AGENDA

REGULAR CITY COUNCIL
TUESDAY, JUNE 9, 2015, 7:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
245 EAST BONITA AVENUE

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

1. CALL TO ORDER AND FLAG SALUTE

2. RECOGNITIONS/PRESENTATIONS

- Waste Management Newsletter Updates

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 or 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.)

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

RESOLUTION NO. 2015-33, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CERTAIN DEMANDS FOR THE MONTHS OF MAY AND JUNE, 2015.

b. Approval of minutes for the regular meeting of May 26, 2015 and special meetings of April 28 and May 12, 2015.

c. Agency Coordination and Financial Agreement to Comply with the Dominguez Channel and Greater Harbors Toxics Total Maximum Daily Load (TMDL)

d. Authorize Mayor to Sign Letter of Opposition to AB 57 (Quirk) regarding Wireless Siting

END OF CONSENT CALENDAR

5. OTHER MATTERS

a. 2015-2016 Annual City Budget

1) Adoption of 2015-2016 Annual Capital and Operating Budget

RECOMMENDED ACTION: Adopt 2015-2016 Annual Capital and Operating Budget

2) Adoption of Appropriation Limit for FY 2015-2016

RESOLUTION NO. 2015-34, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-16 AND APPROPRIATE EXCESS REVENUES.

RECOMMENDED ACTION: Adopt Resolution 2015-34, Appropriation Limit for FY 2015-2016

3) Adoption of Salary Resolution 2015-35

RESOLUTION NO. 2015-35, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS ADOPTING AND EXTENDING THE PAY PLAN AND REIMBURSEMENT SCHEDULE FOR CITY EMPLOYEES

RECOMMENDED ACTION: Adopt Resolution 2015-35,

4) Approve a Cooperative Agreement with the Gold Line Authority to specify the roles and responsibilities of the City and the Authority associated with the construction of Phase 2B of the Gold Line

RECOMMENDED ACTION: Approve agreement with Gold Line Authority.

6. PUBLIC HEARINGS

a. Consideration of Municipal Code Text Amendment 15-02 , A request to amend the uses in Specific Plan No. 18, Areas I & III, by allowing expanded Retail and service business uses currently not allowed and other minor text changes, within the San Dimas Plaza and the Fitness Plaza Shopping Centers, located at the northeast and southeast corners of Arrow Highway and Lone Hill Avenue. APNs: 8383-010-024 thru -034, -037, -040, -045, -064, -069, -078 and 8383-020-067 thru -069, -056). **Planning Commission recommended approval 4-0 on May 21, 2015**

ORDINANCE 1232, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS ADOPTING MUNICIPAL CODE TEXT AMENDMENT 15-02 TO AMEND THE USES IN CHAPTER 18.530. SPECIFIC PLAN NO. 18, AREAS I & III, BY ALLOWING EXPANDED RETAIL AND SERVICE BUSINESS USES CURRENTLY NOT ALLOWED, AND OTHER MINOR TEXT CHANGES
(FIRST READING AND INTRODUCTION)

7. ORAL COMMUNICATIONS

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

b. City Manager

c. City Attorney

d. Members of the City Council

1) Possible appointment of Planning Commissioner

2) Designation of Voting Delegates and Alternate for League of California Cities Meeting September 30, 2015

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

4) Individual Members' comments and updates.

8. ADJOURNMENT

The next meeting is a study session on June 23, 2015, 5:00 p.m. followed by regular meeting at 7:00 p.m.

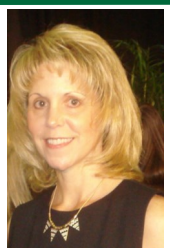
Notice Regarding American with Disabilities Act: In compliance with the ADA, if you need assistance to participate in a city meeting, please contact the City Clerk's Office at (909) 394-6216. Early notification before the meeting you wish to attend will make it possible for the City to make reasonable 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 June 5 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

City of San Dimas

Quarterly Newsletter From Your Waste Management Team



Message from your District Manager

It's hard to believe that three months just went by and it's time for our quarterly newsletter once again! I have great news to share with everyone, our residential driver Leonard Leanos was one of three hundred nominees for Waste Management's Driver of the Year award and you guessed it – HE WON!

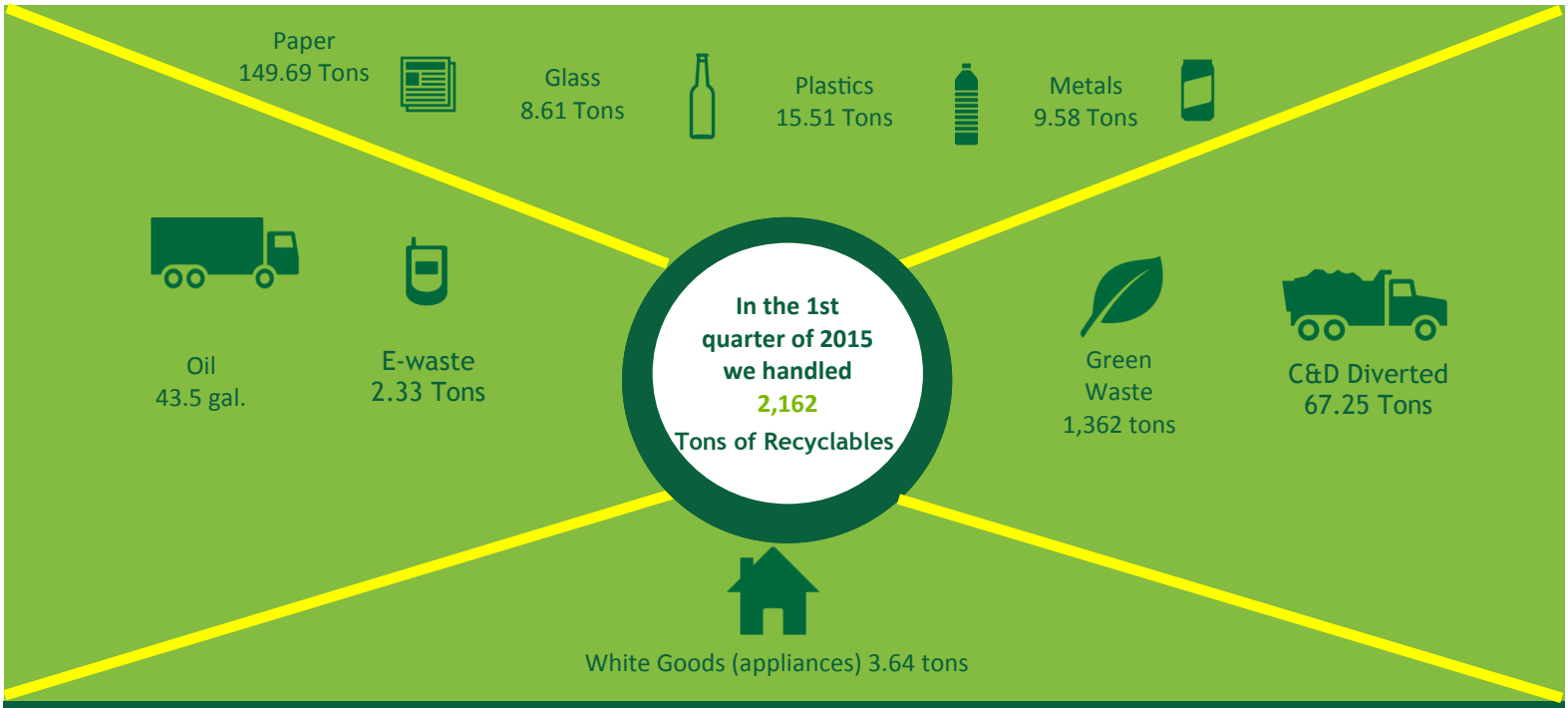
We couldn't be more proud. Leonard is a 27 year veteran of the company with no preventable accidents or injuries, an astonishing feat in and of itself but it's Leonard's kindness and generosity that set him apart from the rest. Leonard and his wife Cindy spent four days at our Corporate Headquarters in Houston, TX with CEO David Steiner and our Executive Team celebrating his success.

So if you see Waste Management truck 104407, give Leonard a shout! Heck, if you feel like it, give all our drivers a quick wave. Until next quarter (I'm not sure how I'll top this news)….

Thank you,

Cheryl Lautman (clautman@wm.com)

Driver of the Year Leonard Leanos and Waste Management CEO David Steiner in Houston, TX.



Waste Management of San Gabriel Valley
For more information contact: Teri Muse tmuse@wm.com

Q1 2015

Recycling Myth Busters

Find out what you CAN recycle with these easy tips

YES

Clean pizza boxes (without food or paper liners/doilies) are acceptable recyclables. At one point, pizza boxes were made with a wax coating that made them not acceptable. The new pizza boxes (often with a paper doily serving as a moisture barrier) are high potential recyclables and should be included in curbside recycling

NO

The plastic "to go" containers or containers holding berries, apples, bakery items, etc., are not consistently made of high value plastic, are difficult to recycle and are usually contaminated with food when disposed.

Azusa Material Recovery Facility (MRF) & Transfer Station (TS) Monthly Tours

Join Waste Management on a tour of our state-of-the-art facility, where we recycle over 20,000 tons of recyclables a month!

When: Fourth Thursday of every month
Time:10:30 a.m. -11:30 a.m.
Where: 1211 W. Gladstone
Azusa, CA 91702

Notes: Tours are by Reservation Only, must be 18 years old or older and must be able to climb stairs. All attendees must wear closed toe shoes (no high heels).
Please RSVP to Teri Muse
tmuse@wm.com

Community Connections

During the 1st quarter of 2015, Waste Management sponsored the San Dimas Chamber of Commerce's Toast of the Town.

Waste Management Donated $1,000 to the La Verne/San Dimas Educational Foundation.

Waste Management donated $250 to the San Dimas Rotary Strike 4 Success.

Also in the 1st quarter, we provided an in-kind donation to the Christ Church of the Valley Food Bank of a 3 yard disposal bin.

Your Public Sector Solutions Team:

Teri Muse
tmuse@wm.com

Anthony Fernandez
aferna15@wm.com

Kenneth furlough
kfurloug@wm.com

RESOLUTION NO. 2015-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTHS OF MAY AND JUNE 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 Prepaid Warrant Register 05/31/2015 (25027-25071) in the amount of $2,203,722.30 and Warrant Register 06/15/2015 (151726-151843) in the amount of $636,474.79.

PASSED AND ADOPTED this 9th day of June 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 approved by vote of the City Council of the City of San Dimas at its regular meeting of June 9th, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Debra Black, Deputy City Clerk

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
		BANK OF AMERICA										
25027	05/31/15	CANYON BREEZE CHURCH	.00001	FACILITY RNTL DEP REF	300.00				N	M		001.341.002
25028	05/31/15	APWA	.00002	APWA EVENT 5/7/15	50.00				N	M		001.4310.021.000
25029	05/31/15	ARBOGAST/THOMAS	.00003	REIMB VOLUNTEER UNIFOR	42.45				N	M		001.4210.428.000
25030	05/31/15	MACKENZIE/CHRIS	10102	BBQ, CRIME PREV, EVEN	300.00				N	M		001.4210.428.000
25031	05/31/15	TEMPLEMAN/JEFF	10568	CCCA SEM MILEAGE & PK	191.48				N	M		001.4110.021.000
25032	05/31/15	L.A. CO. CLERK/REGIS	10540	POSTING FEE/WALNUT CRE	75.00				N	M		020.4410.937.021
25033	05/31/15	SAN DIMAS PAYROLL/CI	16050	P/E 5/9/15	136,347.93				N	M		001.110.004
25034	05/31/15	CA-STATE DISBURSEMEN	11611	P/E 5/9/15	567.69				N	M		001.210.004
25035	05/31/15	EMPLOYMENT DEVELOPME	12343	SIT P/E 5/9/15	7,951.18				N	M		001.210.004
25036	05/31/15	LINCOLN NATIONAL LIF	14286	EMP DED P/E 5/9/15	440.00				N	M		001.210.004
25036	05/31/15	LINCOLN NATIONAL LIF	14286	CITY PORT P/E 5/9/15	882.82				N	M		001.212.001
					1,322.82	*CHECK TOTAL						
25037	05/31/15	NATIONWIDE RETIREMNT	14735	EMP DED P/E 5/9/15	7,917.47				N	M		001.210.004
25037	05/31/15	NATIONWIDE RETIREMNT	14735	CITY PORT P/E 5/9/1	7,974.57				N	M		001.212.001
					15,892.04	*CHECK TOTAL						
25038	05/31/15	PERS RETIREMENT CONT	15639	EMP 7% P/E 5/9/15	12,818.41				N	M		001.210.004
25038	05/31/15	PERS RETIREMENT CONT	15639	CITY 14.194% P/E 5	29,246.12				N	M		001.212.001
25038	05/31/15	PERS RETIREMENT CONT	15639	SURVIVOR P/E 5/9/15	62.31				N	M		001.210.004
25038	05/31/15	PERS RETIREMENT CONT	15639	PAYBACK P/E 5/9/15	48.87				N	M		001.210.004
25038	05/31/15	PERS RETIREMENT CONT	15639	EMP 6.25% P/E 5/9/15	964.30				N	M		001.210.004
25038	05/31/15	PERS RETIREMENT CONT	15639	CITY 6.25% P/E 5/9/15	964.30				N	M		001.212.001
25038	05/31/15	PERS RETIREMENT CONT	15639	SURVIVOR P/E 5/9/15	7.44				N	M		001.210.004
25038	05/31/15	PERS RETIREMENT CONT	15639	OPTIONAL BEN P/E 5/9/15	0.01CR				N	M		001.4190.200.002
					44,111.74	*CHECK TOTAL						
25039	05/31/15	U.S. BANK	10590	EMP DED P/E 5/9/15	891.82				N	M		001.210.014
25039	05/31/15	U.S. BANK	10590	CITY PORT 5/9/15	186.96				N	M		001.212.014
					1,078.78	*CHECK TOTAL						
25040	05/31/15	VANTAGEPOINT TRANSFE	17090	EMP DED 5/9/15	2,051.92				N	M		001.210.004
25040	05/31/15	VANTAGEPOINT TRANSFE	17090	CITY PORT 5/9/15	350.00				N	M		001.212.001
					2,401.92	*CHECK TOTAL						
25041	05/31/15	WAGE WORKS INC	10677	UNREIM MED P/E 5/9/15	714.58				N	M		001.210.004
25042	05/31/15	VALDIVIA/STEVEN	12134	REIMB J LEE PARKING 3/	18.00				N	M		001.4150.021.000
25042	05/31/15	VALDIVIA/STEVEN	12134	PKG MACH RFN 4/14, 4/27	6.00				N	M		001.4190.020.000
25042	05/31/15	VALDIVIA/STEVEN	12134	DIVIDERS INTRVW NOTEBOO	5.77				N	M		001.4190.033.000
25042	05/31/15	VALDIVIA/STEVEN	12134	METROLINK 3/18, 4/1,	109.29				N	M		001.4308.021.000
25042	05/31/15	VALDIVIA/STEVEN	12134	INTERVIEW PANEL LUNCH	37.00				N	M		001.4309.021.000
25042	05/31/15	VALDIVIA/STEVEN	12134	LUNCH/ACCELA MTG 5/7/1	36.95				N	M		001.4311.021.000

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
		BANK OF AMERICA							
25042	05/31/15	VALDIVIA/STEVEN	12134	ACCELA MTG REFRESHMENT	11.17				N M 001.4311.021.000
25042	05/31/15	VALDIVIA/STEVEN	12134	BATTERIES BLDG/SAFETY	14.48				N M 001.4311.033.000
					238.66	*CHECK TOTAL			
25043	05/31/15	SAN DIMAS EMPLOYEES	15995	SDEA DUES MAY/15	434.00				N M 001.210.004
25044	05/31/15	RODRIGUEZ/ERICA	10695	BINGO PRIZES,MOVIE REN	21.26				N M 001.4420.013.003
25044	05/31/15	RODRIGUEZ/ERICA	10695	TOUR GUIDE TIPS 4/23,5	50.00				N M 072.4125.434.000
25044	05/31/15	RODRIGUEZ/ERICA	10695	REIMB.BINGO TRIP GAMES	13.72				N M 001.4420.034.002
25044	05/31/15	RODRIGUEZ/ERICA	10695	SR.BOUTIQUE SALES	11.25				N M 001.4420.013.009
					96.23	*CHECK TOTAL			
25045	05/31/15	UNIVERSITY OF LA VER	12272	REIMB.RPR CITY CAMERA	375.00				N M 001.4190.038.001
25046	05/31/15	BRISTING, DOROTHY	10131	PIZZA/STAFF TRAIN'N 4/	35.00				N M 001.4420.033.000
25046	05/31/15	BRISTING, DOROTHY	10131	WILS LUNCH REIMB.5/7	40.00				N M 001.4410.021.000
25046	05/31/15	BRISTING, DOROTHY	10131	DECORATION SPRING SHOW	3.27				N M 001.4420.034.001
					78.27	*CHECK TOTAL			
25047	05/31/15	LOCAL AGENCY INVESTM	14289	L.A.I.F INVESTM	1,700,000.00				N M 001.111.018
25048	05/31/15	VALDIVIA/STEVEN	12134	K.PATEL TAC LUNCH 5/18	25.00				N M 001.4310.021.000
25048	05/31/15	VALDIVIA/STEVEN	12134	K.PATEL TAC LUNCH 4/20	25.00				N M 001.4310.021.000
25048	05/31/15	VALDIVIA/STEVEN	12134	K.PATEL TAC LUNCH 5/6	18.00				N M 001.4310.021.000
25048	05/31/15	VALDIVIA/STEVEN	12134	ACCELA MTG SNACKS 5/12	14.90				N M 001.4311.021.000
25048	05/31/15	VALDIVIA/STEVEN	12134	ACCELA MTG SNACKS 5/13	37.94				N M 001.4311.021.000
25048	05/31/15	VALDIVIA/STEVEN	12134	ACCELA MTG SNACKS 5/13	29.16				N M 001.4311.021.000
25048	05/31/15	VALDIVIA/STEVEN	12134	ACCELA MTG SNACKS5/13,	33.91				N M 001.4311.021.000
25048	05/31/15	VALDIVIA/STEVEN	12134	K.NEUSTICE/EASELPAD 5/	35.72				N M 001.4311.021.000
25048	05/31/15	VALDIVIA/STEVEN	12134	LCYRUS/NPDES SUPPLY 5/	49.89				N M 001.4341.024.001
25048	05/31/15	VALDIVIA/STEVEN	12134	L.CYRUS/NPDES SNACKS	36.95				N M 001.4341.024.001
					306.47	*CHECK TOTAL			
25049	05/31/15	GIBBENS/MARC	.00006	REFUND/TUES.SOFTBALL	380.00				N M 001.367.003
25050	05/31/15	LEGASPI/JENNIFER	11074	TUITION REIMBURSEME	2,000.00				N M 001.4190.020.005
25051	05/31/15	ENVIROCERT INTERNATI	11080	CPSWQ REGIST.L.CYRUS	350.00				N M 001.4341.024.001
25052	05/31/15	ENVIROCERT INTERNATI	11080	COSWQ APP.FEE L.CYRUS	250.00				N M 001.4341.024.001
25053	05/31/15	SAN DIMAS PAYROLL/CI	16050	P/E 5/23/15	141,036.57				N M 001.110.004
25054	05/31/15	AFLAC BENEFIT SERVIC	11077	CANCER INS.PREMIUM MA	766.26				N M 001.210.004
25054	05/31/15	AFLAC BENEFIT SERVIC	11077	SPEC.EVENT PREMIUM MA	200.60				N M 001.210.004
25054	05/31/15	AFLAC BENEFIT SERVIC	11077	ACCIDENT INS.PREMIUM	502.66				N M 001.210.004
25054	05/31/15	AFLAC BENEFIT SERVIC	11077	HOSP.INS.PERMIUM MAY	592.58				N M 001.210.004
25054	05/31/15	AFLAC BENEFIT SERVIC	11077	VISION INS.PREMIUM MA	112.40				N M 001.210.004
25054	05/31/15	AFLAC BENEFIT SERVIC	11077	OPTIONAL BENEFITS MAY 1	0.03CR				N M 001.4190.200.002
					2,174.47	*CHECK TOTAL			

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
BANK OF AMERICA												
25055	05/31/15	CA-STATE DISBURSEMEN	11611	BI-WKLY CHILD P/E 5/2	567.69				N	M		001.210.004
25056	05/31/15	CALIF PERS RETIREMEN	15048	EMP.DED MAY FOR JUN	6,989.56				N	M		001.210.004
25056	05/31/15	CALIF PERS RETIREMEN	15048	CITY PORTION MAY F	49,313.84				N	M		001.212.001
25056	05/31/15	CALIF PERS RETIREMEN	15048	RETIREE FEE MAY FOR	2,196.00				N	M		001.4190.200.005
25056	05/31/15	CALIF PERS RETIREMEN	15048	ADMIN.FEE MAY FOR JUN	216.54				N	M		001.4190.200.002
					58,715.94	*CHECK TOTAL						
25057	05/31/15	DELTA DENTAL INSURAN	15140	CITY PORTION MAY FOR	832.23				N	M		001.212.001
25058	05/31/15	DELTA DENTAL OF CALI	11973	EMP.DED MAY FOR JUNE 1	60.34				N	M		001.210.004
25058	05/31/15	DELTA DENTAL OF CALI	11973	CITY PORTION MAY FO	2,626.93				N	M		001.212.001
25058	05/31/15	DELTA DENTAL OF CALI	11973	EMP.PYMT MAY FOR JUNE	41.54				N	M		001.4190.200.002
					2,728.81	*CHECK TOTAL						
25059	05/31/15	EMPLOYMENT DEVELOPME	12343	SIT P/E 5/23	8,066.39				N	M		001.210.004
25060	05/31/15	GUARDIAN - APPLETON	12986	EMP.DED MAY FOR JUNE	391.76				N	M		001.210.004
25060	05/31/15	GUARDIAN - APPLETON	12986	CITY PORTION MAY FO	7,982.69				N	M		001.4190.200.018
					8,374.45	*CHECK TOTAL						
25061	05/31/15	INLAND EMPIRE UNITED	17060	EMP.DED FOR MAY 2015	268.00				N	M		001.210.004
25062	05/31/15	LINCOLN NATIONAL LIF	14286	EMP.DED P/E 5/23	440.00				N	M		001.210.004
25062	05/31/15	LINCOLN NATIONAL LIF	14286	CITY PORTION P/E 5/23	882.82				N	M		001.212.001
					1,322.82	*CHECK TOTAL						
25063	05/31/15	NATIONWIDE RETIREMNT	14735	EMP.DED P/E 5/23	7,917.47				N	M		001.210.004
25063	05/31/15	NATIONWIDE RETIREMNT	14735	CITY PORTION P/E 5/	7,974.57				N	M		001.212.001
					15,892.04	*CHECK TOTAL						
25064	05/31/15	PERS RETIREMENT CONT	15639	EMP.PORTION P/E 5/	12,860.96				N	M		001.210.004
25064	05/31/15	PERS RETIREMENT CONT	15639	CITY PORTION P/E 5	29,343.23				N	M		001.212.001
25064	05/31/15	PERS RETIREMENT CONT	15639	SURVIOR BENE. P/E 5/23	61.38				N	M		001.210.004
25064	05/31/15	PERS RETIREMENT CONT	15639	PAYBACK P/E 5/23	48.87				N	M		001.210.004
25064	05/31/15	PERS RETIREMENT CONT	15639	OPTIONAL BENE. P/E 5/23	0.03				N	M		001.4190.200.002
25064	05/31/15	PERS RETIREMENT CONT	15639	EMP.CONTRIBUTION P/E5	972.18				N	M		001.210.004
25064	05/31/15	PERS RETIREMENT CONT	15639	CITY PORTION P/E 5/23	972.18				N	M		001.212.001
25064	05/31/15	PERS RETIREMENT CONT	15639	SURVIOR BENEFIT P/E 5/2	7.44				N	M		001.210.004
25064	05/31/15	PERS RETIREMENT CONT	15639	OPTIONAL BENEFIT P/E5/2	0.01CR				N	M		001.4190.200.002
					44,266.26	*CHECK TOTAL						
25065	05/31/15	U.S. BANK	10590	EMP.DED P/E 5/23	878.42				N	M		001.210.014
25065	05/31/15	U.S. BANK	10590	CITY PORTION P/E 5/23	184.16				N	M		001.212.014
					1,062.58	*CHECK TOTAL						
25066	05/31/15	VANTAGEPOINT TRANSFE	17090	EMP.DED P/E 5/23	2,051.92				N	M		001.210.004
25066	05/31/15	VANTAGEPOINT TRANSFE	17090	CITY PORTION 5/23	350.00				N	M		001.212.001
					2,401.92	*CHECK TOTAL						

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
	BANK OF AMERICA											
25067	05/31/15	VISION SERVICE PLAN	17182	EMP.DED. MAY FOR JUNE	33.50				N	M		001.210.004
25067	05/31/15	VISION SERVICE PLAN	17182	VISION/CITY MAY FOR J	889.82				N	M		001.212.001
25067	05/31/15	VISION SERVICE PLAN	17182	EMP.PYMT MAY FOR JUNE	16.24				N	M		001.4190.200.002
					939.56	*CHECK TOTAL						
25068	05/31/15	WAGE WORKS INC	10677	UNREIMB.MEDICAL P/E 5	714.58				N	M		001.210.004
25069	05/31/15	WAGE WORKS INC	10677	ADMIN.FEES MAY 2015	66.00				N	M		001.210.004
25069	05/31/15	WAGE WORKS INC	10677	ADMIN.FEE OPT.BENE MAY	59.00				N	M		001.4190.200.002
					125.00	*CHECK TOTAL						
25070	05/31/15	INNOVATIVE PRINTING	13500	ADMIN CITATION ENVELO	368.79		19698		N	M		001.4190.030.001
25071	05/31/15	STEVENS/LARRY	10307	REIMB FOR UCLA CLASS	635.00				N	M		001.4309.021.000
150973	05/31/15	CANYON BREEZE CHURCH	.00005	WR #150973 VOID-LOST	300.00CR				N	M		001.341.002
151557	05/31/15	LANCE, SOLL, & LUNGH	13987	WR #151557-UNABLE ATT	180.00CR				M	M		001.4150.434.000
151679	05/31/15	LEGASPI/JENNIFER	11074	WRONG AMT.VOID CHEC	2,147.04CR				N	M		001.4190.020.005
	BANK OF AMERICA			TOTAL	2,203,722.30							

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
REPORT TOTALS:				2,203,722.30				

RECORDS PRINTED - 000106

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL FUND	2,203,597.30
020	COMMUNITY PARK DEVELOPMENT	75.00
072	PROP A LOCAL TRANSPORTATION	50.00
TOTAL ALL FUNDS		2,203,722.30

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	BANK OF AMERICA	2,203,722.30
TOTAL ALL BANKS		2,203,722.30

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
	BANK OF AMERICA											
151726	06/15/15	ALABBASI CONSTRUCTIO	11071	2014-01 S.D.BRIDG	322,344.00		2		N	D		012.4841.662.000
151727	06/15/15	ALBERTSON'S	10488	HAPPY HOUR/LUNCH SOCIA	78.11		13219		N	D		001.4420.013.003
151727	06/15/15	ALBERTSON'S	10488	SENIOR CTR. SUPPLIES	25.57		18001		N	D		001.4420.013.003
151727	06/15/15	ALBERTSON'S	10488	INTVIEW PANEL SNACK 5/	18.86		27403		N	D		001.4190.033.000
					122.54	*CHECK TOTAL						
151728	06/15/15	ALESHIRE & WYNDER, L	10913	GENERAL	6,545.00		32873		N	D		001.4170.020.000
151728	06/15/15	ALESHIRE & WYNDER, L	10913	LITIGATION	1,417.50		32874		N	D		001.4170.020.000
151728	06/15/15	ALESHIRE & WYNDER, L	10913	PLANNING	315.00		32875		N	D		001.4170.020.000
151728	06/15/15	ALESHIRE & WYNDER, L	10913	PUBLIC WORKS/ENGINE	1,934.98		32876		N	D		001.4170.020.000
151728	06/15/15	ALESHIRE & WYNDER, L	10913	SUCCESSOR AGENCY	1,012.50		32877		N	D		038.4120.020.502
					11,224.98	*CHECK TOTAL						
151729	06/15/15	ALVAREZ/STACY	.00004	REFUND,CUSTOMER W/DREW	30.00				N	D		001.368.021
151730	06/15/15	AMERIPRIDE UNIFORM S	10505	UNIFORMS	26.00		1401102357		N	D		001.4410.029.000
151730	06/15/15	AMERIPRIDE UNIFORM S	10505	UNIFORMS	10.50		1401102358		N	D		001.4311.029.000
151730	06/15/15	AMERIPRIDE UNIFORM S	10505	UNIFORMS	10.50		1401107405		N	D		001.4311.029.000
151730	06/15/15	AMERIPRIDE UNIFORM S	10505	TOWELS	4.80		1401112319		N	D		001.4342.031.000
151730	06/15/15	AMERIPRIDE UNIFORM S	10505	UNIFORMS	32.00		1401112319		N	D		001.4341.029.000
151730	06/15/15	AMERIPRIDE UNIFORM S	10505	UNIFORMS	24.00		1401112328		N	D		001.4414.029.000
151730	06/15/15	AMERIPRIDE UNIFORM S	10505	TOWELS	4.80		1401117711		N	D		001.4342.031.000
151730	06/15/15	AMERIPRIDE UNIFORM S	10505	UNIFORMS	32.25		1401117711		N	D		001.4341.029.000
					144.85	*CHECK TOTAL						
151731	06/15/15	ANAHEIM ARENA MANAGE	11092	ADMIN.TO CIRCUS 7/2	1,604.00		07/29/2015		N	D		001.4420.034.002
151732	06/15/15	ANDREU/CHARLES F	12585	PARKING HEARING 5/20/	105.00		5/20/2015		M	D		001.4210.411.001
151733	06/15/15	BATTERY WORX, INC.	11064	DUAL TERM W/HANDLE	731.04		1-51934		N	D		007.4345.020.007
151734	06/15/15	BERTONE/DENIS	10567	MILEAGE REIMB JAN-MAY	359.38				N	D		001.4110.021.000
151735	06/15/15	BRATT/DAVID	10671	MTGS 5/7 & 5/21/15	100.00				M	D		001.4309.021.001
151736	06/15/15	BROWN/LOROUS C	11169	INSTR.AEROBIC MAY 15	125.00				M	D		001.4430.020.000
151737	06/15/15	CALBO	11859	CLASS 1.MEMBER.E.BEIL	215.00		9503		N	D		001.4311.016.000
151738	06/15/15	CALDERON/ROSAMARIA	.00005	REFUND DEPOSIT 5/24	500.00				N	D		001.341.002
151739	06/15/15	CARSON/AMANDA	12102	INSTR.WSI MAY 15	1,577.60				M	D		001.4430.020.000
151740	06/15/15	CENTER ICE	11519	INSTR.ICE SKATING MAY	176.80				N	D		001.4420.020.000
151741	06/15/15	CHENG/JENNIFER	.00006	REFUND,CUSTOMER W/DREW	80.00				N	D		001.367.001
151742	06/15/15	CM SCHOOL SUPPLY CO	11672	P&R BUTCHER PAPER	59.35		250945		N	D		001.4420.033.000

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
	BANK OF AMERICA											
151743	06/15/15	COAST FITNESS REPAIR	11649	TREADMILL SMALL LENS	59.77		60559		N	D		001.4430.015.000
151744	06/15/15	COMMUNITY ACTION-EAP	11688	JUNE'15 EMP.ASSIST.	350.00				N	D		001.4150.435.000
151745	06/15/15	CORODATA	10678	ARPRIL 15 RECORD STORA	90.82		RS4159142		N	D		001.4190.019.000
151746	06/15/15	COSTCO WHOLESALE	12205	BEACH CHAIRS	61.86		06/02/2015		N	D		001.4430.033.000
151746	06/15/15	COSTCO WHOLESALE	12205	MICROWAVE UNIT	110.49		06/02/2015		N	D		001.4420.033.000
					172.35	*CHECK TOTAL						
151747	06/15/15	CSG CONSULTANTS INC	10871	BLDG PLAN REVIEW SV	2,252.50		B150247		N	D		001.4311.020.001
151748	06/15/15	CUEVAS/SANDRA	10990	INSTR.TINY TOTS APR	1,036.80				M	D		001.4420.020.000
151749	06/15/15	DAPEER,ROSENBLIT & L	11960	APR/15 M.C. PROSECU	5,578.99		9980		N	D		001.4170.020.001
151750	06/15/15	DAVIS/JOHN	11847	MTGS 5/7 & 5/21/15	100.00				M	D		001.4309.021.001
151751	06/15/15	DJP ENGINEERING INC	12379	TRAFFIC SIGNAL MOD	2,958.18		14028-2		N	D		073.4841.690.012
151752	06/15/15	EBINER/JOHN	10569	REIMB.MILEAGE INDIAN	196.45		5/14-17/2015		N	D		001.4110.021.000
151753	06/15/15	ED'S AUTO PARTS	12188	MEGATRON BATTERY,HALO	132.74		129985		M	D		001.4342.011.000
151754	06/15/15	ENSBERG/STEPHEN	11299	MTGS 5/7 & 5/21/15	100.00				M	D		001.4309.021.001
151755	06/15/15	F & H TIRE CO	10701	SVS CALL,TIRE RPR,LAB	398.41		IN00724185		N	D		001.4342.011.000
151756	06/15/15	FISHER ASSOCIATES/RI	11036	MARCHANT PK REHAB	10,599.53		3635R		N	D		022.4410.924.001
151757	06/15/15	FLORES/ROXANNE	.00007	REFUND DEPOSIT 5/23	500.00				N	D		001.341.002
151758	06/15/15	FOOTHILL CHAPTER	10615	RENEW MEMBER,J.THOMPSO	10.00				N	D		001.4311.016.000
151758	06/15/15	FOOTHILL CHAPTER	10615	RENEW MEMBER,E.BEILSTE	50.00		2015-2016		N	D		001.4311.016.000
151758	06/15/15	FOOTHILL CHAPTER	10615	RENEW MEMBER,G.MYSKEWI	10.00		2015-2016		N	D		001.4311.016.000
					70.00	*CHECK TOTAL						
151759	06/15/15	FRANCHISE TAX BOARD	12421	2014 TAX WH OWNER L	1,158.78		2675205150512		N	D		003.4410.020.001
151760	06/15/15	GANAHL LUMBER COMPAN	10758	TREATING	280.42		A811393		N	D		001.4341.020.005
151760	06/15/15	GANAHL LUMBER COMPAN	10758	PLANNING MILL MILLING	496.80		A811404		N	D		001.4341.020.005
					777.22	*CHECK TOTAL						
151761	06/15/15	GARCIA/MIRELLA	.00008	REFUND,CUSTOMER W/DRE	120.00				N	D		001.367.011
151761	06/15/15	GARCIA/MIRELLA	.00008	REFUND,CUSTOMER W/DREW	6.00				N	D		001.367.002
					126.00	*CHECK TOTAL						
151762	06/15/15	GLENDORA SIGNS	12808	REFURBISH EXISTING	3,911.00		BALANCE		M	D		020.4410.937.015
151763	06/15/15	GOLDEN STATE WATER C	16324	67493000003	294.55				N	D		053.4410.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	59493000000	78.35				N	D		053.4410.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	88493000009	239.12				N	D		008.4414.022.004

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
	BANK OF AMERICA											
151763	06/15/15	GOLDEN STATE WATER C	16324	77193000005	99.51				N	D		001.4415.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	70922200004	57.20				N	D		008.4415.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	55293000000	74.84				N	D		001.4415.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	47193000008	34.31				N	D		001.4415.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	42676200001	182.70				N	D		001.4415.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	37193000009	34.31				N	D		001.4415.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	22757200005	153.49				N	D		008.4414.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	1620400000	3,591.08				N	D		008.4414.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	00481200004	5,443.12				N	D		008.4414.020.012
151763	06/15/15	GOLDEN STATE WATER C	16324	37593000005	281.45				N	D		001.4410.023.922
151763	06/15/15	GOLDEN STATE WATER C	16324	99104000007	436.61				N	D		008.4414.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	57114200009	74.84				N	D		001.4415.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	86704000008	373.14				N	D		075.4443.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	75704000001	528.31				N	D		008.4414.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	38704000009	817.49				N	D		075.4443.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	37704000001	246.18				N	D		075.4443.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	97004000002	132.34				N	D		001.4415.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	44383000005	26.41				N	D		008.4415.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	18004000008	182.70				N	D		075.4440.022.004
151763	06/15/15	GOLDEN STATE WATER C	16324	12683000009	135.85				N	D		001.4415.022.004
					13,517.90	*CHECK TOTAL						
151764	06/15/15	GONZALEZ/MARTHA	.00009	REFUND,CUSTOMER W/DREW	6.00				N	D		001.367.002
151765	06/15/15	GRAINGER	12944	EYE SHIELD KIT	16.27		9706397149		N	D		001.4342.033.000
151765	06/15/15	GRAINGER	12944	IPHONE 5, CASE,BLACK	56.85		9729935099		N	D		001.4342.033.000
151765	06/15/15	GRAINGER	12944	PHONE CASE W/HOLDER	35.18		9741430111		N	D		001.4342.033.000
151765	06/15/15	GRAINGER	12944	IPHONE CASE RTN/CREDIT	56.85CR		9741792056		N	D		001.4342.033.000
					51.45	*CHECK TOTAL						
151766	06/15/15	GROVER & ASSOCIATES/	12320	T.E. SERVICES	5,760.00		15184-IN		N	D		001.4345.020.001
151767	06/15/15	GUESS/WENDY	10435	REIMB.SHOOT'N STARS B	330.81				N	D		110.213.148
151768	06/15/15	HADDOX/NATALIE	10480	INSTR.YOGA MAY	100.00				M	D		001.4430.020.000
151769	06/15/15	HI-SHEEN	13144	ROAD MAINT.BLDG STRIP	500.00		361		M	D		001.4342.031.000
151770	06/15/15	HINDERLITER DE LLAMA	13146	SALES TAX 2ND QTR	3,539.67		0023994-IN		N	D		001.4190.020.007
151771	06/15/15	HOLLIDAY ROCK COMPAN	13195	FOB MAX PG 64-10	488.16		731208		N	D		001.4341.033.000
151771	06/15/15	HOLLIDAY ROCK COMPAN	13195	FOB MAX PG 64-10	980.37		731722		N	D		001.4341.033.000
					1,468.53	*CHECK TOTAL						
151772	06/15/15	HOMETOWN RENTALS	13194	VACUUM, WET N' DRY	20.00		161711-1		N	D		001.4341.019.000
151773	06/15/15	HOSE-MAN INC	10192	HOSE RPR,BRASS COUPLER	14.22		2296189-0001-0		N	D		001.4342.011.002
151774	06/15/15	INLAND EMPIRE	13575	GOLDEN NUGGET 5/20	5,169.00		44553		N	D		001.4420.034.002
151774	06/15/15	INLAND EMPIRE	13575	GOLDEN NUGGET 5/20	1,520.00		44553		N	D		072.4125.434.000
					6,689.00	*CHECK TOTAL						

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
		BANK OF AMERICA										
151775	06/15/15	INLAND OFFICE PRODUC	10441	OFFICE SUPPLIES	67.45		866670		N	D		001.4190.030.000
151775	06/15/15	INLAND OFFICE PRODUC	10441	OFFICE SUPPLY RTN/CRED	50.23CR		866671		N	D		001.4190.030.000
151775	06/15/15	INLAND OFFICE PRODUC	10441	OFFICE SUPPLIES	88.79		866693		N	D		001.4190.030.000
151775	06/15/15	INLAND OFFICE PRODUC	10441	OFFICE SUPPLIES	96.42		866698		N	D		001.4190.030.000
151775	06/15/15	INLAND OFFICE PRODUC	10441	OFFICE SUPPLIES	1,026.06		866816		N	D		001.4190.030.000
151775	06/15/15	INLAND OFFICE PRODUC	10441	OFFICE SUPPLIES	56.48		866817		N	D		001.4190.030.000
					1,284.97	*CHECK TOTAL						
151776	06/15/15	JOHNSON/BARBARA	12574	SR.BOUTIQUE SALES	53.10				M	D		001.4420.013.009
151777	06/15/15	KELSOE & ASSOCIATES	13848	SVS,TRACTS#39492&49	3,600.00		9580		N	D		110.214.890
151777	06/15/15	KELSOE & ASSOCIATES	13848	SURVEY SVS,GLADSTON	1,775.00		9581		N	D		001.4310.020.006
					5,375.00	*CHECK TOTAL						
151778	06/15/15	L.A. CO. DEPT OF PUB	14297	TS MAINT. DDG, ROAD FU	49.81		PW-15050707839		N	D		007.4345.022.001
151778	06/15/15	L.A. CO. DEPT OF PUB	14297	TS MAINT. DDG, ROAD F	230.30		PW-15050707839		N	D		007.4345.020.002
					280.11	*CHECK TOTAL						
151779	06/15/15	LA VERNE/CITY OF	13976	FINGERPRINTS NEW HIRE	165.00				N	D		001.4150.020.000
151779	06/15/15	LA VERNE/CITY OF	13976	SAN DIMAS COST SHAR	1,816.10		1662430B		N	D		001.4341.024.020
					1,981.10	*CHECK TOTAL						
151780	06/15/15	LAZARO/JORGE	.00001	REFUND DEPOSIT 5/24	100.00				N	D		001.341.002
151781	06/15/15	LIFT TEK	10249	JANITORIAL SUPPLIES	520.52		A12720		M	D		001.4342.031.000
151781	06/15/15	LIFT TEK	10249	JANITORIAL SUPPLIES	672.20		A12720		M	D		001.4342.033.000
151781	06/15/15	LIFT TEK	10249	ROLL TOWELS,FUEL CHRG	93.75		A12727		M	D		001.4342.033.000
					1,286.47	*CHECK TOTAL						
151782	06/15/15	LOWE'S HOME IMPROVEM	10479	LOBBY CORN BROOM	21.68		10362		N	D		001.4430.031.000
151782	06/15/15	LOWE'S HOME IMPROVEM	10479	BUCKET,BRUSHES,COUP	21.69		10823		N	D		001.4430.023.000
151782	06/15/15	LOWE'S HOME IMPROVEM	10479	LIQUID CHLORINE	100.28		19747		N	D		001.4410.033.000
151782	06/15/15	LOWE'S HOME IMPROVEM	10479	ELECTICAL TOOLS	17.35		60479		N	D		001.4412.015.000
					161.00	*CHECK TOTAL						
151783	06/15/15	MAR-CO EQUIPMENT CO	12263	MOUNT SCREEN,BOLT,L	1,930.58		123971		N	D		001.4342.011.002
151784	06/15/15	MARSAN TURF & IRRIGA	14540	RAINBIRD PARTS	119.15		401747		N	D		008.4415.033.000
151785	06/15/15	MATHISEN OIL COMPANY	14565	GASOLINE REGULAR	3,732.76		5123921		N	D		001.4342.011.001
151785	06/15/15	MATHISEN OIL COMPANY	14565	DIESEL FUEL	1,100.90		5123922		N	D		001.4342.011.001
					4,833.66	*CHECK TOTAL						
151786	06/15/15	MATHISON/MARLA	.00010	REFUND,ACTIVITY CANCE	129.00				N	D		001.367.001
151787	06/15/15	MATULIONIS/KATHLEEN	12197	INSTR.AEROBIC MAY 15	700.00				M	D		001.4430.020.000
151788	06/15/15	MC CAIN TRAFFIC SUPP	14568	ILLLULMINATED ST.SIGN	566.80		INV0191947		N	D		001.4345.033.000
151789	06/15/15	MENDEZ/JENNIFER	11082	MILEAGE REIMB JAN-MAY/	41.40				N	D		001.4150.021.000

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
		BANK OF AMERICA										
151790	06/15/15	MICHAELIS/BLAINE	10179	REIMB.MILEAGE,INDIAN	118.45		5/14-16/2015			N	D	001.4120.021.000
151791	06/15/15	MULCAHY/SANDRA J	12030	INSTR.AEROBIC MAY 15	137.50					M	D	001.4430.020.000
151792	06/15/15	MURPHY/BONNIE J.	14729	INSTR.AEROBIC MAY 15	837.50					M	D	001.4430.020.000
151793	06/15/15	MYFLEETCENTER.COM	12278	SVS UNIT#60,LABOR	107.17		1712779962BAY4			N	D	001.4342.011.000
151793	06/15/15	MYFLEETCENTER.COM	12278	SVS UNIT#5, LABOR	88.83		1712780734BAY4			N	D	001.4342.011.000
					196.00	*CHECK TOTAL						
151794	06/15/15	NAPOLI/BOB	12454	INSTR.FOOTBALL MAR-	5,733.60					M	D	001.4420.020.000
151795	06/15/15	NARULA/VERU	.00011	REFUND,ACTIVITY CANCEL	99.00					N	D	001.367.001
151796	06/15/15	ORANGE COUNTY SANDBA	10464	SNAKE BAGS,PALLETS	291.60		OC01501118			N	D	001.4341.033.000
151797	06/15/15	PHOENIX GROUP INFORM	12381	ADMINISTRATIVE CITATIO	14.16		0420151188			N	D	001.4309.020.000
151797	06/15/15	PHOENIX GROUP INFORM	12381	REGULAR CITATIONS	1,222.76		0420151188			N	D	001.4210.411.000
					1,236.92	*CHECK TOTAL						
151798	06/15/15	PLUMBING WHOLESALE O	15093	SPUD,SLOAN,BRASS,KITS	156.99		S100018613.001			N	D	001.4410.033.000
151798	06/15/15	PLUMBING WHOLESALE O	15093	RPR KIT FOR OPTIMA	49.28		S100019029.001			N	D	001.4410.023.000
					206.27	*CHECK TOTAL						
151799	06/15/15	POMONA WHOLESALE ELE	15389	KLEIN, LUT HL3	513.75		S2197026.001			N	D	001.4410.015.000
151800	06/15/15	PORTER BOILER SERVIC	15390	ANNUAL INSPECTION MAI	945.00		47986			N	D	001.4430.015.000
151801	06/15/15	PRECISION CONCRETE C	10164	VARIOUS LOCATIONS Z	2,325.00		52615			N	D	012.4841.692.001
151801	06/15/15	PRECISION CONCRETE C	10164	VARIOUS LOCATIONS Z	2,352.00		52715			N	D	012.4841.692.001
151801	06/15/15	PRECISION CONCRETE C	10164	VARIOUS LOCATIONS Z	2,112.75		52815			N	D	012.4841.692.001
151801	06/15/15	PRECISION CONCRETE C	10164	VARIOUS LOCATIONS Z	2,435.25		52915			N	D	012.4841.692.001
					9,225.00	*CHECK TOTAL						
151802	06/15/15	PROTICH/DESTINI	.00012	REFUND, WRONG SESSION	53.00					N	D	001.367.001
151803	06/15/15	PUBLIC RESTROOM COMP	11081	PUBLIC RESTROOM IN	88,676.00		9515			N	D	022.4410.924.001
151804	06/15/15	QUALITY INSTANT PRIN	15661	2 SHEETS LAMINATED	2.73		35313			N	D	001.4190.018.000
151804	06/15/15	QUALITY INSTANT PRIN	15661	BUSINESS CARDS,GREGORY	46.87		35613			N	D	001.4190.018.000
					49.60	*CHECK TOTAL						
151805	06/15/15	RAHI/M. YUNUS	11303	MTGS 5/7 & 5/21/15	100.00					M	D	001.4309.021.001
151806	06/15/15	RECONCILED TERMITE &	11188	MAY PEST CTRL/MARTIN H	30.00		6991			M	D	001.4411.023.000
151806	06/15/15	RECONCILED TERMITE &	11188	MAY PEST CTRL/SR.CNT,C	45.00		6991			M	D	001.4412.023.000
151806	06/15/15	RECONCILED TERMITE &	11188	MAY PEST CTRL/MARCHANT	35.00		6991			M	D	001.4410.023.000
151806	06/15/15	RECONCILED TERMITE &	11188	MAY PEST CTRL/SYCAMORE	28.00		6991			M	D	001.4410.023.922
151806	06/15/15	RECONCILED TERMITE &	11188	MAY PEST CTRL/SWIM&RAC	35.00		6991			M	D	001.4430.023.000
151806	06/15/15	RECONCILED TERMITE &	11188	MAY PEST CTRL/CITY,CO	100.00		6991			M	D	001.4411.023.000

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
BANK OF AMERICA												
151806	06/15/15	RECONCILED TERMITE &	11188	MAY PEST CTRL/LADERA S	28.00		6991/LADERA SE		M	D		001.4410.023.000
151806	06/15/15	RECONCILED TERMITE &	11188	MAY PEST CTRL/LONE HIL	28.00		6991/LONE HILL		M	D		001.4410.023.000
					329.00	*CHECK TOTAL						
151807	06/15/15	REGENCY LIGHTING	10757	801027	35.19		3344319		N	D		001.4410.015.000
151807	06/15/15	REGENCY LIGHTING	10757	M400/U	51.88		3345457		N	D		001.4430.033.000
					87.07	*CHECK TOTAL						
151808	06/15/15	RICOH USA, INC	10812	MAY IMAGES#3352753	513.50		5036151077		N	D		001.4190.015.000
151808	06/15/15	RICOH USA, INC	10812	MAY IMAGES#3333039	50.31		5036161802		N	D		001.4190.015.000
151808	06/15/15	RICOH USA, INC	10812	MAY IMAGES#3333031	19.74		503616196		N	D		001.4190.015.000
151808	06/15/15	RICOH USA, INC	10812	MAY IMAGES#3333044	131.94		503616798		N	D		001.4190.015.000
151808	06/15/15	RICOH USA, INC	10812	MAY IMAGES#3367607	168.60		5036171935		N	D		001.4190.015.000
151808	06/15/15	RICOH USA, INC	10812	MAY IMAGES#3367617	196.53		5036171942		N	D		001.4190.015.000
151808	06/15/15	RICOH USA, INC	10812	MAY IMAGES#3381035	878.89		5036172013		N	D		001.4190.015.000
151808	06/15/15	RICOH USA, INC	10812	MAY IMAGES#3370163	131.33		5036172040		N	D		001.4190.015.000
					2,090.84	*CHECK TOTAL						
151809	06/15/15	RIGHT OF WAY INC	12433	TRAFFIC CONTROL SIGNS	693.92		17637		N	D		001.4345.033.000
151809	06/15/15	RIGHT OF WAY INC	12433	TRAFFIC CONTROL SIGNS	386.80		17639		N	D		001.4341.033.000
151809	06/15/15	RIGHT OF WAY INC	12433	TRAFFIC CONTROL SIGNS	440.63		17744		N	D		001.4345.033.000
151809	06/15/15	RIGHT OF WAY INC	12433	TRAFFIC CONTROL SIGNS	264.38		17761		N	D		001.4345.033.000
					1,785.73	*CHECK TOTAL						
151810	06/15/15	RKA CONSULTING GROUP	15792	SAN DIMAS ST.IMROV.	8,475.25		23558		N	D		012.210.001
151810	06/15/15	RKA CONSULTING GROUP	15792	GOLD LINE/SAN DIMAS	367.50		23631		N	D		001.4308.020.002
151810	06/15/15	RKA CONSULTING GROUP	15792	HORSETHIEFT CNY PK	1,567.50		23632		N	D		001.4410.041.002
					10,410.25	*CHECK TOTAL						
151811	06/15/15	S & S WORLDWIDE, INC	10584	MP SUPPLIES	357.84		8603610		N	D		001.4420.034.011
151811	06/15/15	S & S WORLDWIDE, INC	10584	LSP SUPPLIES	321.58		8603875		N	D		001.4420.034.011
151811	06/15/15	S & S WORLDWIDE, INC	10584	STUDENT UNION SUPPLIE	630.37		8606023		N	D		001.4420.033.000
151811	06/15/15	S & S WORLDWIDE, INC	10584	WORKROOM SUPPLIES	174.00		8606405		N	D		001.4420.033.000
					1,483.79	*CHECK TOTAL						
151812	06/15/15	SAMPAT/CHANDRAKANT	.00002	REFUND DEPOSIT 5/23	500.00				N	D		001.341.002
151813	06/15/15	SAN DIMAS GROVE STAT	10596	JUN H.O.A.234 S.S.D.A	297.47				N	D		034.4802.865.506
151813	06/15/15	SAN DIMAS GROVE STAT	10596	JUN H.O.A.264 S.S.D.A	296.55				N	D		034.4802.865.506
151813	06/15/15	SAN DIMAS GROVE STAT	10596	JUN H.O.A.334 S.S.D.A	296.87				N	D		034.4802.865.506
151813	06/15/15	SAN DIMAS GROVE STAT	10596	JUN H.O.A.354 S.S.D.A	296.62				N	D		034.4802.865.506
					1,187.51	*CHECK TOTAL						
151814	06/15/15	SAN DIMAS VILLAGE WA	10907	166 COMMERICAL/JUN15	243.74				N	D		034.4802.865.512
151814	06/15/15	SAN DIMAS VILLAGE WA	10907	168 COMMERICAL/JUN15	243.74				N	D		034.4802.865.512
151814	06/15/15	SAN DIMAS VILLAGE WA	10907	182 COMMERICAL/JUN15	243.74				N	D		034.4802.865.512
151814	06/15/15	SAN DIMAS VILLAGE WA	10907	184 COMMERICAL/JUN15	243.74				N	D		034.4802.865.512
151814	06/15/15	SAN DIMAS VILLAGE WA	10907	185 COMMERICAL/JUN15	243.74				N	D		034.4802.865.512
151814	06/15/15	SAN DIMAS VILLAGE WA	10907	197 COMMERICAL/JUN15	243.74				N	D		034.4802.865.512
					1,462.44	*CHECK TOTAL						

