



AGENDA
REGULAR CITY COUNCIL MEETING
TUESDAY JUNE 23, 2015, 7:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVE., SAN DIMAS, CA

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

- Recognize Los Angeles County Sheriff's Department Public Safety Employee of the Year
- Recognize Los Angeles County Fire Department Public Safety Employee of the Year

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 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.)

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 2015-36, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CERTAIN DEMANDS FOR THE MONTH OF JUNE, 2015.

b. **Approval of minutes for special City Council/Planning Commission meeting of May 26, 2015 and regular City Council meeting of June 9th, 2015.**

c. **Amendment to the Employee Pay Plan and Reimbursement Schedule**

RESOLUTION 2015-37, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS ADOPTING AND EXTENDING THE PAY PLAN AND REIMBURSEMENT SCHEDULE FOR CITY EMPLOYEES

d. **San Gabriel Valley Council of Governments Updates**

END OF CONSENT CALENDAR

5. PLANNING MATTERS

- 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
(SECOND READING AND ADOPTION)

RECOMMENDED ACTION: Adopt ordinance.

6. OTHER MATTERS

- a. Consideration and recommendation to the Watershed Conservation Authority on the Initial Study/Mitigated Negative declaration for the Walnut creek habitat and Open Space Project**

RECOMMENDED ACTION: Receive the Initial Study/Mitigated Negative Declaration and forward the document to the Watershed Conservation Authority with a recommendation to adopt.

- b. 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.

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) Senior Commission reappointments
- a. Maurice Kane
- b. James R. Rowe
- c. Corazon Soriano
- d. Wayne Tennille

- 2) Possible Planning Commission Appointment
- 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 July 14th, 2015, a 5:00 p.m. study session, followed by a regular 7:00 p.m. meeting.



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 19th, 2015, a true and correct copy of this agenda was posted on the bulletin board at 245 East Bonita Avenue (San Dimas City Hall), 145 North Walnut Avenue (Los Angeles County Library), 300 East Bonita Avenue (United States Post Office), Von's Shopping Center (Puente/Via Verde Avenue) and the City's website www.cityofsandimas.com/minutes.cfm

RESOLUTION NO. 2015-36

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN DIMAS, CALIFORNIA, APPROVING
CERTAIN DEMANDS FOR THE MONTH OF
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 Warrant Register 06/30/2015 (151844-151977) in the amount of
\$834,717.81.

PASSED AND ADOPTED this 23rd 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 23rd, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Debra Black, Deputy City Clerk

06/30/2015

WARRANT REGISTER

Checks # 151844 - 151977

Total: \$ 834,717.81

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
151844	06/30/15	BANK OF AMERICA						
151844	06/30/15	ALBERTSON'S	FAMILY MOVIE SNACKS	15.00		004025		N D 001.4420.034.010
151844	06/30/15	ALBERTSON'S	COUNCIL BREAKFAST 6/2	46.90		004146		N D 001.4420.034.010
151845	06/30/15	AMERIPRIDE	TOWELS	4.80		1401122856		N D 001.4341.031.000
151845	06/30/15	AMERIPRIDE	UNIFORMS	40.80		1401122856		N D 001.4341.031.000
151845	06/30/15	AMERIPRIDE	TOWELS	4.80		1401122856		N D 001.4341.031.000
151845	06/30/15	AMERIPRIDE	UNIFORMS	36.33		1401122856		N D 001.4341.031.000
151846	06/30/15	ARCHITERRA	DOWNTOWN IMPROVEMENT 2	690.00		19786		N D 012.4841.692.007
151846	06/30/15	ARCHITERRA	DESIGN CR	431.70		19786		N D 012.4841.692.007
151846	06/30/15	ARCHITERRA	DESIGN CR	520.00		19786		N D 012.4841.692.007
151846	06/30/15	ARCHITERRA	DESIGN CR	421.30		19786		N D 012.4841.692.007
151847	06/30/15	BAVCO	CITY PLAN CHECK SVS 9	103.07		716035		N D 008.4415.033.000
151848	06/30/15	BAY CITY ELECTRIC WO	WATTS, LEAD FREE, FEBCO	595.18		716035		N D 008.4415.033.000
151849	06/30/15	BERGQUIST-DEVOE/CARL	JOHN DEERE, KOHLER	233.00		W143257		N D 001.4411.015.000
151850	06/30/15	BIRCH COMMUNICATIONS	INSTR. PIANO JUNE	476.00				M D 001.4420.020.000
151850	06/30/15	BIRCH COMMUNICATIONS	5955627 6/8-7/7/15	595.84		18615341		N D 001.4190.020.034
151850	06/30/15	BIRCH COMMUNICATIONS	7231983 6/8-7/7/15	873.70		18620159		N D 001.4190.020.034
151851	06/30/15	BONITA UNIFIED SCH D	CUSTODIAL COST	293.07		850		N D 001.4420.019.000
151852	06/30/15	BORBA/DOMINIQUE	REIMB.FMLY MOVIE SNAC	105.23				N D 001.4420.034.010
151853	06/30/15	BRICKLEY ENVIRONMENT	1186 ST GEORGE DRIVE	850.00		14674AA		N D 040.4112.820.821
151853	06/30/15	BRICKLEY ENVIRONMENT	2424 W DALEPARK DRIVE	250.00		14677AA		N D 040.4112.820.821
151854	06/30/15	BROWN LLP/RUBIN	TAX RETURN PREPARAT 2	2,000.00		630369		M D 003.4410.020.001
151855	06/30/15	BSN SPORTS INC	INSTANT KOLD PAK	145.72		96965856		N D 001.4420.033.000
151856	06/30/15	C.A.C.E.O.	REFRESHER COURSE.D.TOR	50.00		200000866		N D 001.4309.021.000
151857	06/30/15	CARSON/AMANDA	INSTR.LIFEGUARD JUNE	533.52				M D 001.4430.020.000
151858	06/30/15	CERTIFIED MOBILE HOM	801 W. COVINA BLVD. 2	2,010.00		495		N D 034.4802.851.040
151859	06/30/15	CHARLTON/ASHLEY	INSTR.BATON JUNE	95.20				M D 001.4420.020.000
151860	06/30/15	CHILDREN'S MONTESSOR	REFUND DEPOSIT 6/8	500.00				N D 001.341.002
151861	06/30/15	COELHO/BECKY	INSTR.PILATES, YOGA JU	693.60				M D 001.4420.020.000

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT
151862	06/30/15 COLLEY AUTO CARS INC	12096 SERVICE & LABOR UNIT#2	84.23
151863	06/30/15 COMMUNICATION STRATE	11061 CONSULTING SERVICES 4	387.50
151864	06/30/15 COMMUNITY SENIOR SER	10620 GETABOUT TIX#77259-77	600.00
151865	06/30/15 COMPUTER SERVICE COM	11690 APRIL W.O.#3528-3569	682.28
151865	06/30/15 COMPUTER SERVICE COM	11690 APRIL W.O.#3528-3569	3,239.20
151865	06/30/15 COMPUTER SERVICE COM	11690 PREVENT.MAINT. MAY	2,241.00
151865	06/30/15 COMPUTER SERVICE COM	11690 PREVENT.MAINT. MAY	2,415.80
151866	06/30/15 CORODATA	10678 RECORD STORAGE MAY	93.86
151867	06/30/15 COSTCO WHOLESALE	12205 GIFT CARD FOR MINI B'	101.50
151868	06/30/15 CRAIG/TAMI	.00012 REFUND,LOW ENROLLMENT	85.00
151869	06/30/15 CT WEST	10781 PEDESTAL PAINTED BR	3,433.50
151870	06/30/15 D.H. MAINTENANCE SER	11950 JUNE WALKER HOUSE	85.00
151870	06/30/15 D.H. MAINTENANCE SER	11950 JUNE LADERA & MARCHAN	881.00
151870	06/30/15 D.H. MAINTENANCE SER	11950 JUNE CITY COMM MART	3,537.00
151870	06/30/15 D.H. MAINTENANCE SER	11950 JUNE SR. CNT. COMM CN	1,541.00
151870	06/30/15 D.H. MAINTENANCE SER	11950 JUNE SWIM & RACQUET	1,172.00
151871	06/30/15 DAILY BULLETIN	11961 CLASSIFIED ADVERTSI	2,262.24
151872	06/30/15 DEPARTMENT OF JUSTIC	10155 14 FINGERPRINT APPS M	448.00
151873	06/30/15 DOG WASTE DEPOT	11085 DOG WASTE ROLL BAGS	637.65
151874	06/30/15 E L LANDSCAPE SERVIC	12145 INSTALL SPRINKLERS/	1,100.00
151875	06/30/15 ENCORE DANCE CENTRE	12145 PLANTING, PELLETS, LABO	2,015.00
151876	06/30/15 EWING IRRIGATION PRO	.00005 REFUND DEPOSIT 6/7	500.00
151876	06/30/15 EWING IRRIGATION PRO	12340 TREE STAKE, TREE TIE	28.25
151876	06/30/15 EWING IRRIGATION PRO	12340 ROTATOR ROSE&FLOWERS	59.33
151877	06/30/15 FAITH FIRE EXTINGUIS	10246 OTR FIRE SPINKLER INS	150.00
151877	06/30/15 FAITH FIRE EXTINGUIS	10246 OTR FIRE SPINKLER INS	300.00

F 9 S ACCOUNT

PO#

CLAIM INVOICE

CLAIM	INVOICE	PO#	F 9 S ACCOUNT
	182751		N D 001.4342.011.000
	408		N D 070.4314.041.027
*CHECK	GATIX515		N D 072.214.172
	TOTAL		N D 072.4125.442.000
	APRIL/2015		N D 007.4341.020.003
	APRIL/2015		N D 007.4341.020.003
	APRIL/2015		N D 007.4341.020.003
	APRIL/2015		N D 007.4341.020.003
*CHECK	RS4165345		N D 001.4190.019.000
	6/30/2015		N D 001.4150.431.000
	1615		N D 001.367.001
	17685		N D 007.4341.033.000
	17685		N D 003.4410.023.001
	17685		N D 001.4411.023.000
	17685		N D 001.4411.023.000
	17685		N D 001.4411.023.000
*CHECK	TOTAL		N D 001.4430.023.000
	0000228911		N D 001.4120.010.000
	102959		N D 001.4150.020.000
	78145		N D 008.4415.033.000
	100		M D 001.4415.020.009
	101		M D 001.4415.020.009
*CHECK	TOTAL		N D 001.341.002
	9730449		N D 008.4415.033.000
	9793101		N D 008.4414.020.016
	980678		N D 008.4414.020.016
*CHECK	TOTAL		M D 001.4411.015.000
	2911		M D 001.4411.015.000
*CHECK	TOTAL		

WARRANT DATE VENDOR
BANK OF AMERICA

CLAIM INVOICE

PO#

F 9 S ACCOUNT

AMOUNT

DESCRIPTION

DEBIT CREDIT

DEBIT	CREDIT	DESCRIPTION	AMOUNT	PO#	F 9 S ACCOUNT	CLAIM INVOICE
151889	06/30/15	GOLDEN STATE WATER C	11,239.90			
151890	06/30/15	GRIGOLLA & SONS INC	14,000.00			
151890	06/30/15	GRIGOLLA & SONS INC	3,560.00			
151890	06/30/15	GRIGOLLA & SONS INC	3,472.00			
151890	06/30/15	GRIGOLLA & SONS INC	20,915.00			
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WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

DESCRIPTION AMOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT
151891 06/30/15	GROVER & ASSOCIATES/	T. E. SERVICES MAY/1 2, 340.00	340.00
151892 06/30/15	GUIDETTI/GIOVANNI	REFUND CITATION#51923 45.00	45.00
151893 06/30/15	HI-SHEEN	JUNE JANITORIAL SVS 476.50	476.50
151894 06/30/15	HOLLIDAY ROCK COMPANY	FOB MAX 492.21	492.21
151894 06/30/15	HOLLIDAY ROCK COMPANY	FOB MAX 1,226.94	1,226.94
151894 06/30/15	HOLLIDAY ROCK COMPANY	FOB MAX 732.22	732.22
151894 06/30/15	HOLLIDAY ROCK COMPANY	FOB MAX EMULSION 1,422.24	1,422.24
151894 06/30/15	HOLLIDAY ROCK COMPANY	FOB MAX EMULSION 1,079.74	1,079.74
151894 06/30/15	HOLLIDAY ROCK COMPANY	FOB SHEET MIX 1,060.44	1,060.44
		*CHECK TOTAL	5,719.59
151895 06/30/15	HOME DEPOT CREDIT SE	TOOLS FOR CAMERA 102.51	102.51
151896 06/30/15	HOWARD/MELISSA	REFUND/WITHDREW 50.00	50.00
151897 06/30/15	INFOTOX INC	2724 DALEPARK DRIVE 270.00	270.00
151898 06/30/15	INLAND OFFICE PRODUC	OFFICE SUPPLIES 90.95	90.95
151899 06/30/15	INTERSTATE BATTERY S	BATTERY HIGH RATE 142.79	142.79
151900 06/30/15	JACKSON/GARY	INSTR. BASKETBALL JU 1,292.00	1,292.00
151901 06/30/15	KNOX/JAMES	GIS CONSULTING SVS 1,147.00	1,147.00
151902 06/30/15	KUGA/SANDI	REFUND/WITHDREW 9.75	9.75
151903 06/30/15	L.A. CO. AGRICULTURA	WEED & PEST ABATEME 1,312.09	1,312.09
151904 06/30/15	L.A. CO. CLERK/REGIS	ELECTION PREPARATION 711.80	711.80
151905 06/30/15	L.A. CO. DEPT OF PUB	W0368010 LABOR&EQUI 4,410.91	4,410.91
151906 06/30/15	L.A. COUNTY SHERIFF	MAY CONTRACT SERV 359,900.04	359,900.04
151906 06/30/15	L.A. COUNTY SHERIFF	MAY CONTRACT SERV 18,475.06	18,475.06
151906 06/30/15	L.A. COUNTY SHERIFF	MAY CONTRACT SERV 38,950.00	38,950.00
151906 06/30/15	L.A. COUNTY SHERIFF	MAY CONTRACT SERV 4,712.00	4,712.00
151906 06/30/15	L.A. COUNTY SHERIFF	MAY CONTRACT SERV 4,070.58	4,070.58
151906 06/30/15	L.A. COUNTY SHERIFF	MAY CONTRACT SERV 1,708.05	1,708.05
151906 06/30/15	L.A. COUNTY SHERIFF	LIABILITY INSUR 21,508.39	21,508.39
151906 06/30/15	L.A. COUNTY SHERIFF	STAR DEPUTY SERVICES 468,962.27	468,962.27
151907 06/30/15	LA VERNE POWER EQUIP	THROW WT. ROUND FILE, H 59.15	59.15
151908 06/30/15	LASER ISLAND	PYMT, LASER ISLAND 6/1 525.00	525.00

F 9 S ACCOUNT

PO#

CLAIM INVOICE

N D	001.4345.020.001	15231-IN	
N D	001.332.001		
M D	001.4342.020.003	362	
N D	001.4341.033.000	731958	
N D	001.4341.033.000	732428	
N D	001.4341.033.000	732428	
N D	001.4341.033.000	732428	
N D	001.4341.033.000	732428	
N D	001.4341.033.000	732428	
N D	001.4341.033.000	732428	
N D	001.4341.033.000	732428	
N D	001.4341.033.000	*CHECK TOTAL	
N D	001.4410.033.000	1071195	
N D	001.367.011		
N D	040.4112.820.821	15147	
N D	001.4190.030.000	867262	
N D	001.4190.030.001	1905499014106	
M D	001.4420.020.000		
M D	001.4310.020.006	11	
N D	001.368.011		
N D	001.4341.024.020	1704K	
N D	001.4120.020.001	15-2082	
N D	006.4310.020.002	PW-15050707628	
N D	001.4210.020.006	154528NH	
N D	001.4210.020.006	154528NH	
N D	001.4210.020.006	154528NH	
N D	001.4210.020.006	154528NH	
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N D	001.4210.020.006	154528NH	
N D	001.4210.020.006	154528NH	
N D	001.4210.020.006	*CHECK TOTAL	
M D	008.4415.033.000	67117	
N D	001.4420.034.002		

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
BANK OF AMERICA							
151922	06/30/15 MC LAY SERVICES INC	2ND CTR APR, MAY, JUNE	152.00		INV6587		N D 001.4410.015.000
151922	06/30/15 MC LAY SERVICES INC	2ND CTR APR, MAY, JUNE	104.00		INV6587		N D 001.4410.023.000
151922	06/30/15 MC LAY SERVICES INC	2ND CTR APR, MAY, JUNE	103.00		INV6598		N D 001.4410.015.000
151922	06/30/15 MC LAY SERVICES INC	PREV. MAINT. JUNE 2015	730.00	*CHECK	TOTAL		N D 053.4410.023.000
151923	06/30/15 MIRACLE RECREATION E	CLIMBER SUPPORT	306.49		762873		N D 008.4414.033.000
151924	06/30/15 MIRANDA/CLAUDIA	REFUND DEPOSIT 6/12	500.00				N D 001.341.002
151925	06/30/15 MORSE PLANNING GROUP	CEQA WALNUT CREEK P 7, 432.60			2015-0010		M D 020.4410.937.021
151926	06/30/15 NEW MILLENNIUM CONST	CC2015-01 MARTIN H 17, 107.12			1865		N D 020.4410.938.000
151927	06/30/15 NG/ROY	REFUND, WITHDRAW	179.00				N D 001.367.001
151928	06/30/15 OFFICE SOLUTIONS	OFFICE SUPPLIES/SHERI	196.85		1-00787324		N D 001.4210.428.000
151929	06/30/15 ONTARIO REFRIGERATIO	JUNE MAINTENANCE SV 2, 660.00			ONT15740M		N D 001.4411.015.000
151930	06/30/15 PAPERDIRECT, INC.	CREAM JMBO	197.98		W217698901011		N D 001.4309.033.000
151931	06/30/15 PARS	PARS ARS	400.00		31712		N D 001.4190.200.003
151932	06/30/15 PARTIES UNLIMITED	PYMT, LUAU DINNER 6/19	837.12				M D 001.4420.013.003
151933	06/30/15 PAVECO CONSTRUCTION	LABOR&EO 14, 339.50			15-005		N D 002.4841.559.005
151933	06/30/15 PAVECO CONSTRUCTION	LABOR&EO 5, 070.11			15-006		N D 002.4841.559.005
151933	06/30/15 PAVECO CONSTRUCTION	LABOR&EO 4, 662.76			15-006		N D 002.4841.559.005
151933	06/30/15 PAVECO CONSTRUCTION	LABOR&EO 1, 646.03			15-007		N D 002.4841.559.005
151933	06/30/15 PAVECO CONSTRUCTION	LABOR&EO 2, 163.41			15-007		N D 002.4841.559.005
151933	06/30/15 PAVECO CONSTRUCTION	LABOR&EO 28, 563.82		*CHECK	TOTAL		N D 001.4341.033.000
151934	06/30/15 PIN CENTER/THE	LOGO LAPEL PINS	643.00		0515171		N D 001.4190.033.000
151935	06/30/15 PIONEER RESEARCH	10LB DRAIN CLEANER	339.45		243036		N D 001.4410.033.000
151936	06/30/15 PLAY-WELL TEKNOLOGIE	INSTR.ENGINEERING J 1, 169.60					M D 001.4420.020.000
151937	06/30/15 PLUMBING WHOLESALE	SLOAN FLUSHMATE, STEM	46.91		S100020921.001		N D 053.4410.023.000
151937	06/30/15 PLUMBING WHOLESALE	PLUMBING SUPPLIES	54.33		S100021208.001		N D 053.4410.023.000
151937	06/30/15 PLUMBING WHOLESALE	PLUMBING SUPPLIES	80.70		S100021406.001		N D 053.4410.023.000
151937	06/30/15 PLUMBING WHOLESALE	PLUMBING SUPPLIES	22.37		S100021728.001		N D 053.4410.023.000
151937	06/30/15 PLUMBING WHOLESALE	RETURN ITEM/CREDIT	51.21		S100023001.001		N D 053.4410.023.000
151937	06/30/15 PLUMBING WHOLESALE	FAUCET, SUPPLY LINE	142.84		S100023251.001		N D 053.4410.023.000
151937	06/30/15 PLUMBING WHOLESALE		378.94	*CHECK	TOTAL		N D 001.4420.020.000
151938	06/30/15 POMONA VALLEY HOSPIT	INSTR.SAFESITTER JUNE	204.00				N D 001.4420.020.000

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
BANK OF AMERICA						
151939 06/30/15	PRUDENTIAL OVERALL	MAT GRAY	23.21	220437750		N D 001.4430.018.000
151939 06/30/15	PRUDENTIAL OVERALL	MAT GRAY	23.21	220473544		N D 001.4430.018.000
151939 06/30/15	PRUDENTIAL OVERALL	MAT GRAY	23.21	220513498		N D 001.4430.018.000
151939 06/30/15	PRUDENTIAL OVERALL	MAT GRAY	92.84	*CHECK TOTAL		N D 001.4430.018.000
151940 06/30/15	QUALITY INSTANT PRIN	BUSINESS CARDS WATCHER	46.87	35857		N D 001.4190.018.000
151940 06/30/15	QUALITY INSTANT PRIN	BUSINESS CARDS BORBA	93.74	*CHECK TOTAL		N D 001.4190.018.000
151941 06/30/15	QUINTANAR/ELIZABETH	REIMB.MILEAGE MAY	9.20			N D 001.4150.012.000
151942 06/30/15	REIMER/KATYA	INSTR.SUNSHINE GEN. JUN	94.50			M D 001.4420.020.000
151943 06/30/15	RICCO/ELVERA (DOLLY)	REFUND,LOW ENROLLMENT	82.50			N D 001.367.002
151944 06/30/15	RIGHT OF WAY INC	TRAFFIC CONTROL SIGNS	386.80	17881		N D 001.4345.033.000
151944 06/30/15	RIGHT OF WAY INC	PIPE CLAMP, SIGN CHANNE	422.68	*CHECK TOTAL		N D 001.4345.033.000
151945 06/30/15	RINCON CONSULTANTS,	MITIGATED NEG.GOLD 10,	159.00	23187		N D 012.4841.616.001
151946 06/30/15	RKA CONSULTING GROUP	PLAN CHECK,NPDES/SUSM	116.00	23549		N D 001.4341.024.002
151947 06/30/15	RODRIGUEZ/MONICA	REFUND PERMIT CHARGES	48.00			N D 001.367.020
151948 06/30/15	EULON/JANE	REFUND,CUSTOMER W/DREW	44.00			N D 001.367.002
151949 06/30/15	S & S WORLDWIDE, INC	FAVORITE GAMES SUPPLI	354.30	8256780		N D 001.4420.034.011
151949 06/30/15	S & S WORLDWIDE, INC	DODGEBALLS	419.69	*CHECK TOTAL		N D 001.4420.034.011
151950 06/30/15	SAN DIMAS CANYON GOL	INSTR. GOLF CAMP JUNE	306.00			N D 001.4420.020.000
151951 06/30/15	HARDWARE	HINGE BOLT HOOK, STRAP	50.36	3060001		N D 001.4341.033.000
151951 06/30/15	HARDWARE	RODIE CARWASH	17.00	5000001		N D 001.4341.033.000
151951 06/30/15	HARDWARE	LOCK BOLT SPRY	45.00	5000001		N D 001.4341.033.000
151951 06/30/15	HARDWARE	LOCK BOLT SPRY	37.00	5000001		N D 001.4341.033.000
151951 06/30/15	HARDWARE	LOCK BOLT SPRY	8.00	5000001		N D 001.4341.033.000
151951 06/30/15	HARDWARE	LOCK BOLT SPRY	10.00	5000001		N D 001.4341.033.000
151951 06/30/15	HARDWARE	LOCK BOLT SPRY	14.00	5000001		N D 001.4341.033.000
151951 06/30/15	HARDWARE	LOCK BOLT SPRY	23.00	5000001		N D 001.4341.033.000
151951 06/30/15	HARDWARE	LOCK BOLT SPRY	23.00	5000001		N D 001.4341.033.000
151951 06/30/15	HARDWARE	LOCK BOLT SPRY	11.00	5000001		N D 001.4341.033.000
151951 06/30/15	HARDWARE	LOCK BOLT SPRY	5.00	5000001		N D 001.4341.033.000

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
151955	06/30/15	BANK OF AMERICA	SOUTHERN CALL	20.33				N D 034.4802.8655.5123
151955	06/30/15	SOUTHERN CALL	SOUTHERN CALL	222.57				N D 034.4802.8655.5123
151955	06/30/15	SOUTHERN CALL	SOUTHERN CALL	481.18				N D 007.4345.0222.0011
151955	06/30/15	SOUTHERN CALL	SOUTHERN CALL	734.38				N D 008.4414.020.015
151955	06/30/15	SOUTHERN CALL	SOUTHERN CALL	338.17				N D 001.4345.033.000
151955	06/30/15	SOUTHERN CALL	SOUTHERN CALL	1033.33				N D 001.4345.033.000
151955	06/30/15	SOUTHERN CALL	SOUTHERN CALL	1339.24				N D 007.4345.0222.0011
151955	06/30/15	SOUTHERN CALL	SOUTHERN CALL	42.34				N D 007.4345.0222.0011
151955	06/30/15	SOUTHERN CALL	SOUTHERN CALL	44.42				N D 007.4345.0222.0011
151955	06/30/15	SOUTHERN CALL	SOUTHERN CALL	44.41				N D 007.4345.0222.0011
151956	06/30/15	STEVENS/LARRY	10307 REIMB.LAND SEMINAR 6/ 530.00					N D 001.4309.021.000
151957	06/30/15	STOVER SEED COMPANY	10752 PRO-SPORTSFIELD SEE 1,226.26		0850522			N D 008.4414.020.015
151958	06/30/15	SUPERIOR PAVEMENT MA	10243 CC2011-07 LABOR&EQU 2,300.90		6012			N D 001.4345.033.000
151958	06/30/15	SUPERIOR PAVEMENT MA	10243 CC2011-07 LABOR&EQU 2,747.78		6012			N D 001.4345.033.000
151959	06/30/15	T-ZIGNS ETC	18524 KFC YOUTH/ADULT T-S 1,536.23		201506061			N D 001.4420.034.011
151959	06/30/15	T-ZIGNS ETC	18524 YOUTH/ADULT T-SHIRT 2,585.25		201506115			N D 001.4420.034.011
151960	06/30/15	TAYLOR/TERRY L.	.00002 REFUND CITATION#51602 45.00					N D 001.332.001
151961	06/30/15	THOMPSON PLUMBING SU	11862 SLOAN,MASTER REBUILD 115.29		424900			N D 001.4410.015.000
151962	06/30/15	THOMSON REUTERS - WE	11656 SUBSCRIPTION CHARGES 436.00		831989980			N D 001.4120.016.000
151963	06/30/15	TIME WARNER CABLE	11669 909 394-6214 INTERNET 75.29					N D 001.4190.020.034
151964	06/30/15	TOMLIN/CHARLES	.00021 REFUND,LOW ENROLLMENT 84.00					N D 001.367.002
151964	06/30/15	TOMLIN/CHARLES	.00021 REFUND,LOW ENROLLMENT 168.00					N D 001.367.002
151965	06/30/15	TORRES/MARIA	.00009 REFUND DEPOSIT 5/30 105.00					N D 001.341.002
151966	06/30/15	UNITED ROTARY BRUSH	15805 RECONDITIONING MAT.KI 114.05		285139			N D 001.4342.011.002
151967	06/30/15	VALDIVIA/STEVEN	12134 REIMB.SEMINAR MILES 6/ 41.00		GASB 6/10/15			N D 001.4150.012.000
151968	06/30/15	VERIZON	10459 1127771672 INTERNET 54.99					N D 001.4190.020.034
151968	06/30/15	VERIZON CALIFORNIA	17164 909 599-7563 46.79					N D 001.4412.022.003
151968	06/30/15	VERIZON CALIFORNIA	17164 909 592-7430 163.25					N D 001.4412.022.003
151968	06/30/15	VERIZON CALIFORNIA	17164 909 592-2690 46.33					N D 001.4412.022.003

*CHECK TOTAL

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WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

PO# INVOICE CLAIM

F 9 S ACCOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#
151969 06/30/15	VERIZON CALIFORNIA	17164 909 197-3010	54.36			
151969 06/30/15	VERIZON CALIFORNIA	17164 909 592-0732	105.37			
			446.70	*CHECK	TOTAL	
151970 06/30/15	VILLEGAS/ANGELINA	.00010 REFUND DEPOSIT 6/6	500.00			
151971 06/30/15	WALCZAK/BEVERLY	17178 INSTR.KARATE JUNE	632.70			
151972 06/30/15	WALCZAK/JEROME	17180 INSTR.KARATE JUNE	632.70		17180	
151973 06/30/15	WALTERS WHOLESale EL	10860 ELECTRICAL SUPPLY & PA	139.68		2307263-01	
151973 06/30/15	WALTERS WHOLESale EL	10860 ELECTRICAL SUPPLY & PA	467.97		2307629-00	
			598.65	*CHECK	TOTAL	
151974 06/30/15	WATERLINE TECHNOLOGI	10242 HYPOCHLORITE SOLUTION	185.61		5305107	
151974 06/30/15	WATERLINE TECHNOLOGI	10242 HYPOCHLORITE SOLUTION	400.42		5305142	
151974 06/30/15	WATERLINE TECHNOLOGI	10242 HYPOCHLORITE SOLUTION	375.40		5305775	
			961.43	*CHECK	TOTAL	
151975 06/30/15	WILLIAMS/FRANK	.00003 REFUND CITATION#52361	10.00			
151976 06/30/15	XEROX CORPORATION	17425 6204CP COPIER W/OUT SV	38.00		701865484	
151976 06/30/15	XEROX CORPORATION	17425 WC7428P PRINTER	158.85		701865484	
			196.85	*CHECK	TOTAL	
151977 06/30/15	ZAILO/ROBERT W	12267 INSTR.TAI CHI JUNE	97.92			
	BANK OF AMERICA	TOTAL	834,717.81			

ACS FINANCIAL SYSTEM
06/17/2015 14:31:30
WARRANT DATE VENDOR
REPORT TOTALS:

DESCRIPTION Disbursement Journal
AMOUNT CLAIM INVOICE
834,717.81

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

RECORDS PRINTED - 000364

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL FUND	558,356.75
002	STATE GAS TAX	3,171.46
003	WALKER EXPANSTION LLC FUND	4,410.33
006	CITY SCAP LIGHTING DISTRICT	52,892.90
007	SEWER WIDE PROJECT	46,272.72
008	LANDSCAPE DEVELOPMENT	33,018.00
012	INFRASTRUCTURE DEVELOPMENT	1,320.00
020	COMMUNITY LEARNING DISTRICT	12,362.38
027	LIVING CENTER FOR YOUTH - GREAT	1,302.88
034	HOUSING AFFORDABILITY - GREAT	
050	COMMUNITY DEVELOPMENT & OPERATIO	
053	SOLID COURSE REPAIR	
070	PROPERTY MANAGEMENT	
072	PROP A LOCAL TRANSPORTATION	
110	TRUST AND AGENCY	
	TOTAL ALL FUNDS	834,717.81

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	BANK OF AMERICA	834,717.81
	TOTAL ALL BANKS	834,717.81



MINUTES
SPECIAL CITY COUNCIL/ PLANNING COMMISSION
MEETING
MONDAY, MAY 26, 2015 5:30 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 John Ebner

Planning Commissioner John Davis
Planning Commissioner Stephen Ensberg
Planning Commissioner M. Yunus Rahi

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

ABSENT:

Councilmember Denis Bertone
Planning Commissioner David Bratt

1. CALL TO ORDER

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

2. ORAL COMMUNICATIONS

None.

