

**CITY OF SAN MARINO**  
**CITY COUNCIL AGENDA**

*Allan Yung, MD, Mayor*

*Richard Sun, DDS, Vice Mayor*

*Steven W. Huang, DDS, Council Member*

*Steve Talt, Council Member*

*Richard Ward, Council Member*

*John T. Schaefer, City Manager*



[www.cityofsanmarino.org](http://www.cityofsanmarino.org)

(626) 300-0700 Phone

(626) 300-0709 Fax

City Hall Council Chamber

2200 Huntington Drive

San Marino, CA 91108

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**FRIDAY, JULY 29, 2016**  
**8:00 A.M.**  
**CITY HALL**  
**COUNCIL CHAMBER**  
**2200 HUNTINGTON DRIVE, SAN MARINO, CA**

The City of San Marino appreciates your attendance. Citizens' interest provides the Council with valuable information regarding issues of the community.

Regular Meetings are held on the 2<sup>nd</sup> Wednesday of every month at 6:00 p.m. Adjourned Regular Meetings are held on the last Friday of every month at 8:00 a.m.

In compliance with the American with Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the City Clerk's Office at (626) 300-0705 at least 48 hours prior to the meeting.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Councilman Huang, Councilman Talt, Councilman Ward, Vice Mayor Sun, and Mayor Yung

**POSTING OF AGENDA**

The agenda is posted 72 hours prior to each meeting at the following locations: City Hall, 2200 Huntington Drive, the Crowell Public Library, 1890 Huntington Drive and the Recreation Department, 1560 Pasqualito Drive. The agenda is also posted on the City's Website: <http://www.cityofsanmarino.org>

**PUBLIC COMMENTS**

Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the City Council on any item of interest to the public, before or during the Council's consideration of the item, that is within the subject matter jurisdiction of the City Council.

**MOTION TO WAIVE FURTHER READINGS**

This action permits the City Council to act on ordinances and resolutions without having to read the entire text of the ordinance or resolution. The title of an ordinance on First Reading must be read in its entirety. An ordinance on Second Reading does not require having the title read. However, the City Council may request that an ordinance or resolution be read in its entirety before taking any action.

**PRESENTATIONS**

1. **PRESENTATION OF CERTIFICATES OF APPRECIATION TO THE 4<sup>TH</sup> OF JULY PARTICIPANTS**
2. **COMMENDATION FOR THOSE INVOLVED IN THE SWIMMING POOL RESCUE OF A SAN MARINO CHILD**

**INTRODUCTION**

3. **INTRODUCTION OF INTERIM CITY MANAGER**

**CONSENT CALENDAR**

Members of the public may at this time speak on any items on the Consent Calendar. After which, the Mayor will request members of the City Council to indicate if there are any items on the Consent Calendar that should be discussed individually. These items will be pulled from the Consent Calendar and acted on separately.

4. **JUNE 2016 TREASURER'S REPORT**

Recommendation: "A motion to accept and file the Treasurer's Report for the period ending June 30, 2016."

**5. REQUEST TO CLOSE THE CROWELL PUBLIC LIBRARY FOR DELICIOUS DESTINATIONS FUNDRAISING EVENT**

Recommendation: “A motion to authorize the closure of the Crowell Public Library on October 14 and 15, 2016 for the purposes of holding the Delicious Destinations event.”

**6. EXTENSION OF MASTER ENCROACHMENT AGREEMENT BETWEEN THE CITY OF SAN MARINO AND NEXTG NETWORKS OF CALIFORNIA**

Recommendation: “A motion to authorize the City Manager to waive the notice period, which would extend the term of the Master Encroachment Agreement between the City of San Marino and NextG Networks of California for an additional five years agreement for an additional 5 years.”

**7. AWARD OF BID – HUNTINGTON DRIVE STREET REHABILITATION PROJECT (FROM WINSTON AVENUE TO VIRGINIA ROAD) PROJECT NO. 2882, NIB #N-16-06**

Recommendation: “A motion to 1) award the bid for the Huntington Drive Street Rehabilitation Project from Winston Ave. to Virginia Rd. (Project No. 2882, NIB #N-16-06) to All American Asphalt of Corona, California in the amount of \$992,394.00; and 2) authorize the additional appropriation for the project in the amount of \$424,724.96 from the Rehabilitation – Various Streets fund.”

**8. ACCEPTANCE AND APPROPRIATION OF FUNDS FOR THE OLD MILL COTTAGE REPAIRS**

Recommendation: “A motion to accept and approve a revenue appropriation of \$20,000 to account 101-95-3701-0000 and approve an additional expenditure of \$20,000 from account 394-85-4600-5570 to be offset by the \$20,000 donation to the Old Mill Foundation to repair the cottage.”

**9. TERMINATION OF CONTRACT FOR THE ROSE ARBOR PROJECT**

Recommendation: “A motion to 1) terminate the contract for the Rose Arbor Project to Liberty Painting & Restoration of Brea, California in the amount of \$117,940.00; and 2) authorize staff to rollover the unspent funds to the new Fiscal Year 2016-2017; and 3) direct staff to re-bid the project with a revised scope of work.”

**10. RESOLUTION R-16-11 - ADOPTION OF THE GANN LIMIT, APPROPRIATIONS SUBJECT TO THE LIMITATION**

Recommendation: “A motion to adopt Resolution No. R-16-11, and to rescind Resolution No. R-16-04.”

**NEW BUSINESS****11. RENEWAL OF WATER FRANCHISE WITH CALIFORNIA AMERICAN WATER COMPANY**

Recommendation: “A motion to adopt Resolution No. R-16-12 and to read by title only and introduce Ordinance No. O-16-1307.”

**12. RESOLUTION TO SUPPORT HOUSE OF REPRESENTATIVES BILL 3484 (HR3484) PERTAINING TO THE LOS ANGELES HOMELESS VETERANS LEASING ACT OF 2016 AUTHORIZING THE SECRETARY OF VETERANS AFFAIRS TO ENTER INTO CERTAIN LEASES AT THE DEPARTMENT OF VETERANS WEST LOS ANGELES CAMPUS**

Recommendation: “A motion to adopt Resolution No. R-16-10 expressing the City of San Marino’s support for H.R. 3484: Los Angeles Homeless Veterans Leasing Act of 2016, and asking the Mayor to send a letter of support to the Secretary of Veterans’ Affairs.”

**CONTINUED BUSINESS****13. CRIME REDUCTION PLAN UPDATE REPORT**

Recommendation: “A motion to receive and file the July Crime Reduction Plan quarterly report for fiscal year 2016-2017.”

**14. REVIEW OF MAKING SAN MARINO BETTER LIST****PUBLIC COMMENTS**

The public may at this time speak regarding any city-related issue, provided that no action shall be taken on any item not appearing on the agenda. Any person desiring to speak should complete a Speaker’s Form located at the entrance and hand it to the City Clerk. The Mayor reserves the right to place limits on duration of comments.

**CLOSED SESSION****15. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of subdivision (D) of Government Code Section 54956.9-(1) Case

**16. CONFERENCE WITH LABOR NEGOTIATOR – PURSUANT TO GOVERNMENT CODE SECTION 54957.6:**

Agency Negotiator: Attorney, Steve Filarsky  
City Manager, John Schaefer

Employee Organization: San Marino City Employees’ Association  
representing General Employees

**17. CONFERENCE WITH LABOR NEGOTIATOR—PURSUANT TO GOVERNMENT CODE SECTION 54957.6:**

Agency Negotiator: Attorney, Steve Filarsky  
City Manager, John Schaefer

Employee Organization: San Marino Police Officers’ Association

**18. CONFERENCE WITH LABOR NEGOTIATOR—PURSUANT TO GOVERNMENT CODE SECTION 54957.6:**

Agency Negotiator: Attorney, Steve Filarsky  
City Manager, John Schaefer

Employee Organization: San Marino Fire Fighters’ Association

**RECONVENE TO OPEN SESSION**

**CLOSED SESSION REPORT**

**ADJOURNMENT**

The San Marino City Council will adjourn to the to a joint meeting to be held with the San Marino Unified School District Board of Education on **WEDNESDAY, SEPTEMBER 14, 2016, at 5:00 P.M.** in the City Hall Emergency Operations Center (EOC), 2200 Huntington Drive, San Marino, California.

Dated: July 25, 2016  
Posted: July 25, 2016

VERONICA RUIZ, CMC  
CITY CLERK

**PRESENTATION OF CERTIFICATES OF  
APPRECIATION TO THE 4<sup>TH</sup> OF JULY  
PARTICIPANTS**

**AGENDA ITEM NO. 1**

**COMMENDATION FOR THOSE INVOLVED IN  
THE SWIMMING POOL RESCUE OF A SAN  
MARINO CHILD**

**AGENDA ITEM NO. 2**

# **INTRODUCTION OF INTERIM CITY MANAGER**

**AGENDA ITEM NO. 3**

# City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: MARINA WANG, CITY TREASURER

BY: KEN PUN, CONTRACT DEPUTY FINANCE DIRECTOR

DATE: JULY 29, 2016

SUBJECT: **TREASURER'S REPORT FOR THE MONTH OF JUNE 30, 2016**

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*Allan Yung, MD, Mayor*

*Richard Sun, DDS, Vice Mayor*

*Dr. Steven W. Huang, Council Member*

*Steve Talt, Council Member*

*Richard Ward, Council Member*

## BACKGROUND

The California Government Code requires that the Treasurer render a report to the City Council within 30 days of the end of each quarter which lists the City's investments and moneys held by the City. The report must state compliance with the City's Investment Policy or the manner in which it is not in compliance. It must also state the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation of why sufficient funds will or may not be available.

## FISCAL IMPACT

None.

## RECOMMENDATION

Staff recommends the Council accept and file the Treasurer's Report for the period ending June 30, 2016. If Council concurs, the appropriate action would be:

"A motion to accept and file the Treasurer's Report for the period ending June 30, 2016."

Attachments: June 30, 2016 Treasurer's Report and PMIA Market Valuation

City of San Marino  
Treasurer's Report  
As of June 30, 2016

Deposit/Investment Type	Bank/Issuer	Maturity	Par Value	Bank Balance	Market Value**	Note
<b>Cash on Hand*</b>						
Petty Cash & Cash Drawer	City Hall		400	400.00	400.00	2
Petty Cash	Fire Department		300	300.00	300.00	2
Petty Cash & Cash Drawer	Recreation Department		400	400.00	400.00	2
Petty Cash & Cash Drawer	Library		300	300.00	300.00	2
Petty Cash & Cash Drawer	Public Works		550	550.00	550.00	2
Petty Cash	Police Department		400	400.00	400.00	2
		0.01%	2,350.00	2,350.00	2,350.00	
<b>Cash in Bank</b>						
Main Account	Citizens' Business Bank		1,235.55	1,235.55	1,235.55	1
Payroll Account	Citizens' Business Bank		204,662.75	204,662.75	204,662.75	1
Workers' Compensation Account	Citizens' Business Bank		13,221.40	13,221.40	13,221.40	1
Investment Interest Account	US Bank		56,760.36	56,760.36	56,760.36	1
		1.16%	275,880.06	275,880.06	275,880.06	

Note:

1. Bank balance is reported due to delay in reconciliation process for the month of June 2016.
2. Book Value of Cash on Hand includes receipts to be reimbursed.

Deposit/Investment Type	Bank/Issuer	Maturity	Par Value	Book Value	Market Value**	Yield to First Call	Yield to Maturity
<b>Investments</b>							
Pooled Funds	State of California Local Agency Investment Fund (LAIF)	56.95%	13,538,829.56	13,538,829.56	13,547,240.18		0.552%
<b>CDs</b>							
US Bank Safekeeping	Bank Baroda New York, NY CUSIP #06062A-AX-7 (FDIC #33681)	11/29/16	248,000	248,000	248,600.07		1.10%
US Bank Safekeeping	CIT Bank Salt Lake City UT CUSIP #1728CBY9 (FDIC #35575)	04/17/17	248,000	248,000	248,239.25		1.00%
US Bank Safekeeping	Mercantile Commercebank Primary CUSIP #58733ABBA (FDIC #22953)	06/05/17	248,000	248,000	Not Available		1.05%
US Bank Safekeeping	Bryn Mawr Trust Co, CUSIP #117673BH5 (FDIC#11866)	06/13/17	248,000	248,000	Not Available		0.95%
US Bank Safekeeping	Ally Bank, UT CUSIP #02006LMNO (FDIC #57803)	12/04/17	248,000	248,000	Not Available		1.55%
US Bank Safekeeping	Flushing Bank CUSIP #34387ABB4 (FDIC #58564)	12/12/17	248,000	248,000	Not Available		1.30%
US Bank Safekeeping	Ulster Savings Bank CUSIP #90386JAC7 (FDIC #15970)	04/10/18	248,000	249,000	Not Available		1.45%
US Bank Safekeeping	Discover Bank CUSIP 254671MS6 (FDIC #5649)	04/17/18	248,000	248,000	Not Available		1.15%
US Bank Safekeeping	Barclay's Bank Del Wilmington Stp CUSIP #06740AZB8 (FDIC #57203)	04/30/18	248,000	248,000	Not Available		1.06% ****
US Bank Safekeeping	Union Bank, NA CUSIP #90521ANG9 (FDIC #22826)	07/16/18	248,000	248,000	Not Available		1.60% ****
US Bank Safekeeping	State Bank of India, NY CUSIP #856284M68 (FDIC #33682)	07/30/18	247,000	247,000	Not Available		2.00%
US Bank Safekeeping	Celtic Bank CUSIP #15118RJ3 (FDIC #57056)	09/06/18	248,000	248,000	Not Available		1.50%
US Bank Safekeeping	Synchrony Bank CUSIP #36157QTM9 (FDIC #27314)	12/06/18	248,000	248,000	Not Available		2.00%
US Bank Safekeeping	Firstbank PR Santurce #33767ASX0 (FDIC #30387)	12/11/18	248,000	248,001	Not Available		1.60%
US Bank Safekeeping	Firstbank PR Santurce #33767ASX0 (FDIC #30387)	03/21/19	249,000	249,000	Not Available		1.60%
US Bank Safekeeping	Bank of Holland Michigan CUSIP #062649ZW1 (FDIC #34862)	03/27/19	249,000	249,000	Not Available		1.05% *****
US Bank Safekeeping	HSBC US Bank NA CUSIP #40434AHX0 (FDIC #57890)	06/18/19	249,000	249,000	Not Available		1.80%
US Bank Safekeeping	Webster Bank CUSIP #94768NJ2 (FDIC #18221)	07/10/19	248,000	248,000	Not Available		1.95%
US Bank Safekeeping	American Express Bank FSB CUSIP #02587CAC4 (FDIC #35328)	10/29/19	248,000	248,000	Not Available		2.20%
US Bank Safekeeping	Sallie Mae Bank CUSIP #795450UK9 (FDIC #58177)	11/25/19	248,000	248,000	Not Available		2.00%
US Bank Safekeeping	Third Federal S & L CUSIP #88413QAW8 (FDIC #30012)	12/03/19	247,000	247,000	Not Available		2.20%
US Bank Safekeeping	Goldman Sachs Bank CUSIP #38148JDV0 (FDIC #33124)	05/22/20	248,000	248,000	Not Available		1.95%
US Bank Safekeeping	BMW Bank of N. America Utah CUSIP #05580ABS2 (FDIC #35141)	05/24/21	250,000	250,000	Not Available		1.50%
US Bank Safekeeping	National Bank of Commerce Callable at 1 Year CUSIP #633368DZ4 (FDIC #14266)	05/31/21	250,000	250,000	Not Available		1.50%
US Bank Safekeeping	JP Morgan Bank Callable at 1 Year CUSIP #4815Y2D5 (FDIC #628)	06/07/21	250,000	250,000	Not Available		1.65%
US Bank Safekeeping	UBS Bank, USA CUSIP #90348JAR1 (FDIC #57565)	06/15/21	250,000	250,000	Not Available		1.60%
US Bank Safekeeping	Comenity Cap Bk Salt Lake City UT CUSIP #20033AQP4 (FDIC #57570)	06/17/21	250,000	250,000	Not Available		1.75%
US Bank Safekeeping	Wells Fargo Bank NA Sioux Falls CUSIP #9467485W3 (FDIC #3511)	6/24/24	248,000	248,061	Not Available		1.50%
US Bank Safekeeping	First Business Bank of Madison CUSIP #31939QSS4 (FDIC #15229)	8/16/2023***	249,000	249,000	Not Available		2.45%
World's Foremost Bank	World's Foremost Bank Lincon, NE (FDIC #57079)	90.31%	7,205,000	7,205,062	Not Available		1.59% WAY
<b>Notes/Bonds:</b>							
US Bank Safekeeping	FNMA 875 - CUSIP 3135GORT2	12/29/2017	500,000	497,845	500,063	3.378%	1.528%
US Bank Safekeeping	FHLB 4.5 Year-10 Month One Time Callable Agency- CUSIP: 31338ZL0	2/21/2019	250,000	246,070	248,926	4.288%	1.600%
US Bank Safekeeping	FHLB 3.5 Yr. One Time Callable CUSIP 3134G9KF3	11/25/2018	500,000	500,000	499,675	1.200%	1.200%
US Bank Safekeeping	FHLB 1.73 Qly Callable CUSIP 3130A7BT1	2/26/2021	500,000	500,000	496,853	1.730%	1.730%
US Bank Safekeeping	FHLB 1.6% One Time Callable CUSIP 3130A7NF8	3/29/2021	500,000	500,000	488,284	1.600%	1.600%
US Bank Safekeeping	FNMA One Time Callable (3/30/17) Step Up - CUSIP 3136G3ED3	3/30/2021	500,000	500,000	499,722	1.000%	1.872%
		11.57%	2,750,000	2,743,910	2,743,801		1.687% WAY
<b>Total Cash &amp; Investments</b>			<b>23,772,059.62</b>	<b>23,758,036.80</b>	<b>Not Available</b>	<b>0.98%</b>	<b>WAY</b>

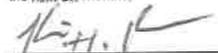
\*\*The LAIF Market Value is provided quarterly. At 06/30/2016 the valuation factor was 0.000621222. See attached Market Valuation Report for a description of funds invested in LAIF.

\*\*\*\* Callable Bullet Step Up

\*\*\*\*\*Year one = 1.6% Years 2-5 = Three month Libor +45 bps.

\*\*\*\*\*1.05% until 3/17, then LIBOR plus 0.1%, cap 2.85.

I hereby certify that this report is in compliance with the City's Investment Policy as adopted by the City Council on June 11, 2014, and that the City has the ability to meet its expenditure requirements for the next six months.

  
Ken Pun  
Contract Deputy Finance Director

  
Marina Wang  
Treasurer

7/21/2016



**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
07/07/16	0.58	0.58	168
07/08/16	0.58	0.58	168
07/09/16	0.58	0.58	168
07/10/16	0.58	0.58	168
07/11/16	0.58	0.58	167
07/12/16	0.58	0.58	171
07/13/16	0.58	0.58	169
07/14/16	0.58	0.58	169
07/15/16	0.59	0.58	170
07/16/16	0.59	0.58	170
07/17/16	0.59	0.58	170
07/18/16	0.59	0.58	168
07/19/16	0.59	0.58	166
07/20/16	0.59	0.58	168

\*Daily yield does not reflect capital gains or losses

**LAIF Performance Report**

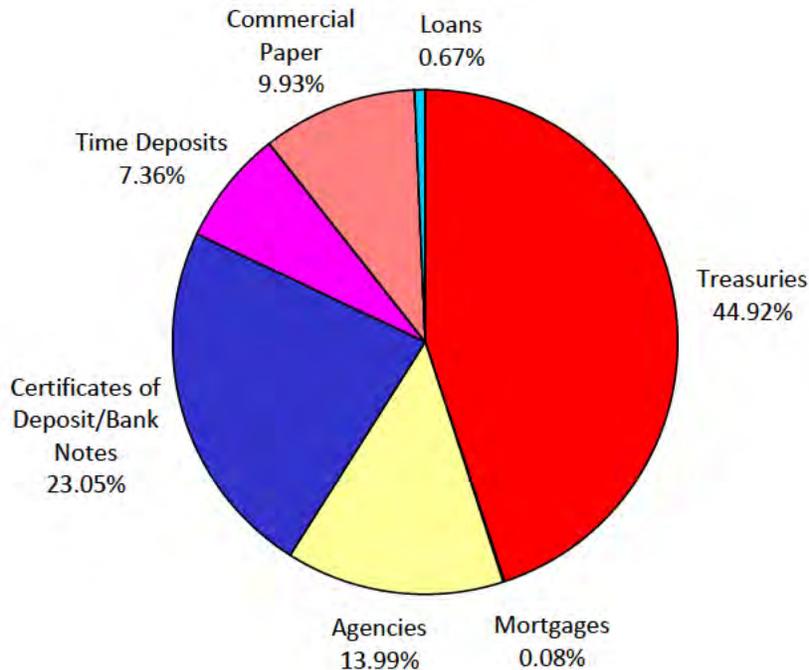
**Quarter Ending 06/30/16**

Apportionment Rate: 0.46%  
 Earnings Ratio: 0.00001495296852820  
 Fair Value Factor: 1.000621222  
 Daily: 0.58%  
 Quarter to Date: 0.55%  
 Average Life: 167

**PMIA Average Monthly Effective Yields**

**Jun 2016 0.576%**  
 May 2016 0.552%  
 APR 2016 0.525%

**Pooled Money Investment Account  
Portfolio Composition  
06/30/16  
\$75.4 billion**



Based on data available as of 7/20/2016



**State of California**  
**Pooled Money Investment Account**  
**Market Valuation**  
**6/30/2016**

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch.		
1* United States Treasury:				
Bills	\$ 12,202,776,744.48	\$ 12,223,991,747.38	\$ 12,233,011,000.00	NA
Notes	\$ 21,650,061,435.88	\$ 21,643,492,715.88	\$ 21,679,913,000.00	\$ 32,803,585.50
1* Federal Agency:				
SBA	\$ 711,503,679.54	\$ 711,488,193.35	\$ 705,336,310.09	\$ 903,583.96
MBS-REMICs	\$ 59,658,122.97	\$ 59,658,122.97	\$ 63,529,777.27	\$ 282,224.56
Debentures	\$ 1,105,155,621.62	\$ 1,105,073,677.18	\$ 1,106,209,500.00	\$ 1,544,500.15
Debentures FR	\$ -	\$ -	\$ -	\$ -
Discount Notes	\$ 8,126,877,847.14	\$ 8,133,238,361.10	\$ 8,135,019,000.00	NA
GNMA	\$ -	\$ -	\$ -	\$ -
1* Supranational Debentures	\$ 599,982,831.85	\$ 599,982,831.85	\$ 601,736,500.00	\$ 1,126,943.50
2* CDs and YCDs FR	\$ 400,000,000.00	\$ 400,000,000.00	\$ 400,000,000.00	\$ 611,288.61
2* Bank Notes	\$ 800,000,000.00	\$ 800,000,000.00	\$ 799,735,907.64	\$ 752,749.99
2* CDs and YCDs	\$ 16,175,007,758.81	\$ 16,175,001,869.92	\$ 16,174,127,406.71	\$ 16,474,277.76
2* Commercial Paper	\$ 7,486,127,569.47	\$ 7,492,070,527.88	\$ 7,492,217,111.12	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,549,440,000.00	\$ 5,549,440,000.00	\$ 5,549,440,000.00	NA
AB 55 & GF Loans	\$ 502,313,000.00	\$ 502,313,000.00	\$ 502,313,000.00	NA
<b>TOTAL</b>	<b>\$ 75,368,904,611.76</b>	<b>\$ 75,395,751,047.51</b>	<b>\$ 75,442,588,512.83</b>	<b>\$ 54,499,154.03</b>

Fair Value Including Accrued Interest \$ 75,497,087,666.86

\* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.000621222). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,012,424.43 or \$20,000,000.00 x 1.000621222.

