



AGENDA
REGULAR CITY COUNCIL MEETING
TUESDAY, AUGUST 25th, 2015 7:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVENUE

CITY COUNCIL:

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

1. CALL TO ORDER AND FLAG SALUTE

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

- a. Members of the Audience

3. CONSENT CALENDAR

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

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

RESOLUTION 2015 - 42, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTH OF AUGUST, 2015.

- b. Approval of minutes for regular City Council meeting of August 11, 2015
- c. Award Cash Contract 2015-04 to Sea West Enterprises in the amount of \$56,805 for improvements for new office and restrooms at the Sycamore Canyon Equestrian Center.
- d. Expedited Permitting Process for Small Rooftop Residential Solar Energy Systems

ORDINANCE 1234, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES ADDING CHAPTER 15.06 TO TITLE 15 OF THE SAN DIMAS MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS (SECOND READING AND ADOPTION)

- e. Bonita Avenue Boardwalk Streetscape Replacement and Renovation Project – Approval to retain Architerra Design Group for landscape architectural services for preparation of Construction Documents in the amount not to exceed \$107,600

- f. Construction Management Services on the Foothill Boulevard Bridge Widening Project (CC 2014-01, BHLS-5367-013, EA 07-93318)
- Approval of Change Order 1 for Southstar Engineering and Consulting Inc. in the amount not to exceed \$132,000.00 for additional services for the management of the construction contract.
- g. Resolution to Adopt the Look Back Measurement Safe Harbor Under the Patient Protection and Affordable Care Act

END OF CONSENT CALENDAR

4. OTHER BUSINESS

- a. Request Congressional Support for States to have the Authority to Enforce State and Local Sales and Use Tax Laws on Remote Transactions H.R. 2775 and S. 743

5. ORAL COMMUNICATIONS

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

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

6. ADJOURNMENT

The next meeting is on September 8, 2015 at 7:00 p.m.



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

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

Posting Statement: On August 21, 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 2015-42

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN DIMAS, CALIFORNIA, APPROVING
CERTAIN DEMANDS FOR THE MONTH OF AUGUST 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 08/31/2015 (152451-152590) in the amount of
\$896,032.28.

PASSED AND ADOPTED this 25th day of August 2015.

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

ATTEST:

Debra Black, Assistant 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 August 25th, 2015 by the following
vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Debra Black, Assistant City Clerk

WARRANT DATE VENDOR BANK OF AMERICA Disbursement Journal AMOUNT PO# F 9 S ACCOUNT CLAIM INVOICE

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT
152451	08/31/15	A & I REPROGRAPHICS	12333 SET-UP CHRGR, INSPCTIO	227.34		RC00046070		N	D	001.4311.	018.000
152452	08/31/15	ADVANCED ELECTRONICS	12137 MAINT. ON VEHICLE	182.54		0153609-IX		N	D	001.4342.	020.001
152452	08/31/15	ADVANCED ELECTRONICS	12137 MAINT. ON VEHICLE	192.13		0153609-IX		N	D	001.4342.	020.001
152452	08/31/15	ADVANCED ELECTRONICS	12137 MAINT. ON VEHICLE	232.10		0153609-IX		N	D	001.4342.	020.001
152452	08/31/15	ADVANCED ELECTRONICS	12137 FIELD REPAIR	807.80		TOTAL		N	D	001.4342.	020.001
152453	08/31/15	AIRGAS USA	10165 GLV DRVR SCLT GN	72.56		9041707382		N	D	001.4342.	033.000
152454	08/31/15	ALBERTSON'S	10488 AUGUST SOCIALS	92.92		013849		N	D	001.4420.	013.003
152454	08/31/15	ALBERTSON'S	10488 HAPPY HOUR SNACKS	111.43		TOTAL		N	D	001.4420.	013.003
152455	08/31/15	AMERIPRIDE UNIFORM	10505 UNIFORM	10.50		1401148797		N	D	001.4311.	029.000
152455	08/31/15	AMERIPRIDE UNIFORM	10505 UNIFORM	10.50		1401148797		N	D	001.4311.	029.000
152455	08/31/15	AMERIPRIDE UNIFORM	10505 UNIFORM	46.42		1401148797		N	D	001.4311.	029.000
152455	08/31/15	AMERIPRIDE UNIFORM	10505 UNIFORM	21.90		1401148797		N	D	001.4311.	029.000
152455	08/31/15	AMERIPRIDE UNIFORM	10505 UNIFORM	21.90		1401148797		N	D	001.4311.	029.000
152455	08/31/15	AMERIPRIDE UNIFORM	10505 UNIFORM	21.90		1401148797		N	D	001.4311.	029.000
152455	08/31/15	AMERIPRIDE UNIFORM	10505 UNIFORM	21.90		1401148797		N	D	001.4311.	029.000
152455	08/31/15	AMERIPRIDE UNIFORM	10505 UNIFORM	21.90		1401148797		N	D	001.4311.	029.000
152455	08/31/15	AMERIPRIDE UNIFORM	10505 UNIFORM	174.85		TOTAL		N	D	001.4311.	029.000
152456	08/31/15	ANKLESARIA/BANU	.00003 REFUND, CUSTOMER W/DREW	35.00				N	D	001.368.	021
152457	08/31/15	AQUARIUM OF THE PACI	10651 ADMIN.AQUARIUM 8/5	848.10		7951817		N	D	001.4420.	034.002
152458	08/31/15	ARAMARK REFRESHMENT	10288 COFFEE SUPPLIES	149.14		1317840		N	D	001.4190.	033.000
152459	08/31/15	ARCHITERRA DESIGN GR	11914 DESIGN DEVELOPMENT	4,707.50		20073		N	D	012.4841.	692.007
152459	08/31/15	ARCHITERRA DESIGN GR	11914 MILEAGE	4,750.05		TOTAL		N	D	012.4841.	692.007
152460	08/31/15	BERGQUIST-DEVOE/CARL	12441 INSTR.PIANO AUG	476.00				M	D	001.4420.	020.000
152461	08/31/15	BONITA UNIFIED SCH D	11210 JULY SUMMER FEED/PI	2,131.25		7003		N	D	001.4420.	110.000
152461	08/31/15	BONITA UNIFIED SCH D	11210 JULY SUMMER FEED/MA	3,943.50		TOTAL		N	D	001.4420.	110.000
152462	08/31/15	CALDERON/LUIS	.00012 REIMB.UNIFORM	341.92				N	D	001.4210.	428.000
152463	08/31/15	CENTER ICE	11519 INSTR.ICE SKATE JULY-A	74.80				N	D	001.4420.	020.000
152464	08/31/15	CHAMPION PAVING INC	12569 CC2014-04 PAVEMNT	10,418.19		4524		N	D	012.210.	003
152464	08/31/15	CHAMPION PAVING INC	12569 CC2014-04 PAVEMNT	372.76		4524		N	D	012.210.	003
152464	08/31/15	CHAMPION PAVING INC	12569 CC2014-04 PAVEMNT	602.75		4524		N	D	072.210.	003
152464	08/31/15	CHAMPION PAVING INC	12569 CC2014-04 PAVEMNT	12,269.28		TOTAL		N	D	072.210.	003

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

DESCRIPTION	AMOUNT
10991 INSTR. BATON JULY-AUG	47.60
11525 INSTR.GYMNASTICS JU	1,092.00
11850 RESCHKE RENT SEPT SP#	267.00
11649 WEIGHT STACK PIN	43.21
11649 SVS FITNESS EQUIPMENT	172.60
11649 VISION E3700 PEDAL SET	182.15
	306.36
10613 INSTR.PILATES AUG	359.04
11133 INSTR.SUNSHINE JUN-	1,263.50
11688 SEPT'15 EMP.ASSISTANT	350.00
12284 CLOSER,HINGE	383.95
11011 DOCUMENT SCANNING	5,755.40
11011 DOCUMENT SCANNING	2,811.68
	8,567.08
10678 RECORD STORAGE	93.86
10410 MEMBERSHIP RENEWAL	165.00
12205 SAFETY LUNCHEON SUPPL	248.84
10978 HP ASPHALT COLD PATCH	699.78
10871 BUILDING PLAN REVEI	3,825.00
11950 AUG WALKER HOUSE	85.43
11950 AUG LADERA & MERCHANT	885.41
11950 AUG CITY COMM MARTI	3,554.69
11950 AUG SR CNT COMM CNT	1,548.71
11950 AUG SWIM & RACQUET	1,133.64
	7,207.88
11961 CLASSIFIED ADVERTIS	2,234.52
11960 JULY M.C. PROSECUTI	1,571.59
10155 FINGERPRINT APPS	96.00
12142 T-BALL PICTURES	451.44
12195 VARIOUS PLANTS	27.30

PO# F 9 S ACCOUNT

CLAIM INVOICE

M D 001.4420.020.000	
N D 001.4420.020.000	
N D 034.341.034	
N D 001.4430.015.000	61114
N D 001.4430.015.000	61191
N D 001.4430.015.000	61213
	*CHECK TOTAL
M D 001.4420.020.000	
M D 001.4420.020.000	
N D 001.4150.435.000	
N D 001.4412.023.000	85826
N D 001.210.001	10
N D 001.210.001	9
	*CHECK TOTAL
N D 001.4190.019.000	RS4180518
N D 001.4190.016.000	
N D 001.4150.424.000	8/12/2015
N D 001.4341.033.000	00427780
N D 001.210.001	B150395
N D 003.4410.023.001	178556
N D 001.4410.023.000	178556
N D 001.4413.023.000	178556
N D 001.4430.023.000	178556
	*CHECK TOTAL
N D 001.4120.010.000	0000237068
N D 001.4170.020.001	10394
N D 001.4150.020.000	113866
M D 001.4420.034.003	73115
N D 008.4414.020.015	SI-63491

WARRANT DATE VENDOR
BANK OF AMERICA

DESCRIPTION AMOUNT PO# CLAIM INVOICE

F 9 S ACCOUNT

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	PO#	CLAIM	INVOICE
152485	08/31/15	EWING IRRIGATION PRO	IRRIGATION PARTS	66.61			132682
152485	08/31/15	EWING IRRIGATION PRO	PVC CAPS, CABLE	22.39			132682
152485	08/31/15	EWING IRRIGATION PRO	PVC COUPLING TXT	80.52			158223
152485	08/31/15	EWING IRRIGATION PRO	PVC SCH 80	10.74			173574
152485	08/31/15	EWING IRRIGATION PRO	CARSON GREEN BOX, BKNR	53.43			173574
152485	08/31/15	EWING IRRIGATION PRO	PVC THREAD PLUG, PVC CA	11.70			163796
			TOTAL	245.42		*CHECK	
152486	08/31/15	EXCEPTIONAL CHOICE L	INSP.PW PROJ.LONE&S	4,464.00			1022
152486	08/31/15	EXCEPTIONAL CHOICE L	INSP.PW PROJ.LONE&S	8,122.00		*CHECK	1023
			TOTAL	12,586.00		*CHECK	
152487	08/31/15	F & H TIRE CO	SERVICE PARTS, LABOR	591.26			IN00723984
152487	08/31/15	F & H TIRE CO	ROAD SERVICE CALL	110.00			IN00723984
152487	08/31/15	F & H TIRE CO	ROAD SERVICE CALL	719.76		*CHECK	IN00724767
			TOTAL	1,421.02		*CHECK	
152488	08/31/15	FALCON SIGNS	COMMERICAL SIGN	100.00			8C7DSB
152489	08/31/15	GALVEZ/VICTORIA	INSTR.ZUMBA AUG	187.00			
152490	08/31/15	GAS COMPANY/THE	105 017 1500 6	347.19			
152490	08/31/15	GAS COMPANY/THE	134 517 3300 3	20.55			
152490	08/31/15	GAS COMPANY/THE	111 417 2800 3	20.55			
152490	08/31/15	GAS COMPANY/THE	132 417 3300 8	133.18			
152490	08/31/15	GAS COMPANY/THE	128 217 3300 8	168.28			
152490	08/31/15	GAS COMPANY/THE	151 317 3300 6	53.02			
			TOTAL	642.77		*CHECK	
152491	08/31/15	GASTON TERMITTE CONTR	801 W. COVINA BLVD# 1,	200.00			6427
152492	08/31/15	GEO-ADVANTEC INC.	CC2015-03GEOTECH.SVS	600.00			368
152492	08/31/15	GEO-ADVANTEC INC.	CC2015-02ALLEY.M.P	1,530.00		*CHECK	378
			TOTAL	2,330.00		*CHECK	
152493	08/31/15	GOLDEN STATE WATER	2099300000007	30.45			001.4342
152493	08/31/15	GOLDEN STATE WATER	3099300000006	29.97			001.4342
152493	08/31/15	GOLDEN STATE WATER	2633440000005	20.30			001.4342
152493	08/31/15	GOLDEN STATE WATER	2737420000007	4			001.4342
152493	08/31/15	GOLDEN STATE WATER	9588530000006	19.91			001.4342
152493	08/31/15	GOLDEN STATE WATER	7588530000006	57.20			001.4342
152493	08/31/15	GOLDEN STATE WATER	7588530000003	1562.40			001.4342
152493	08/31/15	GOLDEN STATE WATER	6190820000001	17.47			001.4342
152493	08/31/15	GOLDEN STATE WATER	5206300000000	189.38			001.4342
152493	08/31/15	GOLDEN STATE WATER	2967530000009	181.48			001.4342
152493	08/31/15	GOLDEN STATE WATER	0444140000005	122.36			001.4342
152493	08/31/15	GOLDEN STATE WATER	0008300000007	1526.66			001.4342
152493	08/31/15	GOLDEN STATE WATER	6882951008655	57.20			001.4342
152493	08/31/15	GOLDEN STATE WATER	401951008655	57.20			001.4342

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
152495	08/31/15	BANK OF AMERICA	121.73	*CHECK	9814365707		N D 001.4410.041.000
			415.61	TOTAL			
152496	08/31/15	GROVER & ASSOCIATES/	1,400.00		15350-IN		N D 001.4345.020.001
152497	08/31/15	GURTORV/JASON	53.00				N D 001.210.001
152498	08/31/15	HARRINGTON AUTOMOTIV	50.00		044014		M D 001.4342.020.001
152499	08/31/15	HI-SHEEN	476.50		374		M D 001.4342.020.003
152500	08/31/15	HILLEARY/IRENE	16.25				N D 001.368.011
152501	08/31/15	HINDERLITER DE LLAMA	3,375.00	*CHECK	0021695-IN		N D 001.4190.020.007
152501	08/31/15	HINDERLITER DE LLAMA	4,904.79		0024226-IN		N D 001.4190.020.007
			8,279.79	TOTAL			
152502	08/31/15	INLAND EMPIRE	547.20		45054		N D 072.4125.434.000
152502	08/31/15	INLAND EMPIRE	149.50		45054		N D 072.4125.434.000
152502	08/31/15	INLAND EMPIRE	1,750.50		45054		N D 072.4125.434.000
152502	08/31/15	INLAND EMPIRE	1,819.32		45054		N D 072.4125.434.000
152502	08/31/15	INLAND EMPIRE	1,834.32		45054		N D 072.4125.434.000
			5,000.75	TOTAL			
152503	08/31/15	INLAND EMPIRE REGION	210.90		90016623		N D 020.4410.605.002
152504	08/31/15	INLAND OFFICE PRODUC	21.51		869272		N D 001.4190.030.000
152504	08/31/15	INLAND OFFICE PRODUC	149.72		869272		N D 001.4190.030.000
152504	08/31/15	INLAND OFFICE PRODUC	149.72		869272		N D 001.4190.030.000
152504	08/31/15	INLAND OFFICE PRODUC	21.79		869272		N D 001.4190.030.000
			262.60	TOTAL			
152505	08/31/15	INLAND VALLEY HUMANE	10,957.00				N D 001.4210.413.000
152506	08/31/15	JOHNNY ALLEN TENNIS	1,423.24				M D 001.4420.020.000
152507	08/31/15	KELLY/KEVIN	25.00				N D 001.210.001
152508	08/31/15	KHATTAR/NAGY	240.59				N D 001.4210.428.000
152509	08/31/15	KIDZ LOVE SOCCER	2,356.20				N D 001.4420.020.000
152510	08/31/15	KUGA/SANDI	55.25				N D 001.210.001
152511	08/31/15	COUNTY SHERIFF	368,814.96		160039NH		N D 001.4210.020.006
152511	08/31/15	COUNTY SHERIFF	19,957.00		160039NH		N D 001.4210.020.006
152511	08/31/15	COUNTY SHERIFF	39,915.00		160039NH		N D 001.4210.020.006
152511	08/31/15	COUNTY SHERIFF	4,267.33		160039NH		N D 001.4210.020.006
152511	08/31/15	COUNTY SHERIFF	7,269.32		160039NH		N D 001.4210.020.006
152511	08/31/15	COUNTY SHERIFF	17,456.07		160039NH		N D 001.4210.020.006

