

AGENDA
REGULAR CITY COUNCIL
SUCCESSOR AGENCY MEETING
TUESDAY JULY 12, 2016 7:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVENUE

CITY COUNCIL:

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

1. CALL TO ORDER AND FLAG SALUTE

2. RECOGNITION

- Proclaim July as Parks Make Life Better Month!
- Recognition of San Dimas High School 4x50 Freestyle Relay Team and SGV Tribune Female Athlete of the Year
- Recognition of City Track and Field participants who represented San Dimas at the Southern California Track and Field Championships in Downey, California

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

a. Members of the Audience

4. CONSENT CALENDAR

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

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

RESOLUTION 2016-38, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CERTAIN DEMANDS FOR THE MONTH OF JUNE 2016.

END OF CONSENT CALENDAR

5. OTHER BUSINESS

- a. Receive report from staff regarding the establishment of a Retirement Health Savings Program for use by city employees. Approve the necessary documents and procedures associated with the program.

RESOLUTION 2016-39, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, AUTHORIZING THE ADOPTION OF THE VANTAGE CARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

RECOMMENDED ACTION: Adopt Resolution 2016-39 approving the necessary documents and procedures associated with the establishment of a Retirement Health Savings Program for city employees.

- b. **Mandatory** Commercial Organic Recycling Update and Approval of Waste Management Organic Recycling Rates

RECOMMENDED ACTION: Approve proposed organic recycling rates for Waste Management.

6. SUCCESSOR AGENCY

- a. Receive report from staff regarding the process to solicit Developer Qualifications for a hotel project on the Successor Agency's property at Bonita and Cataract. Authorize staff to enter into negotiations to prepare an Exclusive Negotiation Agreement and an appraisal of the property.

RECOMMENDED ACTION: Authorize staff to secure an appraisal for the Bonita, Cataract property and authorize staff to work on an Exclusive Negotiation Agreement with Excel Hotel Group for the development of the Bonita Cataract property.

7. ORAL COMMUNICATIONS

- a. Members of the Audience (Speakers are limited to five minutes or as may be determined by the Chair.)
- b. City Manager
- c. City Attorney
- d. Members of the City Council
 - 1) Councilmembers' report on meetings attended at the expense of the local agency
 - 2) Individual Members' comments and updates.

8. ADJOURNMENT

The next meeting is on July 26, 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 July 8th, 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

W *HEREAS, Parks and Recreation makes lives and communities better now and in the future; and*

W *HEREAS, it is established through statewide public opinion research, 98% of California households visit a local park at least once a year; two in three households visit a park once a month; 50% of households participate in an organized recreation program; and most park use is with family and friends; and*

W *HEREAS, residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during non-school hours; it promotes the arts, it increases social connections; aids in therapy; and promotes lifelong learning; and*

W *HEREAS, residents value their parks for access to outdoor spaces for children and adults to play and be active; exercise and group sports; and*

W *HEREAS, parks provide access to serenity and the inspiration of nature and outdoor spaces as well as preserve and protect that historic, natural and cultural resources in our community; and*

W *HEREAS, the residents of San Dimas including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, tennis courts, basketball courts, dog park, skate park and community facilities including, the Swim and Racquet Club, the Senior Citizen Center, the Student Union Teen Center, Via Verde Park, Lone Hill Park, Marchant Park and Horseshief Canyon Park, and programs including Swim Lessons, Shooting Stars Dance Team, Teen Programs, Senior Citizen Classes, Youth Basketball, Tiny Tots, and Family Campouts to name a few; and Special Events including, the Annual 5K Run and Fitness Festival, Halloween Carnival, Bowser Bash, Holiday Extravaganza, Family Festival and Easter Egg Hunts; and*

W *HEREAS, the City of San Dimas urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods; and*

W *HEREAS, July is celebrated across the nation as Parks and Recreation Month,*

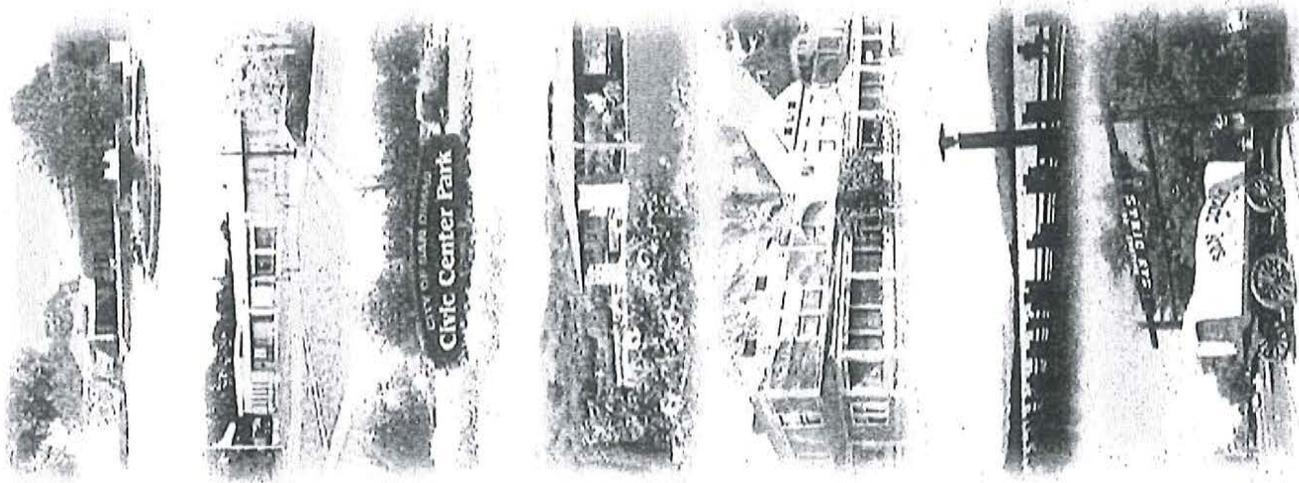
N *OWHEREFORE, be it resolved that I, Mayor Curtis W. Morris, Mayor Pro Tem Emmett Badar, Councilmembers Denis Bertone, John Ebner, Jeff Templeman do hereby proclaim July 2016 as Parks Make Better! Month and in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.*

I *N WITNESS WHEREOF, I, Curtis W. Morris, have hereunto set my hand and caused the seal of the City of San Dimas to be affixed this 12th day of July, 2016.*

Curtis W. Morris

Mayor

Attest *Debra Black*
City Clerk

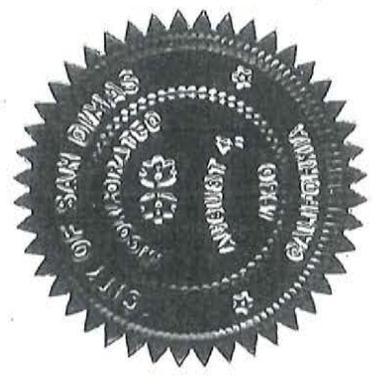


City of San Dimas

Congratulates

Robbie Simpson

*4x50 Freestyle Relay Team CIF
Division 4 Champions*



Curtis W Morris

Curtis W. Morris, Mayor City of San Dimas



City of San Dimas

Congratulates

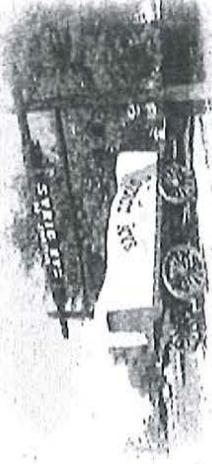
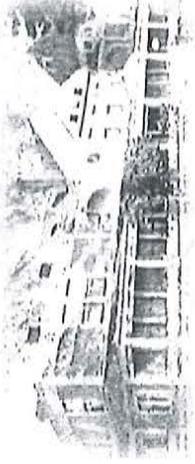
James Hull

*4x50 Freestyle Relay Team CIF
Division 4 Champions*



Curtis Morris

Curtis W. Morris, Mayor City of San Dimas

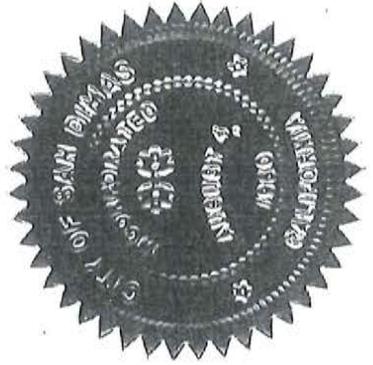


City of San Dimas

Congratulates

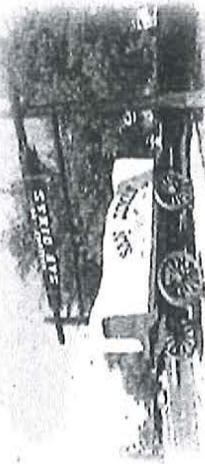
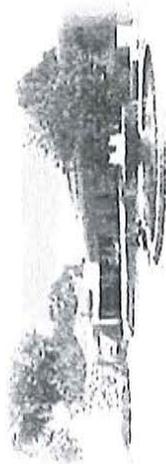
Seth Ireland

