

CLAREMONT CITY COUNCIL

MEETING AGENDA

City Council Chamber
225 Second Street
Claremont, CA 91711



Tuesday
January 08, 2019
6:30 PM

COUNCILMEMBERS

**COREY CALAYCAY
MAYOR**

LARRY SCHROEDER

ED REECE

JED LEANO

JENNIFER STARK

CALL TO ORDER THE MEETING OF THE CITY COUNCIL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

CLOSED SESSION REPORT

CEREMONIAL MATTERS, PRESENTATIONS, AND ANNOUNCEMENTS

CITY MANAGER REPORT

PUBLIC COMMENT

The Council has set aside this time for persons in the audience who wish to comment on items that ARE NOT LISTED ON THIS AGENDA, but are within the jurisdiction of the City Council. Members of the audience will later have the opportunity to address the City Council regarding ALL OTHER ITEMS ON THE AGENDA at the time the Council considers those items.

At this time the Council will take public comment for 30 minutes. Public Comment will resume later in the meeting if there are speakers who did not get an opportunity to speak because of the 30-minute time limit.

The Brown Act prohibits the City Council from taking action on oral requests relating to items that are not on the agenda. The Council may engage in a brief discussion, refer the matter to staff, and/or schedule requests for consideration at a subsequent meeting.

The Council requests, but does not require, speakers to identify themselves. When you come up to speak, please state your name unless you wish to remain anonymous. Each speaker will be

allowed four (4) continuous minutes.

CONSENT CALENDAR

All matters listed on the consent calendar are considered to be routine. The City Council or one or more Commissions and/or Committees have previously considered most of the items on the consent calendar. The Council may act on these items by one motion following public comment.

Only Councilmembers may pull an item from the consent calendar for discussion.

The City Council will waive reading of resolutions and ordinances. Each resolution and ordinance will be numbered following Council approval.

Now is the time for those in the audience to comment on the consent calendar. Each speaker will be allowed four (4) continuous minutes to comment on items on the consent calendar.

1. ADOPTION OF RESOLUTIONS APPROVING CITY WARRANT REGISTERS

- Recommendation:** Staff recommends that the City Council:
- A. Adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID, dated December 13, 2018; and
 - B. Adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID, dated December 20, 2018;

Attachment(s): Resolution Approving City Warrant Register Dated December 13, 2018
Resolution Approving City Warrant Register Dated December 20, 2018

2. CITY COUNCIL MINUTES OF DECEMBER 11, 2018

- Recommendation:** Staff recommends that the City Council approve and file the regular City Council meeting minutes of December 11, 2018.

Attachment(s): Draft Regular Meeting Minutes of December 11, 2018

3. LOT LINE ADJUSTMENT (FILE #18-LL01) AFFECTING TWO PARCELS; LOT 1 OWNED BY THE CLAREMONT COLLEGES INC., AND LOT 2 OWNED BY PITZER COLLEGE. APPLICANTS - THE CLAREMONT COLLEGES INC., AND PITZER COLLEGE

- Recommendation:** Staff recommends that the City Council adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA APPROVING LOT LINE ADJUSTMENT (FILE #18-LL01) AFFECTING TWO COLLEGE-OWNED PARCELS IN THE VICINITY OF MILLS AVENUE AND BLAISDELL DRIVE, which adjusts the property boundaries of two lots, one owned by The Claremont Colleges Inc., and the other owned by Pitzer College, as the findings required in Section 17.256.020 of the Claremont Municipal Code can be made.

Attachment(s): Resolution Approving Lot Line Adjustment #18-LL01
Aerial Photos of Vicinity of Lot Line Adjustment

4. ACCEPTANCE OF PUBLIC IMPROVEMENTS AND RELEASE OF SUBDIVISION IMPROVEMENT BONDS AND CASH DEPOSITS FOR FINAL TRACT MAP NO. 72078 AND FINAL TRACT MAP NO. 72539, SUBDIVIDING A COMBINED TOTAL OF 7.62 ACRES FOR RESIDENTIAL TOWNHOME CONDOMINIUM PURPOSES ON THE SOUTH EAST CORNER OF BASE LINE ROAD AND MOUNTAIN AVENUE. APPLICANT - D.R. HORTON - LOS ANGELES HOLDING COMPANY, INC.

Recommendation: Staff recommends that the City Council accept and approve the public improvements and release the applicable improvement bonds and cash deposits for Final Tract Map No. 72078 and Tract Map No. 72539.

Attachment(s): Tract Map 72078
Tract Map 72539
TR 72078 Subdivision Improvement Agreement
TR 72539 Subdivision Improvement Agreement

5. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE AND RELATED DOCUMENTS IN CONNECTION WITH THE SALE OF CITY-OWNED PROPERTY, 119 YALE AVENUE (APN 8313-020-904)

Recommendation: Staff recommends that the City Council adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE AND RELATED IMPLEMENTING DOCUMENTS IN CONNECTION WITH THE SALE OF A PORTION OF THE PROPERTY WITH ASSESSOR PARCEL NUMBER (APN) 8313-020-904.

Attachment(s): Resolution

6. AWARD OF CONTRACT TO PRUDENTIAL OVERALL SUPPLY FOR UNIFORM SERVICES

Recommendation: Staff recommends that the City Council authorize the City Manager to enter into a sixteen-month contract in an amount not to exceed \$20,000, with three optional one-year extensions, in an amount not to exceed \$15,000 per year, with Prudential Overall Supply for providing uniform services.

7. AMENDMENT TO AWARD OF CONTRACT FOR THE PURCHASE OF A BRUSH CHIPPER

Recommendation: Staff recommends that the City Council amend its November 13, 2018 action to award a contract and authorize the City Manager to enter into an agreement with RDO Equipment Co. for the purchase of a brush chipper at a cost of \$62,963.44.

8. AUTHORIZATION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH SILVER & WRIGHT LLP FOR SPECIAL LEGAL SERVICES RELATED TO CODE ENFORCEMENT ACTIONS

Recommendation: Staff recommends that the City Council authorize the City Manager to amend the contract amount of the agreement with Silver & Wright LLP for special legal services in an amount not to exceed \$20,000, for a total contract amount not to exceed \$70,000.

PUBLIC HEARINGS

Public Hearings will not begin before 7:00 p.m. Each speaker providing public comment will be allowed four (4) continuous minutes to speak, which cannot be delegated.

9. TAX EQUITY AND FISCAL RESPONSIBILITY ACT OF 1982 HEARING TO APPROVE THE ISSUANCE OF \$13 MILLION IN TAX EXEMPT FINANCING BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR THE BENEFIT OF HARVEY MUDD COLLEGE

Recommendation: Staff recommends that the City Council adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY 2019 TAX EXEMPT LOAN FOR THE BENEFIT OF HARVEY MUDD COLLEGE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$13,000,000 FOR THE PURPOSE OF FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF VARIOUS EDUCATIONAL AND ADMINISTRATIVE FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO.

Attachment(s): Proposed Resolution

10. PUBLIC HEARING TO RECEIVE PUBLIC INPUT AND DISCUSS POTENTIAL TRANSITION FROM AT-LARGE TO DISTRICT ELECTIONS, PURSUANT TO ELECTIONS CODE 10010(A) (1) AND ADOPTION OF A RESOLUTION SETTING FORTH LEGAL CRITERIA FOR DRAWING DISTRICTS

Recommendation: Staff recommends that the City Council:

- A. Adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA SETTING FORTH LEGAL CRITERIA FOR DRAWING DISTRICTS;
- B. Receive public comment regarding the composition of the yet to be formed voting districts; and
- C. Appropriate an additional \$15,000 from the Operating and Environmental Emergency Reserve to fund the cost of consultant and attorney time to take the City through the process of moving to district-based elections, which is required if the City Council wishes to conduct weekend workshops.

Attachment(s): Resolution Setting Forth Criteria for Districts
Table of Results of CVRA Litigation
City Council Resolution 2018-67

11. FEE SCHEDULE FOR TRASH ENCLOSURE CLEANING AND BOARD UP SERVICES

- Recommendation:** Staff recommends that the City Council:
- A. Adopt a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ADOPTING A NEW SCHEDULE OF FEES FOR BOARD UP SERVICES; and
 - B. Adopt a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ADOPTING A NEW SCHEDULE OF FEES FOR REFUSE ENCLOSURE CLEANING SERVICES.

- Attachment(s):** Resolution Adopting Schedule of Fees for Board Up Services
Resolution Adopting Schedule of Fees for Trash Enclosure Cleaning Services
Stormwater Pollution Prevention Brochure
Excerpt from the 10-22-18 Parks, Hillsides, & Utilities Committee Meeting
Excerpt from the 11-07-18 C&HS Commission Meeting

ORDINANCES - None**ADMINISTRATIVE ITEMS****12. REQUEST FOR REMOVAL OF TWO CANARY ISLAND PINE TREES AT 2233 KEMPER AVENUE**

- Recommendation:** Staff recommends that the City Council uphold the Community and Human Services Commission recommendation to deny the request for removal of the two Canary Island Pine trees at 2233 Kemper Avenue.

- Attachment(s):** Original Email from Resident
Appeal Form
Photos of Trees
Excerpt from the 7-18-18 Tree Committee Meeting
Excerpt from the 10-17-18 Tree Committee Meeting
Excerpt from the 11-7-18 Community & Human Services Commission Meeting

13. AUTHORIZATION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP TO EVALUATE THE RETROFITTING, REUSE, AND EXPANSION OF THE CURRENT POLICE STATION AND CITY YARD ADMINISTRATION BUILDING

- Recommendation:** Staff recommends that the City Council:
- A. Based on the recommendation from the Police Station Citizens Advisory Committee, authorize the City Manager to amend the agreement with IDS Group to increase the compensation amount by \$30,000, for a total cost of \$43,345, to provide for additional analysis of the feasibility of retrofit, reuse and expansion of the existing Police Station, and repurposing and expanding the administration building at the City Yard; and
 - B. Appropriate \$30,000 from the Operating and Environmental Emergency Reserve to cover the additional cost of the agreement with IDS Group.

Attachment(s): 10/23/18 City Council Staff Report
10/23/18 City Council Minutes
10/17/18 PSCAC Minutes
Excerpt from the 12/5/18 Draft PSCAC Minutes

CONTINUED PUBLIC COMMENT

This time is reserved for those persons who were unable to speak earlier in the agenda because of the 30-minute time restriction.

MAYOR AND COUNCIL

Council Item

14. ANNOUNCEMENT AND CONFIRMATION OF LOCAL AND REGIONAL COUNCILMEMBER APPOINTMENTS, AND ADOPTION OF A RESOLUTION DESIGNATING A GOVERNING BOARD MEMBER AND VOTING ALTERNATE TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY

Recommendation: Mayor Calaycay recommends that the City Council:

- A. Confirm the various appointments to local and regional committees, boards, and organizations; and
- B. Adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, DESIGNATING A GOVERNING BOARD MEMBER AND A VOTING ALTERNATE TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY.

Attachment(s): Council Committee Master List 2019
Resolution Designating a Board Member and Alternate to the SGVCOG
Form 806

Council Assignment Reports

City Councilmembers may serve as representatives on regional organizations. This time is allocated for reports about their activities.

COMMISSIONS

- *Architectural Commission (One Vacancy)*
- *Community and Human Services Commission (One Vacancy)*
- *Police Commission (One Vacancy)*
- *Sustainability Committee (Three Vacancies)*
- *Traffic and Transportation Commission (One Vacancy)*

ADJOURNMENT

THE NEXT REGULAR MEETING OF THE CLAREMONT CITY COUNCIL WILL BE HELD ON, JANUARY 22, 2019, AT 6:30 P.M. IN THE CLAREMONT CITY COUNCIL CHAMBER, 225 SECOND STREET.

A LOOK AHEAD – Upcoming Meetings and Tentative Agenda Items

- City Council Priority Workshop (Tentatively Set for January 29, 2019)

MATERIALS RELATED TO AN ITEM ON THIS AGENDA, AND SUBMITTED TO THE CITY COUNCIL AFTER PUBLICATION OF THE AGENDA, ARE AVAILABLE TO THE PUBLIC IN THE CITY CLERK'S OFFICE AT 207 HARVARD AVENUE, CLAREMONT, MONDAY THROUGH THURSDAY, 7 AM – 6 PM. SUBJECT MATERIALS WILL BE MADE AVAILABLE ON THE CITY WEBSITE AS SOON AS POSSIBLE - www.ci.claremont.ca.us. For more information, please call the City Clerk's Office at 909-399-5461.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, THIS AGENDA WILL BE MADE AVAILABLE IN APPROPRIATE ALTERNATIVE FORMATS TO PERSONS WITH DISABILITIES. ANY PERSON WITH A DISABILITY WHO REQUIRES A MODIFICATION OR ACCOMMODATION IN ORDER TO PARTICIPATE IN A CITY MEETING SHOULD CONTACT THE CITY CLERK AT 909-399-5461 "VOICE" OR 1-800-735-2929 "TT/TTY" AT LEAST THREE (3) WORKING DAYS PRIOR TO THE MEETING, IF POSSIBLE.

I, SHELLEY DESAUTELS, CITY CLERK OF THE CITY OF CLAREMONT, CALIFORNIA, HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING AGENDA WAS POSTED AT CLAREMONT CITY HALL, 207 HARVARD AVENUE, ON JANUARY 3, 2019, PURSUANT TO GOVERNMENT CODE SECTION 54954.2.

POST THROUGH: JANUARY 9, 2019



Claremont City Council

Agenda Report

File #: 2678

Item No: 1.

TO: TARA SCHULTZ, CITY MANAGER
FROM: SHELLEY DESAUTELS, CITY CLERK
DATE: JANUARY 8, 2019

Reviewed by:
City Manager: TS
Finance Director: AP

SUBJECT:

ADOPTION OF RESOLUTIONS APPROVING CITY WARRANT REGISTERS

RECOMMENDATION

Staff recommends that the City Council:

- A. Adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID, dated December 13, 2018; and
- B. Adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID, dated December 20, 2018;

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted by:

Shelley Desautels
City Clerk

Attachments:

- A - Resolution Approving City Warrant Register Dated December 13, 2018
- B - Resolution Approving City Warrant Register Dated December 20, 2018

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

NOW THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:

SECTION 1. That the list of claims and demands dated December 13, 2018, totaling \$1,773,806.03 has been audited as required by law.

SECTION 2. That warrant numbers 3560 through 3566, 236532 through 236645, and 4854 inclusive, are hereby allowed in the amounts and ordered paid out of the respective funds.

SECTION 3. That the Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 8th day of January, 2019.

Mayor, City of Claremont

ATTEST:

City Clerk, City of Claremont

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

NOW THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:

SECTION 1. That the list of claims and demands dated December 20, 2018, totaling \$985,624.85 has been audited as required by law.

SECTION 2. That warrant numbers 3567 through 3575, 236646 through 236782, and 4855 inclusive, are hereby allowed in the amounts and ordered paid out of the respective funds.

SECTION 3. That the Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 8th day of January, 2019.

Mayor, City of Claremont

ATTEST:

City Clerk, City of Claremont



Claremont City Council

Agenda Report

File #: 2679

Item No: 2.

TO: TARA SCHULTZ, CITY MANAGER
FROM: SHELLEY DESAUTELS, CITY CLERK
DATE: JANUARY 8, 2019

Reviewed by:
City Manager: TS
Finance Director: AP

SUBJECT:

CITY COUNCIL MINUTES OF DECEMBER 11, 2018

RECOMMENDATION

Staff recommends that the City Council approve and file the regular City Council meeting minutes of December 11, 2018.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted by:

Prepared by:

Shelley Desautels
City Clerk

Jamie Costanza
Deputy City Clerk

Attachment:

Draft Regular Meeting Minutes of December 11, 2018

**CLAREMONT CITY COUNCIL
MINUTES**

Tuesday, December 11, 2018, 2018 - 6:30 p.m.
City Council Chamber
225 Second Street, Claremont, California

CALL TO ORDER

Mayor Nasiali called the meeting to order at 6:33 p.m.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

PRESENT COUNCILMEMBER: CALAYCAY, LYONS, NASIALI, PEDROZA,
SCHROEDER

ABSENT COUNCILMEMBER: NONE

ALSO PRESENT Tara Schultz, City Manager; Joseph Larsen, Deputy City Attorney; Christopher Paulson, Director of Community Services; Brad Johnson, Director of Community Development; Shelly Vander Veen, Police Chief; Anne Turner, Director of Human Services; Shelley Desautels, City Clerk

CLOSED SESSION REPORT

There was no closed session to report on.

CEREMONIAL MATTERS, PRESENTATIONS, AND ANNOUNCEMENTS

Mayor Nasiali recognized Logan Nigh, Senior Human Services Leader, who has joined the Peace Corps.

CITY MANAGER REPORT

There was no City Manager report.

PUBLIC COMMENT

Mayor Nasiali invited public comment.

Amy Crow, Claremont Library Manager, highlighted upcoming events at the Library and shared that the Library will be closed on December 24, at 5:00 p.m., December 25, December 31, at 5:00 p.m., and January 1. She reminded all that the Library's on-line library is always open.

There were no other requests to speak.

CONSENT CALENDAR

Mayor Nasiali invited public comment on the Consent Calendar.

There were no requests to speak.

Routine Administrative Items

1. Adoption of a Resolution Approving City Warrant Registers
Adopted Resolution No. 2018-68, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID, dated November 29, 2018.
2. City Council Minutes of November 27, 2018 (Special and Regular)
Approved and filed.
3. Second Reading and Adoption of an Ordinance Revising the 2011 Speed Survey for Bonita Avenue (Indian Hill Boulevard to the Westerly City Limit) and First Street (College Avenue to Claremont Boulevard) and New Speed Survey for Harrison Avenue (Harvard Avenue to Indian Hill Boulevard) Retaining the Current Speed Limits
Adopted Ordinance No. 2018-12, AN ORDINANCE OF THE CITY OF CLAREMONT, CALIFORNIA, AMENDING SECTION 10.48.010 OF THE CLAREMONT MUNICIPAL CODE RELATING TO THE ADOPTION AND ESTABLISHMENT OF SPEED LIMITS ON BONITA AVENUE (INDIAN HILL BOULEVARD TO THE WESTERLY CITY LIMIT) AND FIRST STREET (COLLEGE AVENUE TO CLAREMONT BOULEVARD), AND NEW SPEED SURVEY FOR HARRISON AVENUE (HARVARD AVENUE TO INDIAN HILL BOULEVARD).

Councilmember Pedroza moved to approve the Consent Calendar, seconded by Councilmember Lyons, and carried on a vote as follows:

AYES: Councilmember – Calaycay, Lyons, Nasiali, Pedroza, Schroeder
NOES: Councilmember – None

ADMINISTRATIVE ITEMS

4. Declaration of Results of the November 6, 2018 General Municipal Election

Shelley Desautels, City Clerk, highlighted the staff report.

Mayor Nasiali invited public comment.

There were no requests to speak.

Councilmember Calaycay moved to adopt Resolution No. 2018-69, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW, seconded by Councilmember Lyons, and carried on a roll call vote as follows:

AYES: Councilmember – Calaycay, Lyons, Nasiali, Pedroza, Schroeder
NOES: Councilmember – None

Councilmember Schroeder congratulated Councilmembers elect Stark, Leano, and Reece. He stated there will be a lot of issues the City Council will cover in these coming years.

Councilmember Pedroza emphasized what it means to be a City of Claremont representative, and stated it has been an honor to serve as a representative of Claremont.

Councilmember Lyons congratulated Councilmembers elect Stark, Leano, and Reece. He fully expects the new Council to continue to engage with the community in a way that encourages participation, positive criticism, and takes recommendations and suggestions from the public as well as City staff.

Councilmember Calaycay stated it has been a great honor to serve with his fellow Councilmembers. Despite what members of the public may have interpreted at times, this Council has been honorable, and collegial.

Mayor Nasiali thanked the Claremont residents and Claremont community, his fellow Councilmembers, City staff, and his wife Katherine. He asked all to remember that you are never wrong doing the right thing.

Mayor Pro Tem Calaycay presented outgoing Mayor Nasiali with a gavel plaque.

The City Manager and Mayor Pro Tem Calaycay presented outgoing Mayor Nasiali, outgoing Councilmember Pedroza, and outgoing Councilmember Lyons, with City tile plaques.

The City Manager and Mayor Pro Tem Calaycay presented Julie Pedroza, Katherine Nasiali, and Sharyn Webb with flowers.

Outgoing Mayor Nasiali, outgoing Councilmember Lyons, and outgoing Councilmember Pedroza left the dais.

The City Council recessed at 7:05 p.m.
The City Council reconvened at 7:08 p.m.

Councilmembers Stark, Leano, and Reece took their seats at the dais.

Ruby Berke administered the oath of office to Councilmember Stark, Tahil Sharma administered the oath of office to Councilmember Leano, and Police Chief Shelly Vander Veen administered the oath of office to Councilmember Reece.

5. Appointment of a Mayor and Mayor Pro Tempore

City Clerk Desautels called for nominations for the office of Mayor.

Councilmember Schroeder nominated Councilmember Calaycay for the office of Mayor.

Nominations were closed, and City Clerk Desautels invited public comment.

There were no requests to speak.

Councilmember Schroeder moved to appoint Councilmember Calaycay to the office of Mayor for a term to expire on December 10, 2019, seconded by Councilmember Leano, and carried on a roll call vote as follows:

AYES: Councilmember – Calaycay, Leano, Reece, Schroeder, Stark
NOES: Councilmember – None

Mayor Calaycay called for nominations for the office of Mayor Pro Tempore.

Councilmember Reece nominated Councilmember Schroeder for the office of Mayor Pro Tempore.

Nominations were closed, and Mayor Calaycay invited public comment.

There were no requests to speak.

Councilmember Reece moved to appoint Councilmember Schroeder to the office of Mayor Pro Tempore for a term to expire on December 10, 2019, seconded by Councilmember Stark, and carried on a vote as follows:

AYES: Councilmember – Calaycay, Leano, Reece, Schroeder, Stark
NOES: Councilmember – None

Councilmember Leano moved to adopt Resolution No. 2018-70, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPOINTING COREY CALAYCAY AS MAYOR AND LARRY SCHROEDER AS MAYOR PRO TEMPORE, seconded by Councilmember Reece, and carried on a vote as follows:

AYES: Councilmember – Calaycay, Leano, Reece, Schroeder, Stark
NOES: Councilmember – None

Councilmember Stark thanked everyone for their trust in her and expressed she is fortunate to be seated as a Councilmember. She stated that to be able to serve Claremont is a privilege only paralleled by the pleasure of being a part of this community. She pledged to uphold the Constitution of the United States, the State of California, and the collaborative vision of Claremont. She also pledged to work together respectfully, thoughtfully, compassionately enthusiastically, and sincerely.

Councilmember Leano thanked Councilmembers Schroeder and Calaycay, and outgoing Councilmembers Nasiali, Lyons, and Pedroza, for showing him five different ways to be a Councilmember. He also thanked City staff, Helaine Goldwater, Butch Henderson, his Committee Members, his Campaign Manager Lee Kane, his family, and the Claremont residents.

Councilmember Reece is humbled and honored to receive this opportunity. He said he will do his best to do what is right and necessary for the community. He thanked the Claremont community, his loved ones, and his Committee.

Councilmember Schroeder stated that the City is currently facing a lot of challenges and could face additional challenges that are unknown at this time. All challenges will be given

the Council's utmost attention. He believes that without City staff Councilmembers could not execute the policies set, and City staff must be taken care of and appreciated. He congratulated newly elected Councilmembers Stark, Leano, and Reece.

Mayor Calaycay congratulated newly elected Councilmembers Stark, Leano, and Reece. He wished the new Councilmembers successful time in office and hoped they will be very proud of their upcoming decisions and that the community will be proud of their great work to come. Lastly, he thanked his fellow Councilmembers for their respective votes of confidence to elect him as Mayor.

ADJOURNMENT

Mayor Calaycay adjourned the meeting at 7:32 p.m. The next regular meeting of the Claremont City Council will be held on Tuesday, January 8, 2019, at 6:30 p.m. in the Claremont City Council Chamber, 225 Second Street, Claremont.

Mayor

ATTEST:

Deputy City Clerk



Claremont City Council

Agenda Report

File #: 2693

Item No: 3.

TO: TARA SCHULTZ, CITY MANAGER

FROM: BRAD JOHNSON, COMMUNITY DEVELOPMENT DIRECTOR

DATE: JANUARY 8, 2019

Reviewed by:

City Manager: TS

Finance Director: AP

SUBJECT:

LOT LINE ADJUSTMENT (FILE #18-LL01) AFFECTING TWO PARCELS; LOT 1 OWNED BY THE CLAREMONT COLLEGES INC., AND LOT 2 OWNED BY PITZER COLLEGE. APPLICANTS - THE CLAREMONT COLLEGES INC., AND PITZER COLLEGE

SUMMARY

The applicants have requested City approval of a lot line adjustment that will allow Pitzer College to transfer a 22-foot-wide strip of land to The Claremont Colleges, Inc. (TCCI) so that it can continue to be used as a buffer between adjacent residences that front along Blaisdell Drive and College-owned properties to the south. The proposed lot line adjustment affects two properties. Parcel 1, which is owned by The Claremont Colleges Incorporated, is identified as Assessor Parcel Number (APN) 8306-008-063 and located at 1475 N. Mills Avenue. Parcel 2, which is owned by Pitzer College, is identified as APN 8306-008-071, and located at 1410 N. Amhurst Avenue.

In 2015, Pitzer College purchased 11.8 acres of property from TCCI for establishment of the Robert Redford Conservancy. Through development of the Conservancy, Pitzer determined that 22 feet at the north end of the lot had been fenced off for use as a buffer between the passively maintained College-property and the adjacent residential lots. After working with neighbors, TCCI has agreed to take ownership of this strip of a land through a lot line adjustment. Once the property transfers, TCCI will execute license agreements with each of the adjacent residential property owners to allow continued use of the strip of land as a buffer from the College property, essentially expanding their usable rear yards, in exchange for assuming some of the liability for maintaining the property.

The City Council is the decision-making body for lot line adjustment requests. State law limits City review to approval or denial based on a determination of whether or not the parcels resulting from the lot line adjustment conform to the local General Plan and zoning and building ordinances. Staff finds the proposed lot line adjustment to be consistent with the State Subdivision Map Act and City's General Plan, and that the revised parcels comply with the development standards of the Claremont

Municipal Code and Building Code.

RECOMMENDATION

Staff recommends that the City Council adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA APPROVING LOT LINE ADJUSTMENT (FILE #18-LL01) AFFECTING TWO COLLEGE-OWNED PARCELS IN THE VICINITY OF MILLS AVENUE AND BLAISDELL DRIVE, which adjusts the property boundaries of two lots, one owned by The Claremont Colleges Inc., and the other owned by Pitzer College, as the findings required in Section 17.256.020 of the Claremont Municipal Code can be made.

ALTERNATIVES TO RECOMMENDATION

In addition to the recommendation, there are the following alternatives:

- A. Continue the item for additional information.
- B. Deny the request, as one or more of the findings of the Municipal Code Chapter 17.256 cannot be made and direct staff to develop a resolution denying the application to be adopted by the City Council at its meeting on January 22, 2019.

FINANCIAL REVIEW

The costs associated with the review of this project, estimated to be \$3,500, have been paid for by the applicant through review fees paid to the Planning and Engineering Divisions.

ANALYSIS

Staff Review and Findings

The area to be transferred between the two subject parcels is 22 feet wide by 364.40 feet long, with an area of 8,017 square feet. The area has been used as a buffer for four residential properties, located at 354, 366, 382 and 394 Blaisdell Drive, since the homes were originally constructed in 1958. The buffer area has been fenced with chain link along the southern boundary providing the appearance that it is an extension of the rear yards of the Blaisdell Drive residences. The arrangement was made by the predecessor to TCCI, the Claremont University Consortium (CUC).

After purchasing the property from CUC in 2015 as part of an 11.8 acre parcel, Pitzer determined that the property was purchased but not accessible and potentially a liability to the College. Pitzer, TCCI and the residents have discussed a variety of solutions and settled on the proposed lot line adjustment so that the property could continue to be used in the same manner for the foreseeable future. The following is a summary of the lot areas before and after the adjustment.

Lot Line Adjustment #18-LL01			
<i>Parcel Data <u>BEFORE</u> Adjustment</i>		<i>Parcel Data <u>AFTER</u> Adjustment</i>	
<i>Existing Parcel</i>	<i>Acreage</i>	<i>New Parcel</i>	<i>Acreage</i>
Lot 1 (TCCI Parcel)	1.07	Lot 1 (TCCI)	1.25
Lot 2 (Pitzer Parcel)	11.8	Lot 2 (Pitzer)	11.62
Blaisdell Drive Properties (no change)	0	Blaisdell Drive	0
TOTAL AREA: 12.87		TOTAL AREA: 12.87	

The legal descriptions for both the existing and proposed parcels are attached to the proposed resolution (Attachment A) as Exhibits A and C. Maps showing the existing and proposed lot line configuration are attached as Exhibits B and D.

Approval of the lot line adjustment creates a long, linear strip of property at the western end of Lot 1. Due to its narrowness, the 22-foot-wide strip would be undevelopable, given the setback requirements of the underlying IE zoning district. While undevelopable, the adjusted lot area allows TCCI to continue its buffer arrangement with the four Blaisdell residential properties. This purpose, providing a buffer between the natural College-owned properties and the residential lots, is an appropriate and long-standing use of the property. The use satisfies the intent of the IE zoning district, which is to provide for the development and enhancement of campuses for colleges and affiliated institutions. Providing a buffer between the institutional properties and the residential zone is clearly part of the intent of the IE zone as all setbacks are based on ensured separation between institutional structures and adjacent residential districts.

There are no minimum lot dimensions identified for the IE zone; therefore, the revised lot, despite its narrow, linear shape, is a conforming lot. In addition, the new lot line configurations will not result in buildings or structures located within the required setbacks. While the minimum setback for structures in the IE district is 25 feet plus one foot for each foot of building height over 30 feet, the nearest structure, the Robert Redford Conservancy Building, is located 70 feet from the proposed property line and 92 feet from the closest boundary with a residential property. The height of the Conservancy Building is less than 30 feet.

Staff Review and Findings

The Subdivision Map Act states that a lot line adjustment may be approved by a local agency, provided that the resulting lot configurations conform to local zoning regulations. Pursuant to Section 66412 (d) of the Subdivision Map Act, the local agency may not impose conditions or exactions on the approval of a lot line adjustment. Additionally, the number of lots may be reduced with a lot line adjustment, but a greater number of lots than originally existed cannot be created. The proposed lot line adjustment will result in the same number of lots (2), but will adjust the property lines between those two lots.

This proposed lot line adjustment has been reviewed by the City’s land surveyor (RKA Consulting Group) and found to be technically correct and consistent with the requirements of the Subdivision Map Act. In addition, the City’s Planning staff has reviewed the proposal for consistency with the City’s General Plan and zoning and building ordinances as follows:

- The proposed lot sizes are consistent with the General Plan land use designations of IE zoning district as described in this report and attached resolution.
- The lot line adjustment adjusts the lot size and dimensions of two lots in the IE zone which has no requirements for lot dimension or lot area. Consequently, both lots conform to the zoning.
- The new lot lines will help support an existing buffer zone separating institutional uses from a residential zone.
- The new lot line configurations will not result in buildings or structures located within required setbacks as described above.
- No easements or utilities are affected by the lot line adjustments.

LEGAL REVIEW

The City Attorney has reviewed the subject lot line adjustment request and approved the attached Resolution.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds the following:

Council Priorities - This item does not apply to the Council Priority List.

Sustainability Plan - This proposal does not apply to the Sustainability City Plan.

Economic Sustainability Plan - This item does not apply to the Economic Sustainability Plan.

General Plan - This item furthers General Plan goals and policies including the following:

- Policy 2-2.2 which promotes individual neighborhood character, by facilitating the continued open feeling and natural open space that characterizes properties located on the south side of Blaisdell Drive.
- Policy 5-6.1, which calls for preserving open space as a public safety enhancement by ensuring that residential properties to the north have adequate buffer and incentive to actively maintain the buffer area in a manner that is attractive yet provides a buffer from the passively managed, natural landscape of the larger college owned properties.

2018-19 Budget - This item does not apply to the 2018-19 budget.

Youth and Family Master Plan - This item does not apply to the Youth and Family Master Plan.

CEQA REVIEW

The proposed lot line adjustment, which does not create any new parcels, is located on relatively flat land (3% slope), and will not result in any changes in land use or density is categorically exempt from environmental review under the California Environmental Quality Act, pursuant to CEQA Guideline Section 15305, Class 5(a), which exempts minor lot line adjustments that do not result in the creation of any new parcels.

None of the exceptions to the categorical exemptions set forth in CEQA Guideline Section 15300.2 applies to the proposed lot line adjustment because the proposed lot line adjustment: (1) is not located in a uniquely sensitive environment; (2) is not located within a highway officially designated as a State scenic highway; (3) is not located on a hazardous waste site; (4) would not have a cumulative impact; and, (5) would not have a significant substantial adverse change in the significance of a historical resource. Therefore, no further environmental review is required at this time.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website. Copies of this report have been sent to the applicant, their engineer, affected neighbors, and other interested parties.

Submitted by:

Brad Johnson
Community Development Director

Prepared by:

Christopher Veirs
Principal Planner

Reviewed by:

Maria Tipping
Acting City Engineer

Attachments:

- A - Resolution Approving Lot Line Adjustment #18-LL01
- B - Vicinity Aerial Map

RESOLUTION NO. 2019-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPROVING LOT LINE ADJUSTMENT (FILE #18-LL01) AFFECTING TWO COLLEGE-OWNED PARCELS IN THE VICINITY OF MILLS AVENUE AND BLAISDELL DRIVE. APPLICANT – THE CLARMONT COLLEGES, INC. AND PITZER COLLEGE**

WHEREAS, the applicant petitioned for a lot line adjustment affecting two college-owned parcels; Parcel 1, which is owned by The Claremont Colleges Incorporated (TCCI), identified as Assessor Parcel Number (APN) 8306-008-063, and located at 1475 N. Mills Avenue; and Parcel 2, which is owned by Pitzer College, identified as APN 8306-008-071, and located at 1410 N. Amhurst Avenue; and

WHEREAS, the City Council held a hearing on January 8, 2019, to consider the associated lot line adjustment; and

WHEREAS, the City Council finds that the lot line adjustment is consistent with the General Plan, Municipal Code, Building Code, and the State Subdivision Map Act, and will not adversely affect surrounding properties.

NOW THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:

Section 1. The proposed lot line adjustment, which does not create any new parcels, is located on relatively flat land (3% slope), and will not result in any changes in land use or density is categorically exempt from environmental review under the California Environmental Quality Act, pursuant to CEQA guidelines 15305, Class 5(a), which exempts minor lot line adjustments that do not result in the creation of any new parcels. Therefore, no further environmental review is necessary; and

Section 2. Pursuant to Section 17.256.020 of the Claremont Municipal Code, the City Council finds that the lot line adjustment is consistent with the General Plan, the Municipal Code, the State Subdivision Map Act, and the Building Code as follows:

- The proposed lot line adjustment transfers a narrow strip of land from one IE zoned property to another for the purpose of maintaining an existing open space buffer area between college-owned property and adjacent private properties. The resulting use of the affected properties is consistent with the General Plan's Institutional land use designation and serves to implement the following General Plan Goals and Policies:
 - Policy 2-2.2, which promotes individual neighborhood character, by facilitating the continued open feeling and natural open space that characterizes properties located on the south side of Blaisdell Drive.
 - Policy 5-6.1, which calls for preserving open space as a public safety enhancement by ensuring that residential properties to the north have adequate buffer and incentive to actively maintain the buffer area in a

manner that is attractive yet provides a buffer from the passively managed, natural landscape of the larger college owned properties.

- Although the lot line adjustment would create a long, linear strip of property that would be undevelopable given the setback requirements of the underlying IE zoning district, this revised lot serves the desired purpose of providing a buffer between the natural college-owned properties to the south and the residential lots to the north.
- Because there are no minimum lot dimensions identified for the IE zone, the revised lot, despite its narrow, linear shape, is a conforming lot.
- The new lot line configurations will not result in buildings or structures located within the required setbacks.

Section 3. The lot line adjustment request is hereby approved. The legal description for the new lots is attached to this Resolution as Exhibit C and the map showing the existing lot line to be removed and new lot configurations is attached to this Resolution as Exhibit D.

Section 4. The Mayor shall sign and the City Clerk shall attest to the passage of this Resolution.

PASSED, APPROVED, AND ADOPTED this 8th day of January 2019.

Mayor of the City of Claremont

ATTEST:

City Clerk, City of Claremont

APPROVED AS TO FORM:



City Attorney of the City of Claremont

CITY OF CLAREMONT

LOT LINE ADJUSTMENT # 18-LL

OWNER OF RECORD OF EXISTING PARCEL 1 – APN 8306-008-063

THE CLAREMONT COLLEGES, INC.
A CALIFORNIA NON-PROFIT CORPORATION

OWNER OF RECORD OF EXISTING PARCEL 2 – APN 8306-008-071

PITZER COLLEGE,
A CALIFORNIA NON-PROFIT CORPORATION

IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BEING A LOT LINE ADJUSTMENT OF 2 EXISTING PARCELS AND CREATING
2 NEW LOTS.

SAID PARCELS AND SAID LOTS ARE DESCRIBED AND SHOWN IN
EXHIBITS "A" THROUGH "D", ATTACHED HERETO AND MADE A PART HEREOF.

This Lot Line Adjustment consisting of 7 sheets was prepared
by me or under my direction in conformance with the requirements
of the Subdivision Map Act and Local Ordinances at the request of
the Claremont University Consortium.