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
BANK OF AMERICA												
151815	06/15/15	SAN GABRIEL VALLEY C	12559	SGVCOG WRKSHOP 6/10/1	165.00				N	D		001.4120.021.000
151816	06/15/15	SCHWEITZER/DORA	11360	INSTR.TINY TOTS APR	1,267.20				M	D		001.4420.020.000
151817	06/15/15	SMART & FINAL	16292	100 CUP COFFEE SR.CNT	163.49		173175		N	D		001.4420.013.003
151817	06/15/15	SMART & FINAL	16292	TRIPS, DINNERS, BUNKO	311.47		183511		N	D		001.4420.013.003
151817	06/15/15	SMART & FINAL	16292	ADULT EXCURSIONS	107.75		183511		N	D		001.4420.034.002
					582.71	*CHECK TOTAL						
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-21-938-6174	55.75				N	D		007.4345.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-6695	316.45				N	D		027.4801.561.022
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-992-3914	67.15				N	D		007.4341.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-002-365-5038	797.93				N	D		072.4125.453.002
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-18-371-8006	25.92				N	D		008.4414.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-36-182-2042	1.37				N	D		034.4802.865.512
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-36-182-2067	26.89				N	D		034.4802.865.512
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-36-024-3802	4.21				N	D		034.4802.865.512
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-36-024-4024	0.74				N	D		034.4802.865.512
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-34-512-2600	23.33				N	D		034.4802.865.512
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-34-512-2519	6.08				N	D		034.4802.865.512
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-34-512-2568	17.82				N	D		034.4802.865.512
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-34-512-2444	16.78				N	D		034.4802.865.512
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-2637	3,209.64				N	D		001.4430.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-2637	4,905.18				N	D		001.4411.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-2637	2,122.79				N	D		053.4410.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-2637	230.28				N	D		001.4411.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-2637	1,585.84				N	D		001.4412.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-2637	4,823.48				N	D		001.4410.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-18-370-8817	262.83				N	D		071.4190.015.004
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-03-702-9469	822.19				N	D		001.4342.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-985-6338	2,293.01				N	D		007.4345.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-25-116-4430	101.97				N	D		027.4801.561.022
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-18-769-0995	1,660.33				N	D		008.4414.020.012
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-12-253-3763	24.96				N	D		008.4415.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-3478	2,083.18				N	D		008.4414.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-4781	24.96				N	D		001.4415.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-4781	25.10				N	D		075.4440.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-4781	24.24				N	D		001.4415.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-4781	25.10				N	D		075.4443.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-4781	25.10				N	D		075.4443.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-4781	25.10				N	D		075.4443.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-990-4781	25.10				N	D		001.4415.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-989-8306	247.14				N	D		008.4415.022.001
151818	06/15/15	SOUTHERN CALIF EDISO	16314	2-09-989-8306	596.91				N	D		001.4415.022.001
					26,504.85	*CHECK TOTAL						
151819	06/15/15	SOUTHSTAR ENGINEERIN	11025	BIKEWAY IMPROV.PROJ	8,182.14		SAND-003		N	D		012.4841.662.000
151819	06/15/15	SOUTHSTAR ENGINEERIN	11025	BIKEWAY IMPROV.PRO	37,073.21		SAND-004		N	D		012.4841.662.000
					45,255.35	*CHECK TOTAL						

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
BANK OF AMERICA												
151820	06/15/15	STEWART (TONI)/EDWEN	11088	SR.SPECIAL EVENT.6/9	150.00					M	D	001.4420.013.003
151821	06/15/15	TARGET	16540	GIFT CARDS	100.00					N	D	001.4150.431.000
151821	06/15/15	TARGET	16540	GIFT CARDS	270.00					N	D	001.4150.424.000
					370.00	*CHECK TOTAL						
151822	06/15/15	TAVAREZ/MARK	16550	MUSIC N' THE PARK 6/1	650.00					M	D	110.213.774
151823	06/15/15	THOMPSON PLUMBING SU	11862	SUPPLIES, PARTS, KITS	204.65		424890			N	D	001.4410.015.000
151823	06/15/15	THOMPSON PLUMBING SU	11862	SUPPLIES, PARTS, KITS	204.65		424890			N	D	001.4410.023.000
151823	06/15/15	THOMPSON PLUMBING SU	11862	SUPPLIES, PARTS, KITS	53.11		424890			N	D	001.4410.033.000
151823	06/15/15	THOMPSON PLUMBING SU	11862	SUPPLIES, PARTS, KITS	204.66		424890			N	D	001.4410.041.000
					667.07	*CHECK TOTAL						
151824	06/15/15	THORNTON/JEAN M	10364	INSTR.AEROBIC MAY	75.00					M	D	001.4430.020.000
151825	06/15/15	THURMAN/TIM	.00003	REIMB. DONUTS 4/20	41.20					N	D	110.213.100
151826	06/15/15	TIME WARNER CABLE	11669	909 394-6214 INTERNET	109.70					N	D	001.4190.020.034
151827	06/15/15	TOLLY INC	12319	MAY/15 LANDSCAPE SV	1,230.80		17477			N	D	003.4410.023.000
151828	06/15/15	TRIMBLE/JILL	10704	INSTR.AEROBIC MAY	375.00					M	D	001.4430.020.000
151829	06/15/15	TUCKER & SON INC/ J	16700	GLOVES,EARPLUGS,VALVE	209.77		00086936			N	D	008.4414.033.000
151830	06/15/15	UNDERGROUND SERVICE	17056	SD101 NEW TICKET CHRG	141.00		320150633			N	D	001.4310.016.000
151831	06/15/15	UNITED ROTARY BRUSH	15805	RECONDTION MAT.KITS	886.14		284818			N	D	001.4342.011.002
151831	06/15/15	UNITED ROTARY BRUSH	15805	RECONDTION MAT.KITS	342.16		285010			N	D	001.4342.011.002
					1,228.30	*CHECK TOTAL						
151832	06/15/15	USA SUMMER CAMPS	12322	DEP.SHOOT'N STAR CA	1,350.00		7/24-26/2015			N	D	110.213.148
151833	06/15/15	VERIZON	10469	1235259413 INTERNET	145.00					N	D	001.4190.020.034
151834	06/15/15	VERIZON CALIFORNIA	17164	909 592-8556	47.52					N	D	001.4410.022.003
151834	06/15/15	VERIZON CALIFORNIA	17164	909 305-4876	45.47					N	D	001.4410.022.003
					92.99	*CHECK TOTAL						
151835	06/15/15	VERIZON WIRELESS	17167	571058979 5/14-6/13/1	864.68					N	D	001.4190.022.003
151836	06/15/15	VISTA/CITY OF	11067	ADMIN.'ALL SHOOK-UP	1,008.00					N	D	001.4420.034.002
151837	06/15/15	WALTERS WHOLESALE EL	10860	ELECTRIC SUPPLIES	801.60		2306095-00			N	D	007.4341.033.000
151838	06/15/15	WATERLINE TECHNOLOGI	10242	HYPOCHLORITE SOLUTION	339.64		5303095			N	D	001.4430.033.000
151838	06/15/15	WATERLINE TECHNOLOGI	10242	HYPOCHLORITE SOLUTION	214.51		5303799			N	D	001.4430.033.000
151838	06/15/15	WATERLINE TECHNOLOGI	10242	HYPOCHLOR/HYDROCHLORI	555.34		5304439			N	D	001.4430.033.000
					1,109.49	*CHECK TOTAL						

WARRANT	DATE	VENDOR		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
	BANK OF AMERICA											
151839	06/15/15	WESTERN ENVIRONMENTA	10319	WASH/VACUUM CLEANING	400.00		20379		N	D		001.4341.028.000
151840	06/15/15	WILLIAMS/ANN	.00013	CB DEPOSIT REFUND	281.25				N	D		001.341.002
151841	06/15/15	WKE INC	10574	FOOTHILL BRIDGE PRO	1,543.77		26		N	D		012.4841.662.000
151842	06/15/15	WOODIE AND THE LONGB	11093	MUSIC N'PARK PERFORMA	800.00		06/24/2015		N	D		110.213.774
151843	06/15/15	YALE-CHASE EQUIPMENT	10182	WIPER BLADES/MIRROR	390.24		SI108387		N	D		001.4342.011.000
	BANK OF AMERICA			TOTAL	636,474.79							

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
REPORT TOTALS:				636,474.79							

RECORDS PRINTED - 000260

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL FUND	104,276.22
003	WALKER HOUSE LLC FUND	2,389.58
007	CITY WIDE LIGHTING DISTRICT	4,228.66
008	LANDSCAPE PARCEL TAX	14,845.79
012	INFRASTRUCTURE REPLACEMENT	386,843.37
020	COMMUNITY PARK DEVELOPMENT	3,911.00
022	OPEN SPACE #2 (EAST)	99,275.53
027	CIVIC CENTER PARKING DIST	418.42
034	HOUSING AUTHORITY 2-1-12	2,747.17
038	SUCCESSOR AGENCY CG 2-1-12	1,012.50
053	GOLF COURSE MAINT & OPERATIO	2,495.69
071	AIR QUALITY MANAGEMENT DIST	262.83
072	PROP A LOCAL TRANSPORTATION	2,317.93
073	PROP C LOCAL TRANSPORTATION	2,958.18
075	LANDSCAPE MAINTENANCE DIST	1,719.91
110	TRUST AND AGENCY	6,772.01
TOTAL ALL FUNDS		636,474.79

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	BANK OF AMERICA	636,474.79
TOTAL ALL BANKS		636,474.79

MINUTES

SPECIAL CITY COUNCIL MEETING
TUESDAY, APRIL 28, 2015 5:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
CONFERENCE ROOM
245 E. BONITA AVENUE

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

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
City Engineer Dominic Milano

1. CALL TO ORDER

Mayor Morris called the Special City Council Meeting to order at 5:00 p.m.

2. ORAL COMMUNICATIONS

a. Members of the Audience

None.

3. GOLD LINE – Update regarding the project; review and discussion of issues – primarily parking and station location and impacts at the Bonita/Cataract intersection

City Manager Michaelis reported that staff is looking for direction from the City Council on some key design issues regarding the Gold Line project, in particular the location of the parking structure and redesign of the Bonita/Cataract intersection. He introduced Habib Balian, Executive Director of the Gold Line Authority who in turn introduced Chris Burner and Denis Cournoyer.

Mr. Michaelis reviewed Mr. Patel's staff reported which provided a background on the prior discussions and decisions regarding the location of the parking structure. Mayor Morris clarified that the Council did not agree to identify the city yard as the location for the parking structure; in fact they objected to the location but allowed the Authority to go forward with that location for the purpose of the EIR. There was further review of the history of the location discussions. Mr. Michaelis stated that the previous City Council decision was that the station and structure would be located east of San Dimas Ave.

There was discussion on the locations and distances between the stations in adjacent cities.

Mr. Patel identified some of the issues and impacts with the city yard location for the parking structure. Councilman Templeman commented that he would prefer looking at options for the structure off of Arrow Hwy. He also questioned the need for the amount of parking being considered. Mr. Balian

responded that beginning with Phase 2 the Authority assured that all stations would have structures and were included in the EIR based upon ridership models.

There was discussion about how pedestrian access would occur from a parking structure off Arrow Hwy to the platform.

Councilman Badar asked if any discussions have occurred with the property owners off of Arrow Hwy. Mr. Stevens responded that the Authority is responsible for the property acquisition and construction of the structure and station not the City. He added that the Authority hasn't secured the funding for the project so they can't have discussions with any property owners yet.

There was some discussion on the location of the station platform. There were questions from a resident of the Village Walk on the platform location and noise. Mr. Stevens responded that the Village Walk units facing the platform were designed and built with the platform in mind and that information was disclosed to buyers of the units.

In response to a question from a member of the public Mr. Michaelis responded that the existing park and ride lot was discussed at one point as a possible location for the parking structure but was rejected by Council for various reasons.

The Council discussed whether or not other locations for the structure should be considered. Councilmember Bertone commented that he felt that the Council made a previous commitment to the neighborhoods off of Bonita that they would not consider a location in that area and the Council should honor that commitment. Mayor Morris expressed that he is opposed to any use or impact of the city yard for the structure.

Councilmember Bertone made a motion that the location of the parking structure should take access off of Arrow Hwy and not use any of the city maintenance yard. The motion was seconded by Mayor Pro Tem Templeman. In response to a question Mr. Balian commented that he understood the motion for the Authority to look at property south of the city yard and off Arrow Hwy for the location of the structure. He added that at this point location of the station is for planning purposes only. After further discussion the motion passed by a vote of 5-0.

Councilmember Ebiner commented that he owned property adjacent to the Bonita/Cataract intersection and after consultation with the City Attorney he may have a conflict of interest but it is ultimately up to the Councilmember to make that determination. He added that at this time he feels he may have a conflict and will recues himself from this discussion. (Councilmember Ebiner left the room)

Mr. Patel reviewed the existing conditions of the Bonita/Cataract intersection. He added that the EIR has proposed a signalized intersection and the Authority have provided three redesigns. He reviewed the three alternatives included computer simulated models of each. He commented on the pros and cons of each. Mr. Stevens added that staff does not think that any of the three designs work and staff asked the Authority to provide a concept for a fly over or bridge.

Mr. Patel reviewed the Authority provided bridge concept. He added that the City Engineer has provided some alternative ideas on the bridge. He also reviewed some architectural designs of other bridges. In response to a question he stated that the design would require the closure of Monte Vista into a dead-end street.

In response to questions Mr. Burner and Kenoyer described the potential height of the bridge and train apparatus.

There was some discussion on bridge designs. Mr. Stevens commented that a bridge would have the least traffic impacts but would have visual impacts and asked if it is worth further exploration to see if visual impacts can be overcome. After further discussion Councilmember Bertone made a motion to explore and obtain more information on the bridge option especially the visual impacts. Mayor Pro Tem Templeman seconded the motion. Councilmember Badar expressed concern that he doesn't want to limit development options on the Bonita/Cataract site because of future impacts of a bridge. A member of the audience made a comment that he does not see pedestrian access addressed with the concept plans and that a bridge could create a barrier to pedestrian access to the downtown. A member of the audience commented that he sees the remnant land that would be created by the intersection redesigns as big concern. After further discussion the Council approved the motion on a 3-1-1 vote, with Mayor Morris voting no and Councilmember Ebiner abstaining.

4. ADJOURNMENT

The Study Session adjourned at 6:50 p.m.

Respectfully submitted,

_____

Ken Duran City Clerk

MINUTES

SPECIAL CITY COUNCIL MEETING
TUESDAY, MAY 12, 2015, 5:00 P.M.
SAN DIMAS COUNCIL CHAMBERS
CONFERENCE ROOM
245 E. BONITA AVENUE

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

City Manager Blaine Michaelis
Assistant City Manager Ken Duran
Assistant 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
Captain Duane Harris

1. CALL TO ORDER

Mayor Morris called the Special City Council Meeting to order at 5:00 p.m.

2. ORAL COMMUNICATIONS

None.

3. Staff Presentation of 2015-16 Budget

Mr. Duran explained that the format of the meeting will be that he will provide a general overview of the proposed budget and then each department will provide a few highlights from their department budgets. He referenced the line item budget and detailed narrative notes that were provided in the agenda packet.

Mr. Duran went over the schedule which breaks down the beginning fund balance, overall revenue and expenditures and ending fund balance for the general fund and each of the special funds.

Mr. Duran presented some of the significant items from the Administrative Services budget. In response to a question he commented that the funds for additional security features at the Civic Center are included in the current year's budget. He also commented that the budget includes a replacement vehicle for the Volunteers on Patrol and the Captain in working on identifying the vehicle for the LET, which is included in the contract with the Sheriff's Department.

Mr. Stevens presented some of the significant items within the Community Development and Development Services budget as described in the Budget Notes. He noted that the City has obtained a SCAG grant for an update of the downtown specific plan but due to an expanded scope of work the City may need to allocate some funds to the project that are not yet included in the budget.

Mr. Stevens also commented that not included in the proposed budget are funds for the initiation of a General Plan amendment. He added that though there is not a statutory requirement for an update at a specific interval the last update was in 1992 and suggested the City should begin to

budget for a phased project. The Council discussed the potential process for a phased project. There was some discussion and concern on having a tight scope of work for the project. There was some discussion on allocating some money to have a consultant develop a scope of work for an RFQ process. Mr. Stevens commented that if staff was going to invest time to develop and RFQ the Council should be committed to going forward with a project. There was some support to include $15,000 - $20,000 to develop a scope of work for an RFQ process.

Mr. Patel presented some of the significant projects included in the Public Works budget. In response to a question Mr. Michaelis explained the process for bidding a contract for street sweeping. There was some discussion on the bid process and Mr. Michaelis commented that staff will bring to the Council a further discussion on the bid specifications and bid process.

Mr. Patel discussed the program to begin to implement the requirements of the MS4 storm water permit this year and the significant costs associated with it.

Mr. Patel commented that the on-going project to replace the street lights in the town core has been moved from this year to next year because staff is still investigating with Edison the opportunities to change the lamps to increase the lumens.

Ms. Bruns reviewed the revenue projections for recreation and Swim and Racquet Club for next year noting that facility rental income has increased due to greater demand for rental of the community building.

Ms. Bruns provided the highlights of the Parks and Recreation budget and projects for next year. She highlighted the significant number of park improvement projects next year. She also described some of the landscape projects.

Mr. Stevens explained that the Council previously approved the annual program budget for the CDBG funds and that the Housing Authority budget includes the continuation of the mobile home rehab assistance program.

In response to a question Mr. Michaelis explained the expense in the Successor Agency fund for the Costco parking lot lease as being an obligation of the former Redevelopment Agency and paid for as an enforceable obligation.

In response to a question Mr. Michaelis explained that the bond payment for the city hall renovation is paid for from the General Fund and that there is a 10 year call provision on the bonds.

Councilmember Ebiner suggested that he has heard that there may be a need for an extra bench at the dog park.

Councilmember Templeman commented that there may be a need for additional rattlesnake warning signs at Horsethief Canyon Park.

4. Adjournment

The meeting adjourned at 6:45 p.m.

_____

Ken Duran City Clerk

MINUTES

REGULAR CITY COUNCIL MEETING
TUESDAY, MAY 26, 2015, 7:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVENUE

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

STAFF:
City Manager Blaine Michaelis
Assistant City Manager Development Services 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 7:00 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 or asked 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.)

Mayor Morris read the above statement before opening the floor for members of the audience.

a. Members of the Audience

1) Nora Chen Librarian San Dimas Library – activities and events

2) Margie Green McKinley Children's Center 18th Annual Duck Race at Raging Waters

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 or member of the audience requests separate discussion.)

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

RESOLUTION NO. 2015-26, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CERTAIN DEMANDS FOR THE MONTH OF MAY 2015.

b. Approval of minutes for regular meeting of May 12, 2015.

c. Approval of City's Statement of Investment Policy: This investment statement outlines the

policies for maximizing the efficiency of the City's cash management system.

d. Award Cash Contract 2015-03 Pavement Preservation: Sierra View Drive et al Project

1. Award Construction Contract to low bidder, Gentry Brothers, Inc. for the amount of $166,075
2. Approval of Change Order 1 not to exceed $75,000
3. Approval of total project budget of $266,075

MOTION: Councilmember Ebiner/ seconded Councilmember Badar approve consent calendar as presented.
YES: Bertone, Templeman, Morris **(5-0)**

END OF CONSENT CALENDAR

4. PUBLIC HEARINGS
(The following item has been advertised and/or posted. The meeting will be opened to receive public testimony.)

a. A request to change the name of the public street north of Foothill Boulevard, and any extension thereof, from Cataract Avenue to Brasada Lane – **Request Has Been Withdrawn**

RECOMMENDED ACTION: None

b. Recommending the Assessment Rate be confirmed for District 1 (Boulevard, Tract 32818) and District 1, Annexation No. 3 (Northwoods, Tract 32841), pursuant to the Landscape and Lighting Act of 1972 and subject to the procedures and approval process of Section 4 of Article XIID of the California Constitution.

RECOMMENDED ACTION: Adopt Resolution 2015-27 and 2015-28 confirming the diagram assessment rate for Open Space Maintenance District 1 (Boulevard 32818) and Annexation No. 3 (Northwoods, Tract 32841).

1) **RESOLUTION NO. 2015-27,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2015-2016 FOR OPEN SPACE DISTRICT NO. 1 (TRACT 32818, BOULEVARD DEVELOPMENT.)

Theresa Bruns Director Parks and Recreation presented staff's report.

Mayor Morris opened public hearing at 7:13 p.m. Seeing no one come forward Mayor Morris closed the public hearing and brought the item back to council.

MOTION: Councilmember Bertone/seconded Councilmember Badar waive further reading and adopt Resolution 2015-27
YES: Ebiner, Templeman, Morris **(5-0)**

2) **RESOLUTION NO. 2015-28,** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR FISCAL YEAR 2015-2016 FOR OPEN SPACE DISTRICT NO. 1, ANNEXATION NO. 3 (TRACT 32841, NORTHWOODS.)

Director of Parks and Recreation Theresa Bruns presented staff's report recommending adoption of Resolution 2015-28.

Mayor Morris opened public hearing at 7:16 p.m. Seeing no one come forward Mayor Morris closed the public hearing and brought the item back to council.

MOTION: Councilmember Badar/ seconded Councilmember Ebiner waive further reading and adopt Resolution 2015-28
YES: Bertone, Templeman, Morris **(5-0)**

c. Setting the Special City-wide parcel tax for Fiscal Year 2015-2016

RECOMMENDED ACTION: Adopt Resolution 2015-29 setting the City-Wide Landscape Parcel Tax for Fiscal Year 2015-16 including the 0.5% Cost of living increase (Option 2)

RESOLUTION NO. 2015-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SETTING THE SPECIAL CITYWIDE PARCEL TAX FOR FISCAL YEAR 2015-2016 TO BE USED FOR LANDSCAPE MAINTENANCE PURPOSES

Theresa Bruns presented staff's report for this item recommending adoption of Resolution 2015-29.

Mayor Morris opened the public hearing at 7:23 p.m. Seeing no one come forward Mayor Morris closed the public hearing and brought the item back to council.

MOTION: Councilmember Ebiner/seconded Councilmember Templeman waive further reading and adopt Resolution 2015-29 option 2.
YES: Badar, Bertone, Morris **(5-0)**

Councilmember Templeman added that staff has taken many things into consideration when reaching decisions on how best to handle city landscape maintenance while in drought conditions. He also added the increase will not pay for everything even with the reduction in water costs.

5. OTHER MATTERS

a. Inland Valley Humane Society Getting 2 Zero Presentation

RECOMMENDED ACTION: Adopt Resolution 2015-30 Getting 2 Zero and supporting the IVHS implementation program on the city's behalf.

RESOLUTION NO. 2015-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS ESTABLISHING THE CITY'S COMMITMENT TO THE GOALS AND OBJECTIVES TO ELIMINATE THE EUTHANASIA OF ADOPTABLE DOGS AND FINDING THIS ACTION IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Assistant City Manager Ken Duran introduced Bill Harford with Inland Valley Humans Society who presented a PowerPoint presentation on the program.

Councilmember Bertone asked if the Shelter VET Clinic and Community VET Clinic are the same; and if the dog with no health problems is kept until it is adopted.

Mr. Harford explained currently the shelters are the same and of the process for the healthy dog they do everything they can to make sure that the dog that has been at the shelter for 37 days is adopted by using community shelters.

Councilmember Badar asked about cats sent to Bend, Oregon with the coyote problem.

Mr. Harford answered that they will be indoor cats and are guaranteed adoptions.

Councilmember Bertone would like the opportunity to vote on the other programs as they are developed.

Councilmember Ebiner stated that things are headed in the right direction and thanked IVHS for bringing the issue to the city's attention.

MOTION: Councilmember Badar/seconded Councilmember Bertone waive further reading and adopt Resolution 2015-30.
YES: Ebiner, Templeman, Morris **(5-0)**

b. Consider increase to Business License Fees.

RECOMMENDED ACTION: Adopt Resolution 2015-31setting business license fees rates for Fiscal Year 2015-16

RESOLUTION NO. 2015-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, SETTING THE BUSINESS LICENSE FEES RATES FOR FISCAL YEAR 2015-16

Ken Duran explained the revision to the staff report and presented the report.

MOTION: Councilmember Ebiner/seconded Councilmember Bertone waive further reading and adopt Resolution 2015-31.
YES: Badar, Templeman, Morris **(5-0)**

Councilmember Badar asked for explanation of gross receipts and if the amount for recreational vehicle park was per space per year.

Ken Duran explained there are categories that are based on gross receipts of a business rather than a flat fee; and the recreational vehicle amounts are per year.

c. Consider continuation of the 1% Public, Educational and Government (PEG) fee for public access support.

RECOMMENDED ACTION: Adopt Resolution 2015-32 setting the Public Access Fee for Fiscal Year 2015-16

RESOLUTION NO. 2015-32, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, SETTING THE PUBLIC ACCESS FEE FOR FISCAL YEAR 2015-2016 TO BE USED FOR PEG PURPOSES.

Ken Duran presented staff's report on this item.

MOTION: Councilmember Bertone/seconded Councilmember Templeman.
YES: Badar, Ebiner, Morris **(5-0)**

6. PLANNING MATTERS

a. Request for Study Session – Walbern Development

Assistant City Manager Development Services Larry Stevens presented staff's report in this item.

RECOMMENDED ACTION: Grant request for joint study session with Planning Commission and set date.

Council selected dates of June 23rd or July 14th, 2015 with precedent of the 23rd if the sidewalk project isn't ready.

Council and staff discussed the process and dates for the Planning Commission interviews and selected Saturday, June 9, 2015 at 8:30 a.m. for the interview date.

7. ORAL COMMUNICATIONS

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

1) Raymond Foster Masonic Lodge representative announcements and activities.

b. City Manager

Mayor's call in show

c. City Attorney

Nothing to report

d. Members of the City Council

1) Appointments and Re-appointment Commissions: Equestrian and Parks and Recreation

MOTION: Councilmember Templeman/seconded Councilmember Badar reappoint Sonya Sevier to third term on the Equestrian Commission.
YES: Bertone, Ebiner, Morris **(5-0)**

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

Councilmembers Badar, Ebiner Templeman and Morris all reported attending the California Contract Cities Annual Conference in May.

3) Individual Members' comments and updates.

Councilmember Ebiner announced he would not be at the June 9th meeting.

Denis and Curt participated in the awards ceremony at Lone Hill Middle School and the Older American Recognition Program at Los Angeles County.

8. ADJOURNMENT

Meeting adjourned at 8:45 p.m. The next meeting is 7:00 p.m. on June 9, 2015.

Respectfully submitted,

_____
Debra Black, Deputy City Clerk

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of ***June 9, 2015***

From: Blaine Michaelis, City Manager

Initiated By: Public Works Department

Subject: **Agency Coordination and Financial Agreement to Comply with the Dominguez Channel and Greater Harbors Toxics Total Maximum Daily Load (TMDL)**

SUMMARY

The Los Angeles Regional Water Quality Control Board (Regional Board) voted to adopt the "Dominguez Channel and Greater Harbors Toxic Total Maximum Daily Load (TMDL)" on May 11, 2011. This TMDL became effective on March 21, 2012.

To comply with the aforementioned TMDL 64 Cities in the Los Angeles and San Gabriel River Watersheds were provided an opportunity to collaborate and share the implementation costs. To reduce costs, the Gateway Water Management Authority (GWMA) has been requested to act as the fiduciary agent for the installation of and subsequent monitoring at three (3) monitoring stations. All participating permittees will share the cost, responsibility and have access to testing results.

The final cost share totals will be available when all interested parties submit the agreement respectively.

BACKGROUND

The Federal Clean Water Act (CWA) contains two (2) strategies for managing water quality.

1. A technology-based approach
2. A water quality-based approach

The technology based approach envisions requirements to maintain a minimum level of pollutant management using the best available technology. Whereas the water quality-based approach relies on evaluating the condition of surface waters and setting limitations on the amount of pollution that the water can be exposed to without adversely affecting the beneficial uses of those waters. Section 303(d) of the CWA bridges these two strategies. Section 303(d) requires that the states make a list of waters that are not attaining standards after the technology-based limits are put into place. For waters on the 303(d) list the states are required to develop total maximum daily loads (TMDLs). A TMDL must account for all sources of the pollutants that caused the water to be listed. Federal regulations require that the TMDL, at a minimum, account for contributions from point sources (federally permitted discharges) and contributions from nonpoint sources. US EPA is required to review and approve the list of impaired waters and each TMDL. If US EPA cannot approve the list or a TMDL they are required to establish them for the state.

DISCUSSION

On May 11, 2011, the Los Angeles Regional Water Quality Control Board adopted the "Dominguez Channel and Greater Harbors Toxic Total Maximum Daily Load (TMDL)". This TMDL requires cities and agencies (permittees) that discharge to the Los Angeles and San Gabriel Rivers to conduct monitoring for toxic pollutants as defined by that TMDL. These pollutants and the associated testing method require the installation of specialized monitoring equipment. To reduce costs, the Gateway Water Management Authority (GWMA) has been requested to act as the fiduciary agent for the installation of and subsequent monitoring at three (3) monitoring stations. All participating permittees will share the cost, responsibility and have access to testing results.

The three monitoring stations will be installed at or near the location listed below:

- The existing Los Angeles River mass emission station at Wardlow,
- Spring Street and the San Gabriel River (a new installation), and
- The existing Coyote Creek mass emission station at Spring Street.

There are 61 cities in total that have indicated interest in joining the GWMA to comply with the Dominguez Channel and Greater Harbors Toxic TMDL, 29 of which are in the San Gabriel River Watershed Area. The Los Angeles County Flood Control District has also indicated interest in joining the efforts. The estimated total cost to comply is $340,000. Installation and 1st Year operations total $110,000, subsequent years total $60,000. The current estimated cost for San Dimas' share is $5,351for year one and $2,918 annually for approximately three (3) years thereafter. Anticipated cost allocations for each individual city in the East San Gabriel Valley Watershed Group are detailed in the table below.

				(50% equal share, 50% by area) Installation and 1st Year's operations $110,000			**(50% equal share, 50% by area)** 2nd Year and subsequent years $60,000		
East San Gabriel Valley Watershed Management Area	**Member Agencies**	**Area (acres)**	**Area %**	**Base Cost**	**Area Cost**	**Total Cost**	**Base Cost**	**Area Cost**	**Total Cost**
	Claremont	5,790	3.50%	$2,613	$1,857	$4,470	$1,425	$1,013	$2,438
	La Verne	5,030	3.10%	$2,613	$1,613	$4,226	$1,425	$880	$2,305
	Pomona	7,929	4.80%	$2,613	$2,542	$5,155	$1,425	$1,387	$2,812
	San Dimas	8,539	5.20%	$2,613	$2,738	$5,351	$1,425	$1,493	$2,918
	Total:	**27,288**	**16.60%**	**10,452**	**8,750**	**19,202**	**5,700**	**4,773**	**10,473**

These costs are estimated based on anticipated participation. Final costs will be available once all interested parties submit the respective agreements.. Attached is the estimated cost share matrix for all three of the aforementioned monitoring sites. Cost shares were developed based on each watershed group paying (1) a shared baseline fee and (2) a fee based on area. Individual permittees were collectively assessed a shared baseline fee as if they were a group and an area fee. These are preliminary estimates which are likely to change as the number of participants is confirmed and final installation and monitoring cost are provided by the monitoring consultant. GWMA will also assess a 3% administrative fee for GWMA members and a 5% administrative fee for non-members to cover the cost of administering this program.

To participate in the program, Permittees will be required to sign an Agreement with GWMA no later than June 14, 2015. It is anticipated that the agreement will end three (3) years after implementation. Due to the number of permittees involved, the Agreement is not subject to altering or customization. The Agreement is attached for Council review and consideration.

RECOMMENDATION

Staff recommends the following to City Council:

1. Authorize Staff to proceed with joint Dominguez Channel and Greater Harbors Toxics TMDL implementation efforts.
2. Authorize the City Manager to sign the attached Agreement with GWMA for cost sharing.

Respectfully Submitted,

Latoya Cyrus
Environmental Services Coordinator

lc: 05-15-22

Attachment

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
AND THE
CITY OF SAN DIMAS

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of June 3, 2015, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of San Dimas, (the "Permittee").

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can provide;

WHEREAS, individual MS4 permittees that are not GWMA members have indicated a desire to participate in the cost sharing for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because GWMA Members already currently pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay a five percent (5%) administrative fee on each payment to cover various administrative costs;

WHEREAS, currently a majority of MS4 Permittees tributary to the Los Angeles and San Gabriel River systems have committed to cost share for the Monitoring Costs;

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees may request to participate in the cost sharing of the Monitoring Costs;

WHEREAS, the cost-share formula, set forth in Exhibit "A" of this Agreement, currently assumes the participation of the maximum number of MS4 Permittees required to comply with the monitoring requirements of the Harbor Toxic Pollutants TMDL;

WHEREAS, it is currently unknown how many MS4 Permittees will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, because some definite maximum cost share amount per participating Permittee is required for planning purposes, this Agreement requires each participating Permittee to submit an initial payment that includes the first year payment plus a deposit that is 25% of the first year payment cost identified in Exhibit "A" of this Agreement, to account for possible non-participation of some MS4 Permittees in the cost share for the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs;

WHEREAS, if the actual cost share amount is less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Permittee and the GWMA are collectively referred to as the "Parties";

WHEREAS, the Parties have determined that authorizing GWMA to hire additional consultant as necessary to install the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in **Exhibit "A",** (b) a deposit of 25% of the initial cost share amount and a deposit of 25% of the annual cost share amount; and (c) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2018, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Six Thousand Nine Hundred Thirty-Two Dollars and Ninety Cents ($6,932.90) for the initial payment ("Initial Payment Amount") , for the 2015-2016 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2015-2016 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the Permittee shall pay no more than Three Thousand Seven Hundred Eight-One Dollars and Seventy Cents ($3,781.70) ("Annual Payment Amount") annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This price assumes the participation of the maximum number of MS4 Permittees subject to the Harbor Toxic Pollutants TMDL. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(c) Adjustment of Cost Share Based on Number of Participants. The "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs. In the event that fewer than the maximum number of MS4 Permittees participate, the GWMA will notify the Permittee in writing that the Permittee's cost share amount will be adjusted accordingly. If the Permittee's actual cost share amount plus administrative

costs are less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee in writing and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

(d) Administrative Costs. As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA shall charge five percent (5%) of each Permittee's Cost Share Amount identified in **Exhibit "A"** to the Permittee's annual invoice to cover the Permittee's share of the Administrative Costs.

(e) The Permittee's Initial Payment Amount shall cover the 2015-2016 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2015. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount no later than the April 1st prior to the new fiscal year.

(f) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The

GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants. The Permittee's sole recourse for any negligent or intentional act or omission of GWMA's consultants shall be against consultants and their insurance.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (*e.g.*, If the Permittee terminates on March 1st, 2016, the Permittee is responsible for the Annual Payment Amounts for both FY 2015-2016 and FY 2016-2017. If the Permittee terminates on February 10, 2016, the Permittee is responsible for its Annual Payment Amount only for FY 2015-2016, not for FY 2016-2017). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall

be returned to the Permittee.

Section 12. Miscellaneous.

(a) The Permittee has been accepted as a participant in the cost sharing for the Monitoring Costs and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to GWMA Members. Participant status entitles the Permittee only to the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Annual Payment Amount.

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Toni Penn
GWMA Administrative/Accounting Assistant
GWMA
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

Latoya Cyrus
Environmental Services Coordinator
City of San Dimas
245 E. Bonita Avenue
San Dimas, CA 91773
lcyrus@ci.san-dimas.ca.us

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule than an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE:_____

LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

_____
Christopher S. Cash
GWMA Chair

DATE: _____

PERMITTEE
City of San Dimas

_____
Signature

_____
Print Name

_____
Print Title

EXHIBIT "A"

COST SHARE MATRIX
ATTACHED

Harbor Toxics TMDL Monitoring

Los Angeles River Watersheds

				(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations $110,000			2nd Year and subsequent years $60,000		
Group Name	**Cities/ Permittees Involved**	**Area (acres)**	**Area**	**Base Cost**	**Area Cost**	**Total Cost**	**Base Cost**	**Area Cost**	**Total Cost**
Upper Los Angeles River Watershed Group	Alhambra	4,884	1.3%	$653	$687	$1,340	$356	$375	$731
	Burbank	11,095	3.0%	$653	$1,561	$2,214	$356	$852	$1,208
	Calabasas	4,006	1.1%	$653	$564	$1,217	$356	$307	$664
	Glendale	19,588	5.3%	$653	$2,756	$3,409	$356	$1,503	$1,860
	Hidden Hills	961	0.3%	$653	$135	$788	$356	$74	$430
	La Canada Flintridge	5,534	1.5%	$653	$779	$1,432	$356	$425	$781
	Los Angeles	181,288	48.8%	$653	$25,511	$26,164	$356	$13,915	$14,271
	Montebello	5,356	1.4%	$653	$754	$1,407	$356	$411	$767
	Monterey Park	4,952	1.3%	$653	$697	$1,350	$356	$380	$736
	Pasadena	14,805	4.0%	$653	$2,083	$2,737	$356	$1,136	$1,493
	Rosemead	3,311	0.9%	$653	$466	$1,119	$356	$254	$610
	San Gabriel	2,645	0.7%	$653	$372	$1,025	$356	$203	$559
	San Marino	2,410	0.6%	$653	$339	$992	$356	$185	$541
	South Pasadena	2,186	0.6%	$653	$308	$961	$356	$168	$524
	Temple City	2,577	0.7%	$653	$363	$1,016	$356	$198	$554
	Unincorporated	40,553	10.9%	$653	$5,707	$6,360	$356	$3,113	$3,469
Lower Los Angeles River Watershed	Downey	3,546	1.0%	$1,306	$499	$1,805	$713	$272	$985
	Lakewood	51	0.0%	$1,306	$7	$1,313	$713	$4	$716
	Long Beach	12,301	3.3%	$1,306	$1,731	$3,037	$713	$944	$1,657
	Lynwood	3,098	0.8%	$1,306	$436	$1,742	$713	$238	$950
	Paramount	1,997	0.5%	$1,306	$281	$1,587	$713	$153	$866
	Pico Rivera	1,510	0.4%	$1,306	$212	$1,519	$713	$116	$828
	Signal Hill	774	0.2%	$1,306	$109	$1,415	$713	$59	$772
	South Gate	4,704	1.3%	$1,306	$662	$1,968	$713	$361	$1,074
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	6,912	1.9%	$1,493	$973	$2,466	$814	$531	$1,345
	Azusa	0	0.0%	$1,493	$0	$1,493	$814	$0	$814
	Bradbury	512	0.1%	$1,493	$72	$1,565	$814	$39	$854
	Duarte	832	0.2%	$1,493	$117	$1,610	$814	$64	$878
	Monrovia	5,056	1.4%	$1,493	$711	$2,204	$814	$388	$1,202
	Sierra Madre	1,792	0.5%	$1,493	$252	$1,745	$814	$138	$952
	Unincorporated	1,792	0.5%	$1,493	$252	$1,745	$814	$138	$952
Upper Reach 2 Group	Bell	1,676	0.5%	$1,493	$236	$1,729	$814	$129	$943
	Bell Gardens	1,577	0.4%	$1,493	$222	$1,715	$814	$121	$935
	Commerce	4,195	1.1%	$1,493	$590	$2,083	$814	$322	$1,136
	Cudahy	786	0.2%	$1,493	$111	$1,603	$814	$60	$875
	Huntington Park	1,930	0.5%	$1,493	$272	$1,764	$814	$148	$962
	Maywood	754	0.2%	$1,493	$106	$1,599	$814	$58	$872
	Vernon	3,298	0.9%	$1,493	$464	$1,957	$814	$253	$1,067
Other	El Monte	4,482	1.2%	$5,225	$631	$5,856	$2,850	$344	$3,194
	South El Monte	1,577	0.4%	$5,225	$222	$5,447	$2,850	$121	$2,971
LACFCD (5%)	- -	- -	- -	- -	- -	**$5,500**	- -	- -	**$3,000**
	Totals	**371,303**	**100.0%**	**$52,250**	**$52,250**	**$104,500**	**$28,500**	**$28,500**	**$57,000**

- GWMA members will pay an additional 3% in administrative costs

- Non-GWMA members will an additional 5% in administrative costs

- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should the following cities elect to participate, their fees will be as shown below.

Carson	54		$5,225	$8	$5,233	$2,850	$4	$2,854
Compton	6,060		$5,225	$848	$6,073	$2,850	$485	$3,335
San Fernando	1,518		$653	$213	$866	$356	$116	$472

Last update 5/28/2015

Area is preliminary and subject to revisions.

Harbor Toxics TMDL Monitoring

Los Angeles River Watersheds

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	$ 110,000
2nd Year	$ 60,000

Last update 5/28/2015

Area is preliminary and subject to revisions.

Harbor Toxics TMDL Monitoring

San Gabriel River Watersheds

				(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations $110,000			2nd Year and subsequent years $60,000		
Group Name	**Cities/ Permittees Involved**	**Area (acres)**	**Area**	**Base Cost**	**Area Cost**	**Total Cost**	**Base Cost**	**Area Cost**	**Total Cost**
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	128	0.1%	$1,493	$41	$1,534	$814	$22	$837
	Azusa	5,952	3.6%	$1,493	$1,897	$3,389	$814	$1,035	$1,849
	Bradbury	704	0.4%	$1,493	$224	$1,717	$814	$122	$937
	Duarte	64	0.0%	$1,493	$20	$1,513	$814	$11	$825
	Monrovia	64	0.0%	$1,493	$20	$1,513	$814	$11	$825
	Sierra Madre	0	0.0%	$1,493	$0	$1,493	$814	$0	$814
	Unincorporated	1,344	0.8%	$1,493	$428	$1,921	$814	$234	$1,048
Upper San Gabriel River	Baldwin Park	4,335	2.6%	$1,742	$1,381	$3,123	$950	$753	$1,703
	Covina	4,481	2.7%	$1,742	$1,428	$3,170	$950	$779	$1,729
	Glendora	9,307	5.7%	$1,742	$2,966	$4,707	$950	$1,618	$2,568
	Industry	7,647	4.7%	$1,742	$2,437	$4,178	$950	$1,329	$2,279
	La Puente	2,207	1.3%	$1,742	$703	$2,445	$950	$384	$1,334
	Unincorporated	40,812	24.9%	$1,742	$13,005	$14,746	$950	$7,093	$8,043
East San Gabriel Valley Watershed Management Area	Claremont	5,790	3.5%	$2,613	$1,845	$4,457	$1,425	$1,006	$2,431
	La Verne	5,030	3.1%	$2,613	$1,603	$4,215	$1,425	$874	$2,299
	Pomona	7,929	4.8%	$2,613	$2,527	$5,139	$1,425	$1,378	$2,803
	San Dimas	8,539	5.2%	$2,613	$2,721	$5,333	$1,425	$1,484	$2,909
Lower San Gabriel River	Bellflower	1,216	0.7%	$1,045	$387	$1,432	$570	$211	$781
	Cerritos	5,645	3.4%	$1,045	$1,799	$2,844	$570	$981	$1,551
	Diamond Bar	4,563	2.8%	$1,045	$1,454	$2,499	$570	$793	$1,363
	Downey	4,237	2.6%	$1,045	$1,350	$2,395	$570	$736	$1,306
	Lakewood	1,293	0.8%	$1,045	$412	$1,457	$570	$225	$795
	Long Beach	2,138	1.3%	$1,045	$681	$1,726	$570	$372	$942
	Norwalk	6,246	3.8%	$1,045	$1,990	$3,035	$570	$1,086	$1,656
	Pico Rivera	3,929	2.4%	$1,045	$1,252	$2,297	$570	$683	$1,253
	Santa Fe Springs	5,683	3.5%	$1,045	$1,811	$2,856	$570	$988	$1,558
	Whittier	9,382	5.7%	$1,045	$2,990	$4,035	$570	$1,631	$2,201
Other	El Monte	1,577	1.0%	$2,613	$503	$3,115	$1,425	$274	$1,699
	Irwindale	6,152	3.8%	$2,613	$1,960	$4,573	$1,425	$1,069	$2,494
	South El Monte	1,823	1.1%	$2,613	$581	$3,193	$1,425	$317	$1,742
	Walnut	5,757	3.5%	$2,613	$1,834	$4,447	$1,425	$1,001	$2,426
LACFCD (5%)	- -	- -	- -	- -	- -	**$5,500**	- -	- -	**$3,000**
	Totals	**163,974**	**100.0%**	**$52,250**	**$52,250**	**$104,500**	**$28,500**	**$28,500**	**$57,000**

- GWMA members will pay an additional 3% in administrative costs
- Non-GWMA members will an additional 5% in administrative costs
- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should the following cities elect to participate, their fees will be as shown below.

La Habra Heights	700		$2,613	$224	$2,837	$1,425	$119	$1,544
West Covina	10,283		$1,742	$3,291	$5,033	$950	$1,748	$2,698

Last update 5/28/2015

Area is preliminary and subject to revisions.

Harbor Toxics TMDL Monitoring

San Gabriel River Watersheds

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	$ 110,000
2nd Year	$ 60,000

Last update 5/28/2015

Area is preliminary and subject to revisions.

Harbor Toxics TMDL Monitoring

Coyote Creek Watersheds

				(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations $110,000			2nd Year and subsequent years $60,000		
Group Name	**Cities/ Permittees Involved**	**Area (acres)**	**Area**	**Base Cost**	**Area Cost**	**Total Cost**	**Base Cost**	**Area Cost**	**Total Cost**
Lower San Gabriel River	Artesia	1,037	2.0%	$2,613	$1,062	$3,675	$1,425	$579	$2,004
	Cerritos	5,645	11.1%	$2,613	$5,781	$8,394	$1,425	$3,153	$4,578
	Diamond Bar	4,563	8.9%	$2,613	$4,673	$7,286	$1,425	$2,549	$3,974
	Hawaiian Gardens	614	1.2%	$2,613	$629	$3,241	$1,425	$343	$1,768
	La Mirada	5,018	9.8%	$2,613	$5,139	$7,752	$1,425	$2,803	$4,228
	Lakewood	1,293	2.5%	$2,613	$1,324	$3,937	$1,425	$722	$2,147
	Long Beach	2,138	4.2%	$2,613	$2,190	$4,802	$1,425	$1,194	$2,619
	Norwalk	6,246	12.2%	$2,613	$6,397	$9,009	$1,425	$3,489	$4,914
	Santa Fe Springs	5,683	11.1%	$2,613	$5,820	$8,433	$1,425	$3,175	$4,600
	Whittier	9,382	18.4%	$2,613	$9,608	$12,221	$1,425	$5,241	$6,666
Other	Unincorporated	9,400	18.4%	$26,125	$9,627	$35,752	$14,250	$5,251	$19,501
LACFCD (5%)	- -	- -	- -	- -	- -	**$5,500**	- -	- -	**$3,000**
	Totals	**51,019**	**100.0%**	**$52,250**	**$52,250**	**$104,500**	**$28,500**	**$28,500**	**$57,000**

- GWMA members will pay an additional 3% in administrative costs
- Non-GWMA members will an additional 5% in administrative costs
- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should La Habra Heights choose to participate, the fee will be as below and the fee for Unincoporated will change as shown below.

La Habra Heights	3,242		$13,063	$3,307	$16,369	$7,125	$1,816	$8,941
Unincorporated	9,400		$13,063	$9,588	$22,651	$7,125	$5,264	$12,389

Last update 5/28/2015

Area is preliminary and subject to revisions.

Harbor Toxics TMDL Monitoring

Coyote Creek Watersheds

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	$ 110,000
2nd Year	$ 60,000

Last update 5/28/2015

Area is preliminary and subject to revisions.

Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of June 9, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Community Development Department

SUBJECT: Authorize Mayor to Sign Letter of Opposition to AB 57 (Quirk) regarding Wireless Siting

---

SUMMARY

AB 57 (Quirk) proposes to revise State law regarding the siting of wireless telecommunication facilities. In part the legislation would attempt, but in a confusing manner, to implement certain FCC rulings; but, in reality opposes additional restrictions on local zoning authority over wireless facilities, including a possible preemption by declaring that such facilities are not a municipal affair.

The League of California Cities and the American Planning Association oppose AB 57.

BACKGROUND

The League of California Cities, among others, oppose AB 57 as currently written. While the bill proposes to implement certain FCC rulings, it broadens these rulings in a manner which adds additional confusion and complexity to these discretionary reviews. These FCC rulings are also the subject of ongoing litigation. The bill also declares wireless facilities are not a municipal affair leaving oppose the opportunity for additional intrusion into the City's zoning purview over these local land use matters.

RECOMMENDATION

Authorize Letter of Opposition.

Respectfully Submitted,

Larry Stevens
Assistant City Manager for Community Development

Attachments:
1. Draft Letter
2. League Opposition Letter
3. Bill text AB 57 (Quirk)
4. Bill Analysis

ATTACHMENT # 1

(ON CITY LETTERHEAD)

June 9, 2015

Area Legislators
Assigned Committee Chairman
Assemblymember Quirk

Sacramento, CA 95814

RE: AB 57 (Quirk). Wireless Telecommunications Facilities. ***(as amended April 6, 2015)***
Notice of OPPOSITION

Dear _____:

The City of San Dimas opposes AB 57 (Quirk), which would unnecessarily and significantly impact a cities' authority to regulate the placement of certain wireless telecommunications facilities. AB 57 goes beyond the requirements of federal law and regulations by deeming approved any application for colocation or siting of new wireless facilities if a jurisdiction does not approve or disapprove the application within the timelines required by the Federal Communications Commission.

In 2009, the Federal Communications Commission (FCC) adopted rules that require local governments to review and act on applications for the establishment of wireless communications structures. Under that ruling, cities have 90 days to review collocation applications, and 150 days for other siting applications. If cities do not act in this timeframe, an applicant can bring action in court. During the rulemaking, wireless carriers requested that the FCC adopt the deemed approved requirements included in AB 57. However, the FCC rightly refused.

The issue was raised again in 2014 when the FCC reviewed requirements under a new federal rule, known as the 6409 rule, regarding what is considered a "substantial modification". Again, the FCC refused to issue a deemed approved rule. The League is unaware of any evidence that special circumstances exist in California that would require a special deemed approved rule.

In addition to the policy concerns above, the League notes that the federal law continues to have court challenges. Regardless of their outcome, we encourage the legislature to refrain from locking California into a law based on regulations that could soon be changed by the courts.

AB 57 declares that a single “wireless telecommunications facility . . . is not a municipal affair . . . but is a matter of statewide concern.” California courts consistently hold that zoning and land-use decisions constitute municipal affairs. Does the legislature intend to preempt all local police powers over each individual wireless site? Loose language such as this will engender confusion, conflict and wasteful litigation. Localities are in the best position to determine whether and how to mitigate potential impacts to local environmental, aesthetic historic and cultural resources. The Senate should preserve local authority to handle what are clearly local matters.

The League recognizes the author’s willingness to discuss this issue, and commends him on his desire to better wireless telecommunications services. However, AB 57 is not the answer. If you have any questions regarding the League’s position on this bill, please do not hesitate to contact me at (916) 658-8249.

Sincerely,

Curt Morris, Mayor

Cc: League of California Cities

ATTACHMENT # 2

May 11, 2015

The Honorable Brian Maienschein
Chair, Assembly Local Government Committee
1020 N Street, Room 157
Sacramento, CA 95814

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240 www.cacities.org

RE: AB 57 (Quirk). Wireless Telecommunications Facilities. ***(as amended April 6, 2015)***
Notice of OPPOSITION

Dear Assembly Member Maienschein:

The League of California Cities opposes AB 57 (Quirk), which would unnecessarily and significantly impact a cities' authority to regulate the placement of certain wireless telecommunications facilities. AB 57 goes beyond the requirements of federal law and regulations by deeming approved any application for colocation or siting of new wireless facilities if a jurisdiction does not approve or disapprove the application within the timelines required by the Federal Communications Commission.

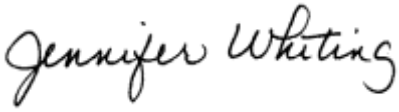
In 2009, the Federal Communications Commission (FCC) adopted rules that require local governments to review and act on applications for the establishment of wireless communications structures. Under that ruling, cities have 90 days to review collocation applications, and 150 days for other siting applications. If cities do not act in this timeframe, an applicant can bring action in court. During the rulemaking, wireless carriers requested that the FCC adopt the deemed approved requirements included in AB 57. However, the FCC rightly refused.

The issue was raised again in 2014 when the FCC reviewed requirements under a new federal rule, known as the 6409 rule, regarding what is considered a "substantial modification". Again, the FCC refused to issue a deemed approved rule. The League is unaware of any evidence that special circumstances exist in California that would require a special deemed approved rule.

In addition to the policy concerns above, the League notes that the federal law continues to have court challenges. Regardless of their outcome, we encourage the legislature to refrain from locking California into a law based on regulations that could soon be changed by the courts.

The League recognizes the author's willingness to discuss this issue, and commends him on his desire to better wireless telecommunications services. However, AB 57 is not the answer. If you have any questions regarding the League's position on this bill, please do not hesitate to contact me at (916) 658-8249.

Sincerely,



Jennifer Whiting
Legislative Representative

cc: Assembly Member Bill Quirk
Members, Assembly Local Government Committee Debbie Michel, Assembly Local Government Committee William Weber, Assembly Republican Caucus

ATTACHMENT # 3

BILL NUMBER: AB 57 AMENDED
BILL TEXT

AMENDED IN ASSEMBLY APRIL 6, 2015
AMENDED IN ASSEMBLY MARCH 26, 2015

INTRODUCED BY Assembly Member Quirk

DECEMBER 2, 2014

~~An act to amend Section 8886 of the Government Code, relating to communications.~~ *An act to add Section 65964.1 to the Government Code, relating to telecommunications.*

LEGISLATIVE COUNSEL'S DIGEST

AB 57, as amended, Quirk. ~~Broadband communications infrastructure.~~ *Telecommunications: wireless telecommunication facilities.*

Existing law requires a city, including a charter city, or county to administratively approve an application for a collocation facility on or immediately adjacent to a wireless telecommunications collocation facility, as defined, through the issuance of a building permit or a nondiscretionary permit, as specified. Existing law prohibits a city or county from taking certain actions as a condition of approval of an application for a permit for construction or reconstruction for a development project for a wireless telecommunications facility.

Under existing federal law, the Federal Communications Commission issued a ruling establishing reasonable time periods within which a local government is required to act on a colocation or siting application for a wireless telecommunications facility.

This bill would provide that a colocation or siting application for a wireless telecommunications facility is deemed approved, if the city or county fails to approve or disapprove the application within the time periods established by the commission and all required public notices have been provided regarding the application.

