



AGENDA
REGULAR CITY COUNCIL
SUCCESSOR AGENCY MEETING
TUESDAY, FEBRUARY 24, 2015, 7:00 P. M.
SAN DIMAS COUNCIL CHAMBER
245 E. BONITA AVENUE

NOTE: Students in Government Day participants will be present at the City Council meeting and sit with their counterparts.

CITY COUNCIL:

Mayor Curtis W. Morris
Mayor Pro Tem John Ebiner
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember Jeff Templeman

1. CALL TO ORDER FLAG SALUTE

2. INTRODUCTION OF SAN DIMAS HIGH SCHOOL STUDENTS IN GOVERNMENT DAY PARTICIPANTS

3. ORAL COMMUNICATIONS (Members of the audience are invited to address the City Council on any item not on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from taking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. If you desire to address the City Council on an item on this agenda, other than a scheduled public hearing item you may do so at this time and ask to be heard when that agenda item is considered. Comments on public hearing items will be considered when that item is scheduled for discussion. The Public Comment period is limited to 30 minutes. Each speaker shall be limited to three (3) minutes.)

a. Members of the Audience

4. CONSENT CALENDAR

(All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council requests separate discussion.)

Resolutions read by title, further reading waived, passage and adoption recommended as follows:

a. **RESOLUTION NO. 2015-08**, A Resolution of the City Council of the City of San Dimas approving certain demands for the month of February, 2015.

b. Approval of minutes for the Special Meeting of January 10, 2015 and regular City Council meeting of February 10, 2015.

c. Commencing Proceedings for Annual Levy of Assessments for Open Space Maintenance Districts

1) **RESOLUTION NO. 2015-09**, A Resolution of the City Council of the City of San Dimas authorizing the City Engineer to proceed with the preparation of annual reports for the annual Levy of Assessments for the Boulevard Open Space Maintenance District (TR 32818).

2) **RESOLUTION NO. 2015-10**, A Resolution of the City Council of the City of San Dimas authorizing the City Engineer to proceed with the preparation of annual reports for the annual Levy of Assessments for the Northwoods Open Space Maintenance District (TR 32841)

d. Remove and Add New Signatures to Various City Financial Accounts

1) **RESOLUTION NO. 2015-11**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, state of California, for the City of San Dimas agreement with Bank of America/Merrill Lynch for certification of the individual authorized signer for the purpose of deposit account & treasury management services, and to designate authorized signers on the City of San Dimas accounts

2) **RESOLUTION NO. 2015-12**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, State of California, for the City of San Dimas agreement with US Bank for the purpose of deposit account & treasury management services, and to designate authorized signers on the City of San Dimas accounts

3) **RESOLUTION NO. 2015-13**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, State of California, for the City of San Dimas amendment with *F & A Federal Credit Union* to designate authorized signers on the City of San Dimas accounts

4) **RESOLUTION NO. 2015-14**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, State of California, declaring its intent to participate in the Local Agency Investment Fund, Office of the Treasurer, State of California and Amended Named Officials Authorized for the Purpose of Investment of Funds

5) **RESOLUTION NO. 2015-15**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, State of California, for the City of San Dimas agreement with *CalTrust* for the purpose of investment of idle funds and to designate authorized signers on the City of San Dimas accounts

6) **RESOLUTION NO. 2015-16**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, State of California, for the City of San Dimas agreement with Time Value Investments for the purpose of investment of idle funds and to designate authorized signers on the City of San Dimas accounts

e. “Renewal of the General Services Agreement with the County of Los Angeles July 1, 2015 – June 30, 2020”

END OF CONSENT CALENDAR

5. OTHER MATTERS

- a. Request for Compensation Increase and Approve a New Agreement for Code Enforcement Services – Dapeer, Rosenblit & Litvak, LLP
- b. Approve Contract with Film LA for Filming Permit Services

7. ORAL COMMUNICATIONS (Speakers are limited to five (5) minutes or as may be determined by the Chair.)

- a. Members of the Audience
- b. City Manager
- c. City Attorney
- d. Members of the City Council
 - 1) Councilmembers' report on meetings attended at the expense of the local agency
 - 2) Individual Members' comments and updates.

8. ADJOURNMENT

The next City Council meeting will be held on Tuesday, March 10, 2015 7:00 p.m.



Notice Regarding American with Disabilities Act: In compliance with the ADA, if you need assistance to participate in a city meeting, please contact the City Clerk's Office at (909) 394-6216. Early notification before the meeting you wish to attend will make it possible for the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II].

Copies of documents distributed for the meeting are available in alternative formats upon request.

Any writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection at the Administration Counter at City Hall and at the San Dimas Library during normal business hours. In addition most documents are posted on the City's website at cityofsandimas.com.

Posting Statement: On February 20, 2015, a true and correct copy of this agenda was posted on the bulletin board at 245 East Bonita Avenue (San Dimas City Hall), 145 North Walnut Avenue (Los Angeles County Library), 300 East Bonita Avenue (United States Post Office), Von's Shopping Center (Puente/Via Verde Avenue) and the City's website www.cityofsandimas.com/minutes.cfm

RESOLUTION NO. 2015-08

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN DIMAS, CALIFORNIA, APPROVING
CERTAIN DEMANDS FOR THE MONTH FEBRUARY 2015

WHEREAS, the following listed demands have been audited by the Director of Finance;
and

WHEREAS, the Director of Finance has certified as to the availability of funds for
payment thereto; and

WHEREAS, the register of audited demands have been submitted to the City Council for
approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas
does hereby approve Warrant Register 02/27/15 (150399-150538) in the amount of \$710,489.46.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF February 2015.

Curtis W. Morris, Mayor of the City of San Dimas

ATTEST:

Debra Black, Deputy City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City
Council of the City of San Dimas at its regular meeting of February 24th, 2015 by the following
vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Debra Black, Deputy City Clerk

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

DESCRIPTION AMOUNT

CLAIM INVOICE

PO#

F 9 S ACCOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
150399 02/27/15	ABSOLUTE FACILITY CO	12357 801 W.COVINA BLVD #46	665.00		ES121114-3		N D 034.4802.851.040
150400 02/27/15	AGUIRRE/GLORIA	10755 SR.GIFT BOUTIQUE SALES	27.00				M D 001.4420.013.009
150401 02/27/15	AIRGAS USA	10165 CLR LENS BLU FRM & FC	114.83		9035838176		N D 001.4342.033.000
150402 02/27/15	ALBERTSON'S	10488 CANDY FOR AWARDS LUNCH	16.98		011531		N D 001.4150.408.000
150403 02/27/15	AMERIPRIDE	10505 TOWELS	4.80		1401040313		N D 001.4342.031.000
150403 02/27/15	AMERIPRIDE	10505 UNIFORMS	52.05		1401040313		N D 001.4341.029.000
150403 02/27/15	AMERIPRIDE	10505 UNIFORMS	32.70		1401040314		N D 001.4415.029.000
150403 02/27/15	AMERIPRIDE	10505 UNIFORMS	10.50		1401040315		N D 001.4311.029.000
150403 02/27/15	AMERIPRIDE	10505 UNIFORMS	16.00		1401040316		N D 001.4410.029.000
150403 02/27/15	AMERIPRIDE	10505 TOWELS	4.80		1401040316		N D 001.4342.031.000
150403 02/27/15	AMERIPRIDE	10505 UNIFORMS	52.05		1401040315		N D 001.4341.029.000
150403 02/27/15	AMERIPRIDE	10505 UNIFORMS	10.50		1401040315		N D 001.4341.029.000
150403 02/27/15	AMERIPRIDE	10505 UNIFORMS	193.40		*CHECK TOTAL		N D 001.4311.029.000
150404 02/27/15	ARAWARK REFRESHMENT	10288 COFFEE SUPPLIES	448.92		1287147		N D 001.4190.033.000
150404 02/27/15	ARAWARK REFRESHMENT	10288 COFFEE SUPPLIES	159.35		1287687		N D 001.4190.033.000
150405 02/27/15	ARCHITERRA DESIGN GR	11914 DESIGN DEVELOPMENT	627.50		19306		N D 020.4410.557.000
150405 02/27/15	ARCHITERRA DESIGN GR	11914 SITE SURVEY/ANDREAS	296.25		19307		N D 020.4410.557.000
150405 02/27/15	ARCHITERRA DESIGN GR	11914 CITY PLAN CHECK'N SVS	451.25		19337		N D 110.211.846
150406 02/27/15	ARENA INDOOR SPORTS	10431 INSTR.LIL KICKER JAN-	954.72				N D 001.4420.020.000
150407 02/27/15	ARLINGTON HIGH SCHOO	.00005 SHOOT'N STARS COMP.	1,370.00		03/07/2015		N D 110.213.148
150408 02/27/15	BASAL/ROY	10725 REFEREE PYMT GAME	2/7 100.00				M D 001.4420.020.000
150409 02/27/15	BEE REMOVERS	10283 BEE RMV @1031 SHOSHON	135.00		591974		N D 001.4341.020.000
150410 02/27/15	BERGQUIST-DEVOE/CARL	12441 INSTR.PIANO FEB 2015	238.00				M D 001.4420.020.000
150411 02/27/15	BIRCH COMMUNICATIONS	10474 9255627 2/8-3/7/15	521.77		17641217		N D 001.4190.020.034
150411 02/27/15	BIRCH COMMUNICATIONS	10474 7231783 2/8-3/7/15	871.56		17649307		N D 001.4190.020.034
150412 02/27/15	BOYS & GIRLS CLUB	11215 GRAFFITI RMV DEC/14	875.00				N D 001.4341.020.003
150412 02/27/15	BOYS & GIRLS CLUB	11215 GRAFFITI RMV JAN/15	340.00		2699		N D 001.4341.020.003
150413 02/27/15	BRADY/NONA	10759 SR.GIFT BOUTIQUE SALES	13.50				M D 001.4420.013.009
150414 02/27/15	BRUNS/THERESA	10195 REIMB.POSTAGE HRC HOUS	94.95		FEDEX		N D 001.4420.033.000
150415 02/27/15	BSN SPORTS INC	10715 JR.SZ.RUBBER BASKETBA	151.05		96680704		N D 001.4420.034.003