Eric J. Andreasen

LS 8256

Date:

Andreasen Engineering, Inc.
580 N. Park Avenue
Pomona, CA 91768
(909) 623-1595

LEGAL DESCRIPTIONS
OF EXISTING PARCELS
PRIOR TO LOT LINE ADJUSTMENT

PARCEL 1

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 13, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF TRACT NO. 21807 AS PER MAP RECORDED IN BOOK 596 PAGES 55 AND 56 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE WESTERLY LINE OF MILLS AVENUE, 80 FEET WIDE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF MILLS AVENUE 75.01 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO SAID SOUTHERLY LINE OF TRACT NO. 21807 FOR A DISTANCE OF 623.61 FEET, TO A POINT ON THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH $0^{\circ}44'44''$ WEST 75.01 FEET ALONG SAID LAST MENTIONED WESTERLY LINE TO A POINT IN THE SOUTHERLY LINE OF SAID TRACT NO. 21807; THENCE EASTERLY ALONG THE SAID SOUTHERLY LINE OF TRACT NO. 21807 TO THE TRUE POINT OF BEGINNING.

PARCEL 2

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 13, 1876, DESCRIBED AS FOLLOWS:

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Parcel 2 continued

NORTHERLY LINE ALSO BEING THE NORTHERLY LINE OF FOOTHILL BLVD; THENCE ALONG SAID NORTHERLY LINE NORTH $89^{\circ}54'25''$ WEST 1,008.84 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH $89^{\circ}54'25''$ WEST 259.21 FEET ,MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID WEST LINE NORTH $0^{\circ}43'01''$ WEST 1,238.77 FEET ,MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TRACT NO. 24465 AS PER MAP RECORDED IN BOOK 686 PAGES 9 THROUGH 12 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTH LINE OF SAID TRACT NO. 24465 SOUTH $89^{\circ}58'18''$ EAST 663.57 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF LOT 1 OF CITY OF CLAREMONT LOT LINE ADJUSTMENT NO. 10-LL02 RECORDED JULY 12, 2010 AS DOCUMENT NO. 20100943647 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1, SOUTH $0^{\circ}44'44''$ EAST 75.01 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, SOUTH $89^{\circ}58'18''$ EAST 194.47 FEET; THENCE PARALLEL WITH MILLS AVENUE SOUTH $0^{\circ}46'20''$ EAST 277.90 FEET; THENCE PARALLEL WITH FOOTHILL BOULEVARD NORTH $89^{\circ}54'25''$ WEST 600.00 FEET; THENCE PARALLEL WITH MILLS AVENUE SOUTH $0^{\circ}46'20''$ EAST 886.85 FEET TO THE TRUE POINT OF BEGINNING.

TR. NO 24465
M.B. 606 / 9-12
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LOWELL
AVENUE

BLAISDELL
DRIVE

TR. NO 21807
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623.61
75.01
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1219.94
1479.34

LOT 1 OF L.L.A.
RECORDED 7-12-2010
DOC. NO. 20100943647

PART

LOT 1 OF L.L.A.
RECORDED 7-29-2011
DOC. NO. 20111018888

LOT 2 OF L.L.A.
RECORDED 7-29-2011
DOC. NO. 20111018888

LOT 3 OF L.L.A.
RECORDED 7-29-2011
DOC. NO. 20111018888

LOT

EXHIBIT "B"

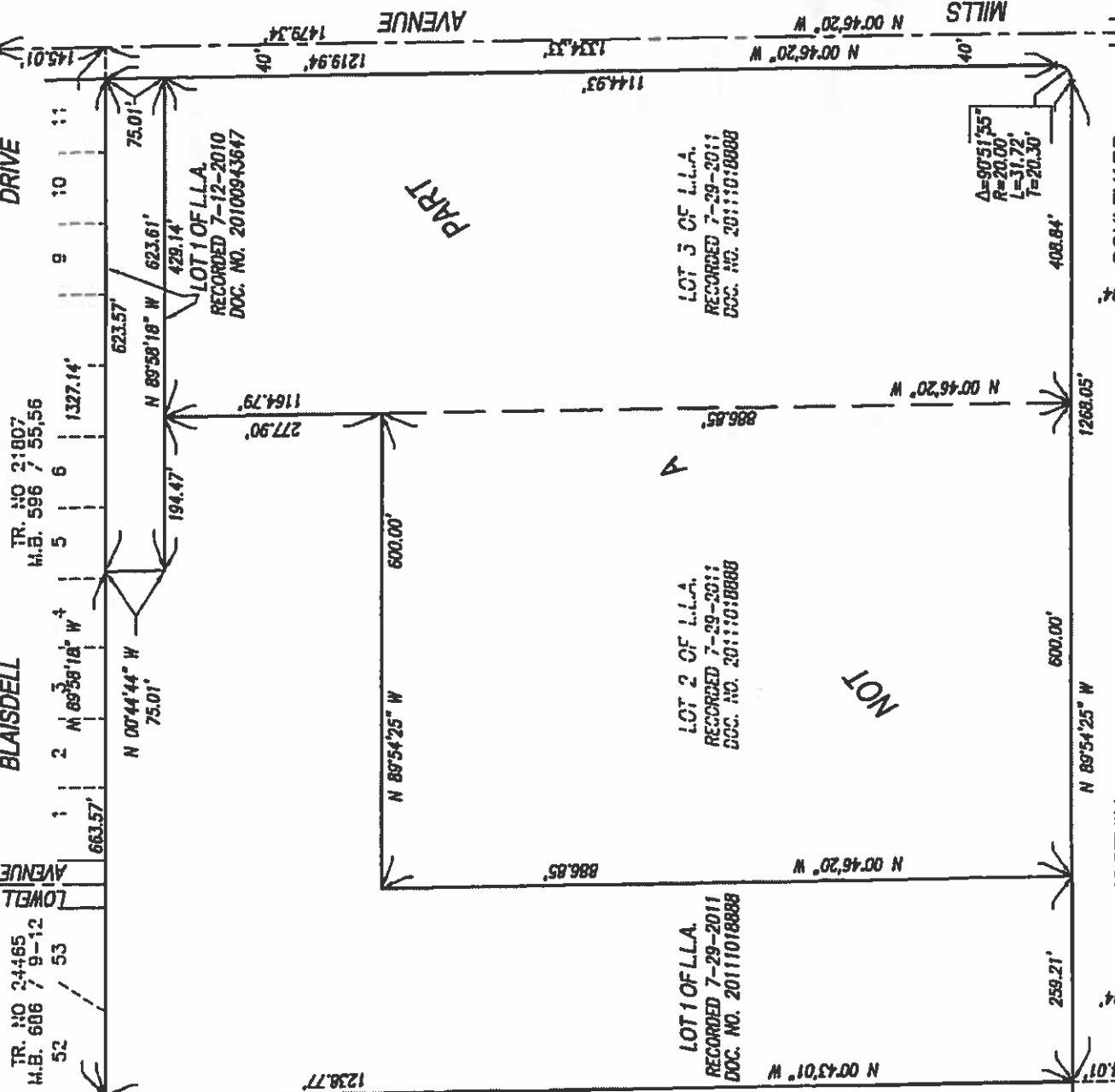
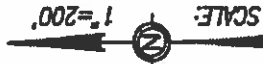
EXISTING PARCELS BEFORE LOT LINE ADJUSTMENT

PREPARED BY:
ANDREASEN ENGINEERING, INC.

City Engineering • Land Surveying • Municipal Engineering
580 North Park Avenue, Pomona, California 91768
(909) 623-1585 Fax (909) 620-0016

SHEET 4 OF 7 SHEETS

JN3382



LEGAL DESCRIPTION
OF PROPOSED LOTS
AFTER LOT LINE ADJUSTMENT

LOT 1

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 13, 1876, DESCRIBED AS FOLLOWS:

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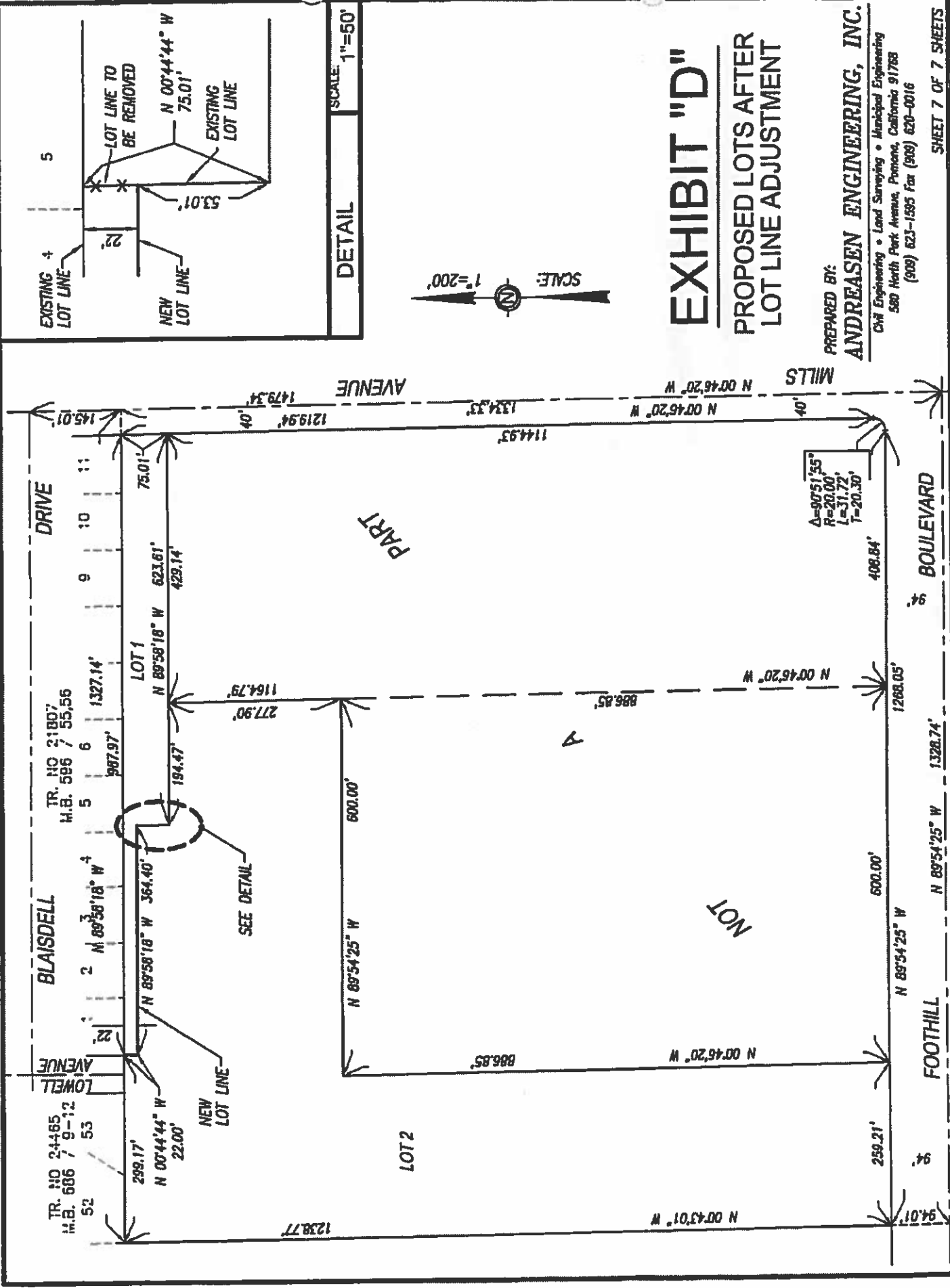
LOT 2

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 13, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF TRACT NO. 21807 AS PER MAP RECORDED IN BOOK 596 PAGES 55 AND 56 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE WESTERLY LINE OF MILLS AVENUE, 80 FEET WIDE; THENCE ALONG SAID WESTERLY LINE OF MILLS AVENUE SOUTH 0°46'20" EAST 1,219.94 FEET TO THE NORTHERLY TERMINUS OF THAT CERTAIN CURVE IN THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF CLAREMONT, RECORDED ON NOVEMBER 19, 1963, AS INSTRUMENT NO. 3817 IN BOOK D-2261 PAGE 255 OF OFFICIAL RECORDS OF SAID COUNTY AND DESCRIBED THEREIN AS BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°51'55" AN ARC DISTANCE OF 31.72 FEET TO A POINT OF TANGENCY WITH THE NORTHERLY LINE OF THE SOUTHERLY 94 FEET OF SAID SOUTHEAST QUARTER, SAID

Lot 2 Continued

NORTHERLY LINE ALSO BEING THE NORTHERLY LINE OF FOOTHILL BLVD; THENCE ALONG SAID NORTHERLY LINE NORTH 89°54'25" WEST 1,008.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°54'25" WEST 259.21 FEET ,MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID WEST LINE NORTH 0°43'01" WEST 1,238.77 FEET ,MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TRACT NO. 24465 AS PER MAP RECORDED IN BOOK 686 PAGES 9 THROUGH 12 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTH LINE OF SAID TRACT NO. 24465 SOUTH 89°58'18" EAST 299.17 FEET; THENCE SOUTH 0°44'44" EAST 22.00 FEET; THENCE SOUTH 89°58'18" EAST 364.40 FEET; THENCE SOUTH 0°44'44" EAST 53.01 FEET; THENCE SOUTH 89°58'18" EAST 194.47 FEET; THENCE PARALLEL WITH MILLS AVENUE SOUTH 0°46'20" EAST 277.90 FEET; THENCE PARALLEL WITH FOOTHILL BOULEVARD NORTH 89°54'25" WEST 600.00 FEET; THENCE PARALLEL WITH MILLS AVENUE SOUTH 0°46'20" EAST 886.85 FEET TO THE TRUE POINT OF BEGINNING.



SCALE: 1"=50'



EXHIBIT "D"

PROPOSED LOTS AFTER LOT LINE ADJUSTMENT

PREPARED BY:
ANDREASEN ENGINEERING, INC.
 Civil Engineering • Land Surveying • Municipal Engineering
 560 North Park Avenue, Pomona, California 91768
 (909) 623-1595 Fax (909) 620-0016

SHEET 7 OF 7 SHEETS

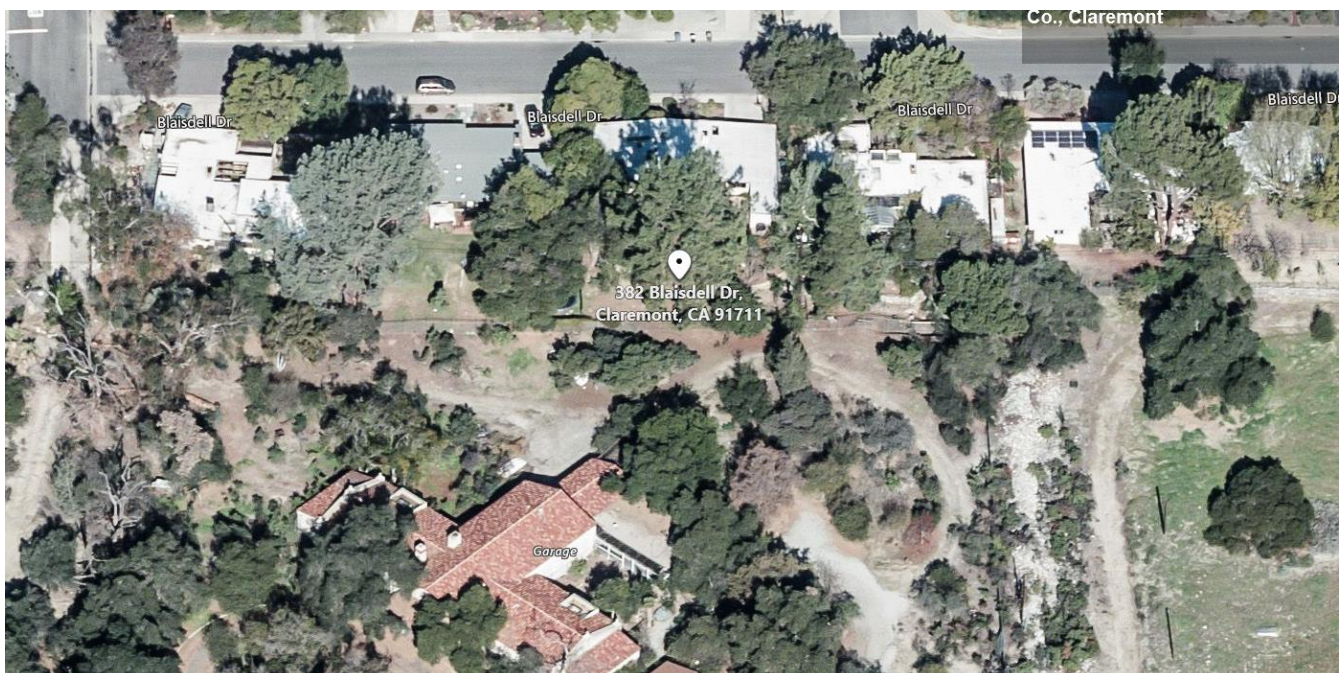
JN3382

Lot Line Adjustment 18-LL01

Aerial photo of Vicinity



Bird's-Eye View of Vicinity of Area Affected by Adjustment





Claremont City Council

Agenda Report

File #: 2695

Item No: 4.

TO: TARA SCHULTZ, CITY MANAGER

FROM: BRAD JOHNSON, COMMUNITY DEVELOPMENT DIRECTOR

DATE: JANUARY 8, 2019

Reviewed by:

City Manager: TS

Finance Director: AP

SUBJECT:

ACCEPTANCE OF PUBLIC IMPROVEMENTS AND RELEASE OF SUBDIVISION IMPROVEMENT BONDS AND CASH DEPOSITS FOR FINAL TRACT MAP NO. 72078 AND FINAL TRACT MAP NO. 72539, SUBDIVIDING A COMBINED TOTAL OF 7.62 ACRES FOR RESIDENTIAL TOWNHOME CONDOMINIUM PURPOSES ON THE SOUTH EAST CORNER OF BASE LINE ROAD AND MOUNTAIN AVENUE. APPLICANT - D.R. HORTON - LOS ANGELES HOLDING COMPANY, INC.

SUMMARY

The sub-divider of Tract Map No. 72078 and Tract Map No. 72539 has completed all subdivision improvements along Base Line Road and Mountain Avenue as required in each of the maps' Subdivision Improvement Agreements. The sub-divider requests that the City Council accept and approve the required public improvements and release the applicable improvement bonds and cash deposits associated with each tract.

Staff finds that the required improvements have been constructed per the Subdivision Improvement Agreements, consistent with approved plans, that there are no further required improvements and all inspections are complete. Therefore, it is appropriate to release the applicable improvement securities at this time.

RECOMMENDATION

Staff recommends that the City Council accept and approve the public improvements and release the applicable improvement bonds and cash deposits for Final Tract Map No. 72078 and Tract Map No. 72539.

ALTERNATIVE TO RECOMMENDATION

In addition to the recommendation, there is the following alternative:

- Request additional information from staff.

FINANCIAL REVIEW

The cash deposits listed below will be refunded to the sub-divider as a result of this City Council action:

1. TR 72078 Precise Grading Cash Deposit G00-001-133	\$4,770
2. TR 72078 Off-Site Improvement Cash Deposit PW0-001-771 \$500	
3. TR 72078 Off-Site Improvement Cash Deposit PW0-001-744	\$5,000
4. TR 72078 Cash Monument Security PW0-001-593	\$1,800
5. TR 72539 Cash Monument Security PW0-001-746	\$2,500
6. TR 72539 Sewer Installation Cash Deposit G00-001-378	<u>\$150,000</u>

Total: \$164,570

The following bonds will be released as a result of this City Council action:

1. TR 72078 Grading & Onsite Improvement Bond # 016054709	\$172,200
2. TR 72078 Sewer Installation Bond # SU1117691	\$198,785
3. TR 72078 Storm Drain Installation Bond # SU1117692	\$175,580
4. TR 72539 Grading & Onsite Improvement Bond #SU1139439	<u>\$589,840</u>

Total: \$1,136,405

The following Performance Bonds submitted with the Subdivision Improvement Agreement will be eligible for release one year from this City Council action:

1. TR 72078 Off-site Improvement Bond #SU34937	\$71,749
2. TR 72539 Off-site Improvement Bond # 800013180	<u>\$163,951</u>

Total: \$235,700

According to the Subdivision Improvement Agreement, the Performance Bonds may be released one year after the completion and acceptance of said improvements by the City. Staff is proposing to bring this item back one year from this council action for city council consideration of the release of the final bonds.

The staff cost to prepare this report is estimated at \$1,280, and is covered in the hourly rates for review services paid by the sub-divider.

ANALYSIS

Tract Map No. 72078 is located at the southeast corner of the Mountain Avenue and Base Line Road intersection (previously the site of the Claremont Unified School District offices) and creates one

residential lot for 53 condominium units. A copy of the submitted final map, which illustrates the parcel location and configuration, is included as Attachment A.

Tract Map No. 72539 is located at 700 W. Base Line Road (adjacent to TM 72078) and creates one residential lot for 40 condominium units. A copy of the submitted final map, which illustrates the parcel location and configuration, is included as Attachment B.

Improvement bonds and cash deposits were provided with the approval of each map. The developer has completed all required public improvements and now requests the release of bonds and cash deposits.

Map Review

The City Council approved the Final Map for TR 72078 and entered into a Subdivision Improvement Agreement (Attachment C) with the sub-divider on November 26, 2013.

The City Council approved the Final Map for TR 72539 and entered into a Subdivision Improvement Agreement (Attachment D) with the sub-divider on March 22, 2016.

Public Improvements

As part of the subdivision requirements, the sub-divider has constructed improvements both on-site and within the public right-of-way. Improvements within the public right-of-way include, but are not limited to, handicap ramps, sidewalks, curb and gutters, street lights and landscaping. In addition, the project required the undergrounding of utilities for poles located on Base Line Road, as well as the utility poles located along the south property line.

These improvements have been completed per Subdivision Improvements Agreements, consistent with approved plans. The installation of these improvements has been inspected by the City and there are no additional public improvements required by the tract maps.

To close the project, the developer now asks for the release of cash deposits and provided bonds. Once released, those improvements will be under warranty for a period of one year following City Council acceptance of said improvements.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds the following:

Council Priorities - This item does not apply to the Council Priority Plan.

Sustainability Plan - This item does not apply to the Sustainability Plan.

Economic Sustainability Plan - This item does not apply to the Economic Sustainability Plan.

General Plan - This item does not apply to the General Plan.

2018-19 Budget - This item does not apply to the 2018-19 budget.

Youth and Family Master Plan - This item does not apply to the Youth and Family Master Plan.

CEQA REVIEW

This item is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a “project” as defined in Section 15378). CEQA Guidelines Section 15378(b)(2), (4), and (5) excludes “[c]ontinuing administrative . . . activities,” “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,” and “[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment” from its definition of “project.”

Even if this item were a “project,” the release of subdivision improvement bonds and cash deposits for final maps are ministerial acts and exempt from the requirements of the California Environmental Quality Act as stated in Section 15268 of the CEQA Guidelines.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted by:

Brad Johnson
Community Development Director

Prepared by:

DeLisa Bryant
Assistant Engineer

Attachments:

- A- Tract Map 72078
- B - Tract Map 72539
- C - TR 72078 Subdivision Improvement Agreement
- D - TR 72539 Subdivision Improvement Agreement

TRACT MAP NO. 72078

IN THE CITY OF CLAREMONT
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 3 IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 13, 1876

LOT 1 FOR CONDOMINIUM PURPOSES
PHB & ASSOCIATES, INC.
ROBERT OKERMAN L.S. 5955

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTRICTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF BASE LINE ROAD AND MOUNTAIN AVENUE WITHIN OR ADJACENT TO THIS SUBDIVISION REMAIN PUBLIC STREETS, WE HEREBY ABANDON ALL RIGHTS OF DIRECT VEHICULAR ACCESS AND EGRESS FROM LOT 1 TO SAID STREETS. IF ANY PORTION OF SAID STREETS WITHIN OR ADJACENT TO THIS SUBDIVISION ARE VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

WE HEREBY RESERVE AN EASEMENT FOR PUBLIC UTILITY PURPOSES AND PRIVATE DRAINAGE PURPOSES, AND DEDICATE TO THE CITY OF CLAREMONT THE EASEMENTS FOR SANITARY SEWER AND EMERGENCY ACCESS PURPOSES SO DESIGNATED ON SAID MAP, AND ALL USES INCIDENT THEREIN, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

DR HORTON LOS ANGELES HOLDING COMPANY, INC., A CALIFORNIA CORPORATION.

BY: KEITH ALDO, VICE-PRESIDENT DT: SHARBA MURAWAK, ASST. SECRETARY

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

ON THIS _____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____

AND _____, WHO PROMISED 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 CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) NOTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TO BE TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
SIGNATURE: _____ COMMISSION NO. _____
NOTARY PUBLIC IN AND FOR SAID STATE MY COMMISSION EXPIRES: _____
PRINT NAME: _____

SIGNATURE OMISSION NOTES:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 8433 (a) (3) (A) (I-III) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT BE PUT INTO A FREE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

1. SOUTHERN CALIFORNIA Edison COMPANY, OWNER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES AS DISCLOSED PER DEED RECORDED ON SEPTEMBER 4, 1983 AS INSTRUMENT NO. 5143, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

LOS ANGELES COUNTY CERTIFICATIONS AND SEALS

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66943 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: _____ DATE: _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 72078 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: _____ DATE: _____
DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DR HORTON ON OCTOBER 18, 2013. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THAT - ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP. THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE REPEATED AND THAT THE NOTES TO ALL CENTERLINE MONUMENTS SHOWN "AS TO BE SET" WILL BE ON FILE IN OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON. I HEREBY STATE THAT SAID SURVEY IS TRUE AND COMPLETE, AS SHOWN.



ROBERT OKERMAN, L.S. 5955 DATE
REGISTRATION EXPIRES: DECEMBER 31, 2014

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF CLAREMONT APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

LORITA ANN MUSTAFA, P.E., R.C.E. 44990 (EXP. 06/30/15) DATE
CITY ENGINEER
CITY OF CLAREMONT

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



DAVID C. OKERSTROM, P.L.S. 6941 DATE
ACTING CITY SURVEYOR
EXPIRES: 09/13/2015

SPECIAL ASSESSMENTS

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LIEVED UNDER THE JURISDICTION OF THE CITY OF CLAREMONT, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

ADAM FISBE DATE
CITY TREASURER, CITY OF CLAREMONT

CITY CLERK CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CLAREMONT ON _____ APPROVED THIS MAP.

SAID COUNCIL DID ACCEPT ON BEHALF OF THE CITY, THE RIGHT TO RESTRICT DIRECT VEHICULAR ACCESS AND EGRESS FROM LOT 1 TO BASE LINE ROAD AND MOUNTAIN AVENUE AS SHOWN ON SAID MAP.

SAID COUNCIL DID ACCEPT ON BEHALF OF THE CITY, THE EASEMENTS FOR SANITARY SEWER AND EMERGENCY ACCESS PURPOSES SO DESIGNATED ON SAID MAP, AND ALL USES INCIDENT THEREIN, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

SAID COUNCIL, PURSUANT TO SECTION 8434 (a) OF THE SUBDIVISION MAP ACT, DID ABANDON THAT PORTION OF AN EASEMENT FOR SEWER LINE PURPOSES ACQUIRED BY THE CITY OF CLAREMONT PER DEED RECORDED ON JULY 9, 1983 AS INSTRUMENT NO. 5226, OFFICIAL RECORDS OF LOS ANGELES COUNTY NOT SHOWN ON THIS MAP, EXCEPT FOR THAT PORTION LYING OUTSIDE THIS SUBDIVISION.

LYNNE FRYMAN DATE
CITY CLERK, CITY OF CLAREMONT

CONDOMINIUM NOTE

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 54 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 00°23'10" WEST OF THE CENTERLINE OF MOUNTAIN AVENUE AS SHOWN ON A RECORD OF SURVEY, FILED IN BOOK 207, PAGES 20-20, RECORDS OF LOS ANGELES COUNTY.

ABANDONMENT NOTE

PURSUANT TO SECTION 66431 (b) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS FINAL MAP CONSTITUTES ABANDONMENT OF THAT PORTION OF AN EASEMENT FOR SEWER LINE PURPOSES ACQUIRED BY THE CITY OF CLAREMONT PER DEED RECORDED ON JULY 9, 1983 AS INSTRUMENT NO. 5226, OFFICIAL RECORDS OF LOS ANGELES COUNTY NOT SHOWN ON THIS MAP, EXCEPT FOR THAT PORTION LYING OUTSIDE THIS SUBDIVISION.

SCALE: 1" = 50'

TRACT MAP NO. 72078

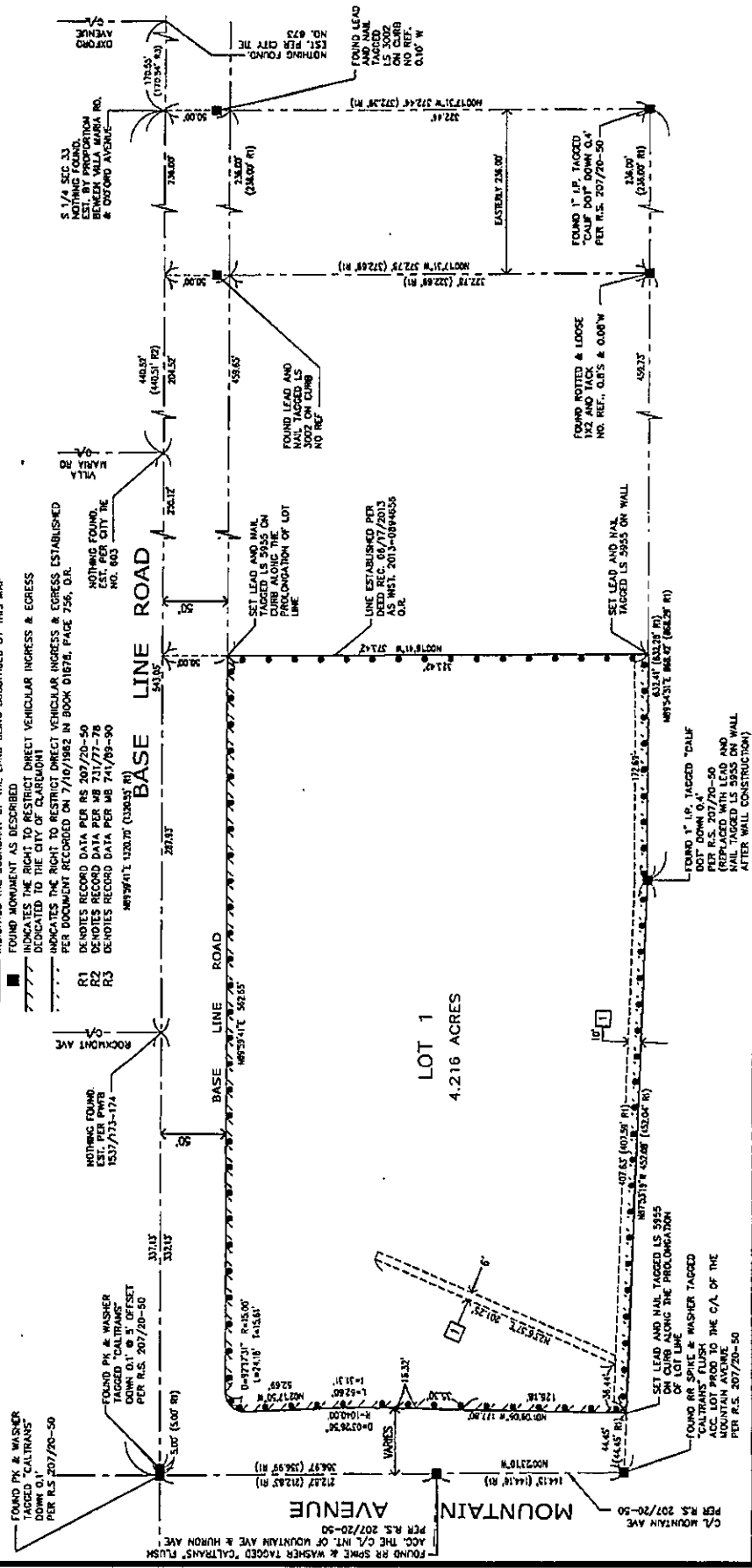
IN THE CITY OF CLAREMONT
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

1 LOT ROBERT J. OKERMAN, L.S. 5955 4.216 ACRES

SURVEY DETAIL AND INDEX MAP

EASEMENTS
 [] SOUTHERN CALIFORNIA Edison COMPANY, OWNER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES AS SHOWN ON TRACT MAP NO. 3145, RECORDS OF THE ANGELES COUNTY.

LEGEND:
 [] INDICATES THE BOUNDARY OF THE LAND BEING SUBMITTED BY THIS MAP
 [] FOUND MONUMENT AS DESCRIBED
 [] INDICATES THE POINT OF BEGINNING
 [] INDICATES THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS & EGRESS ESTABLISHED PER DOCUMENT RECORDED ON 7/10/1982 IN BOOK 01678, PAGE 756, D.R.
 R1 DENOTES RECORD DATA PER RS 207/70-50
 R2 DENOTES RECORD DATA PER RS 207/70-50
 R3 DENOTES RECORD DATA PER MB 741/03-90



LOT 1
4.216 ACRES

SCALE: 1" = 50'

TRACT MAP NO. 72539

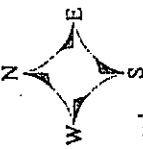
IN THE CITY OF CLAREMONT
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

ROBERT J. OKERMAN, L.S. 5955

EASEMENTS

- VARIOUS EASEMENTS TO THE CITY OF CLAREMONT FOR THE INSTALLATION OF A WALKABLE WITH ACCESS RESERVATION OF A WALKABLE WITH EASEMENT FOR PUBLIC UTILITY AND PRIVATE DRAINAGE PURPOSES
- VARIOUS EASEMENTS TO THE CITY OF CLAREMONT FOR SANITARY SEWER PURPOSES

SCALE: 1"=40'



FOUND PK. & WASHER TAGGED "CALTRANS" DOWN 0.1' PER R.S. 207/20-50

FOUND PK. & WASHER TAGGED "CALTRANS" DOWN 0.1' @ 5' OFFSET PER R.S. 207/20-50

LEAD AND MAIL TAGGED LS 5955 TO BE SET FOR TRACT 72078 W/ 1376/19-21 ON CURB ALONG THE PROLONGATION OF LOT LINE

LINE ESTABLISHED PER DEED REC. 05/17/2003 AS INST. 2003-0941635 D.R.

LEGEND:

- R1 DENOTES RECORD DATA PER RS 207/20-50
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- FOUND MONUMENT AS DESCRIBED
- INDICATES THE RIGHT TO RESTRICT DIRECT TO VEHICULAR HIGHNESS & CROSS DEDICATED TO
- INDICATES THE RIGHT TO RESTRICT DIRECT TO VEHICULAR HIGHNESS & CROSS ESTABLISHED PER DOCUMENT RECORDED AS INST. # 1237 D/ 07/10/1982 IN BOOK D1878, PAGE 796, D.R.

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

06/23/15 AT 01:48PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201506232910059

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SEQ:
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

CITY OF CLAREMONT

WHEN RECORDED RETURN TO:

CITY OF CLAREMONT
207 HARVARD AVENUE
CLAREMONT, CA 91711
ATTN: City Clerk

Temp Doc Number:10607450



Batch Number:6847258



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF CLAREMONT, CALIFORNIA

By *Shelley Desautels*
Shelley City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 72078

between

THE CITY OF CLAREMONT
a California municipal corporation

and

DR Horton Inc.

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
TRACT MAP NO. 72078
DR Horton AND THE CITY OF CLAREMONT**

I. PARTIES AND DATE.

This Agreement is entered into as of this 26 day of November 2013 ("Date of Execution") by and between the City of Claremont, a California municipal corporation ("City") and DR Horton Inc., with its principal office located at 2280 Wardlow Circle, Suite 100, Corona, CA 92880 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. On December 18, 2006, an application for the tentative map was submitted to City for approval of a tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The tentative tract map was prepared on behalf of Developer by **PHB and Associates, Inc.**, and is identified in City records as Tract Map no. 72078 ("Tract map no.72078").

B. The tentative map for Tract map no. 72078 was deemed complete on March 18, 2008.

C. Developer has not completed all of the work or made all of the public improvements required by Title 17 of the Claremont Municipal Code ("CMC"), the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for Tract map no. 72078, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Chapter 17.212 of the CMC and Section 66411.1(b) of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract map no. 72078.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of Tract map no. 72078.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all the following conditions are satisfied in the sequential order hereinafter provided: (a) Developer provides City the security of the type and in the amounts required by this Agreement, and (b) Developer records Tract map no. 72078, and this Agreement is recorded in the Recorder's Office of the County of Los Angeles within twenty (20) working days after the Date of Execution. If the above described conditions are not satisfied, in the order of (a) and then (b), this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record Tract map no. 72078.

