



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
TUESDAY, FEBRUARY 21, 2017 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales
Vice Mayor Joel Fajardo
Councilmember Antonio Lopez
Councilmember Jaime Soto
Councilmember Sylvia Ballin

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer

APPROVAL OF AGENDA

PRESENTATIONS

- a) TRIBUTE TO OUR TROOPS
Mayor Robert C. Gonzales
- b) HEALTHY HEART MONTH
Mayor Robert C. Gonzales

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

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CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) REQUEST TO APPROVE MINUTES OF:

- a. JANUARY 17, 2017 – SPECIAL MEETING**
- b. JANUARY 17, 2017 – REGULAR MEETING**

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 17-022 approving the Warrant Register.

PUBLIC HEARING**3) CONSIDERATION TO ADOPT URGENCY ORDINANCE NO. U-1665 OF THE CITY OF SAN FERNANDO MAKING FINDINGS AND ESTABLISHING AN INTERIM MORATORIUM PROHIBITING NEW ACCESSORY DWELLING UNITS (CURRENTLY REFERRED TO AS “SECOND DWELLING UNITS” IN THE ZONING ORDINANCE) EXCEPT THOSE MEETING SPECIFIED DEVELOPMENT STANDARDS NOTED IN SAID URGENCY ORDINANCE CONSISTENT WITH RECENTLY ADOPTED STATE LAW**

Recommend that the City Council:

- a. Conduct a Public Hearing; and**
- b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. U-1665 by title, “An interim Urgency Ordinance of the City Council of the City of San Fernando, California, making findings and establishing an interim moratorium prohibiting new accessory dwelling units (currently referred to as “second dwelling units” in the zoning ordinance) except those meeting specified development standards noted in said urgency ordinance consistent with recently adopted state law.” This Ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.**

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ADMINISTRATIVE REPORTS**4) PRESENTATION PERTAINING TO INFORMATION REGARDING NATIONAL AND LOCAL IMMIGRATION POLICIES AND PRACTICES**

Recommend that the City Council:

- a. Receive a presentation from staff regarding national and local immigration policies and practices; and
- b. Provide direction to staff, as necessary.

5) PRESENTATION OF FISCAL YEAR (FY) 2015-2016 COMPREHENSIVE ANNUAL FINANCIAL REPORT

Recommend that the City Council receive and file a presentation of the FY 2015-2016 Comprehensive Annual Financial Report.

6) PRESENTATION OF FISCAL YEAR (FY) 2016-2017 MID-YEAR BUDGET REVIEW AND FY 2017-2018 BUDGET OUTLOOK

Recommend that the City Council:

- a. Review and discuss the FY 2016-2017 Mid-Year Budget Review and FY 2017-2018 Budget Outlook; and
- b. Adopt Resolution No. 7783 amending the City's FY 2016-2017 budget to include the proposed changes.

7) UPDATE ON SPECIAL EVENT APPLICATION PROCESS AND CONSIDERATION OF PROPOSED FEE WAIVER/COMMUNITY GRANT PROGRAM

Recommend that the City Council:

- a. Receive and file the Special Event Application process update; and
- b. Provide staff with feedback and direction regarding a proposed Fee Waiver/Community Grant Policy.

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8) CONSIDERATION TO ACCEPT AND ADOPT A RESOLUTION APPROPRIATING GRANT FUNDS AWARDED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR THE GLENOAKS BOULEVARD IMPROVEMENT PROJECT

Recommend that the City Council:

- a. Accept Highway Safety Improvement Program grant funds in the amount of \$1,380,000 awarded to the City by the State of California Department of Transportation (Caltrans) and authorize the City Manager or designee to execute all grant related documents;
- b. Accept Rubberized Pavement grant funds in the amount of \$97,846 awarded to the City by the State of California Department of Resources Recycling and Recovery (CalRecycle) and authorize the City Manager or designee to execute all grant related documents; and
- c. Adopt Resolution No. 7782 to appropriate \$1,477,846 in grant funds awarded by Caltrans and CalRecycle.

9) CONSIDERATION TO ACCEPT THE OPEN STREETS GRANT FOR THE HEALTHY SAN FERNANDO OPEN STREET EVENT, ADOPT A RESOLUTION TO APPROPRIATE THE GRANT FUNDS, AND AWARD A PROFESSIONAL SERVICES CONTRACT FOR EVENT MANAGEMENT SERVICES

Recommend that the City Council:

- a. Accept the Open Streets Grant from the Los Angeles County Metropolitan Transportation Authority (Metro) related to the preparation and implementation of Healthy San Fernando Open Street Event, and authorize the City Manager, or designee, to execute all related documents;
- b. Adopt Resolution No. 7781, appropriating \$148,800 in grant funding under the Metro's Open Streets Event Grant Program; and
- c. Award a contract to Evans Brooks and Associates in an amount not-to-exceed \$148,000 for management services related to the Healthy San Fernando Open Street Event using the City's existing on-call services agreement, contingent upon receipt of the fully executed Open Streets Grant Agreement from Metro.

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10) DISCUSSION REGARDING COMMISSIONER STIPEND

This item is placed on the agenda by Councilmember Sylvia Ballin.

CITY COUNCIL - LIAISON UPDATES**DEPARTMENT HEADS - COMMISSION UPDATES****GENERAL COUNCIL COMMENTS****STAFF COMMUNICATION****RECESS TO CLOSED SESSION**

- A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6

Designated City Negotiators:

Interim City Manager Nick Kimball
Deputy City Manager/Public Works Director Chris Marcarello
Interim Finance Director Sonia Garcia
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units that are the Subject of Negotiation:

San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

ADJOURNMENT

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I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Elena G. Chávez, CMC

City Clerk

Signed and Posted: February 16, 2017 (3:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JANUARY 17, 2017 – 5:00 P.M.
SPECIAL MEETING**

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales called the meeting to order at 5:01 p.m.

Present:

Council: Mayor Robert C. Gonzales, Vice Mayor Joel Fajardo, and Councilmembers Sylvia Ballin and Jaime Soto (arrived at 5:36 p.m.)

Staff: Interim City Manager Nick Kimball, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Councilmember Antonio Lopez (notified staff that he could not make the meeting)

PLEDGE OF ALLEGIANCE

Led by Mayor Robert C. Gonzales

APPROVAL OF AGENDA

Motion by Councilmember Ballin, seconded by Vice Mayor Fajardo, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

PRESENTATION

1) UPDATE FROM METRO REGARDING REGIONAL RAIL PROJECTS

Representatives from METRO provided an update and replied to various questions from Councilmembers. No formal action was taken.

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SPECIAL MEETING MINUTES – January 17, 2017**

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RECESS TO CLOSED SESSION (6:00 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

- A) CONFERENCE WITH LABOR NEGOTIATOR – UNREPRESENTED EMPLOYEE
G.C. §54957.6
City's Representative: Joaquin Vasquez, Assistant City Attorney
Unrepresented Employee: Interim City Manager

Discussion regarding ratification of action taken/direction given on December 5, 2016.

- B) PUBLIC EMPLOYEE APPOINTMENT
G.C. §54957
City's Representative: Joaquin Vazquez, Assistant City Attorney
Title of Employee: Interim City Manager

Discussion regarding ratification of action taken/direction given on December 5, 2016.

RECONVENE FROM CLOSED SESSION (6:07 P.M.)

Assistant City Attorney Padilla reported that the City Council was provided a general update regarding both items. No final direction was given; the matter will be taken up in open session during the regular meeting.

ADJOURNMENT (6:07 P.M.)

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to adjourn. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 17, 2017 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JANUARY 17, 2017 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales called the meeting to order at 6:16 p.m.

Present:

Council: Mayor Robert C. Gonzales, Vice Mayor Joel Fajardo, and Councilmembers Jaime Soto, and Sylvia Ballin

Staff: Interim City Manager Nick Kimball, City Attorney Rick Olivarez, Deputy City Attorneys Richard Padilla and Joaquin Vazquez, and City Clerk Elena G. Chávez

Absent: Councilmember Antonio Lopez (notified staff that he could not make the meeting)

ADMINISTRATIVE REPORTS

This item was discussed jointly with an item on the Successor Agency meeting agenda.

- 12) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING A RELOCATION AND COOPERATION AGREEMENT BETWEEN THE CITY OF SAN FERNANDO AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY TO CONSTRUCT/IMPROVE A PUBLIC WORKS YARD

City Attorney Olivarez reported that the Successor Agency and City Council meetings were opened jointly for the purpose of discussing items on both agendas (SA No. 2 and CC No. 12).

Interim City Manager Kimball presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Ballin, seconded by Vice Mayor Fajardo, to:

- a. Adopt Resolution No. 7780 approve a Relocation and Cooperation Agreement between the City of San Fernando and Successor Agency to the San Fernando Redevelopment Agency to construct and/or improve a Public Works Yard; and

SAN FERNANDO CITY COUNCIL**MINUTES – January 17, 2017****Page 2**

- b. Authorize the Interim City Manager to execute all related documents and take related actions to effectuate the intent of the Resolution.

The motion carried with the following vote:

AYES:	Ballin, Fajardo, Gonzales – 3
ABSTAIN:	Soto – 1
ABSENT:	Lopez – 1

RECESS (6:23 P.M.)

Recess called at this time to continue with the Successor Agency meeting.

RECONVENE (6:26 P.M.)**PLEDGE OF ALLEGIANCE**

Led by Mayor Gonzales

APPROVAL OF AGENDA

Motion by Councilmember Ballin, seconded by Councilmember Soto, to approve the agenda. By consensus, the motion carried.

PRESENTATIONS

The following presentations were made:

- a) TRIBUTE TO OUR TROOPS – RODOLFO MAGDALENO
- b) CERTIFICATE OF RECOGNITION – MARGARITA MONTANEZ
- c) SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS/CALIFORNIA STATE UNIVERSITY, NORTHRIDGE – CITY'S GEOGRAPHIC INFORMATION SYSTEM (GIS) DEVELOPMENT PROGRAM

PUBLIC STATEMENTS – WRITTEN/ORAL

Ronnie Veliz invited all to an upcoming meeting regarding sanctuary cities.

SAN FERNANDO CITY COUNCIL**MINUTES – January 17, 2017****Page 3****CONSENT CALENDAR**

Motion by Councilmember Ballin, seconded by Councilmember Soto, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF DECEMBER 5, 2016 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NO.S 16-122, 17-011 AND 17-012 APPROVING THE WARRANT REGISTERS OF DECEMBER 19, 2016, JANUARY 3, 2017 AND JANUARY 17, 2017, RESPECTIVELY
- 3) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN PROJECT NO. 7594, PLAN NO. 721
- 4) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM, PEDESTRIAN HEAD REPLACEMENT PROJECT HSIPL-5202(017), JOB NO. 7593
- 5) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR SOUTH HUNTINGTON STREET IMPROVEMENTS BETWEEN SAN FERNANDO ROAD AND HOLLISTER STREET, CDBG PROJECT NO. 601716-15 JOB NO. 7590, PLAN NO. P-719
- 6) CONSIDERATION TO APPROVE AN AMENDMENT TO THE ON-CALL MAINTENANCE SERVICES AGREEMENT FOR WASTEWATER FLOW MONITORING SERVICES
- 7) CONSIDERATION TO AWARD A CONTRACT TO GOVERNMENT STAFFING SERVICES, INC., DBA MUNITEMPS, TO PROVIDE TEMPORARY STAFFING SERVICES FOR THE FINANCE DEPARTMENT
- 8) CONSIDERATION TO RETIRE POLICE CANINE AND AUTHORIZE PURCHASE BY SAN FERNANDO POLICE OFFICER
- 9) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE SALARY SCHEDULE TO INCLUDE THE NEWLY NEGOTIATED PART-TIME SALARIES AND MINIMUM WAGE INCREASE
- 10) CONSIDERATION TO ADOPT AN ORDINANCE TO RECLASSIFY THE TREASURER ASSISTANT TO TREASURY MANAGER AND REDUCE THE ROLE AND RESPONSIBILITY OF THE ELECTED CITY TREASURER

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – January 17, 2017****Page 4****ADMINISTRATIVE REPORTS (CONTINUED)**

By consensus, the following item was moved up on the agenda.

18) **APPOINTMENT OF AD HOC MEMBERS TO THE LOS ANGELES UNIFIED SCHOOL DISTRICT COMMITTEE REGARDING VISTA DEL VALLE DUAL LANGUAGE ACADEMY**

A Los Angeles Unified School District representative provided a brief presentation. Discussion ensued amongst Councilmembers whether there would be a conflict if Dee Akemon, San Fernando's Transportation and Safety Commissioner, participated as a member of the Ad Hoc committee. By consensus, City Attorney Olivarez was directed to research and report back with his opinion.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to continue with the existing Ad Hoc committee (with the redefined scope), add the Interim City Manager (thereafter the permanent City Manager), and appoint Dee Akemon to the Ad Hoc committee (provided that she accept and that the City Attorney's office determines that there is no conflict of interest).

The motion carried with the following vote:

AYES:	Ballin, Fajardo, Gonzales – 3
NOES:	Soto – 1
ABSENT:	Lopez – 1

PUBLIC HEARING

11) **CONSIDERATION TO APPROVE ALLOCATION OF CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR (FY) 2017-2018**

Mayor Gonzales declared the Public Hearing open.

Community Development Director Fred Ramirez presented the staff report.

Mayor Gonzales called for public testimony; there were no public comments.

Motion by Councilmember Ballin, seconded by Councilmember Soto, to close the public comment portion of the Hearing. By consensus, the motion carried.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to:

- a. Adopt Resolution No. 7775 approving the allocation of City CDBG Funds for a Public Improvement Project in FY 2017-2018; and
- b. Authorize the Interim City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission for approval.

SAN FERNANDO CITY COUNCIL**MINUTES – January 17, 2017****Page 5**

The motion carried with the following vote:

AYES: Soto, Ballin, Fajardo, Gonzales – 4
NOES: None
ABSENT: Lopez – 1

ADMINISTRATIVE REPORTS (CONTINUED)

By consensus, the following items were moved up on the agenda.

20) CONSIDERATION OF A LETTER OF INTEREST TO THE CITY OF TLAQUEPAQUE, MEXICO REGARDING A SISTER CITY AFFILIATION WITH THE CITY OF SAN FERNANDO

Both Mayor Gonzales and Interim City Manager Kimball presented the staff report and replied to various questions from Councilmembers. They reported that the letter of interest is the first step. If the City of Tlaquepaque reciprocates interest, then staff will re-agendize this item for Council discussion (including the cost and possibly forming an Ad Hoc committee).

Motion by Mayor Gonzales, seconded by Vice Mayor Fajardo to approve the letter of interest to the City of Tlaquepaque, Mexico regarding a Sister City affiliation with the City of San Fernando. By consensus, the motion carried.

16) CONSIDERATION TO APPROVE PURCHASE AND SALE AGREEMENT FOR LOPEZ-VILLEGAS HOUSE

Community Development Director Ramirez presented the staff report.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to:

- a. Approve the 2017 City of San Fernando Purchase and Sale Agreement (Contract No. 1839) for the City Historic Landmark, the Lopez Villegas House, in order to facilitate its relocation from its current location at 1320 San Fernando Road to 613 O'Melveny Street and its subsequent rehabilitation pursuant to the Certificate of Appropriateness 2016-001 previously approved by the City's Planning and Preservation Commission; and
- b. Authorize the Interim City Manager and City Attorney to undertake all actions necessary to complete the sale of the Lopez Villegas House.

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – January 17, 2017****Page 6**

- 13) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2016-2017 CITY BUDGET AND CONSIDERATION TO APPROVE THE PURCHASE OF A MOTOROLA RADIO AND SOFTWARE UPDATES FOR THE CURRENT RADIO SYSTEM

Interim City Manager Kimball gave a brief report. Both he and Police Lieutenant Nichole Hanchett replied to questions from Councilmembers.

Motion by Councilmember Ballin, seconded by Councilmember Soto, to:

- a. Approve Resolution No. 7777 amending the City Budget for Fiscal Year (FY) 2016-2017, to adjust certain expenditures;
- b. Approve a Purchase Order with Motorola Solutions for the purchase of APX7500 Single Band UHF radio and software updates for the current radio system, in the amount of \$33,468.76, not to exceed \$35,000.00 through the County of Los Angeles contract # MA-IS-1240419-3; and
- c. Authorize the Interim City Manager to execute the Purchase Order.

By consensus, the motion carried.

- 14) CONSIDERATION TO ACCEPT A DONATION, ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2016-2017 CITY BUDGET, AND APPROVE A PURCHASE ORDER FOR THE PURCHASE OF A REPLACEMENT POLICE CANINE

Interim City Manager Kimball gave a brief report. Both he and Police Lieutenant Hanchett replied to questions from Councilmembers.

Motion by Councilmember Soto, seconded by Councilmember Ballin, to:

- a. Approve the acceptance of a donation valued at \$5,000 from the San Fernando Police Advisory Council to assist with the purchase of a replacement Police Canine;
- b. Adopt Resolution No. 7776 amending the City Budget for Fiscal Year (FY) 2016-2017, to adjust certain expenditures;
- c. Approve a Purchase Order with Adlerhorst International, LLC for the purchase of replacement Police Canine, in the amount of \$6,050; and
- d. Authorize the Interim City Manager to execute the Purchase Order.

By consensus, the motion carried.

- 15) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE 2017 SAN FERNANDO BIZ FAIR EVENT

SAN FERNANDO CITY COUNCIL**MINUTES – January 17, 2017****Page 7**

Community Development Director Ramirez presented the staff report. Both he and Interim City Manager Kimball replied to various questions from Councilmembers.

Motion by Vice Mayor Fajardo, seconded by Mayor Gonzales, to:

- a. Approve City co-sponsorship of the 2017 San Fernando BIZ Fair Event; and
- b. Approve the use of the City Seal on 2017 San Fernando BIZ Fair Event print material pursuant to City Council Resolution No. 6904.

By consensus, the motion carried.

17) PRESENTATION NO. 1 – UPDATE REGARDING COMMERCIAL CANNABIS ALTERNATIVES

Assistant City Attorney Vazquez made a presentation on Proposition 64 related to commercial cannabis alternatives. Both he and Community Development Director Ramirez replied to various questions from Councilmembers and reported that the second presentation/update is scheduled for the next City Council meeting on Monday, February 6, 2017.

By consensus, Councilmembers concurred to receive and file the report.

19) APPOINTMENT TO THE PLANNING AND PRESERVATION COMMISSION

Motion by Councilmember Soto, seconded by Vice Mayor Fajardo to appoint Jennifer Perez Helliwell to the Planning and Preservation Commission. By consensus, the motion carried.

21) CONSIDERATION TO ADOPT A RESOLUTION APPOINTING FINANCE DIRECTOR NICK KIMBALL AS INTERIM CITY MANAGER AND APPROVING SIDE LETTER AGREEMENT TO FINANCE DIRECTOR NICK KIMBALL'S EMPLOYMENT AGREEMENT

Assistant City Attorney Padilla presented the staff report and replied to various questions from Councilmember Soto.

Motion by Councilmember Ballin, seconded by Vice Mayor Fajardo, to:

- a. Approve Resolution No. 7779 appointing Nick Kimball as Interim City Manager; and
- b. Approve the Side Letter Agreement (Contract No. 1842) to Finance Director Nick Kimball's Employment Agreement.

The motion carried with the following vote:

AYES:	Ballin, Fajardo, Gonzales – 3
NOES:	Soto – 1
ABSENT:	Lopez – 1

SAN FERNANDO CITY COUNCIL**MINUTES – January 17, 2017****Page 8****CITY COUNCIL - LIAISON UPDATES**

Vice Mayor Fajardo reported that the San Fernando Chamber met and discussed upcoming events. He also stated that the League of Cities made a presentation and touched upon the City of Los Angeles' Measure S which would have an interesting effect on San Fernando if it passes.

Mayor Gonzales gave an update regarding ICA's annual winter conference and on the library commission.

DEPARTMENT HEADS - COMMISSION UPDATES

Community Development Director Ramirez gave an update regarding new commercial development (including the new CVS Pharmacy store).

GENERAL COUNCIL COMMENTS

Councilmember Ballin reported that she plans to join Congress Member Cardenas in attending the woman's march on Saturday.

Vice Mayor Fajardo said he was disappointed with (some of) the tone and comments made at the meeting and believes that this Council is one of the most transparent in the City's history.

Councilmember Soto said that he represents the City and those who elected him; Council has to remain vigilant and transparent to everyone.

Mayor Gonzales said that this City Council is extremely transparent; talked about the need to be properly prepared for the meetings; reminded everyone of tomorrow's Neighborhood Watch meeting; and congratulated Sonia Gomez regarding her appointment as Interim Finance Director.

ADJOURNMENT (9:58 P.M.)

Motion by Councilmember Ballin, seconded by Vice Mayor Fajardo, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 17, 2017, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager
By: Sonia Gomez-Garcia, Interim Finance Director

Date: February 21, 2017

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 17-022 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Finance Director hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Finance Director hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution

ATTACHMENT "A"**RESOLUTION NO. 17-022****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-022****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 21st day of February, 2017.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 21st day of February, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
02/15/2017	10:15:10AM	CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
204696	2/21/2017	891587 ABLE MAILING INC.	25588		FEB-WATER BILLS FULFILLMENT SRVS		
				11406	072-360-0000-4300	71.76	
				11406	070-382-0000-4300	71.74	
			25589		JAN-WATER ENVELOPE STORAGE FEE		
					070-382-0000-4300	12.50	
					072-360-0000-4300	12.50	
					Total :	168.50	
204697	2/21/2017	100050 ACE INDUSTRIAL SUPPLY	1587880		SHOP TOWELS		
					041-320-0000-4300	291.10	
					Total :	291.10	
204698	2/21/2017	888356 ADVANCED AUTO REPAIR	1096		VEHICLE MAINT- PD3030		
					041-320-0225-4400	152.13	
			1097		VEHICLE MAINT-PK9826		
					041-320-0390-4400	137.47	
			1098		VEHICLE MAINT-PD4541		
					041-320-0221-4400	210.00	
			1100		VEHICLE MAINT-PK8230		
					041-320-0390-4400	645.59	
					Total :	1,145.19	
204699	2/21/2017	892493 AG SPORTS PRINTING & TROPHIES	FEB 2017		BASKETBALL TROPHIES		
					017-420-1328-4300	1,237.35	
					Total :	1,237.35	
204700	2/21/2017	892028 AHUMADA, ALEJANDRA	REIMB.		REIMB-WATER FOR PARK CLEAN-UP		
					001-420-0000-4300	5.34	
			REIMB.		REIMB OF ART SUPPLIES PURCHASEC		
					017-420-1343-4300	11.95	
			REIMB.		REIMB OF ART SUPPLIES PURCHASEC		
					017-420-1343-4300	156.07	
			REIMB.		MILEAGE REIMB-WORK RELATED		
					001-420-0000-4390	43.10	
					Total :	216.46	
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204701	2/21/2017	887377 AKEMON, DOLORES	FEB 2017		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00		
					Total :	50.00		
204702	2/21/2017	100143 ALONSO, SERGIO	JAN 2017		MMAP INSTRUCTOR 109-424-3618-4260	800.00		
					Total :	800.00		
204703	2/21/2017	100141 ALVAREZ, LINA	01/21/17-02/03/17		ENP CONTRACT FOOD SERVICE PROV			
				11533	115-422-3750-4270	262.50		
				11533	115-422-3752-4270	52.50		
					Total :	315.00		
204704	2/21/2017	100164 AMERICAN PLANNING ASSOCIATION	144992-16102		MEMBERSHIP DUES (PRORATED) 001-150-0000-4380	99.00		
					Total :	99.00		
204705	2/21/2017	887270 AMERICAN TRANSPORTATION SYSTEM	101776		TRANSPORTATION SERVICES~ 004-2383	923.64		
			101777		DEPOSIT-TRANSPORTATION SERVICE: 004-2383	661.14		
			101779		DEPOSIT-TRANSPORTATION SERVICE: 004-2383	422.14		
			101945		TRANSPORTION SERVICES~ 007-440-0443-4260	420.00		
					Total :	2,426.92		
204706	2/21/2017	100191 ANGELES SHOOTING RANGE	9802		SHOOTING RANGE TRAINING 001-225-0000-4360	75.00		
					Total :	75.00		
204707	2/21/2017	888321 ARRIZON, FRANCISCO	FEB 2017		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00		
					Total :	50.00		
204708	2/21/2017	100222 ARROYO BUILDING MATERIALS, INC	182471		GLOVES FOR CONCRETE POUR 015-310-0866-4600	12.78		
			182816		CONCRETE-HOLLISTER SIDEWALK RE			
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204708	2/21/2017	100222 ARROYO BUILDING MATERIALS, INC	(Continued)		070-383-0000-4260	135.83
					Total :	148.61
204709	2/21/2017	889037 AT&T MOBILITY	875587443		MODEM FOR ELECTRONIC MESSAGE 001-190-0000-4220	66.59
					Total :	66.59
204710	2/21/2017	891209 AUTONATION SSC	225871		BRAKE PADS 041-1215	393.13
					Total :	393.13
204711	2/21/2017	890546 BARAJAS, CRYSTAL	JAN 2017		MMAP MENTOR INSTRUCTOR 109-424-3618-4260	240.00
					Total :	240.00
204712	2/21/2017	892426 BEARCOM	4557356	11512	COMPUTER MAINTENANCE CONTRAC 001-135-0000-4260	6,964.42
					Total :	6,964.42
204713	2/21/2017	892014 BERNAL, DAVID	FEB 2017		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					Total :	50.00
204714	2/21/2017	892482 BLAKE, RON	52-0620-01		WATER ACCT REFUND-2019 KNOX 070-2010	48.52
					Total :	48.52
204715	2/21/2017	891890 BLODGETT BAYLOSIS	171428		PO#11520-ENVIRONMENTAL ASSESSM 001-2203	750.00
					Total :	750.00
204716	2/21/2017	100405 BONANZA CONCRETE, INC.	55674	11489	FY17-CONCRETE SIDEWALK WORK 015-310-0866-4600	568.10
			55696	11489	FY17-CONCRETE SIDEWALK WORK 015-310-0866-4600	1,136.20
			55749	11489	FY17-CONCRETE SIDEWALK WORK 015-310-0866-4600	863.08
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204716	2/21/2017	100405 100405 BONANZA CONCRETE, INC.	(Continued)			Total : 2,567.38
204717	2/21/2017	100434 BROWNELLS, INC.	13568307.00		COMBAT SLING 001-222-0000-4300	334.65
					Total :	334.65
204718	2/21/2017	892488 CABRERA, JOSE	58-1428-02		WATER ACCT REFUND-726 HARDING 070-2010	25.62
					Total :	25.62
204719	2/21/2017	892465 CANON SOLUTIONS AMERICA, INC.	4021312795	11531	COPIER MONTHLY RATES-01/26/17-04/17/17 001-135-0000-4260	1,479.39
			4021336117	11531	COPIER MONTHLY RATES-01/26/17-04/17/17 001-135-0000-4260	61.65
					Total :	1,541.04
204720	2/21/2017	103619 CARL WARREN & CO.	1787505		LEGAL FEES 006-190-0000-4800	750.00
					Total :	750.00
204721	2/21/2017	891860 CARL WARREN & COMPANY	10208-10227		REIMB.OF ITF ACCT (LIABILITY CLAIMS 006-1037	26,666.78
					Total :	26,666.78
204722	2/21/2017	892487 CASTRO, FERNANDO	39-1125-06		WATER ACCT REFUND-1411 KEWEN 070-2010	23.27
					Total :	23.27
204723	2/21/2017	892307 CCPHA	010317-2	11425	NOV-OUTREACH SERVICES SAFE ROL 010-310-0687-4270	1,446.00
			011717-2	11425	DEC-OUTREACH SERVICES SAFE ROL 010-310-0687-4270	318.00
			112316-1	11425	OCT-OUTREACH SERVICES SAFE ROL 010-310-0687-4270	13,533.00
					Total :	15,297.00
204724	2/21/2017	888296 CHIEF SUPPLY CORPORATION	418454		RAIN JACKET 001-222-0000-4300	79.48
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204739	2/21/2017	101063 101063 EMPLOYMENT DEVELOPMENT	(Continued)			Total : 1,507.00
204740	2/21/2017	890879 EUROFINS EATON ANALYTICAL, INC	L0301272		WATER ANALYSIS FOLDERS	
			L0301741		070-384-0000-4260	164.00
			L0301758		WATER ANALYSIS FOLDERS	139.60
			L0301769		070-384-0000-4260	139.60
			L0301770		WATER ANALYSIS FOLDERS	139.60
			L0302020		070-384-0000-4260	175.00
			L0302540		WATER ANALYSIS FOLDERS	50.00
			L0302542		070-384-0000-4260	164.00
			L0302545		WATER ANALYSIS FOLDERS	164.00
			L0302981		070-384-0000-4260	264.60
			L0303158		WATER ANALYSIS FOLDERS	75.00
			L0303574		070-384-0000-4260	525.00
			L0303575		WATER ANALYSIS FOLDERS	139.60
					070-384-0000-4260	139.60
					Total :	2,279.60
204741	2/21/2017	890897 EVAN BROOKS ASSOCIATES, INC	17002-9	11426	JAN-SAFE ROUTES TO SCHOOL MAST	
					010-310-0687-4270	10,672.50
					Total :	10,672.50
204742	2/21/2017	890377 F & F SIGNS	00114		VEHICLE GRAPHICS PD4287/PD3286	
					041-320-0225-4400	548.75
					041-320-0228-4400	548.75

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204742	2/21/2017	890377 890377 F & F SIGNS	(Continued)			Total : 1,097.50
204743	2/21/2017	101147 FEDEX	5-688-20027		COURIER SERVICE	
					001-190-0000-4280	56.66
					Total :	56.66
204744	2/21/2017	892267 FIERRO, NANCY	01/09/17-02/03/17		ZUMBA INSTRUCTOR	
					017-420-1337-4260	80.00
					Total :	80.00
204745	2/21/2017	892198 FRONTIER COMMUNICATIONS	209-150-5250-81292		RADIO REPEATER PHONE LINE	
			209-150-5251-040172		001-222-0000-4220	45.70
			209-150-5445-010598		MWD METER PHONE LINE	45.70
			209-151-4939-102990		070-384-0000-4220	566.11
			209-151-4941-102990		PAC 50 TO SHERIFFS PHONE LINE	41.59
			209-151-4943-081292		001-222-0000-4220	46.61
			209-188-4361-031792		MUSIC CHANNEL	45.70
			209-188-4362-031792		001-190-0000-4220	99.33
			209-188-4363-031892		POLICE PAGING	1,093.91
					001-222-0000-4220	69.81
					070-384-0000-4220	211.00
					001-420-0000-4220	238.19
			818-361-0901-051499		POLICE MAJOR PHONE LINES	54.24
			818-361-2472-031415		001-222-0000-4220	305.10
			818-361-3958-91407		070-384-0000-4220	46.54
			818-361-6728-080105		CNG STATION PHONE LINE	
					041-320-3661-4220	
					ENGINEERING FAX LINE	

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204758	2/21/2017	101599 IMAGE 2000 CORPORATION	89870		VARIOUS COPIER MAINT CONTRACT 1 001-135-0000-4260 072-360-0000-4450 001-135-0000-4260 Total :	731.52 22.19 99.29 853.00
204759	2/21/2017	891570 INNOVATIVE TELECOM. SYSTEMS	2002 2009		PROGRAMMING HELP-VERIFICATION N 001-190-0000-4260 TELEPHONE EQUIPMENT MAINT-MAR : 001-190-0000-4260 Total :	125.00 395.00 520.00
204760	2/21/2017	892330 INTERNATIONAL BUSINESS, INFORMATION TI 1515		11433	TRAINING TRACKING SOFTWARE 001-222-0000-4300 Total :	8,000.00 8,000.00
204761	2/21/2017	101647 INTERSTATE BATTERY	30070827		BATTERIES FOR FLEET 041-1215 Total :	210.13 210.13
204762	2/21/2017	101650 INTOXIMETERS, INC.	554142		DRY GAS 001-222-0000-4300 Total :	208.57 208.57
204763	2/21/2017	891777 IRRIGATION EXPRESS	15074447-00 15074528-00 15074817-00 15075005-00 15075135-00 15075136-00		MATL'S FOR IRRIG REPAIRS 043-390-0000-4300 MATL'S FOR IRRIG REPAIRS 043-390-0000-4300 MATL'S FOR IRRIG REPAIR 043-390-0000-4300 MATL'S FOR IRRIG REPAIR 043-390-0000-4300 MATL'S FOR IRRIG REPAIR 043-390-0000-4300 MATL'S FOR VALVE REPL @ CC MEMO 043-390-0000-4300 Total :	65.10 50.03 13.22 16.78 12.48 140.46 298.07
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204764	2/21/2017	887952 J. Z. LAWMOWER SHOP	16981 16982 16983 16984 16985		LANDSCAPE MAINT SUPPLIES 043-390-0000-4300 LANDSCAPE MAINT SUPPLIES 043-390-0000-4300 LANDSCAPE MAINT SUPPLIES 043-390-0000-4300 TRIMMER LINE, OIL MIX 070-384-0301-4300 SUPPLIES-SF MALL PLANTERS & PARH 001-346-0000-4310 Total :	99.03 44.53 8.72 35.86 182.73 370.87
204765	2/21/2017	889680 JIMENEZ LOPEZ, JUAN MANUEL	DEC 2016 & JAN 2017		MMAP INSTRUCTOR 109-424-3618-4260 108-424-3639-4260 Total :	600.00 350.00 950.00
204766	2/21/2017	101768 KIMBALL-MIDWEST	5384850		DOOR MOULDING CLIPS 041-1215 Total :	17.03 17.03
204767	2/21/2017	892032 KUHFUSS, DESIREE	01/09/17-02/03/17		MAT PILATES INSTRUCTOR 017-420-1337-4260 Total :	80.00 80.00
204768	2/21/2017	101811 LACPCA	REGISTRATION		REGSTR-LACPCA ANNUAL CONF ON 001-222-0000-4380 Total :	300.00 300.00
204769	2/21/2017	892484 LEVERTON, HELEN	33-0725-05		WATER ACCT REFUND-406 WOLFSKILL 070-2010 Total :	51.89 51.89
204770	2/21/2017	101920 LIEBERT CASSIDY WHITMORE	012717		ERC WORKSHOP - 02/09/17 001-222-0000-4360 001-420-0000-4360 070-381-0000-4360	80.00 40.00 40.00
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204770	2/21/2017	101920 LIEBERT CASSIDY WHITMORE	(Continued)			
			113016		001-370-0000-4360 ERC WORKSHOP- 12/14/16	40.00
					001-320-0000-4360	80.00
					001-390-0000-4360	80.00
					001-370-0000-4360	80.00
					027-344-0000-4260	80.00
					001-420-0000-4360	120.00
					070-381-0000-4360	40.00
			1433800		LEGAL SERVICES	
					001-112-0000-4270	1,610.00
			1433801		LEGAL SERVICES	
					001-112-0000-4270	56.00
			1433802		LEGAL SERVICES	
					001-112-0000-4270	140.00
					Total :	2,486.00
204771	2/21/2017	889423 LIZARRAGA, MANUEL	TRAVEL		PER DIEM-MANDATORY STC TRAINING	
					001-225-3688-4360	75.00
					Total :	75.00
204772	2/21/2017	892251 LOS ANGELES TRUCK CENTERS LLC	WP1294840	11528	LIGHT BARS FOR NEW MAINTENANCE	
					016-371-0000-4500	716.47
			WP1295674	11528	LIGHT BARS FOR NEW MAINTENANCE	
					016-311-0000-4500	360.38
				11528	016-371-0000-4500	932.15
			WP1295675	11528	LIGHT BARS FOR NEW MAINTENANCE	
					016-311-0000-4500	1,292.53
					Total :	3,301.53
204773	2/21/2017	888468 MAJOR METROPOLITAN SECURITY	2243		REPLACE FIRE COMMUNICATOR-CITY	
					043-390-0000-4330	41.00
					Total :	41.00
204774	2/21/2017	888041 MARIN CONSULTING ASSOCIATES	REGSTR-1		REGSTR-LEADERSHIP TRAINING-POS	
					001-225-0000-4360	300.00

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204774	2/21/2017	888041 888041 MARIN CONSULTING ASSOCIATES	(Continued)			Total : 300.00
204775	2/21/2017	888041 MARIN CONSULTING ASSOCIATES	REGSTR-2		REGSTR-LEADERSHIP TRAINING-POS	
					001-225-0000-4360	300.00
					Total :	300.00
204776	2/21/2017	888041 MARIN CONSULTING ASSOCIATES	REGSTR-3		REGSTR-LEADERSHIP TRAINING-POS	
					001-225-0000-4360	300.00
					Total :	300.00
204777	2/21/2017	889533 MARTINEZ, ANITA	01/21/17-02/03/17	11536	ENP CONTRACT FOOD SERVICE PRO	
					115-422-3750-4270	210.00
					Total :	210.00
204778	2/21/2017	891054 MEJIA, YVONNE G	FEB 2017		COMMISSIONER'S REIMBURSEMENT	
			JAN 2017		001-150-0000-4111	50.00
					COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	50.00
					Total :	100.00
204779	2/21/2017	887565 METRIX INSTRUMENTS	II9904966		TAX ON INV#CD99087126 DTD 12/11/14	
					070-384-0301-4300	113.75
					Total :	113.75
204780	2/21/2017	102148 METROPOLITAN WATER DISTRICT	8937		CAPACITY CHARGE	
					070-384-0000-4450	3,266.67
					Total :	3,266.67
204781	2/21/2017	892140 MICHAEL BAKER	968080	11323	FULL SERVICE ADMINISTRATION AND I	
				11323	026-311-0138-4270	1,540.00
					001-150-0000-4270	222.50
					Total :	1,762.50
204782	2/21/2017	102201 MIERZYNSKI, IRMGARD	DEC 2016 & JAN 2017		LINE DANCE INSTRUCTOR	
					017-420-1339-4260	59.50
					Total :	59.50
204783	2/21/2017	891329 MIKE'S TIRE MAN INC	0078375		TIRES FOR FLEET	

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204798	2/21/2017	102432 OFFICE DEPOT	(Continued)			
			2028587697		001-422-0000-4300 OFFICE SUPPLIES	27.99
			889327329001		043-390-0000-4300 OFFICE SUPPLIES	19.59
			894480753001		001-130-0000-4300 OFFICE SUPPLIES	51.44
			894480932001		001-150-0000-4300 FILE CARTS & OFFICE SUPPLIES	35.99
			895616077001		001-150-0000-4300 OFFICE SUPPLIES	717.73
			895616312001		001-222-0000-4300 OFFICE SUPPLIES	275.42
			89593597001		001-222-0000-4300 OFFICE SUPPLIES RETURNED	45.87
			896016712001		001-130-0000-4300 OFFICE SUPPLIES RETURNED	-51.44
			897407981001		001-222-0000-4300 CALCULATOR	-28.83
			897421417001		001-130-0000-4300 OFFICE SUPPLIES	54.61
			897421419001		001-420-0000-4300 OFFICE SUPPLIES	35.04
			897434291001		001-420-0000-4300 OFFICE SUPPLIES	24.79
			897434604001		001-222-0000-4300 OFFICE SUPPLIES	55.24
			897601300001		001-222-0000-4300 OFFICE SUPPLIES	47.92
			897601909001		041-320-0000-4300 OFFICE SUPPLIES	12.17
			897601910001		043-390-0000-4300 OFFICE SUPPLIES	8.82
					043-390-0000-4300	34.45
					Total :	1,366.80
204799	2/21/2017	890095 O'REILLY AUTOMOTIVE STORES INC	4605-226739		MATL'S FOR MAINT- PW2487	

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204799	2/21/2017	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-227272		041-320-0311-4400 MATL'S FOR MAINT - PW2073	156.15
			4605-227290		041-320-0371-4400 MATL'S FOR MAINT - PK8704	15.78
			4605-227459		041-320-0390-4400 MATL'S FOR MAINT - PD3031	53.36
			4605-228004		041-320-0225-4400 MATL'S FOR MAINT - PK9826	19.22
			4605-228053		041-320-0390-4400 OIL FILTERS	21.35
			4605-228136		041-1215 BATTERY FOR SMALL EQUIP	7.80
			4605-228160		043-390-0000-4300 MATL'S FOR MAINT - ME4957	50.23
			4605-228267		041-320-0320-4400 FUEL FILTERS FOR FLEET	230.57
					041-1215	28.10
					Total :	582.56
204800	2/21/2017	892095 OSCAR SIGNS	020217		EMPLOYMENT BANNER	
					001-222-0000-4300	130.20
					Total :	130.20
204801	2/21/2017	890004 PACIFIC TELEMANAGEMENT SERVICE	897975		PD PAYPHONE-MAR 2017	
					001-190-0000-4220	62.64
					Total :	62.64
204802	2/21/2017	102506 PANTOJA, DANITZA	JAN 2017		COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	50.00
					Total :	50.00
204803	2/21/2017	889763 PEREZ-HELLIWELL, JENNIFER	FEB 2017		COMMISSIONER'S REIMBURSEMENT	
			FEB 2017		001-310-0000-4111	50.00
					COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	50.00

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204819	2/21/2017	892368 REYES, MIGUEL ANGEL	01/23/17-03/03/17		FITNESS INSTRUCTOR-LIFTING & ENE 017-420-1322-4260	180.00
					Total :	180.00
204820	2/21/2017	892489 RIOS, CHRIS	TRAVEL		PER DIEM-CAPE TRAINING ON 04/03-0- 001-222-0000-4380	160.00
			TRAVEL		PARKING FEE-CAPE TRAINING ON 001-222-0000-4380	60.00
					Total :	220.00
204821	2/21/2017	891121 RIVERA, NICOLE	JAN 2017		MMAP MENTOR INSTRUCTOR 109-424-3618-4260	180.00
					Total :	180.00
204822	2/21/2017	892300 RJM DESIGN GROUP, INC	31616	11413	PARK MASTER PLAN CONSULTANT 001-420-0000-4260	3,004.70
					Total :	3,004.70
204823	2/21/2017	887872 ROSENBERG, IRWIN	REIMB.		REIMB-AIRFARE-CPOA CONF ON 03/14 001-222-0000-4380	365.76
			TRAVEL		PER DIEM-CPOA CONF ON 03/14-03/15 001-222-0000-4380	50.00
					Total :	415.76
204824	2/21/2017	892036 ROTHSCHILD, DEBORAH	01/23/17-03/03/17		FITNESS INSTRUCTOR 017-420-1322-4260	600.00
					Total :	600.00
204825	2/21/2017	891445 RUEDA, GENESIS	TRAVEL		PER DIEM-MANDATORY STC TRAINING 001-225-3688-4360	75.00
					Total :	75.00
204826	2/21/2017	887165 RYAN HERCO PRODUCTS CORP	8598637		PARTS FOR NITRATE SYSTEM 070-384-0301-4300	16.16
					Total :	16.16
204827	2/21/2017	891253 SAN FERNANDO SMOG TEST ONLY	5682		SMOG TEST-E1339885 041-320-0000-4450	50.00
						Page: 21

vchlist 02/15/2017 10:15:10AM		Voucher List CITY OF SAN FERNANDO				Page: 22
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204827	2/21/2017	891253 SAN FERNANDO SMOG TEST ONLY	(Continued) 5685		SMOG TEST-E1277222 041-320-0000-4450	50.00
			5697		SMOG TEST-E1094923 041-320-0000-4450	50.00
			5703		SMOG TEST-E051362 041-320-0000-4450	50.00
					Total :	200.00
204828	2/21/2017	103057 SAN FERNANDO VALLEY SUN	9787		PUBLICATION OF ORD 1664 001-115-0000-4230	256.25
			9795		BID NOTICE-CATCH BASIN MAINT. 073-350-0842-4230	296.88
					Total :	553.13
204829	2/21/2017	892416 SANCHEZ, KARLA	01/09/17-02/03/17		ZUMBA INSTRUCTOR 017-420-1337-4260	80.00
					Total :	80.00
204830	2/21/2017	892266 SANTELLANO, KEIKO T.	01/09/17-02/03/17		ZUMBA INSTRUCTOR 017-420-1337-4260	80.00
					Total :	80.00
204831	2/21/2017	103184 SMART & FINAL	119443		ENP SUPPLIES 115-422-3750-4300	117.16
			119450		SUPPLIES FOR PARK CLEAN-UP 001-420-0000-4300	27.38
			120612		SUPPLIES FOR TEEN VOLUNTEER PR 004-2382	25.63
			132784		SUPPLIES FOR TEEN VOLUNTEER PR 004-2382	27.26
			150319		PARK AVE BINGO SUPPLIES 004-2382	45.87
			700208		ITEMS RETURNED 115-422-3750-4300	-7.96
					Total :	235.34
						Page: 22

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204832	2/21/2017	103196 SOUTH COAST AIR QUALITY	3050388		PD GENERATOR ANNUAL OPERATING	
			3053096		001-320-0000-4450	354.86
					EMISSIONS-FLAT FEE FOR LAST FY	
					041-320-0000-4450	124.35
					Total :	479.21
204833	2/21/2017	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 IST	
			2-21-082-3241		043-390-0000-4210	3,703.05
					ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	14,845.38
					029-335-0000-4210	1,824.86
					041-320-3661-4210	1,377.63
					070-384-0000-4210	424.94
					043-390-0000-4210	9,239.97
			2-33-746-5215		ELECTRIC - 190 PARK	
			2-39-084-2581		027-344-0000-4210	534.91
					ELECTRIC - 1117 2ND (XMAS)	
					043-390-0000-4210	75.82
					Total :	32,026.56
204834	2/21/2017	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU: 212867			DOJ LIVE SCAN FINGERPRINTING-JAN	
					004-2386	3,571.00
					Total :	3,571.00
204835	2/21/2017	892481 STECKLEY, EUGENE	52-4092-11		WATER ACCT REFUND-1719 GLENOAK	
					070-2010	39.92
					Total :	39.92
204836	2/21/2017	102978 SWRCB-DWOCF	OPER-RQUINTANA		D2 WATER DIST OPERATOR CERT	
					070-381-0000-4380	80.00
					Total :	80.00
204837	2/21/2017	890011 THALES CONSULTING INC.	1371		ANNUAL CITIES FINANCIAL TRANSCAT	
					001-130-0000-4260	3,750.00
					Total :	3,750.00
204838	2/21/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490	1064736		MATL'S FOR NITRATE PROJ	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204838	2/21/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)			070-385-0857-4600	113.62
			2033531		SMALL TOOLS	
			22732		043-390-0000-4300	86.31
					MATL'S TO REPAIR FAUCET-LP PARK	
			3078246		043-390-0000-4300	8.71
					MATL'S TO REPAIR WATER LEAK-PD	
					043-390-0000-4300	94.10
			5077936		SMALL TOOLS TRUCK #0935	
					043-390-0000-4300	43.66
			5077937		REPL LED LIGHTS-PD	
					043-390-0000-4300	152.82
			592409		MATL'S FOR NITRATE PROJ	
					070-385-0857-4600	160.88
			6035197		MATLS FOR ROOF REPAIR-PW OPS	
					027-344-0301-4300	88.47
			70466		MATL'S TO REPAIR FIELD-LP PARK	
					043-390-0000-4300	174.32
			7079027		MATL'S FOR LITTLE LIBRARY PROJ	
					043-390-0000-4300	91.85
			7564788		MATL'S FOR LITTLE LIBRARY PROJ	
					043-390-0000-4300	4.11
			8241024		MATL'S TO REPL FAUCET-CITY HALL	
					043-390-0000-4300	32.74
			8241025		SMALL TOOLS-TRUCK #0935	
					043-390-0000-4300	44.56
			9030518		MATL'S FOR LITTLE LIBRARY PROJ	
					043-390-0000-4300	73.47
			9030535		MATL'S FOR LITTLE LIBRARY PROJ	
					043-390-0000-4300	90.84
			9270415		MALL TRASH BAGS, DUST PAN	
					001-341-0301-4300	532.70
					Total :	1,793.16
204839	2/21/2017	890833 THOMSON REUTERS	835512762		LA CLEAR INVEST TOOLS	
					001-135-0000-4260	174.26

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204839	2/21/2017	890833 890833 THOMSON REUTERS	(Continued)			Total : 174.26
204840	2/21/2017	103903 TIME WARNER CABLE	8448-20-054-0010328		CABLE-CITY HALL (02/05/17-03/04/17)	
			8448-20-054-0010518		001-190-0000-4220	89.96
					CABLE-REC PARK (01/29/17-02/28/17)	
					001-420-0000-4260	201.58
					Total :	291.54
204841	2/21/2017	887591 TOM BROHARD & ASSOCIATES	2017-02	11474	ON-CALL ENGINEERING SERVICES-JAI	
					001-310-0000-4270	1,100.00
					Total :	1,100.00
204842	2/21/2017	888399 TORO ENTERPRISES INC.	RET7725		RELEASE OF RETENTION-ANNUAL STI	
					008-2037	10,956.67
					012-2037	11,113.73
					022-2037	14,091.55
					070-2037	19,777.98
					Total :	55,939.93
204843	2/21/2017	891311 TORRES, RITA	01/21/17-02/03/17	11538	ENP CONTRACT FOOD SERVICE PRO	
				11538	115-422-3750-4270	94.50
					115-422-3752-4270	10.50
					Total :	105.00
204844	2/21/2017	892364 TRAFFIC DEVELOPMENT	307-2	11548	PEDESTRIAN HEAD REPLACEMENT PF	
				11548	010-371-3665-4600	3,087.00
					011-371-3665-4270	343.00
					010-2037	-154.35
					011-2037	-17.15
			307-3		RELEASE OF RETENTION-PED HEAD F	
					010-2037	2,126.97
					011-2037	236.33
					Total :	5,621.80
204845	2/21/2017	103413 TRANS UNION LLC	01707118		CREDIT CHECK	
					001-222-0000-4260	72.30
					Total :	72.30

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204846	2/21/2017	890998 TRUJILLO, RODOLFO	FEB 2017		COMMISSIONER'S REIMBURSEMENT	
					001-310-0000-4111	50.00
					Total :	50.00
204847	2/21/2017	103463 U.S. POSTMASTER	FEB 2017		POSTAGE-FEB WATER BILLS	
					070-382-0000-4300	520.95
					072-360-0000-4300	520.95
					Total :	1,041.90
204848	2/21/2017	103445 UNDERGROUND SERVICE ALERT	120170674		(44) USA DIGALERT TICKETS	
					070-381-0000-4260	66.00
					Total :	66.00
204849	2/21/2017	891938 UNIFIED NUTRIMEALS	2633		ENP EMERGENCY MEALS-JAN 2017	
					115-422-3752-4260	945.00
					Total :	945.00
204850	2/21/2017	103439 UPS	831954057		COURIER SERVICE	
					001-190-0000-4280	122.94
					Total :	122.94
204851	2/21/2017	103516 VAIRO, TONY	TRAVEL		PER DIEM-LACPCA ANNUAL CONF ON	
			TRAVEL		001-222-0000-4380	90.00
					PER DIEM-CPOA CONF ON 03/14-03/15	
					001-222-0000-4380	50.00
					Total :	140.00
204852	2/21/2017	892490 VALLEY LINE-X	12501		SPRAY ON BED LINER-PW0509	
					041-320-0311-4400	550.00
					Total :	550.00
204853	2/21/2017	891797 VALLEY POWER REPAIRS	2395		VEHICLE MAINT-WA4573	
			2396		070-383-0000-4400	120.45
			2397		VEHICLE MAINT-WA4573	
					070-383-0000-4400	399.09
					VEHICLE MAINT-WA4573	
					070-383-0000-4400	177.32

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204853	2/21/2017	891797 891797 VALLEY POWER REPAIRS	(Continued)			Total : 696.86
204854	2/21/2017	892431 VALLEY SPORTS AND UNIFORMS	860	11513	REFEREE & SCOREKEEPER SVS WINT 017-420-1328-4260	1,336.00 Total : 1,336.00
204855	2/21/2017	892268 VEDDER, CATHERINE	01/09/17-02/03/17		ZUMBA INSTRUCTOR 017-420-1337-4260	60.00 Total : 60.00
204856	2/21/2017	889627 VERIZON CONFERENCING	Z5954247		CONFERENCE CALLS-JAN 2017 001-190-0000-4220	9.90 Total : 9.90
204857	2/21/2017	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONE PLAN 001-140-0000-4220	5.40
			460851202		PD CELL PHONE PLANS 001-222-0000-4220	147.01
			561407019		CITY YARD CELL PHONE PLANS 043-390-0000-4220	15.15
					041-320-0000-4220	15.15
					072-360-0000-4220	0.22
					070-384-0000-4220	109.32
			660629692		VARIOUS CELL PHONE PLANS 001-106-0000-4220	39.65
					070-384-0000-4220	83.64
			742084126		MDT MODEMS-PD UNITS 001-222-0000-4220	916.08
			870422920		VARIOUS PHONE PLANS 001-222-0000-4220	134.33
					001-152-0000-4220	114.03
					Total : 1,579.98	
204858	2/21/2017	889681 VILLALPANDO, MARIA	01/21/17-02/03/17	11539	ENP CONTRACT FOOD SERVICE PROV 115-422-3750-4270	262.50
				11539	115-422-3752-4270	52.50
					Total : 315.00	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204859	2/21/2017	103603 VULCAN MATERIALS COMPANY	71352669		AGG BASE 072-360-0000-4300	599.76 Total : 599.76
204860	2/21/2017	888390 WEST COAST ARBORISTS, INC.	121714	11431	FY 2017 ANNUAL CITY TREE TRIMMING 001-310-0000-4260	1,179.00 Total : 1,179.00
204861	2/21/2017	891571 WESTERN STAMP, INC	37891		SELF INK STAMPS REPAIRED 001-105-0000-4300	35.70
					001-115-0000-4300	35.70
					Total : 71.40	
204862	2/21/2017	890970 WEX BANK	48466435		FUEL FOR FLEET 041-320-0152-4402	434.13
					041-320-0221-4402	130.59
					041-320-0222-4402	149.54
					041-320-0224-4402	539.67
					041-320-0225-4402	3,099.39
					041-320-0226-4402	2.00
					041-320-0228-4402	304.92
					041-320-0311-4402	752.98
					041-320-0312-4402	2.00
					007-313-3630-4402	1,279.97
					041-320-0320-4402	60.31
					041-320-0346-4402	56.44
					041-320-0370-4402	461.23
					041-320-0371-4402	208.65
					041-320-0390-4402	1,131.47
					041-320-0420-4402	4.00
					027-344-0000-4402	110.83
					029-335-0000-4402	66.95
					070-381-0000-4402	29.32
					070-382-0000-4402	87.46
					070-383-0000-4402	800.80
					070-384-0000-4402	305.49
					072-360-0000-4402	175.22

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204862	2/21/2017	890970 890970 WEX BANK	(Continued)			Total : 10,193.36
204863	2/21/2017	889491 WILLDAN FINANCIAL SERVICES	00614905	11328	PROF SVCS FOR PEDESTRIAN HEAD F	401.27
				11328	010-371-3665-4270	44.58
					011-371-3665-4270	Total : 445.85
204864	2/21/2017	103716 WORKBOOT WAREHOUSE	4-20772		ANNUAL WORKBOOT ALLOWANCE	
					001-152-0000-4300	147.15
					Total : 147.15	
204865	2/21/2017	892485 ZIV ENTERPRISES LLC	56-0730-04		WATER ACCT REFUND-462 FIFTH	
					070-2010	314.52
					Total : 314.52	
204866	2/21/2017	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	JAN 2017		COMMISSIONER'S REIMBURSEMENT	
					001-115-0000-4111	50.00
					Total : 50.00	
171	Vouchers for bank code :		bank3		Bank total :	632,535.29
171	Vouchers in this report				Total vouchers :	632,535.29

Voucher Registers are not final until approved by Council.