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

F 9 S ACCOUNT

CLAIM INVOICE

PO#

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
150416 02/27/15	C.A.C.E.O.	10311 CACEO2015 MEMBER.D.TOR	75.00			N D 001.4309.016.000
150416 02/27/15	C.A.C.E.O.	10311 CACEO2015 MEMBER.A.HAF	75.00			N D 001.4309.016.000
			150.00	*CHECK TOTAL		
150417 02/27/15	CALIBER COMMERCIAL P	12168 ANNUAL FILTER MAINTEN	984.50	1520101		M D 001.4430.015.000
150418 02/27/15	CALIFORNIA PRODUCT S	11583 2014-15 CPSC ASSOC.FE	500.00	FY 15-018-AF		N D 001.4190.020.028
150419 02/27/15	CHARLES ABBOTT ASSOC	11523 NPDES INSP.PROG.MGM 1,	716.00	54316		N D 001.4341.024.020
150420 02/27/15	CHARTER OAK GYMNASI	11525 INSTR.GYMNASTICS JAN-	607.50			N D 001.4420.020.000
150421 02/27/15	CLARK/JASON B	11019 REFEREE PYMT GAME 2/7	40.00			N D 001.4420.020.000
150422 02/27/15	COAST FITNESS REPAIR	11649 SVS FITNESS EQUIPMENT	175.00	59797		N D 001.4430.015.000
150422 02/27/15	COAST FITNESS REPAIR	11649 VISION BIKE BOARD/BEL	377.24	59802		N D 001.4430.015.000
			552.24	*CHECK TOTAL		
150423 02/27/15	COELHO/BECKY	10613 INSTR.PILATES FEB 201	533.12			M D 001.4420.020.000
150424 02/27/15	COLBERT ENVIRONMENTA	10806 NPDES SUPPORT SVS	1,140.00	SND-01-15		M D 001.4341.024.020
150425 02/27/15	COMMUNITY SENIOR SER	10620 GETABOUT TIX#74787-88	600.00	GATIX115		N D 072.214.172
150425 02/27/15	COMMUNITY SENIOR SER	10620 GETABOUT TIX#74787-88	400.00	GATIX115		N D 072.4125.442.000
			1,000.00	*CHECK TOTAL		
150426 02/27/15	COMPUTER VILLAGE	11695 CONNECT C.B. TO AV RO	246.34	134405		N D 070.4314.041.003
150427 02/27/15	CONSTRUCTION HARDWAR	12284 FLOOR&WALL STOP, HINGE	97.74	83536		N D 001.4430.023.000
150428 02/27/15	CORODATA	10678 JAN 15 STORAGE CARTONS	90.01	RS4140746		N D 001.4190.019.000
150429 02/27/15	D.H. MAINTENANCE SER	11950 FEB-WALKER HOUSE	85.00	17353		N D 003.4410.023.001
150429 02/27/15	D.H. MAINTENANCE SER	11950 FEB-LADERA & MARCHANT	887.00	17353		N D 001.4410.023.000
150429 02/27/15	D.H. MAINTENANCE SER	11950 FEB-CITY HALL COMM	3,237.00	17353		N D 001.4411.023.000
150429 02/27/15	D.H. MAINTENANCE SER	11950 FEB-SWIM & RACQUET	1,548.00	17353		N D 001.4412.023.000
150429 02/27/15	D.H. MAINTENANCE SER	11950 FEB-SWIM & RACQUET	7,172.00	17353		N D 001.4430.023.000
			12,979.00	*CHECK TOTAL		
150430 02/27/15	DAILY BULLETIN	11961 CLASSIFIED ADVERTISIN	291.44	0000212544		N D 001.4120.010.000
150430 02/27/15	DAILY BULLETIN	11961 CLASSIFIED ADVERTISIN	575.04	0000212544		N D 001.4120.010.000
			866.48	*CHECK TOTAL		
150431 02/27/15	DAPPER, ROSENBLIT & L	11960 JAN/15 M.C.PROSECUT	2,446.16	9628		N D 001.4170.020.001
150432 02/27/15	DEPARTMENT OF JUSTIC	10155 FINGERPRINT APPS X12	384.00	081635		N D 001.4150.020.000
150433 02/27/15	DJP ENGINEERING INC	12379 TRAFFIC SIGNAL MOD.	7,950.00	14028-1		N D 073.4841.690.012
150434 02/27/15	EMPLOYMENT DEVELOPME	12343 LIABILITY 10/1-12/31/	860.00	L1442535616		N D 001.4190.200.016

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

F 9 S ACCOUNT PO#

CLAIM INVOICE

AMOUNT

DESCRIPTION

10786

SR.GIFT BOUTIQUE SALES 18.00

150435 02/27/15 ENDLICH/MARY

150436 02/27/15 EWING IRRIGATION PRO

150437 02/27/15 EXCEPTIONAL CHOICE L

150438 02/27/15 FALCON SIGNS

150439 02/27/15 FASTENAL

150440 02/27/15 FEDERAL EXPRESS CORP

150441 02/27/15 GALVEZ/VICTORIA

150442 02/27/15 GARCIA/MADALINE

150443 02/27/15 GAS COMPANY/THE

150444 02/27/15 GLASS GUY/THE

150444 02/27/15 GOLDEN STATE WATER

DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
SR.GIFT BOUTIQUE SALES	18.00				M D 001.4420.013.009
PVC UNION, MALE ADAPTE	58.05		9195525		N D 001.4411.023.000
CARSON 10 IN GREEN BOX	18.75		9200501		N D 008.4414.033.000
HUNTR. GLOBE LATCH	301.58		9200502		N D 008.4414.033.000
BROADCAST SPRDR	752.91		9200503		N D 008.4414.020.012
			*CHECK TOTAL		
INSP. OF P.W. PROJEC	4,836.00		1014		N D 073.4841.601.003
COMMERICAL RPR/MDKRU	50.00		#4XR3UP		M D 001.4309.033.001
VGRD HAT, BODYGUARD	74.53		CAPOM6379		N D 001.4341.033.000
1 SHIPMENT FEB 2015	75.67		2-938-85504		N D 001.4190.017.000
INSTR. ZUMBA FEB 2015	272.00				M D 001.4420.020.000
REFUND/CUSTOMER W/DREW	37.00				N D 001.367.002
	49.02				N D 001.4410.022.002
	438.01				N D 053.4410.022.002
	3,462.39				N D 001.4430.022.002
	1,128.72				N D 001.4411.022.002
	1,157.30				N D 001.4411.022.002
	42.82				N D 001.4411.022.002
	190.54				N D 003.4411.022.002
	195.38				N D 001.4412.022.002
	176.60				N D 001.4434.022.002
	5,640.78		*CHECK TOTAL		
INSTALL MIRROR W/CUTO	290.00		8438		N D 001.4430.023.000
	138.31				N D 001.4415.022.004
	145.60				N D 001.4411.022.004
	40.45				N D 001.4342.022.004
	2,748.88				N D 001.4415.022.004
	1,489.51				N D 072.4412.053.002
	3,241.14				N D 072.4412.053.002
	4,688.94				N D 008.4414.022.004
	348.45				N D 001.4415.022.004
	110.10				N D 008.4411.022.004
	34.34				N D 008.4411.022.004
	2,300.03				N D 008.4411.022.004
	3,375.19				N D 001.4415.022.004
	524.19				N D 001.4411.022.004

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

PO#

CLAIM INVOICE

AMOUNT

DESCRIPTION

VENDOR

WARRANT DATE

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#
150447 02/27/15	GRAINGER	12944 INNERSIDE TRUCK BOX	750.36	9653273467	N D 070.4314.039.018
150448 02/27/15	GROVER & ASSOCIATES/	12320 T.E. SERVICES	1,280.00	01545-IN	N D 001.4345.020.001
150449 02/27/15	GUESS/WENDY	10435 REIMB.SHOOT'N STAR CO	505.12		N D 110.213.148
150450 02/27/15	HARRINGTON AUTOMOTIV	13607 SVS & RPR UNIT #28	222.36	043065	M D 001.4342.011.000
150450 02/27/15	HARRINGTON AUTOMOTIV	13607 SVS & RPR UNIT #28	80.00	043065	M D 001.4342.020.001
150450 02/27/15	HARRINGTON AUTOMOTIV	13607 RPR & SVS FORD ESCAPE	201.65	043073	M D 001.4342.011.000
150450 02/27/15	HARRINGTON AUTOMOTIV	13607 RPR & SVS FORD ESCAPE	180.00	043073	M D 001.4342.020.001
			684.01	*CHECK TOTAL	
150451 02/27/15	HDL COREN & CONE	13142 PROPERTY TAX JAN-MA	3,375.00	0021213-IN	N D 001.4190.020.007
150452 02/27/15	HELM/BEVERLY	.00002 REFUND/SCHEDULE CONFLI	56.50		N D 001.367.002
150453 02/27/15	HI-SHEEN	13144 FEB JANITORIAL SERVIC	476.50	337	M D 001.4342.020.003
150454 02/27/15	HOFFMAN SOUTHWEST CO	11454 HYDRO-JETTING	850.00	IE259382	N D 012.4841.813.003
150454 02/27/15	HOFFMAN SOUTHWEST CO	11454 HYDRO-JETTING	525.00	IE259388	N D 012.4841.813.003
			1,375.00	*CHECK TOTAL	
150455 02/27/15	HOME DEPOT CREDIT SE	13192 OUTLET COVER	4.03	0084041	N D 001.4412.023.000
150456 02/27/15	HUNTINGTON HARDWARE	13230 MOUNTED SOAP DISPENSER	38.21	1228437-01	N D 001.4411.015.000
150457 02/27/15	HURLBURT/KATHLEEN	.00007 REFUND CUSTOMER W/DREW	18.50		N D 001.367.002
150458 02/27/15	INFOTOX INC	10557 545 E. RABORN ST.	480.00	15011	N D 040.4112.820.821
150458 02/27/15	INFOTOX INC	10557 804 BRISTOL ROAD	202.50	15012	N D 040.4112.820.821
			682.50	*CHECK TOTAL	
150459 02/27/15	INLAND EMPIRE	13575 DAY IN LA 2/11/15	917.50	43699	N D 072.4125.434.000
150459 02/27/15	INLAND EMPIRE	13575 DAY IN LA 2/11/15	646.00	43699	N D 001.4420.034.000
150459 02/27/15	INLAND EMPIRE	13575 HARRAH'S CASINO 1/22	297.50	43712	N D 072.4125.434.000
			1,861.00	*CHECK TOTAL	
150460 02/27/15	INLAND OFFICE PRODUCT	10441 RETURNED ITEMS/CREDIT	10.88CR	862309	N D 001.4190.030.000
150460 02/27/15	INLAND OFFICE PRODUCT	10441 OFFICE SUPPLIES	30.86	862309	N D 001.4190.030.000
150460 02/27/15	INLAND OFFICE PRODUCT	10441 OFFICE SUPPLIES	23.71	862385	N D 001.4190.030.000
150460 02/27/15	INLAND OFFICE PRODUCT	10441 OFFICE SUPPLIES	82.85	862582	N D 001.4190.030.000
			126.54	*CHECK TOTAL	
150461 02/27/15	INLAND VALLEY HUMANE	13250 HUMANE SOCIETY MAR	10,746.83		N D 001.4210.413.000
150462 02/27/15	INTERNATIONAL CODE C	10605 BUILDING CODE BOOK #5	200.00	INV0525388	N D 001.4311.021.000
150463 02/27/15	IRWINDALE INDUSTRIAL	11919 PRE-EMPL.PHYS.RAMIRES	70.00	104393-583011	N D 001.4150.433.000
150464 02/27/15	JOBS AVAILABLE INC	14548 JOB AD.FOR ADMIN.SVS	312.00	1504054	N D 001.4150.010.000

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

AMOUNT

CLAIM INVOICE

PO#

F 9 S ACCOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
150465	02/27/15	JOHNNY ALLEN TENNIS				
150466	02/27/15	JOHNSON/BARBARA				
150467	02/27/15	KELSOE & ASSOCIATES				
150468	02/27/15	KLEINFELDER				
150469	02/27/15	KNOX/JAMES				
150470	02/27/15	L.A. COUNTY				
150471	02/27/15	L.A. COUNTY SHERIFF				
150471	02/27/15	L.A. COUNTY SHERIFF				
150471	02/27/15	L.A. COUNTY SHERIFF				
150471	02/27/15	L.A. COUNTY SHERIFF				
150471	02/27/15	L.A. COUNTY SHERIFF				
150471	02/27/15	L.A. COUNTY SHERIFF				
150471	02/27/15	L.A. COUNTY SHERIFF				
150472	02/27/15	LA OPINION				
150472	02/27/15	LA OPINION				
150473	02/27/15	LAE ASSOCIATES				
150474	02/27/15	LIFT TEK				
150474	02/27/15	LIFT TEK				
150475	02/27/15	LOWE'S HOME IMPROVEM				
150475	02/27/15	LOWE'S HOME IMPROVEM				
150475	02/27/15	LOWE'S HOME IMPROVEM				
150475	02/27/15	LOWE'S HOME IMPROVEM				
150475	02/27/15	LOWE'S HOME IMPROVEM				
150475	02/27/15	LOWE'S HOME IMPROVEM				
150475	02/27/15	LOWE'S HOME IMPROVEM				
150475	02/27/15	LOWE'S HOME IMPROVEM				
150475	02/27/15	LOWE'S HOME IMPROVEM				
150476	02/27/15	M S A				
150477	02/27/15	MAR-CO EQUIPMENT CO				
150478	02/27/15	MARCELL/FRAN				

DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
11772 INSTR.TENNIS FINAL PY	795.60			
12574 SR.GIFT BOUTIQUE SALES	22.50			
13848 LAND SURVEY PROJECT	560.00	9472		
11994 SOIL TESTING CC 2014-	640.00	001042804		
11014 GIS CONSULTING SERV	1,184.00	7		
10465 BACKFLOW ADMIN.FEES	693.00	FIRM#4942		
14307 JAN CONTRACT SERVI	359.90	152839NH		
14307 JAN CONTRACT SERVI	38,950.16	152839NH		
14307 JAN CONTRACT SERVI	19,475.08	152839NH		
14307 JAN CONTRACT SERVI	4,712.00	152839NH		
14307 JAN CONTRACT SERVI	7,070.58	152839NH		
14307 JAN CONTRACT SERVI	17,080.50	152839NH		
14307 5% LIABILITY SVS	1,505.39	152839NH		
14307 STAR DEPUTY SVS JAN	1,268.27	152839NH		
11617 LEGAL ADVERTISING	1,149.69	222711		
11617 LEGAL ADVERTISING	1,349.69	222813		
11831 OVERFLOW PKING LOT	6,365.00	1506		
10249 SVS & RPR F-140 & F-1	145.52	49478		
10249 SVS & RPR F-140 & F-1	955.52	49478		
10479 COAST RSE, REESE	137.58	01052		
10479 SCHLAGE	8.25	01094		
10479 LUMBER	282.81	01285		
10479 BATTERIES	52.68	02434		
10479 LENOX PLUMB/ELEC KIT	83.42	02679		
10479 COVER WAGON, PAINT	150.46	02694		
10479 UNIT 68 TOOLS	8.46	02824		
10479 COVER WAGON PAINT	50.46	09244		
10479 CAULK GUN ROOF BLACK	18.05	09334		
10479 HOLOGEN LIGHT	827.75	60920		
10927 MSA MEMBER DUE J.CAMPB	75.00	60929		
12263 PARTS FOR SWEEPER	481.95	80929		
00003 REFUND/SCHEDULE CONFLI	20.00	827.75		

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*CHECK TOTAL 60929
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JULY-JUN2015
121321
N D 001.4341.016.000
N D 001.4342.011.002
N D 001.367.002

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

DESCRIPTION

AMOUNT

CLAIM INVOICE

PO#

F 9 S ACCOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
150479 02/27/15	MARLOSA LANDSCAPES	JAN EQUES SYCAMORE 2	519.27	67209		D 001.4414.020.004
150479 02/27/15	MARLOSA LANDSCAPES	JAN MEDIANS & GROUNDS 6	774.63	67209		D 001.4414.020.001
150479 02/27/15	MARLOSA LANDSCAPES	JAN SPORTS PLEX 2	2612.09	67209		D 008.4414.020.011
150479 02/27/15	MARLOSA LANDSCAPES	JAN PARKWAYS & DOWNTOWN 2	876.89	67209		D 008.4414.020.002
150479 02/27/15	MARLOSA LANDSCAPES	JAN PLANTER AREAS 3	367.14	67209		D 008.4414.020.005
150479 02/27/15	MARLOSA LANDSCAPES	JAN TRASH CANS&PARKS 2	394.48	67209		D 008.4414.020.013
150479 02/27/15	MARLOSA LANDSCAPES	JAN HORSETHIEFT CYN 2	632.12	67209		D 008.4414.020.003
150479 02/27/15	MARLOSA LANDSCAPES	JAN PARK & RIDGE 3	16.07	67209		D 029.4410.927.002
150479 02/27/15	MARLOSA LANDSCAPES	JAN BUS TRASH CANS 1	265.50	67209		D 072.4125.455.000
150479 02/27/15	MARLOSA LANDSCAPES	DIRTYLY BASE CHRNG JAN 1	265.50	67210		D 075.4440.020.000
150479 02/27/15	MARLOSA LANDSCAPES	DIRTYLY BASE CHRNG JAN 33	840.74	67211		D 075.4440.020.000
		*CHECK TOTAL				
150480 02/27/15	MARKOSSIAN/ANNETTE H	10816 INSTR. TINY TOTS DEC 1	188.00			M D 001.4420.020.000
150481 02/27/15	MARSSAN TURE & IRRIGA	14540 SUPERIOR DIA KITS	178.83	398018		N D 008.4415.033.000
150481 02/27/15	MARSSAN TURE & IRRIGA	14540 PVC PIPE, COUPLING	24.44	398023		N D 001.4415.033.000
150481 02/27/15	MARSSAN TURE & IRRIGA	14540 FEBCO RD PR VC 2"	413.85	398061		N D 008.4415.033.000
		*CHECK TOTAL				
150482 02/27/15	MATHISEN OIL COMPANY	14565 REGULAR GASOLINE	2,259.25	2122074		N D 001.4342.011.001
150482 02/27/15	MATHISEN OIL COMPANY	14565 DIESEL FUEL	3,192.85	2122075		N D 001.4342.011.001
		*CHECK TOTAL				
150483 02/27/15	MC LAY SERVICES INC	14580 WATER LEAK RPR & REPL	215.00	INV 46413		N D 001.4410.023.922
150483 02/27/15	MC LAY SERVICES INC	14580 SVS & RPR @ SR CN7 JA	425.00	INV 46419		N D 001.4412.015.000
150483 02/27/15	MC LAY SERVICES INC	14580 PREV. MAINT. 2 UNITS/YAR	400.00	INV 46536		N D 001.4342.020.003
150483 02/27/15	MC LAY SERVICES INC	14580 PLANNED MAINT. JAN WAL	893.00	INV 6482		N D 003.4410.015.000
150483 02/27/15	MC LAY SERVICES INC	14580 SVS & RPR @ RACQUET	2,273.00	INV 6484		N D 001.44430.015.000
		*CHECK TOTAL				
150484 02/27/15	MILLER/BEVERLY	10361 SR.GIFT BOUTIQUE SALES	15.07			M D 001.4420.013.009
150485 02/27/15	MORSE PLANNING GROUP	10101 CEQA FOR WALNUT CRE	7,138.75	2014-0007		M D 020.4410.937.021
150486 02/27/15	MYFLEETCENTER.COM	12278 SVS & RPR UNITS #21 &	409.29	2076564		N D 001.4342.020.001
150487 02/27/15	NAPOLI/BOB	12454 INSTR. JAN-FEB 2015	3,567.00			M D 001.4420.020.000
150488 02/27/15	NATIONAL TRUST FOR H	10739 MEMBER DUES.I.STEVENS	20.00	53736807/R4AR3		N D 001.4309.016.000
150489 02/27/15	OFFICE DEPOT	12401 OFFICE SUPPLIES	285.98	I-00732389		N D 001.4210.428.000
150490 02/27/15	ONTARIO REFRIGERATIO	14880 MAINTENANCE SVS FEB	2,660.00	ONT14393M		N D 001.4411.015.000
150491 02/27/15	PAPA	10315 SEMINAR 3/18 D.DAY	80.00			N D 001.4414.021.000
150492 02/27/15	PARTIES UNLIMITED	15032 PYMT/DEP. 2/25 & 3/20	801.15			M D 001.4420.013.003

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
BANK OF AMERICA							
150493 02/27/15	PLUMBING WHOLESAL	15093 COPPER ADAPT,HEAT BAR	113.46		928805		N D 001.4430.023.000
150493 02/27/15	PLUMBING WHOLESAL	15093 COPPER ADAPT,HEAT BAR	35.34		928805		N D 001.4410.033.000
			148.80	*CHECK	TOTAL		
150494 02/27/15	POMONA CATHOLIC SCHO	.00004 REFUND DEP. 2/7/2015	500.00				N D 001.341.002
150495 02/27/15	POMONA VALLEY HOSPIT	10920 INSTR.SAFESITTER FEB 1	68.00				N D 001.4420.020.000
150496 02/27/15	PRECISION CONCRETE C	10164 TRIP HAZARDS REMOVA	2,089.06		20915		N D 012.4841.692.001
150497 02/27/15	PROSOURCE FACILITY S	10139 HAND SANITIZER	62.08		3880		N D 001.4411.031.000
150498 02/27/15	QUALITY INSTANT PRIN	15661 BUSINESS CARDS	140.61		34568		N D 001.4190.018.000
150499 02/27/15	QUILL CORPORATION	15663 COMPUTER SUPPLIES	131.71		9995933		N D 001.4190.030.001
150499 02/27/15	QUILL CORPORATION	15663 OFFICE SUPPLIES	34.99		9995933		N D 001.4190.030.000
			166.70	*CHECK	TOTAL		
150500 02/27/15	QUINTANAR/ELIZABETH	11540 REIMB. MILEAGE JAN 2015	6.72				N D 001.4150.012.000
150501 02/27/15	RADIANT WATER INC	15682 SOFT WATER MARCH 2015	39.00				N D 001.4430.019.000
150502 02/27/15	RECONCILED TERMITTE &	11188 PEST CONTROL@MARTIN H	615.00		2015016-01		M D 001.4411.023.000
150503 02/27/15	REIMER/KATYA	10154 INSTR.SUNSHINE GEN.FE	346.50				M D 001.4420.020.000
150504 02/27/15	RENAISSANCE PAVING	10977 RMV & REPLACE PAVER	2,400.00		206-1		N D 001.4411.023.000
150505 02/27/15	RESERVE ACCOUNT	15392 POSTAGE BY PH.MAR20	1,500.00				N D 001.4190.017.000
150506 02/27/15	RICCO/ELVERA DOLLY	.00006 REFUND,CUSTOMER W/DREW	18.50				N D 001.367.002
150507 02/27/15	RIGHT OF WAY INC	12433 TRAFFIC CONTROL SIGNS	30.41		16448		N D 001.4341.033.000
150507 02/27/15	RIGHT OF WAY INC	12433 TRAFFIC CONTROL SIGNS	23.98		16450		N D 001.4341.033.000
150507 02/27/15	RIGHT OF WAY INC	12433 TRAFFIC CONTROL SIGNS	394.47		16477		N D 001.4341.033.000
150507 02/27/15	RIGHT OF WAY INC	12433 TRAFFIC CONTROL SIGNS	783.33		16477		N D 008.4415.033.000
				*CHECK	TOTAL		
150508 02/27/15	RIVERSIDE WINNELSON	10849 WATER HEATER @ SR.CNT	530.14		329678 00		N D 001.4412.015.000
150509 02/27/15	RJM DESIGN GROUP INC	12504 DPRB#13-28/945W.ARROW	719.96		30202		N D 110.211.842
150510 02/27/15	RKA CONSULTING GROUP	15792 DEC 14 PLAN CHECK S 1,	980.00		23235		N D 001.4311.020.001
150510 02/27/15	RKA CONSULTING GROUP	15792 DEC 14 PLAN CHECK SVS,	588.00		23236		N D 001.4311.020.001
150510 02/27/15	RKA CONSULTING GROUP	15792 DEC 14 PLAN CHECK S	2,295.00		23237		N D 001.4311.020.001
				*CHECK	TOTAL		
150511 02/27/15	ROYAL CORPORATION	10198 SPINDLE,SOAP DISPENSER	84.38		4499409		N D 001.4430.033.000
150512 02/27/15	RUIZ/NICOLAS	10519 PYMT REFEREEE GAME	2/7 60.00				M D 001.4420.020.000

DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT	CITY OF SAN DIMAS	GL540R-V07-27 PAGE
PROMOTIONAL SVS MAR 3,750.00	3750.00						
TURNBKL	27.93						
SPONGE BIT,L	26.07						
WASHERS	30.00						
WHL	40.92						
MIP, BR	11.70						
HEX, BR	11.80						
BLADE	11.20						
BIT	11.15						
BROOM	13.00						
LOBBY SZ MARKER	15.10						
BLACK	59.16						
RETURN ITEM/CREDIT	50.00						
RAIL, TAPE	50.00						
WHEEL	46.04						
SHOULDR LAG SCREW	38.19						
SHIELD	20.87						
TRAY SHOE	24.00						
SCAPER	39.46						
ADAPTER BAND	43.53						
LEVEE	44.15						
BRACE, RAI	44.14						
CHALK RAILROAD	44.15						
BOLT	39.46						
TURNBKL	39.46						
TAPLE	39.46						
BUSHINGS	39.46						
BRASS HEX	43.53						
MIP	44.15						
FLCK KEY TAG, FUS	44.14						
LOCK MIX, EPOXY, GRO	44.15						
CHAISEL	11.38						
CONCRETE MIX	11.29						
ADJ WRENCH	14.78						
GRABBER	14.58						
WRENCH	26.12						
SCISSOR, SUR	19.22						
CABLE TIES	10.08						
WALLPLATE	32.00						
LOST STRAINER BASKET	41.33						
TAPE SLOGGUSTER	49.39						
RETURNED ITEMS/CREDIT	23.78						
RULEY TAPE, PAIL, MIX	10.08						
SUPER GLUE	32.00						
WRENCHES	41.33						
LOCK	49.39						
WASHERS	23.78						
SIZE MARKER	10.08						
BLK	32.00						
TOOL TAP	41.33						
COALDER	49.39						
KILLER SPRAY	23.78						
SPILLER	10.08						
UPGRADE	32.00						
MARKER MAGNUM, MARKER	41.33						
CEMAKER FLEX	49.39						
TAPE ROLLER	23.78						
DRILL BIT	54.66						
TAPE	7.24						
SHARPI MARKER, ZIPLOCS	7.24						