1.1 Incorporation of Recitals. The Recitals are true and are incorporated herein by reference.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract map no. 72078, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract map no. 72078 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct Public Improvements under this Agreement in a skillful

and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires modification or alteration in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Additional Public Improvements. The additional public improvements should be those set forth in Exhibit B.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months after the Date of Execution.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to

Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract map no. 72078 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract map no. 72078 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land within Tract map no. 72078 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract map no. 72078.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an

immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City shall be authorized to accept the Public Improvements. The City may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Los Angeles a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements

unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security: Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Seventy One Thousand Seven Hundred and Forty Nine Dollars (\$71,749.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated. The City may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract Map no. 72078, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. To guarantee the Public Improvements during the Warranty period, the Developer shall maintain 15% of the security initially provided under this section, which shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract map no. 72078.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or

equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Seventy One Thousand Seven Hundred and Forty Nine Dollars (\$ 71,749.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Monument Security. If Developer's field survey for Tract map no. 72078 necessitates setting monuments under Sections 66428 and 66495 of the Map Act ("Subdivision Monuments"), then prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all Subdivision Monuments in compliance with the City's Municipal and/or Development Code, Developer shall deposit cash with City in the amount of **One Thousand Eight Hundred Dollars (\$1,800.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract map no. 72078.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including

wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto or vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial

guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best's rating of no less than A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, Tract Map no. 72078, nor any other related map, entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:
City of Claremont
207 Harvard Avenue
Claremont, CA 91711

Attn: City Clerk

DEVELOPER:
DR Horton Inc.
2280 Wardlow Circle, Suite 100
Corona, CA 92880

Attn: Daniel Boyd

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

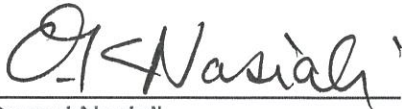
20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

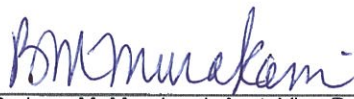
20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

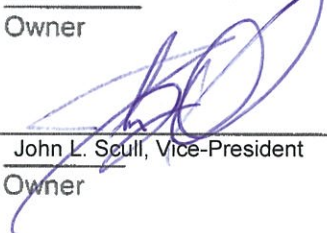
CITY OF CLAREMONT
A Municipal Corporation

SUBDIVIDER:

By: DR Horton Inc.

By: 
Opanyi Nasiali
Mayor of the City of Claremont

By: 
Barbara M. Murakami, Asst. Vice-President
Owner

By: 
John L. Scull, Vice-President
Owner

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 DECEMBER 3, 2013 before me, SHELLEY DESAUTELS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared OPANYI NASIALI
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.



Signature Shelley Desautels
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____
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 ALL PURPOSE ACKNOWLEDGMENT

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 Riverside }

On 11-20-13 before me, J Voll Notary Public,

Date

(here insert name and title of the officer)

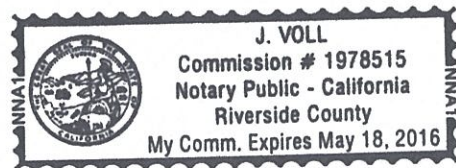
personally appeared Barbara M. Murakami and John L Scull

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

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

WITNESS my hand and official seal.

Signature: J Voll (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT MAP NO. 72078

THAT PORTION OF SOUTHWEST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 1 SOUTH, RANGE 8 WEST, S.B.M. IN THE CITY OF CLAREMONT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID SOUTHWEST QUARTER DISTANT THEREON NORTH $89^{\circ}54'30''$ EAST 647.06 FEET FROM THE WEST ONE QUARTER CORNER OF SAID FRACTIONAL SECTION 5; THENCE PARALLEL WITH THE WEST LINE OF SAID FRACTIONAL SECTION SOUTH $00^{\circ}07'15''$ EAST 135.28 FEET; THENCE SOUTH $89^{\circ}54'30''$ WEST 317.06 FEET TO THE WESTERLY LINE DESCRIBED IN CERT. NO AX-18313 IN THE OFFICE THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE NORTH $00^{\circ}07'15''$ WEST 135.28 FEET TO A LINE BEARING SOUTH $89^{\circ}54'30''$ WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH $89^{\circ}54'30''$ EAST 317.06 FEET TO THE TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 8302-025-011

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 72078

Developer shall construct public improvements per the following approved plans:
Improvement Plans R-021310 and S-02-1310

Public Improvements include, but are not limited to:

- Installation of 8" public sewer main and manholes to serve the proposed development
 - Private sewer to tie into Public Main line in Mountain Avenue
- Street improvements for Mountain Avenue and Base Line Road
 - Drive approaches
 - Handicap ramps
 - Accessibility at SEC of Mountain Avenue and Base Line Road
 - Street trees
 - Landscaping & Irrigation
 - Street Lights
 - Curb and Gutter
 - Sidewalk
- Grading and drainage structures in public and private easements
- Undergrounding of new and existing utility lines

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT MAP NO. 72078

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 71,749.00

Surety: Aspen American Insurance Company
Attorney-in-fact: Margaret Ginem
Address: _____
Tampa, Florida

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 71,749.00

Surety: Aspen American Insurance Company
Attorney-in-fact: Margaret Ginem
Address: _____
Tampa, Florida

CASH MONUMENT SECURITY: \$ 1,800.00

Amount deposited per Cash Receipt No. 001-00060290 Date: 11/25/13
PWO-001-593

BOND NO. SU34937
INITIAL PREMIUM: \$305.00
SUBJECT TO RENEWAL
"Serrano"

CITY OF CLAREMONT
TRACT MAP IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Claremont, California ("City") and D.R. Horton Los Angeles Holding Company, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing of all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 72078 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements dated November 26, 2012, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Aspen American Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Texas, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **Seventy One Thousand Seven Hundred and Forty Nine Dollars (\$ 71,749.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Performance Bond, Page 2

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, Florida this 21st day of November, 2013.

D.R. Horton Los Angeles Holding Company, Inc.

Principal

By: Barbara M. Murakami

Individual

Barbara M. Murakami

(print name)

Aspen American Insurance Company

Surety

By: Margaret Ginem

Attorney-in-Fact

Margaret Ginem

(print name)

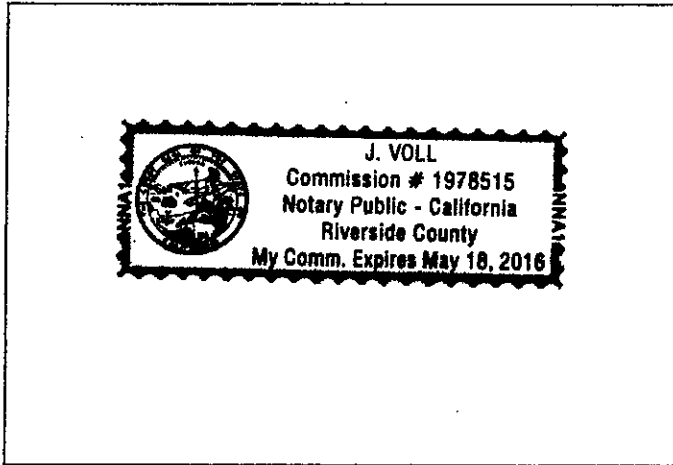
NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

California All-Purpose Acknowledgement

State of California }
County of Riverside

On 11-22-13 before me, J VOLL, a Notary Public.

personally appeared Barbara M. Murakami



Notary Public Seal

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.

Jvoll

Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1
[Blank box for thumbprint]

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Thumbprint of Signer 2
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- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 21st day of **November, 2013** before me, personally came **Margaret Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Aspen American Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature

Marianella Barnola
Marianella Barnola



This area for Official Notarial Seal



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Carol H. Hermes; Margaret Ginnem; Anett Cardinale; David H. Carr of Willis of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect;

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 24th day of January, 2013.

STATE OF CONNECTICUT

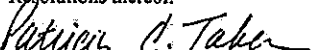
SS. ROCKY HILL

COUNTY OF HARTFORD

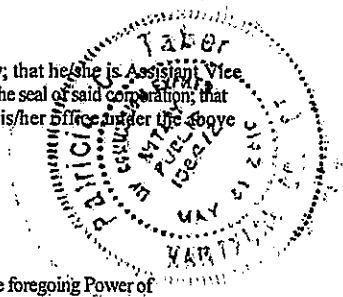
Aspen American Insurance Company


Ryan Field, Assistant Vice President

On this 24th day of January, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.


Notary Public

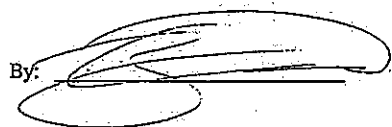
My commission expires: 5/31/2016



CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 21st day of November, 2013

By: 

Name: Ryan Field, Assistant Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

BOND NO. SU34937
INITIAL PREMIUM: Included with Performance Bond
SUBJECT TO RENEWAL

"Serrano"

CITY OF CLAREMONT

TRACT MAP IMPROVEMENTS

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Claremont, California ("City") and D.R. Horton Los Angeles Holding Company, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing of all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract map no. 72078 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements dated November 26, 2012, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Aspen American Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Texas, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all materialmen, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of **Seventy One Thousand Seven Hundred and Forty Nine Dollars (\$ 71,749.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

Labor and Material Bond, Page 2

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements; or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Tampa, Florida this 21st day of November, 2013.

D.R. Horton Los Angeles Holding Company, Inc.

Principal

By: Barbara M. Murakami

Individual

Barbara M. Murakami
(print name)

Aspen American Insurance Company

Surety

By: Margaret Ginem

Attorney-in-Fact

Margaret Ginem

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

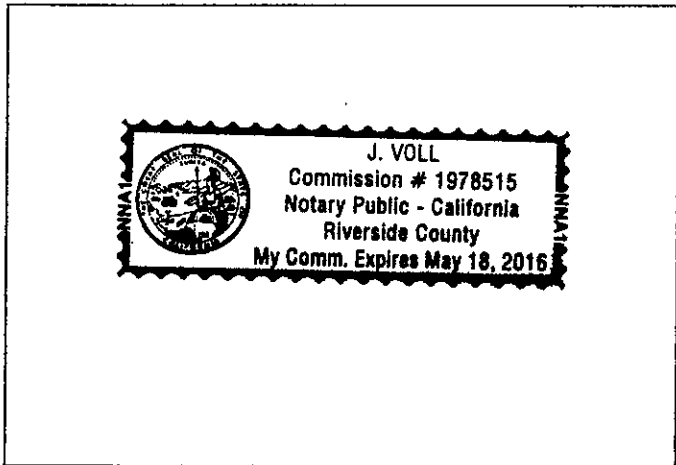
C/O WILLIS OF FLORIDA
4211 W. BOY SCOUT BLVD, #1000
TAMPA, FL 33607
INQUIRIES: (813)281-2095

California All-Purpose Acknowledgement

State of California }
County of Riverside

On 11-22-13 before me, J VOLL, a Notary Public

personally appeared Barbara M. Murakami



Notary Public Seal

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.

Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1
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- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Thumbprint of Signer 2
[Blank box for thumbprint]

- Individual
- Corporate Officer: _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 21st day of **November, 2013** before me, personally came **Margaret Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Aspen American Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature


Mariannella Barnola



This area for Official Notarial Seal



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Carol H. Hermes; Margaret Ginem; Anett Cardinale; David H. Carr of Willis of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 24th day of January, 2013.


STATE OF CONNECTICUT
COUNTY OF HARTFORD

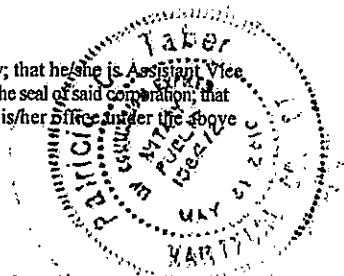
SS. ROCKY HILL

Aspen American Insurance Company


Ryan Field, Assistant Vice President

On this 24th day of January, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

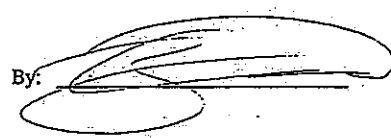

Notary Public
My commission expires: 5/31/2016



CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 21st day of November, 2013

By: 

Name: Ryan Field, Assistant Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

CERTIFICATE OF SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Secretary of D.R. Horton Los Angeles Holding Company, Inc., a California corporation (*the "Company"*), is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following are true, correct and complete copies of resolutions related to the subject matter as adopted by the Consent of Sole Director of the Company dated September 13, 2012 (*the "Resolutions"*). The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

Election of Assistant Vice President and Director of Forward Planning and Assistant Secretary

WHEREAS, effective December 2, 2008, Barbara M. Murakami was duly elected to the office of Assistant Vice President of the Company of the Company's South Coast / Inland Empire Division; and

WHEREAS, in addition to her current position as Assistant Vice President, it is now desirable to elect Barbara M. Murakami to the office of Assistant Secretary of the Company.

NOW, THEREFORE, BE IT RESOLVED, that Barbara M. Murakami is hereby elected to the offices of Assistant Vice President and Assistant Secretary of the Company (*the "Assistant Vice President"*), to serve in the Company's South Coast / Inland Empire Division (*the "Division"*), until the next annual meeting of directors of the Company and until her successor is duly elected and qualified or until her earlier death, resignation or removal.

RESOLVED FURTHER, that the Assistant Vice President is hereby authorized on behalf of (i) the Company, (ii) any partnership of which the Company is a general partner, manager or agent, and (iii) any limited liability company of which the Company is a member, manager or agent (*collectively, the "Entities"*) to sign, modify and terminate, from time to time as she deems it to be in the best interest of the Entities, maps, conditions, subcontract agreements, general contract agreements, bonds, affordable housing agreements, consultant agreements, building permits, improvement/development agreements, utility agreements and other similar or equivalent agreements or documents for the Division relating to the business of the Entities.

RESOLVED FURTHER, that as an Assistant Vice President of the Company, Barbara M. Murakami is hereby authorized, in the Division and in the

name and on behalf of the Entities, to execute and deliver any and all documents and instruments, including without limitation, general or special warranty deeds, bills of sale, lien waivers, owner's affidavits, settlement statements and other conveyance documents and closing statements necessary to close the sale of any one or more single-family residences on behalf of the Entities.

RESOLVED FURTHER, that the authority hereby granted to the Assistant Vice President supersedes authority previously granted by Written Consent of Sole Director to the Assistant Vice President as of the date hereof.

IN WITNESS WHEREOF, the undersigned has set his hand on the 17th day of September, 2013.



Thomas B. Montano
Secretary

CERTIFICATE OF SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Secretary of D.R. Horton Los Angeles Holding Company, Inc., a California corporation (*the "Company"*), is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following are true, correct and complete copies of resolutions related to the subject matter as adopted by the Consent of Sole Director of the Company dated August 21, 2013 (*the "Resolutions"*). The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

Authority of Vice President and City Manager

WHEREAS, effective May 6, 2013, John L. Scull was duly elected to the office of Vice President of the Company in the Company's South Coast Inland Empire Division; and

WHEREAS, John L. Scull is the City Manager of the San Diego area of the Company's South Coast Inland Empire Division, and it is now desirable to change that area to the Los Angeles and Ventura areas of the Company's South Coast Inland Empire Division.

NOW, THEREFORE, BE IT RESOLVED, that John L. Scull shall continue to hold the office of Vice President of the Company (*the "Vice President"*) in the Company's South Coast Inland Empire Division (*the "Division"*), to serve until the next annual meeting of the directors of the Company and until his successor is duly elected and qualified or until his earlier death, resignation or removal.

RESOLVED FURTHER, that the Vice President is hereby authorized and empowered, in the Los Angeles and Ventura areas (*collectively the "Areas"*) of the Division and in the name and on behalf of (A) the Company, (B) any partnership of which the Company is a general partner, manager or agent, and (C) any limited liability company of which the Company is a member, manager or agent (*collectively the "Entities"*), (i) subject to written approval by any one of the following officers of the Company: (a) Chairman of the Board, (b) President, (c) Senior Executive Vice President, (d) Executive Vice President or (e) the Region President of the Division (*the "Approving Officers"*), to execute and deliver contracts, agreements and other documents and instruments (other than promissory notes) for the purchase of real property, and any improvements or appurtenances constructed thereon or affixed thereto, or any interest therein, including without limitation any right-of-way, easement, leasehold or other tangible or intangible property, right or interest, and any personal property relating or incident thereto, (ii) subject to written approval by any

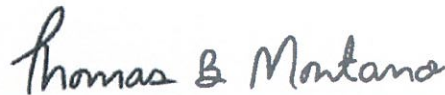
one of the Approving Officers, to execute and deliver contracts, agreements, deeds, conveyances or other obligations of the Entities, closing statements and other documents and instruments for the sale of improved or unimproved real property, or any interest or right therein, owned, leased or otherwise controlled by the Entities and (iii) to execute and deliver model home leases and such other agreements, instruments or documents as the Approving Officers shall direct.

RESOLVED FURTHER, that in connection with the management of the Entities' business, the Vice President is hereby authorized and empowered, in the name and on behalf of the Entities in the Areas, to execute and deliver (i) contracts, agreements and other documents and instruments for the subdivision, development and/or improvement of real property, (ii) contracts, agreements, deeds, closing statements and other documents and instruments for the sale, transfer and/or conveyance of mineral rights, groundwater and other water rights owned, leased or controlled by any of the Entities to DRH Energy, Inc., an affiliate of the Entities, (iii) home sales contracts, sales person employment agreements and similar or equivalent agreements, documents or instruments and (iv) personal property leases for, among other things, office equipment and construction trailers.

RESOLVED FURTHER, that in connection with the management of the Entities' business in the Areas, the Vice President shall be authorized and empowered, in the name and on behalf of the Entities in the Areas, to execute and deliver any and all documents and instruments necessary to sell and convey title to single-family homes.

RESOLVED FURTHER, that effective as of the date hereof, the authority hereby granted to the Vice President supersedes authority previously granted by Written Consent of Sole Director to the Vice President.

IN WITNESS WHEREOF, the undersigned has set his hand on the 28th day of August, 2013.



Thomas B. Montano
Secretary

RECORDING REQUESTED BY:

CITY OF CLAREMONT

WHEN RECORDED RETURN TO:

CITY OF CLAREMONT
207 HARVARD AVENUE
CLAREMONT, CA 91711
ATTN: City Clerk

ORIGINAL

Document Number:11922466



Batch Number:7476374



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Exempt from recording fee, per Government Code
Section 6103

CITY OF CLAREMONT, CALIFORNIA

By: Jamie Costanza
City Clerk, Deputy

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 72539

between

THE CITY OF CLAREMONT
a California municipal corporation

and

DR Horton Inc.

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07/05/16 AT 08:00AM

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OTHER:	0.00
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LEADSHEET



201607050260030

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SEQ:
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SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

FOR REFERENCE ONLY: 20160774099

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Claremont
207 Harvard Ave
Claremont, CA 91711

SPACE ABOVE FOR RECORDER'S USE ONLY

Agreement for Completion of Public Improvements 15
Title of Document

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Claremont
207 Harvard Ave
Claremont, CA 91711

SPACE ABOVE FOR RECORDER'S USE ONLY

Agreement For Completion of Public Improvements
Title of Document

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
TRACT MAP NO. 72539
DR Horton AND THE CITY OF CLAREMONT**

I. PARTIES AND DATE.

This Agreement is entered into as of this 22 day of March 2016 ("Date of Execution") by and between the City of Claremont, a California municipal corporation ("City") and DR Horton, with its principal office located at 2280 Wardlow Circle, Suite 100, Corona, CA 92880 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. On December 9, 2013, an application for the tentative map was submitted to City for approval of a tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The tentative tract map was prepared on behalf of Developer by **PHB and Associates, Inc.**, and is identified in City records as Tract Map no. 72539 ("Tract map no.72539").

B. The tentative map for Tract map no. 72539 was approved by the City Council on May 12, 2015.

C. Developer has not completed all of the work or made all of the public improvements required by Title 17 of the Claremont Municipal Code ("CMC"), the Subdivision Map Act (Government Code sections 66410 *et seq.*) ("Map Act"), the conditions of approval for Tract map no. 72539, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Chapter 17.212 of the CMC and Section 66411.1(b) of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract map no. 72539.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of Tract map no. 72539.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all the following conditions are satisfied in the sequential order hereinafter provided: (a) Developer provides City the security of the type and in the amounts required by this Agreement, and (b) Developer records Tract map no. 72539, and this Agreement is recorded in the Recorder's Office of the County of Los Angeles within twenty (20) working days after the Date of Execution. If the above described conditions are not satisfied, in the order of (a) and then (b), this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record Tract map no. 72539.

1.1 Incorporation of Recitals. The Recitals are true and are incorporated herein by reference.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract map no. 72539, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract map no. 72539 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct Public Improvements under this Agreement in a skillful

and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires modification or alteration in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Additional Public Improvements. The additional public improvements should be those set forth in Exhibit B.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months after the Date of Execution.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to

Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract map no. 72539 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract map no. 72539 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land within Tract map no. 72539 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract map no. 72539.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an

immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City shall be authorized to accept the Public Improvements. The City may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Los Angeles a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements

unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **One Hundred Sixty-Three Thousand and Nine Hundred Fifty-One Dollars (\$ 163,951.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated. The City may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract Map no. 72539, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. To guarantee the Public Improvements during the Warranty period, the Developer shall maintain 15% of the security initially provided under this section, which shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract map no. 72539.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or

equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **One Hundred Sixty-Three Thousand and Nine Hundred Fifty-One Dollars (\$ 163,951.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Monument Security. If Developer's field survey for Tract map no. 72539 necessitates setting monuments under Sections 66428 and 66495 of the Map Act ("Subdivision Monuments"), then prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all Subdivision Monuments in compliance with the City's Municipal and/or Development Code, Developer shall deposit cash with City in the amount of **Two Thousand Five Hundred Dollars (\$2,500.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract map no. 72539.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including

wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than **\$1,000,000** per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto or vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than **\$1,000,000** per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than **\$1,000,000** per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial

guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best's rating of no less than A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, Tract Map no. 72539, nor any other related map, entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:
City of Claremont
207 Harvard Avenue
Claremont, CA 91711
Attn: City Clerk

DEVELOPER:
DR Horton Inc.
2280 Wardlow Circle , Suite 100
Corona, CA 92880
Attn: Barbara M. Murakami

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT MAP NO. 72539

BEING A SUBDIVISION OF A PORTION OF THE LOT 3 IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 13, 1876.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 72539

Developer shall construct public improvements per the following approved plans:
Improvement Plans R 02-1413.

Public Improvements include, but are not limited to:

- Street improvements for Base Line Road
 - Drive approach
 - Street trees
 - Landscaping & Irrigation
 - Street Lights
 - Curb and Gutter
 - Sidewalk
- Grading and drainage structures in public and private easements
- Undergrounding of new and existing utility lines

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT MAP NO. 72539

"Serrano II"

Bond No. 800013180

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 163,951.00

Surety: Atlantic Specialty Insurance Company

Attorney-in-fact: Brandy L. Baich

Address: 3625 Cumberland Blvd., Ste. C-100

Atlanta, GA 30339

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 163,951.00

Surety: Atlantic Specialty Insurance Company

Attorney-in-fact: Brandy L. Baich

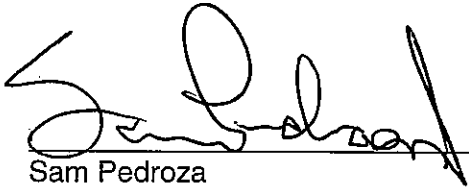
Address: 3625 Cumberland Blvd., Ste. C-100

Atlanta, GA 30339

CASH MONUMENT SECURITY: \$ 2,500.00

Amount deposited per Cash Receipt No. 001-000 Date: 3/31/16
79700

CITY OF CLAREMONT
A Municipal Corporation

By: 
Sam Pedroza
Mayor of the City of Claremont

SUBDIVIDER:

By: DR Horton, Inc.

By: _____
Owner

By: _____
Owner

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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)

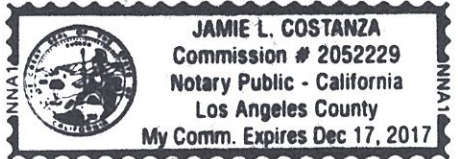
On 3/31/16 before me, Jamie L. Costanza, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Sam Pedroza
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.



Signature Jamie L. Costanza
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____

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 ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

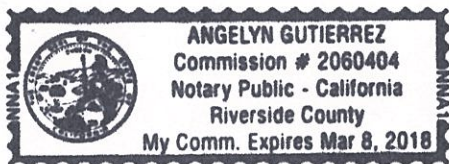
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)
On June 29, 2016 before me, Angelyn Gutierrez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Barbara M. Murakami + Todd Funk
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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____
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: _____

CITY OF CLAREMONT
A Municipal Corporation

By: _____
Corey Calaycay
Mayor of the City of Claremont

SUBDIVIDER:

By: DR Horton Inc.

By: Barbara M. Murakami
Owner *Barbara M. Murakami*

By: Todd Funk
Owner *Todd Funk*

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

BOND NO. 800013180
INITIAL PREMIUM: \$574.00
SUBJECT TO RENEWAL
"Serrano II"

CITY OF CLAREMONT
TRACT MAP IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Claremont, California ("City") and D.R. Horton Los Angeles Holding Company, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing of all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 72539 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements dated December 8, 2015, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Atlantic Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of New York, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **One Hundred Sixty-Three Thousand and Nine Hundred Fifty-One Dollars (\$ 163,951.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Performance Bond, Page 2

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Principal in Corona, Ca Surety in Tampa, Florida, this 28th day of December, 2015.

D.R. Horton Los Angeles Holding Company, Inc.

Principal

By:



Individual

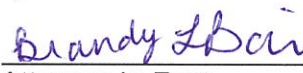
TODD FUNK

(print name)

Atlantic Specialty Insurance Company

Surety

By:



Attorney-in-Fact

Brandy L. Baich

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CALIFORNIA ALL-PURPOSE 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 Riverside)

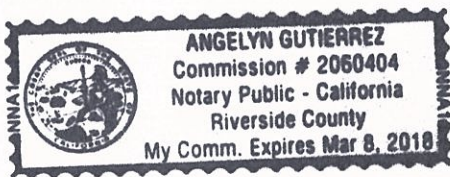
On June 29, 2016 before me, Angelyn Gutierrez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Todd Funk
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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____
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: _____

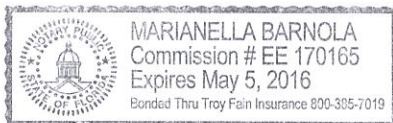
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 28th day of December, 2015 before me, personally came **Brandy L. Baich**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Atlantic Specialty Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature *Marianella Barnola*
Marianella Barnola



This area for Official Notarial Seal

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnetonka, Minnesota, does hereby constitute and appoint: **Anett Cardinale, David H. Carr, Eileen C. Heard, Brandy L. Baich, Margaret A. Ginem**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

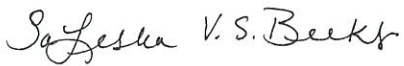
STATE OF MINNESOTA
HENNEPEN COUNTY



By 
Paul J. Brehm, Senior Vice President

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of December 2015.

This Power of Attorney expires
October 1, 2017




James G. Jordan, Assistant Secretary

BOND NO. **800013180**
INITIAL PREMIUM: Included with Performance Bond
SUBJECT TO RENEWAL
"Serrano II"

CITY OF CLAREMONT
TRACT MAP IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Claremont, California ("City") and **D.R. Horton Los Angeles Holding Company, Inc.** ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing of all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract map no. 72539 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements dated December 8, 2015, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and **Atlantic Specialty Insurance Company** ("Surety"), a corporation organized and existing under the laws of the State of **New York**, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all materialmen, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of **One Hundred Sixty-Three Thousand and Nine Hundred Fifty-One Dollars (\$ 163,951.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

Labor and Material Bond, Page 2

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at
Principal in Corona, CA Surety in Tampa, Florida
this 28th day of December, 2015.

D.R. Horton Los Angeles Holding Company, Inc.

Principal

By: [Signature]
Individual

TODD FUNK

(print name)

Atlantic Specialty Insurance Company

Surety

By: [Signature]
Attorney-in-Fact

Brandy L. Baich

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

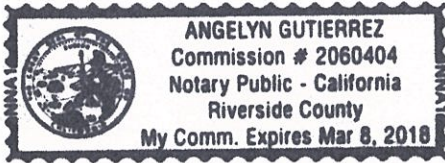
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)
On June 29, 2016 before me, Angelyn Gutierrez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Todd Funk
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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____


ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this **28th** day of **December, 2015** before me, personally came **Brandy L. Baich**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Atlantic Specialty Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature


Marianella Barnola



This area for Official Notarial Seal

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnetonka, Minnesota, does hereby constitute and appoint: **Anett Cardinale, David H. Carr, Eileen C. Heard, Brandy L. Baich, Margaret A. Ginem**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

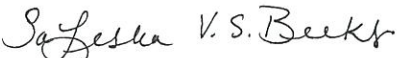


By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPEN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of December 2015.

This Power of Attorney expires
October 1, 2017




James G. Jordan, Assistant Secretary



Claremont City Council

Agenda Report

File #: 2663

Item No: 5.

TO: TARA SCHULTZ, CITY MANAGER
FROM: COLIN TUDOR, ASSISTANT CITY MANAGER
DATE: JANUARY 8, 2019

Reviewed by:
City Manager: TS
Finance Director: AP

SUBJECT:

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE AND RELATED DOCUMENTS IN CONNECTION WITH THE SALE OF CITY-OWNED PROPERTY, 119 YALE AVENUE (APN 8313-020-904)

SUMMARY

Staff requests that the City Council adopt a resolution authorizing the City Manager to execute a certificate of acceptance and related documents in connection with the sale of a 200 square foot City-owned parcel located west of 119 North Yale Avenue. On January 24, 2017, the City Council adopted an ordinance approving a purchase and sale agreement between the City of Claremont and the owners of Some Crust Bakery, and a subsequent lot line adjustment shifting the line between the City property and the adjacent property owned by the buyer.

Lot line adjustments must be reflected in a recorded deed and because the previously approved lot line adjustment affects real property owned by the City and the buyer, each party is required to sign a perfecting deed. Since a governmental agency may not have deeds or grants which convey interest in real estate accepted for recordation without the consent of that agency, staff recommends that the City Council adopt a resolution (Attachment) designating the City Manager as the authorized officer to accept the perfecting deed and any other documents necessary to complete the sale between the City and Some Crust Bakery.

RECOMMENDATION

Staff recommends that the City Council adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE AND RELATED IMPLEMENTING DOCUMENTS IN CONNECTION WITH THE SALE OF A PORTION OF THE PROPERTY WITH ASSESSOR PARCEL NUMBER (APN) 8313-020-904.

ALTERNATIVES TO RECOMMENDATION

In addition to the recommendation, there are the following alternatives:

- A. Continue the item for additional information.
- B. Do not adopt a resolution.

FINANCIAL REVIEW

Costs associated with the previously approved lot line adjustment have been borne by the applicant, who paid a fixed fee of \$2,245.

Additionally, the applicant will pay \$7,000 for the subject parcel. The purchase amount is based on two land appraisals previously received by the City. The proceeds from the sale of the parcel will be deposited into the City's General Fund.

The staff cost to prepare this report and documentation is estimated at \$1,268 and is included in the operating budget of the Administrative Services Department.

ANALYSIS

At its meeting of January 24, 2017, the City Council adopted Ordinance No. 2017-02, approving a purchase and sale agreement to sell a 200 square foot City-owned parcel to the owners of Some Crust Bakery located at 119 North Yale Avenue. The City Council also adopted Resolution No. 2017-05, approving Lot Line Adjustment #12-LL03, which would shift the lot line between the City property and the adjacent property owned by the buyer. The purpose of the sale was to accommodate a minor expansion of the business to provide additional storage space.

Pursuant to the Subdivision Map Act, lot line adjustments must be reflected in a deed that must be recorded and because Lot Line Adjustment #12-LL03 will affect real property owned by both the City and the buyer, each party is required to sign a perfecting deed to be recorded. A governmental agency may not have deeds or grants which convey interest in real estate accepted for recordation without the consent of that agency. Therefore, the City Council must authorize an agent to accept and consent to a deed of grant conveying an interest in real estate to the City. Staff recommends designating the City Manager as the authorized officer to accept the perfecting deed and to execute any other implementing documents necessary to complete the conveyance of the sale of city property to the buyer.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds the following:

Council Priorities - This item does not relate to the Council Priorities.

Sustainability Plan - This item does not relate to the goals of Sustainability Plan.

Economic Sustainability Plan - This item does not relate to the recommendations outlined in the Economic Sustainability Plan.

General Plan - This item relates to the following General Plan policy:

Policy 3-1.2: Support existing business in the City, and work to retain the small, independent

business character of the City while accommodating some National/Regional chain stores.

2018-19 Budget - This item does not directly relate to the budget.

Youth and Family Master Plan - This item does not relate to the objectives in the Youth and Family Master Plan.

CEQA REVIEW

In accordance with the California Environmental Quality Act (CEQA), the sale of the property and the Lot Line Adjustment are exempt from CEQA pursuant to Section 15061(b)(3) because it can be seen with certainty that the mere transfer of the property and the Lot Line Adjustment (which will not create any new parcels, and will not result in a change of use or density) will not have the potential for causing a significant effect on the environment.

Additionally, the sale of the property is categorically exempt pursuant to Section 15312 of the CEQA guidelines. This Class 12 exemption allows for the sale of surplus government property that has no Statewide, Regional, or area-wide concern. This property is exempt surplus land of only 200 feet and has no Statewide, Regional, or area-wide concern.

Moreover, the Lot Line Adjustment is categorically exempt pursuant to Section 15305(a). This Class 5 exemption allows for the minor alterations of land use in an area which does not result in any changes in land use or density, including minor Lot Line Adjustments not resulting in the creation of any new parcel.

None of the exceptions to the categorical exemptions set forth in State CEQA Guideline section 15300.2 applies to the proposed project because the proposed project: (1) is not located in a uniquely sensitive environment; (2) is not located within a highway officially designated as a State scenic highway; (3) is not located on a hazardous waste site; (4) would not have a cumulative impact; and, (5) would not have a significant substantial adverse change in the significance of a historical resource. Therefore, the general CEQA exemption applies to this item and in addition the Class 12 and Class 5 categorical exemptions apply and the exceptions do not apply. Therefore, no further environmental review is required at this time.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted by:

Colin Tudor
Assistant City Manager

Prepared by:

Jamie Harvey
Assistant to the City Manager

Attachment:
Resolution

RESOLUTION NO. 2019-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE AND RELATED IMPLEMENTING DOCUMENTS IN CONNECTION WITH THE SALE OF A PORTION OF THE PROPERTY WITH ASSESSOR PARCEL NUMBER (APN) 8313-020-904**

WHEREAS, the City of Claremont (“City”) owns that certain real property commonly known as APN 8313-020-904 (the “City Property”); and

WHEREAS, on January 24, 2017, the City of Claremont City Council (“City Council”) adopted Ordinance No. 2017-02, approving a purchase and sale agreement between the City of Claremont (“City”) and Lawrence Carlton Feemster, as Trustee of the Lawrence Carlton Feemster and Sandra Kay Feemster Family Trust of June 2003 (“Buyer”), pursuant to which the City agreed to sell to the Buyer a portion of the City Property (the “Sale Portion of City Property”); and

WHEREAS, on January 24, 2017, the City Council adopted Resolution No. 2017-05, approving Lot Line Adjustment #12-LL03, which would shift the lot line between the City Property and certain other adjacent real property owned by Buyer (the “Buyer Property”), for purposes of expanding the Buyer Property to include the Sale Portion of City Property; and

WHEREAS, pursuant to the Subdivision Map Act, lot line adjustments must be reflected in a deed (a “Perfecting Deed”), which must be recorded; and

WHEREAS, because Lot Line Adjustment #12-LL03 will affect real property owned by both City and the Buyer, each of City and Buyer will be required to sign a Perfecting Deed, to be recorded; and

WHEREAS, Government Code section 27281 provides that a governmental agency may not have deeds or grants, which convey to such governmental agency an interest in or easement upon real estate, accepted for recordation without the consent of that governmental agency as evidenced by its certificate or resolution of acceptance; and

WHEREAS, the City Council may, by resolution as provided in Government Code section 27281 authorize an officer or agent to accept and consent to a deed of grant conveying an interest in real estate to the City, and it is in the interest of convenience and efficiency to designate the City Manager, as the authorized officer to accept the Perfecting Deed executed by the City in connection with Lot Line Adjustment #12-LL03.

NOW THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:

SECTION 1. The above recitals are true and correct and are incorporated herein.

SECTION 2. The City Manager is hereby authorized to (i) accept and consent to the Perfecting Deed, (ii) execute acceptance and consent of the Perfecting Deed as set forth in Section 27281 of the Government Code, and (iii) execute any other implementing documents necessary to effect the conveyance of the Sale Portion of City Property to Buyer.

SECTION 3. This resolution shall take effect upon its adoption by this Council.

SECTION 4. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.


PASSED, APPROVED, AND ADOPTED this 8th day of January, 2019.

Mayor, City of Claremont

ATTEST:

City Clerk, City of Claremont

APPROVED AS TO FORM:



City Attorney, City of Claremont



Claremont City Council

Agenda Report

File #: 2690

Item No: 6.

TO: TARA SCHULTZ, CITY MANAGER

FROM: CHRISTOPHER M. PAULSON, COMMUNITY SERVICES DIRECTOR

DATE: JANUARY 8, 2019

Reviewed by:

City Manager: TS

Finance Director: AP

SUBJECT:

AWARD OF CONTRACT TO PRUDENTIAL OVERALL SUPPLY FOR UNIFORM SERVICES

SUMMARY

The Community Services Department provides uniforms for maintenance, sanitation, and motor fleet personnel through a uniform service provider. Services under this contract include providing the uniform, laundering, and repair or replacement as needed. The budgeted amount to provide this service is \$15,000 per year and is included in the operating budget of the Community Services Department.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a sixteen-month contract in an amount not to exceed \$20,000, with three optional one-year extensions, in an amount not to exceed \$15,000 per year, with Prudential Overall Supply for providing uniform services.

ALTERNATIVE TO RECOMMENDATION

In addition to the recommendation, there is the following alternative:

- Request more information from staff.