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HANDWRITTEN CHECKS

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204313	1/3/2017	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS - JANL 001-1160	143,336.71
					Total :	143,336.71
204412	1/12/2017	103648 CITY OF SAN FERNANDO	PR 1-13-17		REIMB FOR PAYROLL W/E 1-6-17	
					001-1003	344,664.25
					007-1003	692.83
					008-1003	1,321.62
					010-1003	687.14
					011-1003	988.32
					012-1003	820.32
					017-1003	3,306.95
					018-1003	59,356.89
					026-1003	412.38
					027-1003	3,187.93
					029-1003	3,488.18
					041-1003	5,720.21
					043-1003	7,843.35
					070-1003	42,569.96
					072-1003	23,686.37
					Total :	498,746.70
204413	1/12/2017	103255 STATE BOARD OF EQUALIZATION	58-101099		VENDOR USE FUEL TAX RETURN FOR 041-320-3661-4450	4,620.00
					Total :	4,620.00
204414	1/12/2017	891890 BLODGETT BAYLOSIS	161465	11526	ENVIRONMENTAL PLANNING (LAS PAL 017-420-1396-4260	3,250.00
					Total :	3,250.00
204415	1/12/2017	891890 BLODGETT BAYLOSIS	161466	11526	ENVIRONMENTAL PLANNING (LAS PAL 017-420-1396-4260	3,250.00
					Total :	3,250.00
204416	1/13/2017	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE PREMIUMS FOR , 001-1160	264.33

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02/10/2017 9:56:52AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
204416	1/13/2017	891230 891230 DELTA DENTAL INSURANCE COMPANY	(Continued)			Total :	264.33
204417	1/13/2017	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE PREMIUMS FOR , 001-1160	11,498.71	
					Total :	11,498.71	
204418	1/13/2017	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE PREMIUMS FOR 001-1160	2,447.72	
					Total :	2,447.72	
204419	1/13/2017	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE PREMIUMS FOR JAN 001-1160	3,265.02	
					Total :	3,265.02	
204420	1/23/2017	887608 ADLERHORST INTERNATIONAL INC	73706	11540	REPLACEMENT POLICE CANINE 020-222-0000-4450	6,050.00	
					Total :	6,050.00	
204421	1/26/2017	103648 CITY OF SAN FERNANDO	PR 1-27-17		REIMB. FOR PAYROLL W/E 1-20-17		
					007-1003	692.84	
					008-1003	1,321.70	
					010-1003	687.14	
					011-1003	988.35	
					012-1003	820.28	
					017-1003	19.54	
					018-1003	60,554.81	
					026-1003	412.38	
					027-1003	3,178.92	
					029-1003	3,473.74	
					041-1003	5,766.99	
					043-1003	7,847.77	
					070-1003	39,912.33	
					072-1003	24,569.44	
					001-1003	313,376.57	
					Total :	463,622.80	
204516	1/27/2017	103882 INTERNAL REVENUE SERVICE	01-27-2017		PAYMENT FOR 4TH QUARTER DUE 001-2110	10,429.18	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204516	1/27/2017	103882	103882 INTERNAL REVENUE SERVICE	(Continued)		Total : 10,429.18
12 Vouchers for bank code : bank3						Bank total : 1,150,781.17
12 Vouchers in this report						Total vouchers : 1,150,781.17

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager
By: Federico Ramirez, Community Development Director
Richard Padilla, Assistant City Attorney

Date: February 21, 2017

Subject: Consideration to Adopt Urgency Ordinance No. U-1665 of the City of San Fernando Making Findings and Establishing an Interim Moratorium Prohibiting New Accessory Dwelling Units (Currently Referred to as "Second Dwelling Units" in the Zoning Ordinance) Except Those Meeting Specified Development Standards Noted in Said Urgency Ordinance Consistent with Recently Adopted State Law.

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. U-1665 (Attachment "A") by title, "An interim Urgency Ordinance of the City Council of the City of San Fernando, California, making findings and establishing an interim moratorium prohibiting new accessory dwelling units (currently referred to as "second dwelling units" in the zoning ordinance) except those meeting specified development standards noted in said urgency ordinance consistent with recently adopted state law." This Ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.

BACKGROUND:

City Authority.

The California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations. The authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare.

Consideration to Adopt Urgency Ordinance No. U-1665 of the City of San Fernando Making Findings and Establishing an Interim Moratorium Prohibiting New Accessory Dwelling Units (currently referred to as "Second Dwelling Units" in the Zoning Ordinance) Except Those Meeting Specified Development Standards Noted in Said Urgency Ordinance Consistent with Recently Adopted State Law

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California Government Code section 65858 authorizes the City Council to adopt an urgency ordinance for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council, Planning Commission, or Community Development Department is considering or studying or intends to study within a reasonable time.

State Laws Affecting Accessory Dwelling Units ("ADUs") Locally.

Recent State law amends California Government Code Section 65852.2 and limits the City's ability to regulate or limit new ADUs. Effective January 1, 2017, Assembly Bill 2299 ("AB 2299") and Senate Bill 1069 ("SB 1069") now require cities to adopt new regulations via an ordinance that comply with the new applicable restrictions related to review of new ADUs and associated development standards identified in the aforementioned State laws. As of January 1, 2017, cities without ordinances and cities with ordinances for former Second Dwelling Units must adopt a new ordinance in compliance with the new State regulations.

After January 1, 2017, cities that do not have adopted ADU regulations in compliance with these new State laws, "shall apply the standards established in this subdivision [i.e., applicable ADU regulations as noted in AB 2299 and SB 1069] for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section [i.e., State laws for ADUs as noted in AB 2299 and SB 1069]." (See Attachments "B": SB 2299 and "C": SB 1069 for the specific language of both legislative bills.)

Summary of Urgency Ordinance Provisions.

Below is a summary of the central provisions in the proposed Interim Ordinance, which implement the new State law.

The proposed Urgency Ordinance No. U-1665 (Attachment "A") would designate the zoning districts within the City where new ADUs may be permitted, establish local development standards, and implement the new State requirements. It would supersede the City's current development standards for Second Dwelling Units as noted City Code Sections 106-358 and 106-359 and modify those terms as they are defined in City Code Section 106-6.

In order to comply with the new State law, the proposed Urgency Ordinance No. U-1665 establishes the following standards for new ADUs:

Except as otherwise provided under this Ordinance or under Government Code Section 65852.2 the following conditions and restrictions shall apply to any proposed ADU:

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1. General Provisions: A proposed ADU, whether attached or detached, shall comply with all applicable building, housing, zoning and site development standards otherwise applicable under the San Fernando City Code, including but not limited to standards regarding setbacks, floor area ratio standards, height, lot coverage, architectural design review, including compatibility with existing structures located on the same property and in the surrounding neighborhood, fee and charge requirements and other applicable zoning requirements generally applicable to residential construction in the zone in which the property is located.
2. Permitted Zones: An ADU shall be a permitted use within the following zones only: R-1 (Single-Family Residential) Zone; R-2 (Multiple Family Dwelling) Zone; or R-3 (Multiple Family) Zone. Subject to the general zoning restriction set forth in the preceding sentence, an ADU may only be permitted on a lot with one lawful and pre-existing single-family residence.
3. Architectural Compatibility with Historic Primary Residence: The architectural treatment of an ADU constructed on a lot that has an identified historical resource listed on the federal, state, and/or local register of historic places shall be reviewed to ensure compliance with the City's historic preservation ordinance.
4. Architectural Design: The architectural design and color of the ADU shall be similar and compatible to the architectural design and color of the primary residence.
5. One Accessory Dwelling Unit per Lot: Subject to the general zoning restriction set forth under subsection (E)(2) of this section, above, one (1), and only one, ADU shall be permitted on a lot and such lot shall have only one lawful and pre-existing primary single-family dwelling unit.
6. Lot Coverage: The lot coverage for both the primary residence and ADU shall not exceed the maximum lot coverage applicable to similarly zoned lots.
7. Building Placement: The proposed location and building orientation of an ADU shall be designed to maximize solar access, view protection, privacy, parking, noise, visual or health and safety impacts both within the project site and to adjoining residential land uses. The proposed site layout of the ADU shall be designed to provide emergency vehicle access as required by the fire marshal.
8. Building Layout: An ADU that is located on the second floor of a primary residence shall share the same entrance/exit as the primary unit. Exterior stairs must lead to and/or connect to common hallway, deck or entry, rather than to a specific room. Alternative

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locations for an interior or exterior staircase required in order to comply with applicable building code requirements shall be reviewed and approved by the chief planning official or his or her designee on a case-by-case basis.

9. **Building Size:** A detached ADU shall be designed as an accessory use of the property and shall contain a maximum six-hundred and forty (640) square feet of gross floor area; for an attached ADU, the total floor space must not exceed the lesser of 640 square feet or thirty percent (30%) of primary residence's living area.
10. **Building Height:** Whether attached or detached to the primary single-family dwelling unit on a lot, the overall building height of an ADU shall not exceed twenty-five (25) feet as measured from natural grade to top of roof peak. When ADU is located within the required rear yard setback, and not above an existing garage then the ADU must not exceed a height of fourteen (14) feet and one story.
11. **Minimum Separation between Structures:** A minimum six-foot separation shall be maintained between the ADU and the primary residence or other accessory building.
12. **On-site Parking Space Requirements:** A minimum of one off-street parking space is provided for each bedroom of the ADU or studio ADU, in addition to the parking required for the primary residence. The parking spaces requires for the ADU must satisfy all of the following:
 - a. Required front, side and rear yards and open space may not be used for parking;
 - b. The ADU's parking space may be tandem, covered, or uncovered, but must be paved;
 - c. The dimensions of all parking spaces or driveways shall comply with the requirements set forth in Subdivision II (Off-street Parking) of Division 3 (Vehicular Parking Loading and Maneuvering Areas) of Article V (General Development Standards) of Chapter 106 (Zoning) of the San Fernando City Code;
 - d. If an existing garage or other parking is converted to or displaced for an ADU, the conversion or displacement shall not eliminate any off-street parking that is required for the primary residence;
 - e. If a garage, carport, or covered parking structure is demolished in conjunction with construction of the ADU, the off-street parking spaces lost as a result of the demolition shall be replaced on-site. The replacement parking spaces may be covered spaces,

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uncovered spaces, tandem spaces, or spaces created by mechanical automobile parking lifts.

13. **Parking Space Location:** Parking spaces for the primary residence and ADU shall be located on-site. Except where the ADU is expressly eligible for a reduced setback under applicable state law, an ADU shall be constructed within the available lot area that is outside of a required front and side setback areas as identified in the City’s zoning ordinance for each residential zoning district, but in no case shall the parking spaces for the ADU and the primary residence be located within the required driveway in a manner that results in less than a 10 foot-wide path of vehicular travel to access a designated on-site parking space.
14. **Supplemental Parking Standards:** In addition the development standards for ADUs noted above, ADUs that meet the following State provisions (consistent with AB 2299 and SB 1069) shall not be required to provide on-site parking:
 - a. The ADU is located within one-half mile of “public transit” within the meaning of Government Code Section 65852.2;
 - b. The ADU is located within an architecturally and historic significant historic district;
 - c. The ADU is part of the existing primary residence or an existing accessory structure;
 - d. When on-street parking permits are required but not offered to the occupant of the ADU; or
 - e. When there is a care share vehicle located within one block of the ADU.
15. **Setbacks:** Except where the ADU is eligible for a reduced setback pursuant to State law, attached ADUs must comply with the setback requirements applicable to the primary residence and detached ADUs must have at least a five-foot rear and five-foot side setbacks. No ADU shall be placed within the required front yard setback. Notwithstanding the previously noted provisions, the following setbacks shall apply to ADUs built above a garage or resulting from a converted garage:
 - a. For an ADU that is constructed above a garage, the minimum setback from all property lines is five (5) feet.
 - b. For an ADU that is converted from an existing garage, no additional setbacks beyond the existing garage setback is required beyond those required by the local building and fire codes.

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16. Use of Existing Vehicular Driveway Access: Whenever physically feasible, the driveway approach to the primary single-family dwelling unit shall be used to provide access to all on-site parking in order to reduce the number of vehicle driveways that may cross pedestrian sidewalk areas.
17. Minimum Driveway Dimension: A minimum ten feet (10') wide driveway shall provide vehicle ingress and egress to the designated on-site parking area for an ADU.
18. Public Utility Connection Fees: The property owner shall install new or separate utility connection between the ADU and the utility, and pays all applicable connection fees or capacity charges, except if the ADU is specifically exempted under Government Code Section 65852.2(e) and (f).
19. City and School Fees: The property owner shall pay all City building permit, school district, and other applicable fees, including development impact fees for an ADU.
20. Underground Utilities: Unless otherwise provided under State law, all public utilities for the ADUs shall be located underground.
21. Unpermitted Structures: A trailer, motor vehicle or other recreational vehicle, as defined in the section 106-6 (Definitions) of Chapter 106 (Zoning) of the San Fernando City Code, may not be used as an ADU and stored or maintained as a habitable unit or livable area on a residential lot.
22. Owner Occupancy and Restrictive Covenant: Either the primary single-family dwelling unit or the ADU on a lot shall be occupied by the owner of the lot. The property owner shall enter into a restrictive covenant with the City that applies to the owner and all successors in interest, in a form acceptable to the City Attorney that will be recorded on the subject property.

The restrictive covenant shall: (i) specify that the property owner must reside in either the primary dwelling unit or the ADU; (ii) expressly prohibit the rental of both units at the same time; (iii) the ADU may be rented only for terms longer than thirty (30) consecutive calendar days; (iv) the ADU may not to be sold or conveyed separately from the primary residence, (v) the property owner and all successors in interest shall maintain the ADU and the property in accordance with all applicable ADU requirements and standards; (vi) any violation will be subject to penalties as provided Article II (General Penalties) and Article III (Administrative Penalties – Citations) of Chapter 1 (General Provisions and Penalties of the San Fernando City Code; and (vii) an future sale of residential lots with ADUs shall require, prior to the close of escrow, an inspection by the building and safety supervisor or his

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designee to assure that all on-site residential structures have been maintained in compliance with applicable zoning and building code requirements.

23. Automatic Sprinkler Systems: If an automatic sprinkler system is required for the primary residence, then the ADU must also provide an automatic sprinkler system.
24. Site Plan Review: Any proposed ADU shall be subject to review and approval by the Community Development Director or his or her designee pursuant to the site plan review procedure contained in section 106-112 (Procedure) of Chapter 106 (Zoning) of the San Fernando City Code and is subject to compliance with the development standards as specified in this Ordinance unless otherwise modified by subsequent ordinance updates as allowed under State law.

Findings for a Moratorium.

The City Council must make the following finding to adopt the Interim Urgency Ordinance and it must pass by a four-fifths vote:

- There is a current and immediate threat to the public health, safety, or welfare, and the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for the use, which is required in order to comply with a zoning ordinance, would result in that threat to public health, safety, or welfare.

Reasons for Considering A Moratorium Now.

Multiple factors affect council consideration of the proposed moratorium including:

- As word gets out via the various news outlets of the State-mandated ADU regulations, the City has received additional public inquiries about the current process that is in place to develop ADUs. (See August 24, 2016 LA Times Article by Liam Dunn, "Yes, in your backyard: Legislature OKs easing restrictions on building 'granny flats' in California" as one example of news outlets coverage of new ADU regulations.) Staff anticipates that as more individuals become familiar with the ADU regulations under State law we will continue to see an uptick in not just public counter inquiries but actual applications for new ADUs.
- Without a State-compliant ordinance on January 1, 2017, the City's existing second dwelling unit/accessory dwelling unit regulations may be considered null and void pursuant to Government Code Section 65852.2(a)(4); if this is the case then the City would be required to approve any new ADU permit that meets minimal State criteria, which includes amongst other things: reduced setbacks, increased building sizes, and no on-site parking and modified parking standards that collectively result in new ADUs that have greater impact to the community and more specifically the individual

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neighborhood in which they are proposed; these impacts may be greater than those that would otherwise result from our current second dwelling unit regulations.

- Unless the City adopts this interim Urgency Ordinance, the City would be required to either approve new ADUs under development standards that may have severe negative impacts on the surrounding community or adopt permanent standards for the entire City without the benefit of an inquiry and study on the appropriate development standards that would otherwise occur through the proper vetting of a new zone text amendment by the public, the Planning and Preservation Commission, and eventually the City Council as part of a new ordinance approval process.

Based on the reasons noted above, City staff and the City Attorney recommend that the City Council adopt the attached Urgency Ordinance No. U-1665 at this time in order to prohibit new ADUs unless they are developed in compliance with the proposed development standards outlined in the attached Urgency Ordinance in compliance with State law.

CEQA Compliance.

The proposed Urgency Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA). Based on that assessment, the proposed Urgency Ordinance No. U-1665 has been determined to be exempt from CEQA review pursuant to State CEQA Guidelines, Article 18: Statutory Exemptions, Section 15282(h), which notes the following statutory exemption for “the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of Government Code as set forth in Section 21080.17 of the Public Resources Code.”

BUDGET IMPACT:

Approval of this Urgency Ordinance is not expected to have any direct impact on the City’s budget during the initial 45-day period, as the City staff time and the legal fees from the City Attorney’s Office for work on a permanent ordinance amendment would be covered under the current budget. However, the subsequent selection of a housing consultant to prepare the required ADU ordinance update will require an appropriation of general fund monies (amount yet to be determined) that is based on the bid proposals received by the City as part of the RFP process, which is currently underway.

Consideration to Adopt Urgency Ordinance No. U-1665 of the City of San Fernando Making Findings and Establishing an Interim Moratorium Prohibiting New Accessory Dwelling Units (currently referred to as “Second Dwelling Units” in the Zoning Ordinance) Except Those Meeting Specified Development Standards Noted in Said Urgency Ordinance Consistent with Recently Adopted State Law

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CONCLUSION:

It is recommended that City Council adopt Urgency Ordinance No. U-1665 by a four-fifths vote prohibiting new ADUs except those meeting certain standards set forth in the Urgency Ordinance. In addition, it is recommended that the City Council direct City staff and the City Attorney’s Office to prepare a permanent ordinance regulating new Accessory Dwelling Units (“ADUs”) consistent with recently enacted State law for consideration by the Planning and Preservation Commission and subsequently, by the City Council.

The Urgency Ordinance allows City staff and the City Attorney to further study: the City’s existing regulations, the changes to the development standards prescribed under current Urgency Ordinance No. U-1665 and the selection of a qualified housing consultant to prepare updated ADU regulations that meet State-mandated requirements while allowing proper vetting by the Planning and Preservation Commission and the City Council. This process will most likely require an extension of the Urgency Ordinance to facilitate the code preparation and review by the Commission and City Council in order to ensure that the City can mitigate any potential impacts to traffic flow and public safety that may arise from allowing new ADUs within the impacted residential zoning districts.

Therefore, City staff in collaboration with the City Attorney’s Office will undertake the following after City Council approval of the Urgency Ordinance:

- Issue a written status report to the City Council within 35 days describing the measures taken to alleviate the conditions which led to the adoption of the proposed Urgency Ordinance; and
- Notice a Public Hearing to occur within 45 days that will consider the extension of the proposed Urgency Ordinance if necessary.

ATTACHMENTS:

- A. Urgency Ordinance No. U-1665
- B. AB 2299 (Bloom)
- C. SB 1069 (Wieckowski)

ATTACHMENT “A”**URGENCY ORDINANCE NO. U-1665**

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, MAKING FINDINGS AND ESTABLISHING AN INTERIM MORATORIUM PROHIBITING NEW ACCESSORY DWELLING UNITS (CURRENTLY REFERRED TO AS “SECOND DWELLING UNITS” IN THE ZONING ORDINANCE) EXCEPT THOSE MEETING SPECIFIED DEVELOPMENT STANDARDS NOTED IN SAID URGENCY ORDINANCE CONSISTENT WITH RECENTLY ADOPTED STATE LAW

WHEREAS, California Constitution Article XI, Section 7, enables the City of San Fernando (the “City”) to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, on September 27, 2016, the Governor signed SB 1069 and AB 2299 into law as part of an effort to streamline housing production; and

WHEREAS, the new legislation took effect January 1, 2017 and limits the ability of cities to regulate so-called “accessory dwelling units” more commonly known as “second dwelling units” or “granny flats”; and

WHEREAS, the new legislation requires that cities have in place an ordinance that complies with certain baseline requirements and requires cities to submit a copy of their ADU ordinance to the Department of Housing and Community Development within 60 days of its adoption; and

WHEREAS, on February 2, 2017 the City of San Fernando (“City”) issued a Request for Proposals for a professional land use planning consulting firm to assist the City in updating its zoning ordinances, including provisions relating the regulation of accessory dwelling units; and

WHEREAS, the deadline for submitting proposals is February 28, 2017 with the time period for both the award of a contract and the ultimate development of an updated ordinance potentially taking several months thereafter to complete; and

WHEREAS, while the City understands the new State legislation requires ministerial approval of ADUs going forward (and not a discretionary approval), the city wishes to balance

compliance with State law with the rights still preserved under the new legislation authorizing the City to establish certain baseline standards required to approve accessory dwelling units; and

WHEREAS, Government Code section 65858 authorizes the City Council to adopt an urgency ordinance for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council, Planning and Preservation Commission, or the Community Development Department is considering or studying or intends to study within a reasonable time; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Purpose, Findings, and Intent.

- A. Effective January 1, 2017, Assembly Bill 2299 ("AB 2299") and Senate Bill 1069 ("SB 1069") amended Government Code Section 65852.2 to further limit the standards cities may impose on new Accessory Dwelling Units ("ADUs") and require city ordinances to incorporate State-mandated standards for certain types of ADUs. As amended, Government Code Section 65852.2 allows the city to designate areas where new ADUs may be permitted and to establish objective standards related to parking, height, setback, lot coverage, landscaping and architectural review, which must be applied ministerially except where a property owner is seeking an exception to the adopted standards. In the absence of a State-compliant ordinance on January 1, 2017, the city's existing ADU regulations, to the extent they conflict with the new legislation, may be considered null and void pursuant to Government Code Section 65852.2(a)(4), and the city would then be required to approve any application for a new ADU that meets minimal State criteria.
- B. The City of San Fernando ("City") is currently soliciting proposals from qualified land use planning consultants to prepare various updates to the city's zoning regulations, including provisions addressing the regulation of so-called "accessory dwelling units" (dwellings currently referred to under the San Fernando City Code as "second dwelling units"). The effort to undertake updates to zoning regulations relating to accessory dwelling units specifically will require study and analysis of the ways in which ADUs impact infrastructure, public services, parking, traffic circulation, density and a host of other land use factors. This effort will also require study and analysis of newly imposed restrictions placed on cities by the State legislature affecting the form ADU regulations may take; and the process by which ADU application requests are processed and approved.
- C. Unless the City adopts this interim urgency ordinance, the City would be required to either approve new ADUs in locations and under standards that may have severe negative impacts on the surrounding community or adopt permanent standards for the entire City

without the benefit of an inquiry and study on the appropriate locations and standards for ADUs in the City and in particular areas.

- D. The City Council finds that-property owners are likely to submit applications for new ADUs before the new regulations become effective. These applications would cause confusion and ambiguity regarding the applicability of provisions in the city's current second dwelling unit (i.e., accessory dwelling unit) regulations with potentially inconsistent and unfair results for city residents and with limited ability for the City to address impacts in a reasonable and even-handed manner through its city code. The establishment of these new ADUs has the potential to conflict with the City's permanent ADU regulations, which will be adopted in compliance with Government Code Section 65852.2 after further study of the appropriate standards and locations for ADUs in San Fernando. Accordingly, this interim urgency ordinance is necessary to protect the public safety, health, and welfare and its urgency is hereby declared.
- E. The city intends to consider the adoption of permanent regulations within a reasonable time. The Planning and Preservation Commission, the City Council, and the people of San Fernando require a reasonable, limited, yet sufficient period of time to establish permanent regulations for new ADUs. Given the time required to schedule and conduct duly noticed public hearings before the Planning and Preservation Commission and the City Council, the City Council finds that this interim urgency ordinance (hereinafter, the "Ordinance") is necessary to prevent the establishment of new ADUs with a reasonable potential to conflict with the city's permanent regulations. The City Council has the authority to adopt an Ordinance pursuant to Government Code Section 65858 in order to protect the public health, safety, or welfare.

SECTION 3. Imposition of Moratorium and Interim Regulations. In accordance with Government Code Section 65858(a), and pursuant to the findings stated herein, the City Council hereby: (1) declares that the findings and determinations in Section 1 are true and correct; (2) finds that there exists a current and immediate threat to the public health, safety, and welfare requiring this Ordinance; (3) finds that this Ordinance is necessary for the immediate preservation of the public peace, health, and safety as set forth herein; and (4) declares and imposes a temporary moratorium with interim regulations for the immediate preservation of the public health, safety, and welfare as set forth below:

- A. This Ordinance shall expire, and its standards and requirements shall terminate, forty-five (45) days after the date of adoption of this Ordinance, unless extended by the City Council at a regularly noticed public hearing, pursuant to Government Code Section 65858.
- B. Notwithstanding any other ordinance or provision of the San Fernando City Code or any specific plan, no application for a building permit or other land use entitlement shall be accepted for processing or approved for a new accessory dwelling unit ("ADU") unless it satisfies all the requirements in Section D of this Ordinance. Sections 106-358 and 106-359 of the San Fernando City Code also hereby suspended for so long as this Ordinance

remains in place or until such time as the same are amended by new permanent regulations that comply with new State regulations.

- C. The term "ADU," for purposes of this Ordinance, shall mean an attached or a detached accessory dwelling unit the application for which a complete application was submitted to the City on or after the effective date of this Ordinance, which provides complete independent living facilities for one or more persons and includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. The term "ADU" also includes an "Efficiency Unit" as defined in Health and Safety Code Section 17958.1 and a "Manufactured Home" as defined in Health and Safety Code Section 18007. The term "ADU" captures the terms, and supersedes regulations over, "second dwelling unit" under City Code Sections 106-358 and 106-359 and any adopted development code of a specific plan.
- D. The City shall not approve an application for a new ADU unless the ADU satisfies all of the standards below. An application for a new ADU that satisfies each of the below standards shall be approved by the Community Development Director following a ministerial review for compliance.
- E. Except as otherwise provided under this Ordinance or under Government Code Section 65852.2 the following conditions and restrictions shall apply to any proposed ADU:
 - 1. General Provisions: A proposed ADU, whether attached or detached, shall comply with all applicable building, housing, zoning and site development standards otherwise applicable under the San Fernando City Code, including but not limited to standards regarding setbacks, floor area ratio standards, height, lot coverage, architectural design review, including compatibility with existing structures located on the same property and in the surrounding neighborhood, fee and charge requirements and other applicable zoning requirements generally applicable to residential construction in the zone in which the property is located.
 - 2. Permitted Zones: An ADU shall be a permitted use within the following zones only: R-1 (Single-Family Residential) Zone; R-2 (Multiple Family Dwelling) Zone; or R-3 (Multiple Family) Zone. Subject to the general zoning restriction set forth in the preceding sentence, an ADU may only be permitted on a lot with one lawful and pre-existing single-family residence.
 - 3. Architectural Compatibility with Historic Primary Residence: The architectural treatment of an ADU constructed on a lot that has an identified historical resource listed on the federal, state, and/or local register of historic places shall be reviewed to ensure compliance with the city's historic preservation ordinance.
 - 4. Architectural Design: The architectural design and color of the ADU shall be similar and compatible to the architectural design and color of the primary residence.

5. One Accessory Dwelling Unit per Lot: Subject to the general zoning restriction set forth under subsection (E)(2) of this section, above, one (1), and only one, ADU shall be permitted on a lot and such lot shall have only one lawful and pre-existing primary single-family dwelling unit.
6. Lot Coverage: The lot coverage for both the primary residence and ADU shall not exceed the maximum lot coverage applicable to similarly zoned lots.
7. Building Placement: The proposed location and building orientation of an ADU shall be designed to maximize solar access, view protection, privacy, parking, noise, visual or health and safety impacts both within the project site and to adjoining residential land uses. The proposed site layout of the ADU shall be designed to provide emergency vehicle access as required by the fire marshal.
8. Building Layout: An ADU that is located on the second floor of a primary residence shall share the same entrance/exit as the primary unit. Exterior stairs must lead to and/or connect to common hallway, deck or entry, rather than to a specific room. Alternative locations for an interior or exterior staircase required in order to comply with applicable building code requirements shall be reviewed and approved by the chief planning official or his or her designee on a case by case basis.
9. Building Size: A detached ADU shall be designed as an accessory use of the property and shall contain a maximum six-hundred and forty (640) square feet of gross floor area; for an attached ADU, the total floor space must not exceed the lesser of 640 square feet or thirty percent (30%) of primary residence's living area.
10. Building Height: Whether attached or detached to the primary single-family dwelling unit on a lot, the overall building height of an ADU shall not exceed twenty-five (25) feet as measured from natural grade to top of roof peak. When ADU is located within the required rear yard setback, and not above an existing garage then the ADU must not exceed a height of fourteen (14) feet and one story.
11. Minimum Separation between Structures: A minimum six-foot separation shall be maintained between the ADU and the primary residence or other accessory building.
12. On-site Parking Space Requirements: A minimum of one off-street parking space is provided for each bedroom of the ADU or studio ADU, in addition to the parking required for the primary residence. The parking spaces requires for the ADU must satisfy all of the following:
 - a. Required front, side and rear yards and open space may not be used for parking;

- b. The ADU's parking space may be tandem, covered, or uncovered, but must be paved;
 - c. The dimensions of all parking spaces or driveways shall comply with the requirements set forth in Subdivision II (Off-street Parking) of Division 3 (Vehicular Parking Loading and Maneuvering Areas) of Article V (General Development Standards) of Chapter 106 (Zoning) of the San Fernando City Code;
 - d. If an existing garage or other parking is converted to or displaced for an ADU, the conversion or displacement shall not eliminate any off-street parking that is required for the primary residence;
 - e. If a garage, carport, or covered parking structure is demolished in conjunction with construction of the ADU, the off-street parking spaces lost as a result of the demolition shall be replaced on-site. The replacement parking spaces may be covered spaces, uncovered spaces, tandem spaces, or spaces created by mechanical automobile parking lifts.
13. Parking Space Location: Parking spaces for the primary residence and ADU shall be located on-site. Except where the ADU is expressly eligible for a reduced setback under applicable state law, an ADU shall be constructed within the available lot area that is outside of a required front and side setback areas as identified in the city's zoning ordinance for each residential zoning district, but in no case shall the parking spaces for the ADU and the primary residence be located within the required driveway in a manner that results in less than a 10 foot-wide path of vehicular travel to access a designated on-site parking space.
14. Supplemental Parking Standards: In addition the development standards for ADUs noted above, ADUs that meet the following State provisions (consistent with AB 2299 and SB 1069) shall not be required to provide on-site parking:
- a. The ADU is located within one-half mile of "public transit" within the meaning of Government Code Section 65852.2;
 - b. The ADU is located within an architecturally and historic significant historic district;
 - c. The ADU is part of the existing primary residence or an existing accessory structure;
 - d. When on-street parking permits are required but not offered to the occupant of the ADU; or
 - e. When there is a care share vehicle located within one block of the ADU.

15. Setbacks: Except where the ADU is eligible for a reduced setback pursuant to State law, attached ADUs must comply with the setback requirements applicable to the primary residence and detached ADUs must have at least a five-foot rear and five-foot side setbacks. No ADU shall be placed within the required front yard setback. Notwithstanding the previously noted provisions, the following setbacks shall apply to ADUs built above a garage or resulting from a converted garage:
 - a. For an ADU that is constructed above a garage, the minimum setback from all property lines is five (5) feet.
 - b. For an ADU that is converted from an existing garage, no additional setbacks beyond the existing garage setback is required beyond those required by the local building and fire codes.
16. Use of Existing Vehicular Driveway Access: Whenever physically feasible, the driveway approach to the primary single-family dwelling unit shall be used to provide access to all on-site parking in order to reduce the number of vehicle driveways that may cross pedestrian sidewalk areas.
17. Minimum Driveway Dimension: A minimum ten feet (10') wide driveway shall provide vehicle ingress and egress to the designated on-site parking area for an ADU.
18. Public Utility Connection Fees: The property owner shall install new or separate utility connection between the ADU and the utility, and pays all applicable connection fees or capacity charges, except if the ADU is specifically exempted under Government Code Section 65852.2(e) and (f).
19. City and School Fees: The property owner shall pay all city building permit, school district, and other applicable fees, including development impact fees for an ADU.
20. Underground Utilities: Unless otherwise provided under State law, all public utilities for the ADUs shall be located underground.
21. Unpermitted Structures: A trailer, motor vehicle or other recreational vehicle, as defined in the section 106-6 (Definitions) of Chapter 106 (Zoning) of the San Fernando City Code, may not be used as an ADU and stored or maintained as a habitable unit or livable area on a residential lot.
22. Owner Occupancy and Restrictive Covenant: Either the primary single-family dwelling unit or the ADU on a lot shall be occupied by the owner of the lot. The property owner shall enter into a restrictive covenant with the city that applies to

the owner and all successors in interest, in a form acceptable to the City Attorney that will be recorded on the subject property.

The restrictive covenant shall: (i) specify that the property owner must reside in either the primary dwelling unit or the ADU; (ii) expressly prohibit the rental of both units at the same time; (iii) the ADU may be rented only for terms longer than thirty (30) consecutive calendar days; (iv) the ADU may not to be sold or conveyed separately from the primary residence, (v) the property owner and all successors in interest shall maintain the ADU and the property in accordance with all applicable ADU requirements and standards; (vi) any violation will be subject to penalties as provided Article II (General Penalties) and Article III (Administrative Penalties – Citations) of Chapter 1 (General Provisions and Penalties of the San Fernando City Code; and (vii) an future sale of residential lots with ADUs shall require, prior to the close of escrow, an inspection by the building and safety supervisor or his designee to assure that all on-site residential structures have been maintained in compliance with applicable zoning and building code requirements.

23. Automatic Sprinkler Systems: If an automatic sprinkler system is required for the primary residence, then the ADU must also provide an automatic sprinkler system.
24. Site Plan Review: Any proposed ADU shall be subject to review and approval by the community development director or his or her designee pursuant to the site plan review procedure contained in section 106-112 (Procedure) of Chapter 106 (Zoning) of the San Fernando City Code and is subject to compliance with the development standards as specified in this Ordinance unless otherwise modified by subsequent ordinance updates as allowed under State law.

SECTION 4. CEQA Finding. The City Council hereby finds that this this Ordinance implements the provisions of Government Code Section 65852.2 and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 15282(h).

SECTION 5. Penalty. Violation of any provision of this Ordinance shall constitute a misdemeanor and a civil violation subject to the penalties provided for under Article II (General Penalties) and Article III (Administrative Penalties – Citations) of Chapter 1 (General Provisions and Penalties of the San Fernando City Code. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared

invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

SECTION 8. Effective Date. If adopted by at least four-fifths vote of the City Council, this Ordinance shall be effective commencing immediately.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a special meeting on this 21st day of February 2017.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) **SS.**
CITY OF SAN FERNANDO)

I, ELENA CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted at a special meeting of the City Council held on the 21st day of February, 2017, and was carried by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Elena G. Chávez, City Clerk



ATTACHMENT "B"

Assembly Bill No. 2299

CHAPTER 735

An act to amend Section 65852.2 of the Government Code, relating to land use.

[Approved by Governor September 27, 2016. Filed with Secretary of State September 27, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2299, Bloom. Land use: housing: 2nd units.

The Planning and Zoning Law authorizes the legislative body of a city or county to regulate, among other things, the intensity of land use, and also authorizes a local agency to provide by ordinance for the creation of 2nd units in single-family and multifamily residential zones, as specified. Existing law authorizes the ordinance to designate areas within the jurisdiction of the local agency where 2nd units may be permitted, to impose specified standards on 2nd units, and to provide that 2nd units do not exceed allowable density and are a residential use, as specified.

This bill would replace the term "second unit" with "accessory dwelling unit." The bill would, instead, require the ordinance to include the elements described above and would also require the ordinance to require accessory dwelling units to comply with specified conditions. This bill would require ministerial, nondiscretionary approval of an accessory dwelling unit under an existing ordinance. The bill would also specify that a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

Existing law requires that parking requirements for 2nd units not exceed one parking space per unit or per bedroom. Under existing law, additional parking may be required provided that a finding is made that the additional parking requirements are directly related to the use of the 2nd unit and are consistent with existing neighborhood standards applicable to residential dwellings.

This bill would delete the above-described authorization for additional parking requirements.

By increasing the duties of local officials with respect to land use regulations, this bill would impose a state-mandated local program.

This bill would incorporate additional changes in Section 65852.2 of the Government Code proposed by SB 1069 that would become operative only if SB 1069 and this bill are both chaptered and become effective on or before January 1, 2017, and this bill is chaptered last.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

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This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 65852.2 of the Government Code is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(C) Notwithstanding subparagraph (B), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(D) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(E) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

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(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of accessory dwelling units.

(4) Any existing ordinance governing the creation of accessory dwelling units by a local agency or any such ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

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(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate proposed accessory dwelling units on lots zoned for residential use that contain an existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of accessory dwelling units if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling units shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for a accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards.

(d) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000).

(e) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of accessory dwelling units, provided those requirements comply with subdivision (a).

(f) Local agencies shall submit a copy of the ordinances adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(g) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

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(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(C) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(h) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

SEC. 1.5. Section 65852.2 of the Government Code is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

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(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a

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local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot zoned for residential use that contains an existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

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(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

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(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

SEC. 2. Section 1.5 of this bill incorporates amendments to Section 65852.2 of the Government Code proposed by both this bill and Senate Bill 1069. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2017, (2) each bill amends Section 65852.2 of the Government Code, and (3) this bill is enacted after Senate Bill 1069, in which case Section 1 of this bill shall not become operative.

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

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ATTACHMENT "C"

Senate Bill No. 1069

CHAPTER 720

An act to amend Sections 65582.1, 65583.1, 65589.4, 65852.150, 65852.2, and 66412.2 of the Government Code, relating to land use.

[Approved by Governor September 27, 2016. Filed with Secretary of State September 27, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1069, Wieckowski. Land use: zoning.

The Planning and Zoning Law authorizes the legislative body of a city or county to regulate, among other things, the intensity of land use, and also authorizes a local agency to provide by ordinance for the creation of 2nd units in single-family and multifamily residential zones, as specified. That law makes findings and declarations with respect to the value of 2nd units to California's housing supply.

This bill would replace the term "second unit" with "accessory dwelling unit" throughout the law. The bill would additionally find and declare that, among other things, allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock, and these units are an essential component of housing supply in California.

The Planning and Zoning Law authorizes the ordinance for the creation of 2nd units in single-family and multifamily residential zones to include specified provisions regarding areas where accessory dwelling units may be located, standards, including the imposition of parking standards, and lot density. Existing law, when a local agency has not adopted an ordinance governing 2nd units as so described, requires the local agency to approve or disapprove the application ministerially, as provided.

This bill would instead require the ordinance for the creation of accessory dwelling units to include the provisions described above. The bill would prohibit the imposition of parking standards under specified circumstances. The bill would revise requirements for the approval or disapproval of an accessory dwelling unit application when a local agency has not adopted an ordinance. The bill would also require the ministerial approval of an application for a building permit to create one accessory dwelling unit within the existing space of a single-family residence or accessory structure, as specified. The bill would prohibit a local agency from requiring an applicant for this permit to install a new or separate utility connection directly between the unit and the utility or imposing a related connection fee or capacity charge. The bill would authorize a local agency to impose this requirement for other accessory dwelling units.

This bill would incorporate additional changes in Section 65852.2 of the Government Code proposed by AB 2299 that would become operative only

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if AB 2299 and this bill are both chaptered and become effective on or before January 1, 2017, and this bill is chaptered last.

By increasing the duties of local officials, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 65582.1 of the Government Code is amended to read:

65582.1. The Legislature finds and declares that it has provided reforms and incentives to facilitate and expedite the construction of affordable housing. Those reforms and incentives can be found in the following provisions:

(a) Housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3).

(b) Extension of statute of limitations in actions challenging the housing element and brought in support of affordable housing (subdivision (d) of Section 65009).

(c) Restrictions on disapproval of housing developments (Section 65589.5).

(d) Priority for affordable housing in the allocation of water and sewer hookups (Section 65589.7).

(e) Least cost zoning law (Section 65913.1).

(f) Density bonus law (Section 65915).

(g) Accessory dwelling units (Sections 65852.150 and 65852.2).

(h) By-right housing, in which certain multifamily housing are designated a permitted use (Section 65589.4).

(i) No-net-loss-in zoning density law limiting downzonings and density reductions (Section 65863).

(j) Requiring persons who sue to halt affordable housing to pay attorney fees (Section 65914) or post a bond (Section 529.2 of the Code of Civil Procedure).

(k) Reduced time for action on affordable housing applications under the approval of development permits process (Article 5 (commencing with Section 65950) of Chapter 4.5).

(l) Limiting moratoriums on multifamily housing (Section 65858).

(m) Prohibiting discrimination against affordable housing (Section 65008).

(n) California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3).

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(o) Community redevelopment law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code, and in particular Sections 33334.2 and 33413).

SEC. 2. Section 65583.1 of the Government Code is amended to read:

65583.1. (a) The Department of Housing and Community Development, in evaluating a proposed or adopted housing element for substantial compliance with this article, may allow a city or county to identify adequate sites, as required pursuant to Section 65583, by a variety of methods, including, but not limited to, redesignation of property to a more intense land use category and increasing the density allowed within one or more categories. The department may also allow a city or county to identify sites for accessory dwelling units based on the number of accessory dwelling units developed in the prior housing element planning period whether or not the units are permitted by right, the need for these units in the community, the resources or incentives available for their development, and any other relevant factors, as determined by the department. Nothing in this section reduces the responsibility of a city or county to identify, by income category, the total number of sites for residential development as required by this article.

(b) Sites that contain permanent housing units located on a military base undergoing closure or conversion as a result of action pursuant to the Defense Authorization Amendments and Base Closure and Realignment Act (Public Law 100-526), the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510), or any subsequent act requiring the closure or conversion of a military base may be identified as an adequate site if the housing element demonstrates that the housing units will be available for occupancy by households within the planning period of the element. No sites containing housing units scheduled or planned for demolition or conversion to nonresidential uses shall qualify as an adequate site.

Any city, city and county, or county using this subdivision shall address the progress in meeting this section in the reports provided pursuant to paragraph (1) of subdivision (b) of Section 65400.

(c) (1) The Department of Housing and Community Development may allow a city or county to substitute the provision of units for up to 25 percent of the community's obligation to identify adequate sites for any income category in its housing element pursuant to paragraph (1) of subdivision (c) of Section 65583 where the community includes in its housing element a program committing the local government to provide units in that income category within the city or county that will be made available through the provision of committed assistance during the planning period covered by the element to low- and very low income households at affordable housing costs or affordable rents, as defined in Sections 50052.5 and 50053 of the Health and Safety Code, and which meet the requirements of paragraph (2). Except as otherwise provided in this subdivision, the community may substitute one dwelling unit for one dwelling unit site in the applicable income category. The program shall do all of the following:

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(A) Identify the specific, existing sources of committed assistance and dedicate a specific portion of the funds from those sources to the provision of housing pursuant to this subdivision.

(B) Indicate the number of units that will be provided to both low- and very low income households and demonstrate that the amount of dedicated funds is sufficient to develop the units at affordable housing costs or affordable rents.

(C) Demonstrate that the units meet the requirements of paragraph (2).

(2) Only units that comply with subparagraph (A), (B), or (C) qualify for inclusion in the housing element program described in paragraph (1), as follows:

(A) Units that are to be substantially rehabilitated with committed assistance from the city or county and constitute a net increase in the community's stock of housing affordable to low- and very low income households. For purposes of this subparagraph, a unit is not eligible to be "substantially rehabilitated" unless all of the following requirements are met:

(i) At the time the unit is identified for substantial rehabilitation, (I) the local government has determined that the unit is at imminent risk of loss to the housing stock, (II) the local government has committed to provide relocation assistance pursuant to Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 to any occupants temporarily or permanently displaced by the rehabilitation or code enforcement activity, or the relocation is otherwise provided prior to displacement either as a condition of receivership, or provided by the property owner or the local government pursuant to Article 2.5 (commencing with Section 17975) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code, or as otherwise provided by local ordinance; provided the assistance includes not less than the equivalent of four months' rent and moving expenses and comparable replacement housing consistent with the moving expenses and comparable replacement housing required pursuant to Section 7260, (III) the local government requires that any displaced occupants will have the right to reoccupy the rehabilitated units, and (IV) the unit has been found by the local government or a court to be unfit for human habitation due to the existence of at least four violations of the conditions listed in subdivisions (a) to (g), inclusive, of Section 17995.3 of the Health and Safety Code.

(ii) The rehabilitated unit will have long-term affordability covenants and restrictions that require the unit to be available to, and occupied by, persons or families of low- or very low income at affordable housing costs for at least 20 years or the time period required by any applicable federal or state law or regulation.

(iii) Prior to initial occupancy after rehabilitation, the local code enforcement agency shall issue a certificate of occupancy indicating compliance with all applicable state and local building code and health and safety code requirements.