*4x50 Freestyle Relay Team CIF
Division 4 Champions*



Curtis W. Morris

Curtis W. Morris, Mayor City of San Dimas

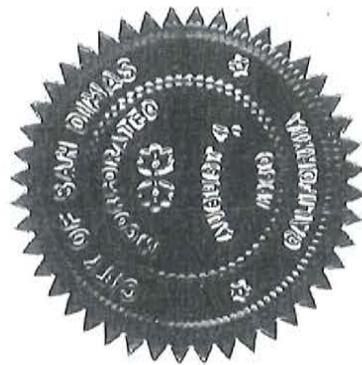


City of San Dimas

Congratulates

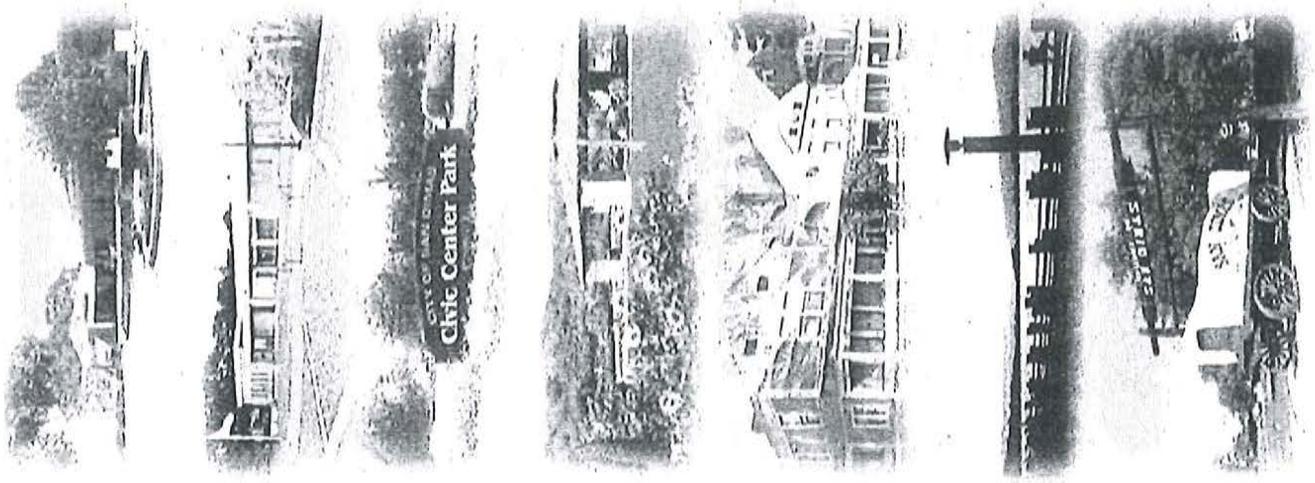
Jared Caldarone

*4x50 Freestyle Relay Team CIF
Division 4 Champions*



Curtis W. Morris

Curtis W. Morris, Mayor City of San Dimas

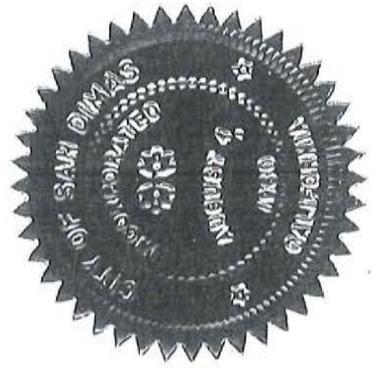


City of San Dimas

Congratulates

Hannah Nance

2016 CIF High Jump Champion



Curtis Morris

Curtis W. Morris, Mayor City of San Dimas

W *HEREAS, the City of San Dimas Parks and Recreation Department has offered a track meet for boys and girls ages 8 to 14 since 1970; and*

W *HEREAS, the Track participants compete in track meets against other municipalities and participate annually in the Southern California Municipal Athletic Federation Track and Field Championships; and*

W *HEREAS, the Southern California Municipal Athletic Federation has provided a venue for recreational competition for track and field each year for the past 51 years; and*

W *HEREAS, SCMAF encourages and supports a positive attitude, good sportsmanship, sound fundamentals and confidence in a variety of sports; and*

W *HEREAS, the Track Participants represented the City of San Dimas in a regional qualifying meet held in the City of San Dimas, competing with children from different agencies in the San Gabriel Valley area; and*

W *HEREAS, 20 of these track participants qualified to represent the City and region in the Southern California Municipal Athletic Federation Championship held on June 5, 2016 in the City of Downey at the Warren High School Track; and*

W *HEREAS, the San Dimas participants competed with children representing municipal agencies from Bakersfield to San Diego.*

W *HEREAS, the City of San Dimas would like to recognize those that participated in the Southern California Municipal Athletic Federation Track and Field Championship: Jaden Acosta, Estrella Calvillo, Mia Catalano, Dakota Crandall, Lucas DeGraaf III, Hannah Duong, Michael Flores, Skylar Fredieu, Derek Galeazzi, Faith Hovhannessian, Michael Melodia, Michael Parris, Hailey Peterson, Hunter Peterson, Kiyomi Sunada, Julia Torres, Isabelle Valdivia, Aster Walker, Noah Walter and Sofia Waters.*

N *OWHEREFORE, be it resolved that I, Mayor Curtis W. Morris, Mayor Pro Tem Emmett Badar, Councilmembers Denis Bertone, John Ebner, Jeff Templeman do hereby commend the San Dimas track and field participants for their outstanding achievement and representation of our community.*

J *N WITNESS THEREOF, I, Curtis W. Morris, have hereunto set my hand and caused the seal of the City of San Dimas to be affixed this 12th day of July, 2016.*

Curtis W Morris

Mayor

Attest *Debra Black*

City Clerk

RESOLUTION 2016-38

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN DIMAS, CALIFORNIA, APPROVING
CERTAIN DEMANDS FOR THE MONTH OF JUNE 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 Warrant Register 07/15/16 in the amount of \$450,357.42 (155772-
155874).

PASSED, APPROVED AND ADOPTED this 12th, day of July 2016.

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Debra Black, Assistant City Clerk

I, DEBRA BLACK, ASSISTANT CITY CLERK, HEREBY CERTIFY that
Resolution 2016-38 was approved by vote of the City Council of the City of San Dimas at its
regular meeting of July 12th, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Debra Black, Assistant City Clerk

07/15/2016

WARRANT REGISTER

Ck#'s 155772-155874

Total: \$450,357.42

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
BANK OF AMERICA							
155772	07/15/16	A & M CARPETS	225.00		1200		M D 001.4411.033.000
155773	07/15/16	ACT 1 CONSTRUCTION,	130,041.42		1		N D 012.4841.692.007
155774	07/15/16	ALLIANT INSURANCE SE	4,436.55		SEP41020		N D 110.213.014
155775	07/15/16	AMERICAN GOLF CORP.	400.32				N D 053.4410.041.001
155776	07/15/16	AMERIPRIDE UNIFORM	4.90		1401399464		N D 001.4342.031.000
155776	07/15/16	AMERIPRIDE UNIFORM	40.60		1401399464		N D 001.4342.031.000
155776	07/15/16	AMERIPRIDE UNIFORM	52.80		1401399464		N D 001.4342.031.000
155776	07/15/16	AMERIPRIDE UNIFORM	42.80		1401399464		N D 001.4342.031.000
155776	07/15/16	AMERIPRIDE UNIFORM	40.90		1401399464		N D 001.4342.031.000
155776	07/15/16	AMERIPRIDE UNIFORM	70.80		1401399464		N D 001.4342.031.000
155776	07/15/16	AMERIPRIDE UNIFORM	18.00	CR	1401399464		N D 001.4342.031.000
155776	07/15/16	AMERIPRIDE UNIFORM	56.05		1401399464		N D 001.4342.031.000
			227.90	*CHECK TOTAL			
155777	07/15/16	ARAMARK REFRESHMENT	230.95		1382100		N D 001.4190.033.000
155778	07/15/16	AREA D	1,674.95		FY2015/2016		N D 001.4212.020.001
155779	07/15/16	ASSA ABLOY	297.23		SEI/01022922		N D 001.4410.023.000
155780	07/15/16	BAVCO	95.85		765410		N D 008.4415.033.000
155781	07/15/16	BAY CITY ELECTRIC WO	126.00		W159756		N D 001.4411.015.000
155782	07/15/16	BEAR STATE PUMP & EQ	427.25		63739		N D 001.4430.023.000
155783	07/15/16	BONITA UNIFIED SCH D	107.50		1512		N D 072.4125.434.000
155783	07/15/16	BONITA UNIFIED SCH D	294.67		7385		N D 001.4420.110.000
155783	07/15/16	BONITA UNIFIED SCH D	3,013.92		7387		N D 001.4420.110.000
			248.40	*CHECK TOTAL			
155784	07/15/16	BOOMERANG BLUEPRINT	248.40				N D 001.4310.033.000
155785	07/15/16	BRYANT/ARIEL	69.76				N D 001.4420.033.000
155786	07/15/16	BSN SPORTS INC	40.66		97990850		N D 001.4420.034.003
155787	07/15/16	CARSON TRAILER, INC.	111.70		247701		N D 070.4314.038.044
155787	07/15/16	CARSON TRAILER, INC.	2,475.50		247725		N D 070.4314.038.044
155787	07/15/16	CARSON TRAILER, INC.	4,352.30		247725		N D 001.4341.033.000
			1,197.00	*CHECK TOTAL			
155788	07/15/16	CHAPARRAL LANES	1,197.00		1516-600		N D 001.4420.034.002
155789	07/15/16	COMMUNITY SENIOR SER	600.00		GATIX0616-3		N D 072.214.172
155789	07/15/16	COMMUNITY SENIOR SER	1,000.00		GATIX0616-3		N D 072.214.172
			1,600.00	*CHECK TOTAL			