FINANCIAL REVIEW

The proposed sixteen-month initial term allows the contract to coincide with the fiscal year budget, as it will begin on March 1, 2019 and conclude on June 30, 2020. This agreement is for an amount not to exceed \$20,000, which allows for the set-up fees associated with new uniform services and the additional four months of service. Following the initial sixteen-month term, the cost to provide uniform

services is \$15,000 annually.

The staff cost to prepare this report and administer this contract is estimated at \$3,020 and is included in the operating budget of the Community Services Department.

ANALYSIS

The City provides uniforms to Community Services Department personnel who have direct contact with the public to present a uniform and identifiable staff person. This also prevents excessive soiling and wear on personal clothing due to the duties staff is required to perform. Uniform services include rental and laundering of uniforms, coveralls, and motor fleet shop towels. Weekly cleaning, scheduled replacement, logo and name attachment, and repairs are also included. To ensure all garments are presentable, replacement is determined by City staff and covered under the terms of this agreement unless damage is considered more than normal wear and tear.

SourceWell, formerly known as National Joint Powers Alliance, is a cooperative purchasing alliance that the City has used in the past for the purchase of fleet vehicles. In order to reduce cost for uniform service, staff recommends entering into a piggyback agreement with Prudential Overall Supply through SourceWell. This agreement with Prudential Overall Supply reduces the cost for uniforms by approximately 25 percent. Prudential Overall Supply currently provides uniform services for the Ontario-Montclair School District and the City of Pomona.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds the following:

Council Priorities - This item does not address any of the Council Priority.

Sustainability Plan - This item does not relate to the goals of the Sustainability Plan.

Economic Sustainability Plan - This item is consistent with the Statements of the City Council Basic Values of Economic Sustainability.

General Plan - This item does not address any of the Measures relating to the General Plan.

2018-19 Budget - This item meets the Community Services Department Work Plan Goal CS-4: Provide customer service to residents and City employees while coordinating work efforts among the department's divisions to ensure that City programs are functioning effectively.

Youth and Family Master Plan - This item does not relate to the objectives in the Youth and Family Master Plan.

CEQA REVIEW

This item (approving a contract award for uniform services) is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and section 15060(c)(3) (the activity is not a "project" as defined in Section 15378). CEQA Guidelines Section 15378(b)(2), (4), and (5) excludes "continuing administrative or

maintenance activities,” “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,” and “administrative activities of governments that will not result in direct or indirect physical changes to the environment” from its definition of “project.”

Additionally, under CEQA Guidelines Section 15061(b)(3), it is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Extending an existing service will not have a significant effect on the environment because the action will not result in or lead to a physical change in Claremont. Therefore, no additional environmental review is needed.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted by:

Christopher M. Paulson
Community Services Director

Prepared by:

Cari Dillman
Management Analyst



Claremont City Council

Agenda Report

File #: 2687

Item No: 7.

TO: TARA SCHULTZ, CITY MANAGER

FROM: CHRISTOPHER M. PAULSON, COMMUNITY SERVICES DIRECTOR

DATE: JANUARY 8, 2019

Reviewed by:

City Manager: TS

Finance Director: AP

SUBJECT:

AMENDMENT TO AWARD OF CONTRACT FOR THE PURCHASE OF A BRUSH CHIPPER

SUMMARY

At the November 13, 2018 City Council meeting, the City Council approved an award of contract for the purchase of a brush chipper in the amount of \$59,500 to the Vermeer Corporation. When staff began to implement the recommendation approved by the City Council, it became clear that there were two corrections that needed to be approved by the City Council in order to move forward with the purchase of the brush chipper. Those errors requiring correction are described further in this report. All other elements of the November 13, 2018 staff report remain correct. Staff seeks City Council approval for the purchase of a brush chipper in the amount of \$62,963.44, which is \$3,463.44 more than the \$59,500 that was approved on November 13, 2018.

RECOMMENDATION

Staff recommends that the City Council amend its November 13, 2018 action to award a contract and authorize the City Manager to enter into an agreement with RDO Equipment Co. for the purchase of a brush chipper at a cost of \$62,963.44.

ALTERNATIVE TO RECOMMENDATION

In addition to the recommendation, there is the following alternative:

- Request additional information from staff.

FINANCIAL REVIEW

This purchase uses a SourceWell (formerly National Joint Powers Alliance) cooperative agreement.

SourceWell recently purchased a brush chipper with identical specifications as those required for the City of Claremont. The SourceWell purchase involved a comprehensive competitive bid process that meets Claremont's purchasing requirements. SourceWell awarded a contract to RDO Equipment Co. as the low bidder in the amount of \$62,963.44. Funding for this purchase is available in the Motor Fleet fund. The Motor Fleet fund is a Non-General Fund source of revenue, and the brush chipper has a budgeted line item in the Equipment account of the Motor Fleet fund in the 2018-19 budget.

The staff cost to prepare this amended report and administer this contract is estimated at \$546 and is included in the operating budget of the Community Services Department.

ANALYSIS

On November 13, 2018, the City Council authorized the purchase of a brush chipper for use by the Community Services Department. When proceeding with the purchase, staff noticed two errors with the previous staff report that hinders the purchase of the brush chipper. The following items need to be corrected before the purchase can commence.

The November 13 report lists the Vermeer Corporation as the vendor. The Vermeer Corporation is the manufacturer of the brush chipper and they do not sell the product. The product is sold and distributed by RDO Equipment Co. located in Riverside, California. SourceWell had procured the brush chipper from RDO Equipment Co., not Vermeer Corporation, and the cooperative agreement is still available. Therefore, staff recommends revising the previous award of contract to assign the purchase to RDO Equipment Co.

Secondly, staff requested an appropriation in the amount of \$59,500 from Motor Fleet fund balance, however, this amount is the pre-sales tax amount. The actual amount including tax is \$62,963.44. Furthermore, an appropriation is not required since the brush chipper is an approved budgeted line item under the Equipment account in the Motor Fleet fund. The brush chipper is budgeted at \$63,765 and the full purchase price with taxes and fees is \$62,963.44.

The following analysis remains correct from the November 13, 2018 staff report. City maintenance crews currently use a vehicle (clam truck) that was specifically designed for tree trimming operation and hauling large amounts of debris to and from the City Yard. The custom vehicle is a 1986 Ford C-800, and due to its age, is costly to repair and replacement parts are difficult to find. Now that tree trimming is contracted out, the vehicle is only used when responding to fallen tree branches or failed trees. Current practice is for staff to use the clam truck to pick up the branches and trees, haul them to the City Yard to dump and reload them into a roll-off bin, and then haul the debris to an off-site green waste recycling center. This process is both cumbersome and inefficient.

As an alternative to the clam truck, staff recommends replacing it with a brush chipper to be used in response to tree and branch failures. The brush chipper will facilitate more efficient use of staff time as branches will be able to be mulched on site and used in City maintained landscape areas. It will eliminate the need for staff to drive back and forth to the City Yard and will decrease the amount of material that needs to be hauled to off-site locations. The brush chipper is also a more cost-effective piece of equipment, totaling \$62,963.44 compared to the \$150,000 it would cost to replace the current clam truck. The estimated resale value for the current Ford C-800 is \$1,500.

During the most recent wind storm in October, staff used every available vehicle to retrieve fallen branches and trees and made over one hundred trips to and from the City Yard. The use of a brush chipper will eliminate the need to make as many trips to and from the Yard and will reduce response

time in half.

The brush chipper will be purchased using a SourceWell cooperative agreement. SourceWell recently purchased vehicles with identical specifications as those required for the City of Claremont. The SourceWell purchase involved a comprehensive competitive bid process that meets Claremont purchasing requirements. For this reason, Claremont is able to “piggyback” on SourceWell’s competitive bid process and pricing as provided for in Claremont Municipal Code Section 3.15.090. SourceWell awarded a contract to RDO Equipment Co. as the low bidder. Production time for the equipment is approximately one month following contract award. Staff anticipates the equipment will be in service by March 2019.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City’s strategic and visioning documents and finds the following:

Council Priorities - This item relates to the 2018 City Council Priorities of Financial Stability and Sustainability.

Sustainability Plan - This item relates to the sustainability Goal 2 regarding Environment and Public Health and Goal 5 regarding Open Space and Land Use.

Economic Sustainability Plan - This item is consistent with the Statements of City Council Basic Values of Economic Sustainability.

General Plan - This item relates to the following measures in the General Plan:

Measure I-55: Provide Solid Waste and Recycling Services.

2018-19 Budget - This item relates to the Community Services Department Work Plan Goal CS-15: Provide an environmentally responsive and cost-effective green waste and recycling program.

Youth and Family Master Plan - This item does not relate to the Youth and Family Master Plan.

CEQA REVIEW

This item (authorizing agreement for the purchase of a brush chipper) is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060 (c) (3) (the activity is not a “project” as defined in Section 15378). CEQA Guidelines Section 15378(b)(2), (4), and (5) excludes “continuing administrative or maintenance activities,” “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,” and “administrative activities of governments that will not result in direct or indirect physical changes to the environment” from its definition of “project.”

Even if this item were a “project,” it would be exempt from environmental review under CEQA Guidelines Section 15061(b)(3)’s “general rule” that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Here it can be seen with certainty that there is no possibility that this item will have a significant effect on the environment. On its own, this

action will not result in any physical changes to the environment.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted by:

Christopher M. Paulson
Community Services Director



Claremont City Council

Agenda Report

File #: 2697

Item No: 8.

TO: TARA SCHULTZ, CITY MANAGER
FROM: COLIN TUDOR, ASSISTANT CITY MANAGER
DATE: JANUARY 8, 2019

Reviewed by:
City Manager: TS
Finance Director: AP

SUBJECT:

AUTHORIZATION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH SILVER & WRIGHT LLP FOR SPECIAL LEGAL SERVICES RELATED TO CODE ENFORCEMENT ACTIONS

SUMMARY

In 2016, the City retained Silver & Wright LLP as special counsel to provide legal services for code enforcement actions. Since the initiation of the contract, Silver & Wright have assisted code enforcement staff in resolving several difficult and protracted code enforcement cases. Based on this success and several other complex ongoing cases, staff requests that the City Council authorize an increase in compensation of \$20,000 to the agreement with Silver & Wright LLP through June 30, 2019.

The City is only billed for hours attorneys from Silver & Wright work on cases, therefore, the actual expenditure may be less than the full authorization depending on the outcome of the cases they are assisting staff to resolve.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to amend the contract amount of the agreement with Silver & Wright LLP for special legal services in an amount not to exceed \$20,000, for a total contract amount not to exceed \$70,000.

ALTERNATIVES TO RECOMMENDATION

In addition to the recommendation, there are the following alternatives:

- A. Continue discussion of this matter and request additional information.
- B. Do not approve the agreement.

FINANCIAL REVIEW

The proposed amendment is to a professional services agreement that does not require competitive bidding and complies with all City purchasing guidelines. Claremont Municipal Code Section 3.15.040 (A) provides that the City shall secure professional services based upon demonstrated competence, professional qualifications, and suitability for the project in general.

The cost of the amendment to the contract will be absorbed by the current Administrative Services Department operating budget. Actual expenditures will also be partially offset by fines or liens that may result from code enforcement actions.

The staff cost to prepare this report is estimated at \$250 and is included in the operating budgets of the Administrative Services and Community Development Departments.

ANALYSIS

Silver & Wright LLP is a law firm specializing in municipal law, code enforcement, police services, receiverships, land use, zoning, and cost recovery, and has the specific expertise to assist staff in moving code enforcement cases to resolution.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds the following:

Council Priorities - This item relates to the Council Priority "Quality of Life".

Sustainability Plan - This item does not relate to the Sustainability Plan.

Economic Sustainability Plan - This item does not relate to the Economic Sustainability Plan.

General Plan - This item applies to the following chapters of the General Plan:

Chapter 2: Land Use, Community Character, and Heritage Preservation Element; and

Chapter 8: Housing Element.

2018-19 Budget - This item meets the following work plan goals of the City Manager's Office and Community Development Department:

CP-1: Implement applicable items on the City Council Priority List;

CM-4: Ensure prompt and courteous service to citizens and fellow employees;

CM-5: Respond to citizen contacts and request for information; and

CD-9: Protect public health and property values through enforcement of property maintenance standards.

Youth and Family Master Plan - This item does not relate to the objectives in the Youth and Family Master Plan.

CEQA REVIEW

This item is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and section 15060(c)(3) (the activity is not a “project” as defined in Section 15378). CEQA Guidelines section 15378(b)(2), (4), and (5) excludes “[c]ontinuing administrative ... activities,” “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,” and “[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment” from its definition of “project.”

Even if this item were a “project,” it would be exempt from environmental review under CEQA Guidelines Section 15061(b)(3)’s “general rule” that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that this item, in and of itself, will have a significant effect on the environment. On its own, this action will not result in any physical changes to the environment.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted by:

Colin Tudor
Assistant City Manager



Claremont City Council

Agenda Report

File #: 2682

Item No: 9.

TO: TARA SCHULTZ, CITY MANAGER
FROM: ADAM PIRRIE, FINANCE DIRECTOR
DATE: JANUARY 8, 2019

Reviewed by:
City Manager: TS
Finance Director: AP

SUBJECT:

TAX EQUITY AND FISCAL RESPONSIBILITY ACT OF 1982 HEARING TO APPROVE THE ISSUANCE OF \$13 MILLION IN TAX EXEMPT FINANCING BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR THE BENEFIT OF HARVEY MUDD COLLEGE

SUMMARY

Harvey Mudd College requests approval of tax exempt financing in an amount not to exceed \$13 million. Financing is being made available through the California Municipal Finance Authority (CMFA). The federal Tax Equity and Financial Responsibility Act of 1982 (TEFRA) requires that a public hearing be held by the governing body of the jurisdiction in which the project is located, and that the local jurisdiction approve the proposed financing. The City has held such hearings in the past for Pomona College, Scripps College, Pitzer College, Webb Schools, Mt. San Antonio Gardens, Pilgrim Place, and Western Christian Schools. Approval of the proposed financing will not impose any financial responsibilities on the City.

RECOMMENDATION

Staff recommends that the City Council adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY 2019 TAX EXEMPT LOAN FOR THE BENEFIT OF HARVEY MUDD COLLEGE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$13,000,000 FOR THE PURPOSE OF FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF VARIOUS EDUCATIONAL AND ADMINISTRATIVE FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO.

ALTERNATIVES TO RECOMMENDATION

In addition to the staff recommendation, there are the following alternatives:

- A. Request further information from staff.
- B. Take no action.

FINANCIAL REVIEW

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation, acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the debt issuance fees it receives with its member communities and donates a portion of these fees to the Foundation for the support of local charities. With respect to the City of Claremont, it is expected that 25 percent of the debt issuance fee will be granted by the CMFA to the City's General Fund. The amount of the grant to the City is estimated at \$2,500. Harvey Mudd College will be the beneficiary of a charitable donation through a 25 percent reduction in debt issuance fees.

As noted in this report, the City's approval of the issuance of the debt will place no financial obligations upon the City.

The staff cost to prepare this report and administer this program is estimated at \$600 and is included in the operating budget of the Financial Services Department.

ANALYSIS

Harvey Mudd College, located in the City of Claremont, proposes to obtain tax exempt financing in an amount not to exceed \$13 million for the following:

- A. Financing and refinancing the acquisition, construction, improvement and equipping of certain educational facilities, including related administrative facilities, site improvements, and parking, located on Harvey Mudd College's main campus at 301 Platt Boulevard, including but not limited to an academic building to be located at the northeast corner of Dartmouth Avenue and Platt Boulevard; and
- B. Payment of costs of issuance and certain interest with respect to the debt.

Harvey Mudd College is a nonprofit public benefit corporation organized and existing under the laws of the State of California.

The CMFA was created on January 1, 2004 pursuant to a joint powers agreement to promote economic cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 275 municipalities have become members of CMFA, including the City of Claremont.

The CMFA was formed to assist local governments, non-profits organizations and businesses with the issuance of taxable and tax-exempt financing aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable financing experience.

The Joint Exercise of Power Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the member executing such agreement.

The bonds to be issued by the CMFA will be the sole responsibility of Harvey Mudd College, and the City will have no financial, legal, moral obligation, liability or responsibility for the repayment of the bonds. All financing documents with respect to the issuance of the bonds will contain clear disclaimers that the bonds are not an obligation of the City.

Participation by the City in the approval of this financing will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the bonds will be required.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds the following:

Council Priorities - This item does not apply to the Council Priority List.

Sustainability Plan - This item does not apply to the goals of the Sustainability Plan.

Economic Sustainability Plan - This item does not apply to the recommendations outlined in the Economic Sustainability Plan.

General Plan - This item does not apply to the General Plan.

2018-19 Budget - This item does not apply to the 2018-19 Budget.

Youth and Family Master Plan - This item does not apply to the goals and objectives in the Youth and Family Master Plan.

CEQA 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 organizational activities that will not result in a direct or indirect physical change in the environment are not CEQA projects. Moreover, under CEQA Guidelines Section 15378(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.

The adoption of a resolution authorizing the issuance of debt for the benefit of Harvey Mudd College is an organizational activity of the government, which involves fiscal activities but does not commit to any specific project; as such, this item is not a CEQA project. Even if this item were a "project," it would be exempt from environmental review under CEQA Guidelines Section 15061(b)(3)'s "general rule" that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that this item, in and of itself, will have a significant effect on the environment. On its own, this action will not result in any physical changes to the environment. Therefore, no additional environmental review is needed at this

time.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website. In addition, a legal notice was published in the Inland Valley Daily Bulletin on December 19, 2018.

Submitted by:

Adam Pirrie
Finance Director

Attachment:
Proposed Resolution

RESOLUTION NO. 2019-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY 2019 TAX EXEMPT LOAN FOR THE BENEFIT OF HARVEY MUDD COLLEGE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$13,000,000 FOR THE PURPOSE OF FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF VARIOUS EDUCATIONAL AND ADMINISTRATIVE FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO**

WHEREAS, Harvey Mudd College, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") participate in the issuance of one or more series of tax exempt loans in an aggregate principal amount not to exceed \$13,000,000 (the "Loan"), pursuant to a plan of financing, for (i) financing and refinancing the acquisition, construction, improvement and equipping of certain educational facilities, including related administrative facilities, site improvements, and parking, located on the Borrower's main campus at 301 Platt Boulevard, Claremont, California, 91711, including but not limited to an academic building to be located at the northeast corner of N. Dartmouth Avenue and Platt Boulevard (collectively, the "Project"); and (ii) payment of costs of issuance and certain interest with respect to the Loan; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Loan by the Authority must be approved by the City of Claremont, California (the "City") because the Project is or will be located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Loan under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Loan by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Loan, and now desires to approve the issuance of the Loan by the Authority;

NOW, THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby approves the issuance of the Loan by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Loan by the Authority for the purposes of: (a) Section 147(f) of the Code, by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is or will be located, in accordance with said Section 147(f), and (b) Section 4 of the Agreement.

SECTION 3. The issuance of the Loan shall be subject to approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to repayment or administration of the Loan.

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing with respect to the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary with respect to the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

SECTION 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 6. This resolution shall take effect immediately upon its adoption.


PASSED, APPROVED, AND ADOPTED this 8th day of January, 2019.

Mayor, City of Claremont

ATTEST:

City Clerk, City of Claremont

APPROVED AS TO FORM:



City Attorney, City of Claremont



Claremont City Council

Agenda Report

File #: 2688

Item No: 10.

TO: CITY COUNCIL
FROM: JOSEPH LARSEN, ACTING CITY ATTORNEY
DATE: JANUARY 8, 2019

Reviewed by:
City Manager: TS
Finance Director: AP

SUBJECT:

PUBLIC HEARING TO RECEIVE PUBLIC INPUT AND DISCUSS POTENTIAL TRANSITION FROM AT-LARGE TO DISTRICT ELECTIONS, PURSUANT TO ELECTIONS CODE 10010(A)(1) AND ADOPTION OF A RESOLUTION SETTING FORTH LEGAL CRITERIA FOR DRAWING DISTRICTS

SUMMARY

At its November 27, 2018 meeting, the City Council adopted Resolution No. 2018-67 (Attachment C) expressing its intention to move from its current at-large method of election for City Councilmembers to a by-district system, pursuant to Government Code Section 34886 and Elections Code Section 10010. This January 8, 2019 hearing is the first of five public hearings that must be held before an ordinance approving and implementing a by-district method of election can be adopted.

The transition to district elections - which has become the trend in many cities throughout California - is to ensure all voters have equal representation, greater access, and that the City's elections are as fair as possible. Further, in recent years, voter rights advocates have successfully forced cities into districting by threatening or bringing challenges under the California Voting Rights Act (CVRA)(Elec. Code §§ 14025-14032). No City has ever successfully defended itself from a CVRA lawsuit, which have cost cities millions in legal fees, only to result in an eventual transition to district elections anyway. Provided as an attachment for reference is a table showing the results of CVRA litigation (Attachment B). By voluntarily initiating the process of districting now, the City can avoid costly legal fees and maintain local control over the districting process.

The first two of the five required public hearings must be held before any draft maps are drawn and presented to the City Council. The purpose of this hearing and the hearing that will be held on January 17, 2019 is to receive public comment regarding the composition of the yet to be formed voting districts, as well as providing the City Council with the opportunity to discuss and provide its own input to the City's demographer, National Demographics Corporation (NDC). Staff recommends

that the City Council adopt the attached draft resolution setting forth the criteria to be considered when drawing districts (Attachment A).

In particular, a principal goal of this hearing to identify neighborhoods, “communities of interest,” and other local factors that should be considered or used as “building blocks” when the drawing of draft maps begins. The public is welcome to propose complete districting maps, but that is not required. This hearing will also be the public launch of the City’s online redistricting tool, a web-based tool for drawing voting districts that will be accessible to the public. Paper maps will also be provided to the public, both at City Hall and in printable PDF format on the City’s website.

RECOMMENDATION

Staff recommends that the City Council:

- A. Adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA SETTING FORTH LEGAL CRITERIA FOR DRAWING DISTRICTS;
- B. Receive public comment regarding the composition of the yet to be formed voting districts; and
- C. Appropriate an additional \$15,000 from the Operating and Environmental Emergency Reserve to fund the cost of consultant and attorney time to take the City through the process of moving to district-based elections, which is required if the City Council wishes to conduct weekend workshops.

ALTERNATIVE TO RECOMMENDATION

In addition to the recommendation there are the following alternative:

- Decline to adopt the resolution and stop the transition to district elections.

FINANCIAL REVIEW

The estimated cost of the transition to district elections, which consists of hiring a demographer (NDC) and additional City Attorney time, will be approximately \$75,000, including the four additional public workshops, which would be attended by the City’s demographer, as proposed herein. On November 27, 2018, the City Council appropriated \$60,000 for this purpose.

Staff proposes that the City Council appropriate an additional \$15,000 from the Operating and Environmental Emergency Reserve to fund the cost of additional public workshops on the weekend. Such an appropriation would reduce the balance in the reserve to \$5,533,541, representing 21.1 percent of adopted 2018-19 General Fund expenditures and transfers out. This is less than the minimum threshold of 25 percent established by the City’s Reserve Policy.

The ultimate cost of attempting to retain the City’s current at-large method of election could potentially be millions of dollars and a greater impact on the reserve balance.

ANALYSIS

Background

The CVRA was enacted in 2002 with the specific intent of eliminating several key burden of proof requirements that exist under the Federal Voting Rights Act of 1965 (FVRA). Before the enactment of the CVRA, several jurisdictions in California successfully defended themselves in litigation brought

under the FVRA. By contrast, over the relatively short history of the CVRA, and only after an initial constitutional challenge was resolved in 2006, plaintiff public agencies have paid over \$16 million to CVRA plaintiff attorneys. The City of Modesto, which challenged the CVRA's constitutionality, ultimately paid \$3 million to the plaintiffs' attorneys. The City of Palmdale, which also aggressively litigated a CVRA claim, ultimately paid \$4.5 million in attorneys' fees. More recently, in 2018, the City of Santa Clara lost a CVRA trial, and the plaintiffs are seeking over \$4 million in attorneys' fees. The City of Santa Monica also lost a CVRA trial in 2018, with its yet to be determined costs sure to be in the millions. Importantly, these figures do not include the tens of millions of dollars government agency defendants paid for their own attorneys and associated defense costs. Also important to note is that these cities - like all other CVRA defendants - ultimately ended up converting to district elections.

The City's Process for Adopting By-District Elections

Staff's recommendation and the City Council's subsequent approval of Resolution 2019-XX is not based on any admission or concession that the City would ultimately be found to have violated the CVRA; rather, the risks and costs associated with protracted CVRA litigation - particularly in light of results in all other cities that have fought to retain at-large voting - cannot be ignored. The public interest may be ultimately better served if the City converts to a by-district electoral system if converting to that system avoids a significant attorneys' fees and cost award, as well as significant sums paid to the City's own attorneys and consultants. Further, district elections are becoming the trend in California, because some experts believe district elections increase public access and result in fairer elections.

As required by Elections Code 10010, Resolution No. 2018-67 also set forth a tentative schedule for the required public hearings. As stated above, the first two hearings must be held for the purpose of receiving public comment regarding the composition of the yet to be formed voting districts. These occur before any draft maps are drawn and presented to the City Council. These hearings also give the City Council the opportunity to discuss and provide its own input to NDC. The first hearing where actual draft maps will be presented to the City Council will occur on February 4, 2019. NDC will draw these maps based on input from the City Council, the public, and compliance with all applicable law, and the City Council will also consider all legally adequate maps drawn and submitted by the public. To be considered at the City Council's February 4th hearing, a map must be submitted to the City on or before February 1, 2019.

In particular, this hearing will allow Dr. Douglas Johnson of NDC to further explain the districting process and ask that both the public and City Council provide input that identifies neighborhoods, other "communities of interest," and other local factors that should be considered or used as "building blocks" when the drawing of draft maps begins. These hearings will also be the public launch of the City's online redistricting tool, a web-based tool for drawing voting districts that will be accessible to the public. The online tool will be available as a link from the City website, along with a printable PDF map that can be submitted to the City in paper format.

While all public input concerning the composition of the City's yet to be formed voting districts will be considered, there are several mandatory criteria that the City will have to comply with when the actual districts are created:

1. Population equality across districts.
2. Race cannot be the "predominant" factor or criteria when drawing districts.
3. Compliance with the FVRA, which, among other things, prohibits districts that dilute minority

voting rights, and encourages a majority-minority district if the minority group is sufficiently large and such a district can be drawn without race being the predominant factor.

Additionally, pursuant to Elections Code section 21601 and Government Code section 34884, the City Council *may* consider the following factors when establishing districts (which are not exclusive): (a) topography, (b) geography, (c) cohesiveness, contiguity, integrity, and compactness of territory, and (d) community of interests. The City Council may also plan for future growth, consider boundaries of other political subdivisions, and consider physical and visual features, both natural and man-made. The City Council may choose to include some, all or none of these criteria, or may choose to come up with unique criteria that the City Council believes is applicable to the City. In addition, members of the community may suggest additional or alternative criteria that the City Council may want to consider.

Following the January 17, 2019 hearing, NDC will draw several proposed voting district maps, and, together with any qualified maps prepared and submitted by members of the public, present those maps to the City Council at public hearings on February 4 and 12, 2019. The City Council will have the ability to request modifications to the options presented, or a different option, as well as choose the sequencing for the transition from at-large to by-district elections.

District Election Timelines

The City Council is required to hold a total of five public hearings before a by-district electoral system can be adopted. Following input from the public and the City Council at the November 27, 2018 hearing, City staff has added four public workshops to the timeline set forth below:

November 27, 2018	Public Meeting City Council adopts resolution setting forth intention and timeline for adopting by-district elections.
Tuesday, January 8, 2019 6:30 p.m. - Council Chamber	Public Hearing No. 1 Overview of the process and city demographics. Gather input from public to be used in establishing options for district boundaries. Adopt resolution setting forth mandatory and permissive districting criteria.
Sunday, January 13, 2019 1:00 p.m. - Blaisdell Center 4:00 p.m. - Hughes Center	Public Workshop No. 1 Presentation of demographics and overview of process to draw district maps.
Thursday, January 17, 2019 6:30 p.m. - Council Chamber	Public Hearing No. 2 Second hearing to gather input from public to be used in establishing options for district boundaries.
Monday, January 28, 2019	Draft maps available for public review.
Monday, February 4, 2019 6:30 p.m. - Council Chamber	Public Hearing No. 3 Public hearing to discuss and take public comment on draft maps and proposed sequence of elections.
Saturday, February 9, 2019 11:00 a.m. –Youth Activities Center (YAC) 2:00 p.m. - Claremont Place Senior Living	Public Workshop No. 2 Public input on draft maps and proposed sequence of elections.
Tuesday, February 12, 2019 6:30 p.m. - Council Chamber	Public Hearing No. 4 Second public hearing to discuss and take public comment on draft maps and proposed sequence of elections. Public Hearing No. 5 Introduce ordinance for first reading establishing by-district elections, district boundaries and transition plan/sequence of elections.
Tuesday, February 26, 2019 6:30 p.m. - Council Chamber	Public Meeting Second reading and adoption of ordinance establishing by-district elections, district maps and transition plan/sequence of elections.

The City Council has the discretion to modify the schedule proposed above, with the understanding that the process should not take longer than ninety days.

Transition to Districts

If the City Council ultimately adopts district elections, that change would be implemented in two phases. Specifically, two district seats would be placed on the ballot in November 2020, and the remaining three seats would be placed on the ballot in November 2022. The City Council would determine which district seats are placed on the ballot in each year. Regardless of which district seats are selected for each year, the Government Code prohibits cutting short any existing terms. In other words, all City Council members elected in 2018 are entitled to continue to serve “at large” until 2022.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds the following:

Council Priorities - This item does not relate to the Council Priorities

Sustainability Plan - This item does not relate to the Sustainability Plan.

Economic Sustainability Plan - This item does relate to the Economic Sustainability Plan.

General Plan - This item does relate to the General Plan.

2018-19 Budget - This is an unbudgeted item, and therefore does not relate to the 2018-19 Budget.

Youth and Family Master Plan - This item does not relate to the Youth and Family Master Plan.

CEQA REVIEW

In accordance with the California Environmental Quality Act (CEQA), this matter is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment in accordance with Section 15061(b)(3) of the Guidelines. The proposed action, beginning the transition from at-large to by-district elections, does not result in a physical change to the environment that can be associated with the action. Therefore, CEQA does not apply, and no environmental review is needed.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted by:

Joseph Larsen
Rutan and Tucker

Reviewed by:

Tara Schultz
City Manager

Attachments:

- A - Resolution Setting Forth Criteria for Districts
- B - Table of Results of CVRA Litigation
- C - City Council Resolution 2018-67

RESOLUTION NO. 2019 -**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ADOPTING LINE DRAWING CRITERIA FOR ADJUSTING COUNCIL DISTRICT BOUNDARIES**

WHEREAS, the City of Claremont (“City”) currently elects its Councilmembers “at-large,” whereby all Councilmembers are elected by voters of the entire City; and

WHEREAS, the City Council is considering a change to the “by-district” elections whereby each Councilmember must reside within a designated district boundary, and is elected only by voters of that district; and

WHEREAS, the Federal Voting Rights Act (42 U.S.C. Section 1973) prohibits the use of any voting qualification, or prerequisite to voting, or standard practice or procedure in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color; and

WHEREAS, federal law and the equal protection clause require that each district be equal in population to ensure compliance with the “one person, one vote” rule; however, deviations approximating five to ten percent may pass muster under the equal protection clause where required to meet an official criteria; and

WHEREAS, the City Council has instructed its demographer and City staff to develop draft maps that fully comply with legal requirements and intends to provide official criteria for any needed deviations.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Claremont does hereby adopt the following criteria to guide the establishment of districts for council elections:

1. Each Council District shall contain a nearly equal number of inhabitants; and
2. Council District borders shall be drawn in a manner that complies with the Federal Voting Rights Act; and
3. Council districts shall consist of contiguous territory in as compact form as possible; and
4. Council districts shall respect communities of interest as much as possible; and
5. Council district borders shall follow visible natural and man-made geographical and topographical features as much as possible.


PASSED, APPROVED AND ADOPTED this 8th day of January, 2019.

Mayor, City of Claremont

ATTEST:

City Clerk, City of Claremont

APPROVED AS TO FORM:



City Attorney, City of Claremont

<u>City/Political Subdivision Defendant</u>	<u>Settlement Conditions</u>	<u>Attorneys' Fees</u>	<u>Notes</u>
City of Palmdale	Agreed to have voters choose elected officials by districts, including two with Latino majorities	\$4,500,000	City lost trial on the merits, held an election that plaintiffs argued was illegal, and unsuccessfully challenged an injunction stopping the City from certifying the results of that election; settlement subsequently reached
City of Modesto	Moved to District elections; voters had already approved a move to districts before settlement	\$3,000,000	Settlement; Additional \$1,700,000 to defense attorneys
Madera Unified School District; Madera County Board of Education	Moved to "by trustee area" elections via admission of liability	\$162,500	court award
City of Compton	Moved to by-district elections via ballot measure; kept mayor at large	confidential	settlement
Tulare Local Healthcare District	Agreed to hold an election re changing to district elections in 2012 and agreed to cancel 2010 elections	\$500,000	Settlement
City of Tulare	City agreed to place a ballot measure before voters regarding a move to district elections	\$225,000	Settlement
Hanford Unified School District	Agreed to move to by-trustee district elections	\$110,000	Settlement
Compton Community College District	Agreed to move to by-district elections	\$40,000	Settlement
Ceres Unified School District	Moved to by-trustee district elections before litigation was filed	\$3,000	Settlement
Cerritos Community College District	Moved to by-trustee district elections	\$55,000	Settlement

San Mateo County	County moved to by-District elections (through a ballot measure) and further agreed to redraw its previously-approved District boundaries by forming a nine-person redistricting committee	\$650,000	Settlement
City of Anaheim	Agreed to place ballot measure on November 2016 ballot re moving to by district elections	\$1,200,000	Settlement after first litigating; expected costs include at least another \$800,000
City of Highland	Placed issue on ballot, which was rejected by the voters; districts ultimately ordered by the Court, who chose Plaintiff's map	\$1,300,000	
City of Whittier	Case dismissed as moot when City changed voting system; unsuccessful post election challenge re at large mayor	\$1,000,000	Court awarded fees under catalyst theory, even though case was dismissed
Santa Clarita Community College District	Moved to by trustee voting	\$850,000	Settlement
City of Garden Grove	Moved to by district elections via stipulated judgment	\$290,000	Settlement
City of Escondido	Settled via court order (consent decree) after vote of the people failed to adopt by district elections	\$385,000	Settlement
City of Santa Clarita	Attempted move to cumulative voting method, court overruled	\$600,000	Settlement
City of Visalia	Stipulated judgment, court ordered by districts	\$125,000	Settlement
City of Santa Barbara	Agreed to move to by district; mayor remains elected at large	\$599,500	Settlement

City of Fullerton	Agreed to pay attorneys fees - negotiate in good faith; required placing measure on November 2016 ballot to move to districts	undisclosed	Settlement
City of Merced	Settled before lawsuit filed; agreed to ballot measure	\$43,000	Settlement
City of Bellflower	Agreed to place ballot measure on November 2016 ballot; measure adopted	\$250,000	Settlement
Sulphur Springs School District	Agreed to move to by district elections	\$144,000	Settlement
City of Costa Mesa	Moved to districts before lawsuit was filed	\$55,000	pre-litigation settlement
City of West Covina	Waited until after lawsuit was filed to hire demographer and voluntarily move to by district elections via ordinance	\$220,000	Settlement
Newport Mesa School District	Settled, moved to by trustee elections	\$106,000	Settlement
City of Rancho Cucamonga	Settled after litigation and voter approved move to by district elections	not yet determined; likely high six figures to millions	settlement
City of Santa Clara	Lost at trial court	not yet determined; millions	ongoing
City of Santa Monica	Lost at trial court	not yet determined; millions	ongoing
City of San Marcos	Moved to districts within safe harbor, before lawsuit could be filed	\$0 (does not include \$30,000 capped reimbursement)	transitioned to districts before lawsuit could be filed
City of Carlsbad	Moved to districts within safe harbor, before lawsuit could be filed	\$0 (does not include \$30,000 capped reimbursement)	transitioned to districts before lawsuit could be filed
City of Poway	Moved to districts within safe harbor, before lawsuit could be filed	\$0 (does not include \$30,000 capped reimbursement)	transitioned to districts before lawsuit could be filed
City of Duarte	Moved to districts within safe harbor, before lawsuit could be filed	\$0 (does not include \$30,000 capped reimbursement)	transitioned to districts before lawsuit could be filed

City of Lake Forest	Moved to districts within safe harbor, before lawsuit could be filed	\$0 (does not include \$30,000 capped reimbursement)	transitioned to districts before lawsuit could be filed
City of Torrance	Moved to districts within safe harbor, before lawsuit could be filed	\$0 (does not include \$30,000 capped reimbursement)	transitioned to districts before lawsuit could be filed
City of Encinitas	Moved to districts within safe harbor, before lawsuit could be filed	\$0 (does not include \$30,000 capped reimbursement)	transitioned to districts before lawsuit could be filed
City of Solana Beach	Moved to districts within safe harbor, before lawsuit could be filed	\$0 (does not include \$30,000 capped reimbursement)	transitioned to districts before lawsuit could be filed
City of Dana Point	Moved to districts within safe harbor, before lawsuit could be filed	\$0 (does not include \$30,000 capped reimbursement)	transitioned to districts before lawsuit could be filed
City of Twentynine Palms	Moved to districts within safe harbor, before lawsuit could be filed	\$0 (does not include \$30,000 capped reimbursement)	transitioned to districts before lawsuit could be filed
TOTAL PAYMENTS TO PLAINTIFFS' ATTORNEYS			\$16,413,000

RESOLUTION NO. 2018-67**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, EXPRESSING THE CITY COUNCIL'S INTENTION, PURSUANT TO ELECTIONS CODE SECTION 10010(e)(3)(A), TO INITIATE PROCEDURES FOR ESTABLISHING AND IMPLEMENTING BY-DISTRICT ELECTIONS FOR CITY COUNCIL MEMBERS**

WHEREAS, the City of Claremont, California ("City") is a general law city, duly organized under the constitution and laws of the State of California; and

WHEREAS, the members of the Claremont City Council are currently elected in at-large elections, in which each City Council member is elected by all registered voters of the entire City; and

WHEREAS, Section 34886 of the Government Code authorizes any city to change to a by-district system or by-district system with an elective mayor without the need to put such a change to voters; and

WHEREAS, the City Council has determined that it is in the best interest of the City to move from its current at-large electoral system to a by-district election for members of the City Council, in response to the provisions of the California Voting Rights Act; and

WHEREAS, the City intends to make this transition from an at-large system to a by-district system in accordance with the procedural rules outlined in Government Code Section 34886 and Elections Code 10010; and

WHEREAS, the City will begin by working with an experienced demographer to assist the City in establishing maps for a by-district electoral system; and

WHEREAS, before drawing a draft map of the proposed boundaries of the districts, the City will hold at least two (2) public hearings over no more than thirty (30) days, at which time the public is invited to provide input regarding the composition of the districts; and

WHEREAS, the City will then publish and make available for release at least one (1) draft map of the new electoral districts, including the potential sequence of elections shown; and

WHEREAS, once the draft map(s) have been publicized for at least seven (7) days, the City will hold at least two (2) additional public hearings, over no more than forty-five (45) days, at which time the public is invited to provide input regarding the content of the draft map and the proposed sequence of elections prior to the public hearing at which the City Council adopts a map; and

WHEREAS, if a draft map is revised at or following a public hearing, the revised map will be published and made available to the public at least seven (7) days before the City chooses to adopt it; and

WHEREAS, in determining the final sequence of staggered district elections, the City Council will give special consideration to the purposes of the CVRA, and will take in to account the preferences expressed by the members of the districts; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Claremont, California as follows:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby resolves, pursuant to Elections Code section 10010, to adopt a by-district election system by ordinance as authorized by California Government Code section 34886, for use in the City's General Municipal Election for City Council Members.

