

**CITY COUNCIL MEETING AGENDA
TUESDAY FEBRUARY 25, 2025 7:00 PM
SAN DIMAS COUNCIL CHAMBER
245 EAST BONITA AVENUE**

A public agenda packet is available for review on the City's website www.sandimasca.gov or by contacting the City Clerk's Office at cityclerk@sandimasca.gov.

Members of the public may observe the City Council meeting live on the City of San Dimas website at www.sandimasca.gov or on KWST Channel 3. To view from the website, select the [Watch City Council Meetings](#) blue button from the home page.

7:00 PM

CITY COUNCIL

Mayor Emmett Badar, Mayor Pro Tem Eric Nakano, Councilmember Rachel Bratakos, Councilmember Ryan A. Vienna, Councilmember Eric Weber

CALL TO ORDER AND FLAG SALUTE

RECOGNITION

1. Students in Government
2. Parks and Recreation Volunteer Recognition

ORAL COMMUNICATIONS

(Members of the audience are invited to address the City Council on any item on this agenda or not on this agenda. Public comment will not be taken during each individual agenda item, except for public hearing items. Comments on public hearing items will be heard when that item is scheduled for discussion. Under the provisions of the Brown Act, the legislative body is prohibited from engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. Each speaker will be limited to speaking once for up to (3) three minutes.)

CONSENT CALENDAR

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

- CC1.** Recognize March 2025 as National Nutrition Month

- CC2.** Adopt Resolution 2025-10, A Resolution of the City Council of the City of San Dimas, Approving Certain Demands for the Warrant Register of February 28, 2025 in the amount of \$1,239,804.15
- CC3.** Approve Minutes of the February 11, 2025, Study Session and the February 11, 2025, City Council Meeting
- CC4.** Receive and File the January 2025 Investment Report
- CC5.** Approve California Office of Emergency Services (CalOES) Form 130 Designating Agents Necessary to Provide for All Matters Pertaining to State and Federal Emergency Management Agency (FEMA) Reimbursements
- CC6.** Approve the Renewal of the General Services Agreement with the County of Los Angeles
- CC7.** Adopt Resolution 2025-12 Approving the First Amendment to the Lease Agreement between Vincenzo's Terrazza Located at 121 North San Dimas Avenue and the City of San Dimas to Adjust the Monthly Base Rent. Authorize the City Manager to Execute the Agreement in a Form Approved by the City Attorney.
- CC8.** Deny Claim Lemons v. City of San Dimas CJP 3053443

END OF CONSENT CALENDAR

RECOMMENDATION: Approve consent calendar with recommendations as presented in staff reports.

OTHER BUSINESS

- OB1.** Introduction of Ordinance 1321 Approving Municipal Code Text Amendment 24-01, Amending Title 18-Chapter 18.38 Accessory Dwelling Units and Chapter 18.170 Electronic Vehicle Charging Stations to Comply with State Law Updates

RECOMMENDATION:

Staff and the Planning Commission recommend the City Council:

- Introduce Ordinance 1321 approving Municipal Code Text Amendment 24-01, a request to amend Title 18 of the San Dimas Municipal Zoning Code-Chapter 18.38 Accessory Dwelling Units and Chapter 18.170 Electronic Vehicle Charging Stations to comply with State law updates.

- OB2.** Approve Budget Amendments as Presented. Approve an Additional Budget Appropriation of \$500,000 to Account 001.4190.200.001 Utilizing Surplus Funds from Fiscal Year 2023-2024 Activity to Reduce the City's Unfunded PERS Liability. Receive and File the Mid-Year Report.

RECOMMENDATION:

Staff recommends that the City Council approve the following items:

- Approve Budget Amendments as detailed in Attachment 1.
- Approve appropriating an additional \$500,000 to the PERS Retirement Contribution account #001-4190-200-001, utilizing FY 2023-2024 surplus funds to pay down the City's unfunded pension liability.
- Receive and File the Mid-Year Report.

PUBLIC HEARING ITEMS

PH1. Consideration and Approval of the Proposed Permanent Local Housing Allocation (PLHA) Funding Budget

RECOMMENDATION:

Staff recommend that the City Council:

- Conduct the Public Hearing for PLHA Program Year 5 Funding.
- Adopt Resolution 2025 – 11 approving the proposed PLHA Activity and Sub-Activity and allocation as outlined.
- Approve the Reallocation of Program funds for Year 4 PLHA from Sub-Activity Rental Assistance to Supportive Case Management.
- Authorize the City Manager or his designee to execute any and all documents necessary to further the projects herein, including but not limited to amendments and modifications thereto for the PLHA Program with the Los Angeles County Development Authority (LACDA) and the amendment with the Los Angeles Center for Alcohol and Drug Abuse.

ORAL COMMUNICATIONS

(Members of the Audience (Speakers are limited to (3) minutes or as may be determined by the Chair.)

CITY REPORTS

CR1. City Manager

CR2. City Attorney

CR3. Members of the City Council

- Councilmembers' Report on Meetings Attended at the Expense of the Local Agency (Pursuant to AB 1234 – G.C. §53232.3(d))
- City Council Requests for Future Items, Comments and Updates

ADJOURNMENT



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

Copies of documents distributed for the meeting are available in alternative formats upon request. Any writings or documents provided to the City Council regarding any item on this agenda will be made available for public review Monday through Thursday 7:30 a.m. to 5:30 p.m. and on Fridays from 7:30 a.m. to 4:30 p.m. at the Administration Department and San Dimas Library. In addition, most documents are posted on the City's website at www.sandimasca.gov.

Posting Statement: I declare under penalty of perjury that on February 21, 2025, I posted a true and correct copy of this agenda on the bulletin board in the Civic Center Plaza of City Hall at 245 E. Bonita Ave., and on the City's website www.sandimasca.gov/agendas-minutes/ as required by law.

February 21, 2025

Debra Black

Debra Black, City Clerk



Memorandum

Date: February 18, 2025
To: Mayor and City Council
From: Scott Wasserman, Director of Parks and Recreation
Subject: Students in Government Day

The Parks and Recreation Department cordially invites you to join us at our **Students in Government Day on Tuesday, February 25 at City Hall Council Chambers at 6:45pm-8pm**. This event will be a one-day event where students will shadow City Council and Upper Management Level Staff members at the February 25 City Council Meeting.

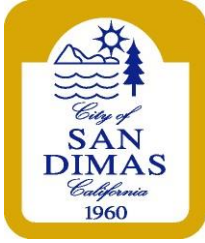
We are asking the Mayor and Council to participate in Students in Government at the Council Meeting.

Students will arrive at 6:30pm to check-in with staff and meet their assigned Council Member and Staff Member. There will be light refreshments available in the City Council Lobby prior to the start of the Council Meeting.

This is a unique opportunity for the students to experience and discuss the functions of local government.

For more information please feel free to contact Dominique Borba 909-394-6231.

CC: S. Wasserman
J. Jones



Memorandum

Date: February 18, 2025
To: Mayor and City Council
From: Scott Wasserman, Director of Parks and Recreation
Subject: Volunteer Recognition

The Parks and Recreation Department cordially invites you to join us at our **Volunteer Recognition on Tuesday, February 25 at City Hall Council Chambers at 6:30pm-7:30 pm**. This event will take place at the February 25 City Council Meeting to honor 40 individuals who generously volunteer with the Parks and Recreation Department. As of today we have 18 volunteers RSVP.

We are asking the Mayor and Council to participate in the Volunteer Recognition by passing out certificates of recognition and taking a photo with the volunteers.

Volunteers will arrive at 6:30pm to check-in with staff. There will be light refreshments available in the City Council Lobby prior to the start of the Council Meeting.

For more information please feel free to contact Dominique Borba 909-394-6231.

CC: S. Wasserman
J. Jones

National Nutrition Month

W

HEREAS, food is the substance by which life is sustained; and

W

HEREAS, the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and

W

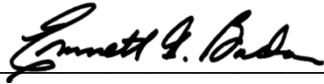
HEREAS, there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices; and

N

OW THEREFORE, I Mayor Emmett G. Badar, Mayor Pro Tem Eric Nakano, Councilmembers Rachel Bratakos, Ryan A. Vienna and Eric Weber do hereby proclaim March 2025 as National Nutrition Month.

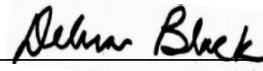
I

N WITNESS THEREOF, I, Mayor Emmett Badar, have hereunto set my hand and caused the seal of the City of San Dimas to be affixed this 25th day of February 2025.



Mayor

Attest: _____



City Clerk

RESOLUTION 2025-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS,
CALIFORNIA, APPROVING CERTAIN DEMANDS FOR FEBRUARY 28, 2025**

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

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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of San Dimas does hereby approve the Warrant Register of February 28, 2025 in the amount of \$1,239,804.15.

PASSED, APPROVED AND ADOPTED this 25th, day of February, 2025.

Emmett G. Badar, Mayor

ATTEST:

Debra Black, City Clerk

I, Debra Black, City Clerk, hereby certify that Resolution 2025-10 was approved by vote of the City Council of the City of San Dimas at its regular meeting of February 25th, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Black, City Clerk

02/28/2025

WARRANT REGISTER

Ck #'s 182414-182507

Total: \$1,239,804.15

Report Criteria:

Report type: GL detail

Check Type = {<->} "Adjustment"

Check Type = {NOT LIKE} "Manual"

Check Type = {NOT LIKE} "Void"

GL Period	Check issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
182414									
02/25	02/28/2025	182414	11217	ACTION AWARDS INC.	77055	BASKETBALL TROPHIES & MEDALS	001.4420.102.001	1,224.78	1,224.78
Total 182414:									1,224.78
182415									
02/25	02/28/2025	182415	18775	AETNA	E0338433	MAR'25 CAPTATION	001.4150.435.000	125.10	125.10
Total 182415:									125.10
182416									
02/25	02/28/2025	182416	10488	ALBERTSON'S-SAFEWAY	00661575	CITY COUNCIL REFRESHMENTS 2/11/25	001.4110.021.000	11.98	11.98
02/25	02/28/2025	182416	10488	ALBERTSON'S-SAFEWAY	00721452	FEB'25 HAPPY HOUR & BIRTHDAY SOCIAL	001.4412.013.003	119.29	119.29
Total 182416:									131.27
182417									
02/25	02/28/2025	182417	10913	ALESHIRE & WYNDER LLP	82445	PERSONEL / LABOR	001.4170.020.000	1,860.50	1,860.50
02/25	02/28/2025	182417	10913	ALESHIRE & WYNDER LLP	92442	GENERAL	001.4170.020.000	10,549.00	10,549.00
02/25	02/28/2025	182417	10913	ALESHIRE & WYNDER LLP	92444	LITIGATION	001.4170.020.003	61.00	61.00
02/25	02/28/2025	182417	10913	ALESHIRE & WYNDER LLP	92446	PLANNING	001.4170.020.000	1,971.00	1,971.00
02/25	02/28/2025	182417	10913	ALESHIRE & WYNDER LLP	92447	001.4170.020.	001.4170.020.000	962.00	962.00
02/25	02/28/2025	182417	10913	ALESHIRE & WYNDER LLP	92450	SUCCESSOR AGENCY	038.4120.020.502	6,862.50	6,862.50
02/25	02/28/2025	182417	10913	ALESHIRE & WYNDER LLP	92451	REFUSE	001.4170.020.000	396.50	396.50
02/25	02/28/2025	182417	10913	ALESHIRE & WYNDER LLP	92453	CITY REAL PROPERTY	001.4170.020.000	2,592.50	2,592.50
02/25	02/28/2025	182417	10913	ALESHIRE & WYNDER LLP	92454	PLSON COMPANY	001.4170.020.003	1,950.00	1,950.00
02/25	02/28/2025	182417	10913	ALESHIRE & WYNDER LLP	92455	BROWN CITATON APPEAL	001.4170.020.000	793.00	793.00
Total 182417:									27,998.00
02/25	02/28/2025	182418	11914	ARCHITERRA DESIGN GROUP	33298	CITY PLAN CHECK - 1ST PC	110.211.809	437.50	437.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182418:									
182419									437.50
02/25	02/28/2025	182419	11064	BATTERY WORX INC.	143571	SCP121000-M6 VISION BATTERY	007.4345.020.007	205.90	205.90
02/25	02/28/2025	182419	11064	BATTERY WORX INC.	143893	BATTER POWER 75 MONTH	001.4342.011.000	230.27	230.27
Total 182419:									
182420									436.17
02/25	02/28/2025	182420	10628	BAY CITY ELECTRIC WORKS	W308984	City Hall Emergency Generator, cooling system servc	001.4410.015.000	4,000.00	4,000.00
02/25	02/28/2025	182420	10628	BAY CITY ELECTRIC WORKS	W308984	EMERGENCY GENERATOR SERVICE	001.4410.015.000	18.35	18.35
Total 182420:									
182421									4,018.35
02/25	02/28/2025	182421	11354	BEARCOM	5847411	LABOR,INSTALL MATERIALS,TRIP FEE	100.4314.039.001	2,914.68	2,914.68
Total 182421:									
182422									570.00
02/25	02/28/2025	182422	10283	BEE REMOVERS	603035	RMV BEE HIVE @ 119 E. 2ND & 131 E. 2ND STREET	008.4415.020.006	570.00	570.00
Total 182422:									
182423									570.00
02/25	02/28/2025	182423	11421	BOOT BARN INC.	INV0045190	SAFETY BOOTS	001.4190.200.022	153.56	153.56
02/25	02/28/2025	182423	11421	BOOT BARN INC.	INV0045190	SAFETY BOOTS	001.4190.200.022	200.00	200.00
02/25	02/28/2025	182423	11421	BOOT BARN INC.	INV0045190	SAFETY BOOTS	001.4190.200.022	109.89	109.89
02/25	02/28/2025	182423	11421	BOOT BARN INC.	INV0045190	SAFETY BOOTS	001.4190.200.022	172.18	172.18
02/25	02/28/2025	182423	11421	BOOT BARN INC.	INV0045193	SAFETY BOOTS	001.4190.200.022	186.14	186.14
02/25	02/28/2025	182423	11421	BOOT BARN INC.	INV0045194	SAFETY BOOTS	001.4190.200.022	193.53	193.53
02/25	02/28/2025	182423	11421	BOOT BARN INC.	INV0045194	SAFETY BOOTS	001.4190.200.022	200.00	200.00
02/25	02/28/2025	182423	11421	BOOT BARN INC.	INV0045194	SAFETY BOOTS	001.4190.200.022	181.49	181.49
Total 182423:									
182424									1,396.79
02/28/2025	02/28/2025	182424	20212	BYERRUM, RAQUEL	02/28/2025	INSTR. TINY TOTS 12/16-2/21/25	001.4420.020.000	1,424.86	1,424.86

160

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182424:									
182425	02/25	02/28/2025	182425	20057 CALIFORNIA FUELS & LUBRICA	305348	REGULAR GASOLINE	001.4342.011.001	3,088.46	3,088.46
Total 182425:									
182426	02/25	02/28/2025	182426	18007 CARDENAS, RODOLFO	02/28/2025	ENTERTAINMENT: 2025 MARCH SENIOR DINNER	001.4420.020.000	150.00	150.00
Total 182426:									
182427	02/25	02/28/2025	182427	20047 CHACON, SANDRA	02/28/2025	REFUND, CUSTOMER W/DREW	001.367.010	33.00	33.00
Total 182427:									
182428	02/25	02/28/2025	182428	11850 CHARTER OAK MOBILE HOME	02/28/2025	MARCH'25 SUDDHIPHAYAK #70	034.341.084	385.00	385.00
Total 182428:									
182429	02/25	02/28/2025	182429	20323 CHASE, BARBARA	02/28/2025	REFUND, CUSTOMER W/DREW	001.367.002	303.50	303.50
Total 182429:									
182430	02/25	02/28/2025	182430	11654 CLASS ACT WHEEL AND TIRE	44249	TIRE & BALANCE UNIT #2	001.4342.020.001	838.75	838.75
Total 182430:									
182431	02/25	02/28/2025	182431	12096 COLLEY AUTO CARS INC	349619	OIL REAR GASKET,NUT,HEX UNIT #7	001.4342.011.000	175.44	175.44
182431	02/25	02/28/2025	182431	12096 COLLEY AUTO CARS INC	70534	VEHICLE EQUIPMENT	001.4342.011.000	107.32	107.32
Total 182431:									

Check Issue Dates: 2/28/2025 - 2/28/2025

Feb 19, 2025 10:02AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
182432	02/25	182432	20153	COMPLETE OFFICE LLC	4210600-0	OFFICE SUPPLIES	001.4308.033.000	37.87	37.87
	02/25	182432	20153	COMPLETE OFFICE LLC	421222-0	OFFICE SUPPLIES	001.4150.033.000	69.86	69.86
									107.73
Total 182432:									
182433	02/25	182433	11895	COMPUTER VILLAGE	14087	BUSINESS CLOUD BACKUP FOR OFFICE 365	001.4190.035.001	487.50	487.50
	02/25	182433	11895	COMPUTER VILLAGE	14088	MICROSOFT OFFICE 365 MONTHLY SVC	001.4190.035.001	1,895.20	1,895.20
	02/25	182433	11895	COMPUTER VILLAGE	14089	BUSINESS CLOUD BACKUP FOR OFFICE 365	001.4190.035.001	739.91	739.91
									3,122.61
Total 182433:									
182434	02/25	182434	10978	CRAFCO INC.	9403377541	HP ER COLD PATCH BAG	001.4341.033.000	2,004.15	2,004.15
									2,004.15
Total 182434:									
182435	02/25	182435	18549	CROSSTOWN ELECTRICAL & D	8480 TO 849	JAN25 STREET LIGHT MAINT.	007.4341.020.003	720.57	720.57
	02/25	182435	18549	CROSSTOWN ELECTRICAL & D	8480 TO 849	JAN25 TRAFFIC SIGNAL LIGHT MAINT.	007.4345.020.002	4,298.71	4,298.71
									5,019.28
Total 182435:									
182436	02/25	182436	20324	DAVALOS, ALYX	02/28/2025	REFUND, LOW ENROLLMENT	001.367.001	160.00	160.00
									160.00
Total 182436:									
182437	02/25	182437	19487	DIVERSIFIED THERMAL SERVIC	S402242	ANNUAL JAN 2025 MAINTENANCE	001.4430.015.000	1,544.00	1,544.00
									1,544.00
Total 182437:									
182438	02/25	182438	12343	EMPLOYMENT DEVELOPMENT	L045659515	LIABILITY CHARGES 10/1-12/31/2024	001.4190.200.016	1,932.00	1,932.00
									1,932.00
Total 182438:									

Check Issue Dates: 2/28/2025 - 2/28/2025

Feb 19, 2025 10:02AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
182439									
02/25	02/28/2025	182439	12340	EWING IRRIGATION PRODUCT	24709517	BLUE PVC CEMENT W/BRUSH	008.4414.020.016	33.83	33.83
02/25	02/28/2025	182439	12340	EWING IRRIGATION PRODUCT	24728983	IRRIGATION PARTS	008.4414.020.018	159.19	159.19
02/25	02/28/2025	182439	12340	EWING IRRIGATION PRODUCT	24757410	SUPERIOR GLOBE VALVE	008.4414.020.016	199.21	199.21
02/25	02/28/2025	182439	12340	EWING IRRIGATION PRODUCT	24767342	IRRIGATION PARTS	008.4414.020.016	137.63	137.63
02/25	02/28/2025	182439	12340	EWING IRRIGATION PRODUCT	24767370	SPLICE 25PK	008.4414.020.016	54.80	54.80
									584.66
182440									
02/25	02/28/2025	182440	19323	FIFTH ASSET INC.	DB2004632	ISSU TIER 1 SUBSCRIPTION	001.4190.035.001	9,219.00	9,219.00
									9,219.00
182441									
02/25	02/28/2025	182441	11807	FORTELF TRAFFIC INC	15364	SVC.EVALUATE & REPAIR, ON FEILD	007.4345.020.007	6,187.83	6,187.83
									6,187.83
182442									
02/25	02/28/2025	182442	19888	FRANKLIN-VALDEZ, VALERIE E.	#02122025	PARKING HEARING 2/12/25	001.4210.411.000	100.00	100.00
									100.00
182443									
02/25	02/28/2025	182443	11221	FRONTIER	02/28/2025	909-188-0070-072522-5	001.4190.020.034	1,777.69	1,777.69
02/25	02/28/2025	182443	11221	FRONTIER	02/28/2025	209-188-0368-022216-5	001.4410.022.003	210.30	210.30
02/25	02/28/2025	182443	11221	FRONTIER	02/28/2025	209-188-0368-022216-5	001.4411.022.003	171.23	171.23
02/25	02/28/2025	182443	11221	FRONTIER	02/28/2025	209-188-0368-022216-5	001.4412.022.003	105.15	105.15
02/25	02/28/2025	182443	11221	FRONTIER	02/28/2025	209-188-0368-022216-5	001.4430.022.003	181.78	181.78
02/25	02/28/2025	182443	11221	FRONTIER	02/28/2025	209-188-0368-022216-5	003.4410.022.003	283.63	283.63
02/25	02/28/2025	182443	11221	FRONTIER	02/28/2025	209-188-0368-022216-5	001.4342.020.003	58.83	58.83
									2,788.61
182444									
02/25	02/28/2025	182444	16323	GAS COMPANY, THE	02/28/2025	151 317 3300 6	001.4342.022.002	265.40	265.40
02/25	02/28/2025	182444	16323	GAS COMPANY, THE	02/28/2025	132 417 3300 8	001.4411.022.002	2,704.28	2,704.28
02/25	02/28/2025	182444	16323	GAS COMPANY, THE	02/28/2025	184 917 4718 6	003.4410.022.002	743.67	743.67

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
02/25	02/28/2025	182444	16328	GAS COMPANY, THE	02/28/2025	111 417 2828 4	001.4410.022.002	52.25	52.25
Total 182444:								3,765.60	
182445									
02/25	02/28/2025	182445	20222	GENERAL CODE LLC	GC00129225	ANNUAL MAINT., ANNUAL UPDATE FEE	001.4190.016.000	1,695.00	1,695.00
Total 182445:								1,695.00	
182446									
02/25	02/28/2025	182446	12480	GMS ELEVATOR SERVICES INC	123752	MONTHLY ELEVATOR SVC	003.4410.015.000	155.00	155.00
02/25	02/28/2025	182446	12480	GMS ELEVATOR SERVICES INC	123860	MONTHLY ELEVATOR SVC	034.4802.015.000	105.00	105.00
Total 182446:								260.00	
182447									
02/25	02/28/2025	182447	19634	GOLDEN STAR JANITORIAL INC	4603	FEB'25 GENERAL CLEANING	001.4341.020.000	2,166.32	2,166.32
Total 182447:								2,166.32	
182448									
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	980630000008	008.4414.022.004	3,581.09	3,581.09
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	004812000004	008.4414.022.004	4,872.02	4,872.02
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	162040000000	008.4414.022.004	5,326.39	5,326.39
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	659530000000	008.4414.022.004	4,452.07	4,452.07
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	309930000006	001.4342.022.004	343.52	343.52
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	209930000007	001.4342.022.004	39.69	39.69
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	014530000000	001.4415.022.004	193.34	193.34
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	759530000009	008.4414.022.004	39.43	39.43
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	304071000009	008.4414.022.004	497.19	497.19
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	121662000001	001.4415.022.004	879.73	879.73
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	190630000004	008.4415.022.004	104.29	104.29
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	396530000008	001.4415.022.004	108.31	108.31
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	568530000009	008.4414.022.004	134.80	134.80
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	641405000006	001.4411.022.004	58.19	58.19
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	939524000005	001.4415.022.004	466.82	466.82
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	962630000000	001.4415.022.004	186.80	186.80
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	879782000001	001.4415.022.004	118.58	118.58
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	877215000004	008.4415.022.004	88.32	88.32

Check Issue Dates: 2/28/2025 - 2/28/2025

Feb 19, 2025 10:02AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	562680000004	001.4415.022.004	53.62	53.62
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	172630000006	001.4415.022.004	53.62	53.62
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	090630000005	001.4415.022.004	739.41	739.41
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	418630000002	008.4414.022.004	1,181.33	1,181.33
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	120530000001	008.4414.022.004	295.62	295.62
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	958162000000	008.4415.022.004	17.92	17.92
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	788930000006	008.4415.022.004	216.15	216.15
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	758430000003	008.4415.022.004	81.65	81.65
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	688930000007	001.4415.022.004	265.06	265.06
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	613491000000	001.4415.022.004	1,132.17	1,132.17
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	40195108655	001.4415.022.004	320.08	320.08
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	587430000000	001.4415.022.004	264.16	264.16
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	529082000000	008.4415.022.004	19.95	19.95
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	597430000008	008.4414.022.004	501.92	501.92
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	296530000009	001.4415.022.004	406.52	406.52
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	044114000007	001.4415.022.004	81.65	81.65
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	000530000006	008.4414.022.004	899.89	899.89
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	075112000003	072.4125.463.002	154.71	154.71
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	258430000008	001.4415.022.004	649.21	649.21
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	118430000008	008.4414.022.004	768.13	768.13
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	018430000009	001.4415.022.004	79.62	79.62
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	994830000008	001.4415.022.004	264.16	264.16
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	987430000006	008.4415.022.004	599.45	599.45
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	967153000008	008.4415.022.004	50.79	50.79
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	793530000007	001.4415.022.004	83.61	83.61
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	52591735932	008.4414.022.004	150.66	150.66
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	405630000001	001.4415.022.004	144.57	144.57
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	341930000006	008.4414.022.004	867.65	867.65
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	221730000005	001.4415.022.004	332.13	332.13
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	420402000000	001.4415.022.004	285.82	285.82
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	273742000007	003.4410.022.004	687.93	687.93
02/25	02/28/2025	182448	16324	GOLDEN STATE WATER CO	02/28/2025	138630000009	001.4415.022.004	287.93	287.93
Total 182448:								33,427.67	
182449	02/28/2025	182449	20037	HRAKER EQUIPMENT CO.	CIAL90	GX-2012 CALIBRATION	001.4341.033.000	82.13	82.13

Page 16 of 160

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182449:									
182450	02/25	02/28/2025	13192	HOME DEPOT CREDIT SERVIC	#WG817173	BOLT 600 LUMENS LED REDLITHIUM	001.4345.033.000	197.03	197.03
	02/25	02/28/2025	13192	HOME DEPOT CREDIT SERVIC	#WG817183	DUAL LENS EYE VISOR, HELMET	001.4345.033.000	870.43	870.43
	02/25	02/28/2025	13192	HOME DEPOT CREDIT SERVIC	0351593	SAFETY EMERGENCY EVENTS	001.4345.033.000	1,096.93	1,096.93
Total 182450:									
182451	02/25	02/28/2025	19654	HOUSTON, JESSICA LEE	02/28/2025	INSTR. DANCE 1/7-2/18/25	001.4420.020.000	442.00	442.00
Total 182451:									
182452	02/25	02/28/2025	13575	INLAND EMPIRE STAGES LTD	622349	DAY@HUNTINGTON HARBOR CRUISE 12/18/2024	001.4420.034.002	1,836.00	1,836.00
	02/25	02/28/2025	13575	INLAND EMPIRE STAGES LTD	622349	DAY@HUNTINGTON HARBOR CRUISE 12/18/2024	072.4125.434.000	1,584.53	1,584.53
Total 182452:									
182453	02/25	02/28/2025	13250	INLAND VALLEY HUMANE SOCI	JANUARY 20	JAN'25 ANIMAL CARE & CONTROL SVC	001.4210.413.000	17,428.50	17,428.50
Total 182453:									
182454	02/25	02/28/2025	11772	JOHNNY ALLEN TENNIS ACADE	02/28/2025	INSTR. TENNIS 1/28-2/13/25	001.4420.020.000	1,105.01	1,105.01
Total 182454:									
182455	02/25	02/28/2025	17825	KELLER, GERALDINE	02/28/2025	INSTR. COOKIES 2/4/25	001.4420.020.000	102.00	102.00
Total 182455:									
182456	02/28/2025	182456	20271	KORMEX CONSTRUCTION INC.	2	CC2024-11 HORSETHIEF CANYON PARK SOCCER	021.4410.927.003	103,700.00	103,700.00
	02/28/2025	182456	20271	KORMEX CONSTRUCTION INC.	2	CC2024-11 RETENTION HOLD	021.210.006	5,185.00-	5,185.00-

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182456:									
182457	02/25	02/28/2025	182457	20213 KWINN, ANN	02/28/2025	INSTR. DANCE 1/9-2/13/25	001.4420.020.000	342.72	342.72
Total 182457:									
182458	02/25	02/28/2025	182458	19705 L.A. CADA	CITY OF SA	OUTRIACH NAVIGATORS FOR HOMELESS	034.4120.020.013	18,540.00	18,540.00
Total 182458:									
182459	02/25	02/28/2025	182459	14297 L.A. CO. DEPT OF PUBLIC WOR	PW-2501130	DEC'24 ATTEND MTG TRANSFER OF MTD 1852	001.4310.020.006	2,025.55	2,025.55
02/25	02/28/2025	182459	14297	L.A. CO. DEPT OF PUBLIC WOR	PW-2501130	DEC'24 MAINTENANCE	007.4345.020.002	161.65	161.65
02/25	02/28/2025	182459	14297	L.A. CO. DEPT OF PUBLIC WOR	PW-2501130	DEC'24 ELECTRICITY	007.4345.022.001	202.69	202.69
02/25	02/28/2025	182459	14297	L.A. CO. DEPT OF PUBLIC WOR	PW-2501130	DEC'24 TRAFFIC SIGNAL MAINT.	007.4345.020.002	419.14	419.14
Total 182459:									
182460	02/25	02/28/2025	182460	14307 L.A. COUNTY SHERIFF'S DEPT	25166ATZ	DEC'24 CONTRACT SERVICES	001.4210.020.012	111,795.00	111,795.00
02/25	02/28/2025	182460	14307	L.A. COUNTY SHERIFF'S DEPT	25166ATZ	DEC'24 CONTRACT SERVICES	001.4210.020.006	30,743.63	30,743.63
02/25	02/28/2025	182460	14307	L.A. COUNTY SHERIFF'S DEPT	25166ATZ	DEC'24 CONTRACT SERVICES	001.4210.020.006	430,410.80	430,410.80
02/25	02/28/2025	182460	14307	L.A. COUNTY SHERIFF'S DEPT	25166ATZ	DEC'24 CONTRACT SERVICES	001.4210.020.021	27,948.75	27,948.75
02/25	02/28/2025	182460	14307	L.A. COUNTY SHERIFF'S DEPT	25166ATZ	DEC'24 CONTRACT SERVICES	001.4210.020.009	10,283.35	10,283.35
02/25	02/28/2025	182460	14307	L.A. COUNTY SHERIFF'S DEPT	25166ATZ	DEC'24 CONTRACT SERVICES	001.4210.020.016	25,636.44	25,636.44
02/25	02/28/2025	182460	14307	L.A. COUNTY SHERIFF'S DEPT	25166ATZ	DEC'24 CONTRACT SERVICES	001.4210.020.006	21,002.02	21,002.02
02/25	02/28/2025	182460	14307	L.A. COUNTY SHERIFF'S DEPT	25166ATZ	DEC'24 12.5% LIABILITY INSURANCE	001.4210.020.014	79,022.94	79,022.94
Total 182460:									
182461	02/25	02/28/2025	182461	11666 LA VERNE POWER EQUIPMENT	276769	HONDA GENERATOR, X2	001.4345.033.000	5,289.80	5,289.80
02/25	02/28/2025	182461	11666	LA VERNE POWER EQUIPMENT	460304	16" BAR ST. 3/8-060 PICCO	001.4414.015.000	55.11	55.11
02/25	02/28/2025	182461	11666	LA VERNE POWER EQUIPMENT	462895	DRIVER, CLUTCH ASSY, AIR FILTER, SPARK PLUGS,	001.4345.033.000	207.48	207.48
02/25	02/28/2025	182461	11666	LA VERNE POWER EQUIPMENT	462896	EARMUFFS ADVANCE	001.4345.033.000	2,081.48	2,081.48

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182461:									
182462	02/25	182462	10479	LOWE'S HOME IMPROVEMENT	71559	BRSUH CLEANER, TRAY LINERS	001.4411.023.000	30.11	30.11
	02/25	182462	10479	LOWE'S HOME IMPROVEMENT	72715	CITY HALL BREAKROOM FIRE BELL PAINT	001.4411.023.000	43.70	43.70
	02/25	182462	10479	LOWE'S HOME IMPROVEMENT	74430	ROOF TAPE & SCREWS, GUTTER RPR SUPPLIES	034.4802.015.000	56.10	56.10
	02/25	182462	10479	LOWE'S HOME IMPROVEMENT	77662	STORAGE CONEX BOX	008.4415.033.000	968.85	968.85
	02/25	182462	10479	LOWE'S HOME IMPROVEMENT	77776	STREET SUPPLIES	001.4341.033.000	690.54	690.54
	02/25	182462	10479	LOWE'S HOME IMPROVEMENT	85214	YARD ROOF SUPPLIES	001.4342.020.003	158.17	158.17
	02/25	182462	10479	LOWE'S HOME IMPROVEMENT	86232	SIGN CREW	001.4345.033.000	328.70	328.70
	02/25	182462	10479	LOWE'S HOME IMPROVEMENT	90144	WALKER HOUSE SUPPLIES	003.4410.023.001	34.30	34.30
	02/25	182462	10479	LOWE'S HOME IMPROVEMENT	92046	YARD SUPPLIES	001.4342.031.000	948.98	948.98
Total 182462:									
182463	02/25	182463	19866	MALLORY SAFETY & SUPPLY	6088908	EAR MUFF DELUXE	001.4410.033.000	32.86	32.86
Total 182463:									
182464	02/25	182464	20305	MALOUF, DEBORAH	02/28/2025	REFUND, CUSTOMER W/DREW	001.367.002	85.00	85.00
Total 182464:									
182465	02/25	182465	14580	MC LAY SERVICES INC	75338	MAINTENANCE ON 9 FURNACES	003.4410.015.000	883.00	883.00
Total 182465:									
182466	02/25	182466	14581	MC MASTER-CARR SUPPLY CO	40118270	FLAT TIP SET,ZINC STEEL HEX,INSERT FLANGE,W	001.4341.033.000	317.90	317.90
Total 182466:									
182467	02/28/2025	182467	18021	MCKINNEY, BRAD	02/28/2025	REIMB.CONF.MILEAGE - LEAGUE OF CA CITIES 2/5	001.4120.021.000	94.65	94.65

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182457:									
182468	02/25	02/28/2025	20325	MENDOZA, ARMANDO	02/28/2025	REFUND, DEPOSIT- SR. CNT RENTAL 2/8/25	110.213.005	500.00	500.00
Total 182468:									
182469	02/25	02/28/2025	14598	MIRACLE RECREATION	885418	FLUX CAPACITOR, THUMB DRIVE, BAG ZIPLOCK	008.4414.033.000	1,146.95	1,146.95
Total 182469:									
182470	02/25	02/28/2025	12278	MYFLEETCENTER.COM	35796	OIL CHANGE SERVICE UNIT #68	001.4342.020.001	162.11	162.11
Total 182470:									
182471	02/25	02/28/2025	18943	NAPA AUTO PARTS	870448	UPGRADE KIT - FLEET FORD ESCAPE	001.4342.011.000	37.46	37.46
02/25	02/28/2025	182471	18943	NAPA AUTO PARTS	871426	LOOM SPLIT FLEX CONVOLUTED UNIT #102	001.4342.011.000	121.83	121.83
Total 182471:									
182472	02/25	02/28/2025	20237	NOHO CONSTRUCTORS	3	RETENTION RELEASE	021.210.005	6,466.25	6,466.25
Total 182472:									
182473	02/25	02/28/2025	12264	NRG DANCE AND CHEER	2025-149	SHOOTING STAR COMP. FEES 3/1/2025	110.213.148	4,850.00	4,850.00
02/25	02/28/2025	182473	12264	NRG DANCE AND CHEER	2025-152	SHOOTING STAR COMP. FEES 3/1/2025	110.213.148	5,265.00	5,265.00
Total 182473:									
182474	02/28/2025	182474	18790	PARK SAN DIMAS LLC	02/28/2025	D. JONES - UNIT #D-203	040.4112.852.007	1,490.33	1,490.33