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

F 9 S ACCOUNT

PO# CLAIM INVOICE

DESCRIPTION AMOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#
152512	08/31/15	LA VERNE POWER EQUIP	484,890.53	*CHECK	TOTAL	
152512	08/31/15	LA VERNE POWER EQUIP	112.17	71700	001.4414.015.000	
152512	08/31/15	LA VERNE POWER EQUIP	200.43	71704	001.4414.035.000	
152513	08/31/15	LAND DESIGN CONSULTA	3,245.00	1506018	012.210.001	
152514	08/31/15	LAWRENCE ROLL-UP DOO	280.60	1512675	001.4342.020.003	
152515	08/31/15	LEMASTER CONTRACTING	2,950.00	8169	034.4802.851.040	
152516	08/31/15	LEON/MARY	103.00		001.367.002	
152517	08/31/15	LEPE/MAURO	65.00		034.4802.015.000	
152518	08/31/15	LOS ANGELES SUPERIOR	5,431.20		001.210.001	
152518	08/31/15	LOS ANGELES SUPERIOR	1,038.40		001.332.001	
152518	08/31/15	LOS ANGELES SUPERIOR	13,087.00	*CHECK	TOTAL	
152519	08/31/15	LOWE'S HOME IMPROVEM	6.15	01846	001.4410.033.000	
152519	08/31/15	LOWE'S HOME IMPROVEM	67.29	01846	001.4410.033.000	
152519	08/31/15	LOWE'S HOME IMPROVEM	175.99	02856	001.4410.033.000	
152519	08/31/15	LOWE'S HOME IMPROVEM	20.68	17011	001.4342.033.000	
152519	08/31/15	LOWE'S HOME IMPROVEM	93.17	20345	001.4342.033.000	
152519	08/31/15	LOWE'S HOME IMPROVEM	55.17	20345	001.4410.033.000	
152519	08/31/15	LOWE'S HOME IMPROVEM	439.14	60081	001.4410.033.000	
152520	08/31/15	LUA/JESUS	500.00	*CHECK	TOTAL	
152521	08/31/15	MACADEE ELECTRICAL C	2,139.00	4026	001.341.002	
152522	08/31/15	MACKENZIE/CHRIS	81.50		007.210.003	
152523	08/31/15	MAD SCIENCE	1,279.08		001.4210.428.000	
152524	08/31/15	MARIPOSA LANDSCAPES	2,531.96	69437	001.4414.020.004	
152524	08/31/15	MARIPOSA LANDSCAPES	3,050.69	69437	008.4414.020.004	
152524	08/31/15	MARIPOSA LANDSCAPES	3,010.07	69437	008.4414.020.004	
152524	08/31/15	MARIPOSA LANDSCAPES	881.09	69437	008.4414.020.004	
152524	08/31/15	MARIPOSA LANDSCAPES	975.97	69437	008.4414.020.004	
152524	08/31/15	MARIPOSA LANDSCAPES	3,999.45	69437	008.4414.020.004	
152524	08/31/15	MARIPOSA LANDSCAPES	317.87	69437	020.4410.927.003	
152524	08/31/15	MARIPOSA LANDSCAPES	91.53	69437	072.41125.455.000	

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

PO# F 9 S ACCOUNT

CLAIM INVOICE

AMOUNT

DESCRIPTION

DATE

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
152525	08/31/15 MARSAN TURF & IRRIGA	14540 IRRIGATION PARTS	28,793.55	*CHECK	TOTAL		
152525	08/31/15 MARSAN TURF & IRRIGA	14540 IRRIGATION PARTS	52.93		404257		001.4415.020.009
152525	08/31/15 MARSAN TURF & IRRIGA	14540 IRRIGATION PARTS	82.88		404257		001.4415.020.009
152525	08/31/15 MARSAN TURF & IRRIGA	14540 IRRIGATION PARTS	92.73		404257		001.4415.020.009
152525	08/31/15 MARSAN TURF & IRRIGA	14540 IRRIGATION PARTS	18.48		404257		001.4415.020.009
152525	08/31/15 MARSAN TURF & IRRIGA	14540 IRRIGATION PARTS	234.79	*CHECK	TOTAL		
152526	08/31/15 MATHISEN OIL COMPANY	14565 GASOLINE REGULAR	4,240.43	*CHECK	8125421		001.4342.011.001
152526	08/31/15 MATHISEN OIL COMPANY	14565 DIESEL FUEL	5,117.88	*CHECK	TOTAL		
152527	08/31/15 MC LAY SERVICES INC	14580 PREVENTIVE MAINT JUL	208.00		INV6660		001.4430.015.000
152527	08/31/15 MC LAY SERVICES INC	14580 SERVICE REPAIR AC UN	195.00		INV6664		001.4430.015.000
152527	08/31/15 MC LAY SERVICES INC	14580 MAINTLINE CLEANED&CLEA	728.00	*CHECK	TOTAL		
152528	08/31/15 MENDEZ/JENNIFER	11082 REIMB MILEAGE APR-JUNE	21.00	*CHECK	TOTAL		
152528	08/31/15 MENDEZ/JENNIFER	11082 REIMB MILEAGE JULY-AUG	41.40				001.210.001
152529	08/31/15 NEAL/LASHAWN	.00009 REFUND, CUSTOMER W/DREW	15.00				001.4150.012.000
152530	08/31/15 PACIFIC PARK	10382 TEEN CITY EXCURSION	789.50		1516-016		001.210.001
152531	08/31/15 PARS	11050 PARS ARS JUNE/15	400.00		32161		001.4420.034.002
152532	08/31/15 PARTIES UNLIMITED	15032 PYMT:FLOWER POWER,SAF	621.30				001.210.001
152533	08/31/15 PECHANGA RESORT & CA	11130 DEPOSIT PECHANGA 10/1	300.00		1516-111		001.4420.013.003
152534	08/31/15 PHOENIX GROUP INFORM	12381 ADMINISTRATIVE CITATIO	29.13		0720151188		001.4420.034.002
152534	08/31/15 PHOENIX GROUP INFORM	12381 REGULAR CITATIONS	1,058.11	*CHECK	TOTAL		
152535	08/31/15 POOL & ELECTRICAL PR	11151 NON-STOCKING PRAHER	100.00		07354280		001.4411.023.000
152535	08/31/15 POOL & ELECTRICAL PR	11151 NON-STOCKING PRAHER	108.11	*CHECK	TOTAL		
152536	08/31/15 PRINT CONNECTION	12288 SAVE THE DATE POST CA	183.12		12455		001.4420.018.000
152537	08/31/15 PUBLIC RESTROOM COMP	11081 PUBLIC R.ROOM/STOR	38,742.00		9681		022.210.001
152538	08/31/15 Q PRESS	11124 FRONTIER FALL 2015	8,426.61		2015190		001.4190.010.004
152538	08/31/15 Q PRESS	11124 FRONTIER FALL 2015	8,683.00		2015190		072.4120.016.000
152538	08/31/15 Q PRESS	11124 FRONTIER POSTAGE PA 1,	901.84		2015191		001.4190.010.004
152538	08/31/15 Q PRESS	11124 FRONTIER POSTAGE PA 1,	154.00		2015191		072.4120.016.000
152538	08/31/15 Q PRESS	11124 FRONTIER POSTAGE PA 1,	165.45	*CHECK	TOTAL		

WARRANT DATE VENDOR BANK OF AMERICA
F 9 S ACCOUNT

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	Journal	INVOICE	CLAIM	PO#	ACCOUNT
152539	08/31/15	QUALITY INSTANT PRIN	NOTICE OF CONSTRUCTION	20.37		35972			N D 001.210.001
152540	08/31/15	RADIANT WATER INC	SOFT WATER SEPT 2015	39.00					N D 001.4430.019.000
152541	08/31/15	RAGING WATERS	TEEN TRIP, RAGING W	1,973.06		491261			N D 001.4420.034.002
152542	08/31/15	REIMER/KATYA	INSTR.SUNSHINE GEN.AU	220.50					M D 001.4420.020.000
152543	08/31/15	RESERVE ACCOUNT	POSTAGE BY PHONE SE	1,500.00					N D 001.4190.017.000
152544	08/31/15	RIGHT OF WAY INC	EQUIPMENT RENT 7/30-8/	25.00		18607			N D 001.4341.033.000
152545	08/31/15	RKA CONSULTING GROUP	CITY ENGINEERING SE	3,087.00		23860			N D 001.210.001
152545	08/31/15	RKA CONSULTING GROUP	HORSHUFEL PROOM B	2,222.00		23860			N D 001.210.001
152545	08/31/15	RKA CONSULTING GROUP	COLD LINE SAN DIMAS	2,222.00		23860			N D 001.210.001
152545	08/31/15	RKA CONSULTING GROUP	ENGINEERING SERVICES	2,222.00		23860			N D 001.210.001
152545	08/31/15	RKA CONSULTING GROUP	DEVEL.PLAN CK, ENGIN	7,195.50		23860			N D 001.210.001
*CHECK									
152546	08/31/15	ROYAL CORPORATION	VINYL BAGS	61.26		4539042			N D 001.4412.031.000
152547	08/31/15	SAN DIMAS CHAMBER OF	PROMOTIONAL SVS SEP	3,750.00					N D 001.4190.010.003
152548	08/31/15	SAN DIMAS HARDWARE	CABLE RTN/CREDIT	66.05	CR				N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	MISC PLASTIC KEY CUT	47.10					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	BLADE SCRAPPER	5.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	DAMN SPLICER KIT	59.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	MISC PLASTIC KEY CUT	2.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	SIMPLECT GREEN WELDABLE	248.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	BUCKET PAINT, ROBERT BR	114.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	TWINE NYLON DISPENSER	37.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	CINWAX	37.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	MASTER PADLOCK	73.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	LAC BOLT	23.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	TYROL AIR, RE&F CABLE	115.46					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	MISC HARMA RE&FASTENERS	115.46					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	DOWN DUSH SOAP BUR	10.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	ACE RSH SILET BUR	10.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	RUBBER TMT PRES BRV MAG	115.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	PLASTIC PAINT SANDPAPER	39.00					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	ASSORTED PAINT HATS	13.50					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	SEALER LINE CEMENT ADAP	13.50					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	SEALANT WASH BR	24.84					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	SAFETY GAUGE GAS METER	24.84					N D 001.4341.033.000
152548	08/31/15	SAN DIMAS HARDWARE	KNEE PADS ASSORTED	24.84					N D 001.4341.033.000

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
152563 08/31/15 SWANK MOTION PICTURE	301.00		RG2077583		N D 001.4420.033.000
152564 08/31/15 T-ZIGNS ETC	494.75		20150777		M D 001.4430.029.000
152565 08/31/15 TERMINIX	2,800.00		1415-653		M D 040.210.001
152566 08/31/15 TIME WARNER CABLE	75.29				N D 001.4190.020.034
152567 08/31/15 TIPPI TOES	1,230.12				N D 001.4420.020.000
152568 08/31/15 TOLLEY/CORINNE	204.00				M D 001.4420.020.000
152569 08/31/15 TOLLY INC	1,236.95		17875		N D 003.4410.023.000
152570 08/31/15 TRAINER BOOKKEEPING	50.00		22877		M D 001.4342.020.001
152571 08/31/15 TUCKER & SON INC/ J	105.84		131		N D 001.4410.033.000
152572 08/31/15 TUSTIN/CITY OF	275.00				N D 001.4150.016.000
152573 08/31/15 UNDERGROUND SERVICE	153.00		720150647		N D 001.4310.016.000
152574 08/31/15 UNITED ROTARY BRUSH	542.88		286083		N D 001.4342.011.002
152574 08/31/15 UNITED ROTARY BRUSH	114.05		286207		N D 001.4342.011.002
	656.93		*CHECK TOTAL		
152575 08/31/15 VALLEY TROPHY	303.56		20842		M D 001.4420.034.003
152576 08/31/15 VAN OOSTEN/LUCIEN F.	309.40				M D 001.4420.020.000
152577 08/31/15 VERIZON CALIFORNIA	47.37				N D 001.4412.022.003
152577 08/31/15 VERIZON CALIFORNIA	50.80				N D 001.4410.022.003
152577 08/31/15 VERIZON CALIFORNIA	192.49				N D 001.4430.022.003
152577 08/31/15 VERIZON CALIFORNIA	54.90				N D 008.4415.022.003
152577 08/31/15 VERIZON CALIFORNIA	106.91				N D 001.4411.022.003
	452.47		*CHECK TOTAL		
152578 08/31/15 VILLEGAS/ANGELINA	500.00				N D 001.341.002
152579 08/31/15 VISTA PAINT CORPORAT	46.98		2015-231971-00		N D 001.4411.023.000
152579 08/31/15 VISTA PAINT CORPORAT	162.74		2015-243964-00		N D 001.4411.033.000
	209.72		*CHECK TOTAL		
152580 08/31/15 VOLZ DESIGN/DAVID	17,550.00		421268		N D 012.210.001
152581 08/31/15 WALCZAK/BEVERLY	632.70				M D 001.4420.020.000
152582 08/31/15 WALCZAK/JEROME	632.70				M D 001.4420.020.000
152583 08/31/15 WALTERS WHOLESale EL	190.86		2309462-00		N D 001.4414.033.000

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

PO# F 9 S ACCOUNT

CLAIM INVOICE

AMOUNT

DESCRIPTION

152584 08/31/15 WATERLINE TECHNOLOGI
152584 08/31/15 WATERLINE TECHNOLOGI
152584 08/31/15 WATERLINE TECHNOLOGI
152584 08/31/15 WATERLINE TECHNOLOGI

152585 08/31/15 WEST COAST MOBILE HO
152586 08/31/15 WESTERN CHAPTER ISA
152587 08/31/15 WESTERN ENVIRONMENTA
152588 08/31/15 WINTERS/KAREN
152588 08/31/15 WINTERS/KAREN

152589 08/31/15 XEROX BUSINESS SERVI
152590 08/31/15 ZAILO/ROBERT W

BANK OF AMERICA
BANK OF AMERICA

10242 HYPOCHLORITE SOLUTION 493.55
10242 HYPOCHLORITE SOLUTION 327.73
10242 HYPOCHLORITE SOLUTION 257.47
10242 HYPOCHLORITE SOLUTION 1,349.81