SECTION 3. The City Council further resolves to retain a qualified demographer, hold at least five (5) public hearings and publish at least one (1) draft map and staggering sequence, pursuant to the tentative, proposed hearing schedule attached hereto as Exhibit "1".

SECTION 4. The city's redistricting/demographic consulting firm, acting under the supervision of the City Manager, is hereby authorized to direct and formulate one or more electoral district scenarios for review by the public and City Council at two or more public hearings if necessary, in accordance with the City's proposed timeline.

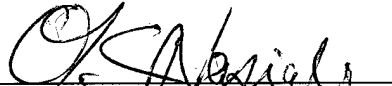
SECTION 5. Working with the demographic consulting firm, staff is directed to publicize relevant maps, information, notices, agendas and other materials regarding by-district elections and to establish means of communication to answer questions from the public.

SECTION 6. All public hearings shall be noticed on the City's website, and in addition, as follows: posting on the City's website at least ten (10) calendar days in advance of the hearing and publication at least ten (10) days in advance of the hearing in the newspaper adjudicated to provide notice within the City.

SECTION 7. The City Manager is authorized to take any and all other necessary actions to give effect to this Resolution.


SECTION 8. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED on this 27th day of November 2018.




Mayor, City of Claremont

ATTEST:



City Clerk, City of Claremont

APPROVED AS TO FORM:



City Attorney, City of Claremont

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF CLAREMONT)

I, Shelley Desautels, City Clerk of the City of Claremont, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 2018-67 was regularly adopted by the City Council of said City of Claremont at a regular meeting of said Council held on the 27th day of November, 2018, by the following vote:

AYES:	COUNCILMEMBERS:	CALAYCAY, LYONS, NASIALI, SCHROEDER
NOES:	COUNCILMEMBERS:	NONE
ABSTENSIONS:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	PEDROZA

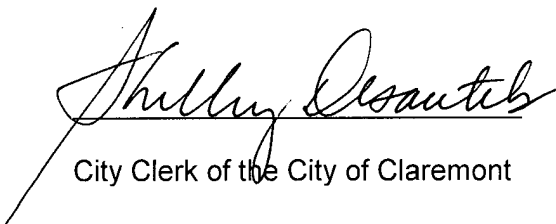

City Clerk of the City of Claremont

Exhibit "1"

District Election Timeline

November 27, 2018	Public Meeting City Council adopts resolution setting forth intention and timeline for adopting by-district elections.
January 8, 2019	Public Hearing No. 1 Overview of the process and city demographics. Gather input from public to be used in establishing options for district boundaries. Adopt resolution setting forth mandatory and permissive districting criteria.
January 17, 2019	Public Hearing No. 2 Second hearing to gather input from public to be used in establishing options for district boundaries.
Minimum 7 days before third public hearing	Draft maps available for public review.
February 4, 2019	Public Hearing No. 3 Public hearing to discuss and take public comment on draft maps and proposed sequence of elections.
February 12, 2019	Public Hearing No. 4 Second public hearing to discuss and take public comment on draft maps and proposed sequence of elections. Public Hearing No. 5 Introduce ordinance for first reading establishing by-district elections, district boundaries and transition plan/sequence of elections.
February 26, 2019	Public Meeting Second reading and adoption of ordinance establishing by-district elections, district maps and transition plan/sequence of elections.



Claremont City Council

Agenda Report

File #: 2683

Item No: 11.

TO: TARA SCHULTZ, CITY MANAGER

FROM: CHRISTOPHER M. PAULSON, COMMUNITY SERVICES DIRECTOR

DATE: JANUARY 8, 2019

Reviewed by:

City Manager: TS

Finance Director: AP

SUBJECT:

FEE SCHEDULE FOR TRASH ENCLOSURE CLEANING AND BOARD UP SERVICES

SUMMARY

The City of Claremont charges fees for services provided by the City's operating departments to recover costs. The City proposes establishing two new fees: 1) board up services and 2) trash enclosure cleaning services.

Board up services are periodically provided by City staff to secure damaged or vandalized private properties. These services are provided at the request of the Claremont Police Department and the private property owner. Establishing a fee for board up services will allow the City to recover costs associated with staff time and materials.

The City also proposes establishing a new fee for trash enclosure cleaning services. Sanitation and Community Improvement staff are actively working with several Village merchants to address trash enclosure cleanliness. Broken bags and spilled trash can require professional cleaning to sanitize enclosures and recover the water used during the cleaning process. Staff proposes establishing a trash enclosure cleaning fee, allowing the City to recover its cost for coordinating and contracting for these services.

RECOMMENDATION

Staff recommends that the City Council:

- A. Adopt a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ADOPTING A NEW SCHEDULE OF FEES FOR BOARD UP SERVICES; and
- B. Adopt a RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ADOPTING A NEW SCHEDULE OF FEES FOR REFUSE ENCLOSURE CLEANING SERVICES.

ALTERNATIVES TO RECOMMENDATION

In addition to the recommendation, there are the following alternatives:

- A. Request additional information from staff.
- B. Reject the proposed trash enclosure cleaning fee.
- C. Reject the proposed board up fee.
- D. Reject the proposed trash enclosure cleaning and board up fees.

FINANCIAL REVIEW

Staff proposes establishing a \$300 fee for residential board up services and a \$400 fee for commercial board up services. The higher fee for commercial properties is based upon anticipated staff time and materials to address commercial locations. Typically, commercial windows and doors are larger than those found in private residences. Therefore, board ups often take more staff time and plywood to secure the properties. The implementation of this new fee would allow the City to recover costs for services that previously had not been paid for.

The City also proposes to provide trash enclosure cleaning services utilizing a preferred contractor at contract pricing. The City's street sweeping contractor, Nationwide Environmental Services, has quoted \$150 per trash enclosure cleaning. The City proposes to establish the cleaning fee based upon the current contract cost plus a ten percent administrative fee to coordinate services. Based upon the current contract amount, the fee would be \$165 per cleaning. Establishing this fee would allow the Sanitation Division to fully recover costs associated with the cleaning program.

Actual participation projections are unclear as the program is new and demand is unknown. Staff recommends entering into an agreement with Nationwide Environmental Services for an amount not to exceed \$12,000 annually. This would allow for up to 76 special enclosure cleanings per year, which staff anticipates will be sufficient to meet current demand. Nationwide will only be compensated for cleanings approved by the City for which the City receives reimbursement from the property owner. Therefore, increased revenues will be proportionate to any increased expenditures.

The staff cost to prepare this report is estimated at \$821 and is included in the operating budget of the Community Services Department.

ANALYSIS

Proposed Board Up Fees

Periodically the Claremont Police Department requests that the City's maintenance staff provide board up services. This service is typically requested to secure damaged or vandalized private property. The Police Department always makes attempts to contact private property owners prior to requesting the service. When the private property owner is available, they are given the option to utilize the City's service, hire a private company, or perform the work themselves. The need for board up services typically follows an unexpected and often difficult event. Offering convenient services available through the City is typically appreciated by property owners.

The City does not currently have a fee to offset the costs associated with this service. Board up requests often come during non-business hours and require response by on-call maintenance staff. When developing the recommended fees, staff considered typical response times, overtime rates,

and material costs for both residential and commercial services.

The proposed fee for residential board up services is \$300 and \$400 for commercial services. Commercial properties generally have larger windows and doors than those found in residential properties and require more labor and material to board up. The recommended fees are intended to fully cover the cost to provide the service.

Proposed Trash Enclosure Cleaning Fees

The City is committed to working collaboratively with local merchants to keep the Village an attractive place to visit, dine, and shop. The Sanitation Division proposes an as-needed trash enclosure cleaning program.

The City's street sweeping contractor, Nationwide Environmental Services, will remove non-hazardous trash and debris, power wash the enclosures, and recover all the water and debris utilizing the street sweeper. The City's street sweeping contractor use sweepers approved for water recovery operations. The City solicited three quotes for trash enclosure cleaning services and found that Nationwide Environmental Services is the lowest respondent at a cost of \$150 per cleaning.

It is mandated by State law that any chemicals and water used to clean trash enclosures must include a water recovery operation. Local businesses are not equipped to perform this type of service. To use an outside contractor for this type of cleaning, the cost to the local business would be over \$600. The City's contractor is able to perform the work for significantly less because they are already working in the City. Customers may request that the Sanitation Division arrange for supplemental cleaning services at any time by contacting the Community Services Department. The customer responsible for the enclosure would be billed the contract cost (currently \$150) plus a ten percent administrative fee.

Sanitation staff has spoken with several business owners about the proposed fee and has received great enthusiasm and support. Business owners have commented that the fee would be substantially lower than quotes they have received for private pressure washing services. Based upon this preliminary feedback, staff believes the program will provide a cost effective and convenient means for businesses to maintain their trash enclosures.

Occasionally, unkept enclosures may become a health and safety concern that is handled through the City's Community Improvement Division. If Community Improvement staff identify an enclosure that does not meet standards, a letter would be sent to the responsible business/property owner advising that the enclosure needs to be brought up to standards. The letter would define the acceptable standard as "free of waste, rubbish, dirt, spills, and other materials, leaving the enclosure in a sanitary manner that does not create a nuisance or discharge to the storm drain." The letter would include a deadline, after which the enclosure would be re-inspected. Property owners would be informed that they may contract for services through the City at a cost of \$165 or contract with a separate company to perform the cleaning.

The letter will detail requirements regarding recapturing any water used to clean the enclosure to prevent an illicit discharge of contaminated water into the storm drain system. A brochure regarding stormwater pollution prevention specifically designed for restaurants will also be included for more information (Attachment C). If the health and safety concerns are not addressed by the deadline, Community Improvement may refer the issue to the Sanitation Division to coordinate cleaning services. Cleaning services would be billed to the customer responsible for the enclosure at the

current contract price.

Next Steps

If approved, the new fees will be effective January 9, 2019. The proposed fees will be incorporated into the City's comprehensive user fee schedule, which will be brought back before the City Council annually as part of the budget adoption process.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds the following:

Council Priorities- This item addresses the City Council priority on Financial Sustainability.

Sustainability Plan - This item relates to the sustainability plan goal to reduce, reuse and recycle.

Economic Sustainability Plan - This item relates to the statement of City Council values of economic sustainability.

General Plan - The item applies to measure I-55 of the General Plan, to provide solid waste and recycling services.

2018-19 Budget - This item meets the following Public Safety, Community Services and Community Development Work Plan Goals:

PS-10: Initiate proactive crime suppression and prevention strategies throughout the community;

CS-15: Provide an environmentally responsive solid waste and recycling program; and

CD-12: Ensure the City's compliance with the Municipal Separate Stormwater Sewer System (MS4) Permit for the Los Angeles Region and Santa Ana River Watersheds.

Youth and Family Master Plan - This item does not relate to the goals in the Youth and Family Master Plan.

CEQA REVIEW

This item is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a "project" as defined in Section 15378). CEQA Guidelines Section 15378(b)(2), (4), and (5) excludes "[c]ontinuing administrative or maintenance activities," "[t]he creation of government funding mechanisms or other 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," and "[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment" from its definition of "project."

Even if this item were subject to CEQA, it is statutorily exempt pursuant to CEQA Guidelines Section 15273(a)(1), (2), and (4). Per this exemption, CEQA does not apply to the establishment,

modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges that are imposed for certain purposes, such as meeting operating expenses, purchasing supplies and equipment, or funding capital projects that are necessary to maintain service within existing service areas. Therefore, no additional environmental review is necessary at this time.

Even if this item were not statutorily exempt, it would be categorically exempt under CEQA Guidelines Section 15301 (“Existing Facilities” - Class 1) because it consists of the operation, repair, maintenance, permitting leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. Therefore, no additional review is needed at this time.

COMMITTEE/COMMISSION REVIEW

At its October 22, 2018 meeting, the Parks, Hillside, and Utilities Committee unanimously approved the proposed trash enclosure cleaning fee. The Parks, Hillside, and Utilities Committee requested letters to property owners include a clear description of the condition that meets health and safety standards, as well as language detailing water recapture requirements to prevent illicit discharges. The excerpt from the meeting minutes is attached (Attachment D).

At its November 7, 2018 meeting, the Community and Human Services Commission unanimously approved the trash enclosure cleaning fee. The proposed fee for board up services was not available or presented at this time. The excerpt from the meeting minutes is attached (Attachment E).

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, the Claremont Library, and on the City website.

Submitted by:

Christopher M. Paulson
Community Services Director

Prepared by:

Kristin Mikula
Community Services Manager

Attachments:

- A - Resolution Adopting Schedule of Fees for Board Up Services
- B - Resolution Adopting Schedule of Fees for Trash Enclosure Cleaning Services
- C - Stormwater Pollution Prevention Brochure
- D - Excerpt from the 10-22-18 Parks, Hillside, and Utilities Committee Meeting
- E - Excerpt from the 11-7-18 Community and Human Services Commission Meeting

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ADOPTING A NEW SCHEDULE OF FEES FOR BOARD UP SERVICES

WHEREAS, the City of Claremont (the "City") periodically provides board up services to secure damaged or vandalized private properties at the request of the Claremont Police Department and the private homeowner or business owner; and

WHEREAS, the fees established by this Resolution are intended to recover costs incurred by the City; and

WHEREAS, City staff analyzed the cost of providing the board up service and the fees proposed in this Resolution do not exceed the estimated cost of providing the board up service for which the fees are charged; and

WHEREAS, a duly noticed public hearing on the proposed fee schedule for board up services was held by the City Council on January 8, 2019; and

WHEREAS, at the public hearing the City Council considered the staff report and all public input and testimony received.

NOW THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:

SECTION 1. Fees for board up services shall be set at \$300 for residential properties and \$400 for commercial properties (the "Fees").

SECTION 2. The Fees are hereby approved and shall take effect immediately.

SECTION 3. The City Council finds and determines the Fees do not exceed the cost to the City associated with providing the board up service.

SECTION 4. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 8th day of January, 2019.

Mayor, City of Claremont

ATTEST:

City Clerk, City of Claremont

APPROVED AS TO FORM:



City Attorney, City of Claremont

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ADOPTING A NEW SCHEDULE OF FEES FOR REFUSE ENCLOSURE CLEANING SERVICES

WHEREAS, the City of Claremont (the "City") provides refuse and recycling collection and related services to Claremont residents and businesses; and

WHEREAS, the City's Code Enforcement and Sanitation Divisions actively work with private property owners to ensure privately owned trash enclosures are properly maintained; and

WHEREAS, unkept enclosures may cause health and safety concerns; and

WHEREAS, properly maintained enclosures contribute to the City's goals regarding stormwater pollution prevention; and

WHEREAS, it is in the public's interest to ensure that privately owned trash enclosures are maintained in a sanitary manner; and

WHEREAS, in order to meet these goals and interests, the City proposes to provide as-needed refuse enclosure cleaning services to City businesses; and

WHEREAS, the fee established by this Resolution recovers costs incurred by the City for refuse enclosure cleaning; and

WHEREAS, City staff analyzed the cost of providing the refuse enclosure cleaning services and the fee proposed in this Resolution does not exceed the estimated cost of providing service for which the fee is charged; and

WHEREAS, a duly noticed public hearing on the proposed fee schedule for refuse enclosure cleaning services was held by the City Council on January 8, 2019; and

WHEREAS, at the public hearing the City Council considered the staff report and all public input and testimony received.

NOW THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:

SECTION 1. The Fee for trash enclosure cleaning shall be set at \$165 per enclosure per cleaning.

SECTION 2. The Fee is hereby approved and shall take effect immediately.

SECTION 3. The City Council finds and determines the Fee does not exceed the cost to the City associated with providing the refuse enclosure cleaning service.

SECTION 4. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.


PASSED, APPROVED, AND ADOPTED this 8th day of January, 2019.

Mayor, City of Claremont

ATTEST:

City Clerk, City of Claremont

APPROVED AS TO FORM:



City Attorney, City of Claremont

Preventing Releases to the Storm Drain

- No restaurant wastewater or waste may be discharged to the storm drain.
- Be prepared for any spill or discharge.
- Know in advance what you are handling and what to do if a spill occurs.
- Make sure staff are properly trained.
- Act immediately, using known and safe procedures and try to contain any spilled material on-site.
- Remove food waste, rubbish and other materials from parking lot areas in a sanitary manner that does not create a nuisance or discharge to storm drain.

Before you allow anything to go into the gutter or storm drain, stop and think...storm drains do not go to the sewer, they flow directly into channels and creeks and to the ocean.



Report Sewage Spills and

Discharges that are not contained to your site to the

City of Claremont

(909) 399-5431

7 am -6 pm Mon-Thurs

Weekends, Holidays and After hours report spills to City of Claremont

Police Department

(909) 399-5411

For more information about storm drain protection or additional brochures visit www.ci.claremont.ca.us

City of Claremont



207 Harvard Avenue, Claremont, CA, 91711

Storm Water Pollution Prevention



Best Management Practices for Restaurants Grocery Stores Bakeries

ATTACHMENT C

For additional information, contact the City of Claremont at (909) 399-5389 or email: stormwater@ci.claremont.ca.us

Mr. Roger said that the police would respond.

Commissioner Bekzadian-Avila asked if the City could put up a camera.

Mr. Roger said that we could check on the cost and who would monitor it.

Commissioner Brower mentioned some errors in the proposed signs.

Mr. Roger said we will have those items fixed before the Commission meeting.

Commissioner Bekzadian-Avila invited public comment.

Eileen Prendergast, Vice President of the Friends of the Pooch Park, said she has been going to the park almost every day for almost twelve years and knows about dogs. She talked about aggressive dogs and how their owners respond.

Ms. Prendergast said that the Friends have posted signs about aggressive dogs. She also suggested having an educational event periodically so that people that use the park are made to be familiar with the characteristics of dogs, how dogs will behave, signals dogs give out, etc.

Ms. Prendergast talked about how past incidents have been handled.

Ms. Prendergast answered a few questions from the Commissioners.

Commissioner Munson moved that the Parks, Hillside, and Utilities Committee approve the installation of the proposed shorter version of the warning signage at the Pooch Park with the corrections noted and forward to the Community and Human Services Commission for further review, seconded by Commissioner Brower, and carried on a vote as follows:

AYES:	Commissioners Bekzadian-Avila, Brower, and Munson
NOES:	None
ABSENT:	None

1. Trash Enclosure Cleaning Fee

Manager Mikula presented the report.

Commissioner Bekzadian-Avila asked what happens if a business owner refuses to pay for the services performed.

Manager Mikula said there is a process already in place to collect on services performed.

Commissioner Brower asked out of the 20 enclosures in the Village how many are not taking care of their trash enclosure area.

Manager Mikula said that there are currently about four that have reoccurring issues.

Commissioner Brower asked if the businesses in the Village will be given something in writing with the standards that the City is requiring.

Ms. Mikula said staff can put something together before this item goes to the Commission.

Commissioner Munson asked about who is going to check the areas and how frequently will they be checked.

Manager Mikula said that sanitation staff who service the bins will monitor the enclosures and let staff know if there is a problem.

Commissioner Munson asked how frequently do you feel the businesses will need the special cleanings.

Manager Mikula said as long as the bins are properly loaded, probably not very often.

Manager Mikula answered other questions and concerns from the Committee. She said that information can be put into the letter on stormwater recovery.

Commissioner Bekzadian-Avila invited public comment. There were no requests to speak.

Commissioner Munson moved that the Parks, Hillside, and Utilities Committee recommend that the Community and Human Services Commission approve the proposed trash enclosure cleaning fee at the contract cost (currently \$150) plus a 10 percent administrative fee and that staff includes information in the letter to the business owners about the City's cleaning standards and stormwater recovery, seconded by Commissioner Brower, and carried on a vote as follows:

AYES:	Commissioners Bekzadian-Avila, Brower, and Munson
NOES:	None
ABSENT:	None

ADJOURNMENT

The meeting adjourned at 6:39 p.m.

Angela Bekzadian-Avila
Chair

ATTEST:

Michele Gonzales
Recording Secretary

Community and Human Services Commission Meeting Minutes

November 7, 2018

Page 2

PUBLIC COMMENT

Amy Crow, Manager of the Claremont Library, announced that the Claremont Library will be reopening on Monday, November 26 and the Express Library at the Hughes Center will be closing on November 17.

* * * *

CONSENT CALENDAR

1. Claremont Community and Human Services Commission Meeting Minutes of October 3, 2018
Recommendation: Staff recommends that the Community and Human Services Commission approve and file the Community and Human Services Commission meeting minutes of October 3, 2018.
2. Committee Meeting Minutes
Recommendation: Staff recommends that the Community and Human Services Commission receive and file the various Committee meeting minutes.
3. Request for Removal of Two California Coast Live Oak Trees at 2424 San Diego Court
Recommendation: Staff recommends that the Community and Human Services Commission approve staff to look into treating the two trees at 2424 San Diego Court next spring and postpone the decision of removal.
4. Request for Removal of a Canary Island Pine Tree at 207 Eagle Grove Avenue
Recommendation: Staff recommends that the Community and Human Services Commission deny the request for removal of the pine tree at 207 Eagle Grove Avenue.
5. Petition to Trim Pine Trees on Kemper Avenue and Lawrence Circle
Recommendation: Staff recommends that the Community and Human Services Commission approve the trimming of five pine trees at 2117, 2205, 2250, 2253, and 2261 Kemper Avenue and the remaining trees to be trimmed with the next grid cycle.
6. Request for Removal of Two Canary Island Pine Trees at 2233 Kemper Avenue
Recommendation: Staff recommends that the Community and Human Services Commission deny the request for removal of the two Canary Island Pine trees at 2233 Kemper Avenue.
7. Proposed Pooch Park Sign
Recommendation: Staff recommends that the Community and Human Services Commission approve the installation of warning signage at the Pooch Park.

8. Trash Enclosure Cleaning Fee

Recommendation: Staff recommends that the Community and Human Services Commission approve the proposed trash enclosure cleaning fee at the contract cost (currently \$150) plus a 10 percent administrative fee.

9. Appointments to the Committee on Human Relations (COHR)

Recommendation: The Community and Human Services Commission Ad Hoc Selection Committee recommends that the Community and Human Services Commission make the following appointments to the Committee on Human Relations (CoHR):

- Laura Mulroy, appointment to serve a four-year term (2018-2022)
- Chris Naticchia appointment to serve a four-year term (2018-2022)

Chair Kane invited public comment.

Melanie Barbee spoke on Item #6. She said she has been corresponding with the City since 2000 regarding the Pine trees. She said they did have a neighborhood meeting in 2006 and they were told that the trees would be replaced with the Chinese Pistache. She said they waited for years for their phase to occur and when it didn't happen, she talked with Mr. Roger and in February she received a letter that read there was no longer a tree replacement program and that there was a survey done in the neighborhood. She said that there was no such survey in their neighborhood.

Ms. Barbee said she is here to ask for what she was promised. She said they have had two large limbs fall recently and we are very fortunate that the branches didn't fall on someone.

Ms. Barbee said that in 2006 were told that they were getting these trees and that is all we are asking for.

Gregory Barbee said that he wanted to address three issues as to why their request should be granted:

1. The staff recommendation is flawed.
2. The cost of this should be considered.
3. The legal issue of the cancellation of this program without notice to the neighborhood.

Mr. Barbee said that in the staff recommendations two bases are given for denial. He said one is the nuisance caused by the leaves, needles, or hardscape damage and that is not justification for removal. He said that is not why we are asking for these trees be removed. He said these trees are elderly trees and have not been trimmed according to the City's guidelines; we have had two limbs drop from the south tree. Mr. Barbee referred the exhibits that were emailed to the Commission. He said Exhibit #10 are photos from the October limb drop. He said it was a substantial limb and it blocked half of the street. He said it could have caused substantial harm.

He said second is the value of the trees out weighs the cost of repairs of hardscape. He said that this was not an argument raised by them.

Mr. Barbee said a consideration that was not put into the recommendation, which is required, is the safety of the property owner and general public would be considered, as stated in the *Tree Policies and Guidelines Manual*. He said no where in the recommendation do you see that.

Mr. Barbee said the arborist and the Tree Committee walked our neighborhood and said the trees looked in good health. This analysis was done before the October limb drop, which in fact showed that there was a problem with the weight and heaviness at the top of the south tree.

Mr. Barbee reviewed the costs associated with the removal and replacement of the trees. The removal of the trees would be \$1,100 and the replacement of \$860, the staff cost to prepare the flawed report \$1,640, in addition the City has spent \$2,750 to repair hardscape damage, plus the cost to take care of the downed limbs, and other costs for repairs. The cost for removal and replacement would be \$1,960 and no other additional fees.

Mr. Barbee said in the Tree Policies Manual just to institute a tree replacement program you need a noticed workshop which was done but there was no notice given when this was cancelled and that violates due process.

Commissioner Leano pulled Item # 6 from the Consent Calendar.

Commissioner Munson moved to approve the remaining items on the Consent Calendar as presented, seconded by Commissioner Forester, and carried on a vote as follows:

AYES: Commissioners Bekzadian-Avila, Brower, Forester, Kane, Leano, Munson, and Scott Toux
NOES: None
ABSENT: None

Commissioner Leano asked since the trees were inspected before the last Tree Committee meeting has there been any change to the staff analysis to the health of the trees.

Mr. Roger said that staff has not changed their opinion on the health of the trees. He said that staff added into the agenda packet the survey that was done by the arborist doing the tree inventory. In the inventory, it shows that all the Pine trees on Kemper Avenue and Lawrence Circle were in good condition and could wait for routine trimming. Mr. Roger said that the inventory was done in March 2017.

Commissioner Leano asked if staff found any more evidence of when the repeal of the mitigation happened.

Mr. Roger said what he has been able to put together was at that at the same time Council and staff were dealing with the Shenandoah mitigation, the Shenandoah neighborhood was against the phasing out of those trees. At the Council meeting where this mitigation was



Claremont City Council

Agenda Report

File #: 2676

Item No: 12.

TO: TARA SCHULTZ, CITY MANAGER

FROM: CHRISTOPHER M. PAULSON, COMMUNITY SERVICES DIRECTOR

DATE: JANUARY 8, 2019

Reviewed by:

City Manager: TS

Finance Director: AP

SUBJECT:

REQUEST FOR REMOVAL OF TWO CANARY ISLAND PINE TREES AT 2233 KEMPER AVENUE

SUMMARY

The property owners at 2233 Kemper Avenue requested the removal of two City-owned Canary Island Pine trees, located on their property within the City right-of-way. The original request for removal (Attachment A) cites the following reasons for removal: hardscape damage, dropping of needles, and potential limb failure. On November 7, 2018, the Community and Human Services Commission denied the request for the tree removal.

The appeal of the Community and Human Services Commission's decision (Attachment B) contends that the Community and Human Services Commission and City staff failed to take in to account mandatory considerations, the previous phased tree removal and replacement program, and the full magnitude of the cost of keeping the Kemper Avenue Pine trees.

RECOMMENDATION

Staff recommends that the City Council uphold the Community and Human Services Commission recommendation to deny the request for removal of the two Canary Island Pine trees at 2233 Kemper Avenue.

ALTERNATIVES TO RECOMMENDATION

In addition to the recommendation, there are the following alternatives:

- A. Refer the matter back to staff for additional information.
- B. Approve the removal and replacement of the two trees.

FINANCIAL REVIEW

Should the City Council approve the request to remove the trees, the cost for removal would be \$1,100 and replacement with four trees per the *Tree Policies and Guidelines Manual* would be \$860, for a total cost of \$1,960.

The staff cost to address this request is estimated at \$2,369 and is included in the operating budget of the Community Services Department.

ANALYSIS

The property owners of 2233 Kemper Avenue requested the removal of two City-owned Canary Island Pine trees from the City right-of-way. This item came before the Tree Committee at its July 18, 2018 meeting, where the property owner presented additional information to the Tree Committee. The Tree Committee deferred making a recommendation to allow time to review the additional information. The additional information included past staff reports and correspondence from the City regarding the pine trees on Kemper Avenue and hardscape damage. At its October 17, 2018 meeting, the Tree Committee recommended to the full Commission denial of the request. The Community and Human Services Commission, at its November 7, 2018 meeting, also denied the request for removal.

The City Arborist has evaluated the two City-owned trees at 2233 Kemper Avenue and found that the trees are both in good health. The southerly tree has a trunk diameter of 27-inches and an appraised value of \$14,740, and the northerly tree has a 22-inch diameter with a value of \$9,110. Photos of the trees are attached (Attachment C).

There is evidence of hardscape repair of both the curb and sidewalk. The southerly tree dropped two limbs in the past six months. The first was most likely due to the summer limb drop phenomena. The second limb was twisted off by a rare northerly wind on October 15, 2018. The sidewalk, curb and gutter were repaired in the past. Currently, there is some lifting of the drive approach by the northerly tree. However, staff recommends denial of the request to remove one or both of the trees for two reasons: 1) per the *Tree Policies and Guidelines Manual*, the nuisance caused by leaves, needles, or hardscape damage is not justification for removing a tree; and 2) the value of the trees outweighs the cost of repairing the hardscape.

In 2003, the City proposed a removal and replacement program for the Kemper Avenue Canary Island Pine trees because of continued hardscape damage. A survey of the Kemper Avenue neighborhood took place in 2003 regarding the trees. There were thirteen households that wanted all the trees removed at one time, ten households that wanted a three phased approach, and ten households that wanted them removed only if the hardscape could not be repaired without removing the tree. Staff proposed to remove fourteen trees where damage could not be repaired without removing the tree. This was considered phase one and it was completed in 2004. In 2008 the City Council directed staff to discontinue the practice of removing trees without evaluating them on an individual basis. In January 2015, the City Council approved a revised *Tree Policies and Guidelines Manual* that clearly states that “hardscape damage is not justification for removing a tree”.

Staff and the Tree Committee did determine that the trees were not hazardous during field inspections. It is common for most trees to drop limbs during the life of a tree. Trees develop what is

called reaction wood to various stress such as a prevailing wind. When wind changes direction or is whirling from a storm it can tear a limb off of a tree. This does not mean that the tree is hazardous. The first phase of removal of trees on Kemper occurred not because the trees were found to be hazardous, rather that repairing the hardscape damage involved the removal of sufficient tree roots and the stability of the tree could be jeopardized.

Lastly, staff did not present the Commission with the potential cost of repairing the hardscape on Kemper Avenue since the *Tree Policies and Guidelines Manual* clearly states that hardscape damage is not justification for tree removal. Additionally, staff is looking at alternative methods of protecting paving from damage from trees and it would be difficult to estimate the cost until these methods are implemented. These methods include installing a steel plate that blocks root growth and installing a root barrier fabric to redirect the roots.

Accordingly, staff recommends that the City Council uphold the Community and Human Services Commission's recommendation to deny the request.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds the following:

Council Priorities - This item addresses the Council Priority - Long Term Management of the Urban Forest

Sustainability Plan - This item complies with the goals of Sustainability Plan 5.4 to reserve the urban forest.

Economic Sustainability Plan - This item does not relate to the recommendations outlined in the Economic Sustainability Plan.

General Plan - This item addresses Measure I-24 and III-31 relating to the City's Urban Forest Management Program of the General Plan and furthers the goal maintenance of the urban forest.

2018-19 Budget - This item meets the Community Services Department Work Plan Goal CS-12: Preserve and maintain a healthy urban forest that will improve the environment and provide overall beauty to the community.

Youth and Family Master Plan - This item does not relate to the objectives in the Youth and Family Master Plan.

COMMISSION/COMMITTEE REVIEW

At its July 18, 2018 meeting, the Tree Committee unanimously voted to postpone the decision of removing the two Canary Island Pine trees at 2233 Kemper Avenue to a future meeting, based on information that the petitioner presented to the Committee that evening. The excerpt from the meeting minutes is attached (Attachment D).

At its October 17, 2018 meeting, the Tree Committee unanimously voted to deny the request for the removal of the two Canary Island Pine trees at 2233 Kemper Avenue. The excerpt from the meeting minutes is attached (Attachment E).

At its November 7, 2018 meeting, the Community and Human Services Commission unanimously voted to deny the request for the removal of the two Canary Island Pine trees at 2233 Kemper Avenue. The excerpt from the meeting minutes is attached (Attachment F).

CEQA REVIEW

In accordance with the California Environmental Quality Act, the removal and replacement of the trees is categorically exempt pursuant to Section 15301 of the CEQA guidelines. This Class 1 exemption allows for the maintenance of topographical features with negligible or no expansion. Additionally, none of the exceptions to the categorical exemptions set forth in State CEQA Guideline Section 15300.2 applies to the proposed project because the proposed project (1) is not located in a uniquely sensitive environment, (2) is not located within a highway officially designated as a state scenic highway, (3) is not located on a hazardous waste site, (4) would not have a cumulative impact. Therefore, no further environmental review is required.

Additionally, pursuant to Section 15061(b)(3), CEQA does not apply to this item because there is no potential for causing a significant effect on the environment. The removal of dead, diseased or hazardous trees which will be replaced with healthy trees will not have a significant effect on the environment because the action will not result in or lead to a physical change in Claremont.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted by:

Christopher M. Paulson
Community Services Director

Prepared by:

David J. Roger
Community Services Deputy Director

Attachments:

A - Original Email from Resident

B - Appeal Form

C - Photos of Trees

D - Excerpt of the 7-18-18 Tree Committee Minutes

E - Excerpt of the 10-17-18 Tree Committee Minutes

F - Excerpt of the 11-7-18 Community and Human Services Commission Minutes

From: Melanie barbee
Sent: Monday, July 02, 2018 8:05 PM
To: Dave Roger; Michele Gonzales
Cc: Gregory Barbee
Subject: Tree Removal at 2233 Kemper Avenue, Barbee

Hello David & Michelle,

This email is to confirm that I would like to have both pine trees removed from in front of my residence.

As David is aware, I've had multiple issues concerning the two pine trees, which I have provided copies of documents dating back to at least 2006. There are a nuisance as well as a danger to myself, my family and my Kemper Avenue community.

The most recent event, which occurred yesterday, a very large branch fell off of the tree,(south), closest to my walkway that sent all of my neighbors over to help since the cracking and crashing noise was very loud.

Please put me on this month's schedule for the Tree Advisory Meeting held every third Wednesday to discuss when the trees can be removed once and for all.

Sincerely,
Melanie Barbee

Sent from my iPhone

Appeal to Claremont City Council

APPEAL FROM THE CLAREMONT COMMUNITY AND HUMAN
SERVICES COMMISSION

File No 2636

Grounds for Appeal

Gregory Barbee (gbarbee@sheppardmullin.com)
Melanie Barbee (Melanie.Barbee@verizon.net)
2233 Kemper Avenue
Claremont, California 91711
TEL: 909.399.5124

I. INTRODUCTION

Property owners Gregory Barbee and Melanie Barbee (“Appellants”) hereby appeal the decision rendered by the Claremont Community and Human Services Commission (“the Commission”) at its November 7, 2018 meeting. Specifically, Consent Calendar Item No. 6, File No. 2636, requested the removal of two Canary Island pine trees at 2233 Kemper Avenue, Claremont, California (the “Kemper trees”). After discussion and comments from Appellants and Community Services Acting Director, David J. Roger, the Commission voted to deny the request and to “keep an eye” on one of the two Kemper trees that had recently presented a particular hazard to public safety, dropping large limbs in July and October 2018. The Commission’s decision to deny the request to remove and replace the Kemper trees should be overruled by the City Council for three reasons, each of which form an independent basis.

First, the Commission and its staff failed to take into account mandatory considerations in deciding whether to approve or deny the request. The Claremont Tree Policy Manual mandates that the Commission consider the safety of the property owner and general public; based on the staff Agenda Report and the questions proffered at the meeting, the Commission failed to properly consider that the Kemper trees are hazardous and should thus be removed.

