



AGENDA
REGULAR CITY COUNCIL /
SUCCESSOR AGENCY MEETING
TUESDAY, MARCH 08, 2016, 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

1. CALL TO ORDER FLAG SALUTE

2. RECOGNITIONS AND ANNOUNCEMENTS

- Theresa Bruns – Director of Parks and Recreation recognized by the 41st State Assembly District Office as a Woman of Distinction Honoree for 2016
- Municipal Arborist Jim Robertson to announce the Arbor Day Activity scheduled for March 9, 2016 at Shull School and to present the Tree City USA 10 Year Award.
- Parks and Recreation Department to announce the Annual Family Festival, Easter Egg Hunts, and Community Service Planting Project to be held on March 19, 2016 at the Civic Center and Via Verde Park.
- Los Angeles County Sheriff's Department Recognition of Incycle for Holiday Toy Event

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

a. Members of the Audience

4. CONSENT CALENDAR

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

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

- a. **RESOLUTION 2016 -15**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CERTAIN DEMANDS FOR THE MONTHS OF FEBRUARY AND MARCH 2016.
- b. **RESOLUTION 2016-16**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS AMENDING A STANDARDIZED CONFLICT OF INTEREST CODE FOR DESIGNATED EMPLOYEES OF THE CITY OF SAN DIMAS
- c. Approve the minutes of the February 23, 2016 Study Session and regular City Council meetings.
- d. Deny Claim Arellano vs. City of San Dimas (#1931980 TVQ)
- e. Award of Engineering and Geotechnical Design Contacts for Design of Proposition 1 grant Application Project for Stormwater Permit Requirements

END OF CONSENT CALENDAR

5. PLANNING MATTERS

- a. Consideration of an Agreement with NJD, Ltd. to modify the project approvals to reflect the inclusion of the South 40 parcel within the scope of the project and adjust the potential development rights on both parcels; revise the equestrian trail required by Condition No. 56 of Tentative Tract Map No. 70583 to include an alternate trail; require that developer transfer fee title of approximately fifteen (15) acres of the South 40 parcel that includes the new South 40 Trail and the area located east of the South 40 trail and adjacent to Horsethief Canyon Park to the City with the remaining approximate twenty-five (25) acres of the South 40 parcel to be preserved in a natural state and used as future environmental mitigation; and, waive the City's option to take ownership of 84 acres of open space described in the Development Agreement or any other open space in the project while still preserving it in a natural state.

1) **AGREEMENT TO MODIFY DEVELOPMENTS RIGHTS AND OBLIGATIONS FOR NORTHERN FOOTHILLS PROJECT**

- 2) **ORDINANCE 1236**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVAL OF MUNICIPAL CODE TEXT AMENDMENT 12-04, AMENDING THE BOUNDARY OF PLANNING AREA ONE OF SPECIFIC PLAN NO. 25 TO INCLUDE 40 ADDITIONAL ACRES AND TO INCREASE THE NUMBER OF LOTS WITHIN THE REVISED PLANNING AREA ONE FROM 61 LOTS TO 65 LOTS. **(SECOND READING AND ADOPTION)**

RECOMMENDATION: Approve the Agreement with NJD, Ltd. And adopt Ordinance 1236

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

- a. Members of the Audience
- b. City Manager
- c. City Attorney
- d. Members of the City Council
 - 1) City Council appointment of Southern California Association of Governments (SCAG) General Assembly representative.
 - 2) Councilmembers' report on meetings attended at the expense of the local agency.
 - 3) Individual Members' comments and updates.

7. ADJOURNMENT

The next City Council meeting will be held on Tuesday, March 28, 2016, 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 March 4, 2016, 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 2016-15

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN DIMAS, CALIFORNIA, APPROVING
CERTAIN DEMANDS FOR THE MONTHS FEBRUARY
AND MARCH 2016**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San
Dimas does hereby approve Prepaid Warrant Register 02/29/2016 (25488-25537 in the amount
of \$631,211.48; and Warrant Register 03/15/2016 (154440-154538) in the amount of
\$505,885.26.

PASSED, APPROVED AND ADOPTED this 8th, day of March 2016.

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

ATTEST:

Debra Black, Assistant City Clerk

I, DEBRA BLACK, ASSISTANT CITY CLERK, HEREBY CERTIFY that
Resolution 2016-15 was approved by vote of the City Council of the City of San Dimas at its
regular meeting of March 8th, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Debra Black, Assistant City Clerk

02/29/2016

PREPAID

WARRANT REGISTER

Ck#'s 25488-25534

Total: \$631,211.48

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal
AMOUNT

CLAIM INVOICE

PO#

F 9 S ACCOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
25505	02/29/16	CA-STATE DISBURSEMEN	11611				N M 001.210.004
25506	02/29/16	EMPLOYMENT DEVELOPME	12343				N M 001.210.004
25507	02/29/16	LINCOLN NATIONAL LIF	14286				N M 001.210.004
25507	02/29/16	LINCOLN NATIONAL LIF	14286				N M 001.212.001
							*CHECK TOTAL
25508	02/29/16	NATIONWIDE RETIREMNT	14735				N M 001.210.004
25508	02/29/16	NATIONWIDE RETIREMNT	14735				N M 001.212.001
							*CHECK TOTAL
25509	02/29/16	PERS RETIREMENT CONT	15639				N M 001.210.004
25509	02/29/16	PERS RETIREMENT CONT	15639				N M 001.212.001
25509	02/29/16	PERS RETIREMENT CONT	15639				N M 001.210.004
25509	02/29/16	PERS RETIREMENT CONT	15639				N M 001.212.001
25509	02/29/16	PERS RETIREMENT CONT	15639				N M 001.4190.004
25509	02/29/16	PERS RETIREMENT CONT	15639				N M 001.210.004
25509	02/29/16	PERS RETIREMENT CONT	15639				N M 001.212.001
25509	02/29/16	PERS RETIREMENT CONT	15639				N M 001.4190.004
25509	02/29/16	PERS RETIREMENT CONT	15639				N M 001.210.004
25509	02/29/16	PERS RETIREMENT CONT	15639				N M 001.212.001
							*CHECK TOTAL
25510	02/29/16	SAN DIMAS EMPLOYEES	15995				N M 001.210.004
25511	02/29/16	U.S. BANK	10590				N M 001.210.014
25511	02/29/16	U.S. BANK	10590				N M 001.212.014
							*CHECK TOTAL
25512	02/29/16	VANTAGEPOINT TRANSFE	17090				N M 001.210.004
25512	02/29/16	VANTAGEPOINT TRANSFE	17090				N M 001.212.001
							*CHECK TOTAL
25513	02/29/16	WAGE WORKS INC	10677				N M 001.210.004
25514	02/29/16	VALDIVIA/STEVEN	12134				N M 001.4190.020.000
25514	02/29/16	VALDIVIA/STEVEN	12134				N M 001.4190.033.000
25514	02/29/16	VALDIVIA/STEVEN	12134				N M 001.4309.021.000
25514	02/29/16	VALDIVIA/STEVEN	12134				N M 001.4310.021.000
25514	02/29/16	VALDIVIA/STEVEN	12134				N M 001.4342.033.000
25514	02/29/16	VALDIVIA/STEVEN	12134				N M 001.4190.033.000
							*CHECK TOTAL
25515	02/29/16	ACEC CALIFORNIA	.00001				N M 001.4309.016.000
25516	02/29/16	BUSINESS CARD	11930				N M 001.4110.021.000
25516	02/29/16	BUSINESS CARD	11930				N M 001.4120.021.000
25516	02/29/16	BUSINESS CARD	11930				N M 001.4130.021.000
25516	02/29/16	BUSINESS CARD	11930				N M 001.4140.021.000
25516	02/29/16	BUSINESS CARD	11930				N M 001.4150.021.000
25516	02/29/16	BUSINESS CARD	11930				N M 001.4430.021.000

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
BANK OF AMERICA								
25520	02/29/16	CA-STATE DISBURSEMEN	11611 P/E 2/27/16	567.69				N M 001.210.004
25521	02/29/16	CALLIF PERS RETIREMEN	15048 EMP DED FEB FOR MAR 5	231.18				N M 001.210.004
25521	02/29/16	CALLIF PERS RETIREMEN	15048 CITY PORT FEB FOR MAR 4	456.56				N M 001.210.004
25521	02/29/16	CALLIF PERS RETIREMEN	15048 RETIREE PERS FEB FO	875.00				N M 001.210.004
25521	02/29/16	CALLIF PERS RETIREMEN	15048 ADMIN FEE FEB FOR MAR	208.51				N M 001.4190.200.005
				57,471.25				N M 001.4190.200.002
								*CHECK TOTAL
25522	02/29/16	DELTA DENTAL INSURAN	15140 CITY PORT FEB FOR MAR	822.13				N M 001.212.001
25523	02/29/16	DELTA DENTAL OF CALI	11973 EMP DED FEB FOR MAR/16	89.09				N M 001.210.004
25523	02/29/16	DELTA DENTAL OF CALI	11973 CITY PORT FEB FOR M	390.35				N M 001.212.001
25523	02/29/16	DELTA DENTAL OF CALI	11973 EMP PYMT FEB FOR MAR	141.19				N M 001.4190.200.002
				2,620.63				*CHECK TOTAL
25524	02/29/16	EMPLOYMENT DEVELOPME	12343 SIT P/E 2/27/16	9,104.33				N M 001.210.004
25525	02/29/16	GUARDIAN - APPLETON	12986 EMP DED FEB FOR MAR/1	321.76				N M 001.210.004
25525	02/29/16	GUARDIAN - APPLETON	12986 CITY PORT FEB FOR M	8,724.99				N M 001.4190.200.018
				9,116.75				*CHECK TOTAL
25526	02/29/16	INLAND EMPIRE UNITED	17060 EMP DED FEB/16	270.00				N M 001.210.004
25527	02/29/16	LINCOLN NATIONAL LIF	14286 EMP DED P/E 2/27/16	565.00				N M 001.210.004
25527	02/29/16	LINCOLN NATIONAL LIF	14286 CITY PORT P/E 2/27/16	804.16				N M 001.212.001
				1,369.16				*CHECK TOTAL
25528	02/29/16	NATIONWIDE RETIREMNT	14735 EMP DED P/E 2/27/1	28,731.70				N M 001.210.004
25528	02/29/16	NATIONWIDE RETIREMNT	14735 CITY PORT P/E 2/27/	36,309.03				N M 001.212.001
				12,293.93				*CHECK TOTAL
25529	02/29/16	PERS RETIREMENT CONT	15639 EMP 7% P/E 2/27/16	12,293.93				N M 001.210.004
25529	02/29/16	PERS RETIREMENT CONT	15639 CITY 14.194% P/E 2/2	14,023.46				N M 001.212.001
25529	02/29/16	PERS RETIREMENT CONT	15639 SURVIVIOR P/E 2/27/16	37.66				N M 001.210.004
25529	02/29/16	PERS RETIREMENT CONT	15639 EMP 6.25% P/E 2/27/1	1,416.39				N M 001.210.004
25529	02/29/16	PERS RETIREMENT CONT	15639 CITY 6.25% P/E 2/27/1	1,416.39				N M 001.210.004
25529	02/29/16	PERS RETIREMENT CONT	15639 SURVIVIOR P/E 2/27/16	10.23				N M 001.210.004
				29,250.45				*CHECK TOTAL
25530	02/29/16	U.S. BANK	10590 EMP DED P/E 2/27/16	889.79				N M 001.210.014
25530	02/29/16	U.S. BANK	10590 CITY PORT P/E 2/27/16	1,076.34				N M 001.212.014
				2,405.00				*CHECK TOTAL
25531	02/29/16	VANTAGEPOINT TRANSFE	17090 EMP DED P/E 2/27/16	2,405.00				N M 001.210.004
25531	02/29/16	VANTAGEPOINT TRANSFE	17090 CITY PORT P/E 2/27/16	2,655.00				N M 001.212.001
				51.08				*CHECK TOTAL
25532	02/29/16	VISION SERVICE PLAN	17182 EMP DED FEB FOR MAR/16	51.08				N M 001.210.004
25532	02/29/16	VISION SERVICE PLAN	17182 VISION FEB FOR MAR/16	927.80				N M 001.212.001
25532	02/29/16	VISION SERVICE PLAN	17182 EMP PYMT FEB FOR MAR/1	1,028.94				N M 001.4190.200.002
				1,028.94				*CHECK TOTAL