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182474:									
182475	02/25	182475	15032	PARTIES UNLIMITED	02/28/2025	SENIOR DINNER 3/21/25	001.4420.020.000	1,046.40	1,046.40
Total 182475:									
182476	02/25	182476	20327	POLINTAN, VIRGINIA	02/28/2025	REFUND, MEDICAL ISSUES	001.357.002	40.00	40.00
Total 182476:									
182477	02/25	182477	12288	PRINT CONNECTION	23259	CONVENTION TOTE BAGS	001.4420.021.000	723.66	723.66
02/25	02/28/2025	182477	12288	PRINT CONNECTION	23260	STUDENT SHIRTS-POLO	001.4420.021.000	366.55	366.55
Total 182477:									
182478	02/25	182478	15662	RADIANT WATER INC	02/28/2025	FEB'25 SOFT WATER	001.4430.019.000	39.00	39.00
Total 182478:									
182479	02/25	182479	12433	RIGHT OF WAY INC.	72663	TRAFFIC CONTROL SIGNS	001.4345.041.000	1,026.83	1,026.83
02/25	02/28/2025	182479	12433	RIGHT OF WAY INC.	72790	TRAFFIC CONTROL SIGNS	001.4345.041.000	3,618.70	3,618.70
Total 182479:									
182480	02/25	182480	19016	SAN DIMAS AQUATICS	02/28/2025	SAN DIMAS AQUATICS - FEBRUARY 2025	001.4430.020.000	14,007.00	14,007.00
Total 182480:									
182481	02/25	182481	15975	SAN DIMAS CHAMBER OF COM	02/28/2025	FEB'25 PROMOTIONAL SERVICES	001.4190.010.003	1,400.00	1,400.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182481:									
182482	02/25	182482	16016	SAN DIMAS HARDWARE INC	3250216145	SHOCKFORCE TP MEASURE	001.4341.033.000	34.48	34.48
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250216177	DISTILLED WATER 1 GALLON	001.4342.011.000	15.72	15.72
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250216336	PT TP,LETTERS, EMERY CLOTH,SANDPAPER	001.4342.033.000	51.94	51.94
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250216598	LINK CHAIN QUICK	001.4342.011.000	28.71	28.71
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250216666	SPRAY PAINT, CORD EXT.	001.4341.033.000	133.96	133.96
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250216676	CABLE,TIEDOWN,SCREWS,SPRAYS	001.4342.033.000	194.66	194.66
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250216689	NECKLACE BULBS, TEALIGHT FLAMELESS	001.4342.011.000	30.32	30.32
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250216690	LIGHT TRIANGLE LED	001.4342.011.000	13.78	13.78
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250216768	MISC.HARDWARE & FASTENERS	001.4341.033.000	19.84	19.84
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250216958	ADHS CONST.PL PREM	001.4341.033.000	17.72	17.72
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250217033	BOW RAKE,GARDEN HOE KIDS	001.4341.033.000	17.72	17.72
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3250217072	COLOROX,GAIN DETERGENT,RING WELDED,SNAP	001.4342.033.000	90.95	90.95
02/25	02/28/2025	182482	16016	SAN DIMAS HARDWARE INC	3254217117	ORIG PT TP 1 41"X60YD 3P	001.4420.021.000	18.71	18.71
Total 182482:									
182483	02/25	182483	17435	SAN GABRIEL VALLEY YWCA	02/28/2025	FEB'25 INTERVALE SENIOR SERVICES	001.4412.013.003	1,667.00	1,667.00
Total 182483:									
182484	02/25	182484	19359	SANCHEZ, RICARDO	02/28/2025	REFUND,DEPOSIT COMM.BLDG RENTAL. 2/8/25	110.213.005	500.00	500.00
Total 182484:									
182485	02/25	182485	15816	SANDERS LOCK & KEY	0000062653	Emergency re-key the Recreation Center due to break	001.4430.450.000	2,356.66	2,356.66
Total 182485:									
182486	02/28/2025	182486	12486	SAUCE CREATIVE SERVICES, T	7371	SAN DIMAS RECREATION GUIDE-SPRING 2025	001.4190.010.004	17,184.36	17,184.36

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182486:									
182487	02/25	182487	10353	SCHERER ELECTRIC INC, MAR	5834	TROUBLESHOOT & RPR ELECTRICAL @ MARCHAN	008.4414.033.000	550.00	550.00
Total 182487:									
182488	02/25	182488	19752	SEQUEL CONTRACTORS INC.	02/28/2025	Construction Contract 2024-01, East Via Vaquero Site	077.4841.640.001	34,928.66	34,928.66
02/25	02/28/2025	182488	19752	SEQUEL CONTRACTORS INC.	02/28/2025	RETENTION HOLD	077.210.006	1,746.43	1,746.43
Total 182488:									
182489	02/25	182489	19879	SERVPRO	5163111	ROOF TESTED FOR ASBESTOS	100.4314.039.054	1,800.00	1,800.00
Total 182489:									
182490	02/25	182490	16292	SMART & FINAL	335322	FEB'25 CORNER CUP	001.4412.013.003	96.17	96.17
02/25	02/28/2025	182490	16292	SMART & FINAL	475800	FEB'25 PARENT SWEETHEART DANCE	001.4412.013.003	52.94	52.94
02/25	02/28/2025	182490	16292	SMART & FINAL	562333	FEB'25 PARENT SWEETHEART DANCE	001.4412.013.003	20.99	20.99
02/25	02/28/2025	182490	16292	SMART & FINAL	618666	SUPPLIES FOR CITY OLYMPICS	001.4420.034.010	28.97	28.97
02/25	02/28/2025	182490	16292	SMART & FINAL	664500	FEB'25 HAPPY HOUR & BIRTHDAY SOCIAL	001.4412.013.003	410.48	410.48
Total 182490:									
182491	02/25	182491	20292	SMITH, LEANNE	02/28/2025	REFUND, CUSTOMER W/DREW	001.367.003	60.00	60.00
Total 182491:									
182492	02/25	182492	16310	SOUTHEAST CONSTR PRODUC	2501-166502	SCOOP: TOP SOIL W / 30% MULCH	008.4415.033.000	42.50	42.50
Total 182492:									

Check Issue Dates: 2/28/2025 - 2/28/2025

Feb 19, 2025 10:02AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
182493									
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700428175222	007.4345.022.001	4,063.74	4,063.74
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700033421897	007.4345.022.001	139.73	139.73
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700112243390	001.4415.022.001	80.33	80.33
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700518341368	001.4415.022.001	64.97	64.97
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700435476793	008.4414.022.001	895.91	895.91
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700202026186	008.4414.022.001	41.59	41.59
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700240795167	007.4341.022.001	25.38	25.38
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700289174525	007.4345.022.001	78.77	78.77
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700322544747	007.4341.022.001	56,390.73	56,390.73
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700436850961	007.4341.022.001	197.56	197.56
02/25	02/28/2025	182493	16314	SOUTHERN CALIF EDISON CO	02/28/2025	700436832369	007.4341.022.001	2,348.04	2,348.04
Total 182493:									
182494									
02/25	02/28/2025	182494	19439	SOUTHERN CALIFORNIA NEWS	0000610840	LEGAL NOTICES	001.4120.010.000	1,390.58	1,390.58
Total 182494:									
182495									
02/25	02/28/2025	182495	20017	STRATA SUNNYSIDE LLC	02/28/2025	RAYON - UNIT #27	040.4112.852.007	1,119.70	1,119.70
Total 182495:									
182496									
02/25	02/28/2025	182496	18968	TIP TOP 3M HOME RENEW CO	183	1245 W. CIENEGA AVE # 175 - SAN DIMAS	113.4120.020.006	17,650.00	17,650.00
Total 182496:									
182497									
02/25	02/28/2025	182497	10944	U/LINE INC.	187850656	GRAY MARBLE MAT	001.4308.033.000	320.71	320.71
02/25	02/28/2025	182497	10944	U/LINE INC.	188816658	PAJANT MARKERS, LUMBER CRAYONS	001.4310.033.000	288.25	288.25
Total 182497:									
182498									
02/25	02/28/2025	182498	17056	UNDERGROUND SERVICE ALE	120250055	CTSDMPKS - NEW TICKET CHARGES, DATABASE	001.4310.016.000	195.00	195.00
02/25	02/28/2025	182498	17056	UNDERGROUND SERVICE ALE	24-252319	CA STATE FEE REGULATORY COSTS	001.4310.016.000	345.01	345.01

Check Issue Dates: 2/28/2025 - 2/28/2025

Feb 19, 2025 10:02AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182498:									
182499									540.01
02/25	02/28/2025	182499	17613	UNIFIRST CORPORATION	2200223335	UNIFORMS	001.4414.029.000	96.70	96.70
02/25	02/28/2025	182499	17613	UNIFIRST CORPORATION	2200225808	UNIFORMS	001.4414.029.000	98.45	98.45
02/25	02/28/2025	182499	17613	UNIFIRST CORPORATION	2200228240	UNIFORMS	001.4311.029.000	20.97	20.97
02/25	02/28/2025	182499	17613	UNIFIRST CORPORATION	2200228241	UNIFORMS	001.4341.029.000	121.01	121.01
02/25	02/28/2025	182499	17613	UNIFIRST CORPORATION	2200228242	UNIFORMS	001.4415.029.000	266.87	266.87
02/25	02/28/2025	182499	17613	UNIFIRST CORPORATION	2200230674	UNIFORMS	001.4341.029.000	121.01	121.01
Total 182499:									
182500									725.01
02/25	02/28/2025	182500	18055	URBAN GRAFFITI ENTERPRISE	SD22412	DEC-24 GRAFFITI & CART REMOVAL	001.4414.023.002	8,583.33	8,583.33
02/25	02/28/2025	182500	18055	URBAN GRAFFITI ENTERPRISE	SD22501	JAN-25 GRAFFITI & CART REMOVAL	001.4414.023.002	8,583.33	8,583.33
Total 182500:									
182501									17,166.66
02/25	02/28/2025	182501	20101	VERIZON WIRELESS	6103529492	571058979-00004	041.4210.038.002	157.14	157.14
Total 182501:									
182502									157.14
02/25	02/28/2025	182502	10242	WATERLINE TECHNOLOGIES IN	5723796	HYPOCHLORITE SOLUTIONS	001.4430.033.001	932.24	932.24
02/25	02/28/2025	182502	10242	WATERLINE TECHNOLOGIES IN	5724770	HYPOCHLORITE SOLUTIONS	001.4430.033.001	356.53	356.53
02/25	02/28/2025	182502	10242	WATERLINE TECHNOLOGIES IN	5725449	HYPOCHLORITE SOLUTIONS	001.4430.033.001	434.32	434.32
Total 182502:									
182503									1,723.09
02/25	02/28/2025	182503	18561	WAXIE'S ENTERPRISES INC	83015114	FACILITY SUPPLIES	001.4410.031.000	513.02	513.02
02/25	02/28/2025	182503	18561	WAXIE'S ENTERPRISES INC	83015114	KLEENLINE	001.4411.031.000	513.02	513.02
02/25	02/28/2025	182503	18561	WAXIE'S ENTERPRISES INC	83015114	KLEENLINE	001.4412.031.000	513.02	513.02
02/25	02/28/2025	182503	18561	WAXIE'S ENTERPRISES INC	83015114	KLEENLINE	001.4430.031.000	513.03	513.03
02/25	02/28/2025	182503	18561	WAXIE'S ENTERPRISES INC	83015114	KLEENLINE	003.4410.031.000	362.13	362.13

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 182503:									
182504	02/25	02/28/2025	182504	10656 WEBBY DANCE COMPANY	02/28/2025	INSTR. DANCE 1/7-2/11/25	001.4420.020.000	1,836.00	1,836.00
Total 182504:									
182505	02/25	02/28/2025	182505	12070 WEST COAST ARBORISTS INC	224527	24-25 TREE MAINTENANCE	008.4415.020.008	10,840.25	10,840.25
Total 182505:									
182506	02/25	02/28/2025	182506	19706 WESTERN AUDIO VISUAL	22377	Western Audio Video Extended Service Agreement for	001.4190.038.001	4,352.50	4,352.50
Total 182506:									
182507	02/25	02/28/2025	182507	20326 ZHANG, DI	02/28/2025	REFUND, LOW ENROLLMENT	001.367.001	80.00	80.00
Total 182507:									
Grand Totals:									
									1,239,804.15

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001.210.001	.00	918,507.11-	918,507.11-
001.367.001	240.00	.00	240.00
001.367.002	428.50	.00	428.50
001.367.003	60.00	.00	60.00
001.367.010	33.00	.00	33.00
001.4110.021.000	11.98	.00	11.98
001.4120.010.000	1,390.58	.00	1,390.58
001.4120.021.000	94.65	.00	94.65



CITY COUNCIL MEETING

ACTION MINUTES

**FEBRUARY 11, 2025, 6:00 PM
STUDY SESSION**

Council Members Present: Mayor Emmett Badar, Mayor Pro Tem Eric Nakano, Councilmember Rachel Bratakos, Councilmember Eric Weber

Councilmember Vienna arrived at 6:30 PM.

Staff: City Manager Brad McKinney, Director of Public Works Shari Garwick, Director of Administrative Services Michael O'Brien, Director of Parks and Recreation Scott Wasserman, City Attorney Jeff Malawy, City Clerk Debra Black, Recreation Manager Joseph Jones, Management Aide Genevieve Amaro,

Call to Order: 6:07 PM

STUDY SESSION ITEMS	COMMENTS/RECOMMENDATIONS
<p>1. Discussion of Parking Management Program and Proposed Plan for Downtown Business Area and Municipal Parking Lots within 1,500 feet of the Gold Line Station</p>	<p>Councilmembers Vienna and Bratakos recused themselves from the discussion because they own property within 500 feet of subject area.</p> <p>There was no action taken on this item. Staff was directed to analyze the weekend usage and demand for parking, consider extending the parking restrictions beyond the proposed 6:00 AM to 12 PM timeframe and bring an updated plan back to a study session for further discussion.</p>
<p>2. Review of Budget and Program for the 2026 City Birthday in Partnership with the San Dimas 2026 Committee.</p>	<p>This item was discussed first and there was no action taken. The meeting discussed combining the city's birthday event with the July 4, 2026, Independence Day celebration, aiming to save \$9,867.78 for the 2026-2027 budget. The event will be held on July 3, 2026, with a car show and concert, potentially followed by a drone or laser show. Concerns about overtime pay and employee parking were addressed.</p>

Adjourned: 7:10 PM

I, Debra Black, City Clerk attest that these draft minutes are accurate and reflective of the actions taken by the City Council.

Debra Black, City Clerk

DRAFT



CITY COUNCIL SUCCESSOR AGENCY

ACTION MINUTES

**FEBRUARY 11, 2025, 7:00 PM
REGULAR MEETING**

Council Members Present: Mayor Emmett Badar, Mayor Pro Tem Eric Nakano, Councilmember Rachel Bratakos, Councilmember Ryan A. Vienna, Councilmember Eric Weber

Staff: City Manager Brad McKinney, Director of Public Works Shari Garwick, Director of Community Development Luis Torrico, Director of Administrative Services Michael O'Brien, Director of Parks and Recreation Scott Wasserman, City Attorney Jeff Malawy, City Clerk Debra Black, IS Manager John Lee, Senior Management Analyst Lauren Marshall

Call to Order: 7:17 PM

CONSENT ITEMS	COMMENTS/RECOMMENDATIONS
<ol style="list-style-type: none"> 1. Resolution Recognizing Black Heritage Month 2. Adopt Resolution 2025-06, A Resolution of the City Council of the City of San Dimas, Approving Certain Demands for the Prepaid Warrant Register of January 31, 2025 in the amount of \$339,433.21 and the Warrant Register of February 14, 2025 in the amount of \$412,464.22 3. Approve Minutes of the January 28, 2025, Study Session Meeting and January 28, 2025, City Council Meeting 4. Deny Claim Corcoran v City of San Dimas CJP 3053186 LSV 5. Deny Claim Smith v. City of San Dimas CJP 3047896 TV 6. Approve a Two-Year Contract in the Amount of \$12,540 with Equestrian Consultant Lori Hall-McNary to Conduct Quarterly Inspections of the San Dimas Equestrian Center, Approve a Budget Appropriation of \$15,000 to Account # 001.4190.020.008 and authorize the City Manager or his designee to execute. G.C. § 84308: No 7. Approve a 24-month Time Extension for the Approval of Tentative Tract Map 82422 (TTM 19-01) a Subdivision of One 	<p>Councilmember Vienna requested item 12 be pulled for additional discussion.</p> <p>Staff requested that Item 8 be pulled for presentation at a future meeting.</p> <p>MOTION: Motion/seconded by Councilmember Vienna/Councilmember Weber to approve the consent calendar item 1-7, 9-11. Motion carried 5-0.</p> <p>Yes: Badar, Bratakos, Nakano, Vienna, Weber No: None Absent: None Abstain: None</p> <p>MOTION: Motion/seconded by Councilmember Vienna/Councilmember Bratakos to approve the consent calendar item 12. Motion carried 5-0.</p> <p>Yes: Badar, Bratakos, Nakano, Vienna, Weber No: None Absent: None Abstain: None</p>

For the Meeting of February 25, 2025

<p>(1) Parcel with a Total Lot Area of 1.60 Acres into Six (6) Residential Parcels at 649 W. Gladstone Street (APN: 8392-020-001). G.C. § 84308: Yes</p> <p>8. Adopt Ordinance 1321, Approving Municipal Code Text Amendment 24-01, A request to amend Title 18- Chapter 18.38 Accessory Dwelling Units and Chapter 18.170 Electric Vehicle Charging Stations to comply with State Law updates</p> <p>9. Adopt Resolution 2025- 07, Authorizing the City Engineer to Proceed with the Preparations of Annual Reports for the Annual Levy of Assessment for Boulevard Open Space Maintenance District</p> <p>10. Adopt Resolution 2025-08, Authorizing the City Engineer to Proceed with the Preparations of Annual Reports for the Annual Levy of Assessment for Northwoods Open Space Maintenance District</p> <p>11. Approve Resolution 2025-09, Approving the First Amendment to the Memorandum of Understanding between the City and Teamsters Local 848 and authorize the City Manager to execute.</p> <p>12. Approve an Agreement with HF&H Consultants, LLC in an Amount Not-to-Exceed \$80,000 to Negotiate a Three-year Extension to Existing Waste Management Franchise Agreement for Solid Waste Services and Authorize the City Manager or his Designee to Execute the Agreement. G.C. § 84308: Yes</p>	
OTHER BUSINESS ITEMS	COMMENTS/RECOMMENDATIONS
<p>1. Report on the City’s Cybersecurity Posture</p>	<p>MOTION: Motion/seconded by Councilmember Vienna/Councilmember Weber to receive and file.</p> <p>Yes: Badar, Bratakos, Nakano, Vienna, Weber No: None Absent: None Abstain: None</p>
STAFF AND CITY COUNCIL REPORTS	COMMENTS/RECOMMENDATIONS
<p>a. City Manager</p>	<p>City Manager McKinney addressed:</p>

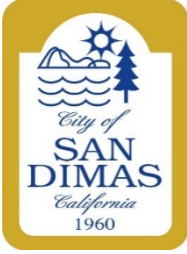
For the Meeting of February 25, 2025

	<ul style="list-style-type: none"> • Via Verde Park playground closure. • San Dimas Loop project is expected to be completed at the end of March. • Sandbags are available at the City Yard due for the upcoming storm.
b. City Attorney	None
c. Members of the City Council Reports on Meetings Attended AB 1234 (G.C. §53232.3(d))	<p>Councilmember Bratakos attended the League of California Cities Mayor and Councilmembers Academy.</p> <p>Mayor Pro Tem Nakano attended the League of California Cities Mayor and Councilmembers Academy.</p>
CITY COUNCIL REQUESTS FOR FUTURE ITEMS	COMMENTS/RECOMMENDATIONS
	Request by Councilmember Vienna supported by Councilmember Weber to agendize discussion commemorating the skate park in honor of resident and retired Los Angeles County Sheriff’s Deputy Dave Campbell.
CLOSED SESSION ITEMS	COMMENTS/RECOMMENDATIONS
<p>1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 121 N San Dimas Avenue (APN: 8387-011-904) Agency/City Negotiators: Brad McKinney, Executive Director/City Manager; Travis Sais, Assistant City Manager; Scott Wasserman, Parks and Recreation Director, Jeff Malawy, City/Agency Attorney Negotiating Parties: Kathy Carrano; Anthony Carrano; City of San Dimas as Successor Agency to the former San Dimas Redevelopment Agency; City of San Dimas Under Negotiation: Price and Terms of Payment</p>	Following the closed session, the City Attorney made a public announcement as follows: The City Council met and discussed the closed session item listed on the agenda. The City Council gave direction to staff, but no reportable action was taken. The meeting adjourned at approximately 9:45 pm.

The meeting adjourned in honor of Dave Campbell, retired Los Angeles County Sheriff’s Deputy.

I, Debra Black, City Clerk attest that these draft minutes are accurate and reflective of the actions taken by the City Council.

Debra Black, City Clerk



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
For the Meeting of February 25, 2025

From: Brad McKinney, City Manager

Prepared by: Michael O'Brien, Director of Administrative Services

Subject: Receive and File the January 2025 Investment Report

SUMMARY

Monthly Reporting for the City of San Dimas investment of idle funds and cash condition.

RECOMMENDATION

Staff recommends that the City Council:

- Receive and file the Investment and Cash Condition report for the month of January 2025

GOVERNMENT CODE §84308 APPLIES:

<https://leginfo.legislature.ca.gov>

No

FISCAL IMPACT

There is no fiscal impact for the recommended action.

DISCUSSION/ANALYSIS

It is the policy of the City of San Dimas to invest public funds in a manner that will provide an optimal combination of security and investment return while meeting the daily cash flow demands of the City and conforming to all State and local statutes governing the investment of public funds. The priority objectives of the City's investment activities are as follows: safety, liquidity and returns.

The City's investment portfolio as of January 31, 2025 maintained liquid cash in the amount of \$18,502,158.62 held between BMO Harris, the City and LAIF and the CALTRUST Liquidity Fund which amounts to just over 23% of the portfolio to provide the cash flow necessary for City payroll

and operating expenditures as well as large capital project expenses and unforeseen emergencies that may occur throughout the year. The following chart displays the total investments and weighted average yield per investment category:

COLLATERALIZED, POOLED AND PUBLIC AGENCY INVESTMENTS	WEIGHTED AVG. YIELD	TOTAL INVESTMENT
BMO HARRIS - GENERAL ACCOUNT	0.75%	\$570,658.24
BMO HARRIS - MONEY MARKET ACCOUNT	3.91%	\$2,160,711.15
SAN DIMAS PETTY CASH - IMPREST FUNDS	0.00%	\$2,640.00
CALTRUST INVESTMENT LIQUIDITY FUNDS	4.42%	\$5,672,981.97
LOCAL AGENCY INVESTMENT FUND (LAIF) CA STATE TREASURER	4.37%	\$10,095,167.26
CALTRUST INVESTMENT PROGRAM-MEDIUM TERM-SHARES	4.16%	\$14,206,362.22
TOTAL OF ALL COLLATERALIZED, POOLED AND PUBLIC AGENCY ACCOUNTS	3.92%	\$32,708,520.84
INVESTMENTS PURCHASED THROUGH BROKERS	WEIGHTED AVG. YIELD	TOTAL INVESTMENT
GREAT PACIFIC SECURITIES CORPORATE & MUNICIPAL BONDS	4.70%	\$5,634,041.93
GREAT PACIFIC SECURITIES GOVERNMENT SPONSORED ENTERPRISE (GSE)	4.70%	\$744,175.00
TVI CORPORATE BONDS	1.95%	\$3,314,492.50
TVI NEGOTIABLE CERTIFICATES OF DEPOSIT	3.19%	\$1,727,000.00
TVI GOVERNMENT SPONSORED ENTERPRISES (GSE) AGENCY BONDS	4.27%	\$775,703.43
TVI COMMERCIAL & MUNICIPAL BONDS	4.32%	\$277,068.00
STIFEL GOVERNMENT SPONSORED ENTERPRISES (GSE) AGENCY BONDS	3.96%	\$13,623,919.04
STIFEL COMMERCIAL & MUNICIPAL BONDS	3.80%	\$1,237,350.00
STIFEL NEGOTIABLE CD'S OF DEPOSIT	3.50%	\$18,126,876.00
TOTAL BROKER ACCOUNTS	3.83%	\$45,460,625.90
TOTAL OF ALL INVESTMENTS	3.94%	\$78,169,146.74

The City's Banking Services Provider BMO Harris provides a fully collateralized checking account whose funds are used to make cash payments for City payroll and operational expenses. The city performs daily bank reconciliations to assure adequate cash is held in the checking account for upcoming expenditures. Cash held in the account earns income credits that accumulate at a rate of .75% which offsets banking service charges that are charged each quarter to the city. As of June 10, 2024, the City opened a collateralized money market account BMO Harris.

Petty Cash is held at City facilities for cashing purposes and to reimburse small dollar expenditures between \$0.01 and \$50.00.

The Local Agency Investment Fund (LAIF) is considered a Local Agency Investment Pool and acts much like a money market account. Funds can be deposited and withdrawn without penalty. The pool invests funds in short-term securities and can produce returns at rates like money markets but is considered more secure.

CALTRUST is a public agency that provides investment funds that are liquid, short term, and medium term. The assets held by CALTRUST are managed by State Street Global Advisors. Since the City first invested with CALTRUST in August of 2010, the City has been buying into the Medium-Term Fund. The City has made various contributions throughout the years as well as reinvested any accumulated interest earnings throughout the life of the fund.

In total the weighted average cost of investing in CALTRUST is \$9.99. Currently, due to increasing interest rates driving market rates down for assets already held, the share price of the fund as of January 31, 2025, is \$9.80. Until interest rates decline to the point that the share price would increase to \$9.99 or above, the City would be recognizing a loss on sale. However, the City could withdraw funds at any time if liquidity needs arose.

Beginning in the month of December 2023, the City opened a fund with CALTRUST which is not subject to market rate adjustments due to the type of investments utilized. The fund yielded 4.42% for the month of January 2025, out yielding LAIF by .05%. The City intends to take advantage of the high yielding short term investments until yields are no longer inverted.

The City Treasurer also utilizes Brokers to purchase investment securities such as Government Sponsored Enterprises (Agency Bonds), Corporate Bonds, U.S. Treasuries and Negotiable CD's.

The City's investment policy and California Government Code Section 53600.3 allows the City to invest 30% of its portfolio in Certificates of Deposit and 20% of its portfolio in Corporate Bonds through Brokers. U.S. Treasuries and Government Sponsored Enterprises (Agency Bonds) have no investment limits.

The following is a breakdown of the total invested in each type of investment along with its percentage of the portfolio:

INVESTMENTS BY TYPE		
Type	Amount	% of Portfolio
CHECKING & MONEY MARKET ACCOUNTS/CASH ON HAND	\$2,734,009.39	3%
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$10,095,167.26	13%
CALTRUST	\$19,879,344.19	25%
GSE AGENCY BONDS	\$18,626,245.62	24%
COMMERCIAL & MUNICIPAL BONDS	\$6,980,504.28	9%
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$19,853,876.00	25%
<i>TOTAL OF ALL INVESTMENTS</i>	<i>\$78,169,146.74</i>	<i>100%</i>

Additionally, per the Investment Policy, the City has an established maturity matrix with the investment ranges as follows:

Maturity Range Guideline Portfolio Percentage

1 Day to 1 Year	30% - 100%
1 Year to 3 Years	5% - 60%
3 Years to 5 Years	0% - 40%

The Cities current investment maturity range is as follows:

INVESTMENTS BY MATURITY		
Maturity Range	Amount	% of Portfolio
1 Day to 1 Yr.	\$ 40,454,771.84	52%
1 Yr. to 3 Yrs.	\$ 18,327,135.06	23%
3 Yrs. to 5 Yrs.	\$ 19,387,239.84	24%
<i>Total</i>	<i>\$ 78,169,146.74</i>	<i>100%</i>
Weighted Average Yield		3.94%
Weighted Average Maturity in Years		1.55

The weighted average maturity for all City investments is 1.55 years, short term investments with maturity within six months continues to draw higher yields, however longer term yields have been increasing making investing in longer term assets more appealing.

Specific details pertaining to the City's investment names, CUSIP #'s, coupon and purchase yields, maturity dates, par and book values are included in the Investment and Cash Condition Report attachment.

ENVIRONMENTAL REVIEW

Pursuant to CEQA guidelines Section 15061 (b)(3), CEQA does not apply to this item because there is no potential for causing a significant effect on the environment. Therefore, no additional environmental review is needed at this time.

Respectfully submitted,



Michael O'Brien
Director of Administrative Services

Attachments:

1. Investment and Cash Condition Report
2. Investment Authorization Form

**CITY OF SAN DIMAS
MONTHLY CASH BALANCE INVESTMENT REPORT
JANUARY 2025**

Attachment 1

SUMMARY OF BANK BALANCES				YIELD		ENDING BALANCE
BMO HARRIS - GENERAL ACCOUNT				0.75%		\$570,658.24
BMO HARRIS - MONEY MARKET ACCOUNT				3.91%		\$2,160,711.15
SAN DIMAS PETTY CASH - IMPREST FUNDS						\$2,640.00
LOCAL AGENCY INVESTMENT FUND (LAIF) CA STATE TREASURER				4.366%		\$10,095,167.26
CALTRUST LIQUIDITY FUND				4.42%		\$5,672,981.97
CALTRUST INVESTMENT PROGRAM-MEDIUM TERM				4.16%		\$14,206,362.22
INVESTMENTS	CUSIP #	COUPON YIELD	PURCHASE YIELD	MATURITY	PAR VALUE	BOOK VALUE
INVESTMENTS HELD WITH GREAT PACIFIC SECURITIES:						
CHEVRON - 3 YEAR BOND	166756ALO	1.02%	4.75%	8/12/2027	\$250,000.00	\$222,444.51
UNITED HEALTH GROUP - 4 YEAR BOND	91324PDK5	3.85%	4.73%	6/15/2028	\$250,000.00	\$241,935.46
ADVOCATE HEALTH & HOSPS CORP	007589AA2	3.83%	4.64%	8/15/2028	\$305,000.00	\$296,779.55
NY LIFE GLOBAL - 5 YEAR BOND	64952WFF5	4.70%	4.76%	1/29/2029	\$500,000.00	\$500,000.00
METLIFE GLOBAL - 5 YEAR BOND	59217GFR5	4.85%	4.90%	1/8/2029	\$250,000.00	\$249,451.14
MASS MUTUAL GLOBAL - 5 YEAR BOND	57629W4T4	5.15%	5.15%	5/30/2029	\$250,000.00	\$249,998.23
NORTHWESTERN MUT GLOBAL - 5 YEAR BOND	66815L2Q1	4.71%	5.16%	1/10/2029	\$250,000.00	\$245,327.02
ATHENE GLOBAL FDG - 5 YEAR BOND	04685A3G4	2.71%	4.43%	1/7/2029	\$350,000.00	\$326,841.60
TOYOTA MTR CORP	59217GFR5	3.65%	4.20%	1/9/2029	\$300,000.00	\$293,442.80
RGA GLOBAL - 5 YEAR BOND	76209PAB9	2.70%	4.50%	1/18/2029	\$300,000.00	\$278,689.63
MERCEDES BENZ - 4.85 YEAR BOND	233851DW1	3.10%	4.64%	8/15/2029	\$350,000.00	\$327,541.16
MUTUAL OF OMAHA - 5 YEAR BOND	62829D2E9	4.75%	4.75%	10/15/2029	\$250,000.00	\$249,997.05
PACIFIC SECURITIES CORPORATE BONDS INVESTMENTS SUBTOTAL:						\$3,482,448.15
CALIFORNIA ST DEPT WATER - 4 YEAR BOND	13067WRF1	1.32%	4.70%	12/1/2028	\$250,000.00	\$215,147.50
YUCAIPA VY CALIF WATER DISTRICT	98840BBD4	2.29%	4.72%	9/1/2027	\$250,000.00	\$232,227.50
ONTARIO CALIFORNIA PUB - 3 YEAR BOND	68304RCD0	1.81%	4.52%	10/1/2027	\$255,000.00	\$232,539.60
CALIFORNIA ST UNIV REV SYSTEMWIDE- 4 YEAR BOND	13077DQG0	3.85%	4.70%	6/15/2028	\$310,000.00	\$270,924.50
SOLANO CALIF COMMUNITY COLLEGE - 4 YEAR BOND	83412PHB1	1.48%	4.50%	8/1/2028	\$350,000.00	\$308,661.50
BMW US CAP LLC - 4.5 YEAR BOND	05565ECR4	4.65%	5.00%	8/13/2029	\$300,000.00	\$295,721.23
PACIFIC LIFE GLOBAL - 4.5 YEAR BOND	6944PL3C1	4.50%	4.55%	8/28/2029	\$250,000.00	\$248,463.27
PROTECTIVE LIFE GLOBAL - 4.8 YEAR BOND	74368CCA0	4.77%	4.77%	12/9/2029	\$350,000.00	\$347,908.68
PACIFIC SECURITIES COMMERCIAL & MUNICIPAL BONDS INVESTMENTS SUBTOTAL:						\$2,151,593.78
FEDERAL NATIONAL MTG ASSN - 4 YEAR BOND	3135GASJ1	4.50%	4.70%	5/17/2028	\$250,000.00	\$248,175.00
FEDERAL HOME LOAN - 5 YEAR BOND	1334HA2L6	4.37%	4.55%	1/16/1930	\$500,000.00	\$496,000.00
PACIFIC SECURITIES GOVERNMENT SPONSORED ENTERPRISES (GSE) AGENCY BONDS INVESTMENTS SUBTOTAL:						\$744,175.00
INVESTMENTS HELD WITH TVI:						
WELLS FARGO & CO MEDIUM TERM - 3 YEAR BOND	95001DC40	4.50%	4.50%	7/28/2025	\$250,000.00	\$250,000.00
CFI - 5 YEAR BOND	17298CK64	1.00%	1.00%	8/28/2025	\$500,000.00	\$500,000.00
BANK OF AMERICA - 5 YEAR BOND	06048WK25	0.75%	0.75%	10/30/2025	\$250,000.00	\$250,000.00
GOLDMAN SACHS GROUP - 5 YEAR BOND	38150EH4	0.80%	0.80%	11/24/2025	\$290,000.00	\$290,000.00
JP MORGAN BOND - 5 YEAR BOND	48128G3G3	1.20%	1.20%	4/30/2026	\$285,000.00	\$285,000.00
EXXON MOBILE CORP - 7 YEAR BOND	30231GBD3	2.28%	0.98%	8/16/2026	\$250,000.00	\$264,953.75
GOLDMAN SACHS GROUP - 5 YEAR BOND	38150AJ63	1.70%	1.70%	10/29/2026	\$210,000.00	\$210,000.00
MORGAN STANLEY FIN GLOBAL - 5 YEAR BOND	61766YGT2	1.35%	1.35%	11/18/2026	\$250,000.00	\$250,000.00
JP MORGAN CHASE BOND - 5 YEAR BOND	48128G5Y2	2.10%	2.10%	1/29/2027	\$270,000.00	\$270,000.00
BANK OF AMERICA - 5 YEAR BOND	06048WS84	2.75%	2.75%	3/2/2027	\$250,000.00	\$250,000.00
MORGAN STANLEY-FIN GLOBAL 5 YEAR BOND	61766YJQ5	3.25%	3.25%	4/13/2027	\$250,000.00	\$250,000.00
INTEL CORP - 5 YEAR BOND	458140BY5	3.75%	4.25%	8/5/2027	\$250,000.00	\$244,538.75
TVI CORPORATE BONDS INVESTMENTS SUBTOTAL:						\$3,314,492.50
SYNCHRONY BK RETAIL - 3 YEAR CD	87164WQ68	3.30%	3.30%	8/26/2025	\$245,000.00	\$245,000.00
CAPITAL ONE BANK - 4 YEAR CD	14042TFH5	2.65%	2.65%	4/13/2026	\$246,000.00	\$246,000.00
TOYOTA FINANCIAL SAVINGS - 5 YEAR CD	89235MLC3	0.95%	0.95%	7/15/2026	\$248,000.00	\$248,000.00
MARINE FEDERAL CREDIT UNION - 2 YEAR CD	56824JBD54	4.20%	4.20%	11/27/2026	\$249,000.00	\$249,000.00
GOLDMAN SACHS BANK USA NEW YORK - 5 YEAR CD	38149M4T7	2.65%	2.65%	4/13/2027	\$246,000.00	\$246,000.00
STATE BANK OF INDIA - 5 YEAR CD	856285N64	3.30%	3.30%	6/1/2027	\$245,000.00	\$245,000.00
CENTRAL BANK LITTLE ROCK ARK - 5 YEAR CD	152577BS0	5.30%	5.30%	6/30/2028	\$248,000.00	\$248,000.00
TVI MUNICIPAL BONDS INVESTMENTS SUBTOTAL:						\$1,727,000.00
CALIFORNIA STATE - 5 YEAR BOND	13063EGT7	4.32%	4.32%	8/15/2029	\$275,000.00	\$277,068.00
TVI MUNICIPAL BONDS SUBTOTAL:						\$277,068.00