~~The existing federal Telecommunications Act of 1996 preempts any state or local statute or regulation that may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service. However, this provision does not prohibit a state from imposing, on a competitively neutral basis, requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers, nor does it prevent a state or local government from managing the public rights-of-way or requiring fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for use of public~~

~~rights-of-way on a nondiscriminatory basis.~~

~~Under existing law, telegraph or telephone corporations may construct lines of telegraph or telephone lines along and upon any public road or highway, along or across any of the waters or lands within the state, and may erect related poles, posts, piers, abutments, and other necessary fixtures of their lines, but may not incommode the public use of the road or highway or interrupt the navigation of the waters. Existing law declares the intent of the Legislature that, consistent with this authorization, municipalities have the right to exercise reasonable control as to the time, place, and manner in which roads, highways, and waterways are accessed, but that for the control to be reasonable it must, at a minimum, be applied to all entities in an equivalent manner.~~

~~Existing law establishes the California Broadband Council in state government for the purpose of promoting broadband deployment in unserved and underserved areas of the state and broadband adoption throughout the state, imposes specified duties on the council relating to that purpose, and specifies the membership of the council.~~

~~This bill would state the intent of the Legislature to enact legislation to promote the deployment of communications infrastructure by removing barriers to investment. The bill would add the President of the Board of Directors of the League of California Cities and the President of the Executive Committee of the California State Association of Counties, or their respective designees, to the membership of the council.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~yes~~ *no* . State-mandated local program: no.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 65964.1 is added to the Government Code , to read:

65964.1. (a) A colocation or siting application for a wireless telecommunications facility, as defined in Section 65850.6, shall be deemed approved if both of the following occur:

(1) The city or county fails to approve or disapprove the application within the time periods established by the Federal Communications Commission in In re Petition for Declaratory Ruling, 24 FCC Rcd. 13994 (2009).

(2) All public notices regarding the application have been provided consistent with the public notice requirements for the application.

(b) The Legislature finds and declares that a wireless telecommunications facility has a significant economic impact in California and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution, but is a matter of statewide concern.

~~SECTION 1. The Legislature finds and declares all of the following:~~

~~(a) California consumers and businesses have adopted new, Internet-based technologies and mobile connections at an unprecedented rate. Internet-based products and devices, including smartphones and tablets, are providing consumers everywhere with new choices to connect, to communicate, and to access information and entertainment.~~

~~(b) The deployment of faster, more robust, and advanced wireless and wireline broadband infrastructure is essential to ensuring there is sufficient capacity and coverage to support the increasing reliance of California residents on broadband services.~~

~~(c) State and local review of broadband infrastructure deployment serves important interests, but at the same time, California must take steps to ensure that requirements do not hinder investment. State and local permitting processes should be designed to eliminate unnecessary barriers and spur deployment of infrastructure. This includes streamlining permitting requirements to reduce delay and cost, and the creation of uniform processes.~~

~~(d) New and upgraded infrastructure delivers a vast array of consumer and community benefits, including important improvements to public safety, education, and healthcare. The power of mobile communications is a critical tool for first responders in emergency situations. According to the Federal Communications Commission, nearly 70 percent of 911 calls are made from mobile telephones, and that percentage is growing.~~

~~(e) As we continue the transition to a knowledge-based, technology-driven economy, California must invest in students and provide them with the proper tools and technologies to bolster academic achievement, starting with expanding access to high-speed broadband Internet and next-generation Internet Protocol-based networks.~~

~~(f) Facilitating broadband deployment additionally plays a key role in advancing telemedicine and mobile health applications, which can help Californians remotely monitor their health while reducing medical costs.~~

~~(g) Wireless broadband is also key to economic development and a driver for new business and jobs. Businesses increasingly depend on strong wireless broadband service to carry their employees through the work day. An estimated 94 percent of small businesses surveyed use smartphones to conduct business and mobile technologies are saving the country's small businesses more than sixty-five billion dollars ($65,000,000,000) a year.~~

~~(h) Broadband infrastructure deployment creates jobs. A 2013 study conducted by the research firm Information Age Economics projects that wireless infrastructure investment will generate as much as one trillion two-hundred billion dollars ($1,200,000,000,000) in economic growth while creating over 1.2 million new jobs, nationally, over the next five years.~~

~~(i) It is the intent of the Legislature to enact legislation to promote the deployment of communications infrastructure by removing barriers to investment. Removing investment barriers is critical to meeting the surging demand by California residents for advanced wireless and wireline broadband technologies and services, supporting and enhancing critical public safety needs, and bridging the digital divide by increasing access for more Californians to improved education, health care, and economic development opportunities.~~

~~SEC. 2. Section 8886 of the Government Code is amended to read:~~

~~8886. (a) The membership of the California Broadband Council shall include all of the following:~~

~~(1) The Director of Technology, or his or her designee.~~

~~(2) The President of the Public Utilities Commission, or his or her designee.~~

~~(3) The Director of Emergency Services, or his or her designee.~~
~~(4) The Superintendent of Public Instruction, or his or her designee.~~
~~(5) The Director of General Services, or his or her designee.~~
~~(6) The Secretary of Transportation, or his or her designee.~~
~~(7) The President of the California Emerging Technology Fund, or his or her designee.~~
~~(8) A member of the Senate, appointed by the Senate Committee on Rules.~~
~~(9) A member of the Assembly, appointed by the Speaker of the Assembly.~~
~~(10) The President of the Board of Directors of the League of California Cities, or his or her designee.~~
~~(11) The President of the Executive Committee of the California State Association of Counties, or his or her designee.~~
~~(b) Members of the Legislature appointed to the council shall participate in the activities of the council to the extent that their participation is not incompatible with their positions as Members of the Legislature.~~

ATTACHMENT # 4

BILL ANALYSIS

AB 57

ASSEMBLY THIRD READING

AB
57 (Quirk)

As Amended April 6, 2015

Majority vote

Committee	Votes	Ayes
Local Government	7-0	Maienschein, Gonzalez, Alejo, Cooley, Holden, Linder, Waldron

SUMMARY: Requires a colocation or siting application for a wireless telecommunications facility to be deemed approved, if specified conditions are met, and applies these provisions to all

counties and cities, including charter cities. Specifically, this bill:

1) Requires a colocation or siting application for a wireless telecommunications facility to be deemed approved, if both of the following occur:

a) The city or county fails to approve or disapprove the application within the time periods established by the Federal Communications Commission in In re Petition for Declaratory Ruling, 24 FCC Rcd. 13994 (2009); and,

b) All public notices regarding the application have been provided consistent with the public notice requirements for the application.

2) States that the Legislature finds and declares that a wireless telecommunications facility has a significant economic impact in California and is not a municipal affair as that term is used in California Constitution Article XI, Section 5, but is a matte of statewide concern.

EXISTING LAW:

1) Defines the following terms:

a) "Collocation facility" to mean the placement or installation of wireless facilities, including antennas, and related equipment, on, or immediately adjacent to, a wireless telecommunications collocation facility.

b) "Wireless telecommunications facility" to mean equipment and network components, such as towers, utility poles, transmitters, ase stations, and emergency power systems that are integral to providing wireless telecommunications services.

c) "Wireless telecommunications collocation facility" to mean a wireless telecommunications facility that includes collocation facilities.

2) Provides that a collocation facility shall be a permitted use not subject to a city or county discretionary permit, if it satisfies the following requirements:

a) The collocation of facility is consistent with requirements for the wireless telecommunications collocation facility pursuant to 3) below, on which the collocation facility is proposed;

b) The wireless telecommunications collocation facility on which he collocation facility is proposed was subject to a discretionary permit by the city or county and an environmental impact report (EIR) was certified, or a negative declaration or mitigated negative declaration was adopted for the wireless telecommunications collocation facility in compliance with the California Environmental Quality Act (CEQA), the requirements of Section 21166 do not apply, and the collocation facility incorporates required mitigation measures specified in that EIR, negative declaration, or mitigated negative declaration.

3) Provides that a wireless telecommunications collocation facility, where a subsequent collocation facility is a permitted use not subject to a city or county discretionary permit pursuant to 2) above, shall be subject to a city or county discretionary permit issued on or after January 1, 2007, and shall comply with all of the following:

a) City or county requirements for a wireless telecommunications collocation facility that specifies types of wireless telecommunications facilities that are allowed to include a collocation facility, or types of wireless telecommunications facilities that are allowed to include certain types of collocation facilities; height, location, bulk, and size of the wireless telecommunications collocation facility; percentage of the wireless telecommunications collocation facility that may be occupied by collocation facilities; and, aesthetic or design requirements for the wireless telecommunications collocation facility;

b) City or county requirements for a proposed collocation facility, including any types of collocation facilities that may be allowed on a wireless telecommunications collocation facility; height, location, bulk, and size of allowed collocation facilities; and, aesthetic or design requirements for a collocation facility;

c) State and local requirements, including the general plan, any applicable community plan or specific plan, and zoning ordinance; and,

d) CEQA through certification of an EIR, or adoption of a negative declaration or mitigated negative declaration.

4) Requires the city or county to hold at least one public hearing on the discretionary permit required pursuant to 3) above, and requires notice to be given as specified, unless otherwise required.

5) States that the Legislature finds and declares that a collocation facility has a significant economic impact in California and is not a municipal affair, but is a matter of statewide concern.

6) Limits the consideration of the environmental effects of radio frequency emissions by the city or county to that authorized by 47 United States Code Section 332(c)(7), as specified.

FISCAL EFFECT: None

COMMENTS:

1) Bill Summary. This bill requires a colocation or siting

application for a wireless telecommunications facility to be deemed approve, if both of the following occur: 1) the city or county fails to approve or disapprove the application within the time periods established by the FCC 2009 Declaratory Ruling; and, 2) all public notices regarding the application have been provided consistent with the public notice requirements for the application. This bill declares that a wireless telecommunications facility has a significant economic impact in California and is not a municipal affair, but is a matter of statewide concern, thus applying the requirements of this bill to all cities, including charter cities.

This bill is sponsored by the author.

2)Author's Statement. According to the author, "In order to encourage the expansion of wireless networks, Congress passed the Telecommunications Act of 1996, which requires a local jurisdiction to act on a wireless facility colocation or siting application within a 'reasonable period of time.' As the entity charged with implementing the Act, the Federal Communications Commission (FCC), issued a declaratory ruling that a 'reasonable period of time' is presumptively 90 days to process collocation applications and 150 days to process all other applications.

"While the FCC's regulations were promulgated pursuant to the agency's rulemaking and adjudicatory authority, thus carrying the force of law, local jurisdictions charged with acting on these wireless facility applications often ignore the FCC's timeline. If the FCC deadlines are not met, the only remedy currently available to the provider seeking the permit is to sue the local jurisdiction in court.

"Instead of requiring the provider to seek a judicial remedy to enforce the FCC's timeline, AB 57 would provide that a wireless facility colocation or siting application that is not acted on by the local jurisdiction within the timeline shall be 'deemed approved.' Consistent with the FCC's finding that 'wireless service providers have faced lengthy and unreasonable delays in the consideration of their facility siting applications, and that the persistence of such delays is impeding the deployment of advanced and emergency services,' this bill would close a loophole that allows a local jurisdiction to effectively extend the timeline beyond that established by the FCC.

"Nothing in AB 57 limits or affects the authority of a local jurisdiction over siting decisions, as they still retain all existing rights to deny applications that do not meet the jurisdiction's lawful siting requirements. AB 57 simply provides a workable remedy for a local jurisdiction's failure to abide by existing federal deadlines."

3)Background on Siting of Wireless Facilities. In the Telecommunications Act of 1996, Congress imposed specific

limitations on the traditional authority of state and local governments to regulate the location, construction, and modification of [towers and antennas], and incorporated those limitations into the federal Communications Act of 1934. Federal Communications Act, Section 201(b) empowers the FCC to "prescribe such rules and regulations as may be necessary in the public interest to carry out [its] provisions." The Act imposed five substantive limitations codified in 47 United States Code Section 332(c)(7)(B). One of those limitations, Section 332 (c)(7)(B)(ii), required state or local governments to act on wireless siting applications "within a reasonable period of time after the request is duly filed."

On November 18, 2009, the FCC released a Declaratory Ruling (In re Petition for Declaratory Ruling, 24 FCC Rcd. 13994 (2009)) in response to a July 11, 2008, petition filed by CTIA - The Wireless Association, asking the FCC to clarify provisions in Communications Act of 1934 Section 253 and Section 332 (c)(7), as amended, regarding state and local review of wireless facility siting applications. That Declaratory Ruling found that a "reasonable period of time" for a state or local government to act on a personal wireless service facility siting application is presumptively 90 days for collocation applications and presumptively 150 days for siting applications other than collocations, and that the lack of a decision within this timeframes constitutes a "failure to act" based on which a service provider may commence an action in court under Section 332(c)(7)(B)(v). The 2009 Declaratory Ruling noted that "by clarifying the statute in this manner, we recognize Congress' dual interests in promoting the rapid and ubiquitous deployment of advanced, innovative, and competitive services, and in preserving the substantial area of authority that Congress reserved to State and local governments to ensure that personal wireless service facility siting occurs in a manner consistent with each community's values."

The Cities of Arlington and San Antonio, Texas, sought review of the 2009 Declaratory Ruling in the Fifth Circuit. They argued that the FCC lacked authority to interpret Section 332(c)(7)(B)'s limitations. Relying on Circuit precedent, the Court upheld the presumptive 90- and 150- deadlines and entitled to Chevron deference. The Supreme Court of the United States granted certiorari to look at whether a court should apply Chevron to an agency's determination of its own jurisdiction. On May 20, 2013, the judgment of the Court of Appeals was affirmed by the Supreme Court, thus confirming that Congress has vested the FCC with general authority to administer the Communications Act through rulemaking and adjudication.

The Middle Class Tax Relief and Job Creation Act of 2012 (Spectrum Act) was signed into law by President Barack Obama on February 22, 2012, and included provisions regarding wireless facilities deployment. Section 6409(a) of the Spectrum Act states that "a state or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not

substantially change he physical dimensions of such a tower or base station."

In a report released by the FCC on October 21, 2014, the FCC interpreted and implemented the "collocation" provisions of Middle Class Tax Relief and Job Creation Act of 2012, Section 6409(a). The report noted that Section 6409(a) included a number of undefined terms, and the FCC adopted rules to clarify many of the terms and enforce their requirements. Among other measures, the FCC:

a) Clarified that Section 6409(a) applies to support structures and to transmission equipment used in connection with any Commission-licensed or authorized wireless transmission;

b) Clarified that a modification "substantially changes" the physical dimensions of a tower or base station, as measured from the dimensions of the tower or base station inclusive of any modifications approved prior to the passage of the Spectrum Act, if it meets specified criteria;

c) Provided that states and localities may continue to enforce and condition approval on compliance with generally applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonable related to health and safety;

d) Provided that a state or local government may only require applicants to provide documentation that is reasonably related to determining whether the eligible facilities request meets the requirements of 6409 (a);

e) Required, within 60 days from the date of filing, accounting for tolling, a state or local government to approve an application covered by Section 6409 (a);

f) Provided that an application filed under Section 6409 (a) is deemed granted, if a state or local government fails to act on it within the requisite time period. The 2014 FCC report also clarified Communications Act Section 3329(c)(7) and the FCC's 2009 Declaratory Ruling, as follows:

g) Clarified, with regard to the FCC's determination in the 2009 Declaratory Ruling that a state or municipality may toll the running of the shot clock, if it notifies the applicant within 30 days of submission that its application is incomplete, that:

i) The timeframe begins to run when an application is first submitted, not when it is deemed complete by the reviewing government;

ii) A determination of incompleteness tolls the shot clock only, if the state or local government provides notice to the applicant in writing within 30 days of the application's submission, specifically delineating all mission information, and specifying the code provision, ordinance, application nstruction, or otherwise publically-stated procedures that require the information to be submitted;

iii) Following an applicant's submission in response to a determination of incompleteness, the state or local government may reach a subsequent determination of incompleteness based solely on the applicant's failure to supply the specific information that was requested within the first 30 days;

iv) The shot clock begins running again when the applicant makes its supplemental submission; however, the shot clock may again be tolled if the state or local government notifies the applicant within 10 days that the supplemental submission did not provide the specific information identified in the original notice delineating missing information.

h) Clarified that the presumptively reasonable timeframes run regardless of any applicable moratoria;
i) FCC declined to adopt an additional remedy for state or local government failures to act within the presumptively reasonable time limits.

On March 6, 2015, Montgomery County, Maryland filed a lawsuit in the United States Court of Appeals for the Fourth Circuit, petitioning for review of the 2014 FCC Report that made federal rules implementing Middle Class Tax Relief and Job Creation Act of 2012, Section 6409(a), stating that the Report is inconsistent with the United States Constitution; an unlawful interpretation of Section 6409(a) and other statutory provisions; arbitrary and capricious and an abuse of discretion; and otherwise contrary to law.

4) Previous Legislation. AB 162 (Holden) of 2013, would have prohibited a local government from denying an eligible facilities request, as defined, for a modification of an existing wireless telecommunications facility or structure that does not substantially change the physical dimensions of the wireless telecommunications facility or structure, and would have required a ocal government to act on eligible facilities request within 90 days of receipt. The measure was referred to the Assembly Local Government Committee but was never heard.

5) Policy Considerations. The Legislature may wish to consider the following:

a) Specific Examples. The author notes that local jurisdictions charged with acting on these wireless facility applications often ignore the FCC's timeline. The Legislature may wish to ask the author for specific examples in which this has happened in California, and to determine whether this is a widespread practice that warrants a legislative fix.

b) "Deemed Approved." According to the American Planning Association, California Chapter (APA), the California State Association of Counties (CSAC), and the Urban Counties Caucus (UCC), in opposition, "In 2014, the FCC determined that under a new federal law (47 U. S. C. 1455 (a)), applications for modifications to wireless facilities would be "deemed approved" in 60 days provided those modifications not substantially "change the physical dimensions" of the existing wireless facility. The FCC's 'deemed approved' requirement doesn't apply to new wireless siting applications, which require more time for important environmental and esthetical review and permit processing, nor does it apply to colocations that involve

substantial increases in the size of the permitted facility. In AB 57, however, the state would apply this remedy to both new applications and all colocation applications."

The Legislature may wish to ask the author why it is necessary to go beyond the requirements and regulations promulgated by the FCC.

c) Incentivizing Denial? APA, CSAC, and UCC note that "adding a 'deemed approved' rule to state law where none presently exists, as proposed under AB 57, could incentivize local jurisdictions to deny new siting or colocation applications in order to avoid allowing the shot-clock to run out before the local agency has been able to effectively negotiate on environmental and aesthetic matters that are at the heart of community concerns. In this way, AB 57 could promote litigation rather than successful deployment of new or improved wireless infrastructure."

6)Arguments in Support. Supporters argue that the current remedy in which the wireless provider may sue the locality for unreasonable delay in any 'court of competent jurisdiction,' is not a meaningful remedy and that California's courts are already overburdened. Supporters note that the inherent delay in bringing a lawsuit over a single application, when a wireless provider may have hundreds of applications, make the FCC rule all but meaningless in this state, and that as a result, local governments can, and often do, get away with violating federal law.

7)Arguments in Opposition. Opposition argues that this bill goes beyond the requirements of federal law and regulations, and that this bill effectively eliminates the ability of local agencies to meet the needs and best interests of local communities and determining the siting and collocation of wireless facilities. Opposition notes that federal law and regulations are sufficient on the matter and moreover that the state should not enact statute that expands the rights of wireless carriers beyond what is provided by federal law.

REGISTERED SUPPORT / OPPOSITION:

Support
AT & T
CalChamber
CALWA - The California Wireless Association

CTIA - The Wireless Association
California Manufacturers & Technology Association
PCIA - The Wireless Infrastructure Association
Silicon Valley Leadership Group
Sprint

Tech America
TechNet
T-Mobile
Valley Industry & Commerce Association
Verizon

Opposition
American Planning Association, California Chapter
California State Association of Counties
City of Burbank
Rural County Representatives of California
Urban Counties Caucus

Analysis Prepared by:
Debbie Michel / L. GOV. / (916) 319-3958 FN: 0000417

Agenda Item Staff Report

TO: Honorable Mayor and Members of the City Council
For the Meeting of June 9, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Fiscal Year 2015 - 2016 Budget Adoption

SUMMARY

Adoption of the FY 2015 - 2016 Annual Capital and Operating Budget.

BACKGROUND

Attached is the FY 2015 - 2016 budget along with the narrative budget notes which describes the significant elements of the budget. The budget notes follow chronologically with the budget. Schedule 1 provides a summary of each of the Funds. The Schedule shows the estimated beginning fund balance, estimated revenues for the fund, any transfers in or out, the estimated expenditures for the fund, use of reserves and lastly the ending fund balance.

The City began this year's budget process in February with a City Council and Staff Study Session to establish preliminary budget priorities. City staff then developed departmental budgets including revising current year budget projections and making recommendations for the FY 2015 - 2016 budget which were then compiled into a draft budget. On May 12th the City Council held a study session to review the draft budget, as well as conducted a public hearing to receive public input on the budget. The budget that is presented to you this evening is essentially the same as the draft budget reviewed at your May 12th meeting with a few noted exceptions which are highlighted as follows:

GENERAL FUND

- Residual Tax Distribution – 311-001 revenue was reduced by $34,000 in the FY 2014-15 revised estimate and $20,000 in FY 2015-16 to reflect actual distributions this year.

- Per direction from the City Council the budget includes salary and benefit adjustments for all employees and several reclassifications of existing positions and the addition of a few new positions.

    - The City's practice has been to maintain salaries by adjusting to inflation using the March Consumer Price Index. The index this year was 0.5%. The budget includes an adjustment of 0.5% to all salaries.

    - The City provides a cafeteria program with a monthly allocation for employees to use to purchase various insurances. The budget includes a $100 increase for full-time employees and $50 increase for regular part-time employees to the monthly amount of the cafeteria allocation.

    - The budget includes an increase in hours for the Planning and Administration part-time interns, the addition of a part-time Recreation Intern and Housing Intern; the addition of a full-time Public Works Inspector and Planning Manager; the reclassification of a part-time Recreation Coordinator to full-time; the reclassification of the salary range for the Landscape Manager position; the creation of several new position classifications – Permit Technician II, Building Inspector/Plans Examiner, Maintenance Worker II, to provide reclassifications of some existing employees.

- Public Access Equipment – 4190-038 was increased by $8,900. We worked with ULV to refine the equipment needs for the Access Channel. One of the upgrades will be to the system that provides the streaming and on-demand features of the channel which will enhance those experiences.

- Administration Professional Services – 4150-020 was increased by $4,300 to contract for a service to provide on-line employment application filing.

- General Plan Update – At the budget study session there was discussion on budgeting funds to define a scope of work for an RFQ for a General Plan update. There is not a specific line item in the budget for this because there is already $250,000 in designated reserves set aside for

this project. If funds are needed for definition of the scope of work the designated reserve funds can be allocated.

SPECIAL FUNDS

- There are a few projects or portions of projects that were carried over from this year to next year. The funding amount of those projects did not change.

- City-Wide Lighting District Fund 07 – Revised Estimates for FY 2014-15 increased for Traffic Signal Maintenance - $15,000, Accident Repair - $20,000 and Traffic Signal Upgrades - $15,000 due to replacement of some rusting poles at several intersections and increase in damage from traffic accidents

- Infrastructure Fund 12 – Horse Trail Fence – increased by $6,000.

- Equipment Replacement Fund 70 – Telephones/ Equipment - $190,000. The preliminary budget included $80,000 as place holder pending the results of a telephone system assessment which is now complete.

SUMMARY

The budgeted revenue estimates were developed very cautiously and conservatively again this year. The total General Fund revenues, including Transfers In, as shown on Schedule 1, are **$21,423,959,** a **$1,500,702 or 7.5%** increase over last year. This includes **$787,950** in one time revenue. In any given year there may be one-time revenue sources and it is important to recognize these and consider this when comparing year to year revenues. The following chart shows the one-time revenue for the past two years and the proposed budget.

SOURCE	**FY 13-14**	**FY 14-15**	**FY 15-16**
Insurance Refund	$398,930	$104,813	$402,950
Unanticipated Permit Fees	$481,335	$0	$0
Admin Fee Settlement	$16,890	$0	$0
Sales Tax Triple Flip Accrual			$385,000
Total	$897,155	$104,813	$787,950

The budgeted General Fund expenditures are **$20,618,843** a **$1,298,516 or 6.7%** increase over last year. This includes **$514,000** in one-time expenses. The one-time expenses included in next year's budget include:

SOURCE	AMOUNT
Accela Automation Implementation	$434,000
Zoning Code Update	$40,000
Special Project Contract Engineering	$40,000
Total	$514,000

The budget reflects **$805,116** in General Fund revenue over expenditures. The ending Fund Balance or reserves is projected at **$16,290,289 or 79%** of general fund operating expenses. This is after the directed transfer of reserve funds for specific projects totaling **$1,335,900**. Those transfers include:

- Fund 12 - Downtown Boardwalk Renovation Project - $1,000,000
- Fund 20 – Park Development - $291,471
- Fund 21 – District #1 Park Development - $44,429

The City's total budget including the General Fund and all City and Entity Funds includes **$35,234,820** in revenue and **$38,752,990** in expense. The projected ending cash fund balance of all Funds is **$25,444,846**.

The budget includes a significant number of capital improvement and major projects next year. Some of those projects include:

- Completion of the Foothill Wash project
- Golden Hills Road realignment
- Downtown Streetscape/Bonita Ave. reconstruction
- Transition to partial contract street sweeping
- Via Verde median island reconstruction
- Meyer Tract median reconstruction
- Marchant Park renovation
- Via Verde Park playground equipment replacement
- Loma Vista Park playground equipment replacement
- Pioneer Park playground equipment replacement (pending grant award)
- Walnut Creek Park Development
- Accela Automation implementation
- Telephone system upgrade
- Zoning Code update
- Water conservation adjustments – irrigation modifications, turf removals
- MS4 Permit implementation
- Downtown Specific Plan update
- Sycamore Equestrian Center restroom project
- ADA Transition Plan update

RECOMMENDATION

1. Receive a summary presentation from staff on the budget.

2. Adopt the FY 2015 - 2016 Annual Capital and Operating Budget.

3. Adoption of Appropriation Limit for FY 2015 - 2016 - RESOLUTION NO. 2015 - 34 , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015 - 2016 AND APPROPRIATE EXCESS REVENUES.

4. Adoption of Salary Resolution - RESOLUTION NO 2015 - 35, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS ADOPTING AND EXTENDING THE PAY PLAN AND REIMBURSEMENT SCHEDULE FOR CITY EMPLOYEES, adopting the 0.5% cost of living adjustment, increase to the Cafeteria Plan contribution and adjusting and adding position classifications as described in the staff report.

FISCAL YEAR 2015-16
BUDGET NOTES

GENERAL FUND REVENUES

Total revenues including Transfers In are budgeted at **$21,423,959**. Major revenue categories include:

PROPERTY TAX – 311

- Base Property Tax - $2,728,000 - $258,000 or 10% increase over this year's budget.
- Residual Tax Distribution - $271,000 - This is the City's share of the residual tax increment that is redistributed to taxing entities. This amount is an estimate since the actual amount is based on the amount left over after ROPS obligations are paid. As the ROPS review process is still in flux it is difficult to accurately project.
- Motor Vehicle In Lieu Triple Flip - $3,191,000, a 3% increase over last year.

SALES TAX – 312

Sales Tax - $6,590,000 – Base sales tax is projected up $402,000, or 6% over last year. This is also the transition year of the "triple-flip" backfill formula. Starting in 2016-17 sales tax remittance will be back to normal. Because of the accrual of payments in this year we will also be experiencing a one-time additional remittance of $385,000.

FRANCHISE TAX – 314

Total of all Franchise Fees - $2,259,000 – A slight increase of $33,000.

OTHER TAXES – 315-317

- Transit Occupancy Tax - $1,400,000 – A $136,000 or 10% increase which is due to an overall increase in occupancy from all hotels.
- Business License - $412,000 – This represents $11,000 or 2.6% decrease over last year
- Documentary Stamp Tax - $139,000 - $26,000 decrease over last year. Tax is collected by the County on real estate transactions in the City.

BUILDING AND OTHER PERMITS – 321-322

Total Permits - $617,000 – Budgeted at a $72,000 decrease over last year's budget. However, the revised estimate for the current year is $808,000,

$119,000 more than budget. This increase is due to increase in building and street permits. We are considering this as one time revenue because we can't anticipate if this increased activity will continue and have budgeting conservatively for next year.

FINES/PENALTIES & CITATIONS – 331-332

Total Citations - $467,700 – Decrease by $6,300, mostly in local ordinance and motor vehicle violations. This is still below levels from a few years ago.

USE OF MONEY & PROPERTY – 341/397

Interest – $171,964 – Decrease by $42,000, though we continue to diversify our investments interest rates still remain very low.

Building Rentals - $135,000. Increase of $20,000 over the last year's budget, based on increased facility rental for the Community Building and Senior Citizen/Community Center.

CHARGES FOR CURRENT SERVICES

Planning Fees - $40,200 – About the same as last year.

CHARGES FOR ADMINISTRATIVE SERVICES – 360

Administration of Propositions A & C, Measure R, Walker House and Charter Oak Park remain roughly at the same amounts of reimbursement as last year.

RECREATION FEES – 367

Total Fees - $530,550 – Total amount is roughly the same as last year.

SWIM & RACQUET CLUB FEES – 368

Total Fees - $265,668 – Total amount is roughly the same as last year.

REFUNDS/REIMBURSEMENTS – 369-391-393-395

Administration Costs from Successor Agency - $150,000 – This is the amount of reimbursement for Successor Agency staff costs. There is a cap on the amount of total administrative costs, including staff costs of $250,000 per year. The $150,000 does not cover all of the Successor Agency staff costs but is the amount available after other administrative costs.

Administration Costs from Housing Authority - $68,000 – Reimbursement to the City for staffing costs associated for operations of the Housing Authority

programs. Prior to the dissolution of the redevelopment agency the Housing Set-aside Fund would reimburse the City for staff costs associated with the housing programs. This was eliminated with the elimination of the set-aside fund. The Housing Authority has assumed the housing assets, liabilities and programs of the former agency.

TRANSFERS IN FROM SPECIAL FUNDS – 500

Lighting District Fund 7, Gas Tax Fund 2 and AQMD Fund 71 – The transfer reimburses the General Fund from these funds for personnel costs associated with eligible Fund expenditures. This year the amount of the transfers remains the same.

TOTAL GENERAL FUND REVENUE - $21,423,959 – This represents an increase of $1,500,702 from last year's adopted budget.

GENERAL FUND EXPENDITURES

The expenditures are carefully planned and General Fund expenditures for 2015-16 are budgeted to be **$20,618,843** approximately a **$1,298,516** increase over last year's budgeted expenditures. However, as described in the staff report there are some significant one-time expenses.

PERSONNEL COSTS

The budget includes an across the board cost of living salary increase of 0.5%, increase in cafeteria allotment of $100 for full-time and $50,000 for part-time employees and several adjustment to some part-time hours, addition of part-time and full-time positions and reclassifications of some position classes.

CITY COUNCIL - 4110

The City Council budget includes stipends and expenses pertaining to the City Council. The budget reflects no changes.

CITY MANAGER/CITY CLERK - 4120

The City Manager/City Clerk budget includes salaries and expenses for the City Manager and Deputy City Clerk. Most expenses reflect no significant deviations except:

- Election Services - $0 – This line item is for the expense for the general municipal elections. Since there is no election next year there are no expenses.

ADMINISTRATIVE SERVICES – 4150

The Administrative Services budget includes salaries and expenses for Administration, Finance, Parking Enforcement, Information Services and Personnel. Line item expenses include items such as department personnel, professional services (auditors) and employee enhancement programs. Most of the expense items had no significant deviation with the exception of the following:

- Finance Staff Reorganization – In February 2015 the Council approved some staff reorganization in the Finance Division due to retirements. This budget reflects a full year of the adjustments from that reorganization.
- Travel and Meeting - $7,500 – Increase due to additional staff development for new staff.
- Annual Awards Dinner - $5,200 – The budget does not include the recognition dinner again this year. This past year, employee awards were again

presented at a luncheon that has been well received by employees.
- Admin Intern – Includes an increase in the number of hours for the Admin Intern.

CITY ATTORNEY - 4170

The City contracts for City Attorney and City Prosecutor services.

- City Attorney - $110,000 – The new contract for City Attorney services has resulted in an annual cost savings. Legal services pertaining to the Successor Agency and Housing Authority are budgeted in those respective Special Funds.
- City Prosecutor - $36,000 – Increase due to an approved increase in contract rates is year and greater case load.

GENERAL SERVICES - 4190

The General Services account provides for non-departmental general expenses such as insurance, office and computer supplies and maintenance, as well as, employee benefits. Budget highlights include:

- Chamber of Commerce - $45,000 – The City has an Agreement with the San Dimas Chamber of Commerce to provide certain services to the City and business community. The City contributes funds to the Chamber for those services. The budget proposes a continued funding at the same level.
- Insurance – The City is self-insured as a member of a self-insurance risk pool, the California Joint Powers Insurance Authority. General Liability - $261,826 – The annual contribution amount is $19,793 less than last year. Property Insurance - $92,411 – The amount is close to the same as last year. Workers Compensation - $158,757 – This is a $29,763 decrease over last year. Environmental Liability Insurance - $0 – This is a three year policy so there is no expense this year.
- Health Insurance and Optional Benefits – Budget amount $1,193,520 – This is the budget for the City's cafeteria contribution for employee health, dental and vision insurance for full-time and regular part time employees. The amount per employee was increased by $100 for full-time and $50 for regular part-time employees.
- Retiree Health Coverage - $29,208 - The City provides $122 per month per retiree for health insurance benefits for retirees that chose to continue to enroll in the City offered health plan. The amount is up slightly due to retirements this past year. The City applies a "pay as you go" for this expense and budgets the annual cost as opposed to pre-funding the liability.
- PERS Retirement Contribution – Budget amount $999,105 – This year's

budget amount reflects the employer paid amount, a $126,893 increase over last year. Beginning last year the employees contribute the entire 7% of the employee contribution.

- Deferred Comp Match - $91,200 – Three years ago the City match to employee deferred comp was suspended. Last year the City began to contribute a portion of the prior match amount. This budget continues with the same match contribution.
- Public Access Contract Assistance and Equipment – Total $103,200. These expenses are for the operation of the City Government Access channel. The budgeted expenses are for the continued contract with the University of La Verne for the management of the channel and equipment purchases. A portion of these expenses are funded by a 1% PEG fee that was implemented in January 2009 and is projected to generate $86,000 this year.
- Transition Plan Consultant - $50,000 – Carried over from last year's funds for a consultant to assist the City in performing facilities assessments and updating the ADA Transition Plan
- Accela Software Migration - $434,000 – Last year the Council approved a budget for the upgrade of the City's land management software. This current year expense is $86,300 with the majority of the work, and expense $434,000, next year.
- Staff Retirement Vacation/Sick - $85,000 – With the possibility of several employee retirements over the next few years, last year the budget reflected a separate budget line item for compensable leave upon retirement.
- Process Fees Credit Card Payments - $36,000 – Fees for credit card payments made to the city. The amount continues to increase as we experience higher dollar transactions, however, a recent change in vendor will decrease fees.

PUBLIC SAFETY - 4210

The Public Safety budget includes expenditures for contract law enforcement services provided by the Los Angeles County Sheriff's Department and animal control services provided by contract with the Inland Valley Humane Society. Budget highlights include:

- The Sheriff's contract budget includes an overall contract rate increase of 2.5% and an increase in the Liability Trust Fund contribution from 4% in July 2014 that increased to 5% in January 2015 to 6% next year. Staff is a bit nervous of the potential of additional rate increases so the budget includes a line item Contract Increase Contingency - $145,000 to cover up to an additional 2.5% contract rate increase.
- The Bonita Unified School District contributes a portion of the funds necessary for the School Resource Officer (1/2) and the Probation Officer (GAAP) contract (1/4). In addition a portion of these positions are funded by the COPS grant (Fund 41). The budget does not reflect any changes to the

contracted level of service.

- Electronic Ticket Writers - $4,900 – Annual expense for the new electronic ticket writers for overnight parking enforcement.
- Animal Control Services – Budget amount $131,484 – The contract with the Inland Valley Humane Society for animal control services allows for a one year extension. The extension is proposed with a 1.01% CPI adjustment bringing the annual contract amount to $131,484.

RISK MANAGEMENT - 4211

The Risk Management budget sets aside minimal funds to cover claims or liabilities not covered under the City's self-insurance pool. In addition a portion of reserve funds are set-aside for this purpose.

EMERGENCY SERVICES - 4212

The Emergency Services budget provides for emergency preparedness expenses and a contingency fund for expenses as a result of a disaster or emergency. Like the Risk Management budget a portion of reserve funds are also set aside for emergency or disaster purposes.

- Williams Fire Mitigation Measures – $3,000 – The 5 Year permit to eradicate Arrundo is expiring. There are costs associated with closing out or renewing the permit.
- Golden Hills Road - $0 – The City received a FEMA reimbursement for storm damage in the amount of $122,000 for repairs to Golden Hills Road. $80,000 will be expended in FY 14-15 on design, which exhausts all of the FEMA funds. Construction costs are budgeted in Fund 12.

COMMUNITY DEVELOPMENT - 4308

The Community Development Department oversees the Development Services and Public Works Departments. Budget Highlights include:

- Engineering Services – City Engineer – Budget amount - $50,000 – Contract engineering services to assist with development and to provide City engineer services.
- Staffing Assistance Accela – The Department with the greatest time commitment in the Accela project will be Community Development. $15,000 is budgeted for temporary staffing assistance to back-fill for staff working on the project, if needed.
- Zoning Code Update - $40,000. There a various necessary code updates that have been discussed. The budget includes funds for a consultant to assist a comprehensive update of various land use codes.
- SCAG has awarded the City a grant of $150,000 (increased from $85,000)

to complete the Downtown Specific Plan. Consultants have been interviewed and a final selection is imminent. The proposal costs slightly exceed the approved grant amount. Depending on the final scope of work it may be appropriate for the City to contribute $10,000-20,000 to best facilitate the project. This expenditure has not been included in this draft of the budget but will be added prior to the final draft once the costs are known.

- The City last updated the General Plan in 1992. Many aspects are out of date. There is no requirement to update the General Plan (except for the Housing Element) but there is a letter that the State Attorney General sends out every year suggesting, based on a Northern California court case, that a General Plan may be out of date after eight years. The cost of a General Plan for a City of our size (based on recent ListServ surveys) is $600,000-800,000. General Plan updates typically require 2-3 years to complete. Planning Staff believes it is critical to start a General Plan Update in this FY. The more critical required elements are Land Use and Circulation. Planning Staff is suggesting a minimum of $250,000-300,000 be budgeted this year to begin the update. Several years ago the Council assigned $250,000 in reserves for the General Plan update. This draft of the budget does not include this expense pending further discussion with the Council.
- Housing Intern – Includes the addition of a part-time Housing Intern to assist with administration of housing programs.

DEVELOPMENT SERVICES – 4309

Development Services includes planning and code enforcement. The Planning Division is responsible for current and long-term planning of the community, development review, subdivision review, environmental review, and providing staff support for Development Plan Review Board and Planning Commission. The goal of the City's Code Compliance program is to promote and maintain a quality living environment for residents. The budget includes salaries and administrative expenses. Most of the expenditures in this account are budgeted at similar levels as prior years.

- Planning Intern – Includes increase in the amount of hours for the part-time Intern.
- Planning Manager – Includes the addition of Planning Manager position.

BUILDING & SAFETY – 4311

The Building and Safety Division is responsible for administering and enforcing the California Building Codes and the construction section of the San Dimas Municipal Code to ensure minimum standards to protect life and property. The budget includes salaries and administrative expenses. Most of the expenditures

in this account are budgeted at similar levels as prior years with the exception of the following:

- Contract Plan Check – $55,000 – Contract plan checker to supplement staff plan checks. The budget is increased by 10% from last year.
- Special Project Plan Check and Inspections - $40,000. It is anticipated that a special project, such as the Brasada project would require additional specialized contract plan checks and inspections. This budget is added to accommodate that. Costs would be off-set by plan check and permit fees.
- Permit Technician II and Building Inspector/Plans Examiner – Includes the creation of new classifications for these positions to reclassify some existing employees.

PUBLIC WORKS

The Public Works Department is comprised of two divisions: Administration/Engineering and Street Maintenance. The department is responsible for engineering design, capital improvements, construction and maintenance of public works infrastructure: streets, traffic signals, sewers, storm drains, sidewalks, and other public works areas like utilities and managing the city's storm water pollution prevention program. The maintenance division also maintains City equipment and vehicles. Budget highlights include:

Administration/Engineering – 4310

- Engineering Plan Check Services – Budget amount $5,000 - Continue with some contract plan check services to assist staff in time of peak work load.
- Project Management Services – Budget amount $65,000 – Continue with the practice to contract for consultant services for small special projects, management and inspection services for staffing relief and support.
- Administrative Aide – Due to a vacancy in the part-time Office Assistant position in February 2015 staff recommended, and Council approved, reorganizing positions by adding a full-time Administrative Aide and eliminating the Office Assistant and 2 Interns through attrition.
- GIS Development - $15,000 – This current year the City upgraded its GIS software to accommodate the Accela project. There is a need for funds to assist with existing file conversion and training.
- Public Works Inspector – Includes the addition of a Public Works Inspector position.

Street Maintenance – 4341

- Contract Street Sweeping – $75,000. As was discussed with Council last year staff is proposing to transition street sweeper to a contractor. The plan is to phase the transition by contracting out 65% of sweeping beginning January 1, 2016. The budget reflects the estimated cost of the contract.
- NPDES (MS4 Permit) Programs – Collective Budget Amount - $720,500 (total of all sub-categories) – The total expense in FY 12-13 was $65,035 and FY 13-14 was $184,029. The revised estimate for FY 14-15 is $101,500. Much of the cost in the past three years has been for planning. Next year the cost of implementation begins. The greatest expense, $600,000 will be for monitoring.
- Downtown Boardwalk Maintenance Budget – Budget amount $10,000 – The amount of annual maintenance is decreased due to the anticipated renovation project beginning next year.
- Street Maintenance II – Includes the addition of Street Maintenance II classification to reclassify some existing employees.

Vehicle/Yard Maintenance - 4342

- Fuel & Oil – Budget amount - $90,000 – This account is difficult to budget for due the volatility of fuel prices. With the contracting out for a portion of street sweeping mid-year there will be a fuel cost savings but the dollar amount is difficult to anticipate.
- Sweeper Parts & Supplies - $20,000 – It is anticipated a $15,000 reduction due to contract street sweeping.

Traffic Control - 4345

Most expenses are the same as last year except:

- Traffic Engineering Services - $50,000 – The City's long term contract engineer retired this past year and the new contract rates are a bit more expensive.
- General Professional Services - $50,000 – Contract street striping and markers. $8,000 increase due to more streets planned for next year.
- Traffic Sign Evaluation Program - $4,000 – Software and equipment to allow for GPS sign inventory.

PARKS AND RECREATION

The Parks and Recreation Department is comprised of three divisions: Facilities, Landscape Maintenance and Recreation. The Facilities division is responsible

for the maintenance, repair and equipment replacement of all public buildings. The Landscape Maintenance division is responsible for the maintenance of and landscaping in parks, parkways and medians. The installation and maintenance of all playground and athletic field equipment is also the responsibility of this division. The Recreation division is responsible for planning, organizing and conducting a comprehensive community recreation program for residents of all ages. The Parks and Recreation department is also responsible for the design and construction of City parks and recreation facilities. Improvements to Facilities, Civic Center, Senior Center, Parks and Swim and Racquet Club are appropriated in Fund 20, 21and 22. Budget highlights include:

Facilities - 4410

The Facilities budget includes facilities maintenance personnel salaries and the maintenance and operations budgets for the following park and City facilities: Marchant, Ladera Serra, Pioneer, Via Verde, Horsethief, Lone Hill, the SportsPlex and Sycamore Ranch. There are no significant deviations in this budget except:

- Sycamore Canyon Restroom Construction – The city agreed to fund the construction of new restrooms at the equestrian center with the lease operator to pay back the city for the cost, with interest through a 20 year loan. The project was originally budgeted in the General Fund in FY 14-15 but has been transferred to Fund 12.
- Contract and General Maintenance - $30,000. A $9,000 increase over last year due to painting of the interior of Ladera Serra Park Recreation Building.
- Facilities Maintenance Worker II – Includes the addition of a new classification to reclassify some existing employees.

Civic Center - 4411

The Civic Center budget includes the maintenance and operations budgets for City Hall, the Community Building and the Martin House. There are no significant deviations in this budget.

Senior Center - 4412

The Senior Center maintenance budget includes the maintenance and operations budgets for the Senior Citizen/Community Center. There are no significant deviations in this account except:

- Contract and General Maintenance - $48,100 – A $27,100 increase for exterior painting of the Senior Center.

Park Maintenance - 4414

The Park Maintenance budget includes landscape maintenance personnel salaries and maintenance and operations budgets for parks. In addition, the majority of park maintenance expense is reflected in Fund 8 funded by the landscape parcel assessment. There are no significant deviations in this account.

- Landscape Maintenance II – Includes the addition of new position classification to reclassify some existing employees.

Median & Parkway Maintenance - 4415

The Median and Parkway Maintenance budget includes landscape maintenance personnel salaries and maintenance and operations budgets for median and parkway maintenance. As with park maintenance, the majority of median and parkway maintenance expense is reflected in Fund 8.

- Water – It is extremely difficult to budget for water costs for landscape because of the uncertainty of the exact extent of water restrictions and costs. At this point we budgeted for a slight increase based upon historic usage and rates.

Recreation - 4420

The Recreation budget includes recreation personnel salaries and maintenance and operations budgets for recreation and senior citizen programs. There are no significant deviations in this account.

- Recreation Intern – Includes the addition of a part-time Recreation Intern to assist with the administration duties within the Department.

Swim & Racquet Club – 4430

The Swim and Racquet Club budget includes personnel salaries and maintenance and operations budgets for the Swim and Racquet Club facility and programs. There are no significant deviations in this account with the following exception:

- Maintenance of Equipment – $13,000 – Decrease of $12,000 due to last year had some extraordinary expenses.
- Capital Outlay - $17,400 – Includes $15,400 for replacing pool gutter grates and ladder steps.
- Fitness Instructors – Fitness instructors at the Club have historically been contract instructors and not part-time employees. Staff has evaluated that arrangement and feels that converting those individuals to part-time

staff is appropriate. The budget reflects a shift of $42,700 from the Professional Services line item to Instructors Personnel P/T line item.

TRANSFERS OUT/LOANS

The budget includes transfers out from the General Fund to other Special Funds for specific projects as described below. There is a need to make additional transfers to those funds; however, as we have done the past few years we will make recommendations on transfer after the close of the fiscal year.

- Transfer to Fund 04 City Hall/Comm Bldg - $742,270 – Transfer for debt payment on the Civic Center COP.
- Transfer to Landscape Maintenance Fund 08 - $49,605. Funds necessary to fully fund the maintenance expenses this year.

USE OF RESERVES

Accounts for the use of reserve funds for specific projects. The reserve funds are transferred to the Special Funds for that project.

- Transfer to Infrastructure Fund 12 - Downtown Boardwalk Project – $1,000,000. Funds for the downtown boardwalk project from reserves.
- Transfer to Park Development Fund 20 - $292,471 – Funds necessary to balance Fund 20, primarily towards the Via Verde playground equipment project.
- Transfer to Open Space District #1 - $44,429 – Funds necessary to balance Fund 21, primarily towards Swim and Racquet Club assessment.

TOTAL GENERAL FUND EXPENDITURES - $20,618,843 – This represents an increase of $1,298,516 from last years adopted budget.

SPECIAL FUNDS

Special Funds are established to provide expenditures for a specific purpose. Revenue obtained for these funds comes from a variety of sources and in most cases, by statute or policy, restricts the use of the money.

FUND 02 - STATE GAS TAX

Public Works capital improvement projects are primarily budgeted in Funds, 2, 12, 73 and 74. There are a number of significant projects that are carry-over from this year or had been planned for next year, therefore, staff has intentionally not scheduled other major projects due to the need to manage these major projects but also in keeping with the concept shared with the Council last year to save up funds and schedule “super” projects.

The revenue for this fund comes from State Gas Tax which is subject to a “triple-flip formula” and relies on State estimates. Because of this formula process and the fluctuating gas prices, revenues for this current year and estimates for next year are significantly down. It is estimated that revenues for next year will be $368,000 lower than FY 13-14.

State Gas Tax revenue is statutorily restricted and can only be used for street maintenance, repair and construction. Budget highlights include:

- Annual Pavement Preservation Program – Budget amount $350,000 – Annual street program of slurry seal, pavement repairs and other pavement preservation techniques. Total project amount is $750,000 with amounts also budgeted in Funds 12, 73 and 74.
- Hazardous Sidewalk Repair – Budget amount $65,000 – Continuation of the annual repair of hazardous sidewalk throughout the City as needed.
- Transfer to General Fund – Budget amount $225,000 – The transfer reimburses the General Fund for personnel costs associated with eligible street improvement projects.

FUND 03 – WALKER HOUSE LLC

This Fund was set up for the Walker House LLC that was established for the tax credit program. This fund received revenue from the tax credit distribution. Annually it receives revenue generated from uses of the house and repayment of the loan from the Redevelopment Agency. With the new Concessionaire Agreement the budget projects some rent revenue and utility expense off sets. Expenses include insurance, maintenance and utilities for the house.

FUND 4 – CIVIC CENTER RENNOVATION

This Fund was created to show the expenses for the Civic Center renovation project. The fund received the $5.5 million general fund reserves that were committed to the project and the $7.5 million proceeds from the COP. Beginning in FY 11-12 the only ongoing expense is the annual COP debt service which is funded by a General Fund transfer.

FUND 06 - SEWER EXPANSION

The Sewer Expansion fund receives revenue from private property connections to the public sewer fees, sewer maintenance and industrial waste reimbursement from the County.

- Sewer Master Plan – Budget amount $75,000 – This project is to complete Master Plan Study and is a carry-over project.

FUND 07 - CITY WIDE LIGHTING DISTRICT

The City Wide Lighting District receives revenue from a property tax assessment to be used exclusively for public lighting purposes. The money is used to maintain traffic signals and street lights, electricity, and special street light projects. Most of the expenditures are for ongoing maintenance and operations. Budget highlights include:

- Residual Tax Distribution – The Lighting District is a taxing entity that began to receive its share of the redistributed tax increment from the dissolved Redevelopment Agency last year. It is estimated that it will receive $126,000 next year.
- Downtown Decorative Lighting – Budget amount $145,000. This is a carryover project. Budget also includes funds to commence surveying of existing facilities to aide in the planning to replace the street lights in the town core with nostalgic lights at the rate of six blocks every three years.
- Street Light Electricity – Budget amount $560,000 – This is the largest expenditure in this fund.
- Bonita Streetscape Street Lights – Budget amount $100,000 for design and upgrade of additional street lighting as part of Boardwalk Replacement Project.
- Street Lights Maintenance – This item is $25,000 including replacing light poles on Edinburgh.
- Traffic Signal Upgrades - $50,000 –
- Cienega/Lone Hill Signal Phasing - $125,000. Project to add turn phasing for the signal at Cienega and Lone Hill. The street improvement project is being moved to FY 16-17 but the signal project will remain next year.

FUND 08 - LANDSCAPE PARCEL TAX

This fund receives revenue from a voter approved property tax assessment. Per voter approval the money is used exclusively to maintain parks, parkways, medians, and trees. Annually the City Council has the authority to raise the amount of the assessment by the CPI. The revenue in the budget reflects a proposed 0.5% CPI increase. The revenue generated by the assessment does not fully cover the entire cost of the landscape maintenance. The expenses for the City personnel performing landscape maintenance functions are now fully borne by the General Fund. The reserves in this account have been drawn down over the past few years with on-going maintenance expenses. This year the General Fund is required to transfer $49,605 to the Fund to balance expenses. Budget highlights include:

- Horsethief Canyon Park Maintenance – Budget amount $65,000 – Contract maintenance for Horsethief Canyon Park. Additional maintenance expenditures are included in Fund 20 which is paid for from a County Grant. The grant funding expires this year so the entire cost will be borne by Fund 8 next year.
- Tree Replacement - Budget amount - $10,000 - Continue to fund ongoing tree replacements throughout the City.
- Sportsplex Maintenance – Budget amount $36,200 – The School District reimburses the City for 50% of this expense.
- Contract Tree Maintenance – Budget amount $200,000 – Continues with our ongoing tree trimming schedule.
- Water - $255,000 – As mentioned previously water expense is difficult to budget not knowing the final water restrictions and rate structure. The budget estimate is based upon historic usage and rates.

FUND 12 - INFRASTRUCTURE

This fund provides for capital improvement projects for the City's varied infrastructure. Revenue sources for the Fund are General Fund transfers, grants for specific projects and private development requirements. In November 2014 the Council authorized a General Fund transfer of $1,020,000. Budget highlights include:

- Foothill Blvd./SD Wash - $2,410,295 – Foothill Blvd. bridge widening at San Dimas wash. The majority funding for the project is from a project specific grant. The project will be completed this year.
- Annual Pavement Preservation - $380,000 – Total amount of the project is $750,000 with additional funds budgeted in Funds 2, 73 and 74.
- Meyer Tract Median - $85,000 – Project to replace the oleanders in the

median at the Meyer tract is a carry-over from last year.

- Via Verde Ave. Median - $300,000 – Complete renovation of the median island on Via Verde Ave. including eliminating all of the turf.
- Foothill/San Dimas Canyon Rd. Left Turn Phasing - $60,000 – Cooperative project with the County. Total cost is $241,000 with additional funds budgeted in Fund 73. This is a carry-over project.
- Golden Hills Road - $841,000. Re-direct of Golden Hills Road. Cooperative project with the City of La Verne contributing $750,000.
- Downtown Boardwalk Project - $1,000,000 has been transferred from General Fund reserves for the project.

FUND 20 - COMMUNITY PARKS AND FACILITIES DEVELOPMENT

The Community Parks and Facilities Development fund will receive the last of the funds from the County Prop A maintenance entitlement grant, which can only be used for maintenance at Horsethief Canyon Park. At this point the Fund requires a transfer of $291,471 to fully fund all of the proposed projects.

- Park Signage - $10,000 – A carry over project to replace aged park signs in various parks.
- Via Verde Park Playground Equip and Park Rehab - $400,000 – Relocate and replace playground equipment and additional improvements associated with the relocation.
- Horsethief Canyon Park Maintenance - $68,000. Expense offset with Prop A Maintenance Entitlement Revenue. This will exhaust the entire remaining Prop A funds eligible for Horsethief Canyon Park maintenance. Next year all maintenance costs will be from Fund 8.
- Walnut Creek Park Development - $850,000 – Development of Phase 1 of Walnut Creek Open Space. The funds for the project are from a County project specific grant.
- Loma Vista Park Rehab – 90,000. Replace playground equipment and other upgrades to Loma Vista Park in conjunction with the Walnut Creek Development project.