ACS FINANCIAL SYSTEM
03/01/2016 17:12:45

WARRANT DATE VENDOR
BANK OF AMERICA

25533 02/29/16 WAGE WORKS INC
25534 02/29/16 WAGE WORKS INC
25534 02/29/16 WAGE WORKS INC
153913 02/29/16 DFM ASSOCIATES
BANK OF AMERICA

Disbursement Journal

DESCRIPTION AMOUNT CLAIM INVOICE PO#
10677 UNREIM MED P/E 2/27/1 877.08
10677 ADMIN FEE FEB/16 90.00
10677 ADMIN FEE-OPTIONAL FEB/ 35.00
*CHECK TOTAL
10724 WR #153913 VOID 54.50CR
TOTAL 631,211.48

GL540R-V07.27 PAGE 5
CITY OF SAN DIMAS

F 9 S ACCOUNT

N M 001.210.004
N M 001.210.004
N M 001.4190.200.002
N M 001.4120.021.000

ACS FINANCIAL SYSTEM
03/01/2016 17:12:45
WARRANT DATE VENDOR
REPORT TOTALS:

GL540R-V07.27 PAGE 6
CITY OF SAN DIMAS
F 9 S ACCOUNT

Disbursement Journal
DESCRIPTION AMOUNT CLAIM INVOICE PO#
631,211.48

RECORDS PRINTED - 000144

ACS FINANCIAL SYSTEM
03/01/2016 17:12:45

FUND RECAP:

FUND	DESCRIPTION	
001	GENERAL FUND	
012	INFRASTRUCTURE REPLACEMENT	
053	GOLF COURSE MAINT & OPERATIO	
070	EQUIPMENT REPLACEMENT	
110	TRUST AND AGENCY	
TOTAL	ALL FUNDS	

Disbursement Journal

DISBURSEMENTS

590,262.69
39,487.30
235.87
658.10
631,211.48

BANK RECAP:

BANK	NAME	
CHEK	BANK OF AMERICA	
TOTAL	ALL BANKS	

DISBURSEMENTS

631,211.48
631,211.48

GL060S-V07.27
GL540R
CITY OF SAN DIMAS
RECAPPAGE

03/15/2016

WARRANT REGISTER

Ck#'s 154440-154538

Total: \$508,885.26

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal
AMOUNT

CLAIM INVOICE

PO#

F 9 S ACCOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
154470	03/15/16	GOLDEN STATE WATER C	16328	INSTALL COST COPPER S	597.88		N D 012.4841.650.002
154471	03/15/16	GRAINGER	12944	DRAIN SEAL	506.21		N D 001.4342.033.000
154471	03/15/16	GRAINGER	12944	DRAIN SEAL	781.86		N D 001.4342.033.000
154471	03/15/16	GRAINGER	12944	CREDIT TO INV#9027649	506.21		N D 001.4342.033.000
154471	03/15/16	GRAINGER	12944	WEATHER TOOL BOX	144.18		N D 001.4342.033.000
					926.04		N D 001.4342.033.000
							N D 001.4342.033.000
154472	03/15/16	GREEN/MARGIE	12496	GREEN MTG 2/4 & 2/18/	100.00		M D 001.4309.021.001
154473	03/15/16	GURTORY/JASON	.00001	ADD'L DUE CITE#49916	45.00		N D 001.332.001
154474	03/15/16	HIRSCH PIPE & SUPPLY	10690	VLV REPAIR KIT,PCP FL	898.98		N D 020.4410.927.003
154475	03/15/16	HOLLIDAY ROCK COMPAN	13195	FOB SHEET MIX,EMULSIO	378.00		N D 001.4341.033.000
154476	03/15/16	HOME DEPOT CREDIT SE	13192	48"DIGITAL LASER LEVE	173.31		N D 008.4414.033.000
154477	03/15/16	INFOTOX INC	10557	907 AVE.LOMA VISTA	225.00		N D 040.4112.820.821
154478	03/15/16	INLAND EMPIRE	13575	STUDENT GOVERNMENT DAY	625.50		N D 072.4125.434.000
154479	03/15/16	JAM SERVICES, INC.	11534	MODULE PEDESTRIAN H	2,517.90		N D 007.4345.020.003
154480	03/15/16	JOHNNY ALLEN TENNIS	11772	INSTR. TENNIS 2/9-3/	1,520.48		M D 001.4420.020.000
154481	03/15/16	KELSOE & ASSOCIATES	13848	CTRL SURVEY,FEILD,M	4,660.00		N D 007.4341.041.000
154482	03/15/16	KNOX/JAMES	11014	GIS CONSULTING SERV	1,073.00		M D 001.4310.020.007
154483	03/15/16	L.A. CO: AGRICULTURA	10143	WEED & PEST ABATEME	3,111.24		N D 001.4341.024.020
154483	03/15/16	L.A. CO: AGRICULTURA	10143	WEED & PEST ABATEME	7,911.24		N D 012.4841.813.003
154484	03/15/16	L.A. CO: DEPT OF PUB	14297	IND WASTE W0368010	628.87		N D 005.4310.020.002
154484	03/15/16	L.A. CO: DEPT OF PUB	14297	TS MAINT. DDG	101.19		N D 005.4310.020.002
154484	03/15/16	L.A. CO: DEPT OF PUB	14297	TS MAINT. DDG	52.73		N D 007.4345.022.001
					782.79		N D 007.4345.022.001
154485	03/15/16	LAM/HOLLY	.00004	REFUND,CUSTOMER W/DREW	80.00		N D 001.367.001
154486	03/15/16	LAWRENCE ROLL-UP DOO	10436	PREVENTIVE MAINT.10DO	356.00		N D 001.4342.020.003
154487	03/15/16	LEAD TECH ENVIRONMEN	12447	704 ORANGEWOOD LANE	185.00		N D 040.4112.820.821
154488	03/15/16	LIFT TEK	10249	LABOR & SVCS, SUPPLIE	148.58		M D 001.4342.020.001
154489	03/15/16	LIGHT BULBS ETC. LIG	11190	BULBS SPLEX TENNIS CO	324.21		N D 020.4410.605.002
154490	03/15/16	LOS ANGELES SUPERIOR	15370	DEC 15 CITATIONS	3,446.00		N D 001.332.001
154490	03/15/16	LOS ANGELES SUPERIOR	15370	DEC 15 CITATIONS	3,446.00		N D 001.332.001

*CHECK TOTAL
1280 M
1280 M
PW-16021108823
PW-16021109107
PW-16021109107
*CHECK TOTAL

DECEMBER2015
DECEMBER2015

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT
154490	03/15/16	LOS ANGELES SUPERIOR	JAN 16 CITATIONS	3,953.60
154490	03/15/16	LOS ANGELES SUPERIOR	JAN 16 CITATIONS	3,988.40
154490	03/15/16	LOS ANGELES SUPERIOR	NOV 15 CITATIONS	3,720.00
154490	03/15/16	LOS ANGELES SUPERIOR	NOV 15 CITATIONS	13,899.50
154491	03/15/16	LOWE'S HOME IMPROVEM	DOG PK DRINKING FOUNTA	31.34
154491	03/15/16	LOWE'S HOME IMPROVEM	SMOKE/CARBON MONOX	124.19
154491	03/15/16	LOWE'S HOME IMPROVEM	CLX ACTIVE CHLORINE	202.09
154491	03/15/16	LOWE'S HOME IMPROVEM	PAINT SUPPLIES	47.24
154491	03/15/16	LOWE'S HOME IMPROVEM	HTCP DRINKING FOUNTAIN	42.29
154491	03/15/16	LOWE'S HOME IMPROVEM	8CT WHITE SHEET METAL	333.77
154492	03/15/16	MAGIC JUMP RENTALS I	BOUNCERS FAMILY FESTI	438.00
154493	03/15/16	MARSAN TURF & IRRIGA	HUNTER POP UP MARLX S	264.87
154493	03/15/16	MARSAN TURF & IRRIGA	PVC PIPE,SCH80 90 ELL	293.06
154494	03/15/16	MARTINEZ/TOMAS	REFUND DEPOSIT 2/27/1	500.00
154495	03/15/16	MATHISEN OIL COMPANY	GASOLINE REGULAR	1,323.61
154495	03/15/16	MATHISEN OIL COMPANY	DIESEL FUEL	2,148.32
154496	03/15/16	MC LAY SERVICES INC	NEW BELL & PUMP @WA	1,295.00
154496	03/15/16	MC LAY SERVICES INC	PREVENTIVE MAINT.FEB	1,405.00
154497	03/15/16	MIA LEHRER & ASSOCIA	LANDSCAPE DESIGN SVCS	825.00
154498	03/15/16	MOLINA/TOMAS E.	MOLINA MTG 2/4 & 2/18	100.00
154499	03/15/16	MORAVEK/DIAN	REFUND,UNABLE TO ATTEN	10.00
154500	03/15/16	OFFICE SOLUTIONS	OFFICE SUPPLIES	807.47
154500	03/15/16	OFFICE SOLUTIONS	DESK STAPLER	10.69
154500	03/15/16	OFFICE SOLUTIONS	OFFICE SUPPLIES	28.80
154501	03/15/16	ORIENTAL TRADING COM	FAMILY FESTIVAL PRIZE	1,057.16
154502	03/15/16	PARTIES UNLIMITED	FINAL PYMT,CASINO NIG	431.64
154503	03/15/16	PHOENIX GROUP INFORM	ADMINISTRATIVE CITATIO	11.82
154503	03/15/16	PHOENIX GROUP INFORM	REGULAR CITATIONS	1,044.17
154504	03/15/16	PITNEY BOWES INC	RENTALS CHARGES	1,055.99
154504	03/15/16	PITNEY BOWES INC	RENTALS CHARGES	258.34

F 9 S ACCOUNT

PO#

CLAIM INVOICE

N	D	001	332	001
N	D	001	332	001
N	D	001	332	001
N	D	001	332	001
N	D	001	332	001
N	D	020	4410	927.003
N	D	001	4342	033.000
N	D	001	4342	033.000
N	D	001	4411	033.000
N	D	001	4411	033.000
N	D	001	4412	033.000
N	D	001	4420	019.000
N	D	020	4410	927.003
N	D	020	4410	927.003
N	D	001	341	002
N	D	001	4342	011.001
N	D	001	4342	011.001
N	D	003	4410	015.000
N	D	053	4410	023.000
N	D	012	210	001
M	D	001	4309	021.001
N	D	001	367	001
N	D	001	4190	030.000
N	D	001	4190	030.000
N	D	001	4190	030.000
N	D	001	4420	033.000
M	D	001	4420	013.003
N	D	001	4308	020.000
N	D	001	4210	411.000
N	D	001	4190	019.000