(B) Units that are located either on foreclosed property or in a multifamily rental or ownership housing complex of three or more units, are converted

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with committed assistance from the city or county from nonaffordable to affordable by acquisition of the unit or the purchase of affordability covenants and restrictions for the unit, are not acquired by eminent domain, and constitute a net increase in the community's stock of housing affordable to low- and very low income households. For purposes of this subparagraph, a unit is not converted by acquisition or the purchase of affordability covenants unless all of the following occur:

(i) The unit is made available for rent at a cost affordable to low- or very low income households.

(ii) At the time the unit is identified for acquisition, the unit is not available at an affordable housing cost to either of the following:

(I) Low-income households, if the unit will be made affordable to low-income households.

(II) Very low income households, if the unit will be made affordable to very low income households.

(iii) At the time the unit is identified for acquisition the unit is not occupied by low- or very low income households or if the acquired unit is occupied, the local government has committed to provide relocation assistance prior to displacement, if any, pursuant to Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 to any occupants displaced by the conversion, or the relocation is otherwise provided prior to displacement; provided the assistance includes not less than the equivalent of four months' rent and moving expenses and comparable replacement housing consistent with the moving expenses and comparable replacement housing required pursuant to Section 7260.

(iv) The unit is in decent, safe, and sanitary condition at the time of occupancy.

(v) The unit has long-term affordability covenants and restrictions that require the unit to be affordable to persons of low- or very low income for not less than 55 years.

(vi) For units located in multifamily ownership housing complexes with three or more units, or on or after January 1, 2015, on foreclosed properties, at least an equal number of new-construction multifamily rental units affordable to lower income households have been constructed in the city or county within the same planning period as the number of ownership units to be converted.

(C) Units that will be preserved at affordable housing costs to persons or families of low- or very low incomes with committed assistance from the city or county by acquisition of the unit or the purchase of affordability covenants for the unit. For purposes of this subparagraph, a unit shall not be deemed preserved unless all of the following occur:

(i) The unit has long-term affordability covenants and restrictions that require the unit to be affordable to, and reserved for occupancy by, persons of the same or lower income group as the current occupants for a period of at least 40 years.

(ii) The unit is within an "assisted housing development," as defined in paragraph (3) of subdivision (a) of Section 65863.10.

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(iii) The city or county finds, after a public hearing, that the unit is eligible, and is reasonably expected, to change from housing affordable to low- and very low income households to any other use during the next five years due to termination of subsidy contracts, mortgage prepayment, or expiration of restrictions on use.

(iv) The unit is in decent, safe, and sanitary condition at the time of occupancy.

(v) At the time the unit is identified for preservation it is available at affordable cost to persons or families of low- or very low income.

(3) This subdivision does not apply to any city or county that, during the current or immediately prior planning period, as defined by Section 65588, has not met any of its share of the regional need for affordable housing, as defined in Section 65584, for low- and very low income households. A city or county shall document for any housing unit that a building permit has been issued and all development and permit fees have been paid or the unit is eligible to be lawfully occupied.

(4) For purposes of this subdivision, "committed assistance" means that the city or county enters into a legally enforceable agreement during the period from the beginning of the projection period until the end of the second year of the planning period that obligates sufficient available funds to provide the assistance necessary to make the identified units affordable and that requires that the units be made available for occupancy within two years of the execution of the agreement. "Committed assistance" does not include tenant-based rental assistance.

(5) For purposes of this subdivision, "net increase" includes only housing units provided committed assistance pursuant to subparagraph (A) or (B) of paragraph (2) in the current planning period, as defined in Section 65588, that were not provided committed assistance in the immediately prior planning period.

(6) For purposes of this subdivision, "the time the unit is identified" means the earliest time when any city or county agent, acting on behalf of a public entity, has proposed in writing or has proposed orally or in writing to the property owner, that the unit be considered for substantial rehabilitation, acquisition, or preservation.

(7) In the third year of the planning period, as defined by Section 65588, in the report required pursuant to Section 65400, each city or county that has included in its housing element a program to provide units pursuant to subparagraph (A), (B), or (C) of paragraph (2) shall report in writing to the legislative body, and to the department within 30 days of making its report to the legislative body, on its progress in providing units pursuant to this subdivision. The report shall identify the specific units for which committed assistance has been provided or which have been made available to low- and very low income households, and it shall adequately document how each unit complies with this subdivision. If, by July 1 of the third year of the planning period, the city or county has not entered into an enforceable agreement of committed assistance for all units specified in the programs adopted pursuant to subparagraph (A), (B), or (C) of paragraph (2), the city

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or county shall, not later than July 1 of the fourth year of the planning period, adopt an amended housing element in accordance with Section 65585, identifying additional adequate sites pursuant to paragraph (1) of subdivision (c) of Section 65583 sufficient to accommodate the number of units for which committed assistance was not provided. If a city or county does not amend its housing element to identify adequate sites to address any shortfall, or fails to complete the rehabilitation, acquisition, purchase of affordability covenants, or the preservation of any housing unit within two years after committed assistance was provided to that unit, it shall be prohibited from identifying units pursuant to subparagraph (A), (B), or (C) of paragraph (2) in the housing element that it adopts for the next planning period, as defined in Section 65588, above the number of units actually provided or preserved due to committed assistance.

(d) A city or county may reduce its share of the regional housing need by the number of units built between the start of the projection period and the deadline for adoption of the housing element. If the city or county reduces its share pursuant to this subdivision, the city or county shall include in the housing element a description of the methodology for assigning those housing units to an income category based on actual or projected sales price, rent levels, or other mechanisms establishing affordability.

SEC. 3. Section 65589.4 of the Government Code is amended to read:

65589.4. (a) An attached housing development shall be a permitted use not subject to a conditional use permit on any parcel zoned for an attached housing development if local law so provides or if it satisfies the requirements of subdivision (b) and either of the following:

(1) The attached housing development satisfies the criteria of Section 21159.22, 21159.23, or 21159.24 of the Public Resources Code.

(2) The attached housing development meets all of the following criteria:

(A) The attached housing development is subject to a discretionary decision other than a conditional use permit and a negative declaration or mitigated negative declaration has been adopted for the attached housing development under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code). If no public hearing is held with respect to the discretionary decision, then the negative declaration or mitigated negative declaration for the attached housing development may be adopted only after a public hearing to receive comments on the negative declaration or mitigated negative declaration.

(B) The attached housing development is consistent with both the jurisdiction's zoning ordinance and general plan as it existed on the date the application was deemed complete, except that an attached housing development shall not be deemed to be inconsistent with the zoning designation for the site if that zoning designation is inconsistent with the general plan only because the attached housing development site has not been rezoned to conform with the most recent adopted general plan.

(C) The attached housing development is located in an area that is covered by one of the following documents that has been adopted by the jurisdiction

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within five years of the date the application for the attached housing development was deemed complete:

- (i) A general plan.
 - (ii) A revision or update to the general plan that includes at least the land use and circulation elements.
 - (iii) An applicable community plan.
 - (iv) An applicable specific plan.
- (D) The attached housing development consists of not more than 100 residential units with a minimum density of not less than 12 units per acre or a minimum density of not less than eight units per acre if the attached housing development consists of four or fewer units.
- (E) The attached housing development is located in an urbanized area as defined in Section 21071 of the Public Resources Code or within a census-defined place with a population density of at least 5,000 persons per square mile or, if the attached housing development consists of 50 or fewer units, within an incorporated city with a population density of at least 2,500 persons per square mile and a total population of at least 25,000 persons.
- (F) The attached housing development is located on an infill site as defined in Section 21061.0.5 of the Public Resources Code.
- (b) At least 10 percent of the units of the attached housing development shall be available at affordable housing cost to very low income households, as defined in Section 50105 of the Health and Safety Code, or at least 20 percent of the units of the attached housing development shall be available at affordable housing cost to lower income households, as defined in Section 50079.5 of the Health and Safety Code, or at least 50 percent of the units of the attached housing development available at affordable housing cost to moderate-income households, consistent with Section 50052.5 of the Health and Safety Code. The developer of the attached housing development shall provide sufficient legal commitments to the local agency to ensure the continued availability and use of the housing units for very low, low-, or moderate-income households for a period of at least 30 years.
- (c) Nothing in this section shall prohibit a local agency from applying design and site review standards in existence on the date the application was deemed complete.
- (d) The provisions of this section are independent of any obligation of a jurisdiction pursuant to subdivision (c) of Section 65583 to identify multifamily sites developable by right.
- (e) This section does not apply to the issuance of coastal development permits pursuant to the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code).
- (f) This section does not relieve a public agency from complying with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) or relieve an applicant or public agency from complying with the Subdivision Map Act (Division 2 (commencing with Section 66473)).

(g) This section is applicable to all cities and counties, including charter cities, because the Legislature finds that the lack of affordable housing is of vital statewide importance, and thus a matter of statewide concern.

(h) For purposes of this section, “attached housing development” means a newly constructed or substantially rehabilitated structure containing two or more dwelling units and consisting only of residential units, but does not include an accessory dwelling unit, as defined by paragraph (4) of subdivision (j) of Section 65852.2, or the conversion of an existing structure to condominiums.

SEC. 4. Section 65852.150 of the Government Code is amended to read:

65852.150. (a) The Legislature finds and declares all of the following:

(1) Accessory dwelling units are a valuable form of housing in California.

(2) Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.

(3) Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security.

(4) Allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California.

(5) California faces a severe housing crisis.

(6) The state is falling far short of meeting current and future housing demand with serious consequences for the state’s economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners.

(7) Accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.

(8) Accessory dwelling units are, therefore, an essential component of California’s housing supply.

(b) It is the intent of the Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance.

SEC. 5. Section 65852.2 of the Government Code is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, architectural review,

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maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days of submittal of a complete building permit application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of accessory dwelling units.

(b) (1) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to this subdivision unless it adopts an ordinance in accordance with subdivision (a) within 120 days after receiving the application. Notwithstanding Section 65901 or 65906, every local agency shall ministerially approve the creation of an accessory dwelling unit if the accessory dwelling unit complies with all of the following:

(A) The unit is not intended for sale separate from the primary residence and may be rented.

(B) The lot is zoned for single-family or multifamily use.

(C) The lot contains an existing single-family dwelling.

(D) The accessory dwelling unit is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(E) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(F) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(G) Requirements relating to height, setback, lot coverage, architectural review, site plan review, fees, charges, and other zoning requirements generally applicable to residential construction in the zone in which the property is located.

(H) Local building code requirements that apply to detached dwellings, as appropriate.

(1) Approval by the local health officer where a private sewage disposal system is being used, if required.

(2) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(3) This subdivision establishes the maximum standards that local agencies shall use to evaluate proposed accessory dwelling units on lots zoned for residential use that contain an existing single-family dwelling. No additional standards, other than those provided in this subdivision or subdivision (a), shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(4) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of accessory dwelling units if these provisions are consistent with the limitations of this subdivision.

(5) An accessory dwelling unit that conforms to this subdivision shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling units shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not otherwise permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway. Off-street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon fire and life safety conditions. This subdivision shall not apply to a unit that is described in subdivision (e).

(e) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

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(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(f) Notwithstanding subdivisions (a) to (e), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(g) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (f), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (f), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(h) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of accessory dwelling units.

(i) Local agencies shall submit a copy of the ordinances adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(j) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one

or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

SEC. 5.5. Section 65852.2 of the Government Code is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

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(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency

has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot zoned for residential use that contains an existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

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(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

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Ch. 720

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

SEC. 6. Section 66412.2 of the Government Code is amended to read:

66412.2. This division shall not apply to the construction, financing, or leasing of dwelling units pursuant to Section 65852.1 or accessory dwelling units pursuant to Section 65852.2, but this division shall be applicable to the sale or transfer, but not leasing, of those units.

SEC. 7. Section 5.5 of this bill incorporates amendments to Section 65852.2 of the Government Code proposed by both this bill and Assembly Bill 2299. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2017, (2) each bill amends Section 65852.2 of the Government Code, and (3) this bill is enacted after Assembly Bill 2299, in which case Section 5 of this bill shall not become operative.

SEC. 8. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager

Date: February 21, 2017

Subject: Information Regarding National and Local Immigration Policies and Practices

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive a presentation from staff regarding national and local immigration policies and practices; and
- b. Provide direction to staff, as necessary.

BACKGROUND:

1. A number of federal agencies share responsibility for enforcing and implementing federal immigration laws. These agencies reside in two federal departments: U.S. Department of State and U.S. Department of Homeland Security.
2. The U.S. Department of State is responsible for foreign citizens who want to live permanently in the United States. The first step to becoming a lawful permanent resident is to obtain an immigrant visa from the U.S. Department of State (typically through an Embassy or Consulate located in the foreign citizen's country of origin). Once a foreign citizen obtains a visa and enters the United States, they are subject to the authority the U.S. Department of Homeland Security.
3. There are three (3) agencies within the Department of Homeland Security with immigration related responsibilities: 1) U.S. Citizenship and Immigration Services (USCIS), 2) U.S. Customs and Border Protection (CBP), and 3) U.S. Immigration and Customs Enforcement (ICE).
4. USCIS is responsible for all immigration-related applications and authorizations for foreign individuals who are inside the borders of the U.S. When a foreign born individual seeks entry into the United States, he or she is subject to the authority of the USCIS, which holds

Information Regarding National and Local Immigration Policies and PracticesPage 2 of 4

the ultimate authority to authorize or deny admission into the United States even though the individual may have received a valid visa from a U.S. embassy or consulate overseas.

5. CBP is responsible for patrolling points of entry into the United States, including borders, airports, and seaports. The CBP seeks to facilitate the flow of legitimate trade and travel through points of entry into the U.S., while preventing unauthorized individuals and goods from entering the U.S.
6. ICE is the law enforcement agency responsible for identifying and addressing vulnerabilities in the nation's border, economic, transportation and infrastructure security. The ICE has authority over illegal immigrant detention and removal.

ANALYSIS:

Immigration issues were at the forefront of the last presidential election cycle including changes to immigrant enforcement and regulation policies. Specifically, the current administration has taken a more restrictive stance on immigration, including the issuance of Executive Orders which have called for, among other things:

- Ramped up efforts to construct an enhanced border wall between the United States and Mexico;
- Withholding federal funding for so-called “sanctuary cities” to the extent permitted by law;
- Increasing the hiring of border patrol agents and immigration officers, pending Congressional funding; and
- An interim travel ban to keep refugees from entering the United States for 120 days and immigrants from seven predominantly Muslim nations out for 90 days. The countries affected are Iran, Iraq, Syria, Sudan, Libya, Yemen and Somalia.

It should be noted that the legality of the certain directives set forth in the Administration’s Executive Orders has been called into question and certain Executive Orders have been stayed by Federal courts.

Within weeks of the Administration’s issuance of Executive Orders addressing immigration enforcement, ICE undertook a series of targeted enforcement actions carried out across the United States during the first week of February. According to the Department of Homeland Security, more than 680 immigrants were arrested in regions spanning the country, including, but not limited to, Los Angeles, New York, Georgia, North and South Carolina, Illinois, Indiana, Kansas, Kentucky, Maryland, Missouri, Texas and Wisconsin.

Information Regarding National and Local Immigration Policies and PracticesPage 3 of 4

Although targeted enforcement actions are not uncommon, the policy of the prior Administration was to focus on undocumented immigrants with violent criminal records. Executive Orders issued by the new Administration have significantly expanded the scope of those targeted for deportation and critics and legal analysts have expressed concern that undocumented persons with no history of violent criminal activity will be swept-up in the new Administration's deportation efforts. While ICE has stated that its most recent surge in activity focused on persons with violent criminal records, there remains concern that persons (including undocumented children) with no history of violent criminal history have also been detained.

Irrespective of how widely the net was cast during the most recent enforcement action by ICE, the timing of the enforcement coupled with the myriad of Executive Orders has caused worry and concern within the immigrant communities of Los Angeles County, including members of San Fernando's immigrant community.

In response, staff has been asked to provide information to the community regarding their rights should they find themselves in an immigration enforcement situation. The National Immigration Law Center provides information that may be of interest to the immigrant population, including:

- When may Immigration enter my home?
- How can I protect myself if Immigration comes to my house?
- What should I do if Immigration comes to my workplace?
- What can my union do?

The pamphlet is included as Attachment "A" (English) and Attachment "B" (Spanish).

Additionally, the American Civil Liberties Union (ACLU) reached a settlement with ICE in June 2016 allowing immigrants held in detention to use functional telephones for contacting lawyers, families and government agencies free of charge. More information, in English and Spanish, is included as Attachment "C."

Lastly, the San Fernando Police Department (SFPD) is charged with protecting the livelihood and wellbeing of all persons in the City, which they carry out diligently. Since the SFPD is not a federal immigration agency, as a matter of policy, they do not check the immigration status of individuals they encounter. However, they are required to comply with the Truth Act, which took effect this January 2017. The Truth Act requires that local law enforcement inform individuals they have detained know if ICE has put a "detainer request" on them. When an individual is arrested by SFPD, their data is entered into the National Crime Information Center (NCIC) database, a local, state, and federal clearinghouse of crime data that the Department of Homeland Security and ICE has access to. If ICE gets a hit on an individual of interest, they can issue a "detainer request" to the local law enforcement agency to hold the individual until ICE can pick them up.

Information Regarding National and Local Immigration Policies and PracticesPage 4 of 4

SFPD is not required by law to hold an individual due to a detainer request from ICE. If they have no other reason to continue holding the individual other than the ICE detainer request, SFPD does not hold the individual.

BUDGET IMPACT:

There is no budget impact associated with discussing national and local immigration policies. If staff is directed to take additional action subsequent to discussion by City Council, staff will provide a budget impact associated with the additional action at a future meeting.

CONCLUSION:

The City of San Fernando is committed to providing relevant information to its immigrant population and standing by all law abiding persons.

ATTACHMENTS:

- A. IMMIGRATION ENFORCEMENT - Know your rights at home and work (English)
- B. EJECUCIÓN DE LAS LEYES DE INMIGRACIÓN - Conozca sus derechos en su hogar y su trabajo respecto a Inmigración (Espanol)
- C. Press Release – ACLU settlement with ICE regarding free telephone service for immigrant detainees (English and Spanish)

IMMIGRATION ENFORCEMENT

Know Your Rights at Home and at Work

REVISED: January 2017

When may Immigration enter my home?

Immigration officers *may NOT* enter your home unless they have a “warrant.” A warrant is a document issued by a court or government agency. There are two types of warrant — one for when they are coming to *arrest* you, and another for when they have permission



from a judge to *search* your home. U.S. Immigration and Customs Enforcement (ICE) can issue arrest warrants, but only a court can issue a search warrant.

- ☑ If an officer knocks on your door, do not open it. Ask the officer through the closed door to identify himself. You can say, “Who are you with?” or “What agency are you with?”
- ☑ The officer might say that he is with “Department of Homeland Security” or “U.S. Immigration and Customs Enforcement.” The officer might name another agency. No matter what, keep the door closed. Through the closed door, ask the officer if he has a warrant.
- ☑ If he says “yes,” still do not open the door. Ask him to show you the warrant by slipping it under the door.

help you decide whether or not the warrant is valid (true). The warrant will be in English. If you have trouble reading it or understanding it, get someone else in your house to help you read it or translate it, if possible.

- ☑ If the warrant does not look valid, you should return it under the door and say it is incorrect.
- ☑ If the warrant the officer shows you looks valid, look to see if it was issued by a court or by U.S. Immigration and Customs Enforcement (ICE).

This factsheet was revised in Jan. 2017 in the following way: Graphic elements and contact information were updated.

LOS ANGELES (Headquarters)
3435 Wilshire Blvd. #108 – 62
Los Angeles, CA 90010
213 639-3900
213 639-3911 fax



WASHINGTON, DC
1121 14th Street, NW, Ste. 200
Washington, DC 20005
202 216-0261
202 216-0266 fax

- ☑ If the valid warrant was issued by a *court* and authorizes a search of your house, you should let the officer in the house.
- ☑ If the valid warrant looks like it was issued by *Immigration and Customs Enforcement (ICE)* but not a court, you have the right not to let the officer enter your house. If the warrant authorizes your arrest but not a search of your house, you may want to go outside to meet the officers but not let them in the house. This is especially important if you live with other people who might have immigration problems, because once you allow the officer into your house, he can ask questions of anyone else who is there, too.
- ☑ If you do talk to the officer (again, outside your house — do not let him in), do not answer any questions. Do not sign any papers. Tell the officer you want to talk to a lawyer before you say anything. Do not provide any kind of identification documents that say what country you are from. Make sure not to carry any false documents with you at any time.



ANOTHER WAY AN immigration officer can enter your home legally (besides if he has a valid warrant) is if you give the officer permission to enter. This is called giving the officer your “*consent*” to enter your home.

- ☑ If you open your door, or if the officer asks if he can come in and you say “yes,” you are probably consenting to his entering your home.
- ☑ The best thing to do is to keep the door closed and ask the officer to identify himself. Then ask to see a warrant. **DO NOT OPEN THE DOOR IF HE CANNOT SHOW YOU A WARRANT.**
- ☑ An officer *is NOT ALLOWED to force you* to consent to his entering your home. For example, if your house is surrounded by Border Patrol or Immigration cars with their lights flashing, and the officer is holding his gun as he asks for permission (your consent) to enter your home, and you say “yes” because you’re afraid, a court would probably not consider this to be valid consent.

How can I protect myself if Immigration comes to my house?

If you hear that Immigration has been asking questions about you at your job or if you learn that Immigration is conducting an investigation at your job, it is possible that officers may show up at your house.

- ☑ Make sure that someone you trust knows where you are, and that you know how to reach them in case of an emergency (if you have been detained by Immigration).
- ☑ You and your family or close friends should have the names and phone numbers of good immigration attorneys posted near the telephone at home so that they can call the attorney in case you are detained.

- ☒ In general, it is also a good idea to keep a copy of your important papers (birth certificate, any immigration papers, etc.) at the home of a friend or relative whom you trust and can call in case you are detained.

What should I do if Immigration comes to my workplace?

Immigration officers are not allowed to enter your workplace — whether it is a factory, store, high rise, farm, or orchard — without permission from the owner or manager. If an officer does get permission, the officer is free to ask you questions about your immigration status.

- ☒ You have a right to keep silent. In most states, you don't even have to tell the agent your name. Although you may want to provide your name only so your family or attorney can locate you.
- ☒ You also have the right to talk to a lawyer before you answer any questions. You can tell the officer, "I wish to talk to a lawyer," in response to any question the officer asks you.
- ☒ You do *not* need tell the immigration officer where you were born or what your immigration status is.
- ☒ You do not have to show the officer your papers or any immigration documents. If the officer asks you for your papers, tell the officer, "I wish to talk to a lawyer."

What can my union do?

If you belong to a labor union, there are ways it can help you. You should talk to your union representative about your concerns. If it would make you feel more comfortable, ask some of your co-workers to go with you to talk to your representative. Your union contract might have language that protects union members, such as an agreement with the employer that has one or more of the following provisions:

- ☒ The employer will not allow any Immigration officers to enter the workplace without a valid warrant signed by a federal judge or magistrate.
- ☒ The employer will immediately notify the union if the Immigration authorities contact the employer for any purpose so that the union can take steps to inform its members about their legal rights or to help them obtain legal assistance.
- ☒ The employer will allow lawyers or community advocates brought by the union to interview employees in as private a setting as possible in the workplace. The union might also have a legal plan, which provides workers with immigration attorneys.
- ☒ The employer agrees not to reveal the names, addresses, or immigration status of any employees to Immigration, unless required by law.
- ☒ The employer will not participate in any computer verification of employees' immigration or work authorization status.

EJECUCIÓN DE LAS LEYES DE INMIGRACIÓN

Conozca sus derechos en su hogar y su trabajo respecto a Inmigración

MODIFICADO enero de 2017

¿Cuándo puede Inmigración entrar a mi hogar?

Los oficiales de inmigración *no* pueden entrar a su hogar a menos que tengan una orden oficial (“warrant”). La orden es un documento expedido por una agencia de gobierno o por una corte judicial. Hay dos clases de ordenes: una orden es para cuando vienen a *arrestarlo* (“orden de



detención”) y la otra para cuando el oficial tiene el permiso de un juez para entrar y registrar su hogar (“orden de cateo” u “orden de allanamiento”). El Servicio de Control de Inmigración y Aduanas (“ICE” por sus siglas en inglés) puede expedir órdenes de detención, pero sólo una corte judicial puede expedir una orden de allanamiento.

☒ Si un oficial toca su puerta, no la abra. Pregúntele al oficial, a través de la puerta cerrada, que se identifique. Usted le puede preguntar, “¿Para quién trabaja usted?” o “¿En cuál agencia trabaja usted?”

☒ Es posible que el oficial le conteste diciendo que él trabaja con el “Department of Homeland Security” (Departamento de Seguridad Nacional) o con el “U.S. Immigration and Customs Enforcement” (Servicio de Control de Inmigración y Aduanas, o “ICE”). El oficial pudiera nombrar otra agencia. De todas formas, mantenga su puerta cerrada. A través de la puerta cerrada, pregúntele al oficial si tiene una orden oficial (en inglés, “warrant”).

☒ Si el oficial le contesta que sí, no abra la puerta todavía. Pídale al oficial que le muestre la orden y que se la pase por debajo de la puerta.

☒ Cuando revise la orden, busque su nombre, su dirección, y una firma. Esto le puede ayudar a decidir si la orden es válida o no. La orden estará escrita en inglés. Si usted tiene problemas en

*Esta hoja informativa fue modificada en enero de 2017 de la siguiente manera:
Se actualizaron los elementos gráficos y la información de contacto.*

LOS ANGELES (Sede)

3435 Wilshire Blvd. #108 – 62
Los Angeles, CA 90010
213 639-3900
213 639-3911 fax



WASHINGTON, DC

1121 14th Street, NW, Ste. 200
Washington, DC 20005
202 216-0261
202 216-0266 fax

leerla o entenderla, pregúntele a otra persona en su hogar que lo ayude a leerla o a traducirla si es posible.

- ☑ Si la orden no parece ser válida, usted debe devolverla por debajo de la puerta y decir que es incorrecto.
- ☑ Si la orden que el oficial le enseña parece ser válida, busque en ella a ver si fue expedida por una corte judicial o por el Servicio de Control de Inmigración y Aduanas (ICE).
- ☑ Si la orden válida fue expedida por el *Servicio de Control de Inmigración y Aduanas (ICE)* pero no por una corte, usted tiene el derecho de prohibirle al oficial que entre a su hogar. Si la orden es una orden de detención y no una orden de allanamiento, se aconseja que, si usted decide hablar con el oficial, usted salga de su casa para hablar con el sin dejar que entre a su hogar. Esto es



muy importante si usted vive con otras personas que tengan problemas de inmigración, pues una vez le haya permitido al oficial que entre a su hogar, el oficial tendrá derecho de hacerle preguntas a cualquier otra persona que esté presente.

- ☑ Si usted habla con el oficial (recuerde, fuera de su hogar — no lo deje entrar), no conteste ninguna pregunta. No firme ningún papel. Dígame al oficial que usted desea hablar con un abogado antes de decir cualquier cosa. No le provea al oficial ninguna clase de documentación que indique de que país es usted.

Asegúrese de nunca cargar con usted ningún documento falso.

OTRA MANERA EN la cual un oficial de inmigración puede entrar a su hogar legalmente (además de tener una orden judicial válida) es si usted le da al oficial el permiso de entrar. Esto se llama “consentir” a que entren a su hogar.

- ☑ Si usted abre la puerta, o si el oficial le pregunta si puede entrar y usted le dice que “sí”, usted probablemente ha consentido a que el oficial entre a su hogar.
- ☑ Lo mejor que puede hacer es mantener su puerta cerrada y preguntarle al oficial que se identifique. Entonces pida ver la orden. NO ABRA LA PUERTA SI EL OFICIAL NO LE MUESTRA UNA ORDEN JUDICIAL.
- ☑ *No le es permitido* a un oficial que lo fuerce a consentir a que entre a su hogar. Por ejemplo, si su hogar está rodeado de automóviles pertenecientes a la patrulla fronteriza o Inmigración, y el oficial tiene en sus manos una arma de fuego cuando le pide permiso para entrar a su hogar (cuando le pide su consentimiento), y usted le dice que “sí” porque tiene miedo, es probable que la corte no considere que su consentimiento haya sido válido.

¿Cómo me puedo proteger si llegara Inmigración a mi hogar?

Si usted se entera que la Inmigración ha estado haciendo preguntas en su trabajo o que Inmigración esta conduciendo una investigación en su lugar de trabajo, es posible que los oficiales se aparezcan en su hogar.

- ☒ Asegúrese de que alguien en quien usted confía sepa donde usted está, y que usted le pueda contactar en caso de una emergencia (si usted es detenido por Inmigración).
- ☒ Usted y los miembros de su familia deben de tener los números de teléfono de abogados que se especializan en asuntos de inmigración cerca de su teléfono en su casa para que los pueda llamar en caso de que sea detenido.
- ☒ Generalmente, es una buena idea tener una copia de sus documentos importantes (certificado de nacimiento, papeles de inmigración, etc.) en la casa de un amigo o familiar en quien usted confía y a quien pueda llamar en caso de que sea detenido.

¿Qué debo hacer si Inmigración visita mi lugar de trabajo?

Los oficiales de inmigración no están autorizados a entrar a su lugar de empleo — no importa si es una fábrica, una tienda, un edificio, una finca o un huerto — si no tienen la autorización del dueño o del gerente, o una orden judicial. Si el oficial obtiene autorización, entonces puede hacerle preguntas relacionadas a su situación de inmigración.

- ☒ Usted tiene el derecho de quedarse callado. En muchos estados, usted no tiene ni que decirle su nombre al oficial. Aunque quizás quiera dar su nombre solamente para que su familia u abogada pueda localizarlo.
- ☒ Usted también tiene el derecho de hablar con un abogado antes de contestar cualquier pregunta. Su respuesta a toda pregunta que el oficial le haga puede ser, “Yo deseo hablar con un abogado.”
- ☒ No es necesario decirle al oficial de inmigración donde usted nació o cual es su estatus de inmigración.
- ☒ No es necesario mostrarle al oficial sus documentos de inmigración ni ningún otro documento. Si el oficial le pide ver sus documentos, usted tiene el derecho de contestar que usted “desea hablar con un abogado.”

¿Qué puede hacer mi unión?

Si usted pertenece a una unión o sindicato, hay varias formas en cual la unión le puede asistir. Usted debe consultar con uno de los representantes de la unión con respecto a sus preocupaciones. Si lo hace sentir mas cómodo, pídale a uno de los otros trabajadores que lo acompañe cuando hable con el representante de la unión. Su contrato con la unión pudiera tener provisiones que protegen a

los trabajadores, como por ejemplo acuerdos con el patrón que establecen algunas de las siguientes cláusulas:

- ☒ El patrón no le permitirá a los oficiales de Inmigración que entren a su lugar de trabajo si no tienen una orden judicial válida firmada por un juez federal o un magistrado.
- ☒ El patrón le informará inmediatamente a la unión si las autoridades de Inmigración lo han contactado, de modo que la unión pueda tomar los pasos necesarios para informar a sus miembros sobre sus derechos y ayudarles a conseguir asistencia legal.
- ☒ El patrón le permitirá a los abogados o a líderes comunitarios proveídos por la unión a entrevistar a sus empleados en un ambiente tan privado como sea posible dentro del lugar de empleo. Es posible que la unión tenga un plan legal que le provee abogados especialistas en inmigración a sus miembros.
- ☒ El patrón promete no revelar los nombres, domicilios o estatus de inmigración de ningunos de sus empleados a Inmigración, a menos que sea requerido por ley.
- ☒ El patrón no participará en ningún sistema de verificación electrónica (por computadora) relacionada con el estatus de inmigración o el permiso de trabajo de sus empleados.



ACLU Settlement with ICE Will Allow Immigrants Held in Detention to Use Functional Telephones for Contacting Lawyers, Families, Government Agencies

Immigration officials agree to give immigrant detainees fighting deportation reliable access to phones

For Immediate Release : June 14, 2016

Issues : [Economic Justice](#), [Immigrants' Rights](#), [Racial Justice](#)

Media Contact: (415) 621-2493 (press@aclunc.org)

[Leer en español »](#)

San Francisco - In a first of its kind [class action settlement](#), the U.S. Immigration and Customs Enforcement agency (ICE) has agreed to change its policies in four Northern California detention centers, ending severe restrictions on telephone use that make placing outgoing calls nearly impossible and prevent many immigrants from obtaining legal representation and gathering documents to fight deportation. The settlement with plaintiffs represented by the American Civil Liberties Union of Northern California, the ACLU's National Prison Project, Orrick Herrington & Sutcliffe, and Van Der Hout, Brigagliano & Nightingale will give immigrant detainees direct calling options that are free of charge on private telephones.

"When people are locked up on immigration charges, they deserve access to a working telephone. The Constitution and basic fairness demand it," said Julia Harumi Mass, a senior staff attorney at the ACLU of Northern California. "That phone is their lifeline, their hope for defeating the charges against them and establishing their legal rights to continue their lives in the United States."

In 2013, the ACLU and co-counsel filed a [lawsuit](#) against ICE charging that inadequate telephone access violates the rights of ICE detainees to a full and fair hearing under federal law and the U.S. Constitution.

Every day, ICE holds an estimated 34,000 immigrants in the nearly 250 ICE facilities around the country, with nearly one thousand in the four California facilities covered by the settlement. These detainees face civil charges as they try to obtain legal counsel or represent themselves, fighting to stay in their adopted country.

I.P., a 49-year-old man who came to the U.S. from Mexico at the age of 5, was detained after being pulled over for a traffic violation. He spent months locked up because he couldn't access legal help, largely due to the inadequate phones. The phone system had a series of complex instructions and codes for dialing that rarely worked. It also disconnected when a caller reached any kind of automated message or prompt. I.P. wrote letters to 15 attorneys and attempted to make dozens of calls before he was finally able to find a lawyer.

“Making phone calls was expensive, difficult and frustrating. Each week, I’d see people give up and sign their deportation papers because they couldn’t reach anyone,” said I.P., who asked to remain anonymous because of the sensitivity of his ongoing case. “Many of the men in detention had families and couldn’t afford to wait the weeks it took to make phone calls, so they just surrendered.”

ICE has one year to make the changes in the settlement and has agreed to modify its inspection forms used nationwide so that phone access will have greater oversight in all of its facilities.

ICE will:

- Provide speed dials to make free, direct, unmonitored calls to government offices and immigration attorneys who provide pro bono services;
- Install forty phone booths, distributed among the four facilities, for private calls during waking hours, as well as private phone rooms for legal calls;
- Allow legal calls to family, friends, and other people to obtain testimony, documents, and other support for immigration cases;
- Extend the time permitted for a call before a phone automatically cuts off, from 20 minutes to 40 minutes and from 15 minutes to 60 minutes for existing ICE speed-dials to certain nonprofit organizations, consulates, and federal offices;
- Provide facilitators who will process phone requests and ensure timely access to phone rooms;
- Offer phone credit or other accommodations for those who can’t afford to pay for calls; and
- Revise inspection forms used nationwide to inspect for violations of telephone access standards.

“Because of this settlement, thousands of immigrants in detention will be able to use the phone to regain their freedom and go home to their families,” said Carl Takei, a staff attorney at the ACLU’s National Prison Project. “But far too many of them should never have been locked up in the first place. ICE sends massive numbers of immigrants into detention and exposes them to brutal confinement at a cost of \$2 billion per year to American taxpayers.”

The settlement applies to county jails with ICE contracts in Contra Costa, Sacramento and Yuba counties and to the privately-run Mesa Verde Detention Facility in Bakersfield.

“This case was about fundamental fairness in the system,” said Charles J. Ha of Orrick Herrington & Sutcliffe LLP. “Orrick is committed to providing legal assistance to the underserved in our community to secure their basic due process rights. This settlement agreement serves that goal by affording detainees increased access to counsel, and to the witnesses, evidence and information they need to vindicate their rights under our immigration laws.”

Acuerdo entre la ACLU e ICE permitirá que los inmigrantes detenidos usen teléfonos que funcionan para comunicarse con abogados, familiares y agencias del gobierno

Autoridades de inmigración aceptan facilitar acceso confiable a teléfonos a los inmigrantes detenidos que luchan contra la deportación

San Francisco - En el primer acuerdo de este tipo obtenido en una [demanda colectiva](#), la Agencia de Inmigración y Control de Aduanas de EE.UU. (ICE) aceptó cambiar sus políticas en cuatro centros de detención del Norte de California, poniendo fin a rigurosas restricciones en el uso del teléfono que hacen que realizar llamadas salientes sea casi imposible y evitan que muchos inmigrantes obtengan representación legal y reúnan los documentos que necesitan para luchar contra la deportación. El acuerdo con los demandantes representados por la Unión Americana de las Libertades Civiles del Norte de California, el Proyecto Nacional de Prisiones de la ACLU, Orrick Herrington & Sutcliffe y Van Der Hout, Brigagliano & Nightingale les dará a los inmigrantes detenidos opciones para realizar llamadas directas gratuitas a través de teléfonos privados.

“Cuando las personas están encerradas debido a cargos de inmigración, merecen tener acceso a un teléfono que funcione. La Constitución y la justicia básica lo exigen”, dijo Julia Harumi Mass, una de las abogadas principales de la ACLU del Norte de California. “Ese teléfono es su salvavidas, su esperanza para derrotar los cargos en su contra y establecer sus derechos legales para poder continuar con sus vidas en Estados Unidos.”

En el 2013, la ACLU y abogados adjuntos interpusieron una [demanda](#) contra ICE argumentando que el acceso inadecuado al teléfono viola el derecho de los detenidos de ICE de tener total acceso a una audiencia justa bajo la ley federal y la Constitución de EE.UU.

Cada día, se calcula que ICE mantiene detenidos a unos 34,000 inmigrantes en casi 250 instalaciones de ICE en todo el país, con casi mil en las cuatro instalaciones de California cubiertas bajo este acuerdo. Estos detenidos enfrentan a cargos civiles mientras tratan de encontrar representación legal o tratan de representarse a sí mismos, luchando para permanecer en su país adoptivo.

I.P., hombre de 49 años que llegó a EE.UU. proveniente de México a los 5 años, fue detenido tras cometer una infracción de tránsito. Pasó meses encerrado porque no podía conseguir ayuda legal, debido en gran parte a que los teléfonos eran inadecuados. El sistema telefónico tenía una serie de instrucciones y códigos complejos para marcar que funcionaban en rara ocasión. También se desconectaba cuando contestaba cualquier tipo de mensaje automático. I.P. escribió a 15 abogados y trató de hacer docenas de llamadas antes de encontrar finalmente a un abogado.

“Hacer llamadas era costoso, difícil y frustrante. Cada semana, vi a personas rendirse y firmar sus papeles de deportación porque no podían contactar a nadie”, dijo I.P., quien solicitó permanecer anónimo debido a lo delicado de su caso. “Muchos de los hombres detenidos tenían familia y no podían esperar las semanas que tomaba hacer las llamadas, por lo al final simplemente se rendían.”

ICE tiene un año para implementar los cambios establecidos en el acuerdo y ha accedido modificar los formularios de inspección que usa en todo el país para poder verificar el acceso telefónico en todas sus instalaciones.

ICE:

- Contará con marcación rápida para hacer llamadas gratuitas, directas y no monitoreadas a las oficinas del gobierno y a abogados de inmigración que ofrecen servicios *pro bono*;
- Instalará cuarenta cabinas telefónicas distribuidas en las cuatro instalaciones para realizar llamadas privadas durante el día, así como cuartos privados con teléfono para llamadas legales;
- Permitirá llamadas legales a familiares, amigos y demás personas para obtener testimonios, documentos y otros tipos de apoyo para los casos de inmigración;
- Aumentará el tiempo permitido de las llamadas antes de que el teléfono automáticamente se corte de 20 minutos a 40 minutos y de 15 minutos a 60 minutos para los números de marcación directa que ICE mantiene con algunas organizaciones sin fines de lucro, consulados y oficinas federales;
- Contará con facilitadores que procesarán solicitudes telefónicas y garantizarán acceso oportuno a cuartos con teléfono;
- Ofrecerá créditos para usar el teléfono y otras facilidades a quienes no pueden pagar las llamadas; y
- Modificará los formularios de inspección que usa en toda la nación para poder identificar violaciones a las normas para el uso del teléfono.

“Gracias a este acuerdo, miles de inmigrantes detenidos podrán usar el teléfono para recuperar su libertad y regresar a su hogar con sus familias”, dijo Carl Takei, abogado del Proyecto Nacional de Prisiones de la ACLU. “Demasiados de ellos nunca debieron estar encerrados en primer lugar. ICE detiene a una cantidad masiva de inmigrantes y los expone a un cruel aislamiento que les cuesta a los contribuyentes estadounidenses dos mil millones de dólares al año.”

Este acuerdo aplica a todas las cárceles del condado que tienen contratos con ICE en los Condados de Contra Costa, Sacramento y Yuba y a la Instalación de Detención Mesa Verde en Bakersfield, la cual es privada.

“El acceso al teléfono permite que quienes están detenidos tengan la oportunidad de vindicarse bajo nuestras leyes de inmigración”, dijo Robert P. Varian de Orrick Herrington & Sutcliffe, abogado *pro bono* del caso. “Negar el acceso al teléfono es una extraordinaria violación de los derechos del debido proceso de los inmigrantes que se encuentran en proceso de remoción.”

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager
By: Sonia Garcia, Interim Finance Director

Date: February 21, 2017

Subject: Presentation of Fiscal Year 2015-2016 Comprehensive Annual Financial Report

RECOMMENDATION:

It is recommended that the City Council receive and file a presentation of the Fiscal Year 2015-2016 Comprehensive Annual Financial Report (CAFR).

BACKGROUND:

1. The City Code requires an annual audit to be conducted by independent certified public accountants shortly after the end of each fiscal year. The audit is conducted, and financial statements prepared, in accordance with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB).
2. The financial statements were audited by Van Lant & Fankhanel, LLP; a public accounting firm fully licensed and qualified to perform audits of State and local governments within the State of California.
3. The audited financial statements, in conjunction with the accompanying notes, discussion, and analysis, are presented in a CAFR to provide a thorough and detailed presentation of the City's financial condition at a particular point in time (i.e. the end of the fiscal year).
4. On January 5, 2017, the CAFR for Fiscal Year ending June 30, 2016 (2016 CAFR) was completed and posted to the City's website for public review (<http://ci.san-fernando.ca.us/our-city/finance/financial-documents/>).
5. The 2015 CAFR has been submitted to the Government Finance Officers Association (GFOA) for consideration of the Certificate of Achievement for Excellence in Financial Reporting Award. The award is presented to government agencies whose comprehensive annual financial reports achieve the highest standards in government accounting and financial reporting. With a few exceptions, the City has received this award consistently over the last 27 years.

Presentation of Fiscal Year 2015-2016 Comprehensive Annual Financial ReportPage 2 of 3

ANALYSIS:

The CAFR consists of four parts: 1) Management's Discussion and Analysis; 2) the basic financial statements; 3) required supplementary information; and 4) *optional* combining statements for non-major governmental funds.

Within the basic financial statements are three components: 1) Government-wide Financial Statements; 2) Fund Financial Statements; and 3) Notes to the Financial Statements. The Government-wide Financial Statements provide the broadest picture of the City's finances as they include all of the City's 30 funds (including the General Fund and Enterprise Funds). The Fund Financial statements are a subset of the Government-wide Financials as they present each fund's financial statements individually. The Notes to the Financial Statements provide detail explanations.

Both the Government-wide Financials and Fund Financials include two basic statements: 1) *Statement of Net Position*, which presents information in terms of total assets, liabilities and net position (i.e. assets less liabilities); and 2) *Statement of Activities*, which shows how the net position has changed during the most recent fiscal year through revenues (increase in net position) and expenditures (decrease in net position).

Below are some key highlights of the 2016 Audit:

Government-wide Financials.

The City's total net position, which includes the General Fund, Enterprise Funds, and all Special Revenue Funds, decreased from \$33,948,425 as of June 30, 2015 to \$32,651,149 as of June 30, 2016; a total decrease of \$1,297,276. Over time, net position may serve as an indicator of the City's financial position.

The decrease in net position is the result of an increase in the City's net pension liability. The City's long-term net pension liability increased by \$2,973,378 to \$29,783,281 due to PERS' investment rate of return not meeting actuarial projections. Additionally, the City's long-term Other Post-Employment Benefit (OPEB) obligation for retiree healthcare increased by \$2,142,750 to \$13,059,014 as the City continued to fund retiree health care on a pay-as-you-go basis.

The City's total net position is made up of the following:

1. Capital Assets (e.g. land, buildings, infrastructure, vehicles, etc.) - \$58,906,561
2. Restricted (e.g. transportation, housing, grants) - \$5,926,880
3. Unrestricted – (\$32,182,292) **Deficit due to pension and retiree health liabilities.*

Presentation of Fiscal Year 2015-2016 Comprehensive Annual Financial ReportPage 3 of 3

General Fund Financials.

As of June 30, 2016, the total deficit fund balance for the General Fund decreased from (\$4,114,045) to (\$3,080,247). The total deficit reduction from June 30, 2015 to June 30, 2016 was \$1,033,798.

The General Fund balance is made up of the following:

1. Restricted for:
 - a. Inventories - \$113
 - b. Advances to Other Funds - \$329,604
2. Unrestricted - (\$3,409,964) **Deficit due to the amount owed to the Retirement Fund.*

Management encourages readers to read both the Transmittal Letter and Management's Discussion and Analysis to get a better contextual understanding of the financial information presented in the 2016 CAFR.

BUDGET IMPACT:

Funds to prepare the 2016 CAFR were included in the Fiscal Year 2016-2017 Adopted Budget. There is no budget impact to receiving and filing a presentation on the 2016 CAFR.

CONCLUSION:

The City's financial picture continues to improve, however, significant challenges remain. During Fiscal Year 2015-16, the General Fund deficit decreased by approximately \$1 million. That said, the financial statements still report a large deficit fund balance of \$3.1 million, which represents almost 6% of the City's annual General Fund Budget. The City will be challenged over the next several years to follow its adopted long-term financial plan in order to eliminate this deficit.

In addition, coming GASB pronouncements (i.e. GASB 74) will continue to change in how long-term pension and retiree health obligations are reported. These obligations are the result of many years of promises made to employees that must now be included on the balance sheets of all government agencies. These changes are not unique to the City, most other public organizations have experienced similar impacts to their overall net position as a result of this reporting change.

ATTACHMENT:

- A. PowerPoint Presentation – To be distributed at the Council meeting.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager
By: Sonia Garcia, Interim Finance Director

Date: February 21, 2017

Subject: Presentation of Fiscal Year 2016-2017 Mid-Year Budget Review and Fiscal Year 2017-2018 Budget Outlook

RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the FY 2016-2017 Mid-Year Budget Review and Fiscal Year (FY) 2017-2018 Budget Outlook; and
- b. Adopt Resolution No 7783 (Attachment "A") amending the City's FY 2016-2017 budget to include the proposed changes.

BACKGROUND:

1. On June 29, 2016, the City Council adopted a Resolution approving the FY 2016-2017 City Budget.
2. Pursuant to the City's Adopted Budget Policy, the City Manager will present a mid-year fiscal review to City Council (typically between January and March). The purpose of the mid-year review is to update City Council on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to budget adoption.
3. In January 2017 and February 2017, the Interim City Manager and Interim Finance Director reviewed revenues and expenditures through December 31, 2016, and reviewed proposed budget amendments.

Presentation of Fiscal Year 2016-2017 Mid-Year Budget Review and Fiscal Year 2017-2018 Budget Outlook

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ANALYSIS:

FY 2016-2017 Mid-Year Review

The FY 2016-2017 mid-year budget review is an essential element in maintaining financial stability. It gives the City Council an opportunity to review the General Fund, make the needed course corrections to achieve a more accurate budget for the current fiscal year (resulting in greater budget transparency), and help shape the development of the FY 2017-2018 Budget.

General Fund

The General Fund is the chief operating fund for the City. The City adopted a budget for FY 2016-2017 with \$18,216,591 in revenues and \$17,838,058 in expenditures, resulting in net surplus of \$378,553.

Revenues. Total adopted General Fund revenues for FY 2016-2017 were \$18,216,591. Staff has reviewed receipts through mid-year and believes the current projected revenues are relatively conservative. Staff is recommending some adjustments that will result in a net increase of about \$152,700, which are noted below:

Revenue Category	Adjustment
Residual Property Tax Revenue	\$50,000
Public Safety Augmentation Fund	\$10,000
Vehicle Tow Franchise Fee	\$5,000
Republic Service Franchise Fee	\$15,000
Business License Revenue	\$20,000
Documentary Tax	\$15,000
Vehicle Repossession Fee	\$300
Code Enforcement Citations	\$4,000
Filming Revenue	\$20,000
Property Tax in lieu of Motor Vehicle Fee	\$59,000
Public Notification Fees	\$400
Special Event Services	\$3,000
Impounded Vehicles Fee	\$5,000
Solid Waste Administrative Fee	\$4,000
Property Damage Reimbursement	\$2,000
Transfer from COPS Supplemental Law Enforcement Special Fund	\$20,000
Transfer from Pavement Management Fund	\$20,000
Total Revenue Adjustment	\$152,700

Presentation of Fiscal Year 2016-2017 Mid-Year Budget Review and Fiscal Year 2017-2018 Budget Outlook

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Expenditures. Total adopted General Fund expenditures for FY 2016-2017 were \$17,838,058. Adjusted expenditures through January 2017 were \$18,055,935, which includes \$50,350 of appropriations approved by City Council and prior year carry overs of \$167,527 total of \$217,877 as noted below:

City Council Approved During FY 16-17	Adjustment
Elderly Nutrition Program	\$5,000
Chile Festival Overtime	\$10,350
Purchase of Motorola Radio & Software	\$35,000
<i>Subtotal</i>	<i>\$50,350</i>
Carryovers from FY 15-16	Adjustment
Education Commission Supplies	\$2,234
Cost Allocation and Developer Impact Studies	\$43,724
Park Master Plan	\$50,000
Project Specific Consulting Services	\$38,990
Software upgrades	\$12,250
New Live Scan system	\$11,871
Non-lethal ammo	\$8,458
<i>Subtotal</i>	<i>\$167,527</i>
Total Exp. Adjustments through 12/31/2016	\$217,877

The primary mid-year adjustments proposed in the General Fund are related to minor increases in salaries, benefits and transfers from other funds to cover contractual services that will be offset by revenues. The General fund has sufficient funds reserved to cover the additional appropriations. The net result of the proposed changes is an increase of \$99,020 from the adjusted budget to \$18,154,955.