FUNDS 21, 22 AND 23 – OPEN SPACE DISTRICTS

The City is divided into three geographic areas for the purpose of the Open Space Districts. District #1, Fund 21, is the north and west area, District #2, Fund 22, is the east, and District # 3, Fund 23, is the south. Each District receives revenue from the development of property within their respective Districts in the form of Quimby fees. As it is uncertain when residential sub-divisions may occur, no new revenue is projected. Each District has a fund balance with the exception of Fund 23.

- Fund 21 - Swim & Racquet Club Assessment - $50,000 – There is a need

for a significant rehab of the exterior and interior of the Club. Funds allocated this year are for an assessment of the scope of work. The beginning fund balance in this fund is only $16,571 at this time there would be a need of fund transfer of $44,429 to fully fund all the projects.

- Fund 22 – Marchant Park Improvement Project - $1,025,000. Major renovation of Marchant Park including new restroom building, refurbishment or replacement of the recreation building, new playground equipment and other amenities and improvements. The sources of funding include $722,000 in Quimby fees from the Avalon apartment project, $250,000 in a County grant and transfers from the general fund. A final cost estimate for the project is pending but should be available prior to the presentation of the final budget.
- Pioneer Park Playground Equipment Replacement - $160,000. The City has applied for a HCD grant for the replacement of the playground equipment at Pioneer Park. The amount of the grant would be $100,000 and the city's matching portion would be $60,000. If we are unsuccessful in being awarded the grant we will postpone the project to another fiscal year.

FUND 27, 28 AND 29 - CIVIC CENTER PARKING DISTRICT

The Civic Center Parking District was formed in 1997. The District encompasses the common space of the Puddingstone Shopping Center. This group of funds is set up to cover the maintenance and operations and bond payments associated with the parking district. Revenue for this fund is derived from property assessments of property owners of the center.

- Fund 27 - Maintenance and operations of common areas, i.e. parking lot and landscape areas, of the parking district.
- Fund 28 - Bond principal and interest payments due annually.
- Fund 29 - A reserve fund for the bonds associated with the parking district.

FUND 34 – HOUSING AUTHORITY FUND

With the passage of ABx1 26, the Housing Set-Aside fund was also dissolved as of January 31, 2012. The City adopted a Resolution declaring the San Dimas Housing Authority as the successor agency to the Housing programs. The Housing Authority assumed all of the housing assets, liabilities and responsibilities of the former Redevelopment Agency. The Authority continues to administer management and operations of the Authority owned housing developments. The Authority also administers two previous approved development agreements providing financial assistance for low and moderate income housing. The Fund includes encumbered and unencumbered assets from the previous Set-Aside fund.

- SERAF Loan Repayment - $235,048 – This budget year the Authority begins to become eligible for reinstatement of the repayment of the outstanding $1.2 SERAF loan.
- Admin Costs Staff Reimbursement - $50,000 - This is a reimbursement to the General Fund to reimburse the City for costs associated for operations of the Housing Authority programs.
- Mobile Home Rehab – During FY 13-14, the Authority Board approved an allocation of $45,000 for rehab grants specific for rehabilitation of mobile homes. The budget includes $60,000 in funds for the continuation of that program.

FUND 38 – SUCCESSOR AGENCY
FUND 39 – REDEVELOPMENT OBLIGATION RETIREMENT FUND

Two new Funds have been set up to account for the enforceable obligations of the former Redevelopment Agency. Fund 39 is the Redevelopment Obligation Retirement Fund. Every six months the Successor Agency submits a Recognized Obligation Payment Schedule (ROPS), listing all of the enforceable obligations during that period. Once approved by the Oversight Board and Department of Finance, the County Auditor/Controller remits the requested amount to the Agency. The remittance from the County is deposited and held in Fund 39 until the obligation payment becomes due. The funds are transferred to Fund 38 to pay the expenditures.

Fund 38 contains the expenditures for the enforceable obligations of the Successor Agency as identified on the ROPS. Funds are received from Fund 39 to make the payment obligations.

FUND 40 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

This fund administers the City's CDBG programs. Revenue for this Fund is from Federal Block Grants administered through the County to fund the programs listed. Entitlement revenue is down again this year. The program budget is approved by the City Council in January of each year.

FUND 41 - CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS)

This fund is for the administration of the State COPS grant. The program provides for supplemental money for law enforcement. The past several years the City has used the funds to fund a portion of the School Resource Office and the Probation Officer, directed patrol and miscellaneous equipment. The budget proposes continuing with those expense items again this year.

FUND 53 - GOLF COURSE

The Golf Course fund receives revenue from the San Dimas Canyon Golf Course and club house leases. The ongoing expenditures are for utilities, audit services and incidental maintenance. The largest expense is for interest on prior loan payments to the City for the original acquisition of the golf course. In 2013 the City refinanced the loan changing the terms of the loan. The revenues and expenditures are consistent with last year with the exception of water. The City's contribution towards water expense is capped at $95,000 per year. The lease operator contributes $160,000 per year towards the expense. If the actual annual expense is less than those two contributions the excess will be carried over in a reserve to be used for future water expenses. The beginning fund balance in water reserves $309,504. Actual water expense in the current year is estimated at $300,000 requiring the use of $45,000 from the reserve. The estimated water expense next year is budgeted at $300,000 which would require an additional reserve expense. However, because of the uncertainty of water restrictions and costs there is great uncertainty of the actual costs.

FUND 70 - EQUIPMENT REPLACEMENT

The primary source of ongoing revenue for this fund has been in the form of an annual transfer from the General Fund. The budget does not reflect a General Fund transfer at this time. Significant capital equipment purchases and budget changes include:

- Pick-up truck Replacements (1) - $42,000 – Scheduled replacement of 1 maintenance truck.
- Computer Equipment – $12,000 – Miscellaneous computer equipment including replacing hard drives on the back-up servers and equipment racks for the yard.
- Telephone Equipment - $190,000 – The telephone system that serves City Hall, Senior Center and Maintenance Yard is aging. We have been put on notice that major components may no longer be available. This year we have retained a consultant to evaluate of telephone system needs and provide a cost estimate for a new system. The preliminary estimate is in the $190,000. The budget may need to be adjusted once refined information is available.
- Trailers - $4,500. Replacement of 2 equipment trailers.

FUND 71 - AIR QUALITY MANAGEMENT DISTRICT (AQMD)

The revenue for this fund comes from a portion of the vehicle license fees allocated to air quality programs. The funds are governed by guidelines established by the Southern California Air Quality Management District and can

only be used on expenditures that have a direct effect on improving air quality. Many of the proposed expenditures are consistent with last year.

FUND 72 - PROP A TRANSIT

Revenue received in this fund is from a portion of sales tax within L.A. County. The money can only be used for mass transit and Paratransit projects and services. Since Prop A taxes are a portion of the countywide sales tax, the amount of revenue had declined significantly but in the past two years has experienced growth.

- Dial-A-Cab – Budget amount $273,000 – Expenditures for the City subsidized San Dimas Dial-A-Cab service. Last year the Council approved a fare increase which went into effect July. Since there is a time lag between an increase and ridership patterns there is still an increase in cost.
- Get About Services – Budget amount $174,000 – This service experienced some significant ridership growth as well as an increase in contract service cost that went into effect this year. The costs are proposed to increase by $24,000 or 16%.
- Recreational Transit – $85,000 – Transit services for adult, family and teen Recreation excursions.

FUND 73 - PROP C TRANSIT

This fund receives revenue from a portion of sales tax within L.A. County. The use of the funds are similar to Prop A guidelines with the exception that Prop C funds can be used for street improvements to streets that support mass transit. Similar to Prop A revenues are increased slightly. Budget highlights include:

- Pavement Preservation - $10,000 – Annual street program of slurry seal, pavement repairs and other pavement preservation. Total project amount is $750,000 with amounts budgeted in Fund 2, 12 and 74.
- Gold Line Consultant Services - $15,000. Funds for engineering consultants to assist with evaluating Bonita/Cataract intersection designs for the Gold Line.
- Bonita Ave. Pavement Reconstruction - $350,000. Reconstruction of Bonita Ave. from San Dimas Ave. to Cataract in conjunction with the downtown hardscape project.

FUND 74 – MEASURE R TRANSIT

In November 2008 voters passed Measure R, a ½ cent sales tax increase in Los Angeles County to finance new transportation projects and programs and accelerate many of those already in the pipeline. The increase in sales tax became effective July 1, 2009. Similar to Prop A and C funds the city receives and annual local share. The funds are restricted to use on transportation related

programs and projects including street improvements.

- Cienega Repair - $55,000. Removal of an abandoned large diameter storm/ irrigation line on Cienega Ave. in preparation of the street reconstruction project next year.
- Bonita Ave. Pavement Reconstruction - $150,000. Reconstruction of side streets in conjunction with Bonita Ave and the downtown hardscape project.

FUND 75 - LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS

The revenue in this fund comes from assessments of homeowners in the Boulevard and Northwoods tracts to fund for the maintenance and operations of common landscape areas.

CITY OF SAN DIMAS
SCHEDULE 1: SUMMARY OF ESTIMATED ENDING BALANCES AND TRANSACTIONS FOR FISCAL YEAR 2015-16

FUNDS	ESTIMATED BEGINNING 7/1/2015	ESTIMATED REVENUES 2015-16	TRANSFER IN 2015-16	TRANSFER OUT 2015-16	ESTIMATED EXPENDITURES 2015-16	USE OF RESERVES 2015-16	ESTIMATED ENDING BAL 6/30/2016
01 General	16,821,073	21,071,819	352,140	792,325	19,826,518	1,335,900	16,290,289
02 Gas Tax	1,237,574	791,000	-	225,000	512,000	-	1,291,574
03 Walker House	212,777	187,970	-	-	151,278	-	249,469
04 City Hall/CB	-	-	742,720	-	742,720	-	-
06 Sewer	1,053,374	53,029	-	-	132,000	-	974,403
07 Lighting	1,700,907	1,087,307	-	125,000	1,219,845	-	1,443,369
08 L/S Parcel Tax	-	830,060	49,605	-	879,665	-	-
12 Infrastructure	1,906,865	2,854,859	1,000,000	6,680	5,651,090	-	103,954
20 Comm Park/Fac	267,529	918,000	291,471	-	1,477,000	-	-
21 Open Sp #1	16,571	-	44,429	-	61,000	-	-
22 Open Sp #2	1,136,861	350,000	-	-	785,000	-	701,861
23 Open Sp #3	-	-	-	-	-	-	-
27 CC Pkg Dist	-	16,321	7,507	-	23,828	-	-
28 CC Redemption	-	8,985	-	-	8,985	-	-
29 CC Reserve	1,608	-	-	827	-	-	781
40 CDBG	-	135,289	-	-	135,289	-	-
41 COPS	-	100,000	-	-	100,000	-	-
53 Golf Course	264,504	655,000	-	-	700,000	-	219,504
70 Equipment Replacement	475,368	4,000	-	-	325,500	-	153,868
71 AQMD	127,719	42,768	-	2,140	10,000	-	158,347
72 Prop A	414,687	594,200	-	-	731,887	-	277,000
73 Prop C	1,090,927	498,300	-	-	442,000	-	1,147,227
74 Measure R	781,460	368,500	-	-	263,500	-	886,460
75 Open Space Mnt	20,205	44,260	-	-	47,130	-	17,335
ALL CITY FUNDS TOTAL	**27,530,009**	**30,611,667**	**2,487,872**	**1,151,972**	**34,226,235**	**1,335,900**	**23,915,441**
34 HOUSING AUTHORITY SUCCESSOR TOTAL	**1,119,135**	**345,016**	**-**	**248,619**	**-**	**-**	**1,215,532**
38 /39 SUCCESSOR AGENCY TOTAL	**313,873**	**1,790,265**	**-**	**-**	**1,790,265**	**-**	**313,873**
GRAND TOTAL CITY AND ENTITIES	**28,963,017**	**32,746,948**	**2,487,872**	**1,400,591**	**36,016,500**	**1,335,900**	**25,444,846**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

GENERAL FUND 01	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
UNASSIGNED FUND BALANCE	**11,346,277**	**12,626,730**	**13,199,732**	**12,047,773**
ASSIGNED FUND BALANCE RISK/LAW	**2,848,083**	**2,845,683**	**2,845,696**	**2,845,696**
ASSIGNED FUND BALANCE EMERG SRV	**516,783**	**495,183**	**511,923**	**420,023**
ASSIGNED FUND BALANCE GEN PLAN	**250,000**	**250,000**	**250,000**	**250,000**
ASSIGNED FB CITY LOAN TO SA (281-003)	**-**	**-**	**-**	**1,257,581**
TOTAL GENERAL FUND BALANCE	**14,961,143**	**16,217,596**	**16,807,351**	**16,821,073**
GENERAL FUND DETAIL OF REVENUES				
PROPERTY TAX (311)				
Secured Property (001)	2,347,054	2,309,280	2,456,000	2,554,000
Unsecured Property (002)	92,074	90,000	100,000	104,000
Interest & Redemptions (004)	65,828	70,000	70,000	70,000
AB1389 Pass-through Oblig Frm Cnty (009)	52,544	110,000	88,500	89,000
Residual Tax Distribution Fr Cnty (011)	260,197	289,000	257,600	271,000
Motor Vehicle In Lieu Triple Flip (012)	3,027,866	3,088,423	3,191,000	3,191,000
Administrative Fees Settlement (058)	19,887	-	-	-
Administrative Fees (059)	(35,203)	(35,900)	(35,008)	(35,000)
Sub-Total Property Tax	**5,830,247**	**5,920,803**	**6,128,092**	**6,244,000**
SALES TAX (312)				
Sales Tax (75%) General (001)	4,092,563	4,223,000	4,406,000	4,748,000
Sales Tax In-Lieu (25%) Triple Flip (002)	1,393,441	1,330,000	1,328,000	1,192,000
Triple Flip Adj. (003)	-	-	-	385,000
Sales Tax Prop 172 (103)	256,747	250,000	265,000	265,000
Sub-Total Sales Tax	**5,742,751**	**5,803,000**	**5,999,000**	**6,590,000**
FRANCHISE TAX (314)				
Franchise Tax/Disposal (001)	1,130,803	1,122,000	1,123,000	1,125,000
Franchise Tax/Electric (002)	376,082	383,605	404,300	405,000
Franchise Tax/Gas (003)	100,987	101,000	101,000	101,000
Franchise Tax/Cable Time Warner (004)	161,261	166,000	167,000	167,000
Franchise Tax/Water (005)	179,818	184,000	184,000	184,000
Franchise Tax/Cable Verizon (006)	257,582	259,000	266,000	266,000
Franchise Tax/Crown Castle USA(NextG) (007)	10,909	10,900	11,100	11,000
Sub-Total Franchise Tax	**2,217,442**	**2,226,505**	**2,256,400**	**2,259,000**
OTHER TAXES (315-317)				
Business License Fees (315-001)	430,500	423,000	420,000	422,000
PEG Fee (315-003)	83,844	85,088	86,000	86,000
Transient Occupancy Tax (316-001/007)	1,278,411	1,264,000	1,400,000	1,400,000
Documentary Stamp (317-001)	177,045	165,000	139,000	139,000
Sub-Total Other Taxes	**1,969,800**	**1,937,088**	**2,045,000**	**2,047,000**
Total All Taxes	**15,760,240**	**15,887,396**	**16,428,492**	**17,140,000**
BUILDING & OTHER PERMITS (321)				
Building Permits (001)	479,273	200,000	275,000	200,000
Electrical Permits (002)	79,808	24,000	31,000	24,000
Mechanical Permits (003)	39,613	16,000	19,000	16,000
Plumbing Permits (004)	58,144	15,000	23,000	18,000
Grading Permits (005)	7,288	1,500	7,200	3,600
Sewer Permits (006)	2,888	2,000	1,200	1,100
Demolition Permits (007)	2,966	1,000	1,700	1,000
Pool Permits (009)	12,836	4,300	8,400	5,000
NPDES Plan Check (024)	318	500	-	-
Plan Checking Engineering (101-103)	3,706	1,250	-	-
Maintenance of Permit Plans (104/105)	3,204	7,000	7,200	7,000
PW Building Plan Checking (121/122)	214,860	120,000	200,000	125,000
Sub-Total Building Permits	**904,904**	**392,550**	**573,700**	**400,700**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

GENERAL FUND DETAIL OF REVENUES (CONTINUED)	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
OTHER PERMITS (322)				
Street Permit Fees Engineering (001)	41,007	25,000	55,000	25,000
Annual Parking Permits (002)	16,048	16,800	17,400	17,400
Temporary Parking Permits (004)	162,399	149,000	153,000	153,000
Bingo Permits (003)	100	100	100	100
Storm Water Inspection Permit (005)	-	106,400	9,700	21,500
Sub-Total Other Permits	**219,554**	**297,300**	**235,200**	**217,000**
Total Building/Other Permits	**1,124,458**	**689,850**	**808,900**	**617,700**
FINES/PENALTIES & CITATIONS (331-332)				
Local Ord Violations (331-001)	127,510	129,000	101,000	110,000
Motor Vehicle Code Violations (331-003)	76,149	78,000	68,000	68,000
Miscellaneous Offenses/Litter (331-005/006)	3,369	3,000	2,300	2,700
Parking Citations (332-001)	187,168	186,000	196,000	196,000
Parking Bail (332-011)	74,883	72,000	86,000	86,000
Administrative Citations (332-015)	5,308	6,000	5,000	5,000
Total Fines & Penalties	**474,387**	**474,000**	**458,300**	**467,700**
USE OF MONEY & PROPERTY (341)				
Interest (341-001)	225,960	214,062	157,434	171,964
Building Rentals (341-002)	111,964	115,000	135,000	135,000
Adair Lease (341-006)	34,241	35,070	35,070	35,992
Principal/Int Loan Repay Sycamore Proj (341-007)	-	5,400	-	-
Principal Pmt 1st Golf Course decr LTD 53 (115-053)	243,851	343,100	317,600	349,100
Total Use of Money & Property	**616,016**	**712,632**	**645,104**	**692,056**
INTERGOVERNMENTAL (353/355)				
MVL Misc Excess Fees (353-001)	15,702	-	15,167	-
Homeowners Exemption (355-001)	17,453	19,000	19,000	19,000
Total Intergovernmental	**33,155**	**19,000**	**34,167**	**19,000**
STATE/FEDERAL/COUNTY GRANTS (356-359)				
Oil Payment Program/UOBG (356-460)	9,663	9,613	9,613	9,613
Recycling Beverage Grant (358-028)	9,102	-	-	-
U.S.D.A. Summer Lunch Program (359-110)	10,593	10,500	10,500	10,500
Total State & Federal Grants	**29,358**	**20,113**	**20,113**	**20,113**
CHARGES FOR CURRENT SERVICES (360)				
Zoning/Subdivision/Environmental Fees (001/004)	26,186	22,000	16,000	20,000
DPRB Fees (005)	20,001	15,000	10,000	15,000
Miscellaneous Planning Fees (006/008)	3,560	2,500	2,500	2,500
Public Hearing Notice Signs (009)	1,730	1,000	1,200	1,200
Misc/Overhead Chgs Dev Serv (360-011)	7,448	3,000	1,500	1,500
Total Charges for Current Services	**58,925**	**43,500**	**31,200**	**40,200**
CHARGES FOR ADMINISTRATIVE SERVICES (361)				
Administration of Prop A/C/Measure R (001)	151,465	153,955	164,955	168,803
Administration Fees for Staff fr WH 03 (003)	25,000	25,000	25,000	25,000
Administration of Charter Oak Park (034)	300,000	300,000	300,000	300,000
Admin. of Oil Payment Recycle/UOBG (361-460)	2,097	3,000	3,000	3,000
Total Charges for Administrative Services	**478,562**	**481,955**	**492,955**	**496,803**
CHARGES FOR SERVICES OTHER (363/364/365)				
Auto Impound Storage Fees (363-004)	11,067	9,000	7,500	8,000
Street/PW Serv Chgs/City Damages (364-001)	3,773	1,500	1,500	1,500
Sale of Maps & Publications (365-001/006)	1,247	1,200	1,500	1,200
Total Charges for Services Other	**16,087**	**11,700**	**10,500**	**10,700**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

GENERAL FUND DETAIL OF REVENUES (CONTINUED)	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
RECREATION FEES & CHARGES (367)				
Fee & Charge Classes (001)	228,791	226,750	236,000	230,150
Excursion Fees (002)	106,643	77,500	82,500	77,500
Sports Fees (003)	59,975	71,100	60,000	69,300
Senior Programs (008)	15,012	15,800	15,000	15,800
Senior Boutique (009)	1,457	1,800	1,750	1,800
Special Events (010)	30,516	29,175	30,000	28,600
Kid's Fun Club (011)	83,732	75,000	77,100	75,000
Sports Field Use Fees (020)	24,273	32,400	30,500	32,400
Total Recreation Fees	**550,399**	**529,525**	**532,850**	**530,550**
SWIM & RACQUET CLUB FEES (368)				
Annual Membership Fees (006)	44,951	50,000	46,000	52,000
Rental Resale Items (007)	115	300	300	300
Fitness Services (008)	2,335	2,000	2,500	1,440
Contract Classes (011)	5,810	6,500	5,500	10,500
Silver Sneakers Program (013)	20,682	19,000	19,000	19,000
Daily Rate (016)	20,268	19,000	20,500	20,000
Monthly Pass (017)	11,791	15,000	8,000	13,000
Recreational Swim Fees (020)	8,799	9,000	10,000	9,200
Swimming Lesson Fees (021)	86,056	70,000	72,000	72,000
Junior Guard Program (028)	1,140	2,500	2,500	2,500
Summer Swim Team Fees (031)	4,589	13,200	10,000	10,000
Facility Rental Fees (040)	14,177	16,000	16,000	16,000
Vending Machine Commissions (041)	1,588	1,500	1,500	1,700
BUSD Contribution (100)	36,390	36,390	36,390	38,028
Total Swim & Racquet Club	**258,691**	**260,390**	**250,190**	**265,668**
REFUNDS\REIMBURSEMENTS/CONTRIBUTIONS (369/391/393/395)				
General Insurance Claim Refund (369-001)	-	-	37,987	-
WC/Disability Sal Reimbursements (369-002/005)	4,833	2,500	7,000	5,000
WC/Gen Liab Insurance Retro Ref (369-004)	398,930	104,813	104,813	395,389
Investigation Reimb (369-011)	-	1,000	1,000	1,000
Mandated Costs (369-012)	3,594	-	35,835	-
Façade Project Reimb (369-563)	3,513	-	-	-
Admin Costs Successor Agency (370-002)	205,823	139,500	183,000	150,000
Admin Costs Housing Authority (370-034)	-	50,000	50,000	68,000
BUSD School Resource Officer (1/2) (393-005)	114,619	116,900	116,900	126,940
BUSD GAAP (1/4) (393-006)	20,000	20,400	20,400	19,000
Sr Citizen Club Bingo Contribution (393-133)	2,500	3,000	3,000	3,000
Miscellaneous (395-010)	1,753	3,000	3,000	3,000
Total Ref\Reimbursements	**755,565**	**441,113**	**562,935**	**771,329**
SUB-TOTAL GENERAL FUND REVENUE	**20,155,843**	**19,571,174**	**20,275,706**	**21,071,819**
TRANSFERS IN FROM SPECIAL FUNDS (500)				
From Gas Tax Fund 02 (002)	225,000	225,000	225,000	225,000
From Lighting District Fund 07 (007)	95,000	125,000	125,000	125,000
From AQMD Fund 71 (071)	2,051	2,083	2,140	2,140
Total Transfers	**322,051**	**352,083**	**352,140**	**352,140**
TOTAL GENERAL FUND REVENUE & TRFS	**20,477,894**	**19,923,257**	**20,627,846**	**21,423,959**
TOTAL AVAILABLE FUNDS	**35,439,037**	**36,140,853**	**37,435,197**	**38,245,032**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

GENERAL FUND 01	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
GENERAL FUND DETAIL OF EXPENDITURES				
01-4110 CITY COUNCIL				
101 Councilmembers	39,720	39,720	39,720	39,720
021 Travel & Meeting	14,923	16,000	16,000	16,000
Total City Council	**54,643**	**55,720**	**55,720**	**55,720**
01-4120 CITY MANAGER				
101 City Manager (000)	214,688	227,559	227,659	231,908
101 Assistant City Clerk (003)	52,872	55,508	55,508	61,182
103 Overtime	186	700	300	300
010 Legal Advertising	15,950	16,500	17,000	16,000
012 Car Allowance (1)	4,800	4,800	4,800	4,800
016 Publications & Dues	14,611	8,600	9,400	9,400
020 Election Services (001)	-	66,000	65,000	-
021 Travel & Meetings	3,031	4,500	4,400	4,500
033 Special Departmental Supplies	-	1,000	1,000	1,000
Total City Manager	**306,138**	**385,167**	**385,067**	**329,090**
01-4150 ADMINISTRATIVE SERVICES				
101 Assistant City Manager/Dir Adm Serv (004)	165,947	174,220	174,220	175,091
101 Administrative Services Manager (002)	-	-	21,896	107,858
101 Accounting Supervisor (009)	-	-	17,463	78,915
101 Finance/Information System Manager (005)	128,686	135,100	98,727	-
101 Information System Administrator (007)	73,841	77,522	78,752	87,048
101 Senior Accounting Technician (001)	135,863	142,636	123,919	-
101 Accounting Technician (4) (003)	154,762	176,387	191,300	203,837
101 Human Resources Specialist (008)	62,464	65,578	65,578	65,906
101 Parking Code Enforcement Officer (016)	62,464	65,578	65,578	65,906
102 Admin Intern PT (1) (010)	14,828	16,611	16,266	23,945
102 Parking Enforcement Officer PT (5) (016)	54,449	55,432	55,000	55,778
103 Overtime	91	100	100	100
010 Advertising	3,031	5,000	5,000	5,000
012 Car Allowance (1 + Misc Mileage)	3,849	4,000	4,000	4,000
016 Publications & Dues	4,967	4,300	4,600	4,500
018 Printing	2,738	3,400	3,100	3,200
020 Professional Services (IT serv to 4190)	1,824	1,100	2,300	9,300
021 Travel & Meeting	5,592	6,300	6,000	7,500
033 Special Departmental Supplies	266	700	500	700
038 Equipment	162	500	500	500
408 Annual Awards / Program	5,555	3,500	3,264	5,200
424 Accident Prevention Program	4,472	6,800	3,900	5,100
430 Sick Leave Incentive Program	37,308	38,425	35,979	37,000
431 Productivity Program	1,697	5,000	2,300	5,000
433 Physical Examinations	620	600	700	700
434 Employee Training	3,473	6,000	6,000	6,000
435 Employee Assistance Program	4,200	4,200	4,200	4,200
Total Administrative Services	**933,149**	**998,989**	**991,142**	**962,284**
01-4170 CITY ATTORNEY				
020 Contract Legal Services (000)	172,232	140,000	100,000	110,000
020 Contract City Prosecutor (001)	52,365	30,000	42,000	36,000
Total City Attorney	**224,597**	**170,000**	**142,000**	**146,000**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

GENERAL FUND DETAIL OF EXPENDITURES (CONTINUED)	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
01-4190 GENERAL SERVICES				
010 Chamber of Commerce (003)	45,000	45,000	45,000	45,000
010 Community Newsletter (004)	41,528	42,500	41,800	42,700
014 General Insurance (000)	376,503	280,312	281,619	261,826
014 Property Insurance (001)	92,134	93,975	90,599	92,411
014 Environmental Liability Insurance (002)	-	22,766	12,954	-
015 Equipment Maintenance (000)	32,440	42,354	38,800	32,600
015 Telephone Maintenance (003)	9,219	9,450	248	248
016 Publications & Dues	34,612	38,700	37,100	37,500
017 Postage	18,560	23,500	22,000	24,000
018 Printing & Duplication	2,590	2,800	3,200	5,200
019 Rent of Property & Equipment	2,321	2,628	2,828	2,900
020 Professional Services/Audit (000)	36,325	34,750	37,000	38,000
020 Computer Professional Services (002)	86,641	84,291	90,089	125,200
020 Collection Professional Services (003)	9,401	6,500	6,500	6,500
020 Tuition Assistance (005)	3,149	3,000	3,000	6,000
020 Public Access Contract Assistance (006)	77,175	77,000	77,000	79,300
020 Sales/Prop Tax Analysis (007)	23,685	25,000	25,000	25,000
020 Process Fees Credit Card Payments (019)	28,176	22,000	45,600	36,000
020 Spec Proj ADA Transition Plan Consultant (022)	-	50,000	-	50,000
020 GIS Annual Update/Licenses (026) fr Fund 70	22,750	61,558	61,558	22,750
020 Recycling Grant - Mrkt Sites (028)	7,438	-	-	-
020 City Web Page Host Services (033)	8,727	8,900	5,000	5,000
020 T1 Internet/ Wireless Cards (034)	28,496	24,900	22,260	22,900
020 Accela Software Migration (035)	-	300,000	86,300	434,000
022 City Cell Phones (003)	9,044	10,000	12,000	10,000
030 Office Supplies (000)	17,883	18,500	20,000	20,000
030 Computer Supplies (001)	4,911	7,000	3,560	3,560
033 Special Department Supplies	5,224	5,700	5,000	6,900
038 Public Access Equipment (001)	6,550	36,000	42,000	23,900
041 First Street Parking Lot 418 (002)	43,674	-	-	-
041 Catching Frog Sculpture Repl (003)	-	-	44,400	-
200 PERS Contribution (8.003%+Liability) (001)	859,664	872,212	846,091	999,105
200 Health Insurance & Optional Benefits (002)	1,037,265	1,056,330	1,036,690	1,193,520
200 PARS Part Time Emp (1.3%) (003)	5,594	5,511	5,579	6,768
200 Medicare Insurance (004)	69,864	73,031	73,031	81,586
200 Retiree Health Benefits (005)	20,890	24,888	24,888	29,208
200 Staff Retirement Vac/Sick Pay (006)	-	210,000	125,000	85,000
200 Workers Comp Insurance (014)	180,770	188,520	188,520	158,757
200 Unemployment Insurance (016)	13,544	15,000	5,000	15,000
200 Long Term Disability/Life Ins (018)	83,167	84,589	88,066	85,737
200 Deferred Comp Match Program (019)	-	98,650	88,000	91,200
200 Cell Phone Allowance (020)	9,019	8,640	9,285	9,360
200 Notary Public Commission Stipend (021)	900	900	1,200	900
460 Oil Payment Program/UOBG (041)	12,709	9,613	9,613	9,613
Total General Services	**3,367,542**	**4,026,968**	**3,663,378**	**4,225,149**
01-4210 PUBLIC SAFETY				
015 Maintenance of Equipment	380	500	500	500
018 Printing	4,297	2,500	1,100	1,200
Sub-Total M & O	**4,677**	**3,000**	**1,600**	**1,700**
020 District Attorney (003)	45	500	200	300
020 Helicopter Services (004)	-	500	500	500
020 General Law/Traffic/Enforcement-12 (006)	4,210,632	4,320,100	4,320,100	4,427,000
020 Community Services Officers-1 (008)	54,775	59,300	57,000	60,000

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

GENERAL FUND DETAIL OF EXPENDITURES (CONTINUED)	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
01-4210 PUBLIC SAFETY (CONTINUED)				
020 Law Enforcement Technician-1 (009)	82,990	83,100	85,000	88,000
020 Special Assignment Deputys-3 (012)	341,772	467,600	468,000	479,000
020 Liability Trust Fund (014)	201,648	258,195	233,000	318,000
020 Team Leader-0 (015)	120,165	-	-	-
020 Supplemental Sergeant (1) (016)	202,465	207,800	205,000	210,000
020 License Investigator (017)	-	500	500	500
020 Star Deputy (Holy Name of Mary) (019)	3,084	3,400	3,300	3,100
020 School Resource Officer (021) **Portion Pd in Fund 41**	187,848	193,800	194,000	200,000
020 GAAP Contract (022) **Portion Pd in Fund 41**	33,000	35,700	39,000	41,000
020 Code Red Notification System (026)	15,000	15,000	15,000	15,000
020 Contract Contingency (027)	-	-	-	145,000
Sub-Total Contract Law	**5,453,424**	**5,645,495**	**5,620,600**	**5,987,400**
021 Travel & Meeting	-	1,000	1,000	1,000
022 Telephone	258	250	50	-
038 Electronic Ticket Writers	-	3,200	4,700	4,900
411 Parking Administration	12,121	11,500	13,200	13,500
411 Parking Citation Adjudication (001)	1,295	1,500	1,500	1,500
412 Maintenance of Prisoners	301	500	500	500
413 Animal Control Services	126,472	127,914	129,000	131,484
428 Community Involvement Program Crime Prevention	5,450	5,000	5,000	5,000
Sub-Total Other Services	**145,897**	**150,864**	**154,950**	**157,884**
Total Public Safety	**5,603,998**	**5,799,359**	**5,777,150**	**6,146,984**
001-4211 RISK MANAGEMENT/LAW ENFORCEMENT				
014 Uninsured Claims (003)	2,387	1,000	-	1,000
Total Risk Management/Law Enforcement	**2,387**	**1,000**	**-**	**1,000**
001-4212 EMERGENCY SERVICES				
020 Emergency Services (001)	1,675	1,900	1,900	1,900
020 Radio Repairs (002)	-	500	500	500
033 Emergency Supplies/Equipment	2,692	5,000	5,000	10,000
078 Emer Srv/Williams Fire/Mitigation Measures (000)	493	8,500	4,500	3,000
078 Golden Hills Road (003)	-	80,000	80,000	-
Total Emergency Services	**4,860**	**95,900**	**91,900**	**15,400**
01-4308 COMMUNITY DEVELOPMENT				
101 Assistant City Manager of Comm Dev (000)	182,544	191,644	191,644	192,602
101 Administrative Aide (1) (002)	63,850	65,578	65,578	65,906
102 Housing Intern (1) (001)	-	-	-	18,500
012 Car Allowance (1)	3,000	3,000	3,000	3,000
016 Publications & Dues	660	1,200	1,200	1,200
018 Printing	-	500	500	500
020 Engineering Services - City Engineer (002)	53,497	50,000	40,000	50,000
020 Accela Assistance (017)	-	-	-	15,000
020 Zoning Code Update (018)	-	-	-	40,000
021 Travel & Meeting	8,393	7,500	7,500	8,500
033 Special Departmental Supplies	70	700	700	700
Total Community Development	**312,014**	**320,122**	**310,122**	**395,908**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

GENERAL FUND DETAIL OF EXPENDITURES (CONTINUED)	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
01-4309 DEVELOPMENT SERVICES				
101 Planning Manager (008)	-	-	-	101,543
101 Senior Planner (014)	91,608	98,575	98,575	99,796
101 Associate Planner (2) (017)	136,926	151,461	150,956	159,459
101 Code Compliance Officer (2) (016)	110,138	125,943	125,713	128,598
101 Administrative Secretary (009)	55,516	58,284	58,284	58,575
101 Departmental Assistant (018)	47,631	50,005	40,612	43,316
102 Planning Intern PT (001)	15,649	15,375	18,500	18,500
103 Overtime	1,090	1,000	1,000	1,000
012 Car Allowance (4)	7,453	7,400	7,400	9,600
016 Publications & Dues	799	5,000	2,500	4,000
018 Printing & Duplicating	-	500	500	500
020 Professional Services/Fees (000)	1,054	1,200	1,800	1,800
020 Filing & Environmental Fees (001)	53	500	3,000	3,000
020 Nuisance Abatement Officer (002)	375	1,000	250	1,000
020 Nuisance Abatement (003)	-	5,000	-	5,000
021 Travel & Meeting Staff/Comm (000/001)	7,153	8,500	8,500	9,000
033 Special Departmental Supplies	915	900	900	1,000
033 Spec Supp Public Hearing Notice Signs (001)	1,949	2,000	1,250	2,000
Total Development Services	**478,309**	**532,643**	**519,740**	**647,687**
01-4310 PUBLIC WORKS ADMIN/ENG				
101 Director of Public Works (004)	154,099	161,780	161,780	162,589
101 Senior Engineer (010)	119,840	125,815	125,815	126,444
101 Associate Engineer (006)	93,895	99,222	99,222	101,485
101 Environmental Services Coordinator (003)	56,428	62,058	62,173	65,714
101 Administrative Aide (008)	-	-	2,038	54,571
101 Administrative Secretary (009)	52,007	55,508	55,508	56,580
101 Public Works Inspector (012)	-	-	-	65,902
102 Engineering Intern PT 3 (000)	28,269	45,550	45,550	45,778
102 Office Assistant PT (005)	28,013	29,782	22,988	-
103 Overtime	-	-	-	-
012 Car Allowance (3)	7,800	7,800	7,800	7,800
016 Publication & Dues	2,944	4,000	4,000	4,000
020 Engineering Plan Check Serv (003)	-	5,000	2,000	5,000
020 Engineering Services (004)	-	6,000	2,000	6,000
020 Project Management Services (006)	61,780	65,000	55,000	65,000
020 GIS ArcView Development/Training (007)	-	3,000	3,256	15,000
021 Travel & Meeting	2,490	7,000	7,000	7,000
033 Special Departmental Supplies	1,015	3,000	3,000	3,000
Total PW Admin/Eng	**608,580**	**680,515**	**659,130**	**791,863**
01-4311 BUILDING & SAFETY				
101 Building & Safety Superintendent (006)	125,547	131,805	131,805	132,464
101 Building Inspectors II & I (2) (008)	151,180	160,391	160,392	168,660
101 Building Permit Technician II (009)	58,253	61,156	61,156	65,960
103 Overtime	382	500	500	500
012 Car Allowance (1)	3,000	3,000	3,000	3,000
016 Publications & Dues	3,370	2,000	2,000	2,000
018 Printing	1,003	1,100	1,000	1,100
020 Contract Plan Check (001)	57,467	50,000	51,000	55,000
020 Contract Inspector (002)	1,351	1,200	-	2,400
020 Special Project Plan Check/Inspections (004)	-	-	-	40,000
021 Travel & Meeting	3,883	4,800	4,800	6,500
029 Uniforms	989	775	775	900
033 Special Departmental Supplies	778	1,800	1,600	1,800
Total Building & Safety	**407,203**	**418,527**	**418,028**	**480,284**

GENERAL FUND DETAIL OF EXPENDITURES (CONTINUED)	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
01-4341 STREET MAINTENANCE				
101 PW Maintenance Superintendent (000)	108,779	114,201	114,201	114,772
101 PW Maintenance Supervisor (002)	82,063	85,166	133,010	69,856
101 Equipment Operator (2) (003)	113,851	119,526	119,526	122,926
101 Public Works Leadworker (004)	64,455	67,668	67,668	68,006
101 Street Maintenance Worker II & I (2) (005)	88,787	99,765	97,558	104,251
103 Overtime (000)	4,738	7,000	7,000	7,000
103 Stand By Pay (002)	12,946	15,000	15,000	15,000
016 Publications & Dues	75	500	500	500
019 Equipment Rental Misc Projects (000)	1,932	4,000	4,000	4,000
020 Professional Services (000)	21,672	13,000	13,000	13,000
020 Graffiti Removal (003)	8,070	15,000	15,000	15,000
020 Downtown Boardwalk Maint (005)	18,254	25,000	25,000	10,000
020 Vehicle Parking District Maint (007)	-	30,000	30,000	20,000
020 Contract Street Sweeping (008)	-	-	-	75,000
021 Travel & Meeting	149	1,000	1,000	1,000
024 NPDES General (001)	17,938	20,000	20,000	20,000
024 NPDES SUSUMP Plan Checks (002)	3,472	25,000	3,000	15,000
024 NPDES Advertising (010)	1,439	9,000	8,000	8,000
024 NPDES Printing (018)	-	500	500	500
024 NPDES Professional Services (020)	161,181	300,000	65,000	672,000
024 NPDES Capital Outlay (041)	-	5,000	5,000	5,000
028 Hazardous Waste Disposal	8,977	10,000	10,000	10,000
029 Uniforms	3,521	4,000	4,000	4,000
033 Special Departmental Supplies (000)	49,613	55,000	55,000	55,000
Total Street Maintenance	**771,912**	**1,025,326**	**812,963**	**1,429,811**
01-4342 VEHICLE/YARD MAINTENANCE				
101 Equipment Mechanic (008)	56,926	59,764	59,764	60,063
103 Overtime	40	500	500	500
011 Vehicle/Equipment Parts & Supplies (000)	30,082	33,000	33,000	35,000
011 Vehicle/Equipment Fuel & Oil (001)	79,065	90,000	90,000	90,000
011 Sweeper Parts & Supplies (002)	31,248	35,000	35,000	20,000
011 Rental Program for Pool Vehicles (003)	949	2,000	2,000	2,000
016 Publication & Dues	-	200	200	200
020 Vehicle/Equipment Service & Repairs (001)	30,371	33,000	33,000	40,000
020 Yard Maintenance (003)	22,820	22,000	22,000	25,000
021 Travel & Meeting (000)	-	200	200	200
022 Electricity (001)	12,455	13,000	13,000	14,000
022 Gas (002)	881	1,200	1,200	1,200
022 Water (004)	4,630	4,000	4,000	4,000
031 Janitorial Supplies	1,870	3,000	3,000	3,000
033 Special Departmental Supplies (000)	14,353	20,000	20,000	20,000
041 Yard Bldgs Upgrades/Repairs (011)	13,975	16,000	16,000	16,000
Total Vehicle/Yard Maintenance	**299,665**	**332,864**	**332,864**	**331,163**
01-4345 TRAFFIC CONTROL				
101 Public Works Leadworker (000)	64,455	67,668	67,668	68,006
101 Street Maintenance Worker II (005)	55,293	58,270	58,270	64,390
103 Overtime	2,420	3,000	3,000	3,000
016 Publication & Dues	280	300	300	300
020 General Professional Services (000)	46,969	42,000	42,000	50,000
020 Traffic Engineering Services (001)	27,355	45,000	45,000	50,000
021 Travel & Meeting	-	1,000	1,000	1,000
033 Special Departmental Supplies (000)	39,612	40,000	40,000	40,100
038 Traffic Sign Evaluation Program (001)	-	-	-	4,000
Total Traffic Control	**236,384**	**257,238**	**257,238**	**280,796**

GENERAL FUND DETAIL OF EXPENDITURES (CONTINUED)	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
01-4410 FACILITIES				
101 Director of Parks & Recreation (1/2) (000)	77,050	80,890	80,890	81,295
101 Facilities Manager (006)	114,287	119,984	119,984	120,584
101 Facilities Maintenance Supervisor (005)	81,079	85,166	85,166	85,592
101 Facilities Maintenance Worker II, II & I (3) (004)	136,714	157,998	157,998	172,356
102 Building Maintenance Aides PT (000)	57,249	67,736	67,000	69,948
103 Overtime	1,830	2,000	2,000	2,000
012 Car Allowance	2,400	2,400	2,450	2,400
015 Maintenance of Equipment	4,491	6,000	6,000	6,000
016 Publications & Dues	150	150	150	150
021 Travel & Meeting	56	1,000	800	600
022 Electricity (001)	52,118	54,000	54,000	54,000
022 Gas (002)	653	1,000	900	1,000
022 Telephone (003)	2,219	2,400	2,300	1,800
023 Contract & General Maintenance (000)	18,487	21,000	21,000	30,000
023 Maintenance Syc Cyn Ranch/House (922)	8,493	15,000	15,000	7,500
029 Uniforms	1,561	1,650	1,650	2,200
031 Janitorial Supplies	3,910	4,000	4,000	4,000
033 Special Departmental Supplies	3,871	5,000	5,000	5,000
041 Capital Outlay/Decorations/Fac Tools	2,000	2,000	2,000	4,500
041 Sycamore Cyn Eques Restroom/Off Proj (002)	10,470	-	-	-
Total Facilities	**579,088**	**629,374**	**628,288**	**650,925**
01-4411 CIVIC CENTER				
015 Maintenance of Equipment	38,179	38,700	38,700	30,800
020 Professional Services	3,495	1,560	1,560	2,360
022 Electricity (001)	80,843	82,000	87,000	89,000
022 Gas (002)	8,207	12,000	9,000	10,000
022 Telephone (003)	1,243	1,400	1,250	1,300
022 Water (004)	-	550	500	500
023 Contract & General Maintenance (000)	50,958	47,900	51,500	52,000
031 Janitorial Supplies	3,908	4,000	4,000	4,000
033 Special Departmental Supplies	3,237	5,200	5,200	5,200
041 Capital Outlay	6,000	6,000	6,000	6,000
Total Civic Center	**196,070**	**199,310**	**204,710**	**201,160**
01-4412 SENIOR CENTER				
015 Maintenance of Equipment	6,964	15,200	15,200	12,400
022 Electricity (001)	24,578	25,000	28,500	28,500
022 Gas (002)	2,090	6,000	3,000	3,000
022 Telephone (003)	562	600	600	600
023 Contract & General Maintenance (000)	19,930	21,000	21,000	48,100
031 Janitorial Supplies	3,442	3,500	3,500	3,500
033 Special Departmental Supplies	1,175	3,000	3,000	3,000
041 Capital Outlay	6,950	7,000	7,000	7,000
Total Senior Center	**65,691**	**81,300**	**81,800**	**106,100**
01-4414 PARK MAINTENANCE				
101 Landscape Maint Manager (1/2) (000)	38,924	42,838	42,915	45,264
101 Landscape Maint Supervisor (1/2) (001)	33,202	36,549	36,549	38,582
101 Landscape Maintenance Worker II & I (2) (002)	96,826	104,875	104,798	113,842
101 Municipal Arborist (1/2) (004)	37,795	39,679	39,679	40,602
103 Overtime	906	1,400	1,400	1,400
015 Maintenance of Equipment	1,935	2,000	2,000	2,000
016 Publications & Dues	740	1,220	1,400	1,335
018 Printing	-	200	200	200
020 Contract Equestrian Trail Maint (004)	29,402	33,200	33,000	33,200
020 Contract Pest Control (006)	4,246	5,000	5,000	5,000

GENERAL FUND DETAIL OF EXPENDITURES (CONTINUED)	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
01-4414 PARK MAINTENANCE CONTINUED				
021 Travel & Meetings	454	1,300	900	800
029 Uniforms	1,474	1,500	1,500	1,500
033 Special Departmental Supplies	5,116	5,000	5,000	5,000
Total Park Maintenance	**251,020**	**274,761**	**274,341**	**288,725**
01-4415 MEDIAN & PARKWAY MAINTENANCE				
101 Landscape Maint Manager (1/2) (000)	38,924	42,838	42,915	45,264
101 Landscape Maint Supervisor (1/2) (001)	33,202	36,549	36,549	38,582
101 Landscape Maintenance Worker II & I (2) (003)	103,510	108,592	108,592	115,878
101 Municipal Arborist (1/2) (004)	37,795	39,679	39,679	40,602
101 Equipment Operator (006)	59,636	62,609	62,609	64,390
103 Overtime	946	3,000	3,000	3,000
016 Publications & Dues	45	712	742	460
020 Contract Median Islands (002)	74,550	75,300	75,300	75,700
020 Median Island Renovations (009)	10,017	10,000	10,000	10,000
021 Travel & Meetings	25	850	850	850
022 Electricity (001)	9,464	9,000	9,500	9,500
022 Water (004)	139,834	138,000	138,000	142,000
029 Uniforms	811	1,300	1,300	1,300
033 Special Departmental Supplies	3,974	4,000	4,000	4,000
Total Parkways & Median Island Maint	**512,733**	**532,429**	**533,036**	**551,526**
01-4420 RECREATION				
101 Director of Parks & Recreation (1/2) (000)	77,049	80,890	80,890	81,295
101 Recreation Services Manager (001)	106,495	112,747	112,852	115,110
101 Recreation Coordinator (4) (004)	157,460	185,400	169,314	249,845
101 Departmental Assistant (2) (005)	92,657	99,519	99,519	103,677
101 Office Assistant Sr. Ctr (006)	39,900	41,887	41,887	42,134
102 Recreation Leaders PT (001)	44,165	45,904	58,650	50,441
102 Drill Team Instructor PT (003)	12,951	14,012	14,900	15,192
102 Recreation Coordinator P/T (0) (004)	44,854	37,610	50,500	-
102 Recreation Intern P/T (1) (005)	-	-	-	18,500
102 Receptionist Senior Ctr. PT (013)	22,644	23,755	24,000	23,870
102 Student Union Staff (014)	55,989	62,202	62,200	64,384
102 Fee & Charge Personnel PT (020)	103,558	143,494	136,000	145,658
012 Car Allowance (2)	5,400	6,000	6,000	6,000
013 Senior Programs (003)	22,852	26,500	26,500	26,500
013 Senior Boutique (009)	1,285	1,500	1,400	1,500
016 Publications & Dues	830	1,435	1,435	1,450
018 Printing & Duplication	2,923	5,000	5,000	5,000
019 Rent of Property & Equipment	4,982	8,400	8,400	11,640
020 Instructor Services	153,427	149,500	156,000	153,200
021 Travel & Meeting	2,979	4,800	4,800	3,600
033 Special Departmental Supplies	18,284	20,300	20,300	22,700
034 Fee & Charge Programs (001-011)	112,690	101,850	105,000	103,150
034 Active Net Fees (020)	33,871	30,000	34,000	34,000
110 Summer Food Program	10,208	10,000	10,000	10,000
Total Recreation	**1,127,453**	**1,212,705**	**1,229,547**	**1,288,846**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