JANUARY	2016
JANUARY	2016
JANUARY	2016
NOVEMBER	2015
NOVEMBER	2015
*CHECK	TOTAL
01044	
02941	
20209	
60211	
60911	
902512	
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138046	
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676285968-01	
MARCH 4,2016	
0120161188	
01201688	
*CHECK	TOTAL
364858	

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

PO# F 9 S ACCOUNT

CLAIM INVOICE

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
154533 03/15/16	VAN GAALEN CONSTRUCT	11118 STAIR BEAM REPAIR	1,765.00	25175		N D 001.4430.023.000
154534 03/15/16	VAN OOSTEN/LUCIEN F.	10713 INSTR.GRAPHITE 1/14-3	482.80			M D 001.4420.020.000
154535 03/15/16	VERIZON	10469 1235259413 INTERNET	139.29			N D 001.4190.020.034
154535 03/15/16	VERIZON	10469 909 322-8258	37.74			N D 001.4190.020.034
154535 03/15/16	VERIZON	10469 105228503876 INTERNET	18.91			N D 001.4190.020.034
154535 03/15/16	VERIZON	10469 909 592-3928	139.77			N D 001.4190.020.034
			545.00	*CHECK TOTAL		
154536 03/15/16	WALTERS WHOLESAL E	10860 PIONEER PRK SEC LIGHTS	15.96	2321319-00		N D 008.4414.033.000
154537 03/15/16	WATERLINE TECHNOLOGI	10242 HYPOCHLORITE SOLUTION	223.45	5330116		N D 001.4430.033.000
154538 03/15/16	WEST COAST ARBORISTS	12070 15-16 TREE MAINTEN	10,450.60	112950		N D 008.4415.020.008
	BANK OF AMERICA	TOTAL	508,885.26			

ACS FINANCIAL SYSTEM
03/02/2016 13:42:26
WARRANT DATE VENDOR
REPORT TOTALS:

DESCRIPTION Disbursement Journal
AMOUNT
508,885.26

GL540R-V07.27 PAGE 10
CITY OF SAN DIMAS
F 9 S ACCOUNT
PO#

CLAIM INVOICE

RECORDS PRINTED - 000287

ACS FINANCIAL SYSTEM
03/02/2016 13:42:26

Disbursement Journal

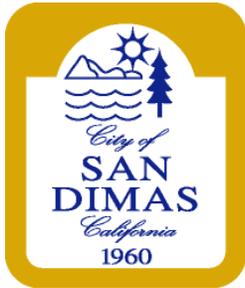
CITY OF SAN DIMAS
GL060S-V07.27 RECAPPAGE
GL540R

FUND RECAP:
FUND DESCRIPTION
001 GENERAL FUND
006 WALKER EXPANSION
007 SEWER EXPANSION
008 CITY WIDE LIGHTING DISTRICT
012 LANDSCAPE PARCEL TAX
020 INFRASTRUCTURE REPLACEMENT
027 COMMUNITY PARK DEVELOPMENT
034 CIVIC CENTER PARKING DIST
038 HOUSING AUTHORITY 2-1-12
040 SUCCESSOR AGENCY CC 2-1-12
053 COMMUNITY DEVELOPMENT & OPERATION
072 GOLF COURSE MAINTENANCE
073 PROP A LOCAL TRANSPORTATION
075 PROP C LOCAL TRANSPORTATION
110 LANDSCAPE MAINTENANCE DIST
TRUST AND AGENCY
TOTAL ALL FUNDS

DISBURSEMENTS
93,588.70
2,743.67
25,209.03
237,523.02
3,327.02
277.42
470.00
2,248.44
57,054.71
1,806.88
508,885.26

BANK RECAP:
BANK NAME
CHEK BANK OF AMERICA
TOTAL ALL BANKS

DISBURSEMENTS
508,885.26
508,885.26



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
March 8, 2016

From: Blaine Michaelis, City Manager

Initiated by: Debra Black, Assistant City Clerk

Subject: City's Conflict of Interest Code

SUMMARY

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. The city last reviewed its code in March of 2014.

BACKGROUND

A conflict of interest code tells public officials, government employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). It is the basis for the transparency that California's Political Reform Act requires of public officials.

DISCUSSION/ANALYSIS

The city last reviewed its Conflict of Interest Code in March 2014 and at that time found it to be in compliance. This year's review found that in 2015 there were title changes to existing positions and reinstated some positions that had been previously eliminated and thus the code should be updated.

Modifications and Additions

The Planning Manager and Public Works Inspector positions were reinstated in December of 2015 and these positions had previously been required to file a Form 700. In April of 2015 the positions of Administrative Services Manager and Accounting Supervisor were created; and the position of IS Application Analyst was changed to IS Administrator. All three of these positions have been identified as designated positions that are required to file a Form 700.

RECOMMENDATION

Adopt the updated Conflict of Interest Code.

Respectfully submitted,

Debra Black
Assistant City Clerk

Attachments:
Resolution 2016-16

RESOLUTION 2016-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS AMENDING A STANDARDIZED CONFLICT OF INTEREST CODE FOR DESIGNATED EMPLOYEES OF THE CITY OF SAN DIMAS

WHEREAS, the Political Reform Act of 1974, California Government Code Sections 87300-87313, requires that government entities in the State of California adopt Conflict of Interest Codes; and

WHEREAS, In 1980 the City of San Dimas adopted a Conflict of Interest Code, including procedures for filing Statements of Economic Interests as stated therein; and

WHEREAS, from time to time it is necessary to amend the list of Designated Positions and Disclosure Categories, because of the establishment and deletion of City positions, and additions and amendments to State laws, regulations or interpretations thereof; and

WHEREAS, the Mayor, City Council, City Manager, City Attorney, City Treasurer and members of the Planning Commission are required to file Statements of Economic Interests under State Government Code Sections 87200-87210.

WHEREAS, the City Council last adopted the terms of 2 Cal. Adm. Code Section 18730 in March of 2014. State law requires that the Council review the Conflict of Interest Code in even numbered years.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The terms of 2 Cal. Adm. Code Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission along with the attached Appendices in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of San Dimas.
2. This Resolution supersedes that previous Resolution 2014-16 which reviewed the Conflict of Interest Code for designated employees in the City of San Dimas and found that no changes were required.
3. City staff has reviewed the Conflict of Interest Code presented in 2014 by the adoption of Resolution 2014-16, including the designated positions (the positions for which the employees that hold the positions are required to file statements of economic interest), and is recommending to the City Council that the Code be amended by the adoption of a revised Appendix "A" to the Conflict of Interest Code.
4. Staff has revised Appendix "A" to the Conflict of Interest Code to reflect the addition and deletions of positions.

5. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 8th day of March 2016.

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

ATTEST:

Debra Black, Assistant City Clerk

I, Debra Black, Assistant City Clerk of the City of San Dimas, do hereby certify that the foregoing Resolution 2016-15 was adopted at a regular meeting of the City Council of the City of San Dimas at its regular meeting of March 8th, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Black, Assistant City Clerk

APPENDIX A

DESIGNATED POSITIONS

DESIGNATED EMPLOYEES

CATEGORIES

Administrative & Finance

Assistant City Manager	1,2,3,4,5,6,7
Assistant City Attorney	1, 2, 6
<u>Accounting Supervisor</u>	<u>1,2,5,7</u>
Finance Manager Administrative <u>Services Manager</u>	1, 2, 5, 7
IS Applications Analyst <u>IS Administrator</u>	1, 2, <u>3</u> , 6, 7
Consultants*	1, 2, 6

Parks & Recreation

Parks & Recreation Director	1, 2, 6, 7
Recreation Services Manager	2, 4, 7
Facilities Manager	2, 4, 7
Landscape Maintenance Manager	2, 4, 7

Public Works

Public Works Director	1, 2, 3, 4, 6, 7
Senior Engineer	1, 2, 3, 4, 6, 7
Public Works Maintenance Superintendent	2, 4, 7
Associate Engineer	1, 2, 3, 4, 6, 7
<u>Public Works Inspector</u>	<u>1, 2, 3, 4, 6, 7</u>

Development Services

Assistant City Manager of Community Development	1, 2, 3, 4, 6
<u>Planning Manager</u>	<u>1, 2, 3, 4, 6</u>
Senior Planner	1, 2, 3, 4, 6
Associate Planner	1, 2, 3, 4, 6
Assistant Planner	1, 2, 3, 4, 6
Code Compliance Officer	1, 2, 3, 4, 6
Building & Safety Superintendent	1, 2, 3, 4, 6, 7
Building Inspector	1, 2, 3, 4, 6

* With respect to Consultant, the City Manager may determine in writing that a particular Consultant is hired to perform a range of duties that are limited in scope, and thus the requirements described in these categories. Such determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The determination shall be retained by the City Manager as filing officer. Nothing herein excuses any Consultant from any other provisions of this Code.

APPENDIX B

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property which the designated employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and management positions in, and sources of income from, all business entities that do business or own real property in the City, plan to do business or own real property in the City within the next year or have done business or owned real property in the City within the past two years.

Category 2: All interest in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the City.

Category 3: All investments and management positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year or have been subject to such authority within the past two years.

Category 4: All investments in, and sources of income from, business entities that are engaged in land development, construction of the acquisition or sale of real property in the City, plan to engage in such activities in the City within the next year or have engaged in such activities in the city within the past two years.

Category 5: All investments and management positions in and sources of income from, business entities that are banking, savings and loan or other financial institutions.

Category 6: All investments and management positions in, and sources of income from, business entities that provide services, supplies, materials, machinery or equipment of a type purchased or leased by the City.

Category 7: All investments and management positions in, and sources of income from business entities that provide services, supplies, materials, machinery or equipment of a type used or administered by the Designated Employee's Department.



MINUTES
SPECIAL CITY COUNCIL MEETING
TUESDAY, FEBRUARY 23, 2016 5:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
CONFERENCE ROOM
245 E. BONITA AVENUE

PRESENT:

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

City Manager Blaine Michaelis
Assistant City Manager Ken Duran
City Attorney Mark Steres
Assistant City Manager for Community Development Larry Stevens
Director of Public Works Krishna Patel
Director of Parks and Recreation Theresa Bruns
Administrative Services Manager Michael O'Brien
Sheriff's Department Lt. Andy Berg

1. CALL TO ORDER

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

2. ORAL COMMUNICATIONS

a. Members of the Audience

Alline Kranzer commented that she feels the City should allow or provide pole banners on light poles east of San Dimas Ave. for community activities.

3. STUDY SESSION – Mid-Year 2015-16 Budget Review and FY 2016-17 Budget Preparation

City Manager Michaelis reported that the Study Session will consist of a mid-year budget report and discussion of objectives for the 2016-17 budget preparation.

Assistant City Manager Duran provided an overview of his mid-year budget report staff report summarizing that collectively budgeted revenues are on target to meet budget projections and general fund expenditures should be at or below budget.

Parks and Recreation Director Bruns provided an update on the status of parks and facilities capital improvement projects in the current fiscal year.

Council member Badar commented that he heard from a resident that there may be a problem with a swing at Via Verde Park. Director Bruns responded that Parks staff performs monthly inspections of all equipment and staff will recheck the equipment. In response to another question Director Bruns

commented that the snack bar building at Pioneer Park is used by the City for the summer program and Autism Youth League.