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
155790	07/15/16	COMPUTER SERVICE COM	*FY*INV#4135-4156LI	1,720.47		4135-4156		N D 007.4341.020.003
155790	07/15/16	COMPUTER SERVICE COM	*FY*INV#4135-4156SI	2,988.77		4135-4156		N D 007.4345.020.002
				4,709.24	*CHECK TOTAL			
155791	07/15/16	CONSTRUCTION HARDWAR	*FY*GOLF COURSE DOOR	86.22		90345		N D 053.4410.023.000
155792	07/15/16	CUVAS/SANDRA	*FY*INSTR.TINY TOTS	963.00				M D 001.4420.020.000
155793	07/15/16	CUSTOM CRAFT FLOORIN	*FY*INSTALL COVE,VINY	564.00		I-3969		N D 001.4342.041.011
155794	07/15/16	CUSTOM HOME ACCESSOR	*FY*12DOOR REGENT,M	7,689.95		59195		N D 012.4841.692.007
155795	07/15/16	D.H. MAINTENANCE SER	*FY*MAV16 SERVICES	855.41		18598		N D 001.4410.023.000
155795	07/15/16	D.H. MAINTENANCE SER	*FY*MAV16 SERVICES	3,548.71		18598		N D 001.4411.023.000
155795	07/15/16	D.H. MAINTENANCE SER	*FY*MAV16 SERVICES	1,133.64		18598		N D 001.4412.023.000
155795	07/15/16	D.H. MAINTENANCE SER	*FY*MAV16 SERVICES	1,185.43		18598		N D 003.4410.023.001
				7,207.88	*CHECK TOTAL			
155796	07/15/16	D&J SPORTS, INC.	*FY*CUSTOM SWIM CAPS	450.00		237882		N D 001.4430.034.000
155797	07/15/16	DJP ENGINEERING INC	*FY*BONITA AVE REHA	2,679.00		15021-3		N D 073.4841.560.001
155797	07/15/16	DJP ENGINEERING INC	*FY*MONTE VISTA PVM	1,005.00		15021COR03		N D 073.4841.560.001
				3,675.00	*CHECK TOTAL			
155798	07/15/16	E L LANDSCAPE SERVIC	*FY*HORSE FENCING,REP	525.00		154		M D 012.4410.928.003
155798	07/15/16	E L LANDSCAPE SERVIC	*FY*CLEAN/PLANT REMOV	550.00		154		M D 001.4415.020.003
				1,075.00	*CHECK TOTAL			
155799	07/15/16	EWING IRRIGATION PRO	*FY*IRRIGATION SUPPLI	197.89		1673255		N D 001.4415.020.003
155799	07/15/16	EWING IRRIGATION PRO	*FY*IRRIGATION SUPPLI	772.07		1673255		N D 001.4415.020.003
155799	07/15/16	EWING IRRIGATION PRO	*FY*IRRIGATION SUPPLI	178.53		1673255		N D 001.4414.033.000
155799	07/15/16	EWING IRRIGATION PRO	*FY*IRRIGATION SUPPLI	178.53		1673255		N D 001.4414.033.000
155799	07/15/16	EWING IRRIGATION PRO	*FY*IRRIGATION SUPPLI	148.57		1673255		N D 001.4414.033.000
155799	07/15/16	EWING IRRIGATION PRO	*FY*IRRIGATION SUPPLI	327.57		1673255		N D 001.4414.033.000
				22,915.56	*CHECK TOTAL			
155800	07/15/16	F & H TIRE CO	*FY*TIRE SERVICE,LA	1,055.66		IN00727271		N D 001.4342.011.002
155801	07/15/16	FAITH FIRE EXTINGUIS	*FY*QTR FIRE INSPECTI	175.00		2605		M D 034.4802.015.000
155801	07/15/16	FAITH FIRE EXTINGUIS	*FY*QTR FIRE INSPECTI	175.00		2605		M D 034.4802.015.000
155801	07/15/16	FAITH FIRE EXTINGUIS	*FY*QTR FIRE INSPECTI	150.00		2607		M D 034.4802.015.000
155801	07/15/16	FAITH FIRE EXTINGUIS	*FY*QTR FIRE INSPECTI	150.00		2609		M D 034.4802.015.000
				650.00	*CHECK TOTAL			
155802	07/15/16	FALCON SIGNS	*FY*COMMERCIAL SIGNS	225.00		#GDDRJG		M D 001.4309.033.001
155803	07/15/16	FISHER ASSOCIATES/RI	*FY*MERCHANT PK REH	3,418.62		3770		N D 022.4410.924.001

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
BANK OF AMERICA						
155804	07/15/16	FORTELL TRAFFIC INC	4,820.42	8936		N D 007.4345.020.006
155805	07/15/16	FREETH/JEFFREY	109.00			N D 001.4420.034.003
155806	07/15/16	GANAHL LUMBER COMPAN	546.94	A973749		N D 001.4342.041.011
155807	07/15/16	GAS COMPANY/THE	931.00			N D 001.4430.022.002
155807	07/15/16	GAS COMPANY/THE	1,343.89	*CHECK TOTAL		N D 053.4410.022.002
155808	07/15/16	GOLD COAST TOURS	1,019.15	2016002043		N D 072.4125.434.000
155809	07/15/16	GOLDEN STATE WATER	213.42			N D 008.4415.022.004
155809	07/15/16	GOLDEN STATE WATER	182.11			N D 008.4415.022.004
155809	07/15/16	GOLDEN STATE WATER	118.71			N D 075.4410.022.004
155809	07/15/16	GOLDEN STATE WATER	639.56			N D 001.4414.022.004
155809	07/15/16	GOLDEN STATE WATER	330.79			N D 008.4414.022.004
155809	07/15/16	GOLDEN STATE WATER	182.11			N D 075.4443.022.004
155809	07/15/16	GOLDEN STATE WATER	2,488.62	*CHECK TOTAL		N D 075.4443.022.004
155810	07/15/16	GOODRICH/JOHN	55.00			N D 001.367.002
155811	07/15/16	GRAINGER	129.44	9146335105		N D 053.4410.023.000
155811	07/15/16	GRAINGER	129.44	9149421019		N D 001.4410.013.000
155811	07/15/16	GRAINGER	129.44	9149421027		N D 001.4342.033.000
155812	07/15/16	HARRINGTON AUTOMOTIV	50.00	45515-2		M D 001.4342.011.000
155812	07/15/16	HARRINGTON AUTOMOTIV	298.33	45515-2		M D 001.4342.011.000
155812	07/15/16	HARRINGTON AUTOMOTIV	498.33	45515-2		M D 001.4342.020.001
155813	07/15/16	HOME DEPOT CREDIT SE	400.00	7973587		N D 001.4410.041.000
155813	07/15/16	HOME DEPOT CREDIT SE	40.00	7973587		N D 001.4410.041.000
155813	07/15/16	HOME DEPOT CREDIT SE	91.15	7973587		N D 001.4412.041.000
155813	07/15/16	HOME DEPOT CREDIT SE	186.33	8243246		N D 001.4410.033.000
155813	07/15/16	HOME DEPOT CREDIT SE	815.55	9243221		N D 001.4410.041.000
155814	07/15/16	HOSE-MAN INC	14.08	2314019000102		N D 001.4342.011.000
155815	07/15/16	INFOTOX INC	325.50	16456		N D 040.4112.820.821
155816	07/15/16	INMAN/GRICEYDA	500.00			N D 001.341.002
155817	07/15/16	IRONWOOD UNLIMITED,	413.11	SI-67332		N D 001.4415.020.009
155818	07/15/16	KLEIN/LIZBETH	187.00			M D 001.4420.020.000

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#
07/15/16	KNORR SYSTEMS INC	*FY*CREDIT TO INV#1804	21,360.00		SCR14303	
07/15/16	KNORR SYSTEMS INC	*FY*POOL COVER REPAIR	200.00	*CHECK	20060497	
07/15/16	KNORR SYSTEMS INC	*FY*GIS CONSULTING	1,554.00		20	
07/15/16	KNORR SYSTEMS INC	*FY*INDUSTRIAL WAST	3,941.14		PW-16060812520	
07/15/16	KNORR SYSTEMS INC	*FY*LABOR*EQUIP*MAINT	46.90		PW-16060812820	
07/15/16	KNORR SYSTEMS INC	*FY*LABOR*EQUIP*MAINT	336.87		PW-16060812820	
07/15/16	KNORR SYSTEMS INC	*FY*GIS CONSULTING	4,324.91	*CHECK	TOTAL	
07/15/16	KNORR SYSTEMS INC	*FY*MAPS	44.00		16ASRE366	
07/15/16	KNORR SYSTEMS INC	*FY*OIL, MASK, POLE, STR	911.21		91908	
07/15/16	KNORR SYSTEMS INC	*FY*COFFEE SUPPLY, PLU	569.57		A13136	
07/15/16	KNORR SYSTEMS INC	*FY*KOBS 1/2" & 3/8"	11.72		02282	
07/15/16	KNORR SYSTEMS INC	*FY*FACILITY SUPPLIES	132.89		02282	
07/15/16	KNORR SYSTEMS INC	*FY*FACILITY SUPPLIES	236.99		02501	
07/15/16	KNORR SYSTEMS INC	*FY*TOOLS	425.18	*CHECK	TOTAL	
07/15/16	KNORR SYSTEMS INC	*FY*VALVE, WELDMENT	1,609.30		134515	
07/15/16	KNORR SYSTEMS INC	*FY*EQUES, WELDMORE	2,531.87		732888	
07/15/16	KNORR SYSTEMS INC	*FY*PARKS, GROUNDS	7,650.69		732888	
07/15/16	KNORR SYSTEMS INC	*FY*SPORTS, PLAYGROUNDS	3,010.09		732888	
07/15/16	KNORR SYSTEMS INC	*FY*LANDSCAPE, AREAS	987.57		732888	
07/15/16	KNORR SYSTEMS INC	*FY*LANDSCAPE, AREAS	3,999.45		732888	
07/15/16	KNORR SYSTEMS INC	*FY*PLANTER CANS, PARKWA	3,645.28		732888	
07/15/16	KNORR SYSTEMS INC	*FY*HORSE TRAIL, CNY	317.87		732888	
07/15/16	KNORR SYSTEMS INC	*FY*PARK & RIDE	191.53		732888	
07/15/16	KNORR SYSTEMS INC	*FY*BUS TRASH CANS	1,618.11	*CHECK	TOTAL	
07/15/16	KNORR SYSTEMS INC	*FY*TRASH SUPPLIES	69.76		414154	
07/15/16	KNORR SYSTEMS INC	*FY*RAINBIRD SUPPLIES	241.97		414154	
07/15/16	KNORR SYSTEMS INC	*FY*RAINBIRD SUPPLIES	508.79		414154	
07/15/16	KNORR SYSTEMS INC	*FY*RAINBIRD SUPPLIES	1,919.14	*CHECK	TOTAL	
07/15/16	KNORR SYSTEMS INC	*FY*REGULAR GASOLIN	2,532.18		6130827	
07/15/16	KNORR SYSTEMS INC	*FY*DIESEL FUEL	3,448.98	*CHECK	TOTAL	