FEDERAL AGRIC MTG CORP - 3 YEAR BOND	31424WNUJ	4.54%	4.53%	9/9/2027	\$265,000.00	\$264,999.97
FEDERAL FARM CR BKS CONS SYSTEMWIDE - 5 YEAR BOND	3133ERL41	4.13%	4.13%	12/17/2029	\$517,000.00	\$510,703.46
TVI GOVERNMENT AGENCY BONDS SUBTOTAL :						\$775,703.43
INVESTMENT HELD WITH STIFEL:						
FEDL NATL MTG ASSN- 5 YEAR BOND	3136G4A86	0.50%	0.55%	7/21/2025	\$250,000.00	\$249,375.00
FEDL FARM CREDIT BANK - 4 YEAR BOND	3133ENEH9	1.13%	1.13%	11/17/2025	\$250,000.00	\$250,000.00
FEDL HOME LOAN BANK - 5 YEAR BOND	3130AL2G8	0.60%	0.75%	2/18/2026	\$250,000.00	\$248,250.00
FEDL NATL MTG ASSN - DISC BOND - 3YEAR	3138LDPW7	2.68%	4.58%	5/1/2026	\$250,000.00	\$228,805.98
FEDL NATL MTG ASSN - 2 YEAR BOND	3138LDYL1	2.47%	4.93%	6/1/2026	\$500,000.00	\$473,750.00
FEDL HOME LOAN BANK - 5 YEAR BOND	3130ANMH0	1.10%	1.42%	8/20/2026	\$250,000.00	\$246,400.00
FEDL FARM CREDIT BANK BOND - 5 YEAR BOND	3133ENSZ4	2.75%	2.75%	4/1/2027	\$250,000.00	\$250,000.00
FEDL HOME LOAN MTG CORP MEDIUM TERM - 5 YEAR BOND	3134GXTZ7	3.50%	3.50%	5/26/2027	\$250,000.00	\$250,000.00
FEDL AGRIC MTG CORP - 3 YEAR BOND	31424WKN1	5.23%	5.23%	6/25/2027	\$500,000.00	\$500,000.00
FEDL HOME LOAN BANK - 5 YEAR BOND	3130ASF53	3.25%	3.41%	6/30/2027	\$500,000.00	\$499,250.00
FEDL HOME LOAN BANK - 5 YEAR BOND	3130ASZ69	4.05%	4.08%	8/27/2027	\$250,000.00	\$249,625.00
FEDL NATL MTG ASSN- 5 YEAR BOND	3140LBSE4	1.09%	4.38%	3/1/2028	\$350,000.00	\$306,250.00
FEDERAL FARM CREDIT BANK BOND - 5 YEAR BOND	3133ERVH1	4.60%	4.60%	1/2/2029	\$500,000.00	\$500,000.00
FEDL NATL MTG ASSN NOTE- 5 YEAR BOND	3135GAN31	5.20%	5.23%	2/14/2029	\$500,000.00	\$499,375.00
FEDL HOME LOAN MTG CORP MEDIUM TERM NOT- 5 YEAR BOND	3134H1UZ4	5.00%	5.14%	2/26/2029	\$500,000.00	\$497,000.00
FEDL NATL MTG ASSN - 5 YEAR BOND	3140NUUA5	4.52%	4.52%	3/1/2029	\$500,000.00	\$499,062.50
FEDL HOME LOAN MTG CORP - 5 YEAR BOND	3132XDBP7	4.15%	4.15%	4/1/2029	\$400,000.00	\$392,857.31
FEDL FARM CREDIT BANK BOND- 5 YEAR BOND	3133ERBB6	5.42%	5.42%	4/16/2029	\$300,000.00	\$299,190.00
FEDL HOME LOAN MTG CORP MEDIUM TERM NOTE - 5 YEAR BOND	3134H1Y23	5.09%	5.09%	6/12/2029	\$250,000.00	\$249,000.00
FEDL HOME LOAN MTG CORP - 5 YEAR BOND	3132XKSV0	3.81%	3.81%	7/1/2029	\$400,000.00	\$387,000.00
FEDL NATL MTG ASSN - 5 YEAR BOND	314HU7G5	2.74%	2.74%	8/1/2029	\$500,000.00	\$472,031.25
FEDL HOMELOAN MTG CORP - 5 YEAR BOND	3132XKTE7	4.02%	4.49%	8/1/2029	\$505,000.00	\$495,846.88
FEDL HOME LOAN MTG CORP MEDIUM TERM NOTE - 5 YEAR BOND	3134HADQ3	5.05%	5.05%	8/7/2029	\$500,000.00	\$500,000.00
FEDL HOME LOAN BANK - 5 YEAR BOND	3130B2BA2	5.05%	5.05%	8/20/2029	\$500,000.00	\$499,500.00
FEDL NATL MTG ASSN - 4.8 YEAR BOND	3140HVJ62	4.60%	2.61%	9/1/2029	\$390,000.00	\$357,946.88
FEDL HOME LOAN MTG CORP - 5 YEAR BOND	3132XFSR0	4.42%	4.42%	9/1/2029	\$500,000.00	\$494,687.50
FEDL HOME LOAN BANK - 5 YEAR BOND	3130B2KZ7	5.00%	5.00%	9/11/2029	\$500,000.00	\$500,000.00
FEDL HOME LOAN BANK BOND - 5 YEAR BOND	3130B2TY1	4.68%	4.68%	9/27/2029	\$500,000.00	\$500,000.00
FEDL NATL MTG ASSN - 5 YEAR BOND	340NWFK6	4.01%	4.37%	10/1/2029	\$500,000.00	\$492,656.25
FEDL NATL MTG ASSN - 5 YEAR BOND	3140HV4J0	4.60%	2.14%	10/1/2029	\$550,000.00	\$493,028.24
FEDL HOME LOAN BANK BOND - 5 YEAR BOND	3130B2YY5	4.63%	4.80%	10/9/2029	\$500,000.00	\$499,750.00
FEDL HOME LOAN BANK BOND - 5 YEAR BOND	3130B2YJ8	4.63%	4.63%	10/15/2029	\$750,000.00	\$750,000.00
FEDL NATL MTG ASSN - 5 YEAR CD	3140HW4G4	2.43%	4.75%	1/1/2030	\$550,000.00	\$493,281.25
STIFEL GOVERNMENT SPONSORED ENTERPRISES (GSE) AGENCY BONDS INVESTMENTS SUBTOTAL:						\$13,623,919.04
BANK OF AMERICA - 5 YEAR BOND	06048WP20	1.25%	1.25%	9/24/2026	\$250,000.00	\$250,000.00
BANK OF AMERICA - 5 YEAR BOND	06055JEC9	5.50%	5.50%	4/19/2028	\$500,000.00	\$500,000.00
APPLE INC - 10 YEAR CORPORATE BOND	037833CR9	3.20%	3.30%	5/11/2027	\$250,000.00	\$248,850.00
SADDLEBACK VALLEY - 7.75 YEAR BOND (MUNICIPAL BOND)	786318LF0	2.40%	3.41%	8/1/2027	\$250,000.00	\$238,500.00
STIFEL COMMERCIAL & MUNICIPAL BONDS SUBTOTAL:						\$1,237,350.00
EVOLVE FEDL CR UN - 1 YEAR	30053QAB1	5.30%	5.30%	3/12/2025	\$249,000.00	\$249,000.00
SAFRA NATL BANK OF NY - 3 YEAR CD	78658RHM6	2.00%	2.00%	3/24/2025	\$248,000.00	\$248,000.00
LIVE OAK BANK- 5 YEAR CD	538036LD4	1.40%	1.40%	3/31/2025	\$249,000.00	\$249,000.00
MEDALLION BANK - 5 YEAR CD	58404DGR6	1.60%	1.60%	3/31/2025	\$248,000.00	\$248,000.00
CLEARPATH FEDERAL CU BURBANK- 2 YEAR CD	18507MAA9	5.15%	5.15%	4/28/2025	\$248,000.00	\$248,000.00
DISCOVER BK - 3 YEAR CD	254673B70	2.80%	2.80%	4/28/2025	\$247,000.00	\$247,000.00
UTAH COMMUNITY CU - 2 YEAR CD	917352AB2	4.80%	4.80%	4/28/2025	\$248,000.00	\$248,000.00
FLAGSTAR BANK - 5 YEAR CD	33847E3D7	1.15%	1.17%	4/29/2025	\$248,000.00	\$247,876.00
HSBC BANK - 5 YEAR CALLABLE CD	44329ME33	1.30%	1.30%	5/7/2025	\$248,000.00	\$248,000.00
INSTITUTION FOR SVGS - 3 YEAR CD	45780PBL8	3.10%	3.10%	5/20/2025	\$249,000.00	\$249,000.00
CARTER FEDERAL C.U 3 YEAR CD	14622LAC6	3.00%	3.00%	6/23/2025	\$249,000.00	\$249,000.00
CORP AMERICA FAMILY CU - 1 YEAR CD	219873AG1	5.25%	5.25%	6/30/2025	\$248,000.00	\$248,000.00
HUGHES FED CR - 2 YEAR CD	444425AA0	5.25%	5.25%	6/30/2025	\$248,000.00	\$248,000.00
MID AMERICAN CU - 2 YEAR CD	59522NAE4	5.25%	5.25%	6/30/2025	\$248,000.00	\$248,000.00
MERITRUST CR UN - 3 YEAR CD	59001PAS8	3.35%	3.35%	7/8/2025	\$249,000.00	\$249,000.00
CREDIT UNION OF TEXAS - 3 YEAR CD	22551KAB8	3.30%	3.30%	7/22/2025	\$246,000.00	\$246,000.00
TVA CMNTY CR UN - 3 YEAR CD	87305MAB6	3.25%	3.25%	8/2/2025	\$249,000.00	\$249,000.00
RESOURCE ONE CR UN - 3 YEAR CD	76124YAE6	3.30%	3.30%	8/18/2025	\$249,000.00	\$249,000.00

IDEAL CREDIT UNION - 3 YEAR CD	45157PAY6	4.00%	4.00%	8/29/2025	\$249,000.00	\$249,000.00
ALABAMA CREDIT UNION - 3 YEAR CD	01025RAB5	3.60%	3.60%	9/22/2025	\$249,000.00	\$249,000.00
UNIVERSITY CREDIT UNION - 3 YEAR CD	914242AA0	4.00%	4.00%	9/26/2025	\$249,000.00	\$249,000.00
BARCLAYS BANK - 4 YEAR CD	06740KNT0	1.00%	1.00%	12/15/2025	\$248,000.00	\$248,000.00
BELCO CREDIT UNION - 18 MONTH CD	07833EAJ6	5.15%	5.15%	12/23/2025	\$249,000.00	\$249,000.00
US ALLIANCE FED C.U - 4 YEAR CD	90352RCD5	1.35%	1.35%	1/28/2026	\$249,000.00	\$249,000.00
FARMERS & MERCHANTS BANK- 3.5 YEAR CD	3078115EL9	3.20%	3.20%	2/5/2026	\$249,000.00	\$249,000.00
CONNEX CREDIT UNION - 18 MONTH CD	208212BN9	4.45%	4.45%	2/27/2026	\$249,000.00	\$249,000.00
CFG COMMUNITY BANK - 3.5 YEAR CD	12527CFL1	3.80%	3.80%	3/11/2026	\$245,000.00	\$245,000.00
ALASKA US FEDERAL CREDIT UNION - 3 YEAR CD	011852AH3	5.15%	5.15%	3/23/2026	\$248,000.00	\$248,000.00
COMENITY CAPITAL BANK- 4 YEAR CD	20033A2Z8	2.60%	2.60%	4/14/2026	\$249,000.00	\$249,000.00
BAXTER CR UN - 4 YEAR CD	07181JAD6	3.05%	3.05%	6/22/2026	\$249,000.00	\$249,000.00
INSPIRE FEDERAL CREDIT UNION - 3 YEAR CD	457731AQ0	5.00%	5.00%	6/30/2026	\$248,000.00	\$248,000.00
NEW YORK COMMUNITY BANK - 5 YEAR CD	649447UZ0	0.70%	0.70%	7/1/2026	\$249,000.00	\$249,000.00
SALLIE MAE BANK SALT LAKE CITY UT - 5 YEAR CD	795451AB9	1.00%	1.00%	7/21/2026	\$248,000.00	\$248,000.00
AUSTIN TELCO FED CR - 2 YEAR CD	052392DG9	4.25%	4.25%	8/21/2026	\$249,000.00	\$249,000.00
WORKERS CREDIT UNION - 2 YEAR CD	98138MCJ7	4.15%	4.15%	8/31/2026	\$249,000.00	\$249,000.00
FIRST STATE BANK - 4 YEAR CD	33650TAH3	3.60%	3.60%	9/16/2026	\$249,000.00	\$249,000.00
QUORUM FED CR - 4 YEAR CD	74909LAB6	3.85%	3.85%	9/23/2026	\$249,000.00	\$249,000.00
PENTAGON FEDERAL CR UN - 5 YEAR CD CUSIP #70962LAS1	70962LAS1	0.90%	0.90%	9/29/2026	\$249,000.00	\$249,000.00
ONPATH FEDERAL CREDIT UN - 4 YEAR CD	68283MAF3	3.25%	3.25%	9/30/2026	\$249,000.00	\$249,000.00
HAWAII CENTRAL FCU - 3 YEAR CD	419700AG4	5.50%	5.50%	10/27/2026	\$248,000.00	\$248,000.00
BANK UNITED NA - 5 YEAR CD	066519RW1	1.35%	1.35%	12/8/2026	\$248,000.00	\$248,000.00
RIZE FED CR UN - 2 YEAR CD	76971LAJ7	4.25%	4.25%	12/14/2026	\$249,000.00	\$249,000.00
BANK HAPOALIM BM - 5 YEAR CD	06251A3K4	1.35%	1.35%	12/16/2026	\$248,000.00	\$248,000.00
CONNEXUS CREDIT UNION - 5 YEAR CD	20825WAR1	1.25%	1.25%	12/23/2026	\$249,000.00	\$249,000.00
WEST VIRGINIA CENTRAL FCU - 2 YEAR CD	95649LAB6	4.60%	4.60%	12/23/2026	\$249,000.00	\$249,000.00
AMERANT BANK - 5 YEAR CD	02357QAQ0	1.60%	1.60%	2/16/2027	\$248,000.00	\$248,000.00
PIMA CREDIT UNION- 4.5 YEAR CD	722000AA4	5.15%	5.15%	2/17/2027	\$248,000.00	\$248,000.00
METRO CREDIT UNION - 5 YEAR CD	59161YAP1	1.70%	1.70%	2/18/2027	\$249,000.00	\$249,000.00
BEAL BANK PLANO TEXAS - 5 YEAR CD	07371AZQ9	2.05%	2.05%	3/3/2027	\$248,000.00	\$248,000.00
BEAL BANK USA LAS VEGAS - 5 YEAR CD	07371CK81	2.05%	2.05%	3/3/2027	\$248,000.00	\$248,000.00
SPOKANE TEACHERS CR	849061AF3	4.75%	4.75%	3/25/2027	\$249,000.00	\$249,000.00
MORGAN STANLEY- 5 YEAR CD	61773TDN0	3.00%	3.00%	4/29/2027	\$246,000.00	\$246,000.00
GENERATION BANK ROGERS AR CD - 5 YEAR CD	37149CAV9	3.10%	3.10%	5/6/2027	\$249,000.00	\$249,000.00
DEPARTMENT OF COMMERCE - 5 YEAR CD	24951TAT2	3.25%	3.25%	5/13/2027	\$249,000.00	\$249,000.00
WELLS FARGO SIOUX FALLS - 3 YEAR CD	949764PA6	4.85%	4.85%	5/28/2027	\$249,000.00	\$249,000.00
CREDIT UNION NEW JERSEY - 3 YEAR CD	22552BAA9	5.40%	5.40%	7/9/2027	\$248,000.00	\$248,000.00
TRUSTONE FINL CR UN - 5 YEAR CD	89841MAF4	3.40%	3.40%	7/19/2027	\$249,000.00	\$249,000.00
BMO HARRIS BANK - 5 YEAR CD	05600XHE3	3.55%	3.55%	7/27/2027	\$247,000.00	\$247,000.00
THIRD FEDL S&L ASSN - 5 YEAR CD	88413QDM7	3.40%	3.40%	7/27/2027	\$245,000.00	\$245,000.00
CMNTY COMMERCE BANK CLAREMONT- 5 YEAR CD	20367GBH1	3.30%	3.30%	8/10/2027	\$249,000.00	\$249,000.00
ST VINCENT MED CTR CR - 5 YEAR CD	85279AAA0	3.50%	3.50%	8/12/2027	\$249,000.00	\$249,000.00
PITTSBURG CITY HALL FCU - 5 YEAR CD	72500MAA3	3.60%	3.60%	8/16/2027	\$249,000.00	\$249,000.00
SHARONVIEW FCU - 5 YEAR CD	819866BL7	3.50%	3.50%	8/16/2027	\$249,000.00	\$249,000.00
GHS FEDERAL CREDIT UNION - 5 YEAR CD	36266LAA4	3.80%	3.80%	9/15/2027	\$249,000.00	\$249,000.00
NEW ORLEANS FIREMANS FCU - 5 YEAR CD	647608AH1	5.00%	5.00%	7/17/2028	\$248,000.00	\$248,000.00
FIRST FOUNDATION BANK - 4 YEAR D	32026U5R3	4.70%	4.70%	5/10/2028	\$244,000.00	\$244,000.00
FIRST FED SVGS - 3 YEAR CD	32023HBT4	5.25%	5.25%	6/28/2027	\$248,000.00	\$248,000.00
NUMERICA CREDIT UNION - 5 YEAR CD	67054NBK8	5.10%	5.10%	7/31/2028	\$248,000.00	\$248,000.00
GREEN STATE CREDIT UNION- 5 YEAR CD	39573LEL8	5.00%	5.00%	8/29/2028	\$248,000.00	\$248,000.00
ALLIANT CREDIT UNION- 5 YEAR CD	01882MAH5	5.35%	5.35%	11/15/2028	\$248,000.00	\$248,000.00
SAN FRANCISCO FEDL CR UNION - 4 YEAR CD	79772FAL0	4.25%	4.25%	11/27/2028	\$249,000.00	\$249,000.00
USF FEDL CREDIT UNION - 5 YEAR CD	90353EBS1	4.65%	4.65%	12/20/2029	\$249,000.00	\$249,000.00
JP MORGAN CHASE BANK - 5 YEAR CD	46657VWH9	4.75%	4.75%	1/31/2030	\$248,000.00	\$248,000.00
STIFEL CD'S INVESTMENT SUBTOTAL:						\$18,126,876.00

TOTAL CD's/GSE BONDS/ CORPORATE BONDS/TREASURY BILLS			\$45,460,625.90		
TOTAL OF ALL INVESTMENTS			\$78,169,146.74		
INVESTMENTS BY TYPE			INVESTMENTS BY MATURITY		
Type	Amount	% of Portfolio	Maturity Range	Amount	% of Portfolio
CHECKING & MONEY MARKET ACCOUNTS/CASH ON HAND	\$2,734,009.39	3%	1 Day to 1 Yr.	\$ 40,454,771.84	52%
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$10,095,167.26	13%	1 Yr. to 3 Yrs.	\$ 18,327,135.06	23%
CALTRUST	\$19,879,344.19	25%	3 Yrs. to 5 Yrs.	\$ 19,387,239.84	24%
GSE AGENCY BONDS	\$18,626,245.62	24%	<i>Total</i>	<i>\$ 78,169,146.74</i>	<i>100%</i>
COMMERCIAL & MUNICIPAL BONDS	\$6,980,504.28	9%			
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$19,853,876.00	25%	Weighted Average Yield		
<i>TOTAL OF ALL INVESTMENTS</i>	<i>\$78,169,146.74</i>	<i>100%</i>	Weighted Average Maturity in Years		
			3.94%		
			1.55		

The above investments have met the requirements as stated in the City's Annual Investment Policy.



Michael O'Brien Administrative Services Director/City Treasurer

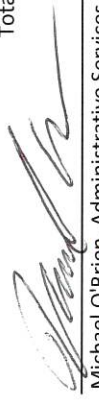
Prepared by: Jennifer Legaspi


**City of San Dimas
Investment Purchase Authorization Form**

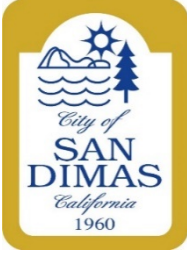
<u>Investment Name</u>	<u>Term</u>	<u>Investment Type</u>	<u>Amount</u>	<u>Brokerage/Fund</u>
BMO Checking	Liquid	Checking	\$ (2,470,752.50)	BMO
BMO Money Market 4.50%	Liquid	Money Market	\$ 1,139,996.73	BMO
Cash On Hand with Brokers	Matured	CD	\$ (30,350.89)	GPS
Technology Credit Union	Matured	CD	\$ (249,000.00)	Stifel
Veridian Credit Union	Matured	CD	\$ (249,000.00)	Stifel
Fannie Mae Dus Bond	Matured	GSE	(271,010.27)	Stifel
JP Morgan Chast Callable CD 4.75%	5 Year	CD	\$ 248,000.00	Stifel
Fannie Mae Dus Bond 4.75%	5 Year	GSE	\$ 494,023.75	Stifel
Pacific Life 4.65%	4.5 Year	Corporate Bond	\$ 248,463.27	GPS
Protective Life 4.91%	4.8 Year	Corporate Bond	\$ 347,908.68	GPS
Freddie Mac 4.56%	5 Year	GSE	\$ 496,000.00	GPS
BMW US Cap Corp Bond	4.5 Year	Corporate Bond	\$ 295,721.23	GPS

Total Investment (Cash on Hand with Broker)

-
1-31-25
1,31.25

Authorized By: 
Michael O'Brien, Administrative Services Director/City Treasurer

Authorized By: 
Brad McKinney, City Manager



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
For the Meeting of February 25, 2025

From: Brad McKinney, City Manager

Prepared by: Anissa Livas, Sr. Management Analyst

Subject: Approve California Office of Emergency Services (CalOES) Form 130 Designating Agents Necessary to Provide for All Matters Pertaining to State and Federal Emergency Management Agency (FEMA) Reimbursements

SUMMARY

The City Council will consider approving the CalOES Form 130, designating the City Manager, Assistant City Manager, and Director of Administrative Services as agents necessary to provide all matters pertaining to State and Federal Emergency Agency (FEMA) reimbursements. The resolution will remain in effect for all open and future disasters up to three (3) years following the date of approval.

RECOMMENDATION

Staff recommends that the City Council:

- Adopt the Designation of Applicant's Agent Resolution for Non-State Agencies.
- Designate the City Manager, Brad McKinney as an authorized agent as well as the Assistant City Manager Travis Sais, and the Director of Administrative Services, Michael O'Brien.

GOVERNMENT CODE §84308 APPLIES:

<https://leginfo.legislature.ca.gov>

No

FISCAL IMPACT

There is no fiscal impact for the recommended action. However, approval of an updated CalOES Form 130 is required for the City to obtain certain disaster cost reimbursements from FEMA and State relating to all future disasters over the next three years.

BACKGROUND

The City is eligible to receive public assistance funding under state-issued disaster declarations, which provide financial support for disaster response, recovery, and mitigation efforts. In order to access these funds, the City must have a Form 130 – Designation of Applicant’s Agent Resolution for Non-State Agencies on file with the California Governor’s Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA).

Form 130 identifies specific City personnel who are authorized to act on behalf of the City in matters related to public assistance funding. These individuals serve as Authorized Agents and are responsible for signing required documents, validating funding requests, and receiving reimbursements from CalOES and FEMA.

Although the City currently has a Form 130 on file, recent administrative changes—including the promotion of the City Manager from Assistant City Manager and the appointment of a new Assistant City Manager—necessitate an update. FEMA and CalOES require that all authorized agent designations reflect the City’s current leadership, as they will not accept signatures or approvals from individuals whose names and titles do not match the records on file.

DISCUSSION/ANALYSIS

CalOES and FEMA require the City Council to authorize, via resolution, a list of titles to serve as Authorized Agents in matters relating to disaster response, recovery, pre-disaster mitigation, hazard mitigation grants (HMPG) and planning. Authorized agents can act as signature authorities and validate and receive funds from CalOES and FEMA.

The Form 130 designates the positions the City Council authorizes to apply for public assistance and recovery funding on behalf of the City for a three-year period. The proposed action would designate the current City Manager, Assistant City Manager, and the Director of Administrative Services.

Should the City Council approve the Form 130, staff will submit all necessary documents to CalOES as required for future reimbursement requests.

ALTERNATIVES

The City Council has the following options to consider on this matter:

1. Adopt the resolution.
2. Adopt the resolution with modifications.
3. Do not adopt the resolution and provide direction to staff.

ENVIRONMENTAL REVIEW

Pursuant to CEQA guidelines Section 15061 (b)(3), CEQA does not apply to this item because there is no potential for causing a significant effect on the environment. Therefore, no additional environmental review is needed at this time.

Respectfully submitted,



Anissa Livas
Sr. Management Analyst

Attachments:

1. Resolution (Form OES-FPD-130)
2. Letter to Governor's Office of Emergency Services



DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council OF THE City of San Dimas
 (Governing Body) (Name of Applicant)

THAT City Manager, OR
 (Title of Authorized Agent)

Assistant City Manager, OR
 (Title of Authorized Agent)

Director of Administrative Services
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of San Dimas,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of San Dimas, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 25 day of February, 2025

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

CERTIFICATION

I, Debra Black, duly appointed and City Clerk of
 (Name) (Title)

City of San Dimas, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the City Council
 (Governing Body)

of the City of San Dimas on the 25 day of February, 2025.
 (Name of Applicant)

 (Signature)

City Clerk
 (Title)

City Council

Emmett Badar, Mayor
Eric Nakano, Mayor Pro Tem - District 2
Eric Weber - District 1
Rachel Bratakos – District 3
Ryan A. Vienna – District 4

City Manager

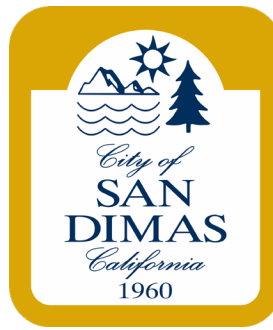
Brad McKinney

Assistant City Manager

Travis Sais

City Attorney

Jeff Malawy



Director of Administrative Services

Michael O'Brien

Director of Community Development

Luis Torrico

Director of Parks and Recreation

Scott Wasserman

Director of Public Works

Shari Garwick

February 25, 2025

Governor's Office of Emergency Services
Grants Management
3650 Schriever Avenue
Mather, CA 95655

Subject: City of San Dimas Designation of Application Resolution

Dear CalOES Grants Management Division,

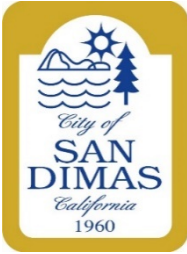
The City of San Dimas will be designating the following individuals to the "Universal" Designation Applicant's Agency Resolution (OES Form 130) at the City of San Dimas City Council Meeting on February 25, 2025. The purpose of this letter is to update and inform you of the of these changes.

City Manager: Brad McKinney
Assistant City Manager: Travis Sais
Director of Administrative Services: Michael O'Brien

Please make note of the personnel designations above in correspondence to the City of San Dimas OES 130 Designation of Applicants Agent Form. Please get in touch with our office if you require further information.

Sincerely,

Anissa Livas
Sr. Management Analyst
City of San Dimas
alivas@sandimasca.gov



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
For the Meeting of February 25, 2025

From: Brad McKinney, City Manager

Prepared by: Anissa Livas, Sr. Management Analyst

Subject: Approve the Renewal of the General Services Agreement with the County of Los Angeles

SUMMARY

The County maintains a standard agreement with each City to outline the authority of the County to provide a variety of services requested by cities. The agreement also specifies the method by which the City makes service requests and pay for the services provided. The existing five-year agreement is expiring June 30, 2025. The attached document renews the agreement for another five-year term.

RECOMMENDATION

Staff recommends that the City Council:

- Approve the five-year General Services Agreement and authorize the Mayor to execute the agreement.

GOVERNMENT CODE §84308 APPLIES:

<https://leginfo.legislature.ca.gov>

No.

FISCAL IMPACT

The Agreement is general in nature, establishing a framework for potential services. Any service rendered will be at the City's request, and the fiscal impact will vary depending on the scope and nature of those services.

BACKGROUND

The current General Services Agreement (GSA) with the County of Los Angeles expires on June 30, 2025. The renewal five-year agreement will be valid from July 1, 2025, to June 30, 2030.

The GSA is general in nature and provides authority for the County to provide services requested by the City. It also specifies the method by which the City requests and pays for services.

DISCUSSION/ANALYSIS

Services provided under the GSA are available on an "as-needed" basis and include functions such as weed abatement and various public works activities. However, specialized services, such as law enforcement, and animal control are managed through a separate agreement.

The GSA does not obligate the City to utilize County services; instead, it provides a framework for accessing these services when necessary. No services will be provided unless explicitly requested by the City.

ALTERNATIVES

The City Council may choose to not to approve the recommended General Services Agreement with Los Angeles County. If so, the City would lose access to on-demand County services, requiring staff to seek alternative providers, which could result in higher costs.

ENVIRONMENTAL REVIEW

Pursuant to CEQA guidelines Section 15061 (b)(3), CEQA does not apply to this item because there is no potential for causing a significant effect on the environment. Therefore, no additional environmental review is needed at this time.

Respectfully submitted,



Anissa Livas
Sr. Management Analyst

Attachments:

1. County of Los Angeles General Services Agreement: July 1, 2025 - June 30, 2030.

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2025, is made by and between the County of Los Angeles, hereinafter referred to as the "County," and the City of San Dimas, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2030, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2030, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2030, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2025.

The City of San Dimas,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____

By _____
Chair, Board of Supervisors

ATTEST:

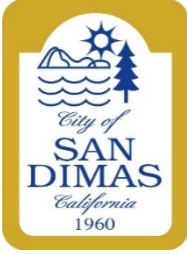
EDWARD YEN
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
For the Meeting of February 25, 2025

From: Brad McKinney, City Manager

Prepared by: Scott Wasserman, Director of Parks & Recreation

Subject: Adopt Resolution 2025-12 Approving the First Amendment to the Lease Agreement between Vincenzo's Terrazza Located at 121 North San Dimas Avenue and the City of San Dimas to Adjust the Monthly Base Rent. Authorize the City Manager to Execute the Agreement in a Form Approved by the City Attorney.

SUMMARY

The First Amendment to the Lease Agreement between the City of San Dimas and Vincenzo's Terrazza would reduce the monthly base rent to \$4,200 for the period of February 1, 2025 to October 31, 2025; allow the City the option to increase the monthly base rent to an amount not to exceed \$6,300 per month for the remainder of the contract term, ending April 30, 2026; and provide two additional one-year extensions with a monthly base rent of \$6,300.

RECOMMENDATION

Staff recommends the City Council:

1. Adopt Resolution 2025-12 Approving the First Amendment to the Lease Agreement for Vincenzo's Terrazza.
2. Authorize the City Manager or his designee to execute the agreement in a form approved by the City Attorney

GOVERNMENT CODE §84308 APPLIES:

<https://leginfo.legislature.ca.gov>

No

FISCAL IMPACT

The fiscal impact is dependent on City Council action. If the City Council approves the recommended action, the fiscal impact will be a loss of \$18,000 in revenue from base rent

payments for the period February – October 2025. For the remaining contract period, November 1, 2025 – April 30, 2026, the City Council will have the option to establish a monthly rent not to exceed \$6,300 based on financials provided by Vincenzo's Terrazza.

BACKGROUND

Vincenzo's Terrazza, Inc. (Tenant) entered into a contact with the City of San Dimas (Landlord) on April 23, 2023, to operate a restaurant in the Walker House. The restaurant provides lunch Monday, Wednesday, Thursday and Friday 11:30 a.m. – 2:30 p.m.; brunch on Saturday and Sunday, 10:30 a.m. – 2:00 p.m.; and dinner Monday-Thursday, 5:00-9:00 p.m. and Saturday, 5:00-10:00 p.m. The current Agreement is set to expire April 30, 2026.

For the first six months of the contract, the tenant did not pay base rent but paid for the cost of utilities associated with restaurant operations. As the contract term progressed, the base rent increased gradually, starting at \$4,200 on November 1, 2023; increasing to \$5,500 February 2024 through April 30, 2025; and rising to \$6,300 May 1, 2025 though April, 2026. In May of 2024, Vincenzo's Terrazza was paying monthly rent of \$5,500 when it requested a \$2,000 per month reduction to \$3,500 per month.

DISCUSSION/ANALYSIS

Before Vincenzo's Terrazza, the Walker House had been without a restaurant since 2020, when its previous occupant shut down operations. Expanding restaurant options remains a priority for residents, so the initial lease with Vincenzo's was welcomed. Without a restaurant, the City fully incurs the cost of maintaining the Walker House as well as paying for utilities costs to facilitate the continued operation of the San Dimas Historical Society on the 2nd floor. The goal of retaining a restaurant while offsetting the total cost of ownership of the Walker House is in the interest of the City and its residents.

Section 4.1(c1) of the Lease Agreement between the City of San Dimas and Vincenzo's Terrazza provides for Tenant and Landlord to enter into negotiation to evaluate changes to Section 4.1 (Rent). The intent of this provision is to allow the two parties to renegotiate changes to the rent and to re-state Section 4.1. In May 2024, the Tenant requested that the monthly rent be lowered to \$3,500 and identified several obstacles associated with operating in the Walker House that were the basis for this request. The obstacles identified were: higher-than-expected utility bills, a downward trend in restaurant spending and the absence of a liquor license provided by the Alcohol Beverage Control ("ABC"). The Tenant is in the process of applying for a liquor license that will allow Vincenzo's to sell hard liquor to generate additional revenue. Vincenzo's continues to make utility reimbursement payments to the City for all primary utilities serving the restaurant space and is also expected to continue generating sales tax revenue for the City in 2025.

City staff reviewed financial information related to the restaurant and determined that it is reasonable to accommodate a monthly rent reduction to ensure continued operations of the restaurant. City staff recommends establishing the monthly rent of \$4,200 for the period February - October 2025, as this is the lowest monthly rent contemplated in the original rental agreement. Under the proposed Amendment, the City Council will have an opportunity to review Vincenzo's Terrazza's financials in October 2025 and will use this information to establish the monthly base rent for the remainder of the contract (November 2025 to April 2026).

Implementing this rent reduction would result in a future revenue loss of \$18,000 for the period February 1, 2025 - October 31, 2025. With the base rent set at \$4,200, these revenues would continue to help cover the ongoing maintenance of the Walker House, including necessary painting of the façade and minor repairs. The proprietor of Vincenzo's Terrazza has communicated to staff that they are confident they can continue to provide restaurant services in the facility if the rent is lowered to \$4,200 per month. If approved by the City Council, the reduction of monthly rent to \$4,200 will be effectuated to begin February 1, 2025.

ALTERNATIVES

The City Council could decide not to reduce the monthly rental rate to \$4,200. Under this scenario, Vincenzo's Terrazza would continue to face financial challenges in operating the restaurant and would be required to pay the current rental rates contemplated in the original Lease Agreement. It is also possible that the restaurant could not sustain operations without the requested rent reduction.

ENVIRONMENTAL REVIEW

Pursuant to CEQA guidelines Section 15061 (b)(3), CEQA does not apply to this item because there is no potential for causing a significant effect on the environment. Therefore, no additional environmental review is needed at this time.

Respectfully submitted,



Scott Wasserman
Director of Parks & Recreation

Attachments:

1. Resolution 2025-12
2. First Amendment to the Agreement Between City of San Dimas and Vincenzo's Terrazza, Inc.
3. Lease Agreement between the City of San Dimas and Vincenzo's Terrazza, Inc.

ATTACHMENT 1

RESOLUTION 2025-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF SAN DIMAS AND VINCENZO'S TERRAZZA

WHEREAS, the City of San Dimas ("City") is the owner of that certain real property located at 121 North San Dimas Avenue, San Dimas, 91773, consisting of parcel APN-8387-011-904 ("Property"); and

WHEREAS, the structure commonly known as the Walker House is located on the Property; and

WHEREAS, the City desires to continue to make the Walker House available as a community asset to San Dimas residents; and

WHEREAS, the City and Vincenzo's Terrazza, Inc. ("Vincenzo's Terrazza") entered into a Lease Agreement on April 23, 2023 to allow Vincenzo's Terrazza to operate a restaurant in the Walker House; and

WHEREAS, the City and Vincenzo's Terrazza now desire to amend the Lease Agreement as set forth in the First Amendment to Lease Agreement between the City of San Dimas and Vincenzo's Terrazza, Inc. ("First Amendment").

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of San Dimas does hereby resolve that:

SECTION 1. The rent reduction contemplated in the First Amendment effective February 1, 2025 serves a public purpose, based on the following findings of fact:

A. The Walker House is included in the California Register of Historical Resources and is listed on the National Register of Historic Places. At the time the Walker House was purchased by the San Dimas Redevelopment Agency in 2000, the structure had badly deteriorated and it has since been restored. The First Amendment, by ensuring the ongoing operation and viability of a restaurant business in the historic Walker House, helps preserve this important historic resource located in the City because the structure is maintained and preserved by the tenant on a day-to-day basis.

B. The First Amendment, by helping to ensure the ongoing operation and viability of a restaurant business in the historic Walker House, enhances downtown City commercial activity, and the restaurant generates sales tax income which the City would not otherwise receive.

SECTION 2. The City Council of the City of San Dimas hereby approves the First Amendment to the Lease Agreement between the City of San Dimas and Vincenzo's Terrazza, substantially in the form attached hereto.

SECTION 3. The City Manager is authorized to execute the First Amendment to the Lease Agreement.

SECTION 4. The City Clerk shall attest and certify the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 25th day of February, 2025.

Emmett G. Badar, Mayor

ATTEST:

Debra Black, City Clerk

I, Debra Black, City Clerk, hereby certify that Resolution 2025-12 was approved by vote of the City Council of the City of San Dimas at its regular meeting of February 25th, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Black, City Clerk

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF SAN DIMAS AND VINCENZO’S TERRAZZA, INC.

This FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF SAN DIMAS AND VINCENZO’S TERRAZZA, INC. (the "First Amendment") is made and entered into this 25th day of February, 2025, by and between the CITY OF SAN DIMAS, a municipal corporation (herein "City" or "Landlord") and VINCENZO’S TERRAZZA, INC., a California corporation (herein "Tenant").

RECITALS

WHEREAS, City and Tenant entered into that certain Lease Agreement (the "Lease") on or about April 13, 2023 for the lease of the City-owned building located at 121 North San Dimas Avenue, commonly known as the Walker House; and

WHEREAS, Section 18.7 of the Lease provides that “[t]his Lease shall not be amended, revised, modified, or revoked at any time without the written agreement of both parties[;]” and

WHEREAS, it is the desire of the City and the Tenant to amend the Lease as set forth in this First Amendment to reduce the monthly Base Rent to \$4,200 effective beginning February 1, 2025 until October 31, 2025, after which time the City may, in its discretion, increase the Base Rent up to \$6,300 per month.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Lease is amended in the following particulars only:

SECTION 1. Section 4.1(c1) of the Lease, “Renegotiation”, is hereby deleted.

SECTION 2. Section 4.1 of the Lease, “Rent”, subsections (d) through (f) shall be amended to read as follows, with subsection (g) of the Lease re-lettered to subsection (i):

“(d) May 1, 2024 to January 31, 2025: Tenant shall pay Base Rent equal to Six Thousand Dollars (\$6,000) per month and Utility Reimbursement.

(e) February 1, 2025 to October 31, 2025: Tenant shall pay Base Rent equal to Four Thousand Two Hundred Dollars (\$4,200) per month and Utility Reimbursement.