Senior Engineer Garwick provided an update on the status of public works capital improvement projects for the current fiscal year.

In response to a question regarding electrical upgrades for the Bonita Ave. project Ms. Garwick stated that new conduit and circuits will be installed as part of the project.

In response to a question Ms. Garwick explained the plan to bow out a portion of the curb line at Rhoads Park to provide more room for tree roots and improve the existing drainage problem. Mayor Morris commented that the Council's previous direction was for the walking path to be to the south of the park rather than along the curb. There was discussion by the Council on the location of the path. Mr. Michaelis responded that staff will redesign the proposed improvements to move the path to the south and still address the drainage and tree root issues.

Assistant City Manager for Community Development Larry Stevens provided an update on the status of community development projects for the current year.

Mr. Stevens reported that staff is reviewing the surveys from the Walnut Creek Open Space open house and the CEQA review will be brought back to the Council before year end. There was Council discussion on the open house and public feedback. Councilmember Ebiner commented that there should be another public meeting to get feedback on the proposed plan before it comes back to the City Council. Councilmember Badar added that he felt another public meeting could be helpful. Mayor Morris commented that he has a serious problem with not doing anything with the property.

In response to a question regarding building a new house on the Taylor property Mr. Stevens commented that the decision to sell or rent the new house has not been made yet. Mayor Morris commented that he is not sure a 2 car garage is appropriate for the property and that the house should be as close to the original as possible.

Assistant City Manager Duran provided an update on the status of administration department projects for the current year.

Mr. Duran outlined the budget goals for 2016-17.

Mayor Pro Tem Templeman suggested that staff discuss with the Sheriff's Department the benefits of installing cameras at strategic locations in the City. Councilmember Badar added that having license plate readers at intersections could be helpful. Lt. Berg commented that license plate readers can be very helpful and added there are current issues being reviewed about their legality.

In response to a question Ms. Bruns commented that parks needs assessment conducted by the Parks and Recreation Commission provided some useful information to the County for their county-wide assessment but for now the Departments priority is to complete projects already underway or planned.

Mr. Duran provided an overview of Special Funds that fund capital equipment and projects. He reviewed the funding sources, restrictions and four year projections for each. Mayor Morris suggested it would be helpful to compare capital spending versus depreciation of capital assets.

The Council discussed the suggestion by Ms. Kranzer regarding pole banners and asked staff to meet with her to get more information on her ideas and bring a recommendation back as a part of the budget.

4. ADJOURNMENT The Study Session adjourned at 6:35 p.m.



MINUTES
REGULAR CITY COUNCIL
TUESDAY, FEBRUARY 23, 2016, 7:00 P. M.
SAN DIMAS COUNCIL CHAMBER
245 E. BONITA AVENUE

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

CITY COUNCIL:

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

STAFF:

City Manager Blaine Michaelis
Assistant City Manager Development Services Larry Stevens
Assistant City Manager Administrative Services Ken Duran
City Attorney Mark Steres
Director of Parks and Recreation Theresa Bruns
Public Works Senior Engineer Shari Garwick
Assistant City Clerk Debra Black

1. CALL TO ORDER FLAG SALUTE

Student Mayor Even Celaya opened the meeting and led the flag salute AT 7:00 p.m.

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

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

a. Members of the Audience

- 1) Cheryl Panzer representing the Chamber of Commerce announced Saint Patrick's Day event at the Plummer Building.

4. CONSENT CALENDAR

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

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

- a. **RESOLUTION NO. 2016-11**, A Resolution of the City Council of the City of San Dimas approving certain demands for the month of February, 2016.
- b. **ORDINANCE 1243**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA INTRODUCING ORDINANCE 1243 TO REFLECT THE CORRECT RECOMMENDED MILES PER HOUR SPEED LIMIT FOR SAN DIMAS AVENUE (LOOP JUNCTION) TO 30 MPH (**SECOND READING AND ADOPTION**)
- c. **ORDINANCE 1242**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA ADOPTING MUNICIPAL CODE TEXT AMENDMENT 15-05 WHICH WILL AMEND CHAPTERS 5.77, 5.28 AND 5.32 TO COMPLY WITH ASSEMBLY BILL 1147 RELATING TO HOW MASSAGE BUSINESSES ARE ALLOWED TO BE PROCESSED, OPERATED AND INSPECTED WITHIN THE CITY (**SECOND READING AND ADOPTION**)
- d. Commencing Proceedings for Annual Levy of Assessments for Open Space Maintenance Districts
 - 1) **RESOLUTION NO. 2016-12**, A Resolution of the City Council of the City of San Dimas authorizing the City Engineer to proceed with the preparation of annual reports for the annual Levy of Assessments for the Boulevard Open Space Maintenance District (TR 32818).
 - 2) **RESOLUTION NO. 2016-13**, A Resolution of the City Council of the City of San Dimas authorizing the City Engineer to proceed with the preparation of annual reports for the annual Levy of Assessments for the Northwoods Open Space Maintenance District (TR 32841)
- e. Approval of minutes for the City Council meeting of February 9, 2016.
- f. Authorize the Appropriation of an Additional \$6,254.40 in Fund 70 of the FY 2015-16 Budget to complete the purchase and replacement of vehicle Unit #23

ACTION: By motion and seconded (Councilmember Bertone/Councilmember Badar) to approve consent calendar as presented. Motion carried by unanimous vote.

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

END OF CONSENT CALENDAR

5. OTHER BUSINESS

- a. Update on Conceptual Projects Currently in Development to Meet Municipal Stormwater Permit Compliance NPDES Permit

Senior Engineer Shari Garwick presented staff's report on this item.

Councilmember Templeman asked staff to be sure they look into the prevention of a mosquito infestation during the process.

Recommended Action: Receive and file.

- b. Waste Management update on 2015 Activities

Teri Muse Waste Management Representative presented updates.

Assistant City Manager Ken Duran expanded on the area of organics recycling requirements.

In response to Student Councilmember, Ms. Muse stated that some of the businesses lack of participation is because of the changes it would mean to their daily operations.

Recommended Action: Receive and file.

- c. Authorize revisions to City's Records Retention Schedule

Assistant City Clerk Debra Black presented staff's report on this item.

Councilmember Bertone asked if this action was a directive from the State.

City Attorney Mark Steres replied that there are certain records within the schedule that the State requires be retained permanently but the schedule itself is not mandated by the State.

Responding to Councilmember Ebner's question of what percentage of city records are digitized, Mrs. Black replied approximately 60%; however we are still keeping hard copies at this point.

Mr. Duran explained that the city needs to make some modifications to the records management system before the records stored there can be consider permanent. He added that the new Accela System will help the city move toward less paper production.

Recommended Action: Approve revisions to the City's Records Retention Schedule and authorize the City Clerk's Office to amend the schedule when necessary.

Motion: By motion and seconded (Councilmember Bertone/Templeman). The motion passed by unanimous vote.

YES: Badar, Bertone, Ebner, Templeman, Morris

NOES: None

ABSENT: None

ABSTAINED: None

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

- a. Members of the Audience

None

- b. City Manager

Mayor's Call in Show David Hausch Pacific Railroad Society.

- c. City Attorney

Student City Attorney thanked council and staff for hosting the Students in Government Day.

d. Members of the City Council

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

Nothing to report.

2) Individual Members' comments and updates.

Councilmember Templeman provided update on his health and reassured the public that he was doing well.

Councilmember Ebner acknowledged the good job by staff on the Walnut Creek event and announced the upcoming meetings on the future of the Downtown Development.

Councilmember Badar complimented staff on the presentation of the Walnut Creek walk through.

7. ADJOURNMENT

The meeting adjourned at 8:02 p.m. The next City Council meeting will be held on Tuesday, March 8 2016, 7:00 p.m.

Debra Black, Assistant City Clerk

Curtis W. Morris, Mayor



CARL WARREN & COMPANY
Claims Management and Solutions

March 1, 2016

TO: City of San Dimas

ATTENTION: Ken Duran

RE: Claim : Arellano vs. San Dimas
Claimant : Alex Arellano
Member : City of San Dimas
Date Rec'd by Mbr : 2/16/16
Date of Event : 12/15/15
CW File Number : 1931980 TVQ

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Specialist

AN EMPLOYEE-OWNED COMPANY

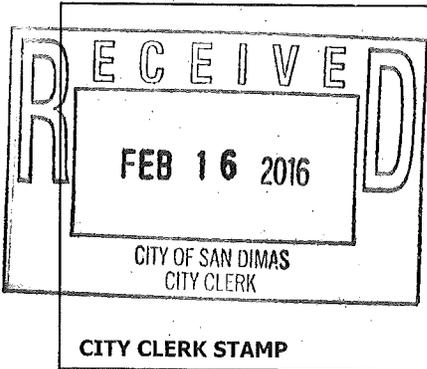
770 S. Placentia Avenue | Placentia, CA 92870

P. O. Box 25180 | Santa Ana, CA 92799-5180

www.carlwarren.com | Tel: 714-572-5200 | 800-572-6900 | Fax: 866-254-4423

CA License No. 2607296

4d



**CLAIM AGAINST THE CITY OF SAN DIMAS
(For damages to Persons or Personal Property)**

Received by AD initials

Via

- U S Mail
- Inter-Office Mail
- Over the Counter

A claim must be filed with the City Clerk of the City of San Dimas within six (6) months after which the incident or event occurred. Be sure your claim is against the City of San Dimas, not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to the City Clerk, the City of San Dimas, 245 E. Bonita Avenue, San Dimas CA 91773-3002.

TO THE HONORABLE MAYOR & CITY COUNCIL, THE CITY OF SAN DIMAS, CALIFORNIA.

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. Name of Claimant ALEX ARELLANO
 - a. Address [REDACTED]
 - b. City [REDACTED] Zip Code [REDACTED]
 - c. Telephone [REDACTED] d. Cell Number [REDACTED]
 - e. Date of Birth [REDACTED] f. Driver's License [REDACTED]
 - g. e-mail: [REDACTED]

2. Name, telephone and post office address to which claimant desires notices to be sent if other than above:

3. Event or occurrence from which the claim arises:
 - a. Date 12-15-15 b. Time 6:45 (a.m./p.m.)
 - c. Place (exact & specific location) WB FOOTHILL BLVD LANE 2 E OF SAN DIMAS AVE

- d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage. (Use additional paper if necessary) TRAVELING WB ROAD CONSTRUCTION TO BRIDGE, ROAD WAS LEFT TO DRIVE ON FROM THE ROAD BASE TO SURFACE BASE. ASPHALT WAS LEFT WITH SHARP EDGE
- e. What particular action by the City, or its employees, caused the alleged damage or injury? LEFT THE HWY EXPOSED WITH A SHARP EDGE ON THE ASPHALT TO TRAVEL ON.

4. Give a description of the injury, property damage or loss, so far as is known at the time to this claim. If there were no injuries, state "no injuries".

NO PERSONNEL INJURY DAMAGE WAS TO TIRES AND RIM.

5. Give the name(s) of the City employee(s) causing the damage or injury:

N/A

6. Name and address of any other person injured:

N/A

7. Name and address of the owner of any damaged property:

8. Damages claims:

- a. Amount claimed as of this date: \$ 426⁰⁰
- b. Estimated amount of future costs: \$ 450⁰⁰
- c. Total amount claimed: \$ 426⁰⁰
- d. Basis for computation of amounts claimed
(attach copies of all bills, invoices, estimates, etc.)