# City of San Marino AGENDA REPORT



*Allan Yung, MD, Mayor*

*Richard Sun, DDS, Vice Mayor*

*Steven W. Huang, DDS, Council Member*

*Steve Talt, Council Member*

*Richard Ward, Council Member*

TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: LUCY GARCIA, ASSISTANT CITY MANAGER  
IRENE McDERMOTT, CITY LIBRARIAN  
PADDY TABER, ADMINISTRATIVE ANALYST

DATE: JULY 29, 2016

SUBJECT: **REQUEST TO CLOSE LIBRARY OCTOBER 14 AND 15**

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## **BACKGROUND**

The San Marino Library Foundation is requesting the closing of the Library on October 14 and 15, 2016 for the preparation and hosting of Library Foundation's Delicious Destinations event.

The San Marino Public Library Foundation is seeking to host, for the sixth year, its travel themed event, Delicious Destinations on October 15, 2016 at Crowell Public Library. As in previous years, the library will be transformed to resemble travel locations. This year's theme is Japan and Mexico. Food from these countries will be stationed throughout the first floor of the building. In addition to ticket sales for the event, the fundraising efforts will include an opportunity drawing and a live auction in conjunction with a silent auction.

Given its size and scope, the Foundation anticipates the decoration preparation will take two days, starting the Friday before the event. Clean up and full restoration of library service is expected by Sunday at 1 PM when the library is scheduled to reopen.

The purpose of the event is to help fund the implementation of a Radio Frequency Identification (RFID) stock management system in the library. RFID will facilitate self-checkout and to increase staff productivity. Last year's Delicious Destinations event raised over \$76,000. Approximately 250 people attended, bidding on over 140 silent auction items and buying over 100 books through the Buy a Book opportunity.

The Library Board of Trustees will be presented a similar staff report at the July 25, 2016 meeting. It is expected the Trustees will recommend the closure of the library October 14 and 15 for the Foundation gala. Staff will relate any concerns or issues to the City Council should they be raised at the Trustee meeting.

## **FISCAL IMPACT**

There is no expected fiscal impact to the City's General Fund. All expenses for Delicious Destinations shall be paid through the Foundation's operating budget. City Staff will provide some in kind support during the planning, marketing and set up of the event.

## **RECOMMENDATION**

Staff recommends the City Council authorize the closure of Crowell Public Library on October 14 and 15, 2016, for the purpose of holding the Delicious Destinations event. If Council concurs, the appropriate action would be:

“A motion to authorize the closure of the Crowell Public Library on October 14 and 15, 2016 for the purposes of holding the Delicious Destinations event.”

# City of San Marino AGENDA REPORT



*Allan Yung, MD, Mayor*

*Richard Sun, DDS, Vice Mayor*

*Steven W. Huang, DDS, Council Member*

*Steve Talt, Council Member*

*Richard Ward, Council Member*

TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: ALDO CERVANTES,  
PLANNING AND BUILDING DIRECTOR  
AMANDA MERLO, AICP  
ASSOCIATE PLANNER

DATE: JULY 29, 2016

SUBJECT: **EXTENSION OF MASTER ENCROACHMENT AGREEMENT  
BETWEEN THE CITY OF SAN MARINO AND NEXT G NETWORKS  
OF CALIFORNIA, INC.**

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## **BACKGROUND**

In June of 2011, the City entered into a Master Encroachment Agreement with NextG Networks of California, Inc. The agreement allows for the construction and maintenance of wireless telecommunication facilities on city-owned street lights and signal poles by Crown Castle NG West LLC (formerly NextG Networks of California). Currently, the agreement only covers the installation and maintenance of one wireless antenna facility on the street light pole located at the southeast corner of Huntington Drive and St. Albans Road.

Section 4.1 of the agreement identifies the term of the agreement as five years, with an option to extend the agreement for up to five successive terms of five years each. The initial term expired June 8, 2016. The City received a notice dated June 1, 2016 from Crown Castle indicating that they wished to extend the term of the agreement for five years. The terms of the agreement require a 90 day notice to extend the agreement; however, the City may waive the untimely notice and extend the agreement for an additional five years. A waiver in this instance would not require the City to waive untimely notice in any other instance. A notice to this effect would be sent to Crown Castle along with the notice of approval of the extension.

## **FISCAL IMPACT**

The agreement calls for Crown Castle to pay an annual license fee, with an annual automatic increase. The last fee paid to the City in June 2016 was \$1,159.28. The fee has been paid each year by NextG/Crown Castle and would continue for the next five years per the agreement.

## **RECOMMENDATION**

Staff recommends the Council authorize the City Manager to waive the notice period, which would extend the term of the Master Encroachment Agreement between the City of San Marino and NextG Networks of California for an additional five years.

If Council concurs, the appropriate action would be:

“A motion to authorize the City Manager to waive the notice period, which would extend the term of the Master Encroachment Agreement between the City of San Marino and NextG Networks of California for an additional five years agreement for an additional 5 years.”

Attachment: Master Encroachment Agreement between the City of San Marino and NextG Networks of California

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City Clerk  
City of San Marino  
2200 Huntington Drive  
San Marino, California 91108



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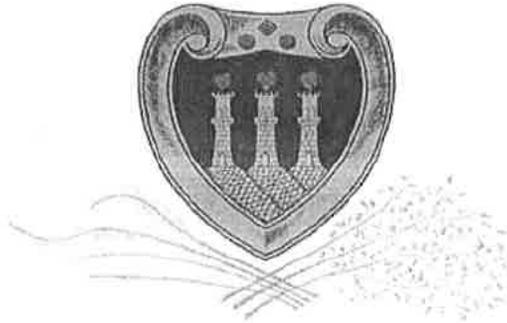
Exempt from fees per Government Code § 27383  
(space above for recorder's use)

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## MASTER ENCROACHMENT AGREEMENT

between

**THE CITY OF SAN MARINO**



2200 Huntington Drive  
San Marino, California 91108  
(626) 300-0700

&

**NEXTG NETWORKS OF CALIFORNIA, INC.**

890 Tasman Drive  
Milpitas, California 95035-7439  
(408) 954-1580

This Encroachment Agreement ("Agreement") is made and entered into as of June 8, 2011, by and between the City of San Marino, a California municipal corporation ("City") and NextG Networks of California, Inc., a Delaware corporation ("NextG"), each a Party and collectively the "Parties."

**RECITALS**

1. The City owns, operates, and maintains street lights and signal poles in the public right-of-way within City for the purpose of providing public services to its citizens and has the authority to establish terms and conditions for use of the public right-of-way for the construction, installation, and maintenance of NextG facilities.

2. NextG desires to construct and maintain certain telecommunication facilities more particularly described in the exhibits to this Agreement on City-owned street lights and signal poles located in the public right-of-way within the City.

3. The City has inspected the actual sites upon which NextG desires to locate the facilities described herein and has determined that the placement of such facilities within the public right-of-way are agreeable to the City upon the terms set forth herein.

**AGREEMENT**

In consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

**SECTION 1.  
GRANT AND SCOPE OF LICENSE**

**1.1 Grant of License.**

(a) Subject to the terms of this Agreement and the issuance of all required permits, including but not limited to any permits required under Chapter XVI, Article 2 of the San Marino City Code (the "Code"), City grants during the term of this Agreement to NextG a nonexclusive and revocable license to locate, place, attach, install, operate, use, control, repair and maintain the facilities that are more specifically described in Exhibit A (the "Equipment"), at NextG's sole expense on and at the City-owned street lights and signal poles in the City's public right-of-way depicted and described in Exhibit B ("Municipal Facilities"). Any work undertaken by on behalf of NextG pursuant to this license must be accomplished in a skillful and workmanlike manner, free of defects.

(b) This Agreement may be amended from time to time to allow NextG to add additional facilities to additional City owned street lights and signal poles to the all the same terms and conditions of this Agreement. Such amendments shall be subject to the review and approval of the City Manager without further review by the City Council if the proposed additional facilities comply with City Council Resolution R-10-26. Amendments to allow the addition of all other proposed additional facilities must be approved by the City Council. All additional NextG facilities and additional streetlights and signal poles added by amendment to this Agreement pursuant to this Section shall respectively become part of the Equipment and the Municipal Facilities.

(c) This Agreement does not and shall not apply to actions by NextG to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace any equipment in or on poles or other structures not owned by the City.

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1.2 **Prohibited Installations.** This Agreement does not authorize NextG or any other entity to place in the public right-of-way any facilities other than those depicted and described in Exhibit A and Exhibit B. Nothing herein shall serve as a precedent with respect to location of facilities anywhere else within the City by NextG or any other person.

1.3 **Scope of Permitted Use.** This Agreement shall not convey any property interest to NextG nor shall NextG claim under this Agreement any property interest in the City's public right-of-way. NextG further acknowledges and agrees that this Agreement does not create a landlord-tenant relationship and NextG is not entitled to avail itself of any rights afforded to tenants under the laws of the State of California. NextG's use of the public right-of-way under the Agreement shall not give rise to any vested right. Nothing in this Agreement shall be construed as granting NextG a franchise. Any and all rights granted to NextG by and through this Agreement are subject and subordinate to the continuing right of the City and its assigns to use all of the public-right-of way in the performance of their duties, functions, and operations, which include but are not limited to laying, installing, maintaining, protecting, replacing, and removing, traffic signals, street lights, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric lines, telephone lines, cable television lines, and other utility and municipal uses, together with appurtenance thereof and with right of ingress and egress, along, over, across, and in the public right-of-way. NextG shall have the duty to remove, relocate, and rearrange its Equipment in accordance with the reasonable and necessary requirements of the City and the terms of this Agreement.

1.4 **Compliance with Laws.** NextG shall comply with all applicable laws in the exercise of its rights and performance of its obligations under this Agreement. "Laws" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, directives, judgments, decrees, permits, approvals, or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties to this Agreement or having jurisdiction that is applicable to any aspect of this Agreement, that are in force on the Effective Date and as they may be enacted, issued, or amended during the term of this Agreement. NextG shall upon City's request and at NextG's sole cost and expense produce evidence of such compliance.

1.5 **Permits.** All work performed pursuant to the rights granted in this Agreement is subject to the prior review and approval of the City in accordance with its permitting procedures, including but not limited to those specified in Chapter XVI, Article 2 of the San Marino City Code. NextG shall obtain all required permits. NextG shall pay any and all permit, inspection, and related cost-recovery fees of the City consistent with California Government Code Section 50030, prior to performing any work within the City's public right-of-way.

1.6 **Encroachment Permits.** NextG shall obtain encroachment permits from the City for the installation of the Equipment and for any other work within the City's public right-of-way as required by the Code. The installation of any equipment shall require the approval of the City's Director of Public Works and any other officials specified by the Code. NextG shall submit all plans, schedules, and information required by the Code and the Director of Public Works. NextG also shall submit all required fees and bonds or other security required by the Director of Public Works in accordance with the Code. All work within the public right-of-way shall be performed in strict compliance with an encroachment permit. NextG shall comply with

all regulatory requirements, including, without limitation, compliance with the California Environmental Quality Act. NextG shall promptly submit to the City accurate as-built plans and record drawings certified by a professional engineer showing in detail, the location, depth, and size of all NextG facilities in the public right-of-way within 60 days of completion of any additions or alterations to the Equipment. Such plans shall be submitted in the form and with the detail required by the Director of Public Works. This Agreement shall neither prevent nor prohibit the City from establishing additional conditions on any approval of NextG encroachment permits nor exempt NextG from any generally applicable annual registration requirement the City might impose.

**1.7 Construction Permits.** NextG must obtain any necessary construction permits by application to the City Engineer pursuant to the City's generally applicable permit procedures and fees and shall pay all processing, field marking, engineering and inspection fees in connection with such construction permits in accordance with the rates in effect at the time of payment. All construction work shall be completed in accordance with the requirements of the Code, this Agreement, and the City's standard specifications.

**1.8 Construction Bond.** Prior to the commencement of any construction in the public right-of-way, NextG must provide the City with a construction bond on a form approved by the City and naming City as obligee in an amount equal to 100% of the value of the work to be performed by or on behalf of NextG within or affecting the public right-of-way. City shall have the right to draw on the construction bond in the event of default by NextG or in the event NextG fails to meet and fully perform any of its obligations related to the construction or installation work performed under the terms and conditions of this agreement or any permits issued related to this work. NextG must keep the Construction Bond in place until the City has signed off on completion of the Network construction permitted by Section 1.7 or until the Construction Bond has been replaced by a Performance Bond, whichever is later. In the event additional NextG facilities are added to this Agreement after its effective date, NextG shall provide the City with an additional construction bond for each such additional facility, subject to the terms and conditions of this paragraph.

**1.9 Continuing Faithful Performance Bond.**

(a) Prior to the commencement of any work under this Agreement, NextG must provide a faithful performance bond running to the City, in the penal sum of not less than Two Thousand Five Hundred Dollars (\$2,500) for each Municipal Facility upon which Equipment is to be installed pursuant this Agreement, conditioned upon the faithful performance by NextG of all the terms and conditions of this Agreement and upon the further condition that if NextG fails to comply with any law, ordinance, rule, or regulation governing this Agreement, there shall be recoverable jointly and severally from the principal and surety of the bond any damage or loss suffered by the City as a result, including the full amount of any compensation, indemnification, or costs of removal or abandonment of NextG's property, plus costs and reasonable attorneys' fees up to the full amount of the faithful performance bond. The City may require NextG to increase the amount of the faithful performance bond if the City concludes that it is necessary to do so based upon the harm being caused by NextG to the public right-of-way, City property, or Municipal Facilities. NextG will keep the faithful performance bond in place during the term of this Agreement.

(b) Upon NextG's failure to pay the City any amount owing under this Agreement, the faithful performance bond may be assessed by the City for purposes including, but not limited to: (i) reimbursement of costs borne by the City to correct violations of the Agreement not corrected by NextG, after City provides notice and a reasonable opportunity to cure such violations; and (ii) provision of monetary remedies or to satisfy damages assessed against NextG due to a material breach of this Agreement.

(c) NextG must deposit a sum of money or a replacement instrument sufficient to restore the faithful performance bond to its original amount within 30 days after notice from the City that any amount has been recovered from the faithful performance bond. Failure to restore the bond to its full amount within 30 days will constitute a material breach of this Agreement. NextG will be relieved of the foregoing requirement to replenish the bond during the pendency of an appeal from the City's decision to draw on the faithful performance bond.

(d) If the faithful performance bond is drawn upon, all of City's costs of collection and enforcement of the provisions relating to the bond that are specified in this section, including reasonable attorneys' fees and costs, will be paid by NextG.

(e) The faithful performance bond is subject to the approval of the City Attorney and must contain the following endorsement:

*"This bond may not be canceled until sixty (60) days after receipt by the City Attorney, by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew."*

(f) The rights reserved by the City with respect to the faithful performance bond are in addition to all other rights and remedies the City may have under this Agreement or any other law.

**1.10 Use of Other City Property.** This Agreement shall not be construed to authorize NextG to use any City property in the public right-of-way apart from the portion specified in Exhibit B, including limitation any City property located outside of the public right-of-way, or any City infrastructure located within the public right-of-way without the express written agreement of the City.

**1.11 Representations and Warranties.** NextG warrants and represents that it will not use the Equipment or the City's public right-of-way for any purpose that would require a Certificate of Public Necessity from the California Public Utilities Commission.

**1.12 Completion of Equipment Construction and Installation.** Once all required permits are issued, NextG shall complete the construction and installation of the Equipment in accordance with the construction schedule approved by the Director of Public Works in the encroachment permit.

**1.13 No Interference.** In the performance and exercise of its rights and obligations under this Agreement, NextG must not interfere in any manner with the existence and operation of any public or private rights-of-way, traffic signals, street lights, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires,

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electroliers, cable television and telecommunications facilities, utilities, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as authorized by applicable laws or this Agreement.

## **SECTION 2. TAXES AND UTILITIES**

2.1 **Tax liability.** NextG shall be solely liable for all taxes, if any, that result, directly or indirectly, from the installation, maintenance, or operation of the Equipment. Notice is hereby given to NextG pursuant to California Revenue and Taxation Code Section 107.6 that use or occupancy of any public property pursuant to the authorization herein set forth may create a possessory interest which may be subject to property taxes levied on such interest. NextG shall pay and discharge prior to delinquency all taxes, if any, that result, directly or indirectly, from the installation, maintenance, or operation of the Equipment pursuant to this Agreement. In the event that any increase in City's real property taxes results from NextG's installation, maintenance or operation of Equipment (including any improvements to the Municipal Facility authorized under this Agreement), then NextG shall reimburse City the full amount of such increase within 30 days following receipt of a written invoice of the amount owed. City shall provide reasonable evidence of any such tax increase upon request.

2.2 **Non-Metered Power Source.** NextG shall have the right to draw compatible electricity for the operation of Equipment from the non-metered power source associated with the Municipal Facilities where the City has not approved a meter so long as: (i) it obtains separate approval from Southern California Edison to install an unmetered Wireless Tariff Rate (WTR) fuse and disconnect switch and install such equipment; (ii) the Equipment is installed in compliance with all applicable codes and standards; and (iii) NextG neither damages nor interferes in the operation of the Municipal Facilities. City makes no guarantees or representations as to the suitability or compatibility of any source or supply of electrical current necessary to operate the Equipment.

2.3 **Utility Costs and Expenses.** NextG shall be solely responsible for all costs and expenses associated with obtaining and maintaining a suitable and compatible electrical supply sufficient to power and operate the Equipment. NextG shall also be solely responsible for all costs, expenses and payments of any and all electrical utility charges by the applicable utility company based upon the its usage of electricity and applicable tariffs. City shall under no circumstances be responsible for reimbursing, contributing, or paying any costs to any utility company or NextG for the costs and expenses associated with any modification of or any use of electricity under this Agreement. The Equipment shall not draw electricity from Municipal Facilities until such time as NextG has secured all required electrical approvals and the electricity charging/payment agreement with the electrical utility company is in place.

## **SECTION 3. FEES**

3.1 **Administrative Fee.** On or before the fifth day after the Effective Date of this Agreement, NextG shall pay to the City a one-time administrative fee of \$5,000, which amount

shall not be counted toward any other fees owed to City. No other provision of this Agreement shall have any effect unless and until NextG makes such payment to the City.

3.2 **License Fee.** NextG shall pay to the City an annual license fee of \$1,000.00 for each individual telecommunication facility that it places on any of the Municipal Facilities, which amount shall automatically increase each and every year of this Agreement upon the anniversary of the Effective Date by the greater of: (1) 3% of the License Fee in effect immediately preceding the increase, or (2) the annual increase in the Consumer Price Index (All Items, Base 1982-84 = 100) based upon the most recent report by the U.S. Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area. NextG must make the first annual payment within 10 business days of the Effective Date. Subsequent license fee payments must be made on or before each anniversary of the Effective Date.

3.3 **Amendment Fee.** NextG shall pay to the City a \$150 application fee for each additional facility it proposes to add to this Agreement pursuant to Section 1.1(b).

3.4 **Additional Fees.** All payments made by NextG to City under this Section shall be non-refundable, non-cancelable, and in addition to any of the City's customary and usual permit fees for which NextG may be liable.

#### **SECTION 4. TERM AND TERMINATION**

4.1 **Term.** The term of this Agreement shall be for 5 years from the Effective Date of this Agreement. NextG shall have the option to extend the Term, on the same terms and conditions as set forth in this Agreement, for up to 5 successive terms of 5 years each, provided that NextG must notify City in writing of NextG's intention to extend this Agreement at least 90 days prior to expiration of the then-existing Term. NextG shall have no right to extend the term while it is in default under this Agreement.

4.2 **Termination.** This Agreement shall remain in effect for the specified term, unless terminated in accordance with this Agreement.

(a) City may terminate this Agreement upon at least 90-day prior written notice to NextG if City reasonably determines that the Equipment interferes with the City's use or disposal of the public right-of-way or any part thereof; provided however, that where all or a portion of NextG's Equipment interferes with the use or disposal of the public right-of-way, and relocation is reasonably possible, City shall allow NextG to relocate such portion in accordance with the terms of this Agreement. The City shall work with NextG in good faith in order to find alternative locations for NextG's Equipment on another Municipal Facility.

(b) City may terminate this Agreement upon forty-five (45) calendar days' prior written notice to NextG upon a default of any material covenant or term hereof by NextG, which default is not cured within forty-five (45) calendar days of receipt of written notice of default (or, if such default is not curable within forty-five (45) calendar days, if NextG fails to commence such cure within forty-five (45) calendar days or fails thereafter diligently to prosecute such cure to completion). For purposes of this Agreement, default of a material covenant or term by NextG shall include but not be limited to the following occurrences:

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(1) NextG's failure, for any reason, to obtain and maintain any necessary government license, permit, or approval, or failure to satisfy any condition of such license, permit, or approval.

(2) NextG's failure, for any reason, to install, construct, operate, or maintain the Equipment in accordance with applicable Laws.

(3) NextG's installation, removal, or reconfiguration of the Equipment without the City's prior written approval.

(4) Any assignment or attempted assignment of NextG's rights or obligations hereunder except as provided in Section 11.5 below.

(5) NextG's vacation or abandonment of the Equipment or the Municipal Facility; including, without limitation, NextG's failure to maintain operation of the Equipment for a period of ninety 90 days or longer.

(6) NextG's general assignment for the benefit of creditors, or the filing by or against NextG of a petition to have NextG adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against NextG, the same is dismissed within 30 days, or the appointment of a trustee or receiver to take possession of substantially all of NextG's assets located at the Municipal Facility or of NextG's interest in this Agreement where possession is not restored within 30 days; or the attachment, execution, or other judicial seizure of substantially all of NextG's assets located at the Municipal Facility or of NextG's interest in this Agreement where such seizure is not discharged within 30 days).

(c) NextG may terminate this Agreement upon forty-five (45) calendar days' prior written notice to City upon a default of any material covenant or term hereof by City, which default is not cured within forty-five (45) calendar days of receipt of written notice of default (or, if such default is not curable within forty-five (45) calendar days, if City fails to commence such cure within forty-five (45) calendar days or fails thereafter diligently to prosecute such cure to completion)

(d) NextG may terminate this Agreement upon at least 45-day prior written notice to City upon occurrence of any one or more of the following events:

(1) Communications transmitting equipment installed on the Municipal Facility by any person materially interferes with the communications operations or placement of the Equipment, and NextG is unable to correct such interference through reasonably feasible means;

(2) Upon receipt of written notice that a governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable NextG to install and operate the Equipment cannot be obtained or renewed within a required time period through no fault of NextG.

(3) The Municipal Facility is damaged or destroyed so as, in NextG's reasonable judgment, to materially hinder NextG's existing use of the Municipal Facility.

(4) City withholds consent to NextG's assignment of this Agreement pursuant to Section 11.5 wherein the assignment involves the sale of all the Equipment on the Municipal Facility.