3. A PETITION TO INITIATE A GENERAL PLAN AMENDMENT AND ZONE CHANGE AMONG OTHER DEVELOPMENT APPLICATIONS TO ALLOW THE DEVELOPMENT OF A 21 UNIT SINGLE-FAMILY RESIDENTIAL SUBDIVISION FOR PROPERTIES LOCATED AT 299 EAST FOOTHILL BOULEVARD. AS PART OF THE PROJECT THE APPLICANT IS ALSO REQUESTING TO ENTER INTO AN AGREEMENT WITH THE CITY TO PURCHASE APPROXIMATELY 18,000 SQ.FT. OF EXCESS AREA OF LAND WITHIN AND ADJACENT TO THE CITY'S HORSETHIEF CANYON PARK, AND A POSSIBLE DEVELOPMENT AGREEMENT

Senior Planner Espinosa reported that Saxon and Company Development had submitted a request to have a study session to review their proposed housing project at 299 East Foothill

Boulevard in order to receive authorization to initiate a General Plan Amendment and zone change and the request was granted by the Council. He described the project as 21 detached homes on 6.4 acres with a minimum lot size of 7,500 sq. ft. and the requested change is from open space to single family low density. He also reviewed the various zoning applications that would be required to be submitted. He also reviewed the surrounding land uses and a density analysis of those uses.

Mr. Espinosa reviewed in more detail the applicant's proposal as described in his staff report.

Mr. Espinosa reviewed the 8 Generalized Criteria and Overriding Principals that the City has established to evaluate the request for a zone change. He provided an analysis of the proposed project as measured by the 8 criteria and determined that the proposed project met most of the criteria categories.

Mr. Espinosa provided the Council with four alternatives; continue the item for staff and the applicant to provide more information; authorize a general plan amendment and zone change; authorize the initiation with direction or comments or deny the request because the project does not meet the Generalized Criteria.

In response to a question Mr. Espinosa stated that the zoning on the property was last changed in 1973 from RA 7,500 to the existing open space to accommodate the equestrian center. He also responded that under the current zoning only one house would be permitted and if it were zoned the same as the houses to the west, 11 lots would be permitted.

In response to a question he stated that the purchase of the city owned land would add land to the lots to the north.

Councilman Templeman expressed that he would have concerns with a phased development. Mr. Stevens responded that a condition of development could be to have a phasing plan.

Councilman Templeman also commented that he feels that the wall along Foothill needs to have character, maybe undulation or plant material.

In response to a question Mr. Patel commented that the street would be standard street width. Mr. Stevens added that currently the street is proposed to be private and not gated but that staff has concerns with the street being private.

In response to a question Mr. Espinosa commented that the proposed minimum lot size is 7,500 sq. ft. with the average lot size at 8,400 sq. ft.

Commissioner Davis commented that on discussions of the prior plan there was concern with two story homes close to the existing neighborhood and asked if it is appropriate to restrict the three homes along Walnut to single story. Mr. Stevens responded that there is a long distance, 125', from those homes to the nearest home but they could make a restriction on the tract map.

In response to a question Mr. Espinosa explained the improvements on the pocket park on the southwest corner of the project.

Councilmember Ebiner asked if they would be precluded from establishing a floor area ratio since that criteria is not a standard in the existing zone. Mr. Stevens responded that under the existing zoning you could not apply that standard but you may be able to establish it on the tract map or create an overlay zone. In response to a question Mr. Stevens added that a floor area ratio standard could be an additional architectural constraint.

Mayor Morris commented that an overlay zone would not be appropriate for this type of project. Councilmember Templeman agreed.

In response to a question on the Spanish architecture Mr. Stevens stated that the reference to the architectural style is to illustrate the quality of the architecture and not necessarily the proposed style.

In response to a question Mr. Stevens commented that the Council has already agreed that the extension of the road into the park is not a part of the project but the road will be built preserving the right for a possible extension in the future. He added that there would be trail access from Foothill into the park could be considered a public benefit.

Antonio Saxon, representing the developer, commented that they currently have the property under contract with a right to purchase. He provided a history of the community outreach and the previous input from the Commission and Council with the prior application.

Denise Ashton, architect for the project, commented that Saxon is an entitlement company and they heard the comments from the previous process which led them to the proposed project. She described the lot sizes and varied lot widths, included amenities, the trail extension and spacing between the proposed homes and existing homes. She commented that from an architect's point of view a floor area ratio standards restrict design opportunities. She commented that she is concerned with undulation of the wall because of its impacts on lot depth and the appearance of the wall can be addressed with treatments. She commented that the Spanish architecture is a good example but the actual style is clearly up in the air. She commented that the lot widths would be 67' and 75'.

Mr. Saxton summarized that some of the public benefits are the 14% open space on the project and the connectivity to the trail in the park. He added that the housing project to the east is much higher density and their project is consistent with existing density. He added that the south wall will be enhanced with landscaping and the Walnut Street would be dedicated to the City to allow for a possible future extension.

In response to a question Mr. Espinosa stated that the minimum lot width in the code is 70'. Ms. Ashton responded that if they had to adhere to a 70' minimum they would not be able to have any 75' lot widths. Mr. Stevens responded that if they want a different lot width then is in the current code they would need to request a specific plan instead of SF 7,500 zone. Mr. Saxton responded that they are requesting an SF 7,500 zone.

Mr. Stevens commented that if the Council is considering a specific plan instead of SF 7,500 they should give direction now. Councilmember Templeman commented that he has problems with a specific plan because it could open the door for other things to occur that we don't want.

Councilmember Ebner agreed. There was more discussion on the options of specific plan or existing SF 7,500 zone.

After further discussion Councilmember made the motion to authorize filing applications for the requested General Plan Amendment to Single Family Low (3- 6 du/ac) and Zone Change to SF 7500, along with associated tentative tract map and related applications, generally as set forth in materials presented, with the understanding that applicant and Staff should work towards resolving identified issues. The motion was seconded by Councilmember Ebner and carried by a vote of 4-0 with Councilmember Bertone absent.

4. AJOURNMENT

There being no further business the meeting was adjourned at 6:55 p.m.

Respectfully submitted,

Ken Duran, City Clerk



MINUTES
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

STAFF:

City Manager Blaine Michaelis
Assistant City Manager Development Services Larry Stevens
Assistant City Manager Administrative Services Ken Duran
City Attorney Mark Steres
Director Parks and Recreation Theresa Bruns
Director Public Works Krishna Patel
Senior Planner Marco Espinosa
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. RECOGNITIONS/PRESENTATIONS

➤ Waste Management Newsletter Updates - Terry Muse presented 1st quarter 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

No one came forward.

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.)

City Attorney Mark Steres provided an explanation on the process of recusal for councilmembers approval of a warrant register when they have a reimbursement shown. Attorney Steres announced the recusal of Councilmember Templeman warrant register 05/31/2015, page1, item 25031 and Councilmember Bertone warrant register 06/15/2015, page, 1item 151734. Councilmember Ebner was absent from the meeting.

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

MOTION: Councilmember Bertone/ seconded Councilmember Badar approve consent calendar with the recusal announcements. **(4-0)**

YES: Badar, Bertone, Templeman, Morris
NOES: None
ABSENT: Ebner

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

Assistant City Manager Ken Duran presented staff's report on the adoption of the 2015-2016 Annual Capital and Operating Budget, Appropriation Limit for FY 2015-2016 and Salary Resolution 2015- 35.

In response to Mr. Duran's report of a one-time insurance refund of \$402,000 Mayor Morris commented that this is the last year for the insurance refund from CJPIA, because of the formula change. He added that in the future how well the city does on its risk management programs will be reflected on its upfront premium payment. He stated that staff has done well safeguarding the city's liability exposure.

In response to Councilmember Badar question, Mr. Duran explained that the city's actual costs for services are in excess of \$100,000. In addition to the \$87,000 collected from the PEG fee, the general fund contributes additional money to cover those services.

City Manager Michaelis presented the Chamber of Commerce's request for an increase of an ongoing \$10,000 city contribution as well as a \$10,000 one-time contribution to help get new programs started. Mr. Michaelis will meet with Karen Gaffney to get more information and details on the programs and bring back to council.

Mayor Morris stated that there must be an establish government purpose when spending public funds.

MOTION: Councilmember Badar/ seconded Councilmember Bertone to adopt 2015-2016 FY Budget. **(4-0)**

Yes: Morris, Templeman
Noes: None
Absent: Ebner

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

MOTION: Councilmember Badar/seconded Councilmember Bertone waive further reading and adopt Resolution 2015-34. **(4-0)**

Yes: Templeman, Morris
Noes: None
Absent: Ebner

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 Salary Resolution 2015-35

MOTION: Councilmember Templeman/seconded Councilmember Badar to waive further reading and adopt Resolution 2015-35. **(4-0)**

Yes: Bertone, Morris
Noes: None
Absent: Ebner

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.

Blaine Michaelis presented staff's report on this item.

(ADD AMENDED EXHIBIT H TO ORIGINAL AGENDA PACKET HANDED OUT AT MEETING)

Mayor Morris asked if it was anticipated that the city would make any financial contributions.

Mr. Michaelis answered there is no direct financial contribution from the city, but there will be costs associated with the project – staff time, or direct cost of engineer's review of plans and onsite inspection services. He added that this transportation project would be eligible to use some of the city's transportation revenue.

Mayor Morris expressed concern about paragraph 4.2 and the city's costs for work performed.

Mr. Michaelis explained that this was to address any unresolved work issues that were not resolved during the design build process.

Assistant City Manager Larry Stevens shared that the reference is most likely an obsolete one. Now that the \$2 million has been removed the document can be amended. Mr. Stevens pointed out that in the amended exhibit H staff has tried to minimize and provide a description of the unresolved points(design of Bonita/Cataract, design and location of parking structure), that should minimize the argument that they are betterments to be paid from city funds.

Mayor Morris stated that section 4.6 is also inconsistent with other sections of the documents.

Mr. Stevens shared that if section 4.6 eliminated the reference to 4.2 that would clear things up and that there may be some other obsolete language left that may have been missed. Any references to that city contribution should be deleted.

Discussion continued on areas of the document needing changes.

City Manager Michaelis stated that this is in the early stage and will be worked on and brought back to council.

MOTION: Postponement of approval.

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)

RECOMMENDED ACTION: First reading and introduce Ordinance 1232

Senior Planner Marco Espinoza presented staff's report on this item.

In response to Mayor Morris' question if deleting content still accomplishes what the Planning Commission wanted, Mr. Stevens answered that it repeated the intent of the unclassified use process which is covered by another code.

Councilmember Bertone summarized that what the city is doing is liberalizing the types of business that can go into the shopping centers in order to fill vacancies.

Mr. Espinoza replied yes and that all of the uses are consistent with what is allowed in other shopping centers in the city.

Mr. Stevens added that a minor change is needed to delete the words “wholesaling or” to eliminate confusion.

Mayor Morris opened the public hearing for comment at 8:26 p.m. Seeing no one come forward he closed the hearing.

MOTION: Councilmember Badar/seconded Councilmember Bertone waive further reading and introduce Ordinance 1232 with requested changes presented in staff report. **(4-0)**

Yes: Morris, Templeman

Noes: None

Absent: Ebner

7. ORAL COMMUNICATIONS

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

1) Raymond Foster Rotary member – updates and announcements

b. City Manager - Mayor’s call in show

c. City Attorney – Nothing to report

d. Members of the City Council

1) Possible appointment of Planning Commissioner

No appointment at this time.

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

MOTION: Mayor Morris/seconded Councilmember Bertone appoint Councilmember Templeman as delegate and Councilmember Badar as alternate.

Yes: Badar, Templeman

Noes: None

Absent: Ebner

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

None

4) Individual Members' comments and updates.

Councilmember Templeman notice to shopping centers regarding landscape issues.

8. ADJOURNMENT

The meeting adjourned at 8:39 p.m. The next meeting will be at 4:45 p.m. on June 9, 2015

Respectfully submitted,

Debra Black



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of June 23, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Amendment to the Employee Pay Plan and Reimbursement Schedule

BACKGROUND

As part of the FY 15 – 16 budget adoption at your June 9th meeting, the Council adopted an amended employee Pay Plan and Reimbursement Schedule which reflected changes in salaries and position classifications that were included in the adopted budget. There was one new position classification that was erroneously omitted from the amended Plan that was included with the budget. As was described in the budget notes, fitness instructors at the Swim and Racquet 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 reflected a shift of funds from the Professional Services or contract account to a personnel account for Fitness Instructors. The previously amended Pay Plan did not reflect that new classification.

Resolution 2015 – 37 amends the Pay Plan and Reimbursement Schedule to add the part-time Fitness Instructor classification at the same pay range as the individuals were receiving as a contract instructor.

RECOMMENDATION

Staff recommends that the City Council approve Resolution 2015 – 37, amending the employee Pay Plan and Reimbursement Schedule to add the part-time Fitness Instructor classification.

RESOLUTION NO. 2015-37

**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 RESOLVE:

SECTION 1. Resolution No. 2015-35 is hereby amended, and the following salary plan supersedes all previous plans, effective June 21, 2015 to read as follows:

<u>FULL TIME CLASSIFICATIONS</u>	<u>RANGE</u>	<u>MONTHLY SALARY</u>
<u>Executive Staff</u>		
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
<u>Administrative Services</u>		
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
<u>Development Services</u>		
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
<u>Public Works</u>		
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

Fitness Instructor	192	23.00-27.98
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
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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 21, 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:

<u>Title</u>	<u>Monthly Allowance</u>
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:

<u>Title</u>	<u>Cell Phone – Data Charges</u>	
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 23rd 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. 2015-37**
was adopted by vote of the City Council of the City of San Dimas at its regular meeting of **June**
23, 2015, by the following vote:

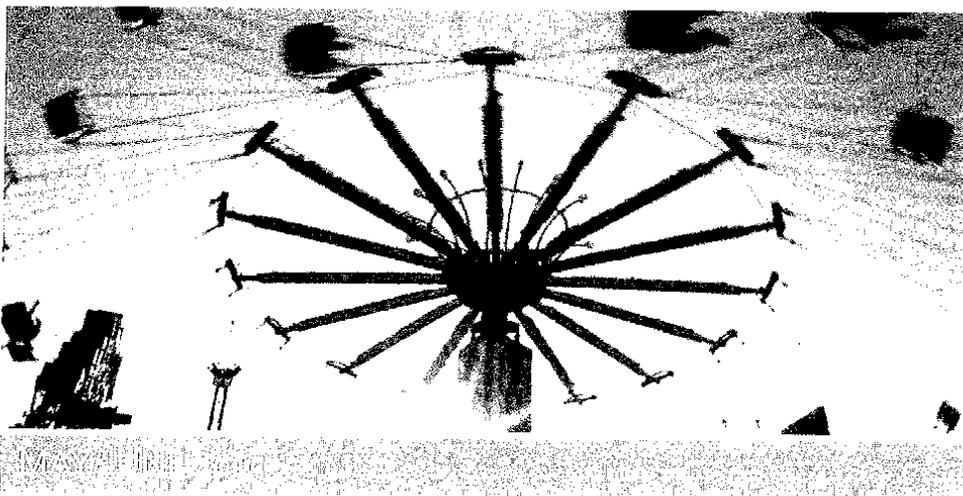
AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Black, Deputy City Clerk



COG Adopts SGV Mobility Matrix

The Governing Board recently adopted the San Gabriel Valley Mobility Matrix, adopting a set of transportation goals and objectives for the region and establishing a baseline and initial evaluation of regional transportation projects that meet these goals.

“With the Mobility Matrix, the San Gabriel Valley has a baseline understanding of existing conditions and, for the first time, a more or less comprehensive list of “wish list” projects for the region,” said COG Executive Director Fran Delach. “The Matrix will continue to evolve as more projects are identified by cities, but this document represents a great starting point for the San Gabriel Valley in its transportation planning efforts.”

Guided by the COG’s Project Development Team (PDT) — made up of representatives from 13 cities, the COG, the ACE Project, LA County, Metrolink, Caltrans, the Metro Gold Line Foothill Extension Construction Authority — the Mobility Matrix identified 374 transportation improvement projects that were found in countywide planning documents and submitted by local jurisdictions. These were categorized into short-term, mid-term, and long-term projects, and each was evaluated for its mobility,

safety, sustainability, economy, state of good repair, and accessibility. As the chart below from the Mobility Matrix shows, more than \$30 billion worth of projects have been identified.

The Mobility Matrix is just the beginning of the COG’s transportation planning efforts. The subregion has significant mobility challenges to face over the next few decades. Additional studies of the travel needs of the transit dependent populations, specific corridors, subregional average vehicle miles traveled (VMT), and existing and future trends of travel through the subregion will help to refine these efforts and address these challenges.

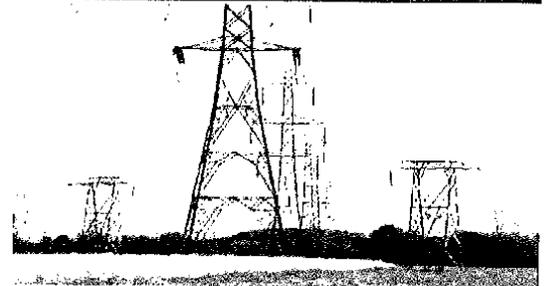
The COG will now move to develop a list of priorities and look to obtain to implement at least a portion of these projects. The value and type of projects identified in the mobility matrices, which were completed for each of the subregions in southern California, will also inform Metro’s consideration of a 2016 sales tax measure.

More information about planning for the next potential sales tax measure — Measure R2 — can be found on page 4.



Valley Voice

VOLUME 3, ISSUE 3



Community Choice Aggregation in LA County, p. 7

Community-Choice Aggregation allows municipalities to aggregate their electrical load and purchase wholesale power that is run through SCE transmission lines.

Also in this issue:

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- ACE Update.....6
- Preparing for the Drought.....7
- SGVEWP Featured Project.....7

The table below shows the projects identified in the SGV Mobility Matrix, by project type and timeframe. Arterial improvements and programs compose about one-third of the project list, active transportation projects make up nearly another third, and highway and transit projects make up most of the remaining project list.

Type/Category	Arterial	Good Movement	Highway	Active Transportation	Transit	Multi-Modal	Total
Short-Term (0-10 yrs)	115 projects \$705M—\$1.06B	1 project \$56M—\$84M	41 projects \$1.14B—\$1.69B/TBD	75 projects \$371M—\$552 M	85 projects \$1.43B—\$2.18B	26 projects \$142M—\$210M	343 projects \$3.84B—\$5.76B
Mid-Term (11-20 yrs)	1 project/TBD \$699M—\$1.04B	\$0	15 projects \$5.62B—\$8.4B	TBD projects \$371M—\$552M	8 projects/TBD \$1.81B—\$5.14B	TBD projects \$142M—\$210M	24 projects/TBD \$8.63B—\$15.35B
Long-term (>20 yrs)	1 project/TBD \$695M—\$1.04B	\$0	6 projects \$2.61B—\$3.92B	TBD projects \$371M—\$552M	6 projects/TBD \$595M—\$3.27B	TBD projects \$142M—\$210M	13 projects/TBD \$4.42B—\$8.99B

#factcheck

SGV High Schools Recognized for Excellence

Four high schools in the San Gabriel Valley were among the top 400 high schools in the nation in the U.S. News & World Report High School Annual High School Rankings. These were

- ◇ La Canada High School (#232)
- ◇ San Marino High School (#292)
- ◇ Diamond Bar High School (#348)
- ◇ South Pasadena High School (#373)

The U.S. News & World Report uses a comprehensive rankings methodology that looks at how well a high school serves both college-bound and non-college-bound students and the academic outcomes of the school across a range of performance indicators. These include the statistical performance of the school, and the performance of the school's students on college-readiness exams such as the Advanced Placement and International Baccalaureate tests. In total, more

than 21,000 high schools were assessed nationwide.

These 4 schools in the San Gabriel Valley were also among the top 100 high schools in the State, out of nearly 2,200 schools.

Dozens of others schools throughout the San Gabriel Valley were also awarded "Silver Medals" for their performance in the rankings. 32 schools in the region received this designation.

While there are many standards by which to judge the performance of high schools, these rankings demonstrate that the San Gabriel Valley is home to many great schools that provide an excellent education for the region's students.



La Canada High School, in La Canada, was ranked the forty-second best high school in the State, and #232 best high school in the nation.

FAST FACTS

colleges, universities, and graduate universities are located in the San Gabriel Valley, providing these talented high school students and all local residents with many local opportunities.

LA County Residential PACE Program To Launch

The LA County Residential Property Assessed Clean Energy (PACE) program launched throughout the County in May 2015. This provides homeowners with additional PACE financing options to install permanent energy efficiency and renewable energy fixtures to their homes. PACE is a unique financing option that allows property owners to fund on-site energy efficiency, renewable energy and water-saving improvements with a loan that is repaid through an assessment on their property tax bill.

Through the LA County Residential PACE program, two programs will be available to homeowners: CaliforniaFIRST and LA County HERO. Both programs have been operating throughout the State for several years. The California HERO Program, administered through the Western Riverside Council of Governments (WRCOG), is currently operating in 28 cities here in the San Gabriel Valley. The CaliforniaFIRST program, administered through the California

Authority, is currently operating predominantly in central and northern California.

The LA County HERO and CaliforniaFIRST program will be operating separately from their statewide programs. The LA County HERO and LA County CaliforniaFIRST programs will provide additional assurances for participants that are not found in their currently-operating programs. These programs require stricter underwriting criteria, better consumer protections with additional disclosures and services, and additional foreclosure support, backed by a pool of reserve funds. Over time, LA County may also be able to leverage its influence to affect the interest rates or fees offered to participants.

Because all cities in the San Gabriel Valley have previously adopted the LA County PACE Resolution, residents in all cities in the region are now able to participate in the LA County HERO and LA County CaliforniaFIRST program.



Residential PACE would allow you to pay for major updates, like attic insulation, that would help you avoid major energy leakages through your roof, wasting energy and money.

FAST FACTS

in total funded HERO projects in the San Gabriel Valley

average duct leakage in the average California home

May 2015 Governing Board Meeting Summary

Below please find an overview of the actions at the May 21, 2015, Governing Board meeting.

Approved Regional and Other Key Outside Agreements

- ◇ Southern California Association of Governments (SCAG)
 - ◇ Community, Economic and Human Development Committee: Becky Shevlin (Monrovia), Joe Lyons (Claremont), and Paula Lantz (Pomona);
 - ◇ Transportation Committee: Teresa Real Sebastian (Monterey Park) and Carol Herrera (Diamond Bar)
 - ◇ Energy & Environment Committee: Denis Bertone (San Dimas) and Diana Mahmud (South Pasadena)
- ◇ Rivers and Mountains Conservancy—Rivers: Margaret Clark (Rosemead)
- ◇ Los Angeles County Division League of California Cities: Sam Pedroza (Claremont)
- ◇ Gold Line Foothill Construction Authority Board of Directors: Sam Pedroza (Claremont)

Thank you, President Lutz!

At the May meeting, the Governing Board and elected officials from throughout the region recognized outgoing President Mary Ann Lutz for her years of service to the region. We thank her for all of her service and for her commitment to identifying regional solutions to regional problems!



Approved FY 2015-16 Budget

- ◇ President: Gene Murabito (Glendora)
- ◇ First Vice President: Tim Spohn (Industry)
- ◇ Second Vice President: Kevin Stapleton (Covina)
- ◇ Third Vice President: Cynthia Sternquist (Temple City)

Approved FY 2015-16 Budget

There's an estimated \$82,467 surplus in FY 2015-16, with an estimated \$1,265,867 in revenues and \$1,183,400 in expenditures. The entire budget can be viewed at www.sgvcog.org/financialdocuments.