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
BANK OF AMERICA							
150521	02/27/15 STEVENS/LARRY	10307 REIMB.CELL PHONE	300.00				N D 001.4190.022.003
150522	02/27/15 STOVER SEED COMPANY	10752 TRIPLE CROWN	601.68		0847425		N D 008.4414.020.012
150523	02/27/15 SUTTON/JAN	10754 REIMB.MILEAGE SEPT & F	14.00				N D 001.4309.012.000
150524	02/27/15 TIME WARNER CABLE	11669 909 394-6212 INTERNET	72.11				N D 001.4190.020.034
150525	02/27/15 UNITED ROTARY BRUSH	15805 RECONDITION MATERIAL	342.16		283425		N D 001.4342.011.002
150526	02/27/15 UNIVERSAL TRUCK BODY	11009 TOMMY GATE G2-60-15	2,419.20		20546		N D 070.4314.039.018
150526	02/27/15 UNIVERSAL TRUCK BODY	11009 TOMMY GATE G2-92-16	3,321.00		20549		N D 070.4314.039.013
			5,740.20		*CHECK TOTAL		
150527	02/27/15 USDA FOREST SERVICE	10367 SEWAGE LINE PERMIT	60.31		BF050152R0188		N D 006.4841.604.000
150528	02/27/15 VALLEY TROPHY	17098 PLAQUE/BUSD RECONGNITI	38.15		20491		M D 001.4110.021.000
150529	02/27/15 VAN OOSTEN/LUCIEN F.	10713 INSTR.GRAPHITE JAN-FE	367.20				M D 001.4420.020.000
150530	02/27/15 VERIZON	10469 1127771672 INTERNET	54.99				N D 001.4190.020.034
150531	02/27/15 VERIZON CALIFORNIA	17164 909 394-4745	25.57				N D 001.4410.022.003
150531	02/27/15 VERIZON CALIFORNIA	17164 909 592-1430	177.72				N D 001.4430.022.003
150531	02/27/15 VERIZON CALIFORNIA	17164 909 592-2830	46.64				N D 001.4410.022.003
150531	02/27/15 VERIZON CALIFORNIA	17164 909 599-7563	46.59				N D 001.4412.022.003
150531	02/27/15 VERIZON CALIFORNIA	17164 909 197-3010	54.10				N D 008.4414.022.003
150531	02/27/15 VERIZON CALIFORNIA	17164 909 592-0732	104.85				N D 001.4411.022.003
			455.47		*CHECK TOTAL		
150532	02/27/15 WALCZAK/BEVERLY	17178 INSTR.KARATE FEB 2015	755.82				M D 001.4420.020.000
150533	02/27/15 WALCZAK/JEROME	17180 INSTR.KARATE FEB 2015	755.82				M D 001.4420.020.000
150534	02/27/15 WALTERS WHOLESAL E	10860 INT-MAT K4121C 120V	12.39		2300360-00		N D 001.4342.033.000
150534	02/27/15 WALTERS WHOLESAL E	10860 CHARGE BACK	30.66		2399986-00		N D 001.4342.033.000
			43.05		*CHECK TOTAL		
150535	02/27/15 WATERLINE TECHNOLOGI	10242 HYPOCHLORITE SOLUTION	368.25		5294799		N D 001.4430.033.000
150536	02/27/15 WEST COAST ARBORISTS	12070 CITYWIDE PUBLIC WOR	1,296.80		102963-A		N D 008.4415.020.008
150536	02/27/15 WEST COAST ARBORISTS	12070 CITYWIDE PUBLIC WORKS	804.00		102963-A		N D 012.4841.650.001
			2,100.80		*CHECK TOTAL		
150537	02/27/15 YOUNG REMBRANDTS	11441 INSTR.DRAWING FEB 201	190.40				M D 001.4420.020.000
150538	02/27/15 ZALLO/ROBERT W	12267 INSTR.TAI CHI FEB 201	146.88				M D 001.4420.020.000
BANK OF AMERICA			TOTAL		710,489.46		

ACS FINANCIAL SYSTEM
02/18/2015 16:06:20
WARRANT DATE VENDOR
REPORT TOTALS:

DESCRIPTION Disbursement Journal CLAIM INVOICE PO#

DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#
	710,489.46			

GL540R-V07.27 PAGE 12
CITY OF SAN DIMAS
F 9 S ACCOUNT

RECORDS PRINTED - 000381



MINUTES
SPECIAL CITY COUNCIL/ PLANNING COMMISSION
MEETING
MONDAY, JANUARY 27, 2015 5:30 P. M.
SAN DIMAS COUNCIL CHAMBERS
CONFERENCE ROOM
245 E. BONITA AVENUE

PRESENT:

Mayor Curtis W. Morris
Mayor Pro Tem John Ebner
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember Jeff Templeman

Planning Commission Chair Jim Schoonover
Planning Commissioner Stephen Ensberg
Planning Commissioner M. Yunus Rahi

City Manager Blaine Michaelis
Assistant City Manager Ken Duran
City Attorney Mark Steres
Assistant City Manager for Community Development Larry Stevens
Director of Public Works Krishna Patel
Director of Parks and Recreation Theresa Bruns

ABSENT:

Planning Commissioner David Bratt
Planning Commissioner John Davis

1. CALL TO ORDER

Mayor Morris called the Special City Council Meeting to order at 5:30 p.m.

2. ORAL COMMUNICATIONS

None.

3. A PETITION TO INITIATE A GENERAL PLAN AMENDMENT, ZONE CHANGE AND MUNICIPAL CODE TEXT AMENDMENT TO ALLOW THE DEVELOPMENT OF A 28 UNIT SINGLE FAMILY RESIDENTIAL SUBDIVISION FOR PROPERTIES LOCATED AT 741 N. SAN DIMAS AVENUE, 811 N. SAN DIMAS AVENUE AND 182 W. ALLEN AVE (WALBERN DEVELOPMENT)

Associate Planner Luis Torrico explained that the applicant had previously submitted a request to initiate zoning amendments for a 75 lot small-lot residential subdivision on the subject property. On November 25, 2014 the City Council held a study session to consider the request and denied the request based upon the project not complying with the Generalized Criteria/Overriding Principals which included, but not limited to substandard lot sizes and incompatible density.

Mr. Torrico explained that the applicant has revised their submittal and requests to initiate a general plan amendment and zone change to allow a 28 unit single-family residential subdivision. He added that the project site has also been reduced to 8.83 acres. Mr. Torrico

provided an overview of the land uses and zoning of the adjacent properties. He also provided an overview of the current proposal.

Mr. Torrico then presented a summary of the analysis of the proposal using the Generalized Criteria/Overriding principals for initiating residential zone changes as discussed in his staff report. Mr. Torrico also discussed other potential areas of concern also identified in the staff report. Mr. Stevens elaborated on the constraints of existing underground infrastructure on the site and the need for consideration for all infrastructure on the site and how they would integrate with surrounding parcels that are not a part of this current proposal.

Mr. Torrico added that the applicant held a community meeting which included some adjacent property owners and there appeared to be no opposition for the project from those present. Mr. Stevens added that there may be a benefit for an independent infrastructure study for the entire neighborhood, not just the proposed parcels.

Mayor Morris inquired about the distance requirements from the proposed lots to adjacent existing equestrian lots. Mr. Stevens responded that the Health Department requirement is that structures must be 80' from the horse keeping property line. Mayor Morris responded that he couldn't approve the project as proposed because it couldn't be built keeping the 80' separation for a number of the lots. Mr. Stevens responded that there may be a few ways to address that issue.

Councilman Templeman inquired about the set-backs on San Dimas Ave. and expressed his concern that there are adequate set-backs. Councilman Ebner also expressed concern for the orientation of the homes on San Dimas Ave.

There was Council discussion on the number of units, the ability to build that number of units due to the need for the horse keeping separation, the streetscape of house orientation on San Dimas Ave., the implications of a zone change on adjacent properties that would not be a part of this specific project and the potential of eliminating horse keeping properties to the west of this site.

Stan Stringfellow, representing Walburn Development, provided a history of the various proposals they considered from the site starting with looking at 128 units to the current proposed 28 units. He added that their analysis indicates that there is a surplus of equestrian property in the community. He responded to the issue of the need for the separation from existing equestrian property by stating that there are some options that can be considered including redesign of the site plan, but would like some direction from the Council on those options.

In response to a question regarding his thoughts on the need for an independent infrastructure study, Mr. Stringfellow commented that he sees a need for a hydrology study but the question is who performs and pays for it. He added that they have contacted the County and requested information on the sewer capacity.

Mr. Stringfellow commented that the big question for the Council is will they allow 7,500 sq. ft. lots on this site.

Councilmember Ebner commented that he was impressed that they had redesigned the project but he feels that there are a lot of issues to address. Councilmember Bertone commented that he

does not have a problem with 7,500 sq. ft. lots but would have a problem with diminishing rights of nearby equestrian lots. Mayor Morris commented that he may not have a problem with the 7,500 sq. ft. lots but would like to see a revised plan that addresses the 80' setback issue.

Mr. Stringfellow asked whether, if he can resolve the setback issue, the Council is okay with 7,500 sq. ft. lots and willing to give the authorization to go forward with the application.

Councilmember Templeman commented that he would need to see a new lay out before giving any authorization to proceed.

Councilmember Bertone asked Mr. Stevens for his opinion. Mr. Stevens responded that it appears that the majority of the Council desires to see the feasible concepts that address the horse keeping set-back issue and San Dimas Ave. buffer issues. He suggested that the applicant provide additional information on those issues for staff to evaluate before bringing it back to the Council for consideration.

After some further discussion Councilmember Badar made a motion to continue the matter pending additional information on the horse keeping set-back and San Dimas Ave. buffer issues. The motion was seconded by Councilmember Bertone.

Owner of the Oak Valley Equestrian Center commented that horses are leaving town because people are not keeping horses anymore and that he can't afford to keep his property as an equestrian center.

Property owner adjacent to the proposed site said that his property was once considered as a part of the project but isn't now but he is not opposed to the project.

Ray Nuno, owner of one of the parcels in the project, said that with the current zoning requirement for a minimum 150 foot frontage for a residential lot is hard to build under the current zoning. He added that he thinks the proposed project is a good approach.

John Sorcinelli commented that any development needs to address the preservation of the wilderness area to the south.

Gil Gonzalez commented that he feels continuing the item is misleading the applicant that he may get an approval to proceed.

Councilmember Ebiner reiterated that he is leery of 7,500 sq. ft. lots over all of the property but he hasn't seen enough to make a decision. Councilmember Bertone commented that he concurred.

Mayor Morris asked for a vote on the motion. The motion carried on a vote of 5-0.

4. AJOURNMENT

There being no further business the meeting was adjourned at 6:58 p.m.



MINUTES
REGULAR CITY COUNCIL
SUCCESSOR AGENCY
TUESDAY, FEBRUARY 10, 2015, 7:00 P. M
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVE.

CITY COUNCIL:

Mayor Curtis W. Morris
Mayor Pro Tem John Ebner
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember Templeman

STAFF:

City Manager Blaine Michaelis
Assistant City Manager Development Service Larry Stevens
Assistant City Manager Administrative Services Ken Duran
City Attorney Mark Steres
Director of Parks and Recreation Theresa Bruns
Director of Public Works Krishna Patel
Deputy City Clerk Debra Black

1. CALL TO ORDER AND FLAG SALUTE

Mayor Morris called the meeting to order and led the flag salute at 7:04 p.m.

2. ORAL COMMUNICATIONS (Members of the audience are invited to address the City Council on any item not on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from taking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. If you desire to address the City Council on an item on this agenda, other than a scheduled public hearing item you may do so at this time and ask to be heard when that agenda item is considered. Comments on public hearing items will be considered when that item is scheduled for discussion. The Public Comment period is limited to 30 minutes. Each speaker shall be limited to three (3) minutes.)

a. Members of the Audience

- 1) **Galen Gillotte** San Dimas Children's Librarian announced upcoming activities.
- 2) **Raymond Foster** San Dimas Rotary and San Dimas Masonic Lodge updates and announcements.
- 3) **Hishon Hussein** San Dimas High School Senior Class President updates and announcements.
- 4) **Margie Green** San Dimas Chamber of Commerce updates and announcements.
- 5) **Kevin Frey** Relay for Life organizer updates and announcements.
- 6) **Damien Nicotera** resident requested information on crossing guards. Ken Duran gave him his contact information so that they could discuss.