**SECTION 5.  
REMOVAL AND RELOCATION**

5.1 **Removal Due to Public Project.** Upon receipt of a written demand from the City, NextG, at its sole expense, shall remove and relocate any Equipment and related facilities, installed, used and/or maintained by NextG under this Agreement whenever City reasonably determines that the removal or relocation is needed for any of the following purposes: (i) due to any work proposed to be done by or on behalf of the City or other governmental agency, including but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities such as sewers, drains, pipes, power lines, and tracks; (ii) because the Equipment is interfering with or adversely affecting proper operation of City-owned light poles, traffic signals, or other City facilities; or (iii) to protect or preserve the public health and safety. NextG shall complete the removal or relocation within 120 days of receipt of notice from the City. Notwithstanding the foregoing, the City's Director of Public Works may require a shorter period due to exigent circumstances and may authorize a longer period if it will not delay the public project. If NextG fails to remove or relocate the facilities within the prescribed time period, the City may remove the facilities at the expense of NextG, and NextG shall promptly reimburse the City any and all expenses, including administrative, legal and consultant costs, within 30 days of receiving an invoice from the City.

5.2 **Removal Due to Termination.** Upon termination NextG must at its sole expense, remove the Equipment and all related appurtenances and structures and restore the public right-of-way to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by NextG to the City's right-of-way. The removal of the Equipment shall also be performed in compliance with the terms of this Agreement. Any removal work by Applicant shall only be done pursuant to an encroachment permit.

5.3 **Undergrounding.** NextG and the City recognize that current technology may not reasonably permit undergrounding of all components of the Equipment. NextG acknowledges and agrees that the City prefers to underground facilities in the right-of-way when economically and technically feasible. At least 30 days prior to each anniversary of the Effective Date, City may demand NextG underground additional components of its Equipment. Within 180 days of the receipt of a written demand from the City, NextG shall replace the identified aboveground facilities with underground facilities if economically and technically feasible and shall do so in accordance with all applicable laws. The burden will be on NextG to prove that such undergrounding is not economically and technically feasible.

5.4 **Abandonment.** In the event the Equipment, or any part thereof, is abandoned for a period of 90 days or more, NextG must, at its sole expense, promptly vacate and remove the Equipment and all related appurtenances and structures or the abandoned part thereof. NextG must also, at its sole expense, restore the City's right-of-way to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or

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other aesthetic improvements made by NextG to the City's right-of-way. Alternatively, the City may allow NextG, in the City's sole and absolute discretion, to abandon the Equipment, or any part thereof, in place and convey it to the City. If NextG fails to remove the Equipment as required by the City pursuant to this paragraph and the Code within 120 days after receipt of written notice from the City, the City may, in its sole and absolute discretion: (i) remove the Equipment at NextG's sole expense, which expense NextG shall promptly reimburse to the City within 30 days of receiving an invoice for such expenses, including all administrative, legal and consultant costs; or (ii) deem the Equipment, or any part thereof, to have been abandoned and conveyed to the City.

**5.5 Repair of Rights-of-Way.** NextG shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, and all other public or private facilities due to NextG's construction, installation, maintenance, access, repair, relocation, or removal of the Equipment. NextG must promptly repair such damage and return the public rights-of-way and adjacent property to a safe and satisfactory condition to the City in accordance with the City's street restoration standards. If NextG fails to do so, the City shall have the option upon thirty 30 days prior written notice to NextG to perform such work at NextG's sole expense. If the City determines that the damage presents an immediate threat to the public health or safety, it may perform such work at NextG's sole expense without prior notice to NextG. When the City undertakes pursuant to this Section to repair any damage, NextG shall promptly reimburse to the City within 30 days after receiving an invoice for such expenses, including all administrative, legal and consultant costs. NextG's obligations under this paragraph shall survive for 3 years past the expiration or earlier termination of this Agreement.

## **SECTION 6. INDEMNIFICATION**

**6.1 Indemnity.** NextG shall indemnify, defend, and hold harmless the City and its officers, officials, agents, employees, and volunteers against any and all liabilities, losses, claims, actions, suits, judgments, settlements, penalties, fines, costs or expenses (including, without limitation, interest, attorneys' fees and expert fees), causes of action, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature ("Damages"), arising out of, resulting from, or in any way connected with the NextG's acts or omissions in performance this Agreement, the location, placement, attachment, installation, use, operation, maintenance, repair or removal of the Equipment, or the use of any public right-of-way by NextG or NextG's employees, officers, officials, agents, transferees, contractors or subcontractors. NextG's obligation to indemnify the City under this Section shall not apply to any Damages arising from City's own sole negligence or intentional misconduct. The City shall promptly notify NextG of any such claim, action, or proceeding. Nothing contained in this Agreement shall prohibit City from participating in a defense of any claim, action, or proceeding if the City bears its own attorneys' fees and costs and defends the action in good faith.

**6.2 Survival.** The provisions of this section shall survive the expiration or earlier termination of this Agreement.

**SECTION 7.  
RECORDS AND FIELD LOCATIONS**

7.1 **Records.** NextG must maintain current and accurate maps and improvement plans for the Equipment. Within 30 days of a demand by the City Engineer, NextG must deliver to the office of the Public Works Department such maps and plans as may be required to show in detail the exact location, size, height, and nature of the Equipment. NextG shall deliver such maps and plans free of charge to the City or for a reasonable charge for delivery to third parties interested in performing work within the Public right-of-way. Upon request of the City, NextG shall deliver such maps in digital electronic format specified by the City.

7.2 **Access.** During construction and installation of the Equipment, NextG shall make available to the City, such construction drawings and records as City reasonably requests. NextG shall grant City access to inspect the Equipment during construction and installation.

**SECTION 8.  
LIMITATION OF LIABILITY**

8.1 **General Limitation.** City shall not be liable to NextG, its affiliates, or any of its or their directors, officers, partners, shareholders, agents, employees or contractors for damage to the Equipment or any other property belonging to NextG from any cause, except for damage caused by the gross negligence or willful misconduct of City, its employees, or agents.

8.2 **Waiver of Claims.** NextG hereby waives all claims against City and its employees for damage to persons or the Equipment or its property arising for any reason other than a claim based on the gross negligence or willful misconduct of City or its agents or employees.

8.3 **Utility Service Interruptions.** City, its officials, agents, and employees shall have no liability for any interruption of utility service, except to the extent caused by the gross negligence or willful misconduct of City or its agents or employees.

8.4 **Consequential Damages.** NextG acknowledges that under no circumstance, including but not limited to condemnation or breach of this Agreement, shall City be liable to NextG for any incidental or consequential damages, including but not limited to any loss of income, business, or profits, arising out of NextG's use of the Municipal Facility or City's performance or non-performance under this Agreement, even if City has been advised of the possibility of such damages.

8.5 **Third Parties.** City shall not be responsible for any damages, losses, or liability of any kind occurring by reason of anything done or permitted to be done by any third party, including without limitation any and all damages, losses, or liability arising from: (i) the issuance or approval by the City of a permit to any third party; or (ii) any interruption of services provided by NextG at the Municipal Facility due to any third party failure to abide by FCC regulations or regulations and agreements regarding interference, or any other applicable Laws or agreement with City. NextG acknowledges and agrees that the other telecommunication carriers and utilities shall not be deemed City's agent or employee for any purpose.

8.6 **Limitation of City's Liability.** The City shall be liable for the cost of repair to damaged Equipment only to the extent arising from the negligence or willful misconduct of City, its employees, agents, or contractors as determined either by the written agreement of the parties or the findings of a court of competent jurisdiction. In no event shall the City event be liable to NextG for any indirect or consequential damages.

**SECTION 9.  
INSURANCE**

9.1 **Minimum Insurance Requirements.** NextG shall obtain and maintain at its sole cost for the duration of this Agreement insurance pursuant to the terms and conditions described in this Section.

9.2 **Minimum Insurance.** NextG shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(a) **General Liability:** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, death, loss, and property damage resulting for wrongful or negligent acts by NextG. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) **Automobile Liability:** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage covering any vehicle utilized by NextG in performing the work covered by this Agreement.

(c) **Worker's Compensation and Employers Liability:** Worker's compensation limits as required by the Labor Code, and Employers' Liability limits of \$1,000,000 per accident.

(d) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed \$25,000.00.

9.3 **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

(a) **General Liability and Automobile Liability Coverage.** The City, its officers, officials, employees, agents, and volunteers shall be named as an additional insured on all required insurance policies. NextG's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of NextG's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers. NextG's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each insurance policy required by this paragraph shall name the City, its

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officers, officials, employees, agents, and volunteers as additional insureds by a comprehensive commercial general liability endorsement no less than Endorsement CG 20 10 11 85 or equivalent.

(b) **Worker's Compensation and Employers' Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by NextG in the City's right-of-way.

(c) **All Coverages.** Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30-days prior written notice has been given to the City.

**9.4 Acceptability of Insurers.** Insurance shall be placed with insurers with a Best's rating of no less than A:VII.

**9.5 Verification of Coverage.** NextG shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

**9.6 Indemnification Not Limited.** Any insurance required to be obtained and maintained by NextG under this Agreement shall not limit in any way NextG's indemnification obligations under Section 5 of this Agreement.

**9.7 Secondary Parties.** In the event NextG hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, repair or maintain the Equipment, NextG shall require such Secondary Parties to obtain and maintain the insurance required by this Section 7 and comply with all of the insurance provisions of such Section. It shall be NextG responsibility to ensure compliance with this Section 7.7.

## **SECTION 10. HARZARDOUS SUBSTANCES**

**10.1 Hazardous Waste.** For purposes of this Agreement, the term "Hazardous Substance" means any substance that is listed as a "Hazardous Substance" pursuant to 42 U.S.C. Section 9601(14), and also any toxic, ignitable, reactive, or corrosive hazardous waste defined pursuant to 42 U.S.C. Section 6921 and implementing regulations. "Hazardous Substance" includes without limitation any and all materials or substances that are defined by federal, state, or local statutes, regulations, or ordinances as "hazardous waste," "extremely hazardous waste," or a "hazardous substance." "Hazardous Substance" includes but is not limited to asbestos, polychlorobiphenyls ("PCBs"), and oil, petroleum and their fractions or by-products, notwithstanding any "petroleum exclusion" set forth in 42 U.S.C. Section 9601(14).

**10.2 Prohibition.** Neither NextG nor or NextG's employees, officers, officials, agents, transferees, contractors or subcontractors shall cause, permit any Hazardous Substances to be used, stored, or generated, on or in the Municipal Facility, the public right-of-way, or any City

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property by NextG, NextG's agents employees, contractors, or invitees without first obtaining City's written consent. In no event shall NextG ever use the Premises to dispose of any Hazardous Substance or any Solid Waste (as defined by 42 U.S.C. Section 6903(27)).

**10.3 Indemnification.** If NextG or NextG's employees, officers, officials, agents, transferees, contractors, or subcontractors cause, permit, or allow Hazardous Substances to be used, stored, or generated, on or in the Municipal Facility, the public right-of-way, or any City property except as permitted above, then NextG shall defend, indemnify and hold harmless City (and its councilmembers, officers, staff, employees, and agents) from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Municipal Facility, the public right-of-way, or any City property, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, or any governmental or third-party claim for reimbursement or compensations pursuant to liability under CERCLA, RCRA, or related statutes, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the term of this Lease and arising as a result of that contamination. This duty to defend and indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if NextG causes or permits the presence of any Hazardous Substance on the Premises which results in contamination of the soil, soil vapors, or groundwater beneath the Premises, then NextG shall promptly, at NextG's sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. NextG shall first obtain City's approval for any such remedial action. The provisions of this paragraph shall be in addition to any other obligations and liabilities NextG may have to City at law or equity and shall survive the expiration or the termination of this Agreement. In the event that the City notifies NextG of potential liability under this Section, NextG shall respond in writing to such a notification within 10 working days. If NextG does not so respond and unequivocally accept the duty to defend and indemnify the City without reservation, then City shall have the right to retain independent legal counsel within its sole discretion and NextG shall be responsible for all fees and costs, including attorneys' fees, of any such counsel selected by the City.

## **SECTION 11. MISCELLANEOUS PROVISIONS**

**11.1 Uses Subordinate.** This Agreement is not a grant by the City of any property interest. This Agreement shall not create a vested right of any nature in NextG to use the public rights-of-way. This Agreement is subject and subordinate to the prior and continuing right of the City and its assigns, licensees, and permittees to use any and all of the public rights-of-way for any lawful use. It is further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title that may affect the public rights-of-way. NextG shall be solely responsible for obtaining all necessary permits and approvals from all public and private entities.

**11.2 Enforcement.** Failure to materially comply with the terms and conditions of this Agreement may result in City's reasonable and lawful withholding issuance of any new

construction permits related to the Equipment, enforcement pursuant to San Marino Municipal Code, and/or in any other applicable remedy the City may have at law or equity.

11.3 **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and personally served or transmitted through first class United States mail, or by private delivery systems, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of San Marino  
2200 Huntington Drive  
San Marino, California 91108  
(626) 300-0700  
Attn: City Manager

NextG: NextG Networks, Inc.  
890 Tasman Avenue  
Milipitas, California 95035  
Attn: Contracts Administrator  
(408) 468-5400

Any notice required or provided for under this Agreement shall be deemed served at the time of personal service. Mailed notices will be deemed served as of the day of receipt.

11.4 **Attorneys' Fees.** If legal action is brought by either Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and court costs.

11.5 **Assignment.**

(a) This Agreement shall not be assigned by NextG without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. An assignment shall not be effective until the Assignee agrees in writing to comply with and be subject to all the terms and conditions of this Agreement and the Code. This Agreement may be assigned in its entirety, but NextG shall remain liable for any outstanding obligations incurred prior to such assignment.

(b) The transfer of NextG's rights and obligations to a parent, subsidiary, or other affiliate of NextG or to any successor in interest or entity acquiring fifty-one percent (51%) or more of NextG's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that NextG reasonably demonstrates to the City the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of NextG immediately prior to the transfer; (ii) any such transferee assumes all of NextG's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with NextG's management team, in the provision of telecommunications or similar services, evidences an ability to operate the NextG Network. NextG shall give at least thirty (30) days' prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set

forth with specificity in such Exempted Transfer Notice the reasons why NextG believes the Exempted Transfer Criteria have been satisfied. The City shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that NextG gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the City has received from NextG any and all additional information the City may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the City gives NextG notice in writing of the additional information the City requires within fifteen (15) days after the City's receipt of the original Exempted Transfer Notice. If the City fails to act upon NextG's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City NextG has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

11.6 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, assigns and transferees.

11.7 **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, are merged into and superceded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

11.8 **Severability.** If any one or more of the provisions of this Agreement is held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision, or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

11.9 **Governing Law.** This Agreement shall be interpreted and enforced according to, and the Parties' rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement shall occur in Los Angeles County Superior Court.

11.10 **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

11.11 **Order of Precedence.** To the extent the provisions of this Agreement and any permit required to be obtained by NextG from City are in conflict, the provisions of any encroachment permits issued by the City related to the subject matter herein shall take precedence.

11.12 **Drafting.** The Parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each party to this Agreement waives the effect of such statute.

11.13 **Exhibits.** All Exhibits referenced in this Agreement are hereby incorporated as though set forth in full.

11.14 **Execution in Counterparts.** This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

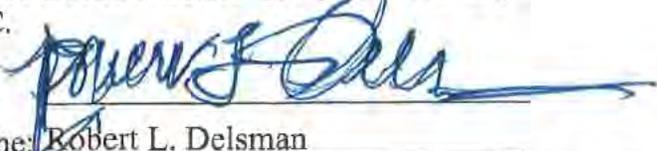
11.15 **Authority to Execute Agreement.** Each person or persons executing this Agreement on behalf of NextG, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of NextG and has the authority to bind NextG to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

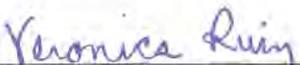
CITY OF SAN MARINO

By:   
Mayor

NEXTG NETWORKS OF CALIFORNIA,  
INC.

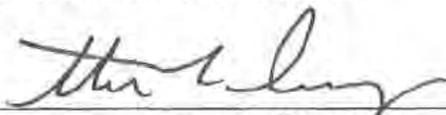
By:   
Name: Robert L. Delsman  
Title: SVP Government Relations & Regulatory Affairs

ATTEST:

  
Veronica Ruiz  
City Clerk

Approved as to Form and Legal Sufficiency:
<u></u>
Signature/Initials
Date: <u>5/15/2011</u>

APPROVED AS TO FORM:

  
Steven L. Dorsey  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Santa Clara



On September 13, 2011 before me, David R. Elston Jr., Notary Public personally appeared Robert L. Delsman



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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Master Encroachment Agreement, City of San Marino

Document Date: June 8, 2011

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

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IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

CITY OF SAN MARINO

NEXTG NETWORKS OF CALIFORNIA, INC.

By: *Dr. Allan Yung*  
Dr. Allan Yung  
Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

*Veronica Ruiz*  
Veronica Ruiz  
City Clerk

APPROVED AS TO FORM:

*Steven L. Dorsey*  
Steven L. Dorsey  
City Attorney

ACKNOWLEDGMENT

State of California )  
County of Los Angeles )  
)

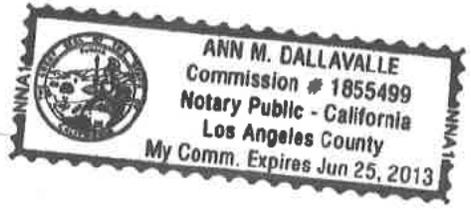
On September 14, 2011 before me, Ann M Dallavalle, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

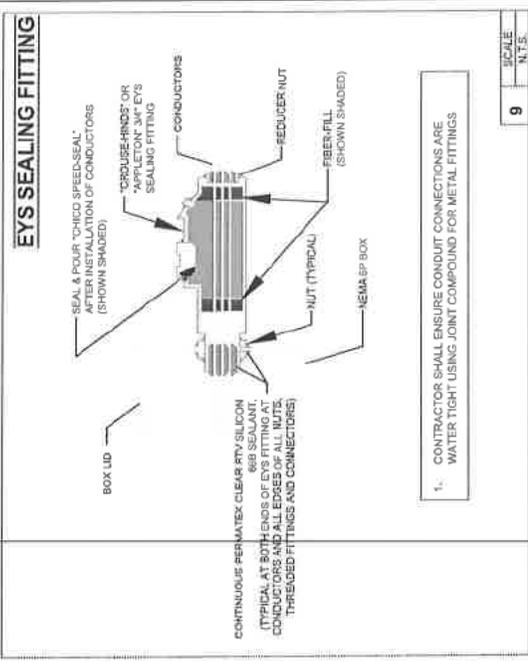
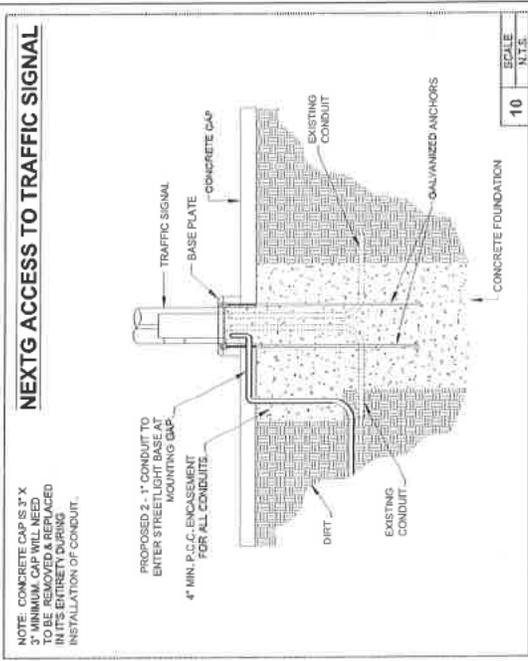
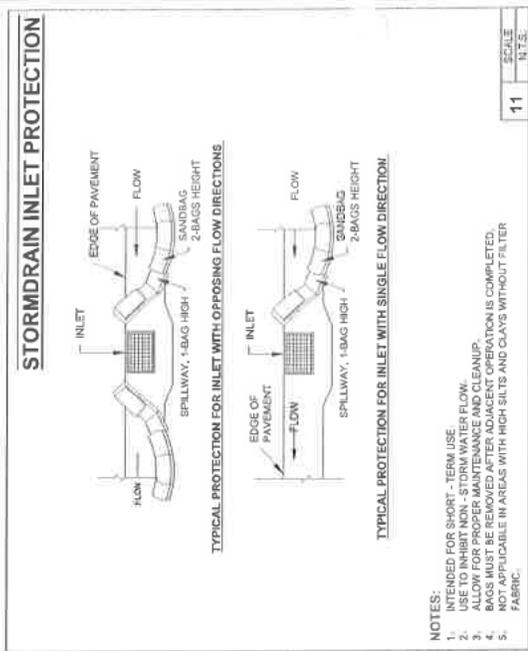
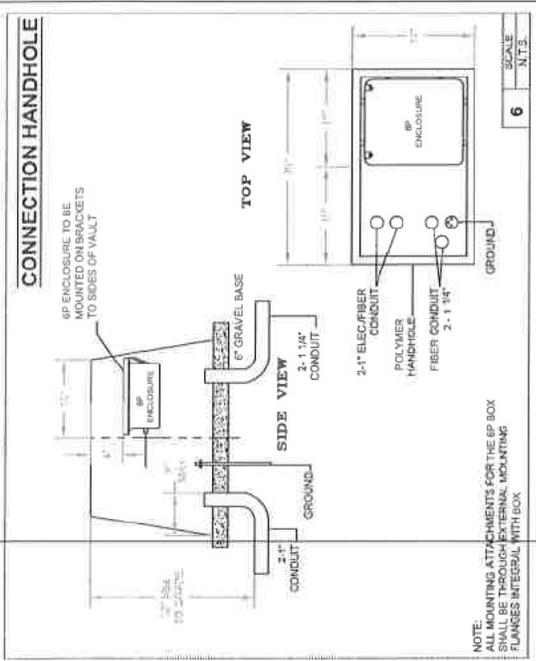
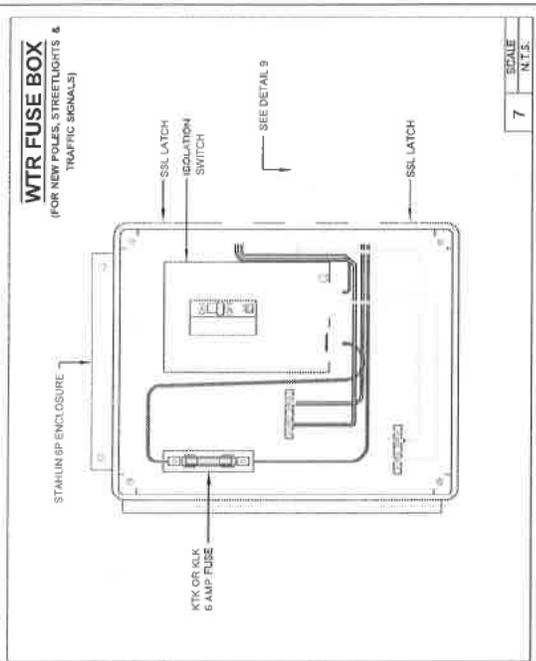
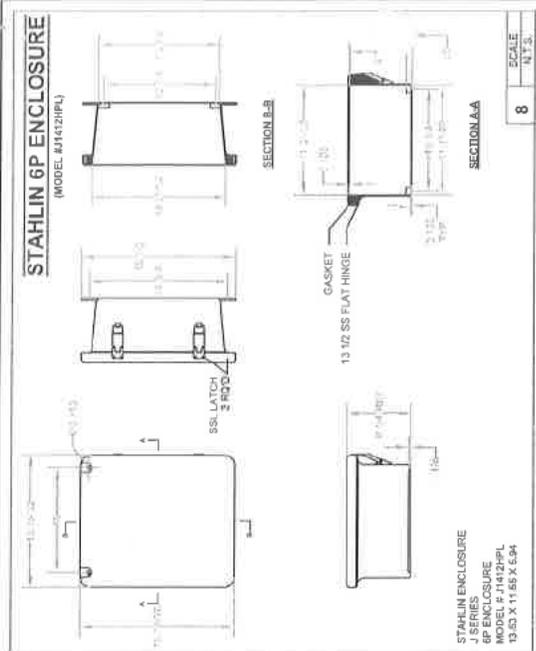
Signature Ann M Dallavalle (Seal)  
Signature of Notary Public