Supported AB 672 (Dixon)

Would require that from January 2, 2018, to January 1, 2023, 50% (or \$100 million, whichever is greater) of funding from the Greenhouse Gas Reduction Fund that is allocated to the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program be allocated to support the commercial deployment of zero- and near-zero emission heavy-duty truck technology that meets or exceeds (is less than) the State's nitrogen oxide (NOx) standards.

Supported AB 673 (Dixon)

Would require each jurisdiction that collects and disposes of solid waste to increase the collection and diversion of household hazardous waste (HHW) in its service area by 15% over its baseline amount by July 1, 2020.

Supported AB 674 (Dixon)

Would adopt statewide standards to govern the responsibilities of landlords and tenants regarding the control of bedbugs in rental housing, specifically related to reporting about bed bug infestations.

Approved Construction of online permitting (MIA) with other fee value permitting

Would provide funding for 15 participating cities to implement a customer-facing online permitting system through which customers can apply for building permits. The online permitting module will also incorporate information about rebates and incentives from Edison, the Gas Company, and LA County. The COG is working individually with 13 of the 15 participating cities, using their preferred building permit software, and providing funding to cover at least a portion of the implementation cost.

Adopted the COG's Federal and State Legislative Platform for FY 2015-16

Will guide the staff analysis and recommendations on pending legislative items and enable Board members and staff to respond to legislation quickly as it moves through the process. The COG's Legislative Platform can be viewed at www.sgvcog.org/policies.

Received and filed the FY 2015-16 consolidated financial statement

Received and filed the consolidated financial statement, which includes financial data for both the COG and ACE. There were no significant deficiencies identified. The entire audit can be found at www.sgvcog.org/financialdocuments.

Approved the FY 2015-16 Strategic Plan Update

Approved the Strategic Plan Update for FY 2015-16, which lays out the new objectives for the COG in the next fiscal year.

Supported SB 676 (Hoff)

Would increase several taxes and fees (including the gasoline excise tax, the diesel excise tax, vehicle license fee, and vehicle registration fee) to raise roughly \$3.5 billion in new transportation revenues annually for five years. These new funds would be formulaically allocated to both state and local projects, with the funding primarily used to address deferred maintenance on the

Transportation Quarterly Update

Below please find updates about the COG's transportation activities, as well as other relevant regional and statewide updates.

Planning for Measure R?

Under the direction of the Metro Board, Metro staff has been working on a potential 2016 LA County transportation ballot measure. State legislation has been introduced that would allow LA County to place a ½ cent sales tax on the November 2016 ballot. Metro staff has developed preliminary figures that show the potential revenue figures for each subregion based on a population and employment formula. Using this formula — and assuming that 50% of the revenue generated would be used for local return, transit operations and facility repairs — the San Gabriel Valley subregion would have \$2.325 billion in current dollars available for transportation capital projects if such a tax were approved by LA County voters.

Metro is required to adopt an expenditure plan listing the projects and programs that would be funded by the Measure. To

complete this task, Metro is asking each subregion to establish a list of "Tier 1" projects and programs to be funded using each subregion's share of anticipated revenue. Metro is also considering a companion ballot measure, which would generate an additional \$1 billion for the San Gabriel Valley. The COG is also being asked to identify a list of "Tier 2" projects that could be funded by this ballot measure.

The SGVCOG's Transportation Technical Advisory Committee (TAC) was initially tasked with establishing the "Tier 1" and "Tier 2" list using the recently adopted Mobility Matrix. Using the findings of the Mobility Matrix (some of which can be seen at right), the TAC developed a recommendation for the Transportation Policy Committee to consider. The Transportation Committee will soon

FAST FACTS

of weekday trips occur entirely within the San Gabriel Valley

additional trips are expected between 2014 and 2024

of San Gabriel Valley commuters carpool, which is higher than the LA County average

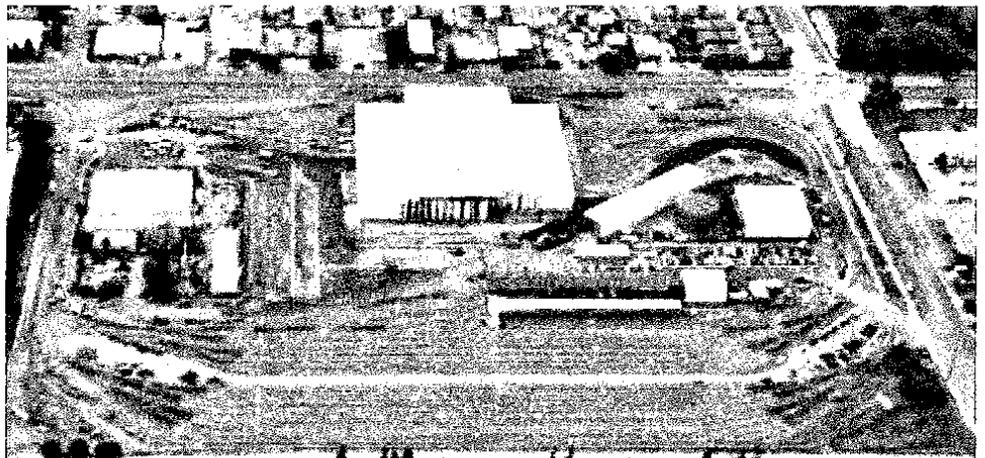
consider the recommendations to send to the Governing Board.

Gold Line Completes Operations Campus

The Gold Line Construction Authority dedicated its new Light Rail Operations Campus on May 23, 2015. The event included a press conference and tours of the facility, located at the Foothill Gold Line Operations Campus in Monrovia just south of the I-210 Freeway.

The Gold Line Operations Campus will be both an operations facility, providing offices and training facilities for staff, and a full-service maintenance facility to inspect, service and maintain up to 84 light-rail vehicles. The site also includes a public plaza, which will provide passive open space for visitors to watch train activity at the campus and include a mix of drought-tolerant plants, native oaks, and ornamental shade trees.

The Campus is one of the only facilities of its kind to be designed and built to meet the U.S. Green Building Council's LEED Gold Standards. The Campus features a 178.5-kilowatt solar panel array, a large-scale stormwater collection and filtration system and other water and energy conservation measures. These include



The Gold Line Operations Facility, located in the City of Monrovia, will provide 24-hour operations and maintenance for the Gold Line light-rail trains. The facility will be turned over to Metro in June, three months ahead of schedule.

skylights to provide natural lighting, lighting controls that detect human motion, LED lighting, and high efficiency water fixtures. Overall, the design of the Main Shop Building is projected to achieve 35% more efficient water usage and 32.5T more optimized energy performance than a typical building of its kind.

The Operations Campus will be turned

over to Metro in June, in preparation for the start of Gold Line service. This is 3 months ahead of schedule. The six-station Pasadena to Azusa light-rail extension is ahead of schedule and operations will be turned over to Metro in late-September, for Metro to begin pre-revenue testing. Metro is expected to open the line in early 2016.

Environment & Water Quarterly Update

Below please find updates about the COG's activities, as well as other energy, environment, natural resources and water updates.

San Gabriel Mountains National Monument Planning Continues

The U.S. Forest Service released its "Need for Change" Analysis, comparing the Presidential Proclamation which created the National Monument to existing management direction in the Angeles National Forest Land Management Plan (LMP), to determine the scope of the Monument Plan. The Monument Plan will be adopted as an amendment to the Angeles National Forest LMP.

Public comments on the Need for Change analysis are due by July 27, 2015. The US Forest Service will also be hosting a series of public meetings throughout the area, providing all interested agencies, groups, and all members of the public the opportunity to learn more about the

Monument, talk with the Forest Service staff, and provide input. These meetings will be held as follows:

June 22, 2015, 4:00 p.m.—8:00 p.m.
Pacific Community Center (501 S. Pacific Ave.; Glendale, CA 91204)

June 24, 2015, 4:00 p.m.—8:00 p.m.
Public Library (140 S. Glendora Ave.; Glendora, CA 91741)

June 25, 2015, 3:00 p.m.—8:00 p.m.
Pico House (424 N. Main St.; Los Angeles, CA 90012)

Workshops will also be held in the cities of Palmdale and Wrightwood.

Following the public comment period, the Forest Service will revise the



Management Plan, to be released for public comment, which is expected in Spring 2016. The Forest Service expects that the Management Plan will be finalized in Winter 2016 or Spring 2017, ahead of the October 2017 deadline established in the President's Presidential Proclamation.

Community Choice Aggregation in LA County

Community choice aggregation allows cities and counties to combine or "aggregate" the electric load of their residents, businesses, and public facilities and purchase wholesale electricity to sell to these customers. Unlike a utility, these community-choice aggregators (CCAs) do not own transmission and delivery systems but instead purchase power from an electricity supplier and sell that electricity to its customers. The purpose of CCAs is to provide customers with choice, creating utility competition that benefits customers.

Many cities have identified the formation of CCAs as critical components to help reduce their greenhouse gas emissions. CCAs have more ability and flexibility to provide "greener" power that comes from more renewable sources. The two largest CCAs in California — Marin Clean Energy (MCE) and Sonoma Clean Power (SCP) — offer their customers the option

of receiving energy that comes 100% from renewable sources. Their "default" energy mix comes from 33% renewable sources.

MCE and SCP are currently the only CCAs providing power in the State. MCE is a joint-powers authority (JPA) made up of all of the municipalities in Marin County and the City of Richmond, and that serves more than 125,000 customers in those areas. SCP includes 8 municipalities and Sonoma County and serves more than 150,000 customers. Rates for both MCE and SCP are set by the agency's governing bodies, which is made up of elected officials from the enrolled cities, with oversight by the California Public Utilities Commission (CPUC). Both MCE and SCP state that their rates are lower than those of the investor-owned utility (IOU) in the area, Pacific Gas & Electric. MCA and SCP control the price, the fuel mix and the

source of energy, and PG&E continues to deliver the electricity through its transmission and distribution system and provides meter reading, billing, maintenance, and outage response services.

While both operating CCAs are located in the PG&E Service Territory, there is growing interest in CCAs across the State in other service territories. The City of Lancaster has formed a CCA and intends to begin providing power to its residents later this year. Eight cities, located predominantly in the South Bay, have also adopted resolutions supporting CCAs.

On direction from the Board of Supervisors, LA County is currently exploring the feasibility of forming a county-wide CCA and assessing the costs, benefits, risks, and interest in developing a CCA.

STAY INFORMED

For more information on COG activities, visit our website at www.coag.ca.gov. For more information on the COG's activities, visit our website at www.coag.ca.gov. For more information on the COG's activities, visit our website at www.coag.ca.gov.

Housing Quarterly Update

Below please find updates about the COG's activities, as regional and statewide updates.

Addressing Homelessness in the San Gabriel Valley

The Los Angeles Homeless Services Authority (LAHSA) released the results of the Los Angeles County 2015 Homeless Count, and homelessness in the 15 participating cities in the San Gabriel Valley increased by nearly 10%. The Los Angeles Homeless Count is held every other year and provides a "point-in-time" snapshot of the number of homeless and some of their characteristics.

The Homeless Count shows a number of statistics about homelessness in each subregion. Homeless in the San Gabriel Valley have more access to emergency housing than those in other regions, as 44% of the population was sheltered, a higher percentage than other regions. There was also a 38% decrease in the Veterans homeless population in the region.

The COG is supporting a coalition of homeless service providers in the SGV, led by Union Station Homeless Services in

- Arcadia Mental Health
- VOA—El Monte Access Center
- Monrovia Foothill Unity Center
- Union Station Pasadena
- Friends in Deed (Women Only)
- Pasadena Foothill Unity Center
- VOA—Pomona Homeless Outreach

	8A—5:30PM	
	9A—5P	
	9A—5P	
	7A—2:30P	
	9A—5P	9A-2P
	9A—5P	
	9A—5P	

Pasadena, in the roll-out of the coordinated entry system (CES) and homeless family solutions system (HFSS). These programs provide access points and assessments to connect homeless with the correct services. Intake sites for homeless individuals are listed above, and homeless families can call 211 to schedule an appointment at a Regional Family Solutions Center.

be coordinating with these homeless services providers to host workshops for city staff.

FACT FACTS

FACT FACTS

of the homeless population in the San Gabriel Valley is made up of chronically homeless individuals

Over the next few months, the COG will

2015-04-02 10:00 AM



ACE Update

Work Begins on Fairway Drive

Federal, state and local officials gathered on April 2, 2015, to kick-off construction on a four-lane roadway underpass and four-track railroad bridge to replace the congested railroad crossing on Fairway Drive, just north of the 60 Freeway in the City of Industry and in Rowland Heights. The \$141.8 million project will create more than 2,500 jobs over 3 1/2 years of construction. Completion is scheduled for Summer 2018.

The Fairway Drive railroad crossing is used daily by nearly 25,000 vehicles, including significant truck traffic, and is blocked by an average of 49 trains a day. This is projected to increase to 91 trains a day by 2025. The Fair Drive grade separation project will eliminate 62.5 vehicle hours of crossing delay each day, and will reduce the potential for crossing collisions. The project will also reduce emissions and eliminate locomotive horn



Federal, State, and local elected officials all gathered to recognize the groundbreaking for the Fairway Drive project in the City of Industry and in the unincorporated Los Angeles County Rowland Heights. The project will create jobs during construction and will ultimately reduce vehicle delays at the train crossing.

Preparing for Drought

California has entered the fourth year of the most extreme drought in recent history, and recent conditions have not alleviated the situation.

Temperatures in Southern California in 2014 registered 5 degrees above average, and Southern California has received just 35% of average rainfall levels for the year. For the San Gabriel Valley, to get back to its average rainfall, it would have to rain over 42 inches to make up for the lack of rainfall during the past three winters.

On April 1, 2015, Governor Brown issued an Executive Order extending the emergency drought conservation efforts and calling for a mandatory 25 percent reduction in urban water use from 2013 levels. These actions are to be administered by the State Water Resources Control Board and urban water suppliers (retail water utilities with 3,000 or more connections). Measures to be taken from this

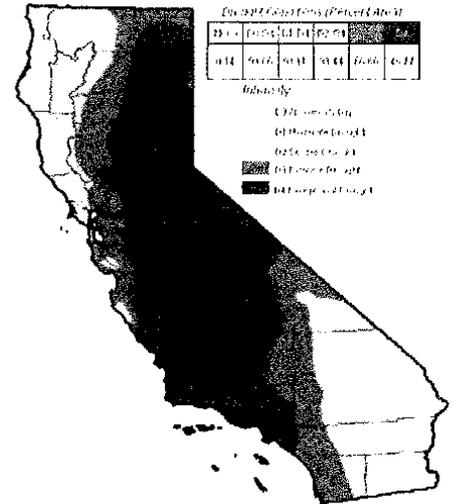
Executive Order include new standards for water-saving devices, outdoor irrigation restrictions, and adjusted water agency rate structures that encourage conservation.

Upper District and the surrounding water agencies have made significant investments in water recycling, water use efficiency, groundwater treatment, and water storage programs to ensure a reliable water supply for the region. They are encouraging San Gabriel Valley residents to make conservation a way of daily life.

Agencies have increased their presence at community events to educate residents on what actions they can take to help us weather this drought. For example, in 2014, Upper District hosted informational booths at 105 community events, published 38 print advertisements, and launched multiple social media platforms to better inform the public.

U.S. Drought Monitor

California
April 21, 2015



Visit www.saveourwater.com for conservation tips and best practices, and www.socialwatersmart.com for rebates on water-saving devices and turf removal.



SGVEWP Featured Project

Go Green SGV Business Challenge

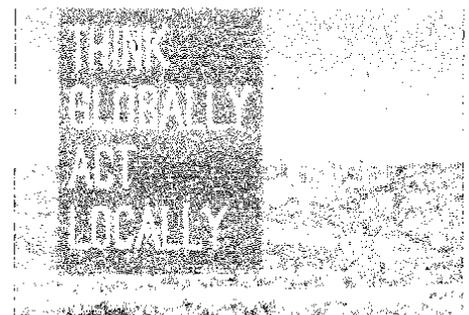
The COG has launched the Go Green SGV Business Challenge to increase water and energy efficiency in the San Gabriel Valley!

The Go Green SGV Business Challenge is being offered as a free service to businesses in all cities in the San Gabriel Valley. Sustainable businesses have been proven to have lower operating costs, enhanced brand and market advantage, increased employee engagement and productivity, and improved financial investment opportunity. Go Green SGV will serve as an easy step onto the path of sustainability for businesses as well as the community as a whole.

Businesses that participate in the Go Green SGV Business Challenge will receive customized assistance from one of the COG's representatives, who will help them create a plan to prioritize sustainable practices and assist with the

with existing resources and incentives. Participating businesses will also be recognized in a variety of capacities, including in the COG's publications and at the COG Governing Board Meeting, depending on their level of involvement. The recognition program consists of three levels: partner, member, and leader. The more businesses do to be sustainable and move up the ladder in the program, the more benefits they will receive!

Businesses can get started with the Go Green SGV Commercial Energy Solutions Guide, which the COG created to provide an introduction to programs and resources available to small businesses for energy efficiency upgrades. These include rebate and incentive programs from Southern California Edison and Southern California Gas Company and other financing options.



LEAD YOUR COMMUNITY WITH SUSTAINABLE SOLUTIONS



THE SAN GABRIEL VALLEY
BUSINESS CHALLENGE

benefit from customized assistance to help reduce their operating costs? Let us know! Contact us at (626) 457-1800 or gogreensgv@gmail.com.

You can also find out more and even apply at our website:

Upcoming Meetings

Thursday, June 18, 6:00 p.m.
Governing Board
602 E. Huntington Dr.; Monrovia, CA

Monday, June 22, 9:00 a.m.
LA County Strategic Plan Workshop
602 E. Huntington Dr.; Monrovia, CA

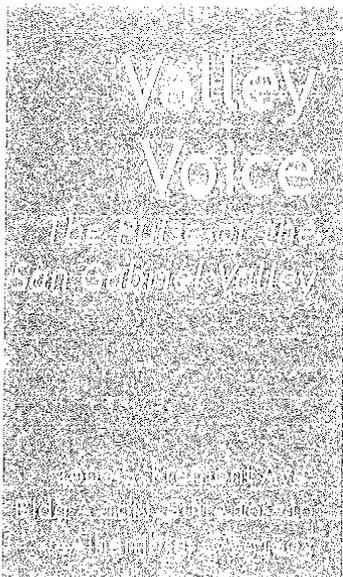
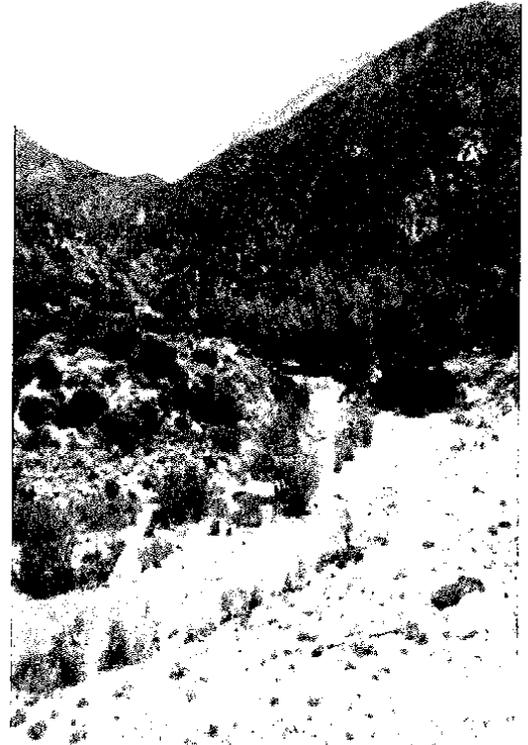
Wednesday, June 24, 9:00 a.m.
Community-Choice Aggregation Workshop
321 S. Myrtle Ave.; Monrovia, CA

Wednesday, June 24, 4:30 p.m.
Transportation Committee
225 W. Valley Blvd; San Gabriel, CA

Wednesday, June 24, 5:30 p.m.
Metro CEO Reception
225 W. Valley Blvd; San Gabriel, CA

Thursday, June 25, 12:00 noon
Planners TAC
119 W. Palm Ave.; Monrovia, CA

We encourage you to attend any of these meetings to find out more about what's going on at the COG!





Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of June 23, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Marco A. Espinoza, Planning Division

SUBJECT: **Second Reading of Ordinance No.1232**
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.

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 language to the definitions of "Medical office" and "Professional business offices" "*that service clientele on a daily basis*" to comply with the Commission's request.

On June 9, 2015, the City Council reviewed the proposed MCTA and the Commission's recommended change as mentioned above. Staff also presented to the Council two additional changes to the proposed Ordinance which were as follows:

1. The deletion of the words "*Wholesaling or*" from the Prohibited uses Section 18.530.080. as it conflicted with a permitted use.
2. The following language was also deleted in five (5) subsections of the ordinance as it is essentially the same process as Unclassified Uses, Chapter 18.192 "*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.*" This was also the section that the Commission had requested that the words "development plan review board" be changed to "Planning Commission" to be consistent with the Unclassified Uses process of appeals.

The City Council voted to approve Ordinance No. 1232 as presented with the additional modifications. Staff has attached the revised Ordinance for your review and consideration. Staff and the Planning Commission recommend approval of the Ordinance.

Respectfully Submitted,

Marco A. Espinoza
Senior Planner

Attachments: Ordinance No.1232

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 23rd Day of June, 2015.

Curtis W. 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 June 23rd, 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

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 relating to Specific Plan No. 18 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 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.

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 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.

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 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;

18.530.070 Conditional uses.

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;

- B. Automobile and truck sales and lease of new vehicles only;
- C. Gasoline service stations;
- D. Theaters, walk-in and indoor only;
- E. Hotel or motel, including retail establishments as part of a hotel or motel complex;
- F. On or off-site alcoholic beverages, provided that such use is incidental and ancillary to another permitted use;
- 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;
- M. Outdoor storage as an accessory to home improvement centers and plant nursery operations;
- N. Accessory game arcade consisting of seven or more machines within an indoor recreation facility.

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. 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. 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;

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 complement 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 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;

18.530.126 Conditional uses.

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 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. 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.

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 corner of Arrow Highway and Lone Hill Avenue and encompasses approximately 54± acres. All development within specific plan no. 18 shall generally conform to Exhibit A. 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 4.7 spaces per thousand square feet of gross floor area;

F. Signs. The provisions of Chapter 18.152, as amended, 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;

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 — 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 center.

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;

F. Signs. The provisions of Chapter 18.152 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. Restaurants. Restaurants shall not exceed 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.

B. Utilities. All utilities provided to serve these uses and buildings shall be installed underground.

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 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

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:

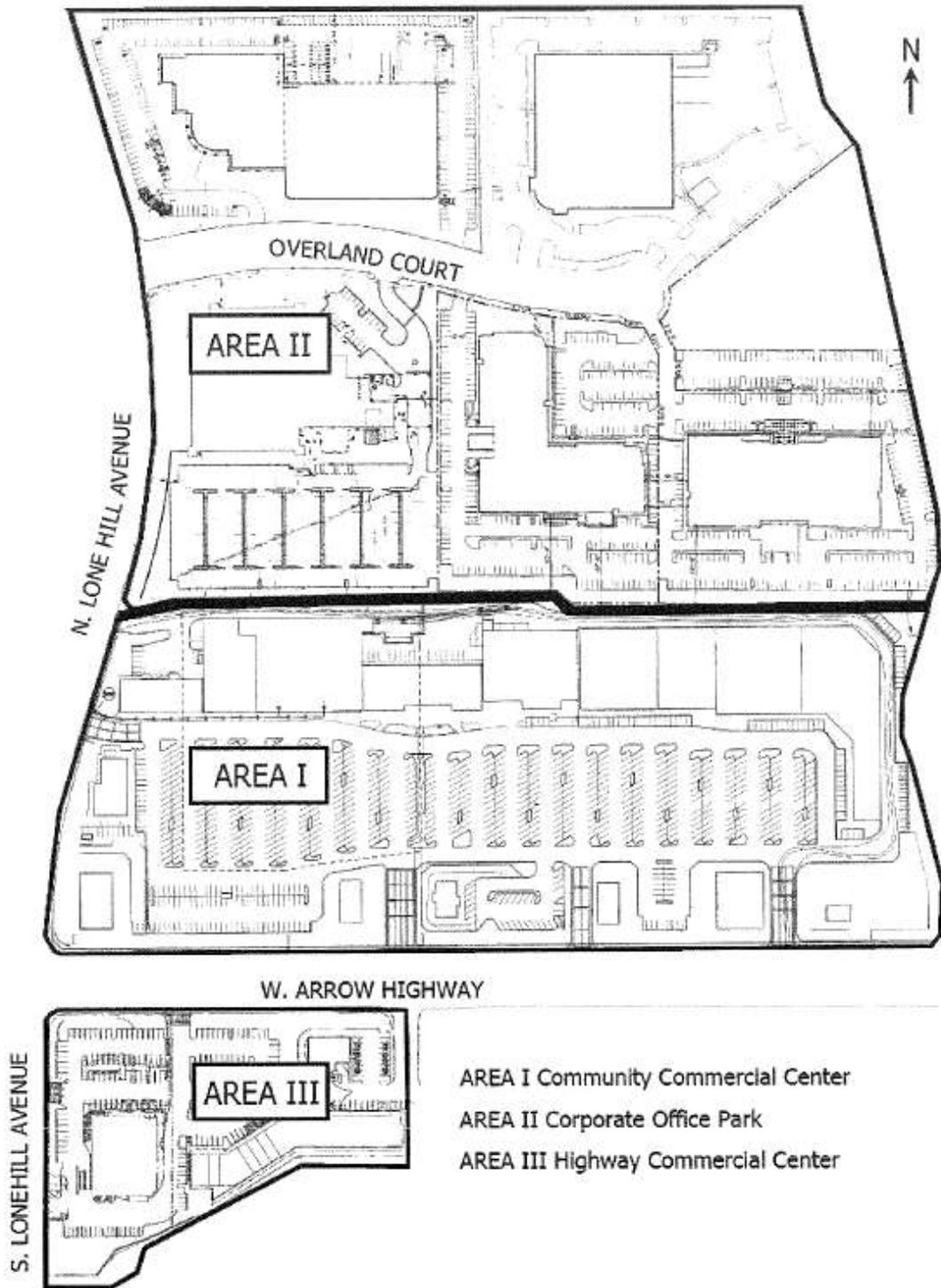
1. The proposed improvements will maintain or enhance the existing character and purpose of Specific Plan No. 18;
2. The architectural character, style and use of materials harmonize with the natural setting, if applicable.

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.

EXHIBIT A





Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of June 23, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Larry Stevens, Assistant City Manager
Theresa Bruns, Director of Parks and Recreation

SUBJECT: Consideration and recommendation to the Watershed Conservation Authority on the Initial Study/Mitigated Negative Declaration for the Walnut Creek Habitat and Open Space Project.

BACKGROUND

In 2008 the City and the Watershed Conservation Authority (WCA) acquired the approximate 60.9 acre Walnut Creek Habitat and Open Space property. The City committed \$1 million for title to a 6.9 acre share, while the WCA contributed the remaining \$8.24 million grant from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) for the total purchase price of \$9.24 million. The property was acquired for open space preservation purposes in perpetuity with the intent of initiating a community planning process to determine the uses for the entire property.

In 2011 the WCA hired AHBE, a planning consultant, utilizing grant funding, to conduct the community planning process in cooperation with the City. AHBE's scope of work included three focus tasks which included: site analysis and assessment; community outreach; and concept plan development.