3. CONSENT CALENDAR

(All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council requests separate discussion.)

Councilmember Templeman asked for separate discussion on item F. He was concern if the HOA on Ironbark Lane had been notified of the recent changes to the street parking restrictions in the area.

Public Works Director Krishna Patel answered that they had been communication with them.

MOTION: It was moved by Councilmember Bertone and seconded by Councilmember Badar, and carried to accept, approve and act upon the consent calendar as follows:

a. Resolutions read by title, further reading waived, passage and adoption recommended as follows:

RESOLUTION NO. 2015 - 06, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTHS OF JANUARY AND FEBRUARY, 2015

b. Approval of minutes for the regular City Council meeting of January 27, 2015

c. Arbor Day 2015 Proclamation

d. Farmers Market 2015 Proposal - Advocates for Healthy Living is requesting City Council approval to conduct the 2015 Farmer's Market on Wednesdays, April 1 through September 2, on First Street adjacent to Civic Center Park, in the City Hall Parking lot and a portion of Civic Center Park

e. Award Cash Contract 2014-01(M) Foothill Blvd. Bridge Widening to Mamco Inc. dba Alabbasi Construction and Engineering and Approve Additional Reserve Funds

f. Approve **Resolution No. 2015- 07**, A Resolution of the City Council of the City of San Dimas Prohibiting Parking or Stopping of Vehicles on Certain Streets

g. Approval of Sewer System Management Plan - 5 Year Update and Recertification

h. Approve Final Contract Change Order Arrow Hwy. & Lone Hill Project in Amount of \$20,260.00

i. Request for Approval of a City Council **Resolution No. 2015-08** Resolution of the City Council of the City of San Dimas Authorizing Application for Housing Related Parks Grant from the California Department of Housing and Community Development

j. San Gabriel Valley Council of Governments Updates

END OF CONSENT CALENDAR

4. SUCCESSOR AGENCY

a. Update on Successor Agency and Oversight Board activities

Assistant City Manager Ken Duran provided the following updates:

1. Oversight Board Meeting February 12, 2015 to approve Recognized Obligation Payment Schedule for July through December 2015
2. Approval from Department of Finance for Long Range Property Management Plan

5. ORAL COMMUNICATIONS

a. Members of the Audience (Speakers are limited to five (5) minutes or as may be determined by the Chair.)

No one came forward

b. City Manager

Ask the Mayor Call in Show – Councilmember Bertone guest

c. City Attorney

Nothing to report

d. Members of the City Council

- 1) Reappointments of Roger Therien and Dawna Marshall to Public Safety Commission and advertise one vacancy on Public Safety Commission.

MOTION: A motion was made by Councilmember Badar to reappoint Roger Therien and Dawna Marshall to the Public Safety Commission and advertise for the one vacancy, it was seconded by Councilmember Bertone. The motion passed by vote of five to zero. **(5-0)**

- 2) Councilmembers' report on meetings attended at the expense of the local agency.

Nothing to report

- 3) Individual Members' comments and updates

Councilmember Templeman asked for update on Walker House. Ken Duran responded that all permits have been obtained, utilities have been turned on and equipment moved into the location. As soon as a date has been set it will be announced. Councilmember Templeman also asked staff to keep an eye on attendance at the Swim & Racquet Club, he has heard of concerns regarding parking there.

Councilmember Ebner repeated announcement of the upcoming Candidate's Forum on February 17, 2015.

Councilmember Bertone announced the date for San Dimas Day at the Fair – September 10, 2015.

City Attorney Mark Steres announced the adjournment to closed session to discuss potential litigation.

6. CLOSED SESSION – 7:50 p.m.

CONFERENCE WITH LEGAL COUNSEL - **Government Code Section 54956.9**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: one potential case

Closed session adjourned at 8:25 p.m. with no reportable action.

7. ADJOURNMENT

Preliminary 2015-16 Budget Study Session February 24, 2015 5:00 p.m. followed by the regular City Council meeting at 7:00 p.m.

Respectfully submitted,

Debra Black, Deputy City Clerk



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of February 24, 2015

From: Blaine Michaelis, City Manager

Initiated By: Theresa Bruns, Director of Parks and Recreation

Subject: Commencing Proceedings for Annual Levy of Assessments for Open Space Maintenance Districts

Summary

Adoption of Resolutions required to proceed with preparation of Annual Reports for the annual Levy of Assessments for Open Space Maintenance Districts.

BACKGROUND

The Boulevard and Northwoods Open Space Maintenance Districts were formed under the provisions of the Landscape and Lighting Act of 1972, Division 15, Part 2, of the Streets and Highways Code of the State of California. The Act further establishes procedures for the annual levy of assessments which begins with the preparation of an Engineer's Report. Last year the City Council filed annual assessments for Tract No.32818, Boulevard Open Space Maintenance District and Tract No. 32841, Northwoods Open Space Maintenance District.

ANALYSIS

To initiate proceedings for the 2015-2016 fiscal year, staff is requesting authorization to proceed with the preparation of an Engineer's Report for Boulevard Open Space Maintenance District and Northwoods Open Space Maintenance District.

RECOMMENDATION

Staff recommends that City Council adopt Resolution No. 2015-09 and Resolution No. 2015-10 authorizing the City Engineer to proceed with the preparation of Annual Reports for the annual Levy of Assessments for the Boulevard and Northwoods Open Space Districts.

Attachments: Resolution No. 2015-09 - Boulevard
Resolution No. 2015-10 - Northwoods

RESOLUTION NO. 2015-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA,
ORDERING THE CITY ENGINEER TO PROCEED WITH THE PREPARATION OF A
REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR OPEN SPACE
MAINTENANCE DISTRICT NO. 1, (TRACT NO. 32818, Boulevard)

WHEREAS, the San Dimas City Council formed “Open Space Maintenance District No. 1” under Resolution No. 77-57 pursuant to the terms and provisions of the “Landscaping and Light Act of 1972,” being Division 15, Part 2, of the Streets and Highways Code of the State of California; and

WHEREAS, said district was established for the maintenance and restoration of landscaping improvements within the city limits of the City of San Dimas; and

WHEREAS, the City Council of the City of San Dimas, desires to initiate proceedings to levy annual assessments as required following the formation of said district for the annual levy of assessments for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN DIMAS,
CALIFORNIA DOES HEREBY RESOLVE THAT:

SECTION 1. The referenced “Open Space Maintenance District No. 1” be continued for the maintenance and restoration of landscaping improvements as set forth in the “Report” to be presented to this City Council for consideration.

SECTION 2. There are no substantial improvements to be added to said maintenance district, nor are there any proposed changes to the boundaries of the maintenance district.

SECTION 3. The City Engineer is hereby ordered to prepare a report in accordance with Section 22565 and 22622 of said Street and Highways Code.

SECTION 4. Upon completion, said “Report” shall be filed with the City Clerk, who shall then submit the same to this City Council for its consideration pursuant to Sections 22623 and 22624 of said Streets and Highways Code.

APPROVED AND ADOPTED THIS 24th day of February, 2015.

MAYOR

ATTEST:

CITY CLERK

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City Council of the City of San Dimas at its regular meeting of February 24, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

RESOLUTION NO. 2015-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, ORDERING THE CITY ENGINEER TO PROCEED WITH THE PREPARATION OF A REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR OPEN SPACE MAINTENANCE DISTRICT NO. 1, ANNEXATION NO. 3 (TRACT NO. 32841, Northwoods)

WHEREAS, the San Dimas City Council formed “Open Space Maintenance District No. 1, Annexation No. 3” under Resolution No. 78-38 pursuant to the terms and provisions of the “Landscaping and Light Act of 1972,” being Division 15, Part 2, of the Streets and Highways Code of the State of California; and

WHEREAS, said district was established for the maintenance and restoration of landscaping improvements within the city limits of the City of San Dimas; and

WHEREAS, the City Council of the City of San Dimas, desires to initiate proceedings to levy annual assessments as required following the formation of said district for the annual levy of assessments for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA DOES HEREBY RESOLVE THAT:

- SECTION 1. The referenced “Open Space Maintenance District No. 1, Annexation No. 3” be continued for the maintenance and restoration of landscaping improvements as set forth in the “Report” to be presented to this City Council for consideration.
- SECTION 2. There are no substantial improvements to be added to said maintenance district, nor are there any proposed changes to the boundaries of the maintenance district.
- SECTION 3. The City Engineer is hereby ordered to prepare a report in accordance with Section 22565 and 22622 of said Street and Highways Code.
- SECTION 4. Upon completion, said “Report” shall be filed with the City Clerk, who shall then submit the same to this City Council for its consideration pursuant to Sections 22623 and 22624 of said Streets and Highways Code.

APPROVED AND ADOPTED THIS 24th day of February, 2015.

MAYOR

ATTEST:

CITY CLERK

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City Council of the City of San Dimas at its regular meeting of February 24, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
February 24, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Adopt Resolution 2015-11 *City of San Dimas Agreement with Bank of America/Merrill Lynch for Certification of the Individual Authorized Signer for the Purpose of **Deposit Account & Treasury Management Services**, and to Designate Authorized Signers on the City of San Dimas Accounts.*

SUMMARY

*Adopt **Resolution 2015-11** To Authorize the City Manager as the Individual Authorized Signer for the City's accounts at Bank of America/Merrill Lynch and to Amend the Designated Authorized Signers on the City's bank accounts.*

BACKGROUND

For the purpose of keeping the City's internal controls up to date it has become necessary to update the authorized signatures on the City's **Bank of America/Merrill Lynch** accounts. The application for **Deposit Account & Treasury Management Services** is updated to verify that the City Manager, Blaine Michaelis is the Individual Authorized Signer for changes to the City's accounts. With the upcoming retirement of the Finance/IS Manager, it is necessary to amend the City's agreement and signature card to **remove Barbara Bishop** from the named authorized officials and to **add Steven Valdivia** – Senior Accounting Technician as a designated account signer.

With this amendment the following are the authorized signers on all **Bank of America/Merrill Lynch** City accounts:

Blaine Michaelis – City Manager

Kenneth Duran – Assistant City Manager

Steven Valdivia – Senior Accounting Technician

Two **(2)** signatures are required on all City issued checks. Additionally, all wire transfers are verified by Bank of America before any funds are transferred. With that in mind it is necessary to adopt Resolution 2015-11 reflecting these changes.

RECOMMENDATION

It is recommended that the City Council adopt **Resolution 2015-11** *A Resolution of the City Council of the City of San Dimas for the Agreement with **Bank of America/Merrill Lynch** for Certification of the Individual Authorized Signer for the Purpose of **Deposit Account and Treasury Management Services**, and to Designate Authorized Signers on the City's Bank Accounts, effective February 25, 2015.*

Respectfully Submitted,

Barbara Bishop
Finance/IS Manager

RESOLUTION NO. 2015-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FOR THE CITY OF SAN DIMAS AGREEMENT WITH **BANK OF AMERICA/MERRILL LYNCH** FOR CERTIFICATION OF THE INDIVIDUAL AUTHORIZED SIGNER FOR THE PURPOSE OF **DEPOSIT ACCOUNT & TREASURY MANAGEMENT SERVICES**, AND TO DESIGNATE AUTHORIZED SIGNERS ON THE CITY OF SAN DIMAS ACCOUNTS.

WHEREAS, the City of San Dimas utilizes **Bank of America/Merrill Lynch** as the primary general and payroll bank accounts; and

WHEREAS, said accounts were created for the purpose of City payments and obligations; and

WHEREAS, internal controls require updating the authorized signers on the account when changes in authorized officials occur; and

WHEREAS, it has become necessary to delete and add authorized signers; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas, California, agrees that the Individual Authorized Signer shall be the City Manager; and the following named officials of the City of San Dimas are designated as authorized signers on all of the City's accounts at **Bank of America/Merrill Lynch**; and that all issued checks and/or withdrawals require two (2) signatures; as well as, all wire transfers are verified by phone by **Bank of America/Merrill Lynch** before any funds are transferred; so as stated by this resolution, for the purpose of daily City business the following amended named officials are authorized signers on the City's **Bank of America/Merrill Lynch** accounts effective February 25, 2015:

Blaine Michaelis, City Manager
Kenneth Duran, Assistant City Manager
Steven Valdivia, Senior Accounting Technician

PASSED, APPROVED AND ADOPTED this 24TH day of February, 2015.