**EXHIBIT A  
EQUIPMENT**

The following telecommunication facilities components comprise the "Equipment" covered by this Agreement:





<b>PROJECT INFORMATION</b> PROJECT NAME: METRO PCS PHASE VI DESIGN TYPE: NODE REDON T.B. ID: 04740 - 206 - 03 TOTAL FRENCH FOOTING: 18' EXISTING: 14' CONDUIT: 4" DATE: 08/20/10 DRAWN BY: ANTHONY AMALDI CHECKED BY: ANTHONY AMALDI ELECTRONIC FILE NAME: MPC1037CA-PAG99		LATITUDE: 34.1118 LONGITUDE: -118.1046 SHEET: 9 OF 6 PLAN NO.: SHEET: 5 OF 6	
<b>PROJECT MANAGER</b> NAME: METRO NETWORKS ADDRESS: 710 WILSON AVE STE 210 CITY: FULLERTON, CA 92631 CONTRACT: 08020003 EMAIL: MNET@METROPCS.COM		<b>UTILITY COORDINATOR</b> NAME: METRO NETWORKS ADDRESS: 710 WILSON AVE STE 210 CITY: FULLERTON, CA 92631 CONTRACT: 08020003 EMAIL: MNET@METROPCS.COM	
<b>GENERAL CONTRACTOR NOTES</b> CONTRACTOR SHALL VERIFY ALL PLANS AND GROUND CONDITIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.		<b>PROJECT DESCRIPTION</b> THE PROJECT CONSISTS OF THE INSTALLATION OF A NEXTG CONDUIT TO THE TRAFFIC SIGNAL. THE EQUIPMENT IS TO BE MOUNTED ON EXISTING TRAFFIC SIGNALS, WOOD POLES AND STEEL POLES.	
<b>CODE COMPLIANCE</b> 1. CALIFORNIA ADMINISTRATIVE CODE (CALIF. TITLES 24 & 41) 2. ADOPTS THE 1997 IBC, 2003 IBC, 2006 IBC AND THE 1998 NEC 3. BUILDING OFFICIALS AND CODE ENFORCEMENT (BOCA) 4. UNIFORM MECHANICAL CODE		<b>CONTRACTOR NOTES</b> CONTRACTOR SHALL VERIFY ALL PLANS AND GROUND CONDITIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.	
<b>PROJECT TEAM</b> PROJECT MANAGER: METRO NETWORKS ADDRESS: 710 WILSON AVE STE 210, FULLERTON, CA 92631 CONTRACT: 08020003 EMAIL: MNET@METROPCS.COM PROJECT ENGINEER: ANTHONY AMALDI ADDRESS: 200 REDWOOD AVE STE 200, FULLERTON, CA 92631 CONTRACT: 08020003 PHONE: (951) 948-8800 EMAIL: AMALDI@METROPCS.COM			
<b>CLIENT INFORMATION</b> PROJECT NAME: METRO PCS PHASE VI DESIGN TYPE: NODE REDON T.B. ID: 04740 - 206 - 03 TOTAL FRENCH FOOTING: 18' EXISTING: 14' CONDUIT: 4" DATE: 08/20/10 DRAWN BY: ANTHONY AMALDI CHECKED BY: ANTHONY AMALDI ELECTRONIC FILE NAME: MPC1037CA-PAG99			
<b>CONTRACTOR INFORMATION</b> COMPANY: CCI TELECOMMUNICATIONS CONSULTANTS ADDRESS: 2302 WILSON AVE STE 200, FULLERTON, CA 92631 PHONE: (951) 948-8800			



**EXHIBIT B  
MUNICIPAL FACILITY**

Attached behind this page is a depiction of the location at which the Equipment covered by this Agreement will be installed.



NextG Networks, Inc.

# MPC1037CA-PAS09

ROW ADJACENT TO  
1710 St. ALBANS RD  
CITY OF SAN MARINO, CA



VICINITY MAP

### SHEET INDEX:

- SHEET 1 OF 6
- SHEET 2 OF 6
- SHEET 3 OF 6
- SHEET 4 OF 6
- SHEET 5 OF 6
- SHEET 6 OF 6

- TITLE SHEET
- POLE PLAN
- POLE PROFILE
- DETAIL SHEET
- DETAIL SHEET
- DETAIL SHEET



1-800-297-2600  
DIGIALERT  
REPAIR SERVICE

UNDERGROUND SERVICE ALERT  
TICKET #



CCI CONSULTANTS  
COMMUNICATIONS  
CONSULTANTS  
13511 Market Ave, Suite 204  
San Diego, CA 92128  
(619) 754-6200

- 1. CALIFORNIA ADMINISTRATIVE CODE (INC. TITLES 24 & 25)
- 2. 2000 CALIFORNIA ELECTRICAL CODE (C.E.C.)
- 3. BUILDING OFFICIALS AND CODE ADMINISTRATORS (BOCA)
- 4. UNIFORM MECHANICAL CODE
- 5. ASHRAE 222/7 LITE SAFETY CODE (NFPA 71)
- 6. UNIFORM LIGHTING CODE
- 7. NATIONAL ELECTRIC CODE
- 8. LOCAL BUILDING CODE
- 9. CITY/COUNTY ORDINANCES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL PERMITS WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:

- GENERAL CONTRACTOR NOTES
- PROJECT DESCRIPTION
- PROJECT MANAGER
- UTILITY COORDINATOR

**GENERAL CONTRACTOR NOTES:**  
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS AND CONDITIONS IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

**PROJECT DESCRIPTION:**  
THE PROJECT CONSISTS OF THE INSTALLATION OF A NEW NETWORK AT THE LOCATION OF THE EXISTING NETWORK. THE EQUIPMENT IS TO BE MOUNTED ON A STEEL POLE. THE POLE SHALL BE INSTALLED IN THE EXISTING NETWORK ROW.

**PROJECT MANAGER:**  
NAME: [REDACTED]  
ADDRESS: [REDACTED]  
CITY: [REDACTED]  
STATE: [REDACTED]  
ZIP: [REDACTED]  
PHONE: [REDACTED]  
EMAIL: [REDACTED]

**UTILITY COORDINATOR:**  
NAME: [REDACTED]  
ADDRESS: [REDACTED]  
CITY: [REDACTED]  
STATE: [REDACTED]  
ZIP: [REDACTED]  
PHONE: [REDACTED]  
EMAIL: [REDACTED]

**PROJECT NAME:** METRO PCS PHASE 17  
**DESIGN TYPE:** NEW DESIGN  
**PROJECT NO.:** 1710 ST ALBANS RD  
**TOTAL TRENCH FOOTAGE - LF:** 100  
**DATE:** 10/15/09  
**DESIGNED BY:** ANTHONY RANGALL  
**DATE:** 10/15/09  
**DRAWN BY:** ANTHONY RANGALL  
**DATE:** 10/15/09  
**ELECTRONIC FILE NAME:** MPC1037CA-PAS09

**PROJECT MANAGER:**  
NAME: [REDACTED]  
ADDRESS: [REDACTED]  
CITY: [REDACTED]  
STATE: [REDACTED]  
ZIP: [REDACTED]  
PHONE: [REDACTED]  
EMAIL: [REDACTED]

**UTILITY COORDINATOR:**  
NAME: [REDACTED]  
ADDRESS: [REDACTED]  
CITY: [REDACTED]  
STATE: [REDACTED]  
ZIP: [REDACTED]  
PHONE: [REDACTED]  
EMAIL: [REDACTED]

**PROJECT MANAGER:**  
NAME: [REDACTED]  
ADDRESS: [REDACTED]  
CITY: [REDACTED]  
STATE: [REDACTED]  
ZIP: [REDACTED]  
PHONE: [REDACTED]  
EMAIL: [REDACTED]

**UTILITY COORDINATOR:**  
NAME: [REDACTED]  
ADDRESS: [REDACTED]  
CITY: [REDACTED]  
STATE: [REDACTED]  
ZIP: [REDACTED]  
PHONE: [REDACTED]  
EMAIL: [REDACTED]

### TITLE SHEET

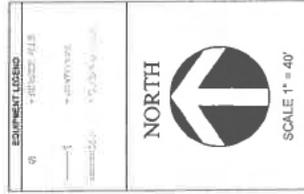
PROJECT NAME: MPC1037CA-PAS09  
ROW ADJACENT TO 1710 St. ALBANS RD  
CITY OF SAN MARINO, CA

PLAN No.: SHEET 1 OF 6

**GENERAL NOTES:**

1. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE SAFETY OF ALL PERSONS AND PROPERTIES THAT THESE WORKS MAY AFFECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
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19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

FOOTAGE TOTALS	
ASPHALT TRENCH	52'
PUNCH THRU	4'
DIRT TRENCH	25'
TOTAL	81'
R&R TOTAL SWF	6 SQ. FT.



PROJECT DATA		PROJECT TITLE		PROJECT DESCRIPTION		GENERAL CONTRACTOR NOTES	
PROJECT NAME: METRO PCS/PAE/IN	DATE: 3/11/06	PROJECT MANAGER:	NAME: METRO NETWORKS	PROJECT DESCRIPTION:	THE PROJECT CONSISTS OF THE INSTALLATION OF ALL NECESSARY EQUIPMENT TO BE INSTALLED AT THE SITE. THIS INCLUDES: SIGNALS, WOOD POLES AND STEEL POLES.	GENERAL CONTRACTOR NOTES:	ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:
DESIGN TYPE: NODE DESIGN	DATE: 3/11/06	ADDRESS:	1710 1/2 ST. ALBANS RD	CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS ON THE JOB AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR SAME.	1. CALIFORNIA ADMINISTRATIVE CODE (INCL. TITLES 24 & 25)	CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS ON THE JOB AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR SAME.	5. ANTI-SMOKING LIFE SAFETY CODE (IFPA-01)
DESIGNER: MFC 1037GCA-PAS09	DATE: 3/11/06	CITY: BAY AREA	LAURENCE, CA 94508	CONTRACTOR:	2. 2002 CALIFORNIA BUILDING CODE (LBC) AND THE TBM-02C	CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS ON THE JOB AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR SAME.	6. UNIFORM FIRE ALARMING CODE (UNFALC)
DESIGNED BY: TODD THOMSON	DATE: 3/11/06	PHONE:	(925) 754-3600	CONTRACTOR:	3. BUILDING OFFICIALS AND CODE ADMINISTRATORS (BOCA)	CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS ON THE JOB AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR SAME.	7. NATIONAL ELECTRIC CODE (NEC)
DESIGNED BY: ANTHONY RAMALL	DATE: 3/11/06	PHONE:	(925) 754-3600	CONTRACTOR:	4. UNIFORM MECHANICAL CODE	CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS ON THE JOB AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR SAME.	8. LOCAL BUILDING CODE
ELECTRONIC FILE NAME: MFC1037GCA-PAS09	DATE: 3/11/06	PHONE:	(925) 754-3600	CONTRACTOR:		CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS ON THE JOB AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR SAME.	9. CITY/COUNTY ORDINANCES
LOCATION:		EMAIL:	TONY@MFC1037GCA.COM				
SITE PLAN							
PLAN NO.:	2 OF 6						

**DIGALERT**  
UNDERGROUND SERVICE ALERT

1-800-227-2800  
CALL BEFORE YOU DIG  
WWW.DIGALERT.COM

**CCI**  
TELECOMMUNICATIONS CONSULTANTS

COLLEEN SCHMIDTKE  
1330 Mission Ave. 2nd Fl.  
Oakland, CA 94612  
(415) 754-8200

28



STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.  
CITY OF SAN MARINO )

**CERTIFICATION**

I HEREBY CERTIFY that the foregoing document entitled Sheet 2 of 6 of Site Plan is a full, true and correct copy of the original, which was adopted by the San Marino City Council on June 8, 2011.

DATED: August 30, 2011

*Veronica Ruiz*  
\_\_\_\_\_  
VERONICA RUIZ  
CITY CLERK

**TRAFFIC SIGNAL**

**MAKE READY**

**NEW CONSTRUCTION**

NEXT TO MOUNT PHAZAR ANTENNA ON TOP OF TRAFFIC SIGNAL  
 NEXT TO INSTALL ION INSIDE @ 18" ABOVE GROUND LEVEL  
 NEXT TO PLACE CONNECTION HANDHOLE WITH WTR FUSE BOX INSIDE 2' NORTH OF EXISTING SIGNAL

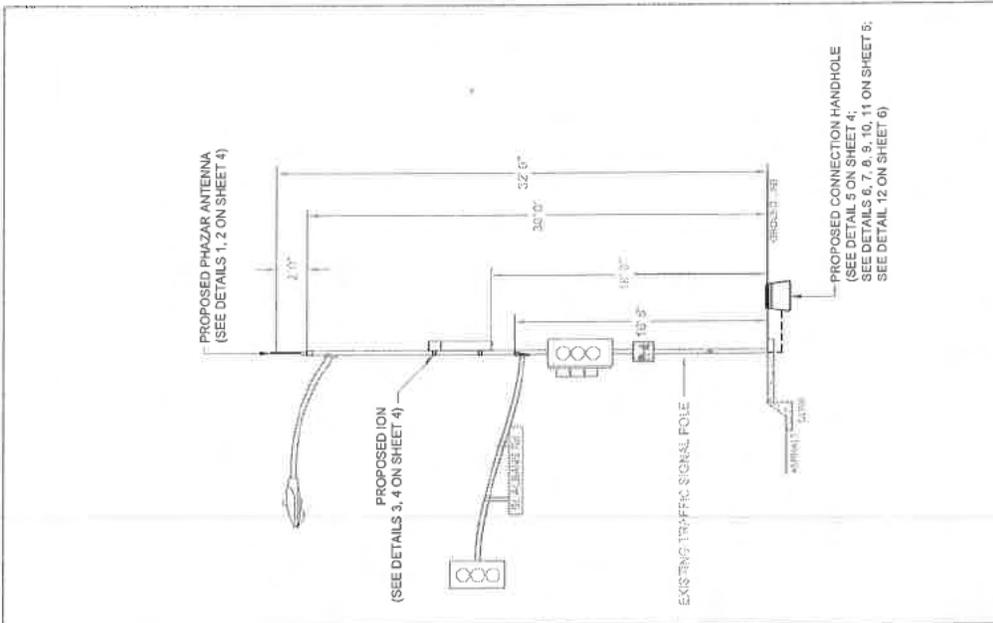
**NOTES:**

TOP OF POLE: 30' 0"  
 TOP OF ANTENNA: 32' 0"  
 ANTENNA TYPE: PHAZAR ANTENNA

SCALE  
 N.T.S.



**B DIGITAL PHOTO**      **LOOKING SOUTH**      SCALE N.T.S.



**A TRAFFIC SIGNAL**      **LOOKING SOUTH**      SCALE N.T.S.

**SERVICE EQUIPMENT POLE PROFILE**

<p><b>PROJECT INFORMATION</b></p> <p>PROJECT NAME: METRO ACSI PHASE IV                  DESIGN TYPE: MOBILE DESIGN                  (18.00' W/POLE) 300' IN.                  TOTAL TRENCH FOOTAGE: 80'                  ENGINEERED BY: TOSH TRINEN                  DRAWN BY: ANTHONY MANDALL                  ELECTRONIC FILE NAME: MFC1037CA-PAS09</p>		<p><b>UTILITY COORDINATOR</b></p> <p>NAME: METRO NETWORKS                  ADDRESS: 2100 WILSON AVE STE 200                  CITY: SANTA ANA, CA 92705                  CONTACT: JIM WILSON                  EMAIL: JIM.WILSON@METRO.NEWS.NET                  PHONE: (714) 944-4100                  FAX: (714) 944-4101</p>	
<p><b>PROJECT MANAGER</b></p> <p>NAME: METRO NETWORKS                  ADDRESS: 2100 WILSON AVE STE 200                  CITY: SANTA ANA, CA 92705                  CONTACT: JIM WILSON                  EMAIL: JIM.WILSON@METRO.NEWS.NET                  PHONE: (714) 944-4100                  FAX: (714) 944-4101</p>		<p><b>CONTRACTOR</b></p> <p>NAME: MFC COMMUNICATIONS                  ADDRESS: 2000 MEDFORD ST STE 200                  CITY: SANTA ANA, CA 92705                  CONTACT: ANTHONY MANDALL                  PHONE: (949) 244-4400                  FAX: (949) 244-4401</p>	
<p><b>GENERAL CONTRACTOR NOTES</b></p> <p>CONTRACTOR SHALL VERIFY ALL PLUMBING AND EXISTING CONDITIONS AND ASSOCIATED EQUIPMENT IS TO BE IDENTIFIED IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES WITH THE WORK BEING RESPONSIBLE FOR SAME.</p>			
<p><b>ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:</b></p> <ol style="list-style-type: none"> <li>CALIFORNIA ADMINISTRATIVE CODE (INCL. TITLES 24 &amp; 25)</li> <li>2000 CALIFORNIA BUILDING CODE WHICH INC. UBC, CBC, IBC, AND THE 1999 NEC</li> <li>BUILDING OFFICIALS AND CODE ADMINISTRATORS (BOCA)</li> <li>UNIFORM MECHANICAL CODE</li> <li>ANSI/NFPA 70-01</li> <li>UNIFORM FIREWORKING CODE</li> <li>NATIONAL ELECTRIC CODE</li> <li>LOCAL BUILDING CODE</li> <li>CITY/COUNTY ORDINANCES</li> </ol>			
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<p><b>CODE COMPLIANCE</b></p>			



# City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: DANIEL S. WALL, PE, PARK & PUBLIC WORKS  
DIRECTOR / CITY ENGINEER  
JASMIN ELEPANO, ADMINISTRATIVE ANALYST

*Allan Yung, MD, Mayor*

*Richard Sun, DDS, Vice Mayor*

*Steven W. Huang, DDS, Council Member*

*Steve Talt, Council Member*

*Richard Ward, Council Member*

DATE: JULY 29, 2016

SUBJECT: **AWARD OF CONTRACT FOR THE HUNTINGTON DRIVE STREET  
REHABILITATION PROJECT FROM WINSTON AVE. TO VIRGINIA RD.  
(PROJECT NO. 2882, NIB #N-16-06)**

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## **BACKGROUND**

The Huntington Drive Street Rehabilitation Project from Winston Ave. to Virginia Rd. (Project No. 2882, NIB #N-16-06) includes cold milling, asphalt concrete (AC) overlay, sidewalk replacement, curb and gutter replacement and other related work as described in the specifications and contract documents.

This project was included in the first CalRecycle Rubberized Asphalt Concrete (RAC) Grant. Pursuant to the grant, for every ton of RAC that the City uses for this project, the City will be reimbursed \$10. It is estimated that 5,800 tons of asphalt will be used. The contractor will be required to certify securing Asphalt Rubber Hot Mix (ARHM) material from a California generated waste tires plant. Staff has received Council approval of an appropriation of \$210,280.009 in account #226-48-3202-7155 for this grant.

This project was posted on Planet Bid, the City's website for bid opportunities, on July 11, 2016. Forty-four (44) vendors were notified, including the three trade publications. Twenty (20) prospective bidders downloaded the bid documents. The City of San Marino also published two Notices Inviting Bids on July 8 and July 15 in the local paper.

On July 20, 2016 at 10:00 A.M., sealed bids were opened and read. A total of four (4) bids were received. The submitted bids ranged from \$992,394.00 to \$1,064,052.00.

The apparent low bid was submitted by All American Asphalt of Corona, California. The company has performed many projects for San Marino in the past and their work is satisfactory. Licenses for the contractor were checked with the State of California, Department of Industrial Relations, the California Department of Consumer Affairs and the Contractors State License Board. All licenses are verified to be valid and current.

The project is estimated to be completed within ninety (90) calendar days from the start date.

**FISCAL IMPACT**

The engineer’s estimate for the project was \$900,000.00. The lowest bid was for \$992,394.00.

The Huntington Drive Street Rehabilitation Project from Winston Ave. to Virginia Rd. (Project No. 2882, NIB #N16-06) was budgeted in Fiscal Year 2015-2016 for a total of \$810,000.00 under three different accounts. Expenses have been paid for engineering costs for the design of the project. The following account numbers have the following balances to be carried over:

<b>Account #</b>	<b>Amount</b>
394-48-4600-2882	\$313,560.00
215-48-4600-2882	\$142,968.14
243-48-4600-2882	\$260,000.00
<b>TOTAL</b>	<b>\$716,528.14</b>

The anticipated costs are as follows:

<b>Description</b>	<b>Amount</b>
Construction	\$992,394.00
Contingency @ 15%	\$148,859.10
<b>TOTAL</b>	<b>\$1,141,253.10</b>

The anticipated costs no longer include engineering costs as the day-to-day oversight of the project will now be conducted by the Park & Public Works Director/City Engineer.

Additionally, it is estimated that the City will recover approximately \$58,000 of this total cost because of the RAC Grant Program.

The Rehabilitation – Various Streets has available funds in the total amount of \$1,053,832.84. The accounts are as follows:

<b>Account #</b>	<b>Amount</b>
202-48-4600-9271	\$524,654.00
213-48-4600-9271	\$16,367.00
214-48-4600-9271	\$3,314.00
215-48-4600-9271	\$73,511.00
243-48-4600-9241	\$24,503.00
394-48-4600-9271	\$411,483.84
<b>TOTAL</b>	<b>\$1,053,832.84</b>

Staff requests that the remaining \$424,724.96 needed for the Huntington Drive Street Rehabilitation Project from Winston Ave. to Virginia Road be appropriated from the Rehabilitation – Various Streets fund to cover the remaining costs. |

## **RECOMMENDATION**

Staff recommends that the City Council accept the bid submitted by All American Asphalt of Corona, California for the Huntington Drive Street Rehabilitation Project from Winston Ave. to Virginia Rd. (Project No. 2882, NIB #N-16-06.) If Council concurs, the appropriate action would be:

“A motion to award the bid for the Huntington Drive Street Rehabilitation Project from Winston Ave. to Virginia Rd. (Project No. 2882, NIB #N-16-06) to All American Asphalt of Corona, California in the amount of \$992,394.00; and

A motion to authorize the additional appropriation for the project in the amount of \$424,724.96 from the Rehabilitation – Various Streets fund. ”

Attachments: Bid Summary  
Bid Analysis

**CITY OF SAN MARINO**

**BIDS RECEIVED**



NOTICE INVITING BIDS NO. N-16-06

DATE AUTHORIZED 7/6/2016

BID OPENING DATE & TIME 7/20/2016 10:00 A.M.