Second, the City previously approved, and in fact started to implement a phased tree removal and replacement program for the Canary Island pine trees on Kemper Avenue. In 2004, the City approved the Kemper Avenue residents’ request to remove the Canary Island pine trees, because they had been causing hardscape damage and presented a hazard to the community. The City agreed, and implemented a phased removal and replacement program. That program began in approximately 2007. Apparently, the program was canceled in approximately 2010-12. Until

February 2018, no notice whatsoever had been given to any of the Kemper Avenue residents. The decision to cancel the approved program without providing notice and without providing an opportunity for public comment, to the Kemper Avenue residents denied them due process and likely violated California law (the Brown Act).

Third, the Commission's decision failed to take into account the full magnitude of the potential cost of keeping the Kemper trees and the other Canary Island pine trees on Kemper Avenue. The potential liability to the City, particularly given past hardscape damage and hazards, and especially given the City's implicit acknowledgment of the hazards presented by such trees when the City approved the removal and replacement program, far outweighs any purported value of the trees themselves.

II. STATEMENT OF FACTS

Appellants moved into their Kemper Avenue home on August 1, 2000 (moving from another house in Claremont, on Springfield Street). Almost immediately, the Kemper trees became an issue. In November 2000, Appellants requested repairs for hardscape damage caused by the Kemper trees. The City's Community Services Department informed Appellants that "permanent repair of your area has been placed on a priority list for an upcoming contract work period." The work was finally completed on April 1, 2002.

In April 2003, the City instituted a "Programmed Tree Removal and Replacement Program" (as defined in the Tree Policy Manual) regarding the Kemper Avenue neighborhood. Kemper Avenue residents attended several workshops related to that program, and at the February 12, 2004 Claremont Community Services Commission meeting, the Commission approved the program. The City Council approved the program at its March 23, 2004 meeting, through its approval of the Commission's February 12, 2004 minutes.

In March 2007, Appellants contacted the City again regarding the Kemper trees because they had overgrown, with heavy branches hanging over the driveway and street. On March 13, 2007, Stacey Niemeyer from the Community Services Department informed Appellants that staff had inspected the tree in question and found it to be healthy and stable, but nevertheless “reduced the weight of the branch over your driveway.”

On December 20, 2007, Ms. Niemeyer wrote to the Kemper Avenue residents, informing them that the City had recently begun work to remove and replace the Canary Island pines. Given the unavailability of a “replacement species locally,” the City had opted to use the Chinese Pistache tree as the replacement tree (it is now on Kemper Avenue’s approved tree list).

On January 10, 2008, the Commission met to discuss the Street Tree redesignation for Kemper Avenue and Lawrence Circle. Ms. Niemeyer presented the staff report. Richard Griffin, at 2258 Kemper Avenue, expressed his frustration that the whole process had begun about 5 years ago, and that a number of trees had been removed during that time. He was frustrated at “the fact that this process has taken so long,” and “[i]t was promised and staff kept telling them that it was going to move forward.” He requested that the process be expedited. The Commission approved changing the designated street tree for Kemper Avenue and Lawrence Circle to the Chinese Pistache. As part of the deliberations, then-Chair Eastham asked staff for an estimated completion date for the program. “Ms. Niemeyer said the removal of all of the Pine trees would be completed in five to six years.” See Minutes, Claremont Community Services Commission Meeting, January 10, 2008, at p. 6. The City Council received and filed those minutes at its February 26, 2008 meeting.

Spanning a period from approximately May 2003 to July 2014, Appellants issues with the Kemper trees continued. The City repaired

hardscape damage to the sidewalk in front of 2233 Kemper Avenue in 2001, 2004, 2006, 2009, 2011 and 2014. The City removed and replaced the entire curb in July 2014. The City has twice replaced driveway sections (rendering portions of the driveway different shades of concrete). The City also replaced a drainage and sewage pipe at a cost of approximately \$2,750. A visitor to Appellants tripped on a raised sidewalk and suffered a broken nose and other injuries. The north Kemper tree had one of its heavy limbs drop, blocking the street. By 2014, Appellants again requested that the City remedy the problem and replace the trees.

On February 6, 2018, Dave Roger, Deputy Director of the Community Services Department, wrote to Appellants detailing that he had searched the records and discovered that the pine tree removal program was canceled. Apparently, there was a neighborhood survey about resident preferences to either remove or replace all of the trees at one time, phasing out the removal and replacement over time or evaluating each individual tree. According to the report, there was no consensus within the neighborhood and the city decided to terminate the program and evaluate each tree on a per resident request basis.

This was the first time Appellants were provided any notice that any cancellation of the program had occurred. In canvassing their neighbors and through comments set forth at later Tree Committee and Commission meetings, it became clear that no notice or chance to be heard had been afforded the Kemper Avenue residents. It appears that approximately 31 trees were removed and replaced. Compare July 18, 2018 Tree Committee Agenda Report, Item No. 2, p. 2 (original program referenced 86 Canary Island pine trees) with November 7, 2018 Commission Agenda Report, Item No. 5, p. 1 (55 pine trees remain on Kemper Avenue and Lawrence Circle).

On July 1, 2018, the south Kemper tree dropped a heavy limb. The limb was massive enough to reach entirely across Kemper Avenue. Appellants immediately requested that the Tree Committee approve the removal and replacement of the Kemper trees.

At its July 18, 2018 meeting, the Tree Committee's staff recommended that the request be denied. It attributed the limb drop to a "limb drop phenomenon." Staff noted that "[t]here is evidence of hardscape repair of both the curb and the sidewalk at 2233 Kemper Avenue. Currently, there is some lifting of the drive approach." Staff's recommendation relied upon the fact that (1) the Tree Policy Manual does not permit nuisance to be the reason a tree is replaced, and (2) "the value of the trees outweighs the cost of repairing the hardscape." Staff did not address the hazard to residents and the public caused by such trees. At the July 18 meeting, Appellants and other members of the Kemper Avenue neighborhood presented additional arguments and the information set forth above. The Tree Committee requested to table the item until its next meeting so that Committee members could consider the submissions.

On October 15, 2018, the south Kemper tree suffered yet another limb drop due to the high winds and the fact that the trees on Kemper Avenue had not been trimmed during the last scheduled trimming cycle. Photographs of the substantial limb, entirely blocking the sidewalk and part of the street, were submitted to the Tree Committee and the Commission.

On October 17, 2018, the Tree Committee met again, heard additional evidence regarding the hazards and the recent limb drop, and voted to deny Appellants' request. The Tree Committee suggested that Appellants take the matter up with the Commission, and subsequently with the City Council if necessary.

On November 7, 2018, the Commission discussed the matter of the Kemper trees, and the termination of the Kemper Avenue Programmed

Tree Removal and Replacement Program. Despite expressing embarrassment and apologizing that Kemper Avenue residents had received no notice of the purported termination of the program, the Commission voted to deny Appellants' request and to "keep an eye" on the south Kemper tree.

III. ARGUMENT

The Claremont Tree Policy Manual governs requests by property owners for removal of City trees. That Manual provides a procedure by which requests are made to Community Services staff. If staff denies the request, "[p]roperty owners may appeal the staff denial by written request, which shall be brought before the Tree Committee and Community and Human Services Commission." See Tree Policy Manual, p. 27.

Municipal Code § 12.26.020(B) provides that "the Commission may grant an appeal if it finds that the staff decision would result in a burden on the property owner that substantially outweighs the benefit to the public. The Commission's decision may be appealed to the City Council if a written appeal, setting forth the grounds, is filed with the City Clerk within ten days of the Commission decision. If no timely appeal is filed, the decision shall be final." Accordingly, Appellants file the instant appeal.

A. Mandatory Considerations, Ignored by the Commission and Its Staff, Require the Removal of the Kemper Trees

The Tree Policy Manual requires that all removal requests "*shall* be evaluated by staff and a certified arborist." Manual, p. 28 (emphasis added). The Commission "*will* evaluate tree removal requests individually, considering any of these factors listed below to determine if [a] tree's removal represents a greater loss to the public tha[n] the burden placed on the property owner by its continued existence." *Id.* (emphasis added). The Manual lists several considerations that may be used, and *two considerations that are mandatory.*

The Manual requires that “Safety of the property owner and general public *will* be considered. The Commission *may* consider health and safety impacts for the residents, adjacent property owners, and public at large when evaluating a removal request[.]” The Council will search the staff reports and minutes in vain for any express consideration of safety of the Appellants and general public. Comments offered by residents at both Tree Committee meetings set forth above, in fact, demonstrated that the general public does *not* feel safe around these trees, given the multiple limb drops and persistent hardscape damage.

Rather than address the safety of the property owner and general public, the staff focused on the strawman argument of the nuisance caused by the trees (which is considerable, but which is expressly disclaimed as a basis for tree removal), and the fact that the estimated asset value of the tree outweighed the cost for any hardscape repair. Asset value of the tree is the Manual’s second *mandatory* consideration (“The value of the tree as listed in the City’s inventory *shall* be included in the information presented to the Commission.”). Nowhere in the Manual does it state that the value of the tree should be compared to hardscape damage costs as some type of litmus test. Given values of \$14,740 and \$9,110, it would be a rare occurrence indeed for tree values to be overcome by hardscape costs.

At the November 7, 2018 Commission meeting, several commissioners asked Community Services Acting Director Roger for clarification of what might constitute a hazardous tree. Director Roger’s response did not address the issue. Because the Tree Committee and the Commission failed to analyze the threat to the Kemper Avenue residents and the public at large, the City Council should overrule the denial of Appellants’ request. These trees have recently dropped limbs with increased regularity, have consistently caused hardscape damage presenting

a danger to pedestrians and bicyclists, and create potential liability issues for the City.

B. The City’s Purported Termination of the Kemper Avenue Programmed Tree Removal and Replacement Program Violated Residents’ Due Process

As set forth above, the City approved and implemented a phased tree removal and replacement program for the Canary Island pine trees on Kemper Avenue. To implement such a program, the Tree Policy Manual requires that

Any plan proposal for phased removal of trees in a defined area *must be* specifically crafted to meet the needs of the particular area. Such a proposal *must be presented to affected residents at a noticed workshop*. In addition, Programmed Tree Removal and Replacement Programs *must be reviewed* by the Tree Committee and Community and Human Services Commission and *approved* by the City Council prior to implementation.

In 2004, the City approved the Kemper Avenue residents’ request to remove the Canary Island pine trees, because they had been causing hardscape damage and presented a hazard to the community. As late as 2008, City staff represented that “the removal of all of the Pine trees would be completed in five to six years.”

As part of the process of seeking to expedited removal and replacement of their trees, Appellants discovered for the first time in February 2018 that the approved program had apparently been terminated. Commission staff has been unable to find any notice to Kemper Avenue residents, either before or even after termination of the program, regarding the purported termination. Commission members have apologized to the Kemper Avenue residents at the Tree Committee and Commission meetings.

As set forth in California Government Code § 54950 (Government Code §§ 54950-54963 are referred to as the “Brown Act”):

The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

Commission staff could not point to any specific notice given to the Kemper Avenue neighborhood residents, either before or after the decision to terminate their approved Tree Removal and Replacement Program. Appellants will continue searching City archives, but in the interests of safeguarding their right to appeal, Appellants file this appeal and will supplement it with further findings if appropriate. Taking away the approved program, which provided rights to Kemper Avenue neighborhood residents for the removal and replacement of their pine trees, without notice violated such residents' due process rights.

C. The Potential Liability to the City Far Outweighs Keeping the Kemper Trees

The Commission estimated the value of the two trees at issue as \$14,740 and \$9,110, for a total of \$23,850. To date, the City has likely spent close to that amount or more in simply repairing hardscape damage. See, e.g., \$115,509.75 sought for the removal and replacement of specified hardscape on Kemper Avenue and three other streets, required in 2007 (Claremont Community Services Commission Meeting Minutes, September 13, 2007, p. 8).

The cost for pipe repair related to the Kemper trees was \$2,750. On at least 6 occasions, the trees damaged the sidewalk sufficiently to require repair. The curb was removed and replaced in July 2014, and two driveway sections have been removed and replaced. On at least 3 occasions, emergency tree cutting crews have had to come and remove massive limbs

that have dropped, including two since July 1. All of these repairs cost money.

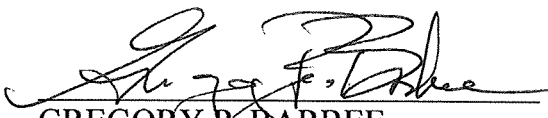
The approved Tree Removal and Replacement Program for the Kemper Avenue neighborhood recognized the hardscape damage – and the costs and hazards it presented – as a prime reason supporting approval of the Program. At least one person has already been injured due to the specific trees in front of 2233 Kemper Avenue, and given the hazards provided by such trees, it appears likely that additional injuries or worse will occur in the future.

Rather than take the chance that someone might be injured from these trees, and specifically from the 2233 Kemper trees, Appellants request that the City approve the removal and replacement of those trees. Having been put on notice as to the hazards presented by such trees, the City is in a particularly precarious position should any subsequent injuries occur.

IV. CONCLUSION

For the reasons and authority set forth herein, Appellants request that the City Council overrule the Commission, and approve Appellants' request for the removal and replacement of the two Canary Island pine trees in front of 2233 Kemper Avenue.

DATED: November 16, 2018 APPELLANTS GREGORY AND
MELANIE BARBEE

By: 
GREGORY P. BARBEE



2233



group was concerned with the reason why the residents were concerned; the nuisance. He said that this is one of the reasons why community members and staff spent one and one-half years revising the *Tree Policies and Guidelines Manual*. Mr. Path said that the revisions that were made to the guidelines were made so there would be a responsible process to evaluate trees.

There were no further requests to speak.

◆◆◆END OF CONSENT CALENDAR◆◆◆

Routine Administrative Items

1. Approval of the Tree Committee Meeting Minutes of March 21, 2018

Chair Kane invited public comment. There were no requests to speak.

Commissioner Leano moved to approve the Consent Calendar as presented, seconded by Commissioner Kane, and carried on a vote as follows:

AYES: Commissioners Kane and Leano
NOES: None
ABSENT: Commissioner Munson

◆◆◆END OF CONSENT CALENDAR◆◆◆

ADMINISTRATIVE ITEMS

2. Request for Removal of Two Canary Island Pine Trees at 2233 Kemper Avenue

Deputy Director Dave Roger presented the staff report and a PowerPoint presentation. Mr. Roger stated that in Ms. Barbee's email she is requesting that both trees be removed because they are a danger to herself, her family, and the Kemper Avenue community. Deputy Director said that both trees are in good condition and there was no sign of decay in the limb that failed. He said that it is staff's opinion that the limb dropped due to the summer limb drop phenomenon, where trees just drop limbs when it is hot and humid out.

Deputy Director Roger showed a picture of hardscape issues to the drive approach that it is slightly raised from the north tree and on the south side the curb and gutter has been repaired.

Deputy Director Roger said that there is a lot of history regarding the Kemper Avenue Pine trees. He said that it appears that in the past because of concerns from the community to address the issues of the Pine trees and hardscape issues, staff brought a proposal to the neighborhood at a community meeting with three options and there was not a consensus from the neighborhood at that time. He said that this issue came back to the Commission

in February 2004 and at that meeting it appears that the Commission approved the removal of 14 trees. Mr. Roger said since that time there has only been only request for removal of a tree in 2012 and that request was denied by the Tree Committee and Commission.

Commissioner Leano asked if the summer limb drop phenomenon was something new.

Deputy Director Roger said no.

Commissioner Leano asked if there have been any removals of Pine trees in this area because the trees met the tree guideline requirements of dead, diseased, or hazardous.

Deputy Director Roger said from what he can tell from the files; no trees have been removed since 2004.

Commissioner Leano said the per the *Tree Policies and Guidelines Manual* we have to evaluate several factors, but we can authorize the petition to remove a tree if we make a determination if the tree is dead, diseased, or hazardous. Mr. Leano said that based on the limb drop phenomenon and that there are several other limbs falling throughout the City that even if the trees loses a limb it still meets the definition of a healthy tree.

Deputy Director Roger said yes.

Commissioner Leano said that if this tree lost a major limb and its concluded that there is a risk of limb failure for any of these trees then even though the trees are determined to not be dead or diseased could they still meet the definition of hazardous.

Deputy Director Roger said that when we follow the International Society of Arboriculture's guidelines for evaluating a tree, in that if there are numerous limb failures that raises the risk of failure up and then that could eventually put it into that hazardous category. He said that one limb does not trigger a change in the evaluation of the tree.

Chair Kane invited public comment.

Melanie Barbee, Claremont resident, presented a packet of information and history to the Committee. She said she has been a Claremont resident for 29 years and lived in four different places but has lived on Kemper Avenue from 2000 to present.

Ms. Barbee said that in the timeline she presented she laid out the difficulties they have had with pine needles, hardscape, and different things that have happened with the trees.

Ms. Barbee said it was in 2003 that we had the neighborhood meeting where we were promised by the City that the trees would be removed in phases. She said the whole neighborhood was at the meeting and there was a consensus that the Chinese Pistache tree was to be the replacement tree.

Ms. Barbee said that Mr. Roger was incorrect about no prior removals, there have been several trees removed; at 2121 Kemper Avenue and 2117 Kemper.

Ms. Barbee said that the trees are so large, and they are blocking the street lights and the streets are very dark. She also said a lot of us have moved to Claremont because of the beautiful mountains and we can't even see the mountains any more. She stated that these trees are not practical or appropriate for the neighborhood.

Ms. Barbee said that staff is making recommendations without all of the information to the Tree Committee and that is troublesome to her.

Ms. Barbee said that in 2007 she asked for the drainage pipe and the cement to be fixed and she had to get quotes. She said Jonescape did the work for about \$2,800 and if the City would have removed the trees when they were supposed to be removed, the City would have saved that money.

Ms. Barbee said you also don't see in your report is the cost to fix the sidewalk three times in front of our house, the walkway twice, the driveway with the pipe and the cement, how much did that cost. She said you don't see those costs.

Ms. Barbee said we just want a safe, beautiful neighborhood, but we think it is inappropriate to have these trees in our neighborhood.

Resident spoke and said there was a severe windstorm in the early 90's and his neighbors to the west had their trees blow over. He said he had a number of trees on his property and since Kemper Avenue is closed at the high end he made a request for removal of his trees because if there was another severe storm and they blew those trees down, access by emergency personnel would be limited.

Commissioner Leano asked when the trees were removed from 2121 and 2117 Kemper Avenue.

Resident said the trees on the east side of his driveway at 2121 Kemper Avenue were removed as part of a project that goes back to 2000 because they were deemed hazardous; but the three trees remained on the west side of driveway. He said those trees caused significant hardscape damage and then he requested in 2013 to have the last three trees removed and they were.

Chair Kane said she drove by the address and said that the trees are magnificent. She stated that the west end of Briarcroft Road is lined with huge Pine trees that probably should have not be planted there but they are gorgeous.

Ms. Barbee said she included a picture of Decatur Circle, which is a street that stems from Kemper Avenue, and those Pine trees were removed and the Chinese Pistache trees were planted and they are beautiful and don't pose the danger that the Pine trees do.

Victoria Walker, Claremont resident, commented on the limb falling phenomenon and she thinks it is important that the City knows that this is part of public record and if you are ok with limbs just falling and someone gets hurt in that neighborhood it would awful. She said that these trees are forty years old and she asked what is the life span of these trees. She said are they are the point where they are just too big and too old to be there. She said that in the 2003 meeting she thought an agreement was made that the trees were on a nine year cycle and then we never heard any other word; 15 years of silence and this is inexcusable.

Bob Walker, Claremont resident, said the gentleman is wrong about the tree removal. He said that he had a tree removed in 2005-2006. Mr. Walker said that there was a consensus at the neighborhood meeting and it was agreed on for the removal and replacement and it was guaranteed by the City that this would happen and that the money was there.

Mr. Walker said that a lot of the trees in the neighborhood are heavy; the branches are growing out and sagging. He said the trees creek and crack; they need to be thinned.

Mr. Walker said that in 2006 he was going to redo his yard and he called the City to have the Pine tree removed and the City said no problem, but it took a year.

Mr. Walker said that recently someone was in the neighborhood putting green marks on the curb to plant more trees. He said the City can't even take care of the ones they have. He said that the trees need to be thinned out.

Isabelle Barbee, Claremont resident, said after her parents received the agenda packet that stated that this was an unexplained phenomenon she researched the summer limb drop phenomenon and found there are four reasons for this:

1. Evapotranspiration
2. Limb defects
3. Infection
4. Drought and weaken cell structure

Ms. Barbee said from their position they think the second and fourth reasons would be most likely for the trees in their area to experience this. She said she looked further into what process needs to be completed to avoid summer limb drop and found that mature trees with large limbs that are uncared for are candidates for summer limb drop and also that arborists need to check trees frequently. She said she is under the impression that this doesn't happen, especially in their neighborhood. She said we don't see a frequent check of trees or pruning of trees in our area; this is obviously not happening. This is reasons why summer limb drop is happening.

Ms. Barbee said that the summer limb drop phenomenon is not something that is simply unexplained, she said there is a huge explanation behind it. She said what we see here for the explanation for the limb drop in her neighborhood and many other neighborhoods in Claremont is probably due to the fact that the trees are not being pruned or checked frequently by an arborist.

Gregory Barbee, Claremont resident, said we need to focus on the legal aspects and liability that these trees present to the City and us. He said the north tree has caused four or five different occasions where the sidewalk, driveway, and gutter needed to be repaired because of raised and crumbling pavement. In addition, when we had the big wind storm last year we had limbs come off both trees. He said in July of this year when the limb dropped, the limb was $\frac{3}{4}$ across the street and still attached creating a hazard for anyone driving by.

Mr. Barbee said these trees are big enough where if one of them did fall over it would take out the second story of our house. He said he has discussed this with others and attorneys in the development and they share the same concerns.

Mr. Barbee said to address Commissioner Leano's question about dead, diseased, or hazardous that is a matter of statutory interpretation with the word or in there you can still have a healthy tree, it can still be a hazardous. He said that the fact that the trees at 2121 were removed in part because they created a hazard, there is nothing saying they weren't healthy. He said he thinks the position that a tree needs to be dead or diseased isn't well taken given what the ordinance says.

Barnabus Path appreciated all of the residents with their specific concerns, but he wanted to address some of the points. He said the evapotranspiration is an important point and it has to do with the trees getting enough water. He said it is the owner's responsibility to provide adequate watering to those trees. He said the idea that tree branches falling off normal healthy trees is a hazard and that requires the need to consider removing the tree for the threat of lawsuits would mean that any healthy tree in the City would need to be removed, that doesn't make since.

Mr. Path talked about the cost for hardscape damage are paid because of the tree's value.

Resident said that we have the Canary Island Pines that have been replaced with Chinese Pistache and we love it. The City has fulfilled its responsibility to us to maintain a neighborhood that is pleasant. He said the neighborhood is beautiful with these trees that are appropriate to the neighborhood.

Chair Kane asked how tall are the Chinese Pistache trees and when were they planted.

Resident said they were planted around 2012 or 2013 and they have grown to their maximum height.

Melanie Barbee spoke for resident, Edwardo Degon of 2279 Kemper Avenue, he has concerns about the Pine trees in front of his home because he lives next to an Edison transformer. She said he said that the tree is moving it and he has made calls and no one has heard him.

John Snyder said that the issue that needs to be addressed right now is the thinning and trimming of these trees. He said that the maintenance of these trees is a good start.

Commissioner Leano thanked everyone for attending and Ms. Barbee for bringing all the information. He said he needs to read all of the information that she brought in and doesn't feel he can make a fair decision at this time.

Chair Kane asked when were the trees last trimmed and why are the neighbors disputing that.

Deputy Director Roger said that he doesn't have an answer for that. He said that our tree inventory program, Arbor Access, reports that the trees were last trimmed in 2016. Mr. Roger said that he called the company to see if they could supply documentation that the trimming was done, and they supplied a copy of the invoice.

Chair Kane asked staff if someone can go out and confirm if they were trimmed.

Chair Kane said that is it our duty to maintain the trees in Claremont even if the wrong tree was planted in the wrong place.

Chair Kane asked about tree replacement size.

Deputy Director Roger said that under the Solis Grant the replacement trees would be 15-gallon trees.

Commissioner Leano moved to table this request to a subsequent Tree Committee meeting for consideration of evidence submitted by the petitioner, seconded by Commissioner Kane, and carried on a vote as follows:

AYES: Commissioners Kane and Leano
NOES: None
ABSENT: Commissioner Munson

Commissioner Leano requested that if that there is going to be additional information submitted that it is done at least 14 days in advance.

The meeting adjourned at 7:01 p.m.

Minutes submitted by:

Michele Gonzales
Recording Secretary

Mr. Roger said as staff looks at developing the management plan we can look at the 13 different grids that the City is divided into and staff will be able to share with you the last time each grid was trimmed and maybe this can be adjusted.

Bob Walker said he thinks it is ironic that the two trees that weren't on the trimming list lost three major limbs this year. He said maybe we need an independent company to inspect the trees. He said maybe the person inspecting the trees does not have our best interest in mind or they are too worried about the budget. Mr. Walker said to find the money that was promised to us back in 2008 to mitigate this problem. He said we were not notified that the City Council made this decision to void our agreement with the City to take these trees out. He said there is a problem with communications and expertise and the fact there was mismanagement in the budget. Mr. Walker said we pay our taxes and expect the services.

Ron Bettenhausen said when they moved in 1978 they had a number of pine trees in their yard and they have all been removed for a number of reasons; the Chinese Pistache has been planted and it is wonderful. Mr. Bettenhausen said he wonders if the cost of maintaining these trees and the discomfort these trees cost the community compared to completing the program of removing the trees where residents want them removed. He said to replant trees that make sense; the pine trees shouldn't be in this urban environment.

Acting Director Roger said that the trees were inventoried last summer by an outside company and they did not find any issues with the trees.

Ms. Barbee asked if the report is available to the residents.

Management Analyst Dillman said yes, staff can get you a copy.

There were no further requests to speak.

Commissioner Leano moved that the Tree Committee recommend that the Community and Human Services Commission approve the trimming of five pine trees at 2117, 2205, 2250, 2253, and 2261 Kemper Avenue and the remaining trees to be trimmed with the next grid cycle, seconded by Commissioner Munson, and carried on a vote as follows:

AYES:	Commissioners Kane, Leano, and Munson
NOES:	None
ABSENT:	None

5. Request for Removal of Two Canary Island Pine Trees at 2233 Kemper Avenue

Acting Director Roger presented the report. He mentioned that at the last Tree Committee meeting Ms. Barbee resented a packet to the Committee and the Committee postponed the decision until they could review the information.

Mr. Roger said that he did look at the branch that came down during the wind storm and he went up in the tree to look at where the branch came off. He said it looked like a whirl wind

twisted the branch rather than failing by other means. Mr. Roger said he did not see any decay in the tree and a nice clean cut was made and it should heal over. He said based on the policy he cannot justify removal of the tree at this time.

Chair Kane asked about trimming of the tree.

Mr. Roger said that when the contractor was out taking care of the branch he had them do some trimming bringing back some branches that were farther out.

Commissioner Leano said his concern is that there are Commission meeting notes with approval of the phasing out program and no notes with cancellation of this program.

Commissioner Munson asked if there were minutes from the City Council meeting that this program was discontinued.

Mr. Roger said yes.

Chair Kane said that when she walked the neighborhood with Mr. Roger that she thought the south pine at 2233 Kemper Avenue looked stressed and that Mr. Roger agreed. Chair Kane asked if staff can keep an eye on this tree.

Commissioner Munson asked if staff thought the tree was getting enough water.

Acting Director Roger said he did not do a soil sample and looked like it had enough moisture.

Chair Kane invited public comment.

Melanie Barbee said if you look at the documentation that she presented to the Committee that we were promised that those trees would be removed. She said she has had to have her driveway replaced twice, drainage repaired, etc.

Ms. Barbee said she got hit in the head from a pine cone and got sap in her hair and it took her hours to get it out.

Ms. Barbee said she just wants what was promised to her. She said that there was no communication that the program was phased out. She said some of these trees were gifted and were not part of the City plan. She said that these trees are too big for our neighborhood and they cause a lot of damage and they are dangerous.

Ms. Barbee said that we had branches go down during the summer limb drop and now during the wind storm.

Ms. Barbee said in the letter she received that her request was denied there was a little paragraph that read that now we are responsible to pay for the trimming of the trees. She feels like the City has let them down; she feels betrayed and lied to. She feels like she is being looked at like she is a complainer.

Vicky Walker said by law when the program to phase out the trees was instituted should we have been notified. She said we were all on board and patient should we have by law been notified. She asked if staff could find out.

Mr. Roger said based on how the City does things in 2018 yes, we would have notified the neighbors, but he can't say what the policy was in 2008. Mr. Roger said we can see what records we can find.

Greg Barbee said according to the tree policy, trees can be removed because they are a hazardous. He said that we have had two large limbs fall off our trees, they are heavy and the biggest one on the block and his concern is in terms of a hazard and the safety of the property and safety of the residents. He said that the policy states that these things will be considered, and this is not mentioned in the staff report.

Mr. Barbee said that in the report it reads that the value of the tree is greater than the cost of hardscape repairs; the value is not greater than someone's life or liberty. He said that when the large branch fell and blocked part of the street, the City coned it off before it was removed on the next day. He feels that this was a safety problem for the general public.

Mr. Barbee said that when the arborist went through last year it was stated that none of the trees in our neighborhood needed trimming and now there are five identified as needing trimming and none of those are at 2233 Kemper Avenue.

There were no further requests to speak.

Commissioner Leano said he understands the resident's frustration about the lack of communications between the City and the Kemper Avenue neighborhood regarding the pine tree mitigation. He said that the program was changed, and the neighborhood was not involved in the dialogue. He said he thinks that if the neighbors were there when it was discussed it would have changed the disposition of the meeting right now.

Mr. Leano said the biggest error is not that the City changed the program, but that you were not told about it and were not asked for your input and second that the City didn't notice the neighborhood after we changed a neighborhood agreement. He said the City needs to do a better job at documenting the work and do the work well. He said all of those things didn't happen.

Commissioner Leano said based on the existing policy he does not have enough evidence to support the removal request, but he hopes that the petitioner will appeal to the Commission.

Commissioner Kane moved that the Tree Committee recommend that the Community and Human Services Commission deny the request for removal of the two Canary Island Pine trees at 2233 Kemper Avenue and that staff monitors the south tree, seconded by Commissioner Munson, and carried on a vote as follows:

AYES: Commissioners Kane, Leano, and Munson
NOES: None
ABSENT: None

ADJOURNMENT

The meeting adjourned at 7:50 p.m. to the next special meeting scheduled on November 29, 2018 at 6:00 p.m. in the City Council Chamber, 225 W. Second Street, Claremont.

Lee Kane
Chair

ATTEST:

Michele Gonzales
Recording Secretary

PUBLIC COMMENT

Amy Crow, Manager of the Claremont Library, announced that the Claremont Library will be reopening on Monday, November 26 and the Express Library at the Hughes Center will be closing on November 17.

* * * *

CONSENT CALENDAR

1. Claremont Community and Human Services Commission Meeting Minutes of October 3, 2018
Recommendation: Staff recommends that the Community and Human Services Commission approve and file the Community and Human Services Commission meeting minutes of October 3, 2018.
2. Committee Meeting Minutes
Recommendation: Staff recommends that the Community and Human Services Commission receive and file the various Committee meeting minutes.
3. Request for Removal of Two California Coast Live Oak Trees at 2424 San Diego Court
Recommendation: Staff recommends that the Community and Human Services Commission approve staff to look into treating the two trees at 2424 San Diego Court next spring and postpone the decision of removal.
4. Request for Removal of a Canary Island Pine Tree at 207 Eagle Grove Avenue
Recommendation: Staff recommends that the Community and Human Services Commission deny the request for removal of the pine tree at 207 Eagle Grove Avenue.
5. Petition to Trim Pine Trees on Kemper Avenue and Lawrence Circle
Recommendation: Staff recommends that the Community and Human Services Commission approve the trimming of five pine trees at 2117, 2205, 2250, 2253, and 2261 Kemper Avenue and the remaining trees to be trimmed with the next grid cycle.
6. Request for Removal of Two Canary Island Pine Trees at 2233 Kemper Avenue
Recommendation: Staff recommends that the Community and Human Services Commission deny the request for removal of the two Canary Island Pine trees at 2233 Kemper Avenue.
7. Proposed Pooch Park Sign
Recommendation: Staff recommends that the Community and Human Services Commission approve the installation of warning signage at the Pooch Park.

8. Trash Enclosure Cleaning Fee

Recommendation: Staff recommends that the Community and Human Services Commission approve the proposed trash enclosure cleaning fee at the contract cost (currently \$150) plus a 10 percent administrative fee.

9. Appointments to the Committee on Human Relations (COHR)

Recommendation: The Community and Human Services Commission Ad Hoc Selection Committee recommends that the Community and Human Services Commission make the following appointments to the Committee on Human Relations (CoHR):

- Laura Mulroy, appointment to serve a four-year term (2018-2022)
- Chris Naticchia appointment to serve a four-year term (2018-2022)

Chair Kane invited public comment.

Melanie Barbee spoke on Item #6. She said she has been corresponding with the City since 2000 regarding the Pine trees. She said they did have a neighborhood meeting in 2006 and they were told that the trees would be replaced with the Chinese Pistache. She said they waited for years for their phase to occur and when it didn't happen, she talked with Mr. Roger and in February she received a letter that read there was no longer a tree replacement program and that there was a survey done in the neighborhood. She said that there was no such survey in their neighborhood.

Ms. Barbee said she is here to ask for what she was promised. She said they have had two large limbs fall recently and we are very fortunate that the branches didn't fall on someone.

Ms. Barbee said that in 2006 were told that they were getting these trees and that is all we are asking for.

Gregory Barbee said that he wanted to address three issues as to why their request should be granted:

1. The staff recommendation is flawed.
2. The cost of this should be considered.
3. The legal issue of the cancellation of this program without notice to the neighborhood.

Mr. Barbee said that in the staff recommendations two bases are given for denial. He said one is the nuisance caused by the leaves, needles, or hardscape damage and that is not justification for removal. He said that is not why we are asking for these trees be removed. He said these trees are elderly trees and have not been trimmed according to the City's guidelines; we have had two limbs drop from the south tree. Mr. Barbee referred the exhibits that were emailed to the Commission. He said Exhibit #10 are photos from the October limb drop. He said it was a substantial limb and it blocked half of the street. He said it could have caused substantial harm.

He said second is the value of the trees out weighs the cost of repairs of hardscape. He said that this was not an argument raised by them.

Mr. Barbee said a consideration that was not put into the recommendation, which is required, is the safety of the property owner and general public would be considered, as stated in the *Tree Policies and Guidelines Manual*. He said no where in the recommendation do you see that.

Mr. Barbee said the arborist and the Tree Committee walked our neighborhood and said the trees looked in good health. This analysis was done before the October limb drop, which in fact showed that there was a problem with the weight and heaviness at the top of the south tree.

Mr. Barbee reviewed the costs associated with the removal and replacement of the trees. The removal of the trees would be \$1,100 and the replacement of \$860, the staff cost to prepare the flawed report \$1,640, in addition the City has spent \$2,750 to repair hardscape damage, plus the cost to take care of the downed limbs, and other costs for repairs. The cost for removal and replacement would be \$1,960 and no other additional fees.

Mr. Barbee said in the Tree Policies Manual just to institute a tree replacement program you need a noticed workshop which was done but there was no notice given when this was cancelled and that violates due process.

Commissioner Leano pulled Item # 6 from the Consent Calendar.

Commissioner Munson moved to approve the remaining items on the Consent Calendar as presented, seconded by Commissioner Forester, and carried on a vote as follows:

AYES: Commissioners Bekzadian-Avila, Brower, Forester, Kane, Leano, Munson, and Scott Toux
NOES: None
ABSENT: None

Commissioner Leano asked since the trees were inspected before the last Tree Committee meeting has there been any change to the staff analysis to the health of the trees.

Mr. Roger said that staff has not changed their opinion on the health of the trees. He said that staff added into the agenda packet the survey that was done by the arborist doing the tree inventory. In the inventory, it shows that all the Pine trees on Kemper Avenue and Lawrence Circle were in good condition and could wait for routine trimming. Mr. Roger said that the inventory was done in March 2017.

Commissioner Leano asked if staff found any more evidence of when the repeal of the mitigation happened.

Mr. Roger said what he has been able to put together was at that at the same time Council and staff were dealing with the Shenandoah mitigation, the Shenandoah neighborhood was against the phasing out of those trees. At the Council meeting where this mitigation was

discussed, and City Council agreed that the phasing out would not happen and the trees would be evaluated on a case by case basis. Mr. Roger said unfortunately the Kemper neighborhood was not notified of that discussion.

Mr. Roger answered more questions from the Commission regarding the mitigations and hardscape damage.

- Commissioner Brower moved that the Community and Human Services Commission:**
- 1. Deny the request for removal of the two Canary Island Pine trees at 2233 Kemper Avenue;**
 - 2. Direct staff to inspect the two trees twice a year and to notify the property owner when the inspections will occur; and**
 - 3. Direct staff to update the Tree Committee and the Commission on the status of the inspections.**

The motion was seconded by Commissioner Forester and carried on a vote as follows:

AYES: Commissioners Bekzadian-Avila, Brower, Forester, Kane, Leano, Munson, and Scott Toux
NOES: None
ABSENT: None

****END OF CONSENT CALENDAR****

ADMINISTRATIVE ITEMS

10. Community Based Organization (CBO) Site Visit Oral Update

Director Turner updated the Commission on the CBO site visits and thanked the Commissioners for their time. She said they conducted 23 visits.