GENERAL FUND DETAIL OF EXPENDITURES (CONTINUED)	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
01-4430 SWIM & RACQUET CLUB				
102 Maintenance Operator PT (001)	29,037	30,352	30,300	30,440
102 Supervising Lifeguard/Instr PT (002)	8,389	12,063	11,000	12,925
102 Senior Lifeguard PT (003)	6,033	7,694	6,300	7,564
102 Cashiers PT (004)	69,289	77,011	76,000	78,024
102 Lockerroom Attendants PT (005)	1,935	2,282	1,600	2,353
102 Lifeguards PT (006)	34,555	44,580	40,000	50,256
102 Building Maintenance Aide PT (009)	13,131	15,268	14,200	16,867
102 Instructors Personnel PT (020)	34,221	46,117	37,000	88,943
103 Overtime	41	-	-	-
010 Advertising	682	1,500	750	1,500
012 Car Allowance (1)	162	575	300	475
015 Maintenance of Equipment	24,116	25,500	25,000	13,000
016 Publications & Dues	250	250	250	250
018 Printing	541	1,000	800	1,000
019 Rent of Property & Equipment	1,472	1,800	1,700	1,800
020 Professional Services	45,734	42,650	45,500	10,300
021 Travel & Meeting	32	260	260	750
022 Electricity (001)	46,537	58,000	52,000	54,000
022 Gas (002)	26,299	28,000	27,000	28,000
022 Telephone (003)	2,248	2,400	2,200	2,200
022 Water (004)	12,894	13,000	13,000	13,800
023 Contract & General Maintenance (000)	19,100	23,300	23,300	26,900
029 Uniforms	1,321	2,400	2,400	2,400
031 Janitorial Supplies	2,957	3,200	3,200	3,200
033 Special Departmental Supplies	28,667	27,100	27,100	27,600
034 Fee & Charge Supplies	3,168	8,250	4,000	8,150
041 Capital Outlay (001)	4,164	1,500	1,500	17,400
Total Swim & Racquet Club	**416,975**	**476,052**	**446,660**	**500,097**
SUB-TOTAL GENERAL EXPENDITURES	**16,760,411**	**18,506,269**	**17,814,824**	**19,826,518**
01-5000 Transfers Out/Loans				
099 Transfer to City Hall/CB Plz Fund 04 (004)	742,018	742,720	742,720	742,720
099 Transfer to Landscape Maint Fund 08 (008)	72,952	21,338	11,580	49,605
099 Transfer to Infrastructure Sycamore Restroom (012)	856,305	-	245,000	-
099 Transfer to Park Dev Fund 20 (CEQA) (020)	-	50,000	50,000	-
099 Transfer to Open Space District #2 (021)	-	-	-	-
099 Transfer to Open Space District #2 (022)	-	-	-	-
099 Transfer to Equip Replacement 70 (070)	200,000	-	-	-
Total Transfers Out/Loans	**1,871,275**	**814,058**	**1,049,300**	**792,325**
01-5000 Use of Reserves				
099 Reserves to Infrastructure (012)	-	-	1,020,000	1,000,000
099 Reserves to Park Dev Fund 20 (020)	-	-	-	291,471
099 Reserves to Open Space Dist. # 1 (021)	-	-	-	44,429
099 Reserves to Open Space Dist. # 2 (022)	-	-	430,000	-
099 Reserves to Equip Replacement 70 (070)	-	-	300,000	-
Total Use of Reserves	**-**	**-**	**1,750,000**	**1,335,900**
TOTAL GENERAL FUND EXP/TRFS	**18,631,686**	**19,320,327**	**20,614,124**	**21,954,743**
FUND BALANCE DETAIL				
UNASSIGNED FUND BALANCE (281-001)	**13,199,732**	**12,037,444**	**12,047,773**	**11,533,389**
ASSIGNED FB RISK MGT/LAW ENF (281-076)	**2,845,696**	**2,846,978**	**2,845,696**	**2,844,696**
ASSIGNED FB EMERG SERVICES (281-078)	**511,923**	**428,523**	**420,023**	**404,623**
ASSIGNED FB GENERAL PLAN (281-079)	**250,000**	**250,000**	**250,000**	**250,000**
ASSIGNED FB CITY LOAN TO SA (281-003)	**-**	**1,257,581**	**1,257,581**	**1,257,581**
TOTAL ENDING GENERAL FUND BALANCE	**16,807,351**	**16,820,526**	**16,821,073**	**16,290,289**
TOTAL EXP/TRFS/AND FUND BALANCE	**35,439,037**	**36,140,853**	**37,435,197**	**38,245,032**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
STATE GAS TAX FUND 02				
RESTRICTED FUND BALANCE	**714,198**	**759,286**	**664,350**	**1,237,574**
REVENUE				
Interest (341-001)	2,088	2,500	2,224	2,000
Gas Tax Section 2103 (358-002)	489,937	534,332	384,000	168,000
Gas Tax Section 2106 (358-003)	117,032	121,806	133,000	114,000
Gas Tax Section 2107 (358-004)	258,863	262,565	309,000	289,000
Gas Tax Section 2107.5 (358-005)	6,000	6,000	6,000	6,000
Gas Tax Section 2105 (358-014)	243,284	176,355	226,000	212,000
CO LA Contribution Library (369-006)	42,203	-	-	-
Total Revenue	**1,159,407**	**1,103,558**	**1,060,224**	**791,000**
Total Available Funds	**1,873,605**	**1,862,844**	**1,724,574**	**2,028,574**
EXPENDITURES				
Professional Services (4841-020-000)	2,000	2,000	2,000	2,000
Annual Pavement Preservation Zn G (4841-554-007)	494,518	350,000	95,000	350,000
Hazardous Sidewalk Repair (4841-559-001)	97,515	60,000	60,000	65,000
City Wide Pavement Maintenance (4841-559-005)	84,955	85,000	85,000	85,000
Town Core Sidewalk Repair (4841-559-007)	10,000	10,000	10,000	10,000
Lonehill Ave Rehab Arrow/Cienega (4841-601-003)	295,267	10,000	10,000	-
Transfer to General Fund (5000-099-001)	225,000	225,000	225,000	225,000
Total Expenditures	**1,209,255**	**742,000**	**487,000**	**737,000**
RESTRICTED FUND BALANCE	**664,350**	**1,120,844**	**1,237,574**	**1,291,574**
Total Estimated Requirements and Restricted Fund Balance	**1,873,605**	**1,862,844**	**1,724,574**	**2,028,574**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
WALKER HOUSE LLC FUND 03				
ASSIGNED FUND BALANCE	**267,694**	**183,961**	**222,331**	**212,777**
REVENUE				
Interest (341-001)	1,084	500	722	500
Rents/Concessions (341-002)	-	50,000	4,000	50,000
Utilities Reimbursement (369-022)	95	5,000	100	5,000
Interest Fr 38 for Loan (341-038)	140,425	65,505	65,505	62,157
Principal Fr 38 for Loan (FB) (116-030)	124,515	66,965	66,965	70,313
Total Revenue	**266,119**	**187,970**	**137,292**	**187,970**
Total Available Funds	**533,813**	**371,931**	**359,623**	**400,747**
EXPENDITURES				
Property Insurance (4410-014-000)	39,074	39,855	39,096	39,878
Maint of Equipment (4410-015-000)	19,190	18,400	18,700	18,200
Professional Services/Fees/Taxes (4410-020-001)	10,145	6,000	10,200	10,200
Administration Fees - Staff Time to 01 (4410-020-003)	25,000	25,000	25,000	25,000
Professional Services/Facilities (4410-020-004)	-	5,500	5,500	5,500
Electricity (4410-022-001)	8,807	9,500	10,600	9,500
Gas (4410-022-002)	938	-	650	-
Telephone (4410-022-003)	2,052	2,400	2,100	2,400
Water (4410-022-004)	4,943	10,000	7,000	7,800
Maintenance of Grounds (4410-023-000)	14,826	16,000	16,000	16,000
Maintenance of Building (4410-023-001)	6,133	5,800	3,000	5,800
Exterior Painting (4410-023-002)	179,410	-	-	-
Janitorial Supplies (4410-031-000)	748	1,000	1,000	1,000
Spec Dept Supplies (4410-033-000)	216	5,000	3,000	5,000
Vandalism Expense (4410-036-000)	-	5,000	5,000	5,000
Total Expenditures	**311,482**	**149,455**	**146,846**	**151,278**
ASSIGNED FUND BALANCE	**222,331**	**222,476**	**212,777**	**249,469**
Total Estimated Requirements and Assigned Fund Balance	**533,813**	**371,931**	**359,623**	**400,747**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
CITY HALL/COMM BLDG/PLAZA FUND 04				
ASSIGNED FUND BALANCE	-	-	-	-
REVENUE				
Transfer in From Fund 01 (500-001)	742,018	742,720	742,720	742,720
Total Revenue	**742,018**	**742,720**	**742,720**	**742,720**
Total Available Funds	**742,018**	**742,720**	**742,720**	**742,720**
EXPENDITURES (4411)				
Trustee Services (020-521)	2,250	2,250	2,250	2,250
Interest on COPS (049-026)	254,768	240,470	240,470	225,470
Principal on COPS (049-027)	485,000	500,000	500,000	515,000
Total Expenditures	**742,018**	**742,720**	**742,720**	**742,720**
ASSIGNED FUND BALANCE	-	-	-	-
Total Estimated Requirements and Assigned Fund Balance	**742,018**	**742,720**	**742,720**	**742,720**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
SEWER EXPANSION FUND 06				
ASSIGNED FUND BALANCE	**997,570**	**1,024,699**	**1,059,045**	**1,053,374**
REVENUES				
Industrial Waste/Co Reimb. (364-002)	49,325	35,000	35,000	35,000
Miscellaneous Sewer Chrgs. (364-009)	200	-	-	200
Bonelli Sewer Maintenance (372-002)	5,104	7,829	7,829	7,829
Sewer Connection Fees (392-001)	43,052	10,000	13,000	10,000
Total Revenue	**97,681**	**52,829**	**55,829**	**53,029**
Total Available Funds	**1,095,251**	**1,077,528**	**1,114,874**	**1,106,403**
EXPENDITURES				
Industrial Waste Charges (4310-020-002)	30,347	40,000	40,000	40,000
Sewer Master Plan Study (4310-020-003)	-	80,000	5,000	75,000
Sewer Management System (4310-020-004)	-	1,500	1,500	2,000
Miscellaneous Sewer Projects (4841-604-000)	5,859	15,000	15,000	15,000
Total Expenditures	**36,206**	**136,500**	**61,500**	**132,000**
ASSIGNED FUND BALANCE	**1,059,045**	**941,028**	**1,053,374**	**974,403**
Total Estimated Requirements and Assigned Fund Balance	**1,095,251**	**1,077,528**	**1,114,874**	**1,106,403**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

CITY WIDE LIGHTING DISTRICT FUND 07	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
RESTRICTED FUND BALANCE	1,793,483	1,990,313	2,062,576	1,700,907
REVENUES				
Property Taxes (311/313)	981,467	967,807	967,807	967,807
Residual Tax Distribution (311-011)	130,095	126,000	106,000	112,000
Homeowners Exemption (355-001/358-001)	7,107	7,500	7,500	7,500
Total Revenue	1,118,669	1,101,307	1,081,307	1,087,307
Total Available Funds	2,912,152	3,091,620	3,143,883	2,788,214
EXPENDITURES				
Prof Services Property Taxes (4341-020-002)	7,237	10,825	7,200	7,345
Street Lights Maintenance (4341-020-003)	33,066	30,000	30,000	30,000
Paint Street Light Poles (4341-020-004)	-	4,500	2,500	4,500
Street Light Electricity (4341-022-001)	543,739	560,000	560,000	560,000
Special Departmental Supplies (4341-033-000)	4,956	10,000	10,000	25,000
Downtown Decorative Lighting (4341-041-000)	-	145,000	-	145,000
Bonita Ave Decorative Lighting (4341-041-002)	-	-	65,000	-
Bonita Street Scope- Street Lights (4341-041-003)	-	-	-	100,000
Traffic Signal Painting (4345-020-000)	13,799	15,000	15,000	15,000
Traffic Signal Maintenance (4345-020-002)	87,506	85,000	100,000	90,000
Traffic Signal Upgrades (4345-020-003)	8,630	10,000	25,000	50,000
Accident Repair/Replacement (4345-020-006)	-	20,000	40,000	20,000
Speed Feedback Sign Maint (4345-020-007)	7,455	18,000	18,000	8,000
Traffic Signal Utilities (4345-022-001)	36,132	38,000	38,000	40,000
Traffic Signal Cameras/Battery (4345-041-002)	-	-	52,643	-
Lone Hill/Arrow St Light (4345-601-002)	12,056	173,633	173,633	-
Cienega/LH Phasing (4345-601-003)	-	-	-	125,000
Foohill/SD Canyon Phasing (?4345-661-001)	-	-	181,000	-
Transfer to General Fund 01 (5000-099-001)	95,000	125,000	125,000	125,000
Total Expenditures	849,576	1,244,958	1,442,976	1,344,845
RESTRICTED FUND BALANCE	2,062,576	1,846,662	1,700,907	1,443,369
Total Estimated Requirements and Restricted Fund Balance	2,912,152	3,091,620	3,143,883	2,788,214

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

LANDSCAPE PARCEL TAX FUND 08	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
RESTRICTED FUND BALANCE	86,597	76,042	86,970	-
REVENUES				
BUSD Sportsplex Maint Reimb (369-020)	17,793	17,970	17,970	18,060
Assessments (371-098)	798,637	808,000	808,000	812,000
Transfer in From 01 (500-001)	72,952	21,338	11,580	49,605
Total Revenue	**889,382**	**847,308**	**837,550**	**879,665**
Total Available Funds	**975,979**	**923,350**	**924,520**	**879,665**
EXPENDITURES				
PARK MAINTENANCE (4414)				
Eng Services/Consultant Assessments (020-000)	3,360	3,800	3,240	3,305
Contract Park Maintenance (020-001)	90,447	91,400	91,000	91,900
Sportsplex Maintenance (020-011)	35,585	35,950	35,950	36,200
Horsethief Canyon Park Maintenance (020-012)	85,438	115,000	115,000	62,000
Landscaping Improvements in Parks (020-015)	11,946	14,000	14,000	14,000
Irrigation Upgrades at Parks (020-016)	7,998	8,000	8,000	8,000
Electricity (022-001)	30,060	31,000	31,600	32,000
Telephone - Irrigation System (022-003)	558	600	630	660
Water (022-004)	257,802	248,000	250,000	255,000
Special Department Supplies (033-000)	29,220	24,000	24,000	24,000
Sub-Total Park Maintenance	**552,414**	**571,750**	**573,420**	**527,065**
PARKWAYS & TREES (4415)				
Contract Parkways (020-002)	10,416	10,600	10,500	10,600
Contract Pickup Areas/Miscellaneous (020-005)	11,535	11,700	11,700	11,800
Contract Pest Control (020-006)	5,293	5,000	5,000	5,000
Contract Tree Maintenance (020-008)	199,400	200,000	200,000	200,000
Tree Replacements (020-013)	9,993	10,000	10,000	10,000
Contract Weed Abatement (020-014)	11,890	14,000	14,000	14,000
Contract Planter Areas (020-015)	40,372	40,500	40,500	40,700
Trash Pick Up Parks & Parkways (020-019)	11,816	12,400	12,000	12,400
Electricity (022-001)	4,401	4,400	4,400	4,400
Water (022-004)	18,947	23,000	23,000	23,700
Special Department Supplies (033-000)	12,532	20,000	20,000	20,000
Sub-Total Parkways & Trees	**336,595**	**351,600**	**351,100**	**352,600**
Total Expenditures	**889,009**	**923,350**	**924,520**	**879,665**
RESTRICTED FUND BALANCE	86,970	-	-	-
Total Estimated Requirements and Restricted Fund Balance	**975,979**	**923,350**	**924,520**	**879,665**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

INFRASTRUCTURE FUND 12	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
ASSIGNED FUND BALANCE	**1,522,387**	**1,392,662**	**1,673,407**	**1,906,865**
REVENUES				
Bikeway TDA Grant/Interest (358-171)	19,747	25,000	17,560	20,000
HBRR - Foothill Blvd/SD Wash (359-004)	171,578	2,119,000	109,871	2,084,859
Misc. Refunds & Participation (369-006)	53,476	-	-	-
County Co-Op Fthl/SDC Signal (369-008)	-	45,000	60,000	-
Golden State Water Co-Op Fthl Proj (369-009) on dep card trf	-	280,500	280,500	-
BUSD Parking Lot (369-010)	-	-	535,891	-
Golden Hills/La Verne Contribution (369-011)	-	-	-	750,000
Use of Reserves Fund 01 for infrast. & Downtown Upgrades (500-001)	-	-	1,020,000	1,000,000
Transfer In from Fund 01 (500-001)	856,305	-	245,000	-
Total Revenue	**1,101,106**	**2,469,500**	**2,268,822**	**3,854,859**
Total Available Funds	**2,623,493**	**3,862,162**	**3,942,229**	**5,761,724**
EXPENDITURES (4410/4430/4841)				
Horse Trail Fencing (4410-929-002)	4,768	6,000	10,000	12,000
Rhoades Park Drainage Design (4410-937-009)	5,410	20,000		
Sycamore Cyn Eques Restroom/off proj (4410-922-002)	-	-	53,000	192,000
HVAC Systems Various Facilities (4412-041-001)	444,894	-	-	-
Annual Pavement Presv (4841-554-007)	1,673	250,000	250,000	380,000
Various Parks Slurry Seal (4841-554-008)	-	30,000	30,000	30,000
Swim Center Parking Lot (4841-554-009)	-	100,000	635,891	-
Lonehill/Arrow Lt Phasing/Median (4841-601-002)	168,716	104,636	104,636	-
Civic Center Security Upgrades (4841-603-007)	-	-	-	50,000
Guard Rail Repairs (4841-616-003)	-	6,000	6,000	6,000
Speed Hump Installation (4841-616-009)	-	10,000	-	10,000
Traffic Control Center Co Grant (4841-616-010)	15,190	15,000	-	15,000
Cienega Avenue Design (4841-638-002)	59,960	25,000	-	25,000
Tree Removal/Replacement (4841-650-001)	16,103	16,000	16,000	16,000
Meyer Tract Median (4841-650-002)	-	85,000	8,500	76,500
Via Verde Avenue Median Design (4841-650-003)	-	75,000	50,000	25,000
Via Verde Median (4841-650-003)	-	-	-	300,000
Alley Design (4841-658-000)	29,230	-	-	20,000
Alley Const n/o 2nd Acacia/Cat (4841-658-011)	4,282	120,000	120,000	-
Golden Hills Road Realignment (4841-616-001)	-	-	64,000	841,000
Foothill Blvd @ SD Wash Env (4841-662-000)	36,844	2,751,435	526,724	2,410,295
Foothill/SD Cyn Signal Phasing w/Co (4841-690-013)	-	45,000	-	60,000
ADA Improvements/Compliance (4841-691-003)	2,000	10,000	-	10,000
Wheelchair Ramps Various Loc (4841-691-004)	19,747	25,000	20,000	20,000
Comprehensive Sidewalk Eval (4841-692-001)	24,976	35,000	35,000	40,000
Downtown Boardwalk Upgrades (4841-692-007)	-	-	38,000	1,000,000
Cataract/Monte Vista Parking Lot (4841-696-003)	-	-	15,000	10,000
Covina Blvd (4841-702-001)	-	32,295	-	32,295
Miscellaneous Storm Drain Rep (4841-813-003)	31,054	30,000	30,000	30,000
South Cliff Drainage Channel (4841-813-009)	2,630	-	-	-
Trf 4 Storm Drain Maint to Co (4841-814-000)	3,350	25,000	15,000	15,000
San Dimas-to 57/VV to 57 Design (4841-929-003)	74,768	10,000	-	25,000
Transfer to Fund 27 M&O (5000-099-027)	4,491	7,117	7,613	6,680
Total Expenditures	**950,086**	**3,833,483**	**2,035,364**	**5,657,770**
ASSIGNED FUND BALANCE	**1,673,407**	**28,679**	**1,906,865**	**103,954**
Total Est Req and Assigned Fund Balance	**2,623,493**	**3,862,162**	**3,942,229**	**5,761,724**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
COMMUNITY PARKS & FACILITIES DEVELOPMENT FUND 20				
ASSIGNED FUND BALANCE	**253,505**	**332,167**	**339,129**	**267,529**
REVENUES				
Development Tax (319-001)	85,662	-	3,600	-
Prop A (92) Maintenance Entitlement (358-023)	45,000	15,000	15,000	68,000
Prop 96 Poison Oak Trail (358-024)	-	-	20,800	-
Walnut Creek Park Grant (358-026)	-	850,000	-	850,000
Use of Reserves from Fund 01 (500-001)				291,471
Transfer In From Gen Fund 01 CEQA (500-001)	-	50,000	50,000	-
Total Revenue	**130,662**	**915,000**	**89,400**	**1,209,471**
Total Available Funds	**384,167**	**1,247,167**	**428,529**	**1,477,000**
EXPENDITURES (4410)				
Park Signage (All Parks) (549-000)	-	10,000	-	10,000
Via Verde Park Playground Eng/Equip (557-000)	-	10,000	9,000	-
Via Verde Park Playground Equip and Park Rehab (557-003)	-	-	-	400,000
Sportsplex Field Improvements (605-002)	38	4,000	4,000	4,000
Horsethief Cyn Pk Maint (927-003)	45,000	15,000	15,000	68,000
Refurbish Park/SPX Marker Signs (937-015)	-	15,000	10,000	-
Sidewalk Repair/Replace in Parks (937-016)	-	5,000	5,000	5,000
Park Furniture - Tables/Benches/BBQ (937-019)	-	10,000	10,000	-
Civic Center Park BBQ Pit Repair (937-020)	-	4,000	4,000	-
Walnut Creek CEQA (937-021)	-	50,000	50,000	-
Walnut Creek Park Development (937-022)	-	850,000	-	850,000
Loma Vista Park Rehab (937-023)	-	-	-	90,000
Martin House Porch Repair (938-000)	-	21,000	54,000	-
Swim & Racquet Club Marquee Sign (4430-430-003)	-	50,000	-	50,000
Total Expenditures	**45,038**	**1,044,000**	**161,000**	**1,477,000**
ASSIGNED FUND BALANCE	**339,129**	**203,167**	**267,529**	**-**
Total Estimated Expenditures and Assigned Fund Balance	**384,167**	**1,247,167**	**428,529**	**1,477,000**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
OPEN SPACE DISTRICT #1 (NORTH & WEST) FUND 21				
ASSIGNED FUND BALANCE	277,434	113,385	114,471	16,571
REVENUES				
Quimby Fees (319-002)	-	-	-	-
Transfer In From Gen Fund 01	-	-	-	44,429
Total Revenue	-	-	-	44,429
Total Available Funds	277,434	113,385	114,471	61,000
EXPENDITURES (4410/4430)				
Lonehill Pk Playground Equip/Surface (4410-601-003)	136,049	-	-	-
Swim & Racquet Club ADA Lifts/Spa (4430- 430-004)	-	5,000	-	5,000
Swim & Racquet Club Improvements (4430-430-005)	26,914	93,700	97,900	6,000
Swim & Racquet Club Facility Assessment/Evaluation (4430-430-006)	-	-	-	50,000
Total Expenditures	162,963	98,700	97,900	61,000
ASSIGNED FUND BALANCE	114,471	14,685	16,571	-
Total Estimated Requirements and Assigned Fund Balance	277,434	113,385	114,471	61,000

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

OPEN SPACE DISTRICT #2 (EAST) FUND 22	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
ASSIGNED FUND BALANCE	261,249	383,272	384,175	1,136,861
REVENUE				
Prop A Dist 5 Excess Funds Grant (356-461)	-	-	-	250,000
HCD Housing Related Parks Grant (358-031)	-	-	-	100,000
Quimby Fees (319-002)	123,722	618,000	722,686	-
Use of Reserves Fund 01 (500-001)	-	-	430,000	-
Total Revenue	123,722	618,000	1,152,686	350,000
Total Available Funds	384,971	1,001,272	1,536,861	1,486,861
EXPENDITURES (4410)				
Rhoades Park Electrical Upgrades Holiday Tree (041)	796	-	-	-
Pioneer Park Playground Replacement (HCD Grant) (937-023)	-	-	-	160,000
Marchant Park Project (924-001)	-	800,000	400,000	625,000
Total Expenditures	796	800,000	400,000	785,000
ASSIGNED FUND BALANCE	384,175	201,272	1,136,861	701,861
Total Estimated Requirements and Assigned Fund Balance	384,971	1,001,272	1,536,861	1,486,861

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
OPEN SPACE DISTRICT #3 (SOUTH) FUND 23				
ASSIGNED FUND BALANCE	-	-	-	-
REVENUE				
Revenues	-	-	-	-
Total Revenue	-	-	-	-
Total Available Funds	-	-	-	-
EXPENDITURES				
Expenditures	-	-	-	-
Total Expenditures	-	-	-	-
ASSIGNED FUND BALANCE	-	-	-	-
Total Estimated Requirements and Assigned Fund Balance	-	-	-	-

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
CIVIC CENTER PARKING DISTRICT FUND 27				
RESTRICTED FUND BALANCE	(119)	-	(496)	-
REVENUE				
Maint & Admin Assessments (371-094)	17,995	15,884	15,884	16,321
Transfer in From 12 for M&O (500-012)	4,491	7,717	7,613	6,680
Trf In From 29 Res Avail for M&O (500-029)	827	827	827	827
Total Revenue	**23,313**	**24,428**	**24,324**	**23,828**
Total Available Funds	**23,194**	**24,428**	**23,828**	**23,828**
EXPENDITURES				
Overall Maintenance (4801-561-020)	17,134	17,648	17,648	17,648
Water & Electricity (4801-561-022)	6,556	6,180	6,180	6,180
Total Expenditures	**23,690**	**23,828**	**23,828**	**23,828**
RESTRICTED FUND BALANCE	(496)	600	-	-
Total Estimated Requirements and Restricted Fund Balance	**23,194**	**24,428**	**23,828**	**23,828**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
CC PARKING DISTRICT REDEMPTION FUND 28				
RESTRICTED FUND BALANCE	-	-	-	-
REVENUE				
Assessments (371-094)	9,977	9,481	9,481	8,985
Total Revenue	9,977	9,481	9,481	8,985
Total Available Funds	9,977	9,481	9,481	8,985
EXPENDITURES				
Bond Payments Interest (4120-026-000)	1,710	1,214	1,214	718
Bond Payments Principal (4120-027-000)	8,267	8,267	8,267	8,267
Total Expenditures	9,977	9,481	9,481	8,985
RESTRICTED FUND BALANCE	-	-	-	-
Total Estimated Requirements and Restricted Fund Balance	9,977	9,481	9,481	8,985

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

CC PARKING DISTRICT RESERVE FUND 29	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
RESTRICTED FUND BALANCE	3,262	2,435	2,435	1,608
REVENUE	-	-	-	-
Total Revenue	-	-	-	-
Total Available Funds	3,262	2,435	2,435	1,608
EXPENDITURES				
Trf Res to 27 Avail for M&O (5000-099-027)	827	827	827	827
Total Expenditures	827	827	827	827
RESTRICTED FUND BALANCE	2,435	1,608	1,608	781
Total Estimated Requirements and Restricted Fund Balance	3,262	2,435	2,435	1,608

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
HOUSING AUTHORITY SUCCESSOR FUND 34 (02-01-12)				
RESTRICTED FUND BALANCE	900,437	1,585,374	920,801	1,119,135
RESTRICTED FB GROVE STATION L&M	2,744,000	-	692,120	-
TOTAL RESTRICTED FUND BALANCE	3,644,437	1,585,374	1,612,921	1,119,135
REVENUE				
SB68 SERAF Loan Repayment from SA (151-031)	-	283,154	283,154	235,048
Interest Revenue (341-001)	2,248	1,500	1,578	1,000
Rent Monte Vista Place (341-045/062)	99,229	96,764	100,221	100,221
Charter Oak Mobile Home Park Reimb (369-864)	8,245	8,410	8,575	8,747
Total Revenue	109,722	389,828	393,528	345,016
Total Available Funds	3,754,159	1,975,202	2,006,449	1,464,151
EXPENDITURES (4120/4802/5000)				
Admin Costs Staff Reimb. (4120-020-002)	-	50,000	50,000	68,000
Housing Compliance Audit (4120-020-001)	-	-	3,000	3,000
Monte Vista Apt Prop Insurance (4802-014-000)	7,634	7,786	7,639	7,792
Monte Vista Apt Prop Maint (4802-015-000)	19,545	23,000	23,000	23,000
Monte Vista Apt Prop Management (4802-020-001)	6,780	6,780	6,780	6,780
Taylor House Demo (4802-020-010)	-	-	-	30,000
Monte Vista Apt Utilities (4802-022-001/006)	14,428	14,500	15,000	15,000
Monte Vista Apt Waste Wtr/Sewer (4802-022-007)	1,073	1,100	1,100	1,100
Monte Vista Apt Maint/Supplies (4802-033-001)	-	200	100	200
Mobile Home Rehab (4802-851-040)	28,530	60,000	40,000	50,000
Legal Fees (4802-851-502)	3,123	6,000	40,000	35,000
Charter Oak Mobile Home Pk Ins (4802-864-014)	8,245	8,410	8,575	8,747
Grove Station Low/Mod Proj (4802-865-512)	2,051,880	686,268	692,120	-
Total Expenditures	2,141,238	864,044	887,314	248,619
RESTRICTED FUND BALANCE	920,801	1,111,158	1,119,135	1,215,532
RESTRICTED FB GROVE STATION L&M	692,120	-		-
TOTAL ENDING FUND BALANCE	1,612,921	1,111,158	1,119,135	1,215,532
Total Est Req. & Restricted Fund Balance	3,754,159	1,975,202	2,006,449	1,464,151

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

		2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
SUCCESSOR AGENCY FUND 38					
ASSIGNED FUND BALANCE forward from Dissolved CRA	Negative FB carried	(1,084,726)	(1,080,260)	328,876	313,873
TOTAL RESTRICTED FUND BALANCE		(1,084,726)	(1,080,260)	328,876	313,873
REVENUE					
Transfer in fr Retirement Obligation Fund 39 (500-039)		3,407,582	2,077,918	1,946,117	1,790,265
Total Revenue		**3,407,582**	**2,077,918**	**1,946,117**	**1,790,265**
Total Available Funds		**2,322,856**	**997,658**	**2,274,993**	**2,104,138**
EXPENDITURES					
Admin Costs Staff/Misc (4120-020-002)		205,820	139,500	183,146	157,396
Admin Cost Consultants (4120-020-004)		1,750	45,000	30,000	35,000
Admin Cost Legal Fees (4120-020-502)		29,068	50,000	24,723	45,000
Admin Cost Audit/Trustee Fees (4120-020-521)		13,360	15,500	12,131	12,604
LRMP Consultant (4120-020-522)		-	-	15,000	-
SB68 SERAF Loan Repayment to 34 (251-031)		-	283,154	283,154	235,048
91 Taxable Bond Principal (251-091)		55,000	60,000	60,000	65,000
98 Taxable Bond Principal (251-098)		500,000	520,000	520,000	550,000
91/98 Taxable Bond Interest (4120-099-000)		109,766	80,388	80,388	49,419
Principal WH Loan to 03 (251-003)		124,515	66,965	66,965	70,313
Interest WH Loan to 03 (4120-500-028)		140,425	65,505	65,505	62,157
Puddingstone Pkg Assess to Fund 27 (4120-561-019)		1,487	1,532	1,532	1,578
Costco Parking Lot Lease SP565 (4120-565-509)		812,789	772,602	618,576	506,750
Total Expenditures		**1,993,980**	**2,100,146**	**1,961,120**	**1,790,265**
RESTRICTED FUND BALANCE		**328,876**	**(1,102,488)**	**313,873**	**313,873**
Total Estimated Requirements and Restricted Fund Balance		**2,322,856**	**997,658**	**2,274,993**	**2,104,138**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
REDEVELOPMENT OBLIGATION RETIREMENT FUND 39				
RESTRICTED FUND BALANCE	-	-	-	-
REVENUE				
Retirement Obligation From County (370-001)	3,017,582	1,844,225	1,696,117	1,540,265
Administrative Cost Reimbursement (370-002)	390,000	233,693	250,000	250,000
Total Revenue	**3,407,582**	**2,077,918**	**1,946,117**	**1,790,265**
Total Available Funds	**3,407,582**	**2,077,918**	**1,946,117**	**1,790,265**
EXPENDITURES				
Transfer to Successor Agency ROPS (5000-099-038)	3,407,582	2,077,918	1,946,117	1,790,265
Total Expenditures	**3,407,582**	**2,077,918**	**1,946,117**	**1,790,265**
RESTRICTED FUND BALANCE	-	-	-	-
Total Estimated Requirements and Restricted Fund Balance	**3,407,582**	**2,077,918**	**1,946,117**	**1,790,265**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
COMMUNITY DEVELOPMENT BLOCK GRANT FUND 40				
RESTRICTED FUND BALANCE	-	-	-	-
CARRY OVER PROGRAM INCOME	-	-	-	-
REVENUES				
Entitlements (359-047)	116,559	203,451	203,451	135,289
Total Revenue	**116,559**	**203,451**	**203,451**	**135,289**
Total Available Funds	**116,559**	**203,451**	**203,451**	**135,289**
EXPENDITURES				
Administration Professional Serv (4112-819-000)	12,600	29,018	29,018	18,793
Housing Rehabilitation (4112-820-821)	95,338	164,433	164,433	106,496
Youth Scholarship Program (4112-858-002)	8,621	10,000	10,000	10,000
Total Expenditures	**116,559**	**203,451**	**203,451**	**135,289**
RESTRICTED FUND BALANCE	-	-	-	-
Total Estimated Requirements and Restricted Fund Balance	**116,559**	**203,451**	**203,451**	**135,289**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
CITIZEN'S OPTION FOR PUBLIC SAFETY FUND 41				
RESTRICTED FUND BALANCE	-	-	-	-
REVENUES				
Interest (341-001)	54	-	-	-
COPS State Grant (358-210)	100,000	100,000	100,000	100,000
BUSD Reimbursement (369-002)	-	-	-	-
Total Revenue	**100,054**	**100,000**	**100,000**	**100,000**
Total Available Funds	**100,054**	**100,000**	**100,000**	**100,000**
EXPENDITURES				
Directed Patrol (4210-020-005)	22,340	15,000	15,000	15,000
School Res Officer (4210-020-021)	40,000	40,000	40,000	40,000
Probation Cont. GAAP (4210-020-022)	35,000	35,000	35,000	35,000
Equipment (4210-038-002)	2,714	10,000	10,000	10,000
Total Expenditures	**100,054**	**100,000**	**100,000**	**100,000**
RESTRICTED FUND BALANCE	-	-	-	-
Total Estimated Requirements and Restricted Fund Balance	**100,054**	**100,000**	**100,000**	**100,000**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

GOLF COURSE FUND 53	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
ASSIGNED FB RESTRICTED FOR GC WATER/IMP	**265,070**	**320,070**	**309,504**	**264,504**
REVENUES				
Golf Course Lease (341-002)	336,468	355,000	320,000	350,000
Restaurant Franchise (341-093)	135,104	130,000	145,000	145,000
Water Reimb American Golf (369-001)	160,000	160,000	160,000	160,000
Total Revenue	**631,572**	**645,000**	**625,000**	**655,000**
Total Available Funds	**896,642**	**965,070**	**934,504**	**919,504**
EXPENDITURES (4410)				
Professional Services Audit (020-000)	1,600	1,600	1,600	1,600
Travel & Meeting (021-000)	-	400	200	400
Electricity (022-001)	30,136	31,000	34,000	35,000
Gas (022-002)	5,340	5,600	5,600	5,600
Water (022-004)	210,566	255,000	300,000	300,000
Maintenance of Building (023-000)	3,073	6,300	9,000	6,300
Maintenance of Grounds (023-001)	-	2,000	2,000	2,000
Principal Pd 1st LTD GC Liab (026-000)	180,863	343,100	317,600	349,100
HVAC Replacement (041-000)	75,444	-	-	-
Total Expenditures	**507,022**	**645,000**	**670,000**	**700,000**
ASSIGNED FB for Rev over Exp and inc for Wtr FB	**(80,116)**	**-**	**-**	**-**
ASSIGNED FUND BALANCE	**389,620**	**320,070**	**264,504**	**219,504**
ASSIGNED FB RESTRICTED FOR GC WATER/IMP	**309,504**	**320,070**	**264,504**	**219,504**
Total Estimated Requirements and Assigned Fund Balance	**896,642**	**965,070**	**934,504**	**919,504**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
EQUIPMENT REPLACEMENT FUND 70				
ASSIGNED FUND BALANCE	**408,847**	**432,385**	**431,450**	**475,368**
REVENUE				
Sale of Property (391-001)	1,197	1,500	1,500	1,500
Proposition A Fund 72 Equip Rental (394-013)	2,500	2,500	2,500	2,500
Use of Reserves From General Fund 01 (500-001)	-	-	300,000	-
Transfer In From General Fund 01 (500-001)	200,000	-	-	-
Total Revenue	**203,697**	**4,000**	**304,000**	**4,000**
Total Available Funds	**612,544**	**436,385**	**735,450**	**479,368**
EXPENDITURES (4314)				
Dump Truck Repl Unit 9 (039-013)	-	54,500	59,500	-
Utility Body Truck/Modif (039-018)	25,095	84,500	84,500	-
Code Enforcement Vehicle (039-025)	51,093	28,500	26,432	-
Traffic Advisory Boards (039-034)	-	10,000	10,000	-
Electric Concrete Sidewalk Grinder (039-045)	-	3,000	-	-
Computer Equipment (041-003)	62,263	31,200	22,300	12,000
Computer Software & Licenses (041-014)	544	15,230	8,350	-
Cal Sense Irrigation Control Equipment (041-026)	30,000	25,000	25,000	25,000
Telephones/Cell Phones/Equipment (041-027)	-	30,000	5,000	190,000
Parking Permit Machine (041-034)	12,099	-	-	-
Stage Lift ADA (041-036)	-	20,000	-	20,000
Toro Sand Pro Field Groomer (041-037)	-	19,000	19,000	-
Two Way Radio 4 trucks (041-038)	-	-	-	7,000
Pick up Truck (039-006)	-	-	-	42,000
Two Trailers (039-044)	-	-	-	4,500
Crime Prevention Vehicle(039-052)	-	-	-	25,000
Total Expenditures	**181,094**	**320,930**	**260,082**	**325,500**
ASSIGNED FUND BALANCE	**431,450**	**115,455**	**475,368**	**153,868**
Total Estimated Requirements and Assigned Fund Balance	**612,544**	**436,385**	**735,450**	**479,368**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
AQMD FUND 71				
RESTRICTED FUND BALANCE	**84,736**	**98,423**	**96,555**	**127,719**
REVENUE				
Interest (341-001)	215	150	236	200
AB2766 Entitlements (358-401)	41,658	41,650	42,568	42,568
Total Revenue	**41,873**	**41,800**	**42,804**	**42,768**
Total Available Funds	**126,609**	**140,223**	**139,359**	**170,487**
EXPENDITURES (4190)				
Maintenance Charging Stations (015-004)	1,874	1,516	2,500	3,000
Carb Compliance Vehicles (041-005)	16,185	5,000	5,000	5,000
Code Enf/Bldg Insp Vehicles (041-006)	3,924	3,924	-	-
Yard Fuel Tank/ Fuel Vent AQMD (041-010)	6,020	2,000	2,000	2,000
Transfer to General Fund 01 (5000-099-001)	2,051	2,083	2,140	2,140
Total Expenditures	**30,054**	**14,523**	**11,640**	**12,140**
RESTRICTED FUND BALANCE	**96,555**	**125,700**	**127,719**	**158,347**
Total Estimated Requirements and Restricted Fund Balance	**126,609**	**140,223**	**139,359**	**170,487**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

PROP A TRANSIT FUND 72	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
RESTRICTED FUND BALANCE	596,587	469,131	520,684	414,687
REVENUE				
Prop A Taxes (312-002)	571,712	589,863	595,000	590,000
Interest (341-001)	1,247	2,200	1,246	1,200
Sale of Property (391-001)	1,501	-	-	-
Recreation Fees (395-034)	-	-	1,500	3,000
Total Revenue	574,460	592,063	597,746	594,200
Total Available Funds	1,171,047	1,061,194	1,118,430	1,008,887
EXPENDITURES				
Publications & Dues/SCVOG (4120-016-000)	3,364	3,500	3,500	3,500
Administration (4120-020-072)	108,393	116,850	116,850	119,187
Audit (4120-020-521)	2,200	2,200	2,200	2,200
Equipment Rental Fund 70 (4120-025-000)	2,500	2,500	2,500	2,500
Get About Vans (4125-041-001)	8,100	8,500	8,500	9,400
Get About Services (4125-433-000)	130,203	150,516	150,516	174,000
Recreational Transit (4125-434-000)	80,360	86,700	85,000	85,000
Sr. Handicap Bus Buy down (4125-442-000)	4,400	2,400	8,000	6,000
Dial A Cab (4125-445-000)	261,547	256,000	244,000	273,000
Park & Ride Maint/Coat/Stripe/ADA (4125-453-002)	16,710	44,450	44,450	18,500
Depot Maintenance (4125-454-001)	23,400	24,000	24,000	24,600
Bus Stop Maintenance (4125-455-000)	9,186	14,227	14,227	14,000
Total Expenditures	650,363	711,843	703,743	731,887
RESTRICTED FUND BALANCE	520,684	349,351	414,687	277,000
Total Estimated Requirements and Restricted Fund Balance	1,171,047	1,061,194	1,118,430	1,008,887

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
PROP C TRANSIT FUND 73				
RESTRICTED FUND BALANCE	**1,261,559**	**1,687,186**	**1,691,923**	**1,090,927**
REVENUE				
Prop C Taxes (312-003)	476,926	489,276	495,000	495,000
Interest (341-001)	3,661	3,200	3,517	3,300
Total Revenue	**480,587**	**492,476**	**498,517**	**498,300**
Total Available Funds	**1,742,146**	**2,179,662**	**2,190,440**	**1,589,227**
EXPENDITURES				
Administration of Prog (4120-020-073)	6,140	7,500	7,500	7,500
Gold Line Consultant Services (4120-020-074)	-	-	-	15,000
Metro Gold Line Dues (4125-016-000)	3,000	3,000	3,000	3,000
Pavement Management System (4841-041-001)	1,500	1,500	1,500	1,500
Pavement Preservation Zn B (4841-554-007)	25,000	135,000	135,000	10,000
Lonehill Ave Rehab Arrow/Cienega (4841-601-003)	8,823	625,677	625,513	-
Bonita Ave. Pavement Reconstruction (4841-660-001)	-	-	-	350,000
Foothill Blvd @ SD Wash (4841-662-000)	5,760	110,300	55,000	55,000
Lonehill/Arrow Lt Phasing/Median (4841-690-011)	-	260,000	260,000	-
Lonehill/Cienega Lt Phasing Design (4841-690-012)	-	15,000	12,000	-
Total Expenditures	**50,223**	**1,157,977**	**1,099,513**	**442,000**
RESTRICTED FUND BALANCE	**1,691,923**	**1,021,685**	**1,090,927**	**1,147,227**
Total Estimated Requirements and Restricted Fund Balance	**1,742,146**	**2,179,662**	**2,190,440**	**1,589,227**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
MEASURE R TRANSIT FUND 74				
RESTRICTED FUND BALANCE	474,998	677,510	675,944	781,460
REVENUE				
Measure R Taxes (312-004)	353,907	366,961	367,000	367,000
Interest (341-001)	1,260	1,300	2,016	1,500
Total Revenue	**355,167**	**368,261**	**369,016**	**368,500**
Total Available Funds	**830,165**	**1,045,771**	**1,044,960**	**1,149,960**
EXPENDITURES				
Administration of Prog (4120-020-074)	4,221	3,500	3,500	3,500
Pavement Preservation Zn G (4841-554-007)	150,000	150,000	150,000	10,000
Via Verde Street Design (4841-557-002)	-	45,000	-	45,000
Lonehill Ave Rehab Arrow/Cienega (4841-601-003)	-	110,000	110,000	-
Cienega/Repair (4841-638-000)	-	-	-	55,000
Bonita Ave - Pavement Reconstruction (4841-660-000)	-	-	-	150,000
Total Expenditures	**154,221**	**308,500**	**263,500**	**263,500**
RESTRICTED FUND BALANCE	675,944	737,271	781,460	886,460
Total Estimated Requirements and Restricted Fund Balance	**830,165**	**1,045,771**	**1,044,960**	**1,149,960**

CITY OF SAN DIMAS
ANNUAL CAPITAL AND OPERATING BUDGET

	2013-14 ACTUAL	2014-15 ADOPTED BUDGET	2014-15 REVISED ESTIMATE	2015-16 PROPOSED BUDGET
OPEN SPACE MAINTENANCE FUND 75				
RESTRICTED FUND BALANCE BOULEVARD	1,392	3,412	4,410	5,650
RESTRICTED FUND BALANCE NORTHWOODS	11,714	10,314	16,665	14,555
TOTAL RESTRICTED FUND BALANCE	13,106	13,726	21,075	20,205
REVENUES				
Assessment Fee Blvd (371-001)	10,064	10,120	10,120	10,120
Assessment Fee Northwoods (371-003)	34,587	34,140	34,140	34,140
Total Revenue	44,651	44,260	44,260	44,260
Total Available Funds	57,757	57,986	65,335	64,465
EXPENDITURES				
BOULEVARD (4440)				
General Maintenance (020-000)	2,895	3,860	3,860	3,860
Tree Trimming (020-001)	-	1,200	1,200	600
Irrigation Repair (020-002)	650	-	-	-
Electricity (022-001)	317	290	320	320
Water (022-004)	3,184	3,400	3,500	3,500
Sub-total Boulevard	7,046	8,750	8,880	8,280
NORTHWOODS (4443)				
General Maintenance (020-000)	12,687	16,900	16,900	16,900
Irrigation Repair (020-001)	601	3,000	3,000	3,000
Tree Trimming (020-003)	-	-	-	2,500
Electricity (022-001)	950	880	950	950
Water (022-004)	15,398	14,500	15,400	15,500
Sub-total Northwoods	29,636	35,280	36,250	38,850
Total Expenditures	36,682	44,030	45,130	47,130
RESTRICTED FUND BALANCE BOULEVARD	4,410	4,782	5,650	7,490
RESTRICTED FUND BALANCE NORTHWOODS	16,665	9,174	14,555	9,845
TOTAL RESTRICTED FUND BALANCE	21,075	13,956	20,205	17,335
Total Estimated Requirements and Restricted Fund Balance	57,757	57,986	65,335	64,465

RESOLUTION NO. 2015-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-16 AND APPROPRIATE EXCESS REVENUES

WHEREAS, the City Council of the City of San Dimas is authorized under the provisions of Article XIIIB of the California Constitution to adopt an Appropriation Limit for fiscal year 2015-16; and

WHEREAS, implementation of Proposition 111 and SB88 (Chapter 60/90) modified the annual adjustment factors to be either the growth in California per capita personal income or the growth in nonresidential assessed valuation due to construction in the City; and

WHEREAS, the growth of the California's per capita personal income applicable to the fiscal year 2015-16 Limit is 3.82% or a factor of 1.0382 and is less than the growth of non-residential assessed valuation due to new construction in the City; and

WHEREAS, the population factor under Proposition 111 is the change in population in the City or in the County; and

WHEREAS, the City's change in population provided by the State Department of Finance applicable to the fiscal year 2015-16 Limit is 1.84% or a factor of 1.0184 and is more than the County growth which is 0.82% or a factor of 1.0082; and

WHEREAS, the fiscal year 2014-15 Appropriations Limit of $63,387,791 shall be used as the base toward calculating the Limit for fiscal year 2015-16; and

NOW, THEREFORE, the City Council does resolve to use the change in California per capita personal income and the City's population change to compute the Appropriations Limit for fiscal year 2015-16; and

NOW, THEREFORE, the City Council of the City of San Dimas does resolve that the Appropriations Limit for fiscal year 2015-16 shall be $67,020,102; and there is hereby appropriated assigned fund balances of all revenues subsequently received by City funds in excess of the 2015-16 appropriations up to the Appropriations Limit in the following funds: 1, 2, 4, 6-8, 12, 20-23, 27-29, 40-42, 53, 70-75.

Per Capita Personal Income Change:		3.82%	=	1.0382 ratio
City Population Change		1.84%	=	1.0184 ratio
Ratio of Change	1.0382 x	1.0184	=	1.057303
Appropriations Limit 2014-15			=	$63,387,791
Ratio of Change				x 1.057303
Appropriations Limit 2015-16			=	$67,020,102

PASSED, APPROVED AND ADOPTED this 9th day of June, 2015.

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

ATTEST:

_____
Debra Black, Deputy City Clerk

I, Debra Black, hereby certify that Resolution No. 2015-34 was adopted by the City Council of the City of San Dimas at its regular meeting of June 9th, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Debra Black, Deputy City Clerk

Appropriations subject to Limit 2015-16 $8,394,674

RESOLUTION NO. 2015-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS ADOPTING AND EXTENDING THE PAY PLAN AND REIMBURSEMENT SCHEDULE FOR CITY EMPLOYEES

The Mayor and City Council of the City of San Dimas, California, **DO HEREBY RESOLVE:**

SECTION 1. Resolution No. 2014-32 is hereby amended, and the following salary plan supersedes all previous plans, effective June 26, 2015 to read as follows:

FULL TIME CLASSIFICATIONS	RANGE	MONTHLY SALARY
Executive Staff		
City Manager	110	17,977
Assistant C. M. for Community Development	104	14,591
Assistant C. M. /Director of Admin. Serv./Treasurer	100	10,912-13,265
Director of Parks & Recreation	97	10,133-12,317
Director of Public Works	97	10,133-12,317
Administrative Services		
Administrative Services Manager	89	8,256-10,035
IS Administrator	73	5,631-6,844
Accounting Supervisor	71	5,358-6,484
Human Resource Specialist	63	4,437-5,358
Accounting Technician	57	3,845-4,649
Assistant City Clerk	61	4,239-5,152
Development Services		
Planning Manager	89	8,256-10,035
Building & Safety Superintendent	89	8,256-10,035
Senior Planner	80	6,650-8,054
Associate Planner	73	5,631-6,844
Building Inspector/Plans Examiner	75	5,916-7,191
Building Inspector I	71	5,358-6,484
Assistant Planner	67	4,886-5,940
Code Compliance Officer	63	4,437-5,358
Building Permit Technician II	63	4,437-5,358
Public Works		
Senior Engineer	89	8,256-10,035
Public Works Maintenance Superintendent	83	7,153-8,695
Associate Engineer	80	6,650-8,054
Public Works Inspector	71	5,358-6,484
Public Works Maintenance Supervisor	71	5,358-6,484
Environmental Services Coordinator	64	4,548-5,528
Public Works Lead Worker	61	4,238-5,152
Equipment Mechanic	58	3,942-4,767
Equipment Operator	59	4,036-4,878
Street Maintenance Worker II	59	4,036-4,878
Street Maintenance Worker I	55	3,670-4,436

Parks and Recreation		
Recreation Manager	85	7,515-9,135
Facilities Manager	85	7,515-9,135
Landscape Maintenance Manager	83	7,153-8,695
Municipal Arborist	71	5,358-6,484
Facilities Maintenance Supervisor	71	5,358-6,484
Landscape Maintenance Supervisor	71	5,358-6,484
Recreation Coordinator	63	4,437-5,358
Facilities Maintenance Worker II	59	4,036-4,878
Facilities Maintenance Worker I	55	3,670-4,436
Landscape Maintenance Worker II	59	4,036-4,878
Landscape Maintenance Worker I	55	3,670-4,436
Interdepartmental		
Administrative Aide	63	4,437-5,358
Administrative Secretary	57	3,845-4,649
Departmental Assistant	52	3,445-4,188
Senior Office Assistant	46	2,971-3,586
Office Assistant	44	2,843-3,423

HOURLY CLASSIFICATIONS	RANGE	HOURLY RATE
Administration Services		
Parking Enforcement Officer	173	18.99-23.10
Senior Office Assistant	153	15.56-18.91
Administrative Intern	149	14.94-18.19
Office Assistant	148	14.81-17.99
Receptionist	116	10.77-13.12
Parks and Recreation		
Recreation Coordinator	182	20.76-25.27
Aquatics Coordinator	182	20.76-25.27
Maintenance Worker	173	18.99-23.10
Pool Maintenance Operator	173	18.99-23.10
Recreation Intern	149	14.94-18.19
Shooting Stars Director	148	14.81-17.99
Senior Lifeguard/Instructor	141	13.81-16.78
Program Specialist	131	12.50-15.22
Swim Instructor	131	12.50-15.22
Lifeguard	126	11.88-14.48
Senior Recreation Leader	126	11.88-14.48
Cashier	122	11.44-13.90
Recreation Leader	116	10.77-13.12
Building Maintenance Aide	115	10.67-12.97
Locker Room Attendant	103	9.48-11.50
Building Maintenance Intern	103	9.48-11.50

Development Services		
Planning Intern	149	14.94-18.19
Housing Intern	149	14.94-18.19
Public Works		
Engineering Intern	149	14.94-18.19

SECTION 2. LONGEVITY PAY

Upon the recommendation of the appropriate department head and approval by the City Manager, a merit longevity pay increase may be granted. In the case of an eligible Department Head the City Manager will recommend and approve. Upon implementation, an employee may receive less than the plan specifies.

The increase is not automatic upon the completion of 5, 10, 15, 20 years of full time service, but is awarded on merit as listed in the table below.

5 years continuous full time service	=	2 ½%	Of "E" Step
10 years continuous full time service	=	5%	Of "E" Step
15 years continuous full time service	=	7 ½%	Of "E" Step
20 years continuous full time service	=	10%	Of "E" Step

If an employee is eligible for longevity increase and due to a promotion is on a step other than E step, the longevity pay shall be calculated on the employee's present salary.

SECTION 3. HEALTH INSURANCE AND OPTIONAL BENEFITS PLAN

Every eligible full-time or regular part time employee who receives City benefits must be covered by a health insurance plan approved by the City. The City will contribute $100 per month, as of July 1, 1996, per eligible employee for the approved health care plan of the employee's choice. The City shall contribute an additional $1,210 per month per eligible full-time employee and $555 per month per eligible regular part time employee, to an Optional Benefit Plan which the employee may receive as cash or may elect to use for medical, dental, vision insurance, or other such benefits as may be approved by the City Manager, as of June 26, 2015. Full time and regular part time employees who are covered by a health plan not sponsored by the City and who; therefore, do not use the City's $100 contribution for health care coverage shall have that $100 added to their Optional Benefits Plan. This plan is maintained for the exclusive benefit of employees and their dependents and is established with the intention of being maintained for an indefinite period of time.

SECTION 4. LIFE INSURANCE AND LONG-TERM DISABILITY INSURANCE

The City shall provide, at no cost to the employee, term life insurance in the amount of $25,000 to all full-time employees and eligible regular part-time employees.

Additionally, in lieu of the employees participating in the State Disability Insurance Program, the City shall provide long-term disability insurance for all full-time and eligible regular part-time employees, which benefits are equal to or exceed those provided under State Disability Insurance.

These insurance plans are maintained for the exclusive benefit of full-time and eligible regular part-time employees, and are established with the intention of being maintained for an indefinite period of time. The specific terms and conditions of said insurance plans should be determined and approved by the City Manager.

SECTION 5. DEFERRED COMPENSATION

To encourage employees to participate in the optional deferred compensation program offered by the City, the City shall provide a matching contribution up to a maximum amount. For full time employees the City shall match the employee's contribution on a dollar for dollar basis to a maximum of $100.00 (one hundred and dollars) per month. For regular part time employees the City shall match the employee's contribution on a dollar for dollar basis to a maximum of $50.00 (fifty dollars) per month. The deferred compensation matching program is maintained for the exclusive benefit of full time and regular part time employees and is established with the intention of being maintained for an indefinite period of time. The specific terms and conditions of the program shall be determined and approved by the City Manager. Effective June 22, 2014 the City Council took action to re-instate the deferred compensation match program which had previously been suspended since August 14, 2012.

SECTION 6. ADMINISTRATIVE LEAVE

Administrative Leave shall be granted to certain management personnel that are exempt from overtime compensation under Fair Labor Standards Act guidelines. The specific terms and conditions of the program shall be determined and approved by the City Manager.

SECTION 7. CAR ALLOWANCES

The following positions shall receive a monthly allowance for car expenses:

Title	Monthly Allowance
City Manager	$400.00
Assistant City Manager for Community Dev.	$250.00
Assistant City Manager/Dir Administrative Services	$250.00
Director of Parks & Recreation	$250.00
Director of Public Works	$250.00
Building & Safety Superintendent	$250.00
Recreation Manager	$200.00
Senior Engineer	$200.00
Associate Engineer	$200.00
Facilities Manager	$200.00
Planning Manager	$200.00

Senior Planner	$200.00
Associate Planner	$200.00
Assistant Planner	$200.00

SECTION 8. CELL PHONE/DATA ALLOWANCES

The following positions shall be eligible to receive a monthly allowance for personal cell phone expenses and data charges as listed pursuant to the provisions of the City Cell Phone Policy:

Title	Cell Phone – Data Charges	
City Manager	$40.00	$45.00
Assistant City Manager for Community Dev.	$40.00	$45.00
Assistant City Manager/Dir Administrative Services	$40.00	$45.00
Director of Parks & Recreation	$40.00	$45.00
Director of Public Works	$40.00	$45.00
Information Systems Applications Analyst	$40.00	$45.00
Building & Safety Superintendent	$30.00	N/A
Recreation Manager	$30.00	N/A
Senior Engineer	$30.00	N/A
Facilities Manager	$30.00	N/A
Senior Planner	$30.00	N/A
Recreation Coordinator	$30.00	N/A
Planning Manager	$30.00	N/A

SECTION 9. NOTARY PUBLIC PAY

The City has needs of the service of a certified Notary Public to notarize City documents. An employee who has been designated by the City Manager to utilize their Notary Public Commission for this purpose shall receive a monthly stipend of $75.00 per month.

SECTION 10. PUBLIC EMPLOYEES RETIREMENT SYSTEM

In August 1999 the City amended the PERS contract to the 2% @ 55 formula with the provision that if the Employer's rate is re-instated at some future time the employees would contribute a portion of their gross salary towards the cost of the enhanced retirement plan. On July 24, 2012, the City Council took action to further increase the employee's contribution over three consecutive years, beginning August 14, 2012. On June 11, 2013 the City Council adopted Resolution No. 2013-38 deferring further increases in employee contributions to June 22, 2014. Therefore, employee contributions rates shall be as follows:

- As of June 22, 2014 employees contribute the full 7% employee portion for PERS contribution.

In September 2012 the Governor signed into law AB340 which among other things created a new PERS pension formula for all new employees hired after January 1, 2013. New employees are enrolled in the 2% at 62 formula. New employees are all responsible for paying 50% of the "normal cost" of the plan as annually calculated by PERS.

PASSED, APPROVED AND ADOPTED this 9th day of June 2015.

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

ATTEST:

_____
Debra Black, Deputy City Clerk

I HEREBY CERTIFY that the foregoing **Resolution No. 2015-35** was adopted by vote of the City Council of the City of San Dimas at its regular meeting of **June 9, 2015**, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Debra Black, Deputy City Clerk

Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of June 9, 2015

FROM: Blaine Michaelis, City Manager

SUBJECT: Approval of a Cooperative Agreement with the Gold Line Authority regarding the construction of Phase 2B of the project

---

SUMMARY

The physical construction of a light rail system involves several details and coordination points between a city and the builder. Phase 2B cities (Glendora, San Dimas, La Verne, Pomona, Claremont and Montclair) have been meeting together and with the Gold Line Authority to anticipate these issues and prepare a consensus approach on how they will be handled to facilitate an effective construction process. This consensus has been prepared into a Cooperative Agreement to be adopted by Phase 2B cities and the Authority.