FILE NO. FISCAL YEAR 15-16

FOR HUNTINGTON DRIVE STREET REHABILITATION PROJECT (WINSTON TO VIRGINIA)

DEPARTMENT PUBLIC WORKS DEPARTMENT – STREET DIVISION

NAME & ADDRESS OF BIDDER	DATE RECEIVED	TIME RECEIVED	AMOUNT OF BID	CASHIER'S CHECK OR BID BOND
HARDY & HARPER 1312 E. Warner Avenue Santa Ana, CA 92705	7/20/16	9:45 AM	(2) (3) 1,053,202.00 <del>\$1,038,000.00</del>	Bid Bond
ALL AMERICAN ASPHALT P.O. Box 2229 Corona, CA 92878-2229	7/20/16	9:46 AM	(1) \$992,394.00	Bid Bond
TORO ENTERPRISES, INC. P.O. Box 6285 Oxnard, CA 93031	7/20/16	9:54 AM	(3) (2) \$1,052,634.50	Bid Bond
SULLY MILLER CONTRACTING 135 State College Blvd, Suite 400 Brea, CA 92821	7/20/16	9:55 AM	(4) \$1,064,052.00	Bid Bond

BID AWARDED TO \_\_\_\_\_

DATE BID AWARDED \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_ DATE CONTRACT APPROVED \_\_\_\_\_

**Bid Analysis for Huntington Drive Street Rehabilitation Project (from Winston Avenue to Virginia Road) (N-16-06 / Project No. 2882)**

Item No.	Description	Unit of Measure	Quantity	1		2		3		4	
				All American Asphalt Corona, CA		Toro Enterprises, Inc. Oxnard, CA		Hardy & Harper, Inc. Santa Ana, CA		Sully-Miller Contracting Company Brea, CA	
1	Clearing and Grubbing. See TP-2, TP-3, and TP-4 of the Technical Specifications for Detail.	LS	1	\$22,350.00	\$22,350.00	\$128,000.00	\$128,000.00	\$76,000.00	\$76,000.00	\$50,870.00	\$50,870.00
2	Submit a Traffic Control Plan prepared by a Registered Traffic Engineer for City approval.	LS	1	\$3,600.00	\$3,600.00	\$12,600.00	\$12,600.00	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00
3	Construct Compacted Selected Fill per Technical Provisions.	CY	100	\$30.00	\$3,000.00	\$50.00	\$5,000.00	\$76.00	\$7,600.00	\$35.00	\$3,500.00
4	Earthwork, Roadway, and Excavation.	CY	100	\$70.00	\$7,000.00	\$65.00	\$6,500.00	\$77.00	\$7,700.00	\$50.00	\$5,000.00
5	Cold Mill 2.0 inches of Existing Pavement as indicated on the Plans.	SF	270,000	\$0.09	\$24,300.00	\$0.22	\$59,400.00	\$0.18	\$48,600.00	\$0.25	\$67,500.00
6	Construct 1.5 inches of AC Overlay Pavement ARHM (GG-C PG 64-16) as indicated on the Plans.	Tons	2,540	\$84.00	\$213,360.00	\$86.50	\$219,710.00	\$76.77	\$194,995.80	\$85.40	\$216,916.00
7	Construct 1.0 inch Leveling Course Pavement D 1 (PG 64-10) as indicated on the Plans.	Tons	1,698	\$82.00	\$139,236.00	\$71.00	\$120,558.00	\$76.00	\$129,048.00	\$77.00	\$130,746.00
8	Remove 6 inches Deep Existing AC Pavement and Replace with a 4 inches Thick Base Course (B PG 64-10) over Compacted Native.	SF	2,000	\$6.50	\$13,000.00	\$5.00	\$10,000.00	\$9.50	\$19,000.00	\$9.00	\$18,000.00
9	Remove Existing and Construct 4 inch Thick PCC Sidewalk per SPPWC Std. Plan 113-2. Construction Staking shall be included as part of this unit price.	SF	5,000	\$6.49	\$32,450.00	\$7.00	\$35,000.00	\$7.77	\$38,850.00	\$7.50	\$37,500.00
10	Remove Existing and Construct 6 inch Thick PCC Sidewalk per SPPWC Std. Plan 113-2. Construction Staking shall be included as part of this unit price.	SF	500	\$10.27	\$5,135.00	\$7.00	\$3,500.00	\$10.50	\$5,250.00	\$14.00	\$7,000.00
11	Remove Existing, Dispose, and Construct 6 inches Driveway Approach per SPPWC Std. Plan 110-2. Construction Staking shall be included as part of this unit price.	SF	1,100	\$10.00	\$11,000.00	\$8.85	\$9,735.00	\$10.50	\$11,550.00	\$14.00	\$15,400.00
12	Remove Existing and Construct PCC Curb Ramps per SPPWC Std. Plan 111-4. Construction Staking shall be included as part of this unit price.	EA	15	\$3,400.00	\$51,000.00	\$2,800.00	\$42,000.00	\$3,800.00	\$57,000.00	\$3,000.00	\$45,000.00
13	Install Dectectable Warning Panel Only (Dark Grey) as indicated on the Plans.	EA	19	\$647.00	\$12,293.00	\$395.00	\$7,505.00	\$500.00	\$9,500.00	\$475.00	\$9,025.00
14	Remove Existing and Construct 8 inch PCC Curb and 24 inch Gutter per SPPWC Std. Plan 120.2. Construction Staking shall be included as part of this unit price.	LF	5,525	\$46.00	\$254,150.00	\$37.00	\$204,425.00	\$45.00	\$248,625.00	\$49.00	\$270,725.00
15	Remove Existing, Dispose, and Construct 8 inches thick PCC Pavement per SPPWC Std. Plan 132-3 & 134-2. Construction Staking shall be included as part of this unit price.	SF	500	\$12.00	\$6,000.00	\$18.00	\$9,000.00	\$11.75	\$5,875.00	\$23.00	\$11,500.00
16	Remove Existing, Dispose, and Construct PCC Longitudinal Gutter per SPPWC Std. Plan 122-2.	SF	4,650	\$12.00	\$55,800.00	\$16.25	\$75,562.50	\$11.75	\$54,637.50	\$15.00	\$69,750.00
17	Adjust Sewer Manhole Frame to Grade.	EA	17	\$670.00	\$11,390.00	\$655.00	\$11,135.00	\$1,000.00	\$17,000.00	\$825.00	\$14,025.00
18	Adjust Water and Gas Valve to Finish Grade.	EA	16	\$590.00	\$9,440.00	\$100.00	\$1,600.00	\$300.00	\$4,800.00	\$85.00	\$1,360.00
19	Install Traffic Striping, Markers, Traffic Loops, and Appurtenances per Plans and Specifications Complete.	LS	1	\$23,000.00	\$23,000.00	\$30,500.00	\$30,500.00	\$30,000.00	\$30,000.00	\$28,000.00	\$28,000.00
20	Paint House Address on Curb (Curb Numbering Approx. 47).	LS	1	\$960.00	\$960.00	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00
21	Install Centerline Ties.	EA	6	\$325.00	\$1,950.00	\$340.00	\$2,040.00	\$500.00	\$3,000.00	\$360.00	\$2,160.00
22	Install Metal Hand Railing per SPPWC Std. Plan 606-4 Type B.	LF	20	\$500.00	\$10,000.00	\$362.00	\$7,240.00	\$150.00	\$3,000.00	\$200.00	\$4,000.00
23	Install Electrical Service as Indicated on Sheet 11 of Construction Plans.	LS	1	\$9,000.00	\$9,000.00	\$5,624.00	\$5,624.00	\$16,370.70	\$16,370.70	\$5,000.00	\$5,000.00
24	Remove Existing and Install Traffic Signal Visor per Caltrans Standard Plan ES-4C.	EA	70	\$58.00	\$4,060.00	\$162.00	\$11,340.00	\$88.00	\$6,160.00	\$180.00	\$12,600.00
25	Remove Existing and Install Traffic Signal Back Plate with rear cover per Caltrans Standard Plan ES-4C.	EA	160	\$307.00	\$49,120.00	\$161.00	\$25,760.00	\$142.00	\$22,720.00	\$175.00	\$28,000.00
26	Install 36 inches Box Parkway Tree Afrocarpus Gracilior.	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00
27	Remove and Relocate Existing Pull Box and Install Caltrans No. 5 Pull Box per Std. Plan ES-8 including necessary Conduits and Wiring, Complete.	EA	5	\$3,000.00	\$15,000.00	\$840.00	\$4,200.00	\$3,800.00	\$19,000.00	\$875.00	\$4,375.00
28	Remove and Relocate Existing Pull Box and Install CalTrans No. 6 Pull Box per Std. Plan ES-8 including necessary Conduits, Wiring, Complete.	EA	1	\$3,300.00	\$3,300.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
<b>Total</b>				<b>\$992,394.00</b>	<b>\$1,052,634.50</b>	<b>\$1,053,282.00</b>	<b>\$1,064,052.00</b>				

Sub(s) 27.19%

# City of San Marino AGENDA REPORT



*Allan Yung, MD, Mayor*

*Richard Sun, DDS, Vice Mayor*

*Steven W. Huang, DDS, Council Member*

*Steve Talt, Council Member*

*Richard Ward, Council Member*

TO: MAYOR YUNG AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: LUCY GARCIA, ASSISTANT CITY MANAGER,  
TIM BEAUBIEN, ADMINISTRATIVE INTERN

DATE: JULY 29, 2016

SUBJECT: **DONATION ACQUIRED FOR OLD MILL FOUNDATION  
COTTAGE REPAIRS**

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## **BACKGROUND**

The City's FY 2016/17 Budget includes \$87,000 in appropriations for the operations of the Old Mill. Consistent with the City's Memorandum of Understanding with the Old Mill Foundation, the Foundation utilizes these funds to take care of routine operational activities, excluding major maintenance, which is the City's obligation.

A total of \$32,000 of this has been allocated to the Capital Projects Fund to make repairs to the main building including ramada repairs, fountain plumbing repairs, a trash enclosure and a new cottage roof; however, the living condition of the caretaker's housing, known as the cottage, is deteriorated and needs repairs including the windows, kitchen, heater, and hot water tank.

## **FISCAL IMPACT**

Due to the fact that funds were not appropriated in the City's FY 2016/17 Budget, the Old Mill Foundation raised \$20,000 in donations to cover the costs necessary to make the requested repairs to the living area of the cottage. This brings the total restoration investment of the Old Mill to \$52,000 for the FY 2016/17.

## **RECOMMENDATION**

Staff recommends that the City Council accept and approve a revenue appropriation of \$20,000 to account 101-95-3701-0000 and approve an additional expenditure of \$20,000 from account 394-85-47600-5570 to be offset by the \$20,000 donation procured by the Old Mill Foundation. If Council concurs, the appropriate action would be:

"A motion to accept and approve a revenue appropriation of \$20,000 to account 101-95-3701-0000 and approve an additional expenditure of \$20,000 from account 394-85-4600-5570 to be offset by the \$20,000 donation to the Old Mill Foundation to repair the cottage."

# City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: LUCY GARCIA, ASSISTANT CITY MANAGER  
DAN WALL, PARK & PUBLIC WORKS DIRECTOR/  
CITY ENGINEER  
JASMIN ELEPANO, ADMINISTRATIVE ANALYST

DATE: JULY 29, 2016

SUBJECT: **TERMINATION OF CONTRACT FOR THE ROSE ARBOR PROJECT**

*Allan Yung, MD, Mayor*  
*Richard Sun, DDS, Vice Mayor*  
*Steven W. Huang, DDS, Council Member*  
*Steve Talt, Council Member*  
*Richard Ward, Council Member*

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## **BACKGROUND**

On April 13, 2016, Council awarded the contract for the Rose Arbor Project to Liberty Painting & Restoration of Brea, California in the amount of \$117,940.00. No notice to proceed has been issued. Since the contract award, staff conducted a walk through with the owner of Liberty Painting & Restoration and it was determined that the amount of work needed to restore the Rose Arbor goes beyond what was initially determined and stated in the original scope of work. The amount of damage, since it was first assessed, is now grander than was anticipated. As a result of these new circumstances and the significant change in the conditions under which the contract was originally awarded, the City is unable to move forward with the contract under the old scope of work and the amount that was awarded.

The Park & Public Works Director/City Engineer is currently assessing the work and is working on a new scope of work. He had also been in communication with Liberty Painting & Restoration and had notified them of this change. Liberty Painting & Restoration had no objections to the cancellation of the contract and expressed its willingness to work with the City in finding a way to repair the Rose Arbor in the least expensive way.

It is the City's intent to re-bid the project. Staff intends to return to Council with the new amount once the scope of work has been clearly defined. The goal is to restore the Rose Arbor in a manner that preserves this San Marino landmark and in continuing to honor the memories of loved ones of those who had contributed to the Arbor.

## **FISCAL IMPACT**

The City had budgeted \$20,000.00 for the Rose Arbor Repair in Fiscal Year 2014-2015 in account #394-50-4600-7150. The City also received a commitment for a donation from Dr. Matthew Lin and his wife Joy Lin in the amount of \$117,940.00 in Fiscal Year 2015-2016. These amounts are budgeted under account

#394-50-4600-7150. Current balance on this account is \$130,316.17, which will be rolled over to the new fiscal year.

There are no anticipated costs until such time that the project is advertised for bidding. |

**RECOMMENDATION**

|If Council concurs, the appropriate actions would be:

“A motion to terminate the contract for the Rose Arbor Project to Liberty Painting & Restoration of Brea, California in the amount of \$117,940.00, and

|Authorize staff to rollover the unspent funds to the new Fiscal Year 2016-2017, and

Direct staff to re-bid the project with a revised scope of work.|

Attachment: |None |

# City of San Marino AGENDA REPORT



*Allan Yung, MD, Mayor*

*Richard Sun, DDS, Vice Mayor*

*Steven W. Huang, DDS, Council Member*

*Steve Talt, Council Member*

*Richard Ward, Council Member*

TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: KEN PUN, CONTRACT DEPUTY FINANCE DIRECTOR

DATE: JULY 29, 2016

SUBJECT: **RESOLUTION NO. R-16-11 – APPROPRIATIONS SUBJECT TO LIMITATION**

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## BACKGROUND

On June 8, 2016, the Council approved Resolution No. R-16-04 – Appropriation Subject to Limitation for the year ending June 30, 2017. Staff found an error in its calculation and the City must re-adopt a resolution to establish the revenue appropriations subject to limitation and to rescind Resolution No. R-16-04 due to the incorrect amount of the appropriation subject to limitation was adopted.

In 1979 and 1990, the voters of the State of California approved Proposition 4 (commonly known as the Gann Initiative) and Proposition 111 respectively. Proposition 4 placed limits on the amount of taxes which can be raised by governments. Proposition 111 provided an adjustment formula to allow for local growth issues. Each year, the City Council must adopt a resolution establishing the revenue appropriations subject to limitation.

When calculating the appropriations limit, an agency is allowed to use the City's population growth or the County's, whichever is greater. The County rate of 0.85% was used for the 2016-17 calculation.

The City is also allowed to choose the cost of living factor used to calculate the appropriations limit. The City may use the California per capita personal income limit or the growth in the non-residential assessed valuation due to new construction within the City. Staff proposes that the California per capita personal income limit be used. This rate was 5.37% for the 2016-17 fiscal year.

The appropriations limit according to the State guidelines are \$24,914,655; actual appropriations in the 2016-2017 budget that are subject to the limit total \$19,606,905 or 79% of the maximum allowed. |

## FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council approve Resolution R-16-11 establishing the appropriations subject to limitation for fiscal year 2016-17. If Council concurs, the appropriate action would be:

“A motion to adopt Resolution No. R-16-11” and to rescind Resolution No. R-16-04. |

Attachments: Resolution R-16-11  
Exhibit A, Appropriations Limit Calculation

**RESOLUTION NO. R-16-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARINO, CALIFORNIA ESTABLISHING THE APPROPRIATIONS SUBJECT TO LIMITATION FOR FISCAL YEAR 2016-17**

**WHEREAS**, Article XIII-B of the California State Constitution requires that each entity of government determine and adopt an Appropriations Subject to Limitation for each fiscal year; and

**WHEREAS**, Proposition 111 requires a recorded vote of the council regarding which of the annual adjustment factors have been selected each year, and

**WHEREAS**, the citizens of San Marino have approved an increase in the spending limitations by adoption of Ordinance No. O-11-1253.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of San Marino, California as follows:

**SECTION 1.** The annual adjustment factors used in the Fiscal Year 2016-17 calculation for the City Of San Marino are the County population growth rate of .849% and the change in CPI for California per Capita Personal Income of 5.37%.

**SECTION 2.** The Appropriations Subject to Limitation for the City of San Marino for the Fiscal Year 2016-17 is hereby determined to be \$24,914,655 in accordance with calculations contained in Exhibit A hereto.

**SECTION 3.** The actual appropriations designated in the 2016-17 budget that are subject to the limit total \$19,606,905 or 79% of the limitation.

**PASSED, APPROVED AND ADOPTED** this 29<sup>th</sup> day of July, 2016.

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DR. ALLAN YUNG, MAYOR

ATTEST:

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VERONICA RUIZ, CMC  
CITY CLERK

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) ss.  
CITY OF SAN MARINO            )

**I HEREBY CERTIFY** that the foregoing Resolution No. R-16-11 was adopted by the City Council of the City of San Marino at a Regular Meeting of the City Council held on the 29<sup>th</sup> day of July, 2016, by the following vote:

AYES:            COUNCIL MEMBERS:

NOES:

ABSTAIN:

ABSENT:

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VERONICA RUIZ, CMC  
CITY CLERK

EXHIBIT A

City of San Marino  
2016-17  
Appropriations Limit Calculation

2015-16	Base Limit:		\$ 20,453,322
2016-17	Change in CPI:	5.37%	
2016-17	Change in Population:	0.85%	
2016-17	Factor		1.0627
2016-17	Limit Before Voter Approved Override		21,735,746
2016-17	Voter Approved Override		3,178,909
2016-17	Appropriations Limit		<b>24,914,655</b>
2016-17	Amount Subject to Appropriations Limit		19,606,905
2016-17	Percentage		79%



May 2016

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2016, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2016-17. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2016-17 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2016.**

**Please Note:** Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN  
Director  
By:

AMY COSTA  
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2016-17 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2016-17	5.37

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2016-17 appropriation limit.

**2016-17:**

Per Capita Cost of Living Change = 5.37 percent  
 Population Change = 0.90 percent

Per Capita Cost of Living converted to a ratio:  $\frac{5.37 + 100}{100} = 1.0537$

Population converted to a ratio:  $\frac{0.90 + 100}{100} = 1.0090$

Calculation of factor for FY 2016-17:  $1.0537 \times 1.0090 = 1.0632$

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016**

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2015-2016	1-1-15	1-1-16	1-1-2016
Los Angeles				
Agoura Hills	0.68	21,068	21,211	21,211
Alhambra	0.91	85,999	86,782	86,782
Arcadia	0.88	56,550	57,050	57,050
Artesia	0.42	16,726	16,797	16,883
Avalon	0.16	3,672	3,678	3,678
Azusa	1.07	48,962	49,485	49,485
Baldwin Park	0.27	74,534	74,738	74,738
Bell	0.42	36,562	36,716	36,716
Bellflower	0.27	76,154	76,363	76,363
Bell Gardens	0.45	42,759	42,952	42,952
Beverly Hills	0.44	34,610	34,763	34,763
Bradbury	1.26	1,109	1,123	1,123
Burbank	0.28	104,815	105,110	105,110
Calabasas	0.41	24,164	24,263	24,263
Carson	0.54	93,489	93,993	93,993
Cerritos	0.42	49,205	49,412	49,412
Claremont	0.54	36,022	36,218	36,218
Commerce	0.52	13,059	13,127	13,127
Compton	0.54	100,685	101,226	101,226
Covina	0.43	49,078	49,291	49,291
Cudahy	0.46	24,490	24,602	24,602
Culver City	0.60	40,207	40,448	40,448
Diamond Bar	1.26	56,371	57,081	57,081
Downey	0.43	113,691	114,181	114,181
Duarte	0.99	21,960	22,177	22,177
El Monte	0.80	112,977	113,885	113,885
El Segundo	0.30	16,596	16,646	16,646
Gardena	0.73	60,346	60,785	60,785
Glendale	1.03	199,620	201,668	201,668
Glendora	0.58	52,060	52,362	52,362
Hawaiian Gardens	0.59	14,838	14,926	14,926
Hawthorne	0.56	87,517	88,003	88,003
Hermosa Beach	0.15	19,771	19,801	19,801
Hidden Hills	0.65	1,860	1,872	1,872
Huntington Park	0.38	59,493	59,718	59,718
Industry	0.23	440	441	441
Inglewood	0.59	115,966	116,648	116,648
Irwindale	-1.67	1,439	1,415	1,415

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2016-17

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016**

County City	Percent Change	--- Population Minus Exclusions ---		Total Population
	2015-2016	1-1-15	1-1-16	1-1-2016
La Canada Flintridge	0.45	20,464	20,556	20,556
La Habra Heights	0.61	5,426	5,459	5,459
Lakewood	0.36	78,187	78,471	78,471
La Mirada	0.38	49,452	49,639	49,639
Lancaster	0.43	151,695	152,349	157,094
La Puente	0.37	40,373	40,521	40,521
La Verne	0.52	33,027	33,200	33,200
Lawndale	0.39	33,365	33,496	33,496
Lomita	0.29	20,232	20,290	20,290
Long Beach	0.66	481,719	484,879	484,958
Los Angeles	1.27	3,977,541	4,028,043	4,030,904
Lynwood	0.20	72,358	72,505	72,505
Malibu	0.50	12,643	12,706	12,706
Manhattan Beach	0.36	35,172	35,297	35,297
Maywood	0.44	28,094	28,219	28,219
Monrovia	0.74	37,254	37,531	37,531
Montebello	0.48	63,620	63,924	63,924
Monterey Park	0.34	61,137	61,346	61,346
Norwalk	0.27	104,278	104,562	105,292
Palmdale	0.60	159,112	160,072	160,072
Palos Verdes Estates	0.42	13,655	13,712	13,712
Paramount	0.46	56,143	56,400	56,400
Pasadena	0.89	139,781	141,023	141,023
Pico Rivera	0.39	64,020	64,272	64,272
Pomona	0.58	154,712	155,604	155,604
Rancho Palos Verdes	0.46	42,825	43,024	43,041
Redondo Beach	0.57	69,101	69,494	69,494
Rolling Hills	0.52	1,933	1,943	1,943
Rolling Hills Estates	0.27	8,006	8,028	8,028
Rosemead	0.44	54,987	55,231	55,231
San Dimas	0.32	34,035	34,144	34,144
San Fernando	0.53	24,404	24,533	24,533
San Gabriel	0.51	40,219	40,424	40,424
San Marino	0.34	13,520	13,566	13,566
Santa Clarita	1.72	215,890	219,611	219,611
Santa Fe Springs	3.29	17,827	18,414	18,459
Santa Monica	0.59	93,093	93,640	93,640
Sierra Madre	0.34	10,976	11,013	11,013
Signal Hill	0.42	11,624	11,673	11,673
South El Monte	1.01	20,605	20,814	20,814