9. Names and addresses of all witnesses, hospitals, doctors, etc.

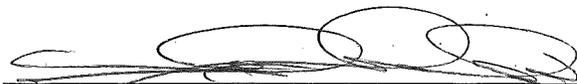
- a. N/A
- b. _____
- c. _____
- d. _____

10. Any additional information that might be helpful in considering this claim:

**WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM!
(Penal Code §72: Insurance Code §556.1)**

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this 10TH day of FEBRUARY, 20 16
at 4:15 PM



Claimant's signature



Agenda Item Staff Report

Date: March 3, 2016

To: Honorable Mayor and Members of City Council
For the Meeting of March 8, 2016

From: Blaine Michaelis, City Manager

Initiated by:  Public Works Department

Subject: Award of Engineering and Geotechnical Design Contracts for design of Proposition 1 Grant Application project for stormwater permit requirements.

SUMMARY

The latest cycle for Proposition 1 (Water Bond) projects is currently open for grant applications. Review of the project evaluation criteria indicates that some of the Green Street projects required by the City's Storm Water Permit may potentially meet the funding criteria. The grant application requires detailed analysis including geotechnical testing and engineering design. Additionally, past history for grant applications has shown that more complete applications stand a better chance of receiving funding. Therefore Staff is requesting Council consider approving funding for engineering design for the grant application. The amount being requested is \$25,000 for DMS Consultants Inc for the civil design of the projects and \$17,500 for Geo-Advantec Inc. for geotechnical design and testing services (for a total of \$42,500).

BACKGROUND

The current Storm Water permit was adopted by the Los Angeles Regional Water Quality Control Board in 2012. This permit introduced strict discharge limitations on municipal stormwater systems, requiring treatment of both the quality and quantity of the stormwater runoff. The City is required to reduce pollutant levels of the runoff as well as infiltrate or retain the first inch of runoff.

The City partnered with adjacent cities (Claremont, La Verne, Pomona) and developed a Watershed Management Plan designed to meet the stringent requirements of the new permit. One of the advantages of the Plan was to provide time to develop sound methodologies and the ability to implement the plans on a phased as well as regional basis.

This Watershed Management plan requires that the Cities implement a stormwater monitoring plan and provides incremental introduction of pollutant reduction and volumetric reduction in storm water flows over the next 10 years.

Following is the schedule of milestone years where water quality facilities must be designed to capture and divert existing stormwater volumes from receiving water bodies:

Perent Reduction	10%	35%	65%	100%
Milestone Year	2017	2020	2023	2026

To meet these milestones, the City adopted a Low Impact Development Ordinance that requires new large development projects to meet these criteria. The City also adopted a Green Streets Policy that requires new street projects (Capital Improvement Projects) are also required to implement this diversion rate if feasible. However with the timelines as required above, the City will be forced to create capital improvement projects to install water quality facilities to treat and divert stormwater. Below are the projected costs for each mandated phase of compliance (milestone). For instance by the year 2017, runoff from 10% of the City’s acreage must meet the quality and quantity reductions required by the stormwater permit.

	2017 10% Milestone	2020 35% milestone	2023 65% milestone	2026 100% milestone
Total Cost	\$991, 554	\$28,000,000	\$51,000,000	\$79,000,000

DISCUSSION

With the high costs of stormwater compliance, Staff is actively seeking funding sources. This cycle of the Proposition 1 grant appears promising. The grant will fund up to 50% of the cost of the project. This potentially includes retroactive design costs. Initial Proposition 1 Grant applications are due April 15, 2016.

Past experience with these grants shows they are very competitive and require a complete application package that includes essentially complete engineering plans with quantitative assessment of benefits, and renderings. To make the City’s grant application as competitive as possible, staff is requesting that Council consider funding the engineering design of these improvements.

The projects that staff would like to submit for the grant application would treat water pollutants and reduce water runoff through infiltration. The following locations are proposed:

Location	Estimated Construction Costs
Foothill Frontage Road (Foothill west of Birchnell)	\$150,000
Marchant Park (south/east corner)	\$650,000
Calora Street Parkway (at Maimone)	\$325,000

The design costs would be as follows:

Civil Engineering – DMS Consultants	\$25,000
Geotechnical Engineering – GeoAdvantec	<u>\$17,500</u>
Total	\$42,500

Should the City be successful with its application the projected grant funding could reach 50% of the above costs or approximately \$583,750 of the total estimated cost of \$1,167,500 for design and construction of the above projects.

The grant provides a potential funding source for the City to implement storm water permit requirements. Funds were allocated in the budget for FY 2015-2016 to begin implementation of Green Street projects. The projects would be essentially pilot projects and similar systems could be installed in other portions of the City using the same design concepts.

RECOMMENDATION

Staff recommends that the City Council take the following actions with respect to the Proposition 1 Grant Application:

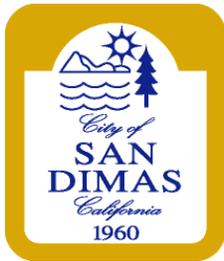
1. Award Design of the water quality facilities to DMS Consultants for \$25,000 and Geotechnical Testing of the soils to Geo-Advantec Inc. for \$17,500 for a total Allocation of \$42,500 for the design of Water Quality Best Management Practices to apply for the April 15th Proposition 1 Grant Cycle.

Respectfully submitted,



Shari Garwick
Senior Engineer

02-16-16 sg



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
March 8, 2016

From: Blaine Michaelis, City Manager

Initiated by: Community Development Department

Subject: Consideration of an Agreement with NJD, Ltd. to modify the project approvals to reflect the inclusion of the South 40 parcel within the scope of the project and adjust the potential development rights on both parcels; revise the equestrian trail required by Condition No. 56 of Tentative Tract Map No. 70583 to include an alternate trail; require that developer transfer fee title of approximately fifteen (15) acres of the South 40 parcel that includes the new South 40 Trail and the area located east of the South 40 trail and adjacent to Horsethief Canyon Park to the City with the remaining approximate twenty-five (25) acres of the South 40 parcel to be preserved in a natural state and used as future environmental mitigation; and, waive the City's option to take ownership of 84 acres of open space described in the Development Agreement or any other open space in the project while still preserving it in a natural state.

SUMMARY

With direction from the City Council Staff has been negotiating with NJD regarding various project changes including a density transfer, revised trail location, land transfer to the City and trail construction costs. The revisions are generally consistent with the original project intent and result in a better overall trail system.

Staff recommends approval of the Agreement and adoption of Ordinance 1236.

BACKGROUND

On December 16, 2010 the City Council approved the 61 lot residential development proposed by NJD in the Northern Foothills, including the following entitlements:

- Final EIR (certifying compliance with CEQA and establishing various mitigation measures)
- General Plan Amendment 08-02 (including various text changes to the Land Use Element)
- MCTA 08-04 (approving density and development standard revisions for SP 25)
- Tentative Tract Map 70583 (creating 61 residential development lots)
- Development Agreement

Recently, staff has, with direction from the City Council, discussed certain revisions to the project addressing the “south 40” (which was not included in the original project), location of required equestrian trails and other related matters. The result of those discussions requires various changes to the project and SP 25, including the following:

- Allowing four lots currently permitted on the South 40 (which was not included in the original tract) to be developed within the boundaries of the approved Tentative Tract. [NOTE: That is the primary purpose of MCTA 12-04.] This includes a waiver of all development rights on the south 40. The agreement also provides that the four additional lots must be developed within the currently approved grading footprint and that the developer is required to submit a revised tract Map to effectuate the additional lots [NOTE: An amended Tract Map application has been submitted and is in process.].
- Revising the equestrian trail required per Condition #56 from within the approved tract to the south 40 and a portion of the north 40 connecting to existing trails in Horsethief Canyon Park and San Dimas Canyon Park (County). Portions of this trail will be constructed by the developer and portions will be constructed by the City but paid for by the developer (estimated at \$181,500). [See separate report on alternate trail considerations.]
- Transfer of approximately 15 acres east of the south 40 trail and adjacent to Horsethief canyon Park to the City. The remainder of the south 40 to be preserved in natural state and used as an environmental mitigation bank. The City will also retain the trail in fee.

The project has completed the plan check process for grading, retaining walls, storm drains, streets and utilities but permits have not been issued at this time.

DISCUSSION/ANALYSIS

A brief summary of the primary deal points is as follows:

1. Amend SP 25 to allow 4 additional lots currently allowed on the South 40 to be transferred to the current development area of the approved tract map. Said lots to be located within areas already intended to be disturbed by the approved grading plan. NJD to waive all development rights for the South 40. City to prepare CEQA compliance (Addendum to prior FEIR) for this change. [NOTE: MCTA 12-04 amending SP 25 to implement this deal point has been heard by the City Council but second reading of the associated Ordinance 1236 has been withheld pending completion of this agreement.]
2. NJD shall submit revised Tentative Tract Map delineating these four lots with City to process through normal procedures. [NOTE: NJD has recently submitted a request to amend the Tentative Tract Map and it is in process with a goal of reaching the City Council on April 26.]
3. East/west trail currently located within project shall be replaced by new trail on the north and south 40 as allowed by Tract Map Condition # 56.
4. Paper street in the northeast corner of the NJD property to be abandoned on the Final Map.
5. NJD, as part of mass grading to construct a trail meeting the City standards on the North 40 connecting between the South 40 and the County Poison Oak Trail. Said trail to be conveyed to City in fee.
6. NJD to deposit \$181,500 with City to construct trail on South 40 and on a portion of Horsethief Canyon Park. City will construct trail in coordination with mass grading. Trail to meet City standards. The trail and all property east of it (approximately 15 acres) shall be conveyed to City in Fee.
7. NJD may construct additional fencing on its property to facilitate preservation of areas intended for open space preservation/mitigation.
8. All parties to cooperate regarding construction and future maintenance access.
9. Method of conveyance for all property to the City shall be on the Final Map or by separate record of survey with any survey/engineering costs to be split 50/50.
10. City to release any claims related to the following Development Agreement sections:
 - a. 4.6.1 – opportunity for temporary trail license
 - b. 4.6.2 – future dedication of temporary trail license
 - c. 4.6.3 – \$8000 contribution for equestrian improvements
 - d. 4.7 – opportunity for City to own 84 acres of open space in northeasterly corner

The attached Agreement reflects all of these points. Exhibits to the Agreement are still being completed but will be presented prior to the meeting.

In addition to the Agreement Staff is also bringing forward Ordinance 1236 which facilitates the density transfer. City council concluded a public hearing on the Specific

Plan Amendment and introduced the Ordinance but stayed second reading pending completion of the Agreement.

RECOMMENDATION

Staff recommends that the City Council approve the attached Agreement and adopt Ordinance No. 1236.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Larry Stevens".