(f) Base Rent Increase Option: Beginning October 26, 2025 and through the term of this Lease, not including any Extended Option Terms exercised by Tenant in accordance with Section 2.2, Landlord may, in its sole discretion and at any time, increase the monthly Base Rent to an amount not exceeding Six Thousand Three Hundred Dollars (\$6,300) per month. If Landlord desires to increase monthly Base Rent, it shall provide at least three (3) calendar days written notice of the new Base Rent amount in the month prior to the month in which the Base Rent increase is to take effect. (For example, if Landlord desires to increase the Base Rent effective November 1, 2025, it must provide Tenant written notice of the new Base Rent amount no later than October 29, 2025.) Landlord may increase Base Rent in any month and as

many times as Landlord desires, provided that the Base Rent amount shall not exceed Six Thousand Three Hundred Dollars (\$6,300) per month. In determining whether to increase the Base Rent, Landlord shall review, evaluate, and consider any financial information submitted by Tenant.

(g) November 1, 2025 to April 30, 2026: Tenant shall pay the Base Rent amount as determined by Landlord in accordance with subsection (f) above, and Utility Reimbursement. In the event Landlord does not provide written notice of a new Base Rent amount, then Base Rent will remain at Four Thousand Two Hundred Dollars (\$4,200) per month.

(h) Options to Extend: In the event Tenant exercises Extended Option Terms in accordance with Section 2.2, Tenant shall pay Base Rent for the Extended Option Terms equal to Six Thousand Three Hundred Dollars (\$6,300) per month and Utility Reimbursement.”

SECTION 3. All references in the Lease to Section 4.1(f) shall be revised to refer to both Section 4.1(f) and 4.1(h). All references in the Lease to Section 4.1(g) shall be revised to refer to Section 4.1(i).

SECTION 4. Landlord shall return to Tenant, in the form of a rent credit, any late charges, penalties, or interest incurred by Tenant and collected by Landlord as a result of Tenant’s delinquent rent payments between April 1, 2024 and the date of this First Amendment, which amount is a total of \$669.32.

SECTION 5. Except as expressly provided for in this First Amendment all other provisions of the Lease shall remain in full force and effect.

[Signatures on the next page.]

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment as of the date first written above.

CITY:
City of San Dimas

By: _____
Brad McKinney, City Manager

ATTEST:

Debra Black, City Clerk

Dated: _____, 2025

APPROVED AS TO FORM:

Jeff Malawy, City Attorney

TENANT:
VINCENZO'S TERRAZZA, INC., a California corporation

By: Kathleen Carrano
Name: Kathleen Patricia Carrano
Title: Chief Executive Officer

By: [Signature]
Name: Anthony Fabio Carrano
Title: Secretary

[END OF SIGNATURES]

This page is part of your document - DO NOT DISCARD



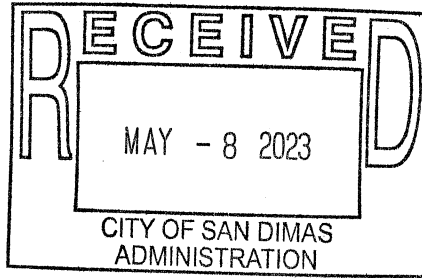
20230288860



Pages:
0036

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

05/03/23 AT 02:11PM



FEES:	0.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	0.00



LEADSHEET



202305032930021

00023406966



014049870

SEQ:
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

**Recording Requested By &
When Recorded Mail to:**

City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773
Attn: City Clerk

23406966



Batch Number: 14049870



APN: 8387-011-904

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from filing/recording fees per Govt. Code §27383

LEASE AGREEMENT

(Walker House – Vincenzo's Restaurant)

THIS LEASE AGREEMENT ("Lease") is made and entered into this 13th day of April, 2023, by and between the **CITY OF SAN DIMAS**, a municipal corporation ("Landlord"), and **VINCENZO'S TERRAZZA, INC.**, a California corporation ("Tenant").

RECITALS

- A.** Landlord is the owner of that certain real property located at 121 North San Dimas Avenue, San Dimas, CA 91773 consisting of parcel (APN 8387-011-904) ("**Property**") and described in **Exhibit A**.
- B.** The Property is improved with a two story historic building utilized and operated as a mixed-used facility with offices and galleries for the local historical society ("**Building**"). The Building is regularly used by City community groups ("**Community Groups**").
- C.** Landlord is willing to lease to Tenant that certain space within the Building which is improved as a fully-equipped restaurant-style kitchen for the sole purpose of operating a restaurant and catering service upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, the parties incorporate the Recitals as set forth herein and agree as follows:

AGREEMENT

1. LEASE.

1.1. Leased Premises. Subject to the terms of this Lease and solely for the uses as authorized in Section 3, Landlord hereby Leases to Tenant and Tenant hereby leases from Landlord ("**Leased Premises**"):

- (i) the exclusive right to use (except as otherwise specified in Section 3.2.3) that portion within the Building as depicted on **Exhibit B** as follows ("**Primary Restaurant Space**")

- (a) "**Kitchen**" consisting of Rooms 106, 118, 121, 123, 128, 134, 135, and 136;

- (b) “**Dining Room**” consisting of Rooms 107, 108, 110, 111, 114, 115 and 116;
 - (c) “**Flex Areas**” consisting of Rooms 112 & 113; and
 - (d) “**Veranda/Patio**” consisting of the veranda and patio; and
- (ii) the non-exclusive right to use the Common Areas (as defined in Section 1.2) subject to all rights reserved by Landlord in this Lease.

Tenant acknowledges that, as of the Effective Date (as defined in Section 2.1), Tenant has inspected the Leased Premises and determined to the best of its knowledge that the Leased Premises are in good order, repair, and condition and suitable for the uses authorized by this Lease and accepts the Leased Premises in AS-IS condition subject to all applicable zoning, laws and matters in the public record. Tenant acknowledges that neither Landlord nor Landlord’s agents or employees have made any representations or warranties as to the Leased Premises including its suitability for the conduct of Tenant’s business except as set forth in this Lease.

1.2. Common Areas. Excluding the Primary Restaurant Space and the other portions of the Building which are leasable (“**Other Leasable Areas**”), those portions of the Building including, but not limited to, the restrooms, hallways, elevator, driveways, parking areas, landscaped areas, walkways, and sidewalks are reserved to the Landlord and are hereinafter referred to as the “**Common Areas**.” The Common Areas which are within the Building consisting of, among other things, the lobby, restrooms, elevator and hallways are hereinafter referred to as the “**Interior Common Areas**.” All other portions of the Common Areas excluding the Interior Common Areas (including, but not limited to, the parking areas and landscaping) are hereinafter referred to as the “**Exterior Common Areas**.” Except as may be proximately caused by the negligence or misconduct of Tenant or its employees, contractors or agents, Tenant shall not be liable for any damage to property of Landlord, or of others, located in, on or about the Common Areas or the other areas of the Property excluding the Leased Premises. Tenant shall not be liable to Landlord or its officers, employees, invitees or representatives for any portion of damage caused by other occupants or persons in the Common Areas or the other areas of the Property excluding the Leased Premises, or the public, or caused by operations in construction of any private, public or quasi-public work, that are not proximately caused by Tenant, or its employees, contractors or agents.

1.3. Reserved Rights. Landlord shall have the right from time to time, in Landlord’s sole discretion, to do any of the following without Tenant’s consent but on not less than twenty-four (24) hours’ notice to Tenant, provided that such changes are compatible with all applicable legal requirements for the Tenant to operate the Leased Premises for its reasonable use under Section 3 hereof:

- i. To make changes to the Common Areas, including without limitation, changes in the location, size, shape and number of driveways, lobby, restrooms, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- ii. To temporarily close any of the Common Areas for maintenance purposes, so long as reasonable access to the Leased Premises remains available for its intended use under Section 3 hereof;

- iii. To add additional buildings and improvements to the Common Areas or to change current improvements in the Common Areas;
- iv. To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Leased Premises, or any portion thereof; and
- v. To do or perform such other acts or make such other changes in, to or with respect to the Common Areas as Landlord may, in the exercise of its reasonable judgment, deem to be appropriate.

Landlord shall exercise its reserved rights in a manner reasonably calculated to avoid material disruption to Tenant's business.

1.4. Leased Personal Property. In addition to the Leased Premises, Tenant shall have the right to use the personal property owned by Landlord and summarized on **Exhibit C** attached hereto ("**Leased Personal Property**"). Tenant shall maintain all the Leased Personal Property in good condition and repair and provide for the reasonable security of same. Tenant shall not destroy, sell, remove or encumber the Leased Personal Property from the Leased Premises without the prior written consent of Landlord. Upon termination of this Lease, all Leased Personal Property shall be returned to Landlord in substantially the same condition and repair as when it was received by Tenant upon taking actual possession of the Leased Personal Property.

1.5. Security.

1.5.1. Limited Security. Security for the Building will consist of normal and customary patrols and availability of the Los Angeles Sheriff's Department.

1.5.2. Security Cameras. Tenant understands that the Building has surveillance cameras on the exterior of the building for enhanced security which may be incorporated to municipality's overall camera network and utilized by the City in such manner as necessary.

1.5.3. Additional Security. Tenant may, at Tenant's sole cost and expense, arrange for additional security services for the Primary Restaurant Space provided the same are approved by Landlord in advance prior to implementation, such consent not to be unreasonably withheld, conditioned or delayed.

1.5.4. Leased Premises. All entrance doors in the Primary Restaurant Space shall be locked when not in use. No locks, bolts or mail slots of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any change be made in existing locks without Landlord's prior consent and a copy of any access card or key is provided to Landlord.

2. TERM AND TERMINATION; RECORDATION.

2.1. Lease Term. This Lease shall commence on April 15, 2023 ("**Effective Date**") and terminate three (3) years thereafter on April 30, 2026 ("**Termination Date**"). The period between the Effective Date and the Termination Date is hereinafter referred to as the "**Initial Term**" which may be extended pursuant to Section 2.2. "**Lease Term**" shall mean the Initial Term and any extension thereof pursuant to Section 2.2.

2.2. Options to Extend. Provided Tenant is not then in Default (as defined in Section 16.1) beyond available notice and cure periods, Tenant has the two (2) successive options to extend this Lease ("**Extension Options**") each for an additional one (1) year period ("**Extended Option Term**") provided Tenant exercises each Extension

Option in writing delivered to Landlord not less than six (6) months prior to the expiration of the then existing Lease Term. If Tenant fails to exercise an Extension Option in the time and manner specified, the Extension Option (and all successive Extension Options) shall automatically terminate and be of no further force or effect. The Rent during each Extension Option period shall be determined pursuant to Section 4.1(f).

- 2.3. Recordation.** Within ten (10) business days of the execution and acknowledgement of this Lease by both parties, Landlord shall cause a copy of this Lease to be recorded in the Official Records of Los Angeles County. Upon termination or exercise of any rights under this Lease or an amendment of this Lease, the parties shall record a copy thereof in the Official Records of Los Angeles County. Upon termination of the Lease, Tenant shall promptly execute, acknowledge and deliver to Landlord any documents reasonably requested by Landlord in order to terminate the Lease of record.

3. USES; OPERATION COVENANTS.

- 3.1. Uses.** Tenant will use the Leased Premises solely and exclusively for operation of a full-service restaurant with beer and wine only (subject to Tenant obtaining a liquor license from the California Department of Alcohol Beverage Control) ("**Liquor License**"), and such food items reflecting an authentic Italian cuisine as proposed by Tenant and no other purposes without the written consent of Landlord ("**Primary Operations**"). Upon execution of this Lease, Tenant shall promptly apply for the Liquor License, or apply for transfer of an existing Liquor License, and Landlord shall cooperate with Tenant's obtaining the Liquor License but at no cost or expense to Landlord. Tenant shall also provide onsite catering for special events for Community Groups as well as offsite catering services ("**Related Operations**") provided (i) any such services shall not negatively impact the Primary Operations; and (ii) all income from such services shall be included in Gross Revenues (as defined in Section 4). The Primary Operations and Related Operations are sometimes jointly referred to herein as the "**Operations.**"

The selection of Tenant was in part based on Tenant's experience and reputation for providing a first-class restaurant experience including fine dining and exceptional service. Tenant confirms that the principals being Kathleen Patricia Carrano and Anthony Fabio Carrano shall commit to a continuing substantial participation in and personal attention to supervising all aspects of the Operations during the Lease Term. Tenant is provided flexibility in customizing menus, amenities, and prices according to the budgets of patrons and clientele in order to meet the separate needs of various patrons. However, Tenant's proposal provides an illustrative description of the cuisine and menu as Tenant serves authentic Italian cuisine made from scratch and provides a romantic and intimate atmosphere for guests.

3.2. Operation Covenants.

- 3.2.1. Commencement of Operations.** Tenant shall commence Operations not more than three (3) months after the Effective Date.

- 3.2.2. Continuous Operations Covenant.** Except for the rights of the City and Community Groups as set forth in Section 3.2.3 and subject to the Force Majeure limitations set forth in Section 18.15, Tenant agrees to be open for business at least for the following days and business hours, excluding national holidays:

Lunch: Monday through Friday 11:30am to 2:30pm

Brunch: Saturday and Sunday 10:30am to 2pm

Dinner: Monday to Thursday 5-9pm and Friday/Saturday 5pm – 10pm

While changes to schedule can be mutually agreed, any changes by the Tenant to reduce the total daily minimum hours of Primary Operations must be approved by Landlord prior to implementation which Tenant must submit in writing together with a detailed explanation and justification. Tenant acknowledges that this continuing operations covenant is material consideration to Landlord especially as Tenant is paying percentage rent based on its income from Operations.

- 3.2.3. Booking Policies and Use Priorities.** The calendar of use and scheduling of the Flex Areas and Veranda/Patio shall be the responsibility of Tenant. The City or Community Groups may use the Flex Areas a maximum of six (6) days per year based upon an annual calendar submitted no later than November of the preceding calendar year. In addition, the City may use portions of or the entire Property and Building (including the Primary Restaurant Space) for use of annual special events when mutually agreed by the Landlord and Tenant. Additional use of the Flex Areas and Veranda/Patio by the City or Community Groups may be available upon approval of the Tenant and upon written request at least one (1) month in advance. Approval may not be unreasonably refused if the requested date is not previously scheduled by Tenant and does not materially impact Tenant Operations on an ongoing basis.
- 3.2.4. Other Leasable Areas.** Tenant acknowledges that Community Groups will occupy and/or use various portions of the Building from time to time and that the Building will be generally open to the general public. Tenant agrees to work cooperatively with the City and these Community Groups and will not be obligated to incur additional expense due to any cooperative activity.
- 3.2.5. Building Custodian.** Tenant shall be responsible for opening and closing the Building on days and times that coincide with its hours of operation for general public use.
- 3.3. Name of Restaurant.** At all times, Tenant shall use the name of “Vincenzo’s Restaurant” and no other name without the prior written approval of Landlord.
- 3.4. Signs.** Tenant shall have the right to install a sign for the Restaurant at its sole cost and expense. The size, quality and location of the sign shall be subject to Landlord’s prior written approval. At Tenant’s sole cost and expense, Tenant shall remove any signs upon termination of this Lease and repair any damage to the Building as a result of the removal.
- 3.5. Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations attached hereto as **Exhibit D (“Rules and Regulations”)**. Landlord may from time to time promulgate and/or modify the Rules and Regulations which shall be binding upon Tenant five (5) business days after Tenant’s receipt of a copy of the amendment or modification. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants, occupants or third parties.
- 3.6. Prohibited Uses.** Tenant shall not sell or permit to be kept, used, displayed or sold in or about the Leased Premises (a) pornographic or sexually explicit books, magazines, literature, films or other printed material, sexual paraphernalia, or other material (in any form electronic or otherwise) which would be considered lewd, obscene or licentious; (b) any article which may be prohibited by standard forms of fire insurance policies; (c) any controlled substances, narcotics, or the paraphernalia related to the

same; or (d) except as specifically permitted pursuant to Section 3.1, hard alcoholic beverages unless expressly permitted by Landlord, in writing and in advance of the storage or consumption of the same. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other parties or injure or annoy them or use or allow or permit the Leased Premises to be used for any improper, immoral, unlawful, or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in or about the Leased Premises, or commit or suffer to be committed any waste upon the Leased Premises.

3.7. Compliance with Laws. Tenant shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities as applicable from time to time in force pertaining to the use of the Primary Restaurant Space (including those applicable to historic sites); except that, to the extent as required by current law, Landlord shall be responsible for compliance of the Leased Premises with the American's with Disabilities Act and applicable building and fire codes.

3.8. Mandatory Disclosure. Pursuant to California Civil Code Section 1938, City provides the following statutory notice to Tenant:

“A Certified Access Specialist (CASp) can inspect the subject Leased Premises and determine whether the subject leased premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject leased premises, the commercial leased premises owner or City may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject leased premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the leased premises.”

City advises Tenant that the Leased Premises has gone through CASp Inspection and the City intends to provide such CASp inspection report to the Tenant. The Landlord does not require the Tenant to make such improvements identified in the CASp report.

4. RENT; SECURITY DEPOSIT.

4.1. Rent. Tenant shall pay to Landlord rent consisting of Base Rent, Percentage Rent and Utility Expenses (all as defined below) (collectively “**Rent**”). Tenant shall pay the Rent to Landlord in arrears with payment made no later than ten (10) days after the end of each calendar month unless otherwise specified in this Lease Agreement.

“**Base Rent**” means the basic monthly rent as specified below for the applicable period.

“**Utility Reimbursement**” means the amount of all Primary Utilities (as defined in Section 6) for the utilities serving the Primary Restaurant Space. Landlord shall provide copies of the bills for the Primary Utilities to Tenant. In the case that any such utility bills are in the name of and paid by the

Tenant, no additional utility reimbursement to the Landlord would be required for such Tenant paid utility bills. While Tenant shall place separated electrical bill which serves the Primary Restaurant Space in Tenant's name, remaining utilities shall be a proportional share based on building occupancy.

(a) Effective Date to October 31, 2023: no Base Rent, Percentage Rent, or Utility Reimbursement payment shall be due.

(b) November 1, 2023 to January 31, 2023: Tenant shall pay Base Rent equal to Four Thousand Two Hundred Dollars (\$4,200) per month and Utility Reimbursement.

(c) February 1, 2023 to April 30, 2024: Tenant shall pay Five Thousand Five Hundred Dollars (\$5,500) per month and Utility Reimbursement.

(c1) Renegotiation: Tenant and Landlord will enter into negotiation to evaluate changes to Section 4.1 to be effective May 1, 2024. If both parties mutually agree, an amendment shall be completed restating Section 4.1 (d, e, and f). If by April 30, 2024, a mutual agreement, approval by City Council, and execution cannot be completed by April 30, 2024, the Lease shall continue as provide by Section 4.1 d, e, and f below.

(d) May 1, 2024 to April 30, 2025: Tenant shall pay Base Rent equal to Six Thousand Dollars (\$6,000) per month and Utility Reimbursement.

(e) May 1, 2025 to April 30, 2026: Tenant shall pay Base Rent equal to Six Thousand Three Hundred Dollars (\$6,300) per month and Utility Reimbursement.

(f) Options to Extend: If an Option to Extend is exercised in accordance with Section 2.2, the Rent for the Option Period(s) shall be no less than the Base Rent equal to such listed in Sections 4.1(d) and 4.1(e), respectively, except as otherwise agreed by Lease Agreement amendment executed by Landlord and Tenant.

(g) Improvement Offset: In the case the Tenant requires to replace a piece of kitchen equipment when initially entering into this Agreement to accommodate the Tenant's specific kitchen needs for more cooking burners, the Tenant shall be responsible for the acquisition and installation of said kitchen equipment at the Tenant's cost initially. Tenant may request and receive a credit of up to \$1,000 per month to offset the actual costs incurred for the purchase and installation of a new piece of kitchen equipment if not already owned or for the installation of the kitchen equipment that is already owned with the reimbursement starting no earlier than the month for which Base Rent is paid by Tenant until the full cost of the kitchen equipment as installed is reimbursed. Any improvement shall be subject to Section 8 and this Agreement.

4.2 Gross Revenues. "Gross Revenues" shall mean all receipts, revenues, income, proceeds of sales and compensation for services of every kind arising from the Operations but excluding the following:

- (i) All taxes collected as direct taxes from customers or in respect of any business conducted at the Building to be paid to competent taxing authorities; and
- (ii) Tips collected for payment to food and beverage service employees.

4.2.1. Reporting Obligations, Records, Inspection and Right to Audit. On a quarterly basis aligning with the Tenant's business year, Tenant shall deliver to Landlord current proforma financial statements including a profit and loss statement, balance sheet and cash flow statement which reflects the full operations of the restaurant located on the Leased Premises. All information provided by Tenant shall be deemed proprietary and not subject to public disclosure except as required by law.

- a. **Records.** Tenant shall keep other such records which allow the reasonable verification of the accuracy and completeness of information provided in balance sheets, profit and loss statements, and cashflow statements. All records shall be kept at Tenant's principal place of business for not less than three (3) years after delivery of the required Monthly Reports; provided that Landlord may inspect the Monthly Reports upon reasonable notice at a reasonable time and place. In the event Landlord wishes to make any copies of the records, they shall be made by Tenant at Landlord's expense.
- c. **Federal and State Filings.** Tenant shall provide to the Landlord copies of its federal and state filings reflecting the operations of the Leased Premises, including but not limited to, federal and state tax return filings.

4.3 Payment; Late Fee; Miscellaneous.

4.3.1 Rent. All Rent shall be made to Landlord as it becomes due in lawful money of the United States of America at such place as shall be designated by Landlord in writing to Tenant from time to time without deduction, abatement, offset, prior notice or demand, except as set forth in Section 4.1(g) above.

4.3.2 Late Charge. If Tenant fails to pay Rent within ten (10) days after the same is due, or in the case of Utility Reimbursement, ten (10) days after presentation of proportional share of utility bills not otherwise paid, then Tenant shall pay to Landlord an additional two and one-half percent (2.5%) of the amount of the Rent as liquidated damages, it being agreed that such amount represents a reasonable estimate of the losses, costs and expenses that Landlord will suffer in such circumstances. Acceptance of Rent without the late charge will not constitute a waiver of Tenant's default with respect to such nonpayment of the late charge by Tenant, nor prevent Landlord from exercising all other rights and remedies available under this Agreement. Landlord's failure to require or collect the late charge in any one or more instances shall not constitute a waiver of the right to collect subsequent late charges.

4.4 Security Deposit. Concurrently with the execution of this Lease, Tenant shall deposit with Landlord a security deposit of Six Thousand Dollars (\$6,000) (**Security Deposit**). The Security Deposit shall secure the full and faithful performance of each provision of this Lease to be performed by Tenant. Landlord shall not be required to pay interest on the Security Deposit or to keep the Security Deposit separate from Landlord's own funds. If Tenant fails to perform fully and timely all or any of Tenant's covenants and obligations, Landlord may, but without obligation, apply all or any portion of the Security Deposit toward fulfillment of Tenant's unperformed covenants and/or obligations. If Landlord does so apply any portion of the Security Deposit, Tenant shall immediately pay Landlord sufficient cash to restore the Security Deposit to the original amount of the Security Deposit. Landlord may require the Security Deposit to be increased if the Security Deposit does not constitute two (2) months of monthly Base Rent and Percentage Rent, after reasonable notice to Tenant is provided by Landlord. After Tenant vacates the Leased Premises, upon the expiration or sooner termination of this Lease, if Tenant is not then in default, Landlord shall return to Tenant any unapplied balance of the Security Deposit.

5. TAXES.

5.1. Mandatory Disclosure. Notice is hereby given to Tenant pursuant to California Revenue and Taxation Code Section 107.6 and Health and Safety Code Section 33673 that the interest of Tenant created in the Lease Premises pursuant to this Lease may be subject to real property taxation and accordingly Tenant may be subject to the payment of property taxes levied on said possessory interest.

5.2. Payment of Taxes. Tenant shall pay prior to delinquency any and all personal property taxes and possessory interest taxes attributable to the Leased Premises, but excluding any real property taxes associate with the Property, which shall be payable by Landlord. Possessory interest taxes shall not be considered real property taxes for purposes of the preceding sentence. Tenant shall indemnify, defend and hold harmless Landlord against any and all such taxes, fees, penalties or interest assessed, or imposed against Landlord hereunder. In the event Tenant fails to timely pay any tax, assessment, fee, penalty or interest, Landlord, at its option, shall have the right to pay such charge and treat such payment as additional rent to be charged to Tenant and paid by Tenant to Landlord within five (5) days after receipt of written notice from Landlord. Tenant shall be solely responsible for the payment of all taxes attributable to its operations, including but not limited to, sales taxes and income taxes.

6. UTILITIES. During the Lease Term, Landlord shall cause water, sewer, gas, heat, electricity, garbage disposal, and trash disposal to be provided to the Property ("**Primary Utilities**"). Tenant covenants to be environmentally responsible in use of the utilities (especially water and electricity) and, upon notice, shall comply with reasonable requirements imposed by Landlord. Tenant shall not exceed the capacity of any of the utility systems serving the Leased Premises as Landlord may advise Tenant in writing. In the event of such a violation, Tenant shall be fully responsible for all repair costs associated with Tenant's exceeding the capacity of the utility system(s). Tenant shall be solely responsible for telephone, cable and internet services as needed by Tenant for the Leased Premises. As provided in Section 4.1, Tenant shall reimburse Landlord the cost of all Primary Utilities provided to the entire Property. Landlord shall timely provide a copy of all bills for the Primary Utilities to Tenant and Tenant shall provide proof of payment to Landlord on a monthly basis. In the case that certain or all Primary Utilities are placed in the name of the Tenant and promptly paid by Tenant, the obligation for payment of such utilities

will be deemed complete. In the event, Tenant fails to timely pay any Primary Utilities, Landlord, at its option, shall have the right to pay such charges and treat such payment as additional rent to be charged to Tenant and paid by Tenant to Landlord within five (5) days after receipt of written notice from Landlord. Tenant shall be solely responsible for the payment of all Primary Utilities attributable to the entire Building whether paid by Tenant or Landlord.

7. REPAIRS AND MAINTENANCE.

7.1. Tenant Obligations.

7.1.1. Leased Premises. Commencing with the Effective Date, Tenant, at its sole cost and expense, shall at all times maintain the Primary Restaurant Space securely and in good condition and repair in a neat, clean and attractive condition. Tenant shall, at Tenant's sole cost and expense, use commercially reasonable efforts to keep the Primary Restaurant Space free from any insects, pests or vermin at all times. Prior to employing a licensed exterminator, Tenant shall notify Landlord in writing specifying the work to be done and the name of the contractor for Landlord's prior written approval.

Any and all repairs and replacements shall be of a quality equal to or exceeding that of the original. If Tenant fails to make reasonable progress for any repair and replacement or otherwise so maintain the Primary Restaurant Space for a period of fifteen (15) days after written demand by Landlord, then Landlord may enter the Leased Premises and make such repairs or replacements and Tenant will promptly pay to Landlord the documented out-of-pocket costs incurred by Landlord in making such repairs or replacements together with interest thereon at the maximum rate permitted by law from the date of commencement of the work until repaid.

7.1.2. Duty to Notify. Tenant will promptly notify Landlord of any repairs or maintenance which are needed to the areas which are Landlord's responsibility under Section 7.2.

7.2. Landlord's Repair and Maintenance Obligations.

7.2.1. Common Areas. At Landlord's sole cost and expense, Landlord shall be solely responsible for maintaining the Common Areas in good condition and repair in a neat, clean and attractive condition on a reasonable schedule which Landlord will provide to Tenant. Landlord shall provide cleaning products, bathroom supplies, and light-bulbs for use in the Interior Common Areas only. Tenant shall notify if any additional supplies are required from time to time.

7.2.2. Building. Landlord shall, at its sole cost and expense, be responsible to maintain and repair all structural portions of the Building including, the roof, walls, foundations and the plumbing and electrical systems. Landlord shall also be responsible to repair or replace any fixtures in the restrooms provided the damage was not caused by the negligence of Tenant or its employees, agents or contractors.

8. IMPROVEMENTS AND ALTERATIONS. Tenant shall not make any modifications or alterations to the Leased Premises without the prior written approval of Landlord. If Tenant proposes any modifications or alterations which are approved by Landlord in writing, they shall be at Tenant's sole cost and expense ("**Approved Improvements**"). Any Approved Improvements shall comply with all of the following: (i) must be reflected on a reasonably detailed set of plans and specification provided to the Landlord for its review and approval; (ii) not commenced prior to providing at least

thirty (30) days prior written not to Landlord of the scheduled construction commencement date so Landlord can take appropriate action to protect the Property from liens, if it elects; (iii) be promptly commenced as of the scheduled construction commencement date and diligently prosecuted to completion in accordance with the approved plans and specifications at Tenant's sole cost and expense; (iv) constructed only by a licensed California contractor which provides reasonable evidence of insurance naming Landlord as an additional insured and satisfying Landlord's requirements and in accordance with the approved plans; (v) construction shall not unreasonably interfere or impede the access to the Common Areas; (vi) fully comply with all applicable building and fire safety codes and all ordinances; and (vii) no liens shall be placed on the Property for such construction which lien is not released within ten (10) days of such filing, either by payment or by securing and recording an appropriate bond in accordance with California law.

For any Approved Improvements, Landlord agrees, when requested by Tenant, to execute and deliver any applications, consents, or other instruments required to permit Tenant to do this work or to obtain permits for the work; provided, that Landlord retains all rights in its governmental capacity to review and approve or deny or conditionally approve such permits.

Tenant shall keep the Leased Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Leased Premises for the Approved Improvements. If any such lien is filed, Tenant shall, within ten (10) days of such filing, obtain the release of such lien either by payment of same or by securing and recording an appropriate bond in accordance with California law. If Tenant does not cause the release of the lien, Landlord may do so and Tenant shall reimburse Landlord within three (3) days of receipt of Landlord's written demand. Tenant will indemnify, defend and hold harmless Landlord for all liens, claims, or damages (including reasonable attorney's fees and costs) caused by remodeling, improvements, additions, alterations, and major repairs.

Any alterations and improvements made to the Leased Premises shall become the property of Landlord and shall remain on and be surrendered with the Leased Premises at the expiration or sooner termination of this Lease, including any renewals or extensions.

9. RIGHT OF ENTRY. Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Leased Premises at all reasonable times upon reasonable prior notice to inspect the Leased Premises to determine whether Tenant is complying with the terms of this Lease and to do other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises under this Lease, to show the Leased Premises for any prospective purchasers or lenders or to perform Landlord's duties under this Lease. Landlord and Landlord's agents shall have the right to enter the Leased Premises at any time in the case of an emergency. All such activities of Landlord shall be without abatement of rent or liability to Tenant. **SPECIAL NOTE:** Nothing in this Lease shall restrict Landlord when acting as the municipal authority (City) responsible for health and safety from acting in accordance with its powers applicable to all parts of the City.

10. SURRENDER OF PREMISES; HOLDING OVER. On the expiration or termination of this Lease, Tenant shall promptly surrender and deliver the Leased Premises and the Leased Personal Property to Landlord in substantially the same condition and repair as when it was received by Tenant upon taking actual possession of the Leased Personal Property subject to reasonable wear and tear and shall surrender all keys to the Leased Premises or, in the event of the loss of any keys, Tenant shall reimburse Landlord for the cost of replacing same. At the expiration of this Lease, if Tenant holds over for any reason, it is agreed, in absence of a written agreement to the contrary, tenancy shall then be from month-to-month only and not a renewal of

this Lease, or an extension for any further term. Tenant shall pay monthly rent in the same amount as previously required under this Lease, and the month-to-month tenancy shall be subject to every other term, covenant and condition in this Lease that is consistent with and not contrary to a month-to-month tenancy.

11. DAMAGE AND DESTRUCTION; CONDEMNATION; DISPOSITION. If the Building is damaged or destroyed, whether partially or entirely, Landlord may elect, in its sole discretion, to repair, restore, or reconstruct the damaged building or to terminate this Lease. Landlord shall have no obligation to rebuild the Building. Within thirty (30) days of any destruction, Landlord shall provide notice to Tenant as to whether it will terminate this Lease or restore the Building and the estimated time to accomplish same. If the restoration is estimated to be more than six (6) months, Tenant shall have the right to elect to terminate this Lease by providing written notice to Landlord within thirty (30) days of Landlord's election notice. If Landlord elects to restore the Building, Landlord shall promptly commence and diligently pursue such restoration of the Building. Tenant shall owe no Rent under this Lease for any day that Tenant does not conduct any Operations while the Building is being restored. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or of any damage or defects in the Leased Premises or any fixtures or equipment therein. In the event that the damage was caused by Tenant or its employees, contractors or agents, Tenant shall be responsible to compensate Landlord for all damages. In the event that all or any portion of the Property is taken by eminent domain or disposed under Redevelopment and/or Successor Agency law, all proceeds shall be paid only to Landlord and Tenant shall have no claim for any proceeds or damage from such action and, if after the taking or disposition, the Leased Premises will not be reasonably suitable for Tenant's operations, either party may terminate this Lease by written notice delivered to the other party within thirty (30) days of notice of such taking or disposition action.

12. WAIVERS OF LIABILITY AND INDEMNITY. Except as may be proximately caused by the gross negligence or willful misconduct of Landlord or its employees, contractors or agents, Landlord shall not be liable for any damage to property of Tenant, or of others, located in, on or about the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable to Tenant or its officers, employees, invitees or representatives for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other places or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable to Tenant or its officers, employees, invitees or representatives for any such damage caused by other occupants or persons in the Leased Premises, or the public, or caused by operations in construction of any private, public or quasi-public work, that are not proximately caused by Landlord, or its employees, contractors or agents. Landlord shall not be liable for any latent defects in the Leased Premises thereon at any time after the Effective Date. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be proximately caused by the acts or omissions of Landlord, or its employees, contractors or agents.

To the end of ensuring non-liability of Landlord under this Lease, Tenant shall defend, indemnify and hold harmless Landlord, and its officers, employees, invitees and agents, from and against any and all claims, actions, costs, expenses, judgments, awards, liabilities, penalties and demands whatsoever, together with reasonable attorney's fees and court costs (collectively "**Damages**") arising out of or concerning the activities of Tenant under this Lease, including, but not limited to, injury or death or damage to persons or property of invitees, agents, or employees

of Landlord, Tenant or others, occurring in, on or about the Leased Premises and any resulting from hazardous materials brought to the Leased Premises by or on behalf of Tenant by any of its officers, employees, invitees or agents; provided, that Tenant's obligation to indemnify and hold harmless shall only be to the extent Tenant or any of its officers, employees, agents or invitees caused the Damages. If any action or proceeding in connection with any such matters is brought against Landlord, or any of its officers, employees, invitees or agents, notice shall be given to Tenant and Tenant shall be furnished with a copy of any papers served. Landlord shall have the right to defend any such action or proceeding, employing legal counsel selected by it. As between Landlord and Tenant, Landlord shall not be responsible or liable in any way for the presence of any toxic or Hazardous materials brought onto the Leased Premises by Tenant or any of its officers, employees, agents or invitees, including compliance with any requirements imposed by applicable governmental authorities; provided, that Landlord shall be responsible and liable for the presence of any toxic or Hazardous materials that were present on the Leased Premises before the Effective Date. Termination of this Lease notwithstanding, the provisions of this Section shall continue in full force and effect as to any claims or other matter listed therein, without limitation in time by virtue or any other provisions of this Lease. Any acceptance by the Landlord of insurance certificates and endorsements does not relieve Tenant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause also shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease in whole or in part, nor sublet or license all or any part of the Leased Premises, without the prior written consent of Landlord which consent may be withheld by Landlord unless such assignee or subtenant: (i) is financially responsible as evidenced by financial statements and other evidence reasonably acceptable to Landlord; (ii) Landlord is provided evidence and assurance that assignee can conduct the Operations and generate the maximum income to maximize the rent paid to Landlord; and (iii) no amount is paid by assignee to Tenant for the assignment and/or there is no sublease rent paid to Tenant. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Irrespective of any assignment or sublease, Tenant shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Agreement. A transfer of *any* ownership interest in Tenant shall be deemed an assignment under this Lease. No interest of Tenant in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment: (i) if Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors,; or, if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity makes an assignment for the benefit of creditors, (ii) if a writ of attachment or execution is levied on this Lease or (iii) if, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Leased Premises. An involuntary assignment shall constitute a Default by Tenant, and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant. Any assignment or sublease of the Leased Premises without the prior written consent of CITY shall be a material default of this Lease.

14. ESTOPPEL AND SUBORDINATION. Within twenty (20) business days after notice from Landlord, Tenant shall execute, acknowledge and deliver to Landlord or its designee an estoppel certificate and or subordination agreement in a form reasonable requested by Landlord. Tenant's failure to deliver such documents within the specified time period shall be a material default under this Lease. In addition, Tenant agrees to provide such financial statements of Tenant as may be reasonably required by Landlord or such lender or prospective purchaser.

15. INSURANCE.

- 15.1. Liability Insurance Coverage.** Tenant, at its sole expense, shall obtain prior to entering onto the Property and/or commencing any activity described in this Lease, and shall maintain during the entire Lease Term, comprehensive general liability insurance, including, but not limited to, owned and non-owned vehicle liability, personal injury, blanket contractual, broad form property damage, product/completed operations liability coverage and host liquor coverage (and such other coverage regarding the sale of liquor as Landlord may require) shall be on a per occurrence basis and shall have limits of not less than Two Million Dollars (\$2,000,000) combined single-limit per occurrence for bodily injury, personal injury and property damage liability. Tenant shall also maintain insurance on its personal property for its full replacement cost.
- 15.2. Worker's Compensation Insurance.** Tenant and all persons performing work for, or on behalf of Tenant, including, but not limited to, their contractors or sub-contractors, shall, at Tenant's own cost and expense, procure and maintain during the performance of the said work, a policy of workers' compensation insurance and employer's liability insurance in such amount as to willfully comply with the laws of the State of California.
- 15.3. Liquor Liability Insurance.** Tenant shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- 15.4. Miscellaneous.** All of the above policies of insurance, except workers' compensation insurance, shall name Landlord, its officers, employees, and agents as additional insureds. The insurance required by this Lease shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager or designee of the Landlord due to unique circumstances. The insurer shall waive all rights of subrogation and contribution it may have against Landlord, its officers, employees and agents and their respective insurers. Proof all policies required under this Section 15 are in effect shall be provided to Landlord prior to the Effective Date and thereafter after at least thirty (30) days prior to expiration of the then current policy. Tenant shall not occupy the Leased Premises nor conduct any business operations thereupon until Tenant has provided Landlord with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages which are approved by Landlord. Tenant shall comply with additional insurance requirements that Landlord may impose from time to time including increasing the amounts of insurance required by Section 15.1. Tenant shall be solely responsible to maintain any other insurance for its own protection.