10205 801 W. COVINA BLVD. # 2,690.00
12269 MEMBER DUES J.ROBERTSO 50.00
10319 CLEAN WASH RACK PIT 400.00

.00011 REFUND; CUSTOMER W/DREW 60.00
.00011 REFUND; CUSTOMER W/DREW 45.00
10385 ANNUAL IBM MAINTENA 4,450.20
12267 INSTR.TAI CHI AUG 81.60

TOTAL 896,032.28

N D 001.4430.033.000
N D 001.4430.033.000
N D 001.4430.033.000
N D 001.4430.033.000
*CHECK TOTAL

N D 034.4802.851.040
N D 001.4415.016.000
N D 001.4341.028.000

N D 001.367.011
N D 001.367.002
*CHECK TOTAL

N D 001.4190.015.000
M D 001.4420.020.000
1179783

ACS FINANCIAL SYSTEM
08/19/2015 14:31:01
WARRANT DATE VENDOR
REPORT TOTALS:

CITY OF SAN DIMAS
GL540R-V07:27 PAGE 13
F 9 S ACCOUNT

Disbursement Journal
DESCRIPTION AMOUNT
CLAIM INVOICE
896,032.28

RECORDS PRINTED - 000401

Disbursement Journal

ACS FINANCIAL SYSTEM
 08/19/2015 14:31:02

FUND RECAP:		
FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL FUND	639,075.70
002	WATER GAS TAX	8,122.00
007	MAYOR HOUSE HILL FUND	1,848.86
007	WATER HIDE BACK TAX	44,991.37
008	LANDS CAPRE BACK REPLACEMENT	31,370.41
012	LANDS CAPRE DEVT	92,555.88
022	COMMUNITY PARK DEVELOPMENT	2,911.00
022	OPEN SPACE (LEASING)	38,742.58
024	CIVIC CENTER PARKING DIST	7,452.37
034	HOUSING AUTHORITY 2-1-12	2,800.00
034	COMMUNITY DEV BLOCK GRANT	19,684.22
072	COLE COURSE MAINT & OPERATION	6,100.11
072	PROB A LOCAL TRANSPORTATION	15,159.21
072	LANDSCAPE MAINTENANCE DIST	
110	TRUST AND AGENCY	
	TOTAL ALL FUNDS	896,032.28

BANK RECAP:		
BANK NAME		DISBURSEMENTS
CHEK BANK OF AMERICA		896,032.28
TOTAL ALL BANKS		896,032.28



MINUTES
REGULAR CITY COUNCIL MEETING
TUESDAY, AUGUST 11, 2015, 7:00 P.M.
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVENUE

CITY COUNCIL:

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

STAFF:

City Manager Blaine Michaelis
Assistant City Manager Community Development Larry Stevens
Assistant City Manager Administrative Service Ken Duran
Director of Parks & Recreation Theresa Bruns
Director of Public Works Krishna Patel
Assistant 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. PRESENTATION

➤ **AQMD Update**

Mayor Morris introduced Michael Cacciotti with AQMD who made the presentation.

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

None

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 or citizen requests removal for separate discussion.)

MOTION: A motion was made by Councilmember Ebner seconded by Councilmember Bertone to approve the consent calendar as presented. **(5-0)**

Yes: Badar, Bertone, Ebner, Templeman, Morris

No: None

Absent: None

Abstain: None

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

RESOLUTION 2015-41, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, APPROVING CERTAIN DEMANDS FOR THE MONTHS OF JULY AND AUGUST, 2015.

- b. Approval of minutes for the Special City Council meeting and Regular City Council meetings of July 28, 2015.
- c. Approval of the Coordinated Integrated Monitoring Program (CIMP) Plan Implementation and Cooperative Agreement
- d. Approval to Expend AB 2766 Funds and Apply for Clean Transportation Grant Funding

END OF CONSENT CALENDAR

5. OTHER BUSINESS

- a. Expedited Permitting Process for Small Rooftop Residential Solar Energy Systems

ORDINANCE 1234, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES ADDING CHAPTER 15.06 TO TITLE 15 OF THE SAN DIMAS MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS (FIRST READING AND INTRODUCTION)

Larry Stevens presented staff's report on this item.

MOTION: A motion was made by Councilmember Bertone seconded by Councilmember Templeman to waive further reading and introduce Ordinance 1234.

Yes: Badar, Bertone, Ebner, Templeman, Morris

No: None

Absent: None

Abstain: None

6. ORAL COMMUNICATIONS

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

None

- b. City Manager

Mayor's Call in Show guest Bonita Unified School District Kurt Madden

- c. City Attorney

Nothing to report.

- d. Members of the City Council

- 1) Commission Appointments

- a. David Bratt reappointment Planning Commission
- b. Margie Green, Tomas Molina and Ted Ross Planning Commission
- c. Janet (Jay) Pace Senior Commission
- d. Gil Gonzalez and Ryan Vienna Public Safety Commission

MOTION: A motion was made by Councilmember Templeman seconded by Councilmember Ebner to make reappointment and appointments to Planning Commission, Senior Commission and Public Safety Commission. **(5-0)**

Yes: Badar, Bertone, Ebner, Templeman, Morris
No: None
Absent: None
Abstain: None

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

Nothing to report

- 3) Individual Members' comments and updates

Councilmember Templeman expressed his concerns with the paint markings along Arrow Highway made by the utility companies. He also requested that the condition of the lawn at a house on third street be looked into.

Councilmember Ebner announced the Movie in the Park Event this week.

Councilmember Badar reported on the success of the Birthday BBQ and thanked staff for helping out,

7. ADJOURNMENT

The meeting adjourned at 7:31 p.m. The next regular City Council meeting will be at 7:00 p.m. August 25, 2015.



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of August 25, 2015

FROM: Blaine Michaelis, City Manager 

SUBJECT: Award Bid Cash Contract 2015-04 for Improvements for office and restrooms Sycamore Canyon Equestrian Center to Sea West Enterprises in the amount of \$56,805

SUMMARY

The project to install new restrooms and an office at the Sycamore Canyon Equestrian Center consists of two parts. One element is to have a contractor install the necessary utilities for the two buildings – sewer pipe, plumbing, electrical etc. and to construct the pad for the buildings. The other element is to install the buildings on the pads and connect all of the utilities. This bid is for the installation of the necessary utilities and the building pads for the restrooms and office.

We received two bids – one from Sea West Enterprises Inc. in the amount of \$56,805, and the other from Vido Samarzich Inc. for \$61,000. The bids were originally set to be due and opened late July – however, bidder response was a little thin so we decided to extend the bid date to August 11th. We issued Addendum #1 to extend the bid opening date and required that it be signed and returned with the bid.

Sea West did not provide a signed Addendum at the time of the bid opening – they did provide it later in the day. Vido Samarzich Inc. the next lowest bidder challenged the Sea West bid concluding that it was not a complete and responsive bid because Addendum #1 was not signed and provided at the bid opening.

The City Attorney has reviewed this matter and has recommended that the city waive the discrepancy and award the contract to the lowest bidder. The challenge by Vido Samarzich Inc., and the City Attorney's analysis and recommendation are attached for your review.

The previous estimate for this work prepared last fall was just under \$40,000. While we were hopeful for a bid process that was closer to that budgeted number, we note that even with an extension of the bid time, we received just two bids for the work to be done. We need to move forward with this project – the building is fabricated and ready to

be installed, and the project needs to be completed. Therefore staff is recommending that we proceed. The tenant at Sycamore Canyon Equestrian Center is supportive of awarding the bid and the recommendation to proceed.

RECOMMENDATION

That the City Council waive the discrepancy regarding Addendum #1 and award the bid to Sea West Enterprises Inc. in the amount of \$56,805.

Attachment:

Communication from Vido Samarzich Inc. and City Attorney Mark Steres regarding Addendum #1

Blaine Michaelis

From: Mark Steres <msteres@awattorneys.com>
Sent: Thursday, August 13, 2015 2:51 PM
To: Debra Black
Cc: Blaine Michaelis; Krishna Patel; dmilano@rkagroup.com
Subject: RE: Cash Contract #2015-04 City of San Dimas Improvements for Future Office and Restrooms

Debra, I have received and reviewed the bid protest set forth below, and have the following comments in response to the matters raised by the bid protest:

As a general overview, a public works project must be awarded to the lowest responsible bidder. The process for selecting the lowest responsible bidder includes a determination of: (1) which bidder is the lowest monetary bidder; (2) whether or not the lowest monetary bidder submitted a responsive bid; and (3) whether or not the lowest monetary bidder is responsible. A bid, to be responsive, must conform to the material terms of the bid package. A bid, however, may be responsive even if there is a discrepancy in the bid, as long as the discrepancy is inconsequential, that is, the discrepancy must not (1) affect the amount of the bid; (2) give a bidder an advantage over others; (3) be a potential vehicle for favoritism; (4) influence potential bidders to refrain from bidding; or (5) affect the ability to make bid comparisons. A city generally has the discretion to determine responsiveness and may demand strict compliance with the bid specifications, but also may waive a discrepancy if it is not material as set forth herein.

In this particular bid opening, the protest raises the objection that the lowest monetary bidder failed to submit an executed Addendum #1 with the bid documents as required in the bid package. This is a discrepancy in responding to the bid. Addendum #1 changed the bid opening date to 10:00 am on August 11, 2015. This was the sole change and no other modification to the bid specifications were made. The lowest monetary bidder followed Addendum #1 by submitting its bid timely per Addendum #1 but did not acknowledge and sign Addendum #1 and include in its submittal as instructed.

Under the Public Contracts Code, and as described in my general overview above, the City may demand strict compliance and reject the lowest monetary bidder as being non-responsive for failure to adhere to the instructions and submitting a bid without the executed Addendum #1, or may waive the discrepancy as not material and inconsequential to the bid. The lowest monetary bidder complied with the instructions in Addendum #1 by timely submitting the bid. The failure to submit the executed Addendum #1 with the bid did not affect the amount of the bid nor give a bidder an advantage over others, and will not provide a vehicle for favoritism, nor influence potential bidders to refrain from bidding, nor affect the ability to make bid comparisons.

Given all this, and that the overall goal is to award a public works project to the lowest responsible bidder, I recommend that staff recommends to the City Council to waive the discrepancy and award the contract to the lowest bidder.

Please call me if you have any questions.

Mark W. Steres | San Dimas City Attorney
Aleshire & Wynder LLP
2361 Rosecrans Avenue, Suite 475
El Segundo, CA 90245
Direct: 310.527.6672
msteres@awattorneys.com

From: Debra Black [mailto:dblack@ci.san-dimas.ca.us]
Sent: Thursday, August 13, 2015 12:45 PM
To: Mark Steres
Subject: FW: Cash Contract #2015-04 City of San Dimas Improvements for Future Office and Restrooms

Mark, received this objection to the bid opening on August 11, 2015.

Debra

From: vidosam@yahoo.com [mailto:vidosam@yahoo.com]
Sent: Thursday, August 13, 2015 12:22 PM
To: Debra Black
Subject: Fwd: Cash Contract #2015-04 City of San Dimas Improvements for Future Office and Restrooms

Sent from my iPhone

Begin forwarded message:

From: vidosam@yahoo.com
Date: August 13, 2015 at 12:07:05 PM PDT
To: "dmilano@rkagroup.com" <dmilano@rkagroup.com>
Cc: "dblack@ci.sandimas.ca.us" <dblack@ci.sandimas.ca.us>
Subject: Cash Contract #2015-04 City of San Dimas Improvements for Future Office and Restrooms

Dear Mr. Milano:

Please consider this email as our bid inquiry and bid protest if there is a recommendation to award the above subject project to Seawest Ent, Inc.

On Tuesday August 11,2015 the City of San Dimas received and opened 2 bids for the above subject project. The results were as follows.

Seawest	\$56,805.00
Vido Samarzich Inc.	61,000.00

There was an addendum #1 that was to be signed, acknowledged, and submitted with the bid documents.

All addenda, issued by the City, must be included in the bid and it is made part of the contract documents.

Seawest did not include or acknowledge Addendum#1, hence they did not submit a complete and responsive bid.

Due to the above, we are respectfully requesting the City of San Dimas to review or findings and

to notify us in writing on what the recommendation will be to the City Counsel.

Thank you in advance for reviewing this issue and we look forward to receiving your response.

Sincerely:

Vido Samarzich
President

Vido Samarzich, Inc.

4972 Crestview Place
Alta Loma, Ca 91701

(909) 987-6377
(909) 987-8988 fax
Vidosam@yahoo.com.

Sent from my iPhone

ORDINANCE 1234

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES DOES ORDAIN AS FOLLOWS:

ADDING CHAPTER 15.06 TO TITLE 15 OF THE SAN DIMAS MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS.

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN DIMAS DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 15.06 Added. Chapter 15.06 is added to the San Dimas Municipal Code to read in full as follows:

Chapter 15.06 – Expedited permitting process for small rooftop residential solar energy systems

Sec. 15.06.010. – Intent and purpose.

The intent and purpose of this chapter is to adopt an expedited, streamlined solar permitting process to achieve timely and cost-effective installations of small residential rooftop solar energy systems in compliance with California Government Code Section 65850.5. This chapter is designed to encourage the use of solar systems by removing barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install solar energy systems. This chapter allows the City to achieve these goals while protecting the public health and safety.

Sec. 15.06.02. – Definitions.

The definitions in this section shall govern the construction of this chapter, and any permits issued under this chapter, unless otherwise apparent from the context.

A. *Building Department*. The Building and Safety Division of the City of San Dimas.

B. *Director*. The Community Development Director for the City of San Dimas, or his or her designee.

C. *Electronic submittal*. The utilization of one or more of the following:

1. Email;
2. The Internet; or
3. Facsimile

D. *Expedited permitting and expedited review*. The process outlined in Section 15.06.060 Permit review and inspection requirements.

E. *Feasible method to satisfactorily mitigate or avoid the specific, adverse impact*. This includes, but is not limited to, any cost-effective method, condition or mitigation imposed by the City on another similarly situated application in a prior successful application for a similar permit.

F. *Small residential rooftop solar energy system* means compliance with all of the following:

1. A solar energy system that is not larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and all State of California health and safety standards.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by this Code.

G. *Solar energy system* means either of the following:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.

2. Any structural design feature of a building whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating, space cooling or water heating.

H. *Specific, adverse impact.* A significant, quantifiable, direct and unavoidable impact, based on objective, identified and written public health or safety standards, policies or conditions as they existed on the date the application was deemed complete.

Sec. 15.06.030. – Applicability.

This chapter applies to the permitting of all small residential rooftop solar energy systems in the City. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance with no structural alterations shall not require a permit.

Sec. 15.06.040. – Solar energy system requirements.

- A. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the City and the State of California.
- B. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.
- C. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

Sec. 15.06.050. – Applications and documents.

- A. All documents required for the submission of a small residential rooftop solar energy system application shall be made available on the City website.
- B. Electronic submittal of the required application and documents via email, the City's website, or facsimile shall be made available to all small residential rooftop solar energy system permit applicants.

- C. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.
- D. The Building Department shall develop and implement a standard plan and checklist of all requirements for which small residential rooftop solar energy systems shall be eligible for expedited review. The standard plan and checklist shall substantially conform to the checklist and standard plans contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor's Office of Planning and Research.
- E. All fees prescribed for the permitting of small residential rooftop solar energy systems must comply with California Government Code Sections 65850.55 and 66015 and California Health & Safety Code Section 17951.

Sec. 15.06.060. – Permit review and inspection requirements.