Larry Stevens, Assistant City Manager for Community Development

Attachments:

- 1) AGREEMENT TO MODIFY DEVELOPMENTS RIGHTS AND OBLIGATIONS FOR NORTHERN FOOTHILLS PROJECT
- 2) ORDINANCE NO. 1236

**AGREEMENT TO MODIFY DEVELOPMENTS RIGHTS
AND OBLIGATIONS FOR NORTHERN FOOTHILLS PROJECT**

This AGREEMENT TO MODIFY DEVELOPMENT RIGHTS AND OBLIGATIONS FOR NORTHERN FOOTHILLS PROJECT (“**Agreement**”) is entered into as of _____ 2016, by and between the **CITY OF SAN DIMAS**, a general law city & municipal corporation (“**City**”), on the one hand, and **NJD, LTD.**, a Texas limited partnership (“**Developer**”), on the other hand. City and Developer are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement:

A. **Project Area/Northern Parcel.** Developer is the owner of that certain real property consisting of approximately two hundred thirty-seven (237) acres and Phelps-Tointon, Inc., a Delaware corporation (“**Phelps**”), is the owner of that certain real property consisting of approximately forty (40) acres, both of which comprise the project area for a total of approximately two hundred seventy-seven (277) acres located in the City at the southwesterly portion of City’s Specific Plan No. 25, as amended pursuant to Municipal Code Text Amendment 08-04 (“**SP-25**”), which is generally designated as “Planning Area I” of SP-25, as legally described on **Exhibit A-1** attached hereto and incorporated herein by this reference and is shown on the location map attached hereto as **Exhibit B** (“**Project Area Parcel**”).

B. **South 40 Parcel.** Phelps is also the owner of that certain real property consisting of approximately forty (40) acres, which area is more particularly designated by Developer on the tentative tract map for the Project as a “remainder parcel” (pursuant to Condition No. 54 of the Conditions of Approval for the Project) which is legally described on **Exhibit A-2** and generally shown on the location map attached hereto as **Exhibit B** (hereafter, the “**South 40 Parcel**” or “**Planning Area II**” as the context warrants). Phelps consents to Developer binding the forty (40) acres of the Project Area Parcel and the South 40 Parcel to the terms of this Agreement pursuant to that certain Consent and Approval attached hereto as **Exhibit E**, but Phelps is not a party to this Agreement.

C. **Project.** In 2010, Developer obtained from City the necessary approval(s) to construct a project commonly referred to as the “**NJD/Brasada Project**” on the Project Area Parcel consisting of, among other improvements and amenities, sixty-one (61) single-family homes and approximately eighty-four (84) acres of open space (“**Project**”). The Project is fully described in the Final Environmental Impact Report and Project Approvals (as each is hereinafter defined).

D. **Project Approvals.** On or about December 16, 2010, the City Council of the City of San Dimas (“**City Council**”) conditionally approved the Project pursuant to the following entitlements:

(1) a *Final Environmental Impact Report* (SCH#2010051020) which was prepared, circulated and certified in accordance with applicable law, including, without limitation, CEQA, and which established various mitigation measures (“**FEIR**”);

(2) *General Plan Amendment 08-02*, including various text changes to the Land Use Element, approved by the City Council by Resolution No. 2010-68 (“**General Plan Amendment**”);

(3) *Municipal Code Text Amendment (“MCTA”) 08-04*, approving density and development standard revisions for SP-25;

(4) *Tentative Tract Map (“TTM”) No. 70583*, dated October 27, 2010, for the subdivision of the Project Area Parcel into 61 residential lots, lettered common area lots and related improvements, approved by the City Council pursuant to Resolution No. 2010-69 subject to compliance with the Conditions of Approval for TTM No. 70583 (attached as Exhibit A thereto) (“**Conditions of Approval**”); and

(5) *Development Agreement*. On or about January 25, 2011, the City and Developer executed that certain Development Agreement (“**Development Agreement**”) pursuant to which they agreed the Project would be developed in accordance with the Development Agreement, Project Approvals, Conditions of Approval and related applicable provisions of state and local law. The Development Agreement was approved by City pursuant to the provisions of the Development Agreement Act (California Government Code §§ 65864-65869.5) and other applicable laws to eliminate uncertainty in planning and provide for the orderly development of the Project in a manner consistent with the General Plan and SP-25, as amended.

The FEIR, General Plan Amendment (GPA), Municipal Code Text Amendments (MCTA), Conditions of Approval, and Development Agreement are hereinafter collectively referred to as the “**Project Approvals**”.

E. **Negotiations**. Subsequent to the issuance of the Project Approvals and execution of the Development Agreement, City and Developer entered into negotiations regarding potential revisions to the Project to address: (i) development of the adjacent South 40 Parcel, which was not included in the Project as described in the FEIR and Project Approvals; and (ii) construction and maintenance of certain equestrian trails on the Project Area Parcel and South 40 Parcel.

F. **Intent of the Parties**. As set forth in this Agreement, the Parties desire to modify the Project and Project Approvals to accomplish the following:

(1) modify the Project Approvals to reflect the inclusion of the South 40 Parcel within the scope of the Project and adjust the potential development rights on both parcels;

(2) revise the equestrian trail required by Condition No. 56 of the Project Approvals to include an alternate trail; and

(3) require that Developer transfer fee title of approximately fifteen (15) acres of the South 40 Parcel that includes the new South 40 Trail and the area located east of the

South 40 trail and adjacent to Horsethief Canyon Park to the City (the “**Trail Property**,” as hereinafter defined), with the remaining approximate twenty-five (25) acres of the South 40 Parcel to be preserved in a natural state and used as future environmental mitigation, which the Parties anticipate will be transferred and maintained by the Southwest Resource Management Agency (“**SRMA**”) or another acceptable third party conservancy pursuant to a third-party agreement between Developer and the conservancy (the “**South 40 Remainder Parcel**”).

(4) waive the City’s option to take ownership of 84 acres of open space described in the Development Agreement or any other open space in the Project, to allow that property to instead be conveyed to SMRA, to be preserved in a natural state.

ARTICLE 1
AGREEMENT MODIFYING DEVELOPMENT RIGHTS & OBLIGATIONS AND
COMMITMENT TO CONVEY TRAIL PROPERTY TO CITY

The Parties agree that their respective development rights and obligations on the Properties will be modified from that set forth in the Project Approvals and Development Agreement as follows:

1.1 Project Area Parcel: Modified Development Rights & Obligations.

1.1.1 **Project Area Parcel – Developer Rights.** Developer shall be afforded the right to develop up to a maximum of four (4) additional lots (for a total of up to sixty-five (65) lots) within the Project Area Parcel.

1.1.2 **Project Area Parcel – Revisions to TTM.** On or prior to January 29, 2016, Developer will submit a complete application for an amended TTM No. 70583 creating four (4) additional lots to the approved sixty-one (61) single-family residential lots created by TTM No. 70583 (for a total of sixty-five (65)) to the City for the City’s processing and approval. The City shall use reasonable efforts to diligently process the amended TTM No. 70583 application for City Council consideration and approval and shall make a good faith effort to agendize the application for no later than the City Council meeting on April 26, 2016. In compliance with the California Environmental Quality Act (“**CEQA**”) and in connection with the amended TTM No. 70583, the City will prepare an Addendum to the FEIR, which concluded the changes to the Project are minor and would not create any additional environmental impacts. City shall cooperate with Developer in the filing of a Notice of Determination after the City Council’s approval of the TTM.

1.1.3 **Project Area Parcel – Specific Plan Amendment.** Concurrently with or prior to this Agreement, City has processed through its regular entitlement process, a Specific Plan Amendment and related entitlement documents as are reasonably necessary to permit Developer the right to construct up to a maximum of four (4) additional lots within the Project Parcel Area. Costs of such processing have been paid by Developer. In compliance with CEQA and in connection with the Specific Plan Amendment, City has prepared an Addendum to the FEIR, which concluded the changes to the Project are minor and would not create any additional environmental impacts.

1.2 **South 40 Parcel: Developer Waiver of Development Rights.** In consideration of the additional development rights and modified improvement obligations provided by the City for the Developer as set forth in this Agreement, Developer, on behalf of itself, its successors and assigns, hereby covenants and agrees to waive and release all development rights it possesses with respect to the development of the South 40 Parcel. Developer further agrees that the South 40 Parcel shall be designated, controlled and protected as an “open space” and/or “no building area” subject to the restrictions set forth at SP-25, Chapter 18.542, Section 18.542.220 of the San Dimas Zoning Code [Open Space and “No Building Areas”], as the same may be amended from time to time. Developer’s waiver of its development rights in the South 40 Parcel is contingent upon the City’s approval of the amended TTM for the Project, and such waiver of its development rights shall be effective at the time of the City’s approval of the amended TTM, as such approval is defined below in Section 1.3.1.

1.3 **Developer Conveyance of Trail Property to City.**

1.3.1 **Developer Covenant to Convey Trail Property.** In further consideration of the additional development rights and modified improvement obligations provided by the City for the Developer as set forth in this Agreement, Developer agrees that it shall convey to City the fee interest in the approximately fifteen (15) acres of the South 40 Parcel that includes the new South 40 Trail and the area located east of the west edge of the South 40 Trail, to be mutually defined by the Parties (“**Trail Property**”). Developer’s agreement to convey such property is contingent upon the City’s approval of the amended TTM for the Project. For purposes of the preceding sentence, the last sentence of Section 1.2, and Section 4.16, “approval” shall mean the expiration of ninety (90) days after City Council approval of the TTM without any action, lawsuit or moratorium having been filed or adopted that would have any impact on the TTM, or the date that any lawsuit, action, or moratorium is rescinded, defeated, voted down, disapproved, overturned, withdrawn, dismissed or resolved on a non-appealable, non-challengeable and non-revocable basis unconditionally upholding the TTM.

1.3.2 **Trail Property Boundaries.** The Parties agree that the western boundary of the Trail Property is to be mutually determined based upon an engineering assessment in the field which will determine the most appropriate boundary based on the existing topography and existing historic trail location.

1.3.3 **Timing of Conveyance.** The Parties agree that concurrently with the City’s issuance of the grading permit for the Project, Developer shall convey fee title to the Trail Property to City.

1.3.4 **Method of Conveyance.** Developer shall, subject to the right of City to reasonably review and approve the same, convey the Trail Property to City by way of Grant Deed and Record of Survey in a form acceptable to the City, acting in its sole and unfettered discretion. The Trail Property shall be conveyed to City free and clear of any and all encumbrances or other restrictions as evidenced by an owner’s title insurance policy subject to only such exceptions as acceptable to City with coverage in the amount of City’s estimated value of the Trail Property, which title policy shall be paid by Developer. The Parties agree that all reasonable costs for performance of any necessary Record of Survey shall be shared in equal amounts by the City and Developer (“**Survey Costs**”). The current preliminary estimate for the shared Survey Costs is Six Thousand Dollars (\$6,000) for surveying and Three Thousand Two Hundred (\$3,200) for

engineering. With the sole exception of the shared Survey Costs, the Parties agree that any and all costs associated with the conveyance of the Trail Property to the City shall be the sole responsibility of Developer. Upon the execution of this Agreement, the Developer shall pay to the City Four Thousand Six Hundred Dollars (\$4,600) for its estimated share of the Record of Survey. Following an approved Record of Survey and upon application by Developer, the City shall use reasonable efforts to diligently process a Certificate of Compliance for the remainder portion of the South 40 (i.e., the remaining portion of the South 40 after the conveyance of the Trail Property to the City).

1.4 **Miscellaneous.**

1.4.1 **City Agreement Re Costal Sage Mitigation Requirement.** City agrees that, effective upon the conveyance of the Trail Property to City, such transfer shall satisfy any remaining coastal sage required mitigation measure for TTM No. 70583.

1.4.2 **City Relinquishment of Certain Rights.** City agrees that, effective upon the conveyance of the Trail Property to City, Developer shall be relieved from performance of the obligations set forth in sub-paragraphs 4.6.1, 4.6.2, 4.6.3 and 4.7 of the Development Agreement.