Proof of insurance. Tenant shall provide certificates of insurance and required endorsements to Landlord as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Landlord's Risk Manager prior to commencement of performance. Current certification of insurance shall be maintained, and Tenant shall provide updated certification of insurance to Landlord no later than thirty (30) days prior to expiration of current coverage and shall be kept on file with Landlord for the contract period and any additional length of time required thereafter. Landlord reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Tenant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property or financial loss which may arise from or in connection with the Tenant's use or occupancy of Building and adjoining property.

Primary/non-contributing. Coverage provided by Tenant shall be primary, and any insurance or self-insurance procured or maintained by Landlord shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance policies shall include or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Landlord before Landlord's own insurance or self-insurance shall be called upon to protect it as a named insured.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Landlord, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Tenant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Tenant hereby waives its own right of recovery against Landlord and shall require similar written express waivers and insurance clauses from each of its vendors.

Notice of cancellation. Tenant agrees to oblige its insurance agent or broker and insurers to provide the Landlord with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Tenant's insurers are unwilling to provide such notice, then Tenant shall have the responsibility of notifying the Landlord immediately in the event of Tenant's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that Landlord and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by Landlord.

Enforcement of agreement provisions (non estoppel). Tenant acknowledges and agrees that any actual or alleged failure on the part of Landlord to inform Tenant of non-compliance with any requirement imposes no additional obligations on Landlord nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this section, are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Tenant maintains higher limits than the minimums shown above, Landlord requires and shall be entitled

to coverage for the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Landlord.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Landlord and approved of in writing.

Landlord's right to revise specifications. Landlord reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Tenant at least thirty (30) days advance written notice of such change. However, Landlord reserves the right to give less than thirty (30) days' notice if Landlord first becomes aware of an issue and needs to change the amounts and types of insurance within thirty (30) days of the scheduled event.

Additional insurance. Tenant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its use or occupancy of the Building and adjoining property.

Timely notice of claims. Tenant shall give Landlord prompt and timely notice of claims made or suits instituted that arise out of or result from Tenant's use or occupancy of the Building and adjoining property, and that involve, or may involve, coverage under any of the required liability policies.

16. DEFAULT

16.1. Default. The occurrence of any of the following events shall constitute a default on the part of Tenant under this Lease ("**Default**"):

- a. Payment.** A failure by Tenant to pay any sum due under this Lease within five (5) business days after written notice that such payment is due.
- b. Operation Covenants.** Tenant materially breaches the operation covenants in Section 3.2.
- c. Performance of Lease Terms.** Tenant's failure to perform any of the terms, covenants, agreements or conditions of this Lease to be observed or performed by Tenant which default has not been cured within fifteen (15) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the fifteen (15) day period, Tenant shall not be deemed to be in default if within such period Tenant shall promptly commence such cure and thereafter diligently prosecute the same to completion.
- d. Abandonment.** The abandonment of the Leased Premises.
- e. Bankruptcy.** The bankruptcy or insolvency of Tenant, any transfer by Tenant to defraud creditors, any assignment by Tenant for the benefit of creditors, or the commencement of any proceedings of any kind by or against Tenant under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act unless, in the event any such proceedings are involuntary, Tenant is discharged from the same within sixty (60) days thereafter; the appointment of a receiver for a substantial part of the assets of Tenant; or the levy upon this Lease or any estate of Tenant hereunder by any attachment or execution.

- f. Failure to Comply.** Tenant's failure to comply with the provisions contained in Sections 3, 4, 5, 6, 7, 13, 15, or Exhibit D which default has not been cured within thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the thirty (30) day period, Tenant shall not be deemed to be in default if within such period Tenant shall promptly commence such cure and thereafter diligently prosecute the same to completion.

In addition, any notice required to be given by Landlord under this Lease shall be in lieu of, and not in addition to, any notice required under Section 1161 of the California Civil Code of Procedure.

- 16.2. Remedies.** In the event of a Default by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such Default:

- i. Continue Lease.** Pursue the remedy described in California Civil Code Section 1951.4 whereby Landlord may continue this Lease in full force and effect after Tenant's breach and recover the rent (including the Special Rent, if applicable) and any other monetary charges as they become due, without terminating Tenant's right to sublet or assign this Lease, subject only to reasonable limitations as herein provided. During the period Tenant is in Default, Landlord shall have the right to do all acts necessary to preserve and maintain the Leased Premises as Landlord deems reasonable and necessary, including removal of all persons and property from the Leased Premises, and Landlord can enter the Leased Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Leased Premises, including, without limitation, brokers' commissions, expenses of remodeling the Leased Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining Term.
- ii. Perform.** Pay or perform such obligation due (but shall not be obligated to do so), if Tenant fails to pay or perform any obligations when due under this Lease within the time permitted for their payment or performance. In such case, the actual documented out-of-pocket costs incurred by Landlord in connection with the performance of any such obligation will be additional rent due under this Lease and will become due and payable on demand by Landlord.
- iii. Terminate.** Terminate Tenant's rights to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, the following: (A) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (B) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that is proved could have been reasonably avoided; plus (C) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that is proved could be reasonably avoided; plus (D) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus (E) at Landlord's election, such other

amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. In addition, Landlord shall be entitled to recover from Tenant the unamortized portion of any Tenant improvement allowance, free rent or other allowance provided by Landlord to Tenant and any brokerage commission or finder's fee paid or incurred by Landlord in connection with this Lease (amortized with interest at the Interest Rate on a straight line-basis over the Lease Term of this Lease.) Upon any such termination of Tenant's possessory interest in and to the Leased Premises, Tenant (and at Landlord's sole election, Tenant's subtenants) shall no longer have any interest in the Leased Premises, and Landlord shall have the right to make any reasonable repairs, alterations, or modifications to the Leased Premises which Landlord in its sole discretion deems reasonable and necessary. The "worth at the time of award" of the amounts referred to in subparagraphs (A) and (B) above is computed by allowing interest at the maximum rate an individual is permitted by law to charge. The worth at the time of award of the amount referred to in subparagraph (C) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

iv. Additional Remedies. Pursue any other legal or equitable remedy available to Landlord. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the rate of ten percent (10%) per annum until paid to Landlord.

17. DEFAULT BY CITY; TRANSFER. Landlord shall be in default if Landlord fails to perform any of the covenants or conditions required on its part to be performed pursuant to this Lease, where such failure continues for a period of thirty (30) days after receipt of written notice from Tenant specifying the nature and extent of such default in detail; provided, that if such default is of a nature it cannot reasonably be cured within a thirty (30) day period, then Landlord shall have such additional time as may be required to effect such cure, but only if Landlord commences the cure within such thirty (30) day period. Neither Landlord nor any of its officers, employees, or agents shall be personally liable. In the event Landlord shall sell, convey, transfer or exchange the Property, Tenant agrees to recognize and attorn to the purchaser or transferee, as landlord hereunder and Landlord shall be and is relieved and released from any liability under any and all of its covenants and obligations under the Lease arising out of any act, occurrence or event arising after such sale, conveyance, transfer or exchange.

18. MISCELLANEOUS.

18.1. Entire Agreement. This Lease contains all agreements and understandings of the parties and supersedes and cancels any and all prior or contemporaneous written or oral agreements, instruments, understandings, and communications of the parties with respect to the subject matter herein.

18.2. No Brokerage Commission. Each party represents that it has not had dealings with any real estate broker, finder or other person, with respect to this Lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claim that may be asserted against the other party by any broker, finder, or other person with whom the other party has or purportedly has dealt.

18.3. Rights Cumulative. The rights and remedies of each party specified in this Lease shall be cumulative and shall inure to the benefit of the parties and its respective

successors and assigns and be in addition to any other rights and remedies provided by law.

- 18.4. No Partnership.** Landlord is not, in any way or for any purpose, a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant by reason of this Lease.
- 18.5. Quiet Possession.** Landlord covenants that Tenant, on the performance of its promises, conditions and covenants set forth in this Lease, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Term of this Lease.
- 18.6. Authority.** Each person signing this Lease on behalf of Tenant represents and warrants to Landlord it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against Tenant.
- 18.7. Amendment.** This Lease shall not be amended, revised, modified or revoked at any time without the written agreement of both parties.
- 18.8. Time.** Time is expressly declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.
- 18.9. Interest.** Any sums not paid when due shall bear interest at the rate of ten percent (10%) per annum but not to exceed the maximum rate allowed by law.
- 18.10. Binding Effect.** This Lease shall be binding on the parties, their representatives, successors, and assigns.
- 18.11. Governing Law.** This Lease shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in the County of Los Angeles shall be the sole venue and jurisdiction for the bringing of such action.
- 18.12. Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, then the remainder of this Lease, or the application for such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.
- 18.13. Attorney's Fees.** If either party commences litigation against the other under this Lease, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.
- 18.14. Notices.** Any notice herein required or permitted to be given shall be deemed given (i) three (3) days following the date the same is mailed, by United States certified mail, postage prepaid, return receipt requested, properly addressed to the party; or (ii) one (1) day following the date the same is mailed by a national overnight delivery service prepaid and delivery receipt requested, properly addressed to the party. Notices personally delivered shall be deemed given as of the date of personal delivery. Until changed, as hereinafter provided, notices and communications to the parties shall be addressed as follows:

To Landlord: City of San Dimas
 245 E Bonita Avenue
 San Dimas, CA 91773
 Attn: City Manager

With Copy to: City of San Dimas
 245 E Bonita Avenue.
 San Dimas, CA 91773
 Attn: City Attorney

To Tenant: Vincenzo's Terrazza, Inc.
 232 South Citrus Avenue
 West Covina, CA 91791
 Attn: Chief Executive Officer

With Copy to Tenant
 (after Effective Date): Vincenzo's Terrazza, Inc.
 121 N. San Dimas Ave
 San Dimas, CA 91773
 Attn: Chief Executive Officer

Either party may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

- 18.15. Force Majeure.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, pandemics, quarantines, inability to procure materials, failure of power, governmental moratorium, riots, insurrection, war or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability), then performance of such act can be excused for the period of such delay when requested by Tenant in writing and granted by Landlord, which shall not be unreasonably withheld.
- 18.16. Construction.** The provisions contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Lease. The headings contained in this Lease are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Lease. The invalidity or unenforceability of any particular provision of this Lease shall not affect the validity or enforceability of the other provisions. In the event of invalidity or unenforceability of a particular provision, this Lease shall be construed in all respects as if the invalid or unenforceable provisions were omitted.
- 18.17. Waivers.** Either party's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of the other party.
- 18.18. Survival.** All indemnity obligations of Tenant under this Lease shall survive termination of this Lease.
- 18.19. Counterparts.** This Lease may be executed in several counterparts of which each shall be deemed a duplicate original but all of which shall constitute a single document.

18.20. Exhibits. Exhibits A, B, C and D attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

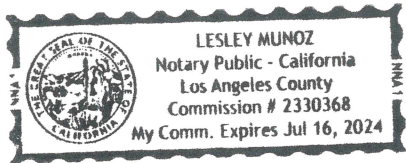
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles

On April 13, 2023 before me, Lesley Muñoz Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chris Constantin
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Lesley Muñoz
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lease Agreement

Document Date: 04/13/2023 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

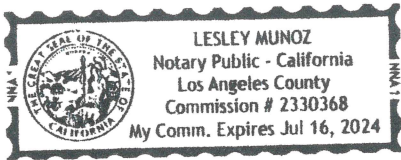
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Los Angeles }
On April 26, 2023 before me, Lesley Muñoz Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey Malawy
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Lesley Muñoz
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lease Agreement

Document Date: 04/13/2023 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

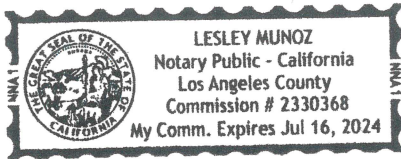
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }
On April 26, 2023 before me, Lesley Muñoz Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Debra Black
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Lesley Muñoz
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lease Agreement

Document Date: 04/13/2023 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates specified below.

LANDLORD:

CITY OF SAN DIMAS,
a municipal corporation

By: 
Chris Constantin, City Manager

ATTEST:


Debra Black, City Clerk

Dated: 4/26, 2023

APPROVED AS TO FORM:

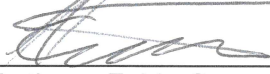
ALESHIRE & WYNDER, LLP

By: 
Jeffrey Malawy, City Attorney

TENANT:

VINCENZO'S TERRAZZA, INC.,
a California corporation

By: 
Kathleen Patricia Carrano
Chief Executive Officer

By: 
Anthony Fabio Carrano
Secretary

SEE ATTACHED
CERTIFICATE
04/13/2023

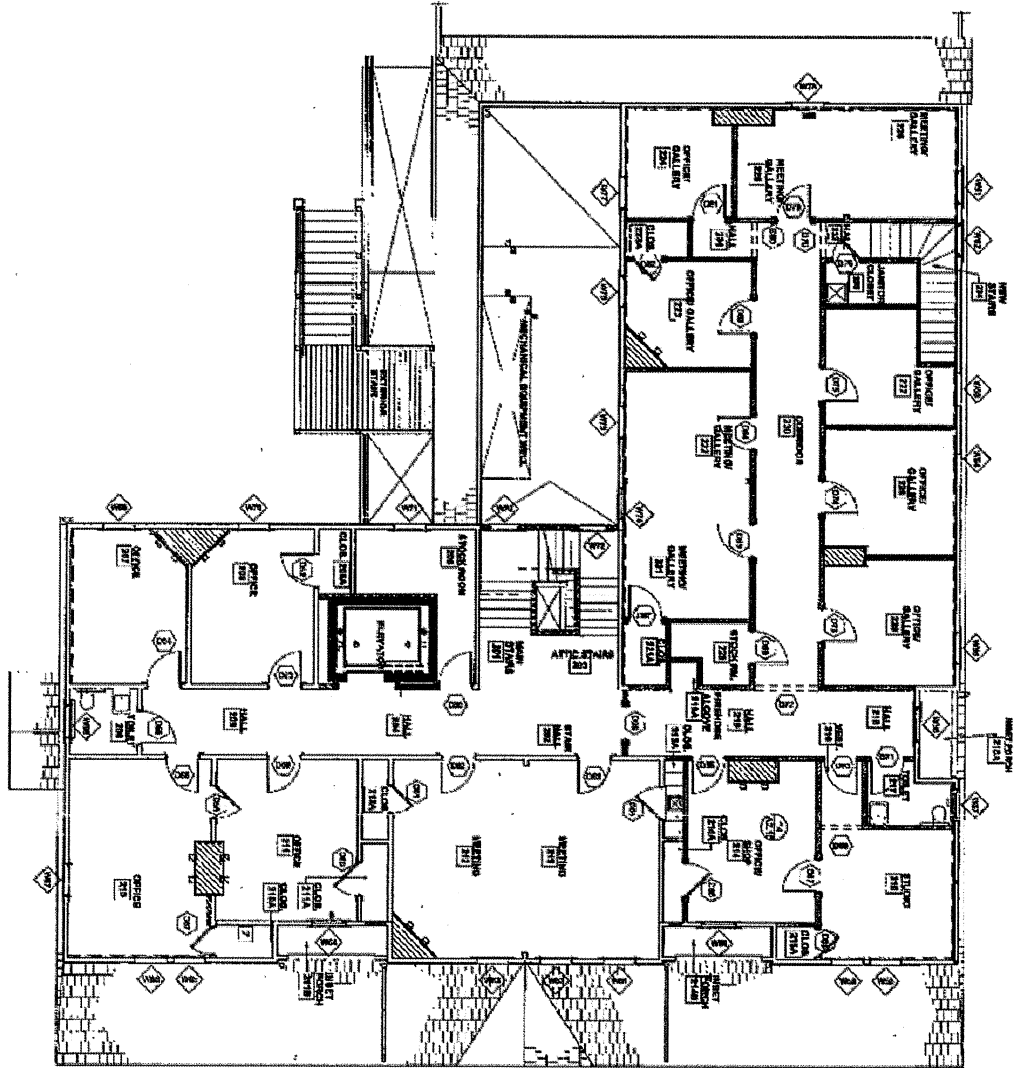
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of San Dimas, County of Los Angeles, State of California, legally described as follows:

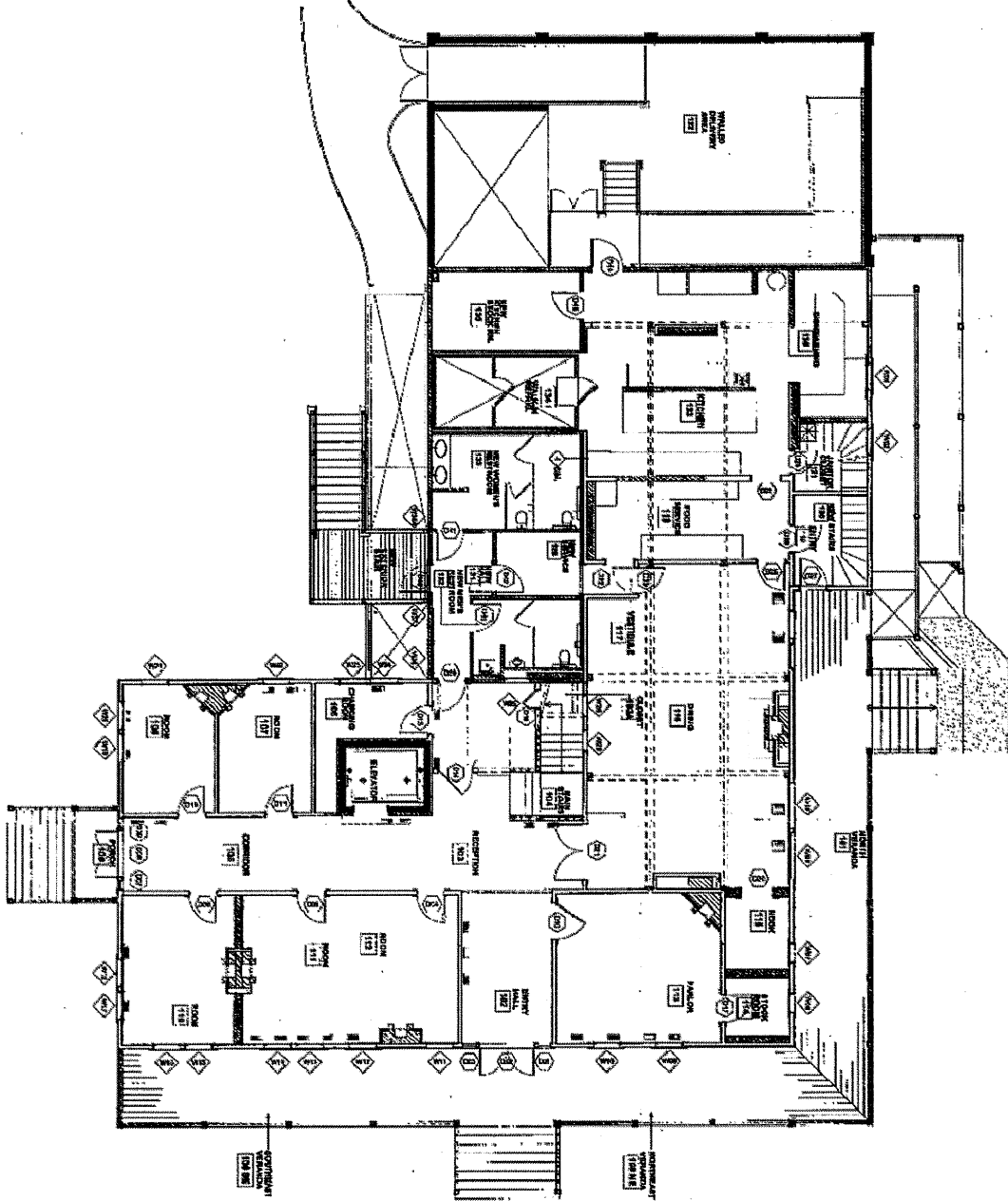
ALL OF LOTS 445, 448 AND 451, AND THE EAST ONE-HALF OF LOT 454 OF THE TOWN OF SAN DIMAS, IN THE CITY OF SAN DIMAS, AS PER MAP RECORDED IN BOOK 16, PAGES 53 AND 54 OF MAPS. OM THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B
SITE PLAN DEPICTING BUILDING INTERIOR

SECOND FLOOR PLAN



FIRST FLOOR PLAN



BASEMENT PLAN

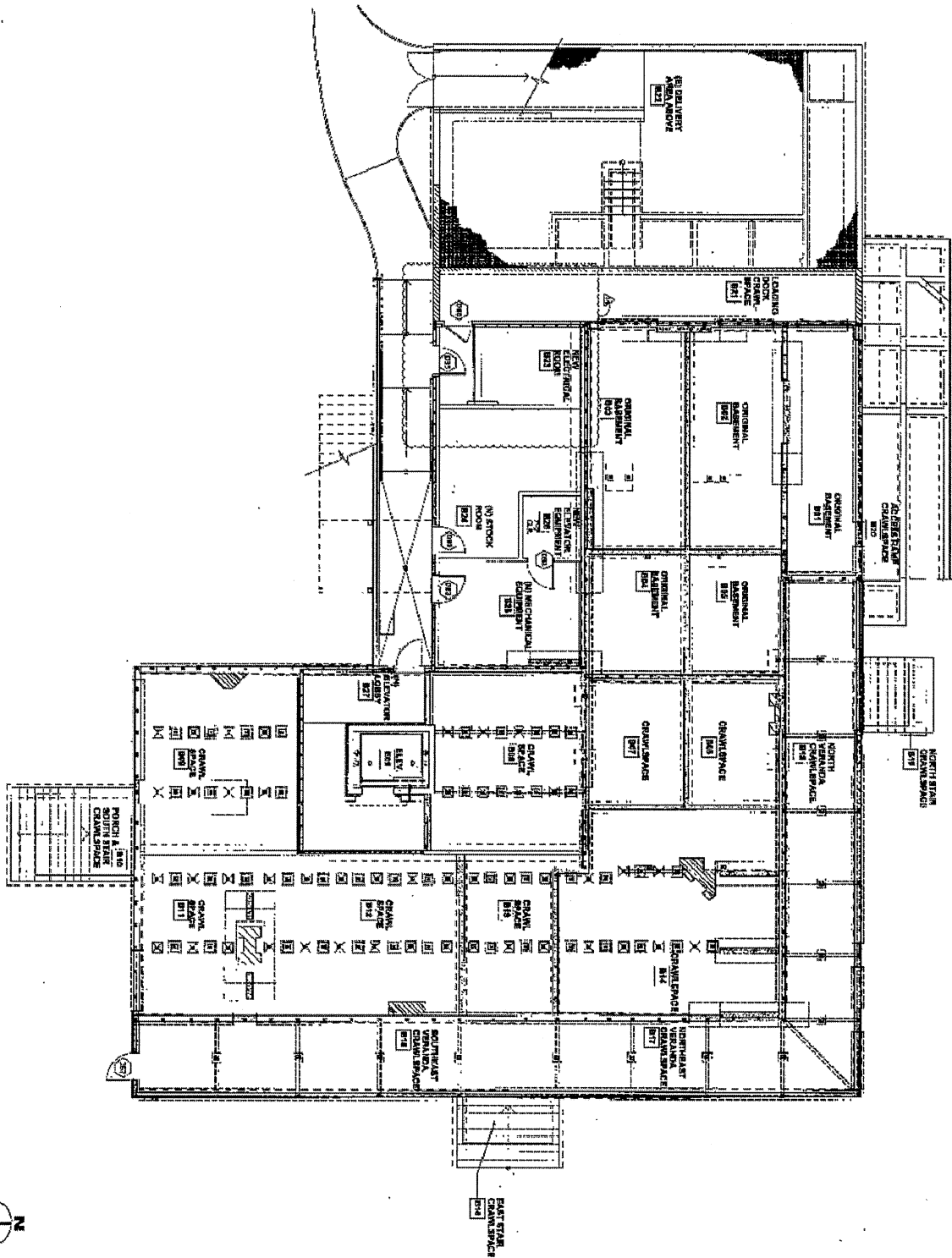


EXHIBIT C
LEASED PERSONAL PROPERTY

Walker House Kitchen Equipment

8-Dec-22

Quantity	Item	Maker	Model
1	Pre-Rinse Assembly	Fisher	2010
1	Disposer	Salvajor	200-CA-ARRF-LD
1	Dish Machine/High-Temp	Stero	SC-2-4
1	Vapor Hood	Greenback	602
1	Booster Heater	Hatco	C-36
1	Food Processor	Robot Coupe	4Rn
1	Air Curtain	Mars	36Ch
1	Remote Condensor	Ice-O-matic	ERC-1002
1	Ice Machine	Ice-O-matic	ICE0606HR
1	Food Mixer	Hobart	HL200
1	Food Slicer	Hobart	2612
1	Fryer	Pitco	SG14SSTC-SFD-SG-1
1	Griddle	Montague	136-8
1	Broiler	Montague	UDLC-24R
1	4 OB Range	Montague	C24-5
1	Spreader	Montague	12-S
1	Cambi Oven	Rational	SCC61-G
1	Drop in Hot Wall	Wells	MOD-300TDM
1	Freezer	Traulsen	ALT32W-FHS
1	Refridgerator	Traulsen	AHT32D-HHS
1	Heat Lamp	Hatco	GRAH-42
2	Soup Hot Wells	Wells	SS-LOULTD
1	Under Counter Refridgerator	Beverage-Air	UCR20
1	Walk-in Freezer	Thermolite	
1	Walk-in Refridgerator	Thermolite	
2	Counter Refridgerator	Omni-Temp	
1	Convection Oven	Dynamic Cooking Systems	The Professional

Quantity	Description		Location/Room #	Notes/Comments
1	Antique Table	Large Round	Bride's Room #108	
1	Antique Table	Small Round	Room #107	
1	Antique Table	Large Round	Main Entry	
3 Piece Set	(1) Sofa and (2) Wing Chairs		Parlor Lounge #113	
4	Arm Chairs (Upholstered)		Main Dining #116	Upholstered Blue
2	Arm Chairs		Main Entry	Upholstered Beige
2	Arm Chairs		Bride's Room #108	Upholster Beige
2	Dining Chairs (Upholstered)		Receptionist Area (Desk)	Striped Upholstery Rust
1	Settee		Bride's Room #108	
1	Antique Bench 22W, 31LX17 1/2		Bride's Room #108	With Cushion
1	Antique Parsons Table		Receptionist Area (Desk)	
1	Console		1st Floor Entry	
13	30x36 Custom Tables - Cast Bronze		Rooms #112: 8, #113: 4, #16:1	Claw Base
10	30x36 Dining Room Tables, DK Mahogany		Dining Room #116	Round Bases
1	48x48 Table		Dining Room #116	Round Base
1	72 Dia Table		Room #110	Round Table/Round Base
4	Side Chairs Mahogany with Padded Seat		Rooms #110: 2, #113: 1, #116:1	No Arms
75	Arm Chairs Mahogany with Padded Seat		Rooms #107: 1, #112: 20, #113: 10, Basement: 8	#116: 34
1	Cheval Mirror, Mahogany 1" Beveled		Bride's Room #108	
1	Bronze Lamp with Terracotta Lamp Shade		Closet	
1	Antique Lamp with Black Shade		Receptionist Area	
1	Throw Pillow 9x12		Bride's Room #108	
2	Throw Pillow 15x15		Bride's Room #108	
2	Throw Pillow 17x10		Bride's Room #108	
1	Throw Pillow 24x10		Bride's Room #108	
2	Throw Pillow 12x12		Bride's Room #108	
1	Mirror Hung Over Fire Place		Room #108	
1	Mirror Hung Over Fire Place		Room #110	
1	Mirror Hung Over Fire Place		Room #107	
1	Mirror Hung Over Fire Place		Room #112	
1	Mirror Hung Over Wall		Main Entry	
1	Mirror Hung Over Fire Place		Room #116	
1	Gibson Art Piece		Women's Restroom	
1	Knowles Art Piece		Room #107	
1	Depot Art Piece		Room #112	

EXHIBIT D
RULES AND REGULATIONS

1. Landlord shall have the right to prohibit any advertising or business conducted by Tenant referring to the Building which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a first-class building and upon notice from Landlord, Tenant shall refrain from or discontinue such advertising or business upon Landlord's demand.
2. Tenant will keep windows and doors closed in order to maintain internal temperatures provided by the heat and air conditioning systems.
3. The Building entrances shall not be obstructed by any Tenant or used for any other purpose than ingress or egress to and from its respective Leased Premises.
4. Tenant shall not bring into or keep within the Building any animal or vehicle, with the exception of Guide Dogs for the blind, or wheelchairs, motorized wheelchairs and the like. No animal or bird of any kind shall be brought into or kept in or about the said Leased Premises or the Building, except for Guide Dogs for the blind or as otherwise required by law.
5. No curtains, blinds, shades, or screens shall be attached to or hung in or used in connection with any window or door of the Leased Premises without the prior written consent of the Landlord.
6. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels, trash, or other articles be placed on the windowsills, or in the public portions of the Building.
7. Tenant shall not mark, paint, drill into or in any way deface any part of the Leased Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.
8. Neither Tenant nor any of the Tenant's agents, servants, employees, contractors, visitors or licensees shall at any time bring or keep upon the said Leased Premises any flammable, combustible or explosive fluid, chemical or substance.
9. Tenant shall not contract for any work or service which might involve the employment of labor incompatible with the Building employees or employees of contractors doing work or performing services by or on behalf of the Landlord.
10. Tenant shall install and maintain at Tenant's sole cost and expense, an adequate visibly marked (at all times properly operational) fire extinguisher next to any duplicating or photocopying machine or similar heat producing equipment, which may or may not contain combustible material, in the Leased Premises.
11. The lavatories, water closets and urinals in the restrooms shall not be used for any purpose other than those for which they were installed. Tenant shall immediately report water leaks to City staff.
12. Use of Common Areas shall be consistent with the primary purpose of the particular space (i.e. lobby/waiting area shall primarily be used as a space for customers to wait for their reservations or service by the restaurant). Tenant may not place any property in the Common Area without Landlord's prior approval. Tenant assumes sole responsibility for any of its property placed within the Common Areas.

13. Some items (including, but not limited to, benches, water fountains, etc.) have been placed by Landlord within the Common Areas as enhancements to the Building. Such items may be removed or added at the discretion of the Landlord.
14. Common areas shall not be used for storage, unless specifically designed for that purpose and authorized in the Lease for Tenant's use (i.e. storage closets, etc.)
15. No hand-trucks or other vehicles (except those with rubber tires) shall be used in the Building.
16. Landlord reserves the right by written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in Landlord's judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.
17. Landlord is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant.
18. Tenant is responsible for the non-observance or violation of these Rules and Regulations by its employees, contractors, agents and customers.
19. No vehicle washing is permitted adjacent to the Leased Premises.

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

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles) ss.

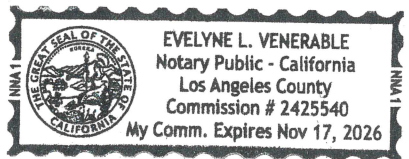
On April 13th, 2023 before me, EVELYNE L. VENERABLE, a notary public, personally appeared KATHLEEN PATRICIA CARRANO who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the 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.

Evelyne L. Venerable
Notary Public

SEAL:



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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

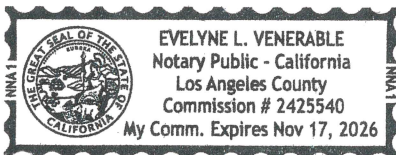
On April 13th, 2023 before me, EVELYNE L. VENERABLE, a notary public, personally appeared ANTHONY FABIO CARRANO who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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.

Evelyne L. Venerable
Notary Public

SEAL:





2/20/2025

Luther Lemons
PO Box 701
Riverside CA 92502

Explanation of Rejection

RE: Claim : Luther Lemons V. City of San Dimas
Claimant : Luther Lemons
Member : City of San Dimas
Date Rec'd by Mbr : 02-10-2025
Date of Event : 01-07-2025
CW File Number : CJP-3053443

Dear Mr. Lemons:

As you may recall we are the claim administrators for the City of San Dimas.

The subject tree was noted to be in good condition and adequately maintained within the recommended trimming cycle of every 4yrs. This tree was last maintained on 03-11-2022. The likely cause of branch failure was due to the strong winds. On the date of the incident, weather reported wind gusts at 59mph; wind speed at 35mph. The cause of this branch failure was not within the city's control.

Janice Baluyut
Janice Baluyut
Claims Examiner
Carl Warren & Company, LLC | A Venbrook Company
Direct: 657.622.4326
Email: JBaluyut@CarlWarren.com

Cc: City of San Dimas



CARL WARREN & COMPANY
Claims Management and Solutions

A  **VENBROOK** Company

2/20/2025

TO: City of San Dimas

ATTENTION: Debra Black, Brad McKinney

RECOMMENDATION TO REJECT

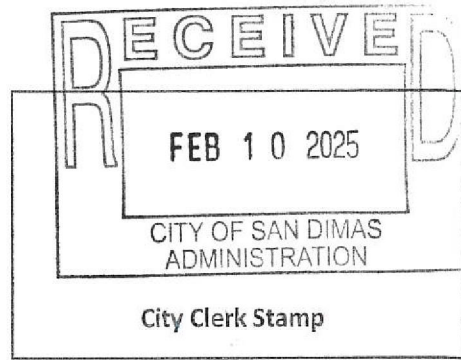
RE:	Claimant:	Luther Lemons
	Our Client:	City of San Dimas
	Date of Loss:	01-07-2025
	Our File Number:	CJP-3053443

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

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

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

Very Truly Yours,
Janice Baluyut
 Janice Baluyut
 Claims Examiner
 Carl Warren & Company, LLC | A Venbrook Company
 Direct: 657.622.4326
 Email: JBaluyut@CarlWarren.com



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

Received by LM via US MAIL Inter-Office Mail Over the Counter

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

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

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

- 1. Name of Claimant Luther Lemons
- a. Address of Claimant [REDACTED]
- b. Telephone Number [REDACTED]
- c. Date of Birth [REDACTED]
- d. Social Security Number [REDACTED]
- e. Driver's License [REDACTED]

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

- 3. Occurrence or event from which the claim arises:
 - a. Date JAN 7th 2025 b. Time 7:43 a.m./p.m. (p.m.)
 - c. Place (exact & specific location) BETWEEN SAN DIMAS AVE & SAN DIMAS CANYON
LOCATED IN FRONT OF THE CHURCH

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage (Use additional paper if necessary) A TREE BRANCH HAD FALLEN DOWN ON THE VAN FROM THE CENTER MEDIAN (DIVIDER) OF THE ROAD AND ALSO CAUSED DAMAGE TO THE UNDERCARRIAGE OF THE VAN TO THE BRAKES LINES & CALIBER

e. What particular action by the City, or its employees, caused the alleged damage or injury? DUO TO THE WEATHER OF HIGH WINDS AND FALLEN DEBRIS AND TREES

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

Damages to the front End on the Right ^{side} ~~side~~ of the Van
and also the brakes lines and Calibers under the Van

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

N/A

6. Name and address of any other person injured:

N/A

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

Luther Lemons

8. Damages claims:

- a. Amount claimed as of this date: \$ 2000
- b. Estimated amount of future costs: \$ 1000
- c. Total amount claimed: \$ 3000
- d. Basis for computation of amounts claimed (attach copies of all bills, invoices, estimates, etc.)