The community outreach portion included a number of meetings of community stakeholders and leaders, participating in interviews designed to solicit feedback about their visions for the site, and to identify their priorities and concerns as the planning process commenced. The stakeholder interviews included representatives from the adjacent Homeowners Associations; California Department Fish & Game; City Commissioners (Equestrian, Parks & Recreation and Planning); LA County Department of Parks & Recreation; LA County Fire & Sheriff Departments, to name a few. The results of the interviews envisioned the site as an area for passive recreation and preservation of open space.

After the initial stakeholder interviews, the city's plan was to engage the community in the visioning of the site with hosting (3) three public workshops for the community to participate in the design process and provide input on how they would like to see the site developed into an open space resource.

The first public workshop was held on September 29, 2011. The meeting was formatted to include a brief video tour of the site and a presentation by AHBE Landscape Architects that reviewed the Site Assessment Report, followed with a Question and Answer period. Approximately 1,000 postcard notifications were mailed to project stakeholders, including all addresses within 1,000-foot radius of the project site. 160 flyers were distributed to a variety of community locations and (4) four local newspapers were contacted to run an article about the project and meeting dates for their calendar. Approximately 86 people attended the workshop.

The second visioning workshop took place on November 15, 2011. Notifications for the meeting included all outreach strategies utilized for the first workshop, as well as notification via the Facebook page. Three concept alternatives for the site based on the community comments given in the first workshop were presented and attendees were given the opportunity to break into smaller groups and discuss each alternative and create their own ideal site plan. A representative of each smaller group shared with the larger audience the main points of their discussion. Approximately 70 people attended the workshop.

The third and final visioning workshop took place on March 6, 2012. Notifications for the meeting again included all the outreach strategies utilized for the first and second workshops. The workshop included a presentation by AHBE Landscape Architects outlining the details of the proposed schematic plan for the site, followed by a brief presentation and additional comments by City and WCA staff. Following the speakers, an open question and answer session was held. Approximately 101 people attended this meeting.

In terms of total attendance at meetings, 184 unique stakeholders participated in the process. In summary: 22 participants attended all 3 meetings; 9 participants attended meetings #2 and #3; 12 participants attended meetings #1 and #3; 58 participants were newcomers to meeting #3.

The Conceptual Plan was presented to all 3 Commissions (Equestrian, Parks & Recreation and Planning) during a joint commission meeting on July 17, 2012. The plan was discussed and next steps were presented with possible phasing of the project.

The next steps included a presentation and recommendation to the City Council on August 28, 2012 for the Conceptual Master Plan. The Conceptual Master Plan was accepted by the City Council and provided a starting point for the development of the open space in concept and may evolve or be adjusted over time as funding sources become available. City Staff and WCA staff identified for their boards a phased approach for development of the conceptual plan.

Phase 1, was reviewed by both the City Council and the WCA Board to include the completion of the CEQA process, limited to pedestrian only access through Loma Vista Park, the development of one primary trail (Meadow Trail) which will provide connection to the Antonovich Trail on the west as indicated on the trail plan; and a portion of the General Site Trail; the removal of the buildings on the City owned portion of the site; and installation of segments of the perimeter buffer.

In February 2013, the City and the WCA submitted a joint letter to Supervisor Antonovich requesting assistance through the Fifth Supervisorial District County Proposition A Excess Funds. On April 18, 2013 during the City Council morning meeting with Supervisor Antonovich, he reported his approval of support for the request for Proposition A funding. In December 2013, Los Angeles County Board of Supervisors approved funding for the grant request of \$850,000, and grant agreements were executed in January 2014.

ENVIRONMENTAL INFORMATION

In September 2014, Morse Planning Group was hired to prepare the CEQA documents (Initial Study/Mitigated Negative Declaration) for the Walnut Creek Habitat and Open Space project. The scope of services included addressing and evaluation of the concept plan, reports and technical studies generated for the project. The analysis was patterned after the Initial Study Checklist recommended by the California Environmental Quality Act (CEQA) Guidelines and used in the environmental review process for potential environmental impacts associated with the proposed project.

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and answers are provided according to the analysis undertaken as part of the Initial Study. To each question, there are four possible responses:

- **No Impact.** The project will not have any measurable environmental impact on the environment.
- **Less Than Significant Impact.** The project will have the potential for impacting the environment, although this impact will be below established thresholds that are considered to be significant.
- **Less Than Significant Impact With Mitigation Incorporated.** The project may have the potential to generate an impact which may be considered as a significant effect on the environment, although mitigation measures or changes to the development's physical or operational characteristics can reduce these impacts to levels that are less than significant.
- **Potentially Significant Impact.** The project may have an impact which is considered significant, and additional analysis is required to identify mitigation measures that could reduce this impact to a less than significant level.

The environmental factors checked below were evaluated and analyzed for the level of impact this project would have on these factors. Mitigation measures were then created to reduce the level to a less than significant impact.

✓	Aesthetics	✓	Land Use and Planning
	Agriculture and Forest Resources		Mineral Resources
	Air Quality	✓	Noise
✓	Biological Resources		Population and Housing
✓	Cultural Resources		Public Services
✓	Geology and Soils		Recreation
	Greenhouse Gas Emissions	✓	Transportation/Traffic
✓	Hazards & Hazardous Materials		Utilities & Service Systems
✓	Hydrology & Water Quality	✓	Mandatory Findings of Significance

The Draft Initial Study/Mitigated Negative Declaration was circulated for review and comment to the public, agencies, and organizations. The Draft Initial Study/Mitigated Negative Declaration was also circulated to State agencies for review through the State Clearinghouse, Office of Planning and Research. The 30-day public review period ran from May 12, 2015 to June 10, 2015.

A community meeting took place on May 19th at City Hall during a regularly scheduled Parks and Recreation Commission meeting to provide the community an opportunity to comment on the environmental document up for review. Approximately 1,000 postcards were mailed to residents surrounding the project area. The meeting was also posted on the City's and WCA's websites. The notice was also posted at all regular posting areas. The document was available for review on the City's and WCA's websites in addition to a hard copy being available at the San Dimas Public Library and City Hall.

Written comments were received from the following agencies during the 30-day public review period:

1. County of Los Angeles Fire Department, May 26, 2015
2. California Department of Transportation (Caltrans), May 28, 2015
3. County of Los Angeles Department of Regional Planning, June 4, 2015
4. San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy, June 9, 2015
5. County of Los Angeles Department of Parks and Recreation, June 9, 2015
6. County of Los Angeles Department of Public Works, June 10, 2015

Written comments were also received from the public during the review period. Comments received from the agencies and the public fell into two-categories: 1) Project-Related or 2) CEQA-Related. Attached is a memo outlining the comments received from both the agencies and the public and the responses to the comments.

RECOMMENDATION

Staff recommends that City Council Receive the Initial Study/Mitigated Negative Declaration and forward the document to the Watershed Conservation Authority with a recommendation to adopt.

Respectfully Submitted,

Larry Stevens, Assistant City Manager for Community Development

Attachments:

IS/MND document
Agencies & Public Comments & Responses to Comments

MEMORANDUM

To: City Council

From: Theresa Bruns, Director of Parks and Recreation
Lawrence L. Stevens, AICP, Assistant City Manager- Community Development

Project: Walnut Creek Habitat and Open Space Project

Subject: Comments Received on Draft Initial Study/Mitigated Declaration for Walnut Creek Habitat and Open Space Project

PUBLIC REVIEW PROCESS – DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

The Draft Initial Study/Mitigated Negative Declaration was circulated for review and comment to the public, agencies, and organizations. The Draft Initial Study/Mitigated Negative Declaration was also circulated to State agencies for review through the State Clearinghouse, Office of Planning and Research. The 30-day public review period ran from May 12, 2015 to June 10, 2015.

Comments received in writing during the 30-day public review period from the public and local and State agencies are noted below. Copies of the written comments are included at the end of this memorandum.

Agency Comments

Written comments were received from the following agencies during the 30-day public review period:

1. County of Los Angeles Fire Department, May 26, 2015
2. California Department of Transportation (Caltrans), May 28, 2015
3. County of Los Angeles Department of Regional Planning, June 4, 2015
4. San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy, June 9, 2015
5. County of Los Angeles Department of Parks and Recreation, June 9, 2015
6. County of Los Angeles Department of Public Works, June 10, 2015

Public Comments

Public Comments were received from the following individuals or groups during the 30-day public review period:

1. Henry and Nancy Rodriguez, June 10, 2015
2. Diane and Hamed Sadoughi, June 10, 2015
3. Sandra Garcia, June 10, 2015
4. Glen and Barbara Anderson, June 10, 2015
5. Judy Hammond, June 10, 2015
6. Dr. Ervin and Dawn Trilles, June 10, 2015

7. Van Lam, Nicole Durkan Lam and Family, June 10, 2015
8. Daryl and Catherine Weatherspoon, June 10, 2015
9. Moses W. Tung, June 10, 2015
10. Tracie Jorgensen, June 10, 2015
11. Thomas A. Diaz, June 10, 2015
12. Dr. Marvin Ersher, June 10, 2015
13. Petition and (17) Signatures, June 10, 2015
 - a. Orlando, Nicole, Alexia, and Alyssa Cepeida
 - b. Ben, Kandy and Michelle Keller
 - c. Aliza and Adrian Cepeida
 - d. Britney Perez
 - e. Sandra, Seth and David Ireland
 - f. Arden and JoAnn Bates
 - g. Martin Maldonado
 - h. E. Richard Ginkel
14. Bob Smith, June 9, 2015
15. Dori Lewis, June 9, 2015
16. Elaine A. Baker, June 9, 2015
17. Mark and Elaine Baker, June 9, 2015
18. David and Sandra Ireland, June 8, 2015
19. Dr. Michael Carney, June 8, 2015
20. Nicole Cepeida, June 8, 2015
21. Harold Denning, June 8, 2015
22. Unidentified Via Verde Resident, June 7, 2015
23. Al and Diane Hernandez, June 7, 2015
24. Michelle Cowles, June 5, 2015
25. Sherri Harrier, June 4, 2015
26. Gaston and Maria Cristina Gonzalez, June 3, 2015
27. Changlu & Linda Lu, May 31, 2015
28. Teresa and Ken Gemmer, May 29, 2015
29. Michael and Patricia Tang, May 28, 2015
30. Thaddeus Gallizzi, May 28, 2015
31. Nicholas Ohanyan, May 27, 2015
32. Brian and Carol Ann Mc Nerney, May 25, 2015
33. Albert Salgado, May 21, 2015, May 22, 2015,
34. Umberto Yacon, May 21, 2015
35. Sonny Oleas, May 21, 2015
36. Don Meredith, May 18, 2015
37. Glenn T. Ford (representing Ford Management Company HOA-Via Verde Tract 31117), May 18, 2015

Comment cards were submitted by the following individuals or groups:

38. Sean, May 22, 2015
39. Danny Haborern, May 22, 2015
40. Chikahide & Keido Date, May 26, 2015

COMMUNITY MEETING

A Community Meeting was held as part of the City of San Dimas' Parks and Recreation Commission regular meeting on May 19, 2015, and provided the opportunity for the public to provide comments on the Draft Initial Study/Mitigated Negative Declaration. The minutes from the May 19, 2015 Parks and Recreation Commission meeting are attached.

AGENCY COMMENTS

Responses to the CEQA-related comments from public agencies are provided below.

Agency: County of Los Angeles Department of Parks and Recreation

The Los Angeles County Department of Parks and Recreation provided recommended wording changes for Section 2.0, Project Description. All the recommended wording changes will be included in the Final Initial Study/Mitigated Negative Declaration.

Agency: County of Los Angeles Department of Public Works

The County of Los Angeles Department of Public Works provided comments on the following topics: air quality, geology and soils, hydrology and water quality, noise, and utility and service systems.

Air Quality

Mitigation Measure AQ-1 will be revised in the Final Initial Study/Mitigated Negative Declaration to remove language referencing the City Engineer and the County of Los Angeles, which will be replaced with language changing the responsibility to be with construction contractors.

Geology and Soils

Mitigation Measure GEO-3 will be revised in the Final Initial Study/Mitigated Negative Declaration to reflect the comment.

Hydrology and Water Quality

It is not anticipated that additional hydrologic analysis will be prepared for the project. However, should new hydrologic analysis be conducted, the analysis will be provided to the Department of Public Works for review.

Noise

Mitigation Measure NOI-1 will be revised in the Final Initial Study/Mitigated Negative Declaration to remove language referencing the City Engineer or the County of Los Angeles, and be replaced with language changing the responsibility to be with construction contractors.

Utility and Service Systems

The analysis will be modified in the Final Initial Study/Mitigated Negative Declaration to address the comment and includes mitigation measures for the recycling of construction materials and operational recycling efforts. In addition, the impact conclusion will be changed from Less Than Significant to Less Than Significant With Mitigation Incorporated.

- UTIL-3 The Watershed Conservation Authority and the City of San Dimas shall require construction contractors to comply with Los Angeles County Code Chapter 20.87, Construction and Demolition Debris Recycling and Reuse.
- UTIL-4 The Watershed Conservation Authority and the City of San Dimas shall implement on-site recycling programs for paper, glass, plastics, and metal.
- UTIL-5 The Watershed Conservation Authority and the City of San Dimas shall implement either an on-site or off-site composting program.

Agency: County of Los Angeles Department of Regional Planning

The County of Los Angeles Department of Regional Planning Works provided comments on the following topics: responsible and trustee agencies, project description, aesthetics, biological resources, and land use and planning.

Responsible and Trustee Agencies

Los Angeles County Department of Regional Planning will be added as a Responsible Agency.

Project Description

The clarifications requested will be incorporated into the Final Initial Study/Mitigated Negative Declaration.

Aesthetics

As requested, the Los Angeles County General Plan will be added as a source.

Biological Resources

Clarification regarding the timing of the mitigation measures will be included in the Mitigation Monitoring and Reporting Program.

Land Use and Planning

The clarifications requested will be incorporated into the Final Initial Study/Mitigated Negative Declaration.

PUBLIC COMMENTS

Comments received from the public fall into two-categories: 1) Project-Related or 2) CEQA-Related.

Project-Related (Or Non-CEQA-Related) Comments

1. Privacy/Buffers
2. Crime/Vandalism
3. Access to Park and Parking
4. Opposition to Conceptual Master Plan

Comment: Privacy/Buffers

Response: The proposed conceptual project includes a vegetated buffer along the property's interface with adjacent residential units. This buffer of trees, shrubs, and groundcovers will serve as a privacy screen between the residences and public access to the site's trails and proposed program amenities. The buffer will vary in dimension, but will have a minimum width of 50 feet.

Phase 1 includes approximately 2,800 linear feet of native plant buffer, inclusive of flowers, shrubs, groundcover and trees. The Phase 1 buffer extends westerly from Loma Vista Park to the westerly park boundary and then northerly along the western property line of the Walnut Creek Open Space, as well as easterly from Loma Vista Park to include approximately three properties east of Calle Bandera along the Open Space property line.

The purpose of the buffer is to discourage access or approach to the residents, and to screen visibility into residential properties. The buffer zone will vary in dimension, but will be a minimum of 50'. The varying grades along the property line will be taken into consideration in the design of the landscape buffer, and a planting plan will be selected to best serve the purpose based upon topography.

Comment: Crime/Vandalism

Response: Access to the site is limited to pedestrian only in Phase 1 with an access gate located at Loma Vista Park. San Dimas park hours are restricted to dawn to dusk, and the access gate will be closed and locked each evening, and opened each morning, thus limiting access to specific use hours.

During the "open" hours, the open space users will be more visible and monitored with use. It is less likely that crime and vandalism will occur or be associated with an open, visibly accessible area than in a closed, "off limits," hidden and less accessible area. In parks and in open, accessible recreation spaces, use creates greater observation, visibility and oversight, which discourages inappropriate activity.

The San Dimas Sheriff's patrol will have enforcement of after-hours use and for any illegal or unauthorized use or activity.

In addition, the Rangers (California Peace Officers) generally rotate their patrols and time spent at Watershed Conservation Authority sites based on activity levels and when warranted such as if vandalism issues arise. They would also still be on-call 24/7, as they are now, through the ranger services dispatch.

Comment: Access to Park and Parking

Response: For Phase 1, access to the Walnut Creek Habitat and Open Space area will be limited to pedestrian-access only with a connection through the Loma Vista Park. Automobile access will be determined during later phases of project implementation and funding. Visitors to the Habitat and Open Space area can park off-site on nearby public streets. Should concerns be raised regarding off-street parking for the Habitat and Open Space area, the Watershed Conservation Authority and/or the City of San Dimas will initiate a process to determine the appropriate action(s) to address the concerns.

Comment: Opposition to the Conceptual Master Plan

Response: The Conceptual Master Plan was developed after an extensive public process in 2011 and 2012. This Plan was accepted by the Watershed Conservation Authority Board and City Council at the conclusion of that process. Upon accepting the Master Plan the City Council authorized seeking funding for Phase 1 only. Subsequent phases have not been defined and will require future City Council direction when funding becomes available. Any changes to the Master Plan will require City Council consideration and a public review process.

Phase 1 includes:

- Pedestrian access through Loma Vista Park
- Demolition of several buildings adjacent to Loma Vista Park
- Meadow Trail and portions of the General Trail, including connection to Antonovich Trail at the westerly end of the property.
- Landscaping buffer (as much as funding accommodates).

The Council authorized funding for the CEQA process which must be completed prior to receiving the grant funds. CEQA does not permit projects to be “piecemealed”. As a result the CEQA analysis is based upon the current Master Plan even though Phase 1 is the only portion of the project intended to be constructed at this time. Future substantive changes to the Master Plan may require additional CEQA analysis.

CEQA-Related Comments

The following CEQA-related topics were raised:

1. EIR Should Be Prepared
2. Increased Noise Levels

3. Fire Hazards
4. Traffic Increase in the Neighborhood
5. Poor Air Quality
6. Impacts to On-Site Biological Habitats

Comment: EIR Should Be Prepared

Response: The Initial Study/Mitigated Negative Declaration concluded that all impacts with or without mitigation were below the significance thresholds for all environmental topics. The following topics were determined to be less than significant with the imposition of mitigation measures: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards & Hazardous Materials, Hydrology & Water Quality, Noise, and Utilities & Service Systems. All other topical areas were concluded to have no impacts or less than significant impacts. Given that no significance thresholds were exceeded, CEQA does not warrant the preparation of an Environmental Impact Report (EIR).

Comment: Increased Noise Levels

Response: The Initial Study/Mitigated Negative Declaration acknowledges that the proposed project would result in noise generated during construction and includes mitigation measures requiring construction contractors to comply with the Los Angeles County Code, Section 12.08.440, Noise Control Ordinance, including hours of construction, noise levels to residential structure, and equipment requirements.

With respect to operation of the proposed project, noise from park uses would primarily occur during the daytime activity hours (sunrise to dusk). A potential noise impact to surrounding residential uses is from the visitor center, which is part of a future phase that will require approval by the Watershed Conservation Authority. A mitigation measure has been included to set a standard for both the interior and exterior noise levels of the visitor center to ensure noise levels are within the acceptable County standards.

In addition, the proposed project includes a vegetated buffer along the property's interface with adjacent residential units. This buffer of trees, shrubs, and groundcovers will serve as a privacy screen between the residences and public access to the site's trails and proposed program amenities. The buffer will vary in dimension, but will have a minimum width of 50 feet

With respect to traffic noise, the noise of cars entering and exiting the parking areas, closing doors, and the movement of people would not generate noise greater than the existing daytime traffic noise. The proposed project would generate, at the most, 12 trips during the peak hour during the week and 21 and 26 vehicles, respectively on Saturday and Sunday. The volume, less than one vehicle per minute would result in a negligible noise increase to receptors adjacent to the project site.

Comment: Fire Hazards

Response: The Initial Study/Mitigated Negative Declaration reviewed fire-related hazards in both Section 4.8, Hazards and Hazardous Materials and Section 4.14, Public Services. The Initial Study/Mitigated Negative Declarations acknowledges that the project site is located within a Very High Fire Hazard Severity Zone and includes Mitigation Measure HAZ-2, which includes a number of measures to be employed during both construction and operation. Some of the measures are to prohibit smoking in the park, prohibit fires in the park, and limiting use of park on red flag days. Any on-site brush clearance or fuel modification would need to be done in accordance with applicable Los Angeles County or San Dimas codes and ordinances. In addition, the proposed project would be required to comply with the Los Angeles County Code, Title 32, Los Angeles County Fire Code, and the San Dimas Municipal Code Chapter 15.15, Fire Code, as applicable.

Comment: Traffic Increase in the Neighborhood

Response: The traffic analysis estimated that the 60.9-acre Walnut Creek Habitat and Open Space Project would contribute 200 to 300 additional trips over the course of a 24-hour period, with nominal trips in the morning peak hour and 10 to 20 trips in the evening peak hour. The analysis also indicated that the Project trips would represent roughly 20 to 30% of the existing daily traffic volume on Avenida Loma Vista adjacent to the project site for full project build-out. The weekday daily traffic volume on Avenida Loma Vista adjacent to Loma Vista Park is currently 1,100 to 1,250 trips per day. This daily traffic volume is well within the technical capacity of a two-lane street that ranges from 10,000 to 12,000 vehicles per day and below the 2,000 daily trips generally considered to be typical on residential streets.

As it relates to the additional project trips estimated for the area, it should be pointed out that the project trip estimates reflect potential trip-making for the entire 60.9-acre Project. Only Phase 1 of the project has been approved by the City Council, and only the Phase 1 portion of the project is to be implemented at this time. Phase 1 is roughly less than 1/3 of the acreage of the total project. With implementation of Phase 1, less than half of the trail system for the project will be completed, and none of the other proposed uses will be implemented with Phase 1. The additional traffic associated with Phase 1, therefore, would be substantially less than the full project trips reported in the traffic analysis for the entire project.

Also, as pointed out in the traffic analysis, the trip estimates for the entire 60.9-acre project represents less than 1/2 to 1/3 of the trip-making potential of prior residential projects originally envisioned for the site. It should also be noted that the current zoning on the site allows 3 units per acre with a 10,000-square-foot minimum, which would yield 183 dwelling units. A residential development of 183 units would generate over 1,700 daily trips.

Comment: Poor Air Quality

Response: The Initial Study/Mitigated Negative Declaration reviewed air quality impacts in Section 4.3, Air Quality. The section reviewed both construction and operational impacts, and concluded impacts were less than significant. A mitigation measure has been included to require all construction activities to comply with the South Coast Air Quality Management District Rules 402 and 403, which stipulate measures to suppress dust prevention both on- and off-site. The operational impacts would be primarily from mobile sources (cars); however, the number of trips estimated for weekdays, Saturday, and Sunday do not result in air emissions that exceed the South Coast Air Quality Management District's thresholds.

Comment: Impacts to On-Site Biological Habitats

Response: The Initial Study/Mitigated Negative Declaration reviewed species and habitat impacts in Section 4.4, Biological Resources. A focus of the proposed project is to maintain, preserve, and enhance the existing habitat resources. The section does acknowledge the potential to impact on-site species and habitat based upon the conceptual plan; but also includes ten mitigation measures. As each phase of the proposed project moves forward, impacts identified in the Section 4.4 can be further reduced by employing the identified impact reduction strategies such as the size of disturbance, protection of native vegetation, avoidance of oak trees, avoidance of riparian areas, avoidance of nesting birds, and avoidance of impacts to the California Coastal Gnatcatcher. These strategies along with the ten mitigation measures ensure that on-site biological resources impacts are mitigated to less than significant levels.

AGENCY COMMENT LETTERS



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

May 26, 2015

Rob Romanek, Project Manager
City of San Dimas
Watershed Conservation Authority
100 North San Gabriel Canyon Boulevard
Azusa, CA 91702

Dear Mr. Romanek:

NOTICE OF INTENT TO ADOPT/NOTICE OF AVAILABILITY MITIGATED NEGATIVE DECLARATION, "WALNUT CREEK HABITAT AND OPEN SPACE PROJECT", PROPOSING TO IMPLEMENT THE WALNUT CREEK HABITAT AND OPEN SPACE CONCEPTUAL PLAN, ENVISIONS A NEW PARK SITE ON THE 60.9-ACRE PROJECT, WEST OF STATE ROUTE 57 AND WEST OF SOUTH SAN DIMAS AVENUE, SAN DIMAS (FFER 201500081)

The Notice of Intent to Adopt/Notice of Availability Mitigated Negative Declaration has been reviewed by the Planning Division, Land Development Unit, Forestry Division, and Health Hazardous Materials Division of the County of Los Angeles Fire Department. The following are their comments:

PLANNING DIVISION:

Paragraph one should be corrected as follows:

Fire protection and paramedic services are provided to in the City of San Dimas under contract to the are provided by the Consolidated Fire Protection District of Los Angeles County/Los Angeles County Fire Department (LACoFD).

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHAY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

LAND DEVELOPMENT UNIT:

1. This property is located within the area described by the Forester and Fire Warden as Very High Fire Hazard Severity Zone (VHFHSZ). All applicable fire code and ordinance requirements for brush clearance and fuel modification plans must be met. Contact the County of Los Angeles Fire Department's Brush Clearance Unit at 626 969-2375 for additional information.
2. This project does not propose new construction of structures or any other improvements at this time. Therefore, until actual construction is proposed the project will not have a significant impact to the Fire Department's Land Development Unit. If futures structures are proposed, contact the Fire Prevention Engineering Unit at 323 890-4125 for additional information on submittals.
3. The statutory responsibilities of the County of Los Angeles Fire Department's Land Development Unit are to review and comment on all projects within the unincorporated areas of the County of Los Angeles. Our emphasis is on the availability of sufficient water supplies for firefighting operations and local/regional access issues. However, we review all projects for issues that may have a significant impact on the County of Los Angeles Fire Department. We are responsible for the review of all projects within contract cities (cities that contract with the County of Los Angeles Fire Department for fire protection services). We are responsible for all County facilities, located within non-contract cities. The County of Los Angeles Fire Department's Land Development Unit may also comment on conditions that may be imposed on a project by the Fire Prevention Division, which may create a potentially significant impact to the environment.
4. Should any questions arise regarding subdivision, water systems, or access, please contact the County of Los Angeles Fire Department's Land Development Unit's Inspector Claudia Soiza at (323) 890-4243.

FORESTRY DIVISION – OTHER ENVIRONMENTAL CONCERNS:

1. The statutory responsibilities of the County of Los Angeles Fire Department's Forestry Division include erosion control, watershed management, rare and endangered species, vegetation, fuel modification for High Fire Hazard Severity Zones, archeological and cultural resources, and the County Oak Tree Ordinance.

Rob Romanek, Project Manager
May 26, 2015
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2. The areas germane to the statutory responsibilities of the County of Los Angeles Fire Department's Forestry Division have been addressed.

HEALTH HAZARDOUS MATERIALS DIVISION:

1. The Health Hazardous Materials Division (HHMD) of the Los Angeles County Fire Department has no comment or objection to the project.

If you have any additional questions, please contact this office at (323) 890-4330.

Very truly yours,



KEVIN T. JOHNSON, ACTING CHIEF, FORESTRY DIVISION
PREVENTION SERVICES BUREAU

KTJ:ad

DEPARTMENT OF TRANSPORTATION
 DISTRICT 7, OFFICE OF REGIONAL PLANNING
 IGR/CEQA BRANCH
 100 MAIN STREET, MS # 16
 LOS ANGELES, CA 90012-3606
 PHONE: (213) 897-0219
 FAX: (213) 897-1337

RECEIVED

1515-623
 JUN 08 2015

WATERSHED CONSERVATION
 AUTHORITY



*Serious drought
 Help save water!*

May 28, 2015

Mr. Rob Romanek
 Watershed Conservation Authority
 100 N. Old San Gabriel Canyon Boulevard
 Los Angeles, CA 90630

Re: Walnut Creek and Open Space
 Vic: LA-57/ PM 9.467
 SCH# 2015051047
 IGR# 150538ME-MND

Dear Mr. Romanek:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the proposed Walnut Creek and Open Space Project.