We met with Phase 2A cities to learn from their experience; convened Phase 2B cities to identify our own concerns and points of interest; and then met with the Authority together and individually to work through the issues making changes to the Cooperative Agreement by consensus. Therefore the agreement is intended to be a consistent approach for the construction work - uniformly adopted by each of the cities and the Authority. To accommodate the unique needs of individual cities, Exhibit H of the agreement has been created to be part of the Cooperative Agreement – we have inserted items into that Exhibit for continued focus and attention. Staff is recommending approval of the Agreement.

RECOMMENDATION

Receive presentation from staff – ask questions as desired.
Authorize the Mayor to sign the Cooperative Agreement.

Attachment: Proposed Cooperative Agreement

COOPERATIVE AGREEMENT

FOR THE

METRO GOLD LINE – PHASE II

(Phase 2B)

BY AND BETWEEN

METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

AND

CITY OF SAN DIMAS

TABLE OF CONTENTS

Page

ARTICLE 1 - SCOPE AND DEFINITIONS 3
1.0 Scope of this Agreement 3
1.1 Duration of the Agreement 3
1.2 Conditions Precedent 3
1.3 Definitions 4

ARTICLE 2 - DESIGN REVIEW AND CONSTRUCTION OF THE PROJECT 12
2.0 Engineering and Construction Coordination 12
2.1 Work to be Performed by the Authority 13
2.2 Review of Engineering and FEIS/R Documents 14
2.3 Review of Design/Build Contract Documents 15
2.4 Review of the Design/Build Contractor Submittals 15
2.5 Work to be Performed by the City 17
2.6 City Performance of Rearrangements 20
2.7 "As-Built" Drawings of Rearrangements 21
2.8 Underground Service Alert 21

ARTICLE 3 - AUTHORIZATIONS AND PROPERTY RIGHTS 22
3.0 Permits 22
3.1 Work in City Streets 22
3.2 Private Property/Encroachments 23
3.3 Temporary Street Closures 23
3.4 Traffic Management and Construction Staging Plans 24
3.5 Federal, State and Other Agency Permit and License Requirements 25
3.6 Grant of Rights 25
3.7 City Property Required for Project Rights-Of-Way 26
3.8 Replacement Rights-of-Way 26
3.9 City License/Easement Within Project Right-of-Way ..... 27~~26~~
3.10 Night Work 27

ARTICLE 4 - WORK PERFORMED BY THE CITY 28
4.0 [NOT USED] 28
4.1 Work Performed by the City 28
4.2 City Contribution to Project 28
4.3 Issuance of Work Authorizations and Cost Management 28
4.4 Work Authorization Changes 28
4.5 Termination of Work Authorizations 29
4.6 Procedures for Payments to the City by the Authority 29
4.7 Preparation of Billings 29
4.8 Audit and Inspection 30

ARTICLE 5 - DISPUTES RESOLUTION 31
5.0 Disputes 31
5.1 Dispute Notice 31
5.2 Provisional Remedies 31
5.3 Negotiation and TAC Hearing; Reference Proceeding 31
5.4 Arbitration 32
5.5 Governing Law; Waiver of Jury 35
5.6 Scope of Authority 35
5.7 Continuing Performance 36
5.8 Implementation 36
5.9 Cooperation 36
5.10 Provisional Sum for Resolving Scope Disputes 36

ARTICLE 6 - BETTERMENTS 37
6.0 Payments for Betterments 37

ARTICLE 7 - INDEMNIFICATION, MAINTENANCE AND WARRANTIES 38
7.0 Indemnification of the City 38
7.1 Indemnification of the Authority 38
7.2 Indemnification of Both City and Authority 38
7.3 Insurance Program 38
7.4 Maintenance 39
7.5 Warranties 39
7.6 Contractor Bonds 39

ARTICLE 8 - MISCELLANEOUS PROVISIONS 40
8.0 Approvals 40
8.1 Counterparts 40
8.2 Survival of Rights 40
8.3 Severability 40
8.4 Notification or Notices 40
8.5 Statutory References 42
8.6 Construction 42
8.7 Section Headings 42
8.8 Governing Law 42
8.9 Pronouns and Plurals 42
8.10 Time of the Essence 42
8.11 Legal Rights 42
8.12 Bonds/Fees 42
8.13 Further Actions 43
8.14 Force Majeure 43
8.15 Third Party Beneficiaries 43
8.16 Damage to Property 43
8.17 Authority of Parties 43
8.18 Funding Sources 44
8.19 Nondiscrimination 44

8.20 Nonliability of Authority and City Officials 44
8.21 Federal Requirements 44
8.22 Exhibits 44
8.23 Entire Agreement.....45
8.24 Binding Obligation.....45
8.25 Amendments.....45

COOPERATIVE AGREEMENT
FOR THE
METRO GOLD LINE – PHASE II (Phase 2B)
BY AND BETWEEN
THE METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY
AND
THE CITY OF SAN DIMAS

THIS COOPERATIVE AGREEMENT FOR THE METRO GOLD LINE – PHASE II, dated [_____] ("Agreement") is made by and between the Metro Gold Line Foothill Extension Construction Authority ("Authority"), a public entity of the State of California, and the City of San Dimas, a municipal corporation of the State of California. The Authority and the City are referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the Authority, formally known as the Pasadena Metro Blue Line Construction Authority, is a public entity created by the California State Legislature pursuant to Section 132400 of the Public Utilities Code ("PUC") for the exclusive purpose of completing the design and construction of the Metro Gold Line light rail system from Union Station in the City of Los Angeles to the City of Montclair. Phase I of the extension ("Phase I") is defined as the approximately 13.7 mile line from Union Station in the City of Los Angeles to Sierra Madre Villa Station in the City of Pasadena. Phase II of the extension ("Phase II") is defined as the extension further east to the City of Montclair, an additional distance of approximately 24 miles;

WHEREAS, Phase I has been in operation since July, 2003;

WHEREAS, Phase II will be constructed in two phases or segments: Phase 2A from Pasadena to Azusa and Phase 2B from Azusa to Montclair;

WHEREAS, the Authority is currently constructing Phase 2A, which is planned for completion in 2015;

WHEREAS, the "Project", for purposes of this Agreement, shall only refer to Phase 2B of Phase II;

WHEREAS, the City is a municipal government created pursuant to the California State Constitution for many public purposes including, but not limited to, the design, construction and operation of public transportation facilities in the City;

WHEREAS, the City has authority to be involved with activities that affect or impact a public right-of-way, private property, the general public, land use/planning, other property the City may have legal interests in, and businesses within the City of San Dimas;

WHEREAS, the Authority, in designing and constructing the Project, has adopted or plans to adopt the design-build method of project delivery, similar to Phase I and Phase 2A;

WHEREAS, the Authority and the City desire to cooperate to the end that the Project design and construction activities are undertaken and completed in ways that meet the objectives and goals of the Parties;

WHEREAS, the Authority has the responsibility to construct and deliver an operational light rail facility, complete and acceptable to the City and to METRO.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 - SCOPE AND DEFINITIONS

1.0 Scope of this Agreement

This Agreement specifies the procedures that the Authority and the City will follow in implementing their respective roles and responsibilities in the planning, design, and construction of the Project. Both the Authority and the City agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements.

1.1 Duration of the Agreement

Unless extended in writing by the mutual agreement of the Parties, this Agreement shall automatically terminate on the earlier of:

(a) Revenue Operations Date; or

(b) 90 Days following the Authority's written notice to the City that (i) all Project Construction within the City or its jurisdiction has been completed or (ii) the Authority has otherwise determined to cease Project Construction within the City or its jurisdiction and terminate this Agreement; or

(c) If the activity identified in Section 2.3.1 of this Agreement has not commenced by January 1, 2026, this Agreement will automatically terminate.

In the event this Agreement is terminated prior to the completion of all Project Construction within the City, such Construction shall thereafter be subject to the City's usual and customary permitting procedures and processes applicable to other contractors; except that, such permitting procedures and processes shall not apply if the Authority otherwise is exempted there from.

1.2 Conditions Precedent

The existence of each of the following shall be a condition precedent to the obligations of the Authority hereunder:

1.2.1 The Authority shall have received necessary appropriations, subsidies, grants, payments and contractual commitments from other parties, excluding the City, necessary for it to perform under this Agreement and otherwise to fulfill its obligations hereunder; and

1.2.2 Neither the Authority's performance under this Agreement, nor its obligations hereunder shall (i) violate any terms, covenants or conditions of its appropriations, subsidies, grants or financial assistance, (ii) breach any warranties or contradict any representation made in connection therewith, or (iii) violate any law, rule or regulation to which the Authority is subject.

1.3 Definitions

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

1.3.1 **Abandonment** means the permanent termination of service of an existing City Facility or private facility.

1.3.2 **Advanced Conceptual Engineering** means conceptual engineering to support the Design/Build Procurement Documents, in which the design of the general track configurations and geometry, station and parking facility locations, traction power substation locations, property requirements, existing utility locations, and other associated construction is defined to approximately 30% of Final Design. The design of the at-grade crossings and any traffic mitigation measures within the City Rights-of-Way will include limits of work, equipment locations, curb grades, and other associated construction and will be approximately 50% of Final Design.

1.3.3 **Approval** means written approval by the City Representative or Authority Representative, as applicable

1.3.4 **Arbitrator** has the meaning set forth in Section 5.4.

1.3.5 **Authority** has the meaning set forth in the Preamble to this Agreement.

1.3.6 **Authority Facility** means real or personal property now, or in the future, under the ownership or control of the Authority, to be located within the Right-of-Way of the Project for the purpose of providing service to the public, including but not limited to transit line and station fixed facilities, transit operations subsystems including but not limited to the trackwork, train control and communication, power distribution and overhead catenary system, and any equipment, retaining walls, drainage facilities, lighting, and street crossing improvements, all facilities to be constructed by the Authority, and all other apparatus and/or structure appurtenant thereto or associated therewith.

1.3.7 **Authority Representative** means the Chief Executive Officer of the Authority, or his/her representative who has been authorized in writing by the Chief Executive Officer, who will have the responsibility to manage and coordinate Authority interaction with the City and to produce the necessary Project planning documents, Design/Build procurement documents, issue Work Authorizations, and make Approvals, as required by this Agreement. The Authority may change its designated Authority Representative by providing written notification to the City.

1.3.8 **Award** has the meaning set forth in Section 5.4.3.

1.3.9 **Betterment** means a Replacement Facility, or a component thereof, or an enhancement to an existing City Rights-of-Way or Facility in place at the time of the Design Freeze, requested by the City and agreed to by the Authority, that increases the service capacity, capability, appearance, efficiency, or function over that provided by the Design Freeze in facilities and systems to be adopted by the Authority, except that the following shall not be considered as Betterments:

a. An upgrade which the Parties agree will be part of the Design Freeze; or

b. Construction in accordance with City Standards, State and Federal Regulations, CPUC, and METRO requirements as set forth in this document to the extent that each has jurisdiction; or

c. Measures to mitigate environmental impacts identified in the Current Scope of the Project and Final Environmental Impact Statement/Report;

d. A Replacement Facility or enhancement that is the consequence of changes made by the Authority or its contractors after the Design Freeze; or

e. Any Federal, State, or County mandate required to be completed before substantial completion of the Design/Build Contract.

1.3.10 **Cities** means cities located on the proposed Metro Gold Line, Phase 2B route: Glendora, San Dimas, La Verne, Pomona, Claremont, and Montclair.

1.3.11 **City** has the meaning set forth in the Preamble to this Agreement.

1.3.12 **City Facility** means a facility under the ownership or the exclusive operation of the City. City Facility shall mean facilities located on City–owned land, easements, or public rights-of-way, including but not limited to, public streets, curbs and gutters, sidewalks, traffic signals, signing, roadways, bridges, retaining walls, alleys, water lines, storm drains, sanitary sewers, parking lots, parks, public landscaping and trees, traffic control devices/systems, street lighting systems, and public, police and fire alarm systems.

1.3.13 **City Representative** means the City's City Manager, or his/her representative, designated in writing, who shall assist the Authority in the delivery of the Project and each component thereof in a timely manner. The City Representative will have the responsibility (i) to manage, coordinate, and be the primary point of contact for City interaction with the Authority, (ii) to produce the necessary work documents, reports, Betterments, and (iii) to make or secure Reviews, inspections and Approvals, as required by this Agreement. The City

Representative also will be responsible for assisting the Authority and coordinating among City departments, or other constituent entities whenever City action is called for under the Agreement. The City may change its designated representative by providing written pre-notification to the Authority.

1.3.14 **City Rights-of-Way** means public streets, public easements, and public access-ways (including, but not limited to, alleys, drive approaches) to the extent located on City property or City easements.

1.3.15 **City Standards** means those written rules, regulations, drawings, ordinances and codes of the City in effect at the time the Design/Build Contractor submits its final proposal. Final proposal means the final proposal from the Design-Build Contract bidders prior to award of contract by the Authority.

1.3.16 **Conflicting Facility** means a City Facility or private facility existing as of the Effective Date that is so situated as to require Rearrangement in order to design, construct, and operate the Project without adversely affecting the maintenance of that facility as determined by the Parties.

1.3.17 **Construction** means the work of removal, demolition, replacement, alteration, realignment, building, fabricating, landscaping and all new fixed facilities to be built and systems and equipment to be procured and installed that are necessary to operate and maintain the Project in accordance with approved plans and specifications.

1.3.18 **Cost** means all allowable direct and indirect charges as further defined in Section 4.1.

1.3.19 **Current Scope of the Project** means the Project as described in the Final Environmental Impact Statement/Report. A brief summary of the Project is provided in Exhibit A.

1.3.20 **Days** means calendar days including Saturdays, Sundays, and legal holidays. See also definition of Working Days.

1.3.21 **Design** means that engineering, architectural and other design work and the resulting maps, plans, specifications, special provisions, drawings, calculations, studies, analyses, computer software, and estimates which are needed to construct the Project.

1.3.22 **Design/Build Contract** means the documents that are used by the Authority to contract with a contractor to design, build, fabricate, install, and prepare for operations of the facilities (or part of the facilities) and systems (less purchase of the rail cars, and other material and equipment already in the ownership and possession of METRO and/or the Authority) necessary to operate the Project as specified in the documents, and to demonstrate the operability of the Project through a period of pre-revenue operations.

1.3.23 **Design/Build Contractor** means the contractor and/or team of consultants and contractors that is awarded the Design/Build Contract(s) by the Authority, also referred to as Contractor.

1.3.24 **Design/Build Procurement Documents** means the entire package of documents, consistent with the Procurement Code, to be sent to potential proposers that may be interested in submitting a proposal for award of a Design/Build Contract, including but not limited to cooperative agreements with the Cities, utilities and METRO; DBE/WBE program; bonding requirements; change order and payment provisions; bidding and proposal requirements; environmental mitigation and requirements; scope of work; technical drawings and specifications; design and construction document reviews, procedures and approvals; quality control; safety program; and construction procedures.

1.3.25 **Design Freeze** means the process of adoption of a design, approved by the City, with respect to transit system facilities within the City's jurisdiction, City Facilities and City Rights-of-Way, and the Authority, that constitutes the determination of the established or "frozen" design of the Project or portion of the Project, from which deviations or changes in the Project Design will be measured. The Design Freeze will occur at completion of the Advanced Conceptual Engineering process where a reasonable determination of the costs associated with the Design and the Project can be identified. If the activity identified in Section 2.3.1 of this Agreement has not commenced by July 1, 2020, Authority will reevaluate the Advanced Conceptual Engineering process and provide the City with a new draft set of Advanced Conceptual Engineering documents for the City's Review. This process will recur every five years until the activity in Section 2.3.1 has commenced.

1.3.26 **Design Review** means the process of critical evaluation of plans, specifications and reference documents by the Authority, the City, and other agencies, as specified by the Authority, that are developed by consultants and/or the Design/Build Contractor which are necessary for the definition of, and the construction of the Project.

1.3.27 [NOT USED].

1.3.28 **Dispute** has the meaning set forth in Section 5.0.

1.3.29 [NOT USED].

1.3.30 **Effective Date** means the date set forth in the Preamble.

1.3.31 **Facility** means real or personal property now or in the future to be located within the Right-of-Way as part of the Project, including but not limited to roadways, pipes, mains, services, meters, regulators and any equipment, apparatus and/or structure appurtenant thereto or associated therewith.

1.3.32 **Federal Acquisition Regulation (FAR)** means Chapter 1 of Title 48, Code of Federal Regulations (CFR), as published by the federal government.

1.3.33 **Final Design** means the Design/Build Contractor's production and submittal of the design drawings, specifications, and pertinent documentation for Review, comment, and Approval by the City, and review, comment, and Approval by the Authority. Submittals shall be complete and 'approved for construction' (AFC). Each submittal may be in the form of segments or portions of the Project with drawings, specifications, and calculations (where necessary) signed and sealed by the "Engineer of Record" for the Project or portion of the Project after incorporation of comments and final Approval by the City and final Approval by the Authority.

1.3.34 **Final Environmental Impact Statement/Report (FEIS/R)** means the Final Environmental Impact Report, certified in March 2013, that analyzes and evaluates the environmental impacts of the Project and recommends measures to mitigate the potential adverse impacts, and includes any addendum, supplement, or subsequent EIR. Also includes any future National Environmental Policy Act (NEPA) documents that analyze and evaluate the environmental impacts of the Project.

1.3.35 **FTA** means the Federal Transit Administration.

1.3.36 **Governmental Authority** means any government or political subdivision, whether federal, state, or local, or any agency or instrumentality of any such government or political subdivision, or any federal, state, or local court or arbitrator, other than the City, METRO, and the Authority.

1.3.37 **Industry Review** means the period of sixty (60) Days for review by potential bidders/proposers (construction and engineering firms) of the Preliminary Basis for Design/Build Contract documents providing them the opportunity to comment on the final draft documents before they are released as part of the Design/Build Procurement Documents.

1.3.38 **Joint Development** means a partnership for many different forms of public/private sector cooperation in the development or redevelopment of structures and facilities to be built in, around, over, and adjacent to the Right-of-Way.

1.3.39 **Laws** means any law, rule, regulation, ordinance, statute, code or other requirement of any Governmental Authority.

1.3.40 **List of Potential Arbitrators** has the meaning set forth in Section 5.4.1.

1.3.41 **METRO** means the Los Angeles County Metropolitan Transportation Authority, a public entity created by the California Legislature pursuant to PUC

Section 130050.2 et. seq. for many purposes including, but not limited to, the design, construction, and operation of rail and bus transit systems and facilities in Los Angeles County.

1.3.42 **Party, Parties** means one or both of the City and the Authority, as set forth in the Preamble to this Agreement.

1.3.43 **Phase I** has the meaning set forth in the recitals to this Agreement.

1.3.44 **Phase II** has the meaning set forth in the recitals to this Agreement.

1.3.45 **Phase 2A** means the portion of Phase II from the interface with Phase I in Pasadena to the end of the tail tracks for the Azusa Citrus station.

1.3.46 **Phase 2B** means the portion of Phase II from the interface with Phase 2A in Azusa to the end of the tail tracks for the Montclair station.

1.3.47 **Pre-Final Design** means the Design/Builder's draft final submittal of the design drawings, specifications, and pertinent documentation for Review, comment, and Approval by the Authority and the City. Submittals shall be near the 100% completion level (85%) and may be in the form of segments or portions of the Project.

1.3.48 **Preliminary Basis for Design/Build Contracting** means the basis for detailed design including all design standards and criteria, standard and directive drawings, and all reference drawings packaged by the Authority in the design/build documents that are used for Industry Review by prospective design/build contractors.

1.3.49 [NOT USED].

1.3.50 **Project** means Phase 2B of Phase II.

1.3.51 **Rail Station** means the Authority Facility where the light rail trains will stop at the locations cited in Exhibit A to allow for passenger boarding and exiting, including the facilities specifically required for passengers, buses, autos, bicycles, and pedestrians to access the site, all consistent with the Americans with Disabilities Act (ADA).

1.3.52 **Rearrangement** means the alteration, removal, replacement, reconstruction, support or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary, which the Authority and the City determine must be rearranged in order to design, build, and/or operate the Project. Rearrangements require the Review and Approval of the City.

1.3.53 **Replacement Facility** means a facility which is constructed or provided under the terms of this Agreement as a consequence of the

Rearrangement or portion thereof, which meets City Standards as set forth herein and is approved by the City prior to the start of Construction.

1.3.54 **Revenue Operations Date** means the date METRO commences revenue operations for Phase 2B.

1.3.55 **Review** means review by the City Representative and submittal of written comments within the review period stated in this Agreement.

1.3.56 **Right-of-Way (ROW)** means the real property required to construct, operate, and maintain the transit facilities and systems that comprise the Project.

1.3.57 [NOT USED].

1.3.58 **Technical Advisory Committee (TAC)** means that certain committee, comprised of one city manager (or such person's designee) from each of the Cities and other designated members, that ensures the appropriate level of interaction and coordination occurs between the Authority and the Cities.

1.3.59 **Temporary Facility** means (i) a City Facility constructed for the purpose of ensuring continued service while a Conflicting Facility is taken out of service, fully or partially, to undergo Rearrangement, or (ii) a facility constructed or used to facilitate or otherwise assist with the Project, including but not limited to, Construction staging and/or material storage areas.

1.3.60 **Traffic Management Plan** means a plan that addresses traffic control requirements in Construction areas through a Worksite Traffic Control Plan ("WTCP"), and along detour routes through a Traffic Circulation Plan ("TCP"). A WTCP is a site-specific Design for temporary traffic control and diversion of vehicular and pedestrian traffic through or adjacent to a work area, incorporating base conditions, temporary conditions, construction impact areas, and all temporary/permanent traffic controls and advisory signage. On a larger scale, a TCP addresses operation along alternate routes which bypass(es) a work area, or multiple intersections affected by concurrent Construction, by means of striping, signing, signals, delineators, barricades, warning lights or other traffic control devices. The operation of a Traffic Management Plan is affected by Construction phasing plans and Construction schedules and is subject to provisions of Section 3.1.

1.3.61 **Work Authorization** means the document(s) which the Authority will issue upon agreement by the Parties as to Scope of Work and direct and indirect costs, which document authorizes the City to perform any work, and to be reimbursed therefor under the terms and conditions of this Agreement.

1.3.62 **Working Days** means Days, excluding Saturdays, Sundays, and the legal holidays listed in Exhibit D. If the City is closed on Fridays or alternate

Fridays, those Fridays that the City is closed shall also be excluded from "Working Days".

ARTICLE 2 - DESIGN REVIEW AND CONSTRUCTION OF THE PROJECT

2.0 Engineering and Construction Coordination

The Authority and the City shall establish general guidelines, working relationships, standards of design, Design/Build Design and Construction Approval procedures, and administrative policies and procedures with respect to Review of the Advanced Conceptual Engineering, the Design/Build Procurement Documents, the Design Review process and the construction activities (including coordination and Rearrangement of City Facilities pursuant to this Agreement) to be implemented by the Design/Build Contractor in order to permit the timely completion of the Project. The major activities and the Project schedule will be shown in Exhibit B of this Agreement. Exhibit B will be provided as an Amendment after execution of the MCA. By signing this Agreement, the Authority is not waiving any of its rights to assert exemption from City ordinances in the event this Agreement is terminated. Unless otherwise indicated, two copies of documents and submittals shall be provided to the City Representative.

To ensure that work which impacts or affects City Facilities or City Rights-of-Way meets the expectation of both the Authority and the City, and to ensure that the Project meets the requirements of the Current Scope of the Project, the Authority will utilize City Standards for the design of all work in City Rights-of–Way, on City Facilities, and on private property within the City. The Authority's design standards and criteria, and City's Standards and criteria shall be contained in the mandatory requirements of the performance specifications of the Design/Build Procurement Documents. The Final Design affecting City Facilities, City Rights-of-Way, or private property within the City shall be submitted to the City for Approval.

At the time of execution of this MCA there are various unresolved city issues that the parties will continue to work together to resolve. Exhibit H contains a list of these items.

Any direct impact by the Project on City Rights-of-Way, City Facilities, businesses and private property is subject to the Review, Approval, and applicable permitting by the City. Impacts shall include street closures, encroachments, occupation, implementation of traffic control, effects on access, or any other impact as it applies to City Rights-of-Way, City Facilities, businesses, private property, including the following:

2.0.1 Rearrangements

The Rearrangement of each Conflicting Facility shall conform to applicable City Standards in effect at the time the Design/Build Contractor submits its final proposal, as well as applicable State and Federal laws.

2.0.2 Softscaping and Hardscaping

Landscaping arrangements affecting trees, softscaped and hardscaped areas under ownership or daily control of the City, including on private property, shall be preserved if practicable. The Authority's Representative shall consult and

reach agreement with the City's Representative, and if such trees and/or plantings have to be removed, then they shall be replaced by the Authority at its cost and expense, with a tree of similar size, species and quantity, in a location approved by the City. No trees, plantings and/or hardscaped areas within City Rights-of-Way or City Facility shall be removed without the prior Approval by the City. No trees, plantings and/or hardscaped areas within private property shall be removed without the prior approval by the private property owner. If affected landscaping/hardscaping is simultaneously within both City and private property, both parties shall approve the work prior to removal.

2.0.3 Changes in Approved Plans

The Authority or the City may agree to make changes in previously approved Designs for work, which affect City Facilities or City property, prior to and during the course of construction only through Approval of the other Party and compliance with the provisions of Article 6, Betterments.

2.1 Work to be Performed by the Authority

The Authority, as part of its responsibilities, shall perform the following:

2.1.1 Train Traffic Coordination

The Authority shall design, furnish and install hardware and software and, where required by engineering analysis, establish coordination and connection between the City traffic control facilities, the light rail and freight/commuter rail operation.

2.1.2 Advanced Conceptual Engineering Design

The Authority will undertake the preparation of Advanced Conceptual Engineering design documents as described in Section 2.2. The product of this effort will be the documents defining the Advanced Conceptual Engineering of the Project. The documents will be furnished to the City for Review to help ensure accuracy, reasonable completeness, timely responses in subsequent stages, and to minimize changes.

2.1.3 Final Environmental Impact Statement/Report (FEIS/R)

[NOT USED].

2.1.4 Preliminary Engineering Design

[NOT USED].

2.1.5 Development of Design/Build Contract Documents

The Authority will undertake the preparation of Design/Build Procurement Documents, as described in Section 2.3.

2.1.6 Final Design

The Authority will coordinate and manage the Design and Design Review process during Final Design by the Design/Build Contractor as described in Section 2.4. The Authority will forward pertinent design documents to the City for Review and conduct Design Review meetings as necessary.

2.1.7 Construction Management

The Authority will provide staff that will make reasonable definitive responses to the City, Design/Build Contractor, residents and business owners regarding impacts and concerns arising from the Project design and construction, and facilitate informational community meetings. The Authority will establish offices in close proximity to the Project for the purpose of responding to residents and business owners concerns during construction. At the discretion of the Design/Build Contractor, a field construction office may be established within the City.

2.1.8 Status of Mitigation Monitoring Plan

The Authority will provide status of Mitigation Monitoring Plan annually to City.

2.2 Review of Engineering and FEIS/R Documents

Documents shall be provided to the City Representative for Review and comment and/or Approval. Review of engineering and FEIS/R documents will occur as follows:

2.2.1 City Review of FEIS/R

As part of the FEIS/R public process, the City will be provided a copy of the FEIS/R for Review.

2.2.2 City Review of Advanced Conceptual Engineering

The Advanced Conceptual Engineering Design documents will be provided to the City for Review and comment. The City shall have a period of forty-five (45) Days from the date of receipt of the documents from the Authority's Representative to complete the Review and to make comments. The City Representative and Authority Representative shall hold a Design Review meeting to discuss the City's review comments.

2.2.3 City Review of Pre-Final Preliminary Engineering

[NOT USED].

2.2.4 City Review of Final Preliminary Engineering

[NOT USED].

2.3 Review of Design/Build Contract Documents

Documents shall be provided to the City Representative for Review and comment. Review of Design/Build Contract documents will occur as follows:

2.3.1 City Review of Preliminary Basis for Design/Build Contracting

For any Design/Build Contract that directly impacts a City Facility or City Right-of-Way, the Authority will assemble a draft set of Design/Build Contract documents for Review by the City. The City shall have a period of 60 Days from the date of receipt of the documents from the Authority's Representative to complete the Review. The City Representative and Authority Representative shall hold a Design Review meeting to discuss the City's Review comments.

2.3.2 City Review of Design/Build Procurement Documents

Once the process set forth in Section 2.3.1 has been completed, the Authority will assemble the Design/Build Procurement Documents and issue the documents to consultants, contractors, and other third parties interested in bidding for the Design/Build Contract(s). Copies of these documents will be issued to the Cities, METRO and pertinent Governmental Authorities. The City will receive one copy of the Design/Build Procurement Documents and shall receive a copy of all addenda.

2.4 Review of the Design/Build Contractor Submittals

Upon issuance of a Notice To Proceed ("NTP") by the Authority, the Design/Build Contractor will commence Design and Construction of the Project. Design will progress in accordance with the Design/Build Contractor's work plan and schedule. Design submittals will generally be provided at the Pre-final (85%) and Final (100%) Design levels as specified in the Design/Build Contract. Utility relocation Design submittals will be provided at the 60% level.

Packaging of submittals by location, type of work, or subcontractor, will be at the Design/Build Contractor's discretion; however, each submittal will be a complete Design package, including all Design disciplines related to City Facilities. Final Design levels shall include details sufficient for review, including sections and profiles, limits of work, and notes or line work to communicate the intent of all impacts and work. The Design/Build Contractor will use an electronic system to submit Design documents for

review and obtain comments from the City. One full size set of plans will be provided at a reasonable scale acceptable to the City.

The Authority will provide pre-construction video of sanitary sewers and storm drains to the City prior to the start of construction of these facilities.

2.4.1 Design/Build Contractor's Responsibilities

Upon award of the Design/Build Contract and NTP, the Design/Build Contractor shall have the responsibility for all design and engineering activities including, but not limited to: (1) the implementation of an organizational structure to successfully complete the Project within the schedule and budget while producing a quality product; and (2) effective management of the activities of the design team to provide a coordinated, well-planned project.

The Project shall be designed and constructed in accordance with the various Cooperative Agreements entered into between the Authority and the Cities, agencies, and utilities, and as permitted by the CPUC.

2.4.2 Design Reviews by the Authority and the City

The City will participate fully in the Design Review process and be involved with the Approval of all portions of design and construction performed within City property or affecting City Rights-of-Way or City Facilities to the extent that the City has authority under this Agreement.

Complete Design submittals will be forwarded to the City's Representative for Review and Approval of the Design as it affects City Facilities and City Rights-of-Way. The Review period shall be 45 Days. Upon receipt of the City's comments, the Authority shall review, meet (as necessary) and confer with the City's Representative to incorporate comments, if any, together with its own comments and those of any other agency into a response to the Design/Build Contractor who shall make the required changes. City shall be responsible for damages, including delay damages, if any, incurred by Authority that result from City's failure to submit comments within 45 Days.

The City will be provided the plans and specifications for all City Facilities and Authority Facilities crossing over City Rights-of-Way or supporting City Facilities, for review and Approval.

The City's Approval of the documents, as they relate to City Facilities, will not be unreasonably withheld.

The Design/Build Contractor shall be responsible for obtaining all permits required to build the related work, in accordance with the City's licensing and permitting process. Caltrans permits obtained by the Authority for work that affects City streets shall be submitted to the City.

2.4.3 Design/Build Contractor's Analysis and Response to Design Comments

The Design/Build Contract shall require that the Design/Build Contractor, among other things, notify the Authority after receipt of any comments if the Design/Build Contractor believes incorporation of the comments would render the Design documents, Construction documents, or any other contract documents erroneous, defective, or deficient in any respect or which would otherwise adversely affect in any manner the Design or Construction of the Project or the costs and completion schedule of the Project. The Authority shall promptly forward a copy of the Design/Build Contractor's comments to the City and confer with the City regarding these comments.

In the event that the City's comments result in a change to the Project from the Design Freeze, exceeds City Standards or codes, or otherwise exceeds the provisions of this Agreement, then the Authority reserves the right to request a Betterment to incorporate the City's comments into the Design and Construction of the Project or otherwise refrain from making such change.

2.5 Work to be Performed by the City

The City shall work cooperatively with the Authority, to the extent that is reasonable, in advancing the design/build method of delivery for the Project in a manner complying with the terms of this Agreement.

Subject to the foregoing, the City will have five (5) major responsibilities in relation to the design/build program. These responsibilities are:

2.5.1 Participation in the Organizations and Process

The City's Representative will be the point of coordination and communication with the Authority's Representative. In addition, when requested by the Authority, the City will designate individuals to participate in the working groups and technical subcommittees formed by the Authority to address the issues and subjects which arise as part of the design review process described above in Sections 2.1 through 2.4.

2.5.2 Cooperatively Implement the Design Review Process

Consistent with the provisions contained herein, the City shall take an active role in the Review of studies and the Review of design plans prepared by the Authority, and the Design/Build Contractor related to the Project. The City shall provide comments in a timely manner, as defined herein, and will work with the Authority to suggest ways to resolve various issues that arise. The Authority will make every effort to cooperatively work with the City to resolve any issues.

2.5.3 Provide Technical Support

The City shall provide reasonable technical support to the Authority throughout the design and construction period of the Project. The support may take many forms. For example, the City shall work with the Authority to Review and, where appropriate or required, shall assist the Authority with obtaining permits, construction easements over public property and clarification of any City Standards.

In addition, the Authority and the City may mutually agree that the City will perform the design of one or more specific Rearrangement(s). Under such circumstances, the Authority and the City shall develop the specific scope of work. The City's schedule for completion, coordination requirements, Review procedures, and related provisions all shall be provided to the Authority.

2.5.4 Relocation of Private Utilities and Facilities

Within eight (8) Working Days after receipt of a written request from the Authority's Representative, a written notice will be sent to all utilities whose facilities conflict with the Project, instructing them to relocate or remove the conflicting facilities in accordance with provision of the utility's franchise agreements. The Authority will prepare and send the notice to Utilities, however the City will be required to sign the document. The City will assign to Authority the City's rights to cause such removal or relocation to be performed in the event that the utility does not accomplish such removal or relocation within the time provided. The City shall not, by signing such a written request or assigning its rights pursuant to this Section, be construed as having made a determination as to the responsibility of the utility or facility or the Authority to pay the cost of such removal or relocation.

The determination of whether the Authority or the utility shall be responsible for the cost of such removal or relocation shall be a matter solely for the Authority and the affected utility to resolve. The Authority shall defend, indemnify, and hold harmless the City, and its officials, officers, and employees from and against any and all claims or causes of action arising out of the City's provision of notice to a utility, the assignment to the Authority of the City's right to effectuate a removal or relocation or cost of removal or relocation pursuant to this Section or the removal or relocation of any such facility by Authority or otherwise related to Authority's actions pursuant to this clause.

2.5.5 City Inspection, Testing and Audits

All work performed by the Design/Build Contractor is subject to independent quality assurance testing and inspection to confirm compliance with contract documents and applicable standards. For portions of the work, this inspection may involve the City witnessing quality control testing and inspection performed

by the Contractor. The City will be provided reasonable notice of any such testing procedures. The City shall also have the right to provide such construction testing and inspection for that portion of the Project within the City Rights-of-Way including City Facilities, Rearrangements and structures supporting City Rights-of-Way and City Facilities. The final inspection of any Rearrangement work in the City Rights-of-Way, or to a City Facility within the Project, shall be attended by the City's Inspector.

The City Representative and the Authority Representative shall inform the other, in writing within six (6) Working Days or other time period as mutually agreed upon by City and Authority, of deficiencies or discrepancies in any Construction work within the City Rights-of-Way or on a City Facility discovered in the course of such inspection. The Authority shall be responsible for ensuring that corrective action is taken by the Design/Build Contractor to correct all non-compliant work and for ensuring that all punch list items are completed to the reasonable satisfaction of the City. If the Design/Build Contractor is not diligently prosecuting a problem solution or fails to resolve the problem in a responsive manner as indicated herein, the City with the Authority's support will resolve the problem and will be reimbursed by the Authority for its costs.

All such communication to the Design/Build Contractor shall be through the Authority. For portions of the work constructed by the City, the City will be responsible for verifying compliance with approved plans, specifications, and applicable Authority and City Standards in a timely manner.

All work in City Rights-of-Way, or on a City Facility or private property within the City that will impact on pedestrian and vehicular access shall be in accordance with City Standards, City/Authority approved Traffic Management Plans and Documents, and the City adopted sections of the latest Work Area Traffic Control Handbook.

The Authority shall provide the City with the opportunity to observe the construction performance and perform quality checks of all component facilities and system elements. The Authority shall provide City all documentation describing the performance criteria for all testing within City Rights-of-Way, or affecting City Facilities.

The City will provide Construction support and services to the Project for that portion of the Project within the City Rights-of-Way or City Facility, or on private property within the City, and for the following:

- Review and Approval for Construction work within City Rights-of-Way and for City Facilities.

- Change Order Review and Approval for work within City Rights-of-Way and for City Facilities.

- Review and Approval of required material and shop drawing submittals for work within City Rights-of-Way and for City Facilities.
- Responses to requests for Project related information by the Authority.
- Issuance of construction related permits.
- Review and Approval of construction staging, traffic and detour management, temporary lane closures, work site traffic control, and various plans for traffic related items listed herein.
- Review and Approval of haul routes.
- Provide various other available support and services, as necessary and agreed to by the City.
- Review of all fire/life safety plans and field inspection of systems installed, as well as system acceptance sign-off.

Notwithstanding the foregoing, the City may provide additional services such as community outreach and information dissemination.

2.6 City Performance of Rearrangements

If the Parties mutually agree that the City shall perform Construction of specific Rearrangements, the Authority shall issue a Work Authorization to City for such Construction and the following provisions shall govern the Construction of such Rearrangements by the City.

The City shall commence and thereafter diligently prosecute the Construction of such Rearrangement work to completion as authorized by the Work Authorization and in conformance with the time schedule set forth in the Work Authorization and the Final Design plans and specifications prepared pursuant to Section 2.4 of this Agreement. Such Construction shall coincide, and be coordinated, with the Authority's Construction schedule for the Project, including the schedule for Construction of all utility, cable, pipeline and other facilities in the same segment or portion of the Project. City shall coordinate its work with other property owners and contractors performing work that may connect, complement or interfere with City's work hereunder or with City Facilities.

The City shall notify the Authority at least four (4) Working Days prior to commencing each Rearrangement so that the Authority may make arrangements for such inspection and record keeping as it may desire. The cost of such work required for the Project shall be reimbursed to the City by the Authority through the Work Authorization process.

2.7 "As-Built" Drawings of Rearrangements

The Design/Build Contractor shall deliver 'As-Built' Drawings to the Authority after substantial completion, but not more than 120 Days following substantial completion, of the respective discipline of work. The Authority shall transmit the 'As-Built' Drawings of all Rearrangements within the City's jurisdiction to the City for final Review and comment. After incorporation of any City comments by the Design/Build Contractor, the Authority shall furnish the City 'As-Built' drawings on 22" x 34" (full scale) format, together with electronic files, showing all Rearrangements installed by the performing Party within the City's jurisdiction. The City shall have a period of 45 Days from the date of receipt of the documents from the Authority's Representative to complete the Review and to make comments.

Where Rearrangements are performed by the City, the reciprocal arrangement shall exist. If the drawings submitted by either Party are incomplete or nonconforming to agreed-upon standards, the drawings will be returned to that Party for correction at that Party's expense. Additionally, within eight (8) Working Days after completion of a temporary traffic signal or temporary Street Lighting System, or temporary modifications to a Street Lighting System, the Party that performed the work shall furnish to the City "red-line As-Builts" — hand drawings showing the approximate locations of the material component elements — of those temporary facilities.

2.8 Underground Service Alert

Prior to commencement of any underground work by either Party, an Underground Service Alert shall be a standard procedure, in accordance with state law by the Party contemplating the work, or their contractor.

ARTICLE 3 - AUTHORIZATIONS AND PROPERTY RIGHTS

3.0 Permits

All work on the Project that affects City Rights-of-Way, City Facilities or private property, over which the City has jurisdiction, is subject to the City's licensing and permitting process. As such, the issuance of City permits is required for both permanent and temporary construction work including the installation of traffic control or temporary street closures. The City shall waive the payment of permit fees for all work under City jurisdiction associated with the Project.

The City shall work with the Authority and its Design/Build Contractor to cooperate and expedite permit processing as is reasonable. Based upon the permit request and submission to the City of a complete and previously City-Approved set of required documents and in accordance with the permitting process, the City will provide a permit for the work within four (4) Working Days in accordance and as allowed within the City's Standards. Any request not allowed within City Standards may require City Council approval.

3.1 Work in City Streets

The Authority recognizes that the City has the duties of supervising, maintaining, and controlling City Rights-of-Way, including access to business and residential areas. Accordingly, the City shall be provided advance written notice by the Authority where and when the Project requires work within City Rights-of-Way or affects City Rights-of-Way or City Facilities. The City shall be provided reasonable time to Review and Approve such notices and supporting documents before the work proceeds and to issue appropriate permits in accordance with the permitting process referenced herein. The Authority shall secure City Approval of notifications and supporting documents such as plans for the work.

3.1.1 Construction Staging and Traffic Management Plans

The City shall be provided detailed construction staging and traffic management plans, which provide among other things, for the handling of vehicular and pedestrian traffic on streets adjacent to the Project and shall show construction phases, temporary street closures, detours, haul routes and staging areas, signing and warning devices. The Design/Build Contractor shall begin the work only after City Approvals have been received and appropriate City permits issued, and shall take all appropriate actions in accordance with City Approvals and permits to ensure safe operations of the work and the continuance of service of City Rights-of-Way and City Facilities. If the Design/Build Contractor fails to perform the work in the manner as called for by the approved contract plans prepared hereunder, and City permits and authorizations issued by the City in connection with such work, the City will inform the Authority and the Authority

shall have its Design/Build Contractor promptly correct the problem and effect a solution with City concurrence.

3.1.2 Construction Staging Assistance to Local Businesses and Residents by Authority

The Authority shall assist the business community and residents in the area of the Project by providing informational and directional signage, loading and unloading access, and other assistance as required to minimize the impacts of construction on the business and residential community. A community relations program shall be developed by the Authority and Approved by the City prior to implementation. The City reserves the right to order changes to the Construction staging and Traffic Management Plans at no cost to the City based on field reviews of the site conditions.

3.2 Private Property/Encroachments

Upon a determination by the City and the Authority that a private encroachment in, on, over or under any City Facility, must be removed or relocated to accommodate the Project, the City shall act to eliminate, move, remove or otherwise terminate such encroachment at the Authority's reasonable expense unless the encroachment is a City authorized encroachment which the City has no right or ability to eliminate, move, remove or otherwise terminate. If City is unable to eliminate, move, remove or otherwise terminate such encroachments acceptable to the City, the Authority shall make its own arrangements to eliminate, move, remove or otherwise terminate such encroachments, whether through its exercise of its powers of eminent domain, through negotiation with the owner, or otherwise. City shall reasonably cooperate with the Authority to minimize the cost to eliminate, move, remove or otherwise terminate encroachments where determined necessary and, where City agrees to allow an existing encroachment that would not otherwise comply with City Standards, the encroachment shall be allowed to remain as Approved by the City. The Authority shall be solely responsible for all private encroachments into its Right-of-Way.

The Authority will require additional property in order to construct the Project. The Authority will evaluate the Project's private property needs, and notify the City which private parcels are required for the Project. The Authority will provide the City an update on the status of any eminent domain proceedings within City.

3.3 Temporary Street Closures

The construction of the Project will require temporary closures of City Rights-of-Way. All temporary street closures require the Review and Approval by the City prior to being implemented.

Requests for temporary street closures shall be made by the Authority Representative to the City for Review and Approval. Requests shall be in writing with properly prepared plans such as Traffic Management or Construction Staging Plans. The City will expedite

processing of these requests and the Authority will cooperate to minimize requests for temporary closure of City Rights-of-Way. Notwithstanding the foregoing, this Article does not preclude the City from requesting that certain streets not be closed to accommodate "Special Events" utilizing those streets and the Authority cooperating with such requests.

3.4 Traffic Management and Construction Staging Plans

The Authority through its representatives and contractors shall develop traffic management and construction staging plans in accordance with the requirements of this Agreement.

3.4.1 Traffic Management Plan

The Traffic Management Plan will include all relevant traffic information, including:

a. The minimum number of lanes and minimum lane width, the time and duration of the interruption during peak traffic hours and non-peak traffic hours for each involved street.

b. Streets which may be closed during construction, including the duration of the closure, detour routes, temporary modifications to existing traffic signals and timing sheets, etc.

c. Parking restrictions which will be imposed during the construction period including specific time, days, and duration.

d. Restrictions on work, excavation, or closure due to special events or other seasonally related concerns.

3.4.2 Construction Staging Plan

City Facilities (other than street) Construction Staging Plans will include restrictions on work sequencing and timing, including:

a. Facilities in which service must be maintained

b. Facilities in which service may be abandoned only during construction but must be restored when construction is complete.

c. Proposed phasing or sequencing of construction of Facility Rearrangements.

d. Major parallel arterials shall not be closed at the same time unless Approved by the City. See Section 2.5.2 of FEIS/R for list of major arterials within City.

e. The Authority shall notify the City of those facilities that may be impacted.

3.5 Federal, State and Other Agency Permit and License Requirements

Nothing in this Agreement shall be deemed to abridge any applicable federal or state law regarding permits, orders, licenses and like authorizations that may be required or available in connection with the Project. As required by the State, the City shall Review plans for and shall perform inspections as needed throughout the term of the Construction. To the extent the California Public Utilities Commission ("CPUC") has jurisdiction over establishment of street and pedestrian crossings with rail tracks and their subsequent maintenance or alteration and formal application for establishment or alteration of the crossings is required by the CPUC, the Authority shall prepare and submit to the CPUC formal applications and various documents as required. The City will support the Authority in this process by reasonably cooperating and timely processing the various plans and documents subject to the City's Review and Approval. Notwithstanding the foregoing, the City is not required to support CPUC applications for permanent street closures. The Authority shall submit CPUC applications to the City for Review prior to submittal to the CPUC and include the City on the Service List of the application to the CPUC.

3.6 Grant of Rights

If, prior to the Authority's scheduled date of the commencement of construction in a section or portion of the Project, any Rearrangement necessary to eliminate a conflict has not been completed, the City will grant the Authority sufficient property rights or licenses it possesses, if necessary and to the extent permissible in accordance with law, to allow the Authority to proceed with the construction of that section or portion of the Project in accordance with the Authority's schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provisions of City's services to the public. Notwithstanding the foregoing, the City shall be entitled to 15 days notice and opportunity to resolve any impediments to the Rearrangement prior to City assigning its property rights or licenses to the Authority.

If a Rearrangement to replace a Conflicting Facility is located within Authority property, the Authority shall provide the City with an appropriate permanent easement or (if agreed to by the City) license if such is necessary to access, maintain, repair and/or operate the Rearrangement. The Authority will dedicate or otherwise transfer jurisdiction to the City all necessary street, sewer, storm drain, water, light and power and all other public utility easements to the City.

The Authority may request the City's assistance to secure any grant of rights or licenses it does not possess during the construction of the Project. Any City staffing costs incurred by the City associated with assistance from the City in procurement of grant of rights or licenses shall be the City's responsibility.

3.7 City Property Required for Project Rights-Of-Way

The Authority will require additional property in order to construct the Project. The Authority will evaluate the Project's property needs, and will send a request to the City to convey the parcels and interests in property (if any) that are required for the Project. No city-owned properties will be conveyed to the Authority without City Approval; however, the City agrees to make a good faith effort to comply with the Authority's requests for property conveyances.

The property interests may be in the form of a "license" for a specified use, permanent or temporary easement, or a release of interests and rights, as determined by the Authority. In the event that the Project requires a permanent interest, such as fee title or an easement in perpetuity, the Parties shall consider a property exchange, to the extent the Authority owns property in the City that is not needed for the Project. The property conveyance will be at no cost to the Authority or in the event of an exchange no cost to either Party. Neither Party will be required to go through the appraisal, negotiations, offer, or an agreement process, all to the extent permitted by law.

The Authority will prepare all required documents for conveyance. The City agrees to process the Authority provided documents, once Reviewed and Approved by the City, for conveyance before the start of actual construction of that portion of the Project. All conveyances of City property require compliance with City Standards and approval by the City Council.

3.8 Replacement Rights-of-Way

Replacement rights-of-way for the Rearrangement of Conflicting Facilities shall be determined during Design and, if needed, may be acquired by Authority following Approval by the Parties of the location and type of such replacement rights-of-way. It is mutually understood and agreed, however, that when reasonably possible, Rearrangements shall be located in existing City Rights-of-Way where the Facilities being replaced were in City Rights-of-Way. The required Rights-of-Way shall be acquired so as not to unreasonably impair the Authority's schedule. The City may assist the Authority in the acquisition of any necessary private property. Authority shall be responsible for all costs associated with the acquisition of any necessary private property. The Parties shall mutually agree to eventual conveyance, if permitted by applicable law and agreement, of City real property interests being taken out of service, or for which replacement property interests are provided. The Authority agrees to recognize the City's legitimate interests in maintaining control over property and Facilities providing City services that were impaired or altered due to Project construction and that City access to Facilities for access and maintenance shall not be unreasonably impaired by any Authority action.

3.9 City License/Easement Within Project Right-of-Way

If a Rearrangement is made so that the Rearrangement will be located within the Project Right–of-Way, the Authority shall provide the City with a replacement license/easement, as determined by the City, to accommodate the Replacement Facility, in a manner and format satisfactory to the City. It is hereby understood that by the City accepting such a replacement license/easement and by the Authority releasing its existing rights, the City shall acquire reasonable rights to install, operate, maintain, and remove Facilities within the replacement license/easement.

3.10 Night Work

City recognizes that, in order for the Authority to meet the Construction schedule for the Project, the Authority and its contractors may need to perform a significant amount of work after business hours, on weekends, and/or by multiple shifts spanning up to 24 hours per day and up to seven (7) days per week. The Authority shall secure from the City authorization for night and weekend work in accordance with the City Standards, but will cooperate with City to minimize such work where reasonably requested and to provide reasonable mitigation for the impact of such work.

In instances where exceptions to City Standards are needed, the Authority shall advise the City a minimum of 16 Working Days in advance of the need.

ARTICLE 4 - WORK PERFORMED BY THE CITY

4.0 [NOT USED]

4.1 Work Performed by the City

Work to be performed by the City under this Agreement shall coincide, as closely as possible, with the Authority's Project schedule as indicated in Exhibit B to this Agreement and the terms established herein. Exhibit B will be provided as an Amendment after execution of the MCA. The City agrees to commit sufficient resources necessary to provide the level of service required to meet those schedules.

To assist the City in estimating the level of service to be provided for the Project, the Authority shall submit to the City annually beginning within 30 Days of the Effective Date, and on March 31 in succeeding years, a work plan setting forth each item of work and the documentation associated therewith including corresponding start and finish dates for all milestone activities that the Authority anticipates it will request the City to perform.

4.2 City Contribution to Project

Work performed by the City as part of this Agreement shall be at the City's cost except as set forth in Section 2.6. The City's fulfillment of its responsibilities under this Agreement shall be considered the City's contribution to the Project.

4.3 Issuance of Work Authorizations and Cost Management

Only for work performed pursuant to Section 2.6, the Authority shall issue a Work Authorization to the City on the form provided in Exhibit C. Each Work Authorization to the City will authorize the direct and indirect costs involved in the performance of one or more tasks and/or the purchase of materials and equipment required under the terms and conditions of this Agreement.

4.4 Work Authorization Changes

Any proposed changes in a Work Authorization issued under this Agreement shall be submitted in writing to the Authority for its prior Approval; provided, however, that any proposed change occasioned by an emergency may be submitted to the Authority orally or by telephone and later confirmed in writing within 15 Working Days by the City. In such event, the Authority agrees to act on such oral request immediately.

Whenever practicable, the City will notify the Authority formally in writing at least 10 Working Days prior to the scheduled submission date when it has reason to believe the estimated completion date of a task, a report, or a deliverable will be later than the date set forth in the Work Authorization. The City agrees promptly to notify the Authority and

request written revisions of Work Authorization estimated costs and completion dates in the event of unanticipated cost overruns or completion delays.

4.5 Termination of Work Authorizations

The Authority or the City may terminate any Work Authorization at any time upon written notification. Upon termination by the Authority, the Authority shall reimburse the City for any outstanding incurred costs in accordance with this Agreement.

4.6 Procedures for Payments to the City by the Authority

Subject to Section 4.2, upon execution of Work Authorizations per Section 4.1 and commencement of work by the City, the Authority shall pay invoices (or uncontested portions thereof) within 60 days after receipt of a proper invoice per Section 4.7.

4.7 Preparation of Billings

The City, its contractors and subcontractors agree to comply with Federal and State procedures in accordance with the following: (a) Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments; (b) 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and (c) Title 21, California Code of Regulations, Section 2500 et seq, when applicable, and other matters connected with the performance of City's contracts with third Parties pursuant to Government Code Section 8546.7. Any costs for which City has received payment that are determined by subsequent audit to be unallowable under the Office of Management and Budget Circular A-87 or 49 CFR, Part 18 are subject to repayment by the City to the Authority.

The Parties agree that the following procedures will be observed for submission of monthly billings by the City to Authority on a progress basis for work performed by the City under a specific Work Authorization requiring monthly billings. City's billings shall begin as soon as practicable following the commencement of a specific Rearrangement or other work under a given Work Authorization. Billings shall specify Costs incurred for that billing, shall bear Authority's Work Authorization number, shall be submitted every month (within 60 days of when expenses incurred), and shall be supported by copies of invoices, timesheets and other cost data that details hourly rates via payroll register and details overhead rates and shall be maintained for audit on file in City's accounting center and shall be addressed to Authority Representative. Each billing shall be noted as either progress or final. The final billing, with a notation that all work covered by a given Work Authorization has been performed, shall be submitted to Authority as soon as practicable following the completion of the Rearrangement or other work, including resolution of all construction contractor claims, and shall recapitulate prior progress billings and shall show inclusive dates upon which work billed therein was performed.