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

- a. _____
- b. _____
- c. _____
- d. _____

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

There were also multiple 911 calls and conversations in
regard to this incident on the day and date on the front
page

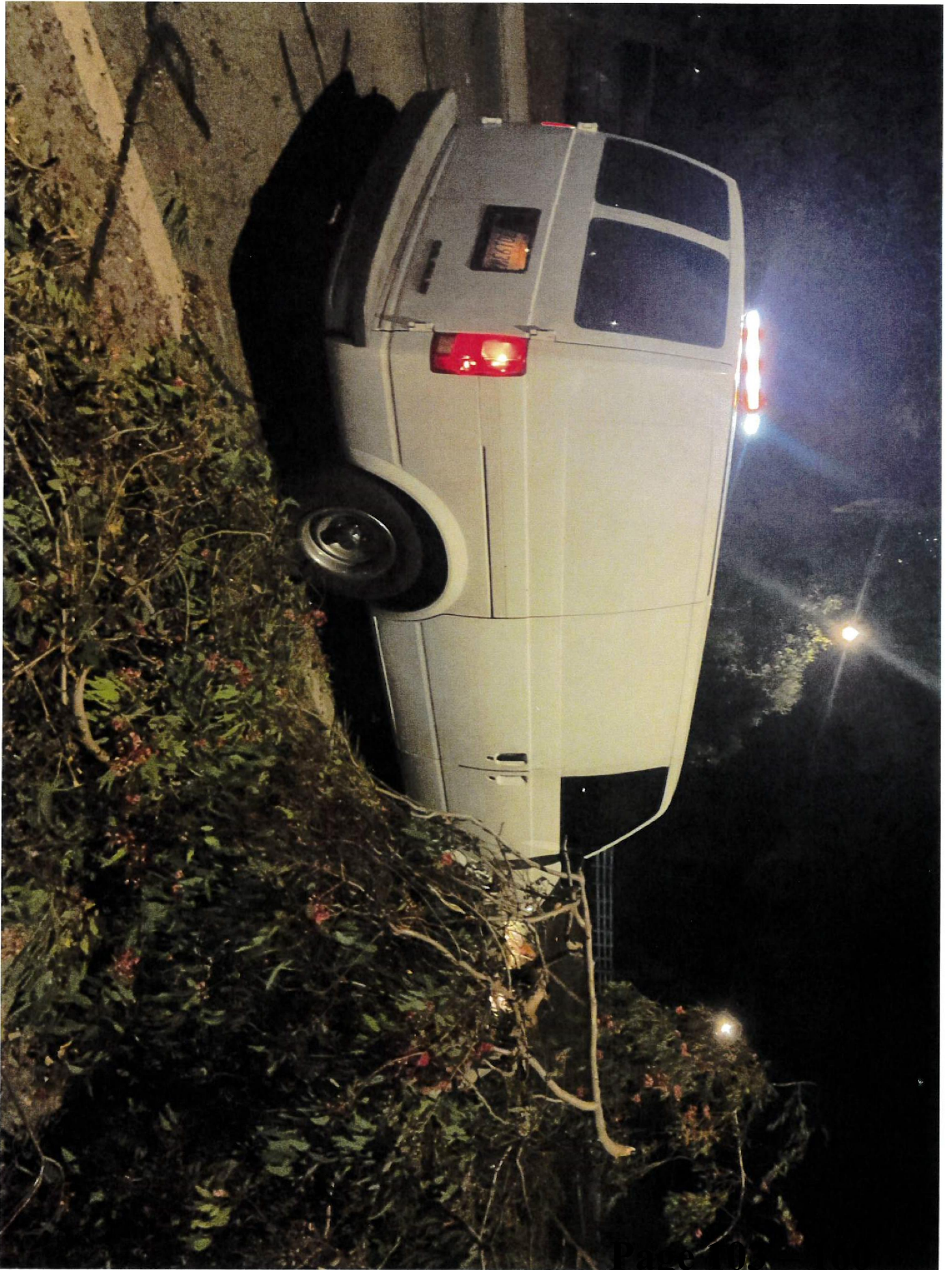
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM! (Penal Code §72; Insurance Code §556.1)

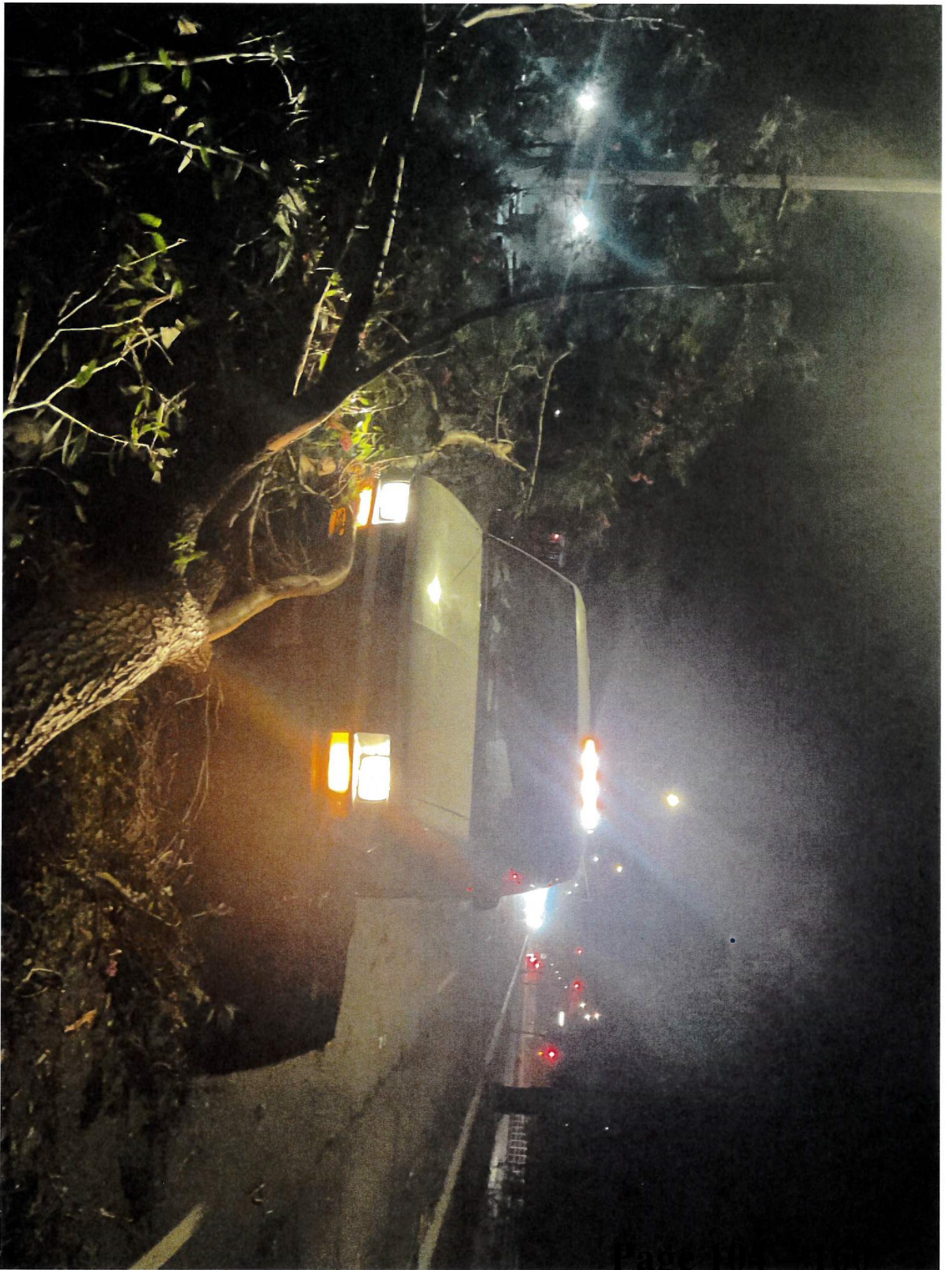
I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE AND CORRECT.

Signed this 10 day of Feb, 2025, at 10:34 AM



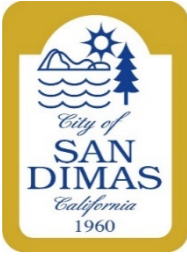
Claimant's signature











Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
For the Meeting of February 25, 2025

From: Brad McKinney, City Manager

Prepared by: Taylor Galindo, Assistant Planner

Subject: Introduction of Ordinance 1321 Approving Municipal Code Text Amendment 24-01, Amending Title 18-Chapter 18.38 Accessory Dwelling Units and Chapter 18.170 Electronic Vehicle Charging Stations to Comply with State Law Updates

SUMMARY

Municipal Code Text Amendment 24-01 proposes to amend Chapter 18.38, Accessory Dwelling Units (ADU), and Chapter 18.170, Electric Vehicle Charging Stations (EVCS), of the City's Municipal Zoning Code. This amendment aims to ensure compliance with State laws AB 345, AB 976 and SB 477. Direction was provided by the Department of Housing and Community Development (HCD) for ADUs and AB 970 for EVCS updates to align with the intent outlined in these chapters.

On November 21, 2024, the Planning Commission considered an initiation to amend Chapters 18.38 and 18.170 to bring both chapters into compliance with State law. The Commission voted 5-0 to approve the initiation and move forward with the amendments. Subsequently, on December 19, 2024, the Planning Commission considered the proposed ordinance and voted 5-0 to adopt Resolution PC 1691 and to recommend approval of MCTA 24-01 to the City Council.

At the January 28, 2025, City Council meeting, the City Council voted 5-0 to introduce Ordinance 1321 approving Municipal Code Text Amendment 24-01. During a regular City Council meeting on February 11, 2025, Staff pulled the item from the Consent Calendar during the second reading of the Ordinance to reintroduce the Ordinance at a future meeting, with the additional findings as a requirement per Government Code § 66326.

RECOMMENDATION

Staff and the Planning Commission recommend the City Council:

- Introduce Ordinance 1321 approving Municipal Code Text Amendment 24-01, a request to amend Title 18 of the San Dimas Municipal Zoning Code-Chapter 18.38 Accessory

Dwelling Units and Chapter 18.170 Electronic Vehicle Charging Stations to comply with State law updates.

GOVERNMENT CODE §84308 APPLIES:

<https://leginfo.legislature.ca.gov>

No

FISCAL IMPACT

There is no fiscal impact for the recommended action.

BACKGROUND

On January 29, 2024, the City of San Dimas received correspondence from the Department of Housing and Community Development (HCD), indicating the City's Accessory Dwelling Units (ADU) ordinance was not in compliance with state law. The letter included proposed amendments, some of which are not mandated by State Law, leading to disagreements on a few of the proposed amendments. In response, the City provided HCD with comprehensive findings supporting its reasoning for the disagreement regarding the requested proposed amendments and communicated an anticipated revision timeline for Spring 2025.

Following the receipt of the HCD letter, staff commenced the initiation process in accordance with the San Dimas Municipal Code (SDMC) to revise the Accessory Dwelling Units (Chapter 18.38) and Electric Vehicle Charging Stations (Chapter 18.170) chapters. These amendments were set with the intent to bring the SDMC into compliance with state law. On November 21, 2024, the Planning Commission reviewed and unanimously approved the initiation. Subsequently, on December 19, 2024, the Commission unanimously adopted Resolution PC 1691, recommending Municipal Code Text Amendment 24-01 to the City Council.

After the Planning Commission's approval, staff prepared a report for the initial reading of the proposed amendments, which detailed the exclusion of a few of HCD's proposed amendment items (See Attachment 2). During a regular City Council meeting on January 28, 2025, the proposed amendments were presented, and the Council unanimously voted to introduce Ordinance 1321, thereby approving the amendments to both chapters.

Pursuant to Government Code § 66326, when a local agency enacts an ordinance that omits amendments proposed by the Department of Housing and Community Development (HCD), the ordinance must include findings detailing the reasonings for the excluded items. The draft ordinance included as an attachment in the staff report for the January 28, 2025, meeting did not incorporate the mandated findings as specified by Government Code § 66326. Consequently, during the regular City Council meeting on February 11, 2025, the second reading was withdrawn from the consent calendar at Staff's request to add the required findings to the ordinance and reintroduce at a future meeting.

Furthermore, the revised ordinance includes two (2) minor changes from the proposed amendments presented on January 28, 2025. The first change is proposed for the ADU ordinance; in response to concerns raised by the public related to electric vehicle chargers, Staff is proposing to increase the size restriction for attached garages to an ADU to accommodate electric vehicle charging equipment inside the garage. The second change is proposed for the EV ordinance; correcting a grammatical error to clarify that EV charging stations are permitted by

right where service stations are conditionally permitted. This proposal aligns with the concurrent consideration of these items.

DISCUSSION/ANALYSIS

The proposed amendments to Chapter 18.38 (Accessory Dwelling Units) and Chapter 18.170 (Electric Vehicle Charging Stations) of the San Dimas Municipal Code are necessary to comply with State law. These changes are to adhere to State law requirements and incorporate staff recommendations which provide clarity and or help maintain local control. California Government Code § 66326 (See **Attachment 3**) states that when the Department of Housing and Community Development (HCD) deems an ordinance non-compliant, a local agency must submit a revised ordinance, respond within thirty days of the non-compliance notification, and either implement the changes or include its findings in the newly adopted ordinance. San Dimas received such a noncompliance letter from HCD on January 29, 2024, related to the City's ADU ordinance. The ordinance reviewed by the City Council on January 28, 2025, did not include these findings within the draft ordinance. Consequently, on February 11, 2025, staff requested the item to be pulled from the consent calendar to incorporate necessary adjustments.

In addition to the findings now included in the Ordinance, Staff is proposing to adjust two (2) minor amendments in the proposed ordinance. These minor amendments are highlighted below in yellow:

§ 18.38.040. Development standards

P.Q. ADU Accessory Structures. These structures are subject to the same four-foot setback requirements as the ADU and shall count towards lot coverage. Any other accessory structure not listed in this subsection shall comply with the development standards of the underlying zone.

1. An attached or detached ADU may include an attached covered patio and/ or porch, which, if provided, shall be integrated into the design of the ADU and shall not exceed a total combined area of one hundred square feet in size.
2. An attached or detached ADU may include an attached two-car garage, which, if provided, shall be integrated into the design of the ADU and shall not exceed **441 529** square feet in size, with a minimum interior area of ten feet by twenty feet per vehicle.

Staff is proposing to increase the allowable square footage from 441 square feet to 529 square feet. This slight increase will provide additional space to accommodate charging equipment for electric vehicles inside the garage and will also accommodate slightly larger vehicles.

§ 18.170.040 Development standards

B. Where Permitted. Subject to the provisions of this chapter, standalone electric vehicle charging stations shall be **permitted by right allowed** as a primary use in areas of the city where service stations are **permitted by right conditionally permitted**.

The corrected language further clarifies that EV charging stations are permitted by right as a primary use where service stations are conditionally permitted, as no service stations are permitted by right in the City of San Dimas. Service stations are conditionally permitted.

ALTERNATIVES

There is no alternative for this proposed request.

ENVIRONMENTAL REVIEW

Pursuant to CEQA guidelines Section 15061 (b)(3), CEQA does not apply to this item because there is no potential for causing a significant effect on the environment. Therefore, no additional environmental review is needed at this time.

Respectfully submitted,

A handwritten signature in cursive script that reads "Taylor Galindo". The signature is written in black ink and includes a horizontal line extending to the right from the end of the name.

Taylor Galindo
Assistant Planner

Attachments:

1. Ordinance 1321- with findings per Gov. Code § 66326
2. January 28, 2025, City Council Staff Report
3. Gov. Code § 66326

ORDINANCE 1321

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, CALIFORNIA, APPROVING MUNICIPAL CODE TEXT AMENDMENT 24-01, WHICH AMENDS TITLE 18 – ZONING, CHAPTER 18.38 ACCESSORY DWELLING UNITS, AND CHAPTER 18.170 ELECTRIC VEHICLE CHARGING STATIONS, ALONG WITH ASSOCIATED CLEAN-UP ITEMS TO ENSURE COMPLIANCE WITH STATE LAW AND ALIGNMENT WITH THE INTENT OF THESE CHAPTERS.

WHEREAS, an Amendment to the San Dimas Municipal Code has been duly initiated by the City of San Dimas; and

WHEREAS, the Amendment is described as an amendment to Title 18-Zoning, Chapter 18.38 Accessory Dwelling Units, and Chapter 18.170 Electric Vehicle Charging Stations, along with associated clean-up items to ensure compliance with State Law and alignment with the intent of these chapters; and

WHEREAS, the Amendment would also revise Chapter 18.08, Definitions, to add applicable definitions and move definitions from Chapters 18.38 Accessory Dwelling Units and 18.170 Electric Vehicle Charging Stations Definitions into Chapter 18.08, Definitions; and

WHEREAS, the Amendment would affect all residentially zoned parcels of the City as applicable within Chapter 18.38 Accessory Dwelling Units, and would also affect all new electric vehicle charging stations; and

WHEREAS, on November 21, 2024, the Planning Commission approved to initiate the Municipal Code Text Amendment; and

WHEREAS, on December 19, 2024, the Planning Commission heard evidence and voted 5-0 to recommend approval of Municipal Code Text Amendment 24-01 to the City Council; and

WHEREAS, notice was duly given of the public hearing on the matter and that public hearing was held on January 28, 2025 at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

WHEREAS, all requirements of the California Environmental Quality Act have been met for the consideration of whether the project will have a significant effect on the environment. It has been determined that this action is not a project under CEQA, as there will be no direct physical or reasonably foreseeable indirect physical change to the environment.

NOW, THEREFORE, in consideration of evidence received at the City Council hearing; and or the reasons discussed by the City Council at the January 28, 2025 hearing, the City Council now finds as follows:

- A. The proposed Municipal Code Text Amendment will not adversely affect adjoining property as to value, precedent or be detrimental to the area.

The proposed amendments would codify existing State law and help bring the City's zoning ordinance into compliance with State Law. Municipal Code Text Amendment

24-01 would clarify existing State regulations that aim to streamline and promote the development and construction of Accessory Dwelling Units and Electric Vehicle Charging Stations.

- B. The proposed Municipal Code Text Amendment will further the public health, safety, and general welfare.

The proposed Municipal Code Text Amendment aims to align the City's regulations with new State laws governing Accessory Dwelling Units and Electric Vehicle Charging stations. More specifically, the amendments to the Accessory Dwelling Unit ordinance will provide clarity, remove certain barriers, and provide flexibility for providing on-site parking. The intent of the State law regarding EVCS is to streamline the permitting proposed in an effort to provide more readily available charging stations for electric vehicles, which aids in lowering carbon emissions and improving air quality. The proposed amendments do not undermine the City's objectives of ensuring compatibility with surrounding uses and safeguarding public health, safety, and general welfare.

- C. The proposed Municipal Code Text Amendment is consistent with the General Plan and applicable Zoning.

The proposed amendments are consistent with applicable Zoning by ensuring both ADU and EVCS Chapters are in compliance with State Law. In addition, the amendments will be consistent with the following goals of the General Plan:

Housing Element

- a. Goal Statement HE-2 seeks to provide opportunities for well-designed and appropriate housing that is diverse in type and location. Affordability and tenure that meet the full spectrum of current and future housing needs in San Dimas.
- b. Goal Statement HE-4 aims to assist in the development, provision, and retention of long-term affordable housing opportunities for lower—and moderate-income households, including individuals and families with special needs.

Land Use

- c. Goal Statement L-3 states a goal of ensuring all portions of the City are adequately served with essential services and utilities.
- d. Goal statement L-4 states a goal of planning and creating an urban form that efficiently utilizes urban infrastructure and resources.

- D. Pursuant to Government Code Section 66326(b)(2), the City Council finds as follows:

a. The City of San Dimas (City) has considered the findings made by the California Department of Housing and Community Development (HCD) provided in writing to the City in a letter dated January 29, 2024 regarding the City's draft Accessory Dwelling Unit ordinance. Having considered HCD's findings, the City Council finds that this ordinance complies with Government Code Sections 66310-66342 (State ADU Law). This ADU ordinance reflects and is consistent with HCD's findings in its January 29, 2024 correspondence, except for the three items described

below in subsections b-d. Consistent with Government Code Section 66326(b)(2)(B), subsections b-d below constitute the City's explanation of the reasons the City believes that this ordinance compliances with State ADU Law despite HCD's findings.

b. HCD Finding - Unit Mixture

With respect to unit mixture, HCD found as follows, potentially resulting in a total of four units on a single-family property: "if the local agency approves an ADU that is created from existing (or proposed) space of a single-family dwelling, or created from an existing accessory structure, and the owner subsequently applies for a detached ADU permit (or vice versa), which meets the size and setback requirements, pursuant to the subdivision, the local agency cannot deny the applicant, nor deny a permit for a JADU under this section. This permits a homeowner, who meets specified requirements, to create one (1) converted ADU, one (1) detached, new construction ADU, and one (1) JADU, in any order without prejudice, totaling three units." Under this reading, if the property qualified for SB 9, state law would then require that the City allow an additional unit on the property for a total of five units.

HCD also took the position that on a parcel with a multifamily dwelling (which would include an attached duplex according to HCD's interpretation of "multifamily dwelling"), the City must allow two detached ADUs and a third ADU converted from non-habitable space within the duplex for, again, a total of five units on the parcel. Notably, this could occur on a single-family zoned lot if the parcel qualified for SB 9.

City Response/Finding pursuant to Government Code § 66326(b)(2)(B)

The City respectfully disagrees with HCD's interpretation of state law for several reasons as set forth below.

1. There is no case law addressing this issue, so there is no authoritative interpretation of Government Code Section 66323 (formally subsection (e)(1) of Government Code Section 65852.2) to support HCD's position.
2. The statutory language does not support HCD's interpretation and, in fact, contradicts it. Government Code Section 66323 (a) (formally subsection (e)(1) of Government Code Section 65852.2) says that the city shall "ministerially approve an application ... to create any of the following." It does not say "all of the following," nor does it say "one or more of the following," nor is there an "and" after the penultimate item to indicate that the list is inclusive. The English language does not require the inference HCD contends the law requires.

Moreover, Government Code Section 66323 (a)(2) (formally subsection (e)(1) of Government Code Section 65852.2) adds some notable language: "The accessory dwelling unit may be combined with a junior accessory dwelling unit described in paragraph (1)." In other words, someone can have both a JADU and a detached ADU. The fact that this word "combined" was included implies that without this language (1) and (2) could not be combined. Furthermore, the statute does not say that the ADU in (a)(1)(A) (formally subsection (e)(1)(A)) can be combined with the ADU in (a)(2) (formally subsection (e)(1)(B)). The fact that it only mentions a combination with the JADU is telling.

In other words, an ADU applicant may only combine multiple options if the statute explicitly says they can be combined. If that was already implied by the word “any,” then the legislature would not have needed to make it clear that some of these options can be “combined.” But subsection (a)(2) is the only place where the statute says that options can be combined. For example, (a)(3) does not say it can be combined with (a)(4), and (a)(4) does not say it can be combined with (a)(3). [*The subsections referenced in HCD’s letter to the City are now consolidated under Section 66323.*]

3. HCD published an ADU Handbook in December 2020 that addressed this exact issue and stated that these options could not be combined, directly contradicting the position HCD subsequently has taken, even though the statutory language did not change.
4. HCD’s position directly contradicts HCD’s current guidance on the implementation of SB 9, which clearly says that cities are not required to allow more than four units on a single-family property. However, as discussed above, HCD’s interpretation of ADU law would require cities to allow up to five units on a single-family property. The following is from page 7 of HCD’s “SB 9 Fact Sheet,” which is currently available on the HCD website (at this address: <https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/sb-9-fact-sheet.pdf>): “. . . in no case does SB 9 require a local agency to allow more than four units on a single lot, in any combination of primary units, ADUS, and Junior ADUs.” Consequently, in light of the current existing contradiction in HCD’s interpretation of ADU law and SB 9, there is no reason for the City to defer to HCD’s interpretation on this issue.
5. In light of these clear contradictions, HCD’s interpretation of state ADU law on this issue would not receive any deference in state court. Case law is clear that when a state agency flatly contradicts itself, and when its current interpretation is not long-standing, its interpretation of state law is not entitled to deference. (*Kaanaana v. Barrett Bus. Servs., Inc.*, 11 Cal. 5th 158, 178 (2021); *State Bldg. & Constr. Trades Council of California v. Duncan*, 162 Cal. App. 4th 289, 303 (2008).)
6. In summary, HCD’s finding is not supported in either case law or the statutory language, and HCD itself has published contradictory interpretations of the same state law provision.

c. HCD Finding - Washer/Dryer Hookups

The City’s current ADU ordinance mandates that washer/dryer hookups be provided within an ADU. For a JADU, hookups may be situated in a shared common space. HCD requested the removal of this requirement from the ordinance.

City Response/Finding pursuant to Government Code § 66326(b)(2)(B)

The washer/ dryer hookups requirement was originally included in the ordinance due to the presence of only one laundromat in the City, making in-home appliances necessary. Additionally, state law requires ADU standards to be objective, and the washer/dryer hookup is an objective standard.

Government Code Section 66314 (b)(1) states that an ADU ordinance shall: “Impose objective standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse

impacts on any real property that is listed in the California Register of Historical Resources.” The requirement for washer/dryer hookups constitutes an objective standard. Therefore, Government Code Section 66315 (formally 65852.2 subsection (a)(8)) does not prohibit the inclusion of this standard for ADUs. Additionally, Government Code Section 66315 applies solely to lots containing “single-family dwellings” and does not pertain to ADUs located on lots with multi-family dwellings. Previous discussions between City staff and HCD confirmed that the requirement for washer/dryer connections was deemed acceptable due to the presence of only one laundromat in the City, underscoring the necessity for in-home appliances.

d. HCD Finding - Equestrian/Agricultural Property

HCD found that the equestrian setback standards of adjoining properties may not impede an ADU application and requested that this standard be eliminated so as not to impede ADU development.

City Response/Finding pursuant to Government Code § 66326(b)(2)(B)

Preliminarily, the equestrian setback standards set forth in the ADU ordinance do not necessarily impede an ADU application. The ordinance requires ADUs to comply with equestrian setback standards, which were established to comply with the Los Angeles County Health Code. ADUs and any other residential structure must maintain a 35-foot setback from a corral located on-site and 80 feet from any corral located on an adjacent parcel. The removal or inapplicability of these requirements to ADUs would potentially lead to violation of County health regulations, which are adopted by reference as the health code of the City. (San Dimas Municipal Code §8.04.010.)

Los Angeles County Code § 11.16.090 states: “a person shall not keep any animal, fowl or bird, wild or domestic, other than cats, dogs, canaries or birds of the psittacine family, within 35 feet of any restaurant, food establishment, residence, or dwelling, or other building used for the habitation of human beings, or within 100 feet of any school building, hospital building or similar institution building. It is unlawful to keep or maintain a premises, yard, coop or building in which fowl or animals are maintained in a foul or insanitary condition. The provisions of this section regarding distances shall not apply to accredited laboratories regulated by the California Department of Health Services.”

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

SECTION 1. ADOPTION. Municipal Code Text Amendment 24-01 amending Chapter 18.38 Accessory Dwelling Units, and Chapter 18.170 Electric Vehicle Charging Stations, along with associated clean-up items to ensure compliance with State Law and alignment with the intent of these chapters, as set forth in Exhibit A, attached hereto and incorporated herein, is hereby adopted.

SECTION 2. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 3. CEQA DETERMINATION. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that this ordinance may have a significant adverse effect on the environment. Thus, the adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 1506 (b)(3) of the CEQA Guidelines.

SECTION 4. EFFECTIVE DATE AND PUBLICATION. This Ordinance shall take effect 30 days after its final passage. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within 15 days after passage and adoption as may be required by law in a newspaper of general circulation in the City of San Dimas hereby designated for that purpose; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within 15 days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of San Dimas this 25th day of February 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Emmett G. Badar, Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Black, City Clerk

Jeff Malawy, City Attorney

I, DEBRA BLACK, CITY CLERK of the City of San Dimas, do hereby certify that Ordinance 1321 was introduced at a regular meeting of said City Council held on the 28th day of January, 2025, and thereafter passed, approved and adopted at a regular meeting of said City Council held on the 25th day of February, 2025.

Debra Black, City Clerk

Exhibit A

*New text changes are in Blue and Underlined

*Deleted text is in ~~Red and Strikethrough~~

*Relocated existing text in Green and Underlined

SECTION 1. Section 18.08 is hereby amended to add the following:

§18.08.011. Accessory dwelling unit. “Accessory dwelling unit” means either an attached or detached dwelling unit which provides complete, independent living facilities for one or more persons and includes permanent provision for living, sleeping, eating, cooking, and sanitation. Such unit shall be located on the same parcel as other dwelling units and shall be located on a fixed, permanent foundation. Notwithstanding the requirement that an accessory dwelling unit must be located on a fixed, permanent foundation, this requirement shall not preclude a “manufactured home,” as defined in Section 18007 of the California Health and Safety Code, from uses as an accessory dwelling unit subject to the requirements of this chapter.

§18.08.213. Electric Vehicle Charging Station (EVCS) or Charging Station.

“Electric Vehicle Charging Station” or “Charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of the ordinance codified in this chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

§18.08.214. Electric Vehicle Charging Station (EVCS) or Charging Station, standalone.

“Electric Vehicle Charging Station, standalone” or “Charging station, standalone” means any level of electric vehicle supply equipment station in a quantity upward of two for private for-profit standalone use.

§18.08.325. Junior Accessory Dwelling Unit.

“Junior accessory dwelling unit” means a dwelling unit created out of space entirely within an existing or proposed single-family residence, and of no more than five hundred square feet in size, which provides independent living facilities for one or more persons and includes permanent provisions for living, cooking, eating, and sleeping. For the purpose of this definition, enclosed uses within the residence, such as attached garages, are considered a part of the proposed or existing single-family residence. A junior accessory dwelling unit shall have independent exterior access. Bathroom facilities may be provided within the unit or may share bathroom facilities with the main residence.

§18.08.346. Living area.

“Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

§18.08.347. Livable space.

“Livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

§ 18.08.385. Multifamily dwelling.

“Multifamily dwelling” means a structure or portion thereof containing three or more dwelling units designed for the independently occupancy of three or more households. Development types include apartments, townhomes, single-room occupancy, and residential condominiums.

§18.08.467. Qualified buyer.

“Qualified buyer” means persons or families of low income or moderate income, at that term is defined in Section 50093 of the California Health and Safety Code.

§18.08.468. Qualified nonprofit corporation.

“Qualified nonprofit corporation” means an a nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest program.

§18.08.518. Specific, adverse impact.

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

§ 18.08.539. Two-family dwelling (duplex) unit.

“Two-family dwelling (duplex) unit” means a building containing two complete dwelling units designed for the independent occupancy of two households. A “Two-family dwelling (duplex) unit” is not a “multifamily dwelling”.

SECTION 2. Section 18.38 is hereby amended to read as follows:

**CHAPTER 18.38 ACCESSORY
DWELLING UNITS**

Sections:

§ 18.38.010 Purpose.

§ 18.38.015 Definitions.

§ 18.38.020 Permitted Uses.

§ 18.38.030 General Provisions

§ 18.38.040 Development standards.

§ 18.38.050 Plan review.

§ 18.38.060 Appeals.

§ 18.38.010. Purpose.

A. The provisions of this chapter are intended to set forth standards, in accordance with state law, for the creation or conversion of at least one accessory dwelling unit (ADU) per lot zoned single-family or multifamily use. An ADU/JADU is an accessory use and does not count toward the allowable density ~~dwelling unit does not exceed the allowable density for the lot on which it is located.~~

B. The California State Legislature has identified that the need exists for new housing to shelter California's population. Creating the opportunity to provide accessory dwelling units on existing residential property addresses this need and would provide additional housing options within the community.

(Ord. 979 § 2, 1993; Ord. 1251 § 1, 2017; Ord. 1281 Exh. A, 2020)

§ 18.38.015. Definitions.

For the purpose of this chapter, words and terms used in this chapter shall have the meaning respectively ascribed to them set forth in Chapter 18.08 of this title.

~~Accessory Dwelling Unit. Either an attached or detached dwelling unit which provides complete, independent living facilities for one or more persons and includes permanent provisions for living, sleeping, eating, cooking, and sanitation. Such unit shall be located on the same parcel as other dwelling units and shall be located on a fixed, permanent foundation. Notwithstanding the requirement that an accessory dwelling unit must be located on a fixed, permanent foundation, this requirement shall not preclude a "manufactured home," as defined in Section 18007 of the California Health and Safety Code, from use as an accessory dwelling unit subject to the requirements of this chapter.~~

~~Junior Accessory Dwelling Unit. A dwelling unit created out of space entirely within an existing single-family residence, and of no more than five hundred square feet in size, which provides independent living facilities for one or more persons and includes permanent provisions for living, cooking, eating, and sleeping. A junior accessory unit shall have independent exterior access. Provisions for sanitation may be provided within the unit or may share sanitation facilities with the main residence.~~

(Ord. 1281 Exh. A, 2020)

§ 18.38.020. Permitted uses.

A. A maximum of one accessory dwelling unit, either attached or detached, and one junior accessory dwelling (JADU) unit shall be permitted in zoning districts where single-family residential uses are allowed or on multiple family zoned properties which have been improved with a single-family dwelling.

B. Accessory Dwelling Units within Existing or Proposed Multifamily Structures. Multiple accessory dwelling units are allowable within the portions of existing or proposed dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. At least one accessory dwelling unit shall be allowed within an existing or proposed multifamily structure, and up to a maximum of twenty-five percent of the existing or proposed multifamily dwelling units may be allowed in zoning districts where multifamily dwelling residential uses are permitted.

C. Detached Accessory Dwelling Units with Existing or Proposed Multifamily Structures. Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from the multifamily dwelling shall be allowed in zoning districts where multifamily dwelling residential uses are allowed. (Ord. 979 § 2, 1993; Ord. 1135 § 1, 2003; Ord. 1251 § 1, 2017; Ord. 1281 Exh. A, 2020)

§ 18.38.030. General provisions.

The following provisions shall apply to all accessory dwelling units:

- A. Accessory dwelling units shall be permitted in any zone where single-family or multifamily dwelling residential uses are allowed or as part of any proposed residential development.
- B. Accessory dwelling units may be rented. If rented, the rental term shall not be for less than thirty days.
- C. Any legally permitted structure, or a structure constructed in the same location and to the same dimensions as a legally permitted structure, which is to be converted to an accessory dwelling unit may be converted without any additional setbacks.
- D. ~~There shall be no minimum size for accessory dwelling units which are converted from existing space, besides that which is necessary per building code standards.~~
- E. Accessory dwelling units may not be sold separately from the main residence, unless the accessory dwelling unit or the primary dwelling was built or developed by a qualified nonprofit corporation, then the ADU can be sold or conveyed separately from the primary residence to a qualified buyer consist with Government Code Section 66341 (a)-(e).

~~For any accessory dwelling unit application on a single family developed property which is received on or after January 1, 2025, the owner of the subject property shall be the occupant of either the primary residence or the accessory dwelling unit, and such restriction shall be recorded on an instrument as approved by the city attorney and shall run with the land.~~

F. No certificate of occupancy shall be issued for an accessory dwelling unit constructed concurrently with a primary dwelling unit. The primary dwelling unit shall be completed and have first obtained a certificate of occupancy prior to issuance of a certificate of occupancy for the accessory dwelling unit.

G. Any unpermitted ADU or JADU may be permitted if they were constructed before January 1, 2020. This does not apply if the local agency makes a finding that "correcting the violation is necessary to protect the health and safety of the public or occupants of the structure", (Gov. Code, § 66332, subd. (b)) or to a building that is deemed substandard pursuant to Health and Safety Code section 17920.3 (Gov. Code, § 66332, subd. (c)).

(Ord. 979 § 2, 1993; Ord. 1135 § 2, 2003; Ord. 1251 § 1, 2017; Ord. 1281 Exh. A, 2020)

§ 18.38.040. Development standards.

The following property development standards shall apply to all accessory dwelling units:

- A. Floor Area. The following floor area standards for accessory dwelling units apply:
 - 1. Attached accessory dwelling units shall not exceed fifty percent of the existing primary dwelling or either eight hundred fifty square feet for a studio or one-bedroom unit or one thousand square feet for a multi-bedroom unit, whichever is less, provided, however, that these floor area requirements shall not preclude an accessory dwelling unit of at least eight hundred square feet from being constructed.
 - 2. Detached accessory dwelling units shall not exceed eight hundred fifty square feet for a studio or one-bedroom unit or one thousand square feet for a multi-bedroom unit.
 - 3. Junior accessory dwelling units shall not exceed five hundred square feet.
 - 4. All newly constructed accessory dwelling units and junior accessory dwelling units have a minimum size of one hundred fifty square feet, the size of two hundred twenty square feet, the size of an efficiency unit as defined in Section 17958.1 of the California Health and Safety Code in the International Building Code of the International Code Council.
- B. Lot Coverage. The lot coverage of the underlying zone shall apply provided, however, that these lot coverage limitations shall not preclude an accessory dwelling unit of at least eight hundred square feet from being constructed.

- C. Minimum Yard Areas. The following minimum yard requirements apply.
1. Front Yards. The provisions of the applicable underlying zoning designation of the subject property shall apply. Accessory dwelling units that are 800 square feet or less may be located within the front yard setback area of the underlying zoning designation, if there is no other area on the parcel that can accommodate the accessory dwelling unit, as determined by the director of community development, provided that the front yard setback shall not be less than four feet.
 2. Rear Yards. The minimum rear yard shall be four feet.
 3. Side Yards. The minimum side yard shall be four feet.
- D. Nonconforming Residential Structures. Any nonconforming zoning conditions on the subject property shall not require correction for the purposes of adding either an accessory dwelling unit or junior accessory dwelling unit.
- E. Building Height. The following maximum height requirements shall apply for all accessory dwelling units:
1. Sixteen feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit.
 2. Eighteen feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit that is within one-half of one-mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two feet (2') in height is permitted, solely, to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit. ~~The provisions of the applicable underlying zoning designation of the subject property shall apply. For corner lots, the maximum height within the street-side setback shall be sixteen feet.~~
 3. Eighteen feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multi-story dwelling.
 4. Twenty-five feet or the height limitation in the underlying zone designation of the subject parcel shall apply, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling.
 5. Accessory dwelling units shall not exceed two stories.
- F. Building Separation. The minimum separation for a detached accessory dwelling unit from the primary dwelling unit shall be six feet, provided, however, that this minimum separation requirement shall not preclude an accessory dwelling unit of at least eight hundred square feet from being constructed.
- G. Parking. No additional parking shall be required for an accessory dwelling unit.
- H. Design Standards. The following design standards shall apply to all accessory dwelling units:
1. All accessory dwelling units shall be designed to architecturally match the existing or proposed residence located on the same property.
 2. The entrance to an attached accessory dwelling unit shall be on a separate elevation from the main entrance of the residence. Entry to an accessory dwelling unit or junior accessory dwelling unit shall not be on the elevation of the residence or garage which is parallel to the street; however, the entrance requirements in this subsection shall not preclude the development of an 800 square foot or less accessory dwelling unit, per Government Code Section 66323, subdivision (a)(1)-(4).
 3. A detached accessory dwelling unit shall have no exterior entrances on elevations where the distance to a side property line is less than fifteen feet; however, the entrance requirements in this subsection shall not preclude the development of an 800 square foot or less accessory dwelling unit, per Government Code Section 66323, subdivision (a)(1)-(4), from being constructed.