- A. Prior to submitting an application, the applicant shall:
 - 1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
 - 2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.
- B. The Building Department shall implement the following administrative, nondiscretionary review process to expedite the approval of small residential rooftop solar energy system applications.
 - 1. Building Department review of an application for a small residential rooftop solar energy system shall be limited to the building official's review of whether the applicant meets local, state and federal health and safety requirements.
 - 2. For an application for a small residential rooftop solar energy system that meets the requirements of the City's checklist and standard plan, the Building Department shall issue a non-discretionary permit within three (3) business days of the filing of the application and payment of the permit fee.
 - 3. If an application for a small residential rooftop solar energy system is deemed incomplete, a written correction notice detailing all deficiencies in the application

and any additional information or documentation required to be eligible for expedited permitting shall be sent to the applicant for resubmission.

- C. The Director may require an applicant to apply for a Director's Review pursuant to San Dimas Municipal Code Chapter 18.12 if the Director finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. The Director or their designee shall issue such a decision in writing within three (3) business days of an application meeting the requirements of the City's checklist and standard plan.
- D. The Director may not deny an application for the Director's Review unless the Director makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.
- E. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest reasonably feasible cost.
- F. Approval of an application shall not be conditioned upon the approval of an association, as defined in Section 4080 of the California Civil Code.
- G. Only one inspection shall be required and performed by the Building Department for small residential rooftop solar energy systems eligible for expedited review.
 - 1. The inspection shall be done in a timely manner and should include consolidated inspections. An inspection will be scheduled within two (2) business days of a request.
 - 2. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this subdivision.

SECTION 2:

The adoption of this Ordinance is not a project within the meaning of the California Environmental Quality Act in that it will not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, in that it alters only the manner in which a small residential rooftop solar energy system is approved and/or is exempt pursuant to Title 14, California Code of Regulations, section 15303, as new construction of an accessory structure to an existing residence.

SECTION 3:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION 4:

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause a certified copy of this Ordinance to be posted within fifteen (15) days after this Ordinance is passed and adopted, in the Office of the City Clerk and two additional public places, together with the vote for and against the same.

SECTION 5:

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 AND ADOPTED by the City Council of the City of San Dimas this 25th day of 2015, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Approved as to form:

Debra Black, Assistant City Clerk

Mark Steres, City Attorney

I, DEBRA BLACK, ASSISTANT CITY CLERK of the City of San Dimas, do hereby certify that Ordinance 1234 was introduced at a regular meeting of the City Council of the City of San Dimas on the 11th day of August, 2015, and thereafter passed and adopted at a regular meeting of said City Council held on the 25th day of August, 2015.

Debra Black, Assistant City Clerk



Agenda Item Staff Report

Date: August 19, 2015

To: Honorable Mayor and Members of City Council
For the meeting of August 25, 2015

From: Blaine Michaelis, City Manager

Initiated by: Krishna Patel, Public Works Director 

Subject: **Bonita Avenue Boardwalk Streetscape Replacement and Renovation Project – Approval to retain Architerra Design Group for landscape architectural services for preparation of Construction Documents in the amount not to exceed \$107,600**

Summary

At the November 2014 fall retreat, Council agreed to replace the wooden boardwalks on Bonita Avenue with full width concrete sidewalk with trees, additional potted landscaping, and other amenities. Over the course of the last 7 months, Council has reviewed and guided Staff over the desires and details for the Conceptual Design Phase and Design Development Phase. At the July 14th Study Session, Council finalized several decision points that allows Staff and the landscape architect to move towards the Construction Design/Document Phase. At the meeting, Council recommended to proceed with the Bonita Project which focuses on the highest priority needs and elements for this improvement project rather than expanding the project and costs to include improvements to Exchange Place and Public Alley. The Bonita Project would entail the improvement of the sidewalk surface and better facilitate outdoor eating and display; improve the tree and landscaping condition with efficient irrigation, trees & potted landscaping planted properly. Keeping these parameters in mind, Staff seeks Council's approval to retain Architerra Design Group's (ADG) services for the next phase of the project.

BACKGROUND

At the July 14th Study Session, City Council provided direction on a series of decision points that allowed Staff and the landscape architect to proceed to the Design Development phase – which is to create an overall single Master Plan (a large colored visual representation of the primary design features of the proposed streetscape between San Dimas Ave and Cataract Ave). The project was broken down into segments along with cost estimates for Council's consideration as the discussions of the boardwalk replacement project had expanded immensely since the initial discussions in November 2014. The 5 different segments (cost summary) reviewed at the July 14th Council meeting were:

1. Basic Project (Bonita Avenue Streetscape)
2. Exchange Place (North of Bonita between Shoemaker building and the Bank of America)
3. Public Alley (adjacent to Feed & Grain store)
4. Rhoads Park
5. Façade/Canopy & Outside Dining

DISCUSSION

At the April 14th Study Session, Architerra Design Group (“ADG” landscape architect) presented Council with two streetscape alternatives which included some important features suggested by Council from previous study sessions, such as: clock, water feature, landscaping (planters, signage, directory, way finding, trees types, public art and theme/material board for elements such as sidewalk awnings), downtown entry monuments, street signage, plant materials, outside display examples, etc.

It is after this session and review of the landscape architect’s presentation the realization that the original project has substantially evolved with the addition of many anticipated amenities and additional improvements that were not considered or included when the initial reserve fund allocation of \$1,000,000 was set. The following chart consists of the design phase analysis and cost estimates prepared by the architect in developing the primary conceptual plan for Bonita Avenue as well as the additional improvements and enhancements that Council asked to be explored at Exchange Place, Public Alley (adjacent to Feed & Grain) and Rhodes Park which were reviewed with Council at the July 14th Study Session.

	BASIC PROJECT BONITA AVE. STREET SCAPE	EXCHANGE PLACE	PUBLIC ALLEY	RHODES PARK	FAÇADE/ CANOPY MODIFICATIONS
Project subtotal	\$1,054,317.85	\$66,282.75	\$79,645.30	\$106,540.00	
20% Contingency	\$210,863.57	\$13,256.55	\$15,929.066	\$21,308.00	
15% Construction Administration	\$189,777.21	\$11,930.90	\$14,336.15	\$19,177.20	
Street Lighting	\$100,000*				
Construction Drawings	TBD	TBD	TBD	TBD	
Project Total:	\$1,554,958.63	\$91,470.20	\$109,910.51	\$147,364.54x	\$250,000
Grand Total:	\$2,153,703.88				

Note: Primary Bonita Project includes \$100,000 from Fund 07 Lighting Account

Construction Phasing and Construction Documents

After much analysis of the escalating costs of all the segments of the construction costs as well as the façade/canopy modification costs, the consensus of the Council was to proceed with the Construction Design Phase, which was to design the entire project, with the exception of Rhodes Park which was deferred. The design plans included the construction plans for:

- A. The Bonita Avenue Boardwalk Streetscape Replacement and Renovation Project limits are as follows:
- The north & south sides of Bonita Avenue, extending from San Dimas Ave west approximately 1,360 feet to Cataract Avenue (or where existing boardwalk ends).
 - The west side of South San Dimas Avenue, extending south from Bonita to railroad crossing (approximately 350’); landscaping on this side shall be consistent, or similar, to the east side of San Dimas Avenue.
 - The west side of North San Dimas Avenue, extending north from Bonita approximately 200’ to Walker House.

- Monte Vista Avenue, east and west sides, extending north approximately 170' from Bonita Avenue to east/west alley.
- The east side of Monte Vista Avenue, extending south from Bonita Avenue to the railroad crossing, approximately 175'.

B. Exchange Place

C. Public Alley (adjacent to Feed and Grain)

In light of increasing costs, the general (Staff and Council) consensus was to breakdown the Construction Bid into the following three categories:

- The prime or base construction project bid would be for "Bonita Avenue Boardwalk Streetscape Replacement and Renovation Project"
- Exchange Place and Public Alley would be bid as two alternatives added to the prime project bid

By breaking down the bid in this manner and depending on bids received for all three allows us the flexibility to proceed with the addition of or not to complete the Exchange Place and Public Alley improvements concurrently with the Bonita project.

With the above Council directions and approvals, ADG was requested to provide a Construction Design Proposal for all elements of the project(s) which also included the electrical and civil engineering design services.

ADG's Proposal

On August 12th ADG provided the following proposal for \$107,600 (attached). In short, the cost for the various elements within the scope of work is as follows:

A.	Civil Engineering Services	\$43,450.00
B.	Electrical Engineering and Design Services	\$11,000.00
C.	Construction Document Phase	\$40,075.00
D.	Bidding Phase Assistance	\$ 2,575.00
E.	Construction Observation Phase	\$ 8,000.00
F.	Estimated Reimbursable Expenses	<u>\$ 2,500 00</u>
Total		\$107,600.00

Also attached for Council's information is the Construction Plan Preparation Schedule which anticipates the project design to be completed by end of November 2016.

Additionally, the proposal also contains the engineering design for removal and reconstruction of the southerly Bonita Avenue curb line between San Dimas Avenue to Monte Vista Avenue. The curb reconstruction decision made by Staff was made after reviewing preliminary grading plans, which showed, the cross falls from building line to the existing curb for new walk would be very very flat (on average less than 0.7%). This flat grade makes it difficult to meet construction tolerances and may likely result in a series of "bird bath" or pond of water in the event of poor workmanship not visible to the naked eye or even if the sidewalk settles. Therefore, for ease of construction, workmanship and to overcome any future maintenance issues raising the sidewalk cross fall grades to allow for positive drainage is the best option. This can be accommodated by reducing the existing curb height from 8" to 6" and since we are also reconstructing the street, then this side of the street can also be lowered (parking stall area) by 1 to 2" inches to maintain the desired grade.

RECOMMENDATION:

Staff recommends that City Council approve the retention of Architerra Design Group (ADG) for landscape architectural services for preparation of Construction Documents in the amount not to exceed \$107,600 for the entire Bonita Avenue Boardwalk Streetscape Replacement and Renovation Project as outlined in the attached proposal.

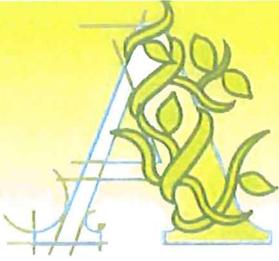
Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Krishna Patel', written over a vertical line.

Krishna Patel
Director of Public Works

Attachments

08-15-16 kp



ARCHITERRA design group

landscape architecture and planning

July 13th, 2015

Revised August 12, 2015

Mr. Krishna Patel
Director of Public Works
City of San Dimas
245 E. Bonita Avenue
San Dimas, CA 91773

RE: LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL, SAN DIMAS – BONITA AVENUE STREETScape RENOVATION, SAN DIMAS, CA.

Dear Mr. Patel:

We are pleased to submit this proposal for Landscape Architectural Services in connection with the project referenced above. This agreement is by and between Architerra Design Group, Inc. (ADG) and The City of San Dimas (Client).

PROJECT OVERVIEW

ADG shall provide professional services on the project referenced above. The extent of our services may be generally described as the preparation of landscape architectural construction documents for the San Dimas – Bonita Avenue Streetscape Renovation to include the following:

1. The north and south sides of Bonita Avenue, extending from San Dimas Avenue west approximately 1,360 feet to Cataract Avenue.
2. The west side of South San Dimas Avenue, extending south from Bonita to railroad crossing (approximately 350'): landscaping on this side shall be consistent, or similar, to the east side of San Dimas Avenue.
3. The west side of North San Dimas Avenue, extending north from Bonita approximately 200' to Walker House.
4. Both sides of Exchange Place, extending north from Bonita Avenue approximately 150'.
5. Public Alley, extending south from Bonita Avenue approximately 100'.
6. Monte Vista Avenue, east and west sides, extending north approximately 170' from Bonita Avenue to the east/west alley.

architerradesigngroup.com

10221 A Trademark St. Rancho Cucamonga, CA 91730 p - 909.484.2800 f - 909.484.2802

© Archterra Design Group, Inc. August 2015

7. The east side of Monte Vista Avenue, extending south from Bonita Avenue to the railroad crossing, approximately 175'.

Construction Documents for the above improvements will be based upon the San Dimas Conceptual Downtown Master Plan, recently completed by ADG.

Assisting ADG in completing the construction documents will be Yowanta Engineering for electrical engineering, and DJP Engineering for the civil engineering services.

Our electrical engineer sub-consultant, Yowanto Engineering, will provide the following: temporary power to existing walkway light fixtures during the installation of new conduit, install new head on existing pole in downtown area, new lighting for gathering area, new power to new trees per ADG's design, new underground conduit during construction to maintain existing lighting in operation, new power service, and new panel board.

Our civil engineer sub-consultant, DJP Engineering, will provide the final grading and drainage design for the new hardscape planters along Bonita Avenue, and the additional parkway and alley areas as described in Phase below. Additionally, as requested by the City, DJP will prepare a curb and gutter replacement plan for the south side of Bonita from San Dimas Avenue to Monte Vista Avenue.

ADG will complete our services in one phase: Construction Documents as described below.

SCOPE OF SERVICES

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

A. Civil Engineering Services to Include:

1. Fine Grading Plan Preparation:

- DJP will prepare one (1) Fine Grading Plan at a scale of 1"=20' for the parkway improvements to replace the existing boardwalk along the north and south sides Bonita Avenue. Included in this Task is the preparation of Fine Grading Plans for parkway improvements along the west side of San Dimas Avenue from Bonita Avenue south to the railroad right-of-way, and the parkway in Exchange Place north of Bonita to the alley. The alley area south of Bonita Avenue west of San Dimas Grain is also included. The design will be based on the final parkway layout provided by ADG and approved by the City of San Dimas. The topographic backgrounds developed during conceptual design will serve as base maps for the Fine Grading Plans. The parkway improvement design will include delineation of an ADA compliant pathway adjacent to the existing right-of-way and at street intersections. Existing drive approaches will be replaced/re-designed with ADA compliant styles approved by the City. The plans will include design and details for drainage control; reconnection of roof drains and continued use of private parkway drains out letting

through the curb face. Best Management Practice water quality devices will be specified as determined by Client.

- DJP anticipates preparing between four (4) and six (6) "D" size sheets at a scale of 1"=20' for completion of this Task. 10th scale enlargements will be shown where needed for clarity.
2. Specification Preparation and Engineer's Cost Estimate.
 - DJP will assist ADG in the preparation Technical Specifications/Special Provisions for the plans prepared in Task 1 in accordance with the City provided format. Consultant will also prepare an Engineer's Cost Estimate based on city approved unit prices for the anticipated work.
 3. Curb and Gutter Replacement Plan.
 - DJP will prepare one (1) Plan and Profile sheet for the replacement of existing curb and gutter along the south side of Bonita Avenue from the ECR at Monte Vista Avenue to the BCR at San Dimas Avenue. DJP will redesign the top of curb and flow line at a gradient approximately 2-inches below existing elevations. The pop-out traffic calming choker south of Exchange Place also be removed and replaced with 6-inch higher curb and gutter, and it will be extended west to close off the alley. Since this Task may develop into a standalone plan a separate Title Sheet has been included.
 4. Plan Coordination and Meetings.
 - DJP will coordinate plan completion with the ADG and the City, as necessary to obtain design objectives, and have allotted a budgetary item of 20 hours for plan coordination and meetings.

B. Electrical Engineering and Design Services to Include:

1. Investigation of existing site conditions and/or as-built drawings.
2. Contract document preparation for:
 - Temporary power to existing walkway light fixtures during installation of new conduits.
 - Lighting design and title 24.
 - New service and new panel board on pedestal.
 - CCTV and low voltage backbone.
 - Conduit stub outs for future lighting in Exchange Place, and alley next to San Dimas Grain.
 - Power distribution to power receptacle mounted on existing street lighting poles located on west Monte Vista Avenue.