4.8 Audit and Inspection

All accounting records and other supporting papers of City, its contractors and subcontractors connected with the performance under this Agreement shall be maintained for a minimum of four years from the date of Project completion and shall be held open for inspection and audit by representatives of the Authority, the Federal Transportation Administration, the California State Auditor, representatives of the State and auditors of the Federal Government. The City shall have the right to inspect and audit the Authority records at any time for a like period to that permitted for the Authority to Audit the City records.

ARTICLE 5 - DISPUTES RESOLUTION

5.0 Disputes

In the event of any dispute, controversy or claim arising between the City and the Authority in connection with or relating to this Agreement, or any Construction involving or otherwise relating to the Project ("Dispute"), the Parties shall make good faith efforts to resolve the Dispute through negotiation, a hearing of the dispute by a three-member panel selected from members of the Technical Advisory Committee (TAC) and, if the Parties so elect, non-binding mediation. Any Dispute that cannot be settled through direct negotiation, may be resolved by arbitration as set forth in Section 5.4.

5.1 Dispute Notice

In the event of any Dispute, the complaining Party shall provide a notice of the Dispute ("Dispute Notice") to the other Party. The Dispute Notice shall describe the facts surrounding the Dispute in sufficient detail to apprise the other Party of the nature of the complaint. The complaining Party may, but will not be required to, aggregate the Dispute with other Disputes into one Dispute Notice. Except with respect to Design and Construction defects that manifest themselves following the conclusion of the Project, the Dispute Notice must be delivered to the other Party no later than 60 Days after Revenue Operations Date. For Design and Construction defects that manifest themselves following the conclusion of the Project, the Dispute Notice must be delivered to the other Party no later than 60 Days after expiration of the warranty period specified in Section 7.5.

5.2 Provisional Remedies

Notwithstanding the requirements of Sections 5.0 and 5.1 hereof, a Party may seek from the Los Angeles County Superior Court any interim or provisional relief that may be necessary to protect the rights or property of that Party ("Provisional Relief") without first serving a Default Notice or first attempting to settle the Dispute. Notwithstanding the foregoing, no provisional remedy of any type or nature shall be available to stop or otherwise interfere with any Construction relating to the Project, or any portion thereof, unless requested by Authority, or required to prevent imminent danger to public health or safety. Following the appointment of an Arbitrator pursuant to Section 5.4 hereof, any Provisional Relief which would be available from a court of law shall be available from the Arbitrator, subject to the limitations set forth in Section 5.6 hereof.

5.3 Negotiation and TAC Hearing; Reference Proceeding

The Parties shall attempt to settle all Disputes. To this effect, the Parties shall conduct at least one face-to-face meeting in which they shall consult and negotiate with each other, and, recognizing their mutual interests, attempt to reach a solution satisfactory to both Parties. Such meeting shall take place within six (6) Working Days following delivery of a Dispute Notice. In the event face-to-face negotiations do not reach a solution satisfactory to both Parties, a three-member panel selected from members of

the TAC shall convene a nonpublic, informal hearing (TAC Hearing) of the dispute and issue a non-binding proposed solution. No such proposed solution shall be admissible as evidence in any future arbitration or litigation concerning the same Dispute. The three-member panel will be selected as follows: The City and Authority will each select one member from the TAC and those two members will select the third member who will chair the panel. No members of the panel shall be a TAC representative from a city involved in the Dispute.

Except with respect to the provisional relief available from the Arbitrator subject to the limitations set forth in Section 5.6 hereof (as defined below), compliance with the Dispute Notice, TAC Hearing, and negotiation provisions hereof shall be a condition precedent to the filing of any action involving a Dispute.

5.4 Arbitration

5.4.1 Qualification and List of Potential Arbitrators

Any Dispute that cannot be settled through direct negotiation and the TAC hearing (including, if the Parties so elect, non-binding mediation) may, but shall not be required to, be resolved before a neutral arbitrator (the "Arbitrator") selected from the list of retired judges of the Los Angeles County Superior Court or any California appellate court attached as Exhibit E to this Agreement in accordance with this Section 5.4.1. If the Parties decide in the future to submit a Dispute to arbitration, the provisions of 5.4.1 through 5.10 shall apply. The list of retired judges as set forth on Exhibit E, as may be amended from time to time in accordance with this Section 5.4.1, is hereinafter referred to as the "List of Potential Arbitrators." The List of Potential Arbitrators shall comprise five (5) retired judges selected by the Authority and five (5) retired judges selected by the City. If, at any time, any retired judge listed on Exhibit E dies, retires from acting as an arbitrator in disputes, or is otherwise unwilling to serve as an Arbitrator to decide Disputes under this Agreement, the Party who selected the retired judge may select another retired judge of the Los Angeles County Superior Court or any California appellate court for inclusion on Exhibit E by written notice to the other Party. The Arbitrator selected from the List of Potential Arbitrators to decide any Dispute shall have no material, financial, or personal interest in the results of the arbitration and shall make the disclosures required by Section 1281.9 of the California Code of Civil Procedure. The Arbitrator shall sign an oath of impartiality upon appointment to hear the Dispute. In addition to the grounds set forth in California Code of Civil Procedure Section 1286.2, failure to disclose any such interest or relation shall be grounds for vacating the award of the Arbitrator in the Dispute.

5.4.2 Selection of Arbitrator

The Arbitrator for each Dispute shall be chosen from the List of Potential Arbitrators as follows: Upon the written request of either the City or the Authority

for arbitration of any Dispute, the Authority and the City shall, within eight (8) Working Days thereafter, or within such extended period as they shall agree to in writing, attempt to agree upon a mutually satisfactory Arbitrator from the List of Potential Arbitrators. If they are unable to agree, the Authority and the City, prior to the expiration of the eight (8) Working Days or agreed extended period, shall prepare and forward to the other a list of three (3) names from the List of Potential Arbitrators to act as Arbitrator of the Dispute. The Authority and the City shall promptly review the other's list and shall strike up to two (2) names from the list provided by the other part. If the Parties cannot agree to using one of the two (2) names remaining on the respective lists, the two (2) named individuals shall select a neutral Arbitrator, other than themselves, from the List of Potential Arbitrators, who shall be the Arbitrator of the Dispute. If the Authority or the City fail to designate its Arbitrator of the Dispute from the List of Potential Arbitrators within eight (8) Working Days after the date of delivery of the demand for arbitration or the agreed extended period, or if the two (2) designated Arbitrators are unable to select a neutral Arbitrator from the List of Potential Arbitrators within four (4) Working Days after their appointment, a neutral Arbitrator shall be designated by the Los Angeles County Superior Court from the List of Potential Arbitrators pursuant to Section 1281.6 of the California Code of Civil Procedure, as modified herein, and the court appointed Arbitrator shall hear the Dispute as the sole Arbitrator. A hearing date on the Dispute shall be set within thirty (30) Days of the selection of the Arbitrator.

The Authority and the City agree that all disputes to be resolved by arbitration under this Agreement arising from the same or related set of circumstances or facts shall be heard by the same Arbitrator, if available. If such Arbitrator is unavailable, the Parties shall select another Arbitrator in accordance with the provisions of this Section 5.4.2.

5.4.3 Hearing; Award

No Arbitrator shall be selected who is unable to (a) hear the Dispute within 30 Days after being selected, and (b) render or make and serve on the Parties an award or decision (the "Award") within eight (8) Working Days of the conclusion of the hearing. Notwithstanding Sections 1282.2(b) and 1286.2(e) of the California Code of Civil Procedure (regarding postponement of the hearing), the Arbitrator may not postpone nor adjourn the hearing except for good cause or upon the stipulation of all Parties to the arbitration. The Arbitrator may proceed in absence of a Party who, after due notice, fails to appear.

The arbitration shall be held in Los Angeles County, California. Section 1283.05 of the California Code of Civil Procedure is specifically made applicable; provided however, that the time for responding to any discovery permitted by the California Code of Civil Procedure, including but not limited to, inspection demands and written discovery, shall be 10 Working Days of any notice or demand, or as

otherwise directed by the Arbitrator, or as may be extended by mutual agreement by the Parties.

Any Award rendered by the Arbitrator shall be in writing stating a factually detailed, reasoned opinion of the Arbitrator's findings of fact and conclusions of law, and shall be signed by the Arbitrator. The Arbitrator, in deciding any Dispute, shall base his or her Award on the record, shall have no power or authority to award special, consequential, punitive, or exemplary damages, and shall look to the substantive laws, and not the laws of conflicts, of the State of California for the resolution of the Dispute. In deciding a Dispute, the Arbitrator shall follow the express intent of the Parties as set forth in this Agreement. The making of an Award failing to comply with the requirements of this paragraph shall be deemed to be in excess of the Arbitrators' powers and a court shall vacate the Award, if after review, it determines that the Award cannot be corrected without affecting the merits of the decision upon the controversy submitted. In addition, the Award of the Arbitrator shall be subject to vacation for any of the other reasons described in California Code of Civil Procedure Section 1286.2. A petition to confirm, correct, or vacate the Award shall be filed with the Los Angeles County Superior Court pursuant to California Code of Civil Procedure Section 1285 (or successor thereto). In the event the arbitration procedure provided by in this Article is deemed for any reason to infringe upon the jurisdiction of the Los Angeles County Superior Court, the arbitration procedure will be deemed to be a reference agreement and any arbitration Award deemed to be a decision of a referee pursuant to Chapter 6 of the California Code of Civil Procedure subject to the procedures specified in this Article.

Notwithstanding the foregoing, any Award rendered by the Arbitrator shall be final and binding on each of the Parties hereto and their respective successors only as follows:

a. If the amount that is the subject of the Dispute (the "Disputed Amount") is less than or equal to $500,000, then the Arbitrator's Award shall be final and binding.

b. If the Disputed Amount is greater than $500,000, then within six (6) months following issuance of Award by Arbitrator, either Party may submit the Dispute to judicial resolution by filing a complaint in a court of competent jurisdiction. If the Disputed Amount is greater than $500,000 and the Dispute has not been submitted to judicial resolution by the filing of a complaint in a court of competent jurisdiction within the required six (6) month period, then the Arbitrator's Award shall be final and binding.

5.4.4 Prevailing Party

In the final Award, in addition to any other damages assessed, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert witness fees, and all other costs and expenses incurred in connection with resolving such Dispute, including the prevailing Party's share of the administrative fee and the arbitrator's fees and expenses, if any. The attorneys' fees which the prevailing Party is entitled to recover shall be awarded for any supplemental proceedings until the final Award is satisfied. In addition to the forgoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its reasonable attorneys' fees incurred in any post arbitrator proceeding to collect or enforce the judgment.

5.4.5 Injunctive and Other Interim Relief

Each of the Parties also reserves the right to file with the Los Angeles County Superior Court an application for temporary or preliminary injunctive relief, attachment, writ of possession, temporary protective order, and/or appointment of a receiver on the grounds that the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief.

5.4.6 Confidential Proceedings

The arbitration proceedings shall be confidential, except to the extent otherwise provided by applicable Laws. Neither Party shall disclose any information about the evidence adduced by the other in the arbitration proceeding or about documents produced by the other in connection with the proceeding, except in the course of a judicial, regulatory or arbitration proceeding, as may be requested by any Governmental Authority or to the extent required by applicable Laws. Before making any disclosure permitted by the preceding sentence, the Party shall give the other Party reasonable written notice of the intended disclosure so as to afford the other Party an opportunity to protect its interests and challenge any intended disclosure. The Arbitrator, expert witnesses and stenographic reporters shall sign appropriate nondisclosure agreements.

5.5 Governing Law; Waiver of Jury

The Arbitrator shall hear and decide the Dispute according to all of the substantive, procedural and evidentiary laws of the State of California, unless the Parties stipulate to the contrary. The Parties may, on a case-by-case basis agree to waive their right to a trial by jury.

5.6 Scope of Authority

Except as set forth in the next sentence, the Arbitrator shall have the authority to award any remedy or relief that a court of this State could order or grant. The Arbitrator shall have no power or authority to award: (a) any injunctive or other relief which would stop or otherwise interfere with any Construction relating to the Project, or any portion

thereof, unless such relief is requested by the Authority, or required by reason of imminent danger to public health or safety, or (b) special, consequential, punitive, or exemplary damages. The Arbitrator shall be empowered to impose sanctions and to take such other actions with regard to the Parties as the Arbitrator deems necessary to the same extent such actions could be taken by a judge of this State pursuant to the California Rules of Civil Procedure or other applicable law.

5.7 Continuing Performance

No Construction or other work or activity relating to the Project shall be stopped, or interfered with in any manner, by reason of a Dispute or otherwise, except at the direction of the Authority, or for reasons of imminent danger to public health or safety. Without limiting the generality of the foregoing, the Parties agree that they will continue their respective performance required hereunder notwithstanding any Dispute, and that such continued performance shall not be construed as a waiver of any rights or defenses.

5.8 Implementation

Each Party promptly shall take any action required of it in order to implement an agreed upon Dispute resolution, or a final judgment entered pursuant to the provision of this Agreement.

5.9 Cooperation

The Parties shall diligently cooperate with each other and the Arbitrator, and shall perform such acts as may be necessary, to ensure an efficient and expeditious resolution to each Dispute. If either Party fails to cooperate diligently, the other Party shall give notice of that fact to the non-cooperating Party, setting forth the Party's basis for its contention of non-cooperation and requesting specific action. Upon a determination that the noticed Party thereafter failed to act with substantial justification, the Arbitrator may sanction the noticed Party for its non-cooperation. Sanctions may include, but are not limited to, the payment of another Party's attorneys' fees and costs incurred to secure the required cooperation.

5.10 Provisional Sum for Resolving Scope Disputes

The Authority shall establish a provisional sum of at least $250,000 in the Design/Build Contract for use in resolving Disputed Betterment issues. The provisional sum amount and the use of those funds shall be at the sole discretion of the Authority.

ARTICLE 6 - BETTERMENTS

6.0 Payments for Betterments

In accordance with the methodology described in Article 2, the City shall make every effort to define Betterments prior to the Design Freeze of the Project. Nevertheless, the City may make requests for Betterments at any time, and the Authority shall provide the Betterments, as long as design and implementation of the Betterments would not delay the Project and subject to payment as set forth in this Section 6.0. The Authority shall be paid by the City for work performed under this Agreement for any Betterments requested by the City. The amount of the payments for Betterments, if any, shall be estimated by the Authority based on City's request(s) for Betterments.

After City has reviewed the estimated cost, the City's Representative shall inform the Authority's Representative of any Betterments the City wants included in the Project. Along with the request for any Betterments, the City shall commit to provide funds to implement the Betterments so that the design and construction of the Betterments can be estimated by the Design/Build Contractor and considered for inclusion in the Project. The Authority agrees to incorporate any Betterments requested and paid for by the City, subject to METRO approval. Authority consultants and contractors may perform any work so authorized. Consultants and contractors engaged by the Authority to perform Betterment work shall comply with all applicable labor and other laws, grants, and agreements.

The City shall fully compensate the Authority for the direct costs and indirect costs of the Betterments, including Authority personnel, the Authority's consultants, and the Design/Build Contractor. However, given the administrative effort required to track, compile, and audit the costs for Authority personnel and the Authority's consultants, the City and Authority have the option to agree, in advance, on a flat compensation of 10% of the cost of all Betterments, in lieu of payment of the actual administrative costs incurred in completing the Betterment(s).

Direct Costs are defined as those labor costs and costs of purchasing equipment and/or materials. Indirect Costs are defined as the allowable overhead rate as determined by external audit using applicable Federal Acquisition Regulations (FARs). The Authority shall earn no profit or mark-up fee based on the cost of the Betterments requested by the City. Consultant fees and profits shall be charged in accordance with Authority practice or existing contract limits.

ARTICLE 7 - INDEMNIFICATION, MAINTENANCE AND WARRANTIES

7.0 Indemnification of the City

The Authority agrees to indemnify, defend and hold harmless the City, its officials, officers, agents and employees from and against any and all liability, expenses (including engineering and defense costs and legal fees and expert witness fees), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage (including allegations thereof) arising from or connected with Design and Construction performed by, or under the management or control of the Authority. Any rights of the Authority hereunder to inspect, Review and/or Approve any Design or Construction performed by the City shall not be deemed to render such Design or Construction under the management or control of the Authority.

7.1 Indemnification of the Authority

The City agrees to indemnify, defend and hold harmless the Authority, its members, agents, officials, officers and employees from and against any and all liability, expenses (including engineering and defense costs and legal fees and expert witness fees), claims, losses, suits and actions of whatever kind, for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury or property damage (including allegations thereof) arising from or connected with Design and Construction performed by, or under the management or control of the City. Any rights of the City hereunder to inspect, Review and Approve any Design or Construction performed by the Authority shall not be deemed to render such Design or Construction under the management or control of the City.

7.2 Indemnification of Both City and Authority

The obligations of the Parties under Sections 7.0, 7.1, 7.2 and 7.3 shall survive the termination or expiration of this Agreement. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being Parties to an agreement as defined by Government Code Section 895, the Parties hereto, as between themselves and pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, will each indemnify and defend the other for the full liability imposed upon it, or any of its officers, officials, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under Sections 7.0, 7.1, 7.2 and 7.3 hereof. The provisions of Section 2778 of the California Civil Code are a part hereof as if fully set forth herein.

7.3 Insurance Program

The Authority intends to enter into an insurance program for the Design and Construction of the Project (including areas adjacent to the location where incidental

operations are performed, excluding permanent locations of any insured Party other than owner) and will enroll the City in such insurance program.

The insurance program will become effective on and will remain in force throughout construction and operational startup of the Project.

7.4 Maintenance

The Authority's Design/Build Contractor shall be responsible for the maintenance of all portions of the Project during Construction. Upon completion of Construction, the City shall own and be responsible for the maintenance of all Project elements constructed in the City Rights-of-Way (City Facilities). Authority and its successors shall be responsible for the maintenance of all Project elements constructed in the Right-of-Way.

7.5 Warranties

Warranties supplied by Contractors shall be made for the benefit of both the City, for work in City Rights-of-Way and on City Facilities, and the Authority. Additionally and again in connection solely with work performed by the Authority, the City or either of their Contractors, the City and the Authority each warrant to the other for a period of one (1) year from and after acceptance of the work that any work performed by or for them shall be free from defect; this limited warranty is the sole warranty given by the City and the Authority, and, pursuant to this warranty, and for the warranty period only, the City or the Authority, as the case may be, shall remedy any such discovered defect at its sole expense. Such remedy will be commenced and completed, if reasonably feasible, within 10 Days after written notice to the warranting Party.

7.6 Contractor Bonds

The City and the Authority shall require their respective contractors to secure payment and performance bonds, or other equivalent sureties, naming both the City and the Authority as an additional obligee or co-beneficiary, as appropriate. Such bonds shall be issued by a California licensed surety, and shall comply with bond requirements specified in Exhibit F.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.0 Approvals

Except as otherwise provided herein, where this Agreement requires Approval, consent, permission, satisfaction, agreement or authorization by either Party, such Approval, consent, permission, satisfaction, agreement or authorization shall not be unreasonably withheld, and shall not be effective unless it is in a writing executed by the City Representative or the Authority Representative, as applicable.

In the case of Approvals by the City, absence of written comments and/or disapproval by the City Representative within the later to occur of (a) expiration of the review period stated in this Agreement or (b) five (5) days after the effective date (in accordance with Section 8.4) of a notice from the Authority to the City marked "Second and Final Notice", shall be deemed as Approval by the City Representative. Approval by the City Representative shall not, unless specifically indicated, constitute a waiver of any City Standard, code, or other requirement in this Agreement

8.1 Counterparts

This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement, binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

8.2 Survival of Rights

Neither Party shall have the right to assign any of its rights, interests or obligations under this Agreement, without the consent of the other Party, except to the extent the Authority transfers the Project or any portion thereof to METRO. This Agreement shall be binding upon, and, as to permitted successors or permitted assigns, inure to the benefit of, the City and the Authority and their respective successors in all cases whether by merger, operation of law or otherwise.

8.3 Severability

In the event any Section, or any sentence, clause or phrase within any Section, is declared by a court of competent jurisdiction to be void or unenforceable, such sentence, clause, phrase or Section shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall remain in full force and effect.

8.4 Notification or Notices

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if personally delivered, transmitted by facsimile (with mechanical confirmation of transmission), sent by same-day or overnight courier that provides a receipt showing date and time of delivery or deposited in the United

States mail, registered or certified, postage prepaid, addressed to the Parties' addresses set forth below. Notices given in the manner provided for in this Article 8.4 shall be deemed effective on the third Day following deposit in the mail or on the day of transmission if given by facsimile, or on the day of delivery if delivered by hand or same-day or overnight courier. Notices must be addressed to the Parties hereto at the following addresses, unless the same shall have been changed by notice in accordance herewith:

If to the City:

City of San Dimas
Attention: Blaine Michaelis, City Manager
245 East Bonita Ave.
San Dimas, CA 91773
Tel.: (909) 394-6200
Fax: (909) 394-6209

With a copy to:

City of San Dimas
Attention: Mark Steres, City Attorney
Aleshire & Wynder
2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245-4916
Tel.: (310) 527-6660
Fax: (310) 532-7395

If to the Authority:

Metro Gold Line Foothill Extension Construction Authority
406 East Huntington Drive, Suite 202
Monrovia, California 91016
Attn: Mr. Habib Balian, Chief Executive Officer
Tel: (626) 471-9050
Fax: (626) 471-9049

With a copy to:

Nossaman LLP
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017
Attn: Alfred E. Smith II, General Counsel
Tel: (213) 612-7831
Fax: (213) 612-7801

8.5 Statutory References

All statutory references in this Agreement shall be construed to refer to that statutory section mentioned, related successor sections, and corresponding provisions of subsequent law, including all amendments.

8.6 Construction

The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties.

8.7 Section Headings

The captions of the Articles or Sections in this Agreement are for convenience only and in no way define, limit, extend or describe the scope or intent of any of the provisions hereof, shall not be deemed part of this Agreement and shall not be used in construing or interpreting this Agreement.

8.8 Governing Law

This Agreement has been executed by the Authority and the City in the State of California and this Agreement shall be governed by and construed according to the laws of the State of California, without giving effect to the principles of conflicts of law thereof.

8.9 Pronouns and Plurals

Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

8.10 Time of the Essence

Except as otherwise provided herein, time is of the essence in connection with each and every provision of this Agreement.

8.11 Legal Rights

The rights and remedies of the Authority and the City for default in performance under this Agreement or any Work Authorization are in addition to any other rights or remedies provided by law.

8.12 Bonds/Fees

Except as specifically agreed to in this Agreement, the City waives and relinquishes all of its rights, if any, to seek or obtain bonds, fees or other security or payments from the Authority or its contractors.

8.13 Further Actions

The City and the Authority hereby agree to execute, acknowledge and deliver such additional documents, and take such further actions, as may reasonably be required from time to time to carry out each of the provisions, and the intent, of this Agreement.

8.14 Force Majeure

Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence; such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions; provided, however, lack of funds or funding shall not be considered to be a cause beyond a Party's control and without its fault or negligence. The foregoing events do not constitute force majeure events where they are reasonably foreseeable consequences of Construction.

8.15 Third Party Beneficiaries

There are no third Party beneficiaries of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto, and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Agreement.

8.16 Damage to Property

The Authority shall be responsible for restoring to original condition, damage to public or private property occurring as a result of Construction activity on the Project, exclusive of any Construction undertaken by City.

8.17 Authority of Parties

Each of the Parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution and delivery of this Agreement. Each Party further agrees and represents and warrants that the execution, delivery, and performance by it of this Agreement does not and will not:

8.17.1 require any consent or approval not heretofore obtained of any person or judicial or administrative body;

8.17.2 violate any order, writ, judgment, injunction, decree, determination or award having applicability to such Party;

8.17.3 result in a breach of or constitute a default under, cause or permit the acceleration of any obligation owed under, or require any consent under, any indenture or any agreement, contract, lease, or instrument to which such Party is bound or affected.

Further, the Parties represent that, to their actual knowledge, there are no orders, judgments, injunctions, awards, decrees, rulings, charges or writs of any Governmental Authority in effect preventing the consummation of, nor any pleadings filed in connection with any actions seeking an injunction against, any of the transactions contemplated by this Agreement.

8.18 Funding Sources

The City shall at the request of the Authority, assist in identifying and securing funds for the Project. The City and Authority shall work jointly to optimize funding alternatives for the Project.

8.19 Nondiscrimination

Authority and City each covenant to the other that in the performance of their respective obligations under this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

8.20 Nonliability of Authority and City Officials

No officer, official, employee, agent, representative, or volunteer of the Authority or City shall be personally liable in the event of any default or breach by the defaulting Party or for any amount which may become due to the non-defaulting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

8.21 Federal Requirements

The City agrees to include the clauses set forth in Exhibit F in all contracts promulgated through this Agreement for which the Authority is reimbursing all or part of the costs to the City from Federal funds. In the event of any change in applicable Federal law during the term of this Agreement, the City shall also include such additional or revised clauses as may be appropriate in light of such changes in applicable Federal law.

8.22 Exhibits

Every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

8.23 Entire Agreement

This Agreement constitutes the entire agreement of the Parties and supersedes all prior written and oral agreements, understandings, and negotiations with respect to the subject matter hereof. Any and all prior agreements, understandings or representations relating to the transactions referred to herein are hereby terminated and canceled in their entirety and are of no further force and effect.

8.24 Binding Obligation

This Agreement is when executed and delivered, the legal, valid and binding obligation of the Parties hereto.

8.25 Amendments

This Agreement may not be amended except by written amendment signed by both Parties after approval of the governing boards of each Party. Notwithstanding any other provision of this Agreement to the contrary, if the form of agreement entered into between the Authority and any other Phase 2B city is different (other than clerical differences) than this form of agreement hereby approved by the Parties, whether such other form of agreement is different initially or becomes different by change or amendment thereto, the Authority, within five (5) Working Days of its actual knowledge of such difference, change, or amendment, shall notify City in writing of same. Upon receipt of such written notice the City shall have the unilateral right, but not the obligation, to cause, by written notice to Authority, an amendment to this Agreement to incorporate the same or materially similar difference, change, or amendment into this Agreement, and Authority shall not withhold approval of such amendment to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

CITY OF SAN DIMAS

By: _____
Curtis W. Morris, Mayor

Attest: _____
Ken Duran, City Clerk

APPROVED AS TO FORM:

By: _____
Mark Steres, City Attorney

METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

By: _____
Habib Balian
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Alfred E. Smith II
General Counsel

Exhibit A

DESCRIPTION OF THE PROJECT

The Metro Gold Line Foothill Extension Project is a phased project that extends the existing Metro Gold Line 24 miles to the east, from the City of Pasadena to the City of Montclair. The project will connect the cities of Arcadia, Monrovia, Duarte, Irwindale, Azusa, Glendora, San Dimas, La Verne, Pomona, Claremont, and Montclair (see Figure 1).

The extension is proceeding in two phases. The first phase – referred to as Phase 2A – begins at the terminus of the existing Gold Line (Sierra Madre Villa station) in Pasadena and ends in Azusa at Citrus Avenue. Construction of this phase began in late 2011, and is anticipated to be complete in late 2015.

The proposed second phase – referred to as Phase 2B – would provide light rail service from the terminus of Phase 2A (Azusa-Citrus station) to the City of Montclair Transcenter, located just east of Monte Vista Avenue. The project will share right-of-way with Metrolink, but the light rail trains will operate on separate tracks and use different platforms than Metrolink commuter trains. The travel time is anticipated to be approximately 18 minutes between the Azusa-Citrus station and the Montclair station.

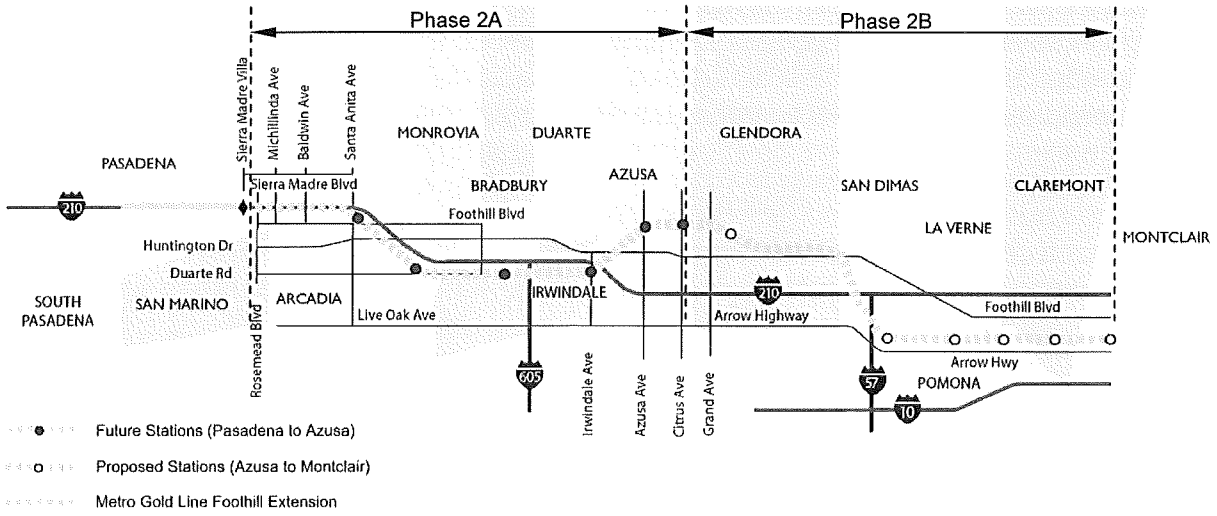


Figure 1 - Gold Line Foothill Extension Proposed Alignment

The Project includes six stations and associated parking facilities, new and modifications of existing bridge structures, numerous at-grade crossings with gate protection, and an extension of the Phase 2A power, signaling and communications systems.

The Foothill Construction Authority is responsible for managing the design and construction of the project. The Los Angeles County Metropolitan Transportation Authority (Metro) will oversee design and construction in coordination with the Authority and operate the Gold Line from Azusa to Montclair service.

Exhibit B

PROJECT SCHEDULE

[TO BE ADDED UPON FULL FUNDING OF THE PROJECT]

Exhibit C

WORK AUTHORIZATION
METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

Work Authorization # _____

Effective Date: _____

TASK or SUBTASK	DESCRIPTION OF WORK	AMOUNT
DURATION OF WORK FROM: _____ TO: _____		TOTAL AMOUNT $ _____

FOR: _____

ACCEPTED: _____

_____
TITLE

_____
DATE

FOR AUTHORITY

BY: _____
NAME

_____
TITLE

_____
DATE

* The attached Scope of work and detailed cost data are made a part of this document.

Exhibit D

LEGAL HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Exhibit E

LIST OF POTENTIAL ARBITRATORS

A. Authority Selections

TO BE PROVIDED BY AUTHORITY WITHIN EIGHT (8) WORKING DAYS AFTER THE WRITTEN REQUEST FROM EITHER PARTY FOR ARBITRATION OF ANY DISPUTE

B. City Selections

TO BE PROVIDED BY CITY WITHIN EIGHT (8) WORKING DAYS AFTER THE WRITTEN REQUEST FROM EITHER PARTY FOR ARBITRATION OF ANY DISPUTE

Exhibit F

FEDERAL REQUIREMENTS

[***Will insert current prior to execution***]

The City agrees to include the following clauses in all contracts promulgated through this Agreement for which the Authority is reimbursing all or part of the costs to the City from Federal funds:

a. Federal Changes: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

b. Fly America: Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

c. Energy Conservation: Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

d. Clean Water: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

e. Lobbying: Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.], Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Authority. This requirement shall pass through to any and all Subcontractors engaged to perform services under this Agreement.

f. Access to Records and Reports: Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Firm access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

g. Clean Air: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Contractor agrees to report each violation to the

Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

h. Recovered Materials: Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

i. No Government Obligation to Third Parties: The Authority and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

   Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

j. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

   Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that

is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

k. Debarment and Suspension: Contractor shall comply with U.S. DOT regulations, "Government wide Debarment and Suspension" (Non-procurement). This requirement shall pass to any and all subcontractors engaged to perform services under the Agreement.

l. Privacy: Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individual involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

m. Civil Rights:

Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable

equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

n. Drug Free Workplace: Contractor shall comply with the terms of the U.S. DOT regulations for Drug Free Workplace Requirements, 49 C.F.R. Part 29, Subpart F.

o. Interest of Members of or Delegates to Congress: In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Agreement or to any benefit arising there from.

p. Environmental Protection: Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

q. Access Requirements For Persons With Disabilities: Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26;

(4) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(7) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(8) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(9) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Any implementing requirements FTA may issue.

r. Buy America: Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the Unites States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the Unites States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Authority may investigate Contractor's, and subcontractor's, and any supplier's compliance with this article. If an investigation is initiated, Contractor, subcontractor, and supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this article in every subcontract or purchase order and shall enforce such conditions.

s. Cargo Preference - Use of United States-Flag Vessels: The Contractor agrees to: (i) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (ii) furnish within 20 working days following the date of loading for shipments

originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Authority (through the Contractor in the case of a subcontractor's bill-of-lading); and (iii) include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

t. Construction Activities:

Davis-Bacon and Copeland Anti-Kickback Acts

Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting

officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

Withholding

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Payrolls and Basic Records

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall

maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall

satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Apprentices and Trainees

(i) Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved

by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity: The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Compliance With Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR 5.5.

Contract Termination: Debarment

A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

Compliance With Davis-Bacon And Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Certification of Eligibility

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards

Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; Liability For Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding For Unpaid Wages And Liquidated Damages

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

u. Bonding:

Bid Bond Requirements (Construction)

(1) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to Authority and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described there under.

(2) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Authority to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of Authority.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid

opening without the written consent of Authority, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of Authority's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by Authority as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense Authority for the damages occasioned by default, then the undersigned bidder agrees to indemnify Authority and pay over to Authority the difference between the bid security and Authority's total damages, so as to make Authority whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(i) Performance bonds

(A) The penal amount of performance bonds shall be 100 percent of the original Contract price, unless the Authority determines that a lesser amount would be adequate for the protection of the Authority.

(B) The Authority may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. The Authority may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(ii) Payment bonds

(A) The penal amount of the payment bonds shall equal:

(1) Fifty percent of the Contract price if the Contract price is not more than $1 million.

(2) Forty percent of the Contract price if the Contract price is more than $1 million but not more than $5 million; or

(3) Two and one half million if the Contract price is more than $5 million.

(B) If the original Contract price is $5 million or less, the Authority may require additional protection as required by subparagraph 1 if the Contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the Authority's interest.

(i) The following situations may warrant a performance bond:

(A) Authority property or funds are to be provided to the Contractor for use in performing the Contract or as partial compensation (as in retention of salvaged material).

(B) A Contractor sells assets to or merges with another concern, and the Authority, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

(C) Substantial progress payments are made before delivery of end items starts.

(D) Contracts are for dismantling, demolition, or removal of improvements.

(ii) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

(A) The penal amount of performance bonds shall be 100 percent of the original Contract price, unless the Authority determines that a lesser amount would be adequate for the protection of the Authority.

(B) The Authority may require additional performance bond protection when a Contract price is increased. The increase

in protection shall generally equal 100 percent of the increase in Contract price. The Authority may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(iii) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the Authority's interest.

(iv) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

The penal amount of payment bonds shall equal:

(v) 50% of the Contract price if the Contract price is not more than $1 million;

(vi) 40% of the Contract price if the Contract price is more than $1 million but not more than $5 million; or

(vii) $2.5 million if the Contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the Contract contains an advance payment provision and a performance bond is not furnished. The Authority shall determine the amount of the advance payment bond necessary to protect the Authority.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The Authority shall determine the amount of the patent indemnity to protect the Authority.

Warranty of the Work and Maintenance Bonds

The Contractor warrants to Authority, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Authority, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Authority, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by Authority and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Authority. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item x below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Authority written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

v. Seismic Safety: The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

w. Nonconstruction Activities:

<u>Contract Work Hours and Safety Standards</u>

<u>Overtime Requirements</u>

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

<u>Violation; Liability For Unpaid Wages; Liquidated Damages</u>

In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor

shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding For Unpaid Wages And Liquidated Damages

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

x. Conformance with National ITS Architecture: To the extent applicable, the contactor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by TEA-21 § 5206(e) , 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

y. Notification of Federal Participation: To the extent required by law, in the announcement of any third party Contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the Authority agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party Contract.

z. Incorporation of Federal Transit Administration (FTA) Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause Authority to be in violation of the FTA terms and conditions.

Exhibit G [NOT USED]

Exhibit H

CITY-SPECIFIC ISSUES

The city maintains significant and continued concern regarding the impacts of the Gold Line system at the Bonita/Cataract intersection. The Authority and City need to continue best efforts to come up with a mutually agreeable resolve of these issues and impacts at that intersection whether it be an acceptable grade separation design and approach or an intersection reconfiguration to responsibly address the impacts of the Gold Line to our community and our historic downtown.

Should a grade separation alternative prove to be the most effective, the bridge design as a minimum shall have at least the same architectural treatments as the Gold Line alignment Santa Anita Bridge in Arcadia with tiered quality landscaped retaining walls to soften the ramps and abutment walls. At street level all the pedestrian access ways shall be wide and inviting. In addition the city and Authority will work to achieve any other aesthetic improvements to help the structure be an appropriate part of the community and the Gold Line alighment.

The location of the parking structure is yet to be specifically confirmed. The Authority needs to keep the city informed regarding the issues and alternatives associated with confirming the location of the structure. In addition, the city has a significant interest in the design of the structure its layout, aesthetics and architectural elements. The Authority needs to work with the city to achieve these objectives at the time the specific planning for the parking structure portion of the project commences.

The city is concerned with potential changes that could affect assumptions and planning concepts for the construction of the Gold Line in San Dimas over time. Therefore the city sees the benefit of maintaining an option to revisit any changed circumstances that may affect any project assumptions after a short period of time. To provide for this review, this Cooperative Agreement will expire 3 years after adoption to consider these changed circumstances. The Cooperative Agreement may then be renewed/extended an additional 2-3 years by mutual agreement.

Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of June 9, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Marco A. Espinoza, Planning Division

SUBJECT: **Consideration of Municipal Code Text Amendment 15-02**
A request to amend the uses in Specific Plan No. 18, Areas I & III, by allowing expanded retail and service business uses currently not allowed, and other minor text changes, within the San Dimas Plaza and the Fitness Plaza Shopping Centers, located at the northeast and southeast corners of Arrow Highway and Lone Hill Avenue. (APNs: 8383-010-024 thru -034, -037, -040, -045, -064, -069, -078 and 8383-020-067 thru -069, -056).

Planning Commission recommended approval 4-0 on May 21, 2015

SUMMARY

The applicant Jim Connelly, AIA was hired by Brixmore Property Group, the property management company for Area I (San Dimas Plaza), to submit a request to modify Specific Plan No. 18 to allow additional uses currently not permitted. The intent of the modification focuses on Areas I and III. Area III is on the south side of Arrow Highway and is managed by the Kouros Trust. Brixmore's request affects Area III because the Code is currently written in a way that all uses permitted and conditionally permitted in Area I are permitted in Area III. Therefore, the request had to take into account if the proposed uses were also appropriate for Area III. The Kouros Trust has been notified of the proposed changes and they have had an opportunity to review and discuss the changes with Staff.

Area I (San Dimas Plaza) was developed in 1985-86 on an approximate 20 acre site with multiple commercial buildings totaling

approximately 195,588 sq. ft. The site is currently considered a "major shopping center". Area III (Fitness Plaza) is a smaller center on 4.50

acres with about 36,829 sq. ft. of commercial and restaurant spaces and is not considered a major shopping center; it was developed in 1990.

In April, Staff presented the request to initiate a code amendment to the Planning Commission which authorized Staff to proceed with the municipal code text amendment request. The request is very similar to those processed by two of the other major shopping centers in the City, San Dimas Station North and South and the Target Center, which were all approved.

The intent of amending SP-18 is to allow noncommercial uses, such as service based businesses and recreational entertainment type of businesses to complement the existing commercial businesses.

Staff and the Planning Commission recommend approval of the modification to Specific Plan No. 18 to the City Council.

BACKGROUND

In April 2015, Staff presented to the Planning Commission a request to initiate a Municipal Code Text Amendment to allow for additional uses within Specific Plan No. 18, Areas I and III and other minor text changes. The proposed uses related to expanded retail, service and health based businesses. The Planning Commission voted to grant the applicant's request to submit a formal application for the text amendment.

On May 21, 2015, Staff presented the proposed MCTA to the Planning Commission. The Commission agreed with the proposed amendments and voted to recommend approval to the City Council. The Commission recommended that additional language be added to define that the types of office uses allowed are customer based only. Staff has added the following highlighted language to the proposed MCTA that can either be left as shown or removed at the direction of the Council.

18. "Medical offices" *means establishments that service clientele on a daily basis that provide medical, surgical, and/or psychiatric services to sick or injured persons on an out-patient basis. Such medical offices include, but are not limited to:*

a. Dental;
b. Medical clinic without ambulance service;
c. Acupuncture;
d. Optometry.

21. "Professional business offices" *means businesses that service clientele on a daily basis that provide work performed in an expert manner and typically produce an intangible product for the benefit of the customer. Such professional business offices include, but are not limited to:*

a. Accounting and billing services;
b. Communications; graphic design;
c. Consulting services;
d. Legal services;
e. Insurance office;
f. Real estate office.

In addition to the above langue the amendment also includes the following prohibited uses that additionally identify the types of office uses that are prohibited for these commercial centers.

I. Professional office uses that are noncustomer based on a daily occurrence;

No, other changes were motioned by the Commission.

ANALYSIS

The May 21, 2015, report to the Planning Commission, which is attached as Exhibit A, contains detailed analysis of the topic for your review.

RECOMMENDATION

Staff and the Planning Commission recommend that the City Council approve Municipal Code Text Amendment 15-02 as submitted.

Respectfully Submitted,

Marco A. Espinoza
Senior Planner

Attachments:

Exhibit A May 17, 2015, Planning Commission Report
Ordinance No.1232

Planning Commission Staff Report

DATE: May 21, 2015

TO: Planning Commission

FROM: Marco A. Espinoza, Senior Planner

SUBJECT: **Consideration of Municipal Code Text Amendment 15-02**
A request to amend Municipal Code Section 18.530, Specific Plan No. 18, Areas I and III to allow for expanded retail and service business uses not currently allowed and other minor text changes, within the San Dimas Plaza located at 845 – 1073 W. Arrow Highway and Fitness Plaza located at 1006 – 1086 W. Arrow Highway.
(APNs: 8383-010-024 thru -034, -037, -040, -045, -064, -069, -078 and 8383-020-067 thru -069, -056)

SUMMARY

The applicant Jim Connelly, AIA was hired by Brixmore Property Group, the property management company for Area I (San Dimas Plaza), to submit a request to modify Specific Plan No. 18 to allow additional uses currently not permitted. The intent of the modification focuses on Areas I and III. Area III is on the south side of Arrow Highway and is managed by the Kouros Trust. Brixmore's request affects Area III because the Code is currently written in a way that all uses permitted and conditionally permitted in Area I are permitted in Area III. Therefore, the request had to take into account if the proposed uses were also appropriate for Area III. The Kouros Trust has been notified of the proposed changes and they have had an opportunity to review and discuss the changes with Staff.

Area I (San Dimas Plaza) was developed in 1985-86 on an approximate 20 acre site with multiple commercial buildings totaling approximately 195,588 sq. ft. The site is currently considered a "major shopping center". Area III (Fitness Plaza) is a smaller center on 4.50 acres with about 36,829 sq. ft. of commercial and restaurant spaces and is not considered a major shopping center; it was developed in 1990.

In April, Staff presented the request to initiate a code amendment to the Planning Commission which authorized Staff to proceed with the municipal code text amendment request. The request is very similar to those processed by two of the other major shopping centers in the City, San Dimas Station North and South and the Target Center, which were all approved.

The intent of amending SP-18 is to allow noncommercial uses, such as service based businesses and recreational entertainment type of businesses to complement the existing commercial businesses.

Staff recommends the Planning Commission recommend approval of the modification to Specific Plan No. 18 to the City Council.

BACKGROUND

Specific Plan 18 was originally developed with two areas, Areas I and II. Area I consist of San Dimas Plaza, which was developed in 1985-86. The center was developed with an in-line store concept along the north property line with six free-standing commercial and restaurant pads along the southern perimeter of the site. The center also included a gas station at the southeast portion of the property. The center is well maintained and has predominantly had a low vacancy rate. The center was developed to serve the commercial needs of the residents and the freeway commuters. Area II, located just north of Area I, was developed for corporate offices and headquarters which allowed for research and development, fabrication and assembly (see aerial map, page 9). This area is predominantly built-out and the existing uses are in accordance with the Code. No changes are proposed for Area II.

In 1990, Area III was developed and incorporated into Specific Plan No. 18. The center (Fitness Plaza) was also developed as an in-line store concept. The center has had a few building modifications performed to the stand-alone buildings since its original development. The center was developed for commercial uses in mind. In 1998 an amendment to Area III was approved to conditionally allow a fitness center. The original gym operator is no longer in business; however, other operators have taken over the same suites and have continued the use.

The proposed amendment to the Specific Plan focuses on allowing serviced based businesses and recreational entertainment type of business within Areas I and III. Areas I and III were developed for commercial based businesses and not service uses. Through the approval of the Classification of Use process several office use businesses with a customer base have been approved for Area I. The applicant would like to allow additional service based businesses within the Specific Plan in order to give their customers a variety of uses and also to fill the remaining vacancies.

ANALYSIS

In the past years there have been several Municipal Code Text Amendments to allow service based businesses and recreational entertainment businesses in the major shopping centers in the City. Many of these centers were also developed for commercial and restaurant purposes and not for service based business. Since the development of many of these centers E-commerce has significantly changed the way customers shop for goods and services. Last year E-commerce accounted for 6.5 percent of all sales in the US, which translates to 304.9 billion dollars. This amount has steadily increased every year at about one percent and the trend is not about to plateau, as technology continues to advance. This loss of brick and mortar business & mom and pop shops has left some of the centers with the difficulty of filling their vacancies. In filling these vacancies many customer service based businesses that typically would have only been allowed in non-commercial zones have seen the benefits of being in commercial centers in other cities. Many of these types of businesses now want to enter the San Dimas market and have been applying for amendments to the Code to allow them in the City's shopping centers.

The MCTA before you tonight was initially initiated to allow for an instructional physical activity business and an electric car charging station use. As part of the initial review of this request Staff discussed with the applicant the feasibility of incorporating additional uses that have been recently requested at other major shopping centers. The applicant thought that it would be a worthwhile idea to add additional uses to the MCTA request. Area I currently allows primarily commercial uses and is very limited on allowing service based businesses. Allowing the proposed uses would also affect Area III as the code is written in a way that all uses allowed in Area I would be allowed in Area III. Keeping this in mind Staff has rewritten the allowable and conditionally allowed uses to be specific to Area III, since the two centers are classified differently based on their site sizes (major shopping center vs. non-major shopping center). Most of the proposed uses are primarily the same in both Areas. Area I has some additional uses that Area III does not have due to its proximity to single-family residences and the potential of possible negative effects to them. Both management parties for each center have given their input into the proposed uses and are pleased with the new uses. The amendments would expand service type businesses, allowing for a greater flexibility to fill vacancies.

Below is a sampling of the uses being proposed by the applicant (see PC Resolution 1539 for a complete list):

- Professional Business Office to include, but not limited to; medical, dental, veterinary, optometry, etc.
- Professional Service Office to include, but not limited to, travel, insurance, etc.
- Gym / Fitness / Health Club such as pilates, yoga, personal training centers etc.
- Recreational Entertainment such as inflatable jumpers and laser tag.
- Instructional Physical Activity such as dance, martial arts, trampoline, and gymnastic studios).
- Second Hand Stores.
- Electric car charging stations.

Staff feels that the above proposed uses are compatible with the commercial centers and would benefit the community at large, as many of the proposed uses are already permitted in other such centers in San Dimas. Many of those uses were permitted through a Classification of Use application process in the other centers.

One difference that Staff is proposing for this MCTA that was not part of the others is the allowance of health/exercise clubs, instructional physical activities businesses, and recreational entertainment businesses by right if they are less than 5,000 sq. ft. in size, and requiring a Conditional Use Application for those that are over. As mentioned many of these uses were already approved in other centers through a Classification of Use Application. Staff evaluated these past uses and determined that they had not had a negative effect on the centers due in part to their sizes. In order to streamline the process for these smaller types of businesses, Staff thought that they could be approved by right avoiding the three to four month processing time for a Conditional Use Permit (CUP). If Staff thinks that one of these particular businesses allowed by right might be an issue of concern, Staff has incorporated the following language that would require the review and approval of a CUP application to safeguard the center and the community:

18.530.060 Permitted uses.

Uses permitted in Area I shall include those businesses listed below which operate in compliance with the intent and standards of this district. Each business shall be evaluated in terms of its operational characteristics and specific site location. All uses in Area I shall require approval of a conditional use permit pursuant to Section 18.530.070.

18.530.070 Conditional uses.

All uses listed in Section 18.530.060, which because of operational characteristics specific to that particular business is found by the director of community development to have the potential to negatively impact adjoining properties, businesses, or residents and therefore requires additional approval and consideration. The impacts may be related to, but not necessarily limited to, impacts of traffic, hours of operation, assemblages of people, noise, or site location;

Parking

In previous MCTAs that have been recently approved, the issue of parking requirements has become a concern when reviewing the proposed uses. Many of the proposed uses generally required a higher parking ratio then what the center was developed for. In order to try to accommodate the applicant's request and the City's desire to allow the proposed uses, allowances where made in calculating the parking requirements for some of the uses. Some of the previous MCTAs were approved allowing uses that required a higher parking ratio as long as they did not exceed 10% or 20% of the total square footage of the shopping center. This solution required the leasing agents and Staff to maintain a listing of all uses, tenant square footage, and parking calculations, which had to be revised every time a business left or a new one entered the center. This process became very time consuming and trying for the leasing agent, especially if they were the new leasing agent of the center. In order to simplify this process the City Council amended the parking requirements for the larger shopping centers which are

defined as "Major Shopping Center." A major shopping center is defined as *"a single uniformly planned and developed project with a minimum total land area of twenty acres and a minimum of two major tenants within the project occupying at least twenty thousand square feet each."* The amended parking requirements are discussed further in the staff report. Other smaller centers would still need to comply with meeting the parking requirements based on all the individual uses within the center. As part of this MCTA Staff has evaluated the parking requirements of both centers; San Dimas Plaza which is in Area I qualifies as a major shopping center; the Fitness Plaza which is in Area III does not as it is only 4.5 acres.

The Fitness Plaza, Area III, was developed with 36,829 sq. ft. of commercial and restaurant spaces with a total of 220 parking spaces. The center currently is conforming in its parking requirements and as mentioned above this center would need to evaluate their parking demand when new higher parking ratio businesses desire to enter the center. Based on the current parking calculation for the center there is a surplus of 25 parking spaces which would allow for some additional uses that have a higher parking ratio.

Area I was developed with a parking ratio of one parking space per every 212 sq. ft.; a higher parking ratio than the standard ratio of one parking space for every 222 sq. ft. for major shopping centers. The center was developed with 923 parking spaces meeting the parking requirement of the Code at that time. Since then a number of parking spaces have been repurposed or redesigned to accommodate for handicap parking spaces and cart corrals. The center currently has 881 parking spaces which is the same amount of spaces required at this time at a parking ratio of one space for every 222 sq. ft. (per Code Section 18.156.050.D.4).

As mentioned, during review of the proposed uses for another center last year the Council also approved modifications to the parking requirements for major shopping centers that also affected San Dimas Plaza. The new requirements read as follows:

> ***Code Sec. 18.156.020*** *– Parking facilities, pursuant to this chapter, shall be provided for any building constructed or enlarged or for any change in use of an existing building where such use intensifies the required number of parking spaces, except for major shopping centers where additional parking is not required for uses which increase such intensity.*
>
> ***Code Sec. 18.156.040.I*** *– For major shopping centers, when uses with more intense parking exceed thirty percent of the total floor area and when there is evidence of poor distribution of use and/or parking and/or inadequate management of shared parking, the planning commission may initiate a review of the circumstances and establish conditions on the management and operation of parking and uses within the major shopping center.*
>
> ***Code Sec. 18.156.050.D.4*** *– Major Shopping Center: Four and one-half spaces per 1,000 square feet of total floor area, provided that offices shall not exceed 10% of total floor area unless a greater amount is authorized with a conditional use permit.*

Based on the new parking requirements major shopping centers like San Dimas Plaza (Area I) will have more flexibility on leasing vacant store fronts to service based businesses like the ones proposed (see Exhibit A of the Resolution). Office uses will still be limited to 10% of the center but as noted above the percentage can be increased with the approval of a Conditional Use Permit Application.

Staff thinks that the proposed uses for Areas I and III will not negatively affect the parking for the centers. Some of the more intense uses that occupy a larger square footage will still require approval of a Conditional Use Permit Application that will analyze the parking requirements for those uses on an individual bases.

Commercial vs. Service Based Business Regarding Tax Revenue
In previous MCTAs where the applicant was requesting the allowance of the same types of service based businesses the concern of the loss of sales taxes was discussed. Service based businesses do not generate sales tax revenue as do commercial businesses. Some service based businesses like medical and insurance offices have traditionally not been permitted in commercial zones. These types of businesses have been typically permitted in office-professional and light industrial zones. Since San Dimas is considered a bedroom community and does not have a large commercial base it was important to consider the loss of such tax base.

The City Council discussed these issues and felt that there still should be some limitation to these uses but that there should also be some flexibility in allowing these uses in the centers if it did not create a significant negative effect on the center and the community. The Council also considered that in the past decade consumer practices have shifted due to E-commerce and the recession. Due to these factors many commercial centers have seen an increase in vacancies which have been difficult to fill. Allowing the proposed uses would help fill those vacancies, in addition to providing jobs and services to the community. Many other cities have also allowed these additional uses within their commercial centers.

CONCLUSIONS

The intent of SP-18, Areas I and III were to create a unique commercial development that has excellent freeway access and visibility. The centers for many years have been and still are viable centers that have met the needs of its consumers, but with the change in how consumers purchase product (E-commerce) and with the recession it has become more difficult to fill its current vacancies. Commercial centers in recent years have looked to services based businesses to fill those vacancies. Such uses have worked well and helped bring additional consumers to centers. Setting a limitation with flexibility to these uses and the parking requirements will help ensure that they do not create a negative impact on the centers and the community.

RECOMMENDATION

Staff recommends that the Planning Commission recommend approval to the City Council of Municipal Code Text Amendment 15-02, a request to amend Municipal Code Section 18.530, Specific Plan No. 18, Areas I and III to allow for expanded retail and service business uses not currently allowed and other minor text changes, within the San Dimas Plaza located at 845 – 1073 W. Arrow Highway and Fitness Plaza located at 1006 – 1086 W. Arrow Highway and approve Resolution PC-1539.