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
BANK OF AMERICA							
155830	07/15/16	MC LAY SERVICES INC	325.00		INV50170		N D 053.4410.023.000
155830	07/15/16	MC LAY SERVICES INC	325.00		INV7095		N D 003.4410.015.000
			208.00		*CHECK TOTAL		
155831	07/15/16	MIRACLE RECREATION E	218.84		776244		N D 008.4414.033.000
155832	07/15/16	MYPLETCENTER.COM	58.31		652001		N D 001.4342.020.001
155832	07/15/16	MYPLETCENTER.COM	82.27		652011		N D 001.4342.020.001
			140.58		*CHECK TOTAL		
155833	07/15/16	NEW TURTLE ISLAND	5,250.00		1097		M D 040.4112.819.000
155834	07/15/16	OFFICE SOLUTIONS	22.98		0978065		N D 001.4190.030.000
155834	07/15/16	OFFICE SOLUTIONS	16.45		0978065		N D 001.4190.030.000
155834	07/15/16	OFFICE SOLUTIONS	121.54		0978065		N D 001.4190.030.000
155834	07/15/16	OFFICE SOLUTIONS	529.46		0978065		N D 001.4190.030.000
155834	07/15/16	OFFICE SOLUTIONS	13.82		0978065		N D 001.4190.030.000
155834	07/15/16	OFFICE SOLUTIONS	688.30		0978065		N D 001.4190.030.000
					*CHECK TOTAL		
155835	07/15/16	ORTIZ/ANA LUISA SEBA	468.75				N D 001.341.002
155836	07/15/16	PARADISE EMBROIDERY	556.68		14982		M D 001.4420.034.003
155837	07/15/16	PHOENIX GROUP INFORM	21.84		052016188		N D 001.4309.020.000
155837	07/15/16	PHOENIX GROUP INFORM	1,147.83		052016188		N D 001.4210.411.000
					*CHECK TOTAL		
155838	07/15/16	POMONA WHOLESALE ELE	53.40		S2314101.001		N D 001.4410.023.000
155839	07/15/16	PRINT CONNECTION	1,191.92		13397		M D 001.4420.033.000
155840	07/15/16	PRUDENTIAL OVERALL	22.93		2249234		N D 001.4430.018.000
155840	07/15/16	PRUDENTIAL OVERALL	22.93		2249234		N D 001.4430.018.000
155840	07/15/16	PRUDENTIAL OVERALL	22.93		2249234		N D 001.4430.018.000
155840	07/15/16	PRUDENTIAL OVERALL	22.93		2249234		N D 001.4430.018.000
			114.65		*CHECK TOTAL		
155841	07/15/16	PT & MORE	1,221.74		16346		M D 001.4210.428.000
155842	07/15/16	QUALITY INSTANT PRIN	65.40		39478		N D 001.4190.018.000
155843	07/15/16	QUALITY MOBILE HOME	7,500.00		3133		N D 040.4112.820.821
155844	07/15/16	QUICK CRETE PRODUCTS	15,478.00		0103841-IN		N D 012.4841.692.007

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
155855	07/15/16	SKATE EXPRESS	752.00	14019		N D 001.4420.034.002
155856	07/15/16	SMART & FINAL	271.41	112010		N D 001.4420.034.003
155856	07/15/16	SMART & FINAL	180.88	112895		N D 001.4420.034.003
155856	07/15/16	SMART & FINAL	124.08	115644		N D 001.4420.033.000
			576.37	*CHECK TOTAL		
155857	07/15/16	SMITH/ELIZABETH	500.00			N D 001.341.002
155858	07/15/16	SOUTHERN CALLIE	4,073.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	3,020.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	3,202.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	2,017.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	4,177.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	5,961.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	3,306.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	3,478.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	3,810.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	5,469.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	4,467.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	1,247.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	2,244.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	1,792.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	1,028.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	933.00			N D 001.4430.022.001
155858	07/15/16	SOUTHERN CALLIE	30,082.00			N D 001.4430.022.001
155859	07/15/16	SOUTHWEST WEAR PARTS	493.67	160343		N D 001.4342.033.000
155859	07/15/16	SOUTHWEST WEAR PARTS	2,022.12	160386		N D 001.4342.033.000
155860	07/15/16	SUPERIOR PRESSURE SY	90.91	6925		M D 001.4342.033.000
155861	07/15/16	SWANK MOTION PICTURE	303.00	RG 2188592		N D 001.4420.033.000
155862	07/15/16	T-ZIGNS ETC	182.93	20160527		M D 001.4410.029.000
155862	07/15/16	T-ZIGNS ETC	223.28	20160527		M D 001.4410.029.000
155862	07/15/16	T-ZIGNS ETC	628.18	2016624		M D 001.4430.034.000
			1,034.39	*CHECK TOTAL		
155863	07/15/16	THOMPSON PLUMBING SU	285.12	451595		N D 001.4411.031.000
155864	07/15/16	TOLLY INC	1,236.95	19272		N D 003.4410.023.000
155865	07/15/16	TUCKER & SON INC/ J	1,208.10	2905		N D 008.4415.033.000
155866	07/15/16	UNDERGROUND SERVICE	121.50	620160640		N D 001.4310.016.000
				*CHECK TOTAL		

ACS FINANCIAL SYSTEM
07/07/2016 13:41:30

WARRANT DATE VENDOR

BANK OF AMERICA

Disbursement Journal

DESCRIPTION AMOUNT

155867	07/15/16	UNITED ROTARY BRUSH	15805	*FY*RECONDITION MAT.K	781.65
155868	07/15/16	VISTA PAINT CORPORAT	17172	*FY*TAPE,BRUSH,CVR,PA	146.95
155869	07/15/16	WALTERS WHOLESAL E	10880	*FY*VLT 9T BALLAST	61.31
155869	07/15/16	WALTERS WHOLESAL E	10880	*FY*VLT 9T BALLAST	97.99
155869	07/15/16	WALTERS WHOLESAL E	10880	*FY*ELECTRICAL PAR	4,945.40
155870	07/15/16	WATERLINE TECHNOLOGI	10242	*FY*HYPOCHLORITE SOLU	228.81
155870	07/15/16	WATERLINE TECHNOLOGI	10242	*FY*HYPOCHLORITE SOLU	372.81
155870	07/15/16	WATERLINE TECHNOLOGI	10242	*FY*HYPOCHLORITE SOLU	293.17
155870	07/15/16	WATERLINE TECHNOLOGI	10242	*FY*HYPOCHLORITE SOLU	161.88
155870	07/15/16	WATERLINE TECHNOLOGI	10242	*FY*HYPOCHLORITE SOLU	557.50
155871	07/15/16	WELLHOUSE & ASSOC.,	10524	*FY*STATE MANDATED	2,500.00
155872	07/15/16	WESTERN ENVIRONMENTA	10319	*FY*CLEAN WASH RACK P	400.00
155873	07/15/16	XEROX BUSINESS SERVI	10385	*FY*NEW VISION OVER I,	417.00
155874	07/15/16	XEROX CORPORATION	17425	*FY*6204CP COPY M/OUT	38.00
155874	07/15/16	XEROX CORPORATION	17425	*FY*WC428P PRINTER	376.08

BANK OF AMERICA

TOTAL 450,357.42

F 9 S ACCOUNT

PO#

CLAIM INVOICE

N D	001.4342.011.002	290848		
N D	001.4430.023.000	2016-891296-00		
N D	007.4341.033.000	2328744-01		
N D	007.4341.033.000	2328744-01		
N D	001.4412.023.000	2328232		
N D	001.4430.033.000	*CHECK TOTAL		
N D	001.4430.033.000	5342139		
N D	001.4430.033.000	5342712		
N D	001.4430.033.000	5343101		
N D	001.4430.033.000	5343237		
N D	001.4430.033.000	5343651		
N D	001.4430.033.000	*CHECK TOTAL		
N D	001.4190.020.000	1672		
N D	001.4341.028.000	21380		
N D	001.4190.020.002	1279416		
N D	001.4190.015.000	701984572		
N D	001.4190.015.000	701984572		
N D	001.4190.015.000	*CHECK TOTAL		

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WARRANT DATE VENDOR
REPORT TOTALS:

DESCRIPTION Disbursement Journal
AMOUNT
450,357.42

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

CLAIM INVOICE

RECORDS PRINTED - 000240

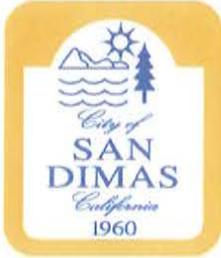
Disbursement Journal

FUND RECAP: -----
 FUND DESCRIPTION -----
 001 GENERAL FUND
 002 STATE FUND
 003 SPECIAL FUND
 004 LANDSCAPE MAINTENANCE DISTRICT
 005 LANDSCAPE MAINTENANCE DISTRICT
 006 LANDSCAPE MAINTENANCE DISTRICT
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 TOTAL ALL FUNDS

DISBURSEMENTS
 97,611.58
 3,641.50
 13,238.00
 15,238.00
 3,641.50
 1,000.00
 13,238.00
 25,350.77
 2,536.05
 1,110.12
 4,617.43
 450,357.42

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

DISBURSEMENTS
 450,357.42
 450,357.42



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
For the meeting of July 12, 2016

From: Blaine Michaelis, City Manager *Bm*

Subject: Receive report from staff regarding the establishment of a Retirement Health Savings Program for use by city employees. Approve the necessary documents and procedures associated with the program.