- Demolition of 6KV street lightings north of Bonita Avenue in Monte Vista Avenue and San Dimas Avenue up to the alley that are part of the demolition. Install new street lighting to match existing light fixture in Bonita Avenue.
 - Engineering Calculations.
3. Construction Support to include:
- Coordination with lighting manufacturer to obtain light fixture cut sheets.
 - As built drawings after project is completed.

C. ADG Construction Document Phase to Include:

1. Base Sheet Preparation @ 20-scale, on 24" x 36" sheet format. (Three sheets total)
2. Base Sheet Preparation @ 10-scale, on 24" x 36" sheet format, (Two sheets total)
3. Title Sheet Preparation.
4. Based on City input and direction, prepare a construction phasing/sequence plan to minimize (as much as possible) disruption to local businesses.
5. Preparation of a Landscape Removal/Demolition Plan at 20-scale. (Three sheets total)
6. Construction Plan Preparation at 20-scale for pedestrian paving, accented corner treatments, tree grates, brick banding, site amenities, etc. (Three sheets total)
7. Construction Plan Enlargements at 10-scale for the Public Plaza/Alley and 10-scale design detail for concrete paving with typical concrete ribbons, score joints, and tree grate layout. (Two sheets total)
8. Electrical Plan coordination with Consultant Electrical Engineer for street lighting, tree lighting, and added power connections at the tree wells, the Public Alley. Final electrical plans by the Consultant Electrical Engineer.
9. Fine Grading Plan coordination with Consultant Civil Engineer for grading and drainage of landscape areas and concrete walkways. Final grading plans by the Consultant Civil Engineer.
10. Construction Details for pedestrian paving, accent corner treatments, street clock, drinking fountain, removable bollards, outdoor eating fencing, pavers, etc.
11. Irrigation Plan Preparation at 20-scale indicating water meter locations, valve and sprinkler/drip layout, power & irrigation controller locations, and sleeve locations. (Three sheets total)
12. Irrigation Detail Preparation.
13. Prepare Water Efficiency Landscape Worksheet. *

14. Prepare 2 Irrigation Controller Charts. *
15. Planting Plan Preparation. (Three sheets total)
16. Planting Detail Preparation.
17. Prepare Planting/Irrigation Hydro-zone Plan. *
18. Prepare Book Construction Specifications, based on completed plan, using City provided "boiler plate" specifications.
19. Prepare Book Irrigation & Planting Specifications, based on completed plan, using City provided "boiler plate" specifications.
20. Provide Soils Test and Soils Management Report. *
21. Prepare Annual Irrigation and Planting Maintenance Schedule. *
22. Preparation of Final Statement of Probable Construction Costs for Streetscape improvements based upon completed Construction Documents.
23. Meet with the City of San Dimas. (4)
24. Agency Plan Check Corrections.
25. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
26. Telephone Consultation.
27. Utility Research (Irrigation Point of Connection, Pressure).

D. Bidding Phase:

1. Assist City Staff with creating Bid Form Preparation.
2. Attend one pre-bid meeting with City staff.
3. Assist City staff in responding to technical questions, and prepare any required addenda.

E. Construction Observation Phase:

1. Attend initial pre-construction meeting with City staff and selected contractor.
2. Submittal Review.
3. Shop Drawing Review.
4. Respond to Request for Information (RFI) responses from contractors.
5. Fifteen site visits and field reports are included in the construction observation fee and additional visits will be as requested on a per-site visit cost, and will include a field report of discussed items.

* Items required for AB 1881 California Water Efficient Landscape Ordinance.

During Project site visits ADG will generally review the progress of construction and to see of the work completed is generally consistent with the intent of ADG's Construction

Documents. Although ADG may observe and identify potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies. If the Scope of the Project as outlined above is changed materially, the Basic Fee shall be changed in the same proportion.

FEES AND TERMS

Services described above shall be provided for in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made a part of this Agreement by reference. We estimate the following fee breakdown by Phase:

A.	Fine Grading (DJP):	\$43,450.00
B.	Electrical Engineering (Yowanto):	\$11,000.00
C.	Construction Documents (ADG):	\$40,075.00
D.	Bidding & Negotiation:	\$2,575.00
E.	Construction Observation:	\$8,000.00
Professional Fee Total:		\$105,100.00

Estimated Reimbursable Expenses*	\$2,500.00
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*We estimate that the cost of Reimbursable Expenses, as identified in Appendix A, will be approximately the amount noted above. Reimbursable Expenses incurred are based on the demands/needs of the Client.

GENERAL WORK PROGRAM AND TIME TABLE

Architerra Design Group proposes the following timetable for completion of this Project after receipt of all necessary information from Client or Client's Consultants as listed under "Owners/Architects Responsibility".

TASK	PHASE	WEEKS
I	Construction Document Phase	6-7

ADG shall render its services as expeditiously as is consistent with professional skill and care. ADG shall not be responsible for delays that may occur due to causes beyond ADG's reasonable control.

DESIGN APPROVAL

Mr. Krishna Patel is designated as the person(s) responsible for design direction to ADG for this Project and has the authority for design approval. In the event that the design, as approved by Mr. Patel is rejected by others, and redesign is required, such redesign shall be compensated as Additional Services.

MEETINGS AND SITE VISITS

This Agreement includes Professional Service time for up to four meetings for coordination with Client, agencies, or consultants, and 15 site observation visits. Additional meetings shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses.

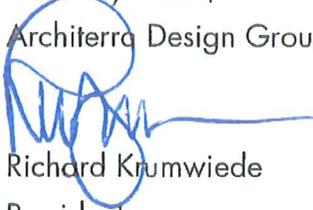
OWNERS/ARCHITECT'S RESPONSIBILITY

Client shall provide the following information, documents, or services as required for performance of the work. ADG is entitled to rely upon the accuracy and completeness of such information, documents, and services, and shall not be liable for errors or omissions therein. Should ADG be required to provide services in obtaining or coordinating compilation of any such information, drawings, or services shall be charged as Additional Services.

1. Topography and boundary surveys of the existing median island project area.
2. Street Improvement Plans, sewer, water, and utility plans.
3. Rough and precise grading plan for project site.
4. Structural Soils testing and/or engineering.
5. Existing site engineering and utility base information.
6. Engineering other than that provided within the Scope of Services.

We would be pleased to answer any questions you may have to clarify the various points above. If the proposal meets with your approval, please sign below where indicated and return one copy for our files. I look forward to working with you on this project.

Sincerely Yours,
Architerra Design Group,



Richard Krumwiede
President

CA RLA #2834

Accepted: City of San Dimas

By: _____

Title: _____

Date: _____

APPENDIX A

Attached to and part of Agreement for Professional Services between Architerra Design Group, Inc. (ADG), and the City of San Dimas dated July 13, 2015, revised August 12, 2015.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement For Landscape Architectural Services.

PROJECT RESTART FEE

Because of substantial cost incurred by ADG to stop and restart a project once underway, should this project's progress be halted at any time for 30 or more days by the Client, for any reason, a project restart fee of \$500.00, will be due and payable immediately.

REIMBURSABLE EXPENSES

The following costs shall be reimbursed at cost plus 15% and are not included in the Basic Fee for Services:

- Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, plotting, Xerox copying, photo reproductions.
- All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.
- Cost of postage and shipping expenses other than first class mail.
- Photographic services, film and processing.
- Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by Client.
- Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project. (Plan check fees, variance applications, etc.).
- Fees for additional special consultants retained with the approval of Client.

ADDITIONAL SERVICES

ADG may incur expenses and costs, which are not included in the Basic Fee for Services. If authorized by the Client and confirmed by ADG, ADG will perform said Additional Services on a time and material basis, according to the following schedule:

Principal	\$150.00/Hour
Director of Design	\$125.00/Hour
Project Manager	\$95.00/Hour
Landscape Designer	\$75.00/Hour
Clerical	\$45.00/Hour

Additional Services Include but are not limited to:

1. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify requirements for project programming.
2. Master planning.
3. Site Planning.
4. Revisions and changes in approved drawings and the preparation alternatives or deductive change orders requested by Client.
5. Services with respect to replacement of any work damaged during construction.
6. Services required as a result of the default or insolvency of the contractor.
7. Preparation of record drawings or of measured drawings of existing conditions.
8. Providing prolonged construction observation should the construction time be substantially extended through no fault of ADG.
9. Opinions of probable construction costs.
10. Agency processing of completed plans if requested by Client.

If the duration of the Project continues past one year from the date of signing this Agreement, ADG shall have the right to increase the hourly rate for Additional Services.

OVERTIME REQUESTS

It is ADG's responsibility to schedule the Project's completion under normal conditions without the use of the staff on an overtime basis. If the Client adjusts the deadline or requests that the work be completed earlier than originally scheduled, requiring overtime, the fees shall be adjusted to cover the increased costs incurred by ADG. The hourly rates for overtime will be one and one-half (1-1/2) times the hourly rates listed above.

BILLING PROCEDURES

- A. All billing shall be done on a monthly basis. Invoices shall include charges for Basic Services rendered to date of invoice and Reimbursable Expenses supported by an itemized description.
- B. Retainer: ADG shall be compensated an amount equal to 10% of the total fee at the time of acceptance of the proposal.
- C. Invoices for Additional Services shall be submitted on a monthly basis, supported by an itemized description.
- D. All invoices are due and payable upon receipt. Whenever the account is delinquent (30 days past due), ADG may suspend without any resulting liability, any further services called for this Agreement until said account is made current. Notwithstanding this provision, ADG may continue work beyond the time which ADG could have suspended the work without waiving it's right hereunder.

- E. If the Client fails to pay an invoice within seven days of the date payment is due, ADG shall be entitled, upon three days notice, to suspend further services until all accounts due have been paid.

LATE PAYMENT PENALTY

Client agrees to pay a monthly late payment penalty of one and one-half percent (1-1/2%) per month, which will be applied to any unpaid balance commencing thirty 30-days from invoice date.

OPINIONS OF PROBABLE CONSTRUCTION COSTS

ADG has no control over the cost of labor, materials, or equipment, or over the Contractor's method of determining prices, or over competitive bidding or market conditions. Any Construction Cost estimates provided for herein are to be made on the basis of ADG's experience and qualifications. These opinions represent ADG's best judgment due to our familiarity with the construction industry. However, ADG cannot and does not guarantee that proposals, bids, or the construction cost will not vary from estimates prepared by ADG. If the Client wishes greater assurance as to the construction cost, the Client shall employ an independent cost estimator.

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

All drawings and documents produced under terms of this agreement are the property of Architerra Design Group, and cannot be used for any reason other than to bid and construct the above named project. The Client shall be granted a revocable license to use the drawings and documents for the purpose of constructing, maintaining, and operating the project, and shall not use such documents for any other purpose without ADG's consent. The Client shall indemnify and defend ADG from any claim, loss or damage arising out of the Client's failure to abide by the terms hereof.

INDEMNIFICATION

Architerra Design Group agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Architerra design Group's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Architerra Design Group is legally liable. This indemnification expressly excludes the duty of Architerra Design Group to defend the Client. However, the absence of the duty to defend shall not preclude the Client from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by Architerra Design Group's negligence.

The Client agrees, to the fullest extent permitted by Law, to indemnify and hold Architerra Design Group harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, sub-consultants or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement.

Architerra Design Group is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

CERTIFICATIONS

The Client shall indemnify ADG from claims arising out of any certifications, which are required to be signed on behalf of the Client during the course of the project.

DISPUTE RESOLUTION

Client and ADG agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event, shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

PROJECT PROMOTION

ADG has the right to photograph the above named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the facility. The Client also agrees to cite the name of Architerra Design Group as the designer in all publicity, presentations, and public relations activities, which mention the name of or depict the facility.

HAZARDOUS WASTE

Client shall indemnify and hold harmless ADG and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ADG, or claims against ADG arising from the work of others, related to hazardous waste.

The above indemnification provision extends to claims against ADG which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic-chemicals, liquids, gasses or any other material, irritant contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface soil, water or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

LIMITATION OF LIABILITY

The Client understands and acknowledges that the design and construction process for this project poses certain risks to both ADG and the Client. The Client further understands and acknowledges that the amount of risk that ADG can accept is tied, in part, to the amount of compensation received for services rendered. ADG's fee for the services offered is based on the Client's agreement to limit the ADG's liability as described below. The Client further acknowledges that were it not for this promise to limit ADG's liability, ADG's compensation would need to increase to address the risks posed by the project. The Client, therefore acknowledging its right to discuss this provision with legal counsel

experienced in the design and construction process, as well as other design professionals, voluntarily agrees that, to the fullest extent permitted by law, ADG's total liability to the Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement for any cause or causes including, but not limited to, ADG's negligence, errors, omissions or breach of contract, shall not exceed the total amount of compensation received under this Agreement. This limitation of liability shall apply to the Client's claims for damages as well as the Client's Claims for contribution and indemnity with respect to third party claims.

MEANS AND METHODS

ADG shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. ADG shall not be responsible for the Contractor's schedules for failure to carry out the Work in accordance with the Contract Documents. ADG shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

LAW

This Agreement shall be interpreted and enforced according to the laws of the State of California.

TERMINATION

It is understood that these services may be terminated upon 10 days' written notice for cause by either party. In this event, ADG shall be compensated for all work-performed prior to date of termination at the rates set forth above.

REVOCAION

This proposal shall be considered revoked if acceptance is not received within 60 days of the date hereof.

STATE REGULATIONS

Landscape architects are licensed by the State of California.

MISCELLANEOUS PROVISIONS

This agreement is the entire and integrated agreement between Client and ADG and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and ADG.

In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be

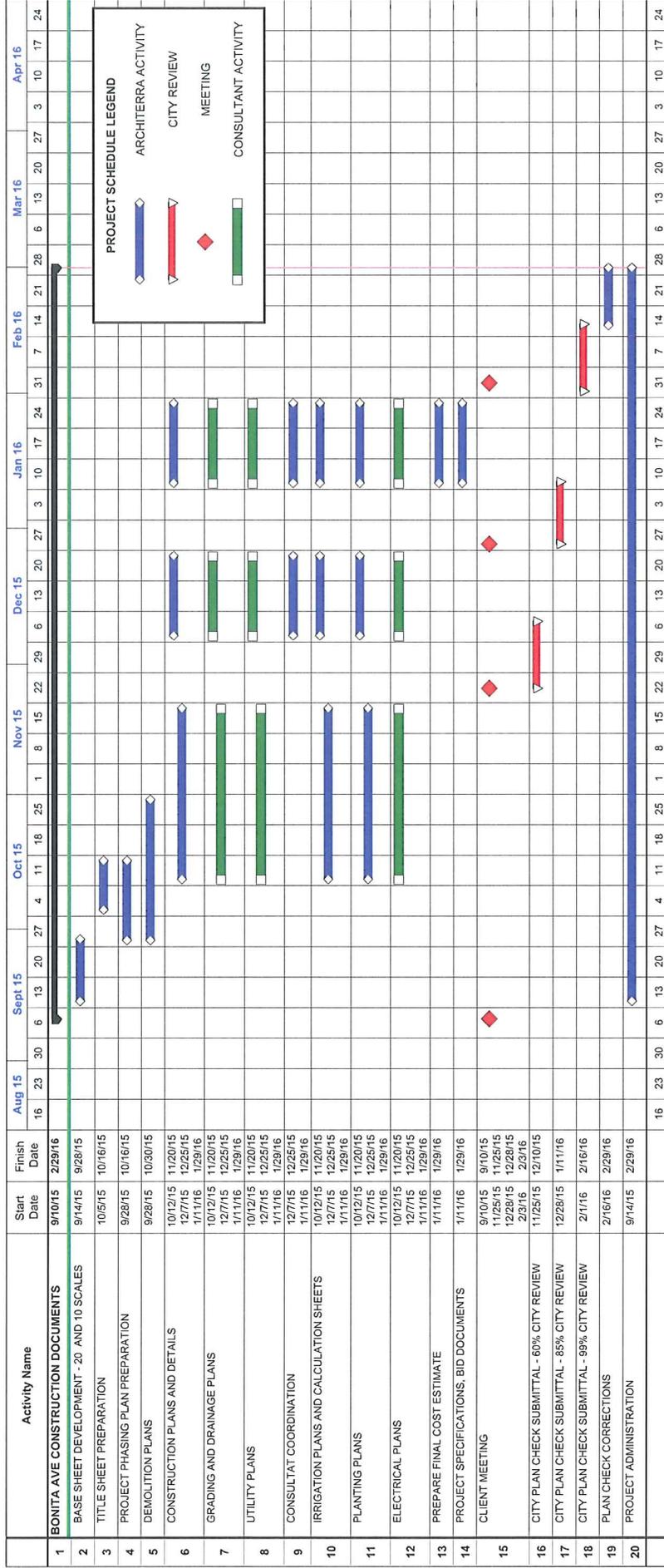
amended to the minimum extent required to make such term or provision enforceable and valid.