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2016-17

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016**

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2015-2016	1-1-15	1-1-16	1-1-2016
South Gate	1.43	98,176	99,578	99,578
South Pasadena	0.38	25,929	26,028	26,028
Temple City	0.89	36,210	36,534	36,534
Torrance	0.41	146,570	147,175	147,175
Vernon	72.13	122	210	210
Walnut	0.52	29,996	30,152	30,152
West Covina	0.74	107,081	107,873	107,873
West Hollywood	0.38	35,788	35,923	35,923
Westlake Village	0.40	8,351	8,384	8,384
Whittier	0.47	87,924	88,341	88,341
Unincorporated	0.28	1,048,161	1,051,078	1,051,989
County Total	0.85	10,145,877	10,231,861	10,241,335

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

EXHIBIT A  
ORDINANCE NO. O-11-1253  
MAXIMUM SPECIAL PUBLIC SAFETY TAX LEVY AND ASSESSMENT AMOUNTS

Zones	# of Parcels	Police/Fire Zone Factor	Fiscal Year 2016-17		Fiscal Year 2017-18		Fiscal Year 2018-19		Fiscal Year 2019-20		Parcel Count	2016-17	2017-18
			Police/Fire Components	Paramedic Component									
RES I	257	3.00	1,174	66	1,233	69	1,295	72	1,359	76	296	366,994	384,372
RES II	371	2.63	1,030	66	1,081	69	1,135	72	1,192	76	391	428,223	448,350
RES III	26	2.19	858	66	901	69	946	72	993	76	20	18,476	19,334
RES IV	354	1.89	740	66	777	69	816	72	857	76	331	266,756	279,007
RES V	1,482	1.44	564	66	592	69	622	72	653	76	1,533	965,268	1,008,498
RES VI	671	1.15	451	66	474	69	497	72	522	76	695	359,049	374,720
RES VII	1,272	1.00	391	66	411	69	432	72	453	76	1,236	564,923	589,111
COM I	30	2.40	940	66	987	69	1,036	72	1,088	76	41	41,215	43,141
COM II*	87	3.75	1,468	66	1,542	69	1,619	72	1,700	76	70	107,380	112,519
COM III	34	6.50	2,545	66	2,673	69	2,806	72	2,946	76	28	73,106	76,670
UNIMPR	29	0.55	215	66	226	69	237	72	249	76	22	6,178	6,414
SPLIT	9	0.44	157	66	165	69	173	72	182	76	-	-	-
UNASSESS	63		-	66	-	69	-	72	-	76	-	-	-
HUNT LIB**			20,792	131	21,832	138	22,924	145	24,070	152		20,924	21,963
4,685											4,663	3,218,492	3,342,136
PROJECTED MAXIMUM TOTAL COLLECTION:													
Component:			2,875,275.17	303,633.51	3,019,039	318,815	3,169,991	334,756	3,328,490	351,494			
Combined:			3,178,909		3,337,854		3,504,747		3,679,984				
ANTICIPATED CREDITS:			194,877		204,621		214,852		225,594		(1,000)		
ESTIMATED TOTAL COLLECTABLE:													
Component:			2,680,398	303,634	2,814,418	318,815	2,955,139	334,756	3,102,896	351,494			
Combined:			2,984,032		3,133,234		3,289,895		3,454,390		<u>3,217,492</u>		

\* Including churches, non-profit holdings and the like

\*\* In lieu payment

SENIOR CITIZEN CREDIT: Upon application, the City Council shall make available a credit of \$100 per year for parcels owned by senior citizens (65 years or older) whose income does not exceed levels the City Council establishes.

# Revenues

Account Number	Description	2016-17 Proposed	Proceeds of Taxes	Non-Proceeds of Taxes	Interest Earnings
<b>Unrestricted Funds:</b>					
<b>General Fund</b>					
<b>Taxes:</b>					
101-00-3001-0000	Secured & Unsecured Property Tax	13,526,028	13,526,028		
101-00-3030-0000	Sales & Use Taxes	328,000	328,000		
101-00-3032-0000	In-Lieu Sales Tax	-	-		
101-00-3040-0000	Franchise Taxes	575,000	-	575,000	
101-00-3042-0000	Real Property Transfer Taxes	230,000	230,000		
101-00-3044-0777	Utility Users Taxes - Cingular	80,000	80,000		
101-00-3044-1650	Utility Users Taxes - Edison	670,000	670,000		
101-00-3044-4510	Utility Users Taxes - Metro Wa	230,000	230,000		
101-00-3044-4620	Utility Users Taxes - Miscella	80,000	80,000		
101-00-3044-7260	Utility Users Taxes - AT&T	130,000	130,000		
101-00-3044-8470	Utility Users Taxes - So. Cal.	153,000	153,000		
101-00-3044-9022	Utility Users Taxes - T-Moblie	42,000	42,000		
101-00-3044-9240	Utility Users Taxes - Time War	147,000	147,000		
101-00-3044-9355	Utility Users Taxes - Verizon	48,000	48,000		
101-00-3046-0000	Business License Tax	440,000	440,000		
		16,679,028			
<b>Licenses &amp; Permits:</b>					
101-00-3103-0000	Bicycle Licenses	500		500	
101-00-3153-0000	Film Permits	22,000		22,000	
101-14-3106-0000	Tree Permits	35,000		35,000	
101-14-3151-0000	Building Permits	498,000		498,000	
101-48-3152-0000	Street & Curb Permit Fees	80,000		80,000	
		635,500			
<b>Charges for Services:</b>					
101-00-3304-0000	Environmental Fees	136,251		136,251	
101-00-3321-0000	Check Reissuance Fee	150		150	
101-07-3346-0000	Sales of Maps & Pub.s - Admin	500		500	
101-14-3150-0000	Bldg. Dept. Education Fee	7,500		7,500	
101-14-3306-0000	General Plan Fee	20,600		20,600	
101-14-3308-0000	Plan Check Fees	260,000		260,000	
101-14-3312-0000	Zoning Fees	150,000		150,000	
101-14-3346-0000	Sales of Maps & Pub.s-P&B	500		500	
101-60-3340-0000	Nonresident Fees-Recreation	9,500		9,500	
101-60-3342-0000	Class Refund Fee	-		-	
101-62-3336-0000	Aquatics Program Fees	201,776		201,776	
101-64-3336-0000	Contract Class Program Fees	340,800		340,800	
101-64-3336-0001	Bridge Program Fees	20,810		20,810	
101-64-3336-0002	Jr. Titans Fees	18,870		18,870	
101-66-3336-0000	Special Events Program Fees	-		-	
101-66-3336-0001	Easter Program Fees	2,800		2,800	
101-66-3336-0002	Track Meet Program Fees	2,500		2,500	
101-66-3336-0003	Snow Day Program Fees	12,725		12,725	
101-68-3336-0000	Senior Program Fees	27,560		27,560	
101-70-3336-0000	Daycare Program Fees	210,820		210,820	
101-72-3336-0000	Daycamp Program Fees	186,260		186,260	
101-74-3336-0000	Preschool Program Fees	582,951		582,951	
101-90-3344-0000	Library Fees	-		-	

# Revenues

Account Number	Description	2016-17 Proposed	Proceeds of Taxes	Non-Proceeds of Taxes	Interest Earnings
101-90-3344-6055	Passport Fees	90,000		90,000	
101-90-3346-0000	Copies	6,500		6,500	
101-91-3344-3963	Lost Materials Fees	3,000		3,000	
101-91-3502-1496	DVD Rentals	4,500		4,500	
101-93-3344-1200	Damaged Materials Fees	800		800	
101-94-3344-0000	Overdue Materials Fees	19,000		19,000	
101-94-3344-3000	Hold Fees	1,100		1,100	
101-94-3344-7037	Replacement Library Card Fees	750		750	
		<u>2,318,523</u>			
<b>Intergovernmental:</b>					
101-00-3202-9350	State Vehicle License Fees	5,000	5,000		
101-00-3204-0000	VLF Swap	1,400,000	1,400,000		
101-90-3202-0000	Cenic Rebates	9,180		9,180	
		<u>1,414,180</u>			
<b>Fines &amp; Forfeitures:</b>					
101-00-3410-0000	Fines & Fees	100		100	
101-14-3410-0000	Business License NOVs	30,000		30,000	
101-14-3410-9245	Tree Fines	15,000		15,000	
		<u>45,100</u>			
<b>Use of Money &amp; Property:</b>					
101-00-3501-0000	Interest	134,000		134,000	134,000
101-00-3550-0000	Sale of Property	20,000		20,000	
101-40-3502-0000	Rental Fees-Public Works	5,000		5,000	
101-50-3502-0000	Rents & Concessions-Park	50,000		50,000	
101-60-3502-0000	Rents & Concessions-Rec	16,600		16,600	
101-90-3502-0000	Library Rental Fees	11,000		11,000	
101-95-3502-0000	Rental Fees-Old Mill	-		-	
		<u>236,600</u>			
<b>Miscellaneous Revenue:</b>					
101-00-3701-0000	Miscellaneous Revenue	10,000		10,000	
101-00-3702-0000	Reimbursements	10,000		10,000	
101-40-3348-0000	Damage to City Property Reimbs	20,000		20,000	
101-48-3333-0000	Sales of Street Signs	250		250	
101-60-3701-0000	Miscellaneous Revenue-Rec	-		-	
101-90-3701-0000	Miscellaneous Revenue-Library	5,000		5,000	
101-95-3701-0000	Reimbursements	5,000		5,000	
		<u>50,250</u>			
<b>General Fund Totals</b>		<u><u>21,379,181</u></u>			
<b>Public Safety Fund</b>					
<b>Taxes:</b>					
103-00-3005-0000	Public Safety Property Taxes	2,984,032	2,984,032		
103-00-3006-0000	Public Safety Augmentation Fd	125,000	125,000		
		<u>3,109,032</u>			
<b>Charges for Services:</b>					
103-30-3201-0000	Animal Control Services	11,500		11,500	
103-30-3316-0000	Special Police Services	2,400		2,400	
103-30-3317-0000	Citation Sign off Fee	400		400	
103-30-3318-0000	Clearance Letter Fees	400		400	
103-30-3319-0000	Report Copies	750		750	
103-30-3321-0000	Burglary Alarm Permits	11,500		11,500	

# Revenues

Account Number	Description	2016-17 Proposed	Proceeds of Taxes	Non-Proceeds of Taxes	Interest Earnings
103-30-3324-0000	Housewatch Fees	10,000		10,000	
103-30-3325-0000	Vehicle Impound Release Fees	12,500		12,500	
103-30-3331-3550	Live Scan Fees	7,000		7,000	
103-30-3331-9241	Tow Fees	8,000		8,000	
103-34-3315-0000	Shared Fire Command Revenue	500,000		500,000	
103-34-3316-0000	Outside Services	6,100		6,100	
103-34-3330-0000	Fire Fees	9,000		9,000	
103-34-3332-0000	Paramedic Service Fees	429,000		429,000	
		<u>1,008,550</u>			
<b>Intergovernmental:</b>					
103-30-3202-6600	POST Reimbursement	12,500		12,500	
103-34-3202-2725	GEMT Reimbursement	25,000	25,000		
		<u>37,500</u>			
<b>Fines &amp; Fees:</b>					
103-30-3320-0000	Burglary Alarm Fines	500		500	
103-30-3400-0000	Parking Citations	70,000		70,000	
103-30-3401-0000	Vehicle Code Fines	80,000		80,000	
103-30-3410-0440	Business License NOVs	-		-	
		<u>150,500</u>			
<b>Miscellaneous Revenue:</b>					
103-30-3701-0000	Police Misc. Revenue	-		-	
103-30-3702-0000	Police Reimbursements	8,000		8,000	
103-34-3328-0000	Strike Team Reimbursements	75,000		75,000	
		<u>83,000</u>			
<b>Public Safety Fund Totals</b>		<u><u>4,388,582</u></u>			
<b>Fourth of July Fund</b>					
104-66-3336-0000	Admission Fees	<u>57,177</u>		57,177	
<b>San Marino Center Fund</b>					
105-82-3502-0000	Rents & Concessions	<u>24,200</u>		24,200	
<b>Donations Fund</b>					
281-00-3601-0000	General Donations Received	74,000		74,000	
281-00-3601-3418	Donations Received-War Memoria	-		-	
281-20-3708-2013	Centennial Fountain Bricks	-		-	
281-30-3601-0000	Police Donations Received	1,000		1,000	
281-34-3601-0000	Fire Donations Received	4,500		4,500	
281-50-3601-0000	Lacy Park Donations Received	-		-	
281-52-3601-5880	City Club Parklet Donations Rec'd.	-		-	
281-60-3601-0000	Recreation Donations Received	-		-	
281-66-3601-0000	Memorial Day Donations	500		500	
281-66-3601-0002	Track Meet Donations	2,000		2,000	
281-66-3601-2570	4th of July Donations	1,360		1,360	
281-74-3333-0000	Preschool Fundraiser	1,800		1,800	
281-90-3601-0000	Library Donations Received	35,000		35,000	
281-90-3601-1120	Donations-Crain Art Gallery	1,000		1,000	
281-90-3601-9506	Library Wish List Donations	10,000		10,000	
281-91-3601-0000	Adult Materials Donations-Othe	3,000		3,000	
281-91-3601-0776	Adult Chinese Language Materia	2,000			
281-91-3601-2575	Adult Materials Donations-Frie	21,545			

## Revenues

Account Number	Description	2016-17 Proposed	Proceeds of Taxes	Non-Proceeds of Taxes	Interest Earnings
281-92-3601-0000	Children's Mats. Donations	6,500			
281-92-3601-2575	Children's Mats. Donations-Fri	38,500		38,500	
		<u>202,705</u>			
<b>Capitalized Equipment Fund</b>					
591-00-3850-0000	Equipment Cost Allocation	<u>408,600</u>		408,600	
	<b>Unrestricted Fund Totals</b>	<u><u>26,460,445</u></u>			
<b>Restricted Funds:</b>					
202-00-3501-0000	Interest Income	200		200	200
202-48-3038-7590	Gas Taxes Section 2105	69,000		69,000	
202-48-3038-7700	Gas Taxes Section 2106	43,000		43,000	
202-48-3038-7810	Gas Taxes Section 2107	91,000		91,000	
202-48-3038-7920	Gas Taxes Section 2107.5	3,000		3,000	
202-48-3038-7930	RTAC 7360 Transit Funds	62,000		62,000	
		<u>268,200</u>			
204-00-3201-0650	Federal CDBG	<u>37,708</u>		37,708	
206-00-3203-3420	Local - LA Co. Pk. Bond	<u>55,955</u>		55,955	
207-00-3032-0000	Prop. A Transit Taxes	245,775	245,775		
207-00-3501-0000	Interest Income	400		400	400
		<u>246,175</u>			
209-00-3410-0000	Water Use Fines	25,000		25,000	
209-00-3501-0000	Interest Income	50		50	50
		<u>25,050</u>			
212-00-3203-0080	AQMD Grant	15,000		15,000	
212-00-3501-0000	Interest	15		15	15
		<u>15,015</u>			
213-00-3202-8950	MTA-STPL	-		-	
213-00-3501-0000	Interest Income	-		-	-
		<u>-</u>			
214-00-3036-0000	TDA Article 3 Taxes	3,314	3,314		
214-00-3501-0000	Interest Income	-		-	-
		<u>3,314</u>			
215-00-3034-0000	Prop. C Transit Taxes	200,000	200,000		
215-00-3501-0000	Interest Income	100		100	100
		<u>200,100</u>			
216-00-3045-0000	PEG Fees	30,000		30,000	
216-00-3501-0000	Interest Income	140		140	140
		<u>30,140</u>			
217-00-3501-0000	Interest Income	50		50	50
217-30-3410-0000	Asset Forfeitures	500		500	
		<u>550</u>			

# Revenues

Account Number	Description	2016-17 Proposed	Proceeds of Taxes	Non-Proceeds of Taxes	Interest Earnings
220-00-3050-0000	Granada Avenue Assessment #2	-			
221-14-3203-0000	Used Oil Grant	5,000		5,000	
221-44-3203-0000	Used Oil Grant	-			
		<u>5,000</u>			
226-00-3202-2860	State Recycling Grant	5,000		5,000	
226-00-3501-0000	Interest	20		20	20
		<u>5,020</u>			
233-00-3501-0000	Interest	60		60	60
233-30-3202-0000	COPS Allocation	100,000		100,000	
		<u>100,060</u>			
238-00-3203-0000	County Park Grant	-			
241-00-3202-3542	Safe Routes to Schools Grant	-			
241-00-3501-0000	Interest	-			
		<u>-</u>			
243-00-3501-0000	Interest Income	240		240	240
243-48-3203-4200	LA County Measure R	153,000	153,000		
		<u>153,240</u>			
247-48-3203-0000	SCAG Grant	-			
		<u>-</u>			
	<b>Restricted Fund Totals</b>	<u>1,145,527</u>			
		<u>-</u>			
	<b>All Fund Totals</b>	<u>27,605,972</u>	<u>21,245,149</u>	<u>6,330,778</u>	<u>135,275</u>
Interest Earnings Applied			77% 104,106	23% 31,022	
Capital Outlay Exclusions			(1,742,349)		
Amount Subject to Appropriations Limit			<b>19,606,905</b>		

# City of San Marino AGENDA REPORT



*Allan Yung, MD, Mayor*

*Richard Sun, DDS, Vice Mayor*

*Steven W. Huang, DDS, Council Member*

*Steve Talt, Council Member*

*Richard Ward, Council Member*

TO: MAYOR AND CITY COUNCIL  
FROM: JOHN T. SCHAEFER, CITY MANAGER  
BY: JOHN T. SCHAEFER, CITY MANAGER |  
DATE: JULY 29, 2016 |  
SUBJECT: **RENEWAL OF WATER FRANCHISE WITH CALIFORNIA AMERICAN WATER COMPANY** |

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## **BACKGROUND**

The City of San Marino is provided water by California American Water. The City's current Franchise Agreement with Cal Am was for the period from September 10, 2001 through September 9, 2016 and was adopted by the City Council in 2003.

During the past year, the City Attorney's Office, and City representatives have negotiated the terms of the renewed agreement. This has been somewhat of a complicated process because California Public Utilities Commission regulates certain aspects of the agreement.

Noteworthy elements of the new Franchise Agreement include:

1. A ten (10) year term
2. Clarified indemnification language
3. A commitment to continue to work with Fire Chief and Public Works Director to improve water infrastructure
4. Quarterly payments, versus a single annual payment, of franchise fees
5. Static franchise fee of two percent (2%) of the gross annual receipts

Under the provisions of the Franchise Act of 1913, the City Council first adopts a resolution indicating the City's intention to grant the franchise and setting a date and time for the public hearing. The franchise itself is approved by adoption of an ordinance.

## **FISCAL IMPACT**

No direct costs to the City of San Marino for this agreement, and franchise fees will continue at basically the same current rate, which was approximately \$246,000 last fiscal year.

**RECOMMENDATION** |

Staff recommends that the City Council adopt Resolution No. R-16-12 stating the City’s intention to grant the franchise and setting a public hearing on the potential renewal. Staff further recommends that the City Council also introduce Ordinance No. O-16-1307 granting and setting forth the terms of the franchise agreement. | If Council concurs, the appropriate action would be:

“A motion to adopt Resolution No. R-16-12 and to read by title only and introduce Ordinance No. O-16-1307.”

Attachments: | Resolution No. R-16-12  
| Ordinance No. O-16-1307 |

**RESOLUTION NO. R-16-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARINO DECLARING ITS INTENTION TO EXTEND THE TERM OF CALIFORNIA AMERICAN WATER COMPANY'S PUBLIC UTILITY WATER FRANCHISE FOR A TERM OF TEN YEARS AND SETTING A PUBLIC HEARING TO RECEIVE ANY OBJECTIONS THERETO.**

The City Council of the City of San Marino does find and resolve as follows:

**SECTION 1. Application to Extend Franchise.**

(a) Article 1 of Chapter 2 of Division 3 of the California Public Utilities Code, commencing at § 6201, sets forth specific provisions for the granting of franchises for public utility services.

(b) California American Water Company, Inc., currently maintains and operates pipelines and facilities for transmitting and distributing water within the City of San Marino pursuant to a franchise granted by Ordinance No. O-03-1169. By its terms and conditions, the franchise will expire on September, 10, 2016.

(c) California American Water Company, Inc. has filed an application to extend its existing franchise for a term of ten years.

**SECTION 2. Declaration of Intention to Renew Franchise for a Ten (10) Years.** The City Council hereby declares its intention to renew California American Water Company's franchise for a term of ten (10) years.

**SECTION 3. Consideration of Objections.** All persons having any objection to the renewal of the California American Water Company, Inc., franchise may appear and be heard before the City Council in the Council Chambers located at the San Marino City Hall, 2200 Huntington Drive, on September 14, 2016 at 6:00 p.m., or as soon thereafter as the matter may be heard. At any time not later than the hour set for hearing objections, any person interested may make written protest stating objections against the renewal of the California American Water Company, Inc. Any such protest shall be signed by the protestant and delivered to the City Clerk. At the time set for hearing objections, the City Council shall proceed to hear and pass upon all protests received.

**SECTION 4. Publication of Notice.** The City Clerk is hereby directed to publish in the San Marino Tribune at least once within 15 days after the passage of this resolution, a notice substantially in the form set forth in Exhibit A.

**PASSED, APPROVED AND ADOPTED** this 29th day of July, 2016.

\_\_\_\_\_  
DR. ALLAN YUNG, MAYOR

ATTEST:

\_\_\_\_\_  
VERONICARUIZ, CMC  
CITY CLERK

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) ss.  
CITY OF SAN MARINO            )

**I, HEREBY CERTIFY** that the foregoing Resolution No. R-16-12 was adopted by the City Council of the City of San Marino at an Adjourned Regular Meeting of the City Council held on the 29th day of July, 2016, by following vote:

AYES:            COUNCIL MEMBERS:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
VERONICA RUIZ, CMC  
CITY CLERK

**EXHIBIT A**

**NOTICE OF PUBLIC HEARING TO GRANT WATER FRANCHISE**

NOTICE IS HEREBY GIVEN that the San Marino City Council will hold a public hearing on September 14, 2016 at 6:00 p.m. or as soon thereafter as the matter can be heard, in the Council Chambers at City Hall, 2200 Huntington Drive, San Marino, CA 91108, to grant the public utility water franchise between the City of San Marino and California American Water Company, Inc., for a term of ten (10) years.

All interested persons may appear at that time, date and place to voice any objections to the granting of the franchise. Also, any person may file a signed written statement of objections to the granting of the franchise by filing a statement with the City Clerk at the San Marino City Hall, 2200 Huntington Drive, San Marino, CA 91108.

If granted the franchise, California American Water Company, Inc., will pay to the City an annual fee equal to two percent (2%) of the gross annual receipts derived the sale of water in the City. Failure to pay the fee will result in a forfeiture of the franchise.

A copy of all relevant material is on file in the offices of the San Marino City Clerk. All interested persons are invited to inspect the file and be present to give testimony at the public hearing. Should you have any questions prior to prior to the meeting, please contact Veronica Ruiz, City Clerk, at (626) 300-0705.

