



*Mayor Antonio Lopez • Mayor Pro Tem Sylvia Ballin  
Councilmember Jesse H. Avila • Councilmember Joel Fajardo • Councilmember Robert C. Gonzales  
Interim City Manager Don Penman*

**SAN FERNANDO CITY COUNCIL**  
**REGULAR MEETING NOTICE & AGENDA**  
**OCTOBER 21, 2013 – 6:00 PM**

**COUNCIL CHAMBERS**  
**117 MACNEIL STREET**  
**SAN FERNANDO, CA 91340**

**CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

Mayor Antonio Lopez

**PRESENTATIONS**

- a) NATIONAL MASSAGE THERAPY AWARENESS WEEK (OCTOBER 20–26)

**APPROVAL OF AGENDA**

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There will be a three (3) minute limitation per each member of the audience who wishes to make comments in order to provide a full opportunity to every person who desires to address the City Council.

**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) **OCTOBER 7, 2013 – SPECIAL MEETING**
- b) **OCTOBER 7, 2013 - REGULAR MEETING**
- c) **OCTOBER 10, 2013 – SPECIAL MEETING**



**SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE & AGENDA – OCTOBER 21, 2013  
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- 2) REQUEST TO APPROVE WARRANT REGISTER NO. 13-102**
- 3) ADOPTION OF ORDINANCE NO. 1628 AMENDING CHAPTER 106 TO PROVIDE THE NECESSARY REGULATIONS GOVERNING THE REVIEW AND ISSUANCE OF DENSITY BONUSES FOR AFFORDABLE HOUSING DEVELOPMENTS IN COMPLIANCE WITH STATE HOUSING LAW**

Recommend that the City Council waive full reading of Ordinance No. 1628 and adopt by title only, "An Ordinance of the City of San Fernando, California, Amending Chapter 106 (Zoning) of the San Fernando City Code to Establish Division 15 to Article VI to Create the Required Regulations to Allow the City to Provide Increased Density for Housing Developments that Incorporate a Percentage of the Units of a Project as Affordable Units, As Required For Compliance with State Density Bonus Law".

- 4) ADOPTION ORDINANCE NO. 1629 AMENDING CHAPTER 106 TO PROVIDE THE NECESSARY REGULATIONS GOVERNING THE ISSUANCE OF REASONABLE ACCOMMODATIONS IN COMPLIANCE WITH FEDERAL AND STATE HOUSING LAW**

Recommend that the City Council waive full reading of Ordinance No. 1629 and adopt by title only, "An Ordinance of the City of San Fernando, California, Amending Chapter 106 (Zoning) of the San Fernando City Code to Establish Division 16 to Article VI to Provide the Required Regulations to Allow the City to Review and Facilitate the Issuance of Reasonable Accommodations to Persons with Disabilities, as Required by Federal and State Housing Law".

## **NEW BUSINESS**

- 5) CONSIDERATION TO ADOPT RESOLUTION NO. 7570 AMENDING THE TABLE OF ORGANIZATION TO ADD TWO POLICE DESK OFFICER POSITIONS AND RESTRUCTURE THE COMMUNITY SERVICE OFFICER POSITIONS FROM FOUR FULL-TIME TO FOUR PART-TIME POSITIONS AND ADD ONE NEW PART-TIME JUNIOR CADET POSITION**

Recommend that the City Council adopt Resolution No. 7570 Amending the Table of Organization to accomplish the following:

- a. Add two full-time Police Desk Officer positions to the existing number of authorized positions from six to eight;
- b. Reorganize the Community Service Officer (CSO) program from four full-time CSOs to four part-time (20 hours per week) positions, with benefits; and
- c. Add one part-time Junior Cadet (not-to-exceed 18 hours per week) non-benefit position.



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**6) CONSIDERATION TO APPROVE A LICENSE AGREEMENT (CONTRACT NO. 1726) FOR USE OF PUBLIC PASEO AREA WITH 110 NORTH MACLAY AVENUE, LLC**

Recommend that the City Council approve a License Agreement (Contract No. 1726) with 110 North Maclay Avenue, LLC to allow for the development and use of the Public Paseo Area adjacent to 110 and 120 North Maclay Avenue.

**7) CONSIDERATION TO ADOPT RESOLUTION NO. 7568 AND AWARD A CONSTRUCTION CONTRACT (CONTRACT NO. 1727) FOR THE LOPEZ ADOBE ANCILLARY BUILDING AND LANDSCAPING PROJECT (CCHE GRANT NO. 07-b4-27)**

Recommend that the City Council:

- a. Adopt Resolution No. 7568, authorizing a budget adjustment in order to reallocate General Fund monies and the California Cultural and Historical Endowment (CCHE) grant funds to complete the Lopez Adobe Ancillary Building and Landscaping Project;
- b. Accept the lowest responsive bid in the amount of \$177,000 from IBN Construction Inc. for the construction of the Lopez Adobe Ancillary Building and Landscaping Project and site; and
- c. Authorize the Interim City Manager to execute a Construction Contract with IBN Construction Inc. (Contract No. 1727) for the contract amount of \$177,000.

**8) CONSIDERATION TO AWARD CONTRACT NO. 1725 – 12900 DRONFIELD AVENUE SITE PREPARATION AND ELECTRICAL UPGRADES, PHASE B (NITRATE PROJECT)**

Recommend that the City Council:

- a. Accept the lowest responsive bid in the amount of \$415,300 from MS Navarro Engineering for the Site Preparation and Electrical Upgrades for 12900 Dronfield Avenue, Phase 1B in preparation of the activation of the Ion Exchange Nitrate Removal Unit;
- b. Authorize the Interim City Manager to execute Construction Contract No. 1725 with MS Navarro Engineering in an amount not to exceed \$456,830, which includes a 10% contingency; and
- c. Adopt Resolution No. 7567 amending Fiscal Year (FY) 2013-14 City budget to transfer \$116,830 from fund 70-384-0000-4260 (Contractual Services) to fund 70-384-0000-4600 (Capital Projects).



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## CITY COUNCIL ITEMS

9) **CONSIDERATION TO ADOPT RESOLUTION NO. 7569 TO SUPPORT SENATE BILL 405 (PADILLA) THAT WOULD PHASE OUT SINGLE-USE PLASTIC BAGS ON CALIFORNIA**

This item was placed on the agenda by Mayor Antonio Lopez.

## GENERAL COUNCIL COMMENTS

## STAFF COMMUNICATION

## ADJOURNMENT

*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, City Clerk*

*Signed and Posted: October 17, 2013 (1:00 p.m.)*

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk's Office. 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's Office 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 Web Site at [www.sfcity.org](http://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's Office at (818) 898-1204 at least 48 hours prior to the meeting.

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**OCTOBER 7 2013 – 5:00 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Antonio Lopez called the meeting to order at 5:04 p.m.

Present:

Council: Mayor Antonio Lopez, and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Manager Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

Absent: Mayor Pro Tem Sylvia Ballin

**PLEDGE OF ALLEGIANCE**

Mayor Lopez

**APPROVAL OF AGENDA**

Motion by Councilmember Avila, seconded by Councilmember Fajardo, to approve the agenda. By consensus, the motion carried.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (5:06 P.M.)**

By consensus, Councilmembers recessed to the following Closed Session:

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – October 7, 2013**

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- A) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)  
Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive, City of San Fernando (APNs 2613-001-900, 2613-001-901, 2613-001-902, 2613-001-903, 2613-001-904, 2613-001-905 & 2613-004-900)  
Agency Negotiator: Interim City Manager Don Penman and Community Development Director Fred Ramirez, Lead Negotiators  
Negotiating Parties: Craig Garner of Deanco Healthcare, LLC  
Under Negotiation: Price and terms of sale of said property
- B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)  
Property: 1211 First Street, City of San Fernando (APN 2520-024-902)  
Agency Negotiator: Interim City Manager Don Penman and Community Development Director, Fred Ramirez, Lead Negotiators  
Negotiating Parties: David Dardashty  
Under Negotiation: Price and terms of sale of said property
- C) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED/POTENTIAL LITIGATION (G.C. §54956.9(d)(2))  
(One potential case)
- D) CONFERENCE WITH LABOR NEGOTIATOR (G.C. 54957.6)  
City Negotiator: Interim City Manager Don Penman  
Employee Organization: San Fernando Police Civilian Association (SEIU, Local 721)

**REPORT OUT FROM CLOSED SESSION**

City Attorney Olivarez reported the following:

- Items A and B – Interim City Manager Penman and Community Development Director Fred Ramirez gave the City Council a briefing on these items; direction was given to staff; no final action was taken; nothing further to report at this time.
- Item C – City Attorney Olivarez gave the City Council a briefing on this item; direction was given; no final action was taken; nothing further to report at this time.
- Item D – Interim City Manager Penman gave a briefing to the City Council; direction was given to the City Manager; no final action was taken; nothing further to report at this time.

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SPECIAL MEETING MINUTES – October 7, 2013  
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**ADJOURNMENT (5:55 P.M.)**

By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of October 7, 2013 meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez  
City Clerk*

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**October 7, 2013 – 6:00 P.M.  
REGULAR MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Antonio Lopez called the meeting to order at 6:06 p.m.

Present:

Council: Mayor Antonio Lopez, and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Manager Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

Absent: Mayor Pro Tem Sylvia Ballin

**PLEDGE OF ALLEGIANCE**

Mayor Lopez

**PRESENTATIONS**

The following presentation was made:

A) PARKS COMMISSION – SANTA ROSA YOUTH MINISTRY

**APPROVAL OF AGENDA**

Motion by Councilmember Avila, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

**SAN FERNANDO CITY COUNCIL****MINUTES – October 7, 2013****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Ricardo Benites, Sylmar, said he visited the San Fernando Museum and suggested that the City do better advertising (bigger signs).

John Blue inquired about a policy on how the City Council's mail is handled.

Maria Carrillo invited everyone to an upcoming book sale event at the San Fernando Library.

(Male Speaker – did not state name) congratulated Councilmember Gonzales for competing in a recent swim event and, in response to his comment, staff reported that 10 local schools currently use the Pool Facility.

**CONSENT CALENDAR**

Motion by Councilmember Avila, seconded by Councilmember Gonzales, to approve the following Consent Calendar Items:

- 1) APPROVAL OF MINUTES OF:
  - a) FEBRUARY 25, 2013 – SPECIAL MEETING
  - b) SEPTEMBER 16, 2013 – REGULAR MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 13-101
- 3) CONSIDERATION TO ADOPT RESOLUTION NO. 7561 APPROVING QUIMBY FUNDS FOR VIRTUAL PATROL SYSTEM UPGRADES

By consensus, the motion carried.

**PUBLIC HEARING**

- 4) CONSIDERATION TO ADOPT ORDINANCE NO. 1628 AMENDING CHAPTER 106 TO PROVIDE THE NECESSARY REGULATIONS GOVERNING THE REVIEW AND ISSUANCE OF DENSITY BONUSES FOR AFFORDABLE HOUSING DEVELOPMENTS IN COMPLIANCE WITH STATE HOUSING LAW

Assistant Planner Edgar Arroyo presented the staff report.

Mayor Lopez declared the Public Hearing open and called for public testimony.

John Blue talked about Senate Bill 1818 and believes that anything having to do with the bill should be closely monitored.



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In response to the speaker's comments, Community Development Director Fred Ramirez reported that under the Housing Element, the City must annually report to the State (the information reported is also listed on the City Manager's monthly report to the City Council).

There being no further comments, Mayor Lopez closed the public comment portion of the Hearing.

Motion by Councilmember Gonzales, seconded by Councilmember Avila, to:

- a) Adopt Resolution No. 7565 adopting the Initial Study and Negative Declaration for the proposed adoption of a Density Bonus Ordinance Amending City Code Chapter 106 (Zoning) and implementing Housing Element Program No. 9; and
- b) Introduce for first reading, in title only, and waive further reading of Ordinance No. 1628 "An Ordinance of the City of San Fernando, California, Amending Chapter 106 (Zoning) of the San Fernando City Code to Establish Division 15 to Article VI to Create the Required Regulations to Allow the City to Provide Increased Density for Housing Developments that Incorporate a Percentage of the Units of a Project as Affordable Units, As Required For Compliance with State Density Bonus Law".

The motion carried with the following vote:

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

- 5) CONSIDERATION TO ADOPT ORDINANCE NO. 1629 AMENDING CHAPTER 106 TO PROVIDE THE NECESSARY REGULATIONS GOVERNING THE ISSUANCE OF REASONABLE ACCOMMODATIONS IN COMPLIANCE WITH FEDERAL AND STATE HOUSING LAW

Assistant Planner Arroyo presented the staff report.

Mayor Lopez declared the Public Hearing open and called for public testimony.

John Blue suggested that the City use the phrase "granny garages" which would help the public to better understand this issue.

(Male Speaker – did not state name) said that illegal garage conversions currently exist and legal action taken should be consistent with City ordinances.

There being no further comments, Mayor Lopez closed the public comment portion of the Hearing.

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In response to the speaker's comments, Community Development Director Ramirez clarified that current language in the City Code does reference granny flats which is different than the code provisions for a second dwelling units.

Motion by Councilmember Avila, seconded by Councilmember Gonzales, to:

- a) Approve Resolution No. 7566 adopting the Initial Study and Negative Declaration for the proposed adoption of a Reasonable Accommodation Ordinance amending City Code Chapter 106 (Zoning); and
- b) Introduce for first reading, in title only, and waive further reading of Ordinance No. 1629 "An Ordinance of the City of San Fernando, California, Amending Chapter 106 (Zoning) of the San Fernando City Code to Establish Division 16 to Article VI to Provide the Required Regulations to Allow the City to Review and Facilitate the Issuance of Reasonable Accommodations to Persons with Disabilities, as Required by Federal and State Housing Law".

The motion carried with the following vote:

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

**GENERAL COUNCIL COMMENTS**

Councilmember Avila thanked Mayor Lopez, Councilmember Fajardo, and staff for hosting and assisting with the recent workshop regarding foreign trade zones. He also suggested that City Commissions give the City Council updates as to what they are working on.

Councilmember Gonzales thanked everyone who supported him on the Alcatraz Race swim event.

Mayor Lopez: 1) said it was honorable that Councilmember Gonzales took part in an event that raised money for scholarships; 2) thanked Councilmember Fajardo for putting together the foreign trade zone event (and thanked Community Development Director Ramirez for assisting at the last minute); and 3) reported that he attended the L.A. Fire Commission meeting recently and the fire contract with the City of L.A. will be moving forward for L.A. City Council approval.

**STAFF COMMUNICATION**

Community Development Director Ramirez gave an update regarding recent power outages and stated that Interim Public Works Director Bob Dickey was able to identify and address the

**SAN FERNANDO CITY COUNCIL****MINUTES – October 7, 2013****Page 5**

issues. As far as planned outages, staff is having on-going communications SC Edison to provide additional outreach and dissemination of information to the public.

**ADJOURNMENT (7:14 P.M.)**

By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of October 7, 2013 meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez*  
*City Clerk*

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**OCTOBER 10, 2013 – 5:30 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Antonio Lopez called the meeting to order at 5:37 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin, and  
Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Manager Don Penman and City Clerk Elena G. Chávez

**PLEDGE OF ALLEGIANCE**

Mayor Lopez

**APPROVAL OF AGENDA**

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to approve the agenda.  
By consensus, the motion carried.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (5:38 P.M.)**

By consensus, Councilmembers recessed to the following Closed Session.

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SPECIAL MEETING MINUTES – October 10, 2013  
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PUBLIC EMPLOYMENT (EMPLOYEE RECRUITMENT) G.C. §54957(b)(1)  
Title of Position Under Consideration: City Manager

**CONVENE/REPORT OUT FROM CLOSED SESSION (6:46 P.M.)**

No reportable action.

**ADJOURNMENT (6:46 P.M.)**

By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of October 10, 2013 meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez  
City Clerk*





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## **FINANCE DEPARTMENT**

### **MEMORANDUM**

**TO:** Mayor Antonio Lopez and Councilmembers

**FROM:** Rafaela T. King, Interim Finance Director/Deputy Finance Director

**DATE:** October 21, 2013

**SUBJECT:** Warrant Register

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#### **RECOMMENDATION:**

It is recommended that the City Council adopt a Resolution (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 Deputy 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 Deputy 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. Warrant Register Resolution

**ATTACHMENT "A"****RESOLUTION NO. 13-1002****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/  
WARRANT REGISTER NO. 13-1002****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 21<sup>st</sup> day of October, 2013.