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Debra Black, Deputy City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City Council of the City of San Dimas at its regular meeting of February 24th, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Debra Black, Deputy City Clerk



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
February 24, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Adopt Resolution 2015-12 *A Resolution of the City Council of the City of San Dimas for an Amendment to Designate Authorized Signers on the City's Various Accounts with US Bank.*

SUMMARY

Adopt **Resolution 2015-12** *To Designate Authorized Signers on the City's Various Accounts with US Bank.*

BACKGROUND

For the purpose of keeping the City's internal controls up to date it has become necessary to update the authorized signatures on the City's **US Bank** accounts. With the upcoming retirement of the Finance/IS Manager, it is necessary to amend the City's signature card to **remove Barbara Bishop** from the named authorized signers. Likewise, with the upcoming retirement of Senior Accounting Technician, it is necessary to **remove Patricia Frazin** from the named authorized signers. Additionally it is necessary to **add Steven Valdivia** – Senior Accounting Technician as an authorized signer.

With this amendment the following are the authorized signers on all **US Bank** City accounts:

Blaine Michaelis – City Manager

Kenneth Duran – Assistant City Manager

Steven Valdivia – Senior Accounting Technician

Two **(2)** signatures are required on all City issued checks and/or withdrawals. These changes apply to all of the City's **US Bank** accounts. With that in mind it is necessary to adopt Resolution 2015-12 reflecting these changes.

RECOMMENDATION

It is recommended that the City Council adopt **Resolution 2015-12 A Resolution of the City Council of the City of San Dimas for an Amendment to Designate Authorized Signers on the City's Various Accounts with **US Bank**, effective February 25, 2015.**

Respectfully Submitted,

Barbara Bishop
Finance/IS Manager

RESOLUTION NO. 2015-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FOR THE CITY OF SAN DIMAS AGREEMENT WITH **US BANK** FOR THE PURPOSE OF **DEPOSIT ACCOUNT & TREASURY MANAGEMENT SERVICES**, AND TO DESIGNATE AUTHORIZED SIGNERS ON THE CITY OF SAN DIMAS ACCOUNTS.

WHEREAS, the City of San Dimas utilizes **US Bank** as the primary accounts for the Golf Course Capital Improvement, Restaurant Capital Improvement, Walker House Master Tenant LLC and Walker House Owner LLC checking accounts; and

WHEREAS, said accounts were created for the purpose of City payments and obligations; and

WHEREAS, internal controls require updating the authorized signers on the account when changes in authorized officials occur; and

WHEREAS, it has become necessary to delete and add authorized signers; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas, California, agrees that the following named officials of the City of San Dimas are designated as authorized signers on all of the City's accounts at **US Bank**; and that all issued checks and/or withdrawals require two (2) signatures; as well as, all wire transfers are verified by phone by **US Bank** before any funds are transferred; so as stated by this resolution, for the purpose of City business the following amended named officials are authorized signers on the City's **US Bank** accounts:

Blaine Michaelis, City Manager
Kenneth Duran, Assistant City Manager
Steven Valdivia, Senior Accounting Technician

PASSED, APPROVED AND ADOPTED this 24TH day of February, 2015.

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Debra Black, Deputy City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City Council of the City of San Dimas at its regular meeting of February 24th, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Debra Black, Deputy City Clerk



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
February 24, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Adopt Resolution 2015-13 *A Resolution of the City Council of the City of San Dimas for an Amendment to Designate Authorized Signers on the City's Various Accounts with F & A Federal Credit Union.*

SUMMARY

*Adopt **Resolution 2015-13** To Designate Authorized Signers on the City's Various Accounts with F & A Federal Credit Union.*

BACKGROUND

For the purpose of keeping the City's internal controls up to date it has become necessary to update the authorized signatures on the City's **F & A Federal Credit Union** savings, money market and CD accounts. With the upcoming retirement of the Finance/IS Manager, it is necessary to amend the City's signature card to **remove Barbara Bishop** from the named authorized signers. Additionally it is necessary to **add Steven Valdivia** – Senior Accounting Technician as an authorized signer.

With this amendment the following are the authorized signers on all **F & A Federal Credit Union** City accounts:

Blaine Michaelis – City Manager

Kenneth Duran – Assistant City Manager

Steven Valdivia – Senior Accounting Technician

Two **(2)** signatures are required on all City deposit/or withdrawals. These changes apply to all of the City's **F & A Federal Credit Union** accounts. With that in mind it is necessary to adopt Resolution 2015-13 reflecting these changes.

RECOMMENDATION

It is recommended that the City Council adopt **Resolution 2015-13** *A Resolution of the City Council of the City of San Dimas for an Amendment to Designate Authorized Signers on the City's Various Accounts with **F & A Federal Credit Union**, effective February 25, 2015.*

Respectfully Submitted,

Barbara Bishop
Finance/IS Manager

RESOLUTION NO. 2015-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FOR THE CITY OF SAN DIMAS AMENDMENT WITH **F & A FEDERAL CREDIT UNION** TO DESIGNATE AUTHORIZED SIGNERS ON THE CITY OF SAN DIMAS ACCOUNTS.

WHEREAS, the City of San Dimas utilizes **F & A Federal Credit Union** for savings and investment portfolio and;

WHEREAS, said accounts were created for the purpose of City investments; and

WHEREAS, internal controls require updating the authorized signers on the account when changes in authorized officials occur; and

WHEREAS, it has become necessary to delete and add authorized signers; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas, California, agrees that the following named officials of the City of San Dimas are designated as authorized signers on all of the City's accounts at **F & A Federal Credit Union**; and that all deposits and/or withdrawals require two (2) signatures; as well as, all wire transfers are verified by phone by **F & A Federal Credit Union** before any funds are transferred; so as stated by this resolution, for the purpose of City business the following amended named officials are authorized signers on the City's **F & A Federal Credit Union** accounts:

Blaine Michaelis, City Manager
Kenneth Duran, Assistant City Manager
Steven Valdivia, Senior Accounting Technician

PASSED, APPROVED AND ADOPTED this 24TH day of February, 2015.

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Debra Black, Deputy City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City Council of the City of San Dimas at its regular meeting of February 24th, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Debra Black, Deputy City Clerk



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
February 24, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Adopt Resolution 2015-14 *Intent to Participate in the Local Agency Investment Fund (LAIF) and AMEND the Named Officials for the Purpose of Investment*

SUMMARY

*Adopt **Resolution 2015-14** Amend the named officials authorized for purpose of investment of idle funds with LAIF.*

BACKGROUND

For the purpose of keeping the City's internal controls up to date it has become necessary to update Resolution 09-08 adopted February 10, 2009 stating the City's intent to participate in the Local Agency Investment Fund and the named officials authorized to deposit or withdraw money in the fund. With the upcoming retirement of the Finance/IS Manager, it is necessary to amend the resolution removing Barbara Bishop from the named authorized officials. With that in mind it is necessary to adopt Resolution 2015-14 reflecting that change.

RECOMMENDATION

It is recommended that the City Council adopt **Resolution 2015-14** *A Resolution of the City Council of the City of San Dimas Declaring its Intent to Participate in the Local Agency Investment Fund, Office of the Treasurer, State of California and Amend the Named Officials Authorized for the Purpose of Investment, effective February 25, 2015.*

Respectfully Submitted,

Barbara Bishop
Finance/IS Manager

d(4)

RESOLUTION NO. 2015-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DECLARING IT'S INTENT TO PARTICIPATE IN THE LOCAL AGENCY INVESTMENT FUND, OFFICE OF THE TREASURER, STATE OF CALIFORNIA AND AMENDED NAMED OFFICIALS AUTHORIZED FOR THE PURPOSE OF INVESTMENT OF FUNDS

WHEREAS, Section 16429.1 et. Seq. of the State Government Code creates a Local Agency Investment Fund to be managed by the office of the State Treasurer; and

WHEREAS, said Fund is created for the purpose of investment and maximization of the earnings of pooled monies of participating local government agencies; and

WHEREAS, investments are limited to those securities defined in Section 1643 of the Government Code; and

WHEREAS, there is no minimum investment period required;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas, California, agrees to deposit and withdraw its money in the Local Agency Investment Fund of the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and that the following amended named officials be authorized by this resolution to order the deposit or withdrawal of money in the Fund:

Blaine Michaelis, City Manager
Kenneth Duran, Assistant City Manager
Steven Valdivia, Senior Accounting Technician
Patricia Frazin, Senior Accounting Technician

PASSED, APPROVED AND ADOPTED this 24TH day of February, 2015.

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Debra Black, Deputy City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City Council of the City of San Dimas at its regular meeting of February 24th, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Debra Black, Deputy City Clerk



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
February 24, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Adopt Resolution 2015-15 *A Resolution of the City Council of the City of San Dimas for an Amendment to Designate Authorized Signers on the City's Various Accounts with Cal Trust.*

SUMMARY

Adopt **Resolution 2015-15** *To Designate Authorized Signers on the City's Various Accounts with Cal Trust Investments.*

BACKGROUND

For the purpose of keeping the City's internal controls up to date it has become necessary to update the authorized signatures on the City's **Cal Trust** investment accounts. With the upcoming retirement of the Finance/IS Manager, it is necessary to amend the City's signature card to **remove Barbara Bishop** from the named authorized signers. Additionally it is necessary to **add Steven Valdivia** – Senior Accounting Technician as an authorized signer.

With this amendment the following are the authorized signers on all **Cal Trust** City accounts:

Blaine Michaelis – City Manager

Kenneth Duran – Assistant City Manager

Steven Valdivia – Senior Accounting Technician

Two **(2)** signatures are required on all deposits and/or withdrawals. These changes apply to all of the City's **Cal Trust** accounts.

With that in mind it is necessary to adopt Resolution 2015-15 reflecting these changes.

RECOMMENDATION

It is recommended that the City Council adopt **Resolution 2015-15** *A Resolution of the City Council of the City of San Dimas for an Amendment to Designate Authorized Signers on the City's Various Accounts with **Cal Trust** effective February 25, 2015.*

Respectfully Submitted,

Barbara Bishop
Finance/IS Manager

RESOLUTION NO. 2015-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FOR THE CITY OF SAN DIMAS AGREEMENT WITH **CAL TRUST** FOR THE PURPOSE OF INVESTMENT OF IDLE FUNDS AND TO DESIGNATE AUTHORIZED SIGNERS ON THE CITY OF SAN DIMAS ACCOUNTS.

WHEREAS, the City of San Dimas utilizes **Cal Trust** as a source for the investment of idle funds and;

WHEREAS, said accounts were created for the purpose of diversifying City funds to maximize interest earnings; and

WHEREAS, internal controls require updating the authorized signers on the account when changes in authorized officials occur; and

WHEREAS, it has become necessary to delete and add authorized signers; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas, California, agrees that the following named officials of the City of San Dimas are designated as authorized signers on all of the City's accounts at **Cal Trust**; and that all deposits and/or withdrawals require two (2) signatures; so as stated by this resolution, for the purpose of City investments the following amended named officials are authorized signers on the City's **Cal Trust** accounts:

Blaine Michaelis, City Manager
Kenneth Duran, Assistant City Manager
Steven Valdivia, Senior Accounting Technician

PASSED, APPROVED AND ADOPTED this 24TH day of February, 2015.

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Debra Black, Deputy City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City Council of the City of San Dimas at its regular meeting of February 24th, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Debra Black, Deputy City Clerk



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
February 24, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Adopt Resolution 2015-16 *A Resolution of the City Council of the City of San Dimas for an Amendment to Designate Authorized Signers on the City's Various Accounts with Time Value Investments.*

SUMMARY

Adopt **Resolution 2015-16** *To Designate Authorized Signers on the City's Various Accounts with Time Value Investments.*

BACKGROUND

For the purpose of keeping the City's internal controls up to date it has become necessary to update the authorized signatures on the City's **Time Value Investments** accounts. With the upcoming retirement of the Finance/IS Manager, it is necessary to amend the City's signature card to **remove Barbara Bishop** from the named authorized signers. Additionally it is necessary to **add Blaine Michaelis – City Manager** and **Steven Valdivia – Senior Accounting Technician** as authorized signers.