The key changes are noted below:

Expenditure Category	Adjustment
Health Insurance – City Council	\$25,000
Mileage Reimbursement – City Council	(\$2,000)
Contract Services – Finance (Add'l Bus. Lic. discovery cost for HdL)	\$20,000
Add'l Equipment Replacement Charge for PD Detective Vehicle	\$9,000
Contract Services – Public Works for additional tree trimming	\$20,000
Transfer to Facility Maintenance for utility costs	(\$1,980)
Part-time salaries – Recreation (add'l rec programs; offset by rev.)	\$20,500
Operations & Maintenance – Recreation (offset by rev.)	\$8,500
Total Expenditure Adjustment	\$99,020

Presentation of Fiscal Year 2016-2017 Mid-Year Budget Review and Fiscal Year 2017-2018 Budget Outlook

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The mid-year adjustments result in a net budget surplus of \$214,336 in the General Fund.

Fund	2016-17 Adjusted Budget	Proposed Amendments	Net Change
Revenues	\$18,216,591	\$152,700	\$18,369,291
Expenditures	\$18,055,935	\$99,020	\$18,154,955
Surplus/(Deficit)	\$160,656		\$214,336

Other Funds

In addition to adjustments in the General Fund, there are a number of other funds that require mid-year adjustments. Specifically, budget adjustments are being proposed in the Equipment Maintenance and Replacement Fund, Facility Maintenance Fund, SLESF/COPS Fund, Grant Fund, Gas Tax Fund, Air Quality Management District Fund (AQMD), Recreation Fund, Federal Asset Seizure Fund, Parking Maintenance & Operations Fund and Pavement Management Fund.

Key changes in the proposed revenue adjustments in other funds are noted below:

1. Increase Equipment & Replacement Fund by \$35,000 for insurance reimbursements for vehicle accidents and \$9,000 for transfer from the General Fund.
2. Increase Facility Maintenance Fund By \$1,980 for transfer from the General Fund.
3. Increase SLESF/COPS Fund by \$20,000 based on year to date revenues.
4. Increase Capital Grant Fund by \$2,239,334 due to grants that have been awarded and accepted by City Council.
5. Net Increase of Recreation Fund by \$11,666 due to an increase/decrease of participation in different programs.
6. Increase Federal Asset Seizure Fund by \$19,500 based on year to date revenues.

Key changes in the proposed expenditure adjustments in other funds are noted below:

1. Increase Equipment Maintenance Fund by \$40,000 to replace a Police vehicle unit.
2. Increase Facility Maintenance Fund by \$65,000 for Utilities and \$3,500 for Heritage Park property tax bill.
3. Increase SLESF/COPS fund by \$20,000 to transfer to the General Fund for Police overtime.
4. Increase Capital Grant Fund for awarded and City Council approved grants of \$60,000 for HSIP Pedestrian Count Down Signal and \$100,000 for Electrical Vehicle Charging Stations.
5. Increase Gas Tax Fund by \$10,000 for local matching requirements for HSIP Pedestrian Signal Grant.
6. Increase AQMD Fund by \$50,000 for Compressed Natural Gas Service Vehicles, \$40,000 for local matching requirement to the FTA and AQMD grants and \$3,600 for vehicle light bars.
7. Increase Recreation Fund by \$24,341 in Operating & Maintenance for recreational programs and \$48,652 for part time salaries and benefits.

Presentation of Fiscal Year 2016-2017 Mid-Year Budget Review and Fiscal Year 2017-2018 Budget OutlookPage 5 of 6

8. Decrease Federal Asset Seizure by \$20,000.
9. Increase Parking Maintenance and Operations Fund by \$100,000 for local matching requirements for electrical vehicles charging stations (MSRC Grant).
10. Increase Pavement Management Fund by \$20,000 to transfer to the General Fund for Tree Maintenance Services.

Fiscal Year 2017-2018 Budget Outlook

In order to meet the budget adoption deadline and give City Council and the public sufficient time to review and consider the City Manager's proposed budget, staff begins making preparations for the budget process in January each year. Preparations include initial revenue projections, providing direction to Departments regarding budget guidelines and expectations (e.g., reductions in Operations and Maintenance budgets, Maintenance of Effort budgets, funded enhancement requests only, etc.), and planning the calendar to get input from City Council.

To facilitate an efficient budget process, staff has developed a proposed calendar of events for the FY 2017-2018 budget process. The purpose of a budget calendar is to provide all parties involved with deadlines for submitting data and budget requests and provide the community opportunities to provide input.

A summary of some of the important dates, including the budget study session(s) and budget adoption, are as follows:

Monday, April 17, 2017

- City Council agenda item to discuss City Council priorities for FY 2017-2018

Thursday, May 11, 2017

- FY 2017-2018 Proposed Budget Book distributed to City Council

Monday, May 15, 2017

- Budget Study Session

Monday, May 22, 2017

- Budget Study Session (if necessary)

Monday, June 19, 2017

- Budget Adoption

Based on initial projections, it is expected that the Interim City Manager will provide Department Heads with the direction to prepare "maintenance of effort" department budgets, which means, at a minimum, a plan to provide the same level of service for the same cost.

Presentation of Fiscal Year 2016-2017 Mid-Year Budget Review and Fiscal Year 2017-2018 Budget OutlookPage 6 of 6

BUDGET IMPACT:

The proposed adjustments in all funds are relatively minor and reflect adjustments needed during the normal course of business in any fiscal year. Revenue and expenditure projections for fiscal year 2016-2017 were realistic; not too conservative yet not too aggressive. Consequently, the proposed mid-year adjustments have relatively minor net impact to the fiscal year 2016-2017 Budget.

CONCLUSION:

Adopting the proposed mid-year adjustments will provide staff with the budget authority to make the needed course corrections and achieve a more accurate budget for the current fiscal year and provide the basis for developing the FY 2017-2018 Budget.

ATTACHMENTS:

- A. Resolution No. 7783 (including Exhibit A: Summary of FY 2016-2017 Proposed Mid-year Budget Adjustments)
- B. Preliminary FY 2017-2018 Budget Calendar

ATTACHMENT "A"**RESOLUTION NO. 7783****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO AMENDING THE ADOPTED BUDGET FOR
FISCAL YEAR 2016-2017**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2017, commencing July 1, 2016, and ending June 30, 2017; and

WHEREAS, the purpose of the mid-year adjustment is to update the community on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to budget adoption; and

WHEREAS, the City Council has determined that it is necessary to adjust the expenditures and revenues of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk's Office, and has been adopted on June 29, 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City Council hereby amends the adopted Budget to adjust the expenditures and revenues as provided in Exhibit "1", attached hereto.

PASSED, APPROVED, AND ADOPTED this 21th day of February 2017.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 21th day of February, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

GENERAL FUND

EXHIBIT A

FY 2016-2017 MID-YEAR BUDGET ADJUSTMENTS

TOTAL GENERAL FUND REVENUES				18,216,591			
Fund	Acct.	Project.	REVENUE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
001	3142	0000	RESIDUAL TAX REVENUE	350,000	(50,000)	300,000	Based on Actual YTD receipts.
001	3211	0000	PUBLIC SAFETY AUGUMENTATION FUND	190,000	10,000	200,000	Based on Actual YTD receipts.
001	3232	0000	VEHICLE TOW FRANCHISE FEES	20,000	5,000	25,000	Based on Actual YTD receipts.
001	3234	0000	REPUBLIC SERVICES FRANCHSIE FEES	285,000	15,000	300,000	Based on Actual YTD receipts.
001	3240	0000	BUSINESS LICENSE TAXES	1,200,000	20,000	1,220,000	Increase due to Amnesty Program.
001	3250	0000	DOCUMENTARY TAXES	35,000	15,000	50,000	Based on Actual YTD receipts.
001	3415	0000	VEHICLE REPOSSESSION FEES	500	300	800	Based on Actual YTD receipts.
001	3425	0000	CODE ENFORCEMENT CITATIONS	4,000	4,000	8,000	Based on Actual YTD receipts.
001	3510	0000	FILMING REVENUE	25,000	20,000	45,000	Based on Actual YTD receipts.
001	3605	3110	PROPERTY TAX IN LIEU OF MOTOR VEH. LIC FEES	2,223,700	59,000	2,282,700	Based on Actual YTD receipts.
001	3706	0000	PUBLIC NOTIFICATION FEES	600	400	1,000	Based on Actual YTD receipts.
001	3738	0000	SPECIAL EVENT SERVICES	-	3,000	3,000	Based on Actual YTD receipts.
001	3781	0000	IMPUNDED VEHICLES	20,000	5,000	25,000	Based on Actual YTD receipts.
001	3949	0000	SOLID WASTE ADMINISTRATIVE FEES	-	4,000	4,000	Implementation of cost recovery fees through property taxes.
001	3950	0000	PROPERTY DAMAGE REIMBURSEMENT	-	2,000	2,000	Based on Actual YTD receipts.
001	3972	0000	TRANSFER FROM COPS SLESF	100,000	20,000	120,000	Transfer to cover Police Over time.
001	3979	0000	TRANSFER FROM PAVEMENT MANAGEMENT	-	20,000	20,000	Transfer to cover Tree Maintenace Services
Subtotal Revenue Adjustments					152,700		
TOTAL ADJUSTED GENERAL FUND REVENUES					18,369,291		

TOTAL EXPENDITURES						18,055,935		
Fund	Div.	Project	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
001	101	0000	4126	HEALTH INSURANCE	66,804	25,000	91,804	Increase due to change of insurance plan.
001	101	0000	4390	VEHICLE ALLOW & MILEAGE	18,000	(2,000)	16,000	Transfer to City Council Health Insurance.
001	105	0000	4101	SALARIES-PERMANENT EMPLOYEES	258,682	38,100	296,782	Transfer from non-departmental for City Manager (CM) payment of accumulated time.
SUBTOTAL ADMINISTRATION						61,100		
001	130	0000	4260	CONTRACTUAL SERVICES	30,000	20,000	50,000	Appropriation due to HDL Amnesty program & offset by revenues.
001	190	0000	4101	SALARIES-PERMANENT EMPLOYEES	50,000	(50,000)	-	Transfer to cover CM payment of accumulated time and unemployment insurance.
001	190	0000	4132	UNEMPLOYMENT INSURANCE	5,000	11,900	16,900	Appropriation due to terminations / layoffs.
SUBTOTAL FINANCE						(18,100)		

GENERAL FUND

EXHIBIT A

FY 2016-2017 MID-YEAR BUDGET ADJUSTMENTS

Fund	Div.	Project	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
001	222	0000	4109	OVERTIME CONTRACT DUTY	200,000	(200,000)	-	Transfer to Detectives and Patrol
001	224	0000	4109	OVERTIME CONTRACT DUTY	-	100,000	100,000	Transfer from division 222
001	224	0000	4741	EQUIPMENT MAINT CHARGE	62,297	10,000	72,297	Transfer to ERF for two detective vehicles
001	225	0000	4109	OVERTIME CONTRACT DUTY	-	100,000	100,000	Transfer from division 222
001	225	0000	4741	EQUIPMENT MAINT CHARGE	50,000	(1,000)	49,000	Transfer to ERF for two detective vehicles
<i>SUBTOTAL POLICE DEPARTMENT</i>						<i>9,000</i>		
001	310	0000	4105	OVERTIME	-	3,000	3,000	Unanticipated expense.
001	310	0000	4210	UTILITEIS	1,580	(1,580)	-	Transferred to Facility Maint Fund (043)
001	310	0000	4270	PROFESSIONAL SERVICES	93,500	(3,000)	90,500	Transfer to O.T. in division 310.
001	311	0000	4120	O.A.S.D.I.	3,190	2,244	5,434	Transfer from O&M
001	311	0000	4130	WORKER'S COMPENSATION INS.	5,929	4,131	10,060	Transfer from O&M
001	311	0000	4300	DEPARTMENT SUPPLIES	14,824	(6,375)	8,449	Transfer to Salaries
001	311	0000	4741	EQUIPMENT REPLACEMENT CHARGE	-	6,000	6,000	Transfer from Traffic Safety Equipment Replacement
001	341	0000	4105	OVERTIME	-	7,190	7,190	Transfer from Capital equipment (341-4500)
001	341	0000	4210	UTILITEIS	400	(400)	-	Transferred to Facility Maint Fund (043)
001	341	0000	4310	EQUIPMENT & SUPPLIES	1,000	1,000	2,000	Transfer from Capital equipment (341-4500)
001	341	301	4300	P.W. MAINT. & REPAIRS	2,500	1,000	3,500	Transfer from Capital equipment (341-4500)
001	341	0000	4500	CAPITAL EQUIPMENT	18,000	(9,190)	8,810	Transfer to Overtime & O&M.
001	346	0000	4101	SALARIES-PERMANENT EMPLOYEES	47,231	3,918	51,149	Transfer from O&M
001	346	0000	4310	EQUIPMENT & SUPPLIES	7,000	(3,918)	3,082	Transfer to Salaries
001	346	0000	4260	CONTRACTUAL SERVICES	-	20,000	20,000	Transfer from Pavement Mgmt. Fund to offset Tree Maintenance Service cost.
001	370	0000	4741	EQUIPMENT REPLACEMENT CHARGE	6,000	(6,000)	-	Transfer to Street Maint. Equipment Replacement
<i>SUBTOTAL PUBLIC WORKS</i>						<i>18,020</i>		
Fund	Div.	Project	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
001	420	0000	4300	DEPARTMENT SUPPLIES	165,000	8,500	173,500	Increase due to printing cost.
001	423	0000	4103	WAGES-TEMPORARY & PART-TIME	165,000	16,500	181,500	Increase to part wages.
001	423	0000	4120	O.A.S.D.I.	4,805	2,000	6,805	Increase to part wages.
001	423	0000	4130	WORKERS COMEPNSATION INSURANCE	4,566	2,000	6,566	Increase to part wages.
<i>SUBTOTAL RECREATION & COMMUNITY SERVICE</i>						<i>29,000</i>		
<i>Subtotal Expenditure Adjustments</i>						99,020		
TOTAL ADJUSTED GENERAL FUND EXPENDITURES						18,154,955		
TOTAL ADJUSTED GENERAL FUND SURPLUS(DEFICIT)						214,336		

INTERNAL SERVICE FUNDS
FY 2016-2017 MID-YEAR BUDGET ADJUSTMENTS

EQUIPMENT MAINTENANCE & REPLACEMENT FUND

Beginning Fund Balance:				142,543				
TOTAL EQUIPMENT MAINTENANCE REVENUES				849,156				
Fund	Acct.	Project.	REVENUE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:	
041	3941	0224	EQUIPMENT REPLACEMENT	78,083	9,000	87,083	To cover (2) new detective vehicles.	
041	3950	0000	PROPERTY DAMAGE REIMBURSEMENT	-	35,000	35,000	Insurance reimbursement for vehicle accidents.	
					44,000			
TOTAL ADJUSTED EQUIPMENT MAINTENANCE REVENUES					893,156			
TOTAL EQUIPMENT MAINTENANCE EXPENDITURES					758,201			
Fund	Div.	Project	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
041	225	0000	4500	CAPITAL EQUIPMENT	40,000	40,000	80,000	To replace wrecked / beyond repair Police unit.
					40,000			
TOTAL ADJUSTED EQUIPMENT MAINTENANCE EXPENDITURES					798,201			
TOTAL ADJUSTED EQUIPMENT MAINTENANCE AND REPLACEMENT FUND SURPLUS(DEFICIT)					237,498			

FACILITY MAINTENANCE FUND

Beginning Fund Balance:				(71,594)				
TOTAL FACILITY MAINTENANCE REVENUES				1,075,000				
Fund	Acct.	Project.	REVENUE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:	
043	3953	0000	FACILITY MAINTENACE CHARGE	1,075,000	1,980	-	Transfer from Utilities division 310 & 341.	
					1,980			
TOTAL ADJUSTED FACILITY MAINTENANCE REVENUES				1,076,980				
TOTAL FACILITY MAINTENANCE EXPENDITURES				1,074,831				
Fund	Div.	Project	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
043	390	0000	4210	UTILITES	210,000	65,000	275,000	Increase in utilities.
043	390	7500	4450	OTHER EXPENSE	-	3,500	3,500	Appropriate funds for Heritage Park property tax bill.
					68,500			
TOTAL ADJUSTED FACILITY MAINTENANCE EXPENDITURES				1,143,331				
TOTAL ADJUSTED FACILITY MAINTENANCE FUND SURPLUS(DEFICIT)				(137,945)				

**SPECIAL REVENUE FUNDS
FY 2016-2017 MID-YEAR BUDGET ADJUSTMENTS**

SLESF / COPS FUND

Beginning Fund Balance:					21,049			
TOTAL REVENUES					100,000			
Fund	Acct.	Project.	REVENUE Account Title		2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
002	3679	0000	COPS MORE		100,000	20,000	120,000	Based on YTD revenues
					20,000			
TOTAL ADJUSTED REVENUES					120,000			
TOTAL EXPENDITURES					100,000			
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
002	190	0000	4901	TRANSFER TO GENERAL FUND	100,000	20,000	120,000	Transfer to GF cover Police overtime.
					20,000			
TOTAL ADJUSTED EXPENDITURES					120,000			
TOTAL ADJUSTED PROP C FUND SURPLUS(DEFICIT)					21,049			

PROP C FUND

Beginning Fund Balance:					164,271			
TOTAL REVENUES					376,500			
Fund	Acct.	Project.	REVENUE Account Title		2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
008			No Revenue Adjustments		-		-	
						-		
TOTAL ADJUSTED REVENUES						376,500		
TOTAL EXPENDITURES						573,808		
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
008	311	0560	4600	CAPITAL PROJECTS	231,793	57,000	288,793	Street Resurfacing Project
						57,000		
TOTAL ADJUSTED EXPENDITURES						630,808		
TOTAL ADJUSTED PROP C FUND SURPLUS(DEFICIT)						(90,037)		

SPECIAL REVENUE FUNDS
FY 2016-2017 MID-YEAR BUDGET ADJUSTMENTS

CAPITAL GRANT FUND

Beginning Fund Balance:				(327,987)				
TOTAL REVENUES				387,091				
REVENUE				2017	Proposed	Proposed	Justification:	
Fund	Acct.	Project.	Account Title	Total Budget	Adjustment	Total		
010	3686	3636	SAFE ROUTES TO SCHOOL	-	595,674	595,674	Safe Routes to School Cycle 7 Public Improvements	
010	3686	3665	PEDESTRAIN COUNT DOWN SIGNALS	-	60,000	60,000	HSIP Pedestrian Countdown Signal Grant	
010	3686	0687	CALTRANS SUST. TRANSPRT PLANNING GRANT	-	144,200	144,200	Sustainable Communities - Safe Routes to School Plan	
010	3686	XXXX	EV CHARGING STATION		100,000	100,000	Clean Transportation Funding Grant Program (MSRC)	
010	3940	3661	CNG FUELING STATION		1,339,460	1,339,460	CNG Fueling Station Upgrades (FTA Grant)	
					2,239,334			
TOTAL ADJUSTED REVENUES				2,626,425				
TOTAL EXPENDITURES				2,124,871				
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
010	311	3665	4600	CAPITAL PROJECTS	-	60,000	60,000	HSIP Pedestrian Countdown Signal Grant
010	335	XXXX	4600	CAPITAL PROJECTS		100,000	100,000	EV Charging Station (10)
						160,000		
TOTAL ADJUSTED EXPENDITURES				2,284,871				
TOTAL ADJUSTED CAPITAL GRANT FUND SURPLUS(DEFICIT)				13,567				

GAS TAX FUND

Beginning Fund Balance:				17,359				
TOTAL REVENUES				556,000				
Fund	Acct.	Project.	REVENUE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:	
011			No Revenue Adjustments	-	-	-		
				-				
TOTAL ADJUSTED REVENUES				556,000				
TOTAL EXPENDITURES				524,232				
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
011	311	3665	4600	CAPITAL PROJECTS	-	10,000	10,000	City's Matching Funds for HSIP Pedestrian Signal Grant
				-		-		
				10,000				
TOTAL ADJUSTED EXPENDITURES				534,232				
TOTAL ADJUSTED GAS TAX FUND SURPLUS(DEFICIT)				39,127				

SPECIAL REVENUE FUNDS
FY 2016-2017 MID-YEAR BUDGET ADJUSTMENTS

AIR QUALITY MANAGEMENT DISTRICT FUND

Beginning Fund Balance:				195,651				
TOTAL REVENUES				29,100				
Fund	Acct.	Project.	REVENUE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:	
016			No Revenue Adjustments	-	-	-		
					-			
TOTAL ADJUSTED REVENUES				29,100				
TOTAL EXPENDITURES				92,869				
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
016	310	3661	4500	CAPITAL EQUIPMENT	-	50,000	50,000	Compressed Natural Gas Service Vehicles.
016	310	3661	4600	CAPITAL PROJECTS	-	40,000	40,000	Local matching requirement to the FTA and AQMD grant funds for CNG Upgrades.
016	311	0000	4500	CAPITAL EQUIPMENT	46,434	1,800	48,234	Light Bars for New Vehicles
016	371	0000	4500	CAPITAL EQUIPMENT	46,434	1,800	48,234	Light Bars for New Vehicles
						93,600		
TOTAL ADJUSTED EXPENDITURES				186,469				
TOTAL ADJUSTED AQMD FUND SURPLUS(DEFICIT)				38,282				

RECREATION FUND

Beginning Fund Balance:				61,056			
TOTAL REVENUES				143,900			
Fund	Acct.	Project.	REVENUE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
017	3770	1322	SENIOR AEROBICS	15,000	(9,000)	6,000	Decrease due to less participation.
017	3770	1323	SENIOR MUSIC	2,000	(800)	1,200	Decrease due to less participation.
017	3770	1326	KARATE	8,000	1,598	9,598	Increase due to more participation
017	3770	1328	YOUTH SPORTS	15,000	12,234	27,234	Increase due to more participation
017	3770	1334	ADULT SOFTBALL	12,000	4,000	16,000	Increase due to more participation
017	3770	1339	LINE DANCE CLASS	1,400	(900)	500	Decrease due to less participation.
017	3770	1343	ART RECREATION CLASSES	800	2,734	3,534	Increase due to more participation
017	3770	1362	FOLK DANCE	4,500	(1,500)	3,000	Decrease due to less participation.
017	3770	1395	5K RUNNING RACE	6,000	3,300	9,300	Participation exceeded the estimated revenues.
				11,666			
TOTAL ADJUSTED REVENUES				155,566			

SPECIAL REVENUE FUNDS
FY 2016-2017 MID-YEAR BUDGET ADJUSTMENTS

TOTAL EXPENDITURES					134,141			
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
017	420	1322	4260	CONTRACTUAL SERVICES	11,000	(6,000)	5,000	Decrease due to less participation in the program
017	420	1323	4260	CONTRACTUAL SERVICES	1,500	(300)	1,200	Decrease due to less participation in the program
017	420	1326	4260	CONTRACTUAL SERVICES	6,000	1,600	7,600	Increase due to more participation.
017	420	1328	4260	CONTRACTUAL SERVICES	15,000	3,000	18,000	Increase due to more participation.
017	420	1328	4300	DEPARTMENT SUPPLIES	-	8,000	8,000	Increase due to more participation.
017	420	1334	4260	CONTRACTUAL SERVICES	4,000	(3,500)	500	Decrease due to less participation in the program
017	420	1334	4300	DEPARTMENT SUPPLIES	-	4,000	4,000	Increase due to more participation.
017	420	1337	4260	CONTRACTUAL SERVICES	13,000	(1,000)	12,000	Decrease due to less participation in the program
017	420	1339	4260	CONTRACTUAL SERVICES	600	(100)	500	Decrease due to less participation in the program
017	420	1343	4260	CONTRACTUAL SERVICES	2,500	500	3,000	Increase due to more participation.
017	420	1362	4260	CONTRACTUAL SERVICES	3,700	(700)	3,000	Decrease due to less participation in the program
017	420	1364	4260	CONTRACTUAL SERVICES	200	(200)	-	Decrease due to less participation in the program
017	420	1395	4260	CONTRACTUAL SERVICES	6,000	(4,457)	1,543	Decrease due to less participation in the program
017	420	1395	4300	DEPARTMENT SUPPLIES		10,000	10,000	Increase due to more participation.
017	420	1396	4260	CONTRACTUAL SERVICES	20,860	15,298	36,158	Photometric Study / CEQA for LP Park Improvements Grants.
017	420	1399	4103	PART TIME WAGES - DAY CAMP	-	43,000	43,000	Appropriate funds for part time wages
017	420	1399	4120	O.A.S.D.I	-	2,924	2,924	Appropriate funds for FICA taxes
017	420	1399	4130	WORKERS COMPENSATION INSURANCE	-	2,728	2,728	Appropriate funds for Workers Compensation Insurance
017	420	1399	4260	CONTRACTUAL SERVICES	1,800	(1,800)	-	Decrease due to less participation in the program
						72,993		

TOTAL ADJUSTED EXPENDITURES					207,134		
TOTAL ADJUSTED RECREATION FUND SURPLUS(DEFICIT)					9,488		

FEDERAL ASSET SEIZURE FUND

Beginning Fund Balance:					16,207			
TOTAL REVENUES					-			
Fund	Acct.	Project.	REVENUE Account Title		2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
021	3875	0000	Asset Forfeiture Fund		-	19,500	19,500	Based on YTD revenues
TOTAL ADJUSTED REVENUES					19,500			
TOTAL EXPENDITURES					50,000			
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
021	225	0000	4500	CAPITAL EQUIPMENT	-	(20,000)	(20,000)	Reduce appropriated funds.
						(20,000)		
TOTAL ADJUSTED EXPENDITURES					30,000			
TOTAL ADJUSTED FEDERAL ASSET SEIZURE FUND SURPLUS(DEFICIT)					5,707			

SPECIAL REVENUE FUNDS
FY 2016-2017 MID-YEAR BUDGET ADJUSTMENTS

PARKING MAINTENANCE & OPERATIONS FUND

Beginning Fund Balance:				270,669				
TOTAL REVENUES				182,800				
Fund	Acct.	Project.	REVENUE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:	
029			No Revenue Adjustments			-		
TOTAL ADJUSTED REVENUES				182,800				
TOTAL EXPENDITURES				181,835				
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
029	335	XXXX	4600	CAPITAL PROJECTS	-	100,000	100,000	Appropriate City's matching funds for EV charging stations (MSRC grant).
TOTAL ADJUSTED EXPENDITURES					100,000			
TOTAL ADJUSTED PARKING & MAINT. FUND SURPLUS(DEFICIT)					171,634			

PAVEMENT MANAGEMENT FUND

Beginning Fund Balance:				33,182				
TOTAL REVENUES				-				
Fund	Acct.	Project.	REVENUE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:	
050			No Revenue Adjustments			-		
				-				
TOTAL ADJUSTED REVENUES				-				
TOTAL EXPENDITURES				-				
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2017 Total Budget	Proposed Adjustment	Proposed Total	Justification:
050	310	0000	4901	TRANSFER TO GENERAL FUND	-	20,000	20,000	Transfer to cover Tree Maintenance Services.
				20,000				
TOTAL ADJUSTED EXPENDITURES				20,000				
TOTAL ADJUSTED PAVEMENT MANAGEMENT FUND SURPLUS(DEFICIT)				13,182				



ATTACHMENT “B”

BUDGET CALENDAR

Time Frame	Task	Department(s)
January – April 2017	Review and calculate revenue projections for General Fund, Special Revenue Funds, Enterprise Funds and Capital Projects Funds.	Finance
February 2017	Review/Update salary projections.	Personnel, Finance
February 21, 2017	City Council update and presentation: <ul style="list-style-type: none"> • FY 2015-2016 Audited Financial Statements • FY 2016-2017 Mid-year Budget • FY 2017-2018 Budget Outlook 	Administration, Finance
February/March 2017	Prepare/update budget instructions and forms for departments to complete during budget development.	Finance
March 21, 2017	City Manager meets with Department Heads to discuss the budget schedule and provide direction regarding budget guidelines (e.g. Maintenance of effort, only funded enhancement requests, etc.). Budget forms distributed.	All Departments
March 21 - 31, 2017	Departments review and complete budget forms.	All Departments
April 3 - 7, 2017	Preliminary review of department budget forms, including review of enhancement and Capital requests.	Administration, Finance
April 10 - 13, 2017	City Manager/Finance Director meetings with Department Heads to discuss budget requests.	All Departments
April 17, 2017	Agenda item to discuss Council priorities for Fiscal Year 2017-2018.	Administration, Finance
April 27, 2017	Finalize City Manager’s recommendations.	Administration, Finance
April/May 2017	Prepare Proposed Budget document.	Administration, Finance
May 11, 2017	Give Proposed Budget to City Council.	Administration, Finance
May 15, 2017 May 22, 2017	Budget Study Sessions.	All Departments
May/June 2017	Update Proposed Budget based on direction provided at Budget Study Sessions.	Administration, Finance
June 1, 2017	Publish Notice of Public Hearing for budget adoptions.	City Clerk
June 19, 2017	Budget hearing and adoption, including adopting of Gann Limit.	Administration, Finance
July 3, 2017	Post adopted budget to the City’s Finance system.	Finance
Jul/Aug 2017	Produce Adopted Budget book, distribute to City Council, post to the City’s website, and submit for GFOA Award.	Finance

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager
By: Ismael Aguila, Recreation and Community Services Director

Date: February 21, 2017

Subject: Update on Special Event Application Process and Consideration of Proposed Fee Waiver/Community Grant Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file the Special Event Application process update; and
- b. Provide staff with feedback and direction regarding a proposed Fee Waiver/Community Grant Policy.

BACKGROUND:

1. In 2000, staff developed the City's Special Event Application process.
2. In 2007, the responsibility of managing Special Event Applications was moved to the Recreation and Community Services Department, thus creating the Special Events Division.
3. In 2009, staff released the last major revision of the City's Special Events Application, which is the current version being utilized today.
4. Since 2012, staff has been researching special event policies/procedures from over fifty (50) municipalities in an effort to revise the City's Special Event Application Policy.

ANALYSIS:

Special Events Division

The Recreation and Community Services (RCS) Special Events Division (SED) serves an essential role in coordinating approximately 50 to 60 public special events annually. Included are business events, grand openings, athletic events, concerts, and festivals. These events are an

Update on Special Event Application Process and Consideration of Proposed Fee Waiver/Community Grant Program

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important part of the fabric and identity of our community and can add significantly to the quality of life for residents and visitors. Depending on the nature of the events, they help to enhance our neighborhoods, highlight products and services, provide marketing opportunities, and add to the cultural enrichment of the community. In October 2016, the RCS SED hosted and/or assisted in the planning/implementation of ten (10) special events, including: Chili Festival, Indigenous Day Celebration, 5K Relay & Fitness Zone, Dia De Los Muertos, Anthem Blue Cross Expo, San Fernando Fall Harvest Brewfest, Downtown Mall Trunk or Treat, San Fernando National Little League Trunk or Treat, and the Diabetes Expo.

Special Event Permit Application Process

Special Event Permit Applications must be received by the RCS SED no later than sixty (60) days prior to the event date and no earlier than one year in advance of the event date. In general, any organized activity involving the use of, or having impact upon, public property, public facilities, parks, sidewalks, street areas or the temporary use of private property in a manner that varies from its current land use, requires a permit. The Special Event Permit Application (Attachment "A") is a necessary prerequisite for event review in order to set requirements and fees.

The Special Event Permit Application consists of a five step process:

1. **Application Submission:** Event organizer will submit a copy of a photo ID and the complete application no later than sixty (60) days before the scheduled event with the non-refundable processing fee. Incomplete applications will not be accepted and will delay processing, which could affect the availability of the preferred event date or location.
2. **Initial Review:** A City representative reviews the submitted application and responds within seven (7) working days regarding the Special Event Permit Application. At that time, the event organizer will be notified of missing or incomplete items.
3. **Application Review (minimum 30 days):** After all requested documents have been submitted, the City representative routes the permit application to various City departments. The Event Organizer is invoiced (payment due five days prior to event) and notified of any additional permits needed, if applicable. The Event organizer must also submit Insurance documents for approval.
4. **Final Steps for Permit Approval (five days):** After all invoices have been paid and all additional documents and requirements have been submitted, final approval from Public Works Director, RCS Director, Police Chief, and/or City Manager is given.
5. **Permit Issued:** After final approval is given, the Event organizer is provided a Special Event Permit Certificate.

Update on Special Event Application Process and Consideration of Proposed Fee Waiver/Community Grant Program

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Basic Fee Structure

Submission Deadlines	Fees
Before 60 days of event date	\$50
30 days or less before event date	\$90
15 days or less before event date	\$130
7 days or less	Not accepted
Processing fee for any changes to applications	\$25

Issues and Challenges

Since 2007, the Special Events Division has coordinated all Special Event applications and provided coordination of various City services that includes (but is not limited to) the Public Works Department, the San Fernando Police Department and the Los Angeles Fire Department. The current adopted guidelines, protocols and mechanisms in place to process Special Event Applications was last revised in 2009.

Staff has faced several challenges in recent years in managing Special Event Applications. The number of celebrations and special events requiring staff involvement have more than doubled since 2013. Growing interest from external event planners also continues to increase and proposals for new events to be held in the City are on the rise. In addition, staff has encountered frequent obstacles and delays with the majority of Special Event Applications submitted for permit due to the following:

- Lack of awareness of the City's Special Events policy, procedure, and process by local businesses and/or residents interested in organizing an event.
- Lack of general event production knowledge and experience of event organizers;
- Applicants inability to meet the processing deadlines identified above;
- Lack of clarity by the event organizers of the desired event outcomes or community benefit;
- Excessive revisions to Special Event application and/or event site plans;
- Inability/difficulty for Event organizers to meet insurance requirements; and/or
- Special requests (including fee waivers).

To help address these challenges, staff has researched special event policies/procedures from over fifty (50) municipalities and also met with local stakeholders to help revise the City's proposed Special Event Application Policy.

Update on Special Event Application Process and Consideration of Proposed Fee Waiver/Community Grant Program

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The revised Special Event Application has been streamlined and is scheduled to be released in early March 2017. Included will be a new format and several new informative sections designed to help address many of the challenges in planning and executing a special event. The online application will also be available in early March 2017 and will allow the option to complete only the required documents related to each specific event. In addition, staff will implement marketing efforts to help educate businesses and residents of the City Special Events policy, procedures, and application process.

Proposed Fee Waiver/Community Grant Program

Although the revised application will address many of the processing challenges, a Special Event Fee Waiver Policy has not been analyzed or addressed. This is of special concern due to the direct impact on the General Fund. As of December 2016, the City has forgone over \$35,000 in fee revenue and overtime reimbursement.

Staff is recommending that the City Council provide feedback and direction to the following proposed Special Event Fee Waiver Policy/Community Grant Program options (refer to Attachment "B" for additional details):

1. Keep the current fee waiver policy (i.e. evaluate each waiver request on a case-by-case basis as they arise).
2. Suspend all fee waivers.
3. Create a formal Special Event Fee Waiver Program with limited funds.
4. Create a Community Grant Program.

BUDGET IMPACT:

Fee Waivers

Through December 2016, the City Council has approved a total of \$35,136 in waivers for five events (e.g., Chili Festival, San Fernando Fall Harvest Brewfest, Indigenous Day, Plaza Comunitaria Sinaloa, and Downtown Trunk or Treat). Of this total, \$20,448 are waivers of permit and rental fees (which reduces General Fund revenue) and \$14,688 are waivers for reimbursement of staff overtime costs (which increases General Fund expenditures). Additionally, the City Council included \$13,500 in General Fund enhancements to fund three events (e.g., Tree Lighting, Dia de los Muertos, and Eggstravaganza) in the 2016-2017 Adopted Budget.

Special Event Application

Through December 2016, the City has collected approximately \$1,000 in Special Event application fees. Based on the time it takes to process a typical Special Event Application and the current fee structure, the General Fund is significantly subsidizing the application process. That is, the fee for the application is well below the actual cost in staff time to process the

Update on Special Event Application Process and Consideration of Proposed Fee Waiver/Community Grant ProgramPage 5 of 5

application. The City is currently going through a citywide user fee study, which will identify the full cost of processing Special Event applications and the total General Fund subsidy at the current fee level. When the study is complete, staff recommends the City Council consider increasing the fee to reduce the General Fund subsidy for processing Special Event Applications.

CONCLUSION:

It is recommended that the City Council provide feedback and direction to staff so that a policy can be developed to help streamline the fee waiver process and minimize the impact to City staff and the General Fund.

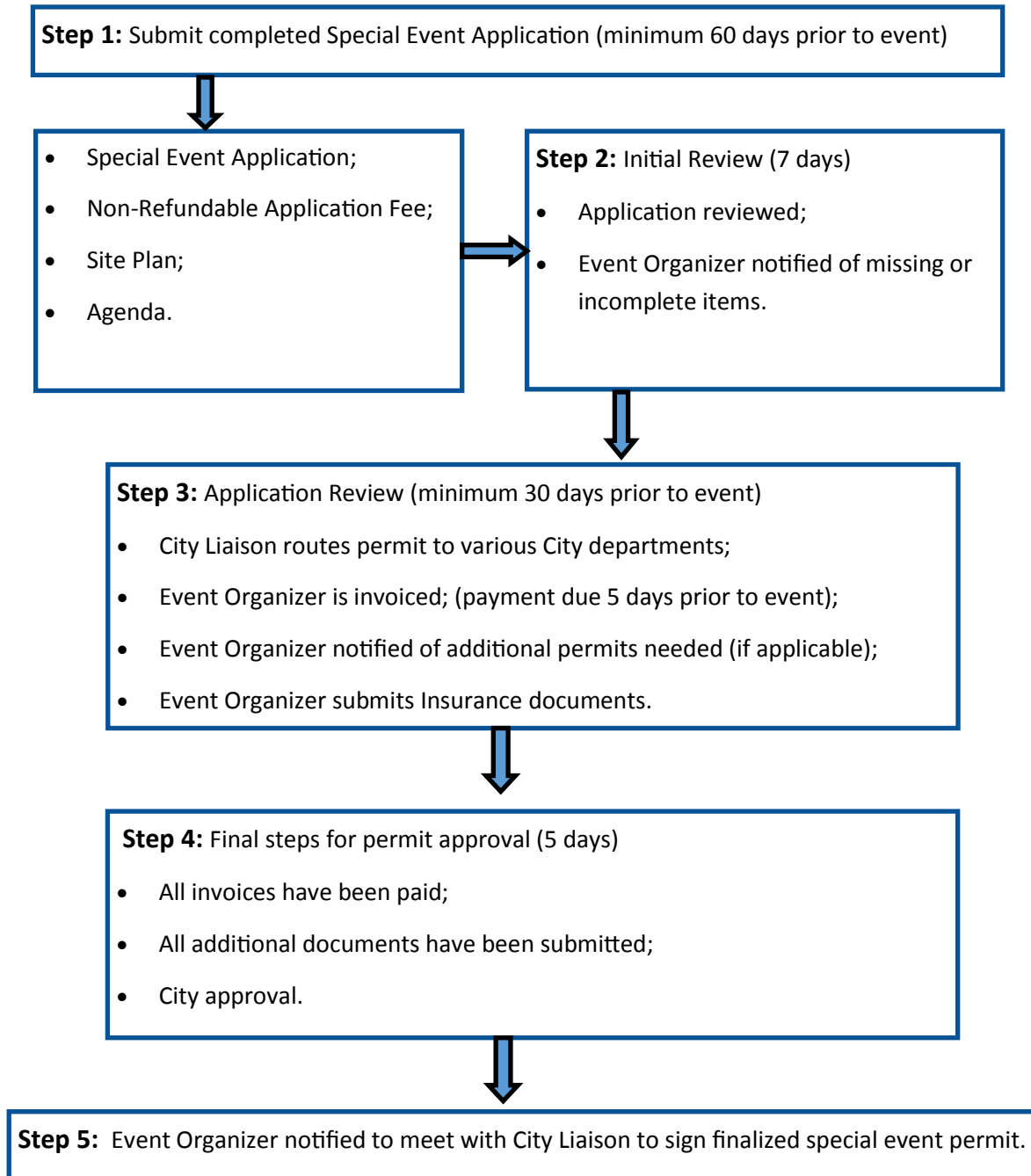
ATTACHMENT:

- A. Special Events Process
- B. Proposed Special Events Fee Waiver/Community Grant Policy

ATTACHMENT "A"

City of San Fernando

Special Event Application Process



**Note: Submittal of Special Event Permit Application
is not final approval or confirmation of your event.**

Special Event Fee Waiver or Community Grant Policy (Proposed Options)

Option	Description	Budget Impact	Pros/Cons
Current Policy	<ul style="list-style-type: none"> No formal guidelines for Special Event (SE) fee waivers and is based on “case by case.” Event organizer shall submit a special events application. If event organizer requests fee waiver, then place on council agenda. City staff shall create staff report to present. No adopted budget limit. 	To date in FY 2016-17, subsidy of \$20,488 in revenue and \$14,688 in expenditures.	<p>Pros</p> <ul style="list-style-type: none"> Allows for anyone to request a fee waiver. <p>Cons</p> <ul style="list-style-type: none"> No information required that event provides community benefit; Can have major impact to general fund; Impact on staffing/operations.
No Fee Waivers	Suspend all fee waivers.	No impact/subsidy due to full cost recovery from Special Event Organizers.	<p>Pros</p> <ul style="list-style-type: none"> Save money from General Fund. <p>Cons</p> <ul style="list-style-type: none"> Could lose out on community benefit opportunities.
Fee Waivers with <u>Limited Funds</u> (passive)	<ul style="list-style-type: none"> Formal guidelines created for special event requests that incorporate city priorities on types of events, event organizer experience, size of events, benefit of event, and/or cost impact. <u>Set a maximum limit of available funds per year, per event and/or event organizer.</u> For non-profits only. Non-alcoholic event (optional) 	Vary, based on city council recommendations.	<p>Pros</p> <ul style="list-style-type: none"> Encourages events that incorporate the city’s priorities; Limited funds available per event and/or event organizer for savings to city; Maximum limit of funds available determined in advance; Budget impact transparent. <p>Cons</p> <ul style="list-style-type: none"> Limits organizations who can apply.

Option	Description	Budget Impact	Pros/Cons
Community Grant Program (Pro-active)	<ul style="list-style-type: none"> Formal guidelines created to actively promote and invite applications via RFP for special events that align with city priorities. Shall include qualifying criteria (non-profits, business plan, benefits of event, etc.) Include in the process will be evaluation, scoring, and presentations by event organizer to Parks Commission and City Council. For non-profits only. Non-alcoholic event (optional) <u>Set a maximum limit of available funds per year, per event and/or event organizer.</u> <p>Process (example):</p> <ul style="list-style-type: none"> Staff to promote and release annual RFP to community in spring. Applications screened by City staff to ensure minimum requirements are fulfilled Event organizer would provide presentation to Parks Commission if under \$1,000. Event organizer would provide presentation to City Council if over \$1,000. Announce awardees in June. Event organizer to complete special event application process. Final report of success of event submitted to city staff. 	Vary, based on city council recommendations.	<p>Pros</p> <ul style="list-style-type: none"> Actively seeks organizations to submit proposals for community events; Requires event organizers to meet qualifying grant provisions; If done annually, can help streamline process and provide minimal impact to city operations and staffing; Allows time for staff to budget awarded events; Requires event organizer to provide transparency and also provide final report of event results. <p>Cons</p> <ul style="list-style-type: none"> Event organizers requesting funding for events will need to wait for following year if they miss grant deadlines/budget adoptions.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: February 21, 2017

Subject: Consideration to Accept and Approve a Resolution Appropriating Grant Funds Awarded by the California Department of Transportation and California Department of Resources Recycling and Recovery for the Glenoaks Boulevard Improvement Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept Highway Safety Improvement Program ("HSIP") grant funds in the amount of \$1,380,000 awarded to the City by the State of California Department of Transportation (Caltrans) and authorize the City Manager or designee to execute all grant related documents;
- b. Accept Rubberized Pavement grant funds in the amount of \$97,846 awarded to the City by the State of California Department of Resources Recycling and Recovery (CalRecycle) and authorize the City Manager or designee to execute all grant related documents;
- c. Approve Resolution No. 7782 (Attachment "A") to appropriate \$1,477,846 in grant funds awarded by Caltrans and CalRecycle.

BACKGROUND:

As part of the City's Fiscal Year (FY) 2016-2017 Budget, the City Council approved a project titled "Glenoaks Boulevard Improvement Project," which involves the rehabilitation of the existing roadway, concrete improvements, new traffic striping, signage, utility improvements (replacement of water mains and sewer point repairs) and traffic safety improvements. These improvements will be funded through a combination of Measure R funds, Water Enterprise Funds, Sewer Enterprise Funds, a Highway Safety Improvement Program ("HSIP") grant award and a Rubberized Pavement grant award. The HSIP grant funds will become available in FY 2017-2018. As such, the City is initiating the design phase for this project in order to be ready to move forward with construction when funds become available.

Consideration to Accept and Approve a Resolution Appropriating Grant Funds Awarded by the California Department of Transportation and California Department of Resources Recycling and Recovery for the Glenoaks Boulevard Improvement Project

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ANALYSIS:

Based on a review of local roadway conditions, it was determined that Glenoaks Boulevard (from west City limit to east City limit) is in high need of rehabilitation. In the most recent Citywide Pavement Management System update, sections of Glenoaks Boulevard received a Pavement Condition Index ("PCI") rating that ranged from 28 to 32 (out of 100). In addition, the City regularly receives service requests to fix potholes along Glenoaks due to its deteriorating condition.

Over the last year, the City has undertaken a comprehensive effort to secure funding resources to address needed improvements along Glenoaks Boulevard. This includes the completion of the Measure R Total Road Improvement Program financing program in spring 2016 to expedite road repairs, the award of Caltrans HSIP grant funds to address traffic signal and safety improvements, and the award of CalRecycle Rubberized Pavement grant funds to address road repairs. These resources are described in the table below.

Funding Source	Amount	Description
Measure R TRIP Funds	\$1,500,000	Design Services and Construction of Improvements; Roadway Rehabilitation, Concrete Improvements, Traffic Signal and Safety Improvements
Caltrans HSIP Grant Funds	\$1,380,000	Construction of Improvements - Traffic Signal and Safety Improvements
CalRecycle Rubberized Pavement Grant Funds	\$ 97,846	Construction of Improvements - Roadway Rehabilitation using Recycled Rubberized Asphalt Materials
Water Enterprise Funds	\$ 250,000	Design Services and Construction of Improvements; Replacement of Water Mains and Related System Improvements
Sewer Enterprise Funds	\$ 250,000	Design Services and Construction of Improvements; Replacement and Point Repairs to Sewer Mains and Related System Improvements
Total	\$3,477,846	

*It should be noted that these figures are budget estimates and a full cost estimate will be developed after a comprehensive review of existing conditions during the project design phase.

Consideration to Accept and Approve a Resolution Appropriating Grant Funds Awarded by the California Department of Transportation and California Department of Resources Recycling and Recovery for the Glenoaks Boulevard Improvement Project

Page 3 of 3

Next Steps

In anticipation of the receipt of HSIP grant funds in FY 2017-2018, staff developed a Request for Proposal ("RFP") for design services related to the Glenoaks Boulevard Improvement Project. The RFP will be circulated amongst prequalified firms listed on the City's On-Call Engineering Consultant list. After a review of proposals, a contract will be initiated to proceed with design services.

Design services will include all related engineering items related to this project – soils/geotechnical reports, preliminary design work, utility plans and coordination, erosion control plans, roadway improvement plans, traffic signal plans, striping plans and grant reporting requirements, among others. It is expected that this work will initiate in mid-March and take five (5) months to complete. Once completed, the project will proceed to advertisement and then presented to the City Council for consideration of an award of contract for construction work.

BUDGET IMPACT:

The total funding for this capital project is \$3,477,846. Acceptance and appropriation of the related funding sources will allow this project to proceed to design phases. Of note, there are no matching fund requirements for either the HSIP grant or Rubberized Pavement grant.

SOURCES		
Fund	Account Number	Allocation
Measure R	012-3946-0000	\$ 1,500,000
CalRecycle Rubberized Pavement Grant	010-3686-6673	\$ 97,846
Caltrans HSIP Grant	010-3686-0562	\$ 1,380,000
Water Enterprise Funds (Fund Balance)	070	\$ 250,000
Sewer Enterprise Funds (Fund Balance)	072	\$ 250,000
Total Sources:		\$ 3,477,846

USES		
Activity	Account Number	Cost
Design	070-311-6673-4600	\$ 200,000
Staff	010-311-6673-4600	\$ 55,000
Inspection	010/070-311-6673-4600	\$ 60,346
Construction	010/012-311-6673/0562-4600	\$ 2,750,000
Contingency (15%)	010/070/72-311-0562/6673-4600	\$ 412,500
Total Uses		\$ 3,477,846

Consideration to Accept and Approve a Resolution Appropriating Grant Funds Awarded by the California Department of Transportation and California Department of Resources Recycling and Recovery for the Glenoaks Boulevard Improvement Project

Page 4 of 4

CONCLUSION:

Acceptance and approval of these grant funds will provide the City with the resources to resurface one of the City's main arterial streets that is in dire need of repair.

ATTACHMENTS:

- A. Resolution No. 7782
- B. Caltrans HSIP Grant Information
- C. CalRecycle Rubberized Pavement Grant Information

ATTACHMENT "A"**RESOLUTION NO. 7782****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2016-17 ADOPTED ON JUNE 29,
2016**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2016-17, commencing July 1, 2016, and ending June 30, 2017; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk's Office, has been adopted on June 29, 2016.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The following adjustments are made to the City Budget:

Grant Funds Awarded By Caltrans and CalRecycle

Increase in Expenditures:

Account No. 010-311-0562-4600 \$ 1,380,000

Account No. 010-311-6673-4600 \$ 97,846

Increase in Revenues:

Account No. 010-3686-0562 \$ 1,380,000

Account No. 010-3686-6673 \$ 97,846

PASSED, APPROVED, AND ADOPTED this 21st day of February, 2017.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 21st day of February, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

DEPARTMENT OF TRANSPORTATION

DIVISION OF LOCAL ASSISTANCE
100 SOUTH MAIN STREET
LOS ANGELES, CA 90012
PHONE (213) 897-0784
FAX (213) 897-2999

RECEIVED

*Flex your power!
Be energy efficient!*

SEP 26 2016

**PUBLIC WORKS DEPARTMENT
CITY OF SAN FERNANDO**

August 31, 2016

Mr. Chris Marcarello
Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Dear Mr. Marcarello:

Congratulations! The following project(s), which you submitted for Highway Safety Improvement Program (HSIP) Cycle 7 funding, have(s) been selected for implementation:

Unique Project ID	Original Application ID	Agency Name	MPO	Location of Work	Description of Work	HR3 Eligible ?	Project Cost	Federal Funds
HSIP7-07-026	07-San Fernando-1	San Fernando	SCAG	Glenoaks Blvd, from Hubbard St. in the west (western city limit) and Arroyo St. in east (eastern city limit)	Install protective left turn phasing at intersections, installation of raised medians at approaches, and the improvement of signal hardware	NO	1,380,400	1,380,400

To view the complete statewide project listing, please visit the HSIP website at:
http://www.dot.ca.gov/hq/LocalPrograms/HSIP/prev_cycle_results.htm.