SUMMARY

Provisions of the Internal Revenue Service Tax Code provide the opportunity for public employees to participate in a tax free savings plan to address future medical costs – health insurance premiums, co-pays, medical out of pocket expenses, pharmacy, dental, vision, and qualified long term care premiums. Contributions into the program are tax free; investment earnings in the fund are tax free; and reimbursement payments to the employee for these covered medical expenses from the fund are tax free. Funds can be withdrawn from the program when the employee separates from the city, when they experience a certified disability, and/or when they retire. A limitation and condition of the program pursuant to the IRS tax code is that the employee contributions into the program must be mandatory and uniform and involve all employees as a whole or by work group classification.

BACKGROUND

Our approach with this plan has been to seek to establish a program that would include all regular part-time and full-time employees rather than segment the program into various workgroup categories for implementation. Over the past year we have held several all-employee meetings to better understand the program and reviewed several potential participation methods. We conducted a straw poll with these potential approaches and identified concerns and interests to focus on and evaluate. We contacted other cities to see how they addressed their issues and to learn from their experience. We fine tuned program and contribution options – held more all employee meetings to go over the details and application of the program. We distributed a confidential ballot for employees to vote on whether or not to proceed with a recommended contribution program. We set a benchmark of at least a 66% affirmative vote in order to proceed

July 12, 2016

with a Retirement Health Savings Account program and the proposed contribution methods. The vote was conducted late May with 73.5% of the employees voting to proceed with the following contribution program:

- .05% (one half of one percent) of monthly salary – increasing July 1, 2017 to 1.0% of monthly salary. The contribution frequency will be semi-monthly – 2 times per month; and
- For employees that retire from the city age 65 and under – the contribution of 50% of compensable leave hours between 176 and 399 hours and 100% of compensable leave hours 400 and above. Compensable leave hours include the first 100 hours of sick leave at 100%; and 50% of all remaining sick leave hours; and 100% of Compensatory Time Off and 100% of Vacation Leave at the time of retirement.

The funds are available for use by the employee and their IRS defined dependents upon the employee separating from the city or if they encounter a certifiable disability. If the employee is deceased and there are funds in the account, those dependents can continue to use the funds for eligible reimbursements. A unique feature of the San Dimas recommended RHS program is that if a deceased employee does not have any IRS qualified dependents they can pre-designate how they want any remaining unused funds to be distributed. Otherwise their unspent funds would be forfeited and remain in the overall RHS program to be distributed to other participants.

There is challenge and difficulty in implementing a uniform program in a setting of varied interests, circumstances, needs, concerns, and situations. Because of the significant tax advantages of this program, the IRS tax code is very strict and clear on the mandatory participation requirement. There is no flexibility to allow individual employees to opt out or participate at a different contribution level. All of our employee discussions and actions focused on putting together a balanced approach that at least 2/3rds of the employees could support. Ultimately, 73.5% voted to move forward with this program as it is proposed. Because this program is new, and because it has restrictive features we see the value of assessing the program after 2 years to confirm with the employees that the program is still seen as an overall positive program or if adjustments or changes are desired.

RECOMMENDATION

1. Receive report from staff to explain the RHS program and the city's process and recommendation.
2. Approve a Resolution authorizing the adoption of the proposed RHS program and all accompanying documents and agreements necessary to implement the program. Note that the Resolution includes a condition that the city meet with employees towards the end of the first two years of the program to confirm that the program is meeting the overall needs and objectives of the employees.

Attachments:

- Resolution and implementation documents

RESOLUTION 20XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, AUTHORIZING THE ADOPTION OF THE VANTAGE CARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

Plan Number 803646

Employer: City of San Dimas, CA

Resolution of the above-named Employer (the "Employer")

WHEREAS; Health insurance and medical costs are a lifelong expense; and

WHEREAS; a Retirement Health Savings Program is a tool and means that would enable tax free savings for employees to address these future expenses; and

WHEREAS; Employee meetings regarding the establishment of a Retirement Health Savings Program have reached a consensus to proceed with a program for all regular part-time and full-time employees to make the following contributions starting August 15, 2016 to a Retirement Health Savings Program:

- .05% (one half of one percent) of monthly salary – increasing July 1, 2017 to 1.0% of monthly salary. The contribution frequency will be semi-monthly – 2 times per month; and
- For employees that retire from the city age 65 and under – the contribution of 50% of compensable leave hours between 176 and 399 hours and 100% of compensable leave hours 400 and above. Compensable leave hours include the first 100 hours of sick leave at 100%; and 50% of all remaining sick leave hours; and 100% of Compensatory Time Off and 100% of Vacation Leave at the time of retirement.;

WHEREAS; this is a new program with unique and specific requirements and restrictions. As such the city desires to meet with employees towards the end of the first two years of this program to confirm that the program is meeting the overall needs and objectives of the employees;

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the ICMA Retirement Corporation's Vantage Care Retirement Health Savings Program ("Program") through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan").

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of Trust of the City of San Dimas Integral Part Trust (executed copy attached hereto).

Adoption and establishment of a Retirement Health Savings (RHS) Program

BE IT FURTHER RESOLVED, that the Assistant City Manager shall be the coordinator and contact for the Program and shall receive necessary reports, notices, etc.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 20XX.

Curtis W. Morris, Mayor City of San Dimas

ATTEST:

Debra Black, Assistant City Clerk

I, Debra Black, Assistant City Clerk, hereby certify that Resolution 20XX-XX was adopted by the City Council of San Dimas at its regular meeting of _____, _____, 20XX by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Black, Assistant City Clerk

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of San Dimas

Type: VantageCare RHS

Account Number: 803646

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the ____ day of _____, 20__ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the City of San Dimas ("Employer") a local governmental instrumentality organized and existing under the laws of the State of California with an office at 245 East Bonita Avenue, San Dimas, California 91773.

RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings ("RHS") Program provided by ICMA-RC available to its employees through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan");

ICMA-RC acts as investment adviser to VantageTrust Company, LLC ("VTC"), the Trustee of VantageTrust II Multiple Collective Investment Funds Trust ("VantageTrust II");

VantageTrust II is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Rulings 81-100 and 2011-1, which provides for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit sharing plans, and retiree welfare plans, and other eligible investors;

VTC makes a series of separate funds (the "VT II Funds") available through VantageTrust II for the investment of plan assets as referenced in VantageTrust II's Declaration of Trust and Disclosure Memorandum ("Disclosure Materials");

VTC is a wholly owned subsidiary of ICMA-RC and has exclusive management and investment authority with respect to the VT II Funds;

The VT II Funds are available only through adoption of VantageTrust II; and

In addition to serving as investment adviser to VTC, ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

AGREEMENTS

1. Acceptance of RHS Program

Employer agrees to make the RHS Program provided by ICMA-RC available to its employees. The details of the RHS Program shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Program materials developed by ICMA-RC and provided to Employer. The RHS Program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Program materials. RHS Program materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon adoption of the RHS Program.

The functions to be performed by ICMA-RC and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan;
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
- (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

2. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participants' ages, addresses, dependents, spouses and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, spouse or dependent that is furnished by such participant, spouse or dependent, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC

will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

3. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.

4. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Information required to be retained by the Employer shall be set forth in the RHS Program materials developed by ICMA-RC and provided to the Employer.
- (c) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing the RHS Program. Employer is also responsible for determining that the investments selected for the Plan fall within state or local requirements. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.
- (d) Employer acknowledges that the RHS Plan is a “health plan” for Health Insurance Portability and Accountability Act (“HIPAA”) purposes and therefore is subject to HIPAA privacy rules. Employer also acknowledges that the RHS Plan is a Health Reimbursement Arrangement, subject to applicable provisions of the Affordable Care Act (“ACA”). An employer sponsoring the Plan is responsible for complying with the HIPAA privacy and security rules with respect to all protected health information created, maintained, received, or transmitted in relation to the Plan and is responsible for complying with the ACA.
- (e) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one

or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

- (f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the selection and retention of the Plan's investment options, including the selection of the applicable mutual fund share class.
- (g) To the extent the Funds in the Plan's investment lineup include VT II Funds, Employer confirms that it has executed a Participation Agreement for VantageTrust II and acknowledges that it has received the Disclosure Materials.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings regarding the Plan involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a spouse or child pursuant to a medical child support order is appropriate.

6. Compensation and Payment

Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Program as set forth below.

- (a) *For RHS assets in the VT II Funds*
 - (i) Asset-based fees will be included in the daily unit value of each VT II Fund; and
 - (ii) No separate asset-based fees will be assessed.
- (b) *For assets in Funds other than the VT II Funds*, an annual asset fee of 0.40% (40 basis points) will be charged on a monthly or quarterly basis, depending on the funds selected. Quarterly charges are based on the balance in the account on the last day of the previous quarter. Monthly charges are based on the average balance for the previous month.
- (c) A \$ 25 annual account administration fee will be charged quarterly to each Accountholder's account.
- (d) Asset-based fees and the annual account administration fee are subject to change with appropriate prior notification.

- (e) **Compensation for Advisory and other Services to The Vantagepoint Funds.** Employer acknowledges that certain wholly-owned subsidiaries of ICMA-RC receive compensation from The Vantagepoint Funds for advisory and other services furnished to The Vantagepoint Funds, a series of no-load, diversified mutual funds. The Vantagepoint Funds serve as the underlying funds to certain VT II Funds, and ICMA-RC makes available The Vantagepoint Funds for investment of public employer plan assets, including RHS Plan assets. The fees referred to in this subsection are disclosed in The Vantagepoint Funds Prospectus and Statement of Additional Information.

7. Contribution Remittance

Employer understands that amounts contributed to the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS Program materials and are not to be remitted to the ICMA Retirement Trust or ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

8. Responsibility

- (a) ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan, or related Trust, other than ICMA-RC in connection with the administration or operation of the Plan or related Trust.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service (“IRS”) may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS Program materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any Plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

9. Indemnification

Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney’s fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC’s negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each

succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.