Director Turner answered a few questions from the Commissioners.

Chair Kane invited public comment. There were no requests to speak.

The Commission received and filed this report.

11. Requests for Tree Removal Evaluation by the Commission

Deputy Director Roger presented the report and discussed criteria for tree removals.

Mr. Roger answered some questions from the Commissioners.

Chair Kane invited public comment.



Claremont City Council

Agenda Report

File #: 2698

Item No: 13.

TO: TARA SCHULTZ, CITY MANAGER
FROM: COLIN TUDOR, ASSISTANT CITY MANAGER
DATE: JANUARY 8, 2019

Reviewed by:
City Manager: TS
Finance Director: AP

SUBJECT:

AUTHORIZATION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP TO EVALUATE THE RETROFITTING, REUSE, AND EXPANSION OF THE CURRENT POLICE STATION AND CITY YARD ADMINISTRATION BUILDING

SUMMARY

Following the failure of Measure SC and the formation of the Police Station Citizens' Advisory Committee (PSCAC), staff secured the services of IDS Group to reexamine the state of the current Police Station building. IDS Group has identified necessary improvements to the facility to maintain occupant safety. This facility work is anticipated to cost between \$200,000 and \$400,000. On October 23, 2018, the City Council authorized staff to begin the competitive Request for Proposals (RFP) process for occupant safety improvements at the existing Police Station. The staff report and meeting minutes from the October 23, 2018 City Council meeting are included for references as Attachments A and B, respectively. Final changes are being made to the scoping documents so that the bid process can continue. Staff anticipates bringing the bids back to the City Council for consideration in March.

While performing their analysis, the team from IDS Group developed a concept that could potentially allow for a new structure to be built above and around the current station building. Police operations could move into the "new" portion of the building and then the existing structure could be retrofitted and reused. At this point in time, this idea is only a concept. While the team from IDS Group believes this construction method should reduce the cost of the project, the full feasibility and cost savings can only be established with additional study. IDS Group has provided an estimate of \$15,000 to complete this additional study.

Also, during the public outreach and PSCAC process, the idea of reexamining the feasibility of repurposing and expanding the administration building at the City Yard (1616 Monte Vista Avenue) was repeatedly brought up. To explore all potential options, the City Yard site would need to be

evaluated based on current space needs and operations assumptions. The City Yard site study option is also estimated at \$15,000.

On October 23, 2018, the City Council considered the recommendation from the PSCAC to have these additional studies completed. At that meeting the City Council expressed concerns about the additional analysis and directed staff to take the item back to the PSCAC for further discussion and recommendation back to the City Council. On December 5, 2018, staff presented additional information about the scope of each study as well as the approaches to be taken (more detail provided in the Analysis section of this report). The PSCAC voted to recommend that the City Council proceed with the analysis of the feasibility of retrofit, reuse and expansion of the existing Police Station, and repurposing and expanding the administration building at the City Yard.

RECOMMENDATION

Staff recommends that the City Council:

- A. Based on the recommendation from the Police Station Citizens Advisory Committee, authorize the City Manager to amend the agreement with IDS Group to increase the compensation amount by \$30,000, for a total cost of \$43,345, to provide for additional analysis of the feasibility of retrofit, reuse and expansion of the existing Police Station, and repurposing and expanding the administration building at the City Yard; and
- B. Appropriate \$30,000 from the Operating and Environmental Emergency Reserve to cover the additional cost of the agreement with IDS Group.

ALTERNATIVES TO RECOMMENDATION

In addition to the recommendation, there are the following alternatives:

- A. Take no action.
- B. Provide alternative direction to staff on how to move the Police Station project forward.

FINANCIAL REVIEW

The current contract with IDS Group is in the amount of \$13,345 for structural analysis services only. Staff recommends that the City Council authorize the City Manager to amend the agreement, increasing the compensation amount by \$30,000, for a total cost of \$43,345, to explore the potential of retrofitting and expansion of the current Police Station for feasibility and potential cost savings, and to evaluate the repurposing and expansion of the administration building at the City Yard.

The appropriation of \$30,000 from the Operating and Environmental Emergency Reserve will reduce its balance to \$5,518,541. This new balance would represent 21.0% of 2018-19 General Fund expenditures and transfers out. The City's Reserve Policy sets a minimum threshold of 25% of General Fund expenditures and transfers out for this reserve balance.

The staff cost to prepare this report and administer the contract is estimated at \$38,000 and is included in the operating budgets of the Administrative Services and Police Departments.

ANALYSIS

During prior reviews of the Police Station, it was determined that the facility is seismically deficient and does not meet current building codes or ADA (Americans with Disabilities Act) requirements.

Following the defeat of Measure SC, it was imperative that the City have both an environmental and structural review of the building to determine what needs to be done to ensure the safety of the employees working in the structure while it pursues the next options for the Police Station.

Staff enlisted the services of Ninyo and Moore, an environmental engineering firm, to look at any potential environmental issues inside and outside of the building that the City may need to address. The review showed a number of issues, such as asbestos, lead, mold and some potential issues under the site. Many of these items do not pose an immediate threat, but will need to be addressed if disturbed in the future. Staff has already addressed the areas of mold that were identified.

Approach to the Studies

In order to address concerns about additional expenditures for study of concepts that may not be feasible, each of the proposed studies will be done in a phased approach. The initial phase will focus on identifying constraints that would make the concept infeasible. Some potential constraints could include site accessibility and parking, emergency vehicle access and circulation, and design constraints that severely impact operations. If determined infeasible, the concept will be eliminated from consideration and no further funds will be expended.

Further Study of Expansion and Reuse of the Current Police Station and City Yard Administration Building

Existing Station

During the seismic evaluation of the building, IDS Group developed a concept that, if found to be feasible, could allow for the retrofitting, expansion and reuse of the current Police Station building. The consulting team believes this option should also be a less expensive option than building an entirely new structure. However, to determine feasibility, additional study of this option and how it accomplishes meeting the needs of the Police Department is required. This study is estimated to cost \$15,000.

The following questions will be answered by the study:

- a) Can the building accommodate a second floor?
- b) What seismic retrofits to the existing building are anticipated?
- c) How much area is proposed to be added?
- d) What options are available for providing the additional floor and building area?
- e) How will the space needs be provided for in a renovated building?
- f) Can the building be occupied during the renovation and expansion? What impacts to operations are anticipated?
- g) How long is the renovation and expansion project anticipated to take?
- h) What is the estimated cost to retrofit, renovate and expand the existing facility?
- i) What project/construction phasing is proposed?
- j) What is the anticipated site layout?
- k) How will the renovated building compare with a new building?
- l) What are the pros and cons for this "Path"?
- m) What are the steps for further development of this "Path"?

The following are the deliverables the IDS group will provide through the course of and at the conclusion of the study:

1. Prepare preliminary floor space plans (2 maximum) to confirm the “fit” of the necessary areas to meet the needs of the Police Department. These preliminary plans would be based on the 2016 Needs Assessment report as well as the layouts and area sizes for the proposed new building on the property.
2. Prepare a preliminary project scope of work describing the items included in the potential renovation.
3. Prepare a preliminary site plan.
4. Meet with the City and Police Department staff to review the plans and obtain comments (1 meeting assumed).
5. Update the preliminary plans based on the comments received.
6. Prepare a phasing plan for the potential retrofit, renovation and expansion.
7. Develop an opinion of construction duration based on the phasing plan.
8. Develop an opinion of probable construction cost for the proposed retrofit, renovation and expansion.
9. Attend a maximum of two (2) Police Station Citizens Advisory Committee meetings to present materials and respond to questions.
10. Attend a maximum of one (1) Claremont City Council meeting to present materials and respond to questions.
11. Prepare a summary report to present the results of the work plan development. This report will provide:
 - a. A summary description of the option proposed including the building structure modifications and building and utility system modifications.
 - b. An opinion of probable construction duration and a discussion of potential operational impacts.
 - c. An opinion of probable construction costs.
 - d. A figure illustrating a possible floor plan for each level of the renovated station.
 - e. A figure illustrating a possible site plan for the facility.
 - f. Several examples of building types that illustrate possible concepts for the building exterior.

City Yard Administration Building

During the public outreach and PSCAC process, the idea of reexamining the feasibility of repurposing and expanding the administration building at the City Yard was repeatedly brought up. To explore all potential options, the City Yard site would need to be evaluated based on current space needs and operations assumptions. The City Yard site study option is also estimated at \$15,000.

The following questions will be answered by the study:

- a) Can the site accommodate both Community Services and Police Department Operations?
- b) How much additional land would be required to meet parking and circulation demands?
- c) How much expansion of existing administration building could take place on site?
- d) Can emergency vehicle ingress and egress requirements be met?
- e) Does the entire facility need to be brought to essential services standard?
- f) What options are available for providing the additional floor and building area?
- g) How will the space needs be provided for in a renovated building?
- h) What impacts to operations are anticipated?
- i) How long is the renovation and expansion project anticipated to take?
- j) What is the estimated cost to retrofit, renovate and expand the existing facility?
- k) What project/construction phasing is proposed?
- l) What is the anticipated site layout?

- m) How will the renovated building compare with a new building?
- n) What are the pros and cons for this “Path”?
- o) What are the steps for further development of this “Path”?

The following are the deliverables the IDS group will provide through the course of and at the conclusion of the study:

1. Prepare preliminary floor space plans (1 maximum for each level of the building including the proposed addition) to confirm the “fit” of the necessary areas to meet the needs of the Police Department. These preliminary plans would be based on the 2016 Needs Assessment report as well as the layouts and area sizes for the proposed new building on the property.
2. Prepare a preliminary structural seismic assessment of the existing Administration Building to identify deficiencies that would prevent it from performing as an Essential Services building.
3. Prepare a preliminary project scope of work describing the items included in the potential renovation and addition
4. Meet with the City and Police Department staff to review the plans and obtain comments (1 meeting assumed)
5. Update the preliminary plans based on the comments received Develop an opinion of probable construction cost for the proposed retrofit, renovation and addition
6. Attend a maximum of two (2) Police Station Citizens Advisory Committee meetings to present materials and respond to questions
7. Attend a maximum of one (1) Claremont City Council meeting to present materials and respond to questions
8. Prepare a summary report to present the results of the work plan development. This report will provide:
 - a. A summary description of the option proposed including the building structure modifications and building and utility system modifications
 - b. An opinion of probable construction cost
 - c. A figure illustrating a possible floor plan for each level of the renovated building with addition

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City’s strategic and visioning documents and finds the following:

Council Priorities - This item addresses the Public Safety and Financial Stability Council Priorities.

Sustainability Plan - This item does not directly relate to the goals of the Sustainability Plan.

Economic Sustainability Plan - This item relates to the Economic Sustainability Plan.

General Plan - This item addresses the following goals and objectives of the General Plan:

6-9.1: Provide effective and comprehensive policing services and enforce laws in an equitable way.

6-9.2: Provide a state-of-the-art Police Facility and up-to-date emergency communications technology for the Claremont Police Department.

6-10: Strive to maintain the highest level of emergency preparedness for natural and man-made disasters.

2018-19 Budget - This item addresses the following Work Plan Goals:

CP-1: Implement applicable items on the City Council Priority List.

CM-3: Ensure financial stability through long range financial planning.

GG-2: Involve interested citizens in the local government decision-making process.

PS-34: Continue analysis of replacing the Public Safety Facility.

Youth and Family Master Plan - This item does not relate to the objectives in the Youth and Family Master Plan.

CEQA REVIEW

This item (entering into a contract for additional analysis) is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a "project"). CEQA Section 15378(b)(2), (4), and (5) excludes "[c]ontinuing administrative ... activities," "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," and "[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment" from its definition of "project."

Even if this item were a "project," it would be exempt from CEQA review under the general rule set forth in Section 15061(b)(3) of the CEQA guidelines that the CEQA applies only to projects that have the potential for causing a significant effect on the environment. Amending a contract for consulting services will not, in and of itself, result in any physical changes to the environment. Therefore, no additional environmental review is needed at this time.

COUNCIL COMMITTEE/COMMISSION REVIEW

On October 17, 2018, the Police Station Citizens Advisory Committee heard a presentation from the IDS Group and recommended (on a vote of 11-1, Committee meeting minutes are included as Attachment C) the following:

- A. Direct staff to begin a competitive RFP process for occupant safety improvements and bring back a contract to the City Council to complete the improvements (estimated cost \$200,000-400,000);
- B. Appropriate \$15,000 from the Operating and Environmental Emergency Reserve for additional study of the reuse and expansion option at the current site; and
- C. Appropriate \$15,000 from the Operating and Environmental Emergency Reserve for additional study of the reuse and expansion of the administration building at the City Yard.

On December 5, 2018, the Police Station Citizens Advisory Committee was presented with additional information about the scope and deliverables of what was included in the studies (the same information included above). The excerpt from the draft minutes from December 5, 2018 PSCAC meeting are included as Attachment D. The Committee voted on each proposed study individually as follows:

- The PCSAC recommended (10-4 (Keith, Jones, Gault, Sauter)) to the City Council approve the analysis of the feasibility of retrofit, reuse and expansion of the existing Police Station, to appropriate \$15,000 and authorize the City Manager to enter into a Contract with IDS Group to conduct the study.
- The PCSAC recommended (12-2 (Gault, Swick)) to the City Council approve the analysis of repurposing and expanding the administration building at the City Yard, to appropriate \$15,000 and authorize the City Manager to enter into a Contract with IDS Group to conduct the study.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted and Prepared by:

Colin Tudor
Assistant City Manager

Attachments:

- A - 10/23/18 City Council Staff Report
- B - 10/23/18 City Council Minutes
- C - 10/17/18 PSCAC Minutes
- D - Excerpt from the 12/5/18 Draft PSCAC Minutes



Claremont City Council

Agenda Report

File #: 2602

Item No: 5.

TO: TARA SCHULTZ, CITY MANAGER
FROM: COLIN TUDOR, ASSISTANT CITY MANAGER
DATE: OCTOBER 23, 2018

Reviewed by:
 City Manager: TS
 Finance Director: AP

SUBJECT:

AUTHORIZATION TO AMEND THE AGREEMENT WITH IDS GROUP TO EVALUATE THE RETROFITTING, REUSE, AND EXPANSION OF THE CURRENT POLICE STATION AND CITY YARD ADMINISTRATION BUILDING

SUMMARY

Following the failure of Measure SC and the formation of the Police Station Citizens' Advisory Committee (PSCAC), staff secured the services of IDS Group to reexamine the state of the current Police Station building and further explore the needs to retrofit and/or reuse the existing structure. IDS Group has identified needed improvements to the facility to maintain occupant safety. This facility work is anticipated to cost between \$200,000 and \$400,000.

While performing their analysis, the team from IDS Group came up with a concept that could potentially allow for a new structure to be built above and around the current station building. Police operations could move into the "new" portion of the building and then the existing structure could be retrofitted and reused. At this point in time, this idea is only a concept. While the IDS team believes this construction method should reduce the cost of the project, the full feasibility and cost savings can only be established with additional study. IDS Group has provided an estimate of \$15,000 to complete this additional study.

Also, during the public outreach and PSCAC process, the idea of reexamining the feasibility of repurposing and expanding the administration building at the City Yard (1616 Monte Vista Avenue) was repeatedly brought up. To explore all potential options, the City Yard site would need to be evaluated based on current space needs and operations assumptions. The City Yard site study option is also estimated at \$15,000.

RECOMMENDATION

Staff recommends that the City Council:

- A. Direct staff to begin a competitive Request for Proposals (RFP) process for occupant safety improvements at the existing Police Station, and bring back for City Council consideration a contract to complete the improvements (estimated cost \$200,000-\$400,000);
- B. Authorize the City Manager to amend the agreement with IDS Group to increase the compensation amount by \$30,000 for a total cost of \$43,345 to provide for additional analysis of the feasibility of retrofit, reuse and expansion of the existing Police Station, and repurposing and expanding the administration building at the City Yard; and
- C. Appropriate \$30,000 from the Operating and Environmental Emergency Reserve to cover the additional cost of the agreement with IDS Group.

ALTERNATIVES TO RECOMMENDATION

In addition to the recommendation, there are the following alternatives:

- A. Take no action.
- B. Provide alternative direction to staff on how to move the Police Station project forward.

FINANCIAL REVIEW

The current contract with IDS Group is in the amount of \$13,345 for structural analysis. Staff recommends that the City Council authorize the City Manager to amend the agreement, increasing the compensation amount by \$30,000, for a total cost of \$43,345, to explore the potential of retrofitting and expansion of the current Police Station for feasibility and potential cost savings, and to evaluate the repurposing and expansion of the administration building at the City Yard.

The appropriation of \$30,000 from the Operating and Environmental Emergency Reserve will reduce its balance to \$5,514,043. This new balance would represent 21.0% of 2018-19 General Fund expenditures and transfers out. The City's Reserve Policy sets a minimum threshold of 25% of General Fund expenditures and transfers out for this reserve balance.

The staff cost to prepare this report and administer the contract is estimated at \$28,000 and is included in the operating budget of the Administrative Services Department and Police Department.

ANALYSIS

During the initial review of the Police Station it was determined that the facility is seismically deficient and does not meet current building codes or ADA (Americans with Disabilities Act) requirements. Following the defeat of Measure SC it was imperative that the City have both an environmental and structural review of the building to determine what needs to be done to ensure the safety of the employees working in the structure while it pursues the next options for the Police Station.

Staff enlisted the services of Ninyo and Moore, an environmental engineering firm, to look at any potential environmental issues inside and outside of the building that the City may need to address. The review showed a number of issues, such as asbestos, lead, mold and some potential issues under the site. Many of these items do not pose an immediate threat, but will need to be addressed if

disturbed in the future. Staff is preparing to address the mold found in two small areas within the building.

Staff also contracted with IDS Group to look at the structure to determine what needed to be done to address the previously identified seismic and ADA issues in the building, both on a long-term and short-term basis. IDS has prepared a list of items that should be addressed in the near term to ensure the safety of the Police Department staff. They also prepared a list of improvements that should be made if the Police Department is to remain in the structure for a longer period of time. These items would strengthen the building by reinforcing the connections between the walls and ceilings and bracing and supporting electrical and mechanical equipment. These, more extensive improvements, are not being recommended at this time.

Occupant Safety Improvements

IDS Group has identified improvements that need to be made to the facility for occupant safety. This work is anticipated to cost between \$200,000 and \$400,000. The identified improvements are as follows:

Minimal improvements can be implemented now to improve occupant safety:

- Independent support of lights and mechanical registers in suspended ceiling
- Anchorage of tall narrow furniture and contents
- Bracing of partitions with mounted equipment/millwork
- Installation of flexible gas line connection on mechanical equipment
- Repair of concrete spalls on building exterior roof overhang
- Additional ADA work (20% of the cost)

At this time, staff requests direction to prepare an RFP on cost and approach by contractors qualified to do this type of work. The proposals will be brought back to the City Council for review and appropriation once the actual costs are known.

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Submitted and Prepared by:

Colin Tudor
Assistant City Manager

CLAREMONT CITY COUNCIL**MINUTES**

Tuesday, October 23, 2018, 2018 - 6:30 p.m.
City Council Chamber
225 Second Street, Claremont, California

CALL TO ORDER

Mayor Nasiali called the meeting to order at 6:33 p.m.

PLEDGE OF ALLEGIANCE - led by Evan and Rhys, Maureen Aldridge's grandsons

MOMENT OF SILENCE**ROLL CALL**

PRESENT COUNCILMEMBER: CALAYCAY, LYONS, NASIALI, PEDROZA,
SCHROEDER

ABSENT COUNCILMEMBER: NONE

ALSO PRESENT Tara Schultz, City Manager; Colin Tudor, Assistant City Manager; Alisha Patterson, City Attorney; Dave Roger, Interim Director of Community Services; Brad Johnson, Director of Community Development; Aaron Fate, Police Captain; Anne Turner, Director of Human Services; Shelley Desautels, City Clerk

CLOSED SESSION REPORT

City Attorney Patterson stated there was no reportable action.

CEREMONIAL MATTERS, PRESENTATIONS, AND ANNOUNCEMENTS

The City Council recognized the Claremont Centenarians - Ernestina Avila (100), Berta Barrera (106), Velma Beckett (100), Ruth Calkin (100), Iva Lee Carpenter (101), Lucille Carr (104), Dorothy Finerty (104), Goldie Foster (101), Wayne Horswell (101), Ingrid Hvalso Petersen (101), Blanche Hyde (101), Vera McLlwaine Laughton (100), Jean Mickey (101), Paul Minning (101), Dorothy Modjeska (100), Daisy Osborne (100), Bernice Pollock (101), Iola Robinson (101), Marilee Scaff (104), Lansing Travis (100), Mary Wenker (100)

The City Council recessed at 6:47 p.m.
The City Council reconvened at 6:51 p.m.

The City Council recognized Maureen Aldridge, Retiring Executive Director of the Claremont Chamber of Commerce

CITY MANAGER REPORT

City Manager Schultz reported that the Foothill Boulevard improvement project will begin Monday, October 29, at Monte Vista. The City has a dedicated web page for residents to check on construction updates for this project at any time. She reminded all that October 27 is the annual Village Venture Craft Fair, and on October 31 the City will host its annual Spooktacular in the Village. Lastly, she reported that the Claremont Pooch Park will be closed from November 1 to December 1 for annual turf renovation.

PUBLIC COMMENT

Mayor Nasiali invited public comment.

Amy Crow, Claremont Library Manager, announced that the newly renovated Library will reopen November 26 and the express Library located at the Alexander Hughes Community Center will close November 17. She also shared that the Friends of the Claremont Library will be holding a book sale on December 8.

There were no other requests to speak.

CONSENT CALENDAR

Mayor Nasiali invited public comment on the Consent Calendar.

There were no requests to speak.

Routine Administrative Items

1. Adoption of a Resolution Approving City Warrant Registers
Adopted Resolution No. 2018-59, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID, dated October 18, 2018
2. City Council Minutes of October 9, 2018 (Regular)
Approved and filed.
3. 2017-18 Chamber of Commerce Visitor Center Services Annual Report
Received and filed the Chamber of Commerce Annual Report for 2017-18

Councilmember Calaycay moved to approve the Consent Calendar, seconded by Councilmember Schroeder, and carried on a vote as follows:

AYES: Councilmember – Calaycay, Lyons, Nasiali, Pedroza, Schroeder
NOES: Councilmember – None

PUBLIC HEARING

4. Proposed Amendment to the Claremont Municipal Code (#18-CA03) Reinstating an Inclusionary Housing Requirement for Development of New Rental Housing Units Citywide. City-Initiated

Brad Johnson, Director of Community Development, highlighted the staff report and responded to questions from the City Council of whether credits are given to developers when affordable units are constructed, low to very low income requirements for rental housing units, in-lieu fees, density of units constructed, Courier Place, status of the renovation project on Arrow Highway, how much is in the housing fund, and what the money in the housing fund can be used for.

Mayor Nasiali invited public comment.

There were no requests to speak.

Councilmember Lyons is pleased that the City is being accountable to the Housing Element of the General Plan. However, he is disappointed that the City Council does not place a greater emphasis on the requirement that new development meet the City's principles of providing housing opportunities for those across the economic spectrum. He is pleased that inclusionary housing requirements can now apply to rentals but believes there is a lot more that can be done to address housing issues.

Councilmember Pedroza spoke in support of the comments made by Councilmember Lyons; however, the required number of affordable units needed in the City is very out of reach. The City has been able to create moderate income level housing but there have not been any good ideas proposed to address affordable housing.

Councilmember Schroeder explained that in order for the City to get its Housing Element approved, the State uses a methodology that includes every open space, whether the open space is City owned or not. The Council has been criticized about this process; however, this process is the State's. The City Council knows that housing will not be built on these open spaces; however, they must be reported as potential affordable housing sites.

Councilmember Calaycay stated that the whole process is dysfunctional.

Mayor Nasiali added that by adopting the proposed ordinance, the City will reinstate inclusionary housing requirements for new rental developments, which is good and is an attempt to provide as much affordable housing as possible. The challenge is that the City does not have enough land for residential project development. He spoke in support of the proposed ordinance even though the proposed ordinance might not produce much yield.

Councilmember Schroeder added that accessory dwelling units may be used as a small piece to address the housing crisis but will not solve the problem.

Mayor Nasiali does not want to overpromise that accessory dwelling units will solve the housing problem.

Councilmember Calaycay added that people who inherit homes from their parents are not being accounted for in the State's methodology for affordable housing. Their income level is not factored into inclusionary housing requirements.

Councilmember Calaycay moved to introduce for first reading AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, AMENDING CHAPTER 16.036 OF THE CLAREMONT MUNICIPAL CODE PERTAINING TO INCLUSIONARY HOUSING REQUIREMENTS, seconded by Councilmember Lyons, and carried on a roll call vote as follows:

AYES: Councilmember – Calaycay, Lyons, Nasiali, Pedroza, Schroeder
NOES: Councilmember – None

ADMINISTRATIVE ITEM

4. Authorization to Amend the Agreement with IDS Group to Evaluate the Retrofitting, Reuse, and Expansion of the Current Police Station and City Yard Administrative Building

City Manager Schultz; Assistant City Manager Tudor; Ali Cayir, Transtech; and David Pomerleau, IDS Group, gave a PowerPoint presentation and responded to questions from the City Council related to reasonable costs associated with retrofitting the current police station, if employees would be able to remain in the building during the construction of a second floor, how safe the police facility would be after the proposed improvements were made, the Police Station Citizens Advisory Committee's review of the different steps available, previous study of the City yard, functionality of the police facility after seismic improvements were made, estimated cost to complete the seismic improvements, and if the seismic improvements will make the building safe for the employees.

Mayor Nasiali invited public comment.

Matt Magilke, Chair of the Police Station Citizens Advisory Committee (PSCAC), stated that the presentation given to the City Council was different from the presentation given to the PSCAC. The PSCAC was told very clearly that 1.5 million dollars would keep the roof from falling on employees if a 6-7 magnitude earthquake struck.

Russ Binder questioned how long the seismic improvements would take, as it is difficult to live in a structure that is being remodeled. He raised concern about how well the Police Officers will be able to respond and take care of the citizens of Claremont during this remodel.

Sally Seven, Claremont resident and PSCAC member, appreciated the questions posed by the City Council and stated that the Council received a much more detailed presentation than what the PSCAC received. She is concerned with how much distrust the community has in its local government.

There were no other requests to speak.

Councilmember Calaycay would like to give the PSCAC the tools to do their job. He is concerned after hearing from Mr. Magilke and Ms. Seven. They feel information received by the Committee that led to their decision was not the information presented at tonight's meeting. If a new consultant will be reviewing this project, he would like for someone to tell him what he should and needs to know, not what he wants to hear. There needs to be real and meaningful information gathered.

City Manager Schultz commented that the presentation shown to the City Council did have minor changes compared to the presentation given to the PSCAC, but the engineering information is almost identical in both presentations. When the City Council presentation was being created, City staff wanted to include additional information of what was discussed at the PSCAC meeting.

Councilmember Calaycay would like to make sure that information is consistent. When the question was asked about the 1.5 million dollars needed to address seismic issues it is being suggested that even after completion of those improvements, all seismic issues will not have been addressed. Mr. Magilke asked if the seismic improvements will prevent the roof from falling, and the answer he was given was yes.

City Manager Schultz confirmed that 1.5 million dollars will address all seismic issues at the police facility. The \$200,000 to \$400,000, as referenced in staff's recommendation A, does not make the building seismically secure.

Councilmember Lyons stated that all issues raised by the PSCAC were already asked and addressed by two previous citizen committees formed to research the police facility. Tonight's explanation was clear and the request for studies are for building use studies instead of seismic studies. He is upset that there is a distrust of the process and the City is being undermined by misreporting. The City Council is frustrated, the citizens are confused which leads to distrust, and the question of the need for a new police facility is still as real as it was 20 years ago.

Councilmember Schroeder stated that the City has been working on a new police station for the past 15 years. He believes the City's first priority should be making the police facility a building that is safe for the employees working there. He spoke in support of staff's recommendation.

Councilmember Pedroza spoke in support of staff's recommendation A as that is a step towards making the police facility a safer building. He agreed with Councilmember Lyons' concern about the distrust of the City Council. He hopes the PSCAC takes the time to look at all aspects and listens to what the community has requested. He does not support staff recommendations B and C as the City needs to use a different approach.

Mr. Cayir responded to Mr. Binder's question posed during public comment stating the construction for seismic improvements and a second story on the existing police facility would take at least sixteen months, and there will be impacts to personnel at the Police Station.

Councilmember Schroeder added that the Police Department's efficiency is already affected as the current Police Station building does not meet service needs of the Police Department.

Councilmember Lyons remembers a past study that detailed inconveniences. The Council has heard all options and has had cost details prepared that show there will be incidentals and additional costs.

Mayor Nasiali acknowledged that the City cannot provide a safe police facility on the cheap. It is foolish for people to believe that by fixing seismic deficiencies for 1.5 million dollars everything is taken care of. The need is not just for seismic safety. There are other things that need to be provided in order for the Police Department to do their jobs. The City needs a police facility that will give the Police Department the equipment and facilities needed to serve the public. The City has already spent \$552,904 for studies on the police station, and there is still a problem. He is frustrated with the option for additional studies as the City has already spent \$552,904 on studies. He does not want to keep spending money on studies and the problem is still prevalent. He is not in favor of staff's recommendations. He would like the PSCACC to continue looking at ideas and be reasonable, rational, and practical about their recommendations.

City Manager Schultz clarified that staff's recommendations brought forward to the City Council tonight are based on recommendations that were made to the PSCAC.

Mayor Nasiali appreciates the Committees' service but the City Council is responsible for appropriating funds. He is not comfortable spending money even though the Committee is

making the recommendation. He could be persuaded to spend \$15,000 to analyze the City Yard if indeed a case can be made for that being functional and less expensive.

Councilmember Schroeder asked all to remember that if the police station is not functional due to a seismic event, Plan B is to use the Emergency Operations Command center and rent trailers for office spaces. That cost would be an estimated \$2-3 million per year.

Councilmember Schroeder moved to direct staff to begin a competitive Request for Proposals (RFP) process for occupant safety improvements at the existing Police Station, and bring back for City Council consideration a contract to complete the improvements (estimated cost \$200,000-\$400,000), seconded by Councilmember Pedroza, and carried on a roll call vote as follows:

AYES: Councilmember – Calaycay, Lyons, Pedroza, Schroeder
NOES: Councilmember – Nasiali

Councilmember Schroeder moved to authorize the City Manager to amend the agreement with IDS Group to increase the compensation amount by \$15,000 to provide for additional analysis of the feasibility of retrofit, reuse and expansion of the existing Police Station, seconded by Councilmember Lyons.

Mayor Nasiali stated that IDS Group has already done analysis and is not comfortable with Councilmember Schroeder's motion as he is unsure of what else there is to study.

City Manager Schultz clarified that IDS Group would study the potential to expand the current building and what that total cost would be.

Mayor Nasiali stated that the additional study proposed is fantastically crazy.

Councilmember Pedroza believed that the notion of expanding the current police facility was already studied. He spoke against the proposed motion.

Councilmember Calaycay stated that after listening to the PSCAC members, he questioned if they would have the same recommendation after hearing the presentation given to the City Council.

Councilmember Schroeder stated that his next motion will be to send the recommendation for additional analysis on the City Yard back to the PSCAC as he has heard tonight the Committee may not have gotten all information needed.

Councilmember Calaycay suggested that both staff recommendations b and c be sent back to the PSCAC. He would like to give the Committee the tools needed to do the job.

Councilmember Lyons withdrew his second, and Councilmember Schroeder withdrew his motion.

Councilmember Schroeder moved to direct the Police Station Citizens Advisory Committee to review and send back recommendations to the City Council on the amended agreement with IDS Group to increase the compensation amount by \$30,000 for a total cost of \$43,345 to provide for additional analysis of the feasibility of retrofit, reuse, and expansion of the existing Police Station, and repurposing and expanding the administration building at the City Yard, seconded by Councilmember Calaycay.

Councilmember Pedroza spoke in support of the proposed motion so the PSCAC can review it again. He hopes that people who participated in the early studies and proposals can provide comments and be a resource.

Mayor Nasiali hopes the PSCAC has heard tonight's discussion and City staff can give the full report. As some have expressed distrust, he is willing to let the Committee review this notion again.

The motion carried on a roll call vote as follows:

AYES: Councilmember – Calaycay, Lyons, Nasiali, Pedroza, Schroeder
NOES: Councilmember – None

MAYOR AND COUNCIL

Council Items

Councilmember Schroeder attended the Public Employees Retirement seminar and received a presentation directed at elected officials. The seminar was interesting, and the information given at that seminar has been given to City staff to distribute to the entire City Council.


ADJOURNMENT

Mayor Nasiali adjourned the meeting at 9:38 p.m. The next regular meeting of the Claremont City Council will be held on Tuesday, November 13, 2018, at 6:30 p.m. in the Claremont City Council Chamber, 225 Second Street, Claremont.



Mayor

ATTEST:



Deputy City Clerk

**Police Station Citizens Advisory Committee
MINUTES
Wednesday, October 17, 2018
6:00 P.M., Hughes Center – Padua room**

Present: Richard Chute, Harold Gault, John Jocelyn, Aundre Johnson, Matthew Jones, Jim Keith, Matthew Magilke, Anthony Nelipovich, Katharine Rosacker, Joyce Sauter, Sally Seven, Jess Swick, Frank Bedoya; City Manager Tara Schultz, Assistant City Manager Colin Tudor, Chief Shelly Vander Veen, Captain Aaron Fate, Finance Director Adam Pirrie, Management Analyst John Costa; Assistant to the City Manager Jamie Harvey, Sr. Administrative Assistant Lisa Amaya; Transtech Engineers, Inc. - Ali Cayir; Ninyo & Moore - Jay Roberts and Michael Cushner; IDS Group - David Pomerleau

Not Present: David Burgdorf, Elizabeth Pfau, John Watkins

Chair Magilke called the meeting to order at 6:04 p.m.

City Manager Schultz stated there was a request to move Item #4 after the approval of the minutes so that the Engineers could make their presentations and respond to questions in the beginning of the meeting.

Ms. Seven moved that the agenda be rearranged so that Item #4 comes after the minutes; seconded by Richard Chute and unanimously approved.

1. POLICE STATION CITIZENS ADVISORY COMMITTEE MEETING MINUTES

Ms. Seven stated that on page 6 of the minutes, she would like to add "GO Bond" to her comments so that it reads, "...more of them would have supported the GO Bond Measure."

Chair Magilke noted an error on page 6 as well. He said the vote to appoint him as Chair was not unanimous; it was a 10-1-4 vote.

Ms. Seven moved to approve the Police Station Citizens Advisory Committee meeting minutes of August 28, 2018, as amended; seconded by Mr. Johnson; and carried on a roll call vote as follows:

AYES: Committee Members Chute, Gault, Jocelyn, Johnson, Jones, Keith, Magilke, Nelipovich, Rosacker, Sauter, Seven, and Swick

ABSENT: Committee Members Burgdorf, Pfau, and Watkins

The minutes will be amended to reflect Ms. Seven and Chair Magilke's comments.

City Manager Schultz shared staff's concerns after Measure SC failed, specifically that the station was unsafe, wasn't built to code, and didn't meet ADA requirements. She believed it was important to take a serious look at the station to determine what could be done to ensure the safety of employees who work in the building. She reached out to Ali Cayir from Transtech, who is a well-respected contractor she had worked with in the past. Mr. Cayir worked with staff on Request for Proposals (RFPs) from environmental and structural firms. City Manager Schultz explained that she sought out a firm that would have a neutral perspective on how they can move forward with the station, because of concerns that were brought up at the last

PSCAC meeting. After reviewing proposals, staff selected an environmental firm and a structural engineering firm, and they will make presentations tonight on the results of their analyses.

City Manager Schultz stated she wanted to discuss some paths forward with the Committee as well as their recommendation to the City Council. She is prepared to ask for additional funds next week so that staff can gather further information on some items.

City Manager Schultz noted the six different paths that will be discussed tonight aren't the only options; however, it's what they currently have.

Paths

1. Occupant Safety Improvement
2. Building Performance Improvements
3. Systems for Intermediate Length Occupancy
4. Expand and Retrofit (requires additional study): \$15,000
5. City Yard Administration Building Expansion and Reuse (requires additional study): \$15,000
6. New Building on Existing Site

Mr. Nelipovich stated that it seems City leadership and staff aren't working together, given that money was spent on new patrol vehicles and now staff is asking to spend more on a new station. He believed the purchase of vehicles could have been delayed.

Vice Chair Gault questioned why money should be spent on patching up the existing station. Although it is out of spec, the station is still operational as-is and did not collapse during the recent earthquake. With that said, he believed that every effort should be made on getting a new station because repairs would only be temporary and expensive and wouldn't address the overall seismic problems.

Mr. Jocelyn commented on the lack of confidence residents have with how the City spends money and questioned the costs associated with Path 1.

City Manager Schultz responded to questions from the Committee related to police vehicles being budgeted items and must be replaced on a regular basis; the engineers addressing the Committee's concerns/questions as they present their environmental and structural analyses, as well as reviewing options for making the police facility safe and functional; commented that staff is working toward another measure because the building needs to be safe now for the people who work in it; and commented on the OSHA complaint the City received immediately after the last election. She said there's no way to avoid spending money on this building.

City Manager Schultz added that staff has received feedback from residents in person or via ThoughtExchange and is well-aware of the lack of trust residents have toward the City. It's crucial that staff listens and shares as much information as possible moving forward to gain that trust back.

2. ENVIRONMENTAL & STRUCTURAL ANALYSIS – Presentation

City Manager Schultz introduced Ali Cayir from Transtech Engineers, Inc.

Mr. Cayir reviewed the PowerPoint presentation and responded to a question related to the target budget for Path 1.