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Antonio Lopez, Mayor

**ATTEST:**

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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 21<sup>st</sup> day of October 2013, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

**vchlist**

10/17/2013 10:48:29AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103632	10/21/2013	100066 ADS ENVIRONMENTAL SERVICES,INC	12496.22-0913	11031	FLOW MONITORING & WASTEWATER S 072-360-0000-4260	3,824.01 <b>3,824.01</b>
103633	10/21/2013	100067 ADVANCE DIRECT MAIL	10042013		WATER, SEWER, REFUSE, FOLD & STL 070-382-0000-4300 072-360-0000-4300 073-350-0000-4300	64.55 64.55 64.54 <b>193.64</b>
103634	10/21/2013	100070 ADVANCED ELECTRONICS INC.	0127193-IN 0129817-IN 0129818-IN	11012 11005	PTP LINK RENTAL - JULY 2013 001-420-0000-4260 COMPUTER MAINTENANCE 001-222-0000-4260 COMPUTER MAINTENANCE 001-222-0000-4260	272.50 2,724.56 3,648.00 <b>6,645.06</b>
103635	10/21/2013	100101 VERIZON WIRELESS-LA	270693253 460851202 561407019 660629692 870422920		PLANNING CELL PHONES 001-140-0000-4220 001-150-0000-4220 PD CELL PHONES 001-222-0000-4220 010-220-3641-4220 CITY YARD CELL PHONE & USB MODEM 070-384-0000-4220 001-390-0000-4220 072-360-0000-4220 001-320-0000-4220 VARIOUS CELL PHONES 001-106-0000-4220 070-384-0000-4220 PD CELL PHONES AND MDT MODEMS 001-222-0000-4220 001-105-0000-4220 001-152-0000-4220	5.40 33.22 163.55 26.70 59.59 3.58 0.73 3.58 61.96 18.40 942.11 33.21 114.03

Page: 1

**vchlist**

10/17/2013 10:48:29AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 2

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103635	10/21/2013	100101 100101 VERIZON WIRELESS-LA	(Continued)		Total :	1,466.06
103636	10/21/2013	100143 ALONSO, SERGIO	SEPT 2013		MARIACHI MASTER APPRENTICE PRO 010-424-3631-4260	550.00
					Total :	550.00
103637	10/21/2013	100222 ARROYO BUILDING MATERIALS, INC	115412		DUI TRAFFIC ACCIDENT PLANTER REF 001-341-0301-4300	103.06
			115413		CREDIT - MATERIAL RETURNED 001-341-0301-4300	-45.34
					Total :	57.72
103638	10/21/2013	100405 BONANZA CONCRETE, INC.	42263		DRIVEWAY APPROACH - 662 CHATSW 001-311-0301-4300	551.00
					Total :	551.00
103639	10/21/2013	100409 BOTACH TACTICAL	96100		SLING ATTACHMENT FOR SHOT GUNS 001-222-0000-4300	326.18
					Total :	326.18
103640	10/21/2013	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	993735		DOJ FINGERPRINTS FOR SEPT 2013 001-222-0000-4260	4,685.00
					Total :	4,685.00
103641	10/21/2013	100805 COOPER HARDWARE INC.	89851		MISC NUTS & BOLTS, COUPLINGS, PLL 070-383-0301-4300	37.49
			89864		LOCK LINKS FOR STOCK (PUMPER'S V 070-384-0000-4400	8.02
			89895		ELECTRICAL MERCHANDISE 070-384-0000-4320	27.14
			89923		CREDIT - ITEMS RETURNED 070-384-0000-4320	-27.14
			89933		INSTALL PARKING METER POLLS - 804 029-335-0000-4320	15.15
			89965		INSTALL PARKING METER POLLS - 804 029-335-0000-4320	18.18
			89967		INSTALL PARKING METER POLLS - 804 029-335-0000-4320	6.06

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vchlist 10/17/2013 10:48:29AM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103641	10/21/2013	100805 100805 COOPER HARDWARE INC.	(Continued)			<b>Total : 84.90</b>
103642	10/21/2013	100859 CROWN DISPOSAL	0000554446		HAULING FEES - SEPT 2013 073-350-0000-4260	65,959.60 <b>Total : 65,959.60</b>
103643	10/21/2013	100886 LOS ANGELES DAILY NEWS	0010407133 0010412484 0010413664		PUBLICATION OF NOTICE INVITING BIE 001-150-0000-4230 PUBLICATION OF DRONFIELD PHASE I 070-384-0857-4270 PUBLICATION OF NOTICE INVITING BIE 001-150-0000-4230	2,448.40 674.65 371.50 <b>Total : 3,494.55</b>
103644	10/21/2013	100937 CDPH-OCF	1360220		#1910143-WATER SYSTEM FEES 070-381-0000-4450	21,655.82 <b>Total : 21,655.82</b>
103645	10/21/2013	101010 DUTHIE POWER SERVICES INC.	999306		CITY HALL GENERATOR ANNUAL SERV 001-320-0000-4260	712.50 <b>Total : 712.50</b>
103646	10/21/2013	101147 FEDEX	2-415-38999		COURIER SERVICE 001-190-0000-4280	51.08 <b>Total : 51.08</b>
103647	10/21/2013	101302 VERIZON	8181811070 8181811126 8181811136 8181811380 8181973209 8181973210		POLICE PAGING 001-222-0000-4220 RADIO REPEATER 001-222-0000-4220 RADIO REPEATER 001-222-0000-4220 MWD METER 070-384-0000-4220 PARKS MAJOR PHONE LINES 001-420-0000-4220 PD MAJOR PHONE LINES 001-222-0000-4220	40.07 44.00 44.00 44.00 1,458.02 2,638.66
						Page: 3

vchlist 10/17/2013 10:48:29AM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103647	10/21/2013	101302 VERIZON	(Continued) 8181973211 8181990351 8183610901 8183613958 8183616728 8183655097 8188371509 8188381841 8188384969 8188981027		PHONE BILL 001-190-0000-4220 PAC 50 TO SHERIFFS 001-222-0000-4220 SEWER FLOW MONITOR 072-360-0000-4220 CNG STATION 001-320-3661-4220 ENGINEERING FAX LINE 001-310-0000-4220 PD NARCOTICS VAULT 001-222-0000-4220 ANIMAL CONTROL & PW PHONE LINE 001-190-0000-4220 ENGINEERING FAX MODEM 001-310-0000-4220 PD ALARM PANEL 001-222-0000-4220 POOL FACILITY PHONE LINES 001-430-0000-4220	2,412.38 495.66 41.99 40.74 21.43 26.05 51.73 21.18 93.12 144.95 <b>Total : 7,617.98</b>
103648	10/21/2013	101376 GRAINGER, INC.	9241721571 9241787325 9254085864 9254085872		REPAIR BASKETBALL LIGHTS @ REC F 001-390-0410-4300 REPAIR BASKETBALL LIGHTS @ REC F 001-390-0410-4300 TOT LOT REPAIR 001-390-0410-4300 STORAGE CONTAINERS FOR FAC. MAI 001-390-0410-4300	70.76 315.44 74.31 19.91 <b>Total : 480.42</b>
103649	10/21/2013	101434 GUZMAN, JESUS ALBERTO	SEPT 2013		MARIACHI MASTER APPRENTICE PRO 010-424-3693-4260 010-424-3614-4260	239.19 1,360.81
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103649	10/21/2013	101434 101434 GUZMAN, JESUS ALBERTO	(Continued)			Total : 1,600.00
103650	10/21/2013	101457 HARRINGTON DECORATING CO., INC	00592224		1" VALVE BALL 070-384-0301-4300	123.96
					Total :	123.96
103651	10/21/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	5971354		SALT - WELL 2A & 4A 070-384-0000-4300	1,462.34
			6095098		SMALL TOOLS 001-390-0410-4340	74.27
			6095100		REC PARK PICNIC BENCH REPAIR 001-390-0410-4300	200.56
			7027991		LED WORKLIGHT, EXT CORD, BITS, 070-383-0000-4340	212.34
			8090609		SUPPLIES FOR PARK MAINT 001-390-0470-4300	26.25
			8090611		STRAPS FOR BENCHES @ REC PARK 001-390-0410-4300	9.96
			8090613		REPL BULBS @ 120 MACNEIL 001-390-0450-4300	19.68
			8090617		SUPPLIES FOR PARK MAINT 001-390-0410-4300	27.31
			9081020		LED HIGHLIGHTS, CAPLIGHTS, MAGS i 001-311-0301-4300	244.96
					Total :	2,277.67
103652	10/21/2013	101599 IMAGE 2000 CORPORATION	VN337214		COPIERS CONTRACT USAGE 08/19/13- 104-420-0000-4260	99.76
					103-420-0000-4260	99.75
					001-420-0000-4260	484.31
					001-190-0000-4320	404.83
					070-381-0000-4290	56.17
					Total :	1,144.82
103653	10/21/2013	101929 LINGO INDUSTRIAL ELECTRONICS	32039		255AC ISOLATOR REPL - BRAND/TRUM 013-371-0301-4300	261.60
					Total :	261.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103654	10/21/2013	101957 CITY OF LOS ANGELES	38SF140000005		FIRE/AMBULANCE SERVICES FOR OC 001-500-0000-4260	234,082.34
					Total :	234,082.34
103655	10/21/2013	101990 L.A. COUNTY METROPOLITAN	800056630		TAP CARDS - AUG 2013 007-440-0441-4260	1,318.00
					Total :	1,318.00
103656	10/21/2013	102075 MAG-TROL ASSOCIATES, INC.	1172939		20 AMP 600V CLASS CC FUSES 070-384-0000-4300	62.13
					Total :	62.13
103657	10/21/2013	102226 MISSION LINEN & UNIFORM	140192941		LAUNDRY 001-225-0000-4350	164.64
			140193682		LAUNDRY 001-225-0000-4350	63.50
			140194333		LAUNDRY 001-225-0000-4350	174.09
			140195101		LAUNDRY 001-225-0000-4350	44.68
					Total :	446.91
103658	10/21/2013	102307 HI WAY SAFETY RENTALS, INC.	8644		BARRICADES 001-311-0301-4300	987.71
			9274		BARRICADES, TYPE 1 001-311-0301-4300	550.76
					072-360-0301-4300	500.00
					Total :	2,038.47
103659	10/21/2013	102325 NAPA AUTO PARTS	25454713		FINANCE CHARGES 001-320-0225-4400	5.21
			811381		FILTERS FOR FLEET 001-1215	30.77
			813179		FAN MOTOR -PD3029 001-320-0225-4400	78.99
			813956		GAS CAPS & HEADLIGHT BULBS FOR F 001-1215	83.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103688	10/21/2013	887305 CHAVEZ, JUAN	(Continued)			
			100513		017-420-1328-4260 SPORTS OFFICIAL 017-420-1328-4260	100.00 68.00
					<b>Total :</b>	<b>388.00</b>
103689	10/21/2013	887518 DURHAM, ALVIN	091013		COMMISSIONER'S REIMBURSEMENT 001-150-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
103690	10/21/2013	887591 TOM BROHARD & ASSOCIATES	2013-23		ON CALL TRAFFIC ENGINEERING & 001-310-0000-4270	500.00
					<b>Total :</b>	<b>500.00</b>
103691	10/21/2013	887810 CALGROVE RENTALS, INC.	45343		SCISSOR LIFT FOR LIGHTS REPL @ R 001-390-0410-4250	104.70
					<b>Total :</b>	<b>104.70</b>
103692	10/21/2013	887952 J. Z. LAWNMOWER SHOP	6570		EQUIP MAINT 001-390-0410-4320	10.00
			6572		CHAINSAW MAINTENANCE 001-346-0000-4320	320.38
			6573		CHAINSAW MAINTENANCE 001-346-0000-4320	84.27
					<b>Total :</b>	<b>414.65</b>
103693	10/21/2013	887986 TRAFFIC MANAGEMENT INC.	170776		SIGNS - "DANGER", "NO TRESPASSING 070-384-0301-4300	414.20
					<b>Total :</b>	<b>414.20</b>
103694	10/21/2013	888075 DATAMATIC, LTD.	CA-0000024943		HANDHELD METER READING MAINT-N 070-381-0000-4320	326.51
					<b>Total :</b>	<b>326.51</b>
103695	10/21/2013	888241 UNITED SITE SERVICES OF CA INC	114-1549705		PORTABLE TOILET RENTAL @ 501 FIR 001-390-0450-4260	510.60
			114-1555330		PORTABLE TOILET RENTAL @ LAYNE F 001-390-0410-4260	352.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103695	10/21/2013	888241	888241 UNITED SITE SERVICES OF CA INC	(Continued)		
					Total :	862.68
103696	10/21/2013	888242	MCI COMM SERVICE	7DK54968	MTA PHONE LINE 007-440-0441-4220	
					Total :	31.58
						31.58
103697	10/21/2013	888254	MCCALLA COMPANY	909642	GLOVES, WYPALL TOWELS FOR LIVES 001-222-0000-4300	
					Total :	575.95
						575.95
103698	10/21/2013	888309	HI 2 LO VOLTAGE WIRING CO, INC	16032	MONITORING FROM 10/01/13-12/31/13 001-222-0000-4260	
					Total :	75.00
						75.00
103699	10/21/2013	888356	ADVANCED AUTO REPAIR BODY &	1076	REPLACE TEMP ACTUATOR - WA9503 070-382-0000-4400	
				1077	REPLACE RT FRONT CONTROL ARM & 001-320-0225-4400	125.35
				1078	REPLACE WINDSHIELD - PD3029 001-320-0225-4400	326.39
				1080	REPL RIGHT & LEFT UPPER CONTROL 001-320-0225-4400	140.00
					Total :	357.69
						949.43
103700	10/21/2013	888442	WESTERN EXTERMINATOR COMPANY	1580076	PEST CONTROL @ RUDY ORTEGA PAF 001-390-7500-4260	
				1580101	PEST CONTROL @ LP PARK 001-390-0460-4260	48.50
				1580102	PEST CONTROL BAIT MONITORING @ 001-390-0460-4260	47.50
				1580103	PEST CONTROL @ REC PARK 001-390-0410-4260	144.00
				1580104	PEST CONTROL BAIT MONITORING @ 001-390-0410-4260	69.00
				1633646	PEST CONTROL @ CITY HALL 001-390-0310-4260	60.00
					Total :	76.00
						445.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103738	10/21/2013	890838 890838 BLUE TARP FINANCIAL	(Continued)			<b>Total : 129.98</b>
103739	10/21/2013	890879 EUROFINS EATON ANALYTICAL, INC	L0132609		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0132610		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0133082		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.60
			L0133640		WATER ANALYSIS FOLDERS 070-384-0000-4260	12.00
			L0134098		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0134100		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0134102		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0134982		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0134991		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0135863		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0135865		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.60
			L0135866		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.00
			L0135868		WATER ANALYSIS FOLDERS 070-384-0000-4260	40.00
			L0136311		WATER ANALYSIS FOLDERS 070-384-0000-4260	48.00
			L0136678		WATER ANALYSIS FOLDERS 070-384-0000-4260	24.00
			L0136943		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.00
			L0137188		WATER ANALYSIS FOLDERS 070-384-0000-4260	164.00
			L0138580		WATER ANALYSIS FOLDERS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103739	10/21/2013	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)		070-384-0000-4260	164.00
					<b>Total :</b>	<b>2,201.00</b>
103740	10/21/2013	890906 MEYERS NAVE	2013080605		LEGAL SERVICES 001-110-0000-4270	390.86
					<b>Total :</b>	<b>390.86</b>
103741	10/21/2013	890970 WEX BANK	34403439		FUEL FOR CITY FLEET 070-382-0000-4402 070-383-0000-4402 070-384-0000-4402 072-360-0000-4402 073-350-0000-4402 001-320-0152-4402 001-320-0221-4402 001-320-0222-4402 001-320-0224-4402 001-320-0225-4402 001-320-0226-4402 001-320-0228-4402 001-320-0311-4402 001-320-0312-4402 001-320-0320-4402 001-320-0346-4402 001-320-0370-4402 001-320-0371-4402 001-320-0390-4402 001-320-0420-4402 007-313-3630-4402 027-344-0000-4402 029-335-0000-4402 070-381-0000-4402	128.82 947.47 235.18 504.22 86.80 361.11 181.27 109.32 1,293.93 5,779.44 90.27 866.01 694.09 685.66 227.79 35.49 897.37 85.51 1,313.88 4.00 1,229.02 104.58 162.72 37.06
					<b>Total :</b>	<b>16,061.01</b>
103742	10/21/2013	891009 INDUSTRIAL NETWORKING	INV-0136871	11017	MODEMS FOR PATROL CARS 020-225-0000-4500	3,498.75

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103742	10/21/2013	891009 INDUSTRIAL NETWORKING	(Continued)			
			INV-0137214	11017	020-225-0000-4500 MODEMS FOR PATROL CARS 020-225-0000-4500 020-225-0000-4500	330.63 958.50 103.18
					<b>Total :</b>	<b>4,891.06</b>
103743	10/21/2013	891053 HAUPT, THEALE E	091013		COMMISSIONER'S REIMBURSEMENT 001-150-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
103744	10/21/2013	891063 ONYX ARCHITECTS, INC	P12131-3		CONSULTANT - PRE-BID MEETING & JC 001-150-0000-4270	1,112.50
			P12131-4		CONSULTANT - PREPARE ADDENDUM 001-150-0000-4270	1,585.00
					<b>Total :</b>	<b>2,697.50</b>
103745	10/21/2013	891098 AMARILLAS MORALES, RIGO	091413		SPORTS OFFICIAL 017-420-1328-4260	100.00
			092113		SPORTS OFFICIAL 017-420-1328-4260	120.00
			092813		SPORTS OFFICIAL 017-420-1328-4260	120.00
			100513		SPORTS OFFICIAL 017-420-1328-4260	116.00
					<b>Total :</b>	<b>456.00</b>
103746	10/21/2013	891102 CERVANTES, BIANCA	08/27; 09/07		SCORE KEEPER 017-420-1328-4260	100.00
			09/24 & 09/28		SCORE KEEPER 017-420-1328-4260	100.00
			091413		SCORE KEEPER 017-420-1328-4260	80.00
			092113		SCORE KEEPER 017-420-1328-4260	80.00
			100513		SCORE KEEPER 017-420-1328-4260	20.00

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103746	10/21/2013	891102 891102 CERVANTES, BIANCA	(Continued)			<b>Total : 380.00</b>
103747	10/21/2013	891120 VERONICA TAM	1633	11039	HOUSING ELEMENT CONSULTANT 001-150-0000-4270	3,761.50
			1677	11039	HOUSING ELEMENT CONSULTANT 001-150-0000-4270	2,587.00
			1703	11039	HOUSING ELEMENT CONSULTANT 001-150-0000-4270	3,784.00
					<b>Total :</b>	<b>10,132.50</b>
103748	10/21/2013	891121 RIVERA, NICOLE	SEPT 2013		MARIACHI MASTER APPRENTICE PRO 010-424-3693-4260	90.00
					<b>Total :</b>	<b>90.00</b>
103749	10/21/2013	891177 R3 CONSULTING GROUP	7197	11010	CITYWIDE REFUSE CONSULTANT 073-350-0000-4260	25,663.75
					<b>Total :</b>	<b>25,663.75</b>
103750	10/21/2013	891219 GOSS, JOSEPH P	REIMB.		REIMB FOR PURCHASE OF RIVETS & F 001-430-0000-4300	52.48
					<b>Total :</b>	<b>52.48</b>
103751	10/21/2013	891234 BOADA, EDDY	090713		SPORTS OFFICIAL 017-420-1328-4260	52.00
					<b>Total :</b>	<b>52.00</b>
103752	10/21/2013	891242 LNI CUSTOM MANUFACTURING INC	66560	11027	MANUFACTURING OF WAYFINDING SIG 011-311-7105-4600	46.17
				11027	105-346-0880-4600	82,900.00
					<b>Total :</b>	<b>82,946.17</b>
103753	10/21/2013	891252 TIMECLOCK PLUS	314971	11030	AUTOMATED TIMEKEEPER SYSTEM 070-381-0000-4260	1,900.00
				11030	072-360-0000-4260	1,900.00
				11030	073-350-0000-4260	950.00
				11030	001-106-0000-4260	18,888.45
			316170		POE ADAPTOR 001-106-0000-4260	323.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103753	10/21/2013	891252 891252 TIMECLOCK PLUS	(Continued)			Total : 23,961.48
103754	10/21/2013	891253 SAN FERNANDO SMOG TEST ONLY	2988		SMOG TEST 001-320-0000-4260	50.00
			2989		SMOG TEST 001-320-0000-4260	50.00
			2992		SMOG TEST 001-320-0000-4260	50.00
			3079		SMOG TEST 001-320-0000-4260	50.00
					Total :	200.00
103755	10/21/2013	891295 JCL BARRICADE	72046		SAFETY VESTS - HIGH VISIBILITY CLA 001-346-0000-4310	39.46
					Total :	39.46
103756	10/21/2013	891296 BAXTER-NORTHUP MUSIC CO.	D13597		MUSIC SUPPLIES FOR MMAP STUDEN 010-424-3614-4300	763.40
					004-2360	213.33
					Total :	976.73
103757	10/21/2013	891297 TORRES, MARIE	812100		REFUND - SENIOR TRIP CANCELLED 004-2380	40.00
					Total :	40.00
103758	10/21/2013	891298 SALAZAR, ALMA	2000078.001		SWIMMING LESSONS REFUND 001-3770-1338	80.00
					Total :	80.00
103759	10/21/2013	891301 BERNARDEZ, RENATE Z.	RZB092813		TRANSLATION SERVICES FOR HOUSIN 001-150-0000-4270	200.00
					Total :	200.00
103760	10/21/2013	891302 SANTIAGO, SUSAN YBETTE	315357		PARKING CITATION REFUND 001-3430-0000	119.00
					Total :	119.00
103761	10/21/2013	891303 PPG ARCHITECTURAL FINISHES	042203010054		GRAFFITI SUPPLIES	
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Bank code :		bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
103761	10/21/2013	891303 PPG ARCHITECTURAL FINISHES	(Continued)					
			806906000158		001-152-0000-4300 GRAFFITI SUPPLIES 001-152-0000-4300			72.53 276.16
						Total :		348.69
103762	10/21/2013	891304 REYES, ROSA	62-0350-07		WATER ACCT REFUND - 527 N MACLAY 070-2010			53.70
						Total :		53.70
131 Vouchers for bank code :		bank					Bank total :	797,067.34
131 Vouchers in this report					Total vouchers :			797,067.34

Voucher Registers are not final until approved by Council.