11 Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) The parties agree that only an adjustment to compensation or administrative and operational services under this Agreement may be implemented by ICMA-RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60 day period before the effective date, the Employer notifies ICMA-RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

12. Notices

All notices required to be delivered under this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

13 Complete Agreement

This Agreement shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

CITY OF SAN DIMAS

By _____
Signature/Date

By _____
Name and Title (Please Print)

INTERNATIONAL CITY
MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION



By _____
Erica McFarquhar
Assistant Secretary

**EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN
ADOPTION AGREEMENT**

Plan Number: 8 03646

Select as applicable: Standalone RHS Integrated RHS Amendment to Existing Plan New Plan (see NOTE below)

NOTE: (For existing employers only): **Check here** if you want ICMA-RC to use existing plan contact information for this new plan setup. Otherwise, if contact information has changed, please complete and return the Implementation Data Form found on pg. II:31 along with the adoption materials.

Employer Retirement Health Savings Plan Name:

I. **Employer Name:** CITY OF SAN DIMAS State: CALIFORNIA

II. **The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.**

III. **Effective Date of the Plan:** AUGUST 15, 2016

IV. **The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer:** RETIREMENT HEALTH SAVINGS PLAN (RHS)

V. **Eligible Groups, Participation and Participant Eligibility Requirements**

A. **Eligible Groups**

The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan (check all applicable boxes):

- All Employees
- All Full-Time Employees
- Non-Union Employees
- Public Safety Employees – Police
- Public Safety Employees – Firefighters
- General Employees
- Collectively-Bargained Employees (Specify unit(s)) _____
- Other (specify group(s)) ALL REGULAR PART-TIME AND FULL-TIME EMPLOYEES

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. **Participation**

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. **Participant Eligibility Requirements**

1. Minimum service: The minimum period of service required for participation is N/A (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: CONTRIBUTIONS WILL COME FROM TWO SOURCES - SEMI-MONTHLY SALARY DEDUCTION AND COMPENSABLE LEAVE AT RETIREMENT FROM THE CITY

B. Direct Employer Contributions and Mandatory Contributions

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- _____ % of Earnings
- \$ _____ each Plan Year
- A discretionary amount to be determined each Plan Year
- Other (describe): _____

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- Reduction in Salary - .05 % of Earnings or \$ _____ will be contributed for the Plan Year.
- Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- Accrued Sick Leave _____
- Accrued Vacation Leave _____
- Other (specify type of leave) Accrued Leave FOR EMPLOYEES AGE 65 AND UNDER THAT RETIRE FROM THE CITY - 50% OF COMPENSABLE LEAVE HOURS BETWEEN 176 AND 399 HOURS; AND 100% OF COMPENSABLE LEAVE HOURS 400 HOURS AND ABOVE

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

- There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
- _____ % of earnings*
- *Definition of earnings: Same as Section VI.A., Other
- \$ _____ for the Plan year.

See Section V.B. for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured Plans.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

- The account is 100% vested at all times.
- The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.

*Definition of retirement includes a separation from service component and is further defined by (check one):

- The primary retirement plan of the Employer
- Separation from service
- Other _____

C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

VIII. Forfeiture Provisions

Upon separation from the service of the Employer prior to attainment of benefit eligibility (as outlined in Section IX), or upon reversion to the Trust of a Participant's account assets remaining upon the participant's death (as outlined in Section XI), a Participant's non-vested funds shall (check one box):

- Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).*
- Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.*
- Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.*
- Revert to the Employer via check.

** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to employer's forfeiture account for further direction from the employer. If there are participants without a balance who should receive forfeiture assets, please provide alternative instructions to ICMA-RC on the forfeiture reallocation notice.*

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan

A. A Participant is eligible to receive benefits:

- At retirement only (also complete Section B.)

Definition of retirement:

- Same as Section VII.B.

Other _____

- At separation from service with the following restrictions

- No restrictions

Other _____

B. Termination prior to general benefit eligibility: In case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

- Immediately upon separation from service

Other _____

C. A Participant that becomes totally and permanently disabled

- as defined by the Social Security Administration

- as defined by the Employer's primary retirement plan

- other _____

will become immediately eligible to receive medical benefit payments from his/her VantageCare Retirement Health Savings Plan account.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

X. Permissible Medical Benefit Payments

Benefits eligible for reimbursement consist of:

- All Medical Expenses eligible under IRC Section 213* other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin).

- The following Medical Expenses eligible under IRC Section 213* other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin). Select only the expenses you wish to cover under the VantageCare Retirement Health Savings Plan:

- Medical Insurance Premiums

- Medical Out-of-Pocket Expenses*

- Medicare Part B Insurance Premiums

- Medicare Part D Insurance Premiums

- Medicare Supplemental Insurance Premiums
- Prescription Drug Insurance Premiums
- COBRA Insurance Premiums
- Dental Insurance Premiums
- Dental Out-of-Pocket Expenses*
- Vision Insurance Premiums
- Vision Out-of-Pocket Expenses*
- Qualified Long-Term Care Insurance Premiums
- Non-Prescription medications allowed under IRS guidance*
- Other qualifying medical expenses (describe)*

* See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plans.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

The surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into Dreyfus Cash Management fund* (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

**An investment in the Dreyfus Cash Management money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund. Investors should consider the investment objectives, risks, charges, and expenses of the fund carefully before investing. You may visit us at www.icmarc.org or call 800-669-7400 to obtain a prospectus that contains this and other information about the fund. Read the prospectus carefully before investing.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert to the Plan to be applied as specified in Section VIII.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert to the Plan to be applied as specified in Section VIII.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification and benefit eligibility notification.

- B.** Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

- C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

XIII. Employer Acknowledgements

- A. The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B. Check this box if you are including supporting documents that include plan provisions.

EMPLOYER SIGNATURE

By: _____

Date: _____

Title: MAYOR, CITY OF SAN DIMAS _____

Attest: _____

Date: _____

Title: CITY CLERK _____



VantageCare Retirement Health Savings Implementation Data Form – Page 1 of 3

Instructions to Employer: Provide necessary information to establish your plan properly.

1 GENERAL INFORMATION

Employer Plan Number: 803646 Employer's Full Name: CITY OF SAN DIMAS
 Street Address: 245 EAST BONITA AVE.
 City: SAN DIMAS State: CA Zip Code: 91773
 Employer's Federal Tax Identification Number: 95-2104508

2 PRIMARY CONTACT INFORMATION

This person is responsible for the day-to-day administration and processing of RHS transactions. This is the person we call if general questions arise concerning your RHS plan. **Note: the Primary Contact will be used if any contact designations are left blank.**

Contact Name: STEVE VALDIVIA
 Title: ACCOUNTING SUPERVISOR
 Telephone #: (909) 394 - 6224 Fax #: (909) 394 - 6209
 Email Address: svaldivia@ci.san-dimas.ca.us

3 CLAIMS CONTACT INFORMATION

This person(s) will be responsible for coordinating with the RHS plan third-party claim administrator.

1. Contact Name: JENNIFER LAGASPI
 Title: ACCOUNTING TECH
 Telephone #: (909) 394 - 6221 Fax #: (909) 394 - 6209
 Email Address: jlegaspi@ci.san-dimas.ca.us

2. Contact Name: _____
 Title: _____
 Telephone #: _____ Fax #: _____
 Email Address: _____



VantageCare Retirement Health Savings Implementation Data Form – Page 2 of 3

4 CONTRIBUTION/EZLINK CONTACT INFORMATION

This person is responsible for sending contributions to ICMA-RC. If there are discrepancies in the contribution amount received and the corresponding detail transmitted via EZLink, this is the person we will contact to resolve the issue. This person should have access to all payroll/contribution information.

Contact Name:

JENNIFER LEGASPI

Title:

ACCOUNTING TECH

Telephone #:

(909) 394 - 6221

Fax #:

(909) 394 - 6209

Email Address:

jlegaspi@ci.san-dimas.ca.us

5 TRUSTEE CONTACT INFORMATION

If your state or local law requires a resolution, the title of this person is designated in the resolution. If a different person obtains the same title, you may use this form to update the name change. This person will receive all quarterly statements as well as confirmations for each contribution received and confirmations for all reinvested dividends.

Contact Name:

KEN DURAN

Title:

ASSISTANT CITY MANAGER

Telephone #:

(909) 394 - 6214

Fax #:

(909) 394 - 6209

Email Address:

6 BILLING (FEES) CONTACT INFORMATION

If ICMA-RC charges any employer paid fees to your account, this person will receive the invoices.

Contact Name:

STEVE VALDIVIA

Title:

ACCOUNTING SUPERVISOR

Telephone #:

(909) 394 - 6224

Fax #:

(909) 394 - 6209

Email Address:



VantageCare Retirement Health Savings Implementation Data Form – Page 3 of 3

7 DEFAULT INVESTMENT OPTION

Default Fund for Investment Allocations:

The default fund will be used if a participant does not provide valid allocation instructions (i.e., no allocation is provided, the allocation percentages do not total 100%, or one or more funds that are not available to the plan are selected).

If you do not make an election in this section, the VantageTrust II* Vantagepoint Milestone Fund with the target date closest to a participant's 60th birthday will be used as your plan's default option.

You may select the "Custom Default" option if you would like to use a fund (or funds) other than the Milestone Funds as your plan's default option. Please see ICMA-RC's Standard Plan Fund Lineup for RHS at www.icmarc.org to complete this section.

Note: Prior to selecting the "Custom Default" option, employers should carefully review the Department of Labor's final regulations on qualified default investment alternatives (QDIAs). More information is available online at www.dol.gov or www.icmarc.org/ppa.