Neither Client nor ADG shall assign this agreement without the written consent of the other.

Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

END

CITY OF SAN DIMAS
CONSTRUCTION DOCUMENT SCHEDULE



PROJECT SCHEDULE LEGEND

- ARCHITERRA ACTIVITY (Blue diamond)
- CITY REVIEW (Red diamond)
- MEETING (Green diamond)
- CONSULTANT ACTIVITY (Grey diamond)



Agenda Item Staff Report

Date: August 20, 2015

To: Honorable Mayor and Members of City Council
For the meeting of August 25, 2015

From: Blaine Michaelis, City Manager

Initiated by: Krishna Patel, Public Works Director 

Subject: **Construction Management Services on the Foothill Boulevard Bridge Widening Project (CC 2014-01, BHLS-5367-013, EA 07-93318)**

- **Approval of Change Order 1 for Southstar Engineering and Consulting Inc. in the amount not to exceed \$132,000.00 for additional services for the management of the construction contract**

Summary

Southstar Engineering and Consulting Inc., the City's Construction Management Services contractor for the Foothill Boulevard Bridge Widening over the San Dimas Wash, is requesting payment for additional staff resources expended and to be expended above and beyond than initially programmed when hired in June 2014.

The additional expenditures being incurred by Southstar are as a result of evolving unforeseen situations and conditions being much different now than initially anticipated. For instance costs incurred when the first bid was rejected, extending the pre-construction phase period, rebidding the project and the extra ordinary efforts being made in managing the construction contractor whose workmanship and performance levels have been less than desired. Southstar continues to expend more time and attention to ensure costly mistakes determinately to the project are not made by the contractor.

Staff requests Council's to consider approving the Change Order 1 in amount of \$132,000.00 for additional costs and services as requested by Southstar Engineering and Consulting Inc. for the Construction Management Services on the Foothill Boulevard Bridge Widening Project. The approval of the Change Order will revise the original contract of \$372,134.00 to the amount of \$504,134.00.

BACKGROUND

The Construction Management Agreement contract for the Contract Management Services (CMS) in the negotiated amount of \$372,134.00 was approved by Council and awarded to Southstar Engineering and Consulting Inc. on June 24, 2014. At the time, Staff anticipated awarding the construction Cash Contract 2014-01, Foothill Boulevard Bridge Widening over San Dimas Wash, BHLS-5367(013), and EA 07-93318 on July 22, 2014 and soon thereafter commence construction in early August.

The CMS contract includes the following:

Pre-Construction Phase:

- a. Provide value engineering by performing a constructability review of the project plans and specifications to identify any potential construction related issues and address.
- b. Provide support and assistance during the bid process

Construction Phase:

- b. Construction inspection services
- c. Quality Assurance including surveying services
- d. Office contract administration in accordance with State and FHWA requirements
- e. Material testing
- f. Source inspection
- g. Biologist for mitigation monitoring
- h. Public relations and other services as outlined in this scope of work

Post-Construction Phase:

- i. Office contract administration in accordance with State and FHWA requirements
- j. Provide support and assistance in closing out project

First Construction Bid

On July 15, 2014, bids for the construction of Cash Contract 2014-01, Foothill Boulevard Bridge Widening over San Dimas Wash, BHLS-5367(013), and EA 07-93318 were opened. Due to the withdrawal of the apparent lowest bidder and the higher than anticipated remaining bids, it was in the best interest of the City to reject all bids, modify the bid documents, and re-bid the project again with the intention of commencing construction in February or March 2015.

Second Construction Bid

The project specifications and plans were slightly revised and the project was re-advertised. On November 18, 2014, bids for construction of Cash Contract 2014-01(M), Foothill Blvd Bridge Widening over San Dimas Wash, BHLS-5367(013), EA 07-93318 were opened. The lowest bid in the amount of \$2,529,529 was \$417,529 greater than the engineer's estimate. With the construction cost anticipated to be higher and with other additional expenditures for the project, additional funding was needed.

Additional Funding from Caltrans

On December 4, 2014, we filed a formal request with Caltrans for additional funding for construction and construction engineering. Upon receipt of verbal confirmation from Caltrans that the additional state/federal funding would be available for the project, the City proceeded with award of the construction contract to Mamco Incorporated dba Alabbasi at the February 10, 2015 Council meeting. On April 20, 2015 we received formal confirmation from Caltrans regarding our request for additional funding per the following breakdown:

	Orig. Federal Funds Obligated	Additional Federal Funds Requested	Approved Federal Funds	City's Share with Approved
Prelim Engineering	\$ 358,546	\$ 44,265	\$ 402,811	\$ 52,188
Right of Way	\$ 84,401	\$ 14,996	\$ 99,100	\$ 12,839
Construction	\$1,842,771	\$439,088	\$2,281,859	\$ 500,623*
CM	\$ 276,416	\$ 65,863	\$ 342,279	\$ 75,093**
TOTAL	\$2,562,134	\$564,212	\$3,126,049	\$640,743***

*Note that this includes Golden State Water Company's share of \$204,983.68 (\$186,348.80 per bid items plus 10% contingency) for their portion of work to be completed as part of this project.

**Note that this includes Golden State Water Company's share of \$30,747.55 (15% of construction cost, \$204,983.68) for their portion of work to be completed as part of this project.

***Note that taking into consideration Golden State Water Company's share of the project, the total share for the City is \$405,011.77 (\$640,743 - \$204,983.68 - \$30,747.55).

DISCUSSION

Pre-Construction Phase Time Frame Extended

As a result of rejecting the initial construction bids, re-bidding the construction project, securing additional state/federal funding, and the construction contract date shifting to March 16, 2015, the time period to provide services for the "pre-construction phase" of the CMS was extended. As originally the preconstruction phase of for this service was estimated to take place over the span of one (1) month, but due to the unforeseen circumstances as mentioned earlier, this phase was prolonged from June of 2014 to March of 2015 or up to eight (8) month period. Due to this extended timeline and rebid etc., an additional \$22,689.96 was expended in addition to the original negotiated fee of \$16,577.60.

For Council information and clarification, since the state does not consider any activity (pre-construction phase) prior to the commencement of construction activity as part of eligible and reimbursable Construction Management (CM) services costs. However, all the pre-construction phase service provided by CM is covered under the Preliminary Engineering Phase of the federal funding. In addition, since we have secured additional funding, the additional costs incurred by CM for their services for additional work under pre-construction phase of the project would be eligible for reimbursement by the state.

Mitigation Monitoring

The shift in construction start date also impacted the biological mitigation measures required for the project. The construction activity was originally anticipated to start at the end of July or beginning of August of 2014, but was shifted to start in March of 2015 which falls well within the birds' migratory breeding season from February through August. The originally anticipated period of one (1) month for the required weekly biological monitoring was extended to approximately six (6) months due to the schedule change. An additional \$5,900.00 has been requested for this additional monitoring.

Contractor's Progress

In comparing the progress made by the contractor per the (based on the construction contract time of one hundred seventy (170) working days) contract time schedule versus the actual time elapsed to date, the project should have progressed to approximately 65% completion, but in reality based on the construction contractor's cost and timeline, he has only progressed to approximately 45% completion. As during the construction phase of this project, it has become apparent that the workmanship and level of experience from the contractor has been at a lower level than anticipated. To ensure our project continues to yields a quality finished product that will meet or exceed our high City standards, the CM's team has stepped up and provided additional resources and exceptional services that are above and beyond the services that were initially anticipated when we retained their services in July 2014.

To achieve desirable standards, the CM team has expended more time and attention to ensure costly mistakes determinately to the project are not made by the contractor. To achieve and maintain this standard CM has requested a total additional payments of \$96,000 and which includes costs for additional staffing services already provided and anticipated services to continue managing/guiding the contractor and project to its completion per the contract time. In addition, the CM has also requested additional costs \$5,000.00 for survey required for quality assurance and \$2,500.00 for overtime payments.

In summary and tabulating all of the above mentioned, the total additional costs incurred or will be incurred by CM to complete the project comes to:

Pre-Construction Phase Time Frame Extended	\$ 22,689.96
Mitigation Monitoring	\$ 5,900.00
Quality Assurance/Survey	\$ 5,000.00
Overtime expended to date	\$ 2,500.00
Expended and anticipated additional services	<u>\$ 96,000.00</u>
CHANGE ORDER 1 TOTAL	\$132,000.00*

*note the above additional cost is a federally participating cost and qualifies for reimbursement at the ratio of 88.53%. Of the additional \$132,000.00 amount for Change Order 1, the City is eligible to receive \$116,859.60 as a federal reimbursement.

RECOMMENDATION:

Staff recommends that City Council approve Change Order 1 in the amount not to exceed \$132,000.00 for additional services for the Construction Management Services provided by Southstar Engineering and Consulting Inc. on the Foothill Boulevard Bridge Widening Project over the San Dimas Wash. The approval of Change Order 1 would increase the CMS negotiated contract from \$372,134.00 to \$504,134.00.

Respectfully submitted,



Steven Barragan
Associate Engineer

08-15-21 kp



Agenda Item Staff Report

DATE: August 22, 2015

To: Honorable Mayor and Members of City Council
For the meeting of August 25, 2015

From: Ken Duran, Assistant City Manager

Initiated by: Michael O'Brien, Administrative Services Manager

Subject: Resolution Adopting the Look Back Measurement Safe Harbor Under the Patient Protection and Affordable Care Act.

SUMMARY

In order to determine which employees the City will be required to offer minimum essential health coverage that is both affordable and provides minimum value, and to avoid substantial penalties under the Affordable Care Act, it is necessary for the City to adopt a twelve (12) month look back safe harbor. This safe harbor will allow the City to average the hours worked by all employees over a twelve month period.

BACKGROUND

Section 4980H was added to the Code by § 1513 of the Patient Protection and Affordable Care Act

Section 4980 allows applicable large employers the ability to establish a look-back/stability period safe harbor method, which an employer would determine each employee's full-time status by looking back at a defined period of not less than three but not more than 12 consecutive calendar months, as chosen by the employer (the measurement period), to determine whether during the measurement period the employee averaged at least 30 hours of service per week. If the employee were

determined to be a full-time employee during the measurement period, then the employee would be treated as a full-time employee during a subsequent “stability period,” regardless of the employee’s number of hours of service during the stability period, so long as he or she remained an employee.

DISCUSSION/ANALYSIS

Under the Affordable Care Act, the City is considered a large employer, and would be subject to a penalty if it fails to offer affordable health coverage to an employee who averages thirty hours or more of service per week in any given month. The ACA provides for an optional Look Back Measurement Safe Harbor, which would allow the City to determine whether an employee is full-time or part-time for the purposes of determining penalty applicability.

The City employs part-time employees in both a seasonal and ongoing capacities, and the safe harbor would allow the City to measure and average the hours worked for its employees over a twelve month measurement period. If any employee averages fewer than thirty hours of service per week over the entire year, the City would not be required to offer health coverage to such an employee.

RECOMMENDATION

Staff recommends that the City Council approve the Resolution (Attachment A) adopting the Look Back Measurement Safe Harbor under the Patient Protection and Affordable Care Act (ACA) which establishes an annual twelve month look back measurement period.

Respectfully submitted,

Michael O'Brien, Administrative Services Manager

Attachments:

RESOLUTION 2015-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, RATIFYING AND APPROVING THE LOOK BACK MEASUREMENT SAFE HARBOR UNDER THE PATIENT PROTECTION AND AFFORDABLE CARE ACT.

WHEREAS, The Patient Protection and Affordable Care Act ACA was enacted on March 23, 2010 and

WHEREAS, the ACA added Section 4980H to the internal Revenue Code Section 4980H"); and

WHEREAS, Section 4980H imposes an assessable payment on an applicable large employer when, 1) it fails to offer substantially all of its full time employees and their dependents the opportunity to enroll in minimum essential coverage or offers coverage to substantially all of its full time employees and their dependents that is unaffordable or does not provide minimum value, and 2) any full time employee is certified to the employer as having received a subsidy for coverage through the exchange Assessable Payment and

WHEREAS, the City of San Dimas is considered an applicable large employer because it is expected to employ an average of at least 50 full time equivalent employees on business days during the preceding calendar year and

WHEREAS, the Department of Treasury issued proposed regulations regarding Section 4980H that permit the City to adopt a look back measurement method safe harbor in order to determine the status of an employee as full time for purposes of determining and calculating the Assessable Payment and

WHEREAS, the City adopted the provisions of the look back measurement method safe harbor in order to determine the full time status of all employees for purposes of the Assessable Payment effective November 1, 2013

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That all of the recitals set forth above are true and correct and the City Council so finds and determines.

SECTION 2. Ongoing Employees. The City established the look back measurement method with regard to all ongoing employees as follows:

- a. Measurement Period the City established a twelve (12) month standard measurement period for ongoing employees.
 - i. Starting with November 1, 2013 the standard measurement period will start each year on November 1st and end the following year October 31st.

- ii. The standard measurement period will be the period during which ongoing employees hours are measured.
- b. Administrative Period. Starting with November 1, 2014 the administrative period associated with the standard measurement period for ongoing employees will start each year on November 1st and end on December 31st.
- c. Stability Period. The City will establish a twelve (12) month stability period for ongoing employees.
 - i. Starting with January 1, 2015 the twelve (12) month stability period for ongoing employees will start each year on January 1st and end on December 31st.
- d. If an ongoing employee was employed on average of at least 30 hours per week during the standard measurement period the employee will be treated as a full time employee during the subsequent stability period regardless of the employees number of hours during that stability period so long as he or she remains an employee. If an employee was not employed on average of at least 30 hours per week during the standard measurement period the City may treat the employee as not a full time employee during the following stability period regardless of the employees number of hours during that stability period.
- e. If an employee's employment status or position changes before the end of a stability period the change in status will not affect the classification of the employee (as full time or part time) for the remaining portion of the stability period.

SECTION 3. New Employees On the start date of a new employee the City will make a determination as to whether that new employee is reasonably expected to be a full time employee. If the new employee is reasonably expected to be a full time employee and is not a seasonal employee, the City will offer minimum essential coverage before the end of the employees initial 60 days of employment.