ARTICLE 2

REPLACEMENT OF EAST-WEST TRAIL WITH SOUTH 40 TRAIL

2.1 **Existing Obligation.** Developer is obligated under the TTM and related Conditions of Approval for the Project, as well the Development Agreement, to dedicate and improve certain equestrian trails, including, as described in Condition No. 56(d) of the TTM, a public equestrian trail “extending along the existing fire road (Wildwood Motorway) from the east property line, thence along the driveway serving Lots 26 & 27 to the Brasada Lane cul-de-sac, thence along Brasada Lane to the connecting road between Brasada Lane and Chimney Ridge Lane, thence along said connecting road to Chimney Ridge Lane, thence following Chimney Ridge Lane to Hidden Ridge Lane and extending to Ferguson Motorway”, which trail is also indicated on the Equestrian Trails Map attached as **Exhibit C-1** to this Agreement (previously appended as Exhibit A to the Conditions of Approval) (“**East-West Trail**”). Condition No. 56 allows such trails to be replaced with alternate trails upon an determination by the City’s Equestrian and Planning Commissions that the alternate system provides equivalent or similar public benefit.

2.2 **RKA Trail Study.** In light of the alternate trail designation permitted by Condition No. 56, in or about June of 2011, the City commissioned RKA Consulting Group to prepare a study of the alternate trails available for development on the South 40 Parcel and other areas adjacent to the Project, a true and correct copy of which is attached hereto and incorporated herein as **Exhibit C-2** (“**RKA Trail Study**”). The RKA Trail Study identified the South 40 Trail (as hereinafter defined) as an alternate trail system located in the South 40 Parcel that provides a similar or equivalent public benefit as the East-West Trail contemplated by Condition No. 56(d). The South 40 Trail consists of the trail system more particularly described in the RKA Trail Study and depicted on the location map attached as Exhibit C to the RKA Trail Study, as follows:

2.2.1 the dashed blue and solid blue segments connecting Main Trail Y to existing Strawberry Trail with Horsethief Canyon Park (referred to as “Segment 1” in RKA Trail Study Cost Estimate); and

2.2.2 the solid red segment connection from the South 40 boundary, as will be defined by agreement of the Parties pursuant to Section 1.3.2 hereof, to Main Trail Y (referred to as “Segment 2” in RKA Trail Study Cost Estimate) (collectively, the “**South 40 Trail**”).

2.3 **City Determination re: South 40 Trail Per Condition No. 56(d)**. In accordance with Condition No. 56(d), the City’s Equestrian and Planning Commissions, pursuant to action taken on October 6, 2015 and October 15, 2015, respectively, have determined that the South 40 Trail provides a greater public benefit than the East-West Trail.

2.4 **Elimination of East-West Trail**. In consideration of Developer’s agreement to convey approximately fifteen (15) acres to the City and to fund the construction of the alternate South 40 Trail, and in light of City’s determination that the South 40 Trail provides substantially equivalent public benefit to the East-West Trail, City agrees that it hereby waives the requirements of Condition No. 56(d) of the TTM and releases Developer from its obligation to construct the East-West Trail pursuant to the Conditions of Approval. The elimination of the East-West Trail will be set forth in the conditions of approval for the amended TTM.

2.5 **South 40 Trail – New/Alternate Developer Obligation**. In consideration of City’s determination that the South 40 Trail provides substantially equivalent or greater public benefit to the East-West Trail and waiver of Developer’s obligation to construct the East-West Trail, the Parties agree that Developer shall cause to be funded and City shall cause to be constructed the South 40 Trail and associated trail fencing in accordance with the following processes and requirements:

2.5.1 ***The Deposit***. Concurrently with the City’s issuance of a grading permit for the Project, Developer shall deposit with the City the sum of One Hundred Eighty-One Thousand Five Hundred Dollars (\$181,500) (the “Deposit”), to be used by City solely to pay the cost of design and construction of the South 40 Trail and associated trail fencing. The Deposit is equivalent to the total estimated cost of constructing the feasible segments set forth on page 5 the RKA Trail Study (Exhibit C-2 to this Agreement), and has been re-verified as a reasonable cost to be paid by the Developer to the City for the construction of the South 40 Trail. City agrees that Developer, upon payment of the Deposit, is released from its obligation to make an Eight Thousand Dollar (\$8,000) trail donation as set forth in Section 4.6.3 of the Development Agreement.

2.5.2 ***Use of Funds***. The Deposit shall be retained and deposited by City into a City trust account. The City may draw upon the Deposit from time to time to pay the construction costs described in the RKA Trail Study. City shall construct the South 40 Trail to meet City Trail Standards.

2.5.3 ***City Access to South 40 Parcel***. Developer represents to City that it is authorized to provide City access to the South 40 Parcel, and Developer hereby agrees to authorize the City and/or its agents to enter onto the South 40 Parcel for the purpose of designing and constructing the South 40 Trail and associated fencing as contemplated by this Agreement. Said access shall be provided pursuant to the terms of that certain Reciprocal License Agreement in the form attached hereto as **Exhibit D**, which permits pre-construction and post-construction reciprocal access for both the City and Developer.

2.5.4 *Return of Deposit.* Within seven (7) business days following the completion of construction of the South 40 Trail and associated fencing, City shall provide an accounting of the expended funds and return any then-unexpended portion of the Deposit to Developer, without interest.

ARTICLE 3 ENFORCEMENT AND REMEDIES

3.1 **Enforcement.** In the event the Developer defaults in the performance or observance of the covenants or any obligation under this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof has been given by City or, in the event said default cannot reasonably be cured within said time period, the Developer has failed to commence to cure such default within said thirty (30) days and thereafter fails to diligently prosecute said cure to completion, then City may declare an "Event of Default" to have occurred hereunder, and, at its option, may take one or more of the following steps:

3.2 **Injunctive Relief for Breach.**

(a) By mandamus or other suit, action or proceeding at law or in equity, require Developer to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of this Agreement. Developer acknowledges and agrees that any material violation of this Agreement is likely to result in immediate and irreparable harm for which monetary damages are likely to be inadequate. Accordingly, Developer consents to injunctive and other appropriate equitable relief upon the institution of proceedings therefor by City in order to protect the rights of City under this Agreement. Such relief shall be in addition to any other relief to which City may be entitled at law or in equity.

(b) Enter the Properties without further notice to Developer and cure the Event of Default. Developer shall pay such costs as are reasonably incurred by City for such cure, including attorneys' fees and costs. In the event such amounts are not promptly paid to City, City may file for record in the Official Records a claim of lien for such amounts due. Any such lien may be foreclosed by appropriate court action or in the manner provided in the Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust or in any other manner permitted or provided by law. City shall have (i) authority to appoint a trustee for the purpose of conducting such power of sale foreclosure, and (ii) power to bid at any such foreclosure sale, including credit bidding the amounts due to City.

Except as otherwise expressly stated in this Agreement, the rights and remedies of City are cumulative, and the exercise by City of one or more of its rights or remedies shall not preclude the exercise by it or another party, at the same or different times, of any other rights or remedies for the same default or any other default.

ARTICLE 4 GENERAL PROVISIONS

4.1 **Notices.** Except as otherwise expressly provided otherwise in this Agreement, any notices, requests, demands, documents, approvals or disapprovals given or sent under this Agreement from one party to another (collectively, "**Notices**") may be personally delivered,

transmitted by facsimile (FAX) transmission, overnight courier, or deposit with the United States Postal Service for mailing, postage prepaid, to the address of the other party as stated in this Section. Notices shall be sent as follows:

If to City: City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773
Attention: City Manager
Telephone: _____
Fax: _____

With copy to: Aleshire & Wynder, LLP
Attention: City Attorney
2361 Rosecrans Avenue, Suite 475
El Segundo, CA 90245-4916
Telephone: (310) 527-6660
Fax: (310) 532-7395

If to Developer: NJD, LTD.
330 East First Ave., Suite 510
Denver, CO 80206
Telephone: (303) 399-6177
Fax: (303) 399-3929

With a copy to: Scott Cwiertny
Rutan & Tucker, LLP
611 Anton Blvd, 14th Floor
Costa Mesa, CA 92626
Telephone: (714) 338-1852
Fax: (714) 546-9035

Each such Notice shall be deemed delivered to the party to whom it is addressed (i) if personally served or delivered, upon delivery, (ii) if given by electronic communication, whether by telex, telegram or telecopier upon the sender's receipt of an appropriate answer back or other written acknowledgement, if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, seventy-two (72) hours after such notice is deposited with the United States mail, if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (v) if given by any other means, upon delivery at the address specified in this Section.

4.2 **Severability.** If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

4.3 **Successors and Assigns.** City shall have no right to assign any or all of its rights or obligations under this Agreement or any portion thereof. This Agreement shall be binding upon and inure to the benefit of Developer and its successors and assigns.

4.4 **Estoppel Certificates.** City agrees that within thirty (30) days of the written request of Developer, it will issue to Developer or to any prospective mortgagee or purchaser of the Properties, an estoppel certificate stating: (a) whether the City knows of any default under this Agreement and, if there are known defaults, specifying the nature thereof; (b) whether to its knowledge this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and (c) whether, to the City's knowledge, this Agreement as of that date is in full force and effect.

4.5 **Amendment; Modification.** This Agreement may not be amended, modified or terminated except in writing executed by the then current owners of the Properties and the City.

4.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

4.7 **Integration.** This Agreement constitutes the entire agreement of the parties and supersedes all prior and contemporaneous negotiations, understandings and agreements of the parties hereto with respect to the subject matter hereof.

4.8 **Further Assurances & Good Faith Cooperation.** Each Party shall execute, acknowledge and deliver to each other Party all documents, and shall take all actions, reasonably required by such other Party from time to time to confirm or effect the matter set forth herein, or otherwise to carry out the purposes of this Agreement. The Parties acknowledge that there will be additional trail-related issues requiring resolution and agree to work cooperatively to reach agreement regarding the following issues: (1) fence design and location; (2) appropriate maintenance standards; (3) access criteria to accommodate trail maintenance and construction; and (4) any other later-discovered issues relating to the equestrian trail fencing design, construction, or maintenance as reasonably requested by a Party.

4.9 **Time of Essence.** Time is of the essence with respect to the performance of each of the covenants, conditions, restrictions and equitable servitudes contained in this Agreement.

4.10 **Governing Law.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

4.11 **Waiver.** No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any provision contained in this Agreement. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

4.12 **Attorneys' Fees.** In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including without limitation reasonable attorneys' fees and court costs, whether or not taxable, as awarded by a court of competent jurisdiction.

4.13 **No Third Party Beneficiary; Enforceability.** This Agreement is not to be construed as being for the benefit of any third party. Furthermore, no person other than Developer and City shall have standing to enforce or challenge this Agreement, or any amendment or release of this Agreement.

4.14 **Construction.** This Agreement shall be construed according to its fair meaning and as prepared by both Parties. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. Masculine, feminine or neutral gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

4.15 **Authority to Enter Agreement.** Each person executing this Agreement on behalf a Party represents and warrants that such person is duly and validly authorized to do so on behalf of that Party, and that Party has the full right and authority to enter into this Agreement and perform all of its obligations hereunder.

4.16 **Memorandum.** Upon the City's approval of the amended TTM for the Project, the parties shall record a memorandum of this Agreement against the Project Area Parcel and South 40 Parcel in the Official Records of Los Angeles County, California.

4.17 **Exhibits.** Exhibits A-1, A-2, B, C-1, C-2, D and E are attached hereto and incorporated herein by reference.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the date first above written.