Mr. Jay Roberts, PG, CEG from Ninyo & Moore commented on the environmental issues on the current site and for the building itself.

Mr. Mike Cushner, Sr. Project Manager from Ninyo & Moore, oversaw the hazardous material survey that was performed on the interior and exterior of the building. He spoke about the assessment and reported there is asbestos, lead, and mold in the building. However, it's intact and poses no immediate environmental concern to the health and safety of everyone working in the building. There are a couple of small areas of visible mold growth that will be removed soon.

Mr. Cayir, Mr. Roberts, and Mr. Cushner responded to questions related to whether vapors were found and if so, how it would be addressed; if asbestos would be disturbed if structural changes to the building were made for more stability; and if the contractors could determine where asbestos is located before any renovations are made.

Mr. David Pomerlau, Structural Engineer from IDS Group, said his team performed the preliminary study looking at the existing reports and documentation that were previously done, as well as walking through the building for both the structural and architectural surveys. He highlighted the report and responded to questions related to what would be considered a major seismic event; if the building's roof would fall during an earthquake; and if there's a price to fix the station so that it's usable. He believed a magnitude 6 or 7 earthquake would be considered a major seismic event.

Mr. Cayir reviewed each path in more detail and responded to questions from the Committee related to what the estimated construction cost would be. Using the industry cost range, he said the cost would be close to \$1k per square foot and would include soft costs. However, at this point they only have general numbers to compare. His team is looking at all opportunities and they believe renovating the station is possible and would be a less expensive alternative.

Mr. Cayir and Mr. Pomerlau responded to questions from the Committee related to constructing a second level above the existing building and the costs associated with renovation. Those costs can't be determined until they know what the renovations will be. There would also be costs for inside the building.

City Manager Schultz stated that IDS Group was hired to conduct a structural analysis; however, their team brought the idea of reusing the existing building to City staff as an alternative option. She wanted the Committee to be aware of that option and said it's important to remember it's only an idea and hasn't been explored yet. She added that the community and some Committee members expressed interest in exploring the City Yard building as well.

City Manager Schultz clarified for a Committee member that structural work is a necessity now to ensure the safety of employees who work in the station. She added that if the Committee recommends City staff pursue reusing the existing facility, the investment made in the current structure would not be lost.

Mr. Cayir noted there are multiple paths forward to discuss tonight, with varying costs associated to them whether they are for building new or renovating the current station.

Chief Vander Veen responded to Chair Magilke's question related to how many square feet would be required for essential services. With the last Ad Hoc Committee, Chief Vander Veen said they determined an (approximate) 25k square foot building would be sufficient and she believes that to still be true. She also confirmed that it's more expensive to build to essential services standards.

Mr. Cayir commented on the site layout for the building and pointed out some opportunities that could be considered to maximize space on the lot.

Mr. Keith asked if there was an explanation as to why the latest finding indicates the building would withstand a major seismic event, with some strengthening, and yet the previous analysis noted otherwise. He also asked if staff had reached out to the previous firm to discuss the matter.

Chair Magilke noted this was why he had expressed his concerns at their first meeting regarding the selection of the previous engineering firm.

City Manager Schultz responded staff hasn't reached out to the previous firm, but Mr. Cayir's team did review the previous report. Staff is considering reusing the current building at the Committee's request. She was also focused on what could be done to ensure the safety of everyone in the station.

Mr. Swick said he wasn't convinced the previous engineering firm was considering ways to reuse the building when they did their walk through. City Manager Schultz said she doesn't know that that was actually part of their review. Mr. Swick said he's very encouraged by the new report.

Chair Magilke invited public comment.

One member of the public believed the community should know the roof isn't as dangerous as originally reported. The public should know it's a possibility to reinforce the roof.

City Manager Schultz and Mr. Cayir both responded that the roof could collapse, and it's still a major concern.

Ms. Seven commented on having two opposing findings and believed it would be a mistake to take the latest findings to the public too quickly. She wondered if they could have experts weigh in on the matter first.

Chair Magilke invited comments from the Committee.

Mr. Pomerlau noted his firm would generally agree with the previous firm's conclusion that the building and detailing do not meet the standards that it was reviewed to. There are concerns with connections that don't meet current code. He said they're not indifferent with those conclusions, however, they do see opportunities for reuse with strengthening.

Mr. Jones asked about the longevity of the building once it's strengthened and Mr. Pomerlau responded that it would last 40 years.

Mr. Chute asked if the two firms were actually tasked with looking at reuse.

Assistant City Manager Tudor pointed out that the initial part of the scope for both firms were very similar, as well as the findings as they relate to the issue of the connections with the roof. However, the previous architect had concerns with the costs being prohibited and still performing differently than a new building would. He explained that newer construction would flex more during a seismic event.

Mr. Pomerlau further explained the difference in movement with a rigid building and said the current connections would be damaged during a seismic event.

Assistant City Manager Tudor noted that IDS has presented different ideas about the costs of retrofitting the building, but the connections of the building remain a concern. The difference now is that the new firm is considering options that weren't previously considered and they have different assumptions on retrofitting costs. It's important to note that a lot of details were presented with the last report and the details haven't been worked through with this new concept yet. Once the details have been factored in, staff will have a better idea on whether it would be more cost effective to retrofit the building.

City Manger Schultz invited public comment.

Mr. Cayir responded to a question from one member of the public related to whether it's common practice to retrofit a building this size. He said all structural engineers follow the same procedures. Mr. Pomerlau added the construction detailing they are considering for strengthening the building is very common.

Assistant City Manager Tudor noted the standards they are looking at now have also changed.

Ms. Rosacker asked how much of the current facility could be used during the retrofitting process and with construction going on. Mr. Cayir responded the goal is to have maximum use of the facility, but that it could be a matter of days/weeks while they temporarily move things around.

Mr. Cayir and Mr. Pomerlau responded to Ms. Seven's question related to how the second floor would be built. Essentially, they would build the columns outside the existing building and they would have their own foundations. The existing structure would be strengthened prior to building the second floor.

City Manager Schultz said the Committee would come back to this item when they discuss which paths moving forward will be presented to City Council next week.

3. FEEDBACK RECEIVED AT COMMUNITY WORKSHOP AND THROUGH THOUGHTEXCHANGE

Public Information Officer Bevin Handel stated she would be presenting some summaries of the two public engagement opportunities the City had prior to this meeting: the community workshop on September 26 and then ThoughtExchange, an online platform. The goal of these efforts was just to listen to the community, not to moderate. What are the concerns and issues people are talking about? The results are to inform the Committee, so they have this information moving forward.

Ms. Handel highlighted the PowerPoint presentation for the September 26 workshop. There were twenty participants from the community, along with staff facilitators and Committee members at each of the six tables. She reviewed the comments that were gathered on the three topics of discussion that evening: Financing, Design & Needs, and Past Ballot Measures.

Ms. Handel also commented on the outreach for ThoughtExchange, an online platform where citizens can provide thoughts and rate other people's thoughts. It is not moderated by the City. The question posed was, "What important perspectives should the City consider when moving forward with the police station?" Staff wanted to listen to the community's opinions and get the temperature of what is out there. She shared the various ways that ThoughtExchange was advertised. In total, there were 166 participants, 224 thoughts, with 797 ratings.

Ms. Handel responded to questions related to the small percentage of residents who participated in the polls. She explained during the last measure, staff held two open houses at the Police Station, two community meetings, all the Coffee With A Cop events and they had only 41 people who participated in the poll. Additionally, Ms. Handel commented on the demographics of the respondents.

Ms. Handel then commented on a handout that was provided with the Top 20 thoughts that people agreed upon and some topics that had a lot of interaction. Some of the highest rated topics included: the Colleges should contribute more, fairness of finance mech; businesses need to contribute; tax fatigue (too many taxes in general); campaign tactics; impact to the City budget; Sheriff's contract; and alternative to new construction (renovation). All 244 comments were included as an attachment in the Committee's packets.

Assistant City Manager Tudor explained staff is still working on some ThoughtExchange reports and will be sharing that information when they can.

Ms. Handel responded to questions related to the results of the workshop and ThoughtExchange comments and stated it's a way for staff to know the touch points in the community. She explained the rating system as well.

Chair Magilke invited public comment.

One member of the audience asked if there was a way to verify whether different individuals were submitting comments or if it was the same few submitting multiple times. Ms. Handel responded that staff could see the IP addresses and said it was okay for someone to have multiple responses. The IP addresses were taken into account for report purposes.

Ms. Handel responded to questions from the Committee related to whether residents knew how ThoughtExchange worked and how residents were notified about it; why the City didn't conduct a traditional survey; the benefits of ThoughtExchange; and she shared that ThoughtExchange is available to use to run other queries, at no cost, if the Committee wished to see other data.

Mr. Chute shared that he served on the School District's committee and is familiar with online surveys. He spoke in favor of ThoughtExchange, which gathers a broad range of opinions, so

City staff and the Committee knows what the community is thinking. He believed having 166 expressed opinions is a really good number for the Committee to review. However, what the Committee decides to do may or may not be impacted by those results.

Ms. Sauter asked if a newsletter could go out to residents informing them of the Committee's discussions/decisions. Ms. Handel responded the City's Newsletter provides that information and the November newsletter will address what this Committee is doing. Additionally, City staff will use various methods to promote and to explain or provide information on what this Committee is doing throughout the entire year.

City Manager Schultz added to Mr. Chute's comments about school districts using online surveys by commenting on the convenience of these tools for parents. The surveys are easily accessible, it's a good way to reach out to citizens, and ThoughtExchange allows them to participate even when they can't attend meetings.

Lastly, one member of the audience wanted to know how many people purchase the Claremont Courier. She wondered if some sort of progress report could be published in the paper. Ms. Handel responded two articles were published in the Courier, and she will ensure they get this information as well. Another member of the audience responded that the Courier had 3,300 newspapers in their last circulation.

4. ADDITIONAL FEEDBACK FROM COMMITTEE MEMBERS - Discussion

Ms. Handel said at the September 26 workshop some committee members expressed concern and wanted to know when they would be able to give their opinions/comments on the police station issue. Their comments will be heard tonight.

City Manager Schultz asked the Committee if there is anything staff missed.

Mr. Nelipovich commented on the tax burdens that residents are already dealing with and stressed the importance of presenting this information to all residents so that they understand all of the reasons and benefits to the city on voting for this. He also thought any marketing efforts should be strong because he believed it's our last chance for a new station.

Mr. Chute shared that his sense of trust with the City is stronger than some in the community, and he wanted to share some perspectives regarding the planning process. Specifically, he noted the lack of reports that the architect or the community could rely on in terms of trying to understand what their goals are for this project. He commented on the benefit to all of having a source document to explain the difference in cost for the first station proposal compared to the second proposal and said it would be prudent to do more planning to answer some of those questions. He believed the Committee has more work to do in terms of understanding the needs of the Police Department and the community, he recommended grouping together several of those paths forward for further exploration, said he appreciated seeing multiple paths forward that have some flexibility and to hear about a possible reuse of the station. He said being thorough would add to the trust level to the community and he didn't believe the Committee has the beginning base of knowledge to do that. Lastly, he commented on spending time researching the project, but that's something the Committee can't expect the community to do.

Mr. Keith believed there were three major options for the station: 1) build a new, but smaller station at the current location; 2) reuse the existing station, and 3) renovate the City Yard building. However, they haven't been presented information on the City Yard option or the cost to make the existing station safe. Without the costs for any of those three options, Mr. Keith believed it would be premature to recommend any of them. One thing that will remain consistent is how much space will be needed. He commented on being on the previous committee and said he has some knowledge of how it went from \$50M to \$25M, questioned what could be done to reduce the costs further and what would they lose with further cuts, and he also believed there is a lot of work yet to be done. He said he appreciated the information on office space that would be required in a new station and said that's the kind of transparency they need, as well as having the drawings available. Lastly, he said false information in the Courier, just before the last vote, was very misleading about the gym. It's critical to have numbers available for residents to review the next time this issue goes before the voters.

Ms. Seven expressed concern about the lack of trust in the City and said it's something they must take very seriously. Having been involved with the last committee as well, she had a sense the design was based on a needs analysis and the process involved collaborating with people who work in the building. She was much more comfortable about the proposed station than other people in the community. She echoed Mr. Keith's comments about false information that was circulated, believed the Committee must address how to get the community to feel that City information is open and accessible to them, and she commented on a chart from 2012 that listed the City's indebtedness and requested an updated chart. Communication is a major problem and watching for misleading information and responding to it in a way that doesn't make it worse is important as well.

Mr. Johnson asked if there was any other mechanism for financing the station, without raising taxes. He wondered if the City could sell assets or find other creative ways to finance it.

Mr. Jocelyn echoed Mr. Johnson's comments and added that during the first Committee meeting, he had requested a list of assets the City could sell to offset the costs. He also wondered what "fat" they could trim from the City. He realizes a new station will require some amount of taxes to be raised, but that shouldn't be the sole funding mechanism. He questioned how much the City wants a new station and asked if they willing to cut somewhere else. He believed it should be a combination of both.

Mr. Gault said they're dealing with two different subjects, the station design and financing. After hearing the survey results, it's clear to him that financing is more important than design and residents are opposed to financing the station solely with a property tax increase. He believed some of the costs should be shared by the Colleges and non-profits, the Police Department's needs should be a priority, he commented on the contradictions of the charts shown earlier and liked the unique approach for adding a second story but said there was no mention of an elevator (for ADA requirements). He wondered what Police Department staff would prefer - a single or two-story station - and said everyone must be on the same page and work to find the best method of financing. He also commented on residents' distrust of the City after the water company debacle.

5. COMMITTEE RECOMMENDATIONS TO THE CITY COUNCIL ABOUT NEXT STEPS –
Presentation

City Manager Schultz commented on the paths to move forward that were presented tonight and said she needs a recommendation from the Committee to take to City Council. Each option presented has a cost associated with it, but it gives the Committee an opportunity to decide which option they'd like to support. She said financing is an important element that still needs to be addressed, regardless of which option/s they decide to recommend.

City Manager Schultz stated the City is dealing with a structural deficit and a finance committee has been established to look at financial opportunities for the future. She has reiterated to that committee one of their recommendations to City Council, and one of the City's priorities, is to build a new police station. She said it's a very fine line they have to walk because the community only wants to pay so much for certain items. She is also open to any ideas the Committee has about financing. The structural deficit issue and the police station are both priorities.

Chair Magilke asked if she could explain what a structural deficit is so that everyone has a clear understanding.

City Manager Schultz explained the City anticipates having a \$1.3M structural deficit for the next year and said the City isn't bringing in the revenues necessary to cover their expenses on an ongoing basis. They aren't dipping, however, the expenses are outpacing revenues. She explained that expenses such as retirement/PERS costs and utility and Lighting & Landscaping District assessments continue to increase; labor costs affect our contract services; and Workers' Compensation and Liability are also affecting the City.

Chair Magilke reiterated in a nutshell the City's revenue is less than their expenses and it's being covered by reserves.

City Manager Schultz responded the City hasn't covered that deficit with any reserve funds and is trying to avoid doing so. She commented on budget cuts that affected staffing levels and said staff will be evaluating whether they need vacant positions filled. She said it slowly affects the service levels staff provides and they try to adjust, so that the community isn't impacted.

City Manager Schultz responded to Mr. Nelipovich's questions related to whether the City would need to acquire more land to build a station at the City Yard, and if the City has unfunded liability of \$30-\$40M for the Police Department's pension fund. She said staff would first need to evaluate the building to determine if it is usable or can be renovated to essential services standards. She confirmed the City currently has unfunded pension liability of \$49.6M and various factors go into that amount.

City Manager Schultz wanted to ensure the Committee and the community understands she has no problem sharing information, however, she wants that information to be complete and accurate. She added that she doesn't want to derogate the credibility staff is trying to establish during this process.

With regard to the Committee's recommendation to City Council, Chair Magilke stated it's important to look at every option. The City Yard option could potentially be cheaper, and the Department isn't opposed to moving to that site. Chair Magilke supported all three of the listed recommendations.

Mr. Nelipovich expressed his opposition to spending \$15k to acquire more land at the City Yard site and said Recommendation #3 was a waste of money at this time. He believed this option should have been included in the first two proposals when the City Yard site was initially discussed.

Vice Chair Gault asked for clarification on the wording for the recommendation and asked if staff had already made a decision on the recommendation. He also commented on the process for building a second floor and believed the City should just build a new two-story station. City Manager Schultz explained the City's standard format is being used for the Committee's recommendation and said staff is recommending the options, however, it's up to the Committee to decide if they would like to present any of them to City Council.

Mr. Swick disagreed with Mr. Gault, and said he believed the engineers could build over the existing station and save money.

Mr. Keith supported the idea of re-evaluating the City Yard site with the new concept and said they would also need to look at where additional acreage would come from for the expansion.

Mr. Jocelyn shared that spending \$15k to keep their options open seems feasible. He asked for clarification on the Request For Proposals recommendation. After City Manager Schultz confirmed it's only to request proposals, not for the Committee to approve any of them, Mr. Jocelyn was in favor of supporting all three recommendations.

City Manager Schultz responded to Mr. Swick's questions related to whether Recommendation #3 would include where Community Services would move to while determining whether the Police Department could fit at that location.

Mr. Chute expressed his support for all three recommendations, however, he would like to request that staff look at what it would cost to obtain a program plan because he believed they'll have to do that at some point. He would like staff to bring it back at a future meeting as another option. City Manger Schultz said staff can do that once they decide which direction the Committee would like to go. Mr. Chute believed a source document should be obtained beforehand.

Mr. Jocelyn moved to approve all three recommendations; seconded by Chair Magilke.

Chair Magilke commented on exploring what to do with the current station and questioned whether it could be sold, and if those funds could be used to offset the costs of a new facility. He believed knowing what the current site is worth and what to do with those funds is important to Recommendation #3.

Chair Magilke asked if there were any other comments. He noted there was a first and second on their recommendation.

Mr. Jocelyn seconded Chair Magilke's amendment to Recommendation #3.

Ms. Seven said it wouldn't be fair not to express her concern and she said she supports Mr. Gault's comments about the recommendation language. She said it's clear the recommendation is not something the Committee developed but was brought to them by staff and are being encouraged to support it. She commented on being reminded of some of the things she read about the distrust of city government as she watched this process. It's one thing to say that having gone through all this information this is where staff has arrived, and they are seeking Committee's approval of it, but she believed anything less than that is not a fair representation.

Chair Magilke asked Ms. Seven if she had a recommendation she'd like to suggest. He also asked the Committee if they had anything different to offer for discussion tonight.

City Manager Schultz said the Committee needs to make a decision.

Mr. Keith requested a vote on the motion that was first and seconded.

Mr. Nelipovich expressed his support for staff and their recommendation.

Chair Magilke called for a vote to end their discussion before voting on the motion, and a majority of the Committee voted to continue with their discussion.

After further discussion on the language of Recommendations #1 and #2, the Committee unanimously voted to end further discussion.

Mr. Jocelyn moved that the Committee approve all three recommendations as written; seconded by Mr. Johnson; and carried on a roll call vote as follows:

AYES: Chute, Jocelyn, Johnson, Jones, Keith, Magilke, Nelipovich, Rosacker, Sauter, Seven, and Swick

NOES: Gault

ABSENT: Burgdorf, Pfau, Watkins

Chair Magilke adjourned the meeting at 8:47 p.m.



Matt Magilke, Chair

ATTEST:



Lisa Amaya, Sr. Administrative Assistant

Excerpt from Draft Minutes of December 5, 2018 Meeting

5. SCOPE OF ADDITIONAL STUDY FOR RETROFITTING EXISTING POLICE STATION AND CITY YARD ADMINISTRATION BUILDING

Existing Police Station

City Manager Schultz and Assistant City Manager Tudor gave a PowerPoint presentation. City Manager Schultz noted that City Council authorized staff to move forward with a request for proposal (RFP) for occupant safety improvements. Assistant City Manager Tudor provided details of the specific intent of the two studies (retrofit and reuse) and provided the draft of scope and deliverables expected to be obtained from the studies and requested additional input from the Committee.

Mr. Keith stated he supports the \$15k recommendation, but believed they need to insist on something more than just a concept, such as designs and proof that the building would pass seismic standards. What would it cost to design, to save, the existing station? Additionally, he said he was opposed to building on top of an old, rigid building and would rather have a separate building. They need to know whether it's a nice idea or reality.

City Manager Schultz responded that a specific design is not included in the \$15k and that would be a significant cost.

Mr. Jones stated the majority of residents are posing the question of whether the station can be retrofitted. He doesn't believe the public understands the concept of putting stilts on the existing building and echoed Mr. Keith's comments. He opposed the retrofitting aspect.

Mr. Jocelyn stated it's a matter of spending \$15K in order to get more data to make a more informed decision and believed the recommendation is warranted.

Ms. Seven commented on minutes from a previous ad hoc committee (2016) that stated improvements can be made; however, they will not bring the building to current essential services standards.

Mr. Jocelyn believed the prior engineer had a conflict of interest.

Mr. Johnson noted they recently had an earthquake, at their first meeting, and the building is still standing.

Mr. Keith stated there's no proof of any conflict of interest and believed having that statement thrown out to the public would be detrimental. He said it's possible for professionals to differ. Mr. Keith believed the public would vote down a building on stilts just as they did when the recommendation was to build a station in the pits (Monte Vista). However, he will support a study on whether the building can be saved.

Mr. Nelipovich stated there's no change to what the Committee agreed to last time.

Mr. Jocelyn explained his earlier statement on the conflict of interest and the perception. He believed it's prudent to explore the \$15k option.

Assistant City Manager Tudor explained that the seismic retrofit can be done, but the study would determine if the rest of the concept, building a second floor, can be done.

City Manager Schultz stated there was no guarantee to the previous architect that he was going to get the job to build the new building. He did the space needs study and the intent was that it would go to bid. She cautioned on making conflict of interest accusations.

Mr. Chute requested having the engineers address the risk to the second-floor structure should there be an earthquake and the lower structure should be substantially damaged.

Mr. Nelipovich made a motion to authorize City staff to spend \$30K to move forward with both evaluations based on the premise that if either study is found undesirable, no further expense will be allocated to that study.

After some discussion, Mr. Nelipovich withdrew his motion.

Mr. Jocelyn made a motion to vote on recommending that the City Council appropriate \$15k on the current police station retrofit option; seconded by Mr. Johnson; and carried on a roll call vote as follows:

AYES: Committee Member: Nelipovich, Chute Burgdorf, Jocelyn, Magilke, Johnson, Pfau, Seven, Rosacker, Swick

NOES: Committee Member: Jones, Keith, Gault, Sauter

City Yard Administration Building

Assistant City Manager Tudor highlighted the PowerPoint presentation for Path 5 (City Yard Administrative Building Retrofit and Expansion Study) and responded to questions related to whether a study could also be done for flooding; what the costs in the agenda report entailed; if it's possible for the Committee to get copies of the 60-page report from the prior 2014-16 City Yards study; and he commented on the previous proposals. Additionally, City Manager Schultz and Chief Vander Veen responded to questions related to whether there's enough square footage at the City Yard location for what they need, and whether they would have to fill the pit to acquire more land.

Mr. Chute expressed his support for exploring this option.

Chair Magilke shared that it's the Committee's charge to look at other options. He didn't understand why the City Council pushed it back to them, but it's their responsibility to look at this option.

Mr. Nelipovich moved to approve the \$15K expenditure for the City Yard study; seconded by Mr. Jocelyn; and carried on a roll call vote as follows:

AYES: Committee Member: Jones, Keith, Nelipovich, Chute Burgdorf, Jocelyn, Magilke, Sauter, Johnson, Pfau, Seven, Rosacker

NOES: Committee Member: Gault, Swick



Claremont City Council

Agenda Report

File #: 2684

Item No: 14.

TO: TARA SCHULTZ, CITY MANAGER
FROM: SHELLEY DESAUTELS, CITY CLERK
DATE: JANUARY 8, 2019

Reviewed by:
City Manager: TS
Finance Director: AP

SUBJECT:

ANNOUNCEMENT AND CONFIRMATION OF LOCAL AND REGIONAL COUNCILMEMBER APPOINTMENTS, AND ADOPTION OF A RESOLUTION DESIGNATING A GOVERNING BOARD MEMBER AND VOTING ALTERNATE TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY

SUMMARY

The annual reorganizational meeting of the City Council was held on December 11, 2018, at which time Corey Calaycay was selected to serve as Mayor.

Following reorganization, the Mayor makes appointments to various committees, boards, and regional organizations, and presents the list of those appointments to the full City Council for confirmation. Mayor Calaycay list of appointments is Attachment A to this report. The Mayor's appointments to the Audit, Citywide Design Guidelines and Historic Prevision, Commission Nominating, and PERS Ad Hoc Committees do not require Council confirmation, and are provided as information only.

The San Gabriel Valley Council of Governments (SGVCOG) requires adoption of a City Council resolution formalizing appointment of the SGVCOG governing board member and alternate (Attachment B).

RECOMMENDATION

Mayor Calaycay recommends that the City Council:

- A. Confirm the various appointments to local and regional committees, boards, and organizations; and
- B. Adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, DESIGNATING A GOVERNING BOARD MEMBER AND A VOTING ALTERNATE TO THE

ALTERNATIVE TO RECOMMENDATION

In addition to the recommendation, there is the following alternative:

- Request additional information.

FINANCIAL REVIEW

Costs to prepare documentation and complete this report are estimated at \$846. These costs are in staff time allocated to the project and are included in the operating budget of the Administrative Services Department.

ANALYSIS

City Councilmembers serve on regional, inter-governmental and inter-community committees and boards as part of their service to advocate the City's position on legislative issues that affect the community and the region. The Mayor makes these appointments. As such, Mayor Calaycay has made appointments to the various boards and committees and are listed on Attachment A.

The Political Reform Act requires reporting of additional compensation to officials when those officials participate in the vote appointing themselves to positions on committees, boards or commissions of a public agency, special district, joint powers agency or authority. Officials may step down from the dais and leave the meeting room during the vote for their appointment or participate in the vote. If the official chooses to participate in the vote, the agency must post Form 806 on its website, which lists all paid appointed positions, the official(s) named to that committee, board or commission, the length of the term, and amount of the stipend.

As the Mayor has assigned various City Councilmembers to paid appointed positions, and these Councilmembers will participate in the appointment vote, City staff will post the required Form 806 on the City website upon confirmation of the appointments (Attachment C).

LEGAL REVIEW

The City Attorney has reviewed and approved the attached resolution.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds the following:

Council Priorities - This item does not address a Council Priority.

Sustainability Plan - This item addresses Goal No. 1 - Resource Conservation; Goal No. 2 - Environmental and Public Health; and Goal No. 3 - Transportation of the Sustainability Plan.

Economic Sustainability Plan - This item does not apply to the Economic Sustainability Plan.

General Plan - This item addresses Implementation Measure VI of the General Plan - coordination

with other agencies and organizations regarding programs, plans, permits, agreements and ordinances under their jurisdiction.

2018-19 Budget - This item meets the following City Manager's Office and Administrative Services Department Work Plan Goals:

CM-9: Work closely with regional agencies on issues that promote the quality of life in Claremont;

CM-13: Pursue funding from regional and State agencies for City projects;

CM-14: Coordinate funding and planning efforts for regional transportation issues, such as the Gold Line Foothill Extension Phase IIB and other regional transit projects; and

AS-7: Ensure compliance with all applicable laws - Government Code, Brown Act, Political Reform Act, Public Records Act, and the Elections Code.

Youth and Family Master Plan - This item meets Goal No. 7 - ensure access to mental health care.

LEGAL REVIEW

The City Attorney has reviewed and approved the resolution.

CEQA REVIEW

These appointments are not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a "project" as defined in Section 15378). CEQA Guidelines Section 15378(b)(2) excludes "[c]ontinuing administrative ... activities, such as ... personnel-related actions" and "general policy and procedure making" and Section 15378(b)(5) excludes "[o]rganizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" from its definition of "project."

Even if this item were a "project," it would be exempt from environmental review under CEQA Guidelines Section 15061(b)(3)'s "general rule" that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that this item, in and of itself, will have a significant effect on the environment. On its own, this action will not result in any physical changes to the environment.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies are available at the City Hall public counter, the Youth Activity Center, the Alexander Hughes Community Center, and the City website.

Submitted by:

Shelley Desautels
City Clerk

Attachments:

A - City Council Master Committee List

B - Resolution Designating a Board Member and Alternate to the SGVCOG

C - Form 806

City of Claremont
MAYOR/CITY COUNCIL LOCAL, INTERGOVERNMENTAL & REGIONAL REPRESENTATION
COMMITTEES LIST

(PROPOSED for Council Consideration at its 1-8-19 Meeting)

Traditionally, after the annual reorganization, the City Council confirms the Mayor's assignments to various committees and regional organizations. Below is the PROPOSED January to December 2019 alphabetical committee list. Corey Calaycay (Mayor) and Larry Schroeder (Mayor Pro Tem).

(Rev: 1/2/19)

	COMMITTEE	STAFF	MEETING DATE
1.	California Joint Powers Insurance Authority <ul style="list-style-type: none"> • Larry Schroeder 	Colin Tudor Tara Schultz	Annual Meeting
2.	Chamber of Commerce – Board of Directors <ul style="list-style-type: none"> • Corey Calaycay (Mayor/by code) 	Tara Schultz	4 th Tuesday 7:30 AM
3.	Chamber of Commerce - Government Relations and Economic Development Committee (GRC) <ul style="list-style-type: none"> • Larry Schroeder • Jennifer Stark (Alternate) 	Tara Schultz Colin Tudor	3 rd Tuesday 7:30 AM
4.	Clean Power Alliance Authority Board <ul style="list-style-type: none"> • Corey Calaycay • Jennifer Stark (Alternate) 	Chris Paulson, Alternate	As Needed
5.	Committee on Aging <ul style="list-style-type: none"> • Larry Schroeder 	Melissa Vollaro	2 nd Wednesday 12 Noon (bi-monthly)
6.	Committee on Youth and Family <ul style="list-style-type: none"> • Jed Leano 	Melissa Vollaro	As Needed
7.	County of Los Angeles Library Commission (Dist 5) <ul style="list-style-type: none"> • Corey Calaycay <i>(Appointed by Co City Selection Cmte)</i>	Jamie Harvey	3 rd Wednesday 10:30 AM
8.	Foothill Transit - Executive Board <ul style="list-style-type: none"> • Corey Calaycay <i>(Appointed by the Governing Board)</i>	Cari Dillman	8 AM (Last Friday of ea. Month) (\$161/per mtg stipend for each Executive Board and each Governing Board meeting attended)
9.	Foothill Transit - Governing Board <ul style="list-style-type: none"> • Corey Calaycay • Ed Reece (Alternate) 		Quarterly//As Needed
10.	Fourth of July Celebration – Blue Ribbon Committee <ul style="list-style-type: none"> • Corey Calaycay (Mayor or designee)	Melissa Vollaro Amber Guzman	Annually

	COMMITTEE	STAFF	MEETING DATE
11.	League of California Cities (L.A. Division) <u>City Selection Committee</u> <ul style="list-style-type: none"> Corey Calaycay (<i>Mayor/by code</i>) Ed Reece (Alternate) <u>General Membership Meetings</u> <ul style="list-style-type: none"> Jed Leano Ed Reece (Alternate) 	Tara Schultz Colin Tudor	1 st Thursday 8:30 PM 1 st Thursday 6:30 PM
12.	Los Angeles County Sanitation District #21 <ul style="list-style-type: none"> Corey Calaycay (<i>Mayor/by code</i>) Larry Schroeder (Alternate) 	Chris Paulson	4 th Wednesday 1:30 PM <i>(\$125/per meeting stipend)</i>
13.	Metro Gold Line JPA Board <ul style="list-style-type: none"> Ed Reece Larry Schroeder (Alternate) 	Colin Tudor Tara Schultz	2 nd Thursday 11:30 AM <i>(\$100/per meeting stipend)</i>
14.	Pomona Valley Transit Authority <ul style="list-style-type: none"> Corey Calaycay Ed Reece (Alternate) 	Cari Dillman	2 nd Wednesday 5:00 PM (bi-monthly)
15.	San Gabriel Valley Council of Governments (SGVCOG) JPA – Governing Board <ul style="list-style-type: none"> Ed Reece Jennifer Stark (Alternate) 	Tara Schultz Brad Johnson	3 rd Thursday 6 PM <i>(\$75/per meeting stipend)</i> <i>(**Resolution Required)</i>
16.	San Gabriel Valley Mosquito Abatement District <ul style="list-style-type: none"> Corey Calaycay (term ends 12/31/19) <i>(Appointed by the Board)</i> 	<i>(Term ends December 31st of applicable year)</i>	2 nd Friday 7 AM <i>(\$100/per meeting stipend)</i>
17.	Six Basins Water Master Board <ul style="list-style-type: none"> Jennifer Stark 	Chris Paulson	4 th Wednesday 2 PM
18.	Southern California Association of Governments (SCAG) <u>General Assembly (GA)</u> <ul style="list-style-type: none"> Jed Leano <i>(The GA “Alternate” can be designated when applicable)</i>	Brad Johnson	<ul style="list-style-type: none"> Attends the one General Assembly (GA) Annual Voting Meeting <i>(SCAG Regional Council and Policy Committee appointments are made through the SGVCOG. Claremont’s COG Designate/Alternate not required to serve on GA to be on a COG Committee)</i>
19.	Three Valleys Water Board <ul style="list-style-type: none"> Jennifer Stark (<i>attends informally</i>) 	Chris Paulson	1 st & 3 rd Wednesday 8 AM
20.	Tri-City Mental Health Governing Board <ul style="list-style-type: none"> Jed Leano 	Anne Turner	3 rd Wednesday 4:45 PM

COUNCIL AD HOC COMMITTEES (APPOINTED BY THE MAYOR)

COMMITTEE	STAFF	MEETING DATE
<p>Audit Committee</p> <ul style="list-style-type: none"> • Larry Schroeder • Ed Reece 	Adam Pirrie	As Needed
<p>Citywide Design Guidelines & Historic Preservation Review Committee</p> <ul style="list-style-type: none"> • Larry Schroeder • Jennifer Stark 	Brad Johnson	2 nd Monday/mo 7:00 PM
<p>Commission Nominating Ad Hoc Committee</p> <ul style="list-style-type: none"> • Corey Calaycay • Jennifer Stark 	Shelley Desautels	As Needed
<p>PERS Ad Hoc Committee</p> <ul style="list-style-type: none"> • Jed Leano • Larry Schroeder 	Adam Pirrie Colin Tudor	As Needed

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, DESIGNATING A GOVERNING BOARD MEMBER AND A VOTING ALTERNATE TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY

NOW THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:

SECTION 1. That Resolution No. 2018-22 adopted April 10, 2018, is hereby repealed.

SECTION 2. That _____ be and is hereby designated to serve as the governing board member on the San Gabriel Valley Council of Governments Joint Powers Authority.

SECTION 3. That _____ be and is hereby designated to serve as the alternate member on the San Gabriel Valley Council of Governments Joint Powers Authority.

SECTION 4. That in the event the designated member is absent or unable to act, the alternate member shall serve until the designated member returns or is able to act.

SECTION 5. That the Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

Mayor, City of Claremont

ATTEST:

City Clerk, City of Claremont

APPROVED AS TO FORM:



City Attorney City, of Claremont

**Agency Report of:
Public Official Appointments**

A Public Document

1. Agency Name CITY OF CLAREMONT Division, Department, or Region (if Applicable)		California Form 806 For Official Use Only	
Designated Agency Contact (Name, Title) SHELLEY DESAUTELS, CITY CLERK			
Area Code/Phone Number 909-399-5461	E-mail SDESAUTELS@CI.CLAREMONT.CA.US		

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
FOOTHILL TRANSIT - EXECUTIVE BOARD	▶ Name <u>CALAYCAY, COREY</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1 / 8 / 19</u> <small>Appt Date</small> <u>ONE YEAR</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>161.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
FOOTHILL TRANSIT - GOVERNING BOARD	▶ Name <u>CALAYCAY, COREY</u> <small>(Last, First)</small> Alternate, if any <u>REECE, ED</u> <small>(Last, First)</small>	▶ <u>1 / 8 / 19</u> <small>Appt Date</small> <u>ONE YEAR</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>161.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
LOS ANGELES COUNTY SANITATION DISTRICT #21	▶ Name <u>CALAYCAY, COREY</u> <small>(Last, First)</small> Alternate, if any <u>SCHROEDER, LARRY</u> <small>(Last, First)</small>	▶ <u>1 / 8 / 19</u> <small>Appt Date</small> <u>ONE YEAR</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>125.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
METRO GOLD LINE JPA BOARD	▶ Name <u>REECE, ED</u> <small>(Last, First)</small> Alternate, if any <u>SCHROEDER, LARRY</u> <small>(Last, First)</small>	▶ <u>1 / 8 / 19</u> <small>Appt Date</small> <u>ONE YEAR</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.


SHELLEY DESAUTELS
Print Name
CITY CLERK
Title
1/3/19
(Month, Day, Year)

Comment: _____

**Agency Report of:
Public Official Appointments
Continuation Sheet**

1. Agency Name CITY OF CLAREMONT	Date Posted: _____ <small>(Month, Day, Year)</small>
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2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) GOVERNING BOARD	▶ Name <u>REECE, ED</u> <small>(Last, First)</small> Alternate, if any <u>STARK, JENNIFER</u> <small>(Last, First)</small>	▶ <u>1 / 8 / 19</u> <small>Appt Date</small> ▶ <u>ONE YEAR</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>75.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
SAN GABRIEL VALLEY MOSQUITO ABATEMENT DISTRICT	▶ Name <u>CALAYCAY, COREY</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1 / 8 / 19</u> <small>Appt Date</small> ▶ <u>12/31/19</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other