SECTION 4. New Variable Hour Employees If based on the facts and circumstances at the start date of a new employee the City is unable to determine that the employee is reasonably expected to be employed an average of at least thirty (30) hours per week over the initial measurement period then the employee is considered a variable hour employee. The City establishes a look back measurement method with regard to new variable hour employees as follows:

- a. Measurement Period The City establishes a twelve (12) month initial measurement period for each new employee.
 - i. The initial measurement period will start the first day of the first calendar month after the start date unless the start date is the first of a calendar month in which case the initial measurement period will start on that date.

- b. Administrative Period The administrative period shall start the day following the last day of the initial measurement period and shall end no later than the last day of the calendar month beginning on or after the first anniversary of the employees start date.
- c. Stability Period The City establishes a twelve (12) month stability period associated with the initial measurement period.
- d. If the new variable hour employee does not measure as a full time employee during the initial measurement period the stability period associated with the initial measurement period must not exceed the remainder of the standard measurement period plus any associated administrative period.
- e. If a new variable hour employees position or employment status materially changes before the end of the initial measurement period in a way that if the employee had started his or her employment in the new position or status the employee would have reasonably been expected to be employed on average at least 30 hours a week, the City is not required to treat the employee as a full time employee for the purposes of Section 4890H until the first day of the fourth month following the change in employment status or if earlier and the employee averages more than thirty (30) hours of service per week during the initial measurement period, the first day of the first month following the end of the initial measurement and associated administrative period.

SECTION 5. Transition between initial and Standard Measurement Periods. A new employee will be measured during the first complete standard measurement period for which he she is employed. This means that a new employee may be tested under an initial measurement period and at the same time be measured under the overlapping standard measurement period.

- a. If an employee measures as full time during the initial measurement period he/she will retain full time status for the entire associated stability period even if the employee does not qualify as full time during the standard measurement period.
- b. If an employee does not measure as full time during the initial measurement period but qualifies as full time during the standard measurement period the employee must be treated as full time during the stability period associated with the standard measurement period even if that means coverage must be offered before the end of the stability period associated with the initial measurement period.

SECTION 6. Rehired Employees when an employee is rehired after termination upon return the employee will retain the status the employee had previously with respect to any stability period except that an employee will be treated as a new employee.

- a. If the employee resumes employment after a period of at least twenty six (26) consecutive weeks with less than an hour of service; or
- b. If, shorter than a. and selected by the City, the employee resumes employment after a period of at least four consecutive weeks of performing no services, and

- c. that period exceeds the number of weeks the employee was employed by the City immediately before he or she was not credited with any hours of service.

SECTION 7. Unpaid Leave. When an employee takes special unpaid leave (e.g. unpaid leave under the Family and Medical Leave Act of 1993 unpaid leave on account of jury duty), and is not treated as a new employee based on 6) above upon resumption of services to determine hours of service the City will exclude any periods of special unpaid leave during the measurement period and apply that average for the entire measurement period.

SECTION 8. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED AND ADOPTED this ____ day of _____, 2015 by the following vote:

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Debra Black, Assistant City Clerk

I HEREBY CERTIFY, that Resolution 2015-43 was adopted by the vote of the City Council of San Dimas at its regular meeting of _____, _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Black, Assistant City Clerk



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of August 25, 2015

FROM: Blaine Michaelis, City Manager 

SUBJECT: Request Congressional Support for States to have the authority to enforce State and local sales and use tax laws on remote transactions H.R. 2775 and S. 743

SUMMARY

A 1972 Supreme Court ruling held that states cannot require sellers without a physical presence in their state to collect state and local taxes from their customers. Since then, numerous proposals have been introduced for Congress to address the issues raised in the 1972 decision and subsequent decisions. The driving factor to press for a resolution of this issue has been the steady growth of internet sales – which has resulted in goods being sold outside of the requirement to pay sales taxes. Despite support from almost every major brick and mortar retailer as well as Amazon, proposals for reform have consistently died in the House Judiciary Committee as the leadership wants to keep the physical presence standard and continue with the provisions of the court ruling.

In 2013 the Marketplace Fairness Act (S 743) was the most recent proposal to stall out, however, there are more proposals being brought forward to keep the issue before Congress.

The newest proposal (H.R. 2775) has 46 supporters 24 Republicans and 22 Democrats and is expected to be taken up when Congress returns from its August recess. H.R. 2775 attempts to resolve previous objections to other legislative attempts to provide for internet sales taxation. It calls for a phasing of the requirements, and considers exemptions for small businesses, and passes the cost for software development to operate the system to be paid for by the respective state and for that state to provide technical support and assistance to those that would be reporting sales taxes under this law. The objective of the law is to set the conditions by which States would be authorized

to enforce State and local sales and use tax laws on remote transactions (internet sales).

For many years San Dimas has encouraged legislation to address internet sales taxation. During these intervening years, internet sales continue to increase. In 2014-15 the California Board of Equalization estimated a sales tax loss of \$837 million to the state and \$242 million for local governments. The trend is for those numbers to continue to increase – sharply.

There is hope that this time there could be enough momentum for a bill to be passed. Perhaps there will be a consolidation of the 3 legislative strategies that are pending before Congress. For these reasons, staff sees the merit of reaffirming our encouragement for Congress to successfully move forward on this issue.

Staff did not provide a summary position of those opposing Congressional action to authorize States to pursue sales taxation on internet sales – frankly, the arguments against this issue are rather narrow and self-serving - they represent a special interest position to preserve an advantage in the retail market for sellers on the internet.

RECOMMENDATION

Authorize the Mayor to sign the attached letters to our legislative representatives.

Attachment: Proposed letters

City Council
CURTIS W. MORRIS, Mayor
JEFF TEMPLEMAN, Mayor Pro Tem
DENIS BERTONE
EMMETT BADAR
JOHN EBINER

City Manager
BLAINE M. MICHAELIS

Assistant City Manager
Treasurer/City Clerk
KENNETH J. DURAN



**Assistant City Manager of
Community Development**
LAWRENCE STEVENS

Director of Public Works
KRISHNA PATEL

**Director of Parks
and Recreation**
THERESA BRUNS

City Attorney
MARK W. STERES

August 26, 2015

The Honorable Grace F. Napolitano
U.S. House of Representatives
1610 Longworth Building
Washington, DC 20515

Dear Representative Napolitano:

RE: Co-sponsor HR 2775 – The Remote Transactions Parity Act

On behalf of the City of San Dimas, I am writing to request your support and co-sponsorship of HR 2775 – The Remote Transactions Parity Act. This bipartisan legislation would not impose a new tax but would enable state and local governments to work with retailers to collect and remit sales taxes for online sales. The current tax structure for online sales creates disparities between brick and mortar businesses and online retailers. In California, the loss of revenue to support needed public services has been estimated to be well over a billion dollars per year. These are revenues that San Dimas relies upon to provide important and critical city services.

The growing internet sales market that does not collect sales taxes from their customer creates a competitive disadvantage over local retailers that do assess sales tax requirements. Why should goods purchased locally with the collection of a 9% sales tax be in competition with an internet company that does not collect and remit the sales tax from those that buy from them? Meanwhile without the greater tax parity that comes from HR 2775, the economic advantage now afforded to a favored class of retailers continues to grow.

For all of these reasons, we strongly urge you to co-sponsor HR 2775 and work for its passage. Thank you for your consideration of this important request. We look forward to working with you to help pass this important legislation.

Sincerely,

Curtis W. Morris
Mayor, City of San Dimas

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and Recreation
THERESA BRUNS

City Attorney
MARK W. STERES

August 26, 2015

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

Dear Senator Feinstein:

RE: Sales Taxation of Internet Purchases – HR 2775; S. 743

For a long time we have been hopeful for a Federal solution to the issue of appropriate sales taxation of internet sales. It seems that the issue receives attention with proposed legislation only to have the issue lose momentum and stall out in committee. There appears to be bipartisan support for HR 2775, which makes a solid attempt to address previous concerns. This legislation would not impose a new tax but would enable state and local governments to work with retailers to collect and remit sales taxes for online sale. The current tax structure for online sales creates disparities between brick and mortar businesses and online retailers. In California, the loss of revenue to support needed public services has been estimated to be well over a billion dollars per year. These are revenues that San Dimas relies upon to provide important and critical city services.

The growing internet sales market that does not collect sales taxes from their customer creates a competitive disadvantage over local retailers that do assess sales tax requirements. Why should goods purchased locally with the collection of a 9% sales tax be in competition with an internet company that does not collect and remit the sales tax from those that buy from them? Meanwhile without the greater tax parity that comes from HR 2775, the economic advantage now afforded to a favored class of retailers continues to grow.

For all of these reasons, we are hopeful for your active support on this topic and these measures when they come before you.

Sincerely,

Curtis W. Morris
Mayor, City of San Dimas

114TH CONGRESS
1ST SESSION

H. R. 2775

To grant States authority to enforce State and local sales and use tax laws on remote transactions, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JUNE 15, 2015

Mr. CHAFFETZ (for himself, Mr. WOMACK, Mrs. NOEM, Mr. CONYERS, Ms. SPEIER, Mr. WELCH, Mr. STIVERS, Ms. DELBENE, Mr. DOLD, Mr. RIGELL, Mrs. ELLMERS of North Carolina, Mr. CURBELO of Florida, Mr. BARLETTA, Mr. DEUTCH, Mr. LARSON of Connecticut, Mr. KILMER, and Mr. JOHNSON of Georgia) introduced the following bill; which was referred to the Committee on the Judiciary

A BILL

To grant States authority to enforce State and local sales and use tax laws on remote transactions, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Remote Transactions
5 Parity Act of 2015”.

1 **SEC. 2. AUTHORIZATION TO REQUIRE COLLECTION OF**
2 **SALES AND USE TAXES.**

3 (a) STREAMLINED SALES AND USE TAX AGREE-
4 MENT.—Each Member State under the Streamlined Sales
5 and Use Tax Agreement is authorized notwithstanding
6 any other provision of law to require all remote sellers not
7 qualifying for the small remote seller exception described
8 in subsection (c) to collect and remit sales and use taxes
9 with respect to remote sales sourced to that Member State
10 pursuant to the provisions of the Streamlined Sales and
11 Use Tax Agreement, but only if any changes to the
12 Streamlined Sales and Use Tax Agreement made after the
13 date of enactment of this Act, are not in conflict with the
14 minimum simplification requirements in subsection (b)(2).
15 A State may exercise authority under this Act on the 1st
16 day of a month beginning 180 days after the State pub-
17 lishes notice of the State’s intent to exercise the authority
18 under this Act, but no earlier than the date provided in
19 section 3(h).

20 (b) ALTERNATIVE.—A State that is not a Member
21 State under the Streamlined Sales and Use Tax Agree-
22 ment is authorized notwithstanding any other provision of
23 law to require all remote sellers not qualifying for the
24 small remote seller exception described in subsection (c)
25 to collect and remit sales and use taxes with respect to
26 remote sales sourced to that State, but only if the State

1 adopts and implements the minimum simplification re-
2 quirements in paragraph (2). Such authority shall only
3 begin on the 1st day of a month and commence beginning
4 no earlier than the first day of the calendar quarter that
5 is at least 180 days after the date that the State—

6 (1) enacts legislation to exercise the authority
7 granted by this Act—

8 (A) specifying the tax or taxes to which
9 such authority and the minimum simplification
10 requirements in paragraph (2) shall apply; and

11 (B) specifying the products and services
12 otherwise subject to the tax or taxes identified
13 by the State under subparagraph (A) to which
14 the authority of this Act shall not apply; and

15 (2) implements each of the following minimum
16 simplification requirements:

17 (A) Provide—

18 (i) a single entity within the State re-
19 sponsible for all State and local sales and
20 use tax administration, return processing,
21 and audits for remote sales sourced to the
22 State;

23 (ii) except as provided in clause (iii)
24 and section 3(I), a single audit of a remote

1 seller for all State and local taxing juris-
2 dictions within that State;

3 (iii) unless there is reasonable sus-
4 picion that the remote seller has engaged
5 in intentional misrepresentation, if a re-
6 mote seller utilizes a certified software pro-
7 vider as described in section 4(1), the
8 State requesting the audit shall, at the op-
9 tion of the remote seller, first contact the
10 certified software provider who shall have
11 the responsibility to provide the State with
12 complete records of transactions processed
13 for the remote seller and who will rep-
14 resent the remote seller during the State's
15 audit and be responsible for the audit find-
16 ings except as provided in subparagraphs
17 (F), (G), and (H) (Nothing herein shall
18 prevent the remote seller from contesting
19 audit findings, and the remote seller uti-
20 lizing a certified software provider shall
21 not be contacted by a State requesting an
22 audit unless the remote seller either was
23 reasonably suspected of intentional mis-
24 representation or has declined to have a

1 certified software provider represent it dur-
2 ing the audit.); and

3 (iv) a single sales and use tax return
4 to be used by remote sellers to be filed
5 with the single entity responsible for tax
6 administration.

7 A State may not require a remote seller to file
8 sales and use tax returns any more frequently
9 than returns are required for nonremote sellers.
10 No local jurisdiction may require a remote sell-
11 er to submit a sales and use tax return or to
12 collect sales and use taxes other than as pro-
13 vided by this paragraph.

14 (B) Provide a uniform sales and use tax
15 base among the State and the local taxing juris-
16 dictions within the State pursuant to paragraph
17 (1).

18 (C) Source all remote sales in compliance
19 with the sourcing definition set forth in section
20 4(10).

21 (D) Provide—

22 (i) a publicly available taxability and
23 exemption table which can be downloaded
24 in an easily usable format and accessed
25 electronically which indicates the taxability

1 of products and services along with any
2 product and service exemptions from sales
3 and use tax in the State, and which is up-
4 dated each calendar quarter for any
5 changes to the products and services speci-
6 fied under paragraph (1)(B);

7 (ii) a rates and boundary database in
8 an easily downloadable format and which is
9 updated each calendar quarter for rate and
10 boundary changes;

11 (iii) free access to all of the national
12 certified software providers that have been
13 approved pursuant to section (3)(g) and
14 that can determine the proper sales and
15 use tax in every State qualified under this
16 Act and that will—

17 (I) determine the correct sales
18 and use tax rate based on sourcing
19 rules in section 4(10) and calculate
20 the sales and use tax due at the time
21 of sale;

22 (II) generate and file sales and
23 use tax returns electronically;

24 (III) remit the sales and use
25 taxes to States electronically;

1 (IV) report all transactions proc-
2 essed to the remote seller;

3 (V) respond to sales and use tax
4 audit requests by States for remote
5 sellers; and

6 (VI) provide safeguards and pro-
7 tection of consumer privacy in any
8 data stored by the certified software
9 provider; and

10 (iv) certification procedures for per-
11 sons to be approved as certified software
12 providers.

13 Such free access shall include installation, setup
14 and maintenance of the automated system into
15 the remote seller's system. For purposes of
16 clause (iii), the software provided by national
17 certified software providers shall be capable of
18 calculating and filing sales and use taxes in all
19 States qualified under this Act.

20 (E) Relieve remote sellers from liability to
21 the State or locality for the incorrect collection,
22 remittance, or noncollection of sales and use
23 taxes, including any penalties or interest, if the
24 liability is the result of an error or omission
25 made by a certified software provider unless the

1 error or omission is the result of misleading, in-
2 complete, or inaccurate information provided to
3 the certified software provider by the remote
4 seller.