4. An accessory dwelling unit with less than a five-foot side or rear setback shall only have clerestory windows which are a minimum six feet above the floor on those sides.

5. All exterior lighting shall be shielded in a way so that no light spills onto adjacent properties.

6. All accessory dwelling units must have a minimum of one hundred square feet of usable open space on the subject property, provided, however, that the usable open space requirement shall not preclude an accessory dwelling unit of at least eight hundred square feet, that is sixteen feet in height with four-foot side and rear yard setbacks. Such open space may be fenced off to provide a separate yard for the accessory dwelling unit or be located within a yard shared with the main residence.

I. Garage Conversions. Garage conversions shall be allowed subject to the following provisions:

1. No additional setback shall be provided for an existing garage which is converted to an accessory dwelling unit. A setback of no more than four feet from side and/or rear lot lines shall be allowed for an accessory dwelling unit constructed above a garage.

2. The garage door shall be removed. The new façade shall ~~include a minimum of one window and shall~~ match the primary residence in regards to materials, colors and architectural elements.

3. ~~A minimum of three feet of landscaping shall be added between the accessory dwelling unit and the driveway.~~

J. Interior Amenities. The following interior amenity standards shall apply for all accessory dwelling units:

1. Washer/dryer hookups shall be provided within the accessory dwelling unit. For junior accessory dwelling units, the hookups may be provided within a shared common space within the main residence.

K. JADU Separate Entrance/Interior Access.

1. A JADU shall include a separate entrance from the main entrance to the proposed or existing single-family residence.

2. A JADU that does include a separate bathroom within the JADU and shares bathroom facilities with the main residence shall include an interior entry to the main living area.

~~K.L.~~ Equestrian/Agricultural Property. Notwithstanding any other provisions of this chapter, accessory dwelling units shall be located in such a manner so as not to conflict with the equestrian setback standards of adjoining properties, as set forth in Chapter 18.28 and 18.112 of the San Dimas Municipal Code, to the extent physically feasible. In the event locating an accessory dwelling unit on a parcel in compliance with the setbacks required by this subsection is not physically feasible, this subsection shall not be construed to prohibit the construction of an accessory dwelling unit as described in California Government Code Section ~~66323(a)(1)-(4)~~ 65852.2(e)(1)(A)-(B).

~~L.M.~~ Hillside Property. The grading standards of the underlying zoning designation shall apply.

~~M.N.~~ Fire Sprinklers. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

~~N.O.~~ Solar Requirements. Newly constructed ADUs are subject to the California Energy Code requirement (excluding manufactured homes) to provide solar systems if the unit(s) is a newly constructed, detached ADU (see Title 24, Section 150.1 for exemptions). Per the California Energy Commission (CEC), the solar systems can be installed on the ADU or on the primary dwelling unit. ADUs that are constructed within existing space, or as an addition to existing homes, including detached additions where an existing detached building is converted from non-

residential to residential space, are not subject to the California Energy Code requirement to provide solar systems.

O.P. Utility Connections.

1. Accessory dwelling units shall not be considered new residential uses for the purposes of calculating city and county connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed in conjunction with a new single-family residence.
2. For a junior accessory dwelling unit or an accessory dwelling unit located within the existing residence, a new or separate utility meter shall not be required and a related connection or capacity fee may not be charged, unless the accessory dwelling unit has been constructed with a new single-family dwelling.
3. When the accessory dwelling unit is attached or detached, a new or separate utility meter may be required. Any connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit based upon either its size or the number of plumbing fixtures for a water or sewer system.
4. All new accessory dwelling units within urban service areas shall connect to public wastewater systems. Outside urban service areas, sanitation facilities, plumbing, and water supply for the accessory dwelling unit, including any septic or waterless toilet systems used, shall comply with all applicable County Health Department requirements for sewage disposal and water supply.

P.Q. ADU Accessory Structures. These structures are subject to the same four-foot setback requirements as the ADU and shall count towards lot coverage. Any other accessory structure not listed in this subsection shall comply with the development standards of the underlying zone.

1. An attached or detached ADU may include an attached covered patio and/ or porch, which, if provided, shall be integrated into the design of the ADU and shall not exceed a total combined area of one hundred square feet in size.
2. An attached or detached ADU may include an attached two-car garage, which, if provided, shall be integrated into the design of the ADU and shall not exceed 529 square feet in size, with a minimum interior area of ten feet by twenty feet per vehicle.
3. An attached ADU located on the second floor, or a detached two-story ADU may include a deck(s), which, if provided, shall be integrated into the design of the ADU and shall not exceed a total combined area of forty square feet in size. The deck shall not extend past the footprint of the existing building nor encroach into the required four-foot setback.

(Ord. 979 § 2, 1993; Ord. 1135 §§ 3—5, 2003; Ord. 1156 §§ 1, 2, 2006; Ord. 1251 § 1, 2017; Ord. 1281 Exh. A, 2020)

§ 18.38.050. Plan review.

The city shall ~~act on~~ approve or deny the building permit application for an accessory dwelling unit within sixty (60) days from the date the completed application is received if there is an existing single-family or multifamily dwelling on the lot. If a permit application to create an ADU is submitted with a permit application to create a new single-family dwelling on the parcel, the City may delay in acting on the permit application for the ADU until the City acts on the permit application to create the new single-family dwelling.

If the City denies an application for an ADU or JADU, the City shall, within the time period described, return in writing a full set of comments to the applicants with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(Ord. 979 § 2, 1993; Ord. 1135 § 6, 2003; Ord. 1251 § 1, 2017; Ord. 1281 Exh. A, 2020)

~~§ 18.38.060. Appeals.~~

~~Any aggrieved party may file an appeal of a decision of the development plan review board pursuant to the provisions of Chapter 18.212. Any appeal filed shall be limited to matters associated with the application of the provisions of this chapter to the accessory dwelling unit request and shall not be based on objections to approving the accessory dwelling unit as a use on property where the accessory dwelling unit is permitted. (Ord. 979 § 2, 1993; Ord. 1135 § 7, 2003; Ord. 1251 § 1, 2017)~~

SECTION 3. Section 3 is hereby amended to read as follows:

Chapter 18.170 ELECTRIC VEHICLE CHARGING STATIONS

Sections:

§ 18.170.010 Purpose.

§ 18.170.020 Definitions.

§ 18.170.030 Applicability.

§ 18.170.040 Development standards.

§ 18.170.050 Procedure.

§ 18.170.010 Purpose.

The intent of this chapter is to encourage the streamlined installation of electric vehicle charging stations (EVCS) in accordance with [Assembly Bill 1236 and Assembly Bill 970, Government Code section 65850.7](#), ~~to state law and in a manner that also~~ [achieve timely and cost-effective installations of EVCS while](#) promoting ~~es~~ functional site design and circulation.

§ 18.170.020 Definitions.

For the purposes of this chapter, ~~the words and terms used in this chapter shall have the meaning ascribed to them, respectively, as set forth in Chapter 18.08 of this title. Where terms are not defined through the methods authorized by this chapter, such terms shall have their ordinary meanings such as the context implies.~~

~~"electric vehicle charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of the ordinance codified in this chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.~~

(Ord. 1267 (Exh. A), 2019)

§ 18.170.030 Applicability.

The standards set forth in this chapter shall apply to [all](#) ~~the use of~~ electric vehicle charging stations, ~~as a for-profit commercial business and as an accessory use in industrial, commercial, and professional office developments. The standards and provisions of this chapter shall not apply to:~~

~~A. Private residential installations;~~

~~B. Private installations on commercial or industrial property that are not for-profit; such as but not limited to a business owner installing the charging station at a private site exclusively for use by employees; and~~

~~C. Not-for-profit installations available at no fee for general public use, such as, but not limited to, installations available for public use at civic sites.~~

~~D. Stand-alone charging stations which are not an accessory use to another development.~~

(Ord. 1267 (Exh. A), 2019)

§ 18.170.040 **Development standards.**

A. General. The siting and design of an electric vehicle charging station should show proper consideration for both the functional aspects of the site, such as automobile, pedestrian, and bicycle circulation, and for its visual effect upon other properties from the view of the public street.

B. Where Permitted. Subject to the provisions of this chapter, standalone electric vehicle charging stations shall be permitted by right as a primary use in areas of the city where service stations are conditionally permitted.

C. Siting/Circulation. Electric vehicle charging stations shall be sited in a manner which minimizes interference with existing operations and circulation patterns.

~~D~~C. Utilities. All new utility lines associated with the electric vehicle charging station shall be underground. Any proposed utilities associated with the electric vehicle charging station shall be subject to approval by the director of public works and director of community development.

~~E~~D. Lighting. Any new lighting provided shall match the lighting in the existing development in terms of fixture type, light output, height, color, and design. New lighting shall comply with the provisions of this chapter. Any light fixtures proposed to be removed to accommodate the installation of an electric vehicle charging station shall not result in unacceptable light levels and may require replacement at the discretion of the planning division.

~~F~~E. Aesthetics.

1. Bollards. When the use of bollards is necessary to ensure the safety of the facility, bollards shall be decorative and shall be reviewed by the planning division prior to installation.

2. Painting/~~Screening~~.

a. When the charging stations are entirely self-contained, the equipment cabinets shall be painted to match the adjacent development.

~~b. When excess equipment is required, the equipment shall be screened within an equipment enclosure constructed of decorative masonry with a decorative cap and trellis cover in a style to match the adjacent development.~~

3. Stalls shall be striped white and marked with white or green only.

~~G~~F. Parking.

1. The number of required parking spaces shall be reduced by the minimum amount necessary to accommodate the electric vehicle charging station. ~~Parking Loss Tolerances. The installation of charging stations shall only be permitted when the installation does not cause the removal of required parking beyond the following accepted loss tolerances:-~~

~~a. When the required parking for the development is one hundred spaces or less, one hundred percent of the required parking must be provided or not more than one station shall be installed.~~

~~b. When the required parking for the development is one hundred one to three hundred spaces, ninety five percent of the total required parking spaces must be provided or not more than one station shall be installed.~~

~~c. When the required parking for the development is three hundred one spaces or greater, ninety percent of the total required parking spaces must be provided or not more than one station shall be installed.~~

~~d.~~ Electrical vehicle charging parking spaces may be counted as required parking spaces.

~~H~~G. Landscape.

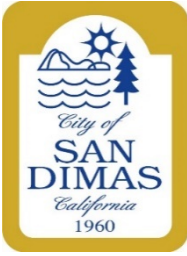
1. ~~Landscape Removal.~~ Landscaping shall be protected in place to the greatest extent possible. ~~If required landscaping is removed, replacement landscaping shall be installed elsewhere on-site to the extent physically possible.~~
2. ~~Landscaping plans may be required to be incorporated into submittals in order to address disturbed landscape areas and additional landscaping may be required to properly screen and soften installations at the discretion of the planning division. Landscaping shall be installed in accordance with the provisions of Chapter 18.14.~~ Any trees proposed for removal to accommodate the installation of an electric vehicle charging station shall be identified on the plans and subject to the provisions of **Chapter 18.162**.
- I.H. Signage. Signage shall be limited to the charging station unit and parking stalls, and only for the purpose of identifying the charger. Signage shall not be permitted on equipment cabinets or equipment enclosures. Directional or pricing signage shall not be permitted. Signage not associated with the charging station shall not be permitted. Signage, including inge parking stall stenciling, shall be reviewed by the planning division prior to installation.
- J.I. Operational and Maintenance.
 1. Any landscaping or other site damage caused by the installation or maintenance of the charging station and equipment shall be refurbished to the satisfaction of the ~~development services director~~ director of community development.
 2. The electric vehicle charging station shall be maintained in a clean, orderly manner free from litter, weeds, graffiti, and debris.
 3. Should an electric vehicle charging station fall into disrepair, be damaged, or become inoperable during the course of operation, the charging station shall be replaced or repaired as deemed appropriate by the director of community development.
 34. Should the operation of the charging station cease, the charging station shall be removed and the parking lot shall be restored to its previous condition.

(Ord. 1267 (Exh. A), 2019)

§ 18.170.050 **Procedure.**

- A. Proposals which comply with the standards set forth in **Section 18.170.040** may be reviewed and approved by the building official and/ or director of community development. ~~Director of Development Services~~ Upon the approval of a permit application, a building permit will be issued for work as described in the application.
- B. If the building official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, the City may require the applicant to apply for a use permit pursuant to the provisions of Chapter 18.200 of this title.

~~Proposals which deviate from the standards set forth in Section 18.170.040 are subject to review by the development plan review board. The development plan review board is granted the authority to permit deviations when it finds that the deviations result in an equal or better site design or operational layout and when the deviations do not negatively impact the public health, safety, or welfare.~~ (Ord. 1267 (Exh. A), 2019)



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
For the Meeting of January 28, 2025

From: Brad McKinney, City Manager

Prepared by: Taylor Galindo, Assistant Planner

Subject: Discussion and Consideration of Municipal Code Text Amendment 24-01, a Municipal Code Text Amendment of Title 18-Chapter 18.38 Accessory Dwelling Units and Chapter 18.170 Electronic Vehicle Charging Stations to Comply with State Law Updates.

SUMMARY

Municipal Code Text Amendment 24-01 proposes to amend Chapter 18.38, Accessory Dwelling Units (ADU), and Chapter 18.170, Electric Vehicle Charging Stations (EVCS), of the City’s Municipal Zoning Code. This amendment aims to ensure compliance with State laws AB 345, AB 976 and SB 477, direction provided by the Department of Housing and Community Development (HCD) for ADUs and AB 970 for EVCS updates and align with the intent outlined in these chapters.

On November 21, 2024, the Planning Commission considered an initiation to amend Chapters 18.38 and 18.170 to bring both chapters into compliance with State law. The Commission voted 5-0 to approve the initiation and move forward with the amendments. Subsequently, on December 19, 2024, the Planning Commission considered the proposed ordinance and voted 5-0 to adopt Resolution PC 1691 and to recommend approval of MCTA 24-01 to the City Council.

RECOMMENDATION

Staff and the Planning Commission recommend that the City Council:

- Conduct a public hearing to receive public input.
- Introduce Ordinance 1321 approving Municipal Code Text Amendment 24-01, a request to amend Title 18 of the San Dimas Municipal Zoning Code-Chapter 18.38 Accessory Dwelling Units and Chapter 18.170 Electronic Vehicle Charging Stations to comply with State law updates.

FISCAL IMPACT

There is no fiscal impact for the recommended action.

BACKGROUND

Accessory Dwelling Units

In 1993, the City of San Dimas established Chapter 18.38 of the San Dimas Municipal Code (SDMC), which allowed for second units - also known as accessory dwelling units (ADUs) - as required by Government Code Section 65852.2. There have been subsequent changes to Chapter 18.38 in accordance with the evolving State laws. The latest update was on October 13, 2020, in which San Dimas City Council approved and adopted Ordinance 1281 in response to Assembly Bill (AB) 68, AB 881, and Senate Bill (SB) 13. Since this time, the State law regarding ADUs and Junior Accessory Dwelling Units (JADUs) has continued to be modified as new bills are signed into law by the Governor, such as AB 345, AB 976 and SB 477. The table below briefly summarizes the context of the bills staff is proposing to codify.

State Law Changes Affecting ADUs/JADUs		
Bill	Effective Date	Summary
AB 345	January 1, 2022	Amendment to Government Code Section 65852.26 allows the separate conveyance of an ADU under specific conditions. This applies only if a qualified nonprofit corporation is involved in a program that enables low-income families to buy the ADU with a no-interest loan. It also requires the definition of “qualified nonprofit corporation” and “qualified buyer” to ensure these specific criteria are met.
AB 976	January 1, 2024	Amendment to Government Code Section 65852.2 to remove the owner-occupancy requirement for new ADU applications submitted after January 1, 2025. This change allows ADU properties to be rented or sold without the property owner being required to reside on-site
SB 477	March 25, 2024	Reorganizes and clarifies existing State laws regarding ADUs and JADUs. Previously covered under Government Code Sections 65852.2, 65852.22, 65852.23, and 65852.26, ADU regulations are now consolidated under Sections 66310 through 66342 to improve coherence without substantive changes to the regulations.

In addition to the above-referenced bills, Staff is also proposing changes to comply with the direction received from the Department of Housing and Community Development (HCD). On January 29, 2024, the City of San Dimas received a letter from HCD’s Division of Housing Policy Development regarding their recent review of the City’s ADU Ordinance (See Attachment 2). HCD determined that the ordinance did not comply with State law and noted the City’s intent to provide an updated ordinance by Spring 2025.

Electric Vehicle Charging Stations

In 2019, in response to AB 1236, the City of San Dimas enacted Ordinance 1267 to introduce Chapter 18.170, "Electric Vehicle Charging Stations" (EVCS), into the SDMC. This chapter streamlines the installation of EVCS in accordance with state law. To maintain alignment with the intent of Chapter 18.170 and comply with current state requirements, updates to this chapter are now necessary. The following table provides details on the aforementioned Assembly Bills pertaining to EV Charging Stations.

Assembly Bills Affecting EVCS		
Bill	Effective Date	Summary
AB 1236 <i>*Provided for context</i>	September 30, 2017	An act to add Government Code Section 65850.7 mandating local governments to streamline and expedite the permitting process for the installation of electric vehicle charging stations to support the expansion of EV infrastructure, limiting the review to health and safety issues and prohibiting the imposition of development standards related to aesthetics, such as screening and landscaping.
AB 970	January 1, 2023	AB 970 codified in Government Code Section 65850.71, builds on California's existing permit streamlining law, AB 1236. AB 970 requires applications to be deemed complete within 5 or 10 business days and approved within 20 or 40 days based on the number of EVCS proposed. Additionally, AB 970 prohibits jurisdictions from requiring replacement parking.

Per San Dimas Municipal Code (SDMC) Chapter 18.208, in order to make amendments to Title 18, an initiation must be considered and approved by the Planning Commission. On November 21, 2024, the Planning Commission considered an initiation to amend Chapters 18.38 and 18.170 of the SDMC to bring both chapters into compliance with State law. The Commission voted 5-0 to approve the initiation and move forward with the amendments.

On December 19, 2024, the Planning Commission considered the proposed ordinance. The Commission did not have any concerns with the proposed amendment, nor was there any public input at the meeting. Subsequently, the Commission voted 5-0 to adopt Resolution PC 1691 and to recommend approval of MCTA 24-01 to the City Council (See Attachment 3).

DISCUSSION/ANALYSIS

Accessory Dwelling Units

In light of the signing of AB 345, AB 976, and SB 477, Staff proposes the following changes to Chapter 18.38:

1. AB 345: Amending the chapter to allow for separate conveyance of an ADU under specific circumstances and include pertinent definitions for “qualified nonprofit corporation” and “qualified buyer.”
2. AB 976: Eliminating the requirement for an owner-restrictive covenant for all ADU applications.
3. SB 477: Updating the referenced government code sections to Government Code Sections 66310 – 66342.

The changes required as part of AB 345 and 976 are also being requested in the letter from HCD.

In response to the HCD letter, Staff proposes the following modifications to the Accessory Dwelling Units Chapter;

1. Revise existing verbiage to allow for the construction of a JADU on lots where single-family dwellings are being proposed.
2. Allow for attached ADUs on multifamily lots slated for development.
3. Update height requirements to reflect state allowances of 16 to 25 feet, depending on the following variables:

Height Restrictions	
Detached ADU	16 feet on a lot with existing/proposed single or multi-family dwelling
Detached ADU	18 feet on a lot with an existing or proposed single-family or multifamily dwelling unit that is within one-half of one-mile walking distance of a major transit stop or a high-quality transit corridor, plus two additional feet for roof alignment
Multi-Story Multi-Family	18 feet for a lot with an existing or proposed multi-story multi-family dwelling
Attached ADU	25 feet or local primary dwelling height limit, whichever is lower (not exceeding two stories)

4. Mandate a permit decision within sixty days and provide detailed feedback on deficiencies.
5. Reduce the minimum size of an ADU to one hundred and fifty square feet to be consistent with that of an efficiency unit per State Health and Safety standards.
6. Allow detached ADUs that are 800 square feet or less to be located within the front yard with a four foot front yard setback. In an effort to minimize impacts to residential neighborhoods and preserve and protect front yard setbacks from development to the greatest extent possible, Staff has proposed additional language that would only allow ADUs within the front yard setback **if there is no other feasible location on the parcel to accommodate the ADU.**

The changes discussed above were requested by HCD and are consistent with revisions to State law. However, there were some changes requested by HCD that are not required by State law and Staff did not agree with. HCD will often make interpretations and recommendations related to ADUs. Often times Staff may not agree with these recommendations and if Staff believes the changes will impact residential neighborhoods, Staff will not implement the changes until they become part of the law. Staff discussed these recommendations with the City’s attorney’s office to confirm that the changes are not required. The following changes were requested by HCD but are not being implemented as part of this amendment:

1. Unit Mixture
 - a. Current ADU State law allows for one ADU and one JADU. However, HCD has made the interpretation that two (2) ADUs, one attached and one detached, and one JADU should be allowed. This would allow up to four (4) units on single family property. As this change is not consistent with State law, Staff is not implementing this change. In addition, not implementing this change would protect single family neighborhoods from further impacts.
2. Washer/Dryer Hookups
 - a. The City’s current ADU ordinance requires that washer/dryer hookups be provided within an ADU, and allows hookups to be provided within a shared common space

for a JADU. HCD requested that this requirement be removed from the ordinance. However, this requirement was included in the ordinance, and was discussed with HCD when it was originally proposed, as there is only one (1) laundromat in the City, thus necessitating in-home appliances. In addition, State requires that ADU standards be objective, and the washer/dryer hookup is an objective standard. As such, Staff is not implementing this change.

3. Equestrian/Agricultural Property

- a. The City's current ADU ordinance requires ADUs to comply with equestrian setback standards. ADUs and any other residential structure must maintain a 35 foot setback from a corral located on-site, and 80 feet from any corral located on an adjacent parcel. HCD requested that this standard be removed as to not impeded ADU development. However, the distance requirements are consistent with the County's Department of Public Health, and therefore will not be removed from the ordinance. Staff discussed this with HCD and informed them that the requirement would remain in place to not violate County health requirements.

Electric Vehicle Charging Stations

Staff has reviewed the zoning code in light of the signing of AB 1236, and AB 970 and sees the need to significantly amend Chapter 18.38 of the SDMC to ensure compliance with the aforementioned bills. Staff is proposing modifications to include the following:

1. Expanding Chapter 18.170's definitions to include "specific, adverse impact" and using "charging station" as an alternative term.
2. Allowing EVCS as primary use by right in areas designated for service stations while clarifying exceptions to the applicability section in line with AB 970;
3. Removing restrictions on development standards that limit EVCS due to parking space loss.
4. Aligning approval authority with the City Building Official as per AB 970.

The proposed amendments to Chapters 18.38 and 18.170 are regarded as cleanup items in response to the constantly evolving State laws. These updates also include moving definitions from these chapters to Chapter 18.08 Definitions.

All the changes discussed above, for both the ADU and EV ordinance, are required by State law. In making these changes, Staff will often review the ordinance and make associated changes to be consistent with the required changes or provide further clarification or protection measures. The following amendments are being proposed as part of this amendment which provide clarification and local control measures:

Accessory Dwelling Units

1. Section 18.38.010. Density Clarification

Each residential property in the City has a maximum density that determines how many units are allowed. Per State law, ADUs are exempt from density standards and do not count towards the allowable density. The City's current ordinance does state this but the

language could benefit from a revision to allow the average reader to understand. The current language reads as follows:

“An accessory dwelling unit does not exceed the allowable density for the lot on which it is located.”

Staff is proposing the revised language:

“An ADU is an accessory use for the purpose of calculating allowable density under the general plan and zoning and does not count towards the allowable density.”

2. Section 18.38.040.Q. Development Standards – ADU Accessory Structures

The current ADU ordinance does not include development standards for accessory structures, thus they are regulated by standards of the underlying zone. Therefore, the Code allows an ADU to be developed with accessory structures, such as a garage or patio cover, that are greater in area than the ADU as long as they comply with setback and lot coverage requirements (i.e. 800 square foot ADU with a 1,000 square foot garage). This results in overdevelopment by adding additional structures and massing. Staff is proposing development standards that will limit the size of attached accessory structures to further limit and control development associated with ADUs.

In addition, the proposed standards will allow these attached accessory structures to maintain the four (4) foot setback provided for ADUs, which would provide some flexibility to provide covered on-site parking. This would be in line with the planning commission's request in an effort to alleviate on-street parking.

Electric Vehicle Charging Stations

1. Section 18170.040.J.3. Development Standards – Operational and Maintenance

Staff is proposing to add language to address conditions of disrepair. Adding this language assigns the applicant/property owner responsibility for maintaining and ensuring the functionality of the electric vehicle charging station.

ALTERNATIVES

There are no alternatives for this proposed request.

ENVIRONMENTAL REVIEW

Pursuant to CEQA guidelines Section 15061 (b)(3), CEQA does not apply to this item because there is no potential for causing a significant effect on the environment. Therefore, no additional environmental review is needed at this time.

Respectfully submitted,



Taylor Galindo
Assistant Planner

Attachments:

1. Ordinance 1321
2. Letter from the Department of Housing and Community Development
3. December 19, 2024, Planning Commission Staff Report, PC Resolution 1691, and Draft Minutes

State of California

GOVERNMENT CODE

Section 66326

66326. (a) A local agency shall submit a copy of the ordinance adopted pursuant to Section 66314 to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this article.

(b) (1) If the department finds that the local agency's ordinance does not comply with this article, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this article.

(2) The local agency shall consider the findings made by the department pursuant to paragraph (1) and shall do one of the following:

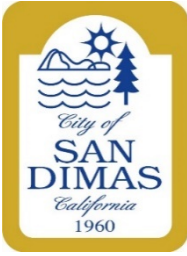
(A) Amend the ordinance to comply with this article.

(B) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this article despite the findings of the department.

(c) (1) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this article and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(2) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this article between January 1, 2017, and January 1, 2020.

(Added by Stats. 2024, Ch. 7, Sec. 20. (SB 477) Effective March 25, 2024.)



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
For the Meeting of February 25, 2025

From: Brad McKinney, City Manager

Prepared by: Michael O'Brien, Administrative Services Director

Subject: Approve Budget Amendments as Presented. Approve an Additional Budget Appropriation of \$500,000 to Account 001.4190.200.001 Utilizing Surplus Funds from Fiscal Year 2023-2024 Activity to Reduce the City's Unfunded PERS Liability. Receive and File the Mid-Year Report.

SUMMARY

This report provides an overview of the City of San Dimas' financial position at the midpoint of the 2024-25 fiscal year. It includes an analysis of revenues and expenditures, requested budget amendments, and a proposal to allocate surplus funds to reduce the City's unfunded pension liability with CALPERS.

RECOMMENDATION

Staff recommends that the City Council approve the following items:

- Approve Budget Amendments as detailed in Attachment 1.
- Approve appropriating an additional \$500,000 to the PERS Retirement Contribution account #001-4190-200-001, utilizing FY 2023-2024 surplus funds to pay down the City's unfunded pension liability.
- Receive and File the Mid-Year Report.

FISCAL IMPACT

The attached budget amendments reflect adjustments in both revenue and expenditure categories. Negative adjustments have been made to salary and benefit costs due to vacancies, as well as reductions in professional and contract services that will not be used within this fiscal year. These services will likely be addressed in a future budget cycle.

On the expenditure side, increases are required to cover several essential costs: engineering plan check services, consulting and environmental service fees, postage for public notices, hazardous waste cleanups for trash and debris removal on City rights-of-way, and advertising for public notices exceeding initial budget projections. Additionally, adjustments are being made to correct the budget for parking enforcement staff and to cover a shortfall in the sick leave buyback account, which experienced higher-than-expected participation.

The net effect of these budget amendments is a projected savings of \$1,975, which will be returned to the General Fund Balance.

Additionally, staff is requesting a \$500,000 appropriation from the FY 2023-24 surplus funds to make an extra payment toward the City's \$16,610,478 unfunded pension liability for our classic members with CALPERS. While this payment will reduce current reserves, it will generate future savings by eliminating the 6.8% interest charges on that amount of debt. For the past eight years the City has utilized surplus fund to make additional payments and reduce our overall debt which includes completely eliminating the unfunded liability for our PEPRA plan members.

This proactive approach has help keep our funding status at just over 70% which was drastically reduced when CALPERS began reducing the assumed rate of return from 7.5% to 6.8%. Additional contributions help reduce the City's future unfunded liability payments, which are expected to increase over the coming years as the City works to pay down its pension debt.

Lastly, budget adjustments are necessary to increase the accident repair and replacement account in the lighting district fund 007. This increase will cover the costs to repair City light poles damaged in motor vehicle accidents and address grant funding for the façade improvement program that was inadvertently omitted from the October 2024 carryover amendment request. These adjustments are necessary to complete the planned improvements by the end of this fiscal year.

BACKGROUND

At the close of the 2023-24 fiscal year, the City's General Fund had a surplus of \$1,159,846. After allocating \$652,742 to complete purchase orders from the prior fiscal year, the remaining surplus totaled \$507,104.

These surplus funds may be used for future needs, including FY 2024-25 operating and capital expenditures.

The mid-year review, based on actual revenues and expenditures from July through January, allows the City to assess whether the adopted budget aligns with financial trends and determine if adjustments are necessary.

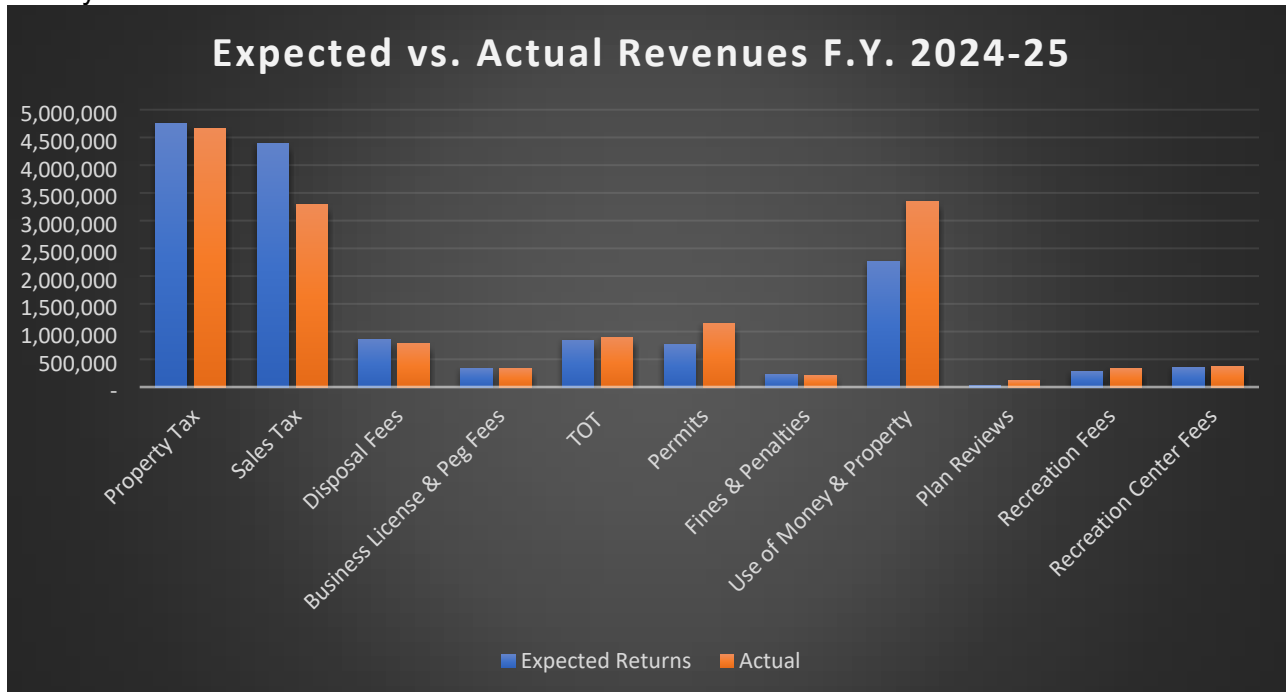
DISCUSSION/ANALYSIS

Revenue Analysis

By January, the City has received its primary property tax payment, redevelopment agency distributions, and a portion of transient occupancy tax (TOT), business license fees, and sales tax revenue. While most revenue sources align with projections, sales tax returns are lower than expected.

- The FY 2024-25 adopted budget projected sales tax revenue at \$8.5 million, but the latest estimates suggest it will total approximately \$8 million.
- However, higher-than-expected interest earnings have offset this shortfall. The Federal Reserve’s decision to maintain interest rates has allowed the City to earn higher returns on its idle cash.
- Construction activity has exceeded expectations, with permit revenue near budgeted levels and plan review fees surpassing projections. Recreation fees are also trending above estimates.

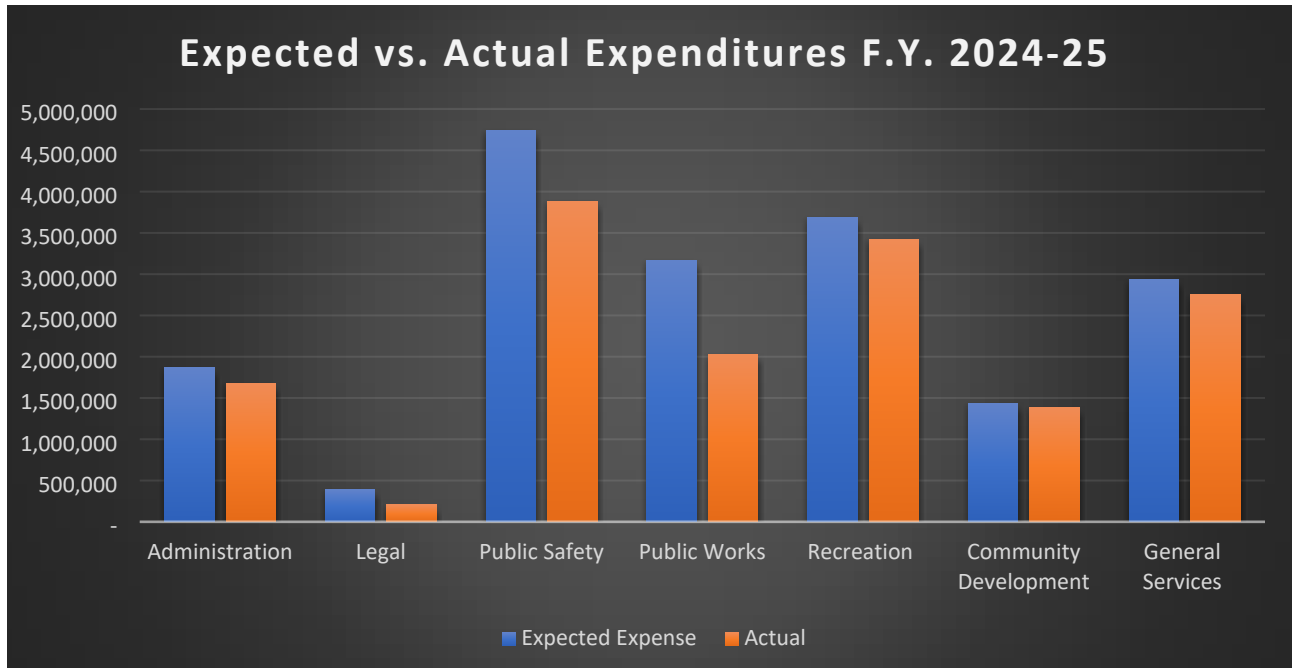
The chart below illustrates where revenues stand against expected results at this point in the fiscal year.



Expenditure Analysis

City departments are generally operating below budgeted expenditure levels. Savings have resulted from staff vacancies and delays in professional services contracts. Some expenditures will occur later in the fiscal year or be carried forward to the next budget cycle. The expected vs. actuals for public safety is a result of less overtime expenditures than were anticipated by this time of year as well as a lag time between receiving invoices and when the work was actually done. By the end of August, when all the invoices for the fiscal year activity are received, the actuals to budget should be closer to alignment.

The following chart illustrates where General Fund expenditures stand against expected costs as of the end of January 2025.



As of January 2025, revenues exceed expenditures by \$498,206. However, year-end adjustments, including loan repayments, interest allocations, and fair market value adjustments, reduce the unassigned fund balance total by a negative \$293,455.

The table below summarizes the General Fund and select reserve fund activity:

<u>Description</u>	<u>General Fund</u>	<u>New Equipment Reserve</u>	<u>Capital Asset Reserve</u>
Revenue	\$18,148,458	8,268	\$1,630,000
Expenditures	(\$17,650,252)	(\$135,695)	(\$456,920)
Golf Course Loan Repayment	\$266,797		
FMV Adjustment	(\$389,808)		
Interest Allocation	(\$668,650)		
Change in Fund Balance	(\$293,455)	(\$127,427)	\$1,173,080

A mid-year fund balance deficit of approximately \$300,000 is manageable and may be offset if expenditures remain lower than budgeted through the end of the fiscal year.

Special Funds Analysis

Most special funds have experienced reductions due to capital project expenditures, including:

- **Infrastructure Fund 12:** Funding for the San Dimas Loop project.
- **Proposition A Fund:** Transfers to Foothill Transit for future downtown improvements.
- **Park Improvement Funds:** Ongoing projects funded through Quimby fees and General Fund transfers.
- **Housing Authority Funds:** Used for mobile home façade improvements.

- **Road Improvement Funds:** Balances depend on the completion of road reconstruction projects planned for late spring and summer.

These reductions were anticipated in the adopted FY 2024-25 budget.

Cash Flow Analysis

As of July 2024, the City's cash balance was \$80.3 million. It reached a low of \$72.9 million in November before recovering to \$78.2 million in January, following the receipt of the first property tax installment.