Respectfully Submitted,

Marco A. Espinoza
Senior Planner

Attachments:	Appendix A -	General Information
	Exhibit A -	Aerial site plan
	PC Resolution 1539	

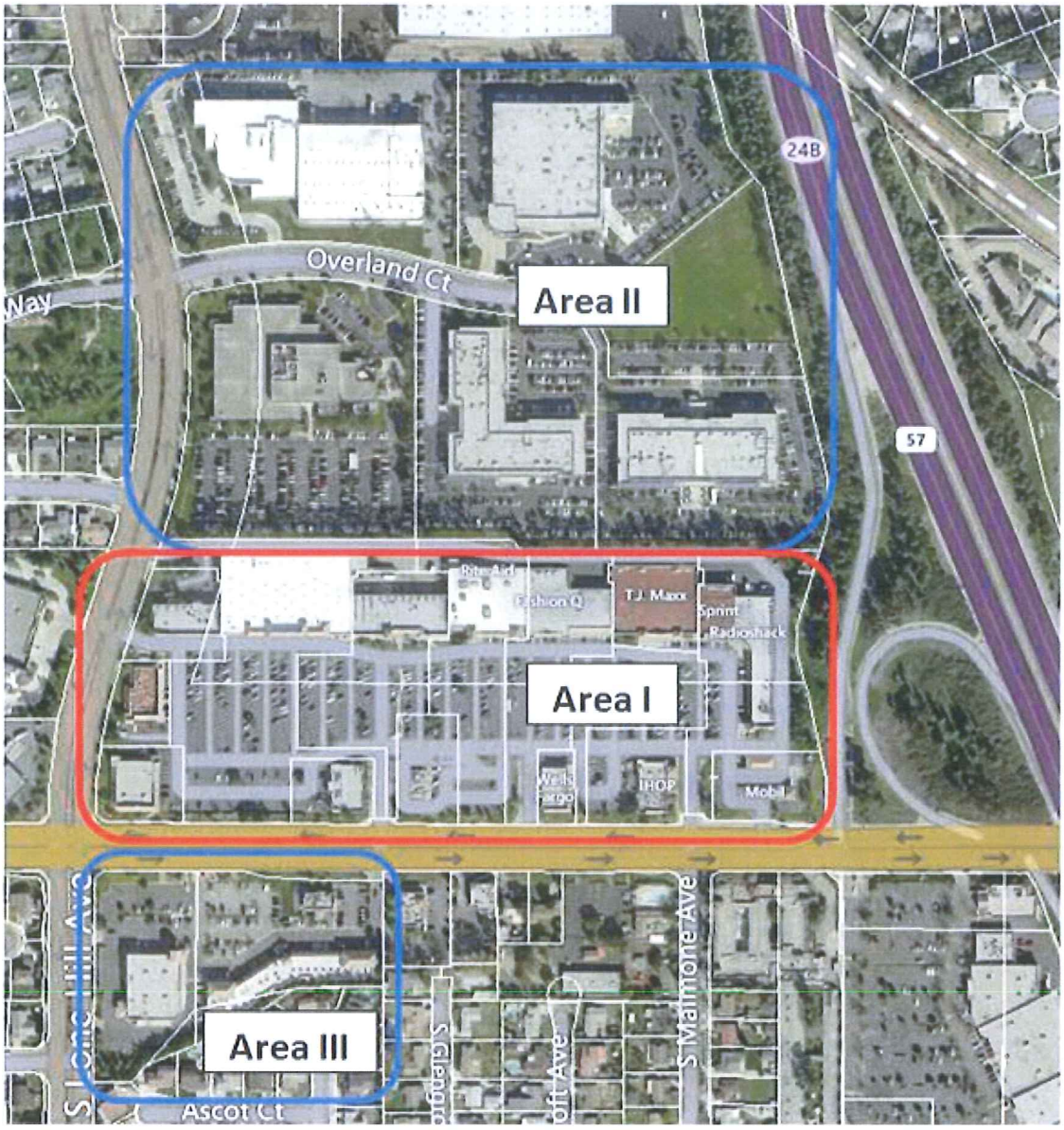
APPENDIX A

GENERAL INFORMATION

Applicant:	Jim Connelly, AIA on behalf of Brixmore G.A. San Dimas LP 4445 Eastgate Mall #407 San Diego, CA 92121
Owner:	Brixmore G.A. San Dimas LP 40 Skokie Blvd #600 Northbrook, Il 60062
Location:	San Dimas Plaza located at 845 – 1073 W. Arrow Highway & Fitness Plaza located at 1006 – 1086 W. Arrow Highway. (APNs: 8383-010-024 thru -034, -037, -040, -045, -064, -069, -078 and 8383-020-067 thru -069, -056)
General Plan:	Commercial & Industrial
Surrounding Land Use and Zoning	North: Corporate headquarters zoned Specific Plan No. 18, Area III & Commercial shopping center zoned Specific Plan No.18, Area I South: Commercial shopping center zoned Specific Plan No. 18, Area III & Commercial Highway (CH) & Single-family residents zoned Single-family 7,500. East: 57 Freeway & Commercial center zoned Commercial Highway (CH) West: Gas station and bank zoned Specific Plan No. 2 - Commercial & Single-Family Residents zoned Specific Plan No. 2 – Residential
Legal Notice:	A legal notice was published in the Inland Valley Daily Bulletin; posted at City Hall, the Library, Post Office and Via Verde Shopping Center; and was mailed to property owners within 300 feet of the project on May 7, 2015.
Environmental:	CEQA Categorical Exemption per Section 15061(b)(3) – The activity will not result in a direct or reasonably foreseeable indirect physical change in the environment.

AERIAL MAP

Specific Plan No. 18, Areas I, II, & III



AREA I Community Commercial Center

AREA II Corporate Office Park

AREA III Highway Commercial Center

ORDINANCE NO. 1232

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS ADOPTING MUNICIPAL CODE TEXT AMENDMENT 15-02 TO AMEND THE USES IN CHAPTER 18.530, SPECIFIC PLAN NO. 18, AREAS I & III, BY ALLOWING EXPANDED RETAIL AND SERVICE BUSINESS USES CURRENTLY NOT ALLOWED, AND OTHER MINOR TEXT CHANGES

THE CITY COUNCIL OF THE CITY OF SAN DIMAS DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 18 of the San Dimas Municipal Code shall be amended, as provided for in Exhibit "A"

SECTION 2. This Ordinance shall take effect 30 days after its final passage, and within 15 days after its passage the City Clerk shall cause it to be published in the Inland Valley Daily Bulletin, a newspaper of general circulation in the City of San Dimas hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED THIS xx DAY OF xx, 2015.

_____

Curt Morris, Mayor of the City of San Dimas

ATTEST:

_____

Debra Black, Deputy City Clerk

I, DEBRA BLACK, DEPUTY CITY CLERK of the City of San Dimas, do hereby certify that Ordinance No. 1232 was regularly introduced at the regular meeting of the City Council on June 09, 2015, and was thereafter adopted and passed at the regular meeting of the City Council held on _____, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I DO FURTHER CERTIFY that within 15 days of the date of its passage, I caused a copy of Ordinance 1232 to be published in the Inland Valley Daily Bulletin.

_____
Debra Black, Deputy City Clerk

EXHIBIT A

Municipal Code Text Amendment 15-02

*New text changes are in Blue and Underlined

*Deleted text is in ~~Red and Strikethrough~~

Chapter 18.530

SPECIFIC PLAN NO. 18*

Sections:

Article I. General
18.530.010 Purpose and intent.
18.530.020 Authority and scope.
18.530.030 Location.
18.530.040 General notes and conditions.
18.530.050 Definitions

Article II. Land Use Development Plan—Area I—Community Commercial Center
18.530.050 Purpose.
18.530.060 Permitted uses.
18.530.070 Conditional uses.
18.530.080 Prohibited uses.

Article III. Land Use Development Plan—Area II—Corporate Office Park
18.530.090 Purpose.
18.530.100 Permitted uses.
18.530.110 Conditional uses.
18.530.120 Prohibited uses.

Article IV. Land Use Development Plan—Area III—Highway Commercial Center
18.530.122 Purpose.
18.530.124 Permitted uses.
18.530.126 Conditional uses.
18.530.128 Prohibited uses.

Article V. Development Plan and Standards
18.530.130 Location.
18.530.140 Area I—Community commercial center.
18.530.150 Area II—Corporate office park.
18.530.152 Area III—Highway commercial centers.
18.530.160 General development standards.

Article VI. Plan Review and Disposition

18.530.170 Review requirements—Development plans.

18.530.180 Precise plan review requirements.

18.530.190 Plan disposition.

***Editor's Note:** Exhibit~~s and appendices~~ relating to Specific Plan No. 18 ~~are~~ is located at the end of this chapter.

Article I. General

18.530.010 Purpose and intent.

A. The purpose of Specific Plan No. 18 is to take full advantage of excellent freeway access and visibility and to encourage the development of major commercial enterprises, as well as those related to the needs of freeway travelers. Its purpose is to provide for the development of this property as a coordinated comprehensive project and to take advantage of the superior environment which will result in a land use plan that serves the community at large as well as surrounding communities and provides the highest and best land use of the property. The regulations of Specific Plan No. 18 are intended to create a combination of uses and development standards specifically for the project area while ensuring substantial compliance with the spirit, intent and provisions of this code.

B. The intent of Specific Plan No. 18 is to combine uses that serve the community and the greater area surrounding the city. To that end, the plan intends to combine a community commercial center and a corporate business park which are both unified on one property, but independent of each other. The community center will provide the normal daily needs of the employees of the business park, through its restaurants, market and dry goods establishments. The business park will provide employment which will sustain, in part, the community center and its restaurants.

C. It is the intent of the planning commission and city council to create development standards which are unique to this property and which ensure a cohesive development after reshaping the property, providing for a well designed plan, sensitive, and complimentary to the community.

18.530.020 Authority and scope.

The adoption of Specific Plan No. 18 by the city is authorized by Title 7, Division 1, Chapter 3, Articles 8 and 9 of the California Government Code, Sections 65450 and 65507. Specific Plan No. 18 applies only to that property within the city indicated on the attached exhibits, located at the end of this chapter.

18.530.030 Location.

Specific Plan No. 18 applies to the 50± acre area located on the northeast corner of Arrow Highway and Lone Hill Avenue and a 4.95 acre parcel on the southeast corner of Lone Hill Avenue and Arrow Highway per the attached Exhibit A.

18.530.040 General notes and conditions.

A. Unless otherwise specified, all development within Specific Plan No. 18 shall comply with this code. Terms used in this chapter shall have the same meaning as defined elsewhere in this code unless otherwise defined in this chapter.

B. All references in this chapter relate to ordinances in this code as currently written unless expressly provided to the contrary. In the event that any condition or term set forth in this chapter is declared illegal or unenforceable, the other terms and conditions shall remain in full force and effect to the full extent permitted by law.

C. The specific plan is an instrument for guiding, coordinating, and regulating the development of property within the area designated on the area map attached to the ordinance codified in this chapter and located at the end of this chapter as Exhibit A. The plan replaces the usual zoning regulations.

D. All construction within the boundaries of the specific plan shall comply with all provisions of the Uniform Building Code and the various mechanical, electrical and plumbing codes adopted by the city.

E. Minor modifications to the specific plan which do not give rise to conflicts with the intent of this specific plan as approved, may be approved by the director of community development at his discretion.

F. Buildings, structures and land shall be used and buildings and structures shall hereafter be erected, structurally altered, or enlarged only for the permitted and conditionally permitted uses of areas I, II and III of this specific plan. All uses and storage shall be conducted within a totally enclosed building, except as otherwise provided.

18.530.050 Definitions

Unless the context otherwise requires, or unless different definitions are set forth in individual titles, chapters, or sections of this title, the words or phrases defined in this chapter shall have the meaning and construction ascribed to them in this chapter. When not inconsistent with the context, words in the singular shall include the plural and words in the plural shall include the singular. The word "shall" is mandatory and the word "may" is permissive. Words and phrases not defined in this chapter shall be as defined in the following sources and in the following order: other chapters of this code, definitions contained in city adopted chapters of the Uniform Building Codes, definitions contained in legislation of the state, Webster's Dictionary.

1. "Accessory use" means a use that is incidental and secondary to the principal use of the main building or the use of the land and devoted exclusively to the main use of the lot or building.

2. "Building" means a structure built or maintained for the support, shelter or enclosure of persons, animals, chattels or property of any kind. The word "building" as used in this title includes the word "structure."

3. "Building coverage" means the gross area of a lot or parcel of land occupied by all of the ground floor of a building or structure which is under roof. As a percentage, it is the relationship between the ground floor area of the building under roof and the net area of the site.

4. "Building height" means the maximum vertical distance between the ground and the uppermost part of the structure through any vertical section.

5. "Business" means the purchase, sale or other transaction or place thereof involving the handling or disposition of any article, substance or commodity for livelihood or profit, including an addition, operation or provision of any service or service establishment, office building, outdoor advertising sign and/or structure, recreational and/or amusement enterprise conducted for livelihood or profit.

6. "City" means the city of San Dimas.

7. "Clinic" means an establishment where patients are admitted for examination and treatment by one or more physicians, dentists, psychologists or social workers and where patients are not lodged overnight.

8. "Commercial/retail businesses" means businesses that engage in selling goods or merchandise to the general public as well as to other retailers or businesses, and rendering services incidental to the sale of goods.

9. "Council" or "city council" means the city council of the city.

10. "Drive-in" means an establishment which provides parking facilities and service to those facilities in order that patrons may utilize on-site goods and/or services without leaving their vehicles. The drive-in service may be in conjunction with, or exclusive of, any other form of service, including drive-through or conventional seating.

11. "Drive-through" means an establishment which offers service via a convenience automobile drive aisle and associated facilities in order that patrons may utilize goods and/or services without leaving their vehicles. The drive-through service may be in conjunction with, or exclusive of, any other form of service, including drive-in or conventional seating.

12. "Driveway" means an unobstructed paved area providing access to a vehicle parking, loading or maneuvering facility.

13. "Enclosed building" or "enclosed structure" means a building enclosed by a permanent roof and on all sides by solid exterior walls pierced only by windows and customary entrance and exit doors.

14. Floor area, gross. "Gross floor area" means the total horizontal area of a building under roof, in square feet, including to the outside of the exterior walls of all floors.

15. "Health/exercise clubs" means businesses that provide health related physical fitness components that have a relationship with good health. The components are commonly defined as body composition, cardiovascular fitness, flexibility, muscular endurance and strength. Health/exercise club businesses include, but are not limited to:

a. Gym;
b. Personal training center;
c. Health spa;
d. Pilates studio;
e. Yoga studio.

16. "Instructional physical activities business" means businesses that provide health related physical fitness components that have a relationship with good health. The uses listed below are all instructional based. Instructional physical activities businesses include, but are not limited to:

a. Dance studio;
b. Martial art studio;
c. Gymnastic studio;
d. Trampoline studio.

17. "Main use" means any use of a building, structure or land which is not clearly and entirely incidental, secondary or accessory to some other use on the same parcel or unit of development.

18. "Medical offices" means establishments that service clientele on a daily bases that provide medical, surgical, and/or psychiatric services to sick or injured persons on an out-patient basis. Such medical offices include, but are not limited to:

a. Dental;
b. Medical clinic without ambulance service;
c. Acupuncture;
d. Optometry.

19. "Off-street parking space" means a temporary storage area for a motor vehicle that is not located on a street right-of-way, dedicated or private.

20. "Parking area" or "parking lot" means a portion of a site devoted to the temporary parking of motor vehicles, including the actual parking spaces, aisles, access drives and related landscaped areas.

21. "Professional business offices" means businesses that service clientele on a daily bases that provide work performed in an expert manner and typically produce an intangible product for the benefit of the customer. Such professional business offices include, but are not limited to:

a. Accounting and billing services;
b. Communications; graphic design;
c. Consulting services;
d. Legal services;
e. Insurance office;
f. Real estate office.

22. "Recreational entertainment businesses" means businesses that provide an entertainment value as one performs a physical activity such as running, jumping, swinging and/or walking. Most of these types of businesses tend to be geared to children and young adults. They also tend to host parties but do not provide food that is cooked on-site. Such recreational entertainment businesses include, but are not limited to:

a. Laser tag;
b. Inflatable jumpers.

23. "Retail" means the selling of goods, wares or merchandise directly to the ultimate consumer or persons without a resale license.

24. "Service business" means infrequent, technical, and/or unique functions performed by independent consultants whose occupation is the rendering of such services. Such service businesses include, but are not limited to:

a. Barber and beauty shop;
b. Nail salons;
c. Dry cleaners;
d. Small appliance repair;
e. Computer repair;
f. Shoe repair;
g. Watch repair;
h. Pharmacy;
i. Tanning salon;

j. Tailors and seamstresses.

25. "Sign" means any device or part thereof capable of visual communication or attraction including any announcement, declaration, demonstration, display, illustration, insignia or symbol used to advertise or promote the interest of any person, partnership, association, corporation, institution, organization, product, service, event, location or other business entity by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images. "Sign" shall not include any official notice, directional, warning, or information signs or structures issued by any federal, state, county or municipal authority.

26. "Storage area" means an area used or intended for the storage of materials, refuse or vehicles and equipment not in service. Storage areas shall not incorporate any other areas of project development such as parking areas, landscaping, and yard areas unless specifically authorized by the applicable land use regulations.

Article II. Land Use Development Plan—Area I—Community Commercial Center

18.530.050 Purpose.

The purpose of area I is to provide for an aesthetically pleasing development for a community commercial shopping center to serve the needs of the community and the greater surrounding area. It is further provided that development of the shopping center be in a manner ensuring compatible use of land, encouraging creative and imaginative site planning and ensuring integrated design and control of design.

18.530.060 Permitted uses.

Permitted uses in area I of Specific Plan No. 18 are as follows:

A. Any retail, other than auto and truck sales, or service business, which is conducted entirely within a totally enclosed building, provided that no business involv~~ing~~es ~~the~~ manufacture, fabrication or wholesaling, secondary and incidental to another permitted use ~~and~~ unless it has received prior written approval from the director of community development upon finding that it is not more obnoxious or detrimental to the public health, safety and welfare than any other permitted use. The determination of the director of community development may be appealed to the development plan review board and, thereafter, the city council in accordance with Chapter 18.~~192~~212;

B. Major home improvement retail businesses which draw customers from a large region, and groups of small home improvement retail businesses where such businesses do not have regional drawing power;

C. Hardware Stores;

D. New home furnishing and appliance outlets;

~~C~~E. Uses which are directly related to the needs of freeway travelers and which are dependent on large traffic volume including, but not limited to, department stores, minor commercial uses related, secondary and incidental to an otherwise permitted use, and similar freeway oriented uses which may be approved by the director of community development upon finding that they are not more obnoxious or detrimental to the public health, safety and welfare than any other permitted uses. The determination of the

director of community development may be appealed to the development plan review board and, thereafter, the city council in accordance with Chapter 18.~~192~~212;

~~D~~F.Restaurants, including take-out service businesses, but not including drive-in or drive-through service facilities;

~~E~~G. Specialty commercial uses, such as antique shops, jewelry stores, music stores, food, wholesale, and catalog stores, electronic and telecommunication stores, and auto and truck parts and supply businesses and similar uses;

H. Financial institutions, including banks, savings and loan associations, and credit unions;

I. Medical office to include, but not limited to, such uses as medical clinics, dental, and optometry;

J. Professional business office to include, but not limited to, accounting and billing services, insurance office, legal services and graphic design office;

K. Service business to include, but not limited to, nail shop, barber and beauty shop, shoe repair, watch repair and dry cleaners, etc., these uses are intended to have daily customer foot traffic;

L. Day spas;

M. Veterinary and pet grooming;

N. New auto show room; no test driving, no repairs, no outdoor storage;

O. Health/exercise club (no larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as: personal trainers, pilates, and yoga; no outdoor activities permitted;

P. Recreational entertainment (no larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as: inflatable jumper facilities and laser tag;

Q. Instructional physical activities (no larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as dance studio, martial arts studio, and trampoline;

~~F~~R.Accessory game arcade up to a maximum of six machines provided that such machines are secondary and incidental to a permitted use in this zone which is also defined by Section 18.08.012;

~~G~~S. Accessory billiard use, up to a maximum of four tables, which is secondary and incidental to a use permitted or permitted with a conditional use permit, in this zone which is also defined by Section 18.08.007 of this title.

~~H~~T.Accessory Massage permitted with the following primary businesses: day spa, beauty salon, barbershop, medical doctor's office and similar uses.

U. Accessory Uses. Accessory uses shall be permitted provided that such use is a secondary and incidental use to a permitted use in this specific plan. The appropriateness of the associated use shall be determined by the director of development services. The accessory use shall not occupy more than forty-nine percent of the tenant space excluding hallways, bathrooms, lunch rooms, offices, locker rooms and storage rooms;

V. Other uses which are consistent with the intent and provisions of the specific plan, as determined by the director of development services, in accordance with Section 18.192.040. The determination of the director of development services may be appealed to the development plan review board and thereafter to the city council in accordance with Chapter 18.212 of this title.

18.530.070 Conditional uses.

~~Conditional uses in area I of Specific Plan No. 18 are as follows:~~

The following uses shall be permitted in Area I of Specific Plan No. 18 subject to a conditional use permit pursuant to Chapter 18.200:

A. All uses listed in Section 18.530.060, which because of operational characteristics specific to that particular business is found by the director of development services to have the potential to negatively impact adjoining properties, businesses or residents, and therefore requires additional approval and consideration. The impacts may be related to, but not necessarily limited to, impacts of traffic, hours of operation, assemblages of people, noise, or site location;

~~A~~B.Automobile and truck sales and lease of new vehicles only;

~~B~~C. Gasoline service stations;

~~C~~D. Theaters, walk-in and indoor only;

~~D~~E. Hotel or motel, including retail establishments as part of a hotel or motel complex;

~~E~~F.On or off-site alcoholic beverages, provided that such use is incidental and ancillary to another permitted use;

~~F~~G. Fast-food restaurant uses, including drive-through service;

H. Health/exercise club (larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as: personal trainers, pilates, and yoga; no outdoor activities permitted;

I. Recreational entertainment (larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as: inflatable jumper facilities and laser tag;

J. Instructional physical activities (larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as dance studio, martial arts studio, and trampoline;

K. Thrift stores;

L. Car wash/self-service car wash;

M. Electric car charging station for a maximum of five (5) vehicles;

H. Financial institutions, including banks, savings and loan associations, and credit unions with drive-through service;

L. Pet Hotel;

~~G. Office uses other than regional scale office uses, provided that such uses are developed together with a permitted retail use or uses and provided that the total gross floor area devoted to office uses does not exceed fifty percent of the gross floor area of the entire development in which office uses are provided. Required parking spaces shall be calculated by adding the total number of parking spaces required for each type of use on the subject lot or parcel, in accordance with Chapter 18.156, as amended;~~

~~H~~M. Outdoor storage as an accessory to home improvement centers and plant nursery operations;

~~I~~N. Accessory game arcade consisting of seven or more machines within an indoor recreation facility.

O. Other uses which are consistent with the intent and provisions of the specific plan, as determined by the director of development services, in accordance with Section 18.192.040. The determination of the director of development services may be appealed to the development plan review board and thereafter to the city council in accordance with Chapter 18.212 of this title.

18.530.080 Prohibited uses.

Prohibited uses in area I of Specific Plan No. 18 are as follows:

A. Industrial uses;

B. Gambling facilities;

C. Residential uses;

D. Wholesaling or warehousing operations;

E. Billboards and other similar off-site outdoor advertising structures;

F. Game arcades, other than accessory game arcades specifically authorized by this chapter;

G. ~~The sale of used, second products or surplus, repurchased products;~~ Fortunetelling;

H. Massage as a primary use;

I. Professional office uses that are noncustomer based on a daily occurrence;

J. Child care facility;

K. Educational institutions;

L. Vocational schools;

M. Church and related facilities;

N. Tattoo and/or piercing parlors;

O. Hookah and/or smoking lounge including electronic cigarettes;

P. Self-service laundry facilities;

Q. Banquet facilities;

R. Check cashing stores;

S. Gold exchange stores;

T. Community centers and meeting halls;

~~H~~U. ~~Other uses determined to be inconsistent with the intent and provisions of area I, as determined by the director of community development, in accordance with Chapter 18.192. (Ord. 1083 § 9, 1997; Ord. 911 § 11 (C), 1989; Ord. 834 § 1, 1985)~~ Other uses which are inconsistent with the intent and provisions of the zone, as determined by the director of development services, in accordance with Section 18.192.040. The determination of the director of development services may be appealed to the development plan review board and thereafter the city council in accordance with Chapter 18.212 of this title.

Article III. Land Use Development Plan—Area II—Corporate Office Park

18.530.090 Purpose.

The purpose of area II is to provide for an aesthetically pleasing development for corporate offices and headquarters which will also allow a conducive environment for research and development, fabrication and assembly, research institutions and administrative facilities. Corporate park developments shall encourage creative and imaginative site and architectural designs which will compl~~i~~ement the community.

18.530.100 Permitted uses.

Permitted uses in area II of Specific Plan No. 18 are as follows:

A. Research and development laboratories and institutes;

B. Electromechanical and electronic products and instruments manufacturing;

C. Cartography, book binding, printing, lithography, blueprinting and photoengraving;

D. Fabrication and designing of components, metallurgical products;

E. Precision machine shops for prototype production;

F. Assembly and fabrication of products which are the result of research and development conducted on the premises;

G. Administrative, professional, medical, business offices and institutional offices, and such facilities as are accessory functions of permitted uses in this section;

H. Optical research and processing;

I. Pharmaceutical research and processing;

J. Vitamin processing;

K. Communication equipment buildings, motion picture processing, radio and television broadcasting studios, recording studios;

L. Warehouses, as an accessory function to permitted uses and subject to the approval of the director of community development;

M. Accessory massage permitted with the following primary businesses: medical doctor's office and similar uses.

18.530.110 Conditional uses.

Conditional uses in area II of Specific Plan No. 18 are as follows:

A. Eating places, provided they are accessory and directly related to permitted uses and provided they shall not include drive-in or drive-through service;

B. On-site sale of alcoholic beverages, provided that such use is secondary and incidental to a permitted use;

C. Chemical laboratories, compounding of chemicals for research and development;

D. Heliports;

E. Animal experimental research institute;

F. Parking for corporate vehicles of ten or more.

18.530.120 Prohibited uses.

Prohibited uses in area II of Specific Plan No. 18 are as follows:

A. All uses permitted and conditionally permitted in area I of this specific plan;

B. Manufacture or processing of raw materials;

C. Gambling facilities;

D. Residential uses;

E. Billboards and other similar off-site outdoor advertising structures;

F. Coin or token operated games of skill;

G. Other uses inconsistent with the intent and provisions of this zone, as determined by the director of community development, in accordance with Section 18.192.040. The determination of the director of community development may be appealed to the development plan review board and thereafter, the city council in accordance with Chapter 18.192.

Article IV. Land Use Development Plan—Area III—Highway Commercial Center

18.530.122 Purpose.

The purpose of area III is to provide for an aesthetically pleasing development for a highway commercial shopping center as an adjunct to the community commercial center in area I. It is further provided that the development of the commercial center be in a manner to ensure compatible land uses and encourage creative and imaginative site planning with an integrated design.

18.530.124 Permitted uses.

~~Permitted uses in area III are all permitted uses allowed in area I. (Ord. 949 § 3, 1990)~~

Permitted uses in area III of Specific Plan No. 18 are as follows:

A. Any retail, other than auto and truck sales, or service business, which is conducted entirely within a totally enclosed building, provided that no business involves manufacture, fabrication or wholesaling, secondary and incidental to another permitted use unless it has received prior written approval from the director of community development upon finding that it is not more obnoxious or detrimental to the public health, safety and welfare than any other permitted use. The determination of the director of community development may be appealed to the development plan review board and, thereafter, the city council in accordance with Chapter 18.212;

B. Major home improvement retail businesses which draw customers from a large region, and groups of small home improvement retail businesses where such businesses do not have regional drawing power;

C. Hardware Stores;

D. New home furnishing and appliance outlets;

E. Uses which are directly related to the needs of freeway travelers and which are dependent on large traffic volume including, but not limited to, department stores, minor commercial uses related, secondary and incidental to an otherwise permitted use, and similar freeway oriented uses which may be approved by the director of community development upon finding that they are not more obnoxious or detrimental to the public health, safety and welfare than any other permitted uses. The determination of the director of community development may be appealed to the development plan review board and, thereafter, the city council in accordance with Chapter 18.212;

F. Restaurants, including take-out service businesses, but not including drive-in or drive-through service facilities;

G. Specialty commercial uses, such as antique shops, jewelry stores, music stores, food, wholesale, and catalog stores, electronic and telecommunication stores, and auto and truck parts and supply businesses and similar uses;

H. Financial institutions, including banks, savings and loan associations, and credit unions;

I. Medical office to include, but not limited to, such uses as medical clinics, dental, and optometry;

J. Professional business office to include, but not limited to, accounting and billing services, insurance office, legal services and graphic design office;

K. Service business to include, but not limited to, nail shop, barber and beauty shop, shoe repair, watch repair and dry cleaners, etc., these uses are intended to have daily customer foot traffic;

L. Day spas;

M. Veterinary and pet grooming;

N. New auto show room; no test driving, no repairs, no outdoor storage;

O. Health/exercise club (no larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as: personal trainers, pilates, and yoga; no outdoor activities permitted;

P. Recreational entertainment (no larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as: inflatable jumper facilities and laser tag;

Q. Instructional physical activities (no larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as dance studio, martial arts studio, and trampoline;

R. Accessory game arcade up to a maximum of six machines provided that such machines are secondary and incidental to a permitted use in this zone which is also defined by Section 18.08.012;

S. Accessory billiard use, up to a maximum of four tables, which is secondary and incidental to a use permitted or permitted with a conditional use permit, in this zone which is also defined by Section 18.08.007 of this title.

T. Accessory Massage permitted with the following primary businesses: day spa, beauty salon, barbershop, medical doctor's office and similar uses.

U. Accessory Uses. Accessory uses shall be permitted provided that such use is a secondary and incidental use to a permitted use in this specific plan. The appropriateness of the associated use shall be determined by the director of development services. The accessory use shall not occupy more than forty-nine percent of the tenant space excluding hallways, bathrooms, lunch rooms, offices, locker rooms and storage rooms;

V. Other uses which are consistent with the intent and provisions of the specific plan, as determined by the director of development services, in accordance with Section 18.192.040. The determination of the director of development services may be appealed to the development plan review board and thereafter to the city council in accordance with Chapter 18.212 of this title.

18.530.126 Conditional uses.

~~Conditional uses in area III are:~~ The following uses shall be permitted in Area III of Specific Plan No. 18 subject to a conditional use permit pursuant to Chapter 18.200:

A. ~~All conditional uses allowed in area I; and~~ All uses listed in Section 18.530.124, which because of operational characteristics specific to that particular business is found by the director of development services to have the potential to negatively impact adjoining properties, businesses or residents, and therefore requires additional approval and consideration. The impacts may be related to, but not necessarily limited to, impacts of traffic, hours of operation, assemblages of people, noise, or site location;

B. ~~Fitness centers. (Ord. 1185 § 22, 2008; Ord. 1091 § 1, 1998; Ord. 1085 § 15, 1998; Ord. 949 § 3, 1990)~~ Automobile and truck sales and lease of new vehicles only;

C. Gasoline service stations;

D. Hotel or motel, including retail establishments as part of a hotel or motel complex;

E. On or off-site alcoholic beverages, provided that such use is incidental and ancillary to another permitted use;

F. Fast-food restaurant uses, including drive-through service;

G. Health/exercise club (larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as: personal trainers, pilates, and yoga; no outdoor activities permitted;

H. Recreational entertainment (larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as: inflatable jumper facilities and laser tag;

I. Instructional physical activities (larger than 5,000 gross sq. ft.) to include, but not limited to, uses such as dance studio, martial arts studio, and trampoline;

J. Electric car charging station for a maximum of five (5) vehicles;

K. Financial institutions, including banks, savings and loan associations, and credit unions with drive-through service;

L. Accessory game arcade consisting of seven or more machines within an indoor recreation facility.

M. Other uses which are consistent with the intent and provisions of the specific plan, as determined by the director of development services, in accordance with Section 18.192.040. The determination of the director of development services may be appealed to the development plan review board and thereafter to the city council in accordance with Chapter 18.212 of this title.

18.530.128 Prohibited uses.

Prohibited uses in area III are all uses listed as prohibited in area I.

Article V. Development Plan and Standards

18.530.130 Location.

The subject property is located on the northeast and southeast corners of Arrow Highway and Lone Hill Avenue and encompasses approximately 5~~0~~4± acres. All development within ~~the~~ specific plan no. 18 ~~area I~~ shall generally conform to Exhibit ~~B~~A. ~~Area II development has not been defined. Area III development shall generally conform to Exhibit B~~. All areas shall conform to the development standards established in Sections 18.530.140 through 18.530.160.

18.530.140 Area I—Community commercial center.

Development standards in area I of Specific Plan No. 18 are as follows:

A. Lot Area. There are no lot area provisions;

B. Lot Dimensions. There are no lot dimension provisions;

C. Building and Parking Setbacks.

1. A minimum twenty-five foot setback, measured from the property line, shall be provided along Arrow Highway and Lone Hill Avenue,

2. The required setback shall be fully landscaped, irrigated and maintained in a weed and disease free manner at all times;

D. Building Height. No building or structure erected in this area shall exceed thirty feet. Exceptions to this may be approved by the development plan review board, up to twenty-five percent;

E. Off-street Parking. The provisions of Chapter 18.156, as amended, shall apply~~,~~. *Area I was originally developed at a parking ratio of ~~except that parking shall be calculated at~~ 4.7 spaces per thousand square feet of gross floor area;

F. Signs. The provisions of Chapter 18.152, as amended, ~~shall apply~~ and the center's master sign program shall apply;

G. Outside Storage. There shall be no outside storage of any materials at any time on the property. Further, no parking of commercial vehicles, except for loading and unloading purposes, except as approved by the development plan review board;

H. Trash Storage. A city standard trash storage area shall be provided in an appropriate location convenient to the user;

~~I. Restaurant. A restaurant shall not exceed twenty percent of the gross floor area of all buildings in area I. (Ord. 834 § 1 (D), 1985)~~

18.530.150 Area II—Corporate office park.

Development standards in area II of Specific Plan No. 18 are as follows:

A. Lot Area. Minimum lot or parcel size shall be 2.0± acres.

B. Lot Dimensions. There are no lot dimension provisions.

C. Setbacks.

1. Lone Hill Avenue—Building and Parking. A minimum twenty-five foot setback, measured from the property line,

2. Interior Street—~~Street A.~~ Overland Court.

a. Parking. A minimum fifteen foot setback, measured from the property line,

b. Building. A minimum twenty-five foot setback, measured from the property line;

3. Side Yards.

a. Parking. A minimum five foot setback, measured from the property line,

b. Building. A minimum fifteen foot setback, measured from the property line;

4. Rear Yards—Between Areas I and II. Parking and building setbacks are a minimum of ten foot setback with an average of fifteen feet measured between the usable area of either area;

5. Buffer—Rear Yard at North Property Line.

a. Parking. A minimum fifteen foot setback, measured from the property line,

b. Building. A minimum forty-five foot setback, measured from the property line;

6. The required setbacks shall be fully landscaped and irrigated and maintained in a weed and disease free manner at all times.

D. Building Height.

1. No building or structure erected in this area shall exceed forty feet measured from the street curb.

2. Penthouses or roof structures for the housing of air conditioning units, elevator housing, stairways, electrical gear panels, mechanical equipment located on top of the roof of the building may be erected higher than the building height, not to exceed an additional ten feet. All such enclosures shall be enclosed within an enclosure compatible with the architectural design of the building.

E. Off-Street Parking. The provisions of Chapter 18.156, as amended, shall apply.

F. Signs. Free-standing, low silhouette, doublefaced, or single-faced signs identifying the office building shall be permitted pursuant to the following conditions:

1. One square foot of sign area shall be permitted for each lineal foot of building frontage. Maximum sign area permitted shall not exceed one hundred square feet per face;

2. Not more than one such double-faced or single-faced sign may be installed on a street frontage, and the sign may be installed within the required setback if it does not present a hazard to vehicular traffic;

3. The height shall be determined by the director of community development, subject to his finding that the height limit established is sufficient based on the suitability of the sign for communication purposes and upon the signs architectural compatibility to the structure it serves. Maximum height shall be ten feet.

4. Directional signs shall be permitted pursuant to the following conditions:

a. One exterior directory sign shall be permitted at each main building entrance not to exceed sixteen square feet,

b. Directory signs shall be five feet in height maximum;

5. Nameplate identifying the name of a business occupying each office space is permitted, not to exceed one square foot per occupant.

6. Building mounted signs may be provided subject to the following conditions:

a. Building wall signs, no part of which shall extend above the highest part of the wall to which it is affixed, shall be mounted flush to the building wall;

b. Maximum sign area for all building wall signs shall not exceed one hundred fifty square feet per building;

c. Design, sign area and location are subject to review and approval by the development plan review board pursuant to the provisions of Chapter 18.12 of this title.

G. Outside Storage. There shall be no outside storage of any materials at any time on the property. Further, no parking of commercial vehicles, except for loading and unloading purposes, except as approved by the development plan review board.

H. Trash Storage. City standard trash storage areas shall be provided in appropriate locations convenient to the users.

I. Building construction shall be Types I through IV as identified in the Uniform Building Code.

18.530.152 Area III—Highway commercial centers.

Development standards in area III of this specific plan are as follows:

A. Lot area, no provisions.

B. Lot dimensions, no provisions.

C. Building and Parking Setbacks. A minimum twenty-five foot setback, measured from the property line, shall be provided along Arrow Highway. A minimum ten foot setback shall be provided along Lone Hill Avenue.

The required setback shall be fully landscaped, irrigated and maintained in a weed and disease free manner at all times.

D. Building Height. No building or structure erected in this area shall exceed thirty feet. Exceptions to this may be approved by the development plan review board up to twenty-five percent.

E. Off-street parking. The provisions of Chapter 18.156, as amended, shall apply;

~~E~~F. Signs. The provisions of Chapter 18.152 ~~shall apply~~ and the center's master sign program shall apply.

~~F~~G. Outside Storage. There shall be no outside storage of any materials at any time on the property. Further, no parking of commercial vehicles, except for loading and unloading purposes, except as approved by the development plan review board.

~~G~~H. Trash Storage. A city standard trash storage area shall be provided in an appropriate location convenient to the user.

~~H~~I. Restaurants. Restaurants shall not exceed ~~fifteen~~ twenty percent of the gross floor area of all buildings, including any outdoor retail area in area III.

18.530.160 General development standards.

These standards shall apply to areas I, II and III of this specific plan.

A. Lighting. All outside lighting shall be decorative and in keeping with the theme of the architectural style of the project and shall be so arranged and shielded as to prevent any glare or reflection, any nuisance, inconvenience or hazardous interference of any kind on adjoining rights-of-way or property. ~~No light standard shall exceed a height of fifteen feet. Interior lighting in area I may be increased in height to thirty feet subject to approval of the development plan review board.~~

B. Utilities. All utilities provided to serve these uses and buildings shall be installed underground. ~~except as otherwise provided for in the approved precise site plan.~~

~~C. Grading. All graded slopes are to be contoured and blended to harmonize with natural slopes. The maximum steepness of exposed cuts and fills shall not exceed 2:1; and preferably 3:1 for fills.~~

D. Landscaping. Whenever called for, landscaping and an automatic irrigation system shall be provided, a plan shall be submitted for review and approval in accordance with Article VI. All landscaping and irrigation shall be maintained in a good condition, weed and disease free at all times.

Article VI. Plan Review and Disposition

18.530.170 Review requirements—Development plans.

A. Before any grading for development is undertaken on any lot or parcel within the Specific Plan No. 18 area, development plans for any planning area shall be submitted for review and approval by the development plan review board pursuant to the provisions of Chapter 18.12 and the plan disposition procedure. Development plans shall consist of the following:

1. A scaled plot plan or site plan;
2. Conceptual architectural floor plans and elevations where applicable;
3. Rough grading plan;
4. Conceptual grading plan~~.~~;
5. Conceptual landscaping plan.

B. ~~All development plans shall be subject to final review and approval by the development plan review board unless appealed to the city council in accordance with Section 18.12.070.~~ All development plans shall be reviewed by the development plan review board which shall consider the plans, and shall approve, conditionally approve or disapprove the plans with any conditions deemed necessary to protect the public health, safety and general welfare. The decision of the development plan review board shall be final unless the decision is appealed to the city council in accordance with Section 18.12.070 ~~under one of the following conditions:~~

~~1. Appeal by the applicant for review and approval by the city council.~~

C. In addition to the standard development plan findings, the development plan review board, in approving a development plan for any lot or lots in Specific Plan No. 18 shall make the following findings:

1. The proposed improvements will maintain or enhance the existing character and purpose of Specific Plan No. 18;

2. The architectural character, style and use of materials harmonize with the natural setting, if applicable.

D. Prior to submitting development plans, the applicant shall meet with city planning and engineering staff members to discuss and review the general purpose and objectives of the specific plan in relation to any development concepts proposed by the applicant.

E. Amendments to Approved Plans. Development plans may be amended by the same procedure provided for approval. Minor modifications, which do not substantially change the concept of an approved development plan may be approved by the director of community development and reported to the development plan review board.

~~**18.530.180 Precise plan review requirements.**~~

~~A. The applicant shall submit four sets of scaled plans to the planning department which shall include the following, where applicable:~~

~~1. Precise grading plan;~~

~~2. Signing plan;~~

~~3. Fencing plan;~~

~~4. Lighting plan;~~

~~5. Landscape plan;~~

~~6. Architectural floor plans and elevations;~~

~~Precise plans shall be reviewed and approved by the development plan review board only. Appeals are subject to the provisions of Section 18.12.070.~~

~~B. The development plan review board shall make the findings in accordance with Section 18.12.060. (Ord. 834 § 1), 1985)~~

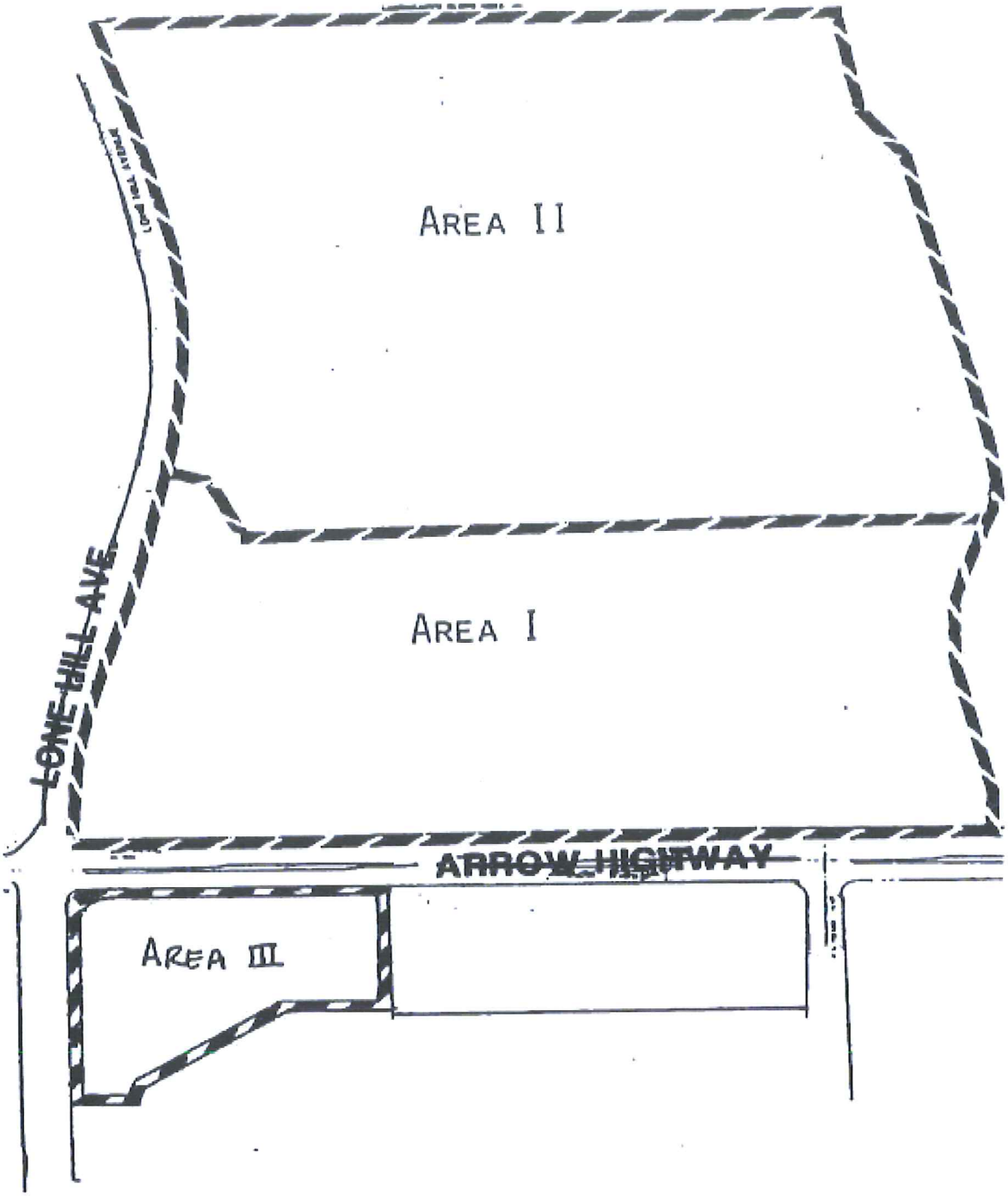
~~**18.530.190 Plan disposition.**~~

~~A. Within thirty days after submission of development plans, the development plan review board shall consider the plans, and shall approve, conditionally approve or disapprove the plans with any conditions deemed necessary to protect the public health, safety and general welfare. Appeals shall be subject to the provisions outlined in Section 18.530.170(B).~~

~~B. Within thirty days after submission of precise plans, the development plan review board shall consider the plans and shall approve, conditionally approve or disapprove the plans. Appeals shall be in accordance with the provisions of Section 18.12.070.~~

~~C. Amendments to Approved Plans. Development plans and precise plans may be amended by the same procedure provided for approval. Minor modifications, which do not substantially change the concept of an approved development plan or precise plan may be approved by the director of community development and reported to the development plan review board. (Ord. 834 § 1, 1985)~~

EXHIBIT A



Entire page to be deleted

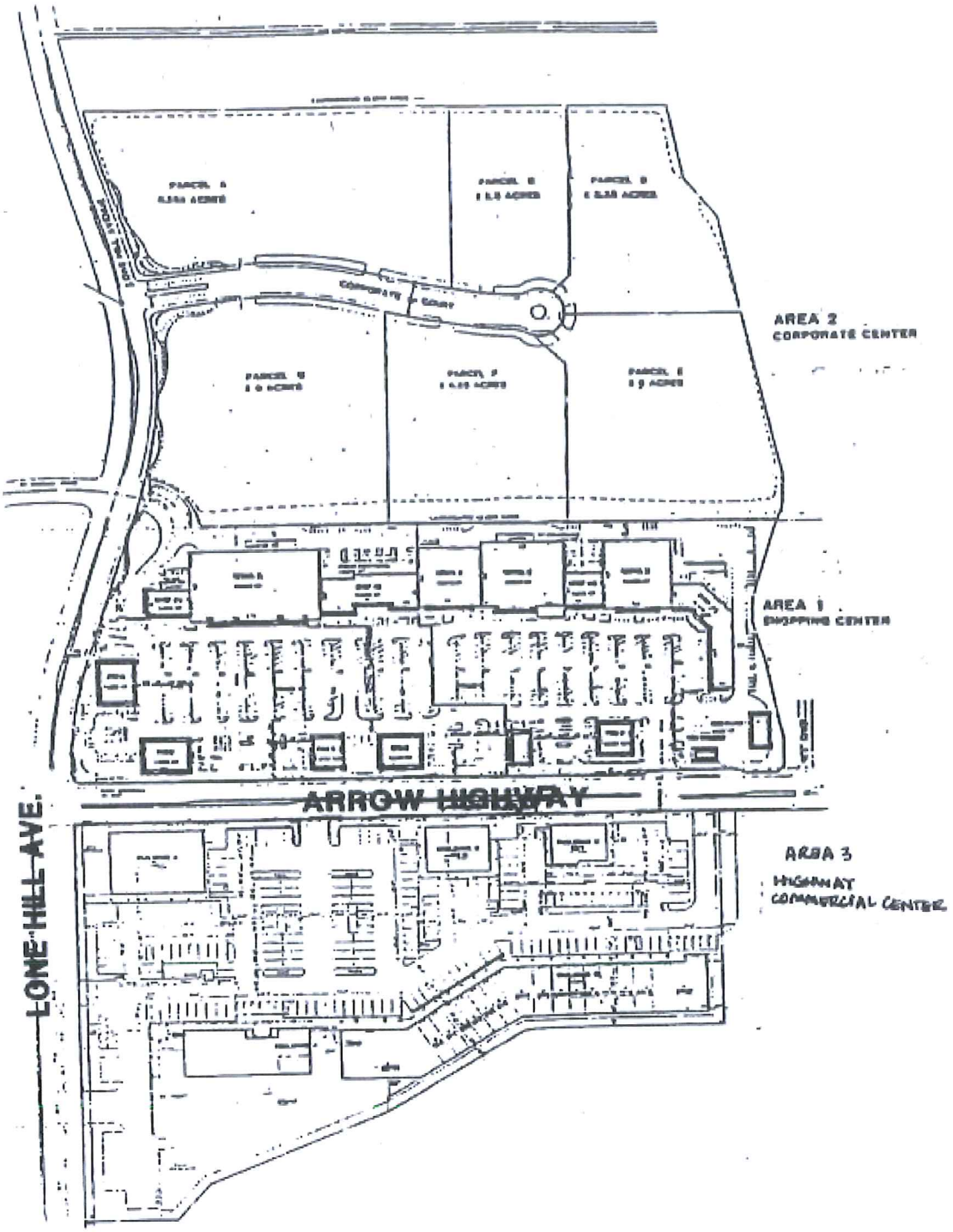


EXHIBIT B

Entire page to be deleted

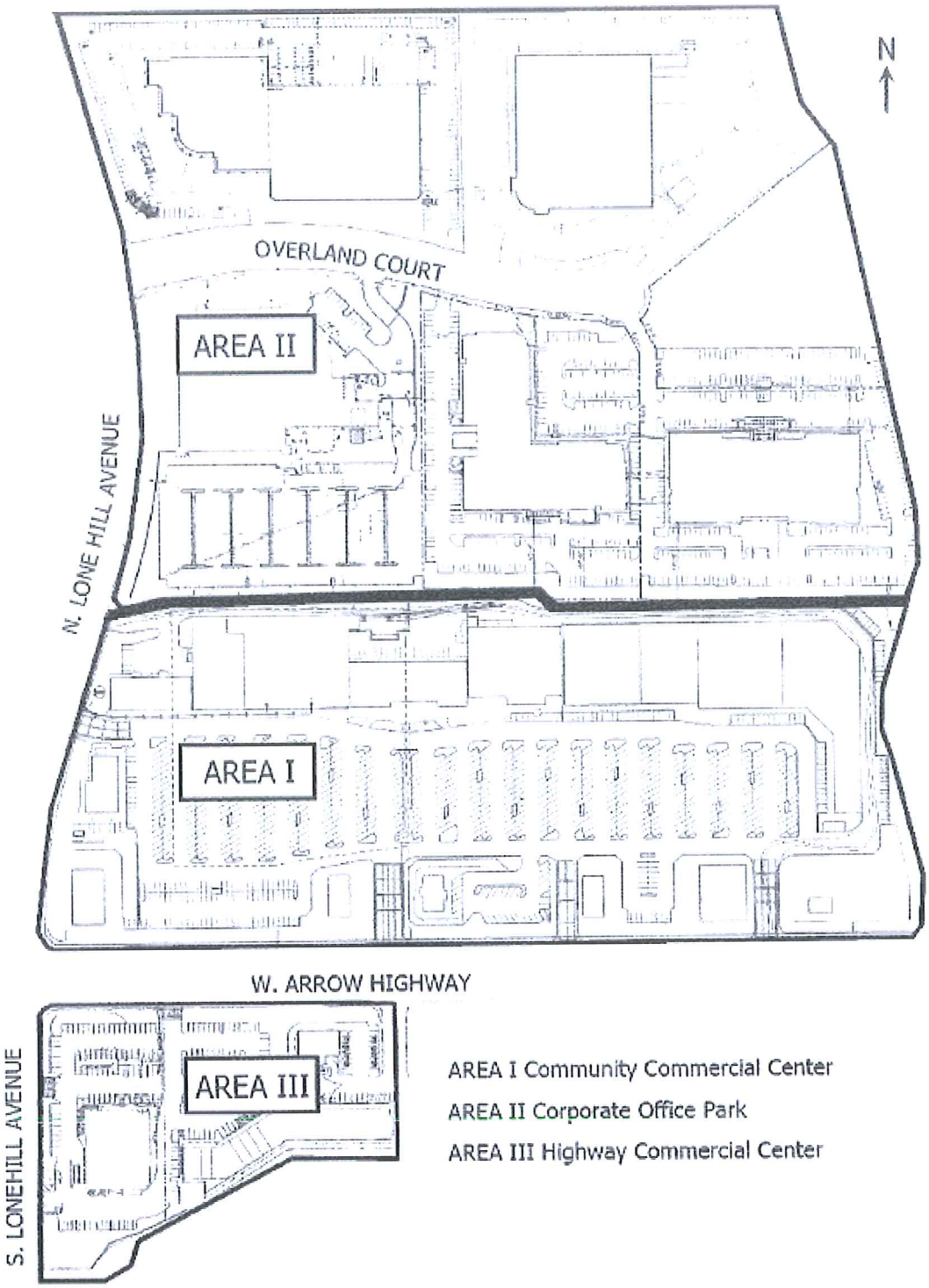

N
OVERLAND COURT
AREA II
N. LONE HILL AVENUE
AREA I
W. ARROW HIGHWAY
S. LONEHILL AVENUE
AREA III
AREA I Community Commercial Center
AREA II Corporate Office Park
AREA III Highway Commercial Center

Exhibit A

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

7d(2)