## HANDWRITTEN CHECKS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103194	9/4/2013	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS/SEPTEMBER 001-1160	175,794.87
					<b>Total :</b>	<b>175,794.87</b>
103246	9/9/2013	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION SERVICE PLAN - SEPTEMBER 001-1160	2,390.26
					<b>Total :</b>	<b>2,390.26</b>
103247	9/9/2013	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL SERVICE PLAN - SEPTEMBER 001-1160	411.18
					<b>Total :</b>	<b>411.18</b>
103248	9/9/2013	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL SERVICE PLAN - SEPTEMBER 001-1160	11,815.56
					<b>Total :</b>	<b>11,815.56</b>
103249	9/9/2013	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE PLAN - SEPTEMBER 001-1160	3,010.29
					<b>Total :</b>	<b>3,010.29</b>
103250	9/10/2013	102518 P.E.R.S.	DEMAND		RETIREMENT ARREARS AND SERVICE 018-190-0000-4124	2,403.32
					<b>Total :</b>	<b>2,403.32</b>
103369	9/12/2013	103648 CITY OF SAN FERNANDO	PR 9-13-13		REIMBURSEMENT FOR PAYROLL W/E 001-1003	363,795.52
					007-1003	1,510.95
					008-1003	4,700.60
					010-1003	7,605.39
					011-1003	2,752.23
					012-1003	176.00
					013-1003	183.49
					017-1003	146.36
					027-1003	3,653.87
					029-1003	3,572.86
					050-1003	525.79

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### Voucher List

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103369	9/12/2013	103648 CITY OF SAN FERNANDO	(Continued)			
					070-1003	43,335.14
					072-1003	17,128.47
					073-1003	1,630.55
					103-1003	3,952.25
					104-1003	3,872.00
					<b>Total :</b>	<b>458,541.46</b>
103370	9/18/2013	101933 LITTLEFIELD, LESLEY	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI	
					001-180-0000-4127	218.22
					<b>Total :</b>	<b>218.22</b>
103371	9/25/2013	103029 SAN FERNANDO, CITY OF	13128; 13140-13141		REIMBURSEMENT TO WORKERS COM	
					006-190-0000-4810	75,000.00
					<b>Total :</b>	<b>75,000.00</b>
103372	9/26/2013	103648 CITY OF SAN FERNANDO	PR 9-27-13		REIMBURSEMENT FOR PAYROLL W/E	
					011-1003	2,081.22
					012-1003	139.41
					013-1003	183.49
					017-1003	334.79
					018-1003	80,363.22
					027-1003	2,831.89
					029-1003	2,924.21
					050-1003	524.03
					070-1003	36,482.32
					072-1003	13,138.99
					073-1003	1,206.71
					103-1003	4,225.63
					104-1003	4,549.16
					001-1003	283,259.27
					007-1003	1,207.10
					008-1003	4,032.35
					010-1003	18,798.92
					<b>Total :</b>	<b>456,282.71</b>

10 Vouchers for bank code : bank

**Bank total : 1,185,867.87**

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10		Vouchers in this report				
Total vouchers :						1,185,867.87

Voucher Registers are not final until approved by Council.

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Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
103195	9/4/2013	100306 BARNARD, LARRY	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127		11.80
					Total :		11.80
103196	9/4/2013	100642 CASTRO, RICO	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127		1,100.19
					Total :		1,100.19
103197	9/4/2013	100913 DECKER, CATHERINE	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 070-180-0000-4127		218.22
					Total :		218.22
103198	9/4/2013	100916 DEIBEL, PAUL	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127		532.26
					Total :		532.26
103199	9/4/2013	100995 DRAKE, MICHAEL	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 070-180-0000-4127 072-180-0000-4127		54.55 54.56
					Total :		109.11
103200	9/4/2013	100996 DRAKE, JOYCE	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127		693.92
					Total :		693.92
103201	9/4/2013	101466 HARVEY, DEVERY MICHAEL	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127		2.05
					Total :		2.05
103202	9/4/2013	101538 HOUGH, RAY	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127		803.03
					Total :		803.03
103203	9/4/2013	101597 IBRAHIM, SAMIR	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127		54.10
					Total :		54.10
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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103204	9/4/2013	101926 LILES, RICHARD	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 070-180-0000-4127 072-180-0000-4127	223.46 223.46
					Total :	446.92
103205	9/4/2013	101933 LITTLEFIELD, LESLEY	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	218.22
					Total :	218.22
103206	9/4/2013	102206 MILLER, WILMA	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	109.11
					Total :	109.11
103207	9/4/2013	102232 MIURA, HOWARD	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	218.22
					Total :	218.22
103208	9/4/2013	102473 ORDELHEIDE, ROBERT	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	1,100.19
					Total :	1,100.19
103209	9/4/2013	102864 RIVETTI, DOMINICK	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	132.93
					Total :	132.93
103210	9/4/2013	103175 SKOBIN, ROMELIA	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	26.50
					Total :	26.50
103211	9/4/2013	103394 TORRES, RACHEL	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	109.11
					Total :	109.11
103212	9/4/2013	103643 WEDDING, JERRY	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	218.22
					Total :	218.22
103213	9/4/2013	103727 WYSBEEK, DOUDE	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREME	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103213	9/4/2013	103727 WYSBEEK, DOUDE	(Continued)		001-180-0000-4127	109.11
					<b>Total :</b>	<b>109.11</b>
103214	9/4/2013	103737 YNIGUEZ, LEONARD	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	532.26
					<b>Total :</b>	<b>532.26</b>
103215	9/4/2013	889063 AGORICHAS, JOHN	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					070-180-0000-4127	64.42
					<b>Total :</b>	<b>64.42</b>
103216	9/4/2013	891010 MAERTZ, ALVIN	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	335.15
					<b>Total :</b>	<b>335.15</b>
103217	9/4/2013	891011 APODACA-GRASS, ROBERTA	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	218.22
					<b>Total :</b>	<b>218.22</b>
103218	9/4/2013	891013 BRUNWIN, HERBERT	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					<b>Total :</b>	<b>109.11</b>
103219	9/4/2013	891014 CREEKMORE, CASIMIRA	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					<b>Total :</b>	<b>109.11</b>
103220	9/4/2013	891016 DEATON, MARK	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					070-180-0000-4127	446.92
					<b>Total :</b>	<b>446.92</b>
103221	9/4/2013	891017 ELDRIDGE, WANDA	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					<b>Total :</b>	<b>109.11</b>
103222	9/4/2013	891018 FLETCHER, HUBERT	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	218.22

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103222	9/4/2013	891018 891018 FLETCHER, HUBERT	(Continued)			<b>Total : 218.22</b>
103223	9/4/2013	891020 GLASGOW, ROBERT	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	92.26
					<b>Total :</b>	<b>92.26</b>
103224	9/4/2013	891021 GUIZA, JENNIE	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					<b>Total :</b>	<b>109.11</b>
103225	9/4/2013	891023 HATFIELD, JAMES	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	89.38
					<b>Total :</b>	<b>89.38</b>
103226	9/4/2013	891024 HOOKER, RAYMOND	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	366.44
					<b>Total :</b>	<b>366.44</b>
103227	9/4/2013	891027 LOCKETT, JOANN	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					<b>Total :</b>	<b>109.11</b>
103228	9/4/2013	891028 MANTHEY, DONALD	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	532.26
					<b>Total :</b>	<b>532.26</b>
103229	9/4/2013	891029 MARTIN, THERESE	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	109.11
					<b>Total :</b>	<b>109.11</b>
103230	9/4/2013	891031 ORTEGA, JIMMIE	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	218.22
					<b>Total :</b>	<b>218.22</b>
103231	9/4/2013	891032 OTREMBA, EUGENE	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIRE	
					001-180-0000-4127	89.38
					<b>Total :</b>	<b>89.38</b>

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103232	9/4/2013	891034 RAMSEY, JAMES	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	1,274.42 <b>Total : 1,274.42</b>
103233	9/4/2013	891035 SHERWOOD, NINA	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	44.69 <b>Total : 44.69</b>
103234	9/4/2013	891036 WATT, DAVID	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	218.22 <b>Total : 218.22</b>
103235	9/4/2013	891037 WEBB, NANCY	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	637.21 <b>Total : 637.21</b>
103236	9/4/2013	891038 WAITE, CURTIS	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	952.74 <b>Total : 952.74</b>
103237	9/4/2013	891039 AGUILAR, JESUS	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	54.10 <b>Total : 54.10</b>
103238	9/4/2013	891040 FISHKIN, RIVIAN	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	54.10 <b>Total : 54.10</b>
103239	9/4/2013	891041 GARCIA, CONNIE	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	27.05 <b>Total : 27.05</b>
103240	9/4/2013	891042 KNIGHT, PAUL	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	92.30 <b>Total : 92.30</b>
103241	9/4/2013	891043 LIEBERMAN, LEONARD	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	27.05

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103241	9/4/2013	891043 891043 LIEBERMAN, LEONARD	(Continued)			<b>Total : 27.05</b>
103242	9/4/2013	891044 RUSSUM, LINDA	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 001-180-0000-4127	54.10 <b>Total : 54.10</b>
103243	9/4/2013	891045 TIGHE, HAROLD	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 070-180-0000-4127 072-180-0000-4127	27.05 27.05 <b>Total : 54.10</b>
103244	9/4/2013	891046 VANAALST, LEONILDA	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 070-180-0000-4127	27.05 <b>Total : 27.05</b>
103245	9/4/2013	891047 WATTS, HERBERT	SEPTEMBER 2013		CALPERS HEALTH INS REIMB RETIREI 070-180-0000-4127 072-180-0000-4127 073-180-0000-4127	9.01 9.02 9.02 <b>Total : 27.05</b>
51 Vouchers for bank code : bank					<b>Bank total :</b>	<b>13,615.18</b>
51 Vouchers in this report					<b>Total vouchers :</b>	<b>13,615.18</b>

Voucher Registers are not final until approved by Council.

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**ORDINANCE NO. 1628****AN ORDINANCE OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 106 (ZONING) OF THE SAN FERNANDO CITY CODE TO ESTABLISH DIVISION 15 TO ARTICLE VI TO CREATE THE REQUIRED REGULATIONS TO ALLOW THE CITY TO PROVIDE INCREASED DENSITY FOR HOUSING DEVELOPMENTS THAT INCORPORATE A PERCENTAGE OF THE UNITS OF A PROJECT AS AFFORDABLE UNITS, AS REQUIRED FOR COMPLIANCE WITH STATE DENSITY BONUS LAW**

**WHEREAS**, 1979, the State of California (the “State”) adopted the “State Density Bonus Law”, codified in Government Code Section 65915, et al., and as amended in 2005 by Senate Bill 1818 (Hollingsworth), to encourage the development of affordable units in housing developments available to income-eligible low-income, very low income, and moderate income households through the issuance of a density bonus and incentives or concessions to housing developers to facilitate the development of affordable housing, as required by State law;

**WHEREAS**, the City Council adopted the General Plan Housing Element in April 2009, which includes Housing Program No. 9 (Affordable Housing Density Bonus) that establishes that the City amend the City Code to adopt a local density bonus ordinance to implement State requirements as a means of enhancing the economic feasibility of affordable housing developments;

**WHEREAS**, on September 10, 2013, the Planning and Preservation Commission held a properly noticed public hearing at which it received a report from City staff as well as oral and written testimony from the public, and deliberated on the item. At that meeting, the Planning and Preservation Commission recommended through the adoption of Planning and Preservation Commission Resolution 2013-09 that the City Council adopt the proposed zone code amendments in this Ordinance; and,

**WHEREAS**, the City Council public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091.

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

**SECTION 1.** The foregoing recitals are true and correct and made a part of this Ordinance.

**SECTION 2.** The City Council hereby finds as follows:

- a) **The proposed zone text amendment is consistent with the objectives, policies, general land uses and programs of the City’s General Plan.**

The proposed zone text amendment to the San Fernando City Code, which provides regulation to allow and facilitate the inclusion of affordable units as part of a housing

development through the issuance of a density bonus is consistent with General Plan Housing Element Implementing Program No. 9 (Affordable Housing Density Bonus), which requires the City to adopt a local density bonus ordinance to implement State requirements as a means of enhancing the economic feasibility of affordable housing developments in the city.

**b) The adoption of the proposed zone text amendment would not be detrimental to the public interest, health, safety, convenience or welfare.**

The proposed revisions to the city zoning ordinance would allow for the development of regulations to govern the approval of housing developments requesting increased density above the density permitted in a property's zoning district, consistent with State density bonus law. The proposed density bonus ordinance would provide procedures to facilitate the development of affordable housing to low income, very low income, and moderate income household, mitigating potential impacts associated with overcrowded housing. Furthermore, the proposed ordinance encourages additional investment within the city's residential and mixed-use zones that has the potential to produce new housing that is affordable to all income segments of the community. Therefore, the proposed zone text amendments would not be detrimental to the public interest, health, safety, convenience or welfare.

**SECTION 3.** Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando City Code is hereby amended with the following language to establish Division 15 (Density Bonus), providing regulations to govern the issuance of density bonus requests and related incentives or concessions to facilitate the development of housing developments with affordable units:

**“DIVISION 15. DENSITY BONUS**

**Sec. 106-1420. Purpose**

State density bonus law (Government Code section 65915), provides that local governments shall grant density bonus and regulatory concessions and incentives to developers of housing, child care facilities, or for donation of land for housing, where the developer agrees to construct a specified percentage of housing for lower income households, very low income households, moderate income households or qualifying residents.

**Sec. 106-1421. Definitions**

For the purpose of this division, the following definitions shall apply:

“Affordable housing agreement” means an agreement between the applicant and the city guaranteeing the affordability of rental or ownership units in accordance with the provisions of this division.

“Affordable housing costs” means the amounts set forth in the Health and Safety Code sections 50052.5 and 50053, as may be amended.

“Childcare facility” means a child day care facility other than a family day care home that includes, but is not limited to: infant centers, preschools, extended day care facilities, and school-age child care centers.

“Common interest development” means a condominium project as defined by section 1351(f) of the Civil Code, or a planned development as defined by section 1351(k) of the Civil Code, as may be amended.

“Concessions or incentives” shall mean a benefit offered by the city to facilitate construction of eligible projects as defined by the provisions of this division.

“Density bonus” means an increase in density over the otherwise maximum allowable residential density of a housing development as of the date of application by applicant to the community development director or his designee.

“Density bonus units” means the residential units granted pursuant to the provisions of this division, that exceed the maximum allowable residential density for the development site.

“Development standard” includes site or construction requirements that apply to a residential development pursuant to any applicable city ordinance, general plan element, specific plan, or any other locally adopted condition, law, policy, resolution, or regulation.

“Housing development” means one or more groups of projects for residential units with a minimum of five (5) residential units, including a subdivision or common interest development approved by the city and consists of residential units or unimproved lots and either: (1) a substantial rehabilitation and conversion of an existing commercial building to residential use, or (2) a substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of the Government Code section 65863.4, as may be amended, where the result of the rehabilitation would be a net increase in available residential units.

“Lower income households” means households defined in section 50079.5 of the Health and Safety Code, as may be amended.

“Maximum allowable residential density” means the density allowed under the city’s zoning ordinance and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with density allowed under the land use element of the general plan, the general plan density shall prevail.

“Moderate income households” means households defined in section 50093 of the Health and Safety Code, as may be amended.

“Total units” or “total dwelling units” means the maximum number of units that can be developed on a project site under its applicable zoning designation, not including those units added by a density bonus.

“Senior citizen housing development” means a project as defined by sections 51.3 and 51.12 of the Civil Code, or mobilehome park that limits residency based on age requirements for housing for older persons pursuant to section 798.76 or 799.5 of the Civil Code.

“Very low income households” means households defined in section 50105 of the Health and Safety Code, as may be amended.