Key projects initiated or completed include:

- San Dimas Loop repair and repaving (Ongoing)
- San Dimas Canyon & Allen Sidewalk Replacement
- Lone Hill and Via Vaquero Road reconstruction
- Installation of Catch Basins, high visibility cross walks and bike lanes/traffic calming
- Horse Thief Canyon Park (HCP) trail rehabilitation, field light improvements, soccer field turf replacement and dog park sod rehabilitation
- Irrigation system upgrades at HCP and sports plex
- Various repairs at City Hall, Senior Center and Recreation Center
- Installed additional flock safety and city facility security cameras
- Activated online plan submission portal and installed larger monitors for staff to review electronic plan submittals
- Website redesign (Ongoing)
- Completed the Downtown Specific Plan

Additional projects projected to be completed by the end of the year include the following:

- Wood and red pole street light replacements
- Various cul-de-sac repairs and alley rehabilitations
- Yard Trash Bay Roof Repair
- Completion of transient occupancy tax hotels audit and cable franchises
- Cyber Security Assessment
- City Hall Roof Repair
- Pickleball Court conversion
- Bicycle Master Plan
- Fifth Street, Belleview, Hallock and Payson Road reconstruction.

ALTERNATIVES

- The City Council may elect to deny the attached budget amendments and or deny or amend the budget appropriation request to contribute additional funds towards the cities CALPERS pension liability.
- Request additional information before receiving and filing the report.

Respectfully submitted,

A handwritten signature in black ink that reads "Michael O'Brien". The signature is written in a cursive, flowing style.

Michael O'Brien
Administrative Services Director

Attachments:

1. Listing of Budget Amendments
2. Power Point Presentation

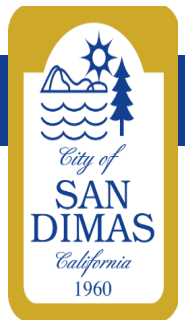
Budget Amendment Requests

Expenditure Appropriations

		2024-25 ADOPTED	2024-25 Budget	2024-25 PROPOSED
Account Name	Account Number	BUDGET	Amendment	REVISED BUDGET
Admin Advertising	001.4120.010.000	40,000.00	20,000.00	60,000.00
Special Departmental Supplies	001.4120.033.000	1,000.00	500.00	1,500.00
Assistant City Manager	001.4120.101.002	248,500.00	(48,500.00)	200,000.00
City Manager Employee Benefits	001.4120.200.000	242,500.00	(12,500.00)	230,000.00
City Manager Contingency Fund	001.4120.450.00	10,000.00	(10,000.00)	-
Admin Travel & Meeting	001.4150.021.000	19,500.00	1,500.00	21,000.00
Human Resources Manager	001.4150.101.008	143,000.00	(8,000.00)	135,000.00
Sick Leave Bank	001.4150.430.000	30,000.00	8,291.00	38,291.00
Admin Contingency Fund	001.4150.450.000	10,000.00	(7,083.00)	2,917.00
Contract Legal Services	001.4170.020.000	425,000.00	(25,000.00)	400,000.00
Professional Litigation	001.4170.020.003	200,000.00	(10,000.00)	190,000.00
Audit Cost Professional Services	001.4180.020.001	12,750.00	(7,750.00)	5,000.00
Postage	001.4190.017.000	15,000.00	5,000.00	20,000.00
Surveys & Studies	001.4190.020.023	35,000.00	(25,000.00)	10,000.00
Technology & Subscriptions	001.4190.035.001	424,868.00	6,000.00	430,868.00
Parking Enforcement Officer	001.4308.102.004	76,500.00	60,000.00	136,500.00
Community Dev. Employee Benefits	001.4308.200.000	390,500.00	(25,000.00)	365,500.00
Community Dev. Contingency	001.4308.450.000	10,000.00	5,000.00	15,000.00
Engineering Plan Check Services	001.4310.020.004	7,000.00	23,000.00	30,000.00
Public Works Contingency Fund	001.4310.450.000	15,000.00	(15,000.00)	-
Building & Safety Contingency	001.4311.450.000	10,000.00	10,000.00	20,000.00
Hazardous Waste Disposal	001.4341.028.000	40,000.00	30,000.00	70,000.00
Faciltiy Contingency Fund	001.4410.450.000	10,000.00	10,000.00	20,000.00
Backflow Registrations	001.4414.020.010	2,565.00	2,435.00	5,000.00
Parkways Water	001.4415.022.004	140,000.00	10,000.00	150,000.00
P & R Publication & Dues	001.4420.016.000	2,028.00	132.00	2,160.00
				-
Total General Fund		2,560,711.00	(1,975.00)	2,558,736.00
Accident Repair/Replacements	007.4345.020.006	47,000.00	20,000.00	67,000.00
Façade Improvement Grant Program	113.4120.020.005	210,000.00	90,000.00	300,000.00
Manufactured Housing Grant	113.4120.020.006	1,500,000.00	(255,000.00)	1,245,000.00
Manufactured Housing Grant Admin	113.4120.020.007	0.00	255,000.00	255,000.00
Total Other Funds		4,462,304.00	120,592.00	4,582,896.00

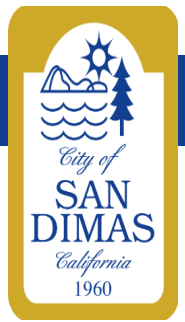
Revenue Appropriations

SB2 Planning Grant	001.356.007	-	21,838	21,838
SB2557 Admin Cost	001.311.059	(49,143.00)	(3,317)	(52,460)
Metro Double Track	012.369.019	-	77,000	77,000
SCWP Marchant Park	078.358.002	-	646,700	646,700
SCWP Lone Hill	078.358.001	-	832,620	832,620
Total Other Funds	-	(49,143.00)	1,574,841.02	1,525,698.02



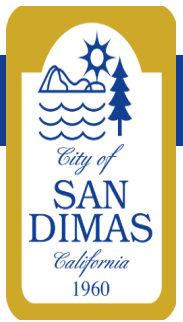
City Council Meeting February 25, 2025

Mid Year Budget Report

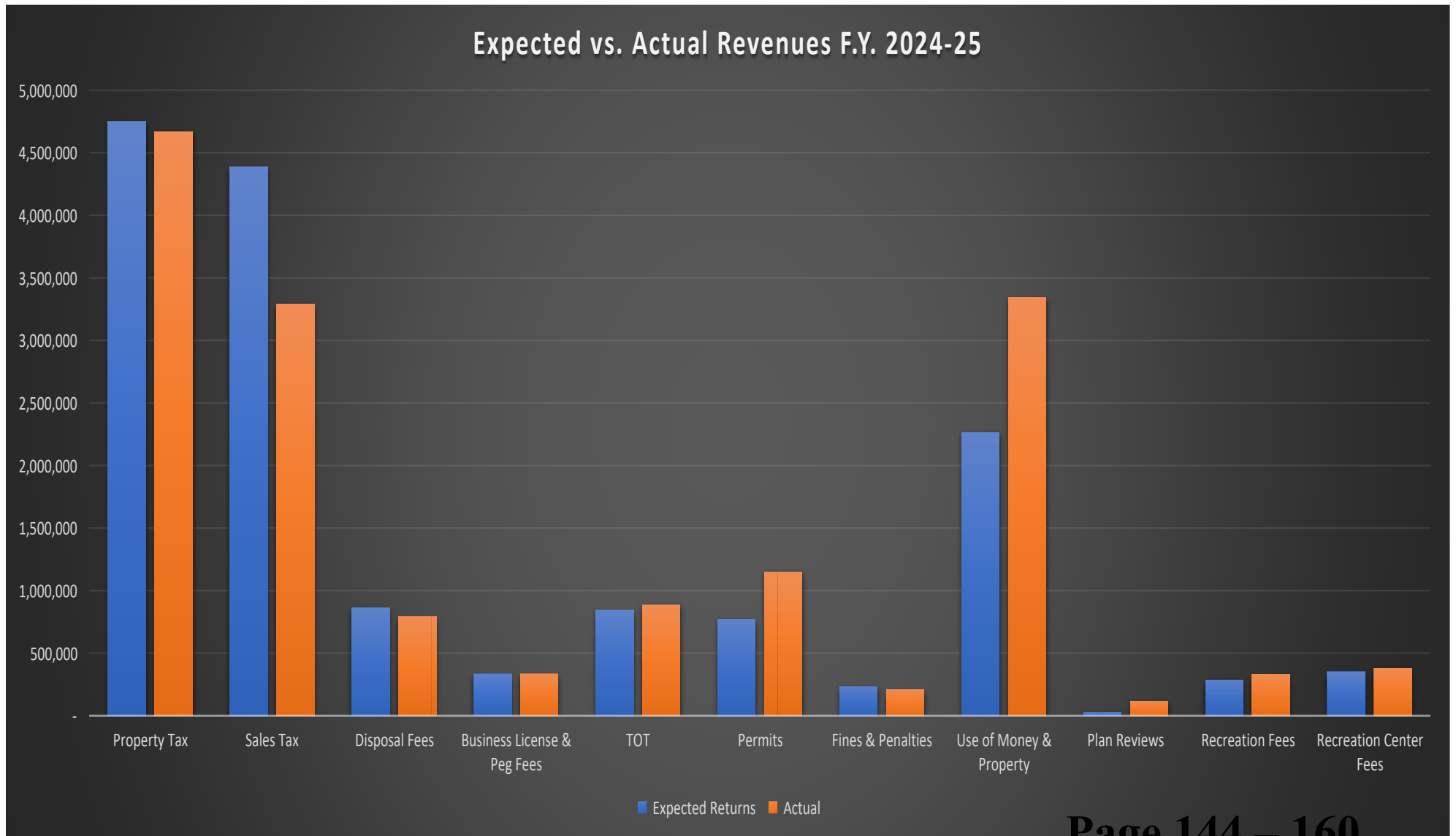


2023-2024 Year End Balances

Description	2024 Actuals	2023 Actuals	2024 Net Carryovers	Difference
Unassigned FB	\$17,812,239	\$16,652,393	(\$652,742)	\$507,104
Assigned FB	\$9,836,592	\$8,130,290	\$0	\$1,706,302
New Equipment FB	\$929,412	\$1,186,817	(12,344)	(\$269,749)
Capital Asset Replacement FB	\$7,695,743	\$6,500,000	(517,374)	\$678,369
Non-Spendable FB	\$8,700,732	\$9,559,456	\$0	(\$858,724)
Total Fund Balance	\$44,974,718	\$42,028,956	\$1,182,460	\$1,763,302

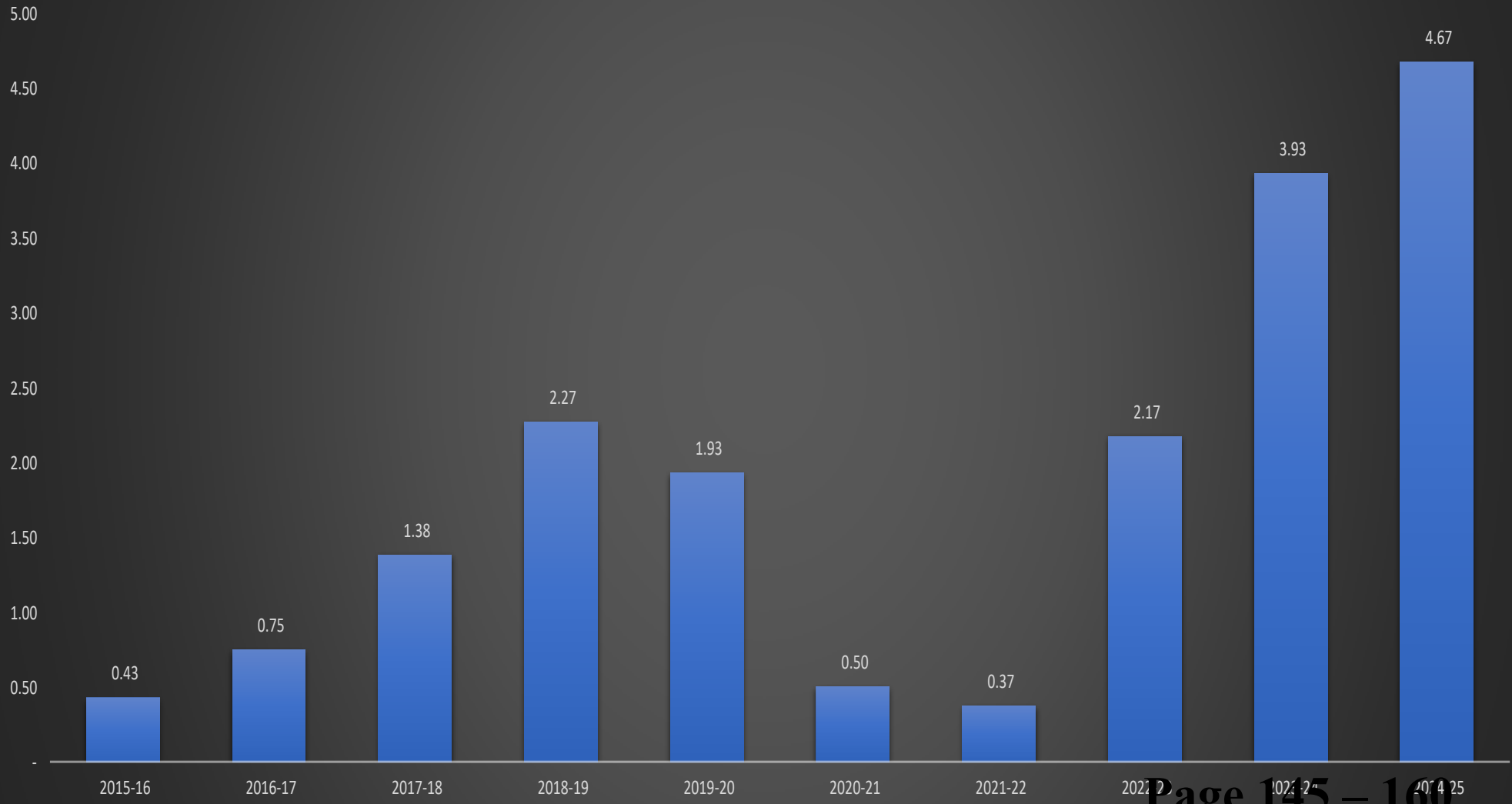


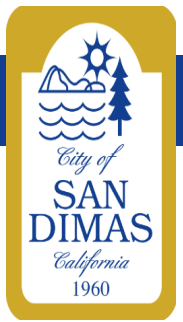
Year to Date Revenues Expected vs. Actuals



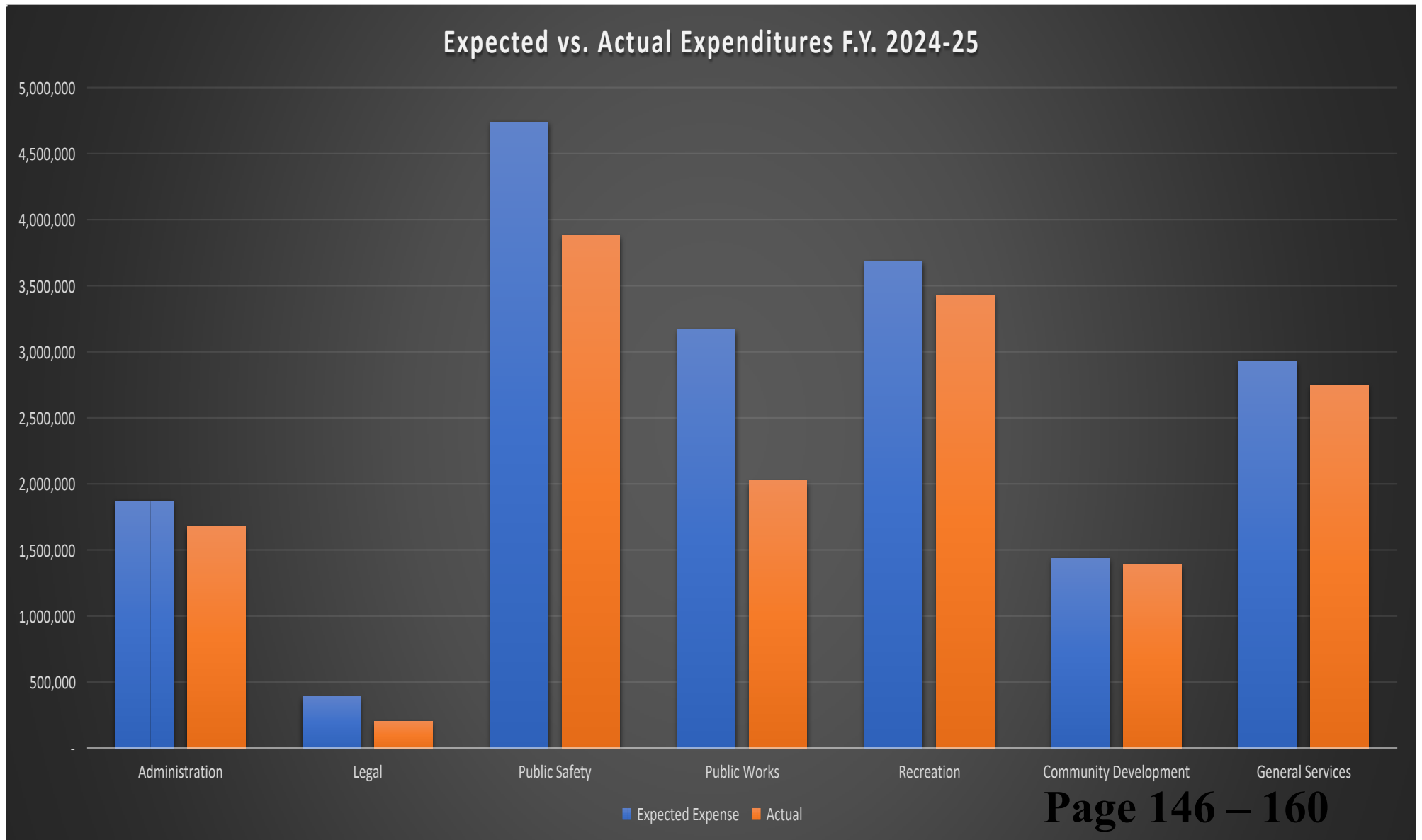
Rates of return on investments

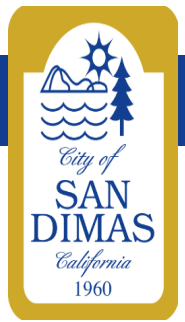
Historical LAIF Interest Rates





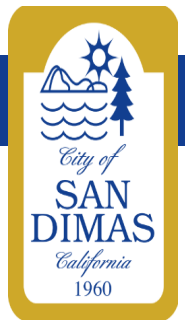
Year to Date Expenditures Expected vs. Actuals





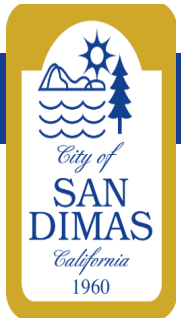
Change in Fund Balance as of 1/31/2025

Description	General Fund	New Equipment Reserve	Capital Asset Reserve
Revenue	\$18,148,458	\$8,268	\$1,630,000
Expenditures	(\$17,650,252)	(\$135,695)	(\$456,920)
Golf Course Loan Repayment	\$266,797		
FMV Adjustment	(\$389,808)		
Interest Allocation	(\$668,650)		
Change in Fund Balance	(\$293,455)	(\$127,427)	\$1,173,080



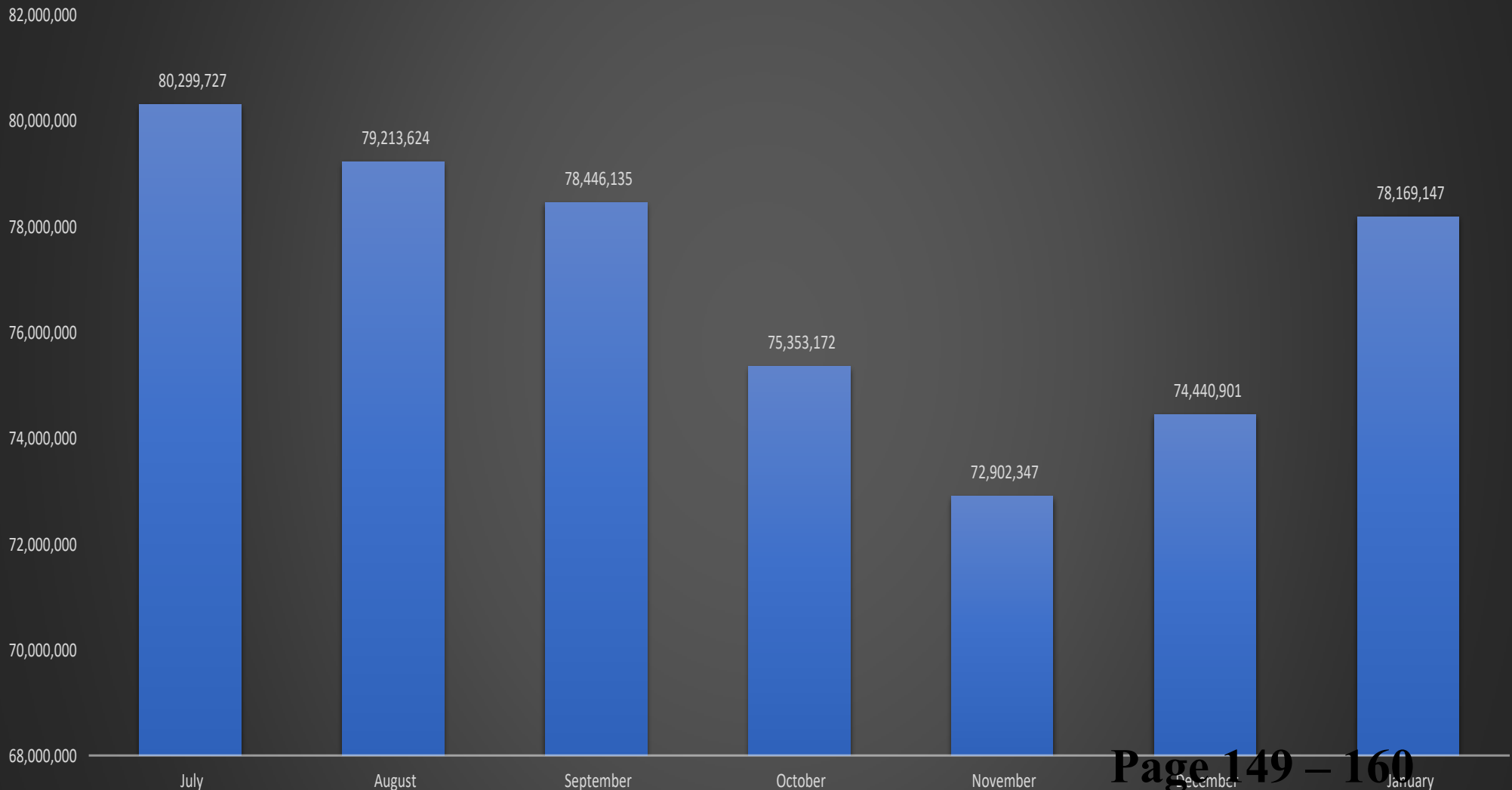
Change in Fund Balance as of 1/31/2025

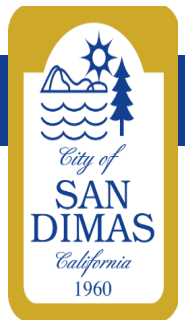
- General Fund Assigned Fund Balances increased by \$3,400,000 due to the sale of \$4,000,000 in Proposition A Funds to Foothill Transit.
- Council approved assigning the funds for future downtown improvements.
- Total General Fund Assigned Fund Balance \$13,236,592



2024-25 Cash Flow Analysis

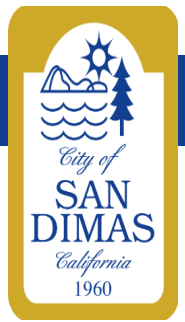
Cash Flow 2024-25





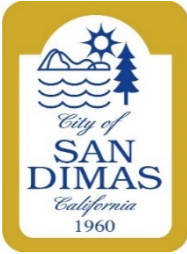
Major Projects Completed or Ongoing

- San Dimas Loop repair and repaving (Ongoing)
- San Dimas Canyon & Allen Sidewalk Replacement
- Lone Hill, and Via Vaquero, reconstruction.
- Installation of Catch Basins, high visibility cross walks and bike lanes/traffic calming
- Horse Thief Canyon Park (HCP) trail rehabilitation, field light improvements, and soccer field turf replacement
- Irrigation system upgrades at HCP and sports plex
- Various repairs at City Hall, Senior Center and Recreation Center
- Installed additional flock and city facility security cameras
- Activated online plan submission portal and installed larger monitors for plan review
- Website redesign (Ongoing)
- Downtown Specific Plan



Council Recommendations

- Approve Budget Appropriations per the attached schedule.
- Approve appropriating an additional \$500,000 to the PERS Retirement Contribution account #001-4190-200-001. Utilizing 2023-2024 surplus funds to pay down the cities unfunded pension liability.
- Receive and File the Mid Year Report.



Agenda Item Staff Report

To: Honorable Mayor and Members of City Council
For the Meeting of February 25, 2025

From: Brad McKinney, City Manager

Prepared by: Lily Flores, Housing Manager

Subject: Consideration and Approval of the Proposed Permanent Local Housing Allocation (PLHA) Funding Budget

SUMMARY

The Housing Division is proposing the program activity and sub-activity for the Permanent Local Housing Allocation (PLHA) Program administered through the Los Angeles County Development Authority (LACDA) for Program Year 4 and 5. This is a public hearing for the proposed programs and allocations.

RECOMMENDATION

Staff recommend that the City Council:

- Conduct the Public Hearing for PLHA Program Year 5 Funding.
- Adopt Resolution 2025 – 11 approving the proposed PLHA Activity and Sub-Activity and allocation as outlined.
- Approve the Reallocation of Program funds for Year 4 PLHA from Sub-Activity Rental Assistance to Supportive Case Management.
- Authorize the City Manager or his designee to execute any and all documents necessary to further the projects herein, including but not limited to amendments and modifications thereto for the PLHA Program with the Los Angeles County Development Authority (LACDA) and the amendment with the Los Angeles Center for Alcohol and Drug Abuse.

GOVERNMENT CODE §84308 APPLIES:

<https://leginfo.legislature.ca.gov>

No

FISCAL IMPACT

Limited Staff time, depending on the nature of the projects and programs considered is expected. The potential financial impacts would be funded through the available Housing Authority funds already budgeted.

BACKGROUND

In September 2017, the California Legislature approved Senate Bill 2 (SB2), known as the Building Homes and Jobs Act (Act), which established a \$75.00 recording fee on real estate documents to increase the supply of affordable housing. The Act established the Permanent Local Housing Allocation (PLHA) program administered by the California Department of Housing and Community Development (HCD). The PLHA program provides funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

Under the PLHA Program, funding is provided to entitlement jurisdictions based on the formula prescribed under federal law for the Community Development Block Grant (CDBG). As a participating city in the Urban County Cooperation Agreement for CDBG with the Los Angeles County Development Authority (LACDA), the City receives a proportional share of the allocation from LACDA based on the CDBG formula, as long as the City continues to meet the threshold requirements, including having a State-approved Housing Element.

LACDA submitted their five (5) year plan to HCD and received initial approval by signing a Standard Agreement in 2020. Following extensive negotiations with the State, LACDA amended their plan while navigating through evolving requirements and determining how best to program funding to meet priority local needs, the Amended Standard Agreement was approved and executed October 28, 2022. LACDA then provided the eligible activities that participating cities can administer with PLHA funds:

- Multifamily Rental Housing
- Affordable Rental, Ownership, and ADU Housing
- Matching Funds to Regional Housing Trust Funds
- Housing for Homeless
- Homeownership Opportunities Assistance

With the rise in the homeless population and the need for assistance to those at risk of homelessness, on April 25, 2023, City Council approved the combined allocation of PLHA Yr. 1 and 2 funding of \$215,696 to the eligible Activity: Housing for Homeless identifying the available programs and providing assistance to extremely low income residents with Sub-Activities categories: Rapid Rehousing, Rental Assistance, Supportive Case Management, Operating Cost for Navigation Centers, and/or Operating Cost for Emergency Shelters. At the same meeting, the City Council approved the continuing participation in the PLHA program and acceptance of Yr. 3 PLHA program funds of \$178,034. On October 10, 2023, the City entered into a reimbursable contract for the PLHA Program with LACDA for Rental Assistance and Rapid Rehousing Programs. These funds are targeted to benefit extremely low-income households who are experiencing homelessness or at risk of being homeless.

On December 12, 2023, the City Council approved the Program Policies and Procedures for the PLHA Rental Assistance Program and Rapid Rehousing Program. The Rental Assistance Program assists eligible seniors with up to 16 months of rental assistance. The approved recipient pays 30% of their income towards their rent, while PLHA pays the difference. This Program is

intended to be a temporary solution that allows a senior to build a savings and better manage their personal finances. To meet eligibility for the Program the applicant must meet the following criteria: be a resident of San Dimas for at least 1 year, 62 and older, have income below 30% of the Area Median Income (AMI), and be paying more than 50% of their income towards their housing cost. The Housing Division had an open application period from January 22, 2024, to February 5, 2024. During that time a total of 40 applications were submitted, 23 were approved while 17 did not qualify. Since allocated funds were still available, Housing has been accepting applications on a walk-in basis. To date we have processed a total of 56 applications. The Rapid Rehousing Program assists those experiencing homelessness, who have qualified for housing, with security deposits and up to 3 months of rental assistance not to exceed \$5,000. This Program is intended to help the individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

PLHA FUNDING							
Program	Yr 1 & 2 Allocations	Yr. 3 Allocation	Total Program Budget	Program Goals	# Households/Persons Assisted	Total Funds Expended/Allocated	Budget Balance
Rental Assistance	\$200,000	\$170,034	\$370,034	25	30	\$368,890	\$1,144
Rapid Rehousing	\$15,696	\$8,000	\$23,696	12	5	\$10,642	\$13,054
Total	\$215,696	\$178,034	\$393,730		35	\$379,532	\$14,198

DISCUSSION/ANALYSIS

On December 3, 2024, LACDA announced the City’s tentative Year 5 PLHA funding allocation of \$77,995. Overall, LACDA experienced a decreased level of funding for Yr. 5 and the prior Yr. 4 due to the decline in real estate transactions. In order for the City to enter into a contract with LACDA for Yr. 5 funding, conducting a public hearing has been added to the program/regulatory requirements. A 30-day Public Hearing Notice was published January 24, 2025 (Attachment 1).

Currently, the City is using PLHA funds for the Activity: Housing for Homeless. These funds serve very low-income persons at 30% or below AMI who are homeless or at risk of homelessness:

Income Limits					
Los Angeles County 30% AMI					
# Persons in Household	1	2	3	4	5
Extremely Low	\$29,150	\$33,300	\$37,450	\$41,600	\$44,950

The following Sub-Activities are allowable activities under Housing for Homeless:

- Rapid Rehousing
- Rental Assistance
- Supportive Case Management
- Operating Costs for Navigating Centers
- Capital Costs for Navigation Centers
- Operating Costs for Emergency Shelters
- New Construction
- Rehabilitation
- Preservation

After careful consideration of PLHA program requirements and the significant decrease of funding allocations, Staff is recommending to continue allocating Yr. 5 program funds of \$77,995 to

Activity: Housing for Homeless, and focus direction to a different Sub-Activity: Supportive Case Management.

Currently, the City contracts with the Los Angeles Center for Alcohol and Drug Abuse (LA CADA) for our homeless street outreach services. LA CADA works in tandem with our Housing Services Coordinator providing services to the unsheltered community. The team of 2 (two) outreach workers service our City, eight (8) hours a day, Monday, Wednesday and Friday. With the PLHA funds, we are proposing to increase LA CADA's service days by two (2) additional days to a 5-day a week schedule, Monday thru Friday where the LA CADA team can focus on providing Supportive Case Management services to the clients they encounter. Supportive Case Management Services will include working with our Housing Services Coordinator in services such as assessing the client's needs and developing of a housing plan, entering data into the County's Homeless Management Information System (HMIS) and Coordinated Entry System (CES), referral and linkage to community resources, evaluation of clients' needs and linkage to substance use treatment programs. Yr. 5 Program funds are scheduled to be budgeted in FY 2026-27. With the allocation of funds to Sub-Activity Supportive Case Management, PLHA funds will pay 33% of the LA CADA contract monthly invoice.

On April 1, 2024, LACDA announced the Yr. 4 funding allocations with the City of San Dimas receiving an allocation of \$89,231. At the time, the City submitted a letter of intent to LACDA to continue funding the Activity Housing for Homeless, Sub-Activity Rental Assistance for the full \$89,231 allocation. Due to the Rental Assistance Program meeting its goals, potential, and substantial funding reduction, staff is also recommending the reallocation of Yr. 4 PLHA Program funds of \$89,231 from Sub-Activity: Rental Assistance to Sub-Activity: Supportive Case Management. Yr. 4 Program funds are scheduled to be budgeted in FY 2025-26. With Council's approval, Yr. 4 Program funds of \$89,231 will be budgeted to Sub Activity: Supportive Case Management to pay 33% of the LA CADA contract monthly invoice. Should the Council approve this allocation, the current LA CADA agreement will be amended to expand services to five (5) days a week.

ALTERNATIVES

No alternatives are recommended for this request

ENVIRONMENTAL REVIEW

This item is not subject to environmental review under the California Environmental Quality Act (CEQA). Under CEQA guidelines Section 15378 (b)(5), continued administrative activities and organization activities that will not result in a direct or indirect physical change in the environment are not CEQA projects. Moreover, under CEQA guidelines CEQA guidelines Section 15784 (b)(4), government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment are not CEQA projects.

Respectfully submitted,



Lily Flores
Housing Manager

Attachments:

1. Notice of Public Hearing for PLHA Program Year 5 Funding
2. Resolution 2025 - 11 authorizing the allocation of PLHA Program Funds

CITY OF SAN DIMAS

City Council

NOTICE OF PUBLIC HEARING

SUBJECT: Permanent Local Housing Allocation (PLHA) Program Year 5 Funding

LOCATION: City-wide

REQUEST: Year 5 Program Funding Permanent Local Housing Allocation (PLHA)
Approval of Proposed Year 5 Permanent Local Housing Allocation (PLHA) Funding Budget

APPLICANT: City of San Dimas

STAFF CONTACT: Lily Flores, Housing Manager, Community Development

ENVIRONMENTAL: CEQA Categorical Exemption per Section 15061(b)(3) – The activities will not result in a direct or reasonably foreseeable indirect physical change in the environment

PUBLIC HEARING LOCATION: City Hall Council Chambers
245 E. Bonita Avenue
San Dimas, California 91773

HEARING DATE AND TIME: Tuesday February 25, 2025
at 7:00 P.M.

The public is invited to review the City of San Dimas’s proposed activity to the PLHA Program which identifies projected use of funds for the program Yr. 5 funding. The public can participate by providing comments for the purpose of obtaining citizen views on the final budget allocation for the activities listed below.

The PLHA is an SB 2 funded program that provides an ongoing permanent source of funding through State Property Transfer Fees to increase affordable housing stock in California. Cities that are partners of the Los Angeles County Development Authority (LACDA) through the Urban County Cooperation Agreement will be able to access the allocations for the PLHA Program.

The City of San Dimas expects to receive approximately \$77,995 in State Permanent Local Housing Allocation (PLHA) funds as a participant in the PLHA Program. These funds will be available to the City on July 1, 2027 and must expended by June 30, 2028.

PLHA funds may be used for a variety of activities for housing-related projects and programs that assist in addressing the unmet housing needs of the local communities in California.

The following Activity and Sub Activity proposed for the Year 5 (2023 Allocation):

- Activity – Housing for Homeless
 - Sub Activity – Rapid Rehousing
 - Rental Assistance
 - Supportive Case Management
 - Operating Costs for Emergency Shelters

Detailed descriptions of the subject proposals are on file in the Community Development Department at City Hall. If you would like more information about the proposed programs, please contact the Community Development Department at (909) 394-6282 and ask for information as listed above.

Please Address Comments to: City of San Dimas
Community Development
Attn: Lily Flores
245 E Bonita Avenue
San Dimas, CA 91773

PUBLISHED: Inland Valley Daily Bulletin
January 24, 2025

RESOLUTION 2025-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, AUTHORIZING THE PROGRAMMING AND ALLOCATION OF THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDING FOR YEAR 5 FOR PLHA ELIGIBLE ACTIVITIES

WHEREAS, the Permanent Local Housing Allocation funding is provided to entitlement jurisdictions based on the formula prescribed under federal law for the Community Development Block Grant Program; and

WHEREAS, the City of San Dimas contracts with the Los Angeles County Development Authority (LACDA) for the disbursement of Permanent Local Housing Allocation; and

WHEREAS, the City of San Dimas will receive a funding allocation of Yr. 5 funds of \$77,995 through the Permanent Local Housing Allocation Funds; and

WHEREAS, the City Council approves the programming for Permanent Local Housing Allocation eligible activities.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of San Dimas does hereby resolve that:

SECTION 1. The City Council approves the programs to be implemented using PLHA funds under the Activity, Housing for Homeless:

- Supportive Case Management;

SECTION 2. The City Council approves the Permanent Local Housing Allocation of \$77,995 for Fiscal Year 2026-27 and instructs Staff to submit the necessary document and a copy of this Declaration to the Los Angeles County Community Development Authority.

SECTION 3. The City Council authorizes the City Manager, or his designee, to execute any and all documents necessary for participation in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program on behalf of the City of San Dimas

PASSED, APPROVED AND ADOPTED this 25th day of February, 2025.

Emmett G. Badar, Mayor

ATTEST:

Debra Black, City Clerk

I, Debra Black, City Clerk, hereby certify that Resolution 2025-11 was adopted by the City Council of San Dimas at its regular meeting of February 25th, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Black, City Clerk