Default Fund for Investment Allocations (Select one option):

- The Milestone Funds (Default) with a target retirement age of:
 - Age 60 (Default)
 - Age _____ (input the target retirement age to be used for your plan)
- Custom Default (List the fund name(s) and percentage(s) that will be used as the plan's default investment option):

Fund Name	Percentage
_____	_____
_____	_____
_____	_____

Target retirement age for custom target-date funds (select one option):

- Age 60 (Default)
- Age _____ (input the target retirement age to be used for your plan)

* RHS plans established before April 22, 2016 with the Milestone Funds as the plan default fund, use the Vantagepoint Milestone Funds.

8 PLAN IMPLEMENTATION INFORMATION

Contribution Frequency: (check one):

- Bi-weekly Monthly Quarterly
- Weekly Semi-monthly Annually

Contribution Deposit Method:

- Wire ACH

First Contribution Date Following Implementation: 08 / 27 / 2016 (mm/dd/yyyy).

Number of Eligible Employees: 80



Plan Name: CITY OF SAN DIMAS RHS

Plan Number(s): 803646

(All plan numbers must be listed to avoid processing delays.)

1
Primary Contact Information

Primary Contact Name: KEN DURAN
Primary Contact Title: ASSISTANT CITY MANAGER
Email Address: kduran@ci.san-dimas.ca.us
Daytime Phone Number: (909) 394 - 6214

2
EZLink User Information

Select One: Add New User ID Update User ID Remove User ID
Name: MICHAEL O'BRIEN
Title: ADMINISTRATIVE SERVICES MANAGER
Email Address: mobrien@ci.san-dimas.ca.us
Daytime Phone Number: (909) 394 - 6225

Access Options (You must select either yes or no for each access option):

Balance Inquiry Yes No File Transfer Yes No
Enrollments/Rehire Yes No Participant Data Transfers Yes No
Participant Changes Yes No

Select One: Add New User ID Update User ID Remove User ID
Name: STEVE VALDIVIA
Title: ACCOUTNING SUPERVISOR
Email Address: svaldivia@ci.san-dimas.ca.us
Daytime Phone Number: (909) 394 - 6224

Access Options (You must select either yes or no for each access option):

Balance Inquiry Yes No File Transfer Yes No
Enrollments/Rehire Yes No Participant Data Transfers Yes No
Participant Changes Yes No

Select One: Add New User ID Update User ID Remove User ID
Name: JENNIFER LEGASPI
Title: ACCOUNTING TECH
Email Address: jlegaspi@ci.san-dimas.ca.us
Daytime Phone Number: (909) 394 - 6221

Access Options (You must select either yes or no for each access option):

Balance Inquiry Yes No File Transfer Yes No
Enrollments/Rehire Yes No Participant Data Transfers Yes No
Participant Changes Yes No



3
EZLink User Information
(continued)

Select One: Add New User ID Update User ID _____ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (_____) _____ - _____

Access Options (You must select either yes or no for each access option):

- Balance Inquiry Yes No File Transfer Yes No
- Enrollments/Rehire Yes No Participant Data Transfers Yes No
- Participant Changes Yes No

Select One: Add New User ID Update User ID _____ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (_____) _____ - _____

Access Options (You must select either yes or no for each access option):

- Balance Inquiry Yes No File Transfer Yes No
- Enrollments/Rehire Yes No Participant Data Transfers Yes No
- Participant Changes Yes No

4
Primary Contact Approval

ICMA-RC considers participant information to be highly confidential, and we go to great lengths to avoid breaching that confidentiality. For this reason, ICMA-RC cannot be responsible for (i) negligent or intentional misuse of the password by the municipality's officers, employees, agents or contractors, (ii) a breach of confidentiality that may occur as a result of such negligent or intentional misuse of the password, or (iii) a breach of confidentiality that may occur as a proximate result of the municipality's access to the participant database. If the municipality uses EZLink online transaction processing, please remember to review all financial information you have entered for your participants, as ICMA-RC is not responsible for incorrect data transmitted by the municipality. ICMA-RC recommends that you encourage all participants to review confirmations for accuracy. **EZLink User IDs that have not been used within a consecutive eighteen month period will be systematically deleted to further protect the security of your plan and participant data.**

ICMA-RC's website is normally available 24 hours a day, seven days a week. However, service availability is not guaranteed. Neither ICMA-RC or its affiliates, the Vantage Trust Company, nor The Vantagepoint Funds will be responsible for any loss (or forgone gain) you may incur as a result of service being unavailable.

Please signify your agreement to these terms by signing in the space indicated below. We will provide you with User ID(s) and Password(s) to begin using EZLink. Should you have questions, please call our EZLink Team at 1-800-326-7272.

Agreed: _____ Date: _____

Print your name: KEN DURAN

For ICMA-RC Internal Use Only:

EZLink Primary _____ NBS _____ EZLink QA _____ Data Security _____

VantageTrust II Multiple Collective Investment Funds Trust

Participation Agreement

This Participation Agreement is by and between VantageTrust Company, LLC ("Trust Company"), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the "Trust"), and the employer executing this Participation Agreement ("Employer") on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and effective as of the date specified at the end of this Agreement (the "Retirement Trust").

RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a "Fund") under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the "Declaration of Trust"), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as "Eligible Trust" in the Declaration of Trust).
2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance.** The Employer hereby acknowledges that the Trust Company has appointed ICMA Retirement Corporation ("Investment Adviser"), an investment adviser registered under the Investment Advisers Act of 1940, as an investment adviser, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of Investment Adviser.
3. **Adoption of Trust.** The Retirement Trust's participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust's participation in each Fund will also be subject to the terms of the Declaration of Trust.
4. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.
5. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within fifteen (15) calendar days of receipt of any notice, execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust

Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.

WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST

1. Employer and Retirement Trust represent and warrant as follows:

- A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:
 - i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
 - ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
 - iii. Section 401(a)(24) governmental plans; or
 - iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
 - v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or
 - vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
- B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to, and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100;
- C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;
- D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made.

2. Employer hereby represents and acknowledges the following:

- A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.

- B. It has received and reviewed the Declaration of Trust, any addenda thereto, the VantageTrust II Funds Disclosure Memorandum, and any additional materials and information it has requested describing the Trust, and its business and operation, and that in making a prudent investment decision with respect to the contribution of assets to the Trust in exchange for Units, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.
 - C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.
 - D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.
 - E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.
 - F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.
3. Employer agrees promptly to notify the Trust Company in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given to the Trust Company, the Trust Company may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

FEES AND EXPENSES

- 1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

MISCELLANEOUS

- 1. **Construction.** This Participation Agreement shall be deemed to be executed and delivered in the District of Columbia, and, except to the extent superseded by federal laws, all laws or rules of construction of the District of Columbia shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.
- 2. **Counterparts.** This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.
- 3. **Amendments.** This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.
- 4. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement ("ASA") between the parties, the terms of this Participation Agreement and the Declaration of Trust shall prevail. In the event that the terms of this

Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

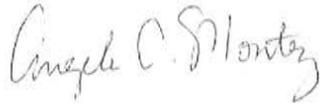
5. **Prohibited Transactions.** If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its sole discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.
6. **Severability.** Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified below.

VantageTrust II Multiple Collective Investment Funds Trust

By: VantageTrust Company, LLC, as Trustee,



By: Angela Montez
Secretary

Plan/Retirement Trust:

Plan/Retirement Trust Name ICMA-RC Plan Number

Plan/Retirement Trust Name ICMA-RC Plan Number

By: _____
Name of Employer or Fiduciary Customer Number

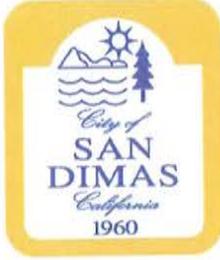
By: _____
Authorized Officer Signature Date

Printed Name and Title

Address Line 1

Address Line 2

Telephone Number



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
July 12, 2016

From: Blaine Michaelis, City Manager

Initiated by: Ken Duran, Assistant City Manager

Subject: Mandatory Commercial Organic Recycling Update and Approval of Waste Management Organic Recycling Rates

SUMMARY

The City has coordinated with Waste Management to identify, contact, and audit all San Dimas businesses that may be required to implement an organic recycling program. Organic disposal rates are significantly higher than traditional disposal rates due to the limited number of organic recycling facilities and businesses sharing the cost this year. Disposal rates should decrease next year as additional businesses will be required to comply, distributing the cost among them. Staff seeks approval of the organic recycling rates for Waste Management.

BACKGROUND

In October 2014, AB 1826 was adopted by the state legislature which requires all commercial businesses that generate eight (8) or more cubic yards of organic waste per week, or multi-family complexes with five or more units, to recycle their organic waste in an attempt to achieve a 50% reduction rate by 2020. Starting January 2017, the waste threshold will be reduced from eight (8) cubic-yards per week to four (4) cubic-yards per week. In February 2016, the City adopted a mandatory organics recycling plan which became effective April 1, 2016. Organic waste is defined as, "Food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste". The plan contained requirements for both businesses and the City.

Business Requirements

Businesses that generate eight or more cubic yards of organic waste per week and multi-family units of five or more are required to recycle using any combination of the following:

- Subscribe to separate organic waste recycling service using the franchise hauler
- Self-hauling to an organic recycler
- Sell or donate the generated organic waste.
- Recycle the material on-site, such as composting, anaerobic digestion, vermicomposting.

City Requirements

Cities must implement an organics recycling plan which consists of:

- Identifying which businesses are subject to the mandated recycling requirements
- Notifying affected businesses and informing them of the new regulation
- Surveying affected businesses to determine their current recycling status
- Education/Outreach – Informing businesses of their recycling options
- Monitoring – Identifying businesses that are not recycling after the implementation date and informing them of the state requirement.
- Enforcement – At this time, the City is seeking voluntary compliance with the Mandatory Commercial Organics Recycling Program.