DEVELOPER:

NJD, LTD., a Texas limited partnership

By: _____

Its: _____

CITY:

CITY OF SAN DIMAS, a general law city & municipal corporation

By: _____

Curtis W. Morris, Mayor

**ATTEST:
CITY CLERK**

Ken Duran, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLP

Mark Steres, City Attorney

EXHIBIT A-1

LEGAL DESCRIPTION OF PROJECT AREA PARCEL

EXHIBIT A-2

LEGAL DESCRIPTION OF SOUTH 40 PARCEL

EXHIBIT B
LOCATION MAP DEPICTING PROPERTIES

EXHIBIT C-1
EQUESTRIAN TRAIL MAP

EXHIBIT C-2
RKA TRAIL STUDY

EXHIBIT D
FORM OF RECIPROCAL LICENSE AGREEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT E

CONSENT AND APPROVAL OF PHELPS-TOINTON, INC.

WHEREAS, NJD, LTD, a Texas limited partnership ("NJD") has entered into or will enter into that certain Agreement to Modify Development Rights and Obligations for Northern Foothills Project ("City Agreement) with the City of San Dimas, a general law city and municipal corporation, which binds or will bind that certain real property owned by Phelps-Tointon, Inc., a Delaware corporation, attached hereto as Exhibit "A" ("Phelps Property").

WHEREAS, NJD has an option to acquire the Phelps Property.

NOW THEREFORE, the undersigned hereby approves and consents to NJD entering into the City Agreement and binding the Phelps Property with the terms of the City Agreement.

PHELPS-TOINTON, INC.
a Delaware corporation

By: 
Name: TRAVIS W. GILLMORE
Title: VICE PRESIDENT

EXHIBIT A

LEGAL DESCRIPTION OF PHELPS PROPERTY

PARCEL 1: (APN'S: 8665-001-004 AND 8665-001-005)

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO FREDERICK H. NUSBICKEL BY DEED RECORDED IN BOOK 6706, PAGE 226 OF DEEDS, CONVEYING A STRIP OFF OF THE SOUTH END OF SAID LAND, 120.2 FEET WIDE ON THE EAST END THEREOF AND 96.9 FEET WIDE ON THE WEST END THEREOF, THE SOUTH AND NORTH SIDES OF SAID STRIP BEING STRAIGHT.

PARCEL 1A:

AN EASEMENT FOR UTILITY PURPOSES, SAID EASEMENT OVER A STRIP OF LAND OF VARYING WIDTH IN THE IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF LOT 49, TRACT NO. 33731, AS SHOWN ON MAP RECORDED IN BOOK 894, PAGES 49 TO 53 INCLUSIVE OF MAPS, RECORDS OF LOS ANGELES COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 12 FEET IN WIDTH, THE SOUTHWESTERLY LINE OF SAID STRIP BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 49; THENCE NORTHWESTERLY NORTH 43°21'13" WEST, 271.24 FEET; THENCE A STRIP OF LAND 20 FEET IN WIDTH, NORTH 00°05'03" EAST, 134.00 FEET; THENCE NORTH 89°27'27" WEST, 67.27 FEET; THENCE NORTH 00°36'33" EAST, 87.08 FEET TO THE NORTHERLY LINE OF SAID LOT 49.

THE NORTHEASTERLY LINE OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE SOUTHERLY LINE OF SAID LOT 49 AND IN THE NORTHERLY LINE OF SAID LOT 49.

ORDINANCE NO. 1236

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS
APPROVAL OF MUNICIPAL CODE TEXT AMENDMENT 12-04 ,
AMENDING THE BOUNDARY OF PLANNING AREA ONE OF SPECIFIC
PLAN NO. 25 TO INCLUDE 40 ADDITIONAL ACRES AND TO
INCREASE THE NUMBER OF LOTS WITHIN THE REVISED PLANNING
AREA ONE FROM 61 LOTS TO 65 LOTS.

**THE CITY COUNCIL OF THE CITY OF SAN DIMAS DOES ORDAIN AS
FOLLOWS:**

SECTION 1. Revise Section 18.542.105.B & C (planning areas) as follows
(deleting the strikethrough and adding the underlined text):

B. Planning Area One (PA1) consists of ~~two hundred seventy~~ three hundred and ten plus or minus acres ~~comprising a single ownership~~ at the southwesterly portion of the specific plan.

C. Planning Area Two (PA2) consists of ~~over~~ nearly seven hundred acres comprising the remainder of the specific plan.

SECTION 2. Revise Section 18.542.110.A (maximum allowable density) as follows
(deleting the strikethrough and adding the underlined text):

A. The maximum allowable density for Planning Area One shall be 0.225 dwelling units per acre, not to exceed ~~sixty-one~~ sixty-five dwelling units.

SECTION 3. Revise Exhibit A (Location Map) by moving the red shaded area from Planning area Two to Planning Area One as shown:

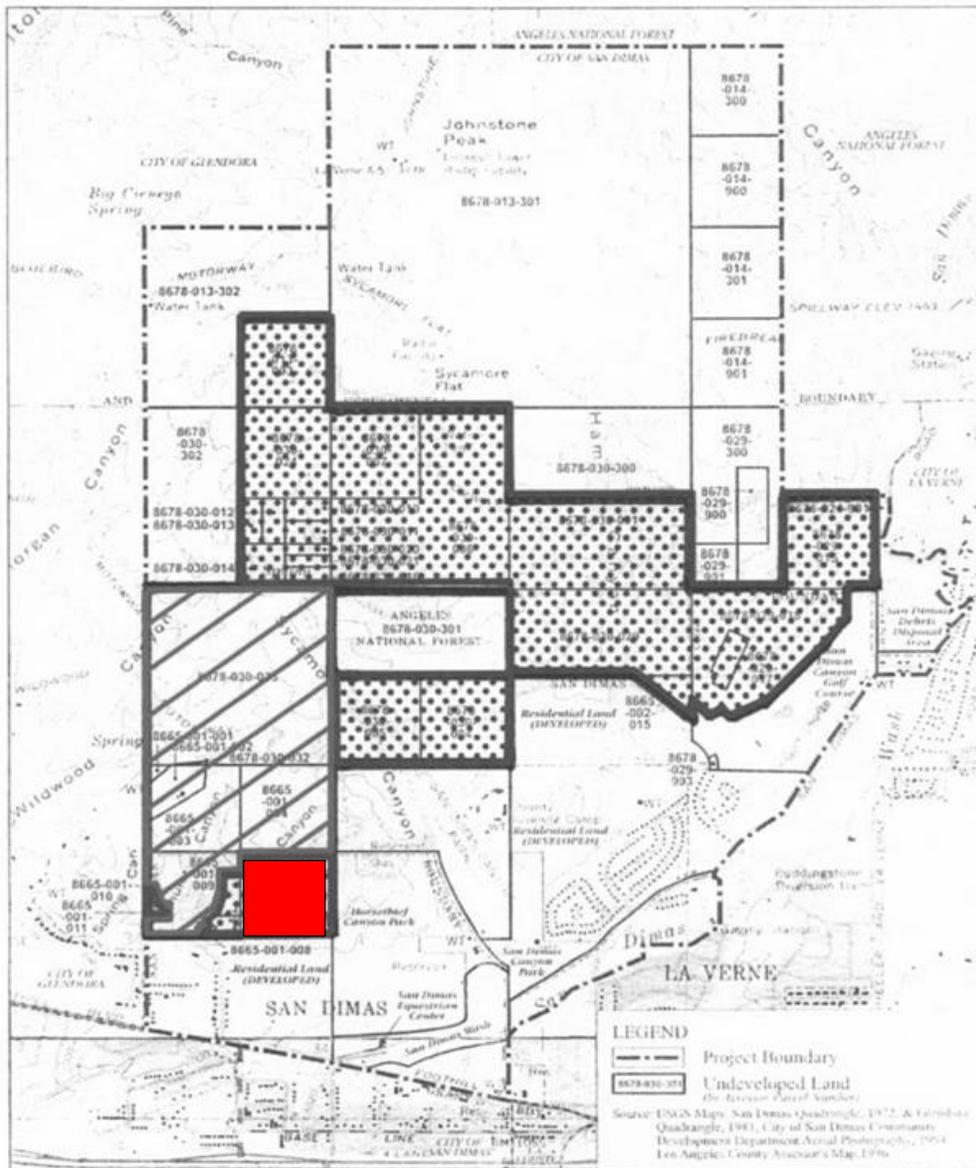


EXHIBIT A
LOCATION MAP

	PLANNING AREA ONE
	PLANNING AREA TWO

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 5. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that this ordinance may have a significant adverse effect on the environment. Thus, the adoption of this ordinance is exempt from the requirements of the

California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 6. This Ordinance shall take effect 30 days after its final passage, and within 15 days after its passage the City Clerk shall cause it to be published in the Inland Valley Daily Bulletin, a newspaper of general circulation in the City of San Dimas hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED THIS xx DAY OF xx, 20XX.

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Debra Black, Assistant City Clerk

I, DEBRA BLACK, ASSISTANT CITY CLERK of the City of San Dimas, do hereby certify that Ordinance 1236 was regularly introduced at the regular meeting of the City Council on _____, and was thereafter adopted and passed at the regular meeting of the City Council held on _____, 20XX by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I FURTHER CERTIFY that within 15 days of the date of its passage, I caused a copy of Ordinance 1236 to be published in the Inland Valley Daily Bulletin.

Debra Black, Assistant City Clerk

From: [Tess Rey-Chaput](#)
To: [Tess Rey-Chaput](#)
Subject: SCAG General Assembly: City Delegate Rep and Call for Resolutions
Date: Friday, January 15, 2016 4:01:01 PM
Attachments: [image004.png](#)
[image007.png](#)
[image008.png](#)

Dear City Clerk,

Each year, your City Council appoints a Delegate and Alternate Representative to the Southern California Association of Governments (SCAG) General Assembly (GA). If you have not done so, please send me a copy of your City's action appointing your City Delegate/Alternate Representative **no later than Friday, March 18, 2016**. If you have identified your City Delegate and Alternate Representative to the GA, the deadline to submit proposed Resolutions and/or SCAG Bylaws revisions, as further described below, is Friday, February 5, 2016.

In their capacity as a General Assembly Delegate, they will have the opportunity to propose any policy matter for determination by the General Assembly in the form of a proposed Resolution and/or to propose revisions to the SCAG Bylaws. All proposed Resolutions and/or Bylaws revisions will be reviewed by SCAG's Bylaws and Resolutions Committee and Regional Council before being considered at the May 5, 2016 Regional Conference and General Assembly meeting.

This year's Regional Conference and General Assembly is scheduled for **May 5 – 6, 2016 at La Quinta Resort & Club**, 49-499 Eisenhower Drive, La Quinta, CA 92253. Each GA Delegate (or Alternate, in the absence of the Delegate) will **receive one complimentary registration to SCAG's Regional Conference and General Assembly**; and a **complimentary one-night hotel accommodation at La Quinta Resort** on Thursday, May 5. The conference will include **keynote speakers and panel discussions, an Award's Luncheon, sponsor's reception and many excellent networking opportunities** with fellow elected officials, VIPs and stakeholders from throughout Southern California.

Thank you and we look forward to your City Delegate's participation at the General Assembly!

Sincerely,
Tess

Tess Rey-Chaput

Acting Clerk of the Board
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
818 W. 7th Street, 12th Floor, Los Angeles, CA 90017
T: (213) 236-1908 | E: rey@scag.ca.gov

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