In Cycle 7, 182 projects were selected from a pool of 213 applications. All projects competed based on their Benefit Cost Ratio and properly proposed traffic safety countermeasures set forth in the Call for Projects. The selected HSIP projects, totaling \$160.8 million, will utilize the available HSIP programming capacity in the 2016 Federal Statewide Transportation Improvement Plan (FSTIP).

APPLICATION FOR CYCLE 7 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

APPLICATION SUMMARY

This summary page is filled out automatically once the application is completed.

After the application is finalized, please save this PDF form using the exact "Application ID" (shown below) as the file name.

Important: Review and follow [the Application Instructions](#) step-by-step as you complete the application. Completing an application without referencing to the instructions will likely in an incomplete application or an application with fatal flaws that will be disqualified from the ranking and selection process.

Application ID: 07-San Fernando-1

Submitted By (Agency):
San Fernando

Caltrans District

07

Application Number

1

Out of

1

Project Location

Glen Oaks Boulevard, from Hubbard St. in the west (western city limit) and Arroyo St. in east (eastern city limit)

Project Description

The project entails providing protective left turn phasing at intersections, installation of raised medians at approaches, and the improvement of signal hardware at signalized intersections along the Glen Oaks Blvd. corridor

Countermeasure 1: S6: Provide protected left turn phase (left turn lane already exists)

Countermeasure 2: S2: Improve signal hardware: lenses, back-plates, mounting, size, and number

Countermeasure 3: S12: Install raised median on approaches (S.I.)

Total Expected Benefit

\$8,268,750.00

Total Project Cost

\$1,380,205.00

B/C Ratio:

5.99

Form Date: April 26, 2015

HSIP Cycle 7 Application Form

I. Basic Project Information

Date Caltrans District MPO

Agency County

Total number of applications being submitted by your agency

Application Number (each application must have a unique number)

Contact Person Information

Name (Last, First):

Position/Title of Contact Person

Email: Telephone: Extension:

Address:

City: Zip Code: (Enter only a 5-digit number.)

Project Information

Project Location
-Be Brief (limited to 250 characters)
[-See Instructions](#)

Project Description
-Be Brief (limited to 250 characters)
[-See Instructions](#)

Functional Classification (For Functional Classification and CRS Maps, Visit http://www.dot.ca.gov/hq/tsip/hseb/crs_maps/)

CRS Map ID (e.g. 08E14)

Urban/Rural Area (Visit <http://earth.dot.ca.gov/>)

High-Risk-Rural-Roads (HR3) Eligibility

If this project is not HR3 eligible, what is the approximate total cost percentage that is HR3 eligible? %

Work on the State Highway System

Does the project include improvements on the State Highway System?

If no, move on to the next page; If yes, go to the below question.

Is this a joint-funded project with Caltrans?

- ☐ If yes, check this box to confirm a formal Letter of Support from Caltrans - District Traffic is attached to the application. The letter should include estimates of cost sharing.
- ☐ If no, check this box to confirm a written correspondence from Caltrans District Traffic is attached to the application. The correspondence should indicate that Caltrans does not see issues that would prevent the proposed project from receiving an encroachment permit

Form Date: April 26, 2015

HSIP Cycle 7 Application Form

Non-Infrastructure (NI) ElementsDoes the project include NI Elements? If yes, NI Activity Worksheet and NI Cost Estimate are required attachments. For more information on the requirements and guidance for NI elements of HSIP applications, see the [HSIP NI webpage](#).

What are the primary type(s) of non-infrastructure included? (Check all that apply. Skip if project does not include NI Elements.)

☐ Bicycle and pedestrian safety education (K-12 students)☐ Enforcement (school zones)☐ Bicycle and pedestrian safety education (adults)☐ Other Enforcement (please describe below)☐ Other safety education (please describe below)☐ Emergency Medical System**Additional Information**1. Is the project focused primarily on "spot location(s)" or "systemic" improvements? The primary type of the "systemic" improvements: 2. Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily?
(For more information on the SHSP and its Challenge Areas, see: <http://www.dot.ca.gov/SHSP/>)3. How were the safety needs and potential countermeasures for this project **first** identified?

4. What is the primarily mode of travel intended to be benefited by this project?

5. Approximate percentage of project cost going to improvements related to **motorized** travel %6. Approximate percentage of project cost going to improvements related to **non-motorized** travel %

7. Is the project focused primarily on "Intersection" or "Roadway" improvement?

Miles of Roadway 8. Posted Speed Limit (mph)

9. Average Daily Traffic	ADT (Major Road)	ADT (Minor Road)	Year Collected
(See Instructions)	20,842		

II. Narrative Questions [\(See Instructions\)](#)

These narrative questions are intended to provide additional project details for the application reviewers and project files. Application reviewers will use the information in their “fatal flaw” assessment of the applications, including:

- 1) The project scope is eligible for HSIP funding;
- 2) The countermeasures used in the B/C ratio calculation are appropriately applied based on the scope of the project;
- 3) The crash data used in the B/C ratio calculation is appropriately applied based on the scope of the project and countermeasures used;
- 4) The costs included in the application represent the likely total project cost necessary to fully construct the proposed scope. If the proposed project is a piece of a larger construction project, the entire scope of the larger project must be identified and included in the B/C ratio calculation;
- 5) The application data and attachments are reasonable and meet generally accepted traffic engineering and transportation safety principles.

If significant inconsistencies or errors are found in the application information, the Caltrans reviewers may conclude that the application includes one or more “fatal flaws” and the application will be dropped from further funding considerations. The applicant will not be notified of Caltrans findings until after the selection process is complete.

1. Overall Identification of Need

Describe how the agency identified the project as one of its top safety priorities. Was a data-driven, safety evaluation of their entire roadway network completed? Do the proposed project locations represent some of the agency's highest crash concentrations? (limited to 5,000 characters)

For the last several years, the City has continuously evaluated all of the City's traffic safety needs through police investigations and analysis of collision reports as well as several years of annual city council directed community workshops addressing community issues on safety. Besides crime as a number one safety issue in the community, traffic safety was found to be the second most important issue with community residents and business owners. Of all the traffic safety issues in the City, the City staff and safety officials concluded that Glenoaks Boulevard be given high priority to improving safety conditions along this travel corridor due to close proximities to schools, parks and freeway access. Many of the community members addressed safety concerns of unsafe intersections for both motorist and pedestrians.

Glenoaks Boulevard is a major arterial that spans from western city limits to eastern city limits. The commuter corridor is often congested and is experiencing a very high number of collisions ranging from broadsides to rear-enders to head-on collisions. This corridor is especially prone to broadside and head-on collisions at six of Glenoaks Boulevard's signalized intersections. Interviews with local community residents and business owners and the SFPD conclude that most of the collisions attributed are to the lack of protected left turn signals and poor signal visibility. As a result, motorists must initiate unprotected left turn movements with a relatively significant and large flow of oncoming traffic. In addition, several vehicular collisions involving pedestrians occurred at signalized intersections within the crosswalks. As a proactive and systemic measure to reducing pedestrian/motorist collisions, the City applied and received funding for updating their old and obsolete pedestrian signals with improved countdown pedestrian signals. The City is currently working to purchase and install these countdown pedestrian signal heads throughout the City.

This HSIP safety improvement project for Glenoaks Boulevard is proposed by the City of San Fernando because the pattern of collisions along this 1.27 mile segment of Glenoaks Boulevard suggests that the collisions will be reduced by three safety countermeasures: 1) signal hardware and signal head replacements, protected left turn phasing (where left turn lanes already exists), and raised safety medians at intersection approaches.

These proposed countermeasures would not only provide significant safety enhancements along Glenoaks Boulevard, but also reduce broadside and head-on collisions at and near the five signalized intersection along this heavily traveled corridor.

This proposed street segment has one of the highest numbers of collisions in the City with nearly 21,000 commuters traveling along this corridor daily. In addition, many school-aged children travel across Glenoaks Boulevard to attend schools, located just west on the corridor.

2. Potential for Proposed Improvements to Address the Safety Issue

Describe the primary causes of the collisions that have occurred within the project limits. Are there patterns in the crash types? Clearly demonstrate the connection between the problem and the proposed countermeasures utilized in the Benefit/Cost Ratio calculations. Depending on the nature of the project, explain why the agency choose to pursue "Spot location(s)" or "Systemic" improvements. If the proposed project include Non-Infrastructure (NI) elements, also describe how the NI elements will complement in improving the safety within the project limits. (limited to 5,000 characters)

Note: Safety improvements that do not have countermeasures and crash reduction factors identified in the TIMS B/C Calculator can be included in the project scope and cost estimate as "Other Safety-Related" improvement; they just won't be added to the project's B/C ratio shown in the application.

This HSIP project is proposed by the City of San Fernando because the pattern of collisions along this 1.27 mile segment of Glenoaks Boulevard suggests that the collisions will be reduced by three safety counter-measures: 1) signal hardware and signal head replacements, protected left turn phasing (where left turn lanes already exists), and raised safety medians at intersection approaches.

The proposed countermeasures will not only provide significant safety enhancements at Maclay Avenue and Glenoaks Boulevard, but also reduce broadside collisions at and near the six signalized intersection along Glenoaks Boulevard

This proposed street segment has one of the highest number of collisions in the City with nearly 21,000 commuters traveling along this corridor daily. In addition, many school-aged children travel across Glenoaks Boulevard to attend schools, located just west on the corridor.

As per TIMS GIS data, there were 29 countermeasure related collisions within a five-year (January 1, 2008 to December 31, 2013) period. Of the 29 collisions, 18 collisions were related to broadsides, 4 collisions were related to head-on, 4 collisions were related to rear-enders, and 3 were collisions with pedestrians within designated intersection crosswalks. Collision Diagrams are for each of Glenoaks Boulevard's signalized intersections are shown in the attachment.

The City is proposing to eliminate and/or minimize these above-mentioned collisions through a series of countermeasure to help prevent the three major crash types (broadside, head-on, and rear-end), including; 1) signal upgrades to improve visibility /clarity and help reduce rear-end collisions, 2) dedicated protected left turn phasing at existing left turn pockets to help prevent broadside and head-on collisions, and 3) raised safety medians to prevent broadside and head-on conflicts at driveways near intersections.

Countermeasure S2 (Improve signal hardware: lenses, backplates, mounting, size and number) will include the installation of 12"LED signal heads and reflective back plates for greated visibility during all conditions, including dawn, dusk, night and inclement weather conditions. This improvement will greatly improve signal head and intersection visibility and clarity along the Glenoaks Boulevard corridor; including the prevention of rear-end and unsafe starts collisions.

Countermeasure S6 (Provide protected left turn phase-already left turn lane exists) will include the installation of larger mast arms and posts to accommodate a heavier left turn phase assembly and signal head unit. This countermeasure will provide safe and protected turning movements at signalized intersections along Glenoaks Boulevard and help to prevent broadside and head-on collisions at intersections.

Countermeasure S12 (Install raised median on approaches) will include the installation of raised safety medians reduce broadside intrusions into travel lanes from nearby driveways and other access ways that are adjacent to intersections. The raised safety medians at intersection approached will also help improve vehicular flows along this high volume commuter corridor. There are many commercial and residential driveways along this busy travel corridor. Often times, motorists attempt to cross into opposing lanes from corner or near corner lots. This action creates unsafe turning movements and greatly increases the chances for collisions. Adding raised safety medians at intersections will greatly reduce the chances for collisions and increases the corridor's operation efficiency for vehicular movement.

3. Crash Data Evaluation

Explain how the influence areas for each separate countermeasure were established. Describe how the limits of the crash data were established for each countermeasure to ensure only appropriate crashes were included in the Collision Summary Report(s), Collision Diagram(s) and B/C calculations. (limited to 5,000 characters)

The limits for crash data were created based on the factors and guidelines indicated in the Local Roadway Safety Manual and the HSIP Cycle 7 Guidelines to confirm proper use of procedures are followed and appropriate crash data were included in the qualification of the three countermeasures.

Following a comprehensive evaluation of the collision data in the intersections and travel corridor and upon determining the appropriate countermeasures, the TIMS GIS mapping tool was utilized to create maps, data sets and benefit-cost ratios. Additionally, the data obtained from the TIMS GIS mapping tool was used to create Collision Summary Reports, Collision Diagrams and Benefit-Cost calculations and ratios.

All of the collisions occurred at a signalized intersection, except for one rear-end collision. This rear-end collision was included because this may be related to a motorist not having clear and visible site of the traffic signal. Larger signal heads and highly reflective back plates will help to reduce rear-end collisions at each of the signalized intersections.

Each of the 6 intersections (Orange Grove Avenue, Harding Avenue, Maclay Avenue, Brand Boulevard, Griswold Avenue and Arroyo Street) identified along Glenoaks Boulevard is a signal-controlled intersection with 8" signal heads and left turn pockets with no dedicated left turn phasing signals. With ADTs exceeding 24,000, this corridor is considered a high traffic corridor, mainly due to east-west commuters traveling to and from the San Fernando Valley into downtown Los Angeles, Burbank and Glendale.

Another contributing factor to the high volumes may be that Glenoaks Boulevard is an alternative to overflow traffic from the Interstate 210 freeway. Glenoaks Boulevard runs parallel to Interstate 210 freeway having convenient access to State Highway 118. Freeway. Often and especially during morning and afternoon peak commuting periods, motorist will use this corridor to bypass congestion along the busy Interstate 210 freeway and reconnect with the less congested State Highway 118. There are more than four freeway off- and on-ramps accessing Glenoaks Boulevard. Two freeway ramps are accessible on Hubbard Street (western city limit) and the other on Maclay Avenue (the City's main north-south thoroughfare). Both require left turn movements to access the freeway. Hubbard Street averages more than 29,000 motorists daily while Maclay Avenue reaches as high as 20,000 motorists traveling daily.

Upgrading the City's obsolete signal system to include larger signal heads, reflective back plates, dedicated left turn phasing and raised safety medians will dramatically increase the safety for both motorist and pedestrians traveling across and along this corridor.

The TIMS collision data output was modified (cleansed) to eliminate any collisions that did not relate directly to the proposed intersection safety improvements. For example, collisions that occurred outside the intersection or involved vehicles traveling away from the intersections were not included. Modified collision data then was augmented by an investigation of the existing roadway conditions, geometry, lane configurations and signals. This field evaluation supported the installation of upgraded traffic signal heads, dedicated left turn signals and raised safety medians at intersection approaches.

4. Prior attempts to address the Safety Issue

If appropriate, list all other projects/countermeasures that have been (or are being) deployed at this location. Applicants must identify all prior federal HSIP, HR3 or Safe Routes To School (SRTS) funds approved within or directly adjacent to the propose projects limits within the last 10 years. (HSIP funding cannot be used to construct the same general type of countermeasures within the same limits within 10 years to ensure agencies do not apply the same Crash Reduction Factors to the same crashes.)

If the agency is proposing to construct follow-up improvements along a corridor or at a location that has already had a safety project funded, the applicant must ensure the combines CRF applied to the crashes by both projects is not greater than 80% (See the applications instructions relating to Crash Data for more detail).

For projects proposing high cost spot location projects/countermeasures, applicants must document that they have installed and monitored low-cost improvements which have not been adequately addressing the safety issue.

(limited to 5,000 characters)

The City has experienced many collisions along the Glenoaks Boulevard corridor. Several attempts have been made to address collision issues to improve this corridor's safety for both vehicles and pedestrians. In an attempt to lessen the collisions along Glenoaks Boulevard, the City installed delineator poles along high danger sections to restrict turning movements, as shown in the Photo section of the attachment. Additional safety measures include the installation of countdown pedestrian signal heads to help reduce motorist and pedestrian collisions at Maclay Avenue and Glenoaks Boulevard, one of the City's busiest intersections. As previously discussed, the City has been awarded HSIP funding in prior cycles to install additional countdown pedestrian signal heads

along this corridor to further improve safety for both motorists and pedestrians. Providing additional safety improvements through HSIP Cycle 7 will further reduce collisions along Glenoaks Boulevard. The City has identified this corridor as a high priority corridor for safety improvements. Students, children and youth adults travel along and traverse across Glenoaks Boulevard daily to commute to and from nearby schools and parks. Morningside Elementary School, Cesar Chavez Learning Center, Youth Policy Institute, Gridley Street Elementary School, Vaughn Next Century Learning Center, Pioneer Park and Recreation Park are all within walking distance to the Glenoaks Boulevard corridor. Installing the three countermeasures at Glenoaks Boulevard intersections will help to improve safety for both motorists and pedestrians traveling along and through this corridor.

5. Total project costs

Describe the process used to establish the total cost for the project. Confirm contingencies for reasonably expected costs, including drainage, environmental, traffic, etc, are included. All PE, CE and other project delivery costs must be included, even if federal funding will not be utilized in the phase of the project. For a large project where the HSIP funding is only a small portion of the overall project scope and costs, the total project cost must still be included in the application and its B/C ratio calculation.

(limited to 5,000 characters)

The project budget is based on itemized cost estimates prepared for each of the three countermeasures included in this application. The total construction cost is estimated to be \$1,095,400. The total cost for PS&E is estimated to be \$65,724. No right of way costs are required. Construction Engineering cost is estimated to be \$109,540 and is calculated at 10 percent of the construction budget. Construction contingency is estimated to cost \$109,540 and is calculated at 10 percent of the construction budget. This project's overall budget totals \$1,380,204.

The estimated costs for the countermeasure and other project expenses are based a combination of several sources including historic project data from previous City projects of similar types, USDOT ITS Cost Database, and ITE Traffic Safety Toolbox.

The City has staff that is experienced in processing federally funded projects and the regulations and requirements of this HSIP Cycle 7 funding source. The City is capable of processing this federally funded program and delivering this HSIP project in a timely manner.

Form Date: April 26, 2015

HSIP Cycle 7 Application Form

III. Project Cost Estimate [\(See Instructions\)](#)

All project costs must be accounted for on this form, even if substantial elements of the overall project are to be funded by other sources. **(For federal funds to be 100% reimbursable, all countermeasures selected must be 100% eligible)**

Do not enter in shaded fields (calculated - read only). Round all costs up to the nearest hundred dollars. Once all costs and the desired HSIP/Total ratios are entered, click "Check Cost Estimate" to perform validation. If errors are detected, they will appear below the button. Click it to check again each time when the costs have been revised.

Phase	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds	
Preliminary Engineering	Environmental	<input type="text"/>	(%) \$0	\$0	
	PS&E	\$65,800	100 (%)	\$65,800	\$0
	PE Subtotal	\$65,800		\$65,800	\$0
<input type="checkbox"/> Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).					
Right of Way	Right of Way Engineering	<input type="text"/>	(%) \$0	\$0	
	Appraisals, Acquisitions & Utilities	<input type="text"/>	(%) \$0	\$0	
	ROW Subtotal			\$0	\$0
Construction Engineering & Construction	Construction Engineering	\$109,600	100 (%)	\$109,600	\$0
	Construction	\$1,205,000	100 (%)	\$1,205,000	\$0
	CON Subtotal	\$1,314,600		\$1,314,600	\$0
Non - Infrastructure (NI)	NI Elements	<input type="text"/>	(%) \$0	\$0	
Total Cost		\$1,380,400	100 (%)	\$1,380,400	\$0

Click to Check Cost Estimate (See Notes in Instructions)

IV. Implementation Schedule (See Instructions)

The local agency is expected to deliver the project per Caltrans Local Assistance [safety program delivery requirements](#). In order for the milestones to be calculated correctly, all fields needs to be filled in. For steps that are not applicable, enter "0".

Target Date for the Project's Amendment into the FTIP:

01/01/2016

Time for agency to internally staff project and request PE authorization

2

Month(s)

Typical Time for Caltrans and FHWA to process and approve PE authorization

2

Month(s)

Proposed PE Authorization Date:

05/01/2016

(PE Authorization
Delivery Milestone)

Will external consultants be required to complete the PE phase of this project?

Yes

Additional time needed to the Delivery Process for hiring PE consultant(s)

4

Month(s) (0 - 6)

Time to prepare environmental studies request

1

Month(s)

Time to complete CEQA/NEPA studies/approvals

1

Month(s)

See PES Form in the LAPM for Typical studies and permits

Time to complete the Right of Way Acquisition (federal process)

0

Month(s)

Plan on 18 months minimum for federal process including a condemnation

Time to complete final PS&E documentation

5

Month(s)

Other

0

Month(s)

Expected Completion Date for the PE Phase:

03/31/2017

Time for agency to request CON authorization

3

Month(s)

Typical Time for Caltrans and FHWA to process and approve CON Auth

3

Month(s)

Proposed CON Authorization Date:

09/29/2017

(CON Authorization
Delivery Milestone)

Time included for the agency's workload-leveling or construction-window needs

1

Month(s)

Time to award contract with CON contractor (following the federal process, including Board/Council approval, advertise, award, execute and mobilize)

4

Month(s)

Time to complete construction

9

Month(s)

Time included for closing the CON contract

2

Month(s)

Other

0

Month(s)

Expected Completion Date for the CON Phase:

01/28/2019

Time to complete the project close-out process

3

Month(s)

Typical Time for Caltrans and FHWA to process and approve project close-out

3

Month(s)

Expected Completion Date for the project Close-Out:

07/29/2019

(Close-Out
Delivery Milestone)

Form Date: April 26, 2015

HSIP Cycle 7 Application Form

V. Countermeasures, Crash Data and Benefit/Cost Ratio [\(See Instructions\)](#)

In the process of completing this application, the Local Agency is required to utilize the Benefit/Cost Ratio Calculation Tool that is included in the Safe Transportation research and Education Center (SafeTREC) Transportation Injury Mapping System (TIMS) web site. This **web site** can be assessed at <http://tims.berkeley.edu/>

The final output summary page from TIMS must be included as part of the official application (both electronically and hard copy). The hard copy page must be included in the application as one of the attachments.

In order to facilitate the electronic collection and tracking of this data, Caltrans is requiring agencies to manually enter some of the key "input data" and "output data" used in their final TIMS B/C Ratio. **NOTE: If any of the values inputted on this sheet do not match the values from the TIMS B/C Ratio Output Summary sheet, THE APPLICATION WILL BE REJECTED. Be careful and confirm the numbers!**

TIMS Application ID: **07-San Fernando-1** (This ID is generated by this form.
TIMS Application ID must match this ID.)

Version (from TIMS) : **1** Crash Data Period: from **1/1/2008** to **12/31/2012**

Total Project Cost: **\$1,380,400** (This must match the total project cost in Section III.)

Countermeasure Information

Number of countermeasures utilized: **3**

Countermeasure

#1:	S6: Provide protected left turn phase (left turn lane already exists)	CRF:	30
#2:	S2: Improve signal hardware: lenses, back-plates, mounting, size, and number	CRF:	15
#3:	S12: Install raised median on approaches (S.I.)	CRF:	25
Combined CRF:			70

B/C Ratio Calculation

	Expected Benefit (Life)	Expected Cost	Resulting B/C
Countermeasure #1	\$3,969,000	\$552,082	7.19
Countermeasure #2	\$992,250	\$220,833	4.49
Countermeasure #3	\$3,307,500	\$607,290	5.45
Project's Total (Overall)	\$8,268,750	\$1,380,205	5.99

Application Data Checklist and Engineer's Stamp

SAN FERNANDO

This application checklist is to be used by the engineer in "responsible charge" of the preparation of this HSIP application to ensure all of the primary elements of the application are included and the application is free of errors in the calculation of the Benefit-to-Cost Ratio (B/C); allowing the application to be accurately ranked in the statewide selection process. Applications with errors in the supporting data for the B/C calculation will not be considered in the application process.

Special Considerations for Engineers before they Sign and Stamp this document attesting to the accuracy of the application:

Chapter 7; Article 3; Section 6735 of the Professional Engineer's Act of the State of California requires engineering calculation(s) or report(s) be either prepared by or under the responsible charge of a licensed civil engineer. Since the corresponding HSIP application defines the scope of work of a future civil construction project and requires complex engineering principles and calculations which are based on the best data available at the time of the application, the application must be signed and stamped by a licensed civil engineer. By signing and stamping this document, the engineer is attesting to this application's technical information and engineering data upon which local agency's recommendations, conclusions, and decisions are made. This action is governed by the Professional Engineer's Act and the corresponding Code of Professional Conduct, under Sections 6775 and 6735.

The following checklist is to be completed by the engineer in "responsible charge" based on the final application and application attachments – as submitted to Caltrans. The engineer's initials and stamp should not be placed until the application is complete and in final form.

1. Vicinity map /Location mapEngineer's Initials: SA

- a. The project limits must be clearly depicted in relationship to the overall agency boundary

2. Project layout-plan showing existing and proposed conditions must:Engineer's Initials: SA

- a. Be to a scale which allows the visual verification of the overall project limits and the "construction" limits of each safety countermeasure included in the application's B/C ratio
- b. Show the full scope of the proposed project, including any non-safety construction items
- c. Show the "Influence Area" for each safety countermeasure (CM) included in the application's B/C ratio
- d. Show all changes to existing lane and shoulder widths. Label the proposed widths
- e. Show limits of all roadway excavation/demolition
- f. Show agency's right of way (ROW) lines. (Also show Caltrans', Railroad, and all other government agencies)

3. Project cross-section showing existing and proposed conditions.Engineer's Initials: SA

(Only required for projects with roadway excavation, cut/fill slopes, and changes to lane widths)

- a. Show and dimension: changes, ROW lines, safety countermeasures, etc.

4. Countermeasure Selection (used throughout the application):Engineer's Initials: SA

- a. The CMs used are appropriate and reasonable based specifically on the guidance in the HSIP call-for-projects guidelines and application instructions, including Appendix B of the Local Roadway Safety Manual.

5. Crash Data used in the B/C calculations must be:Engineer's Initials: SA

- a. From a reliable and well documented source
- b. Within influence area of CM and applied to CMs using generally accepted traffic engineering principles
(Example: If the CM only addresses the northbound lanes of a divided roadway, then southbound crashes should be excluded.)
- c. Accurately shown in collision diagram(s) and collision lists(s) attached to this application.
- d. Crashes are presented in terms of the number of crashes (**not** the number of injuries and fatalities)
- e. The most recent crash data available and a minimum 5 years and maximum 10 years of data

6. Collision Diagram(s) (Shown separately or combined)Engineer's Initials: SA

- a. Should be to scale with crash locations accurately plotted
- b. Reveals collision pattern(s) necessary to justify CM(s)
- c. The influence area for each CM is shown separately on the diagrams (unless the areas are identical)
- d. All crashes, included in the B/C Calculation, must be clearly shown within the influence area of that CM
- e. Totals for each Location and/or CM are shown with crashes segregated based on Crash Severity
- f. The totals shown match the totals shown in the Collision List and Collision Summary

Form Date: 7/21/15

HSIP 7 Application Form

7. Collision List(s) (Shown separately or combined)**Engineer's Initials:** SA

- Totals for each Location and/or CM are shown with crashes segregated based on Crash Severity
- If the List(s) includes crashes that were not appropriate to include in the project B/C calculations, these crashes must be crossed through or removed and not included in the totals
- The totals shown match the totals shown in the Collision Diagram and Collision Summary
- Each crash is only counted as one, even if there were multiple victims and/or vehicles involved

8. Collision Summary (HSIP Form)**Engineer's Initials:** SA

- Totals for each Location/CM are shown with crashes segregated based on Crash Severity
- The totals for each Location/CM match the totals shown in the Collision Diagram and Collision List
- The totals for each CM at the bottom of the form match the totals in the TIMS B/C Output Summary

9. Detailed Engineer's Estimate (HSIP Form)**Engineer's Initials:** SA

- All likely construction costs associated with the project are identified and included in the estimate
- Each of the main project elements are broken out into separate construction items. The costs for each item are based on calculated quantities and appropriate corresponding unit costs
- Costs for each item are distributed between CMs using a logical method to fairly calculate each CM's cost
- Each CM included in the B/C calculation must represent a minimum of 15% of the construction costs
- "Other Safety" and "Non-Safety" construction items/costs are identified and properly accounted for
- The total construction cost in the estimate must match the "Construction" cost in Section III of the application

10. TIMS B/C output summary sheet**Engineer's Initials:** SA

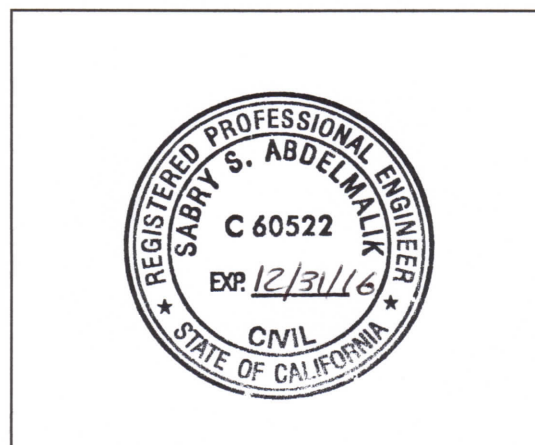
- CMs and crash data shown match the totals shown in the Collision Summary form
- The total project cost in the B/C calculation must match the total project cost in Section III of the application
- The combined CRF applied to any single set of crashes is less than or equal to 0.8
- The sheet attached to the application must be signed by the Engineer in Responsible Charge

11. Warrant studies/guidance (Check if not applicable)**Engineer's Initials:** _____☐ N/A

- Traffic Signal Warrants – Warrant 4, 5 or 7 met (CA MUTCD): Signal warrants must be documented as having been met based on the CA MUTCD.

12. Additional narration, documentation, letters of support:**Engineer's Initials:** SA

- The text in the "Narrative Questions" in the application is consistent with and supports the engineering logic and calculations used in the development of the application's B/C ratio
- When needed to clarify non-standard application of countermeasures, crashes and/or costs; appropriate documentation is attached to the application to document the engineering decisions and calculations

Licensed Engineer:Name: Sabry S. Abdelmalik, P.E.Title: Civil EngineerEngineer License Number C#60522Signature: Date: July 31, 2015Email: Sabry@ebaplanning.comPhone: 626 799-8011**Engineer's Stamp:**

Form Date: 7/21/15

HSIP Cycle 7 Application Form

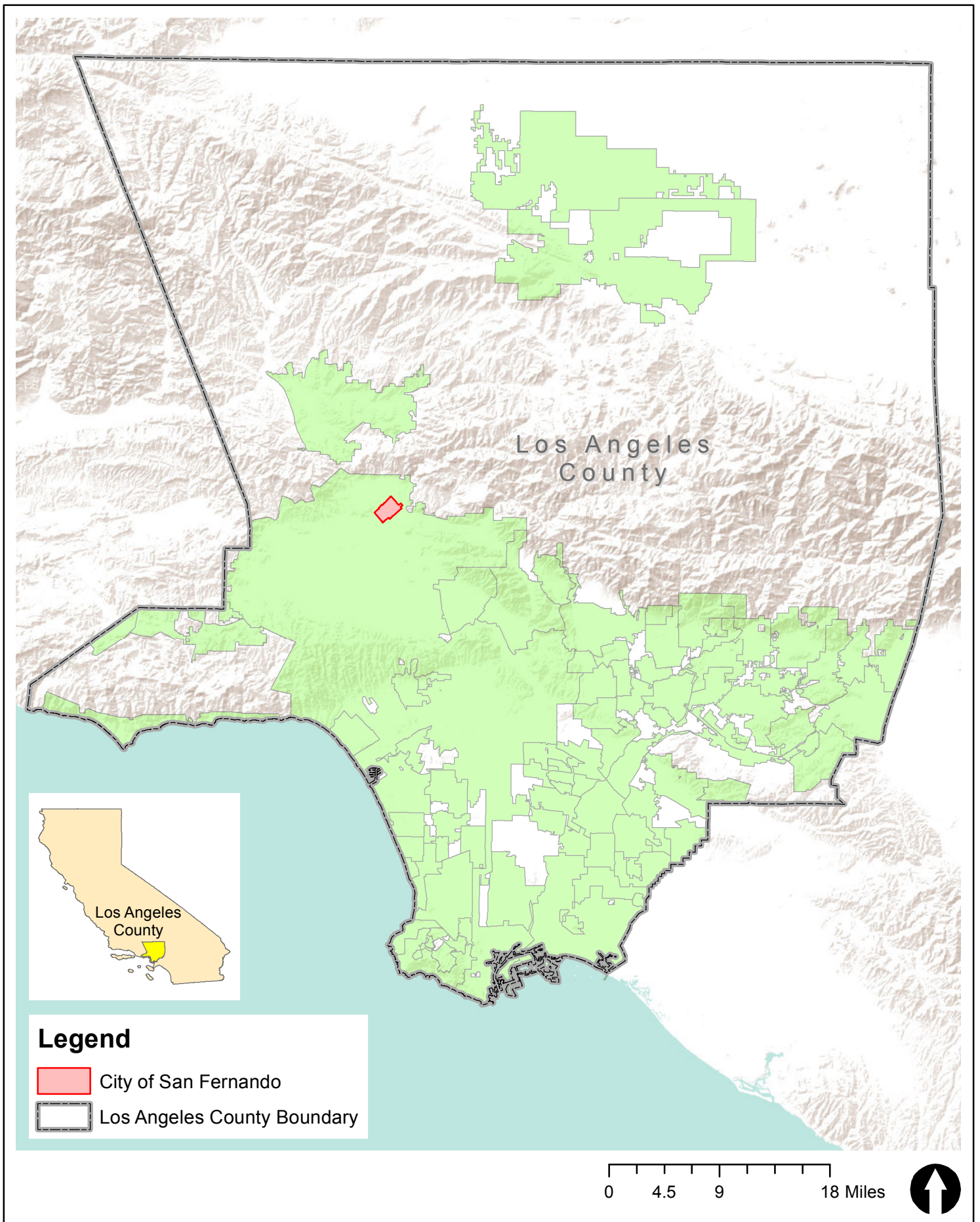
To ensure the application's quality and the agency's commitment to deliver the safety project in an expedited manner, the application must be signed by the Agency's Transportation/Traffic Engineering Manager.

By signing this application, the manager is attesting to:

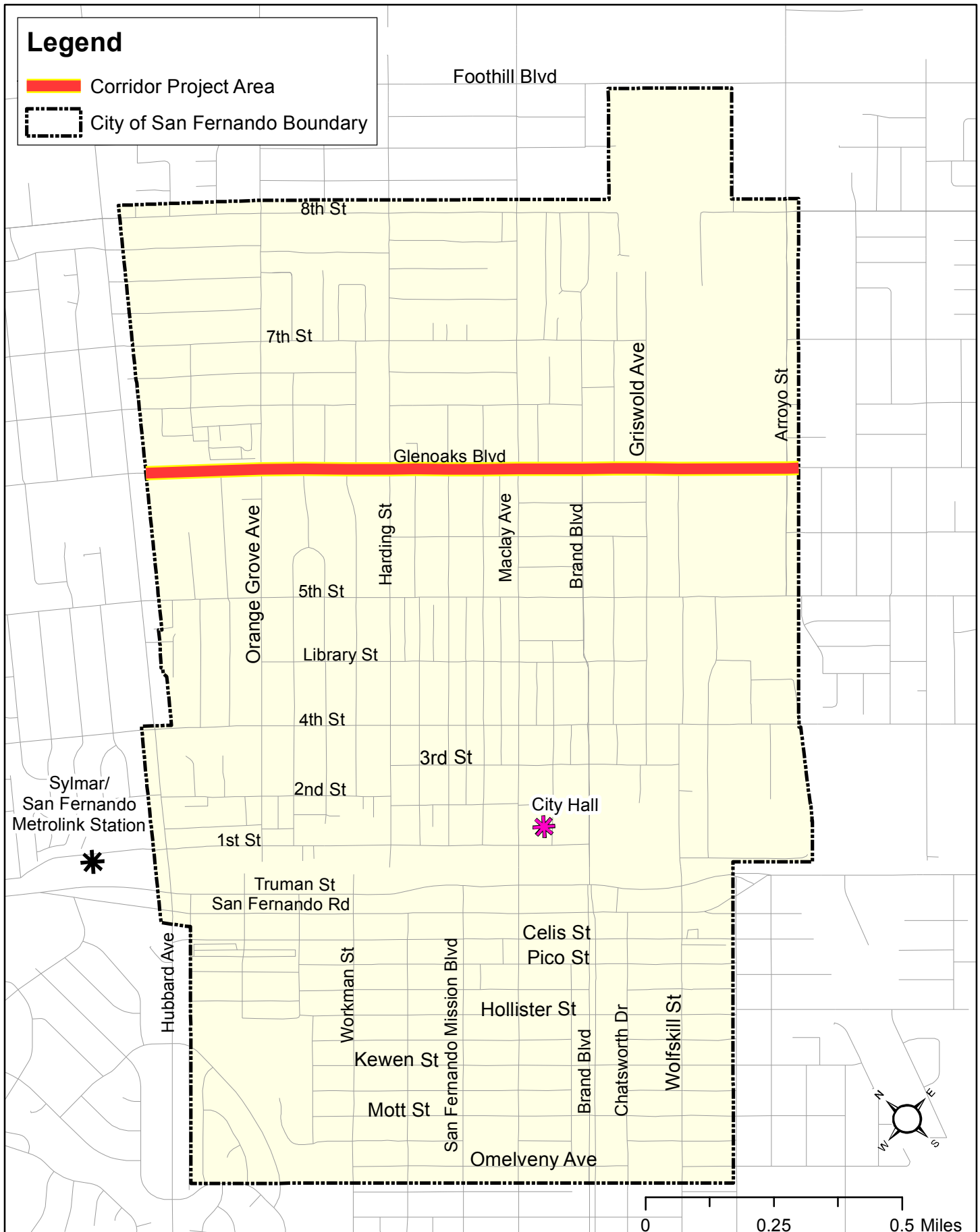
1. All data in the application is accurate and represents the total scope of the planned project;
2. The agency understands the Project Delivery Requirements for the HSIP Program and is prepared to deliver the project with these requirements; and
3. The agency understands if Caltrans staff determine that any of the above requirements are not met, or data is inaccurate, or the application fails to meet the program guidelines and application instructions, the application will be rejected and will not be eligible to receive federal safety funding. Due to time constraints in the evaluation process, applicants will not be notified until after the selection process is complete. Refer to Application Form Instructions for more information.

Transportation Manager:Name: Title: Signature: Date:

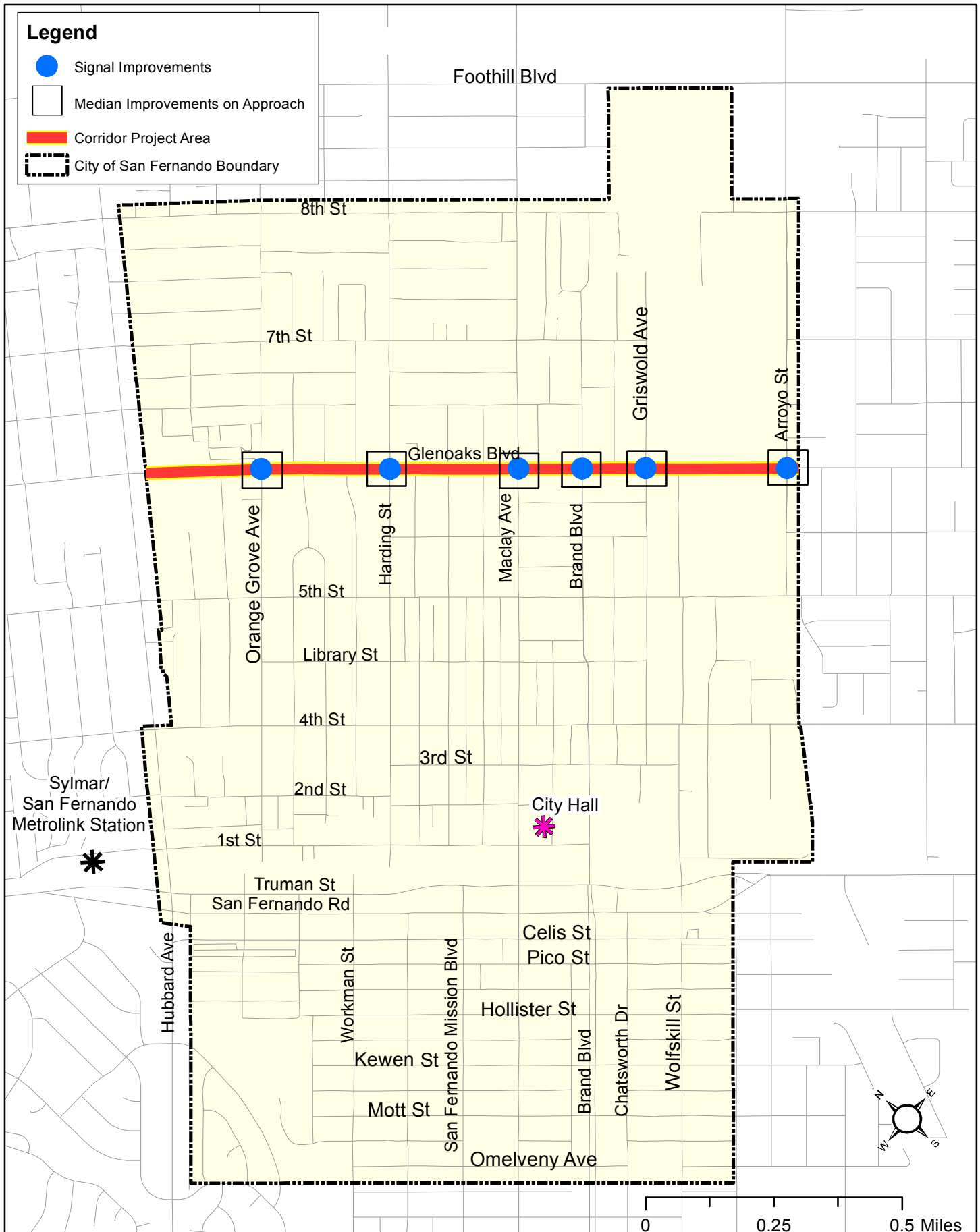
Location Map



City of San Fernando – Glenoaks Boulevard Project Area Map



City of San Fernando – Glenoaks Boulevard Improvements



City of San Fernando - Project Layout Plan – Glenoaks Blvd.

EXISTING



PROPOSED – Glenoaks Blvd./Orange Grove Ave. (median at approach)



0 100 200 400 Feet

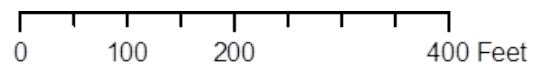


City of San Fernando - Project Layout Plan – Glenoaks Blvd.

EXISTING

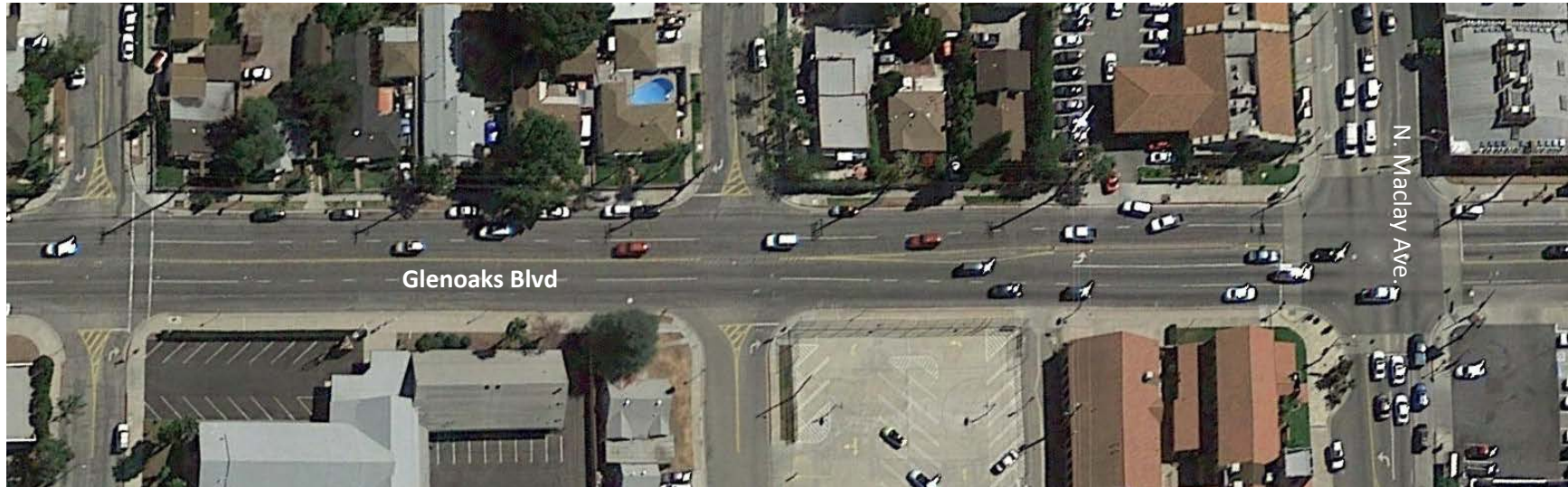


PROPOSED – Glenoaks Blvd./Harding Ave. (median at approach)



City of San Fernando - Project Layout Plan – Glenoaks Blvd.

EXISTING



PROPOSED – Glenoaks Blvd./N. MacLay Ave. (median at approach)



0 100 200 400 Feet



City of San Fernando - Project Layout Plan – Glenoaks Blvd.

EXISTING



PROPOSED – Glenoaks Blvd./N. Brand Ave. (median at approach)



0 100 200 400 Feet



City of San Fernando - Project Layout Plan – Glenoaks Blvd.

EXISTING



PROPOSED – Glenoaks Blvd./Griswold Ave. (median at approach)



0 100 200 400 Feet



City of San Fernando - Project Layout Plan – Glenoaks Blvd.

EXISTING



PROPOSED – Glenoaks Blvd./Arroyo St. (median at approach)



0 100 200 400 Feet



Photos of Existing Conditions

Looking North from Northbound Lane



Glenoaks Boulevard

Ineffective countermeasure (delineator posts) require monthly replacement. Several broadside incidences forced the City to restricting movements. Raised median barriers would help prevent broadside collisions.

Looking Northwest from Northbound Lane



Looking North from Southbound Lane



A close up of the delineator posts.

City of San Fernando
HSIP Application

East

Brand Boulevard

Brand Boulevard is a major school route for Morningside Elementary School.

Countermeasures include 12" LED Signals and reflective back plate.



North



Arroyo at Glenoaks Blvd

Many collisions occur on Arroyo at Glenoaks.

Signal masks, such as the one circled in the image on the left, may need to be replaced to handle the weight of 12" LED signal head units.

Currently, all of the intersections on Glenoaks have 8" signal heads, as shown on the right.