One of the first City tasks was to identify potential affected businesses and inform them that they may be required to comply depending on the results of organic waste audits Waste Management would conduct. Once the audits were complete, it was determined that only two businesses would potentially be required to comply in 2016. In order to provide an opportunity for businesses to subscribe for organic recycling service, Waste Management had to develop a program and establish a price structure for the service.

DISCUSSION/ANALYSIS

Businesses that are required to recycle organic waste have several options. One of them is to recycle by subscribing to service through the City's franchise hauler, Waste Management. Since Waste Management did not have an organics recycling program they had to develop a program and establish a cost for the service.

Avoiding high organic disposal rates is difficult mainly because there are very few facilities equipped to handle organics at this time. The closest facility that currently accepts organics is Puente Hills MRF (Materials Recovery Facility) and Transfer Station. Tipping fees at the Puente Hills MRF for organics are 60% higher than rates for trash and traditional recycling. In addition, only two businesses may possibly be required to comply this year making the cost higher. Should the number of businesses increase next year when the threshold is decreased to four (4) cubic-yards per week, the cost would decrease.

Businesses that are provided service are required to utilize specialized organic carts/bins to minimize odors and ensure no leakage occurs. Moreover, Waste Management will be utilizing

specialized trucks for the same reasons. Regular maintenance of these trucks will be increased due to implications such as storm water issues that could arise from leakages. Unfortunately, this increased maintenance will also increase disposal fees. These additional expenses may present a financial challenge for San Dimas businesses in the future. However, the City plans to notify all businesses that may exceed the upcoming threshold of four (4) cubic-yards well in advance in an effort to prepare them for the additional expense. The new threshold becomes effective January 1, 2017.

Moving forward, City staff will conduct site visits at affected businesses to encourage compliance and continued education. In the coming months, the City will evaluate which businesses may potentially be affected next year and begin the process of identifying, educating, and auditing them with the help of Waste Management. Preliminary estimates for 2017 indicate as many as 35 businesses could be affected. However, it will require further analysis to determine how many of those businesses will be required to comply in January.

Recommendation

Attached are Waste Management's proposed rates for the remainder of this calendar year. New rates may be proposed in November as a part of the 2017 annual rate review.

Staff recommends the City Council approve the organic recycling rates attached hereto as "Exhibit A".

Exhibit A: Waste Management: City of San Dimas Organic Rates 2016

Respectfully submitted,

Ken Duran, Assistant City Manager



WASTE MANAGEMENT

13940 E. Live Oak Ave.
Baldwin Park, CA 91706

(626) 646-4712
tmuse@wm.com

March 29, 2016

Ken Duran
Assistant City Manager
City of San Dimas
245 W. Bonita Ave.
San Dimas, CA 91750

Dear Mr. Duran,

In order to help the City of San Dimas and the AB1826 regulated businesses, Waste Management has put together the San Dimas Organics Recycling Program. This program will offer 64-gallon organics carts and 2-yd organics bins. The program will offer pick up services 6 days a week, Monday thru Saturday.

In addition to the containers and pick up services, Waste Management will offer organics customers a customized education program for their employees and customers to insure the program is successful. The education program will include flyers, posters and specially labeled bins along with in-person trainings for employees. Our staff will also do periodic check-ins with organics customers to see if additional training or education materials are needed as the organics program adjusts to this new form of recycling.

The rate sheet for the organics program is attached. Please let me know if you have any questions, and need any additional information. We look forward to implementing the San Dimas Organics Program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Teri G. Muse', written in a cursive style.

Teri G. Muse
Public Sector Solutions Manager
Waste Management
San Gabriel/Pomona Valley

Attachments: San Dimas Organics Program Rate Sheets

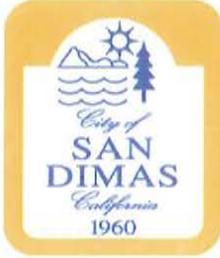
"Exhibit A"

Waste Management
City of San Dimas Organics Rates
Effective July 1, 2016

Disposal Component Assumptions without Franchise Fees			
Average lbs per Yard			350
Cost Per Ton - Puente Hills	\$		85.00
Disposal Factor Calculation:			350
Pounds to Tons Factor	Divide by		2,000
Monthly Factor	Multiply by		4.33
Disposal Cost	\$		85.00
Monthly Disposal Component Per Yard	\$		64.41

64 Gallon Cart					
Frequency	Service	Disposal	Franchise Fee	Franchise Fee %	Total Rate
1 x Per Week	\$ 31.74	\$ 20.41	\$ 12.23	19.0%	\$ 64.39
2 x Per Week	\$ 63.49	\$ 40.82	\$ 24.47	19.0%	\$ 128.78
3 x Per Week	\$ 95.23	\$ 61.23	\$ 36.70	19.0%	\$ 193.16
4 x Per Week	\$ 126.98	\$ 81.64	\$ 48.94	19.0%	\$ 257.55
5 x Per Week	\$ 158.71	\$ 102.05	\$ 61.17	19.0%	\$ 321.93
6 x Per Week	\$ 190.46	\$ 122.46	\$ 73.40	19.0%	\$ 386.31

2 Yard Bin					
Frequency	Service	Disposal	Franchise Fee	Franchise Fee %	Total Rate
1 x Per Week	\$ 120.71	\$ 128.82	\$ 58.53	19.0%	\$ 308.06
2 x Per Week	\$ 241.44	\$ 257.64	\$ 117.07	19.0%	\$ 616.14
3 x Per Week	\$ 362.15	\$ 386.45	\$ 175.60	19.0%	\$ 924.20
4 x Per Week	\$ 482.87	\$ 515.27	\$ 234.13	19.0%	\$ 1,232.28
5 x Per Week	\$ 603.60	\$ 644.09	\$ 292.67	19.0%	\$ 1,540.35
6 x Per Week	\$ 724.30	\$ 772.91	\$ 351.20	19.0%	\$ 1,848.41



Agenda Item Staff Report San Dimas Successor Agency

To: Honorable Chair and Members of the Successor Agency
For the meeting of July 12, 2016

From: Blaine Michaelis, Executive Director 

Subject: Receive report from staff regarding the process to solicit Developer Qualifications for a hotel project on the Successor Agency's property at Bonita and Cataract. Authorize staff to enter into negotiations to prepare an Exclusive Negotiation Agreement and an appraisal of the property.

SUMMARY

Successor Agency staff has been administering a process to solicit interest and qualifications for the development of a hotel on the Successor Agency's property at Bonita and Cataract.

The process has involved the solicitation of proposals, interviews, follow up questions, site visits, and additional meetings with Kosmont Companies, our consultant with this process.

We are recommending that the Successor Agency Board authorize staff to proceed with the details of preparing an Exclusive Negotiating agreement with the Excel Hotel Group of San Diego; and to authorize staff to proceed with securing an appraisal of the property to assist in the Agreement preparation process.

Should a recommended Exclusive Negotiation Agreement be achieved, it will be agendized for formal approval at a future Successor Agency Meeting. Pending Successor Agency action at this meeting, these same recommendations will be presented to the San Dimas Oversight Board for their consideration and approval.

BACKGROUND

The Successor Agency commissioned a hotel feasibility study late last year to help evaluate potential uses for the Agency owned property at Bonita and Cataract. The results of the study indicated favorable market conditions for a hotel. The Successor Agency and City Council affirmed that there was a willingness to provide for land use changes that may be necessary for a hotel use at this location, including the consideration of a potential 4 story building. It was further confirmed that there was interest in the development of the entire site (a hotel would require 1 ½ to 2 acres of the 4.4 acres available); consistent with uses that reflect current zoning provisions – commercial/retail uses.

Late last year the Successor Agency retained the services of Kosmont Companies to assist with this process. Early this year the Staff initiated and conducted a Request for Qualifications process to identify a recommended developer for this site. Several developers were considered in this process – the consultant and staff’s recommendation is to initiate focused attention on an agreement with the Excel Hotel Group of San Diego for the following reasons:

- Significant experience in the development and management of a variety of projects in the hotel and hospitality industry.
- Proven track record of success in hotel development and operations.
- Quality and experience of their development team – financing, design and entitlement, construction, and operation and ownership.
- Site visit to confirm their architectural, site design, and hotel amenity capabilities.
- Experience with the development of hotel products and brands that are consistent with the San Dimas Hotel market study conclusions and recommendations.
- Relationships with several hotel brands giving them an opportunity to customize the hotel brand, size and amenities that best fits the San Dimas market.
- The strength of the Excel Group team represented the best opportunity to produce a timely project in a market that may have a limited window of opportunity and viability.

PROCESS PENDING FAVORABLE SUCCESSOR AGENCY ACTION

- The Developer will submit a Letter of Intent to the Agency outlining the ‘business expectations’ they have in moving forward with a project to develop the entire site with a hotel and commercial/retail. We anticipate there will be a more detailed description of the project itself – Hotel brand, number of rooms, potential retail, restaurants etc. This document and process will evolve into the elements of the Exclusive Negotiation Agreement which will represent the roadmap for our work with this Developer to move the project forward.
- The elements of the Exclusive Negotiation Agreement will be discussed and negotiated toward a recommended mutual agreement for Successor Agency approval. The agreement will also identify tasks to be completed on a timetable and schedule.
- The sale of this property must reflect a market value – the typical method to make that determination is to secure an appraisal to provide the justification of the sale price as the transaction proceeds through the Redevelopment Agency dissolution review process. Securing an appraisal will help us in working with the Developer to put together a recommended agreement.

RECOMMENDATION

1. Receive a report from staff regarding the RFQ process.
2. Authorize Staff to secure an appraisal for the Bonita Cataract property owned by the Successor Agency.
3. Authorize Staff to work on an Exclusive Negotiation Agreement with Excel Hotel Group of San Diego for the Development of the Bonita Cataract property.
4. Should a recommended Agreement be achieved, the Agreement will be scheduled for Successor Agency approval at a future meeting.
5. Provide this information to the San Dimas Oversight Board for their background, consideration, and consent as may be appropriate.