The project site is approximately 60.9 acres and is located in an unincorporated Los Angeles County West San Dimas Island, which is surrounded by the corporate limits of the City of San Dimas (City). Locally, the project site is located west of State Route (SR) 57 and west of South San Dimas Avenue in the southwestern portion of the City. The project proposed the development of a new park with the predominant activity being passive recreation. The connectional plan includes the options for vehicular and pedestrian site access.

The nearest State facility to the proposed project is State Route 57. Caltrans does not expect project approval to result into a direct adverse impact to the existing State transportation facilities.

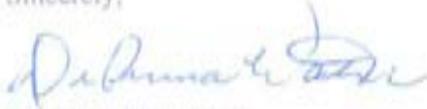
Storm water run-off is a sensitive issue for Los Angeles County. Please be mindful that projects should be designed to discharge clean run-off water. Additionally, discharge of storm water run-off is not permitted onto State Highway facilities without a storm water management plan.

As a reminder, any transporting of heavy construction equipment and/or materials which require the use of oversized-transport vehicles on State highways will require a Caltrans transportation permit. Caltrans recommends that large size truck trips be limited to off-peak commute periods.

Mr. Romarek
May 28, 2015
Page 2 of 2

Please continue to keep us informed of this project and any future developments, which could potentially impact the State Transportation Facilities. If you have any questions regarding these comments, please contact project coordinator Miya Edmonson, at (213) 897-6536 and refer to IGR/CEQA No 150538ME.

Sincerely,



DIANNA WATSON
IGR/CEQA Branch Chief

cc: Scott Morgan, State Clearinghouse



California Natural Resources Agency

Governing Board of the Conservancy

Frank Colonna, Chair
Environmental Public Member

Dan Arrighi, Vice Chair
Central Basin Water Association

James Rodriguez
California Environmental
Protection Agency

Denis Bertone
San Gabriel Valley Council of
Governments

Linda Noriega
San Gabriel Valley Water
Association

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California Natural Resources
Agency

Ana J. Matosantos
Department of Finance

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Orange County Division of the
League of California Cities

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San Gabriel Valley Council of
Governments

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Los Angeles County Board of
Supervisors

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Orange County Division of the
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Department

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San Gabriel River Water Master

Bernie Weingardt
Angeles National Forest
US Forest Service

Gail Farber
Los Angeles County Department
of Public Works

Executive Officer
Mark Stanley

San Gabriel & Lower Los Angeles RIVERS AND MOUNTAINS CONSERVANCY

June 9, 2015

Robert Romanek
Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702

RECEIVED

IN15-632

JUN 09 2015

WATERSHED CONSERVATION
AUTHORITY

Re: Draft Initial Study/ Mitigated Negative Declaration Walnut Creek Habitat and Open Space Project

Dear Mr. Romanek:

The Rivers and Mountains Conservancy (RMC) is submitting comments on the Walnut Creek Habitat and Open Space Project. The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, or Rivers and Mountains Conservancy (RMC) was established as an independent State agency within the Resources Agency of the State of California to preserve urban open space and habitats in order to provide for low-impact recreation and educational uses, wildlife and habitat restoration and protection, and watershed improvements.

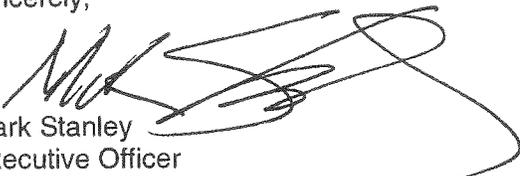
The goals of the RMC are described in "*Common Ground*", the Conservancy's Watershed and Open Space Plan (found at <http://www.rmc.ca.gov/plan/intro.html>). The Plan presents a simple vision for the future: **restore balance between natural and human systems in the watersheds**. The centerpiece of the Plan is a series of "Guiding Principles" that cities, federal, state and local agencies, communities, groups and individuals can use to plan preservation, restoration and establishment of future open space, water resources, and habitat projects. More than 60 cities in Los Angeles County have adopted this document. The Watershed Conservation Authority and the City of San Dimas are recipients of grant funding from the RMC for the acquisition and planning of this project and we are pleased to see the beginning of implementation moving forward.

Staff has received and reviewed the Notice of Intent/Notice of Availability Mitigated Negative Declaration and finds the environmental analysis for the 60.9-acre project satisfactory. The proposed project will provide important open space, increase access to the impressive natural landscape around Walnut Creek, and include landscape improvements that will increase the integrity of the surrounding landscape. The Rivers and Mountains Conservancy expects the proposed improvements to provide great public and environmental benefits.

Robert Romanek
June 9, 2015
Page 2

We are in full support and have no further comments. Please feel free to contact this office if you have further questions on these comments at (626) 818-1019.

Sincerely,



Mark Stanley
Executive Officer



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director

John Wicker, Chief Deputy Director

June 9, 2015

Sent via email: agarcia@ci.san-dimas.ca.us

Ms. Ann Garcia
City of San Dimas
Community Development Department
245 E. Bonita Avenue
San Dimas, CA 91773

Dear Ms. Garcia:

**NOTICE OF INTENT TO ADOPT/ NOTICE OF AVAILABILITY MITIGATED
NEGATIVE DECLARATION
WALNUT CREEK HABITAT AND OPEN SPACE PROJECT**

The Mitigated Negative Declaration for the Walnut Creek Habitat and Open Space Project has been reviewed for potential impact on the facilities of the Los Angeles County Department of Parks and Recreation for which we offer the following comments:

Mitigated Negative Declaration (MND)

2. PROJECT DESCRIPTION

Page 2-3, North, (starting from 2nd paragraph)

- Please correct as follows:

The County of Los Angeles County Department of Parks and Recreation facilities located north of the project site include the Lyman Staging Area, ~~the~~ Walnut Creek Community Regional Park, and ~~the~~ Valley Center Trail Staging Area.

~~The~~ Lyman Staging Area, located in the 1900 block of Scarborough Lane in San Dimas, hosts a shaded parking area for horse trailers along with several picnic areas. There are no hitching posts or water troughs. ~~Trail paths lead~~ The 1.3 acre trail staging area provides access to three County trails, including the Antonovich Trail and Bonelli Trail to the east, and the Schabarum Trail to the south.

~~The~~ Walnut Creek Community Regional Park, located at 1100 S. Valley Center Drive in San Dimas, is a 117-acre linear park, with a 1.10 acre Valley Center Trail Staging Area providing access to Antonovich Trail along Walnut Creek. 2-acre equestrian staging area. ~~The staging area allows access to the Walnut Creek trail~~

~~system. The staging area has parking space available for 10 trucks and horse trailers. Visitors enter from Valley Center Drive and Gainsborough Road. This staging area connects to both Michael D. Antonovich Trail and Schabarum Trail, and has space for day parking of horse trailers and trucks.~~

Pages 2-3 and 2-4, East

- Please correct as follows:

South San Dimas Avenue and SR-57 are located directly east of the project site. ~~In addition, the~~ County of Los Angeles County Department of Parks and Recreation's San Dimas Staging Area is located on South San Dimas Avenue between the 57 Freeway underpass and Paseo Aldeano, and offers has a small area for parking parking lot for cars, trucks, and horse trailers, and picnic tables for day use. There are no water troughs or hitching post. This .4 acre trail staging area serves as a trailhead for Antonovich Trail and Bonelli Trail. Antonovich Trail is a 3.8-mile multi-use (equestrian, hiking, biking) trail extending west along Walnut Creek, through Walnut Creek Community Regional Park. Bonelli Trail is a 9.5 mile multi-use (equestrian, hiking, biking) trail extending east through Frank G. Bonelli Regional Park, a 1,800 1,797-acre facility featuring a 250-acre lake (Puddingstone Reservoir). In addition, Bonelli Park offers a wide variety of recreational activities including boating, jet skiing, fishing, swimming, family and group picnicking, nature walks, hiking, jogging, and biking. Concessionaires offer RV camping, hot tubs, wedding facilities, and horseback riding. the Raging Waters theme park ~~theme~~ is located within the regional park as well.

Page 2-7, Second bullet point

- Please correct as follows:

A network of trails will traverse the site, highlighting vistas and natural resources on-site. Access/connectivity to and from the Michael D. Antonovich Trail will be provided.

Antonovich Trail, situated along an active creek, has been re-routed off the actual trail easement in various locations due to unpredictable water course patterns. The County is currently working in conjunction with the property owner to remedy this matter by establishing a variable width trail easement. The exact location of the new trail easement depicting the connection between existing and planned trails shall be verified once more precise documents pertaining to the "Walnut Creek Habitat and Open Space Project" have been prepared.

Interpretative signage, benches, and trash receptacles will be located along the trail system as amenities.

Ms. Garcia
June 9, 2015
Page 3

Page 2-8, Trail System, 2nd paragraph

- Please correct as follows:

The overall trail system includes varying levels of terrain difficulty, accessibility, and vegetation, providing options appropriate to all user types. Along with site-specific opportunities, the proposed system will have at least one connection, and potentially two additional connections, to Michael D. Antonovich Trail, a multi-use (equestrian, hiking, and biking) a hiking and equestrian trail that winds through several plant communities and connects to the Frank G. Bonelli Regional Park Trail. ~~a part of the Los Angeles County multi-use trail system~~ Both Antonovich Trail and Bonelli Trail belong to the County of Los Angeles trail system. More information on the County's trail system is available on <http://trails.lacounty.gov>.

Thank you for including this Department in the environmental review process. For questions regarding trails, please contact Ms. Catherine Ricci at (213) 639-6058 or cricci@parks.lacounty.gov. For any other questions or inquiries, please contact Ms. Julie Yom at (213) 351-5127 or jyom@parks.lacounty.gov.

Sincerely,



Kathline J. King
Chief of Planning

JY:CR:tlr/ Response to City of San Dimas, Walnut Creek Habitat and Open Space Project

c: DPR (N. E. Garcia, K. King, C. Lau, F. Moreno, C. Ricci)



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



Richard J. Bruckner
Director

June 4, 2015

Ann Garcia
City of San Dimas, Community Development Department
245 E. Bonita Avenue
San Dimas, CA 91773

*Mailed
6/4/15
AG*

Dear Ms. Garcia:

**COMMENTS ON THE WALNUT CREEK HABITAT AND OPEN SPACE PROJECT
DRAFT MITIGATED NEGATIVE DECLARATION**

This is in response to the Walnut Creek Habitat and Open Space Project Draft Mitigated Negative Declaration. The proposed project involves the demolition of most on-site buildings and the creation of a 60.9 acre habitat and open space recreation area all located within the unincorporated Los Angeles County area.

The project site is currently covered by the Los Angeles County General Plan and Title 22 (Zoning Code) of the Los Angeles County Code. Please see the following comments provided by the Department of Regional Planning (DRP):

Statutory Authority and Requirements/Responsible and Trustee Agencies

Pursuant to CEQA Guidelines, Los Angeles County should be added as a Responsible Agency, including the Departments of Regional Planning and Public Works who will be responsible for issuing various approvals prior to project implementation.

Project Description

- **2.1 Project Location:** The project description should describe what specific parcels are involved, including APN's as well as parcel ownership, especially if any future exemptions will be sought out.
- **2.3 Existing Zoning and General Plan:** based on the information being provided, it appears the zoning being described is accurate. The current zoning of RPD, A-1 and O-S may require a CUP for the existing project. Please check with the DRP, Land Development Coordinating Center for final determination.

The existing land use designation under the current County General Plan is 1, which permits building of single-family residential density of 1-6 du/ac. Under the new County General Plan that will be effective this year, the new land use designation will be Open Space. In addition, with the effective date of the new General Plan, the project site will be covered by a zoning overlay known as the Significant Ecological Areas (SEA) and may require additional review by the DRP.

- **2.4.1 Project Background:** Based on the existing project description, it is not clear who will be responsible for operating and maintaining this project. Please clarify. It is also not

mentioned that even though responsibility for carrying out the project might be the Water Conservation Authority, that the project site is in the unincorporated area and subject to County review. In the opening sentence, replace "60.9-acre parcel" with "60.9-acre project site".

- *2.4.2 Project Objectives:* In the last sentence, replace the word "species" with "community."
- *2.4.3 Walnut Creek Habitat and Open Space Conceptual Plan:* Please clarify whether the former Original Cottage J will have a full-time resident in the ranger residence or if it will be used more as an office and any parking to be provided for employees.

Access Alternatives and Parking: Will this park be operated by the City of San Dimas or County of Los Angeles? If County, then operational hours should be consistent with County standards.

- *2.4.4 Project Phasing:* Is this MND for all phases of the project or Phase 1 only? Please clarify.
- *2.5 Phasing and Permitting of Improvements:* A conditional use permit may be required for the new park as well as development in the SEA's. An Oak Tree Permit may also be required. Please check with DRP, Land Development Coordinating Center.

Aesthetics

- The County's General Plan should be cited as a source.
- Will any grading or alteration of topography be required? Please indicate the maximum quantity anticipated.

Biological Resources

- Generally, there is not enough detail in the conceptual plan to quantify the various impacts, including number and types of trees encroached or removed, acreage of jurisdictional areas impacted, etc. Please provide details.
- The mitigation measures generally lack a timing specificity in terms of when they will be implemented and whether monitoring will take place and how often. All of the measures should include a provision that compliance must be verified prior to the impacting activity being permitted (typically prior to grading, building, or demolition permit).
- As this project is located in the new County General Plan's new East San Gabriel Valley SEA, review by the SEA Technical Advisory Committee may be required.
- *Special Status Plants:* The San Dimas USGS 7.5-minute quadrangle should be replaced by use of the 9-quad.

Land Use and Planning

- It should be clarified that the project site is located in the unincorporated Los Angeles County.
- The existing General Plan designates the project site as residential category 1 which allows a density of 1-6 du/acre. The new General Plan, when effective, will designate the site as Open Space. There should be discussion on consistency with the County General Plan.

Ms. Ann Garcia
June 4, 2015
Page 3

If you have any questions regarding these comments, please contact me at (213) 974-6461, or at phachiya@planning.lacounty.gov.

Sincerely,

A handwritten signature in cursive script that reads "Pat Hachiya".

Patricia Hachiya, AICP
Supervising Regional Planner
Impact Analysis Section

PH:ph

June 10, 2015

Ms. Ann Garcia
Community Development Department
City of San Dimas
245 East Bonita Avenue
San Dimas, California 91733

Dear Ms. Garcia:

**INITIAL STUDY – MITIGATED NEGATIVE DECLARATION (IS-MND)
WALNUT CREEK HABITAT AND OPEN SPACE PROJECT
ASSESSOR'S MAP NO. 8385, PAGE 16, PARCEL NO. 905
CITY OF SAN DIMAS**

Thank you for the opportunity to review the IS-MND for the Walnut Creek and open space project on a 60.9-acre project site. The project is for the preservation of the natural setting of the site and education about California's unique environment, in order to foster an appreciation and connection to the natural landscape. The proposed park will include native plant buffer of shrubs and trees to adjacent residential properties, plant native plant species, a community garden, a pedestrian path to Loma Vista Park, and a former auto shop to be converted into a multi-purpose building for the general public and Watershed Conservation Authority, restrooms, and flexible meeting/educational spaces. The proposed project will be implemented in phases as funding becomes available.

For specific revisions, additions, or deletions of wording directly from the project document the specific section, subsection, and/or item along with the page number is first referenced then the excerpt from the document is copied within quotations using the following nomenclature:

Deletions are represented by a ~~strike through~~.

Additions are represented by *italics* along with an underline.

Revisions are represented by a combination of the above.

The following Los Angeles County, Department of Public Works comments are for your consideration and relate to the environmental document only:

Air Quality

1. Mitigation Measures (MM) AQ-1, page 4-10; this MM requires prior to issuance of a grading permit, the city engineer (Los Angeles County or City of San Dimas) shall confirm that the grading plan, building plan, and specifications comply with SCAQMD Rule 402 and 403. Public Works has no authority or jurisdiction to monitor or clear the mitigations associated with SCAQMD or air quality and will not be the agency responsible to monitor or clear the MM. Revise accordingly.

If you have any questions regarding the air quality comment, please contact Ruben Cruz of Land Development Division at (626) 458-4910 or rcruz@dpw.lacounty.gov.

Geology and Soils

1. The supporting Appendix F Geotechnical Feasibility Evaluation (Aragón Geotechnical, Inc. report dated June 8, 2011) is not signed or stamped by a licensed professional. If this report is used in support of the environmental document it should be signed and stamped by those individuals in responsible charge of the statements and observations made in the report.
2. MM GEO-3, page 4-71 and 4-72; this MM is to submit a Geotechnical Report to Los Angeles County Public Works Department and to comply site grading requirements. This MM is normally part of the permitting process and some of MM has specific design requirements that have specifically been assigned to Public Works as the responsible agency. This has proven to cause unnecessary project delays in the project and therefore it is recommended that any MM that includes normal plan check process or specific design requirements should be eliminated from the MM. Revise accordingly.

If you have any questions regarding the geology and soils comment number 1, please contact Brian Smith of Geotechnical and Materials Engineering Division at (626) 458-7972 or bsmith@dpw.lacounty.gov.

If you have any questions regarding the geology and soils comment number 2, please contact Ruben Cruz of Land Development Division at (626) 458-4910 or rcruz@dpw.lacounty.gov.

Hydrology and Water Quality

1. Sources Cited in Walnut Creek Watershed, Page 4-88; the proposed Walnut Creek Habitat and Open Space Project is directly adjacent to Walnut Creek in multiple locations. It appears as though the project may also include trail connections that cross Walnut Creek. As such, any development and facilities constructed as part of the project should take into consideration the fact that large flows (in excess of 600 cfs) may occur and develop quickly within the portion of Walnut Creek directly adjacent to the project. This is especially a possibility during storm season and storm events due to natural runoff of the surrounding area which drains into Walnut Creek and/or during releases from Puddingstone Dam. Safety of life and property should be a priority in the development of the site and take into account the proximity of Walnut Creek to the project. In addition, a detailed hydrologic analysis for the project area should be performed to show how the peak flow rates shown on "Table 4-1, Page 8" of the report were calculated. We would like the opportunity to review the project's updated hydrology study upon completion.

If you have any questions regarding the hydrology and water comment, please contact Del Quevedo of Water Resources Division at (626) 458-6310 or dquevedo@dpw.lacounty.gov.

Noise

1. Short-Term Noise Impacts, Mitigation Measures, MM NOI-1, page 4-107 and 4-108; this MM requires Public Works Building and Safety as the monitoring agency regarding noise impacts. Public Works has no authority or jurisdiction to monitor or clear the mitigations associated with noise impacts and will not be the agency responsible to monitor or clear the MM. Revise accordingly.
2. Short-Term Noise Impacts, Mitigation Measures, MM NOI-1, bullet point 4, page 4-107 and 4-108; revise the following sentence:

"Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, convalescent homes, etc.), to the extent feasible"

MM that includes phrases such as "to the extent feasible" or "as appropriate" should be deleted from the MM. This wording is very vague and should be modified so that it can be easily enforced by the responsible agency. In addition,

Ms. Ann Garcia
June 10, 2015
Page 4

a haul route is required base on the amount of the proposed earthwork. The document did not include the amount of earthwork (cut, fill and over-excavation) to substantiate if a haul route is required. Revise accordingly.

If you have any questions regarding the noise comments, please contact Ruben Cruz of Land Development Division at (626) 458-4910 or rcruz@dpw.lacounty.gov

Utilities and Service Systems

1. Item G, page 4-138; daily solid waste generation in Los Angeles County will exceed the available daily disposal capacity at a future time. The construction and demolition of the proposed project and the operation over the life of the project will increase the generation of solid waste and negatively impact the solid waste management infrastructure. Therefore, environmental documents should identify what measures will be implemented to mitigate the impact. Mitigation measures may include the recycling of construction and demolition debris and the development of infrastructure in the project to facilitate recycling. Visit <http://dpw.lacounty.gov/epd/CD/resources.cfm> online or contact Environmental Programs Division at (626) 458-3564 for the list of approved construction and demolition debris recycling facilities.

If you have any questions regarding the Utilities and Service Systems comment, please contact Nilda Gemeniano of Environmental Programs Division at (626) 458-5184 or ngemenia@dpw.lacounty.gov.

If you have any questions or require additional information please contact Mr. Ruben Cruz of Land Development Division at (626) 458-4910 or rcruz@dpw.lacounty.gov.

RC:

P:\dpub\SUBPCHECK\Plan Checking Files\Projects not associated with a TR-PM-CUP-Single Lot-Permit\APN 8385-016-905\5-MND\2015-05-13 IS-MND SUBMITTAL\Walnut Creek Habitat IS-MND DPW Response.docx

PUBLIC COMMENT LETTERS

From: hjrocks13 [mailto:Hjrocks13@yahoo.com]
Sent: Wednesday, June 10, 2015 5:14 PM
To: Ann Garcia
Subject: Walnut Creek Project

Hello:

I wanted to take this opportunity to express our concern and request to STOP the Walnut Creek Project that is currently being considered in the Woodwalk Via Verde community of San Dimas.

After discussing this with several neighbors, listening to concerns about the project and investigating further, we believe that this project will be detrimental to and negatively impact our community.

Respectfully,

Henry & Nancy Rodriguez
832 Avenida Loma Vista
San Dimas, Ca 91773

From: Diane Sadoughi [mailto:dsadoughi@apu.edu]
Sent: Tuesday, June 09, 2015 8:07 PM
To: Ann Garcia
Subject: Opposed to Walnut Creek Access through Via Verde

Dear Ms. Garcia,

It is my understanding that the city is considering access to Walnut Creek through Loma Vista Park. As a Via Verde resident who lives on Avenida Loma Vista I want to express my deep concern about this plan. Specifically, this will increase traffic, crime, vandalism, and noise on the street. Therefore, my husband and I would like you and the commission to know that we are STRONGLY opposed to allowing access via our residential street. Please deny the plan on behalf of the residents of Via Verde.

Thank you,
Diane & Hamed Sadoughi
1372 Avenida Loma Vista
San Dimas, CA 91773

From: Sandra Garcia [mailto:svgarcia@gmail.com]
Sent: Tuesday, June 09, 2015 9:32 PM
To: Ann Garcia
Subject: Walnut Creek Habitat

I am against the Walnut Creek project as I have resided in Via Verde on Avenida Loma Vista for 28 years and moved here due to the quiet and safe neighborhood. I have also contributed time and energy to my community and feel I should have input as to whether this project proceeds. The planned habitat would have a devastating impact on my neighborhood. There are so many reasons why the entrance on Loma Vista would be devastating. Parking is limited already! The park would no longer be a safe neighborhood city park but one that would be overcrowded and would cause a loss of the secure feeling I've had during my morning and evening walks. There would be a total loss of privacy for our home and my visitors would have a problem finding parking near my home. In addition total strangers would be in the neighborhood day after day leading to more needed security, traffic congestion, disturbing traffic patterns in the area, traffic accidents, and it would be unsafe for children at the park. There would also be an increase in noise and poor air quality.

I would be forced to move as home value would also go down.

Sincerely,
Sandra Garcia

From: Barbara Anderson [mailto:k92wife@msn.com]
Sent: Tuesday, June 09, 2015 9:51 PM
To: Ann Garcia
Subject: Walnut Creek project

Good morning,

The purpose of this e-mail is to convey our strong opposition to the Walnut Creek project.

We have lived at 1108 Avenida Loma Vista for over 20 years. We have seen our traffic and crime greatly increase over that period of time. We fought for many years to get speed humps installed in an attempt to get the drivers to slow down. Initially we were met with great resistance from the city and were given several excuses as to why they could not be put in. After the city finally came up with a protocol for the speed humps, we did the work to get them in. We would say that it has helped some, but traffic is still an issue on our street. We have raised two daughters at this house and we have never felt it was safe enough to let our kids play or ride bikes out front.

And now the city wants to do this project?!?!?! We downloaded and read most of the 200+ page report on this project and they want to add hundreds of vehicles to our daily traffic problems?!?!?! You want to make OUR neighborhood park in to the access project?!?!?! You want residents to ride their bikes to the area but if you increase parking and traffic on Loma Vista it won't be safe. The parking at the Antonvich Trail has become so crowded that they are starting to park at the top of Loma Vista near San Dimas Ave. The sheriff's department has a volunteer unit sitting at this parking area almost daily to deter the problems they've had with vehicle break ins. Does the city really think this won't be a problem when this project opens? It will also bring in undesirables that will lead to loitering, graffiti and narcotic problems. If you build it, they will come. No matter what the good intentions are of the city, this project is not good for the local residents. If the city continues to shove this down our throat, we will be organizing a recall effort for all those who vote to approve this project. They are supposed to represent US, they work for us. So far they have turned their backs on us and given us the middle finger. I have not heard one person who lives in my neighborhood come out in favor of this project. The city needs to listen to us now or they will hear from us later.

Glen & Barbara Anderson

From: judyhammond84@yahoo.com [mailto:judyhammond84@yahoo.com]
Sent: Wednesday, June 10, 2015 10:07 AM
To: Ann Garcia
Subject: Walnut Creek Project Comments -- EIR

I just completed a fast read of the draft EIR study online regarding the Walnut Creek Habitat and Open Space Project. I am outraged. I cannot believe the City of San Dimas would even entertain a plan that would have such a negative effect on its residents in Via Verde. I have neither the time nor the expertise to provide comments regarding such aspects as water, wildlife, etc. My comments will be limited to the access plan, as I live on Avenida Loma Vista west of San Dimas Avenue and am among the residents who would be most adversely impacted.

The report says that traffic would be increased by 20-30 percent on Avenida Loma Vista, bringing the daily total traffic volume to 1,500 vehicles; and that my section of Avenida Loma Vista already has 3,800-4,300 vehicles per day. The report says that while a two-lane undivided street can handle 10,000-12,000 vehicles per day, residential streets with homes on one or both sides would ideally carry less than 2,000 vehicles for a "livable residential environment." That means my street is already more than 100 percent higher than the "livable" standard, yet you want to add 30 percent more cars. No one can argue that the street is already busy and is difficult at times for residents to back out of their driveways. The EIR acknowledges there would be a noticeable increase in traffic, but says it would not exceed the capacity. Excuse me, but are you saying it will have a bad effect, but that is not of concern because it could be worse? That is outrageous.

You are proposing to provide entry through a gate at the park, with visitors parking on the residential streets. Later, you propose to provide access through a new street at the park and Calle Bandera. Three parking lots would be built inside the project, providing 64 parking spaces.

Do you not see this as dangerous to the children who play at the park? Not only due to traffic, but also due to strangers in the area. Do you not see the negative aspects of having people from out of the area park on the streets? I would have never let my daughter play at the park when she was small if there had been such a development as you are proposing.

We are told to report to the Sheriff's Department whenever we notice anyone in the neighborhood that doesn't belong here. Now you are introducing a daily influx of strangers.

Access to the park would be allowed from dawn to dusk, with a gathering area for outdoor meetings. Do you not care that this is our neighborhood?

We moved into our home in 1979 and have fought numerous attempts to use Avenida Loma Vista to access proposed and existing developments at the site of the Walnut Creek project. The City of San Dimas always joined with us in our fight and we were able to keep the County from approving these developments. I feel betrayed that my own city now is proposing to develop the property, disregarding the wishes of the very residents it had earlier fought to protect.

If you are determined to develop the site, give access off San Dimas Avenue. That was the plan for the last proposed housing development, a proposal backed by the City. Via Verde residents have not asked to have that site developed, so please do not make us pay the price for someone else's dream.