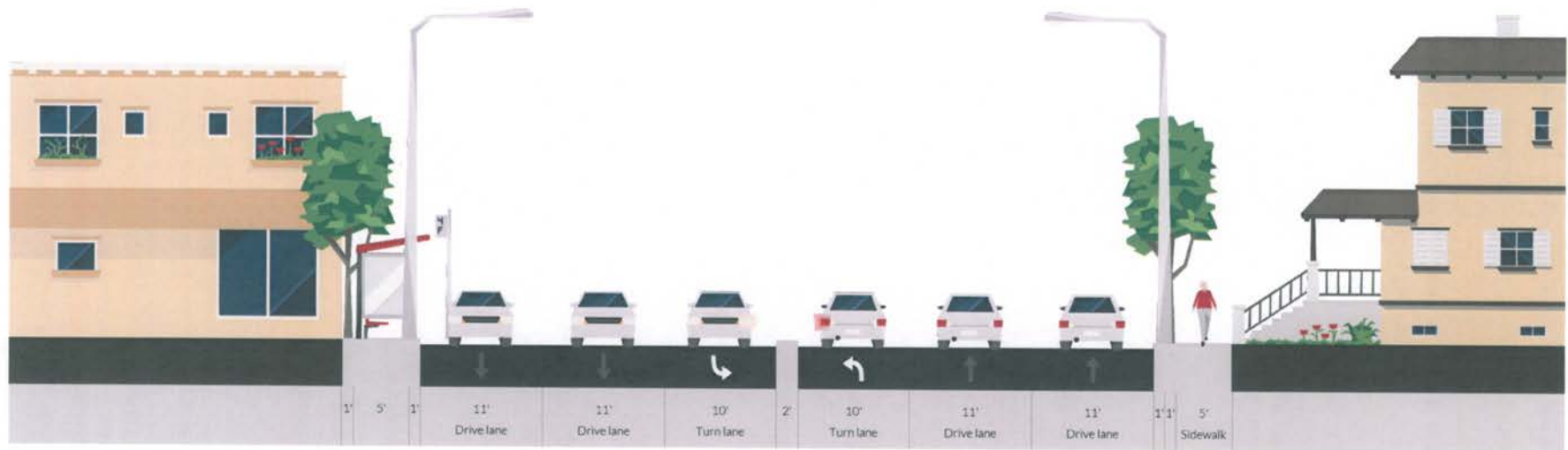


Close up of Current Signal

Direction of Camera

Project Cross-section

Glenoaks Boulevard



80'
Right-of-Way

Proposed

Glenoaks Boulevard Countermeasure 1 (S6)

Name: Provide protected left turn phase (left turn lane already exists)		Caltrans CM Number: S6
<p>Where to use: Signalized intersections (with existing left turn pockets) that currently have a permissive left-turn or no left-turn protection that have a high frequency of angle crashes involving left turning, opposing through vehicles, and non-motorized road users. A properly timed protected left-turn phase can also help reduce rear-end and sideswipe crashes between left-turning vehicles and the through vehicles as well as vehicles behind them. Protected left-turn phases are warranted based on such factors as turning volumes, delay, visibility, opposing vehicle speed, distance to travel through the intersection, presence of non-motorized road users, and safety experience of the intersections.</p> <p>* For Caltrans' statewide Calls-for-Projects: This CM only applies to crashes occurring on the approaches / influence area of the new left turn phases. This CM does <u>NOT</u> apply to converting a single-left into double-left turn (unless the single left is unprotected and the proposed double left will be protected).</p>		
<p>Why it works: Left turns are widely recognized as the highest-risk movements at signalized intersections. Providing Protected the left-turn phases (i.e., the provision for a specific phase for a turning movement) for signalized intersections with existing left turn pockets significantly improve the safety for left-turn maneuvers by removing the need for the drivers to navigate through gaps in oncoming/opposing through vehicles. Where left turn pockets are not protected, the pedestrian and bicyclist crossing phase often conflicts with these left turn maneuvers. Drivers focused on navigating the gaps of oncoming cars may not anticipate and/or perceive the non-motorized road users.</p>		
<p>General Qualities (Time, Cost, Effectiveness): If the existing traffic signal only requires a minor modification to allow for a protected left-turn phase, then the cost would also be low. The time to implement this countermeasure is short because there is no actual construction that has to take place. In-house signal maintainers can perform this operation once the proper signal phasing is determined so the cost is low. In addition, the countermeasure is tried and proven to be effective. Has the potential of being applied on a systemic/systematic approach.</p>		
	General Use	Values for Caltrans Statewide Programs (Calls-for-Projects)
Crash Types Addressed:	Rear-End, Sideswipe	ALL
Crash Reduction Factor:	16 - 99%	30% (with an expected life of 20 years)

Glenoaks Boulevard Countermeasure 2 (S2)

Name: Improve signal hardware: lenses, back-plates, mounting, size, and number		Caltrans CM Number: S2
<p>Where to use: Signalized intersections with a high frequency of right-angle and rear-end crashes occurring because drivers are unable to see traffic signals sufficiently in advance to safely negotiate the intersection being approached. Signal intersection improvements include new LED lighting, signal back plates, retro-reflective tape outlining the back plates, or visors to increase signal visibility, larger signal heads, relocation of the signal heads, or additional signal heads.</p> <p>* For Caltrans' statewide Calls-for-Projects: This CM only applies to crashes occurring on the approaches / influence area of the upgraded signals. Note: This CM does not apply to improvements like "battery backup systems", which do not provide better intersection/signal visibility or help drivers negotiate the intersection (unless applying past crashes that occurred when the signal lost power).</p>		
<p>Why it works: Providing better visibility of intersection signals aids the drivers' advance perception of the upcoming intersection. Visibility and clarity of the signal should be improved without creating additional confusion for drivers.</p>		
<p>General Qualities (Time, Cost, Effectiveness): Installation costs and time should be minimal as these type strategies are classified as low cost and implementation does not typically require the approval process normally associated with more complex projects. When considered at a single location, these low cost improvements are usually funded through local funding by local maintenance crews. However, these CMs can be effectively and efficiently implemented using a systematic approach with numerous locations, resulting in low to moderate cost projects that are more appropriate to seek state or federal funding.</p>		
	General Use	Values for Caltrans Statewide Programs (Calls-for-Projects)
Crash Types Addressed:	Rear-End, Angle	ALL
Crash Reduction Factor:	0 - 46%	15% (with an expected life of 10 years)

Glenoaks Boulevard Countermeasure 3 (S12)

Name: Install raised median on approaches (S.I.)		Caltrans CM Number: S12
<p>Where to use: Intersections noted as having turning movement crashes near the intersection as a result of insufficient access control. Application of this CM should be based on current crash data and a clearly defined need to restrict or accommodate the movement.</p> <p>* For Caltrans' statewide Calls-for-Projects: This CM only applies to crashes occurring on the approaches / influence area of the new raised median.</p>		
<p>Why it works: Raised medians next to left-turn lanes at intersections offer a cost-effective means for reducing crashes and improving operations at higher volume intersections. The raised medians prohibit left turns into and out of driveways that may be located too close to the functional area of the intersection.</p>		
<p>General Qualities (Time, Cost, Effectiveness): Raised medians at intersections may be most effective in retrofit situations where high volumes of turning vehicles have degraded operations and safety, and where more extensive CMs would be too expensive because of limited right-of-way and the constraints of the built environment. The result is these CMs can be very effective and can be considered on a systematic approach. Raised medians can often be installed directly over the existing pavement. When agencies opt to install landscaping in conjunction with new raised medians, the project design and construction costs can significantly increase due to excavation, backfill/top-soil, water-connection, irrigation, planting, maintenance needed for the landscaping. For HSIP applications, these costs must be accounted for in the B/C calculation, but these costs (over a simple hard-scape surface) must be tracked separately and are not federally reimbursable and will increase the agency's local-funding share for the project costs.</p>		
	General Use	Values for Caltrans Statewide Programs (Calls-for-Projects)
Crash Types Addressed:	Angle	ALL
Crash Reduction Factor:	21 -55 %	25% (with an expected life of 20 years)

Proposed Improvements & Equipment

SIGNAL IMPROVEMENTS

The City wishes to reduce traffic accidents by adding left turn phase signals, 12" signal heads, reflective back plates and doghouses where necessary.

Existing Conditions



Proposed Improvement: Left Turn Phasing Signals



The image above shows existing conditions of intersection hardware. Shown to the left and right are the proposed improvements, which will encompass the following: (1) incorporating left turn phasing and (2) replacing existing 8 inch signal heads with 12 inch signal heads with reflective borders in order to increase visibility of signals at night and protect drivers making left turns.

Proposed Improvement: 12" signal heads



Examples of Signal Improvements

**12" vs. 8"
signal heads**

Left Image

The image to the left shows a red 12" signal head in comparison to yellow and green 8" inch signal heads. Larger signal heads increase visibility.

Reflective Back PlatingRight Image

An example of reflective back plating at night. Without reflective back plating, signals are often lost in a sea of lights.



Permissive-protected signals (Doghouse)

Right Image

An example of permissive protected signals, or doghouses.

CENTER MEDIANS

The City wishes to increase safety by adding a center median along areas that will not interfere or remove existing lanes.

Existing Conditions



Shown to the left are the existing conditions of the road.

Proposed Improvement



Shown to the left is a rendering of proposed improvements, which depicts an added safety median, or island. PLEASE NOTE: Image rendering not to exact scale and will not interfere or remove lanes. Medians will end slightly before the intersection, so as not to remove left turn lanes.

Examples of Center Medians

Raised Median at Intersection approaches

Right Image

An example of a simple raised median approaching an intersection.

Case ID	Date	Day	Time	Primary RD	Secondary RD	Distance	Direction	Crash Type	Viol. Cat.	Involved W/	Severity	Killed	Injured	Ped Action	Party#	Party Type	Fault	Gender	Age	Direction	Movement
5476780	12/13/2011	Tue	1455	GLENOAKS BL	GRISWOLD AV	0		veh/ped	ped ROW	ped	severe	0	1	Xing in xwalk	1	Driver	Y	F	47	E	Proc Straight
															2	Driver	N	F	40	N	L-Turn
3699206	4/25/2008	Fri	1100	BRAND BL	GLENOAKS BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped	1	Driver	N	F	57	S	Proc Straight
															2	Driver	N	F	38	E	Proc Straight
3790844	6/19/2008	Thu	1330	GLENOAKS BL	HARDING AV	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped	1	Driver	Y	F	40	E	Proc Straight
															2	Driver	N	M	46	S	Proc Straight
3951132	10/4/2008	Sat	2000	GLENOAKS BL	NORTH MACLAY AV	0		broadside	Auto ROW	other motor vehicle	other visible	0	2	no ped	1	Driver	N	F	18	E	L-Turn
															2	Driver	N	M	66	W	Proc Straight
4042340	1/6/2009	Tue	1230	GLENOAKS BL	GRISWOLD AV	0		head on	traffic signals and signs	other motor vehicle	comp of pain	0	1	no ped	1	Driver	N	M	39	S	Proc Straight
															2	Driver	N	F	51	W	Proc Straight
4108622	2/17/2009	Tue	1041	GLENOAKS BL	NORTH BRAND BL	0		broadside	not stated	motor vehicle on other roadway	comp of pain	0	1	no ped	1	Driver	Y	M	24	S	Proc Straight
															2	Driver	N	M	32	E	Proc Straight
4387646	9/4/2009	Fri	905	GLENOAKS BL	ARROYO ST	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	23	N	L-Turn
															2	Driver	N	F	45	W	Proc Straight
4387650	9/1/2009	Tue	1252	GLENOAKS BL	BRAND BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped	1	Driver	Y	M	19	E	Proc Straight
															2	Driver	N	M	53	N	L-Turn
4399262	9/26/2009	Sat	1435	GLENOAKS BL	NORTH MACLAY AV	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	19	W	L-Turn
															2	Driver	N	F	24	S	Proc Straight
4580143	1/6/2010	Wed	800	GLENOAKS BL	ORANGE GROVE AV	0		head on	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	F	32	S	L-Turn
															2	Driver	N	M	24	E	Proc Straight
4660948	3/12/2010	Fri	1030	ARROYO AV	GLENOAKS BL	0		rear end	unsafe starting or backing	other motor vehicle	comp of pain	0	3	no ped	1	Driver	Y	M	24	S	Proc Straight
															2	Driver	N	F	36	S	L-Turn
4874638	9/7/2010	Tue	1205	GLENOAKS BL	ARROYO ST	0		rear end	unsafe speed	other motor vehicle	comp of pain	0	2	no ped	1	Driver	Y	F	40	E	Proc Straight
															2	Driver	N	F	50	E	Stopped
4909685	9/15/2010	Wed	1219	GLENOAKS BL	HARDING AV	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	34	E	L-Turn
															2	Driver	N	F	41	W	Proc Straight
4940894	10/11/2010	Mon	2200	GLENOAKS BL	NORTH BRAND BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped	1	Driver	Y	M	19	W	Proc Straight
															2	Driver	N	F	19	S	Proc Straight
4940906	10/15/2010	Fri	1010	GLENOAKS BL	GRISWOLD ST	0		broadside	Auto ROW	other motor vehicle	other visible	0	2	no ped	1	Driver	Y	M	43	E	L-Turn
															2	Driver	N	F	41	W	Proc Straight
5056565	1/3/2011	Mon	2031	GLENOAKS BL	HARDING AV	0		broadside	Auto ROW	other motor vehicle	other visible	0	1	no ped	1	Driver	Y	M	30	N	L-Turn
															2	Driver	N	F	50	W	Proc Straight
5076159	1/28/2011	Fri	1620	BRAND BL	GLENOAKS BL	0		veh/ped	ped ROW	ped	other visible	0	1	Xing in xwalk	1	Driver	Y	F	42	E	Stopped
															2	Ped	N	F	13	S	Proc Straight
5085966	2/24/2011	Thu	530	GLENOAKS BL	ARROYO AV	0		head on	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	61	E	L-Turn
															2	Driver	N	M	42	W	Proc Straight
5091179	2/5/2011	Sat	1123	GLENOAKS BL	NORTH BRAND BL	0		broadside	not stated	other motor vehicle	comp of pain	0	1	no ped	1	Driver	N	F	23	E	Proc Straight
															2	Driver	N	M	63	S	Proc Straight
5144176	4/10/2011	Sun	1115	GLENOAKS BL	ARROYO ST	80	W	rear end	following too close	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	56	E	Proc Straight
															2	Driver	N	M	49	E	Stopped
5255127	7/26/2011	Tue	1415	GLENOAKS BL	HARDING AV	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	F	20	E	Proc Straight
															2	Driver	N	F	29	S	Stopped
5335582	10/1/2011	Sat	1926	MACLAY AV	GLENOAKS BL	0		broadside	improper turning	other motor vehicle	other visible	0	2	no ped	1	Driver	Y	F	19	S	L-Turn
															2	Driver	N	F	72	E	Proc Straight
															3	Driver	N	M	59	E	Proc Straight
5400486	10/24/2011	Mon	1715	GLENOAKS BL	BRAND BL	0		veh/ped	ped ROW	ped	comp of pain	0	1	Xing in xwalk	1	Driver	Y	M	51	E	L-Turn
															2	Ped	N	M	12	N	Other
5427881	11/22/2011	Tue	1450	GLENOAKS BL	ARROYO AV	0		rear end	unsafe speed	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	F	48	W	Proc Straight
															2	Driver	N	M	61	W	Stopped
5428133	12/6/2011	Tue	2049	BRAND BL	GLENOAKS BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	3	no ped	1	Driver	Y	F	50	S	Proc Straight
															2	Driver	N	M	26	W	Proc Straight
5476776	12/14/2011	Wed	800	GLENOAKS BL	MACLAY AV	0		head on	Auto ROW	motor vehicle on other roadway	comp of pain	0	1	no ped	1	Driver	Y	M	60	S	L-Turn
															2	Driver	N	M	46	E	Proc Straight
5497475	1/22/2012	Sun	953	GLENOAKS B	BRAND BL	0		broadside	Auto ROW	motor vehicle on other roadway	other visible	0	1	no ped	1	Driver	Y	M	26	S	L-Turn
															2	Driver	N	M	41	E	Proc Straight
5883862	11/18/2012	Sun	1238	GLENOAKS BL	NORTH MACLAY AV	0		broadside	improper turning	other motor vehicle	other visible	0	2	no ped	1	Driver	Y	M	27	S	L-Turn
															2	Driver	N	M	37	E	Proc Straight
6074685	4/30/2012	Mon	730	MACLAY AV	GLENOAKS BL	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	59	S	L-Turn
															2	Driver	N	F	21	E	Proc Straight

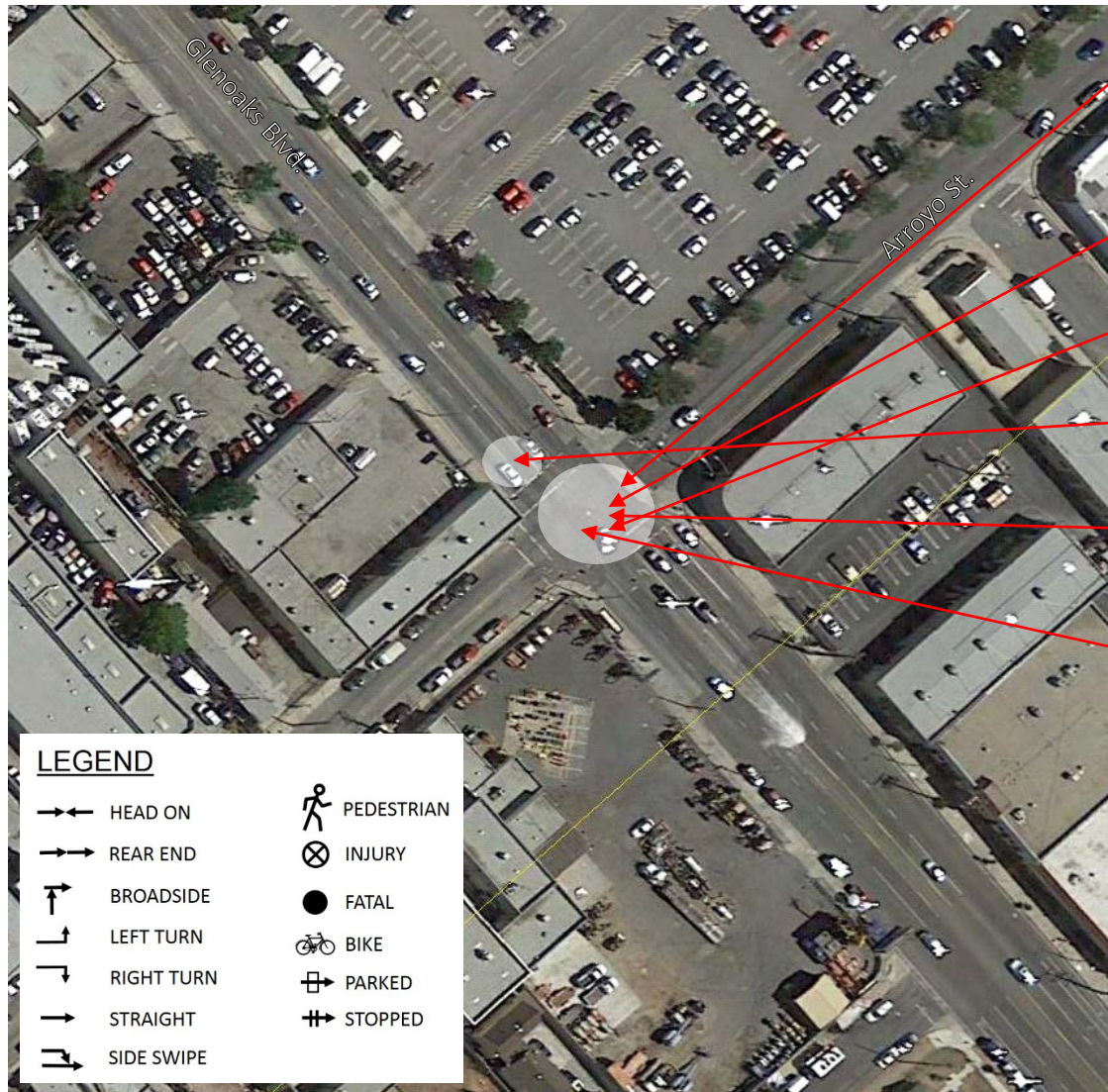
San Fernando Collisions HSIP 7 COUNTERMEASURES: S2, S6, S12

Case ID	Date	Day	Time	Primary RD	Secondary RD	Distance	Direction	Crash Type	Viol. Cat.	Involved W/	Severity	Killed	Injured	Ped Action	Party#	Party Type	Fault	Gender	Age	Direction	Movement
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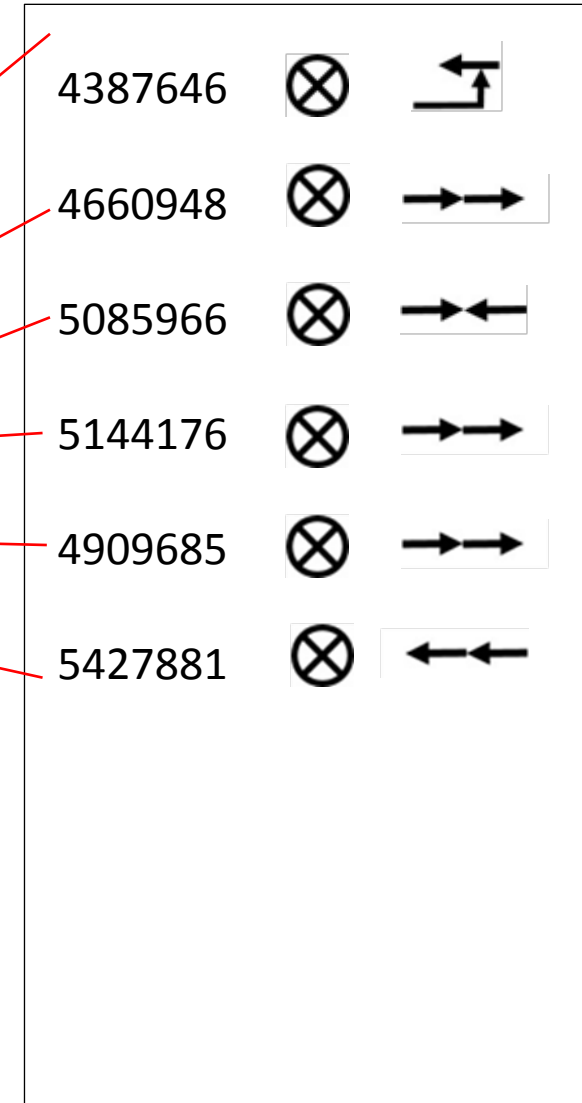
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Case ID	Year	Date	Day	Time	Primary RD	Secondary RD	Distance	Direction	Crash Type	Viol. Cat.	Involved W/	Severity	Parties	Killed	Injured	Ped Action
CASEID	YEAR	DATE	DAYWEEK	TIME	PRIMARYRD	SECONDRD	DISTANCE	DIRECT	CRASHTYP	VIOLCAT	INVOLVE	CRASHSEV	PARTIES	KILLED	INJURED	PED
3699206	2008	4/25/2008	5		1100 BRAND BL	GLENOAKS BL		0	broadside	traffic signals and sig	other motor \	complaint of	2	0		2 no ped
3790844	2008	6/19/2008	4		1330 GLENOAKS BL	HARDING AV		0	broadside	traffic signals and sig	other motor \	complaint of	2	0		2 no ped
3951132	2008	10/4/2008	6		2000 GLENOAKS BL	NORTH MACLAY AV		0	broadside	Auto ROW	other motor \	other visible	2	0		2 no ped
4108622	2009	2/17/2009	2		1041 GLENOAKS BL	NORTH BRAND BL		0	broadside	not stated	motor vehicle	complaint of	2	0		1 no ped
4387646	2009	9/4/2009	5		905 GLENOAKS BL	ARROYO ST		0	broadside	Auto ROW	other motor \	complaint of	2	0		1 no ped
4387650	2009	9/1/2009	2		1252 GLENOAKS BL	BRAND BL		0	broadside	traffic signals and sig	other motor \	complaint of	2	0		2 no ped
4399262	2009	9/26/2009	6		1435 GLENOAKS BL	NORTH MACLAY AV		0	broadside	Auto ROW	other motor \	complaint of	2	0		1 no ped
4909685	2010	9/15/2010	3		1219 GLENOAKS BL	HARDING AV		0	broadside	Auto ROW	other motor \	complaint of	2	0		1 no ped
4940894	2010	10/11/2010	1		2200 GLENOAKS BL	NORTH BRAND BL		0	broadside	traffic signals and sig	other motor \	complaint of	2	0		2 no ped
4940906	2010	10/15/2010	5		1010 GLENOAKS BL	GRISWOLD ST		0	broadside	Auto ROW	other motor \	other visible	2	0		2 no ped
5056565	2011	1/3/2011	1		2031 GLENOAKS BL	HARDING AV		0	broadside	Auto ROW	other motor \	other visible	2	0		1 no ped
5091179	2011	2/5/2011	6		1123 GLENOAKS BL	NORTH BRAND BL		0	broadside	not stated	other motor \	complaint of	2	0		1 no ped
5255127	2011	7/26/2011	2		1415 GLENOAKS BL	HARDING AV		0	broadside	traffic signals and sig	other motor \	complaint of	2	0		1 no ped
5335582	2011	10/1/2011	6		1926 MACLAY AV	GLENOAKS BL		0	broadside	improper turning	other motor \	other visible	3	0		2 no ped
5428133	2011	12/6/2011	2		2049 BRAND BL	GLENOAKS BL		0	broadside	traffic signals and sig	other motor \	complaint of	2	0		3 no ped
5471931	2011	12/27/2011	2		2110 GLENOAKS BL	NORTH BRAND BL		0	broadside	traffic signals and sig	other motor \	complaint of	2	0		1 no ped
5476788	2011	12/22/2011	4		2054 GLENOAKS BL	NORTH BRAND BL		0	broadside	traffic signals and sig	motor vehicle	complaint of	2	0		1 no ped
5497475	2012	1/22/2012	7		953 GLENOAKS B	BRAND BL		0	broadside	Auto ROW	motor vehicle	other visible	2	0		1 no ped
5625784	2012	5/12/2012	6		1519 BRAND BL	GLENOAKS BL		0	broadside	traffic signals and sig	motor vehicle	complaint of	2	0		1 no ped
5627092	2012	5/9/2012	3		808 GLENOAKS BL	HARDING AV		0	broadside	traffic signals and sig	motor vehicle	complaint of	2	0		2 no ped
5790084	2012	7/29/2012	7		1545 GLENOAKS BL	ORANGE GROVE AV		0	broadside	traffic signals and sig	motor vehicle	complaint of	2	0		1 no ped
5883862	2012	11/18/2012	7		1238 GLENOAKS BL	NORTH MACLAY AV		0	broadside	improper turning	other motor \	other visible	2	0		2 no ped
6074685	2012	4/30/2012	1		730 MACLAY AV	GLENOAKS BL		0	broadside	Auto ROW	other motor \	complaint of	2	0		1 no ped
4042340	2009	1/6/2009	2		1230 GLENOAKS BL	GRISWOLD AV		0	head on	traffic signals and sig	other motor \	complaint of	2	0		1 no ped
4580143	2010	1/6/2010	3		800 GLENOAKS BL	ORANGE GROVE AV		0	head on	Auto ROW	other motor \	complaint of	2	0		1 no ped
5085966	2011	2/24/2011	4		530 GLENOAKS BL	ARROYO AV		0	head on	Auto ROW	other motor \	complaint of	2	0		1 no ped
5476776	2011	12/14/2011	3		800 GLENOAKS BL	MACLAY AV		0	head on	Auto ROW	motor vehicle	complaint of	2	0		1 no ped
4660948	2010	3/12/2010	5		1030 ARROYO AV	GLENOAKS BL		0	rear end	unsafe starting or be	other motor \	complaint of	2	0		3 no ped
4874638	2010	9/7/2010	2		1205 GLENOAKS BL	ARROYO ST		0	rear end	unsafe speed	other motor \	complaint of	2	0		2 no ped
5144176	2011	4/10/2011	7		1115 GLENOAKS BL	ARROYO ST		80 W	rear end	following too close	other motor \	complaint of	2	0		1 no ped
5427881	2011	11/22/2011	2		1450 GLENOAKS BL	ARROYO AV		0	rear end	unsafe speed	other motor \	complaint of	2	0		1 no ped
5076159	2011	1/28/2011	5		1620 BRAND BL	GLENOAKS BL		0	veh/ped	ped ROW	ped	other visible	2	0		1 crossing in cr
5400486	2011	10/24/2011	1		1715 GLENOAKS BL	BRAND BL		0	veh/ped	ped ROW	ped	complaint of	2	0		1 crossing in cr
5476780	2011	12/13/2011	2		1455 GLENOAKS BL	GRISWOLD AV		0	veh/ped	ped ROW	ped	severe	2	0		1 crossing in cr

CASEID	POINT_X	POINT_Y	YEAR_	LOCATION	CHPTYPE	DAYWEEK	CRASHSEV	VIOLCAT	KILLED
3699206	-118.42893	34.2899361	2008	1961	0	5	4	12	0
3790844	-118.43325	34.294014	2008	1961	0	4	4	12	0
3951132	-118.43038	34.2913055	2008	1961	0	6	3	9	0
4042340	-118.42748	34.28857	2009	1961	0	2	4	12	0
4108622	-118.42892	34.28993	2009	1961	0	2	4 -		0
4387646	-118.42431	34.28558	2009	1961	0	5	4	9	0
4387650	-118.42892	34.28993	2009	1961	0	2	4	12	0
4399262	-118.43037	34.2913	2009	1961	0	6	4	9	0
4580143	-118.43615	34.2967449	2010	1961	0	3	4	9	0
4660948	-118.42432	34.2855849	2010	1961	0	5	4	21	0
4874638	-118.42432	34.2855849	2010	1961	0	2	4	3	0
4909685	-118.43325	34.2940149	2010	1961	0	3	4	9	0
4940894	-118.42893	34.2899349	2010	1961	0	1	4	12	0
4940906	-118.42749	34.2885749	2010	1961	0	5	3	9	0
5056565	-118.43324	34.29401	2011	1961	0	1	3	9	0
5076159	-118.42892	34.28993	2011	1961	0	5	3	10	0
5085966	-118.42431	34.28558	2011	1961	0	4	4	9	0
5091179	-118.42892	34.28993	2011	1961	0	6	4 -		0
5144176	-118.4245	34.2857496	2011	1961	0	7	4	4	0
5255127	-118.43324	34.29401	2011	1961	0	2	4	12	0
5335582	-118.43037	34.2913	2011	1961	0	6	3	8	0
5400486	-118.42892	34.28993	2011	1961	0	1	4	10	0
5427881	-118.42431	34.28558	2011	1961	0	2	4	3	0
5428133	-118.42892	34.28993	2011	1961	0	2	4	12	0
5476776	-118.43037	34.2913	2011	1961	0	3	4	9	0
5476780	-118.42748	34.28857	2011	1961	0	2	2	10	0
5497475	-118.42892	34.28993	2012	1961	0	7	3	9	0
5883862	-118.43037	34.2913	2012	1961	0	7	3	8	0
6074685	-118.43037	34.2913	2012	1961	0	1	4	9	0

City of San Fernando – Glenoaks Blvd. / Arroyo St.



Intersection Collision Diagram



0 150 300 600 Feet



City of San Fernando – Glenoaks Ave. / Griswold Ave.**Intersection Collision Diagram**

4042340



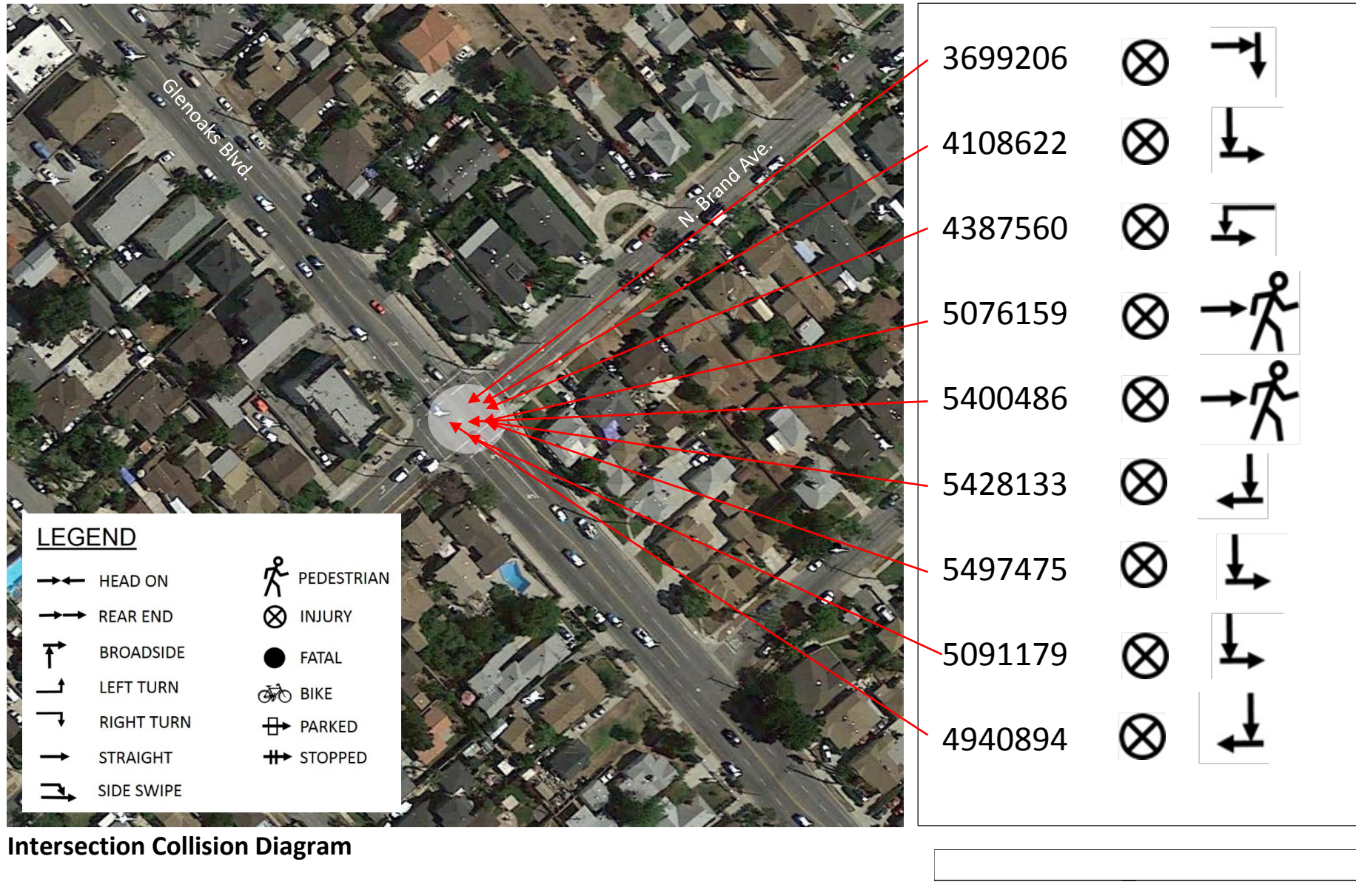
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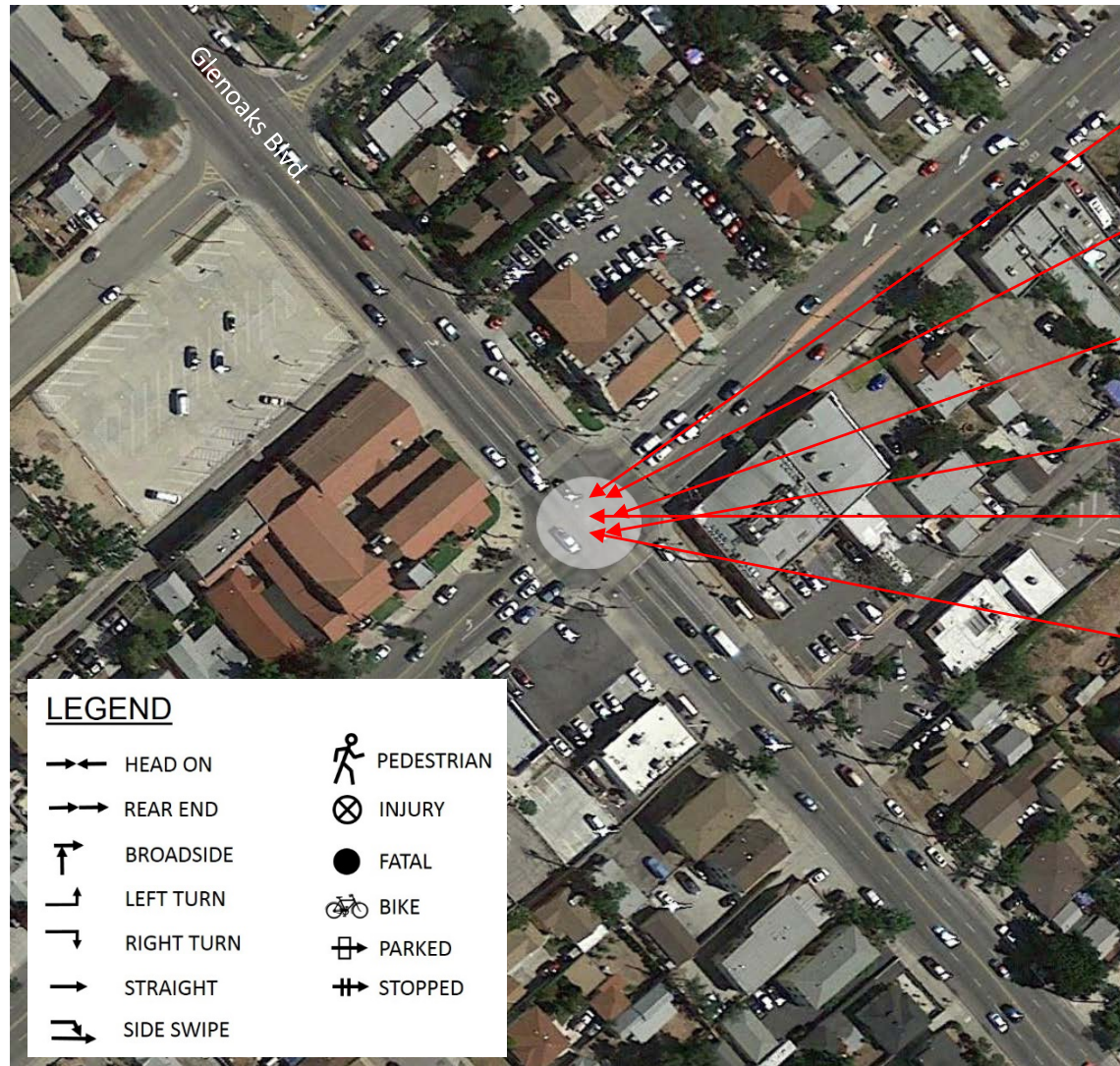


5476780



City of San Fernando – Glenoaks Blvd. / N. Brand Ave.



City of San Fernando – Glenoaks Blvd. / N. Maclay Ave.**Intersection Collision Diagram**

3951132



4399262



5335582



5476776



5883862



6074685



City of San Fernando – Glen Oaks Blvd. / Harding Ave.**Intersection Collision Diagram**

City of San Fernando – Glen Oaks Blvd. / Orange Grove Ave



Intersection Collision Diagram

4580143



Case ID	Date	Day	Time	Primary RD	Secondary RD	Distance	Direction	Crash Type	Viol. Cat.	Involved W/	Severity	Killed	Injured	Ped Action	Party#	Party Type	Fault	Gender	Age	Direction	Movement
5476780	12/13/2011	Tue	1455	GLENOAKS BL	GRISWOLD AV	0		veh/ped	ped ROW	ped	severe	0	1	Xing in xwalk	1	Driver	Y	F	47	E	Proc Straight
															2	Driver	N	F	40	N	L-Turn
3699206	4/25/2008	Fri	1100	BRAND BL	GLENOAKS BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped	1	Driver	N	F	57	S	Proc Straight
															2	Driver	N	F	38	E	Proc Straight
3790844	6/19/2008	Thu	1330	GLENOAKS BL	HARDING AV	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped	1	Driver	Y	F	40	E	Proc Straight
															2	Driver	N	M	46	S	Proc Straight
3951132	10/4/2008	Sat	2000	GLENOAKS BL	NORTH MACLAY AV	0		broadside	Auto ROW	other motor vehicle	other visible	0	2	no ped	1	Driver	N	F	18	E	L-Turn
															2	Driver	N	M	66	W	Proc Straight
4042340	1/6/2009	Tue	1230	GLENOAKS BL	GRISWOLD AV	0		head on	traffic signals and signs	other motor vehicle	comp of pain	0	1	no ped	1	Driver	N	M	39	S	Proc Straight
															2	Driver	N	F	51	W	Proc Straight
4108622	2/17/2009	Tue	1041	GLENOAKS BL	NORTH BRAND BL	0		broadside	not stated	motor vehicle on other roadway	comp of pain	0	1	no ped	1	Driver	Y	M	24	S	Proc Straight
															2	Driver	N	M	32	E	Proc Straight
4387646	9/4/2009	Fri	905	GLENOAKS BL	ARROYO ST	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	23	N	L-Turn
															2	Driver	N	F	45	W	Proc Straight
4387650	9/1/2009	Tue	1252	GLENOAKS BL	BRAND BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped	1	Driver	Y	M	19	E	Proc Straight
															2	Driver	N	M	53	N	L-Turn
4399262	9/26/2009	Sat	1435	GLENOAKS BL	NORTH MACLAY AV	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	19	W	L-Turn
															2	Driver	N	F	24	S	Proc Straight
4580143	1/6/2010	Wed	800	GLENOAKS BL	ORANGE GROVE AV	0		head on	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	F	32	S	L-Turn
															2	Driver	N	M	24	E	Proc Straight
4660948	3/12/2010	Fri	1030	ARROYO AV	GLENOAKS BL	0		rear end	unsafe starting or backing	other motor vehicle	comp of pain	0	3	no ped	1	Driver	Y	M	24	S	Proc Straight
															2	Driver	N	F	36	S	L-Turn
4874638	9/7/2010	Tue	1205	GLENOAKS BL	ARROYO ST	0		rear end	unsafe speed	other motor vehicle	comp of pain	0	2	no ped	1	Driver	Y	F	40	E	Proc Straight
															2	Driver	N	F	50	E	Stopped
4909685	9/15/2010	Wed	1219	GLENOAKS BL	HARDING AV	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	34	E	L-Turn
															2	Driver	N	F	41	W	Proc Straight
4940894	10/11/2010	Mon	2200	GLENOAKS BL	NORTH BRAND BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped	1	Driver	Y	M	19	W	Proc Straight
															2	Driver	N	F	19	S	Proc Straight
4940906	10/15/2010	Fri	1010	GLENOAKS BL	GRISWOLD ST	0		broadside	Auto ROW	other motor vehicle	other visible	0	2	no ped	1	Driver	Y	M	43	E	L-Turn
															2	Driver	N	F	41	W	Proc Straight
5056565	1/3/2011	Mon	2031	GLENOAKS BL	HARDING AV	0		broadside	Auto ROW	other motor vehicle	other visible	0	1	no ped	1	Driver	Y	M	30	N	L-Turn
															2	Driver	N	F	50	W	Proc Straight
5076159	1/28/2011	Fri	1620	BRAND BL	GLENOAKS BL	0		veh/ped	ped ROW	ped	other visible	0	1	Xing in xwalk	1	Driver	Y	F	42	E	Stopped
															2	Ped	N	F	13	S	Proc Straight
5085966	2/24/2011	Thu	530	GLENOAKS BL	ARROYO AV	0		head on	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	61	E	L-Turn
															2	Driver	N	M	42	W	Proc Straight
5091179	2/5/2011	Sat	1123	GLENOAKS BL	NORTH BRAND BL	0		broadside	not stated	other motor vehicle	comp of pain	0	1	no ped	1	Driver	N	F	23	E	Proc Straight
															2	Driver	N	M	63	S	Proc Straight
5144176	4/10/2011	Sun	1115	GLENOAKS BL	ARROYO ST	80	W	rear end	following too close	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	56	E	Proc Straight
															2	Driver	N	M	49	E	Stopped
5255127	7/26/2011	Tue	1415	GLENOAKS BL	HARDING AV	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	F	20	E	Proc Straight
															2	Driver	N	F	29	S	Stopped
5335582	10/1/2011	Sat	1926	MACLAY AV	GLENOAKS BL	0		broadside	improper turning	other motor vehicle	other visible	0	2	no ped	1	Driver	Y	F	19	S	L-Turn
															2	Driver	N	F	72	E	Proc Straight
															3	Driver	N	M	59	E	Proc Straight
5400486	10/24/2011	Mon	1715	GLENOAKS BL	BRAND BL	0		veh/ped	ped ROW	ped	comp of pain	0	1	Xing in xwalk	1	Driver	Y	M	51	E	L-Turn
															2	Ped	N	M	12	N	Other
5427881	11/22/2011	Tue	1450	GLENOAKS BL	ARROYO AV	0		rear end	unsafe speed	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	F	48	W	Proc Straight
															2	Driver	N	M	61	W	Stopped
5428133	12/6/2011	Tue	2049	BRAND BL	GLENOAKS BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	3	no ped	1	Driver	Y	F	50	S	Proc Straight
															2	Driver	N	M	26	W	Proc Straight
5476776	12/14/2011	Wed	800	GLENOAKS BL	MACLAY AV	0		head on	Auto ROW	motor vehicle on other roadway	comp of pain	0	1	no ped	1	Driver	Y	M	60	S	L-Turn
															2	Driver	N	M	46	E	Proc Straight
5497475	1/22/2012	Sun	953	GLENOAKS B	BRAND BL	0		broadside	Auto ROW	motor vehicle on other roadway	other visible	0	1	no ped	1	Driver	Y	M	26	S	L-Turn
															2	Driver	N	M	41	E	Proc Straight
5883862	11/18/2012	Sun	1238	GLENOAKS BL	NORTH MACLAY AV	0		broadside	improper turning	other motor vehicle	other visible	0	2	no ped	1	Driver	Y	M	27	S	L-Turn
															2	Driver	N	M	37	E	Proc Straight
6074685	4/30/2012	Mon	730	MACLAY AV	GLENOAKS BL	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped	1	Driver	Y	M	59	S	L-Turn
															2	Driver	N	F	21	E	Proc Straight

San Fernando Collisions HSIP 7 COUNTERMEASURES: S2, S6, S12

Case ID	Date	Day	Time	Primary RD	Secondary RD	Distance	Direction	Crash Type	Viol. Cat.	Involved W/	Severity	Killed	Injured	Ped Action	Party#	Party Type	Fault	Gender	Age	Direction	Movement
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San Fernando Collisions

HSIP 7

COLLISION LIST BY CRASH TYPE

Case ID	Date	Day	Time	Primary RD	Secondary RD	Distance	Direction	Crash Type	Viol. Cat.	Involved W/	Severity	Killed	Injured	Ped Action
BROADSIDE														
3699206	4/25/2008	Fri	1100	BRAND BL	GLENOAKS BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped
3790844	6/19/2008	Thu	1330	GLENOAKS BL	HARDING AV	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped
3951132	10/4/2008	Sat	2000	GLENOAKS BL	NORTH MACLAY AV	0		broadside	Auto ROW	other motor vehicle	other visible	0	2	no ped
4108622	2/17/2009	Tue	1041	GLENOAKS BL	NORTH BRAND BL	0		broadside	not stated	motor vehicle on other roadway	comp of pain	0	1	no ped
4387646	9/4/2009	Fri	905	GLENOAKS BL	ARROYO ST	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped
4387650	9/1/2009	Tue	1252	GLENOAKS BL	BRAND BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped
4399262	9/26/2009	Sat	1435	GLENOAKS BL	NORTH MACLAY AV	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped
4909685	9/15/2010	Wed	1219	GLENOAKS BL	HARDING AV	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped
4940894	10/11/2010	Mon	2200	GLENOAKS BL	NORTH BRAND BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	2	no ped
4940906	10/15/2010	Fri	1010	GLENOAKS BL	GRISWOLD ST	0		broadside	Auto ROW	other motor vehicle	other visible	0	2	no ped
5056565	1/3/2011	Mon	2031	GLENOAKS BL	HARDING AV	0		broadside	Auto ROW	other motor vehicle	other visible	0	1	no ped
5091179	2/5/2011	Sat	1123	GLENOAKS BL	NORTH BRAND BL	0		broadside	not stated	other motor vehicle	comp of pain	0	1	no ped
5255127	7/26/2011	Tue	1415	GLENOAKS BL	HARDING AV	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	1	no ped
5335582	10/1/2011	Sat	1926	MACLAY AV	GLENOAKS BL	0		broadside	improper turning	other motor vehicle	other visible	0	2	no ped
5428133	12/6/2011	Tue	2049	BRAND BL	GLENOAKS BL	0		broadside	traffic signals and signs	other motor vehicle	comp of pain	0	3	no ped
5497475	1/22/2012	Sun	953	GLENOAKS B	BRAND BL	0		broadside	Auto ROW	motor vehicle on other roadway	other visible	0	1	no ped
5883862	11/18/2012	Sun	1238	GLENOAKS BL	NORTH MACLAY AV	0		broadside	improper turning	other motor vehicle	other visible	0	2	no ped
6074685	4/30/2012	Mon	730	MACLAY AV	GLENOAKS BL	0		broadside	Auto ROW	other motor vehicle	comp of pain	0	1	no ped

TOTAL 18

HEAD-ON

4042340	1/6/2009	Tue	1230	GLENOAKS BL	GRISWOLD AV	0		head on	traffic signals and signs	other motor vehicle	comp of pain	0	1	no ped
4580143	1/6/2010	Wed	800	GLENOAKS BL	ORANGE GROVE AV	0		head on	Auto ROW	other motor vehicle	comp of pain	0	1	no ped
5085966	2/24/2011	Thu	530	GLENOAKS BL	ARROYO AV	0		head on	Auto ROW	other motor vehicle	comp of pain	0	1	no ped
5476776	12/14/2011	Wed	800	GLENOAKS BL	MACLAY AV	0		head on	Auto ROW	motor vehicle on other roadway	comp of pain	0	1	no ped

TOTAL 4

REAR-END

4660948	3/12/2010	Fri	1030	ARROYO AV	GLENOAKS BL	0		rear end	unsafe starting or backing	other motor vehicle	comp of pain	0	3	no ped
4874638	9/7/2010	Tue	1205	GLENOAKS BL	ARROYO ST	0		rear end	unsafe speed	other motor vehicle	comp of pain	0	2	no ped
5144176	4/10/2011	Sun	1115	GLENOAKS BL	ARROYO ST	80	W	rear end	following too close	other motor vehicle	comp of pain	0	1	no ped
5427881	11/22/2011	Tue	1450	GLENOAKS BL	ARROYO AV	0		rear end	unsafe speed	other motor vehicle	comp of pain	0	1	no ped

TOTAL 4

VEHICLE/PEDESTRIAN

5476780	12/13/2011	Tue	1455	GLENOAKS BL	GRISWOLD AV	0		veh/ped	ped ROW	ped	severe	0	1	Xing in xwalk
5076159	1/28/2011	Fri	1620	BRAND BL	GLENOAKS BL	0		veh/ped	ped ROW	ped	other visible	0	1	Xing in xwalk
5400486	10/24/2011	Mon	1715	GLENOAKS BL	BRAND BL	0		veh/ped	ped ROW	ped	comp of pain	0	1	Xing in xwalk

TOTAL 3

HSIP CYCLE 7 CRASH DATA SUMMARY SHEET

Important: Read the Instructions in the other sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

Agency:	San Fernando	Application ID:	07-San Fernando-1		Prepared by:	Amy Davis				Date:	31-Jul-15								
LOCATION * (Intersection Name or Corridor Limit)		Countermeasure #1				CM Number		Countermeasure #2				CM Number		Countermeasure #3				CM Number	
						S6						S2						S12	
		Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total
1	Glen Oaks Boulevard		1	7	21		29		1	7	21		29		1	7	21		29
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
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16																			
17																			
18																			
19																			
20																			
21																			
22																			
23																			
24																			
25																			
Countermeasure Total**			1	7	21		29		1	7	21		29		1	7	21		29

* Crash Total for each Location must match the total shown on the Crash Diagrams and Crash Tables

** Crash Totals for each Countermeasure must match the Total Inputted shown into the TMS B/C Calculator and B/C Summary Sheet

Detailed Engineer's Estimate and Cost Breakdown by Countermeasure																	
For Construction Items Only																	
Important: Read the Instructions in the other spreadsheet(tab) before entering data. Do not enter in shaded fields (with formulas).																	
Agency:	SAN FERNANDO			Application ID:	07-San Fernando-1	Prepared by:	Sabry Abdelmalik, P.E.			Date:	7/28/2015						
Project Description:	Installation of signal hardware (12" LED lenses, reflective backplates), left turn phasing at existing left turns (signal and mast arm), and raised safety medians (intersection approaches).																
Project Location:	Glenoaks Boulevard from city limit to city limit, in the City of San Fernando																
Engineer's Estimate (for Construction Items Only)						Cost Breakdown											
						Safety-Related Costs										Non Safety-Related Costs	
						Countermeasure #1		Countermeasure #2		Countermeasure #3		Other Safety-Related					
Item No.	Item Description	Quantity	Units	Unit Cost	Total	%	\$	%	\$	%	\$	%	\$	%	\$		
1	Installation and Inspection	1	LS	\$ 15,000	\$15,000	75	\$11,250	25	\$3,750								
2	Traffic Control Measures	1	LS	\$ 10,000	\$10,000	30	\$3,000	50	\$5,000	20	\$2,000						
3	Conduit and Utility Installation	1	LS	\$ 35,000	\$35,000	50	\$17,500	50	\$17,500								
4	Mobilization - Demobilization	1	LS	\$ 9,000	\$9,000	20	\$1,800	50	\$4,500	30	\$2,700						
5	Best Management Practices	1	LS	\$ 3,000	\$3,000	30	\$900	50	\$1,500	20	\$600						
6	Modification of Traffic Signal for LT Phase	10	EA	\$ 50,000	\$500,000	80	\$400,000	20	\$100,000								
7	Lane Restripe Pavement Legend	1	LS	\$ 15,000	\$15,000					100	\$15,000						
8	Construct and Install Medians at Approaches	2000	LF	\$ 200	\$400,000					100	\$400,000						
9	AC Excavation and Roadway Repair at Medians	2000	LF	\$ 30	\$60,000					100	\$60,000						
10	Traffic Signs Mounted on Mast Arm	10	EA	\$ 100	\$1,000	100	\$1,000										
11	12" LED Lense Replacement and Retrofit	38	EA	\$ 300	\$11,400			100	\$11,400								
12	Reflective Backplate Replacement (Mast Arm Only)	24	EA	\$ 1,500	\$36,000			100	\$36,000								
13														100			
14														100			
15														100			
16														100			
17														100			
18														100			
19														100			
20														100			
21														100			
22														100			
23														100			
24														100			
25														100			
26														100			
27														100			
28														100			
29														100			
30														100			
Sub Total of Construction Items:					\$1,095,400		\$435,450		\$179,650		\$480,300						
% of "Construction Items only" Cost per Countermeasure (Yellow fields - To be entered in TMS B/C Calculator)						40%	CM #1	16%	CM #2	44%	CM #3		Other Safety		Non Safety		
Construction Item Contingencies (% of Con Items): Enter in the cell to the right					10%	109,540											
Total (Construction Items & Contingencies):					1,205,000	(Rounded up to the nearest hundreds)											
Maximum "HSIP/Total" percentage allowed for Construction					90%												
Maximum "HSIP/Total" percentage allowed for Construction (Use only when <u>all</u> countermeasures are 100% federally eligible)					100%												

City of San Fernando
HSIP7 Cost Estimate

SAN FERNANDO INTERSECTION IMPROVEMENTS - COLLISION REDUCTION PROJECT					
#	Item	Est Qty	Unit	Unit Amt	Total
1	Installation and Inspection	1	LS	\$ 15,000	\$ 15,000
2	Traffic Control Measures	1	LS	\$ 10,000	\$ 10,000
3	Conduit and Utility Installation	1	LS	\$ 35,000	\$ 35,000
4	Mobilization - Demobilization	1	LS	\$ 9,000	\$ 9,000
5	Best Management Practices	1	LS	\$ 3,000	\$ 3,000
6	Modification of Traffic Signal for LT Phase	10	EA	\$ 50,000	\$ 500,000
7	Lane Restripe Pavement Legend	1	LS	\$ 15,000	\$ 15,000
8	Construct and Install Medians at Approaches	2000	LF	\$ 200	\$ 400,000
9	AC Excavation and Roadway Repair at Medians	2000	LF	\$ 30	\$ 60,000
10	Traffic Signs Mounted on Mast Arm	10	EA	\$ 100	\$ 1,000
11	12" LED Lense Replacement and Retrofit	38	EA	\$ 300	\$ 11,400
12	Reflective Backplate Replacement (Mast Arm Only)	24	EA	\$ 1,500	\$ 36,000
13	Sub-total (Construction)				\$ 1,095,400
14	Contingency (10% of Construction)				\$ 109,540
15	Preliminary Design Engineering and Environmental Clearance (6% of Construction)				\$ 65,724
16	Construction Engineering (10% of Construction)				\$ 109,540
17				TOTAL (PE, Construction, CE)	\$ 1,380,204

Benefit / Cost Calculation Result**1. Project Information**

Application ID San Fernando S2 Ver1 Agency San Fernando
 MPO/RTPA Southern California Association Of Governments

Version 1

2. Countermeasures and Crash Data

Crash Data Time Period 01/01/2008 to 12/31/2012 Years 5

- Provide protected left turn phase (left turn lane already exists)

CM Number	Project Type	Crash Type	CRF	Life			
S6	Signal Mod.	All	30	20			
Crash Type	Fatality (Death)	Severe Injury	Injury - Other Visible	Injury - Complaint of Pain	Property Damage Only	Total	
All	0	1	7	21	0	29	
Annual Benefit			\$ 198,450		Cost	\$ 552,082	
Life Benefit			\$ 3,969,000		B/C Ratio	7.19	

- Improve signal hardware: lenses, back-plates, mounting, size, and number

CM Number	Project Type	Crash Type	CRF	Life			
S2	Signal Mod.	All	15	10			
Crash Type	Fatality (Death)	Severe Injury	Injury - Other Visible	Injury - Complaint of Pain	Property Damage Only	Total	
All	0	1	7	21	0	29	
Annual Benefit			\$ 99,225		Cost	\$ 220,833	
Life Benefit			\$ 992,250		B/C Ratio	4.49	

- Install raised median on approaches (S.I.)