#### **Sec. 106-1422. Density Bonus Requirements**

(a) Minimum development requirements. Upon written request by an applicant, the community development director shall grant a density bonus and provide incentives or concessions as provided in this division when the applicant for the housing development agrees or proposes to construct a housing development, excluding any units permitted by the density bonus granted pursuant to this section that contains at least any one of the following:

- (1) Lower income households. Ten (10) percent of the total units of a housing development for lower income households.
- (2) Very low income households. Five (5) percent of the total units of a housing development for very low income households.
- (3) Senior housing. A senior citizen housing development, unless prohibited by state and/or federal law.
- (4) Common interest development. Ten (10) percent of the total dwelling units in a common interest development for persons and families of moderate income, provided that all units in the development are offered to the public for purchase.

(b) Maximum development requirements. If an applicant exceeds the minimum percentages set forth in subsection (d), the applicant shall be entitled to an additional density bonus calculated as follows:

- (1) Low income units. For each one (1) percent increase above the ten (10) percent of the percentage of units affordable to lower income households, the density bonus shall be increased by one and one-half (1.5) percent up to a maximum of thirty-five (35) percent.
- (2) Very low income units. For each one (1) percent increase above the five (5) percent of the percentage of units affordable to very low income households, the density bonus shall be increased by two and one-half (2.5) percent up to a maximum of thirty-five (35) percent.
- (3) Moderate income units. For each one (1) percent increase above the ten (10) percent of the percentage of units affordable to moderate income households, the

density bonus shall be increased by one (1) percent, up to a maximum of thirty-five (35) percent.

(c) Density bonus calculation.

- (1) Density bonus calculations resulting in fractional units shall be rounded up to the next whole number.
- (2) Only the total units of a housing development shall be used to determine those units to be added as part of a density bonus.
- (3) For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application but need not be based upon individual subdivision maps or parcels.
- (4) A density bonus may be selected from only one category, except in combination with a land donation or a child care facility, provided the total density bonus does not exceed thirty-five (35) percent.
- (5) The applicant may elect to accept a lesser percentage of density bonus.
- (6) The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

(d) Density bonus calculation table.

Income Group	Minimum Set-Aside of Affordable or Senior Units	Density Bonus		
		Base Bonus Granted	Each Additional 1% of Affordable Units Adds:	Total Maximum Density Bonus
Very Low Income (50% AMI)	5%	20%	2.5%	35%
Lower Income (80% AMI)	10%	20%	1.5%	35%
Moderate Income (120% AMI, Common Interest Development Only)	10%	5%	1.0%	35%
Land Donation (very low income projects only)	10%	15%	1.0%	35%
Condominium/Apartment Conversions	33% low-to-moderate income	25%	No Sliding Scale Available	25%
	15% very low income			
Senior Citizen Housing Development	100% <sup>1</sup> (35 units minimum)	20%	No Sliding Scale Available	20%
Note: 1. A senior citizen housing development is not required to be affordable in order to receive a density bonus. However, 100% of the units in the development (35 units minimum) must be restricted as senior housing.				

(e) Sample calculation of a density bonus.

	Very Low Income (50% AMI)	Lower Income (80% AMI)	Moderate Income (120% AMI)	Senior Housing
Initial Project Size (Total Units)	20 units	20 units	20 units	35 units
Affordable Units	5%	10%	10%	100%
Density Bonus Qualified	20%	20%	5%	20%
Project Units	24 units	24 units	21 units	42 units
Distribution of Project Units	1 Very Low Income 23 Market-Rate	2 Lower Income 22 Market-Rate	2 Moderate Income 19 Market-Rate	42 units <sup>1</sup>
Note: 1. A senior citizen housing development is not required to be affordable in order to receive a density bonus. However, 100% of the units in the development (35 units minimum) must be restricted as senior housing.				

(f) Land donation requirements. An applicant for a tentative map, parcel map or any other discretionary approval required to construct a residential development in the city shall receive a fifteen (15) percent density bonus above the otherwise maximum allowable residential density for the residential development when the applicant donates land to the city as provided in this section. This fifteen (15) percent bonus shall be in addition to any other density bonus provided for in this section, up to a total combined density bonus of thirty-five (35) percent. Applicants are eligible for the fifteen (15) percent land donation density bonus if all of the following conditions are met:

- (1) The applicant shall donate and transfer land to the city prior to approval of the final map or other discretionary approval required for the residential development.
- (2) The transferred land shall have the appropriate acreage and zoning classification to permit development of affordable housing for very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.
- (3) The transferred land shall be at least one acre or of sufficient size to permit development of at least 40 residential units, has the appropriate general plan designation, is appropriately zoned with appropriate development standards for development at the density described in paragraph (3) of subdivision (c) of section 65583.2 of the Government Code.
- (4) The transferred land shall be served by adequate public facilities and infrastructure.
- (5) The transferred land and the very low income units constructed shall have a deed restriction recorded with the County Recorder, to ensure continued affordability of the units. The deed restriction must be recorded on the property at the time of transfer.
- (6) The transferred land shall be conveyed in fee simple to the city or to a housing developer approved by the city.
- (7) The transferred land shall be within the boundary of the proposed residential development, or no more than approximately one-quarter mile from the boundary of the qualified project, if the city so approves.
- (8) No later than the date of approval of the final map or other discretionary approval required for the residential development the transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land.
- (9) A proposed source of funding for the very low income units shall be identified not later than the date of the final map or other discretionary approval.

(g) Child care facility requirements.

- (1) The city shall grant either of the following to a density bonus project that includes a child care facility located on the premises of, as part of, or adjacent to, the project:
  - a. An additional density bonus in an amount equivalent to or greater than the amount of the square footage of the childcare facility; or,
  - b. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child care facility.
- (2) In order to receive the additional child care density bonus, the project must comply with the following requirements:
  - a. The child care facility will remain in operation for a period of time that is as long as, or longer, than the period of time during which the density bonus units are required to remain affordable.
  - b. Of the children who attend the child care facility, the percentage of children of very low income, lower income, or moderate income households shall be equal to, or greater than, the percentage of affordable units.
  - c. Notwithstanding any requirement of this section, the city shall not be required to provide a density bonus or concession for a child care facility if it finds, based upon substantial evidence, that the community already has adequate child care facilities.

(h) Condominium conversion.

- (1) When an applicant for conversion of apartments to condominiums agrees to provide at least thirty-three (33) percent of the total units of the proposed condominium to persons and families of low to moderate income or fifteen (15) percent of the total units of the proposed condominium to lower income households, and agrees to pay administrative costs incurred by the city pursuant to this section, the community development director shall either:
  - a. Grant a density bonus; or
  - b. Provide other incentives of equivalent financial value.

The community development director may place reasonable conditions on the granting of a density bonus or other incentives of equivalent financial value as appropriate, including, but not limited to, continued affordability of units to subsequent purchasers who are persons and families of low and moderate income



or lower income households. For only this section, the following definitions apply:

- c. “Density bonus” means an increase in units of twenty-five (25) percent over the number of apartments to be provided within the existing structure or structures proposed for conversion.
  - d. “Other incentives of equivalent financial value” shall not require the city to provide cash transfer payments or other monetary compensation but may include the reduction or waiver of requirements which the city might otherwise apply as conditions of conversion approval.
- (2) Proposal for subdivision map approvals. An applicant for approval to convert apartments to condominiums may submit a preliminary proposal to the community development department, for review by the community development director or his or her designee, prior to the submittal of any formal requests for subdivision map approvals. The city shall, within ninety (90) days of receipt of a written proposal, notify the applicant in writing of the manner in which it will comply with this section.
- (3) Ineligibility. An applicant shall be ineligible for a density bonus or other incentives under this section if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were previously provided.
- (4) Other requirements. Nothing shall require the city to approve a proposal to convert apartments to condominiums.

#### **Sec. 106-1423. Concessions and Incentives**

(a) Number of incentives/concessions. The applicant shall be entitled to receive the following number of incentives or concessions in subsection (b):

(b) Incentive/Concession Table

<b>Target Group</b>	<b>Target Units</b>		
Very Low Income (50% AMI <sup>1</sup> )	5%	10%	15%
Lower Income (80% AMI)	10%	20%	30%
Moderate Income (120 % AMI, Common Interest Development Only)	10%	20%	30%
<b>Number of Incentives<sup>2</sup></b>	<b>1</b>	<b>2</b>	<b>3</b>
Note: 1. AMI is an abbreviation for Los Angeles County Area Median Income 2. Child care facility: When a qualified project also includes a child care facility as described in section 106-1422(g), the applicant shall receive one additional incentive.			

(c) Menu of incentives/concessions.

- (1) Additional density provided the overall density bonus received for the entire residential development does not exceed thirty-five (35) percent.
- (2) A reduction in site development standards, including:
  - a. Reduced minimum lot sizes and/or dimensions.
  - b. Reduced minimum lot setbacks.
  - c. Reduced minimum private and/or common outdoor open space.
  - d. Increased maximum building height (up to one additional story).
  - e. Reduced on-site parking standards in excess of standards set forth in section 106-1424 (parking study required).
- (3) Tandem and uncovered parking allowed.
- (4) Other regulatory incentives that result in identifiable, financially sufficient, and actual cost reductions.

(d) Evidence for concession and incentives. An applicant of a housing development may submit to the community development department a proposal for specific incentives or concessions for review by the community development director or his or her designee, and may request a meeting with the community development director or his or her designee.

(e) An applicant of a housing development may submit to the community development department a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subsection (d) of section 106-1422 at the densities or with the concessions or incentives permitted by subsection (b) of section 106-1422 for review by the community development director or his or her designee, and may request a meeting with the community development director or his or her designee. A proposal for the waiver of development standards under this subsection shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subsection (b) of section 106-1422.

(f) If a meeting is requested, the community development director or his or her designee, shall meet with the applicant within fifteen (15) working days to discuss the proposal.

(g) When the community development director grants a density bonus, the community development director shall grant the additional concession or incentives requested by

the applicant unless the community development director it makes a written finding, based upon substantial evidence of any the following conditions:

- (1) The concession or incentive is not required in order to provide for affordable housing costs; or,
- (2) The concession or incentive would have a specific adverse impact, as defined in Government Code section 65589.5(d)(2), as may be amended, upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households; or,
- (3) The concession or incentive would have a specific adverse impact on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households; or
- (4) The concession or incentive would be contrary to state or federal law.

#### **Sec. 106-1424. Development Standards**

(a) Design requirements. Affordable units developed in conjunction with a market rate development shall be of similar design and quality as the market rate units. Exteriors and floor plans of affordable units shall be of similar quality to the market rate units.

(b) Location distribution requirements for affordable units. Affordable units shall be dispersed throughout the housing development rather than clustered in a single area or a few areas. Location of the affordable units within a housing development shall be reviewed and approved by the community development director.

(c) Parking standards. Unless the city's adopted parking standards will result in fewer parking spaces, the following maximum parking standards shall apply, inclusive of handicapped and guest parking, for the entire residential development:

Number of On-Site Parking Spaces <sup>1, 2</sup>	Maximum Number of Bedrooms
1.0	1
2.0	2 to 3
2.5	4 or more
Notes: 1. A parking calculation resulting in a fraction shall be rounded up to the next whole number. 2. Parking standards provided in this subsection are inclusive of guest and handicapped parking. 3. A development may provide "onsite parking" through tandem parking or uncovered parking, but not through on-street parking.	

(d) Other requirements. The granting of a density bonus shall not require a general plan amendment, zoning change, or other discretionary approval, and shall be processed in conjunction with the application of a housing development.

#### **Sec. 106-1425. Continued Affordability**

(a) Affordability Requirement. An applicant shall agree to, and the city shall ensure the following:

- (1) Continued affordability of all low and very low income units that qualified the applicant for the award of the density bonus for a minimum period of thirty (30) years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.
- (2) Rents for the lower income density bonus units shall be set at an affordable rent as defined in section 50053 of the Health and Safety Code. Prior to the rental of any affordable unit, the city or its designee, shall verify the eligibility of the prospective tenant. The owner shall maintain on file certifications by each household. Certifications shall be obtained immediately prior to initial occupancy by each household and annually thereafter, in the form provided by the city or its designee. The owner shall obtain updated forms for each household on request by the city, but in no event less frequently than once a year. The owner shall maintain complete, accurate and current records pertaining to the housing development and will permit any duly authorized representative of the city to inspect records pertaining to the affordable units and occupants of these units.
- (3) The city may establish fees associated with the setting up and monitoring of affordable units.

- (4) The owner shall submit an annual report to the city, on a form provided by the city. The report shall include for each affordable unit the rent, income, and family size of the household occupying the unit.
- (5) Owner-occupied units shall be available at an affordable housing cost as defined in section 50052.5 of the Health and Safety Code.
- (6) Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy and its proportionate share of appreciation, which shall be used within five (5) years for any of the purposes described in subdivision (e) of section 33334.2 of the Health and Safety Code to promote home ownership.
- (7) The owner shall provide to the city any additional information required by the city to ensure the long-term affordability of the affordable units by eligible households.

(b) Affordable housing agreement. Affordability shall be ensured by requiring that the applicant enter into an affordable housing agreement in accordance with this division, as approved by the city attorney. The affordable housing agreement shall be recorded by the applicant of a housing development with the County Recorder.

#### **Sec. 106-1426. Application Requirements**

(a) Application Materials. In addition to the required application materials for the project, the applicant shall submit separate site plan(s) containing the following information:

- (1) A brief description of the housing development, and a chart including the number of market-rate units and affordable units proposed, and the basis for the number of affordable units.
- (2) The unit-mix, locations, floor plans and square footages, and a statement as to whether the housing development is an ownership or rental project.
- (3) In the event the developer proposes a phased project, a phasing plan that provides for the timely development of the affordable units as the housing development is constructed.
- (4) A detail of the specific concessions, incentives, waivers, or modifications being requested for the housing development.
- (5) Any other information reasonably requested by the community development director to assist with the evaluation of the affordable housing plan and housing development.

- (6) The affordable housing site plan shall be incorporated into all sets of plans used in application for building plan check and building permit issuance.

### **Sec. 106-1427. Appeals**

(a) The applicant, upon the community development director's written denial of a housing development, may appeal the decision of the community development director to the planning and preservation commission.

(b) If the planning and preservation commission upholds a denial issued by the community development director, the applicant may appeal the decision of the planning and preservation commission to the city council.

(c) An applicant shall file a written appeal of a decision for denial of a housing development issued by the community development director or planning and preservation commission pursuant to division 2 of article II of this chapter."

**SECTION 4.** The City has evaluated any potential environmental impacts associated with the adoption of the proposed ordinance that provides regulations to govern the issuance of a density bonus requests and related incentives or concessions to facilitate the development of housing developments with affordable units, consistent with State density bonus law, pursuant to Government Code Section 65915, et al. An Initial Study and Negative Declaration of Environmental Impact have been prepared for the Project in accordance with the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.), the State CEQA Guidelines (14 Code of Regulations Section 15000, et seq.) and the City's CEQA procedures. Based upon the Initial Study, the proposed Negative Declaration and the comments thereon, the City Council finds that the Negative Declaration represents the independent judgment of the City and that there is no substantial evidence that the project may have a significant effect on the environment. The documents constituting the record on which this decision is based are on file in the City.

**SECTION 5.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The San Fernando City Council hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

**SECTION 6.** Pursuant to California Government Code Section 36937, this ordinance shall take effect and be in full force and effect thirty (30) days after its final approval by the San Fernando City Council.

**SECTION 7.** The City Clerk shall cause this ordinance to be published and posted in accordance with the requirements noted in California Government Code Section 36933.

**SECTION 8.** That the Mayor shall sign and that the City Clerk shall attest to the adoption of this ordinance by the City Council of the City of San Fernando at the duly noticed regular meeting held on the 21<sup>st</sup> day of October, 2013.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando a regular meeting held on the 21<sup>st</sup> day of October, 2013.

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Antonio Lopez, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

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Rick R. Olivarez, City Attorney

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

I, Elena G. Chávez, City Clerk of the City Council of the City of San Fernando, do hereby certify that the foregoing resolution was duly adopted by the City Council at its meeting held on the 21<sup>st</sup> day of October 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Elena G. Chávez, City Clerk

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**ORDINANCE NO. 1629****AN ORDINANCE OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 106 (ZONING) OF THE SAN FERNANDO CITY CODE TO ESTABLISH DIVISION 16 TO ARTICLE VI TO PROVIDE THE REQUIRED REGULATIONS TO ALLOW THE CITY TO REVIEW AND FACILITATE THE ISSUANCE OF REASONABLE ACCOMMODATIONS TO PERSONS WITH DISABILITIES, AS REQUIRED BY FEDERAL AND STATE HOUSING LAW**

**WHEREAS**, pursuant to the Federal Fair Housing Amendments Act of 1988 and the State of California Fair Employment and Housing Act, cities and counties are prohibited from discriminating against individuals with disabilities through land use and zoning decisions and procedures;

**WHEREAS**, the proposed Reasonable Accommodation Ordinance would provide individuals with disabilities the ability to request reasonable accommodation in the application of the City's rules, policies, practices and procedures, as necessary to ensure equal access to housing, pursuant to Federal and State fair housing laws;

**WHEREAS**, on September 10, 2013, the Planning and Preservation Commission held a properly noticed public hearing at which it received a report from City staff as well as oral and written testimony from the public, and deliberated on the item. At that meeting, the Planning and Preservation Commission recommended through the adoption of Planning and Preservation Commission Resolution 2013-09 that the City Council adopt the proposed zone code amendments in this Ordinance; and,

**WHEREAS**, the City Council public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091.

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

**SECTION 1.** The foregoing recitals are true and correct and made a part of this Ordinance.

**SECTION 2.** The City Council hereby finds as follows:

- a) **The proposed zone text amendment is consistent with the objectives, policies, general land uses and programs of the City's General Plan.**

The proposed zone text amendment to the San Fernando City Code would establish provisions to allow for the consideration of reasonable accommodation requests by individuals with disabilities, in compliance with Federal and State fair housing laws. The proposed reasonable accommodation ordinance would allow for the City to review requests for deviations of the City's development standards and zoning requirements to facilitate fair and equitable housing for individuals with disabilities. Furthermore, adoption of the proposed ordinance would

allow the for the City's General Plan Housing Element, and any future updates, to be in compliance with applicable housing laws by removing governmental constraints and impediments to providing housing that serves the needs of individuals with disabilities in the community and eliminating housing discrimination for this population.