Judy Hammond
1025 Avenida Loma Vista, San Dimas

From: Dawn [mailto:5smiles5@verizon.net]
Sent: Wednesday, June 10, 2015 10:58 AM
To: Ann Garcia
Subject: Walnut Creek Project

Ms. Garcia,

As residents of Via Verde, and especially on the curve of Calle Frondosa, we are corresponding to ADAMANTLY oppose the implementation of the Walnut Creek Habitat and Open Space Project. Itemized below are our major concerns:

- Our house sits on the north side of the Calle Frondosa curve, backing directly up to the project. Our view will be of all of the activity and population traffic up and down the project. Our family would be robbed of the privacy we paid dearly for. The ENTIRE reason we purchased our home here, and not in LaVerne or Glendora was the view of the wild land and the sense of being NOT in the city. This project will take this whole existence away. Right now there is scheduled to be an observation tower placed right behind our home, allowing others to see every inch of our property!
- We have consulted with several realtors who have all told us that the property values of ours and other homes will plummet due to the problems associated with this project. These include:
 - o Traffic increase too large to be managed within a tract living environment.
 - o Increased burglary risk with the influx of people coming into the area from outside communities
 - o Trash and graffiti. Michael Antonovich Trail is currently overrun with graffiti and trash.
 - o As our house backs directly up to the wild lands, and with current water restrictions and dry conditions the fire danger will be exponentially worse, especially for those homes with direct exposure to the project.
- Overall, everything that makes living where we are currently wonderful, will now be negated.
- With the Michael Antonovich trail directly next to the proposed project, and Bonelli Regional Park just across the freeway it seems the City of San Dimas has adequate outdoor recreational opportunities for the population. Both of these projects already bring in large numbers of outside people to enjoy the community and its many amenities.

Placing this project in the middle of a residential area, all the while expecting families to accept the taking of their privacy, quality of life and security seems cavalier and frankly, against the best interests of the people the city council is charged with protecting. We realize that monies have been spent to purchase this land, but that does not necessitate further tax payer dollars be spent for completion of a project that the majority of the citizens currently oppose. Has any time been spent speaking with citizens who do not currently live in Via Verde? Do they know how their tax dollars will be spent? We cannot speak in strong enough terms how much we oppose this project and urge the council to stop action on this project.

Sincerely,

Dr Ervin and Dawn Trilles
Dr Trilles 626 485 9365
Dawn Trilles 626 485 9370

From: Nicole Lam [mailto:nmlam80@gmail.com]
Sent: Wednesday, June 10, 2015 2:20 PM
To: Ann Garcia; fifthdistrict@lacbos.org
Cc: Van Lam; Curt Morris; Denis Bertone; Emmett Badar; John Ebiner; Jeff Templeman
Subject: Walnut Creek Watershed Conservancy Project - Opposition

Dear Ms. Garcia and Mr. Antonovich,

We are contacting you to voice our opposition to the proposed Watershed Conservancy Authority's project regarding Walnut Creek.

Our deepest concerns lie with the road that will eventually cut through Loma Vista Park, the parking lot that will rest behind it, increased road traffic on Avenida Loma Vista, and the increased foot traffic, including from transients that visit and make Walnut Creek their home.

Although we just finalized purchase on our home on Avenida Loma Vista (we moved in June 3rd), we are very familiar with the City of San Dimas, as Nicole resided here from the age of 6 months to 21 years old, not to mention family ties here. We recently moved from Glendora, and we need to communicate why we left Glendora and specifically chose the Via Verde area of San Dimas to continue raising our three children. If you are at all familiar with the current state of affairs in Glendora, then you will know that there is a deep divide regarding development along Route 66, such as the project on the corner of Glendora and Route 66. It was done hastily and without input from the citizens. It will severely impact the lives of all of the residents, due to increased traffic, obstructed views, and increased population.

If you are familiar with Glendora, you will also know that transients have all but overrun the city. If you put a road and access from Walnut Creek directly into Via Verde and onto Avenida Loma Vista, you really need to consider not only the increased traffic, but also the increase of those on foot. It is well-known that transients frequent and sleep in Walnut Creek. We don't need added crime and drug use in the neighborhood. Think about if it was your home on Avenida Loma Vista. Would you like to look out your windows and watch wandering "visitors" all day?

Another example of this is what happened in Rosedale in Azusa when Garcia Trail was so popular (before the Colby Fire). On any given day, cars were parked as far as the eye could see along Sierra Madre and all throughout the streets of Rosedale. Residents were beside themselves. It was known that social media and hiking blogs recommended the trail to those from not only L.A. County, but Orange, San Bernardino, and Ventura as well. Do we want that kind of publicity and again, traffic and people, in our quiet RESIDENTIAL neighborhood? No, we don't. We don't need the crime, the noise, and the busyness. If we did, we would not have chosen Via Verde as our home.

Thank you for your time.

Sincerely,
Van Lam, Nicole Durkan Lam and Family
912 Avenida Loma Vista
San Dimas
Home: 909.599.1082

From: Daryl E Weatherspoon [mailto:daspoons@yahoo.com]
Sent: Wednesday, June 10, 2015 2:29 PM
To: Ann Garcia
Subject: Walnut Creek

Hello Ms. Garcia

I am writing to voice my objection to the Walnut Creek project. As an 18 Via Verde resident we are opposed to the negative impact on our neighborhood that this will bring. Just driving down San Dimas Ave on a weekend and seeing the mass amount of vehicles parked legally and illegally, and all the trash that is left behind at the entrance to the trail is truly disturbing. To think that the same could become Loma Vista Ave in the future is horrible. Our tranquility and quality of life will suffer. Please do not let this happen.

Thank-You

Daryl & Catherine Weatherspoon
Via Verde Home owners

From: MosesW Tung [mailto:moseswtung@gmail.com]
Sent: Wednesday, June 10, 2015 3:24 PM
To: Ann Garcia
Subject: Walnut Creek Habitat Project

Dear Ms. Garcia,

My name is Lily Tong, my mother (Chow Hung Tong) and my 2 brothers (Moses and Vincent). We are residents of 1212 Calle Bandera, San Dimas, CA 91773 since 1980.

We have been attending all the meetings in the San Dimas City Hall regarding Walnut Creek Habitat and open space project Study.

We are 100% concerned about that the Walnut Creek Habitat project will consequently have the negative environmental impact not only onto the San Dimas neighborhood but the habitats itself.

The wild life of Walnut Creek needs a peaceful place to live, not a recreational area for the city or the Mountain Rivers Conservancy.

In addition, we are fed up by our government officials for not listening to the wishes of the San Dimas residents nor the wild life of Walnut Creek.

Sincerely,

Moses W. Tung
(213) 324-5915

From: Tracie Jorgensen [mailto:tannjorgensen@gmail.com]
Sent: Wednesday, June 10, 2015 2:56 PM
To: Robert Romanek
Subject: san dimas project

I live on Avenida Entrada and while I don't oppose a new project I do oppose bringing traffic into our community - a family community where kids still play football, ride bikes, stakeboard on Avenida Loma Vista.

There is already a crime problem at the head of the Antovitch trail daily. A sheriffs car is stationed there almost daily.

Keep the access out of our family neighborhood. Why would you we welcome outsiders to take up parking on our streets, make use of our local park, and invade our quiet neighborhood on a daily basis.

I feel so bad for the people who live on Loma Vista - their lives will be ruined.



THOMAS E. DIAZ
ATTORNEY AT LAW

June 10, 2015

Ms. Ann Garcia
City of San Dimas
Community Development Department
245 E. Bonita Avenue
San Dimas, CA 91773

Subject: Comments on the Walnut Creek Habitat and Open Space Project

Dear Ms. Ann Garcia,

I appreciate the opportunity to comment on the Initial Study/Mitigated Negative Declaration (IS/MND) for the Walnut Creek Habitat and Open Space Project (Project). I am an attorney and San Dimas Parks and Recreation Commissioner who lives on Calle Frondosa in the City of San Dimas which is one of the streets that borders the Walnut Creek Habitat property.

I together with my neighbors from the Woodwalk/Via Verde Community have expressed concerns with the Project as currently planned. The following comments are provided in accordance with California Environmental Quality Act (CEQA)

It is not Clear What the Scope of the Project is

The Project is described in Section 2.4.3 Description of the Project as joint partnership between the City of San Dimas and the Water Conservation Authority (WCA) and the reader is referred to Exhibit 2-4, Conceptual Plan and Exhibit 2-5, Phase 1 Plan. However, Section 2.4 only provides a vague description of Phase 1 and does not specify what the other phases are.

While the IS/MND states that the are Access Alternates, the impacts caused by these are not studied and analyzed. For example Appendix H for Traffic discusses Temporary and Permanent effects but it is not clear what access alternative or alternative were studied and analyzed.

In addition, the parking was not studied and analyzed for each of the access alternatives. It is insufficient to state there were no significant impacts concerning the parking, a study must include the impacts that the lack of parking would cause.

Should you have any questions concerning the above matter, please do not hesitate to contact me at (909) 542-0201. Thank you.

Sincerely,

Thomas E. Diaz

142 E. BONITA AVE. #204
SAN DIMAS, CA 91773
TELEPHONE (909) 542-0201
FACSIMILE (626) 606-3990

RECEIVED
6/10/15

Dr. & Mrs. Marvin Ersher
1812 Paseo Alamos
San Dimas, CA 91778

JUNE 10, 2015

SUBJECT: WALNUT CREEK NEGATIVE
ENVIRONMENTAL REPORT

MY CONCLUSION:
SIGNIFICANT ENVIRONMENTAL IMPACT
SIGNIFICANT MITIGATION NEEDED
TO
TRAFFIC AND PARKING

① STUDIES AND EVALUATION
NEEDED ON SIMILAR PROJECTS
NEEDED IN OTHER AREAS SUCH
AS THE CITIES OF CLAREMONT
AND MONROVIE AS APPLIES TO HABITAT

② TO ENCOURAGE TRAFFIC TO
HABITAT THROUGH VALLEY CENTER
AND ANTONOVICH STAGING AREA

MITIGATION: PERMIT PARKING SIGNAGE
PERMIT PARKING ONLY ON
HOMA VISTA AVE AND ALL
CUL DE SACS

③ PARKING - MITIGATION
DEVELOPED PLAN FOR
STAGGERED NO PARKING / PERMIT
ON AVENIDA HOMA VISTA
AND ALL CUL DE SACS
ONLY

Dr. & Mrs. Marvin Escher
1812 Paseo Alamos
San Dimas, CA 91773



Walnut Creek Habitat STUDY
Negative Environmental Impact
Report

- (4) Mitigation to parking
of Avenida Home Vista and
Cul-de-sacs
- (A) Build a larger parking
lot in the Habitat
of 100 spaces or more
 - (B) OFF AREA PARKING ^{puente}
such as on ~~the~~ ^{of the}

Marvin Escher, M.D.

Ann Garcia

6/1/15

EVERYONE IN VIA VERDE IS AGAINST THE WALNUT CREEK PROJECT.
HERE ARE 20 REASONS WHY. PLEASE ADD YOUR CONCERNS AND CALL THE CITY.
TELL THEM TO STOP THE PROJECT NOW OR RECALL OUR CITY COUNCIL
WITH COUNCIL PEOPLE WHO LISTEN TO THE PEOPLE!!!

DO IT TODAY-- CALL 909-394-6200

1. LOWER HOME VALUES DUE TO INCREASED TRAFFIC, VANDALISM AND GRAFFITI
2. LOSS OF STREET PARKING BECAUSE IT WILL BE PERMANENTLY OCCUPIED BY VISITORS/OUTSIDERS
3. TRAFFIC CONGESTION - 20 TO 30% INCREASE IN VEHICLE TRAFFIC ON AVIENDA LOMA VISTA
4. LOMA VISTA PARK RUINED AND OVERRUN BY THOUSANDS OF VISITORS,
5. INCREASED FIRE HAZARDS ESPECIALLY DURING DROUGHT YEARS
6. LOSS OF PRIVACY FOR RESIDENTS LIVING NEXT THE HABITAT
7. INCREASED NOISE LEVELS FROM TRAFFIC, VISITORS, AND HABITAT EVENTS
8. MORE TRESPASSING ONTO RESIDENTS PROPERTIES BY VISITORS/OUTSIDERS
9. ADDITIONAL POLICE NEEDED DUE TO INCREASED VANDALISM AND GRAFFITI
10. INCREASED SAFETY ISSUES RELATED TO TRAFFIC AND PEDESTRIANS
11. 1,500 ADDITIONAL VEHICLES PER DAY ON AVENIDA LOMA VISTA
12. OUTSIDERS AT ALL HOURS OF THE DAY AND NIGHT WALKING THOUGH OUR STREETS
13. INCREASED HEALTH PROBLEMS DUE TO TRAFFIC POLLUTION, STRESS, AND ACCIDENTS
14. NEED FOR MORE HOME SECURITY MEASURES AGAINST BURGLARIES
15. RESIDENT'S FEEDBACK IS INGNORED AND ONLY LIP-SERVICE IS GIVEN
16. POOR AIR QUALITY AND ASSOCIATED HEALTH ISSUES
17. THERE ARE NO BENEFITS FOR THE NEIGHBORHOOD, ONLY NEGATIVE EFFECTS
18. TOTALLY INADEQUATE BUFFER/BARRIER BETWEEN HOMES AND HABITAT
19. LACK OF TRUE COLLABORATION WITH RESIDENTS IMPACTED BY THE PROJECT
20. LOSS OF NEIGHBORHOOD QUALITY OF LIFE

CALL ALBERT @ 909 374 8325 IF YOU CAN HELP US SPEAD THE WORD

PETITION

RECEIVED
6/10/15

To the Mayor and City Council of the City of Dimas:

We, the undersigned residents of the City of San Dimas, Woodwalk/Via Verde Community petition the Mayor and the City Council to cancel the Walnut Creek Habitat and Open Space Project because of it's negative impact on our community.

Name (printed)	Address (printed)	Signature
1. ORLANDO CEPEIDA	1328 PASEO FORTUNO SAN DIMAS, CA. 91773	
2. Nicole Cepeda	1328 Paseo Fortunio San Dimas, CA. 91773	
3. Alexia Cepeda	1328 PASEO FORTUNO SAN DIMAS, CA. 91773	Alexia Cepeda
4. Alyssa Cepeda	1328 Paseo Fortunio San Dimas, CA. 91773	Alyssa Cepeda
5. Bari Keller	1310 PASEO FORTUNO SAN DIMAS CA	Bari Keller
6. Kandy Keller	1316 PASEO FORT. - W SAN DIMAS, CA	K. Keller
7. Michelle Keller	1310 PASEO FORTUNO SAN DIMAS, CA	Michelle Keller
Aliza Cepeda	1325 PASEO FORTUNO SAN DIMAS 91773	Aliza
Adrian Cepeda	1328 PASEO FORTUNO SAN DIMAS 91773	Adrian
Brittney Perez	1328 PASEO FORTUNO SAN DIMAS CA 91773	Brittney Perez

Need Your Help To Protect Our Community. Please Ask Your Neighbors to Sign. I Will Pick-Up Petition When
y. Call Albert @ 909 374.8325. City Deadline for Public Comments is June 10. Call the City @ 909 394-6200

PETITION



To the Mayor and City Council of the City of Dimas:

We, the undersigned residents of the City of San Dimas, Woodwalk Via Verde Community petition the Mayor and the City Council to cancel the Walnut Creek Habitat and Open Space Project because of it's negative impact on our community.

	Name (printed)	Address (printed)	Signature
1.	Sandra Ireland	1355 Paseo Anacapa San Dimas CA 91773	Sandra Ireland
2.	Seth Ireland	Same as above 1355 Paseo An	Seth Ireland
3.	David Ireland	1355 Paseo Anacapa San Dimas CA 91773	David Ireland
4.	Arden Bates	1550 Ave Loma Vista San Dimas, Ca	Arden Bates
5.	JoAnn Bates	1550 Ave Loma Vista San Dimas CA	JoAnn Bates
6.	MARTIN MALDONADO	1348 PASEO ANACAPA	Martin Maldonado
7.			
8.			
9.			
10.			

We Need Your Help To Protect Our Community. Please Ask Your Neighbors to Sign. I Will Pick-Up Petition When Ready. Call Albert @ 909 374.8325. City Deadline for Public Comments is June 10. Call the City @ 909 394-6200.

PETITION

RECEIVED
6/10/15

To the Mayor and City Council of the City of Dimas:

We, the undersigned residents of the City of San Dimas, Woodwalk/Via Verde Community petition the Mayor and the City Council to cancel the Walnut Creek Habitat and Open Space Project because of it's negative impact on our community.

Name (printed)	Address (printed)	Signature
1. E. Richard Ginkel	1341 Paseo Anacapa San Dimas, CA 91773	E. Richard Ginkel
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

We Need Your Help To Protect Our Community. Please Ask Your Neighbors to Sign. I Will Pick-Up Petition When Ready. Call Albert @ 909 374.8325. City Deadline for Public Comments is June 10. Call the City @ 909 394-6200.

From: CharlieHorse43 [mailto:charliehorse43@gmail.com]
Sent: Tuesday, June 09, 2015 11:40 AM
To: Ann Garcia
Subject: Walnut Creek and Open Space Project and the Mountain River Conservancy

Ann Garcia,

Prior to any action on this project or any other project that pertains to Via Verde, it is imperative that an Environmental Impact Report be completed and that the citizens concerns be duly considered.

I, as a home-owner resident of Via Verde for 16 years and living very near the Loma Vista Park, am against the Mountain River Conservancy project.

I have discussed this with my neighbors who are also against this project. I support my neighbor, Brian McNerney, who has been the leading voice of our neighborhood.

Thanks,
Bob Smith
909-971-0423
Charliehorse43@gmail.com

From: Dori Smith [mailto:dori@extecsoftware.com]
Sent: Tuesday, June 09, 2015 2:50 PM
To: Ann Garcia
Subject: Walnut Creek/Loma Vista Park

Dear MS Garcia,

I am a homeowner/resident of Via Verde (since 1999) and live in close proximity to Loma Vista Park at 1378 Avenida Loma Vista. I feel it necessary to inform you and the City Council that I and surrounding neighbors are against the redesign and/or inclusion of Loma Vista Park into the Walnut Creek Open Space Conservancy Project.

We feel access to a nature trail through our neighborhood would not be beneficial, but would in fact be detrimental to our community by way of noise & garbage pollution, etc. I know there was an Environmental Impact study performed initially when the Conservancy was trying to acquire the property. But, was there an impact study completed on this particular section of the Walnut Creek Project?

I support & stand with Mr. Brian McNerney who has been the leading voice of our neighborhood.

Blessings & Best Regards,
Dori

Dori Lewis
Glass Inc International
Inland Empire Tech Center, LP
dmlewis@glassincintl.com
14055 Laurelwood Place, Chino CA 91710
(909) 628-4212 Chino Head Quarters
(626) 339-5774 Accounting Office Direct

Save trees...Please print this email only if necessary.

From: lainiebaker@verizon.net [mailto:lainiebaker@verizon.net]
Sent: Tuesday, June 09, 2015 3:56 PM
To: Ann Garcia
Subject: Walnut Creek Habitat and Open Space Project

Hello Ms. Garcia:

I am writing to you as a very concerned resident in the Via Verde neighborhood. I live on a street that will be GREATLY impacted by this city plan. My family has resided at 1307 Paseo Fortuno since 1994. My house is next to the empty 40 acres the Baptist College originally owned. There have been many plans over the past 21 of what to do with this property.

I am writing to you as instructed by your office to please advise you that this would be a terrible idea for our neighborhood. On my short cul-de-sac alone there are many young children who play outside in the street with all the neighbors who are all long term residents of Paseo Fortuno. The safety of these children is a big concern for all of us (ONE OF MANY) when many more cars will be turning on our street or parking.

Cutting through the park and splitting it with a street will leave our park even less protected than the speed bumps will EVER do.

The park has been used constantly and the City put in speed bumps a few years ago to ensure the safety of our littlest residents. This plan threatens our community in so many ways. I am STRONGLY OPPOSED to this issue of putting in this Open Space Project due to the safety, protection and the risk of losing all of this plus our quiet and safe streets to live on and walk through or now drive through.

1. The added traffic congestion, loss of street parking due to so much traffic for this venture. 2. Need for more home security with added non residents cluttering our neighborhood. 3. Increased fire hazards. 4. Traffic congestion 5. Loss of privacy (my house backs up to this land) 6. Noise levels (I thought coyotes howling when they got a kill was a bit disconcerting but HUMANS and what they do I love the coyotes.

I could go on about how upset my husband and I are at this intrusion and upset and the other negative affects on our lives in secluded Via Verde. I will close this email now as the deadline is today.

But PLEASE HEAR US.

Thank you for your attention to my email.

Elaine A. Baker
1307 Paseo Fortuno
San Dimas, CA 91773

From: bakersd4@verizon.net [mailto:bakersd4@verizon.net]
Sent: Tuesday, June 09, 2015 4:30 PM
To: Ann Garcia
Subject: Walnut Creek Habitat & Open Space Project

To Whom It May Concern:

Let me add my voice to the opposition of the proposed project for the Walnut Creek open space. The impact on our Via Verde community is significant. There can be no doubt that if the project were to proceed as proposed there would be a substantial increase in traffic and curb side parking in our neighborhood. I do not believe that the overall impact of that can be over stressed with increased public access there will be an increased risk of vandalism and crime which inevitably leads to decreased home values. Therefore the impacted home owners should have a voice. As a home owner at the end of a cul-de-sac, my property abuts the open area. My concern is that the loss of privacy would have a negative impact on my home value. There does not appear to be a good solution proposed for the installation of an adequate barrier or buffer between the private property owners and the publicly accessible open space.

I am not opposed to the concept of the Open Space Project, only in how it is going to be implemented.

Please take my concerns seriously as you move forward.

Mark and Elaine Baker
1307 Paseo Fortuno
San Dimas, CA 91773

From: Sandra Ireland [mailto:sermershiem1@gmail.com]
Sent: Monday, June 08, 2015 8:50 PM
To: Ann Garcia
Subject: Strong Opposition to the Walnut Creek Habitat and Open Space Project

Dear Ms. Garcia, Mayor and City Council,

I called to state our opposition and was informed that I needed to send this in writing/email to Ms. Garcia.

We are emailing to file our strong opposition to the Walnut Creek Habitat and Open Space Project. This project will have a NEGATIVE impact on our community. We have lived here for 23 years. The residents of Via Verde have fought this project for a long time and it seems that our officials are choosing to not listen to what the residents of Via Verde want!

You will be changing a park that has a long history to our neighborhood and is used a lot! You will be bringing in loads of traffic, crime, noise, fire hazards, vandalism, privacy issues and more! Would you want to live next door or a couple of streets down from this project? Please cancel this project.

Thank you in advance for your consideration.

David and Sandra Ireland and our 3 Children
1355 Paseo Anacapa
San Dimas, CA 91773

From: Michael Carney [mailto:lovemc@verizon.net]
Sent: Monday, June 08, 2015 3:49 PM
To: Ann Garcia
Subject: Opposition to gate in Loma Vista Park

Hi Ann,

Thanks for returning my call.

I wish to express my opposition to a gate in Loma Vista Park to access the proposed Walnut Creek Project.

This will create significant traffic and other problems for the Via Verde area. The gate, the access, should be on San Dimas Avenue.

Sincerely,
Dr. Michael Carney
1400 Avenida Loma Vista

From: Nicole Cepeida [mailto:ncepeida@yahoo.com]
Sent: Monday, June 08, 2015 3:56 PM
To: Ann Garcia
Subject: Walnut Creek Habitat

Ms. Garcia:

As a resident of Via Verde, I am appalled at the proposed Walnut Creek Habitat project. It is disheartening to know that our nice, quiet and safe neighborhood will be invaded by outsiders seeking the use of a proposed trail. I live 2 blocks from Loma Vista park. My family will be affected by this intrusive plan allowing access to outsiders. We have been residents of Via Verde for 11.5 years. We chose this neighborhood to allow our children to play outside, ride their bikes and frequent the park that is safe and PRIVATE. Why would anyone living in our neighborhood want this? Would you want this for your community and neighborhood? Maybe you live in an apartment and can't relate. I can't help but to think that there are NO other access alternatives for this project? Why can't the WCA, RMC and LACFD "highlight the existing natural landscape, and educate 'VISITORS' about the native plant communities" somewhere else?

I have four (4) children ranging from 13 years old to 4 years old. We still have several years of the use of our community park. I like the feeling of safety and knowing that my children can enjoy our neighborhood without the busyness that this proposed project will bring. Our neighborhood will no longer feel safe and quiet. I have been on the Antonovich trail and while on a hike, there have been questionable individuals lingering on the outskirts of the trail. You have to be realistic in knowing that this proposed new habitat is going to bring out less than stellar citizens. I would assume these people are the ones that will park in my neighborhood and linger in the now 'Open' Loma Vista park. It is not a surprise to know that there are drug users that frequent the Antonovich trail because they leave behind their drug paraphernalia. It is also known in our community that there are break ins to vehicles while trail seekers walk the trail. I frequently see Police officers patrolling San Dimas Ave.

It has also been brought to my attention that Cal Poly Pomona gave the Baptist church the land that is now being proposed for this project. This land was given to the church under the condition that the land NOT be sold or developed. While my neighbors have been trying to fight this project and have attempted to pull the records citing this stipulation between CPP and the church, there are surprisingly no known records on file. I find that very suspicious.

I hope my concerns and the concerns of all my neighbors and community does not fall upon deaf ears. We have a wonderful and quiet community that is great for raising a family. If I wanted to live in a noisy and busy community, we would have purchased our home in a different area.

Please listen to our concerns. My whole family is upset by the potential project and what it will mean for us and our neighbors.

Kind Regards,

~Nicole Cepeida

From: amhld@aol.com [mailto:amhld@aol.com]
Sent: Monday, June 08, 2015 10:46 AM
To: Ann Garcia
Subject: Walnut Creek Habitat

This project has been stalled way to long by a small but vocal group of selfish self interest homeowners whose only desire is to do nothing there. The planers have done a very thoughtful job on this project. The limited access was part of a first phase approach. There is a need for off street parking and should be included in the first phase otherwise you will be hearing the whine clear to downtown San Dimas.

Thank you to the Conservancy and the city for stepping up and buying this property. Continue with your great plan as quickly as possible so all of us less vocal residents can begin to enjoy this wonderful gift you have given us. Or sell it and build high density housing to be accessed thru the public streets of Via Verde.

Thank You, Harold Denning, San Dimas

6/7/15

Re: Walnut Creek Habitat & Open Space Project

Dear City Council,

I would like to express my thoughts;

Traffic – A major concern is the increased amount of traffic, both vehicle and pedestrian. This may possibly cause an increase in the crime rate as there are more people who are not part of the community using Avenida Loma Vista as a thoroughfare to access to park. Currently the street already has traffic for everyday entry and exits into the community, increasing the number of cars and even buses on this narrow road could cause unneeded congestion. In a case of an emergency, with Avenida Loma Vista being the main road to all of the small streets in the track, the congestion could contribute towards a situation where emergency vehicles cannot reach the intended patient.

Disruption to natural habitat – One of the main goals of this park is to allow children and others to enjoy nature in its purest state. However, by allowing more traffic either on the streets or on hiking trails, this will disrupt the natural habitat and may cause the very animals that people are going to see to flee the area and relocate to another remote, uninhabited area. If the animal and wildlife are no longer there, the park would no longer be servicing as a location where people can come and learn about California's wildlife.

Loss of privacy and view – The plan to plant vegetation between the houses and the trail might not allow the proper privacy to the residents facing the park. People will be able to maneuver between trees and bushes allowing them to come onto the Via Verde resident's property which violates privacy. Furthermore, California is in a severe drought and ensuring the survival of these trees would be difficult. Is there a possibility for a more secure structure to be built so that the homes by the trail are not accessible, such as minimum of 6 foot fence at least 100 feet from the property line?