CM Number	Project Type	Crash Type	CRF	Life			
S12	Geometric Mod.	All	25	20			
Crash Type	Fatality (Death)	Severe Injury	Injury - Other Visible	Injury - Complaint of Pain	Property Damage Only	Total	
All	0	1	7	21	0	29	
Annual Benefit			\$ 165,375		Cost	\$ 607,290	
Life Benefit			\$ 3,307,500		B/C Ratio	5.45	

3. Benefit Cost Result

Total Benefit \$ 8,268,750
 Total Cost \$ 1,380,204
 B/C Ratio 5.99

Safety Practitioner / Engineer: Chris Marcarello

Signature: 

By signing this B/C Calculation Result, you are attesting to your authority /

Project Information

Application ID:
San Fernando S2 Ver1

Crash Data:
5 years

From 01/01/2008
To 12/31/2012

Countermeasure 1 Information

CM Number: S6

Mod: Signal Mod.





Name: Provide protected left turn phase (left turn lane already exists)

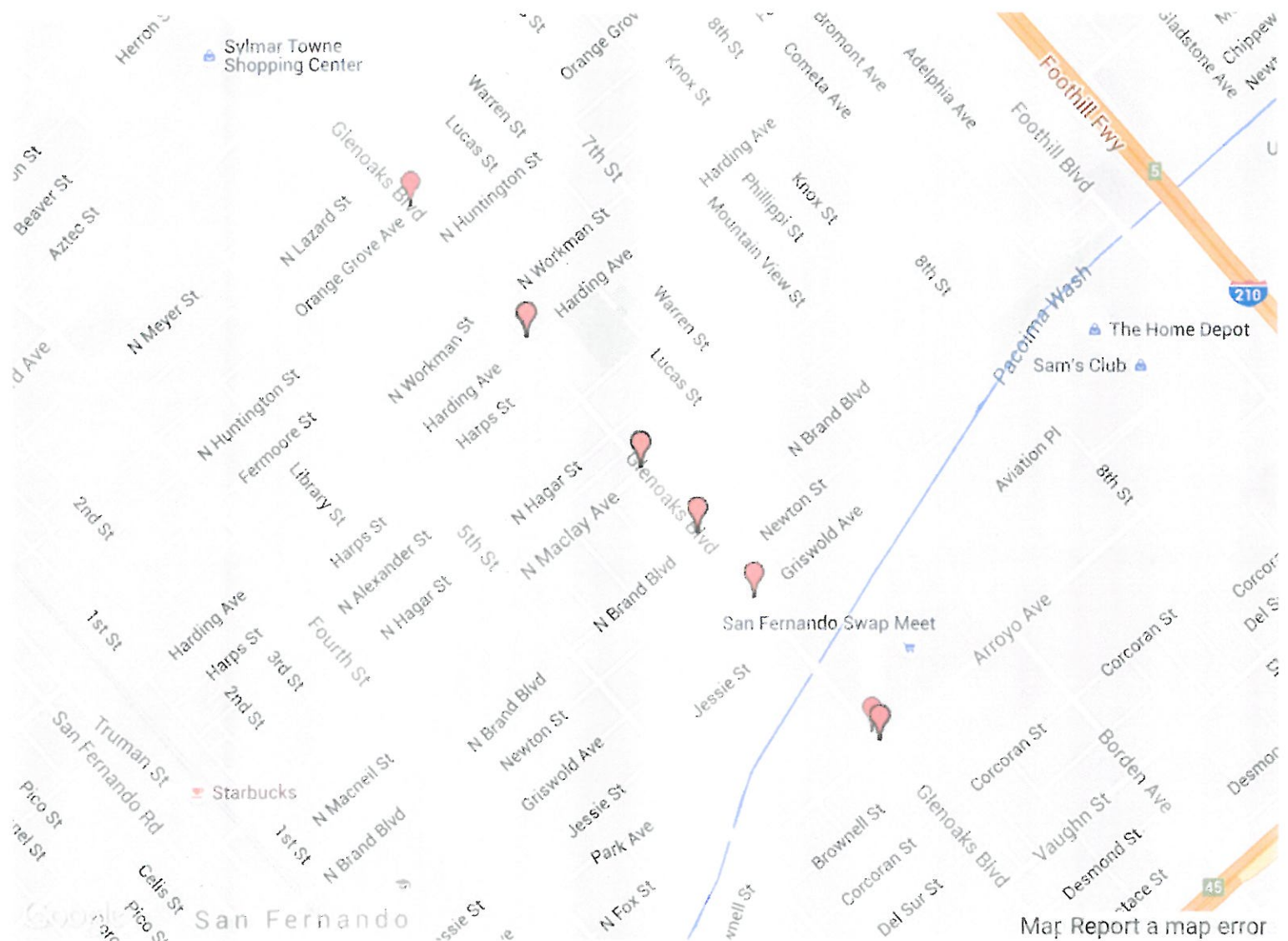
Crash Type: All

CRF: 30

Life: 20

Legend

-  Fatality – from File
-  Other – from File
-  Fatality – User Input
-  Other – User Input

**Crash Summary in the map**

Crash Type	Fatality (Death)	Severe Injury	Injury – Other Visible	Injury – Complaint of Pain	Property Damage Only	Total
All	0	1	7	21	0	29

Safety Practitioner / Engineer: Chris Marcarello

Signature:

By signing this B/C Calculator Map Result, you are attesting to your

Project Information

Application ID:
San Fernando S2 Ver1

Crash Data:
5 years

From 01/01/2008
To 12/31/2012

Countermeasure 2 Information

CM Number: S2

Mod: Signal Mod.





Name: Improve signal hardware: lenses, back-plates,
mounting, size, and number

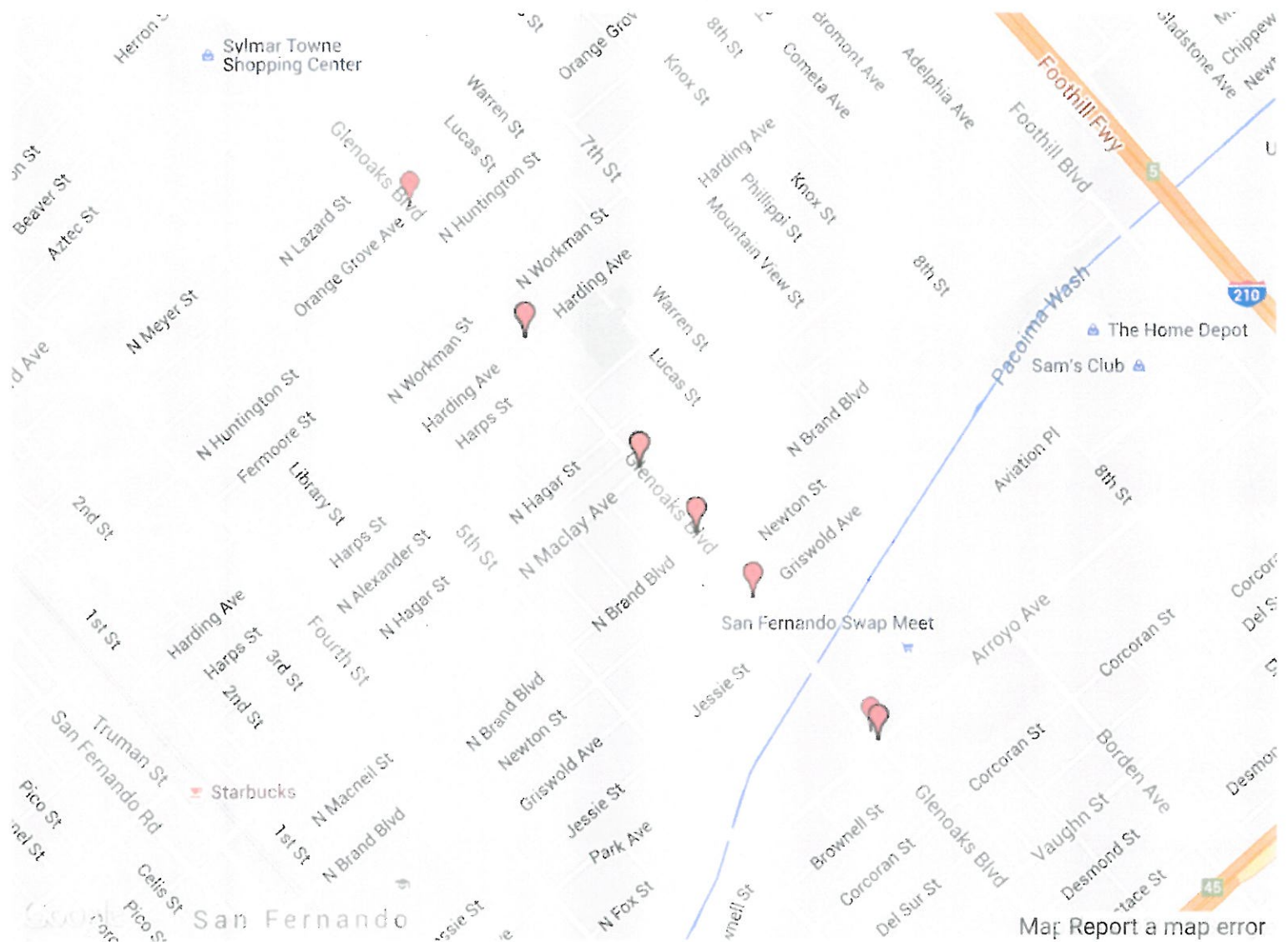
Crash Type: All

CRF: 15

Life: 10

Legend

-  Fatality – from File
-  Other – from File
-  Fatality – User Input
-  Other – User Input

**Crash Summary in the map**

Crash Type	Fatality (Death)	Severe Injury	Injury – Other Visible	Injury – Complaint of Pain	Property Damage Only	Total
All	0	1	7	21	0	29

Safety Practitioner / Engineer: Chris Marcarello

Signature:

By signing this B/C Calculator Map Result, you are attesting to your

Project Information

Application ID:
San Fernando S2 Ver1





Crash Data:
5 years

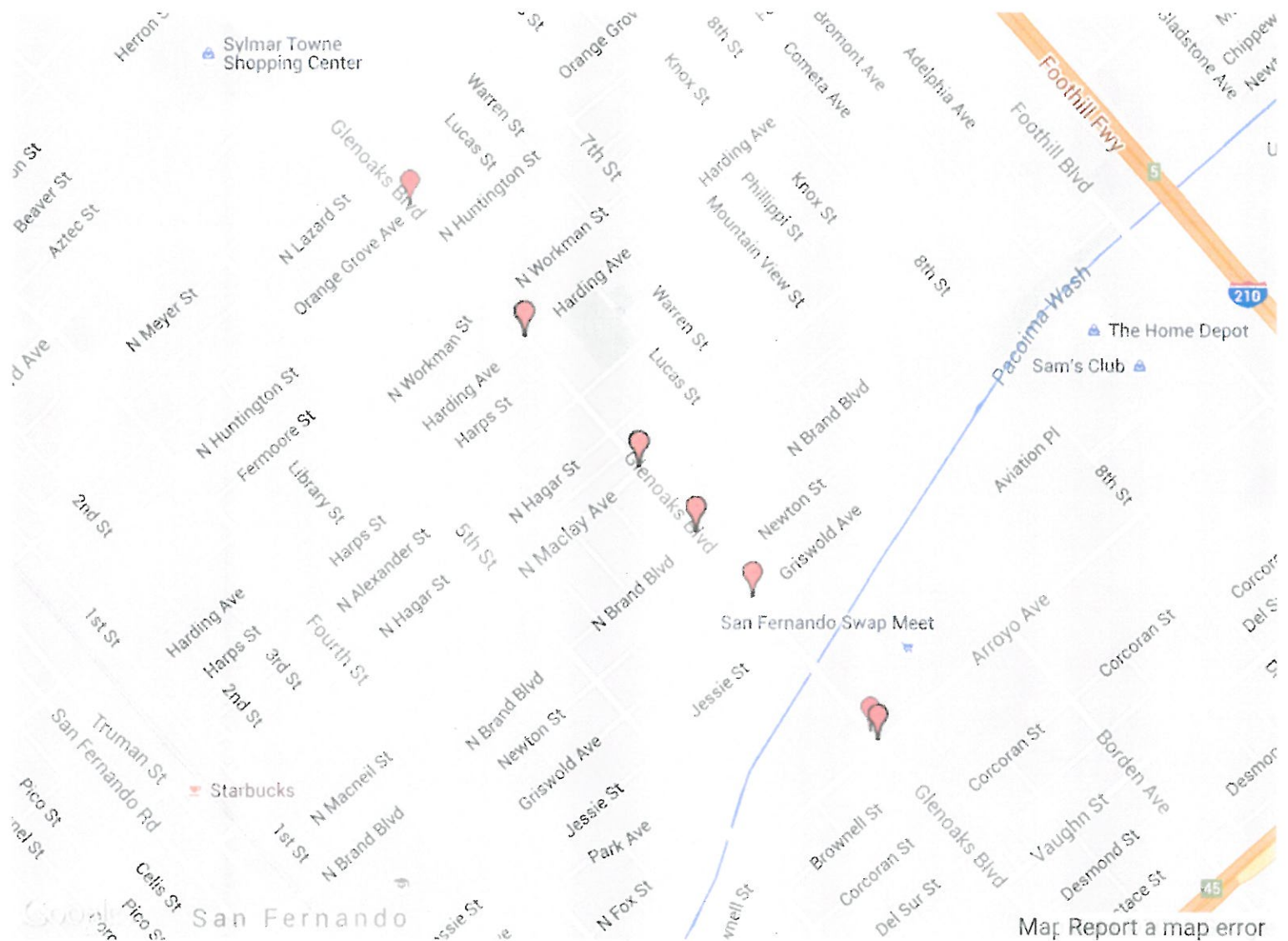
From 01/01/2008
To 12/31/2012

Countermeasure 3 Information

CM Number: S12
Mod: Geometric Mod.
Name: Install raised median on approaches (S.I.)
Crash Type: All
CRF: 25
Life: 20

Legend

-  Fatality – from File
-  Other – from File
-  Fatality – User Input
-  Other – User Input

**Crash Summary in the map**

Crash Type	Fatality (Death)	Severe Injury	Injury – Other Visible	Injury – Complaint of Pain	Property Damage Only	Total
All	0	1	7	21	0	29

Safety Practitioner / Engineer: Chris Marcarello

Signature:

By signing this B/C Calculator Map Result, you are attesting to your

Page 2 of 2

While Caltrans congratulates you on competing successfully for HSIP funding, your agency is expected to expedite the delivery of this safety project(s) wherever practical. For all HSIP projects, Caltrans now requires agencies to meet the following three key delivery deadlines:

1. The deadline for Request Authorization to Proceed with Preliminary Engineering (PE) is September 30, 2016
2. The deadline for Request Authorization to Proceed with Construction (CON) is September 30, 2019
3. FTIP funding for a Cycle-7 project will be de-obligated unless the CON for the project is authorized on or before January 1, 2021

Caltrans will track the delivery of these selected HSIP projects and prepare a quarterly report showing the delivery performance of each project, and this quarterly report will be posted at the website:

http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm

Projects that miss milestones per the HSIP guidelines will be flagged in these reports. If an agency has a flag for late CON authorization, Caltrans will not accept HSIP applications from the agency during future open cycle 'call for projects' unless the flag is removed with an agreeable and acceptable future project CON date.

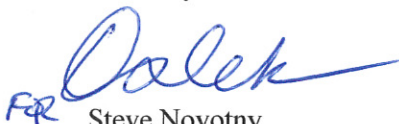
The Southern California Association of Governments (SCAG) will be informed of each project being approved for funding. Caltrans Headquarters (HQ) staff will work with SCAG to include each project in their next FSTIP Amendment. It is your agency's responsibility to track your Metropolitan Planning Organizations (MPO's) FSTIP Amendments to confirm the Federal Highway Administration (FHWA) approval of your project. Then, your agency may submit a request for authorization (RFA) to begin reimbursable work on the project in accordance with federal-aid project implementation procedures.

Your agency is encouraged to finish your non-reimbursable efforts of completing activities and preparing documents required for your first RFA to proceed with your project. These efforts can and should begin now in anticipation of your project(s) being included in approved FSTIP. Please contact Mike Benyamin at (213) 897-2935 to arrange for an on-site field review to evaluate and assess the entire scope of the safety project. A field review form can be found in the Local Assistance Procedures Manual or at the HQ Local Assistance Division website: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.

Given that HSIP safety projects are lump-sum programmed in the FSTIP, it is expected that one or more phases of a project delivery schedule may not match the FFY in the FSTIP. When this occurs, local agencies should file the RFA using the Expedited Project Selection Procedure. More information about the EPSP procedures for delivering HSIP safety projects can be found at the HQ Local Assistance Division website: http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm.

If you have further questions, please feel free to contact Dale Benson at (213) 897- 2934, or at Dale.Benson@dot.ca.gov.

Sincerely,



Steve Novotny
District Local Assistance Engineer

REQUEST FOR APPROVAL

To: **Howard Levenson**
Deputy Director, Materials Management and Local Assistance Division

From: **Michelle Martin**
Branch Chief, Financial Resources Management Branch

Request Date: February 26, 2016

Decision Subject: Awards for the Rubberized Pavement Grant Program (Tire Recycling Management Fund, Fiscal Year 2015–16)

Action By: March 16, 2016

Summary of Request

Staff requests approval of grant awards for the Rubberized Pavement Grant Program (Program) for fiscal year (FY) 2015–16. CalRecycle received 46 applications requesting \$5,649,731 for this competitive grant program.

Recommendation

Staff recommends approval of 43 grant awards listed below for \$5,282,291.

Table 1. Recommended Awards

Applicant	Project Type	Recommended Amount
City of Agoura Hills	Hot-Mix	\$25,277
City of Aliso Viejo	Hot-Mix	66,000
City of Antioch	Chip Seal	250,000
City of Baldwin Park	Hot-Mix	250,000
City of Calabasas	Hot-Mix	21,714
City of Cathedral City	Hot-Mix	93,150
City of Commerce	Hot-Mix	237,059
City of Concord	Hot-Mix	123,000
City of Covina	Hot-Mix	42,550
City of Culver City	Hot-Mix	183,880
City of Cupertino	Hot-Mix	150,870
City of Del Mar	Hot-Mix	124,670
City of El Monte	Hot-Mix	138,511
City of Fontana	Hot-Mix	250,000
City of Garden Grove	Hot-Mix	75,600
City of Jurupa Valley	Hot-Mix	103,093
City of Lake Elsinore	Hot-Mix	55,280
City of Lathrop	Hot-Mix	63,660



Grants System Application

Generated By: Victoria Rocha

Generated On: 3/16/2016

Application Information

Applicant: City of San Fernando

Cycle Name: Rubberized Pavement Grant Program Application Due Date: 12/10/2015

Cycle Code: TRP6 Secondary Due Date: 1/28/2016

Grant ID: 18935

Grant Funds Requested: \$ 97,846.00

Matching Funds: - (if applicable)

Awarded Funds: \$97,846.00

Project Summary: The City of San Fernando is applying for funds via the CalRecycle Rubberized Pavement Grant Program for the rehabilitation of Glenoaks Boulevard (from City limits to City limits), one of the City's major thoroughfares. The quality of the existing asphalt is substandard along this 6,748-foot stretch of the 80-foot wide thoroughfare, causing unnecessary wear and tear on vehicles and making travel for bicyclists and pedestrians difficult and dangerous. The proposed improvements entail the installation of 9,784.60 tons of asphalt-rubber/field blend (hot-mix) along the project area, as identified in the Project Summary and Calculation.

This CalRecycle grant is very timely, in that Glenoaks Boulevard is currently slated for resurfacing in FY 2016/2017. Design engineering is expected to begin in July 2016, with completion in November 2016. Construction is expected to begin in March 2017, with the project completed in June 2017.

Applicant/Participant

Name: City of San Fernando **Lead:** X

Federal Tax ID: 95-6000779 **Jurisdiction:** San Fernando

County: Los Angeles

Contacts

		Prime	Second	Auth	Cnslt
Amy Davis	Title: Associate Planner				X
1030 S. Arroyo Parkway, Suite 204 Pasadena, CA 91105	Phone: 6267998011 Fax: Email: amy@ebaplanning.com				
Chris Marcarello	Title: Deputy City Manager/Director of Public W	X		X	
City Manager's Office/Public Works Depar 117 Macneil Street San Fernando, CA 91340	Phone: 8188981200 Fax: Email: cmarcarello@sfcity.org				
Patsy Orozco	Title: Civil Engineering Assistant II		X		
Public Works Department 117 Macneil Street San Fernando, CA 91340	Phone: 8188981222 Fax: Email: paorozco2@sfcity.org				

Budget

Category Name	Amount
Materials	\$ 97,846.00

No Site Information Provided

Documents

Required

	Document Title	Received Date
Application Certification	Application Certification_City of San Fernando	12/10/2015
Application Certification	Application Certification (1.21.2016)	01/21/2016
Project Summary & Calculation	Project Summary and Calculation_City of San Fernando	12/10/2015
Project Summary & Calculation	Approved Project Summary and Calculation	01/21/2016



Grants System Application

Generated By: Victoria Rocha

Generated On: 3/16/2016

Required By Secondary Due Date

Resolution/Letter of Commitment	Approved Authorized Resolution	01/20/2016
Other Supporting Document(s)		
Draft Resolution	Draft Resolution_City of San Fernando	12/10/2015
EPPP Notification	EPPP Notification_City of San Fernando	12/10/2015
EPPP Notification	EPPP Notification (1.21.2016)	01/21/2016
Joint Powers Agreement		
Letter of Authorization/Resolution		
Letter of Designation	Letter of Designation	01/21/2016

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

- ☒ Applicant acknowledges that its approved Resolution or Letter of Commitment must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution or Letter of Commitment is received after this date, its application will be disqualified.

EPPP

Does your entire organization have an existing Environmentally Preferable Purchasing and Practices (EPPP) Policy?

- ☒ No, our organization does not have an EPPP Policy. We acknowledge that our organization will be disqualified because we are not eligible.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

- ☒ Not Applicable – This application does not include any charter cities.

Does the applicant certify that all crumb rubber used in the proposed project(s) will be derived from only California-generated waste tires and processed in California? (Must answer YES in order to be eligible)

(x Yes) (No)

Does the applicant certify that binder material used in all project(s) will contain a minimum of 300 pounds (or equivalent to [15%] by weight) of the tire-derived crumb rubber per ton of rubberized binder? (Must answer YES in order to be eligible)

(x Yes) (No)

Project Summary and Calculation

Project Summary & Calculation

Applicant Name: City of San Fernando

☐ Applying as a Regional Applicant

Instructions:

- Fill out white areas only, as appropriate. Enter applicant (business) name. Check box if applying as a Regional Applicant.
- **(For Individual Applicants)** An applicant can only apply for one category under RAC (1-3) and/or a Chip Seal category.
- **NOTE:** If you had an RAC grant and/or a Chip Seal grant, you are no longer eligible to apply for one or both of these respective projects.
- To determine Grant Category, click [here](#) to visit our grants database to generate a report. Select your county and "Tire Recycling Grants".
- **(For Regional Applicants)** Select RAC 1 and/or Chip Seal category in section **GRANT CATEGORY** regardless of number of previous grants.
- If applying for Hot Mix project(s), complete sections **1**, **2**, and **3** only.
- If applying for Chip Seal project(s), only complete sections **1**, **2**, and **3** only.
- If applying for Hot Mix and Chip Seal projects, complete sections **1** and **2**, and **3** only.
- Save and upload the completed document in GMS as an Excel file. Do not save as a PDF file.
- See Application Guidelines & Instructions for Category & Eligibility requirements.

GRANT CATEGORY

Indicate for which RAC and/or Chip Seal Category you are applying:

RAC (RAC 1, 2, 3) Grants		Total Grant Award is based on a Tonnage Reimbursement Rate of:
<input checked="" type="radio"/> RAC-1	0-1	\$10.00
<input type="radio"/> RAC-2	2-3	\$7.00
<input type="radio"/> RAC-3	4-5	\$4.00
<input type="radio"/> N/A		

Number of previous RAC (RAC 1, 2, 3) Grants: 0

CHIP SEAL

Number of previous Chip Seal (CS, TRS) Grants: 0

Total Grant Award is based on a Square Yard Reimbursement Rate of: \$0.50

CALCULATION SUMMARY

PLEASE NOTE - Grant Funds Requested must not exceed the following:

- \$250,000 for Individual Applications
- \$400,000 for Regional Applications. The lead or a participating jurisdiction is limited to no more than \$250,000 of the grant funds requested.

Hot-Mix Project(s): \$97,846.00

Chip Seal Project(s): \$0.00

GRANT FUNDS APPROVED: **\$97,846.00**

(Enter this amount in the Detail Table section of GMS. If this calculated amount is more than the max, enter the max (\$250,000 for Individual Applications, \$400,000 for Regional Applications). Round all amounts to nearest whole dollar (\$0.0001).

PROJECT INFORMATION (must list all proposed streets/projects)

No.	PROJECT / STREET NAME (e.g. City/Town, Intersection) For Regional Application, <u>must</u> enter data in the following format: Street Name / Name of Lead or Participant	LIMITS		PROJECT TYPE (must select one)	MATERIAL TYPE (must select one)	PROPOSED CONSTRUCTION START DATE (mm/yyyy)	HOT-MIX PROJECT CALCULATION		CHIP SEAL PROJECT CALCULATION		
		FROM (e.g. Post Mile or Point A)	TO (e.g. Post Mile or Point B)				PROPOSED AMOUNT OF RAC HOT-MIX MATERIAL (tons) (minimum 1000 of 5,000 tons)	REIMBURSEMENT RATE (\$ per ton)	GRANT AMOUNT REQUESTED (SUBTOTAL)	PROPOSED AMOUNT OF RUBBERIZED CHIP SEAL MATERIAL (in square yards) (minimum 1000 of 40,000 sq yd)	REIMBURSEMENT RATE (\$ per square yard)
1.	Glencroft Boulevard	City Limits	City Limits	Hot-Mix	Asphalt Rubber/Feld Blend	01/2017	9,784.80	\$10.00	\$97,846.00	\$0.00	\$0.00
2.								\$10.00	\$0.00	\$0.00	\$0.00
3.								\$10.00	\$0.00	\$0.00	\$0.00
4.								\$10.00	\$0.00	\$0.00	\$0.00
5.								\$10.00	\$0.00	\$0.00	\$0.00
6.								\$10.00	\$0.00	\$0.00	\$0.00
7.								\$10.00	\$0.00	\$0.00	\$0.00
8.								\$10.00	\$0.00	\$0.00	\$0.00
9.								\$10.00	\$0.00	\$0.00	\$0.00
10.								\$10.00	\$0.00	\$0.00	\$0.00
							SUBTOTAL		\$97,846.00	SUBTOTAL	\$0.00

To enter additional projects, go to "Page 2" TAB (located on the bottom left corner of the worksheet; See Figure 1)

Note: You can enter up to 50 projects/streets.

Figure 1

Figure 1 shows a screenshot of the Excel spreadsheet with the "Page 2" tab highlighted in red, indicating where to enter additional projects.

Project Summary and Calculation

Project Summary & Calculation (Page 2)

Applicant Name: City of San Fernando

State of California
Department of Resources Recycling and Recovery (CalRecycle)

PROJECT INFORMATION (must list all proposed streets/projects)							HOT-MIX PROJECT CALCULATION			CHIP SEAL PROJECT CALCULATION		
No.	PROJECT / STREET NAME (e.g. City/Town, Intersection) For Regional Application, <u>must</u> enter data in the following format: Street Name / Name of Lead or Participant	LIMITS		PROJECT TYPE (must select one)	MATERIAL TYPE (must select one)	PROPOSED CONSTRUCTION START DATE (mm/yyyy)	PROPOSED AMOUNT OF RAC HOT-MIX MATERIAL (tons) (maximum 500 of 5,000 tons)	REIMBURSEMENT RATE (\$ per ton)	GRANT AMOUNT REQUESTED (SUBTOTAL)	PROPOSED AMOUNT OF RUBBERIZED CHIP SEAL MATERIAL (in sq. yards) (minimum 500 of 45,000 sq. yd)	REIMBURSEMENT RATE (\$ per square yards)	GRANT AMOUNT REQUESTED (SUBTOTAL)
		FROM (e.g. Post Mile or Point A)	TO (e.g. Post Mile or Point B)									
11.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
12.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
13.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
14.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
15.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
16.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
17.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
18.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
19.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
20.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
21.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
22.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
23.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
24.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
25.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
26.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
27.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
28.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
29.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
30.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00
								SUBTOTAL	\$0.00		SUBTOTAL	\$0.00


To enter additional projects, go to "Page 3" TAB (located on the bottom left corner of the worksheet; see Figure 2)

Note: You can enter up to 50 projects/streets.

Figure 2: A screenshot of the Excel worksheet showing the "Page 3" tab selected in the bottom left corner. A red circle highlights the "Page 3" tab, and a red arrow points to it with the text "Page 3" TAB".

Project Summary and Calculation

Project Summary & Calculation (Page 2)

State of California
Department of Resources Recycling and Recovery (CalRecycle)


Applicant Name:
City of San Fernando

1 PROJECT INFORMATION (must list all proposed streets/projects)						2 HOT-MIX PROJECT CALCULATION			3 CHIP SEAL PROJECT CALCULATION				
No.	PROJECT / STREET NAME (e.g. City/Town, Intersection) <small>For Regional Application, must enter data in the following format: Street Name / Name of Lead or Participant</small>	LIMITS		PROJECT TYPE <small>(must select one)</small>	MATERIAL TYPE <small>(must select one)</small>	PROPOSED CONSTRUCTION START DATE (mm/yyyy)	PROPOSED AMOUNT OF RAC HOT-MIX MATERIAL (tons) <small>(maximum 500 of 5,000 tons)</small>	REIMBURSEMENT RATE (\$ per ton)	GRANT AMOUNT REQUESTED (SUBTOTAL)	PROPOSED AMOUNT OF RUBBERIZED CHIP SEAL MATERIAL (in sq. yards) <small>(maximum 500 of 4,000 sq. yd)</small>	REIMBURSEMENT RATE (\$ per square yards)	GRANT AMOUNT REQUESTED (SUBTOTAL)	
31.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
32.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
33.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
34.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
35.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
36.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
37.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
38.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
39.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
40.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
41.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
42.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
43.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
44.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
45.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
46.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
47.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
48.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
49.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
50.				▼	▼			\$10.00	\$0.00		\$0.00	\$0.00	
								SUBTOTAL	\$0.00			SUBTOTAL	\$0.00

If you require more than 10 project/street entries, please contact a [QUEST-RAAC-00000001](#).

Applicant	Project Type	Recommended Amount
City of Morro Bay	Chip Seal	24,385
City of Oakley	Hot-Mix	39,550
City of Oceanside	Hot-Mix	398,910
City of Ontario	Hot-Mix	250,000
City of Palos Verdes Estates	Hot-Mix	56,230
City of Pasadena	Hot-Mix	45,892
City of Paso Robles	Hot-Mix	69,400
City of Pico Rivera	Chip Seal	150,000
City of Rancho Cucamonga	Hot-Mix	249,998
City of Richmond	Hot-Mix	70,300
City of Riverside	Chip Seal	148,000
City of Rolling Hills Estates	Hot-Mix	83,123
City of San Dimas	Hot-Mix	190,714
City of San Fernando	Hot-Mix	97,846
City of San Jose	Hot-Mix	250,000
City of San Leandro	Chip Seal	82,223
City of San Marino	Hot-Mix	105,000
City of South Gate	Chip Seal	37,500
City of Thousand Oaks	Hot-Mix	109,424
City of Upland	Hot-Mix	86,100
City of Yuba City	Chip Seal	35,451
Imperial County	Hot-Mix	24,850
San Diego County	Hot-Mix	250,000
Town of Paradise	Hot-Mix	59,044
Ventura County	Hot-Mix	114,037
	Total	\$5,282,291

Funding

The [*Five-Year Plan for Waste Tire Recycling Management Program – \(Eight Edition Covering Fiscal Years 2015–16 to 2019–20\)*](#) allocates \$7,550,000 for the Program for FY 2015–16.

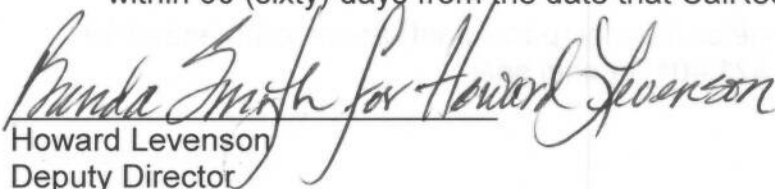
Table 2. Funding

Fund Source	Amount Available	Amount to Fund Item	Amount Remaining	Line Item
California Tire Recycling Management Fund (FY 2015–16)	\$7,550,000	\$5,282,291	\$2,267,709	Local Assistance/Grants
Total	\$7,550,000	\$5,282,291	\$2,267,709	

Deputy Director Action

On the basis of the information and analysis in this Request for Approval and the findings set out herein, I hereby conditionally approve the grant awards for the Rubberized Pavement Grant Program as listed in Table 1. Each proposed grantee's award is conditional upon:

1. The full payment within 60 (sixty) days of the date of this grant award of all outstanding debt(s) or scheduled payment(s) owed by the proposed grantee to Department of Resources Recycling and Recovery (CalRecycle).
2. The return by the proposed grantee of a completed and executed Grant Agreement within 60 (sixty) days from the date that CalRecycle staff emails the Grant Agreement.


Howard Levenson
Deputy Director


Dated 3/3/16

Background and Findings**Statutory Authority**

Public Resources Code § 42872 et seq. authorize CalRecycle to award grants for activities and applications that result in reduced landfill disposal or stockpiling of waste tires with § 42872.1 specifically authorizing rubberized pavement grants.

Program Background

The Pavement Grant Program is designed to promote the use of rubberized pavement while encouraging the recycling of California-generated waste tires. The Program provides competitive grants for public works projects that use RAC hot-mix or rubberized chip seal materials derived from only California-generated waste tires.

Eligible applicants include:

- Local Governments (cities, counties, or city and county), local governmental agencies (special districts, Joint Powers Authorities [where all JPA members are also otherwise eligible applicants] and regional park districts), and qualifying Indian Tribes for rubberized pavement (RAC and rubberized chip seal) projects which may include disability access projects at parks, Class 1 bikeways, and greenways.
- State agencies for disability access projects at parks, Class 1 bikeways, and greenways.

Criteria and Process

The application process, applicant eligibility, project eligibility, grant award categories, and evaluation process was discussed at the September 15, 2015 CalRecycle meeting and subsequently approved by the Deputy Director. The Notice of Funds Available was posted on the CalRecycle website on October 23, 2015, with an appropriate notice sent to stakeholders.

Applications were due December 10, 2015, with a secondary due date of January 28, 2016, for resolution submission. CalRecycle received 46 applications requesting a total of \$5,649,731. Staff reviewed the applications in accordance with the approved evaluation process. Because

there were fewer requests than available funds, there was no priority ranking. Subsequently, staff disqualified two applications because they did not satisfy Program eligibility requirements. One applicant withdrew for consideration for award. The maximum grant award is \$250,000 for an individual applicant and \$400,000 for a regional application of two or more eligible applicants.

This is the first Program solicitation that has allowed a regional application as a tool to further promote local collaborative relationships. There are two regional applications:

- City of Oceanside (lead) with City of Vista (participant) are recommended for \$398,910 (all hot-mix).
- City of San Dimas (lead) with Los Angeles County (participant) are recommended for \$190,714 (\$169,310 for hot-mix and \$21,404 for chip seal).

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Nick Kimball, Interim City Manager
By: Ismael Aguila, Recreation and Community Services Director

Date: February 21, 2017

Subject: Consideration to Accept the Open Streets Grant for the Healthy San Fernando Open Street Event, Approve a Resolution to Appropriate the Grant Funds, and Award a Professional Services Contract for Event Management Services.

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the Open Streets Grant from the Los Angeles County Metropolitan Transportation Authority (Metro) related to the preparation and implementation of Healthy San Fernando Open Street Event, and authorize the City Manager, or designee, to execute all related documents (Attachment "A");
- b. Adopt Resolution No. 7781 (Attachment "B"), appropriating \$148,800 in grant funding under the Metro's Open Streets Event Grant Program; and
- c. Award a contract to Evans Brooks and Associates in an amount not-to-exceed \$148,000 for management services related to the Healthy San Fernando Open Street Event using the City's existing on-call services agreement (Attachment "C"), contingent upon receipt of the fully executed Open Streets Grant Agreement from Metro.

BACKGROUND:

1. On June 26, 2014, Metro approved \$3.7 million in grants for 'Open Streets' events throughout Los Angeles County.
2. On March 16, 2016, Metro approved the award of up to \$2 million in grant funding for CYCLE 2 Open Street events around Los Angeles County.
3. On May 12, 2016, the City of San Fernando submitted an application for funding Healthy San Fernando Open Streets Event (Attachment "D").

Consideration to Accept the Open Streets Grant for the Healthy San Fernando Open Street Event, Approve a Resolution to Appropriate the Grant Funds, and Award a Professional Services Contract for Event Management Services.

Page 2 of 2

4. On September 22, 2016, Metro awarded funding for seventeen (17) new Open Street events, which included the City of San Fernando's request.
5. On December 15, 2016, the City of San Fernando released a Request for Proposal (RFP) for Open Street Event Management Services. In January 2017, staff extended the submission deadline to January 17, 2017, allowing more proposal submissions. Only one proposal was received, which was from Evans Brooks and Associates.
6. In January 2017, the City received notification that Metro is finalizing the Open Street Event Grant agreements and will provide the Grant Agreement to the City of San Fernando by March, 2017.

ANALYSIS:

"Open Streets"

The Open Streets initiatives temporarily close streets to automobile traffic to open them to cyclists, pedestrians and other modes of non-motorized transportation. Open Streets have quickly become one of the most innovative advancements in the livable cities movement. They are an increasingly common strategy in regions that are seeking innovative ways to encourage a shift to sustainable modes of transportation, help reduce traffic congestion, and achieve public health improvement. Many North American Open Streets initiatives draw inspiration from those held in Central and South America, where they are called "ciclovías." The term, which translates to English as "bike path," was coined in Bogotá, Colombia, where the model Ciclovía initiative was initiated in 1974. CicLAvia in the City of Los Angeles is a local example of an Open Street event that has been ongoing since 2010.

Metro Open Streets Program Grant

In September 2013, Metro approved \$3.7 million for the Open Streets Competitive Grant Program framework to fund a series of regional car-free events in response to the June 2013 Board Motion 72. The goals of the Open Streets Grant Program is to provide opportunities for: 1) riding transit, walking and riding a bike, possibly for the first time; 2) encourage future shifts to more sustainable transportation modes; and for 3) civic engagement to foster the development of multi-modal policies and infrastructure at the city/community level. A total of twenty-one (21) project applications were received, and twelve (12) events were selected for Cycle 1 funding based upon a scoring process that considered the events in terms of regionally diversity, connection to transit stations, regional bikeways and major activity centers. The cities that received funding in Cycle 1 included: Carson, Culver City, Downey, El Monte Huntington Park, Lawndale, Long Beach, Los Angeles, Los Angeles County, Pasadena, Santa Monica and South Pasadena.

Consideration to Accept the Open Streets Grant for the Healthy San Fernando Open Street Event, Approve a Resolution to Appropriate the Grant Funds, and Award a Professional Services Contract for Event Management Services.

Page 3 of 3

On September 22, 2016, Metro awarded Cycle 2 funding for seventeen (17) new Open Street events, including Burbank, Los Angeles, Glendale, Baldwin Park, Downey, Culver City, Long Beach, San Dimas, and the City of San Fernando.

Healthy San Fernando Open Streets Event (HSFOSE)

The event will turn four miles of public streets into an urban playground by closing streets to allow for the community to walk or ride bikes. The HSFOSE will capitalize on the success of the 5K Relay and include five (5) zones or destination “legs”; including bike and pedestrian safety training, physical activity challenges, an art walk and parade, *Refuel Right* nutrition demos, and active transportation awareness. It will include local merchants, non-profit/faith-based organizations, private corporations, and collaboration with the City of Los Angeles. The route will extend south to the San Fernando Mission and north to the San Fernando Metrolink Station. The route also allows for participants to enter/exit from all four corners of the City, effectively connecting Sylmar, Pacoima, and Mission Hills. In addition, the San Fernando Downtown Mall District will serve as the central point of connectivity and activity. Refer to the Scope of Work (Exhibit “A”) of the submitted Open Streets Cycle 2 Application (Attachment “D”).

Consultant Services Request for Proposals (RFP)

In December 2016, staff released a RFP for professional management services related to this grant program via email, website, and circulating media. The scope of work includes administration, community outreach, coordination on the day of the event, fundraising, and grant closeout reporting. Based on this RFP, only one proposal was received from Evans Brooks Associates. After a thorough review of the proposal, it was determined that the proposal submitted by Evans Brooks Associates (EBA) meets the needs of the City. EBA has been successful in implementing similar events throughout the County of Los Angeles, including Open Street Events in Downey, Long Beach, and El Monte/South El Monte. In addition, EBA has extensive experience in conducting bilingual outreach activities and engaging partners/resources that can contribute to the success of the event. Based on these elements, it is recommended that the City Council confirm this selection for management services under the City’s existing on-call services agreement in an amount not-to-exceed \$148,800. If approved by the City Council, a professional services agreement would be executed following the receipt of the Open Street Grant Agreement from Metro related to this grant program.

BUDGET IMPACT:

The estimated cost for the event is approximately \$178,800. The total grant amount awarded to the City of San Fernando is 148,800 and requires a 20% match (in-kind and local match accepted) and include use of staff, waiving facility and permit fees, and fundraising efforts.

Consideration to Accept the Open Streets Grant for the Healthy San Fernando Open Street Event, Approve a Resolution to Appropriate the Grant Funds, and Award a Professional Services Contract for Event Management Services.

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Refer to the below table. All Public Works and Police Staffing will be paid via grant funds and/or fundraising efforts for event day expenses.

Grant Match Breakdown	
Match Details	Amount
City staffing (in-kind)	\$2,000
Facility and permit fees (in-kind)	\$8,000
Fundraising efforts	\$20,000
Total	\$30,000

CONCLUSION:

It is recommended that the City Council approve the actions related to this grant-funded program. The Healthy San Fernando Open Street Event will allow for the City of San Fernando to turn four miles of public streets into an urban playground for the community to enjoy. The event will include bike and pedestrian safety training, physical challenges, an art walk and parade, nutrition demos, and active transportation awareness. All program elements will be funded entirely through grant funds and/or fundraising efforts.

ATTACHMENTS:

- A. Draft Grant Agreement with Metro for Open Streets Grant
- B. Proposed Budget Amendment Resolution
- C. On-call Contract with Evans Brooks Associates
- D. Healthy San Fernando Open Street Grant Proposal

Open Streets ID# _____

**GRANT AGREEMENT FOR
OPEN STREETS GRANT PROGRAM CYCLE TWO**

This Grant Agreement for Open Streets Grant Program Cycle Two (the “**Agreement**”) is dated the day of the LACMTA Board Approval September 22, 2016 (the “**Effective Date**”) and is by and between the City of _____ (the “**Grantee**”) and the Los Angeles County Metropolitan Transportation Authority (“**LACMTA**”).

RECITALS

- A. On September 22, 2016, the LACMTA Board approved the Open Streets Grant Program Cycle Two providing Los Angeles County Proposition C 25% funds for one-day events that close the street to automotive traffic and open them to people to walk or bike (“**Open Street Events**”). Should other eligible funding sources become available, they may be used in place of the identified funds. .
- B. Proposition C 25% funds are eligible for transportation system management/demand management (TSM/TDM) programs such as Open Streets events. SCAG identifies Open Street Events as Transportation System Management / Demand Management (TSM/TDM) programs in the 2012 RTP Congestion Management Appendix in the section titled Congestion Management Toolbox - Motor Vehicle Restriction Zones.
- C. On September 22, 2016, the LACMTA Board approved the award of \$_____ to Grantee for Grantee’s Open Street Event titled _____ (Open Street Grant Program ID#CYC161_____) and which is more particularly described in the Scope of Work (“**Scope of Work**”) attached as Exhibit “A” hereto (the “**Project**”). Grantee’s actual one day open street event is referred to herein as the “**Event**.” The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$_____ (the “**Local Match**”), as described in the Financial Plan that is attached as Exhibit “B”, and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT

1. GRANT OF FUNDS

1.1 LACMTA shall make a one-time grant of funds in the amount of \$ [REDACTED] (the “Funds”) to Grantee subject to the terms and conditions of the Grant and this Agreement.

1.2 This one time grant shall be paid on a reimbursement basis. The Local or In-Kind Match must be spent in the appropriate proportion to the Funds.

1.3 Grantee shall be subject to, and shall comply with, all requirements of the United States Department of Transportation (USDOT) and the United States Department of Labor (USDOL). In addition, Grantee shall comply with all requirements of LACMTA.

1.4 The obligation for LACMTA to advance the Funds for the Project is subject to sufficient funds being made available for the Project by the LACMTA Board of Directors. If such funds are not made available for the Project, this Agreement shall be void and have no further force and effect.

2. SCOPE OF WORK

2.1 Grantee shall complete the Project, including, without limitation, producing the Event, as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Exhibit “A” hereto. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones and a set schedule for the Event. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Event, then LACMTA will have the option to terminate this Agreement for default. Immaterial changes to the Scope of Work that do not affect the intent or length of the event such as changes of event name, start time, date and route may be approved administratively in writing by an LACMTA Executive Officer of Countywide Planning without a formal amendment. Any changes to the Scope of Work that change intent of the original Scope of Work, including but not limited to route length, changes in funding and/or changes to the Financial Plan must be made by amendment, in the manner described in paragraph 16.1.

2.2 Grantee shall utilize the Funds provided herein to complete the Project as described in the Scope of Work and in accordance with this Agreement. The grant funds provided herein can only be used towards the completion of the Scope of Work.