VERONICA RUIZ, CMC  
CITY CLERK

Date: September 14, 2016  
Posted: \_\_\_\_\_, 2016  
Published: One time on \_\_\_\_\_, 2016  
Notice No.: N-16-\_\_\_

**ORDINANCE NO. O-16-1307**

**AN ORDINANCE OF THE CITY OF SAN MARINO, CALIFORNIA,  
GRANTING TO CALIFORNIA-AMERICAN WATER COMPANY, A  
CORPORATION, THE RIGHT, PRIVILEGE AND FRANCHISE TO  
LAY AND USE PIPES AND APPURTENANCES FOR  
TRANSMITTING AND DISTRIBUTING WATER FOR ANY AND  
ALL PURPOSES UNDER, ALONG, ACROSS OR UPON THE  
PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE  
SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY**

THE CITY COUNCIL OF THE CITY OF SAN MARINO DOES ORDAIN AS FOLLOWS:

SECTION 1. Whenever in this ordinance the words or phrases defined in this section are used, they shall have the meanings assigned to them in the following definitions (unless, in the given instance, the context shall clearly import a different meaning):

- a) The word "City" shall mean the City of San Marino, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated or reincorporated form;
- b) The "Director of Public Works" shall mean the Director of Public Works or, if City does not have a Director of Public Works, the person designated by the City Manager to perform the duties imposed by this ordinance on the Director of Public Works;
- c) The word "Engineer" shall mean the City Engineer of the City;
- d) The word "Franchise" shall mean and include any authorization granted hereunder in terms of a franchise, privilege, permit, license or otherwise to lay and use pipes and appurtenances for transmitting and distributing water for any and all purposes under, along, across or upon the public streets, ways, alleys and places in the City, and shall include and be in lieu of any existing or future City requirements to obtain a license or permit for the privilege of transacting and carrying on a business within the City;
- e) The word "Grantee" shall mean California-American Water Company, a California Corporation, and its lawful successors or assigns;
- f) The phrase "Lay and Use" shall mean to lay, construct erect, install, operate, maintain, use, repair, replace, or remove;
- g) The phrase "Pipes and Appurtenances" shall mean pipe, pipeline, main, service, trap, vent, vault, fire hydrant, manhole, meter, gauge, regulator, valve, conduit, appliance, attachment, appurtenance and any other property located or to be located in, upon, along, across, under or over the streets of the City, and used or useful in transmitting and distributing water;

h) The word "Streets" shall mean the public streets, ways, alleys and places as the same now or may hereafter exist within the City.

SECTION 2. The right, privilege and franchise, subject to the terms and conditions in this ordinance, and pursuant to the provisions of Division 3, Chapter 2 of the Public Utilities Code of the State of California, known as the Franchise Act of 1937, is hereby granted to California-American Water Company, a California corporation, to transmit and distribute water for any and all purposes, under, along, across or upon the streets of the City.

The term of this franchise shall be ten (10) years commencing September 10, 2016.

This franchise shall endure in full force and effect during the term until the same shall, with the consent of the Public Utilities Commission of the State of California ("CPUC"), be voluntarily surrendered or abandoned, or until the State of California or a municipal or public corporation duly authorized by law shall purchase by voluntary agreement or shall condemn and take under the power of eminent domain, all property actually used and useful in the exercise of this franchise, and situated within the territorial limits of the State, municipal or public corporation purchasing or condemning such property, or until this franchise shall be forfeited for noncompliance with its terms by the Grantee.

SECTION 3. The Grantee shall pay to the City an annual franchise fee, in lawful money of the United States, a sum equivalent to two percent (2%) of the gross annual receipts of Grantee arising from the use, operation or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of the Grantee derived from the sale of water within the limits of the City under this franchise. In the event the Legislature shall amend the Franchise Act of 1937 (Public Utilities Code Section 6201 -6302) to permit a franchise payment greater than the percentage formula specified herein, the franchise fee shall be automatically changed to the higher level.

The Grantee shall file with the Clerk of the City within three (3) months after the expiration of the calendar year, or fractional calendar year, following the date of the grant of this franchise, and within three (3) months after the expiration of each and every calendar year thereafter, a duly verified statement showing in detail the total gross receipts of the Grantee, its successors or assigns, during the preceding calendar year, or such fractional calendar year, from the sale of water within the City. It shall be the duty of the Grantee to pay to the City within fifteen (15) days after the time for filing such statement, the specified percentage of its gross receipts for the calendar year, or fractional calendar year, covered by such statement. Any neglect, omission or refusal by the Grantee to file such verified statement, or to pay the required percentage, at the times or in the manner herein provided, shall be grounds for the declaration of a forfeiture of this franchise and of all rights hereunder.

Beginning in calendar year 2017, Grantee agrees to make quarterly franchise fee payments to the City based on Grantee's reasonable estimate of the annual franchise fee. Such payments will be made by May 15, August 15, November 15, and February 15. If the total of the quarterly payments made by Grantee for the calendar year exceeds the actual annual franchise fee demonstrated by the verified statement, the City shall return to Grantee the difference within thirty (30) days after the City's receipt of Grantee's verified statement, unless the City elects to have Grantee deduct the amount of the overpayment from the May 15 payment to the City. If the total of the quarterly payments made by Grantee is less than the actual annual franchise fee, Grantee will pay the difference to the City by May 15.

SECTION 4. This grant is made in lieu of all other franchises owned by the Grantee, or by any successor of the Grantee, for transmitting and distributing water within the limits of the City, as the limits now or may hereafter exist, and the acceptance of the franchise shall operate as an abandonment of all such franchises within the limits of this City, as such limits now or may hereafter exist.

SECTION 5. The franchise shall not become effective until written acceptance hereof is filed by the Grantee with the City Clerk. The written acceptance shall be filed within thirty (30) days of the second reading of this ordinance. When so filed, such acceptance shall constitute a continuing agreement of the Grantee that if and when the City shall thereafter annex or consolidate with, additional territory, any and all franchise rights and privileges owned by the Grantee therein, except a franchise derived under Section 19 of Article XI of the Constitution as that section existed prior to October 10, 1911, shall be deemed to be abandoned within the limits of such territory.

SECTION 6. The franchise shall not in any way or to any extent impair or affect the right of the City to acquire the property of the Grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein shall be construed to contract away or to modify, or to abridge, whether for a term or in perpetuity, the City's right of eminent domain in respect to the Grantee.

SECTION 7. The Grantee of this franchise shall:

a) Construct, install and maintain all pipes and appurtenances in accordance with and in conformity with all City ordinances, including street permit ordinances, rules and regulations in effect on the effective date of this franchise, or later adopted by the City Council, not in conflict with the paramount authority of the State of California, and, as to State highways, subject to the provisions of general laws relating to the location and maintenance of such facilities. All public street excavations necessary or convenient to the exercise of this franchise shall be performed in accordance with all requirements of the City's Municipal Code as now in effect or later as amended.

b) Comply with fire hydrant standards promulgated by the City Fire Chief, provided that such standards are not in conflict with the paramount authority of the State

of California, including CPUC General Order 103-A or successor regulation governing Grantee and preempting the City's standards;

c) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this franchise;

d) Indemnify and defend the City and its Council members, employees, and agents to the fullest extent permitted by law, and hold the City, and its Council members, employees, and agents free and harmless from and against all alleged liability for property damage or personal injury proximately resulting from any operations under the franchise. The indemnity provided herein shall survive the expiration or other termination of the franchise;

e) On or before the effective date of this franchise, provide to the City Clerk one or more certificates of insurance and an additional insured endorsement evidencing commercial general liability and worker's compensation insurance coverage as specified below from companies admitted to transact business in the State of California by the Insurance Commissioner of California, and with a Best's rating of "A" or better:

1. The policy of commercial general liability insurance shall:

a. Be issued to Grantee and include the City, and its Council members, employees, and agents, as additional insureds.

b. Defend and indemnify the insureds against all liability for personal injury, bodily injury, wrongful death and property damage arising from Grantee's activities conducted pursuant to the franchise by providing coverage therefore, including but not limited to, coverage for negligent acts or omissions of Grantee and the agents, servants and employees thereof, committed in the conduct of franchise operations;

c. Provide a minimum combined single limit in the amount of twelve million dollars (\$12,000,000.00).

d. Be non-cancellable without thirty (30) days' written notice thereof directed to the City Clerk, except for non-payment of premium, in which case Grantee will provide at least ten (10) days written notice to the City Clerk.

2. The policy of workers' compensation insurance shall:

a. Have been previously approved as to substance and form by the California Insurance Commissioner.

b. Cover all employees of Grantee who in the course and scope of their employment are to conduct or do work pursuant to the franchise operations.

c. Provide for every benefit and payment presently or later conferred by Division 4 of the Labor Code of the State of California upon an injured employee, including vocational rehabilitation and death benefits.

d. Be non-cancellable without written notice thereof directed to the City Clerk, and Grantee will provide at least thirty (30) days' written notice.

f) Remove or relocate, at the request of the City and without expense to the City, any facilities installed, used and maintained under this franchise if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place, including the construction of any subway or viaduct by the City or other proper governmental use of the streets; provided, however, that Grantee shall not be required to bear the expense of any removal or relocation made at the request of the City on behalf or for the benefit of any private developer or other nongovernmental third party. This franchise shall not constitute an agreement or undertaking by the City, nor impose upon the city any obligation, to pay any part of the cost of removal or relocation or temporary disconnection of any of the pipes and appurtenances when required in order to accommodate the foregoing.

If the City shall determine that it is reasonable and necessary that franchisee's property be temporarily or permanently disconnected, abandoned, removed, or relocated, or that substitute facilities be installed, in order that the City may abandon, relocate, change grade, construct, use, maintain, change or modify any public street or City owned utility facility, the City shall give notice in writing to the Grantee. After service of such notice upon the Grantee, the Grantee shall at its sole cost and expense begin and diligently prosecute the necessary work to completion. Upon failure of the Grantee to do so, the City may cause the work to be completed and the Grantee shall immediately pay the City for the same upon presentation of an itemized account of the cost thereof.

g) Cooperate with the Police Chief and Fire Chief of the City to develop a water system security plan for the City. Such plan shall address all federal, state and local requirements for prevention of and response to all risks, whether natural or manmade.

h) Cooperate with the Fire Chief and Director of Public Works to develop a specific plan to improve the water system infrastructure in order to meet the fire hydrant standards promulgated by the Fire Chief provided that such standards are not in conflict with the paramount authority of the State of California, including CPUC General Order 103-A or successor regulation governing Grantee and preempting local authority.

i) When informed by the City that the information is required for code enforcement or nuisance abatement purposes, provide the City with information on whether the Grantee is providing water service to particular properties.

j) Upon reasonable request by the City, shall make available for inspection by the City at Grantee's local office Grantee's system maps showing the location, length and size of all of Grantee's Pipes and Appurtenances installed within the City's streets.

k) New Installations: Location and Design. Except for those lines now in place, the location of Grantee's pipes and appurtenances in or on City's streets shall be first approved by City.

l) Shut-off Valves. All pipelines installed and maintained by the Grantee pursuant to the terms and provisions of this franchise shall be equipped with shut-off valves so that the same may be shut-off in the event of an emergency. Shut-off valves shall be located at the places approved by the Director of Public Works.

m) In the event any of the franchisee's property is required to be abandoned in or permanently removed from any street or portion thereof affected, the Director of Public Works shall approve such additional street location or locations as may be necessary to permit the installation of substitute facilities.

n) Additional Cost of City Improvements. In the event that the City shall hereafter construct, install, reconstruct or repair any bridge or artificial support in or under any street in which any Grantee's pipes or appurtenances are located and in the event that the cost thereof be increased in order to provide for the installation, maintenance or operation of any such Grantee pipes or appurtenances in or on the street area which the bridge or artificial support covers or underlies, then the Grantee shall pay to the City the full reasonable amount of such increased cost attributable to Grantee's pipes or appurtenances, upon completion of such construction, installation or repair; provided, however, that Grantee shall not be required to bear the expense of any improvements made at the request of the City on behalf or for the benefit of any private developer or other nongovernmental third party.

o) Abandonment of Franchise Property. The City Council, upon such reasonable terms and conditions as it may determine, may give Grantee permission to abandon, without removing, franchise property installed or maintained under this franchise. The ownership of all franchise property so abandoned shall thereafter vest in the City.

**SECTION 8.** The Grantee shall not directly or indirectly sell, transfer, assign or lease the franchise or any part thereof, except with the consent of the City Council. Such sale, transfer, assignment, lease or agreement shall be made only by filing with the City Council a copy of the duly executed instrument of such sale, transfer, assignment lease or agreement and a written request for the consent of the City Council to such sale, transfer, assignment, lease or agreement. If such duly executed instrument and such written request are not filed with the City Council before the expiration of sixty (60) days after the effective date of such sale, transfer, assignment or lease, then, upon the expiration of said sixty (60) days, the franchise shall be subject to forfeiture and the City Council may exercise all available administrative, legal or equitable remedies, including

but not limited to a suit for forfeiture of the franchise as provided by Public Utilities Code section 6292. As a condition to the granting of consent to such sale, transfer, assignment, lease or agreement, the Council may impose such reasonable additional terms and conditions upon the franchise and upon the Grantee or assignee, which the City Council may deem to be in the public interest and which are not in conflict with the paramount authority of the State of California, if any. Such additional terms and conditions shall be adopted by ordinance. The Grantee shall have no right to sell, transfer, assign or lease the franchise, or any part thereof, except as provided herein. This Section applies to any assignment, whether by operation of law, by a voluntary act of the Grantee or otherwise, and includes a transfer of more than fifty percent (50%) of the voting stock of the Grantee.

SECTION 9. Grantee shall evaluate proposals and initiatives from the Metropolitan Water District ("MWD") with respect to their impact, benefit or detriment to the City of San Marino and shall advise the City Manager and the City's MWD Director of Grantee's evaluation. Grantee's role is advisory only. The City Manager and/or the City's MWD Director shall independently evaluate the best action for the City of San Marino and shall request Grantee to take such action in coordination with the City's Metropolitan Water District Director on behalf of the City of San Marino.

SECTION 10. The Engineer shall have power to give the Grantee such directions for the location of any pipes and appurtenances as may be reasonably necessary to avoid sewers, gas lines, conduits or other structures lawfully in or under the streets; and before the work of constructing any pipes and appurtenances is commenced, including construction of any appurtenances over or protruding into the streets, the Grantee shall file with the Engineer plans showing the location thereof, which shall be subject to the approval of the Engineer (such approval not to be unreasonably withheld); and all such construction shall be subject to the inspection of the Engineer and done to his or her reasonable satisfaction. All street coverings or openings of traps, vaults, and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground traps, vaults and manholes may extend above the surface of the streets when the vents are located in parkways, between the curb and the property line.

Where it is necessary to lay any underground pipes through, under or across any portion of a paved or macadamized street, the same, where practicable and economically reasonable shall be done by a tunnel or bore, so as not to disturb the foundation of such paved or macadamized street. The Engineer must approve any exception to this construction method. Any street work shall be done under a permit to be granted by the Engineer upon application therefore.

SECTION 11. If any portion of any street shall be damaged by reason of defects in any of the pipes and appurtenances maintained or constructed under the franchise, or by reason of any other cause arising from the operation or existence of any pipes and appurtenances constructed or maintained under the franchise, the Grantee shall, at its own cost and expense, immediately repair any such damage and restore such street, or portion of street, to as good condition as existed before such defect or other cause of

damage occurred, such work to be done under the direction and reasonable satisfaction of the Engineer.

SECTION 12.

a) If the Grantee of this franchise shall fail, neglect or refuse to comply with any of the provisions or conditions hereof, and shall not, within ten (10) days after written demand for compliance, begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the City Council may declare this franchise forfeited;

b) The City may sue in its own name for the forfeiture of this franchise, in the event of noncompliance by the Grantee, its successors or assigns, with any of the conditions hereof.

SECTION 13. On or before the effective date of the franchise, the Grantee shall file and thereafter at all times during the life of the franchise keep on file with the City Clerk a corporate surety bond approved by the City Attorney running to the City in the penal sum of Fifty Thousand Dollars (\$50,000.00), with a surety licensed to do business in California and approved by the City Clerk. The bond shall provide that Grantee shall well and truly observe, fulfill and perform each condition of the franchise and that in case of any breach of condition of the bond the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not filed prior to the effective date of the ordinance granting the franchise, the award of the franchise may be set aside and the ordinance granting the franchise repealed at any time prior to the filing of the bond and any money paid in consideration for award of the franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the franchise become insufficient, Grantee will renew the bond at a higher amount reasonably determined by the City Council within thirty (30) days after written notice from the City Clerk. This clause shall in no way limit the Grantee's defense and indemnity obligations nor the coverage or applicability of the insurance policies provided by Grantee under Subsections (d) and (e), respectively, of Section 7 of this Ordinance.

SECTION 14. The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise; such payment to be made within thirty (30) days after the City shall furnish the Grantee with a written statement of such expenses.

SECTION 15. After the publication of this ordinance, the Grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with the terms and conditions hereof.

SECTION 16. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the same manner prescribed by law.

SECTION 17. This franchise shall be effective from September 10, 2016 through September 9, 2026.

PASSED AND ADOPTED by the City Council of the City of San Marino on the \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

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VERONICA RUIZ  
CITY CLERK

APPROVED AS TO FORM:

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STEVEN L. DORSEY  
CITY ATTORNEY

# City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL  
FROM: JOHN T. SCHAEFER, CITY MANAGER  
BY: JOHN T. SCHAEFER, CITY MANAGER  
DATE: JULY 29, 2016  
SUBJECT: **CONSIDERATION OF RESOLUTION NO. R-16-10**

*Allan Yung, MD, Mayor*

*Richard Sun, DDS, Vice Mayor*

*Steven W. Huang, DDS, Council Member*

*Steve Talt, Council Member*

*Richard Ward, Council Member*

**OF THE CITY OF SAN MARINO TO SUPPORT HOUSE  
OF REPRESENTATIVES BILL 3484 (H.R. 3484): LOS ANGELES  
HOMELESS VETERANS LEASING ACT OF 2016, AN ACT THAT AUTHORIZES  
THE SECRETARY OF VETERANS AFFAIRS TO ENTER INTO CERTAIN  
LEASES AT THE DEPARTMENT OF VETERANS AFFAIRS WEST LOS ANGELES  
CAMPUS IN LOS ANGELES, CALIFORNIA, AND FOR OTHER PURPOSES.**

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## **SUMMARY**

H.R. 3484 will allow the Department of Veterans Affairs to work with local government and non-profit organizations, enabling them to enter into public and private Enhance-Use Lease agreements at the West Los Angeles Veterans Affairs Campus for the purpose of providing services exclusively to veterans including underserved populations such as female veterans, aging veterans and veterans that are severely physically and mentally disabled.

## **BACKGROUND**

The Secretary of Veterans Affairs currently does not have Enhanced-Use Leasing authority for the 387 acre land designated exclusively for veterans and services for veterans such as housing and medical facilities to service veterans. Veterans are in critical need of facilities that provide services such as medical, mental, clinical, therapeutic, dietary, rehabilitative, spiritual and physical health, recreational activities, research and counseling needs, legal, vocational, reintegration and skill building education, family support, transitional and permanent housing, and other critical services.

On January 28, 2016, Secretary of Veterans Affairs Robert McDonald adopted the West Los Angeles Veterans Affairs Draft Master Plan designed to include facilities that will provide unlimited services exclusively to veterans and their families at the 387 acre land site located in Los Angeles, California. H.R. 3484, authored by Congressman Ted Lieu, authorizes the Department of Veterans Affairs to carry out certain leases at the Veterans Affairs West Los Angeles Campus in Los Angeles, California, for:

- (1) supportive housing;

(2) health, education, family support, vocational training, and other services that principally benefit veterans and their families; and

(3) a lease of real property to a California institution that has had a long-term medical affiliation with the VA at such Campus.

H.R. 3484 has a number of safeguards, including regular reporting requirements to the Committee of Veterans Affairs of the Senate, the Committee of Veterans Affairs of the House of Representatives, and each member of the Senate and the House of Representatives who represent the area in which the Campus is located. Requirements include annual reports evaluating all leases and land-sharing agreements carried out at the Campus, including an evaluation of the management of the revenue generated by the leases and an Inspector General Report. The bill also prohibits selling or otherwise conveying the land for private development.

The Secretary may not enter into any lease or land-sharing agreement at the Campus, or renew any such lease or land-sharing agreement that is not in compliance with such laws unless it provides additional resources to the Campus that benefits veterans and their families directly other than from the generation of revenue for the Department of Veterans Affairs. The Secretary shall ensure that each lease carried out is consistent with the West Los Angeles Veterans Affairs Campus Draft Master Plan approved by the Secretary on January 28, 2016, or successor master plans.

### **FISCAL IMPACT**

No direct costs to the City of San Marino.

### **RECOMMENDATION**

[The Mayor recommends the City Council adopt Resolution No. R-16-10 expressing the City of San Marino's support for H.R. 3484: Los Angeles Homeless Veterans Leasing Act of 2016.] If Council concurs, the appropriate action would be:

“A motion to adopt Resolution No. R-16-10 expressing the City of San Marino's support for H.R. 3484: Los Angeles Homeless Veterans Leasing Act of 2016, and asking the Mayor to send a letter of support to the Secretary of Veterans' Affairs.”

Attachments: | HR 3484  
Resolution No R-16-10  
Draft Support Letter to be signed by Mayor |

114TH CONGRESS  
2D SESSION

# **H. R. 3484**

**[Report No. 114–570]**

To authorize the Secretary of Veterans Affairs to enter into certain leases at the Department of Veterans Affairs West Los Angeles Campus in Los Angeles, California, and for other purposes.

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**IN THE HOUSE OF REPRESENTATIVES**

SEPTEMBER 10, 2015

Mr. TED LIEU of California introduced the following bill; which was referred to the Committee on Veterans' Affairs

MAY 17, 2016

Additional sponsors: Mr. SCHIFF, Mr. LOWENTHAL, Ms. ROYBAL-ALLARD, Mrs. TORRES, Mr. HONDA, Mr. KNIGHT, Ms. LINDA T. SÁNCHEZ of California, Ms. JUDY CHU of California, Ms. HAHN, Mr. BECERRA, Ms. BROWNLEY of California, Mr. SHERMAN, Mr. TAKANO, and Mr. DESAULNIER

MAY 17, 2016

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

[Strike out all after the enacting clause and insert the part printed in italic]

[For text of introduced bill, see copy of bill as introduced on September 10, 2015]

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## **A BILL**

To authorize the Secretary of Veterans Affairs to enter into certain leases at the Department of Veterans Affairs West Los Angeles Campus in Los Angeles, California, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

**SECTION 1. SHORT TITLE.**

*This Act may be cited as the “Los Angeles Homeless Veterans Leasing Act of 2016”.*

**SEC. 2. AUTHORITY TO ENTER INTO CERTAIN LEASES AT THE DEPARTMENT OF VETERANS AFFAIRS WEST LOS ANGELES CAMPUS.**

(a) *IN GENERAL.*—The Secretary of Veterans Affairs may carry out leases described in subsection (b) at the Department of Veterans Affairs West Los Angeles Campus in Los Angeles, California (hereinafter in this section referred to as the “Campus”).

(b) *LEASES DESCRIBED.*—Leases described in this subsection are the following:

(1) Any enhanced-use lease of real property under subchapter V of [chapter 81](#) of title 38, United States Code, for purposes of providing supportive housing, as that term is defined in section 8161(3) of such title, that principally benefit veterans and their families.