I believe the City Council will put Via Verde Homeowners concerns first, as you lived in one of these homes impacted by this project.

Possible considerations

Would it be able to Improve the existing Michael Antonovich trail.

Would it be possible to create a larger parking area on San Dimas Ave so that people don't have to enter the residential area?

The Vegetable garden and orchard available to residents with pedestrian access.

Via Verde Resident

From: Hernandez, Diane [mailto:D.Hernandez@bonita.k12.ca.us]
Sent: Sunday, June 07, 2015 10:41 AM
To: Curt Morris; Denis Bertone; Emmett Badar; John Ebner; Jeff Templeman
Subject: Walnut Creek Habitat - Via Verde

Dear City Council,

Our family has lived in Via Verde for nearly 30 years. We were attracted by the quiet, peaceful and rural atmosphere. We have supported the schools, local business as well as the City Council. We hope the Council and the Mayor's Office will support us with regard to the Walnut Creek Project.

Our primary concerns are as follows:

1. The potential for additional traffic, parking and congestion on Avenida Loma Vista and surrounding streets.
2. The loss of Loma Vista Park. Resident children/adults in this community would lose the benefit of walking and playing safely at the park.
3. After the trail on San Dimas Ave. was renamed the "Mike Antonovich" trail, we have experienced an increase in visitors that brought with them parking problems, drug & alcohol use, an increase in break-ins/theft and graffiti. In addition there is a huge increase in after-hours use which places additional strain on local law enforcement.
4. The Via Verde area of our city has been identified a 'fire hazard' area for decades. Fire insurance rates will increase for all of us and the current water restrictions will add to the potential hazard by the actions of just one careless visitor.

While we can appreciate the City's desire to make use of it's million dollar investment, residents believe creating an 'attractive nuisance' will have a negative impact on their financial investments. Monies spent by the city and the homeowners, thus far, have been for the benefit of the homeowners and the community. Opening this area in the currently proposed manner accomplishes neither. San Dimas is already a generous host and good neighbor to outside visitors via Horsethief Canyon, Raging Waters, and Bonelli Park.

Respectfully,

AI & Diane Hernandez
1272 Paseo Los Gavilanes

From: Michelle [<mailto:mmlcowles@aol.com>]

Sent: Friday, June 05, 2015 11:06 PM

To: Ann Garcia; Denis Bertone; John Ebiner; Jeff Templeman; Emmett Badar; Curt Morris; Jerry;
903calle@gmail.com

Subject: Walnut Creek Habitat Project

I am opposed to the plans regarding the Walnut Creek Habitat Project. I live in Via Verde and work for the Rancho Cucamonga Fire Protection District. I have seen nothing but problems at Etiwanda/Safire Falls Preserve-from graffiti, trespassing, parking issues, and tragic life saving measures. I have read the Study and Mitigated Negative Declaration and believe an EIR should be done to address traffic and other issues that are skimmed over in the study. Have you looked at the parking issues at the Claremont Loop? Our community does NOT NEED these problematic issues. San Dimas has always been a safe, family community in which we live and thrive. The City needs to STOP, LOOK AND LISTEN!! This is NOT IN THE BEST INTEREST OF OUR COMMUNITY.

Michelle Cowles
1441 Paseo Manzana
San Dimas, 91773

From: Harrier, Sherri L [mailto:Sherri.Harrier@edwardjones.com]
Sent: Thursday, June 04, 2015 10:07 AM
To: Ann Garcia
Subject: Walnut Creek habitat and Open Sapce Project
Good Morning,

I have been a resident of San Dimas, in the Woodwalk/Via Verde area for 17 years.
I am writing this email in protest of the Walnut Creek Habitat and Open Space Project. I know this will have a negative impact on our community.

We love our quiet little community, and this is the reason we moved here. Loma Vista Park has always been a wonderful place to take the kids, dog or just go to sit and enjoy nature.

If this project is given the green light, there will be more traffic and visitors which will lead to crime and undue stress on the neighborhood.

Please STOP this project!!

Thank you and have a wonderful day!
Sherri Harrier
Branch Office Administrator

659 E. 15th Street Suite A
Upland, CA 91786
909-931-7558 / 888-822-4569 fax
Sherri.Harrier@edwardjones.com

Please note: We may not take instructions affecting your account by email. This includes requests to place trades, transfer funds and change personal account information. Please contact our office at 909-931-7558. If after office hours please call our trades department at 800-441-2357 for such requests.

Sherri Harrier
Branch Office Administrator
Edward Jones
659 East 15th Street Suite A
Upland, CA 91786
(909) 931-7558
www.edwardjones.com

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From: mrirep@roadrunner.com [mailto:mrirep@roadrunner.com]
Sent: Wednesday, June 03, 2015 2:22 PM
To: Ann Garcia
Subject: Walnut Creek Project

After speaking with Theresa Brawn and other individuals from the City, with whom I shared my frustrations for being ignored and after not receiving responses to messages left, I was directed to send this note to you by email.

As a resident of the City of San Dimas and specifically the area of Via Verde I share my complete opposition to the Walnut Creek Project.

All of us, have attended multiple meetings at City Hall and each and everyone of us have expressed our feelings, concerns and complete opposition to the Walnut Creek Project, clearly and emphatically in front of every member of the City Council. And yet, over and over again, all of them, continue to ignore and disregard our concerns and position on this delicate issue. This is the same City Counsel who got the VOTES FROM ALL OF US TO BE SITTING IN THOSE CHAIRS TODAY!!!

WHY ARE THEY NOT LISTENING!!!!!!
THEY NEED TO START LISTENING.

This so called project will directly and negatively impact the safety, value and balance of the Via Verde area with no positive impact.

It will severely increase the traffic of strangers in our areas.
It will disturb the peace and beauty we came here for.
It will destroy the quality of life in this area.
It will bring outsiders at all hours of the day and night right in front of our doors.
It will increase the vehicle traffic on Avenida Loma Vista in the thousands.
and on and on and on.

TO ALL MEMBERS OF THE CITY COUNCIL, THIS INSANE, AND UNNECESSARY PROJECT MUST BE HALTED COMPLETELY.

WE, THE CITIZENS OF THIS AREA WILL NOT STOP UNTIL WE RECEIVE THE SATISFACTION WE EXPECT.

Gaston and Maria Cristina Gonzalez
562-757 4417

From: Linda Liu <lintaisheng@yahoo.com>
Subject: Walnut Creek habitat & Open Space Project
To: garcia@ci.san-dimas.ca.us
Date: Sunday, May 31, 2015, 12:52 AM

Good morning Ann,

I'm a Via Verde resident of San Dimas.
Please stop Walnut Creek habitat Project.

Changlu& Linda Liu
1334 Paseo Anacapa
San Dimas, Ca 91773

From: Gemmer, Teresa M. [mailto:TGemmer@semprautilities.com]
Sent: Friday, May 29, 2015 3:58 PM
To: Ann Garcia
Subject: Walnut Creek Habitat and Open Space Project

Ms. Ann Garcia,

I am a resident of the Via Verde Community and it has come to my attention that the original agreement/plan that limited park access through a pedestrian gate constructed at the Loma Vista Park on Avenida Loma Vista is being changed. Apparently, the plans have been changed and access has been expanded that would introduce many non-residents into the community raising concerns again regarding burglaries, noise, traffic, vandalism and safety to the residents of Via Verde. I am opposed to the expanded access and to any plan that deviates from the original agreement. I appreciate your consideration to the potential impact these changes can cause to the community.

Sincerely,
Teresa and Ken Gemmer
Via Verde Residents since 1998
Cell: 909-773-2996

2015 - 2015

5/28/2015

Ann Garcia
Community Development Department
City of San Dimas
245 E. Bonita Avenue
San Dimas, CA 91773

Ms. Garcia,

Recently I attended a meeting in the San Dimas City Hall Council Chambers, conducted by the Parks & Recreation Commission to discuss the Walnut Creek Habitat and Open Space Project Study. This project has been discussed in the past and it was agreed to that there would be limited access to the park and that pedestrian access would be available through a gate to be constructed in Loma Vista Park on Avenida Loma Vista. I still have an e-mail from councilman Dennis Bertrone dated September 3rd 2012, thanking me for "My positive and common-sense approach" to the plan.

Now that a grant of \$800K has been received, it seems the original plan that all the parties agreed on was too aggressive for the size of the area, and is back in play. It appears that no Environmental Impact Report was asked for to consider fire concerns, burglaries, noise, traffic vandalism or privacy issues. Once again it appears the City and the Mountain Rivers Conservancy are completely ignoring the input of the Via Verde Homeowners on this project.

It is important that the citizens in the area make their feelings known to the commission by June 10th or else there is a real chance that our local government will sneak this project in without the support of the people. We are fed up by our government officials refusing to listen to the wishes of their citizens. This decision affects all of us!

Sincerely,
Michael & Patricia Tang
Via Verde Residents

From: Thaddeus Gallizzi [<mailto:thaddeusgallizzi@gmail.com>]

Sent: Thursday, May 28, 2015 11:52 AM

To: Ann Garcia

Subject: walnut creek habitat - public comment

hello -

unfortunately i missed the mtg May 19. i have checked the city of website for the minutes from the meeting and cannot find them - can you provide a link to the minutes for me?

specific comment from me at this time: is as follows - pls confirm receipt.

thank you.

1. WHY ISNT THERE CONSIDERATION FOR AN AUTO ENTRANCE USING VALLEY CENTER OFF BADILLO? seems most logical. Via verde has a history of over zealous traffic haters. thats why we have so many stops, so many speed bumps, 25 mph speed limit and why sheriff stake themselves out here to catch speeders and those rolling thru the myriad of stops. Routing people unfamiliar with our speed limits and all our stops is a recipe for future aggravation from all parties - nobody wins. Of course if this idea gets any consideration, you'd need to create adequate walk-in entrances from the via verde side.
2. USE CALLE BANDERA AS SINGLE ENTRY AND EXIT POINT FOR TRAFFIC. (assuming item #1 is not possible). The portion of the neighborhood at loma vista park is already difficult for residents to traverse with the speed bumps and i can only imagine the ongoing frustration of visitors dealing with speed bumps. more importantly - the speed bumps which border the park are there due to the concern for children at play and other park users -creating an entry or exit point at the park simply doubles the impact versus having one sole entry exit point. it would eliminate an otherwise quiet car-safe area in the neighborhood for small kids. simply put - if you must impact the neighborhood with entry and exit do it in only one place. the residents on calle bandera suffer due to the increased traffic but they also benefit from a property which is adjacent to a valuable open space project that they can easily walk right into and enjoy - which at the very least maintains their property values.
3. COMMUNITY GARDEN IS A GOOD IDEA - KEEP IT IN THE PLAN. With sustainable living and healthy lifestyle consciousness growing- inclusion of this type of area serves an additional segment of the population in addition to those who want the area for the recreational use.
4. MULTI PURPOSE BUILDING-Not sure why this is for Auto restoration ? - but I can go along with that if it serves education and high schoolers. This building and it's grounds should also offer a sort of annex to city hall for via verde area residents for small community events, educational talks, parks and Rec programs etc. With either indoor or covered outdoor space (similar to the structure at Horse Thief Canyon just east of the dog park located in the northwest corner of the large grass area- which can serve us all for this purpose.
5. CREATE GOOD SIGNAGE ALONG SAN DIMAS AVENUE. Drivers will need clear direction signs and updates to existing - We still need better street signage for directions to locate Raging Waters and freeways along San Dimas Avenue and the addition of the walnut creek area will exasperate it. There also needs signage for horse crossing and small animals along SD Ave. We currently have one sign that is located at the corner of San Dimas Ave and Puddingstone Dr which is not legible at all - the letters are 2 inches high. The result is constant road kills and during peak Raging Water season drivers who are doing U turns and turning into Via Verde neighborhoods.

Please let me know if there is anything I can assist with as a resident in this undertaking.

Thaddeus P. Gallizzi
1314 Paseo Placita
San Dimas CA 91773
Email: ThaddeusGallizzi@gmail.com
Cell: 626.260.7490

MAY 20 2015

Ann Garcia
Community Development Dept.
City of San Dimas
245 E. Bonita Ave.
San Dimas, CA. 91773

Nicholas O. Ohanyan
1322 Paseo Morelos
San Dimas, CA. 91773

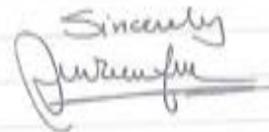
5/27/2015

Re: Walnut Creek habitat and Open Space Project Study

It seems like the above project is back in the City of San Dimas Community Development Department. In the past, I had opposed to the project, because it would cause more traffic, more noise, more pollution, on Avenida Loma Vista where the main access to the project would take place.

I understand that no Environmental Impact Report was considered with regard to noise, traffic, vandalism, burglaries, fire concerns and privacy issues.

Being a resident at the above address for 37 years, I am totally and absolutely opposed to the above project with regard to access from Avenida Loma Vista, because of the above issues that are not addressed.

Sincerely


From: BRIAN MC NERNEY [<mailto:bredbrian@verizon.net>]

Sent: Monday, May 25 2015 3:16 PM

To: Ann Garcia; emmettbadar@aol.com; jtempleman@ci.sandimas.ca.us; Dennis Bertone; Rob Anderson; jcoupas@wattawax.com; Arden Bates; cycleman@bigplanet.com; ceo@lavernechamber.net; fordmanagementcompany@gmail.com; Jerry Enis

Subject: Walnut Creek habita and Open Space Project Study

This project was fully dissected three years ago in 2011 and it was stated at that time that the Via Verde residents were willing to accept pedestrian access to the area through Loma Vista Park but not vehicle access.

When Via Verde was planned it was under developed by design. There are no churches, schools or industrial business parks in Via Verde. This has worked well for over 40 years and doesn't need to be changed now. This is a residential neighborhood meant to be enjoyed by families. Now that the city has received Grant Money of over 800k there seems to be a rush for getting to Phase 2 and 3 without even looking at how effective Phase 1 will be.

There has been an increase in crime in our area since the picnic tables were put in at the Antonovich trail and the usage has increased and brought people to our area who don't live here but now have discovered Via Verde. One of the nice assets of Via Verde is the limited access to the area. Basically, there are now only two ways in and out. If a road is put in through the park, it would not be that difficult for the Tzu Chi Foundation to hook up their property so that there could be immediate access to Valley Center Rd. and then right into Covina. This could open up all sorts of increased criminal activity in Via Verde.

After the recent Parks & Recreation Commission meeting I met Mr. Jim Coupas. He invited me to visit his home the next day and see what problems he faces. I visited 1013 Kaya Frandosa and Jim took me to his backyard. I will be 71 in three weeks but I put one foot on a brick by his fence and I was able to step out of his yard into the Habitat. It was that easy!! Jim told me he was robbed and with the help of the license plate number they tracked a car to four young kids who broke in and stole from his home to make money for their proms. They first discovered the area after visiting the Trail and saw how easy it was to get into the yards. This is a major problem.

I think a full blown Environmental Impact Study needs to be completed to look at things like:

- 1.) Fire Concerns
- 2.) Burglaries
- 3.) Traffic
- 4.) Noise
- 5.) Vandalism
- 6.) Privacy Issues

Another concern is the potential loss of property value in the Community because of the expanded nature of this Habitat and the problems it will bring. I have spoken to the two Realty firms in Via Verde and they are concerned about it and feel it will only have a negative effect on home prices.

Within a few miles of us we have Raging Waters, Bonelli Park, the Antonovich trail, Puddingston. To me this Green Belt already exist so access to the Habitat should be limited to pedestrian access at best, with

a gate that closes at dusk so to eliminate drugs, drinking, illegal sex and others things that tend to happen at night in parks.

If the project goes forward we need a "time table" for when you plan to introduce each Phase and how much each Phase will cost and what is the projected increase in traffic.

In March of 2012 when this last came up, I decided to mark off the feet from the curb on Loma Vista to the back fence that currently exist in Loma Vista Park. It was approximately 165 feet in total to reach the fence. Let's say we add another 200 feet behind the fence for your parking lot, etc. That is a total of 365 foot. For that amount of footage the City is going to spend hundreds of thousands of dollars to take out the park, build a new road just to have people drive that short distance to park their cars, vans or buses and continue on foot. To me that is totally stupid.

There is enough parking on Loma Vista for at least 30 to 35 cars to park on both sides of the road and the people walk into the Habitat. That is more than double what is available for the Antonovich Trail. The park itself is used by the people who live here for birthday parties, picnics, basketball games. If you allow a road to be built the people who live here will suffer and the dynamics of the present park will radically change.

I don't know when was the last time you visited the Antonovich Trail. I was there in early March with some people from out of town and it was cluttered with trash. I run the La Verne Chamber of Commerce and today after our Memorial Day Celebration I went to the office to return things I had on my table at the Celebration. We were closed for 3 days because of the holiday. In our front yard I found 3 used cups, donut wrappers, two beer cans and a few other things. I picked them up and put them in the garbage. Basically human beings are pigs and the more they go somewhere without supervision, the dirtier things get. I think the possibility for fires, excessive trash is real. We have enough challenges with the drought than adding more layers on doesn't help.

I have taken time to document my concerns because I love living in Via Verde and this way of life. I think we have to use common sense when we look at projects and not make something more than it should be. I will be interested in seeing your responses. Hopefully they will be specific.

Thanks for your time.

Brian & Carol Ann McNerney
1322 Paseo Corto
San Dimas, CA 91773

Letter to the Editor:

Last night I attended a meeting in the San Dimas City Hall Council Chambers, conducted by the Parks & Recreation Commission to discuss the Walnut Creek habitat and Open Space Project Study. This project has been discussed in the past and it was agreed to that there would be limited access to the park and that pedestrian access would be available through a gate to be constructed in Loma Vista Park on Avenida Loma Vista. I still have an e-mail from Councilman Dennis Bertrone dated September 3rd, 2012 thanking me for "My positive and Common-Sense approach to the Plan".

Now that a grant of \$800k has been received, it seems the original plan that all the parties agreed was too aggressive for the size of the area is back in play. It appears that no Environmental Impact Report was asked for to consider fire concerns, burglaries, noise, traffic, Vandalism or privacy issues. Once again it appears the City and the Mountain Rivers Conservancy are completely ignoring the input of the Via Verde Homeowners on this project.

It is important that the citizens in the area make their feelings known to the commission by June 10th or else there is a real chance that our local government will sneak this project in without support of the people. I, for one, am fed up by our government officials not listening to the wishes of their citizens.

All comments should be directed to:

Ann Garcia
Community Development Department
City of San Dimas
245 E. Bonita Avenue
San Dimas, CA 91773
A [Garcia@ci.san-dimas.ca.us](mailto:A.Garcia@ci.san-dimas.ca.us)
Phone: 909-394-6200

Brian McNerney
Via Verde Resident

THIS
DECISION
AFFECTS
ALL OF
US!!

From: albert salgado [mailto:903calle@gmail.com]
Sent: Thursday, May 21, 2015 2:15 PM
To: Ann Garcia
Subject: Walnut Creek Habitat Draft Initial Study-Traffic Evaluation

Dear Ann:

My home is adjacent to Avenida Loma Vista. I am strongly opposed to Loma Vista Park and Calle Bandera as access points to the Habitat. The reason is obvious - **an increase of 20 to 30% in traffic; an additional 200 to 300 trips per day; an additional 1,500 vehicles per day!** Moreover, parking near and around Loma Vista Park is very limited which would result in traffic congestion and safety issues for both drivers and pedestrians. If you can take the time to talk with the residents of our neighborhood living on or near Avenida Loma Vista, you will find that most if not all residents share my view. As a member of a local HOA, I know for a fact that we have in the past attempted to convey this same message to staff but to no avail. I believe that there should be honest stakeholder collaboration with residents affected by the project that goes beyond an occasional community meeting with strict procedural protocol. I suggest that you may want to contact residents directly or the various HOAs in the areas to be impacted to gather more accurate and real time feedback. I am sure you will become aware of the strong opposition for using Loma Vista Park and Calle Bandera as entry points our neighborhood. Thank you for your attention to this matter.

Sincerely,

Albert L. Salgado
903 Calle Frondosa
San Dimas, CA 91773
909 592 6396

From: Blaine Michaelis
Sent: Friday, May 22, 2015 1:21 PM
To: Lmlawcwm@aol.com; Ebner, John (john.ebner@hoag.org); emmettbadar@aol.com; ddbertone@aol.com; jeffreywtempleman.assoc@verizon.net
Cc: Theresa Bruns; Larry Stevens
Subject: FW: Traffic and Neighborhood Quality of Life

From: albert salgado [<mailto:903calle@gmail.com>]
Sent: Friday, May 22, 2015 11:16 AM
To: Curt Morris; Denis Bertone; Emmett Badar; John Ebner; Jeff Templeman
Subject: Re: Traffic and Neighborhood Quality of Life

Dear City Council:

I recently attended a community meeting where the Walnut Creek Habitat and Open Project Plan hosted by the the Watershed Conservation Authority and the City of San Dimas was discussed. What I learned alarmed me! The purpose of the Initial Study is to address the direct, indirect, and cumulative environmental effects of the project. At the meeting I learned that upon its full development, the habitat project is expected to add approximately 200 to 300 trips per day, with 10 to 20 peak hour trips to the neighborhood, and the largest increase in traffic occurring on Avenida Loma Vista, a 20 to 30% increase in traffic for this street, bringing the daily traffic volume to approximately 1,500 vehicles per day. Studies show that as traffic volumes increase, the safety of our streets declines along with property value, air quality, and the quiet we enjoy in our homes.

I also learned that the primary access points at which the traffic increase will occur will be at Loma Vista Community Park and Calle Bandera. Where are all of the 1,500 visitors going to park? There are no parking facilities at the park. What can we expect? Possibly a very congested Avenida Loma Vista with lost or frustrated visitors driving aimlessly around our neighborhoods looking for a parking space. I further became aware that the plan includes bringing bus loads of students to this location. Where are the buses going to load and unload students?

My neighbors have shared with me their belief that the plans for a buffer are totally inadequate. They have real concerns about loss of privacy, increased fire hazards, increased noise levels, encroachment on their properties and a degradation of home values. After the meeting, I must say that I share their alarm.

I fear we will lose our neighborhood quality of life. A lifestyle that many of my neighbors have worked their entire lives to achieve. Using our neighborhood to access the habitat is a misguided idea because it is harmful to the welfare of our community. Other more appropriate locations should be selected to serve as access points to the habitat.

Ours is not a choice borne upon the increased enhancements of the city environs, but rather whether or not we may expect to see the City of San Dimas keep its commitment to the preservation of tranquil and pleasant neighborhoods or trade local values for the shinier baubles made possible by corporate encroachment.

Sincerely,

Albert L. Salgado
903 Calle Frondosa
San Dimas, CA 91773
909 592 6396
903calle@gmail.com

From: Ysandimas@aol.com [mailto:Ysandimas@aol.com]

Sent: Thursday, May 21, 2015 4:08 PM

To: Ann Garcia

Subject: Walnut Creek

Please do not let that Avenida Loma Vista in San Dimas be used as an entrance to the Walnut Creek Habitat .Avenida Loma Vista is already congested. Let me inform you that my-self and most of the resident of Avenida Loma vista are afraid every time they have to get out of their garages due to the congestion.

I reside for the past 25 years on Avenida Loma Vista and believe me the traffic and noises are much too much already. I DO NOT WANT MORE TRAFFIC ,I DO NOT WANT MORE POLLUTION and no more NOISES. As a Loma Vista resident for the past 25 years I have already much to much of them and I firmly oppose of the Walnur Creek Habitat and demand that Avenida Loma Vista NOT be used as an entrance to the Walnut Creek Habitat. If allowing to use Avenida Loma Vista as an entrance the City will loose many of their resident. AGAIN I AM DEMANDING AS A RESIDENT OF AVENIDA LOMA VISTA Not to allowe Avenida Loma Vista to be used as an entrance to the Walnu Habitat.tCreek.

Umberto Yacon.a resident of Avenida Loma Vista in San Dimas Cal.91773.-

From: Sonny Oleas [mailto:ynnoso@hotmail.com]

Sent: Thursday, May 21, 2015 4:27 PM

To: Ann Garcia

Subject: Walnut Creek Project

I live on Avenida Loma Vista (since 1985), I am the original owner. I have seen the changes of progress and the transformation San Dimas has gone through, for the most part they have been for the benefit of the residents and neighboring communities. However, I am not sure how any phase of Walnut Creek Habitat and Open Space Project got approved, when many of the residents of Avenida Loma Vista and neighboring streets opposed it. Avenida Loma Vista has become a busy street and the additional traffic will heavily impact the safety of the residents; although we do not have car accidents on a daily basis, there have been some car Vs. car or car Vs. property incidents. Presently, there are many close calls on a daily basis when residence owners exit their driveways. I am sure the city is not looking for something major to happen, such as a serious or even death causing accidents due to the additional traffic volume. We the residents of Avenida Loma Vista have opposed this project and have stopped it from taking place, which part of NO is it that the city and/or council members do not understand? or is it that some council members have a personal vested interest in this project? I hope there has been a full disclosure and impact reports have been done by independent agencies that have no ties either to the city, city council members, The Water Conservation Authority or anyone endorsing this project. This project should be abolished or look at the alternate routes that been present, do not impact the residents and place them at additional risk, not only for property values and crime, but for the possible loss of life or limb the additional traffic will present.

OPPOSED

Sonny Oleas
900 Avenida Loma Vista

From: Don Meredith <mereduht@aol.com>
To: Agarcia <Agarcia@ci.sandimas.ca.us>
Cc: cmorris <cmorris@ci.san-dimas.ca.us>; dbertone <dbertone@ci.san-dimas.ca.us>; ebadar <ebadar@ci.san-dimas.ca.us>; jebiner <jebiner@ci.san-dimas.ca.us>; jtempleman <jtempleman@ci.san-dimas.ca.us>; MAntonovich <MAntonovich@lacbos.org>
Sent: Mon, May 18, 2015 11:01 pm
Subject: Walnut Creek Wilderness Hearing and Proposal

Ms. Garcia,

I received the noticed for the May 19, hearing last Wednesday. I have been trying to follow the varying proposals over the past several months. That said, **any proposal that has a roadway and vehicle entrance into Loma Vista Park is unacceptable to me. Additionally, any proposal that has an amphitheater in the wilderness area is also unacceptable.**

In reviewing the various plot maps, I see that they having parking lots within the confines of the project. These parking lots appear to be behind the homes located on Loma Vista. I find this troublesome in that the homeowners bought those houses with no expectations of a parking lot being located behind them. Like two of our city councilman I have many years of law enforcement experience and believe that those lots will lead to gatherings of individuals to socialize in while using alcohol or narcotics. A good example of the attraction it creates is illustrated by how crowded the dirt lot on San Dimas Ave at the entrance to the Michael D. Antonovich trail has become since the picnic tables were placed there.

I agree with a pedestrian gate from Loma Vista Park and would like to see that done as soon as practical, but no roadway or vehicular traffic through the park, and definitely no amphitheater. With the 4 different options present it is difficult to see which direction the leadership of San Dimas is taking.

I have lived in the Via Verde area if San Dimas since 1978 and never envisioned the tranquility of my neighborhood would face potential issues of roadways through Loma Vista Park, Parking lots behind residential areas and a possible amphitheater within Walnut Creek.

reference

http://watershedconservationauthority.org/plans/walnut_creek.html

Don Meredith
1321 Paseo Placita
San Dimas
909 821 1070

Comment Card: 5/22/15

Sean – Will there be more of a security presence given the increased traffic?
(909) 896-0110, cujocazares@yahoo.com

Comment Card: 5/22/15

Danny Haborern – send any information as it becomes available.
dansarrows@verizon.net

Comment Card: 5/26/15

Chikahide& Keido Date – We live more than 30 years at 1170 Avenida Loma Vista, San Dimas. Our house is located just across the street of the Avenida Loma Vista park. We do not agree to open the park and make the entrance to access Walnut Creek. The reasons are:

1. Lose our privacy
2. Increasing more traffic on the street
3. We do not like to be made a stop sign in front of our garage by the city.