With this amendment the following are the authorized signers on all **Time Value Investments** City accounts:

Blaine Michaelis – City Manager

Kenneth Duran – Assistant City Manager

Steven Valdivia – Senior Accounting Technician

Two **(2)** signatures are required on all deposits and/or withdrawals. These changes apply to all of the City's **Time Value Investments** accounts. With that in mind it is necessary to adopt Resolution 2015-16 reflecting these changes.

RECOMMENDATION

It is recommended that the City Council adopt **Resolution 2015-16** *A Resolution of the City Council of the City of San Dimas for an Amendment to Designate Authorized Signers on the City's Various Accounts with **Time Value Investments**, effective February 25, 2015.*

Respectfully Submitted,

Barbara Bishop
Finance/IS Manager

RESOLUTION NO. 2015-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FOR THE CITY OF SAN DIMAS AGREEMENT WITH **TIME VALUE INVESTMENTS** FOR THE PURPOSE OF INVESTMENT OF IDLE FUNDS AND TO DESIGNATE AUTHORIZED SIGNERS ON THE CITY OF SAN DIMAS ACCOUNTS.

WHEREAS, the City of San Dimas utilizes **Time Value Investments** as a source for the investment of idle funds in Certificates of Deposits and Bonds and;

WHEREAS, said accounts were created for the purpose of diversifying City funds to maximize interest earnings; and

WHEREAS, internal controls require updating the authorized signers on the account when changes in authorized officials occur; and

WHEREAS, it has become necessary to delete and add authorized signers; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas, California, agrees that the following named officials of the City of San Dimas are designated as authorized signers on all of the City's accounts at **Time Value Investments**; and that all deposits and/or withdrawals require two (2) signatures; so as stated by this resolution, for the purpose of City investments the following amended named officials are authorized signers on the City's **Time Value Investments** accounts:

Blaine Michaelis, City Manager
Kenneth Duran, Assistant City Manager
Steven Valdivia, Senior Accounting Technician

PASSED, APPROVED AND ADOPTED this 24TH day of February, 2015.

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Debra Black, Deputy City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City Council of the City of San Dimas at its regular meeting of February 24th, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Debra Black, Deputy City Clerk



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of February 24, 2015

FROM: Blaine Michaelis, City Manager *Bm*

SUBJECT: Renewal of the General Services Agreement with the County of Los Angeles

SUMMARY

The county maintains a standard agreement with each city to outline the authority for the County to provide a variety of services requested by cities. The agreement also specifies the method by which the city makes service requests and pays for the services provided. The existing 5 year agreement is expiring June 30th. The attached document renews the agreement for another five-year term.

We have yet to use the provisions of the agreement, however, it is important to keep the agreement updated and current in case it is ever needed.

RECOMMENDATION

Authorize the Mayor to sign the attached renewal agreement.

Attachments:
Agreement – from July 1, 2015 through June 30, 2020

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2015, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of San Dimas, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County agent, officer or employee, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2020, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2020, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2020, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2015.

The City of San Dimas,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____
Deputy

By _____
Mayor of the Board

ATTEST:

PATRICK OGAWA
Acting Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

MARK J SALADINO
County Counsel

By _____
Deputy



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of February 24, 2015

FROM: Blaine Michaelis, City Manager *Bm*

SUBJECT: Request for compensation increase – approval of a new agreement with Dapeer, Rosenblit & Litvak for code enforcement services

SUMMARY

Dapeer, Rosenblit & Litvak have provided code enforcement legal services to the city since March 1999. The compensation rate for services has not changed since March 2005 when it was established at \$145 per hour. They are requesting to increase the compensation to \$175 per hour for customary code enforcement legal services. In addition, they are proposing the establishment of an agreement for services to better clarify our working relationship with them.

\$175 per hour is the going rate for customary code enforcement services. We also concur with the establishment of an agreement for the provision of these services.

RECOMMENDATION

- Receive a report from staff.
- Receive and consider comments from Ken Dapeer of Dapeer, Rosenblit & Litvak as desired.
- Authorize the City Manager to sign the attached proposed agreement with an effective date of March 1, 2015.

Attachment:

Agreement with Dapeer, Rosenblit & Litvak for Code Enforcement Services including the rate of compensation for said services

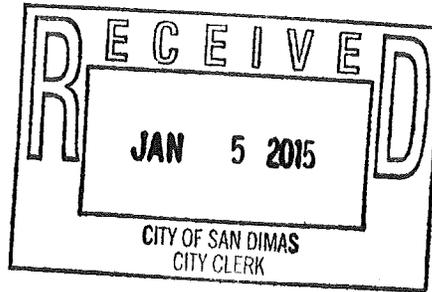
LAW OFFICES
DAPEER, ROSENBLIT & LITVAK, LLP

STEVEN H. ROSENBLIT
KENNETH B. DAPEER
WILLIAM LITVAK
JAMES ECKART
ANITA ZUCKERMAN
PATRICIA H. FITZGERALD
NORMA COPADO WELLS
CAROLINE K. CASTILLO
CHARLENE J. WYNDER
GILBERT MIKALIAN
ERIC P. MARKUS
STEPHEN NIRENBERG

PLEASE DIRECT MAIL TO:
DRL MAIL CENTER
POST OFFICE BOX 2067
HUNTINGTON PARK, CA 90255-3099

METROPOLITAN CITIES OFFICE:
2770 E. SLAUSON AVENUE
HUNTINGTON PARK, CA 90255-3099
TELEPHONE (323) 587-5221
FACSIMILE (323) 587-4190

WEST LOS ANGELES OFFICE:
11500 W. OLYMPIC BLVD., SUITE 550
LOS ANGELES, CA 90064-1524
TELEPHONE (310) 477-5575
FACSIMILE (310) 477-7090



December 29, 2014

Blaine Michaelis
City Manager
City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773

[Copy Via E-mail: BMichaelis@ci.san-dimas.ca.us]

Re: **Request for Compensation Increase**

Dear Mr. Michaelis:

Our firm has provided code enforcement services to your city since March, 1999. The compensation rate was last increased in March, 2005 to \$145.00 for customary code enforcement services.

Our expenses and operational costs have substantially increased during this time. Accordingly, we respectfully request an increase as follows:

- 1) Attorney time would be charged at \$175.00 per hour for customary code enforcement services (including but not limited to case review, compliance letters, office conferences, and criminal prosecution). The majority of services performed have been under this category.
- 2) Attorney time would be charged at \$200.00 per hour for ordinance review and drafting.
- 3) Attorney time would be charged at \$225.00 per hour in matters involving: administrative hearings before a reviewing authority; for civil/injunctive/mandamus court and related actions; and, for appeals before an appellate or higher court.
- 4) Paralegal time would be charged at the rate of \$95.00 an hour.
- 5) Customary expenses or costs as for copies, faxes, postage and research (e.g., Lexis - West), would be charged as incurred.

Thank you for considering this request and for the privilege of serving your city. Please extend our appreciation to the City Council for their patronage.

Sincerely,


Kenneth B. Dapeer
Dapeer, Rosenblit & Litvak, LLP

AGREEMENT BETWEEN THE CITY OF SAN DIMAS
AND DAPEER, ROSENBLIT & LITVAK, LLP

This Agreement is made and entered into this ____th day of February, 2015, by and between the City of San Dimas, 245 East Bonita Avenue, San Dimas, California 91773, hereinafter referred to as "City", and Dapeer, Rosenblit & Litvak, LLP, a California limited liability partnership, hereinafter referred to as "Attorneys".

WITNESSETH

Whereas, Attorneys have been providing legal services to City since March 1999 as its City Prosecutors; and,

Whereas, City desires to continue utilizing Attorneys to enforce its municipal code and continue serving as City Prosecutors; and,

Whereas, the principal members of Attorneys are attorneys duly licensed under the laws of the State of California and experienced in providing code enforcement services:

Now, therefore, the parties hereto agree as follows:

1. Description of Work. City engages Attorneys to serve as code enforcement attorneys and as its City Prosecutor. Attorneys shall investigate and prosecute violations of City's municipal code and may, upon direction from City, utilize all available remedies in connection therewith. The services shall include reviewing police or other City reports and requests for criminal prosecution or other enforcement action, making determinations on whether to file a criminal complaints, preparing and serving complaints, representing City at court hearings interviewing witnesses, performing necessary legal research in connection with prosecution, recommending changes and amendments to the San Dimas Municipal Code to facilitate enforcement and advising department directors and law enforcement personnel on procedures.

Attorneys shall use their independent judgment in determining whether to initiate criminal prosecution, which judgment shall be in accordance with all applicable law and the highest ethical requirements of a prosecuting attorney.

2. Data Furnished Attorneys. All information, data, reports, records and maps as are existing and in the possession of City, and necessary for carrying out the work shall be furnished to Attorneys without charge by City, and City shall cooperate in every reasonable way in the carrying out of the work without delay.

3. Term. This Agreement shall be effective as of February ____, 2015 and shall be and remain in full force and effect unless terminated pursuant to Paragraph Eight (8) herein.

4. Personnel.

A) Attorneys represent that they employ, or will employ at their own expense, all personnel required to perform the services required under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the City.

B) All the services required hereunder will be performed by Attorneys, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

5. Commencement and Completion of Work. The execution of the Agreement by the parties hereto does not constitute an authorization to proceed. The services of Attorneys in connection with any prosecution or other action are to commence only when the City Manager, or his designee, shall have assigned matters to Attorneys. Attorneys shall have no claim for compensation for services on any work upon which the City does not assign to attorneys.

6. City Representative. Attorneys shall work closely and cooperate fully with the City and its designated representatives. The designated representative shall be the City Manager or his authorized designee.

7. Compensation and Costs. City shall pay to Attorneys for services performed by Attorneys hereunder, within thirty (30) days following receipt from

Attorneys and approval by the City or original invoices therefor, as follows:

HOURLY RATE SERVICES

- General code enforcement/criminal services (including preparation of compliance letters, office conferences, obtaining warrants, preparation of documents and court appearances relating to actual or potential criminal prosecution): \$175.00 per hour;
- Drafting/review of amendments to the municipal code: \$200.00 per hour;
- Administrative proceedings before the Planning Commission, City Council, or other appointed hearing officer: \$225.00 per hour;
- Civil litigation services and court appeals: \$225.00 per hour.
- Paralegal time: \$95.00 per hour.

City shall reimburse Attorneys for the following costs:

- Attorney service charges, as incurred, for service of arraignment notices and subpoenas, procurement of documents from courts and other entities, document certification fees, and for other customary services.
- Any court reporter fees, as incurred, for the procurement of a transcript of a court proceeding when requested by the City.
- Any fees or charges, as incurred, to prepare, duplicate or enlarge exhibits for any proceeding.
- \$15.00 for each use of commercial database providers (including Infotek, Dataquick or Courthouse Data) for investigational or background purposes in a matter. This charge is exclusive of any attorney time in reviewing this information (to be billed hourly), or other charges to Attorneys by said information providers (which shall also be billed to the City).
- Copier charges – 20 cents a page; Faxes – 25 cents a page.
- Postage – As incurred.
- Any extraordinary costs with prior City approval.

8. Termination for Convenience. The City Council may terminate this Agreement at any time without cause by giving 30 days written notice to Attorneys of such termination and specifying the effective date thereof. In this event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided in this Section 8, Attorneys will be paid for all services rendered by Attorneys prior to the date of termination. Attorneys may terminate this Agreement at any time without cause by giving 90 days written notice to City of such termination and specifying the effective date thereof.

9. Transfer of Files. In the event of termination, City and Attorneys shall cooperate in the orderly transfer of pending matters and cases to another attorney as designated by City.

10. Contract Changes. No change in the character, extent, or duration of Attorneys' services shall be made except upon approval by the City Council and execution of a supplemental agreement in writing between City and Attorneys. The supplemental agreement shall set forth the changes of work, the extensions of time and the adjustments of the fee to be paid by City to Attorneys, if any.

11. Responsible Attorneys. Responsible individuals for Attorneys' performance under this Agreement shall be Steven H. Rosenblit, Kenneth B. Dapeer, William Litvak and James Eckart.