5 (F) Relieve certified software providers
6 from liability to the State or locality for the in-
7 correct collection, remittance, or noncollection
8 of sales and use taxes, including any penalties
9 or interest, if the liability is the result of mis-
10 leading, incomplete, or inaccurate information
11 provided by a remote seller.

12 (G) Relieve remote sellers and certified
13 software providers from liability to the State or
14 locality for incorrect collection, remittance, or
15 noncollection of sales and use taxes, including
16 any penalties or interest, if the liability is the
17 result of incorrect information or software pro-
18 vided or certified by the State.

19 (H) Provide remote sellers and certified
20 software providers with 90-days notice of rate
21 and boundary changes and any changes to the
22 products and services specified under paragraph
23 (1)(B) by the State or any locality in the State
24 and update the information described in clauses
25 (i) and (ii) of subparagraph (D) accordingly

1 and relieve any remote seller or certified soft-
2 ware provider from liability for collecting sales
3 and use taxes at the immediately preceding ef-
4 fective rate during the 90-day notice period if
5 the required notice is not provided.

6 (I) Provide the following, but only if the
7 law of a State allows a person, other than the
8 State itself, to pursue a cause of action against
9 a seller for under-collected or over-collected
10 sales or use tax:

11 (i) That a person, other than the
12 State itself, may not pursue any cause of
13 action against a remote seller for under-
14 collected or over-collected sales or use tax
15 unless the remote seller has received writ-
16 ten notice from the person that the remote
17 seller has over-collected or under-collected
18 sales and use tax, the notice contains in-
19 formation sufficient to determine the valid-
20 ity of the refund request or asserted
21 under-collection, and the remote seller has
22 not, within 60 days of receipt of the notice,
23 refunded affected customers the amount of
24 the over-collected sales and use tax or paid
25 the under-collected amount of sales and

1 use tax to the State. No penalties may be
2 imposed during the 60-day period in excess
3 of the penalties that would otherwise be
4 imposed by the State had no notice been
5 provided pursuant to this paragraph.

6 (ii) That a notice of over-collection
7 from a person is only valid if received with-
8 in the applicable statute of limitations for
9 filing refunds for sales and use tax, and
10 that a notice of under-collection from a
11 person is only valid if received within the
12 applicable statute of limitations for assess-
13 ing underpayments of sales and use tax.

14 (iii) That a person, other than the
15 State itself, may not pursue any cause of
16 action against a certified software provider
17 for its activities conducted for a remote
18 seller described in clause (i) unless the re-
19 mote seller provides a copy of the written
20 notice to the certified software provider
21 within a reasonable time for the certified
22 software provider to be able to assist the
23 remote seller in making the payments with-
24 in the time frame described in clause (i).

1 (iv) That a person, other than the
2 State itself, may pursue a cause of action
3 against a remote seller for under-collected
4 or over-collected sales or use tax if the re-
5 mote seller knew or should have known
6 that it had under-collected or over-collected
7 and did not, within 60 days of its deter-
8 mination, refund affected customers the
9 amount of the over-collected sales and use
10 tax or pay the amount of under-collected
11 sales and use tax to the State.

12 (J) Accepts registrations at no charge to
13 certified software provider or remote seller from
14 a central online registration system that allows
15 a remote seller to register to collect and remit
16 sales and use taxes in all States that have exer-
17 cised authority under this Act.

18 (K) Relieve remote sellers and certified
19 software providers, except in cases of fraud,
20 from liability for tax, penalty, and interest on
21 transactions if the purchaser provides to the re-
22 mote seller the necessary documentation to
23 claim an exemption within 90 days of the sale.

24 (c) SMALL REMOTE SELLER PHASE-IN.—

1 (1) COLLECTION AUTHORIZED.—A State is au-
2 thorized to require the collection of sales and use
3 taxes by a remote seller under this Act only as fol-
4 lows:

5 (A) For the 1st calendar year following the
6 effective date, if the remote seller—

7 (i) has gross annual receipts exceed-
8 ing \$10,000,000 in the calendar year pre-
9 ceding the date of enactment; or

10 (ii) utilizes an electronic marketplace
11 for the purpose of making products or
12 services available for sale to the public.

13 (B) For the 2d calendar year following the
14 effective date, if the remote seller—

15 (i) has gross annual receipts exceed-
16 ing \$5,000,000 in the immediately pre-
17 ceding calendar year; or

18 (ii) utilizes an electronic marketplace
19 for the purpose of making products or
20 services available for sale to the public.

21 (c) For the 3d calendar year following the
22 effective date, if the remote seller—

23 (i) has gross annual receipts exceed-
24 ing \$1,000,000 in the immediately pre-
25 ceding calendar year; or

1 (ii) utilizes an electronic marketplace
2 for the purpose of making products or
3 services available for sale to the public.

4 (2) DETERMINATION OF THRESHOLD.—For
5 purposes of determining whether the threshold in
6 this paragraph (1) is met—

7 (A) the sales of all persons related within
8 the meaning of subsections (b) and (c) of sec-
9 tion 267, or section 707(b)(1), of the Internal
10 Revenue Code of 1986 shall be aggregated; or

11 (B) persons with 1 or more ownership rela-
12 tionships shall also be aggregated if such rela-
13 tionships were designed with a principal pur-
14 pose of avoiding the application of these rules.

15 **SEC. 3. LIMITATIONS.**

16 (a) IN GENERAL.—Nothing in this Act shall be con-
17 strued as—

18 (1) subjecting a remote seller or any other per-
19 son to franchise, income, occupation, or any other
20 type of taxes, other than sales and use taxes;

21 (2) affecting the application of such taxes; or

22 (3) enlarging or reducing State authority to im-
23 pose such taxes.

1 (b) NO EFFECT ON NEXUS.—This Act shall not be
2 construed to create any nexus between a person and a
3 State or locality.

4 (c) LICENSING AND REGULATORY REQUIREMENTS.—
5 Nothing in this Act shall be construed as permitting or
6 prohibiting a State from—

7 (1) licensing or regulating any person;

8 (2) requiring any person to qualify to transact
9 intrastate business;

10 (3) subjecting any person to State or local taxes
11 not related to the sale of goods or services; or

12 (4) exercising authority over matters of inter-
13 state commerce.

14 (d) NO NEW TAXES.—Nothing in this Act shall be
15 construed as encouraging a State to impose sales and use
16 taxes on any goods or services not subject to a sales and
17 use tax prior to the date of the enactment of this Act.

18 (e) NO EFFECT ON INTRASTATE SALES.—The provi-
19 sions of this Act shall apply only to remote sales and shall
20 not apply to intrastate sales or intrastate sourcing rules.
21 States granted authority under section 2(a) shall comply
22 with all intrastate provisions of the Streamlined Sales and
23 Use Tax Agreement.

24 (f) NO EFFECT ON MOBILE TELECOMMUNICATIONS
25 SOURCING ACT.—Nothing in this Act shall be construed

1 as altering in any manner or preempting the Mobile Tele-
2 communications Sourcing Act (4 U.S.C. 116–126).

3 (g) CERTIFICATION REQUIREMENTS.—A State may
4 not exercise authority under this Act unless the following
5 requirements are satisfied:

6 (1) The State provides certification procedures
7 for persons to be approved as certified software pro-
8 viders. A State may delegate the certification proce-
9 dures so long as the State retains final approval over
10 any certification decisions.

11 (2) The State (or its delegate) does not deny or
12 revoke certification to a software provider without a
13 reasonable basis, or arbitrarily or capriciously. A
14 State must complete the certification review of the
15 software provider no later than the first day of the
16 calendar quarter that is at least 180 days after the
17 software provider requests certification by that
18 State.

19 (3) The State has certified multiple national
20 certified software providers, and the certifications
21 are in effect. Nothing in this Act shall be construed
22 to deny the ability of a remote seller to deploy and
23 utilize a certified software provider of the seller's
24 choice.

1 (4) The State provides compensation for cer-
2 tified software providers. A State may delegate the
3 authority to negotiate the compensation so long as
4 the State retains final approval of the compensation
5 rate(s).

6 (h) LIMITATION ON INITIAL COLLECTION OF SALES
7 AND USE TAXES FROM REMOTE SALES.—A State may
8 not begin to exercise the authority under this title—

9 (1) before the date that is 1 year after the date
10 of the enactment of this Act; and

11 (2) during the period beginning October 1 and
12 ending on December 31 of the first calendar year
13 beginning after the date of the enactment of this
14 Act.

15 (i) LIMITATION ON AUDITS OF REMOTE SELLERS.—
16 A State exercising authority under this Act—

17 (1) may not audit a remote seller that—

18 (A) has registered in the State under sec-
19 tion 2(b)(2)(J); and

20 (B) has gross annual receipts of less than
21 \$5,000,000 in the taxable year as aggregated in
22 subsection (c) of section 2;

23 unless there is reasonable suspicion that such remote
24 seller has engaged in intentional misrepresentation
25 or fraud; and

1 (2) may not have audits of remote sellers con-
2 ducted by persons whose compensation is contingent
3 upon audit findings.

4 (j) LIMITATION ON TIME PERIOD TO ASSESS RE-
5 MOTE SELLERS AND CERTIFIED SOFTWARE PRO-
6 VIDERS.—A State may not hold a remote seller or certified
7 software provider liable for the incorrect collection, remit-
8 tance, or noncollection of sales and use taxes, including
9 any penalties or interest, if the liability is for a sales or
10 use tax assessed under the authority of this Act more than
11 3 years after the later of the due date or the filing of
12 the sales and use tax return applicable to the sales and
13 use tax assessed.

14 (k) REMOTE SELLER COMPENSATION.—A State
15 must provide remote sellers with compensation equaling
16 no less than the amount, if any, the State provides to non-
17 remote sellers within the State.

18 **SEC. 4. DEFINITIONS AND SPECIAL RULES.**

19 In this Act:

20 (1) CERTIFIED SOFTWARE PROVIDER.—The
21 term “certified software provider” means a person
22 that—

23 (A) provides software or access to software
24 to remote sellers to facilitate State and local
25 sales and use tax compliance; and

1 (B) is certified by a State or on a State's
2 behalf to so provide such software.

3 (2) EFFECTIVE DATE.—The term “effective
4 date” means the date that is 1 year after the date
5 of the enactment of this Act. However, if the date
6 that is 1 year after the date of the enactment of this
7 Act falls during the period beginning October 1 and
8 ending on December 31, the effective date shall be
9 January 1 of the immediately following year.

10 (3) ELECTRONIC MARKETPLACE.—The term
11 “electronic marketplace” means a digital marketing
12 platform where—

13 (A) products or services are offered for
14 sale by more than 1 remote seller; and

15 (B) buyers may purchase such products or
16 services through a common system of financial
17 transaction processing.

18 (4) LOCALITY; LOCAL.—The terms “locality”
19 and “local” refer to any political subdivision of a
20 State.

21 (5) MEMBER STATE.—The term “Member
22 State”—

23 (A) means a Member State as that term is
24 used under the Streamlined Sales and Use Tax

1 Agreement as in effect on the date of the enact-
2 ment of this Act; and

3 (B) does not include any associate member
4 or a member that is not a full member under
5 the Streamlined Sales and Use Tax Agreement.

6 (6) NATIONAL CERTIFIED SOFTWARE PRO-
7 VIDER.—The term “national certified software pro-
8 vider” means a certified software provider that has
9 been certified by all States that are certifying
10 States. A “certifying State” is a State that has a
11 generally applicable sales and use tax, that has met
12 the requirements set forth under section 3(g)(1),
13 and that has not violated the requirements set forth
14 in section 3(g)(2). Once a certified software provider
15 is a national certified software provider, it shall not
16 lose its status as such when a State becomes a certi-
17 fying State so long as the national certified software
18 provider requested certification from the new certi-
19 fying State within 30 days from the date that the
20 State became a certifying State and the certifying
21 State has not violated section 3(g)(2).

22 (7) PERSON.—The term “person” means an in-
23 dividual, trust, estate, fiduciary, partnership, cor-
24 poration, limited liability company, or other legal en-
25 tity, and a State or local government.

1 (8) REMOTE SALE.—The term “remote sale”
2 means a sale that originates in one State and is
3 sourced to another State as provided in section
4 4(10) which the seller would not legally be required
5 to pay, collect, or remit State or local sales and use
6 taxes without the authority provided by this Act.

7 (9) REMOTE SELLER.—The term “remote sell-
8 er” means a person that makes remote sales in the
9 State without a physical presence. For purposes of
10 this paragraph, a person has a physical presence in
11 a State only if such person’s business activities in
12 the State include any of the following during such
13 person’s tax able year:

14 (A) Being an individual physically in the
15 State, or assigning one or more employees to be
16 in the State.

17 (B) Using the services of an agent (exclud-
18 ing an employee) to establish or maintain the
19 market in the State, if such agent does not per-
20 form business services in the State for any
21 other person during such taxable year.

22 (c) The leasing or owning of tangible per-
23 sonal property or of real property in the State.

24 For purposes of this paragraph, the term “physical
25 presence’” shall not include presence in a State for

1 less than 15 days in a taxable year (or a greater
2 number of days if provided by State law), or pres-
3 ence in a State to conduct limited or transient busi-
4 ness activity.

5 (10) SOURCED.—For purposes of a State
6 granted authority under section 2(b), the location to
7 which a remote sale is sourced refers to the location
8 where the product or service sold is received by the
9 purchaser, based on the location indicated by in-
10 structions for delivery that the purchaser furnishes
11 to the seller. When no delivery location is specified,
12 the remote sale is sourced to the customer’s address,
13 including the customer’s place of primary use that
14 is either known to the seller or, if not known, ob-
15 tained by the seller during the consummation of the
16 transaction, including the address of the customer’s
17 payment instrument if no other address is available.
18 If an address or place of primary use is unknown
19 and a billing address cannot be obtained, the remote
20 sale is sourced to the address of the seller from
21 which the remote sale was made. The term “re-
22 ceived” means taking possession of product or mak-
23 ing first use of services. A State granted authority
24 under section 2(a) shall comply with the sourcing

1 provisions of the Streamlined Sales and Use Tax
2 Agreement.

3 (11) STATE.—The term “State” means any of
4 the several States, the District of Columbia, the
5 Commonwealth of Puerto Rico, Guam, American
6 Samoa, the United States Virgin Islands, the Com-
7 monwealth of the Northern Mariana Islands, or any
8 territory or possession of the United States.

9 (12) STREAMLINED SALES AND USE TAX
10 AGREEMENT.—The term “Streamlined Sales and
11 Use Tax Agreement” means the multistate agree-
12 ment with that title adopted on November 12, 2002,
13 as in effect on the date of the enactment of this Act
14 and as further amended from time to time.

15 **SEC. 5. SEVERABILITY.**

16 If any provision of this Act, or the application of such
17 provision to any person or circumstance, is held to be un-
18 constitutional, then the remainder of this Act, and the ap-
19 plication of the provisions of such to any person or cir-
20 cumstance, shall not be affected thereby.

○



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of August 25, 2015

From: Blaine Michaelis, City Manager

Initiated By: Debra Black, Assistant City Clerk

Subject: Equestrian Commission Appointment

SUMMARY

There is currently one vacancy on the Equestrian Commission. A recruitment was held and concluded on July 31, 2015. Interviews were conducted on August 11, 2015.

BACKGROUND

Equestrian Commissioner Rebecca Pike has completed her three terms on the Commission and is not eligible for reappointment.

The opening was advertised and applications were collected through July 31, 2015. Councilmember Jeff Templeman and Equestrian Commissioner Marca DeMonaco conducted an interview with Leslie Medlin and are recommending Leslie to fill the vacancy.

RECOMMENDATION

Pleasure of the Council.