We wish that we can live in safe and peaceful environment. Thank you.

1170 Avenida Loma Vista, San Dimas, CA 91773

(909) 599-2900

pekopoko19@gmail.com

FORD MANAGEMENT COMPANY
P.O. BOX 581
CLAREMONT, CA 91711
Phone (909) 303-3740
EMAIL fordmanagementcompany@gmail.com

5/18/15

Re: Impact of Walnut Creek Habitat & Open Space Project on our client Via Verde Tract 31117

City of San Dimas
City Council
245 E. Bonita Ave.
San Dimas, CA 91773

Dear City Council:

As the property manager for the 58 homes that comprise the Community referenced above for the last nine and a half years I am well positioned to understand the fears and misgivings of this Community. The homeowners met last Saturday, 5/16/15, in a "town hall" approach to share their thoughts with their neighbors and confirm that they were not alone in their concerns. Several of the homeowners shared with the group that despite their best efforts to approach the City with painstaking effort to document their concerns in the form of measurements, drawings and other details, they were unsuccessful in achieving something as small as a response from the City to their efforts. It is for this reason that the homeowners have decided to attempt a different approach to being heard by the City Council and any "powers that be".

The homeowners not only want to be heard they want a written response to each of their concerns offering confirmation that their ideas will be approved and if not approved a written explanation as to why not. The homeowners have asked my office to prepare the following list of their concerns to be presented to you so that there is a paper trail for accountability and so that you have a specific list to respond to. In recognition of the limited window of 5/12/15 to 6/12/15 for the public review of the environmental documentations the Board of Directors for the Community has provided a copy of this letter to their Attorney with the request that he review and advise the Board on how to best be represented in this process. It is my understanding that if the Community receives the detailed response to their list of concerns that they have asked for and the response appears to be helpful and transparent then the use of the Attorney will be minimal.

This list of concerns reads as follows:

1. Several homeowners stated that their homes are located less than 100' from the building structure that is slated to be used to reach out to children regarding Habitat Orientation and sharing various knowledge. Some of the homeowners stated that they have experienced listening to conversations at this building when voices were held to just the

the noise level of a normal conversation. They believe that their legal right to the quiet enjoyment of their home is in jeopardy because of the number of children that will be in this area with little hope that they are never going to be noisy. This concern for noise near the building extends beyond that of voices to that of buses, busing in the children, and cars in general.

These same homeowners also expressed a concern about a potential fire hazard and whether or not efforts are planned to address this risk.

A number of other homeowners shared their concern about the potential fire risk and the narrow distance in general between many of the homes in the Community and the habitat.

2. The homeowners would like to see a “green belt” established between the two properties and they would like details on what the “green belt” would look like and consist of. For example will it consist of trees capable of absorbing sound and at the same time provide a cover for privacy? It is a further concern that no efforts have been made to make the planting of this “green belt” now. This concern relates to item #4 in that it is hoped that some type of green belt will act as a buffer in different ways. The homeowners believe that any such planting needs to be done now because of the obvious time needed for such growth to establish.
3. Security is a big issue and they would like to know what efforts will be made to address this. For example will the project include a perimeter wall high enough to discourage trespass and/or will Cacti be planted to discourage trespass, etc.? It should be noted that the fence currently in place is only 4’ high and no deterrent to teenagers that will discover this new place to congregate to drink and smoke, adding to the risk of fire.

Some of the homeowners offered the observation that since the City installed a number of picnic tables and benches at the end of the Mike Antonovich Trail the number of cars and people have increased at an alarming rate and their appears to be a correlation with the increase in burglaries in the Community.

4. The homeowners would like a description of any efforts being planned to minimize and/or buffer noise from the habitat activities such as buses, yelling and screaming, the use of bull-horns or loud speakers, etc.
5. Visibility is a big issue. The homeowners do not want their privacy invaded by the ability of people in the habitat to look onto their property where they are sun bathing, enjoying the privacy of their back yards or pool. They also do not want Habitat visitors to be able to look into the windows of their homes. They also do not want any potential for glaring floods lights invading their homes and back yards.

6. The homeowners would like to know why there is a need for an observation tower. The homeowners believe that if there is a true need for an observation tower then they would like it located on the opposite side of the hill from their community for reasons stated in item number five.
7. The Community would like to be informed of any statistics available regarding the current burglary activity in the area. The homeowners would like your opinion on the potential impact of the habitat activity to contribute to an increase in burglary in the Community.
8. The Community believes that any trails in the habitat should be established on the other side of the hill like the tower. This request speaks to the concern of visibility into the Community which may contribute to burglaries, noise, and loss of privacy. This concern speaks to the issues raised in item #5.
9. The Community takes issue with the location of a public bathroom structure being located by the "orientation and learning" building instead of by the park.
10. Traffic is a concern to the Community. In looking at "Appendix H. Traffic Evaluation in the Draft – Traffic Evaluation – Draft" for the project it is not clear to the homeowners if the stated statistics represent existing conditions or the potential for additional traffic in the area of the Habitat. On this topic, concern was also expressed regarding existing "speeders" and the potential for an increase in "speeders" through the Community.
11. The homeowners presently have a sense that despite all the effort put into planning this project it may not happen at all. On this thought the homeowners have asked why this development is needed when it is so closely located to the Frank G. Bonelli Park, Raging Waters, and the Michael D. Antonovich trail. On the other hand they are concerned that if this project goes forward no estimated "time table" for the various phases of the project has been made public. The Community would like you to offer some general time table for "milestones" and different phases for the project.
12. The last point that the Community would like a response to is their concern for the potential loss of property value in the Community because of their proximity to the Habitat Project. It is feared that the greatest impact will be felt by those homes closest to this project because it will steal away the impression of living in the quiet peacefulness of the country. Many homeowners were greatly influenced to buy their homes because of being able to look out behind their homes or be in their back yards and feel like they were surrounded by the quiet privacy of the county. Homeowners who do not border the Habitat property are worried about their property values going down because of what is known in the Real Estate Industry as "Comps". Homeowners are concerned because of the potential "ripple effect" that may happen when potential buyers see lower prices for home near the habitat they will want a lower purchase price for the homes located further away from the Habitat.

In summary I would like to reiterate the importance of responding to each of these concerns with either a favorable written confirmation that specific ideas will be approved and if not why they will not be approved. The homeowners also look forward to a specific response and solution for all of their concerns. Please understand that the Community has no interest in trying to “de-rail” this project they just want to be heard and to be responded to.

Cordially,

GLENN T. FORD
Property Manager

Cc: Cris Klingerman – Esquire
The Law Offices of Robert E. Weiss

The Watershed Conservation Authority

City of San Dimas, Community Development Department

City of San Dimas, Planning Commission

PARKS AND RECREATION COMMISSION MEETING "APPROVED" MINUTES:

CITY OF SAN DIMAS
PARKS AND RECREATION COMMISSION
MEETING MINUTES OF
May 19, 2015
City Council Chambers – City Hall

CALL TO ORDER

The regular meeting of the Parks and Recreation Commission was called to order by Chairperson Kenney at 6:00 p.m.

ROLL CALL

Present:

Kevin Kenney, Chairperson
Susan Davis, Commissioner
Frank Neal, Commissioner
Tom Diaz, Commissioner
Jose Martinez, Commissioner
Baylee Smith, Commissioner

Larry Stevens, Assistant City Manager, Development Services
Theresa Bruns, Parks and Recreation Director
Leon Raya, Recreation Services Manager
Ann Garcia, Administrative Aide
Steve Farmer, Landscape Maintenance Manager
La Toyia Ward, Recreation Coordinator
John Ebner, City Councilmember
Collette Morse, Morse Planning Group

Absent: Kathryn Perkins, excused

Prior to Agenda Item 3, Approval of Minutes, Chairperson Kenney thanked the audience in attendance and reviewed the agenda and informed the audience of the public comment process that would follow agenda item 4a, Presentation of the Mitigated Negative Declaration for the Walnut Creek Habitat and Open Space Project, prepared in accordance with the California Environmental Quality Act, and Receive Public Comment.

APPROVAL OF THE MARCH 17, 2015 MEETING MINUTES

COMMISSIONER NEAL MOVED TO APPROVE THE MINUTES OF MARCH 17, 2015 MEETING AS SUBMITTED, SECONDED BY COMMISSIONER DAVIS AND APPROVED BY A VOTE OF 5-0, WITH COMMISSIONER DIAZ NOT YET IN ATTENDANCE.

ITEMS OF BUSINESS

A. Presentation of the Mitigated Negative Declaration for the Walnut Creek Habitat and Open Space Project, prepared in accordance with the California Environmental Quality Act, and Receive Public Comment

Director Bruns gave a brief history of the Walnut Creek Habitat Open Space Project including the acquisition in partnership with the Watershed Conservation Authority (WCA), planning, public input process and review. In 2012 a phased plan was accepted and approved by City Council. In 2013 an application for \$850,000 of funding from the 5th Supervisorial District Prop A funds was successful allowing for implementation and completion of Phase I of the plan. Phase I includes, trail development, landscape buffers, pedestrian access through Loma Vista Park and demolition of some existing structures. The CEQA process must be completed prior to the initiation of Phase I.

Assistant City Manager Stevens reviewed the purpose of the CEQA process and noted that analysis must be completed and reviewed according to CEQA guidelines. The entire Walnut Creek Open Space concept plan was reviewed and the intent is that this is the final review for the entire plan unless changes are made to the plan. Notice was given of the public comment process including a mailed notification to all residents within 1000 feet of the boundaries of the project location and the surrounding unincorporated area, as well as via the media, notices at City Hall, the library and the City website. The actual CEQA report is available for public review on the City website, at City Hall and at the San Dimas Library.

The public has until June 10 to submit comments on the report. All comments will be included in a written summary provided to City Council. The report will be considered by City Council at the June 23, 2015 meeting. Additional notice to residents will be given prior to that meeting. The WCA will review the plan for approval at its board meeting on July 16, 2015. For the CEQA process the City is considered the "responsible" agency for the plan and the WCA is considered the "lead" agency for the plan. The lead agency makes the final decision on the plan. The City Council will make a recommendation to WCA.

Assistant City Manager Stevens noted that all public comments at the meeting tonight should be related to the CEQA report.

When City Council approved the plan they only approved Phase I and current funding is only for Phase I. Other issues related to other phases can be addressed at that time as there will be opportunities for public comment. Assistant City Manager Stevens then introduced Collette Morse of the Morse Planning Group, the firm that developed the CEQA plan, to review the main aspects of the plan.

Ms. Morse presented a Power Point presentation to the Commission (attached). She noted that the study reviewed potential impacts of the project and any subsequent action that is needed.

The plan has 17 areas of review. The CEQA process requires that 87 questions be addressed to determine impact and extent of the impact. The presentation included a map of the project with the phased design and improvements. It reviewed the key aspects of Phase I; the CEQA process, pedestrian access through Loma Vista Park, development of the General Site Trail and Meadow Trail, connection to the Antonovich Trail on the west side of the property, removal of the buildings on a portion of the site and a perimeter buffer.

Ms. Morse presented the list of all the topics reviewed in the initial study, conclusions, and mitigation measures if needed. She reviewed the levels of impact as determined by the study from no impact, to less than significant to significant. For Phase I of the project no mitigation measures were noted.

Ms. Morse reviewed the traffic study process that identified streets associated with the project and traffic flow impacts. She noted that the study concluded that a 20% to 30% increase in traffic flow was possible but that the traffic load did not exceed the capacity of the streets or warrant a conclusion.

She concluded by noting that based on the CEQA study an Environmental Impact Report is not needed and concluded the presentation.

Assistant City Manager Stevens again reviewed the public comment process and that there would be not responses on the report unless required to clarify a detail of the report or requested a point of additional information. He also reiterated that the CEQA review includes impacts for the complete concept plan and only Phase I improvements are to be completed at this time.

Chairperson Kenney thanked Mr. Stevens and Ms. Morse for the presentation and invited public comment.

John Margis, a resident who lives in Via Verde south of the project spoke and noted that he felt a review of section 4.16 of Transportation and Traffic question A should be reviewed. He stated that it addressed the worst case scenario of an "active park" design and requested that this portion of the report also address the impacts of the current Phase I design which calls for a "passive" park and the traffic load related to such use.

James Murphy a resident in the Via Verde area commented that the project calls for trail development and that the result would be increased traffic. He noted that he believed the project should call for parking in the park rather than on the street behind the park.

Glenn Ford of Ford Management spoke representing 58 homeowners, of the homeowners association in track 3117 of the Via Verde neighborhood. He stated that the association had a meeting to share concerns of the impact of the project and asked for him to speak on behalf of the group and to present their concerns. The group had composed a letter that outlined the concerns and then he addressed some of them. He noted that the proximity of the habitat project was a concern and that residents wanted a buffer for sound and privacy. They have a concern for safety from trespassers that might result in increases in burglary. There is an issue with the trail being on the perimeter of the property and that it provides a visual access into homes. The residents hope the trail can be relocated. Speeding and traffic on surrounding streets is a concern. There is a general concern for a loss of property value for those homes closest to the project and fear that this loss of property value will trickle out to other homes. He presented the association letter to Assistant City Manager Stevens.

Gene Osling, a resident whose home backs up to the project property spoke to note that he considered the traffic report portion, "offensive." He felt that a 20% - 30% increase in traffic in a developed area was a concern. He requested that a pathway access through Loma Vista Park be eliminated. He stated people will park on streets near Loma Vista Park and will be parking in front of resident's homes.

Albert Salgado, of 903 Calle Frondosa spoke to share his concerns about traffic safety. He sees the increase in traffic as a danger to children who would be trying to get out of the way. The street in front of Loma Vista Park is a downhill and drivers forget how fast they are going. He stated the increased traffic will be a safety hazard.

Chairperson Kenney thanked the audience for their comments and then invited comments from Commissioners.

Commissioner Davis had no comment at this time.

Commissioner Diaz stated that the report did not discuss the impact on emergency vehicle access or increased parking congestion. A 20% - 30% increase in traffic may not translate well to people and the traffic analysis should be looked at further.

Commissioner Martinez noted that regarding the 20% to 30% traffic increase cited in the presentation, at what point should mitigation action occur and what mitigation action would be required.

Commissioner Neal stated that Avenida Loma Vista is not made for two way traffic and parking. There is very little parking on the north side and it would be difficult for a bicyclist and automobiles to pass at the same time.

Commissioner Smith had no comment at this time.

Commissioner Kenney noted he used to live in the area and used to walk with his children to Loma Vista Park. He observed that folks speed by houses. He expressed concern about the traffic impacts and the problems with traffic on the street. He stated that if it was a park that only the nearby community attended it would not be a problem but agreed that it is a security issue. Many people come from out of the area to go to Bonelli Park, and this project will likely draw many users as well.

With no further comments Assistant City Manager Stevens thanked the members of the community for their comments. He reminded members they were welcome to use the comment cards or submit comments by email or letter. He advised community members to call City Hall if they had questions. All comments will be compiled and responded to at the conclusion of the comment period and should be up on the City website by June 20, 2015. Chairperson Kenney asked how the responses would be addressed. Assistant City Manager Stevens replied that they will likely be grouped by topic area and there will be an opportunity for revisions or adjustments to the report. Notices will be given five to six days prior to the City Council review meeting. At their meeting City Council will make a recommendation on the Mitigated Negative Declaration to the WCA.

The public comment portion of the meeting was concluded.

ORAL COMMUNICATIONS

A. Director of Parks & Recreation

1. Update on Via Verde Park Plan

Director Bruns advised the Commission that staff is continuing to work with a landscape architect to redesign the playground pads and entry. Plans will be presented at the July Commission meeting.

2. Update on Water Conservation Efforts

Director Bruns stated that there has been an Executive Order from the Governor's office on water conservation and introduced Landscape Maintenance Manager Farmer to give an update on the Departments water conservation efforts.

Manager Farmer stated that the City has 176 landscaped acres. Typically in winter and wetter months the Department backs off on the water schedule but due to the fact that for the last 2 years there has been very little rain they have not been able to do that and have had to increase watering of turf and landscape due to the high temperatures. Due to the Governors order of a 28% reduction in water use, irrigation for turf medians has been turned off. Turf will be turning brown and will be lost. Landscaped medians will be retrofitted to be irrigated by either drip or neo spray systems in order to maintain the urban forest. During the transition to new systems, mulch will be installed at the base of trees for the short term to retain moisture and decomposed granite transitions to rock installed for a nicer finish, and to retain material. Landscaped medians will be maintained in the current condition.

Director Bruns stated that it is a difficult task but it is required. The transition will take place in steps and she asked for the public's patience. The City has several major thoroughfares with turf that will be transitioned to drip or Netafin system to maintain trees but turf will be lost. Commissioner Diaz stated he has heard about

rebate plans for turf replacement and asked if the City has applied for any rebates. Manager Farmer replied that we have submitted seven median projects for consideration. Director Bruns noted that the challenge is that live turf must be replaced and the medians may lose live turf before they can be replaced. It is not likely that the timing will work to qualify for the rebates.

Commissioner Martinez stated that in his work with his water district he is very familiar with the challenges being faced and shared his insight. He stated that the drought is legitimate and urgent. He noted there are rebate programs for turf replacement but there is a temporary hold due to demand although applications are still being accepted.

He inquired if Golden State Water, the water purveyor for San Dimas has made any announcements regarding reductions. He said the medians will go brown and that he recommends posting signs on the medians noting that the City is doing its part to conserve water. He stated that water districts are trying to come up with plans but it is a complex situation. He recommended asking Golden State Water for flexibility in the irrigation schedule. He noted it might be worthwhile to discuss since the City has been using smart irrigation technology for several years.

Director Bruns stated that the City has been very proactive with smart controllers. The City is committed to conservation and maintaining playing fields to playable standards for liability and safety reasons. There was discussion from Manager Farmer on the irrigation schedule and the number of days and duration. The frequency of days may not change but the duration can in order to keep playing field turf healthy.

Commissioner Martinez again offered any assistance he might have to staff in order to troubleshoot issues. Director Bruns stated that she will be meeting with the golf course staff and Golden State Water staff next Thursday to discuss water conservation. Commissioner Kenny asked if the City uses any reclaimed water. Director Bruns noted that there is no access to reclaimed water in San Dimas.

3. Update on Via Verde Avenue Median Island Landscape

Director Bruns stated that a contract has been entered with a landscape architect to design a drought tolerant landscape plan for the Via Verde Avenue median. Manager Farmer noted that there is 99,000 square feet of turf on the median. Director Bruns noted that the concept will be similar to the look that is at the north end of San Dimas Avenue with the goal being to maintain trees.

4. Calendar of Upcoming Events

Manager Raya distributed the calendar of events through July noting that summer is a very busy time of the year. He highlighted the start of summer classes, day camps and Music in the Park and the Family Campouts.

B. Members of the Commission

Commissioner Davis- No comment.

Commissioner Smith – Not comment.

Commissioner Neal – No comment.

Commissioner Diaz – He thanked all who prepared the Walnut Creek presentation and all who came out to comment.

Commissioner Martinez – He shared that it is his last meeting and it has been a privilege and an honor to serve on the Parks and Recreation Commission. He thanked staff and Commissioners for their commitment and hard work.

Commissioner Kenney- He thanked Commissioner Martinez for his service and wished him the best. He noted it was a pleasure working with him.

C. City Council Liaison

Councilmember Ebner shared that the Council reviewed a plan for the downtown that involves removing the wooden sidewalks, modifying landscaping and making street improvements. It should improve the look and experience of the downtown. The final plan will be reviewed by City Council shortly. He added that the Parks and Recreation Department has several capital improvement projects in the budget and that it has not had that number in many years. Director Bruns noted that eight of fifteen projects listed on the CIP project page of the budget are Parks and Recreation Department projects. Councilmember Ebner noted the budget is scheduled to be adopted by City Council on June 9. He thanked Commissioner Martinez for his service of six years.

D. Members of the Audience

John Margis shared the efforts his homeowners association has made towards water conservation. These include removal of 25,000 square feet of turf and qualifying for the rebate available as well as transitioning to mulch and changing landscaping. The next phase is to look at smart technology irrigation.

ADJOURNMENT

THE MEETING WAS ADJOURNED AT 7:34 P.M.



Leon Raya, Recreation Services Manager

Due to size limitations of the Agenda Packet the Walnut Creek Habitat & Open Space Project can be found under the Community Development section of the city's website. To view the complete draft of the initial study, click on the link below.

<http://www.cityofsandimas.com/ps.communitydevelopment.cfm?ID=2523>



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of June 23, 2015

FROM: Blaine Michaelis, City Manager *BM*

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

SUMMARY

UPDATE TO THE STAFF REPORT – staff reviewed the city financial provisions of 4.2 and 4.6 regarding city financial responsibility, and the insurance provisions on pages 38-39 with the Gold Line Authority. The Authority provided an explanation letter clarifying that the city has no responsibility to financially contribute to the project costs – a city’s financial obligation is only to address the costs a city encounters in responding to plan review/check, engineering services, inspection services for the portion of the project that involves our participation. The insurance provisions relate to the requirements of the contractor to meet the agreement requirements to provide insurance coverage for the construction of the project to include insurance coverage and indemnification of the cities involved in Phase 2B. A letter to this effect is attached to the report.

=====

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 to address questions from the June 9 council discussion – ask questions as desired.

Authorize the Mayor to sign the Cooperative Agreement.

Attachment:

Letter of explanation from the Gold Line regarding financial responsibility and insurance provisions

Proposed Cooperative Agreement



Foothill Gold Line

Metro Gold Line Foothill Extension Construction Authority

406 East Huntington Drive, Suite 202
Monrovia, CA 91016-3633

p 626.471.9050 f 626.471.9049
www.foothillgoldline.org

Board Members:

June 15, 2015

BLCA-SDC-069

Doug Tessitor
Chair
Appointee,
City of Pasadena

Sam Pedroza
Vice Chair
Mayor Pro Tem,
City of Claremont
Appointee, SGVCOG

Marisol Rodriguez
Alternate Appointee,
City of Los Angeles

Paul S. Leon
Member
Mayor,
City of Ontario
Appointee, City of South
Pasadena

John Fasana
Member
Council Member,
City of Duarte
Appointee, LACMTA

Bill Bogaard
Member, Non-Voting
Mayor,
City of Pasadena
Appointee, City of
Pasadena

Carrie Bowen
Member, Non-Voting
District 7 Director,
Caltrans
Gubernatorial
Appointee

Daniel M. Evans
Member, Non-Voting
Appointee, City of
South Pasadena

Alan D. Wapner
Member, Non-Voting
Mayor Pro Tem,
City of Ontario
Appointee, SANBAG

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

Subject: Master Cooperative Agreement (MCA) – Clarification of City Contribution and Insurance Policy

Reference: Metro Gold Line Foothill Extension Project – Azusa to Montclair

Dear Mr. Michaelis,

As requested by the City of San Dimas (City), this letter serves to clarify various points of the Master Cooperative Agreement (MCA) between the City and the Metro Gold Line Foothill Extension Construction Authority (Authority) for the Azusa to Montclair portion of the Project, commonly referred to as Phase 2B.

The insurance program specified in Section 7.3 of the MCA is the Authority's Design-Build Contractor's responsibility and is established to insure elements of the Project during construction. The Authority will enroll the City in this insurance program, however the City is not responsible for the insurance program.

The City's financial contribution to the Project will not exceed the requirements described in Section 4.2 of the MCA. The types of services provided by the City typically include coordination, meeting attendance, design reviews, construction submittal reviews, and construction inspection.

If you have any questions regarding this letter, you may contact Christopher Burner at (626) 305-7022.

Sincerely,

Habib F. Balian
Chief Executive Officer

Executive Officer:

cc: C. Burner, N. Craig, M. Purcell

Habib F. Balian
Chief Executive Officer

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

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**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.

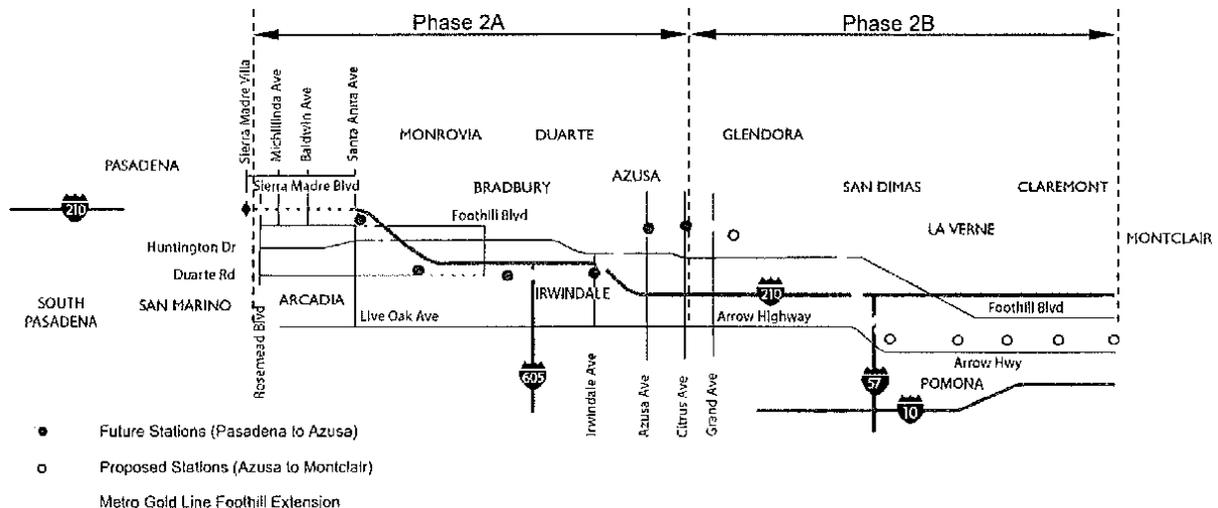


Figure 1 - Gold Line Foothill Extension Proposed Alignment

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: _____

FOR AUTHORITY

ACCEPTED: _____

BY: _____
NAME

TITLE

TITLE

DATE

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 United 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 United 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:**

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.

- x. Conformance with National ITS Architecture: To the extent applicable, the contractor 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 alignment.

To the extent required by the California Environmental Quality Act, additional environmental work and approvals will be required if the parking structure moves from its environmentally cleared location. The Authority needs to keep the city informed regarding the issues and alternatives associated with 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.

Environmental clearance has been obtained for one approach to the Bonita/Cataract intersection. To the extent required by the California Environmental Quality Act, any significant change regarding the Bonita/Cataract intersection and the parking structure will require further environmental review to analyze potential significant impacts to the San Dimas environment resulting from the designs and locations. The city maintains that the Authority analyze the changes and provide the city with an updated environmental review of changes for review and comment by the city. The environmental analysis may inform additional changes to the determinations.



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of June 23, 2015

From: Blaine Michaelis, City Manager

Initiated By: Theresa Bruns, Director of Parks and Recreation

Subject: Senior Citizen Commission Re-appointments

BACKGROUND

The Commission terms for the following individuals on the Senior Citizen Commission expired in May, 2015:

Maurice Kane
James Rowe
Corazon Soriano
Wayne Tennille

All are eligible for and request reappointment.

RECOMMENDATION

Staff recommends that the City Council reappoint Commissioners Kane, Rowe, Soriano, and Tennille.