(2) Any lease of real property for a term not to exceed 50 years to a third party to provide services that principally benefit veterans and their families and that are limited to one or more of the following purposes:

(A) The promotion of health and wellness, including nutrition and spiritual wellness.

(B) Education.

(C) Vocational training, skills building, or other training related to employment.

(D) Peer activities, socialization, or physical recreation.

(E) Assistance with legal issues and Federal benefits.

(F) Volunteerism.

(G) Family support services, including child care.

(H) Transportation.

(I) Services in support of one or more of the purposes specified in subparagraphs (A) through (H).

(3) A lease of real property for a term not to exceed 10 years to The Regents of the University of California, a corporation organized under the laws of the State of California, on behalf of its University of California, Los Angeles (UCLA) campus (hereinafter in this section referred to as “The Regents”), if—

(A) the lease is consistent with the master plan described in subsection (g);

(B) the provision of services to veterans is the predominant focus of the activities of The Regents at the Campus during the term of the lease;

(C) The Regents expressly agrees to provide, during the term of the lease and to an extent and in a manner that the Secretary considers appropriate, additional services and support (for which The Regents is either not compensated by the Secretary or is compensated through an existing medical affiliation agreement) that—

(i) principally benefit veterans and their families, including veterans that are severely disabled, women, aging, or homeless; and

(ii) may consist of activities relating to the medical, clinical, therapeutic, dietary, rehabilitative, legal, mental, spiritual, physical, recreational, research, and counseling needs

*of veterans and their families or any of the purposes specified in any of subparagraphs (A) through (I) of paragraph (1); and*

*(D) The Regents maintains records documenting the value of the additional services and support that The Regents provides pursuant to subparagraph (C) for the duration of the lease and makes such records available to the Secretary.*

*(c) LIMITATION ON LAND-SHARING AGREEMENTS.—The Secretary may not carry out any land-sharing agreement pursuant to section 8153 of title 38, United States Code, at the Campus unless such agreement—*

*(1) provides additional health-care resources to the Campus; and*

*(2) benefits veterans and their families other than from the generation of revenue for the Department of Veterans Affairs.*

*(d) REVENUES FROM LEASES AT THE CAMPUS.—Any funds received by the Secretary under a lease described in subsection (b) shall be credited to the applicable Department medical facilities account and shall be available, without fiscal year limitation and without further appropriation, exclusively for the renovation and maintenance of the land and facilities at the Campus.*

*(e) EASEMENTS.—*

*(1) IN GENERAL.—Notwithstanding any other provision of law (other than Federal laws relating to environmental and historic preservation), pursuant to section 8124 of title 38, United States Code, the Secretary may grant easements or rights-of-way on, above, or under lands at the Campus to—*

*(A) any local or regional public transportation authority to access, construct, use, operate, maintain, repair, or reconstruct public mass transit facilities, including, fixed guideway facilities and transportation centers; and*

*(B) the State of California, County of Los Angeles, City of Los Angeles, or any agency or political subdivision thereof, or any public utility company (including any company providing electricity, gas, water, sewage, or telecommunication services to the public) for the purpose of providing such public utilities.*

*(2) IMPROVEMENTS.—Any improvements proposed pursuant to an easement or right-of-way authorized under paragraph (1) shall be subject to such terms and conditions as the Secretary considers appropriate.*

*(3) TERMINATION.—Any easement or right-of-way authorized under paragraph (1) shall be terminated upon the abandonment or nonuse of the easement or right-of-way and all right, title, and interest in the land covered by the easement or right-of-way shall revert to the United States.*

*(f) PROHIBITION ON SALE OF PROPERTY.—Notwithstanding section 8164 of title 38, United States Code, the Secretary may not sell or otherwise convey to a third party fee simple title to any real property or improvements to real property made at the Campus.*

*(g) CONSISTENCY WITH MASTER PLAN.—The Secretary shall ensure that each lease carried out under this section is consistent with the draft master plan approved by the Secretary on January 28, 2016, or successor master plans.*

*(h) COMPLIANCE WITH CERTAIN LAWS.—*

*(1) LAWS RELATING TO LEASES AND LAND USE.—If the Inspector General of the Department of Veterans Affairs determines, as part of an audit report or evaluation conducted by the Inspector General, that the Department is not in compliance with all Federal laws relating to leases and land use at the Campus, or that significant mismanagement has occurred with respect to leases or land use at the Campus, the Secretary may not enter into any lease or land-sharing agreement at the Campus, or renew any such lease or land-sharing agreement that is not in compliance with such laws, until the Secretary certifies to the Committee on Veterans’ Affairs of the Senate, the Committee on Veterans’ Affairs of the House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located that all recommendations included in the audit report or evaluation have been implemented.*

*(2) COMPLIANCE OF PARTICULAR LEASES.—Except as otherwise expressly provided by this section, no lease may be entered into or renewed under this section unless the lease complies with [chapter 33](#) of title 41, United States Code, and all Federal laws relating to environmental and historic preservation.*

*(i) COMMUNITY VETERANS ENGAGEMENT BOARD.—*

*(1) IN GENERAL.—Not later than 180 days after the date of the enactment of this Act, the Secretary shall establish a Community Veterans Engagement Board (in this subsection referred to as the “Board”) for the Campus to coordinate locally with the Department of Veterans Affairs to—*

*(A) identify the goals of the community; and*

*(B) provide advice and recommendations to the Secretary to improve services and outcomes for veterans, members of the Armed Forces, and the families of such veterans and members.*

*(2) MEMBERS.—The Board shall be comprised of a number of members that the Secretary determines appropriate, of which not less than 50 percent shall be veterans. The nonveteran members shall be family members of veterans, veteran advocates, service providers, or stakeholders.*

*(3) COMMUNITY INPUT.—In carrying out subparagraphs (A) and (B) of paragraph (1), the Board shall—*

*(A) provide the community opportunities to collaborate and communicate with the Board, including by conducting public forums on the Campus; and*

*(B) focus on local issues regarding the Department that are identified by the community, including with respect to health care, benefits, and memorial services at the Campus.*

*(j) NOTIFICATION AND REPORTS.—*

*(1) CONGRESSIONAL NOTIFICATION.—With respect to each lease or land-sharing agreement intended to be entered into or renewed at the Campus, the Secretary shall notify the Committee on Veterans’ Affairs of the Senate, the Committee on Veterans’ Affairs of the House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located of the intent of the Secretary to enter into or renew the lease or land-sharing agreement not later than 45 days before entering into or renewing the lease or land-sharing agreement.*

*(2) ANNUAL REPORT.—Not later than one year after the date of the enactment of this Act, and not less frequently than annually thereafter, the Secretary shall submit to the Committee on Veterans’*

*Affairs of the Senate, the Committee on Veterans' Affairs of the House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located an annual report evaluating all leases and land-sharing agreements carried out at the Campus, including—*

*(A) an evaluation of the management of the revenue generated by the leases; and*

*(B) the records described in subsection (b)(3)(D).*

**(3) INSPECTOR GENERAL REPORT.—**

*(A) IN GENERAL.—Not later than each of two years and five years after the date of the enactment of this Act, and as determined necessary by the Inspector General of the Department of Veterans Affairs thereafter, the Inspector General shall submit to the Committee on Veterans' Affairs of the Senate, the Committee on Veterans' Affairs of the House of Representatives, and each Member of the Senate and the House of Representatives who represents the area in which the Campus is located a report on all leases carried out at the Campus and the management by the Department of the use of land at the Campus, including an assessment of the efforts of the Department to implement the master plan described in subsection (g) with respect to the Campus.*

*(B) CONSIDERATION OF ANNUAL REPORT.—In preparing each report required by subparagraph (A), the Inspector General shall take into account the most recent report submitted to Congress by the Secretary under paragraph (2).*

*(k) RULE OF CONSTRUCTION.—Nothing in this section shall be construed as a limitation on the authority of the Secretary to enter into other agreements regarding the Campus that are authorized by law and not inconsistent with this section.*

*(l) PRINCIPALLY BENEFIT VETERANS AND THEIR FAMILIES DEFINED.—In this section the term “principally benefit veterans and their families”, with respect to services provided by a person or entity under a lease of property or land-sharing agreement—*

*(1) means services—*

*(A) provided exclusively to veterans and their families; or*

*(B) that are designed for the particular needs of veterans and their families, as opposed to the general public, and any benefit of those services to the general public is ancillary to the intended benefit to veterans and their families; and*

*(2) excludes services in which the only benefit to veterans and their families is the generation of revenue for the Department of Veterans Affairs.*

*(m) CONFORMING AMENDMENTS.—*

*(1) PROHIBITION ON DISPOSAL OF PROPERTY.—Section 224(a) of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2008 ([Public Law 110–161](#); 121 Stat. 2272) is amended by striking “The Secretary of Veterans Affairs” and inserting “Except as authorized under the Los Angeles Homeless Veterans Leasing Act of 2016, the Secretary of Veterans Affairs”.*

*(2) ENHANCED-USE LEASES.—Section 8162(c) of title 38, United States Code, is amended by inserting “, other than an enhanced-use lease under the Los Angeles Homeless Veterans Leasing Act of 2016,” before “shall be considered”.*

114TH  
CONGRESS  
2D SESSION

# H. R. 3484

[Report No. 114-570]

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## A BILL

authorize the Secretary of Veterans Affairs to enter into certain leases at the Department of Veterans Affairs West Los Angeles Campus in Los Angeles, California, and for other purposes.

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MAY 17, 2016

and with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

## RESOLUTION NO. R-16-10

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARINO, CALIFORNIA, EXPRESSING SUPPORT OF HOUSE OF REPRESENTATIVES BILL 3484 (H.R. 3484): LOS ANGELES HOMELESS VETERANS LEASING ACT OF 2016, AN ACT THAT AUTHORIZES THE SECRETARY OF VETERANS AFFAIRS TO ENTER INTO CERTAIN LEASES AT THE DEPARTMENT OF VETERANS AFFAIRS (VA) WEST LOS ANGELES CAMPUS IN LOS ANGELES, CALIFORNIA, AND FOR OTHER PURPOSES.**

**WHEREAS**, the West Los Angeles Veterans Affairs Campus currently does not have Enhanced-Use Leasing authority and therefore cannot build supportive and permanent housing, and service facilities for veterans including underserved populations such as female veterans, aging veterans and those that are severely physically and mentally disabled; and

**WHEREAS**, Los Angeles County has a high number of homeless veterans that are in dire need of critical services that consist of medical, mental, clinical, therapeutic, dietary, rehabilitative, spiritual and physical health, recreational activities, research and counseling needs, legal, vocational, reintegration and skill-building education, family support, transitional and permanent housing, and other critical services that exclusively benefit veterans and their families; and

**WHEREAS**, on January 28, 2015, Secretary of Veterans Affairs Robert McDonald adopted the West Los Angeles Veterans Affairs Campus Draft Master Plan, a plan that will undoubtedly enhance the lives and well-being of military veterans throughout the country that offered their time and service to protect us and afford us the liberties that we currently enjoy; and

**WHEREAS**, H.R. 3484, authored by Congressman Ted Lieu, will allow the Department of Veterans Affairs to work with local government and non-profit organizations, enabling them to enter into public or private Enhanced-Use Lease agreements at the West Los Angeles Veterans Affairs Campus for the purpose of providing services to veterans; and

**WHEREAS**, the Enhanced-Use Leasing Act of 2016 has a number of safeguards, including regular reporting requirements to the Committee of Veterans Affairs of the Senate, the Committee of Veterans Affairs of the House of Representatives, and to each member of the Senate and the House of Representatives who represents the area in which the Campus is located; and

**WHEREAS**, the Secretary of Veterans Affairs shall ensure that each lease carried out is consistent with the West Los Angeles Veterans Affairs Campus Draft Master Plan approved on January 28, 2016, or successor master plans; and

**WHEREAS**, other requirements include annual reports evaluating all leases and land-sharing agreements carried out at the Campus, including an evaluation of the management of the revenue generated by the leases and an Inspector General Report and prohibition against selling or otherwise conveying the land for private development; and

**WHEREAS**, the Secretary may not enter into any lease or land-sharing agreement at the Campus, or renew any such lease or land-sharing agreement that is not in compliance with such laws unless it provides

additional resources to the Campus that benefit veterans and their families directly other than from the generation of revenue for the Department of Veterans Affairs.

**NOW THEREFORE, BE IT RESOLVED** that the Mayor and Council of the City of San Marino, California, expressly support H.R. 3484: Los Angeles Homeless Veterans Leasing Act of 2016, and request a copy of this resolution to be sent to Congressman Ted Lieu, the author of the bill.

**PASSED, APPROVED, AND ADOPTED this 29th day of July, 2016.**

\_\_\_\_\_  
DR. ALLAN YUNG, MAYOR

ATTEST:

\_\_\_\_\_  
VERONICA RUIZ, CMC  
CITY CLERK

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) ss.  
CITY OF SAN MARINO            )

**I, HEREBY CERTIFY** that the foregoing Resolution No. R-16-10 was adopted by the City Council of the City of San Marino at an Adjourned Regular Meeting of the City Council held on the 29<sup>th</sup> day of July, 2016, by the following vote:

AYES:            COUNCIL MEMBERS:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
VERONICA RUIZ, CMC  
CITY CLERK

CITY LETTERHEAD

6/29/16

The Honorable Robert McDonald  
Secretary of Veterans Affairs  
United States Department of Veterans Affairs  
810 Vermont Avenue N.W.  
Washington, D.C. 20420

Dear Secretary McDonald,

As a Navy veteran, medical doctor and Mayor of San Marino I am writing to express my overwhelming support for the West LA VA master plan that you adopted on January 28, 2016. Congratulations!

My colleagues in City Council and I are willing to offer our assistance in supporting your agency's goal of eliminating veteran homelessness in Los Angeles County. I have appointed a liaison in our city's [insert department] and welcome an opportunity to meet with your local staff to expedite the construction of veteran housing.

In addition, we are in favor of pending legislation designed to reinstate West LA VA's ability to enter into Enhanced Use Lease agreements that will provide increased housing opportunities and reintegration services for the entire veteran community.

Please contact [insert name], [insert title], at [insert phone] and/or [insert email] for any further assistance regarding this matter.

The City of San Marino appreciates your dedication to this critical issue.

Respectfully,

Dr. Allan Yung  
Mayor, City of San Marino

# City of San Marino AGENDA REPORT



*Allan Yung, MD, Mayor*

*Richard Sun, DDS, Vice Mayor*

*Steven W. Huang, DDS, Council Member*

*Steve Talt, Council Member*

*Richard Ward, Council Member*

TO: MAYOR AND CITY COUNCIL  
FROM: JOHN T. SCHAEFER, CITY MANAGER  
BY: [JOHN N. INCONTRO, CHIEF OF POLICE |  
DATE: [JULY 29, 2016 |  
SUBJECT: [**CRIME REDUCTION PLAN UPDATE REPORT** |

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## **BACKGROUND**

On March 25, 2016 a Crime Reduction Plan was presented to the City Council outlining five areas that would assist the Department's efforts to reduce crime. As of June 30, 2016 the crime rate for Part 1 Crimes have increased 7.64% this year compared to last year. Overall residential burglaries have remained the same as last year with 41 in the City and Commercial burglaries have decreased 37.5%, five compared to eight last year. Two areas that have increased this year compared to last year are Larcenies and Auto Thefts. We have had nine additional larcenies for a 13.3% increase and two additional auto thefts for a 33.3 percent increase. Overall we have had 10 additional crimes this year compared to last year.

An analysis of the crimes indicates a majority of the crimes are occurring near primary streets and their adjoining secondary arteries. Generally the thefts are of packages delivered by common carriers to the front of residence and the auto thefts have resulted from unlocked vehicles containing ignition keys.

## **Crime Reduction:**

As part of the Crime Reduction effort the Department has:

- Provided weekly updates prepared by detectives to patrol officers.
- Worked with City Staff on a Vacant Home Ordinance with an expected completion of September 2016.
- Been unable, because of staffing levels, conduct combined patrol operations.
- Monthly held two crime exchange meetings with agencies in the San Gabriel Valley.
- Included in all media releases information about both CrimeStoppers and WeTip.
- 119 active vacation checks on file with the Department. We will continue to encourage residents to utilize this tool.

## **Community Involvement:**

To improve Community Involvement the Department has:

- Scheduled our second Town Hall Meeting for our residents on August 5, 2015. The event is a Senior Scam prevention meeting cosponsored with Senator Carol Liu and Assemblyman Ed Chau's Office.

- On June 24, 2016 we held our first Coffee with a Cop event at Starbucks on Huntington Drive across from City Hall. The event was well attended and successful.
- Conducted two Neighborhood Watch meetings.
- Continued to encourage participation the House Check program; we have seen an increase in use.

**Equipment:**

The Police Department has:

- Utilized decoy vehicles approximately six times this quarter at problem locations.
- Been evaluating several different pole camera devices for purchase.

**Technology:**

The Police Department is looking to expand its use of technology:

- Each Media Release where we are requesting information or sharing information concerning crimes occurring in San Marino or safety messages has been sent on Nixle, CLEARs and placed on the Department Website.

**Personnel:**

The Police Department has taken the following steps related to personnel:

- The Department has one police officer position to fill and we currently have four officers in training. Three are in the field training program and one is attending the Los Angeles Sheriff’s Department Academy. It is anticipated that the first of the three officers in field training will be working on their own in four weeks.
- We are evaluating several POST and non-POST field investigation courses for our patrol officers. These courses will assist them in their preliminary investigations. |

**FISCAL IMPACT**

|To be determined through the fiscal year 2016-2017 budget process. |

**RECOMMENDATION**

|It is recommended that the City Council receive and file this Crime Reduction Update. | If Council concurs, the appropriate action would be:

“A motion |to receive and file the July Crime Reduction Plan quarterly report for fiscal year 2016-2017.” |

Attachments: | None |

## Making San Marino Better List: "Immediate/Emergency" Items

Project/Program Title:	Date Requested:	Responsible Department:	Status:
Center Median Water Conservation	4/24/2015	City Manager	At the 1/29/16 Meeting Council asked to have this remain on the list to be reconsidered in April, 2016. Mayor asked to have this moved to May. <b>Mayor and Councilmember Ward asked to have moved to September.</b>

## Making San Marino Better List: "Departments Not Meeting Expectations"

Project/Program Title:	Status:
Planning and Building	On 12/30/15 Mr. Rich Haserot provided training for the DRC and on 2/1/16 P&B went live with an on line system to make permit applications and status checks easier and quicker.
Administration/Finance	The Ad Hoc Committee and Adisors continue to work on their management audit of Administration and Parks and Public Works.
City Council	No other such meetings are scheduled at this time.

## Making San Marino Better List: "Long Term Goals"

Project/Program Title:	FY To Be Included In:	Responsible Department:	Status:
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## Making San Marino Better List: "Long Term Goals"

Project/Program Title:	FY To Be Included In:	Responsible Department:	Status:
Develop a plan for Stoneman (and/or San Marino Center)			Interim Community Services Director Cindy Collins has been brought on to assist in advancing this project. At the April 29th meeting she will give an update on the status of this effort. Council workshop scheduled for <b>7/13/16</b> , with goal for an action plan by the end of the calendar year. Residents asked staff to ensure that residents are notified of the process. <b>This item has been moved to the September 2016 Meeting.</b>
Develop a plan for San Marino Center			Interim Community Services Director Cindy Collins has been brought on to assist in advancing this project. At the April 29th meeting Ms. Collins gave an update on this topic and its relationship to Stoneman.
Develop a Commercial District Master Plan			No action to date
Huntington Drive/City Center Plan			Contract PW Director Chris Vogt is drafting an RFP for design of this project and working to see if we can use SGVAG Grant Money to pay for the design work. This project is somewhat related to the 2013 Metro Call For Projects which is also being acted on by the Council on April 29th. Council has asked for traffic assessment of the dual left turn lanes. Council also approved acceptance of the SGVAG Grant money Huntington Drive Corridor Improvement Plan. <b>Council approved the Ad Hoc Committee at the meeting of 7/13/16. These individuals will work with the consultant on a set of recommendations.</b>
Street Light Upgrades			City is still working to resolve some final contractual issues with contractor.

## Making San Marino Better List: "Long Term Goals"

Project/Program Title:	FY To Be Included In:	Responsible Department:	Status:
City Wide Traffic Management Plan			No action to date
Housing Element Status Reports	9/26/2014	Planning & Building	Amanda Merlo has spoken to a Supervisor at HCD and they are supportive of a plan where existing accessory structures could be converted to second units to meet HE requirements. P&B will be pursuing this solution.

## Making San Marino Better List: "On Deck" Items

Project/Program Title:	Date Requested:	Responsible Department:	Status:
Assess restrooms at Lacy Park	10/25/2013	Parks and Public Works	Patrick's Tree complete - dedication is June 15th at 5:00 P.M. Revised plan for Restrooms being developed. <b>Because of issues with the bids, the project has to go out once more bid. Should come back to Council in September for award.</b>
<b>Oleander Plague</b>			Ron Serven continues to monitor the condition of City oleanders for evidence of Oleander Scorch.
Lacy Park Rose Arbor	10/30/2015	City Manager	Arbor closed last week of January. Bid proposal for required repair being developed. Donation and contract for work approved by Council on April 13th. On April 19th, before starting any work, contractor proposed significant additional work. Staff <b>and new Public Works Director/City Engineer</b> working to resolve.

## Making San Marino Better List: "Long Term Goals"

Project/Program Title:	FY To Be Included In:	Responsible Department:	Status:
Vacancy Registration Ordinance	2/26/2016	Staff	Staff (Fire, Police, Public Works, Community Services and Administration) has begun research. <b>After 4/29 Study Session Council provided direction, staff and attorney working on a draft ordinance.</b>
Police Public Safety Strategy	1/29/2016	Chief of Police	Police to provide regular updates on a proposal to improve enhance our current public safety/policing efforts in the city. At 2/26/2016 meeting Police Chief gave report. Update reports to be given quarterly. <b>Chief Incontro gave an update at the July 29th Meeting. Next Update in October.</b>
Research if City can mandate that all plans submitted to PC and DRC are prepared by licensed or registered engineers.	4/29/2016	Planning & Building	Requested by Councilmember Talt at 4/29/16 meeting. City Attorney's office conducting legal background research.
			7.29.2016

**CONFERENCE WITH LEGAL COUNSEL -  
ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of  
subdivision (D) of Government Code Section 54956.9 -  
(1) Case

**CONFERENCE WITH LABOR NEGOTIATOR –  
PURSUANT TO GOVERNMENT CODE SECTION  
54957.6:**

Agency Negotiator: Attorney, Steve Filarsky  
City Manager, John Schaefer

Employee Organization: San Marino City Employees’  
Association representing General Employees

**CONFERENCE WITH LABOR NEGOTIATOR  
PURSUANT TO GOVERNMENT CODE SECTION  
54957.6:**

Agency Negotiator: Attorney, Steve Filarsky  
City Manager, John Schaefer

Employee Organization: San Marino Police Officers'  
Association

**CONFERENCE WITH LABOR NEGOTIATOR  
PURSUANT TO GOVERNMENT CODE SECTION  
54957.6:**

Agency Negotiator: Attorney, Steve Filarsky  
City Manager, John Schaefer

Employee Organization: San Marino Fire Fighters'  
Association