2.3 The grant shall provide the Funds for the non-infrastructure costs of implementing Open Street events per the Metro Board award on September 22, 2016. Per

the funding guidelines, physical infrastructure costs associated with the events are not eligible for reimbursement.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2018 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

4. REQUEST FOR REIMBURSEMENT

4.1 Not more frequently than once a month, Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.

4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of Proposition C Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm.

4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Funds provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

4.5 Grantee shall be responsible for any and all cost overruns for the Project.

4.6 Grantee shall contribute Grantee's Local Match (in kind or monetary) of

\$ [REDACTED] toward the Project. If the funds identified in Exhibit "B" are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

4.7 LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage. LACMTA will release the retainage after LACMTA has evaluated Grantee's performance according to the criteria specified by LACMTA and the data provided by Grantee in coordination with LACMTA's selected data collection contractor and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. Grantee shall invoice LACMTA for reimbursement of the ten percent retention separately.

4.8 Grantee should consult with LACMTA's Open Streets Program Manager for questions regarding non-reimbursable expenses.

4.9 Total payments shall not exceed the Funds specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred more than sixty (60) days after the date of the Event.

4.10 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, the applicable requirements and regulations of LACMTA and any other regulations or requirements stipulated by the source of funding used. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent applicable federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.11 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net
Ref# Open Streets ID#CYC161 [REDACTED]

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Attention: Accounts Payable
Los Angeles, CA 90051-0296
Ref# Open Streets ID#CYC16 [REDACTED]

A copy of all Request for Reimbursement submittals shall also be forward to the LACMTA

Open Streets Program Manager, either by email ShavitA@Metro.net or by standard mail to the address set forth in Section 4.14 below.

4.12 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: LACMTA Open Streets Program Manager
Avital Shavit, MS 99-22-2
Open Streets Grant Program Manager
ShavitA@metro.net

Grantee's Address:

[Insert Grantee Name]

[Insert Grantee Address]

[Insert City, CA ZIPCODE]

Attention: [Insert Appropriate Agency/Program]

[Insert Responsible Staff Person Name]

[Insert Responsible Staff Person Title]

[Insert Email Address]

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of reimbursable activities is sixty (60) days after the date of the Event.

6. REPORTING AND AUDIT REQUIREMENTS

6.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting and audit requirements. Grantee shall use the assigned Open Streets ID# CYC160 [redacted] on all correspondence.

6.2 Grantee shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Narrative and Financial Report on Project Progress as required by LACMTA.

(b) Other reports that may be required.

6.3 LACMTA and/or their respective designees, in order to fulfill their respective responsibilities as grantor of the Funds, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. Grantee shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

6.4 Grantee shall retain all original records and documents related to the Project for a period of three years after final payment.

6.5 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.6 Grantee shall cause all contractors to comply with the requirements of Sections 6.3, 6.4 and 6.5 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

6.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds provided herein and/or recommend not to award future Open Streets Program grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing the Funds provided herein or failure to return the Funds provided herein owed to LACMTA in accordance with LACMTA

audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions.

6.9 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.10 Grantee shall support a predetermined consultant selected by Metro to provide the LACMTA Open Streets Program Manager a post implementation report no later than three months after the day of the Event which report shall include items i-v listed below. Once LACMTA receives a satisfactory report, LACMTA will release any retention and make final payment to Grantee.

- (i) Participation Counts of pedestrians and people on bikes at the Event using at least one of the following count methods
 - Install temporary electronic detection counters (tube, video, or infrared).
 - Conduct an “incomplete count” (a methodology from ecological studies) using visual or pictorial counts. This may be conducted by using crowdsourcing via Facebook, Twitter or Instagram.
 - An incomplete count involves counting part of a population and then extrapolating to the entire population. A geographic area or screenline may be established as the sample area and an attempt made to count all the individuals in the set area or passing through the screenline. In the case of an Open Street event several geographic areas or screenlines should be established and sample counting should take place at regular intervals at the same time at all locations.
- (ii) Transportation use data
 - Counts of people on bikes exiting at all rail transit stations directly adjacent to the route
 - Survey of at least 500 individuals exiting the train asking the following questions:
 - Are you attending today's open street event?
 - Is this your first time riding Metro Rail?
 - If “NO” how often do you ride metro rail
 - Less than once a month
 - 1-3 times per a month
 - 4-7 times per a month
 - 8 or more times a month
- (iii) Personal Anecdotes
Provide personal stories from participants, business owners along the

route or Event volunteers describing how the Event has positively affected their lives or community. Grantee shall engage in a dialogue with the community in person, via e-mail or through a social media platform like Facebook, Twitter or Instagram using (at least) one of the following questions:

- Participants & Volunteers
 - How has the Event improved your neighborhood/community?
 - Has the Event encouraged you to use active transportation or transit modes more often?
- Business owners
 - Has the Event brought new or more patrons to you?
 - In light of the Event, do you think that active transportation (pedestrian and bicycle) infrastructure improvements would improve your business opportunities?

- (iv) Bike-Trains & Bike Bus Shuttles Ridership
If bike-trains or special bike shuttles were used to transport participants to the event, then report the ridership of these services on the day of. If municipal bus services were employed, report on ridership on the day of the event and provide a monthly average for the same day of the week since the event took place.

- (v) Local Economic Benefit
Provide at least one of the following:
- Report the sales tax receipts revenue for all businesses along the route and/or within $\frac{1}{4}$ mile of the route for the day of the Event and a monthly average for that same day of the week for comparison.
 - Report how the Event affected sales at selected participating businesses along the route (a minimum of one business for every mile of the event). These businesses may have participated by providing discounts to pedestrians and cyclists or by having a sales display or dining tables on the sidewalk.

7. ALLOWABLE COSTS

7.2 Allowable Project costs are described in the Scope of Work.

7.3 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- (a) Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by Grantee: i) submit a written request to LACMTA; and, ii) receive a written approval from LACMTA prior to incurring the expenditure.

- (b) In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA.

8. [INTENTIONALLY OMITTED]

9. EXPENDITURE AND DISPOSITION OF FUNDS

9.1 The expenditure and disposition of the Funds by Grantee shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of LACMTA. Grantee shall not utilize the Funds in any way or on any project other than that specified in this Agreement.

9.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open Streets Program Manager.

9.3 The programmed budget (the "**Financial Plan**") specifying the sources and amounts of the Funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

9.4 No material changes, as determined by LACMTA in its reasonable discretion, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee. Grantee shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that it originally submitted to LACMTA.

10. TIMELY USE OF FUNDS

10.1 Grantee shall obligate the Funds programmed under this Agreement no later than sixty (60) days after the date of the Event.

10.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Funds is not provided as described in Section 11.1 of this Agreement, the Project will be reevaluated by LACMTA and the Funds may be deobligated. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

11. DEFAULT

Default under this Agreement is defined as one or more of the following: (i) Grantee fails to comply with the terms and conditions contained in this Agreement; (ii) Grantee fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) Grantee makes a material change to the Scope of Work or the Financial Plan without prior written consent or approval by LACMTA; or, (iv) Grantee is in default of any other applicable requirements of LACMTA.

12. REMEDIES

12.1 In the event of a default by Grantee (as defined in Section 11), the LACMTA shall provide written notice of such default to Grantee with a 30-day period to cure the default. In the event Grantee fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the Funds to Grantee;
- (c) LACMTA may recover from Grantee any funds paid to Grantee after the default; and/or,

12.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

12.3 The remedies described herein are non-exclusive. In addition to the above contractual remedies, LACMTA shall have the right to enforce any and all rights and remedies which may be now or hereafter available at law or in equity.

13. TERMINATION

13.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse for any costs or expenses incurred after the termination date.

14. COMMUNICATIONS

14.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio or web channels and other identifiers will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the "Open Streets Made Possible By Metro" type and logo lock up as supplied by the LACMTA Program Manager. Any other sponsor logos or credits for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and "Open Streets Made Possible By Metro" type and logo lock up.

14.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures,

maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

14.3 All Social Media notification calling out the event will identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro.” Any graphics used in said notifications that include the title of the event must include the “Open Streets Made Possible By Metro” type and logo lock up as supplied by the LACMTA Program Manager.

14.4 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA’s online presence as appropriate depending on the platform: Twitter accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.

14.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA’s sole discretion.

14.6 Grantee shall ensure that all Communication Materials identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro,” or other mutually agreeable language and graphic lockup featuring Metro and/or the Metro logo, and comply with recognition of LACMTA’s contribution to the Event as more particularly set forth in “Funding Agreement Communications Materials Guidelines” available on line or from the LACMTA Open Streets Program Manager. Grantee shall check with the LACMTA Open Streets Program Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the communications requirements specified in this Agreement and with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

14.7 Grantee shall submit all graphic files and Communication Materials to LACMTA for approval by the LACMTA Open Streets Program Manager and LACMTA Communications prior to the release of such publicity or promotional materials or Communication Materials for the Event. LACMTA shall have at least one day to review and provide its approval. After any Communication Materials has been released to the public, Grantee shall provide a copy of or notice of such Communication Material to the LACMTA Open Streets Program Manager by either e-mail or social media channels.

14.8 LACMTA shall be provided at no cost with a minimum of 1,000 SF space in a prominent, central location at the Event for an LACMTA booth/activity space, plus at least two 10’ x 10’ spaces for satellite displays elsewhere at the Event. LACMTA shall have the right at any one or more of the above three locations or through a mobile vending cart, bicycle, or other vehicle, to sell, distribute or otherwise make available to Event attendees

marketing, outreach and other promotional products and merchandise, including, without limitation, fare media, t-shirts and other apparel, accessories, items available for sale at the Metro Store, brochures, maps, take-ones and other novelty items. The selection of products and merchandise available for sale and distribution shall be at LACMTA's sole discretion.

14.9 The LACMTA Open Streets Program Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section 14. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

14.10 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division. Upon request, LACMTA shall provide scalable vector files with required type styling and logo placement for tagline and visual materials.

14.11 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project related Communications Materials will comply with the requirements contained in this Section 14.

15. INDEMNITY

15.1 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, cost and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever (including consequential damages) (collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the Funds provided herein by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Grantee obligations under this Agreement or the Grant; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

16. OTHER TERMS AND CONDITIONS

16.1 This Agreement, along with the applicable requirements of LACMTA constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the

same level of authority.

16.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

16.3 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

16.4 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

16.5 Grantee shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

16.6 Subject to all requirements of this Agreement, and all other applicable requirements of LACMTA, including, without limitation, any requirement of competitive procurement of services and assets, Grantee may contract with other entities to implement this Agreement.

16.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

16.9 Grantee, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

16.10 On September 26, 2002 the LACMTA Board of Directors required that prior to

receiving Proposition C 10% or 25% grant funds, GRANTEE meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirements, including, without limitation, suspension and re-implementation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington Date
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy Date

GRANTEE: [Insert Grantee City]

By: _____
Name Date
Title

APPROVED AS TO FORM (OPTIONAL):

By: _____
Date
General Counsel

EXHIBIT A SCOPE OF WORK

Event

Event Date and Time:

Purpose:

Event Description:

Event Location:

Roles and Responsibilities:

Schedule:

Event Map:

EXHIBIT B FINANCIAL PLAN

The total cost of the Project is \$ [REDACTED]. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Funding Resources Table:

Funding Source	Total	PC25	Local Match*
Proposition C 25%	\$	\$	\$

Event Budget Table:

Item Description	Total	PC25 (80%)	Local Match* (20%) (Prop C local return okay)
Public Outreach Program	\$	\$	\$
Pre-Event Planning	\$	\$	\$
Event Day Costs (Staffing, Rentals, Permits, Etc.)	\$	\$	\$
Totals	\$	\$	\$

* = In-kind local contribution as required by the Metro Open Streets Grant Program.

ATTACHMENT “B”**RESOLUTION NO. 7781****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2016-2017 ADOPTED ON JUNE 29, 2016**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2016-2017, commencing July 1, 2016, and ending June 30, 2017; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to accept \$148,800 in a grant fund award from the Los Angeles County Metropolitan Transportation Authority (LACMTA) to support the City's Healthy San Fernando Open Streets Event scheduled for September 24, 2017; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk's Office, has been adopted on June 29, 2016.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The following adjustment is made to the City Budget:

Increase the revenue in Fund 010-3697-3711 (Grant Fund) budget by \$148,800.

Increase the expenditures in Fund 010-420-3711-4260 (Grant Fund) budget by \$148,800.

PASSED, APPROVED, AND ADOPTED this 21st day of February, 2017.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 21st day of February, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



2015

PROFESSIONAL SERVICES AGREEMENT
(On-Call Engineering & Plan Check Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 17th day of August 2015 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Evan Brooks Associates, Incorporated (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" shall refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any specially trained and experienced firm or corporation for special services and advice on financial, economic, accounting, engineering, legal or administrative matters; and

WHEREAS, CITY's in-house personnel are not able to provide the types of specialized consulting services required under this engagement; and

WHEREAS, CITY requires the performance of on-call professional engineering and plan check services in connection with the Public Works, Community Development and Parks and Recreation Department's capital improvement projects; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of August 17, 2015 under Agenda Item Seven (7) ; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

SCOPE AND PROSECUTION OF WORK; COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain proposal entitled: Proposal for Professional Engineering and Plan Check Review Services dated as of July 31, 2015 which included a "Fee Schedule" and is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Compensation Schedule"). CONSULTANT further agrees to furnish to CITY labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONSULTANT nor anyone acting on CONSULTANT's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 TERM:

- A. This Agreement shall have a term of Three (3) Years following City Council approval commencing on (August 17, 2015 to August 17, 2018) (hereinafter, the "Initial Term").
- B. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of Two (2) years, at the sole and absolute discretion of CITY MANAGER, provided CITY MANAGER issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided herein.
- C. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. At the request of City staff, CONSULTANT shall submit a proposal for services to be performed and complete all of the services and tasks for that project or program, at the rates of compensation set forth in that certain compensation schedule set forth within Exhibit of the Scope of Work under the heading the

Compensation Schedule. CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, as requested by the City. CITY shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

- B. CONSULTANT understands and agrees that the City does not guarantee or have an obligation to approve ANY proposal for Engineering and Plan Check Services requested by City during the Initial Term of Agreement or the duration of any approved contract extensions.

1.4 PAYMENT OF COMPENSATION:

- A. CITY shall compensate CONSULTANT on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONSULTANT and its various employees during the recently concluded month.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONSULTANT's monthly invoice.
- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, CITY may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.
- B. Payments for any Extra Work shall be made to CONSULTANT on a time-and-materials basis using CONSULTANT's standard fee schedule.

1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further

have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representatives") to act as its representative for the performance of this Agreement. The CITY Representative or his designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates Hal Suetsugu, President- Managing Partner, to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;
 - B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the CITY;

- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.
- 2.9 SAFETY: CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.10. NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the supervision of its employees, agents, contractors, subcontractors and subconsultants and for

the negligent acts and/or omissions of the same. All persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.
- 3.2 REQUIRED COVERAGES AND LICENSES: CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Business License: CONSULTANT shall procure and maintain a City of San Fernando Business License throughout the Initial Term of Agreement and the duration of any contract extensions.
 - B. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - C. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - D. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident

for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

- E. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's

commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.

- 3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONSULTANT's to failure to comply with the insurance requirements set forth under this Article.
- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 3.10 NO LIMITATION ON LIABILITY: CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth under Article V of this Agreement.

IV. INDEMNIFICATION

- 4.1 The Parties agree that City, elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect the City as set forth herein.
- 4.2 To the fullest extent permitted by law, the Consultant shall (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate

to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- 4.4 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of Consultant under this Article will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's engineer, elected and appointed officials, officers, employees, agents and

volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 4.7 The City does not, and shall not; waive any rights that it may possess against Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

V.

TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT at least five (5) calendar days prior to the effective date of such termination for convenience. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.
- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by

CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential.

CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Evan Brooks Associates, Inc.
Attn: Hal Suetsugu
President- Managing Partner
1030 Arroyo Parkway, Ste. 204
Pasadena, CA 91105
Tel: (626) 799-8011
Fax: (888) 421-8798

CITY:

City of San Fernando
Attn: Chris Marcarello
Deputy City Manager/Public Works Director
117 Macneil Street
San Fernando, CA 91340
Tel: (818) 898-1222
Fax: (818) 361-6728

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax confirmation slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.4 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.6 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other consultants in connection with the various projects worked upon by CONSULTANT.
- 6.7 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall

have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.10 GOVERNING LAW; VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 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.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification, or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications, or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party that is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:

City of San Fernando

By:  _____Name: BRIAN SAEKITitle: CITY MANAGER

APPROVED AS TO FORM:

By:  _____
City Attorney**CONSULTANT:**By:  _____Print: Hsu SubtsuguTitle: PRESIDENT - MANAGING PARTNER

EXHIBIT "A"**SCOPE OF WORK**

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The selected firm will be expected to furnish all personnel to provide the following services:

A. Administration

The proposer shall assign a project manager (PM) to this project that will be the main point of contact with City staff. The PM must be available to:

1. Coordinate Project Kick-Off Meeting.
2. Attend meetings and provide a written report to City staff after each meeting about the progress in performing required tasks to be able to host a successful event.
3. Host monthly Technical Advisory Meetings to discuss and guide event implementation. Key stakeholders will be invited to participate in the meetings.
4. Provide a list of your partners and their roles in the event planning and production
5. Coordinate with City staff to implement the usual health activities as part of this Open Streets Event.
6. Submit appropriate procurement forms.

B. Community Outreach

1. Provide informational handouts and press releases to inform the public.
2. Online and Social Media Outreach.
3. Conduct workshops prior to the event to educate residents.
4. Recruit and manage volunteers to work the day of the event.

C. Management/Coordination for Event Day

1. Finalize route with Public Works (from both City of San Fernando and City of Los Angeles) and Public Safety staff. Ensure that all soft and hard closures are feasible for the day of the event.
2. Identify a wide array of eateries, cafes, boutiques, entertainment, art galleries and other businesses to serve in the assigned activity zone/hub area.
3. Coordinate with Metro and municipal transit service operators to provide access to the event.
4. Provide an outline of the general elements/ideas/goals that will be represented in the activities along the route. Implement these elements/ideas/goals in the assigned activity zones/hub areas.
5. Promote and implement healthier environments, active living and sustainable communities.
6. Follow all City permitting procedures and guidelines.

D. Event Day-Responsibilities

1. Set-up activity zones/hub areas.
2. Manage volunteers.
3. Coordinate with vendors and businesses along the route.
4. Designate areas for Bicycle Parking and portable restrooms.
5. Clean-Up Crew.

E. Project Close-Out

1. Data Analysis & Evaluation.
2. Complete all Federal procurement forms.

ATTACHMENT "D"**Ismael Aguila**

From: Thomas, Brett <ThomasBJ@metro.net>
Sent: Friday, September 23, 2016 10:36 AM
Subject: Open Streets Grant Program Board Decision
Attachments: Attachment B-1 Summary and Funding Recommendation-.pdf

Dear Open Streets Applicant,

On Thursday, September 22, 2016 the Metro Board approved Cycle Two of the Open Streets Grant Program providing funding to support 18 Open Street events to be held throughout Los Angeles County through December, 2018. I am pleased to inform you that your funding request has been approved per the attached list. You previously provided the Scope of Work and Financial Plan for your event and we plan to start drafting your Funding Agreement with those documents. We will be in touch to request any needed additional documentation to support routing your Funding Agreement and to eventually receive signature from the appropriate authority at your agency. The effective date of the Funding Agreement will be September 22, 2016.

We would also like to invite you to join us at CicLAvia Heart of LA on October 16 to see a successful Open Street event in operation. If you do not have a bike we will provide passes to the Metro Bike Share system that has many stations located along the route. For more recent information on Open Streets programs around the country check out this article from [USA Today](#).

Congratulations, and please do not hesitate to reach out to us with any questions.

Sincerely,

Brett Thomas
LA Metro
Transportation Planner
Countywide Planning
213.922.7535 W
909.435.8371 C
metro.net/bikes | facebook.com/bikemetro | @bikemetro
Metro provides excellence in service and support.

CYCLE TWO APPLICATIONS

Applicant	Open Street Event	Date	Rail Stations and Regional Bike/Ped Paths	Length in Miles	First Event	Disadvantaged	Multi-Jurisdictional	Score	Total Request	Awarded
1 West Hollywood	CicLAvia: Meet the Hollywoods	Spring 2018	Sunset/Vermont, Hollywood/Western, Hollywood/Vine, Hollywood/Highland	5.5	X	X	X	92.3	\$ 298,000.00	\$ 298,000.00
2 Burbank	Burbank on the Boulevard	Spring 2017	North Hollywood Station, Downtown Burbank Station, Chandler Bike Path	3.27	X			89.3	\$ 149,000.00	\$ 149,000.00
3 Culver City	CicLAvia: Culver City to the Beach	Spring 2017	Culver City Station, Ballona Creek Bike Path, North County Bike Path	6.58			X	89.0	\$ 298,000.00	\$ 298,000.00
4 Los Angeles	CicLAvia Heart of LA	Winter 2018	7th/Metro Center, Westlake/MacArthur Park, Pershing Square, Civic Center/Grand Park, Union Station	6		X		87.0	\$ 312,800.00	\$ 312,800.00
5 Baldwin Park	Pride of the Valley Open Streets	Summer 2017	Baldwin Park Station, Duarte/City of Hope Station, San Gabriel River Trail	6.8	X	X	X	86.8	\$ 206,821.00	\$ 206,821.00
6 Vernon	River to Rail: Vernon & Huntington Park's Open Streets Event	Summer 2017	Slauson Station, Los Angeles River Bike Path	5.17	X	X	X	86.8	\$ 199,000.00	\$ 199,000.00
7 Los Angeles	CicLAvia Heart of LA	Fall 2017	7th/Metro Center, Westlake/MacArthur Park, Pershing Square, Civic Center/Grand Park, Union Station	6		X		83.8	\$ 312,800.00	\$ 312,800.00
8 Los Angeles	CicLAvia Iconic Wilshire	Winter 2017	7th/Metro Center, Westlake/MacArthur Park, Wilshire/Vermont, and Wilshire/Western	6.3				79.5	\$ 312,800.00	\$ 312,800.00
9 Glendale	CicLAvia: Glendale meets Atwater Village	Spring 2017	Glendale Station, Los Angeles River Bike Trail	3	X	X	X	78.8	\$ 179,520.00	\$ 179,520.00
10 Santa Monica	Coast Santa Monica's Open Street Event	Summer 2018	Downtown Santa Monica Station, North County Bike Path, Expo Bike Path	2.06				78.7	\$ 149,000.00	\$ 149,000.00
11 Downey	Downey Ride & Stride Open Streets Event	Spring 2017	Lakewood Station	4.96		X		78.0	\$ 125,528.00	\$ 125,528.00
12 San Fernando	Healthy San Fernando Open Street Event	Fall 2017	San Fernando Station, Metrolink Bike path	4	X	X		77.5	\$ 148,800.00	\$ 148,800.00
13 Long Beach	Beach Streets: Anaheim Corridor	Fall 2016	Anaheim Street Blue Line Station, Los Angeles River Bike Trail	4.1		X		77.3	\$ 190,000.00	\$ 190,000.00
14 Whittier	Whittier Walk and Roll Street Festival	Summer 2017	Whittier Greenway Trail	6	X	X		76.8	\$ 119,000.00	\$ 119,000.00
15 Montebello	Cruising Whittier Blvd.	Spring 2018	Maravilla Station, Rio Hondo Bike Path	4.95	X	X	X	76.0	\$ 149,000.00	\$ 149,000.00
16 San Dimas	CicLAvia: Route 66	Spring 2018	Claremont Station, Pomona North Station	5.76	X	X	X	75.0	\$ 596,000.00	\$ 596,000.00
17 Los Angeles	San Pedro Wilmington Open Streets	Summer 2017		4.23		X		74.3	\$ 289,600.00	\$ 289,600.00
18 Artesia	Artesia International Street Fair & Diversity Festival	Fall 2016		0.5	X			68.3	\$ 96,000.00	\$ -
19 Redondo Beach	Artesia-A-Go-Go	Summer 2018		1	X			62.3	\$ 120,000.00	\$ -
Total									\$ 4,251,669.00	\$ 4,035,669.00

CYCLE ONE CANCELED EVENT

				Length in New						
Applicant	Open Street Event	Date	Rail Stations and Regional Bike/Ped Paths	Miles	App	Disadvantaged		Score	Award	Reprogrammed to Cycle Two
Carson	Car Free Carson	Spring 2016	Del Amo Station	5	X	X		92	\$ 100,000.00	\$ 100,000.00

CYCLE ONE POSTPONED EVENT

Applicant	Open Street Event	New Date	Rail Stations and Regional Bike/Ped Paths	Length in Miles	New App	Disadvantaged	Score	Original Award	Max needed to execute event
South Pasadena	626 Gloden Streets	Spring 2017	Arcadia, Monrovia, Duarte, Irwindale, Alameda in Azusa, Citrus. San Gabriel River Regional Pedestrian/Bicycle Trail	17+	X	X		393,600	200000

**Metro**

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Open Streets Cycle 2 Application

All fields are required for application submission unless noted.

Application

General Information

1. City/Government Agency Name: **City of San Fernando**
2. Project Manager Name: **Ismael Aguila**
3. Project Manager Title and Department: **Recreation and Community Services Director, Department of Recreation and Community Services**
4. Project Manager Phone Number: **818-898-1290**
5. Project Manager E-mail Address: **iaguila@sfcity.org**
6. City Manager Name: **Brian Saeki**
7. City Manager Phone Number: **818-898-1201**
8. City Manager E-mail Address: **BSaeki@sfcity.org**

General Open Street Event Information – 10 points

9. Open Street Event Name

Maximum Allowed: 150 characters.

Healthy San Fernando Open Streets Event

10. Event Description *Maximum Allowed: 500 characters.*

This event will turn 4 miles of public streets into an urban playground, void of motorized forms of transportation. The event will capitalize on the success of the City's annual 5K Relay and include five (5) zones or destination "Legs;" including bike and pedestrian safety training, physical challenges, an art walk and parade, Refuel Right! nutrition demos, and active transportation awareness. It will include local merchants, non-profit/faith-based organizations, and private corporations.

11. Estimated Route Length (in miles): **4**

Maximum Allowed: 4 digits.

12. Estimated Number of Signalized Intersections:

Maximum Allowed: 3 digits

27

13. Estimated Route Beginning Location:
(Example – Downtown Sunnytown @ Sunny Street & Main Street)
Maximum Allowed: 150 characters.

The route allows participants to enter from all four corners of the City; however, the main entrance/kick off will be at the Sylmar/San Fernando Metrolink.

14. Estimated Route Ending Location: (Example – Mid-Town Sunnytown @ Sunny Street & Happy Street)
Maximum Allowed: 150 characters.

The route allows participants to exit out of all four corners of the City, effectively connecting Sylmar, Pacoima and Mission Hills.

15. Attach a map of the proposed route. A digital map made in Google maps or ArcGIS is preferred. **Attached**

16. Does the event include rail grade crossings? (Y/N) **Yes**

If “YES” for Question 16

16A. How many grade crossing exist along the proposed route and what are their locations? (NOTE: Additional staff resources will be required for each grade crossing at the cost of grantee).

Maximum Allowed: 150 characters

City staff is available to manage two Metrolink rail grade crossing, existing on MacLay Avenue, north of Truman Street, and on Hubbard.

Project Feasibility – 30 points

17 Estimated Month & Year of Event: (Funds will be available starting in fall 2016, pending Metro Board approval. Event must be staged by December 31, 2018)
Maximum Allowed: 6 digits

September 2017

18. Does your City’s General Plan or other planning program support open street event and/or active transportation?

(Examples include: adopted a Complete Streets Policy or Updated Circulation Element to include Complete Streets, adopted a Bike Plan, adopted a Pedestrian Plan, Developing or implementing Bike Share Programs, Adopted Climate Action Plans, and Implementation of Parking Management Programs to encourage more efficient use of parking resources)

Maximum Allowed: 500 characters

A top priority in the City of San Fernando is to make it safe and easy to walk and bike to schools and other local destinations. In the fall of 2017, the city will be developing a city-wide Safe Routes to School (SRTS) plan for each of the public schools located within the city. The proposed Open Streets event, will enhance

the objectives of the Safe and Active Streets Campaign. Additionally, the Maclay leg of the route will connect to the Metro-funded Pacoima/Slymar bike path.

19. Would your jurisdiction be amenable to reduced scope or route length? Y/N **YES**

Partnerships

20. Will your city partner with any other city or agency (including non-profits and other community partners)? Y/N **Yes**

If "YES" for question 20

20a. List your partners and their role in the event planning and production:

Maximum Allowed: 600 Characters

The City will partner with City of LA and Providence Holy Cross Medical Center, a regional medical center serving San Fernando, Santa Clarita and Simi Valley areas. The City and Providence have been partnering together for over 3 years to host similar health and active lifestyle events. Utilizing their wide service areas, Providence will assist the City in marketing the event regionally. The City will partner with other agencies, such as CSUN (for physical activity programming), Ford Theatre Foundation (for cultural/arts programming) and other nonprofits that partner with the City for events.

If "YES" for question 20

20b. Do any of the partners (including the applicant) have previous experience organizing large public events (such as large city-wide or region-wide events related to transportation, athletics, cultural celebrations and/or public health such as athletic races or streets fairs)? List and describe. *Maximum Allowed: 800 Characters*

For 30+ years, the City has hosted the Menudo Festival (30k people), Fireworks Celebration (10k), and Holiday Parades (25k). Since 2010, the City has managed the Healthy San Fernando Campaign, designed to promote healthy lifestyles and active transportation in the Northeast SFV, including City Concerts (2k+ participants), Swim Nights (1k), JAMM Sessions (cultural art dancing programming) (3k+), Tree Lighting Celebration (1k+), Day of the Dead (2k), Health Expo (500), Providence Holy Cross Healthy San Fernando 5k Run/Walk Relay (2k+). The City has experience closing streets for past events.

If "NO" for question 20

20c. What is your city doing in lieu of partnerships with cities or agency (including non-profits and other community partners) to engage the community and make the event successful? *Maximum Allowed: 800 Characters*

Event Budget

21. What is the total estimated cost of the event? *Maximum Allowed: 10 characters.*

\$178,800

22. What is the requested grant amount? *Maximum Allowed: 10 characters*
\$148,800

23. What is the proposed local match amount? (min 20% in-kind required)
Maximum Allowed: 10 characters.
\$30,000

24. What are the estimated outreach costs? *Maximum Allowed: 10 characters.*
\$21,900

25. What are the estimated pre-event planning costs? *Maximum Allowed: 10 characters.*
\$135,500

26. What are the estimated day of event staging costs (including staffing, rentals, permits, etc.)? *Maximum Allowed: 10 characters.*
\$21,400

27. Agencies are required to provide a 20% match: Will you provide an in-kind or a local fund match?

1. In-kind – **YES**
2. Local Fund Match

28. What is the amount (or value) of the local match? (Answer to #21 x 0.2).
\$35,760

29. What is the event cost per mile (Answer to #11 / Answer #21)?
\$56,761.90

30. Attach completed Financial Plan and event Scope of Work templates provided at
<https://www.metro.net/projects/active-transportation/metro-open-streets-grant-program/>

See Attachment

Marketing and Outreach

31. Will the event organizers perform outreach to local businesses along the event route? Y/N **YES**

If “YES” to question 31

31a. What strategies will you employ to encourage increased participation of businesses located along the event route? *Maximum allowed 150 characters*
City will work with San Fernando Chamber and Mall Association, provide event presentations at meetings/mixers and distribute business flyers.

32. Does the open street event require coordination with Metro and/or municipal transit service operators to provide access to the event? Y/N
YES

33. Upload a letter of support from the city/county applicant and if applicable each city/non-profit/other partner. (Please include all letters in one PDF).

Route Setting – 30 points

34. Will the route be along or connect to commercial corridors? Y/N Explain.

Maximum Allowed: 1000 characters.

Yes, the City's major commercial corridor (San Fernando's Historic Downtown District, also known as the San Fernando Mall) is located on San Fernando Road and connects each "leg" of the route, effectively making the corridor the central point of connectivity and activity. The Downtown District boasts more than 20 small businesses, including, but not limited to, retail and fashion stores, dental and health clinics, salons, spas and restaurants. The Downtown District is also home to kid-friendly spaces, such as Adventure Playhouse, which promotes family fun through physical activities.

Just outside of the Downtown District, on the eastern portion of San Fernando Road, is a Bank of America and car dealerships. New development and businesses exist on the western edges of San Fernando Road and on Hubbard, connecting to the Sylmar/San Fernando Metrolink station.

35. Will the route be along or connect to cultural, architectural, recreational and/or historical destinations and events? Y/N Explain.

Maximum Allowed: 1000 characters.

Yes. The route is located entirely in the oldest city in the SFV, therefore includes several cultural, architectural, recreational and historic destinations, such as:

- 1) San Fernando Historic Downtown District (San Fernando Rd): Culture and history converge at the epicenter of the route, with 15+ multicultural shops/businesses, inhabiting historically significant buildings, such as the JC Penney's building.
- 2) Morningside Elementary (Maclay Ave): City's oldest, yet operational elementary school. It is part of the CA Register of Historical Resources. Its architectural façade is of interest as it mirrors the backdrop of the San Fernando Valley mountains.
- 3) Lopez Adobe (Maclay Ave): Constructed in 1882, this historical/cultural landmark is on the National Registrar and offers a natural staging area and bathrooms.
- 4) Mission San Fernando (SF Mission Blvd): Seventeenth mission built in CA.

The route will also connect to the City's annual recreational event, the 5K Relay Walk or Run.

36. List and describe the pedestrian and bicycle infrastructure along or adjacent to the route. Specify which infrastructure (if any) was funded by Metro.

Maximum Allowed: 1000 characters.

The proposed Open Streets event for the City of San Fernando will utilize portions of the Metrolink Class 1 bike path located between the Metrolink railroad tracks and San Fernando Road from the Sylmar Metrolink Station on the northeast to the San Fernando City Limits on the south. In addition, Brand Boulevard will be utilized for the western leg of the Open Streets route where Class 2 bike lanes exist that will access business, recreational and cultural activities associated with Brand Park and the old historic San Fernando Mission. The Metrolink Class 1 Bike Path was funded through the 1999 Metro Call for Projects and continues to link the community with the Sylmar Metrolink Station and the communities of the City of Los Angeles. In addition, the City of Los Angeles has recently opened a 2.75 mile extension of the Metrolink Bike Path to extend south from the San Fernando City Limits to Branford Street. This was also funded by the Metro Call for Projects.

37. What are the average elevation gain/loss and the highest and lowest elevations in proposed route? (Tip: you can use a free website like www.mapmyride.com to calculate this information).

Average Elevation Gain/Loss: 1066.6 (1% +/-)

Highest: 1113.76 feet

Lowest: 1019.49 feet

38. Provide an outline of the general programming elements/ideas/goals that will be represented in activities along the route the day of the event (an example is public health goals will be highlighted by fitness classes such as yoga along the route).

Maximum Allowed: 1000 characters.

Element 1. Awareness of Active Modes of Transportation. This will be promoted throughout the event via route-wide games and activities. The Active Transportation “leg” of the route will occur at and around the Metrolink Station.

Element 2. Bike/Ped Safety. This “leg” of the route will include a bicycle rodeo for tots and children, BMX stunt show for teens/young adults, and an interactive workshop for adults.

Element 3. Physical Fitness. This “leg” of the route will include an obstacle course, Zumba, yoga, hip hop, hula hoops, and various fitness challenges for all ages.

Element 4. Nutrition. This “leg” of the route will include contests, such as testing participant’s knowledge of nutritional values of food, while they enjoy healthy food trucks.

Element 5. Culture/History. This “leg” of the route will highlight San Fernando Valley’s rich historical and cultural heritage. It will be the epicenter of the route and include spin art, hair art, music, chalk on the streets, and a parade.

39. Use EnviroScreen score to determine the average score of the combined census tracts that are located directly adjacent to the route.

<http://oehha.maps.arcgis.com/apps/Viewer/index.html?appid=112d915348834263ab8ecd5c6da67f68>

Maximum Allowed: 4 digits

79%

Regional Significance – 30 Points

40. Will the event draw participation from a regional audience? Y/N

YES

If “YES” for question 40

40a. Briefly describe the marketing strategy you will employ to insure event participation from nearby jurisdictions and throughout the county. *Maximum allowed: 150 characters*

Leverage existing 5K partnerships, e.g. Providence Holy Cross/Olive View Med Centers (2 large SFV facilities)/CSUN, to promote event regionally.

41. Will the route connect multiple cities? Y/N

YES

If “YES” to question 41

41a. How will the route connect multiple cities? How will you insure connectivity throughout the route, coordination between multiple agencies and a sense of one contiguous event?

Maximum Allowed: 1000 characters.

The route will link the City of San Fernando’s attractions and Downtown area with the City of Los Angeles’ Metrolink Station and Los Angeles’ San Fernando Mission. The route will be the first Open Streets event involving both the City of San Fernando and the City of Los Angeles.

Having been the first incorporated and established municipality in the SFV, the City of San Fernando is surrounded and bounded by the City of Los Angeles. This unique characteristic has contributed to shared histories, culture, characteristics and interconnected communities between the two Cities. It has also led to a naturally occurring sense of unity and connectivity.

While the geography of the area has helped weave the two Cities throughout the decades, the City of San Fernando will lead the coordination effort with the City of Los Angeles and Metro to ensure the route reflects this spirit via cohesive street banners, markers, colors and any other “day of” marketing materials.

42. Will the project connect neighborhoods or cities that have active transportation and/or transit facility gaps? Y/N Explain.

Maximum Allowed: 1000 characters.

Yes. The City of Los Angeles’ Sylmar community has a regional rail station

(Metrolink) northwest of San Fernando. This station will be the transit hub for participants to arrive and depart from the event. The City will work with the City of LA to plan directional signage at this facility and banners to encourage use of the station for the event. The City also has the Metro Rapid (Line 744) bus line trending along Brand Blvd and Truman St that can connect participants to the Open Streets event as well. The event will also connect residents and businesses from the City of San Fernando, to adjoining neighborhoods, institutions and cultural sites within the City of Los Angeles, including; the communities of Pacoima, Arleta, Mission Hills, Sylmar, Granada Hills, San Fernando Mission, Brand Park, Mission College, Providence Holy Cross Hospital, Olive View Med. Center, San Fernando Japanese American Community Center, and public and private school sites.

43. Will the event route connect directly to a Metro Rail or Metrolink Station? Y/N

YES

If "NO" to question 43

43a. How will you transport people to the event other than by personal automobile? Explain how you will use organized bike trains/feeder rides (groups of people who travel by bike together), bike-bus shuttles (that carry a minimum of 10 bikes each) or other multi-modal options to transport people to the event.

Maximum Allowed: 1000 characters

44. List all the transit stations within ½ mile radius of the proposed event and describe how you will coordinate with the stations transit operators.

Maximum Allowed: 1000 characters

Transit Stations: Metrolink: Sylmar/San Fernando Station

This Open Streets event will incorporate Active Transportation activities and entertainment at the region's popular Metrolink station, Sylmar/San Fernando Station, located at Hubbard Avenue and Hubbard Street/San Fernando Road. This site will be used to encourage Open Streets participants to utilize the Metrolink system to access this event as well as utilizing the parking space as a gathering to begin and/or end the event route. Participants can easily access this event from the Santa Clarita region as well as from the Los Angeles region using the Metrolink trains. In addition, Metro Rapid Bus Line 744 can provide quick and easy transit services from the Burbank Airport as well as the downtown Los Angeles area to help shuttle participants to this event. The City's local circulator trolley buses can also provide transit access to all parts of the City to help shuttle participants to-and-from event sites.

45. Has the applicant jurisdiction been host to an Open Street event in the past? Y/N

If "YES" to question 45

NO

45a. What was the name of the previous Open Street event hosted in the jurisdictions?

Maximum Allowed: 100 characters

N/A

46. If your agency plans to submit more than one application, please rank this application in order of priority with 1 being the most important and 2 the second most important, etc.

N/A

EXHIBIT A

SCOPE OF WORK

Event Name: Healthy San Fernando Open Streets Event

Event Date and Time: Sunday, September 24, 2017 | 10am to 2pm

Event Description:



The Healthy San Fernando Open Streets event will support the City of San Fernando Mayor's priorities for 2016-2017 fiscal year and will capitalize on the City's annual *Providence Holy Cross Healthy San Fernando 5K Walk and Relay* event, which typically attracts more than 2,000 participants from across the San Fernando Valley and Los Angeles County. The Relay is a collaborative effort with one of San Fernando

Valley's largest regional hospitals, Providence Holy Cross Medical Center, and is part of the City's campaign to increase public awareness of obesity-related diseases while educating the community on the prevention of diseases through active living and healthy eating. The 5K Walk and Relay lasts from 8am to 10am and includes a Relay Race, Tot Run, and Health Fair.

The Healthy San Fernando Open Streets event will begin immediately after the 5K Walk and Relay by effectively turning 4 miles of streets into a paved, urban playground, devoid of all motorized forms of transportation. It will incorporate the City of Los Angeles to include the Metrolink Station (a major transit hub) and the City of Los Angeles' Mission San Fernando Rey de España (the seventeenth Mission in the State of California located in the Mission Hills Area).

In keeping with the 5K Walk and Relay theme, the Healthy San Fernando Open Streets route will include five (5) destination "Legs," or zoned areas with different family-friendly activities for all age groups at the end of each leg of the route. This will encourage participants to physically bike and walk up and down each leg of the route in order to reach a different activity and effectively create a longer route without the need to close additional streets.

As shown on the Event Map (provided at the end of the Scope of Work), the City has programming in place for each leg. A description of the programming and activities for each leg is provided below:

Leg 1. Active Transportation – With its close proximity (less than .5 miles) to the MetroLink Sylmar/San Fernando Station, this "leg" of the route will promote the use of active transportation.

- a. All age groups will get to learn the local San Fernando Valley and Los Angeles County transit system through an interactive



workshop and booths.

- b. The leg will include route-wide games, such as a Healthy San Fernando “Passport” game, in which participants get prizes for successfully completing each leg.
- c. Bike feeders, organized through the City’s Open Streets event webpage, will also congregate in this area.
- d. Other Activities/Amenities: Roving Bike Repair Support, Hydration Station, Selfie Station.

Leg 2. Refuel Right! Fest – This “leg” of the route will promote healthy eating and nutrition.

- a. Making smarter food choices will be highlighted in this area with a “Guess those Macronutrients” pop up display, in which participants will get to guess macronutrients in various food displays. For example, a hamburger will be displayed in a glass case, with the question: “How much protein is in this hamburger?” People will get to cast a ballot with their guesses. An hour before the Open Streets event ends, winners will be announced and provided prizes. Similar food/beverage demos will also be incorporated.
- b. All age groups will get to enjoy the flavors of San Fernando Valley’s local cuisines and restaurants, along with healthy food trucks.
- c. Other Activities/Amenities: Music/DJ, Healthy Eating Contests.



Leg 3. Downtown Art Walk – The City of San Fernando is the oldest city in the San Fernando Valley and therefore has a rich, diverse and colorful history. This “leg” of the route will showcase and highlight the City’s historic Downtown district, mall, businesses. It will be the central hub connecting the entire route.

- a. All age groups will get to draw with chalk on the streets and watch live, local artists draw and paint. Local artists will also be able to display and sell their art, creating a true, art walk.
- b. A parade will be organized consisting of local, cultural dance groups and performances representing multicultural communities in the San Fernando Valley, such as Bollywood, Folklorico, and Aztec Dance JAM session.
- c. The historically significant Lopez Adobe will be included in this “leg” of the route, offering a dance floor where children can dance and move. Veracruz style musicians may also be incorporated in this area.
- d. A historic Downtown bike tour will also lead participants through the route to learn about the history of the City and of the San Fernando



Valley.

- e. Other Activities/Amenities: Spin Art (art made using bikes/wheels), Hair Art and Braiding, Face Painting, Music/DJ, Selfie Station.

Leg 4. InMotion: Bike/Ped Safety – This “leg” of the route will promote bicycle and pedestrian safety awareness, which is in line with the City’s current endeavor to create an Active Transportation and Safe Routes to School Plan.

- a. Children will get to learn how to stay safe while walking and biking in any setting, particularly in an urban environment, through a bicycle rodeo, beginning each hour.
- b. Teens and young adults will get to watch a BMX biking stunt show while also learning safety tips. They will also have chances to win helmets and other safety gear through raffles and contests.
- c. In addition to biking the area, adults will get to “Map Your Ride,” which will be an interactive experience, allowing adults to map their ride to work using existing multimodal modes of transportation. This will effectively allow them to learn new ways of getting to work that they may not have considered previously. They will also be able to visually compare active modes of transportation vs. automobile against their personal health and financial benefits.
- d. Other Activities/Amenities: Roving Bike Repair Support, Spa Water, Selfie Station.



Leg 5: ChallengeU: Physical Fitness – This “leg” of the route is a self-challenging zone meant to increase awareness of participant’s own personal fitness.

- a. Children will get to enjoy various small activity challenge booths. Once each is completed, children will be able to dash, pedal and move through a larger obstacle course to obtain a health-related prize.
- b. Teens and adults will learn the benefits of physical activity through an interactive experience, involving a series of fitness challenges, testing strength, cardio, aerobics and other measures of physical fitness. Upon completion, participants will learn how to improve their current fitness level.
- c. Other Activities/Amenities: Zumba, Yoga, Hip Hop, Ping Pong, Hula Hoops, Outdoor Waterless Rowing, Jump ropes, resistance bands, hurdles, sandbags, agility ladders, battle ropes, Pop Up Arcade, Selfie Station.



Booths will be spread throughout the route to include local merchants, non-profit/faith-based organizations, and private corporations.

Agenda

(1) 5K Walk or Run

8:00 a.m. tot run

8:30 a.m. 5K individual run

9:30 a.m. 5K relay run

(2) Healthy San Fernando Open Streets

10:00 a.m. Open streets

2:00 p.m. End of Open streets

Event Location: City of San Fernando and City of Los Angeles, specifically San Fernando Road (from Hubbard to Fox), Hubbard Street (from San Fernando Road to Frank Modugno Drive), Frank Modugno Drive (from Hubbard to Metrolink Station), San Fernando Mission Boulevard (from Columbus Avenue to San Fernando Road), Brand Boulevard (from Southern City Limit to San Fernando Road), McClay Avenue (from 5th Street to Pico Street).

Roles and Responsibilities: The City of San Fernando will be the lead agency, with support from the City of Los Angeles, and oversee all work related to this event, as follows:

- (1) The City will work with non-profits and other organizations in order to ensure a successful event.
 - a. Current partners who have already pledged their services include:
 - i. Providence Holy Cross Medical Center
 - ii. California State University Northridge
 - iii. San Fernando Downtown Mall Association
 - b. Other potential partners, with whom the City is currently working with to implement the 5K Relay Walk or Run event, include:
 - i. San Fernando Chamber of Commerce
 - ii. Kaiser Permanente
 - iii. LA Care Health Plan
 - iv. Ford Theatre Foundation (cultural/dance programming)
 - v. Relay for Life
 - vi. Facey Medical Group
 - vii. LA Mission Community College
 - c. Specific active/multi-modal focused organizations which can potentially offer assistance include, but are not limited to:
 - i. San Fernando Valley Bicycle Club (SFVBC)
 - ii. San Fernando Valley Mountain Bikers
- (2) The City will select, through a formal RFP process, a consultant to manage, promote and implement the event, including communications through print, news, radio and social media. The consultant will also brand the project, including website, flyers and other marketing strategies.

Contact Information: Ismael Aguila, Recreation and Community Services Director Phone: (818) 898-1290, Email: IAguila@sfcity.org

Event Map



EXHIBIT B FINANCIAL PLAN

The total cost of the Project is \$178,800. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Category	<u>(Metro Grant Award)</u>	<u>Local Match</u>
Non-Infrastructure	\$148,800	\$30,000

Sources of Federal Financial Assistance

<u>UZA ID</u>	<u>Funding Source</u>	<u>Amount</u>
9154 LACMTA	Metro Grant Funds	\$148,800

Local Match

FUNDING SOURCES	TOTAL (\$)	GRANT(\$)	LOCAL (\$)¹
1. Metro Grant Award	178,800	148,800	30,000

ELIGIBLE COSTS	TOTAL (\$)	GRANT (\$)	LOCAL (\$)¹
Outreach cost	21,900	18,900	3,000
Pre-event Planning costs	135,500	114,200	21,300
Event Day costs (Staffing, rentals, permits, etc.)	21,400	15,700	5,700
Total	178,800	148,800	30,000

1. In-kind local contribution as required by the Metro Open Streets Grant Program. Toll credits are programmed in lieu of a local match to meet Federal matching requirements.



SAMPLE FLYER



Event Name

Healthy San Fernando Open Streets Event

Event Date and Time

October 8, 2017

10 am - 2 pm

Event Description

Walk, run and bike roughly 3 miles of open streets and experience the City of San Fernando like never before!

The Healthy San Fernando Open Streets event will begin immediately after the 5K Walk and Relay by effectively transforming miles of streets into a paved, urban playground, devoid of all motorized forms of transportation.

Enjoy the 5 legs of the route and follow us on Twitter, Facebook and our website for event day updates!

The 5 "Legs" of the Route

1

Active Transportation

- Roving Bike Repair Support
- Hydration Station
- Selfie Station
- Interactive workshop and booths

2

Refuel Right! Fest

- Music/DJ
- Healthy Eating Contests
- Food Trucks
- Games

3

Downtown Art Walk

- Spin Art
- Hair Art and Braiding
- Face Painting
- Parade and Cultural Dances

4

InMotion: Bike/Ped Safety

- Bike Rodeo
- BMX Bike Stunt Show
- Spa Water
- "Map Your Ride" Interactive Workshop

5

ChallengeU: Physical Fitness

- Zumba, Yoga, Hip Hop
- Ping Pong, Obstacle Courses,
- Jump Ropes, Pop Up Arcade



Healthy San Fernando Open Streets Route



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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Councilmember Sylvia Ballin

Date: February 21, 2017

Subject: Discussion Regarding Commissioner Stipend

RECOMMENDATION:

I have placed this on the agenda for City Council discussion and consideration. I am proposing that commissioners who attend a scheduled commission meeting are paid the stipend if the scheduled commission meeting is cancelled due to a lack of quorum.

BUDGET IMPACT:

The City pays each commissioner \$50.00 for each meeting attended. There is typically one meeting scheduled each month for a total of \$600.00 for each commissioner.