**b) The adoption of the proposed zone text amendment would not be detrimental to the public interest, health, safety, convenience or welfare.**

The proposed revisions to the city zoning ordinance would facilitate the City's consideration of reasonable accommodations for individuals with disabilities and remove constraints to providing fair and equitable housing to this underserved segment of the community. The reasonable accommodation ordinance would improve the quality of life for individuals with a disability by providing accommodations that would allow a disabled individual equal ease and enjoyment of property current experienced by non-disabled persons in the City. Therefore, the proposed zone text amendments would not be detrimental to the public interest, health, safety, convenience or welfare.

**SECTION 3.** Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando City Code is hereby amended with the following language to establish Division 16, providing regulations to govern the issuance of reasonable accommodation request to individuals with disabilities, in compliance with Federal and State fair housing laws:

## **“DIVISION 16. REASONABLE ACCOMMODATION**

### **Sec. 106-1430. Purpose**

(a) Purpose. It is the purpose of this division, pursuant to federal and state fair housing laws, to provide individuals with disabilities reasonable accommodation in the application of the city's rules, policies, practices, and procedures, as necessary, to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. The purpose of this division is to provide a procedure for individuals with disabilities to make requests for, and be provided, reasonable accommodation with respect to development standards, building regulations, rules, policies, practices, and/or procedures of the city, including land use and zoning regulations, when reasonable accommodation is warranted based upon sufficient evidence, to comply fully with the intent and purpose of the fair housing laws.

### **Sec. 106-1431. Definitions**

For the purpose of this division, the following definitions shall apply:

“Applicant” means a person, business, or organization making a written request to the city for reasonable accommodation in the strict application of land use or zoning provisions of this division.

“Department” means the city's community development department.

“Director” means the city's community development director.

“Individual with a disability” means an individual who has a physical or mental impairment that limits one or more of that person's major life activities; anyone who is regarded as having such impairment; or anyone who has a record of having such impairment; but not including an individual's current, illegal use of a controlled substance, unless an individual has a separate disability.

“Fair housing laws” mean the "Fair Housing Amendments Act of 1988" (42 U.S.C. § 3601, et seq.), including reasonable accommodation required by 42 U.S.C. § 3604 (f)(3)(B), and the "California Fair Employment and Housing Act" (California Government Code Section 12900, et seq.), including reasonable accommodation required specifically by California Government Code Sections 12927 (c)(1) and 12955 (I), as any of these statutory provisions now exist or may be amended from time to time.

“Reasonable accommodation” means any deviation or waiver requested and/or granted from the strict application of various land use, zoning, or building laws, development standards, rules, policies, practices and/or procedures of the city, to individuals with a disability, or developers of housing for people with disabilities, when it is necessary to eliminate barriers to housing opportunities and provide an equal opportunity to use and enjoy a dwelling. Deviations may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; regulation of vehicular ingress and egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion; requirements for periodical review by the director; and such other conditions as the director may deem necessary to ensure compatibility with surrounding uses, to preserve the public health, safety, and welfare.

#### **Sec. 106-1432. Requesting Reasonable Accommodation**

(a) In order to make specific housing available to individuals who have physical or mental impairments, an individual with a disability or representative may request reasonable accommodation, pursuant to this division, relating to the application of various land use, zoning, or building laws, development standards, rules, policies, practices, and/or procedures of the city.

(b) Notice of the availability of reasonable accommodation shall be prominently displayed at public information counters in the department and building divisions advising the public of the availability of the procedure for eligible individuals. Forms for requesting reasonable accommodation shall be available to the public in the department and building divisions.

(c) If an individual with a disability or representative needs assistance in making a request for reasonable accommodation, or appealing a determination regarding reasonable

accommodation, the department will endeavor to provide the assistance necessary to ensure that the process is accessible to the applicant or representative. The applicant may be represented at all stages of the proceeding by a person designated by the applicant as his or her representative or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning, or building regulation, policy, practice, or procedure acts as a barrier to fair housing opportunities.

(d) A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.

(e) While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is subject of the request shall remain in full force and effect.

(f) Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.

(g) A request for reasonable accommodation to allow one or more deviations of laws, development standards, rules, policies, practices, and/or procedures must be filed on an application form provided by the city, shall be signed by the owner of the property, and shall include the following:

- (1) Name and address of the individual(s) requesting reasonable accommodation;
- (2) Name and address of the property owner(s);
- (3) Address of the property for which accommodation is requested;
- (4) The current actual use of the property that is the subject of the request;
- (5) Description of the requested accommodation and the regulations, policy or procedure for which accommodation is sought;
- (6) Verifiable evidence to support the claim that fair housing laws apply to the individual(s) with a disability, which may include a letter from a medical doctor or other licensed health care professional, a handicapped license, or other appropriate evidence that establishes that the individual(s) needing the reasonable accommodation is/are disabled/handicapped pursuant to fair housing laws;
- (7) The specific reason the requested accommodation is necessary for individual(s) with the disability to use and enjoy the dwelling;
- (8) Verification by the applicant that the property that is the subject of the request for reasonable accommodation will be used by the person for whom reasonable

accommodation is requested and whose disabilities are protected under fair housing laws;

- (9) The required filing fee for a reasonable accommodation request, as provided for in the city's adopted fee schedule; and
- (10) Other supportive information deemed necessary by the department to facilitate proper consideration of the request, consistent with fair housing laws and the privacy rights of the individual(s) with a disability.

#### **Sec. 106-1433. Review and Determination**

(a) Review. The director or his or her designee shall review and provide a determination on an application for reasonable accommodation pursuant to this division and fair housing laws. The director shall have the ability to request any information necessary to assess an application for reasonable accommodation and provide a determination to an applicant within thirty (30) days of the date of submittal of a completed application. In the event that a request for additional information is made, the thirty (30) day period to issue a decision is stayed until the applicant responds to the request. Within thirty (30) days of the date of the submittal of a completed application, and as provided for in this section, the director shall take one of the follow actions regarding a request for reasonable accommodation:

- (1) Grant the reasonable accommodation request, pursuant to section 106-1433(g);
- (2) Grant the reasonable accommodation request, subject to specified nondiscriminatory conditions, pursuant to section 106-1433(g);
- (3) Deny the reasonable accommodation request pursuant to section 106-1433(g); or,
- (4) Refer the determination of the reasonable accommodation request to the planning and preservation commission, who shall render a determination on the application.

(b) Tentative determination of approval. Upon submittal of a completed application for reasonable accommodation and subsequent to an application being deemed complete, the director shall prepare a notice of tentative determination regarding the director's intent to approve the reasonable accommodation request pursuant to this division and fair housing laws. The notice of tentative determination shall be prepared and disseminated as provided below.

- (1) *Content.* The notice of tentative determination shall provide a detailed description of the subject property, the reasonable accommodation request, and tentative findings pursuant to section 106-1433 (g). Additionally, the notice of tentative determination shall include information on the public comment period for the request.

- (2) *Public notice.* A notice of tentative determination shall be mailed to the applicant, property owner of record of the property that is the subject of the reasonable accommodation request, and all neighboring properties abutting the subject property within fifteen (15) days from the submittal of a completed application for reasonable accommodation.
- (3) *Public comment period.* A comment period of no less than ten (10) days from the date noted on the notice of tentative determination shall be provided to all affected owners of property that abut the property that is the subject of the reasonable accommodation request.

(c) Final determination of approval. Subsequent to the issuance of a notice of tentative determination for approval of the reasonable accommodation request, as provided for in subsection (b), the director shall prepare a notice of final determination regarding the director's decision to approve the reasonable accommodation request. The notice of final determination shall be prepared and disseminated as provided below.

- (1) *Content.* The notice of final determination shall provide a detailed description of the subject property, the reasonable accommodation request, and findings required for approval pursuant to section 106-1433 (g). Additionally, the notice of final determination shall include information on the appeal process for all abutting properties that are aggrieved by the decision of the director.
- (2) *Public notice.* A notice of final determination shall be mailed to the applicant, property owner of record of the property that is the subject of the reasonable accommodation request, and all neighboring properties abutting the subject property within thirty (30) days from the submittal of a completed application for reasonable accommodation.

(d) Denial. Subsequent to submittal and the director's review of a request for reasonable accommodation, the director shall notify an applicant in writing if a determination for denial of the reasonable accommodation request is made. The director shall provide the justification for denial of the reasonable accommodation request pursuant to section 106-1433 (g). An applicant may appeal the decision of the director to the planning and preservation commission, as provided for in section 106-1434.

(e) Applicability. A reasonable accommodation request that is granted pursuant to this division shall not require the approval of any variance. The reasonable accommodation shall be subject to the following provisions:

- (1) The reasonable accommodation shall only be applicable to a residential structure occupied by one or more individuals with a disability.



- (2) The reasonable accommodation shall only be applicable to the specific use for which application is made.
  - (3) The reasonable accommodation is subject to any and all building code permit and inspection requirements of the city.
  - (4) Any change in use or circumstances that negate the basis for the approval of the reasonable accommodation shall require its termination and removal, unless continuance of the reasonable accommodation is approved by the director pursuant to section 106-1433(f).
  - (5) Within sixty (60) days from the date that an individual with a disability vacates the property that is the subject of the reasonable accommodation, the reasonable accommodation shall be removed in its entirety.
  - (6) The director may impose additional conditions on the approval of a reasonable accommodation request that are consistent with the purposes of this division and fair housing laws.
- (f) Duration of reasonable accommodation. If a request for reasonable accommodation is approved pursuant to this division, the request shall be granted to an individual with a disability and shall not run with the land unless:
- (1) The reasonable accommodation is physically integrated into the residential structure and cannot be easily removed or altered to comply with all applicable laws, development standards, rules, policies, practices, and/or procedures; or,
  - (2) Another individual or individuals with a disability use the property and structure that is the subject of the reasonable accommodation request; or,
  - (3) The property owner of record provides a written request stating the reason why the reasonable accommodation shall be retained without the occupancy of the residential structure by an individual with a disability, as originally permitted; and,
  - (4) The director provides a written determination assessing the applicant's request to retain the reasonable accommodation without the occupancy of the residential structure by an individual with a disability, as originally permitted. A determination for denial of the retention of a reasonable accommodation pursuant to this section shall require the director to make those findings provided in section 106-1433 (g). Subsequent to the director's determination of denial, the property owner of record shall have sixty (60) days to remove the reasonable accommodation from the subject property or comply with the previously approved reasonable accommodation request pursuant to this division.

(g) Required findings. A written determination to approve, approve with conditions, or deny a request for reasonable accommodation shall be based on the following factors:

- (1) Whether the parcel and/or housing that is the subject of the request for reasonable accommodation will be used by an individual with disabilities protected under fair housing laws;
- (2) Whether the request for reasonable accommodation is necessary to make the specific housing available to one or more individuals protected under fair housing laws;
- (3) Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the city; and
- (4) Whether the requested reasonable accommodation would require a fundamental alteration of the zoning or building laws, policies, and/or other procedures of the city.

#### **Sec. 106-1434. Appeals**

A final written determination made by the director on a reasonable accommodation request may be appealed to the planning and preservation commission, as provided below:

(a) Within ten (10) days of the date of the notice of final determination, an appeal may be filed in writing or on a form provided by the city, pursuant to this section. An appeal shall contain a detailed statement of the grounds for the appeal.

(b) Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.

(c) An appeal may be filed by those directly aggrieved by the decision and determination of the director. For purposes of this section, “directly aggrieved” shall mean the applicant, representative of an individual with a disability, or owner of the property that is the subject of the reasonable accommodation request, and those property owners that directly abut the property that is the subject of the reasonable accommodation.

(d) The written decision of the director shall become final unless an applicant appeals it to the planning and preservation commission.

(e) The planning and preservation commission shall hear the matter and render a written determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed, or after an application has been referred to it by the director. All

determinations shall address and be based upon the same findings required to be made in the original determination from which the appeal is taken.

(f) A notice of public hearing for the appeal shall be mailed to the person filing the appeal and those directly aggrieved at least ten (10) days prior to the date of the public hearing. The notice of public hearing shall include a description of the property that is the subject of the reasonable accommodation, the reason for which the appeal is filed, the date of the public hearing, and the location of the public hearing.

(g) Within thirty (30) days from the decision and determination of the planning and preservation commission, those directly aggrieved by the decision may appeal to the city council. The procedures that apply for filing an appeal with the city council are the same procedures that apply for filing an appeal with the planning and preservation commission pursuant to division 2 of article 2 of this chapter. All determinations shall address and be based upon the same findings required to be made in the original determination from which the appeal is taken.

(h) The written decision of the planning and preservation commission shall become final unless an applicant appeals it to the city council.

(i) The filing fee for an appeal shall be equal to half of the application filing fee for the reasonable accommodation request, as provided for in the city's adopted fee schedule.

(j) An applicant may request reasonable accommodation in the procedure by which an appeal will be conducted."

**SECTION 4.** The City has evaluated any potential environmental impacts associated with the adoption of the proposed ordinance that provides regulations to govern the issuance of reasonable accommodation requests to individuals with disabilities, in compliance with Federal and State fair housing. An Initial Study and Negative Declaration of Environmental Impact have been prepared for the Project in accordance with the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.), the State CEQA Guidelines (14 Code of Regulations Section 15000, et seq.) and the City's CEQA procedures. Based upon the Initial Study, the proposed Negative Declaration and the comments thereon, the City Council finds that the Negative Declaration represents the independent judgment of the City and that there is no substantial evidence that the project may have a significant effect on the environment. The documents constituting the record on which this decision is based are on file in the City.

**SECTION 5.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The San Fernando City Council hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

**SECTION 6.** Pursuant to California Government Code Section 36937, this ordinance shall take effect and be in full force and effect thirty (30) days after its final approval by the San Fernando City Council.

**SECTION 7.** The City Clerk shall cause this ordinance to be published and posted in accordance with the requirements noted in California Government Code Section 36933.

**SECTION 8.** That the Mayor shall sign and that the City Clerk shall attest to the adoption of this ordinance by the City Council of the City of San Fernando at the duly noticed regular meeting held on the 21<sup>st</sup> day of October, 2013.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando a regular meeting held on the 21<sup>st</sup> day of October, 2013.

\_\_\_\_\_  
Antonio Lopez, 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 G. Chávez, City Clerk of the City Council of the City of San Fernando, do hereby certify that the foregoing resolution was duly adopted by the City Council at its meeting held on the 21st day of October, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Elena G. Chávez, City Clerk



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## ADMINISTRATION DEPARTMENT

### MEMORANDUM

**TO:** Mayor Antonio Lopez and Councilmembers

**FROM:** Don Penman, Interim City Manager

**DATE:** October 21, 2013

**SUBJECT:** Consideration to Adopt Resolution No. 7570 Amending the Table of Organization to Add Two Police Desk Officer Positions and Restructure the Community Service Officer Positions from Four Full-time to Four Part-time Positions and Add One New Part-time Junior Cadet Position

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#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 7570 (Attachment "A") Amending the Table of Organization to accomplish the following:

- a. Add two full-time Police Desk Officer positions to the existing number of authorized positions from six to eight; and
- b. Reorganize the Community Service Officer (CSO) program from four full-time CSOs to four part-time (20 hours per week) positions, with benefits; and
- c. Add one part-time Junior Cadet (not-to-exceed 18 hours per week) non-benefit position.

#### **BACKGROUND:**

The Police Department currently has six authorized Police Desk Officer positions. These positions serve in a dual role as dispatchers and jailers. They perform a wide variety of duties with a great deal of responsibility including but not limited to: receiving and evaluating requests for police service by telephone or in person; dispatching of Police Officers to calls for service in the field (including 911 calls); keeping logs, typing forms and records and preparing reports; searching prisoners' persons and property, including visual body cavity, and strip searches of same sex prisoners; and conducting jail inspections to ensure the health and safety of prisoners. They also receive the public and answer complaints or route those complaints to proper police personnel for assistance. They are required to complete a four-week Police Dispatcher Basic Training course and a 12-week Board of Corrections Officer Examination course. It has been determined through an internal review, as well as, a Los Angeles County Sheriff's Department review of the jail that the Police Department needs a compliment of eight Police Desk Officer

Consideration to Adopt a Resolution Amending the Table of Organization to add Two Police Desk Officer Positions and Restructure the Community Service Officer Positions from Four Full-time to Four Part-time Positions and Add One New Part-time Cadet Positions

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positions to staff the jail and communications area for the seven day a week 24 hour a day operation as opposed to the current compliment of six.

Due to the City's financial difficulties, new funding is not available to finance the two additional Police Desk Officer positions. Therefore, staff undertook an analysis of the operations within the Police Department to determine if some savings could be achieved in other areas that could finance the two new Police Desk Officer positions. One of the areas that was reviewed was the Community Service Officer (CSO) Program to see if it could be restructured to achieve savings that could finance the Police Desk Officer positions without compromising the overall mission of the CSO Program.

On another note, as a result of the staffing cuts in the Police Department over the past few years, support staff has been eliminated that has caused a significant backlog in the processing of various reports and documents that are the responsibility of the Records Bureau. In some cases, data input is several months behind due to these staff cuts. This has also impacted the processing of booking fees. The Department has been looking at alternatives to address this backlog while attempting to stay within the confines of the existing budget. The most viable alternative is to hire another part-time Junior Cadet who would work up to 18 hours per week and would be a non-benefit position to assist in the Records Bureau.

#### **ANALYSIS:**

After reviewing the CSO program, it has been determined that the number of hours, currently with four full-time positions, can be reduced and still address the primary responsibilities of the job. Duties of the CSOs primarily involve patrolling the streets and City parking lots by foot, vehicle, or bicycle to enforce parking regulations and issue citations; follow the designated routes of the street sweeper to enforce posted no parking restrictions; occasionally assist in the control of pedestrian and automotive traffic; provide information to the public with respect to parking regulations; and other related duties as assigned. Currently, with furloughs, there are 144 hours per week that are allocated with the four full-time staff, each working 36 hours. Based on an analysis of workload by the Police Department, including the number of citations that have been written over the past year, the Department has determined that it can maintain a fairly comparable parking enforcement program with four part-time CSOs for a total of 72 hours per week. The savings, through this reduction and reorganization, can finance the addition of two new Police Desk Officers. While this reduction in hours would have some impact on other duties of the CSOs, staff believes this reduction should not impact the parking program in a material way as the number of citations and commensurate revenue has been in decline in recent times.