12. Insurance. Attorneys shall file and maintain on file with City at all times during the term of this Agreement, a copy of or certificate evidencing that Attorneys obtained automobile liability insurance covering all automobiles utilized by attorneys and each of its employees in providing the services hereunder in an amount of not less than \$300,000.00 aggregate limit. The liability insurance required hereunder, shall be written by qualified companies listed A or better in the Best's Insurance Guide and authorized to do business in the State of California. All required certificates shall be filed with and approved by the City Attorney. In addition, Attorneys shall procure and maintain in force a legal malpractice (errors and omissions) policy in an amount of not less than \$1,000,000.00 per claim and worker's compensation insurance in accordance with Section 3700 of the Labor Code.

13. Independent Contractor. Attorneys shall be independent contractors and shall not incur, nor have the power to incur any debt, obligation or liability whatever for or against City.

14. Interests of Attorneys. Attorneys affirm that they presently have no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with Attorneys.

15. Compliance with State Law. Attorneys shall comply with all state, and local laws and ordinances applicable to the work and shall perform the work in a manner which accords with the highest level of professional care, and ethical responsibility as required by applicable professional standards and rules of conduct.

16. Compliance with Federal Law. Attorneys shall comply with all requirements of a federally funded contractor, including those laws and regulations pertaining to the HUD CDBG Program.

17. Findings Confidential. All of the reports, information, data, or other documents prepared or assembled by the Attorneys under this Agreement are confidential and Attorneys agree that they shall not be made available to any individual or organization without the prior written approval of City.

18. Copyright. No report or other document produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Attorneys, and all such documents may be used in any manner by the City without providing additional compensation to Attorneys.

19. Assignability. Attorneys shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of City. Claims for money due or to become due to Attorneys from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

20. Notice. Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Dapeer, Rosenblit & Litvak, LLP
Post Office Box 2067
2770 E. Slauson Avenue
Huntington Park, CA 90255-3099

City Manager
City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773

21. Oral Modification. This Agreement supercedes all prior proposals, Agreements and understanding between the parties and may not be changed or terminated orally, and no change, termination, or attempted waiver of any of the provisions hereof shall be binding, unless in writing and signed by the party against whom the same is sought to be enforced.

22. Indemnification. (a) Attorneys agree to indemnify, hold harmless and defend City from any suits, claims, losses or actions brought by any person or persons, by reasons of injury and arising directly or indirectly from the negligent or wrongful activities and operations of the Attorneys, including its officers, agents, employees, or subcontractors in the performance of this Agreement.

(b) Notwithstanding the provisions of Paragraph (a), City acknowledges that the City will defend and indemnify Attorneys for claims arising out of their roles as code enforcement attorneys and City Prosecutor for the City, but not arising from Attorneys' negligence or intentional misconduct, from and against all and any claims, actions and liabilities arising from work performed within the scope of their duties under this Agreement.

(c) The provisions of this Paragraph, (a) and (b) shall survive the termination of this Agreement.

23. Recitals. The Recitals set forth above are made a part hereof.

In Witness Whereof, said parties have executed this Agreement the date first hereinabove written.

CITY OF SAN DIMAS

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM

:_____
CITY ATTORNEY

DAPEER, ROSENBLIT & LITVAK, LLP

By: _____
Kenneth B. Dapeer



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of February 24, 2015

FROM: Blaine Michaelis, City Manager *BM*

SUBJECT: Adoption of a services agreement with FilmLA for the coordination and processing of film permit applications and the filming itself

SUMMARY

From the discussion of the city council at the January 13, 2015 meeting staff has prepared a Contract for Services with FilmL.A. for assistance with the processing and management of on-location filming activities within San Dimas.

Staff is recommending that the city proceed with the adoption of an agreement with FilmL.A.. This will allow us to continue working with them to refine and establish a listing of services to be performed and then added to the agreement as Exhibit 1.

RECOMMENDATION

- Receive presentation from staff.
- Welcome FilmL.A. representatives to the podium to be introduced and offer some background regarding their organization and services. Ask questions as desired.
- Authorize the City Manager to sign the attached agreement with FilmL.A. and instruct staff to work with FilmL.A. to complete the listing of FilmL.A. services to be performed and added to the Agreement as Exhibit 1 and to also include suitable and required insurance provisions as Exhibit 2.

Attachment: Agreement

CONTRACT FOR SERVICES

This Contract for Services (“Contract”) is entered into by and between FilmL.A., Inc. (“FilmL.A.”), a non-profit public benefit corporation, on the one hand, and the City of San Dimas, a municipal corporation (“Municipality”), on the other hand.

RECITALS

WHEREAS, since 1995, FilmL.A. has been engaged in providing various services in connection with the review, evaluation and handling of requests for permits to conduct on-location filming activities, including recommending some conditions on which municipalities may decide to grant permission for filming activities to take place, as well as various other services relating to such filming activities and a municipality’s issuance of permits for such activities; and

WHEREAS, FilmL.A. has developed specialized expertise as a result of its extensive experience providing the services described in the preceding paragraph; and

WHEREAS, Municipality desires to engage FilmL.A. to provide, and FilmL.A. desires to provide for Municipality, the services described in this Contract in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in light of the foregoing and in consideration of the covenants, representations, and agreements set forth in this Contract and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FilmL.A. and Municipality (collectively, the “Parties”) agree as follows:

1. Definitions. For purposes of this Contract, the following terms shall have the indicated meanings:

A. “Municipality Fees” means the fees earned by Municipality relating to on-location filming in Municipality, including, but not limited to, film permit issuance fees, fees charged by Municipality departments for services provided to entertainment industry companies, fees charged by Municipality departments for use of Municipality-owned or controlled property, and clean up/repair deposits imposed when an Entertainment Industry Customer works on Municipality-owned or controlled property.

B. “Contract” means this Contract for Services, including any amendments to this Contract entered into by the Parties in accordance with the provisions set forth herein.

C. “Entertainment Industry Customer” means any person or organization that obtains through FilmL.A. a permit from Municipality for on-location filming activities to be conducted within Municipality.

2. Term of the Contract. The term of this Contract shall be from March 1, 2015, to and including December 31, 2020, unless terminated earlier in accordance with the provisions of this Contract.

3. FilmL.A. Services. During the term of this Contract, FilmL.A. shall provide the services described in Exhibit 1.

4. Contract Administration. The Contract Administrator for Municipality is the City Manager of San Dimas and shall have authority to act for Municipality in the administration of this contract, consistent with the provisions contained herein.

5 Availability of Permit Records. Municipality permits and other records relating to requests for and issuance of Municipality permits shall be made available to Municipality Contract Administrator within a reasonable time of Municipality's request therefor.

6. Reporting Requirements.

A. FilmL.A. shall submit to the Municipality Contract Administrator

i. within 120 days following the end of each fiscal year, a certified annual audited financial statement.

ii. within 30 days after the end of each quarter, quarterly summaries of permit volume for filming in Municipality and amounts paid to Municipality in Municipality Fees.

iii. upon request, data regarding comments received by FilmL.A. from any person or organization concerning on-location filming events in Municipality.

iv. within 30 days after the end of each quarter, quarterly reports of all complaints recorded with respect to filming in Municipality pursuant to section 10 of this Contract.

B. The reports required under subparts A ii through iv of this section shall be in a format mutually agreed upon by FilmL.A. and the Municipality Contract Administrator.

7. Municipality Fees.

A. For permits issued by Municipality through FilmL.A., FilmL.A., not its Entertainment Industry Customers, is obligated to pay Municipality Fees not collected by Municipality directly from Entertainment Industry Customers. Municipality agrees that FilmL.A. is entitled to collect, prior to issuance of a Municipality permit, all amounts due to FilmL.A. from its Entertainment Industry Customers. FilmL.A. shall at all times maintain a cash balance at least equal to twice the seasonally adjusted average monthly Municipality payment during the prior fiscal year. FilmL.A. shall maintain as part of its accounting system a separate account showing the amount collected by FilmL.A. in anticipation of billings for Municipality Fees.

B. Municipality shall periodically send FilmL.A. an invoice for the Municipality Fees that FilmL.A. is obligated to pay Municipality with respect to filming within Municipality. FilmL.A. shall pay in U.S. currency the Municipality Fees it is obligated to pay within 60 days of the date of the invoice. If FilmL.A. fails to pay the Municipality Fees it is obligated to pay within 60 days of the date of invoice, any such unpaid Municipality Fees shall be considered late ("Late Municipality Fees"). If any Late Municipality Fees remains unpaid for more than 90 days after the date of invoice, such Late Municipality Fees shall be delinquent and subject to a penalty of 1% of the delinquent amount. If any Late Municipality Fees remains unpaid for more than 120 days after the date of invoice, delinquent fees and penalties shall also be subject to interest charges at the statutory legal rate of interest. Moreover, such interest on delinquent fees and penalties shall accrue from the date of invoice.

8. FilmL.A. Fees. FilmL.A. may charge its Entertainment Industry Customers a fee for each and any service FilmL.A. provides in connection with this Contract. However, FilmL.A. shall receive no compensation from Municipality for the services performed in connection with this Contract.

9. Municipality Access to FilmL.A.. FilmL.A. shall provide priority handling of all phone calls from Municipality staff to FilmL.A. management.

10. Record of Complaints. FilmL.A. shall maintain a record of all complaints lodged by Municipality on behalf of the Municipality or a Municipality resident or business.

11. Notification of Filming Activity. FilmL.A. may require its Entertainment Industry Customers to use FilmL.A.'s notification services. Notifications performed shall comply with Municipality rules and regulations.

12. Insurance.

A. During the term of this Contract, FilmL.A. shall provide and maintain at its own expense a program of insurance having the coverage and limits carried in the normal course of business by FilmL.A. but not less than the amounts and types listed in Exhibit 2, if any. Municipality shall be an additional insured under such insurance

B. Municipality reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving FilmL.A. 90 days advance written notice of such change.

13. Termination.

A. Either of the Parties to this Contract may terminate this Contract by giving 120 days written notice to the other party. The termination will be effective 120 days after the other party receives the written notice. Contract provisions for indemnity, audits, payments, and refunds survive termination. Municipality Contract Administrator is empowered to give this notice if authorized in writing by Municipality Council.

B. Municipality may immediately suspend this Contract upon the lapse of FilmL.A.'s insurance coverage required herein. If FilmL.A. has not cured the lapse of insurance within 30 days, Municipality may immediately terminate this Contract.

C. If either of the Parties breaches this Contract, the party aggrieved by such breach may terminate this Contract, which termination shall be without prejudice to any other rights or claims the aggrieved party may have against the breaching party, by giving written notice of such termination to the other party not less than 45 days prior to the effective date of such termination; provided, however, that if the breaching party cures or remedies the breach within such 45-day period to the reasonable satisfaction of the aggrieved party, the aggrieved party may not terminate this Contract under this provision due to the cured or remedied breach.

14. Notices. Notices required or relating to this Contract may be sent by first class mail postage prepaid, personal delivery or by electronic mail as follows:

If to FilmL.A., at the following street and/or e-mail address:

6255 W Sunset Blvd, 12th Floor

Hollywood, CA 90028

e-mail: _____

If to Municipality, at the following street and/or e-mail address:

San Dimas City Hall

245 East Bonita Ave.

San Dimas, CA 91773

e-mail: administration@ci.san-dimas.ca.us or

If delivered personally or by electronic mail, the notice shall be deemed delivered on the date it is actually left at the designated address or is sent electronically. If delivered by first class mail, the notice shall be deemed delivered on the fourth business day after it is deposited in the mail. Any change in the physical or electronic mail address for notices must be given in writing.

15. Severability. The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules.

17. Merger, Modification. This Contract contains the entire agreement of the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, discussions, representations, assurances, understandings and agreements, written and oral. FilmL.A. and Municipality respectively acknowledge that no other party, and no representative of any other party, has made any promises, representations, assurances or warranties whatsoever, express or implied, not contained herein to induce the entry into or performance of this Contract. Each of the Parties further acknowledges that it has not entered into or undertaken to perform this Contract in reliance on any promises, representations, assurances or warranties not expressly set forth herein. No waiver, amendment or modification of any of the provisions hereof shall be of any force or effect unless contained in a writing signed by FilmL.A. and Municipality.

18. Waiver, Remedies. The failure of either of the Parties to enforce any provision of this Contract shall not be construed as a waiver of any such provision, or prevent such party from thereafter enforcing such provision or any other provision of this Contract. The rights and remedies granted the Parties herein are cumulative, and the election of one right or remedy shall not constitute a waiver of such party's right to pursue all other legal remedies available under this Contract or otherwise provided by law.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives.

For: City of San Dimas

For: FilmL.A., Inc.

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____