Savings from restructuring the CSO Program and other salary savings for this year can also be allocated to hiring one part-time Junior Cadet who can assist with the significant backlog of work in the Records Bureau.



Consideration to Adopt a Resolution Amending the Table of Organization to add Two Police Desk Officer Positions and Restructure the Community Service Officer Positions from Four Full-time to Four Part-time Positions and Add One New Part-time Cadet Positions

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## BUDGET:

Provided below is the cost analysis to hire two new Police Desk Officers, one part-time Junior Cadet and reducing the CSO compliment from four full-time CSOs to four part-time CSOs. These costs include benefits except for retirement which are funded by the Retirement Fund and have no General Fund impact.

<u>Police Desk Officers</u>		
	Six months at Step A and six months at Step B with benefits (two positions)	\$139,413
<u>Junior Cadet</u>		
	Hourly rate \$9.58 X 18 hours per week X 52 weeks = \$8,967	<u>\$ 8,967</u>
	Total annual costs full year for two Police Desk Officers and Junior Cadet	\$148,380
<u>Community Safety Officer (CSO)</u>		
	Four full-time positions with benefits	\$287,425
	Four part-time positions with benefits	<u>\$144,920</u>
	Net savings with four part-time CSOs	\$142,505

Based on this analysis the cost of adding two full-time Police Desk Officers, one Junior Cadet, and reducing the staffing level from four full-time to four part-time CSOs with benefits is essentially a break even result, with only annual \$5,875 increase (all these numbers assume a full fiscal year of 12 months).

As part of this overall analysis, staff reviewed other options to determine if they were feasible, cost effective, or cost neutral. These included the following:

1. Maintain two full-time CSOs and cut two full-time CSOs from the budget. This alternative would essentially achieve a cost neutral result. However, it would offer considerably less flexibility in scheduling in the Police Department to have CSOs work during the most critical times when parking enforcement is most needed. Four part-time CSOs would offer greater flexibility to the Department to adjust schedules to meet these peak parking demand timeframes. Additionally, while this alternative would be cost neutral, it would result in the layoff of two staff members, while having four part-time staff would allow them to maintain their employment with the City with some level of benefits including health insurance, albeit with fewer hours.
2. It was suggested by the Employee Group representative during the discussions of the impacts of this reorganization of the CSO program that the two CSOs who could potentially be laid off could be reassigned to the additional Police Desk Officer positions that are being proposed in order to save their jobs with the City. This alternative is not advisable because the City has already completed a recruitment process for Police Desk

Consideration to Adopt a Resolution Amending the Table of Organization to add Two Police Desk Officer Positions and Restructure the Community Service Officer Positions from Four Full-time to Four Part-time Positions and Add One New Part-time Cadet Positions

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Officers and has an eligibility list, which includes two current San Fernando Police Department employees. This alternative would require that the valid list be invalidated which is not permitted in our current Personnel Rules based on the fact that there are still four persons on the list.

3. There was also a suggestion that the City maintain a staffing level of two full-time CSOs and two part-time CSOs. This alternative would not be cost neutral and in fact would cost the City an additional \$79,503 annually to the General Fund budget.

### **SUMMARY:**

The Police Department has a need to add two Police Desk Officer positions to its existing compliment of six. Due to the City's financial difficulties, there are no existing available funds to finance this \$139,413 cost. Therefore, staff reviewed internal operations within the Police Department and determined that reorganization of the CSO Program can provide the funding for two additional Police Desk Officer positions and most of the cost of a Junior Cadet. Staff is recommending adoption of Resolution No. 7570 amending the Table of Organization to implement those changes.

### **ATTACHMENT:**

A. Resolution No. 7570

**ATTACHMENT “A”****RESOLUTION NO. 7570**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING THE 2013-2014 FISCAL YEAR TABLE OF ORGANIZATION AND REPEALING PORTIONS OF RESOLUTION NO. 7545, ADOPTED JULY 1, 2013, AND ALL RESOLUTIONS AMENDATORY THEREOF, AND ALL MOTIONS OF THE CITY COUNCIL IN CONFLICT HEREWITH**

**WHEREAS**, the City Council of the City of San Fernando has adopted the Fiscal Year 2013-2014 Table of Organization on July 1, 2013, per Resolution No. 7545; and

**WHEREAS**, the Table of Organization as adopted for FY 2013-2014 assigned positions to specific departments, divisions, and activities by title and number.

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

**SECTION 1:** That that portion of the said Table of Organization adopted on July 1, 2013, per Resolution No. 7545, be further amended by deleting the following information under “budgeted hours per week,” “full time equivalent (FTE) status,” and “average number of personnel in position” as follows:

<u>DEPARTMENT/TITLE</u>	BUDGETED HOURS PER WEEK	FULL TIME EQUIVALENT (FTE) STATUS	AVERAGE NUMBER OF PERSONNEL IN POSITION
<u>POLICE</u>			
Community Service Officer	160	4	4
Police Desk Officer	240	6	6
Junior Cadet (P/T)	40	1	2

**SECTION 2:** That that portion of the said Table of Organization adopted on July 1, 2013, per Resolution No. 7545, be further amended by adding thereto the following information under “budgeted hours per week,” “full time equivalent (FTE) status,” and “average number of personnel in position” as follows:

<u>DEPARTMENT/TITLE</u>	<u>BUDGETED HOURS PER WEEK</u>	<u>FULL TIME EQUIVALENT (FTE) STATUS</u>	<u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u>
<u>POLICE</u>			
Community Service Officer (P/T)	80	2	4
Police Desk Officer	320	8	8
Junior Cadet (P/T)	58	1.5	3

**SECTION 3:** Except as amended herein, all other provisions of the said Table of Organization adopted on July 1, 2013, per Resolution No. 7545, remains unchanged and in full force and effect.

**SECTION 4:** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED** this 21<sup>st</sup> day of October, 2013.

\_\_\_\_\_  
Antonio Lopez, 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 21<sup>st</sup> day of October 2013, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk



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## COMMUNITY DEVELOPMENT DEPARTMENT

### MEMORANDUM

**TO:** Mayor Antonio Lopez and Councilmembers

**FROM:** Don Penman, Interim City Manager  
By: Fred Ramirez, Community Development Director

**DATE:** October 21, 2013

**SUBJECT:** Consideration to Approve a License Agreement (Contract No. 1726) for Use of Public Paseo Area with 110 North Maclay Avenue, LLC

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#### **RECOMMENDATION:**

It is recommended that the City Council approve a License Agreement (Attachment "A" – Contract No. 1726) with 110 North Maclay Avenue, LLC to allow for the development and use of the Public Paseo Area adjacent to 110 and 120 North Maclay Avenue.

#### **BACKGROUND:**

1. On October 4, 2004, the former City of San Fernando Redevelopment Agency granted approval of Site Plan Review 2004-29, which facilitated redevelopment of 120 North Maclay Avenue. Site Plan Review 2004-29 included the development of a public paseo adjacent to the building's south elevation. The conditions of approval for Site Plan Review 2004-29 include a condition requiring that the Public Paseo Area include decoratively paved pathways, overhead lights, pronounced entryways, large potted plants, and decoratively compatible portable benches and chairs. The commercial building at 120 North Maclay Avenue was eventually developed as a multi-tenant commercial building. The building was the former home of the Social Security Administration offices.
2. On August 1, 2006, the City's Planning Commission granted approval of Conditional Use Permit 2006-02, which was intended to facilitate development of 110 North Maclay Avenue with a restaurant that included the on-site sale and consumption of alcoholic beverages as an ancillary use to a proposed bona fide eating establishment. Construction permits to begin development of proposed restaurant were never obtained and therefore the CUP 2006-02 expired.
3. On April 6, 2009, the former City Redevelopment Agency authorized \$35,000 worth of public improvements within the existing 15 feet wide public right-of-way located between 110 and 120 North Maclay Avenues pursuant to the Fiscal Year 2008-2009 Sidewalk Repair Project. The public right-of-way was previously improved as a public alley but as a result of

Consideration to Approve a License Agreement (Contract No. 1726) for Use of Public Paseo Area with 110 North Maclay Avenue, LLC

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the improvements to neighboring commercial properties it was determined by the former redevelopment agency to close the public alley to vehicular traffic and transform the public right-of-way into the existing Public Paseo Area. During this time, the property owner of the two adjacent properties was issued an encroachment permit by the Public Works Department to construct additional improvements in the Public Paseo Area and Pedestrian Pathway leading to the rear entrance of San Fernando City Hall. These improvements included new gates at both ends of the Public Paseo Area as well as a water fountain, overhead lighting, tables and chairs, and landscaping improvements within the Paseo Area. The property owner has continued to renew the encroachment permit for the ongoing use of the Public Paseo Area on an annual basis.

4. On August 20, 2009, the City approved a certificate of occupancy for sixteen (16) offices within the rear portion of the existing building at 110 North Maclay Avenue. The building was previously occupied as the Salvation Army Store in the City of San Fernando. Furthermore, this building was identified by the City as a potentially historic resource as part of the City's 2002 historic resources survey.
5. On September 23, 2013, construction documents were submitted for a proposed coffee shop and bakery to be constructed in the 3,569-square-foot front section of the existing 5,264-square-foot commercial building. As part of the development proposal, the future business tenant is seeking to install and use outdoor seating for its customers adjacent to building in the Public Paseo Area and along the front sidewalk facing North Maclay Avenue. Outdoor dining is permitted pursuant to the applicable development standards of the Downtown District, Civic Center Sub-District of the San Fernando Corridors Specific Plan.

#### **ANALYSIS:**

Over the past nine years, both 110 and 120 North Maclay Avenue have been adaptively reused as multi-tenant commercial buildings, which have helped to promote additional development within the City's Downtown District, Civic Center Sub-District of the San Fernando Corridors Specific Plan. Approval of the License Agreement in support of new development at 110 and 120 North Maclay Avenue is consistent with the Specific Plan's goal to create a lively center of the city where the community comes together for social interaction, shopping and entertainment purposes. In addition, the adaptive reuse of these two structures facilitates the city's redevelopment efforts within the downtown area by introducing office, art exhibition, retail, and service commercial uses within buildings that retain functional storefronts along North Maclay Avenue. These active store fronts create activity and interest along the street frontage and encourage additional foot traffic in the downtown area. (Source: The San Fernando Corridors Plan, Downtown District Development Standards, Section 1. Purpose, Pg. 70.)

The proposed License Agreement seeks to further promote downtown activity by providing outdoor seating areas for adjacent businesses as well as maintaining through access from North Maclay Avenue to public parking facilities and City Hall, which are located to rear, and east of, 110 and 120 North Maclay Avenue. Furthermore, the License Agreement helps create an additional physical amenity in the form of outdoor dining that facilitates adaptive reuse of a



Consideration to Approve a License Agreement (Contract No. 1726) for Use of Public Paseo Area with 110 North Maclay Avenue, LLC

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potentially historic commercial building at 110 North Maclay Avenue while preserving the character defining historic features of the building's front facade.

The License Agreement will ensure that the City continues to have access to the existing sewer line/public utility that is located underground and runs through the Public Paseo Area and alleyway leading to City Hall. The License Agreement notes that City will not be liable for any potential loss in revenue for adjacent businesses due to the Public Paseo Area's closer during the period that the City is making repairs to the underground public utilities. In addition, the License Agreement notes that the City has sole discretion on how to replace the Public Paseo Area surface treatment after completing repairs to the underground utilities which includes, but is not limited to, using asphalt base pavement as the finish surface.

In addition, the License Agreement establishes the requirements for the adjacent owners and business tenants to use and maintain the Public Paseo Area while still preserving public accessibility into and through the Public Paseo Area for the term of the agreement. The term of the License Agreement provides for one initial five (5) year term and six additional five (5) year options. The options to extend the License Agreement are tied directly to the required ongoing occupancy of 110 North Maclay Avenue by the coffee shop and bakery, "Compañía de Café".

#### **CONCLUSION:**

It is staffs assessment that City approval of the License Agreement will facilitate ongoing redevelopment and adaptive reuse of commercial buildings within the City's civic center/downtown area consistent with the City's San Fernando Corridors Specific Plan and General Plan Land Use Element, which seek to retain the small town character of San Fernando while promoting the economic viability of the City's commercial areas. (Source: City of San Fernando General Plan Land Use Element Goals, Pg. IV-6.)

#### **BUDGET IMPACT:**

Approval of the License Agreement will not have an adverse impact on the City's budget. Per the License Agreement, 110 N. Maclay Avenue, LLC will pay an annual fee equal to the City's encroachment permit fee (currently \$95.00) and be responsible for making any new upgrades required as part of the development and operation of the coffee shop and bakery at 110 North Maclay Avenue as well as maintaining the Public Paseo Area during the term of the License Agreement

#### **ATTACHMENT:**

A. Contract No. 1726

**ATTACHMENT "A"****CONTRACT NO. 1726**

**LICENSE AGREEMENT BETWEEN THE CITY OF SAN FERNANDO  
AND 110 NORTH MACLAY AVENUE, LLC FOR THE DEVELOPMENT AND USE  
OF A PUBLIC PASEO LOCATED ADJACENT TO  
110 AND 120 NORTH MACLAY AVENUE**

THIS LICENSE AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013 ("Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("Licensor"), and 110 North Maclay Avenue, LLC, a California limited liability company ("Licensee"). For purposes of this License, the capitalized term "Parties" shall be a collective reference to both Licensor and Licensee and the capitalized term "Party" may refer to either Licensor or Licensee interchangeably.

**RECITALS**

WHEREAS, Licensee is the owner of real property located at 110 North Maclay Avenue Assessor's Parcel No. 2519-002-010 ("110 N. Maclay") and 120 North Maclay Avenue Assessor's Parcel No. 2519-002-005 ("120 N. Maclay") in the City of San Fernando, California, which properties (collectively, the "Licensee Properties") are both developed, or to be developed, as multi-tenant commercial buildings, including a coffee shop and bakery with street frontage along North Maclay Avenue..

WHEREAS, Licensor is the owner of real property located at 117 Macneil Street in the City of San Fernando, California, immediately southeast of the Licensee Properties, upon which City Hall is located ("City Hall Property"). The Licensee Properties and the City Hall Property are depicted in Exhibit "A", which is attached hereto and incorporated herein by this reference.

WHEREAS, the area subject to this License Agreement consists of two sub-areas, referred to herein as the Public Alley portion and the City Hall Pathway portion. The Public Alley portion is that portion of the 15-foot wide public right-of-way located between the two Licensee Properties, which portion extends 140 feet from the northwesterly corner of 110 N. Maclay to the southeasterly corner of 110 N. Maclay. The City Hall Pathway portion consists of certain portions of the public right-of-way and City Hall Property, which are located immediately adjacent to the Public Alley and that extend 67 feet in a southeasterly direction connecting the Public Alley and the primary rear entrance of City Hall. The Public Alley and City Hall Pathway are depicted in Exhibit "B," which is attached hereto and incorporated herein by this reference. The Public Alley, together with the City Hall Pathway, are collectively referred to in this License Agreement as the "License Area."

WHEREAS, on October 4, 2004, the City's Redevelopment Agency granted approval of Site Plan Review 2004-29, which was submitted by Licensee for development of 120 N. Maclay. Site Plan Review 2004-29 included the development of the License Area as a public Paseo. The conditions of approval for Site Plan Review 2004-29 include a condition requiring that the Paseo area include decoratively paved pathways, overhead beams, pronounced entryways, large potted plants, and decoratively compatible portable benches and chairs.

WHEREAS, Licensee and Licensor have made physical improvements to the License Area as a public Paseo, including a pedestrian walkway and seating area. Licensee and Licensor have made physical improvements to the Public Alley portion of the License Area by installing decorative pavement or paving stones, gates at the entries to the Public Alley, and decorative overhead beams and lighting, and have furnished the Public Alley with moveable landscape planters, tables, benches and chairs ("Paseo Amenities"), as more particularly set forth in the Approved Plans (defined below). Licensor has also made physical improvements to the City Hall Pathway by installing decorative pavement (the "Pathway Improvements"), in order to create a visible linkage between the Public Alley and the primary rear entrance of City Hall, as more particularly set forth in the Approved Plans.

WHEREAS, Licensor intends that the physical improvement of the License Area and the development of the License Area as a public Paseo, including a pedestrian walkway and seating area, will revitalize the Public Alley that has historically been underutilized and was used primarily as an unloading site for secondhand goods when 110 N. Maclay was occupied by the Salvation Army. Licensor's intent and desire is that City residents and members of the public will benefit from access and use of the Public Alley as a public Paseo. Because of the benefit that will inure to the public from the access and use of the Public Alley as a public Paseo, Licensor strongly discourages the closure of the Public Alley to members of the public. However, Licensor also recognizes that due to the quality of the physical improvements which will be constructed by Licensee upon the Public Alley and the quality of the Paseo Amenities, as well as the need for supervision by Licensee to maintain the physical appearance and integrity of the physical improvements and Paseo Amenities, that closure of a portion of the Public Alley may be warranted in limited instances, including late evening and early morning hours, City recognized holidays when a majority of the businesses located on the Licensee Property are closed for business, and limited special events as approved through the City's special event permit application process.

WHEREAS, Licensor is willing to grant this License to Licensee, subject to the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE MUTUAL PROMISES AND AGREEMENTS HEREINAFTER CONTAINED, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH LICENSOR AND LICENSEE ACKNOWLEDGE, LICENSOR AND LICENSEE HEREBY AGREE AS FOLLOWS:

**1. LICENSE.**

Licensor hereby grants to Licensee a nonexclusive license ("License") to use and improve the License Area, subject to the terms and conditions of this License Agreement. Pursuant to this License, Licensee will maintain all the existing and proposed Paseo Amenities and Pathway Improvements in the Public Alley portion of the License Area, all as more particularly described in this License Agreement.

## **2. TERM.**

A. Subject to Sections 8 (Default and Termination) and 9 (Default/Termination and Revocation) of this License, the term of this License shall be five (5) years (the "Initial Term"), commencing on the Effective Date of this License Agreement and ending at 11:59 p.m. on \_\_\_\_\_, 2018, subject to the terms and conditions of this License Agreement. Upon the expiration or termination of this License, at any time or upon any grounds provided herein, Licensee shall immediately vacate the Licensed Area, and if requested by the City, restore the Licensed Area to its condition as of the Effective Date, at the sole exclusive cost of Licensee. Notwithstanding the previous sentence, Licensee shall have no right to work on or otherwise use the License Area until Licensee has delivered to Licensors the proof of insurance required by Section 13.

B. Licensee shall have six (6) options to extend the term of this License for additional consecutive five (5) year periods (each, an "Extension Period"), subject to the following conditions:

(1) Licensee delivers to the City Manager (with a copy to the City Attorney) written notice of its intent to extend the term at least ninety (90) days (but no more than one year) prior to the expiration of the preceding Term;

(2) the Licensee will provide proof of continued occupancy of the 110 North Maclay Avenue tenant space by the coffee shop and bakery "Compania de Café" or similar use as allowed in the City's zoning regulations;

(3) the Paseo Amenities and Pathway Improvements have been maintained in compliance with this License Agreement;

(4) the Licensee Properties are in full compliance with the conditions of approval of Site Plan Review 2004-29, respectively; and

(5) there is no uncured default of this License Agreement.

## **3. ANNUAL LICENSE FEE.**

A. Licensee shall pay to Licensors an annual license fee ("License Fee") in advance on the first (1st) day of each calendar year during the term hereof. Licensors and Licensee estimate the annual License Fee for the first year of this License to be approximately Ninety-Five and 00/100 Dollars (\$95.00). The License Fee shall be payable in lawful money of the United States to the City Treasurer at the address stated in Section 28 or to such other persons or at such other places as Licensors may designate in writing. The License Fee for any partial month at the beginning or end of the term shall be prorated at the rate of 1/30th of the monthly license fee per day.

B. The annual License Fee shall be an amount equivalent to Licensors' applicable encroachment permit fee as established by City Council Resolution.

#### **4. USE.**

A. Licensee is authorized to use the License Area as a public Paseo, including a pedestrian walkway and seating area, subject to the terms and conditions of this Agreement. Except as set forth in Section 6, Licensee shall not in any way limit public access to the License Area, except where Licensee has granted Exclusive Use for Tenants of 110 North Maclay Avenue or 120 North Maclay Avenue in the areas depicted on Exhibit "B": Site Plan as "Exclusive Use Areas".

B. The Parties acknowledge that the coffee shop and bakery is entitled to the exclusive use of the 6-foot wide by 60-foot long designated outdoor dining area adjacent to the northeasterly property line (the "Outdoor Dining Area"). The Outdoor Dining Area is located within the Public Alley and is an Exclusive Use Area as depicted on Exhibit "C".

C. Licensee has inspected and accepts the License Area in an "as is" condition, and Licensee shall bear the entire cost and expense of the physical improvements and maintenance of the License Area, except as provided in Section 7 of this License Agreement.

**5. PERMIT.** Licensee shall obtain any permits required by the Community Development Department and Public Works Department to improve and maintain the License Area as specified in this License Agreement.

**6. ACCESS TO PUBLIC ALLEY BY PUBLIC.** Licensee acknowledges that, because of the benefit that will inure to the public from the access and use of the Public Alley as a public paseo, Licensor strongly discourages the closure of the Public Alley to members of the public. Licensee agrees that the portion of the Public Alley located outside the gates depicted as the "Gates" on the Site Plan (the "Gates") that have been constructed by Licensor upon the Public Alley, as depicted on Exhibit "B", will be available for access by the public at all times. Licensee agrees that the portion of the Public Alley located between the Gates and depicted as the "Gated Portion" on the Site Plan ("Gated Portion") will be available for access by the public seven days per week between the hours of 8:00 a.m. to 10:00 p.m., and such additional hours as Licensee may elect in its discretion, except in the following instances:

A. Licensee may close the Gated Portion to public access on City recognized holidays on which the majority of the businesses located on the Licensee Property are closed for business.

B. Licensee may close the Gated Portion to public access on days on which the majority of the businesses located on the Licensee Property are closed for business, other than City recognized holidays, provided that Licensee obtains written authorization from the City Manager not less than ten (10) days prior to the closure. In addition, the Licensee shall provide for Licensor emergency access through the installation of a knox box or similar equipment as deemed acceptable by the City Public Works Director and the City Chief of Police.

C. Licensee may close the Gated Portion to public access for a special event that will be conducted within the Gated Portion, provided that Licensee obtains a special event permit from Licensor not less than forty-five (45) days prior to the date of the special event through the City's special event permit application process. Licensor shall authorize closure of

the Gated Portion under this Section 6.C only in limited circumstances, not to exceed a maximum of twelve (12) closures per year.

**7. ACCESS TO LICENSE AREA BY CITY.** Licensee agrees that Licensor shall have access to the License Area as necessary to perform emergency or mandatory maintenance or repairs to underground public utilities that are located below the License Area, and acknowledges that Licensor may need to cut, disturb or remove any improvements made to the License Area by Licensee. Licensor reserves the right to close any portions of the License Area as deemed necessary by the City Public Works Director or his or her designee in order to perform the emergency or mandatory maintenance or repairs referenced herein. All work by Licensor referenced above shall be performed at Licensor's sole expense. Licensor agrees to repair, at its sole expense, any portion of the License Area with an asphalt base pavement only, and subsequent to such repair by Licensor, Licensee shall restore, at its sole expense, the repaired portion of the License Area to the standards required in the Approved Plans. Unless immediate action is necessary for the protection of the public health, safety, or welfare, Licensor will provide advance notice of no less than 24 hours whenever physically possible to Licensee when performing the maintenance or repairs referenced in this Section 7. Licensee agrees that Licensor shall not be responsible for any loss in revenue and impact to operation of existing businesses at 110 N. Maclay Avenue and 120 N. Maclay Avenue during the time that work is being done to repair public infrastructure.

**8. DEFAULT.**

Any of the following events or occurrences shall constitute a material breach of this License by Licensee and, after the expiration of any applicable grace period, cure period or completion period, shall constitute an event of default (each an "Event of Default"):

A. The failure by Licensee to pay any amount in full when it is due under the License;

B. The failure by Licensee to perform any obligation under this License within the timeframe specified under this License or within any extended timeframe for performance which the Licensor is authorized to grant under this License;

C. If the performance of any obligation has no specific time frame for performance or completion, the failure of Licensee to perform or complete the obligation within thirty (30) calendar days written notice by Licensor to Licensee; and/or

D. The failure to immediately cease and desist with any prohibited, unauthorized or non-approved activity or undertaking.

**9. DEFAULT /TERMINATION AND REVOCATION.**

In the event Licensee defaults by failing to fulfill any of Licensee's obligations hereunder, Licensor may declare a default and termination of this License Agreement by written notice to Licensee, which default and termination shall be effective on a date to be stated in such notice, which date shall not be less than thirty (30) days after mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice.

If the City Manager determines that the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in default if it has commenced a cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. Any necessary removal of improvements and restoration of the License Area subsequent to the effective date of termination shall be in conformance with Section 15 below, which shall survive the termination of this License Agreement.

## **10. CONDITIONS TO USE.**

**A. Maintenance of Licensed Area.** During the term of the License, Licensee shall be solely responsible, at its sole risk and expense, to inspect, repair and maintain the Public Alley portion of the License Area, including the physical improvements and Paseo Amenities, whether such repair is necessitated by use by the public, by the installation, repair or relocation of utilities (except as otherwise provided in Section 7), by damage from tree roots, or by any cause whatsoever; to provide security as necessary; and to keep the Public Alley portion of the License Area in a state of good and safe repair, and in a safe, clean and sanitary condition at all times. In the event that Licensee fails to maintain or repair the Licensed Area, Licensors may, at Licensors' sole discretion, undertake any maintenance or repair of the Licensed Area and Licensee shall reimburse Licensors for the costs of such repairs or maintenance within thirty (30) days of invoice by Licensors, together with supporting documentation. Additionally, under no circumstances during the term of this License shall Licensee use or cause to be used in the Licensed Area any hazardous or toxic substances or materials, and under no circumstance during the term of this License shall Licensee store or dispose of any such substances or materials in the Licensed Area.

**B. Clean-up of Licensed Area.** Licensee shall be responsible for the full and complete clean-up of the Licensed Area at the close of each and every day, leaving it in a comparable state as existed prior to the Licensee's activities. In the event that Licensee fails to clean up and maintain the Licensed Area, Licensors may, at Licensors' sole discretion, undertake any clean up or maintenance of the Licensed Area and Licensee shall reimburse Licensors for the costs of such clean up or maintenance within thirty (30) days of invoice by Licensors, together with supporting documentation.

**C. Non-Interference with City Activities.** This License shall not grant Licensee the right to interfere with any City activities of Licensors.

**D. Conduct of Licensee, Employees and Invitees.** Licensee shall ensure that all employees, invitees, and all others in attendance will adhere to proper standards of public conduct. There is to be no gambling, quarreling, fighting, or indecent exposure on or near the Premises.

**E. Utilities.** Licensee shall be responsible for payment of all utilities associated with operation of the Licensed Area during the periods when Licensee has use of the Licensed Area. Licensee's pro-rata share shall be billed to the Licensee each month. Said invoice shall itemize Licensee's share of the total costs of utilities for the Licensed Area. Licensee shall promptly pay to the Licensors its share of such utility costs within thirty (30) days of receipt of such invoice.

## **11. AS-IS CONDITION/ASSUMPTION OF RISK.**

A. The Licensed Area is licensed in as-is condition and Licensor makes no representation or warranty of any kind regarding the character of the Licensed Area.

B. Licensee shall inspect the License Area prior to taking control thereof. Licensee shall exercise its privileges hereunder at its own risk and its own expense, assuming full responsibility for all risks incidental to the performance of this License Agreement and the use of the License Area and improvements thereon. The Parties acknowledge that in 2009, Licensee installed the Gates and placed a fountain, furniture and certain planters in the Public Alley pursuant to an encroachment permit. Licensee and Licensee each hereby agrees that, as of the Effective Date, such encroachment permit is no longer in effect.

C. Licensor assumes no responsibility whatsoever for the safe condition, security or maintenance of the License Area and improvements thereon, nor for the protection of persons and property thereon, and Licensee shall be solely responsible for maintenance and security of the License Area and improvements thereon, or changes in the condition of the License Area or of improvements thereon caused by or arising from: (i) any activity, use or performance by Licensee or its contractors, agents or employees under this License Agreement; or (ii) any activity, use or performance by Licensee or its contractors, agents or employees in the License Area.

## **12. INDEMNIFICATION.**

A. Licensee agrees, at its sole cost and expense, to indemnify, hold harmless, release and defend, to the maximum extent permitted by law, Licensor, its City Council and each member thereof, and its officers, employees, Commission members, agents and representatives from any and all liability, loss, suits, claims, liens, penalties, damages, costs, and expenses, including attorneys' fees and costs of litigation, which in whole or in part result from, or arise out of, or are claimed to result from, or to arise out of any activity, use or performance by Licensee or its employees, agents, or contractors under this License Agreement in the License Area, including, without limitation, the release of any Hazardous Substances occurring in the License Area, but excluding any release occurring prior to the Effective Date of this License Agreement, during the term of this License Agreement by Licensor or any of its agents, representatives, employees or contractors, or after the expiration or termination of this License Agreement. Licensee agrees that this indemnity provision is effective without reference to the existence or applicability of any insurance coverage, and that this indemnity provision shall survive the expiration or termination of this License Agreement.

(1) Actions Filed. Licensee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including reasonable attorneys' fees incurred in connection therewith.

(2) Judgments Rendered. Licensee shall promptly pay any judgment rendered against Licensee or Licensor covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Licensed Area referred to herein and agrees to save and hold Licensor harmless therefrom.



(3) Costs and Expenses; Attorneys' Fees. In the event Licensor is made a party to any action or proceeding filed or prosecuted against Licensee for such damages or other claims arising out of the use of and operations at the Licensed Area, Licensee agrees to pay Licensor any and all reasonable costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

(4) In the event of concurrent negligence on the part of Licensee, Licensor or any of its officers, officials, employees, agents or volunteers or any of its officers, officials, employees, agents or volunteers, the liability or any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(5) Licensee agrees that this Agreement shall in no way act to abrogate or waive any immunities available to City under the Tort Claims Act of the State of California.

B. This agreement to indemnify includes, but is not limited to, personal injury, including death, and property or other damage sustained by any person or persons (including, but not limited to, companies or corporations, Licensee and its employees, agents, or contractors, and members of the general public) from the causes specified in Section 11.A, including, but not limited to, any act, error, or omission of Licensee or its employees, agents, or contractors.

C. "Hazardous Substances" shall mean any hazardous substance or waste, hazardous material, chemical compound or element, pollutant or contaminant, as those terms are defined in their broadest sense by any Environmental Law, petroleum or refined petroleum products, flammable explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, substances described in California Civil Code section 2929.5(e)(2) and California Code of Civil Procedure section 738(f)(3), as those sections may be amended from time to time, as well as, without limitation, all other substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA (each as defined below) or under any other Environmental Law, and any pollutants, contaminants, hazardous wastes, toxic substances or related materials.

D. "Environmental Laws" shall mean all federal, state and local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the License Area), occupational or environmental conditions on, under, or about the License Area, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USCS § 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USCS § 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USCS § 1251 *et seq.*]; the Toxic Substances Control Act ("TSCA") [15 USCS § 2601 *et seq.*]; the Hazardous Materials

Transportation Act (“HMTA”) [49 USCS § 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act [7 USCS § 136 *et seq.*]; the Superfund Amendments and Reauthorization Act [42 USCS § 6901 *et seq.*]; the Clean Air Act [42 USCS § 7401 *et seq.*]; the Safe Drinking Water Act [42 USCS § 300f *et seq.*]; the Solid Waste Disposal Act [42 USCS § 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 USCS § 1201 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 USCS § 11001 *et seq.*]; the Occupational Safety and Health Act [29 USCS § 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C § 25280 *et seq.*]; the California Hazardous Substances Account Act [H & S C § 25300 *et seq.*]; the California Hazardous Waste Control Act [H & S C § 25100 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C § 24249.5 *et seq.*]; the Porter-Cologne Water Quality Act [Wat C § 13000 *et seq.*] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, about, near, or within the License Area), or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

### **13. INSURANCE.**

A. Licensee shall at all times during the term of this License Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) Public Liability and Property Damage. Licensee agrees to maintain in full force and effect throughout the duration of the License a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Licensee’s use of the Licensed Area under this License. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate; and \$1,000,000 for property damage.

(2) Licensee shall also maintain in full force and effect throughout the term of this License Agreement, Workers’ Compensation insurance in accordance with the laws of California, and employers’ liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(3) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days’ written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. Licensors shall be designated as an additional named insured.

B. Licensee shall require each of its contractors to maintain insurance coverage that meets all of the requirements of this License Agreement.

C. The policies required by this License Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition

of Best's Insurance Guide. Prior to use or occupancy of the License Area, Licensee shall file with Licensors Finance Director ("Director") a certificate or certificates of insurance, together with endorsements, in a form acceptable to the Director, showing that the insurance policies are in effect in the required amounts. Licensee shall provide proof that policies of insurance expiring during the term of this License Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

D. The general liability insurance policy shall contain an endorsement naming Licensors, its elected officials, officers, employees, agents and volunteers as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to Licensors.

E. The insurance provided by Licensee shall be primary to any insurance that may be carried by Licensors. Any insurance or self-insurance maintained by Licensors, its officers, employees, agents or volunteers, shall be in excess of Licensee's insurance and shall not contribute with it.

F. In the absence of satisfactory insurance, Licensors may, at its option: (i) procure insurance with collection rights for premiums, attorneys' fees and costs against Licensee; (ii) declare Licensee in default of this License Agreement; or (iii) self insure the risk with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectable from Licensee.

**14. AUTHORITY.** Licensee certifies that it is properly authorized to enter into and to perform this License Agreement and that it shall retain a licensed contractor to perform the work described herein. Licensors certifies that it is properly authorized to enter into and to perform this License Agreement.

**15. ALTERATIONS/IMPROVEMENTS.** Licensee shall have no right to make any changes, alterations or improvements to the Licensed Area unless Licensors provides written permission to make such changes, alterations or improvements, which permission shall not be unreasonably withheld.

**16. REMOVAL AND RESTORATION.**

A. When the License Agreement expires or is terminated for any reason, other than Licensors' default, Licensee shall, upon written notice from Licensors, remove, at its sole expense, any or all improvements from the License Area or such part thereof as may be required by Licensors, and to restore, at its sole expense, the License Area or any portion thereof with asphalt pavement, or other treatment mutually agreeable to Licensee and the City Public Works Director or his or her designee, within such reasonable period of time determined in writing by the City Public Works Director or his or her designee.

B. If Licensee is obligated pursuant to Section 16A and fails to remove the improvements and restore the License Area after notification by Licensors, Licensors is authorized to perform the removal and restoration work and Licensee agrees to reimburse Licensors for all costs incurred by Licensors. In such case, any such costs of restoration, and any other unpaid

obligations under this License Agreement shall be and constitute a lien upon the real property interest of Licensee in the Licensee Property.

C. This removal and restoration provision shall survive the termination of this License Agreement.

#### **17. LATE PENALTY FOR UNTIMELY PAYMENT.**

Licensee acknowledges that Licensee's failure to pay any installment of the License Fee or any other sums due to Licensor under this License as and when due may cause Licensor to incur costs not contemplated by Licensor when entering into this License, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, if any installment of the License Fee or any other amount due Licensor under the License is not received in-full by Licensor within five (5) calendar days from the applicable due date, Licensee shall, in addition to any past due sums, pay to Licensor an amount equal to TEN PERCENT (10%) of the past due sum(s). If the date upon which any sum due and payable to the Licensor falls on a day upon which Licensor is not open for business, the deadline for delivering such payment to the Licensor shall be extended to the close of business on the next business day in which Licensor is open for business. If Licensee submits a payment by check which is later dishonored due to a lack of funds, stop payment or for any other reason beyond Licensor's control, Licensee shall also pay any dishonored check penalty established under the San Fernando Municipal Code and any outstanding sums owed to Licensor that were to have been satisfied in full with the check shall be deemed past due if a substitute payment is not delivered to Licensor before the applicable due date and shall also be subject to the previously mentioned TEN PERCENT (10%) penalty if the substitute payment is not received within five (5) calendar days from the applicable due date.

#### **18. DEFAULT INTEREST.**

If Licensee fails to pay any amount due under this License (including previously accrued penalties), within fifteen (15) calendar days from the applicable due date, that amount shall bear interest at TEN PERCENT (10%) from the fifteenth (15th) day following the applicable due date. The failure to pay any outstanding sums (inclusive of accrued penalties) shall constitute an Event of Default within the meaning of Section 17, above.

**19. WAIVER.** Either Party's waiver of one term or condition of this License Agreement is not a waiver or breach of other terms or conditions of this License Agreement, nor of a subsequent breach of the term or condition waived.

**20. SUCCESSORS.** Each of the Party's rights, obligations and benefits under this License Agreement shall run with the land and shall benefit and be binding on such Party's executors, heirs, successors and assigns.

**21. NO ESTATE.** This License Agreement provides only a right of use of temporary duration and does not give Licensee any added interest, title, estate or right of any kind or extent whatsoever, whether legal or equitable prescriptive or otherwise, in the License Area, no matter how much money is expended on the License Area nor how long this License Agreement runs. Neither a partnership nor a joint venture is in any way intended by this License Agreement.

Licensee agrees that it will not claim at any time any interest, estate or right in the License Area by virtue of this License Agreement or by virtue of Licensee's occupancy, use or expenditures under this License Agreement.

**22. ASSIGNMENT.** Licensee shall not assign any interest in this License Agreement or a portion of this License Agreement without the prior written consent of Licensors, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensors' written consent shall not be required for Licensee's assignment of all of Licensee's interest in this License Agreement to any transferee of all of Licensee's interest in the Licensee Properties, or for Licensee's collateral assignment of this License Agreement to the holder of any deed of trust encumbering the Licensee Properties.

**23. RESTRICTION.** Licensee agrees to place no other facilities or improvements, except as herein described, within the License Area.

**24. LAWS.** All acts and activities of Licensee pursuant to this License Agreement shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**25. ATTORNEYS' FEES.** If any action at law or in equity is brought to enforce or interpret the terms of this License Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

**26. INTERPRETATION.**

A. This License Agreement, and the rights and duties of the Parties hereunder, shall be governed by and construed according to the laws of the State of California.

B. This License Agreement, including any exhibits attached hereto, constitutes the entire agreement and understanding between the Parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

C. This License Agreement may be changed by written amendment signed by Licensee and the City Administrator or other authorized representative of Licensors, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this License Agreement shall be of no force or effect.

D. If any provision in this License Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this License Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this License Agreement.

E. This License Agreement is deemed to have been prepared by both of the Parties hereto, after consulting with legal counsel, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, it shall

be interpreted according to the applicable rules of interpretation of contracts under the law of the State of California.

**27. NON-EXCLUSIVE USE.** The use licensed herein is not exclusive (except with respect to the Exclusive Use Areas) and the License Area remains available to the public for public use subject to Section 6 hereof.

**28. NOTICE.** Any notice shall be in writing and given by delivering the same in person or by sending the same by registered, certified or express mail, return receipt requested, with postage prepaid, to the following addresses:

Licensors: Donald E. Penman, Interim City Manager  
City of San Fernando  
117 Macneil Street  
San Fernando, California 91340

With a copy to: Rick R. Olivarez, City Attorney  
Olivarez Madruga  
1100 S. Flower Street  
Suite 2200  
Los Angeles, California 90015

Licensee: 110 North Maclay Avenue, LLC  
601 South Brand Boulevard  
San Fernando, California 91340  
Attn: Severyn Aszkenazy

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or if mailed, upon receipt or upon expiration of three (3) days from the date of deposit in the United States mail, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving ten (10) days written notice to the other party.

**29. POSSESSORY INTEREST TAX; PERMITS AND LICENSES.**

A. To the extent that a possessory interest tax and personal property tax are assessed on the Licensed Area under this License, Licensee shall pay to any public authority charged with collection all possessory interest and personal property taxes; permit, inspection, and license fees (including without limitation all City of San Fernando business license fees and, if applicable, all City of San Fernando business permit fees) that are assessed against the Licensed Area or that arise because of Licensee's occupancy, use, or possession of the Licensed Area. Licensee shall pay all such taxes, permit, inspection and license fees, and other public charges that become due during the Term of this License and shall make all such payments in full on or before the last day upon which such payments may be made without incurring penalties or interest.

B. Licensee shall deliver to Licensors, on demand, original receipts or photocopies evidencing payment of all taxes, assessments, and public charges payable by

Licensee. If Licensee fails to pay such taxes, assessments, and charges on or before the last day on which payment may be made without incurring penalties or interest, other than as provided for in this section, Licensor may, but shall not be obligated to, pay those taxes, assessments, or charges, together with interest and penalties. Any amounts that Licensor may pay pursuant to this provision, together with interest at the rate of ten percent (10%) per annum, shall be repaid to Licensor by Licensee upon demand as additional rent.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, Licensee and Licensor have executed this License Agreement as of the date first hereinabove written.

**LICENSOR:**

**CITY OF SAN FERNANDO**, a municipal Corporation

By: \_\_\_\_\_  
Donald E. Penman  
Interim City Manager

**LICENSEE:**

**110 NORTH MACLAY AVENUE, LLC**,  
a California Limited Liability Company

By: \_\_\_\_\_  
Severyn Aszkenazy

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Elena G. Chavez  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rick R. Olivarez  
City Attorney



## EXHIBIT A

### MAP SHOWING LICENSEE PROPERTIES AND CITY PROPERTIES

EXHIBIT "A"



Public Alley

The Rey Building:  
120 N. MacLay Avenue

110 N. MacLay Property:  
110 N. MacLay Avenue

City Hall Property:  
117 Macneil Street

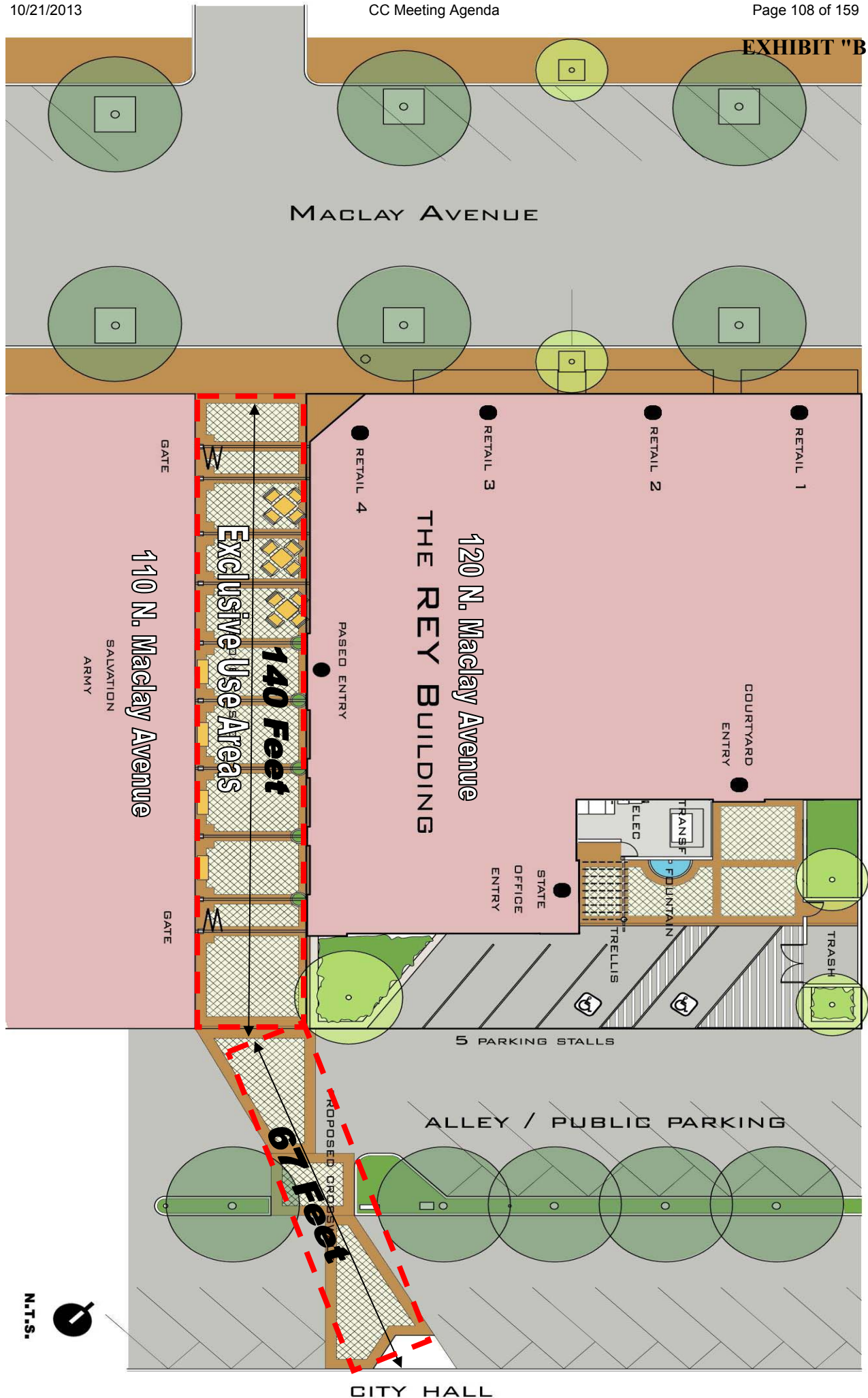
MACLAY'S ADDITION TO THE  
TOWN OF SAN FERNANDO

M.R. 17-11-12

**EXHIBIT B: SITE PLAN**  
**SHOWING PUBLIC ALLEY AND CITY HALL PATHWAY**

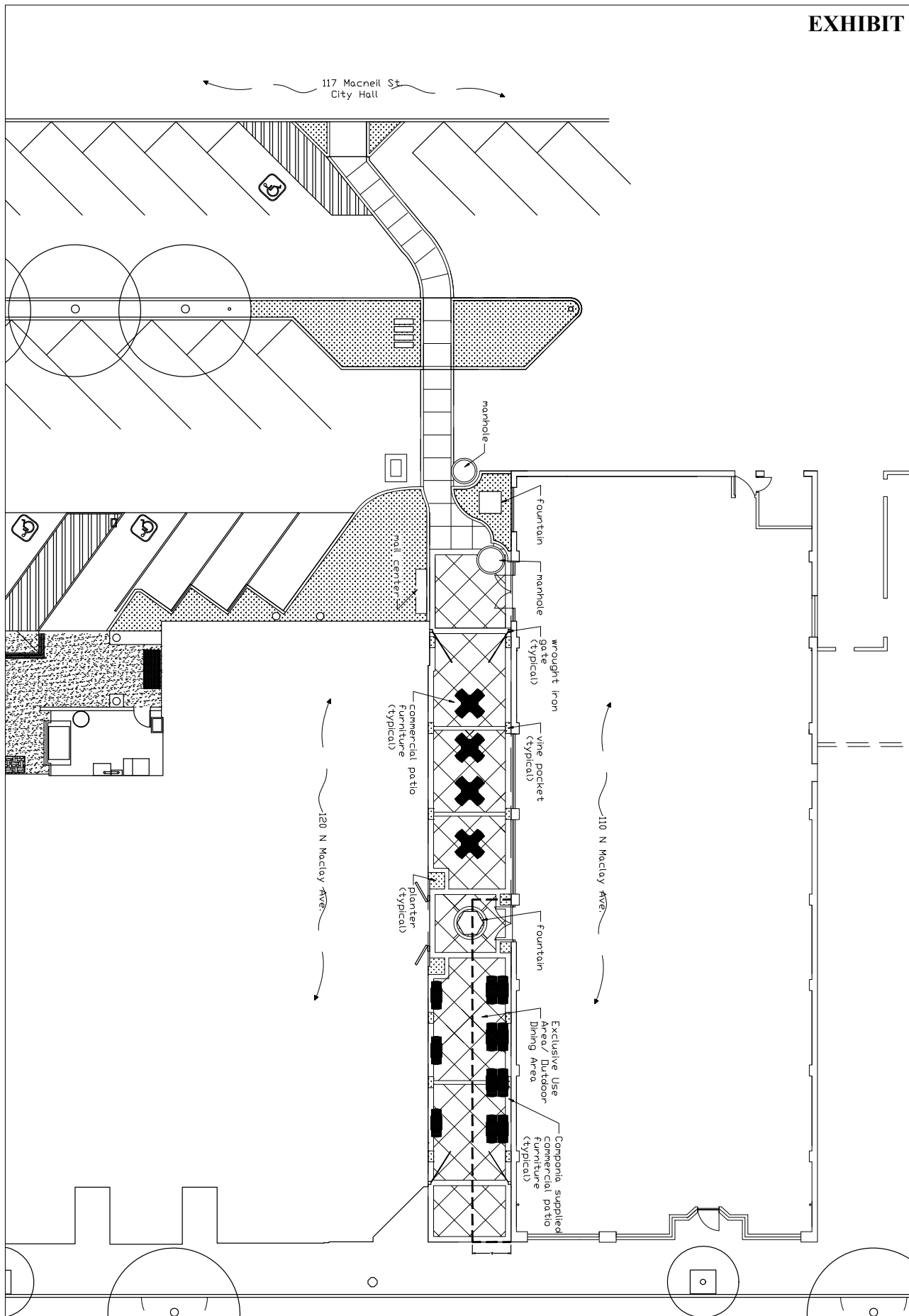
**EXHIBIT "B"**

**Site Plan**



## EXHIBIT C

### DEPICTION OF PASEO AMENITIES AND PATHWAY IMPROVEMENTS

**EXHIBIT "C"**

**Exhibit "C"**  
**Aszkenazy Development**  
 601 S Brand Blvd., 3rd Floor



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## COMMUNITY DEVELOPMENT DEPARTMENT

### MEMORANDUM

**TO:** Mayor Antonio Lopez and Councilmembers

**FROM:** Don Penman, Interim City Manager  
By: Fred Ramirez, Community Development Director

**DATE:** October 21, 2013

**SUBJECT:** Consideration to Adopt Resolution No. 7568 Award a Construction Contract (Contract No. 1727) for Lopez Adobe Ancillary Building and Landscaping Project (CCHE Grant No. 07-b4-27)

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Adopt Resolution No. 7568 (Attachment “A”), authorizing a budget adjustment in order to reallocate General Fund monies and the California Cultural and Historical Endowment (CCHE) grant funds to complete the Lopez Adobe Ancillary Building and Landscaping Project;
- b. Accept the lowest responsive bid in the amount of \$177,000 from IBN Construction Inc. for the construction of the Lopez Adobe Ancillary Building and Landscaping Project and site; and
- c. Authorize the Interim City Manager to execute a Construction Contract with IBN Construction Inc. (Attachment “B” – Contract No. 1727) for the contract amount of \$177,000.

#### **BACKGROUND:**

1. On August 22, 2013, the Community Development Department published the Notice Inviting Bids for the Lopez Adobe Ancillary Building and Landscaping Project (Attachment “C”). In compliance with the public contracts code and State funding requirements, the project was advertised in the *Los Angeles Daily News* on August 22, 2013, August 30, 2013, and on September 3, 2013.

The Notice Inviting Bids for the Lopez Adobe Rehabilitation Project (the “Notice”) was also advertised in the following construction and trade publications: F.W. Dodge, Bid Net, California Bid Advisor, Construction Bid Board Inc., Construction Bid Source, Construction

Consideration to Adopt Resolution No. 7568 Award a Construction Contract (Contract No. 1727) for Lopez Adobe Ancillary Building and Landscaping Project (CCHE Grant No. 07-b4-27)

Page 2

Daily Bid Advisor, Bid America, E-Bid, Reed Construction Data, and the Southern California Builders Association. The Notice was also posted on the City's website and City Hall bulletin boards.

2. On September 5, 2013, the Community Development Department published Addendum No. 1 to the Notice in the *Los Angeles Daily News*. Addendum No. 1 clarified that the selected contractor would have 100 calendar days to complete the Project.
3. On September 9, 2013, the Community Development Department published Addendum No. 2 notifying all prospective bidders that the time frame for submittal of a bid on the project was extended until October 1, 2013 at 2:00 p.m. It also informed bidders that there was a pre-bid meeting to clarify questions from contractors regarding the construction documents and the scope of the project to be held on Wednesday, September 18, 2013 at 11:00 a.m. at City Hall.
4. On September 18, 2013, staff held a pre-bid meeting at City Hall in order to field questions from prospective bidders regarding the *Lopez Adobe Ancillary Building and Landscaping Project, August 2013 Project Manual* and the project construction drawings. Subsequent to the meeting, staff conducted a walk of the job site at 1100 Pico Street with prospective bidders. All five prospective bidders in attendance were informed that the responses to requests for clarification on the construction drawings and scope of work would be distributed as part of Addendum No. 3 to the Notice that would be issued no later than September 26, 2013.
5. On September 26, 2013, the Community Development Department published Addendum No. 3 to the Notice providing further clarification on the scope of work, the required contractor's proposal and schedule of values, technical specifications, as well as responses to the request for clarifications from the prospective contractors.
6. On October 1, 2013, the Community Development Department posted Addendum No. 4 to the Notice and notified each of the five prospective bidders once again clarifying that the "time to complete the work is one hundred (100) days after commencement stated in the Notice to Proceed."
7. On October 1, 2013, the City Clerk received and opened five bids for construction of the proposed rehabilitation project. The five prospective bidders included: Accucon Corporation, Craftsman Construction, IBN Construction Inc., L.A. Development and Builders, Inc., and Monet Construction, Inc. The lowest bid on the project was for \$177,000 from IBN Construction, Incorporated.
8. On October 9, 2013, City planning staff contacted CCHE staff in order to request an amendment to the CCHE Grant Agreement budget in order to allow the City to use all remaining unspent funds totaling \$160,936 toward the Project building and landscaping costs. In addition, City planning staff requested and was successful in obtaining, an extension to complete the project from the current deadline of December 31, 2013 until March 31,

Consideration to Adopt Resolution No. 7568 Award a Construction Contract (Contract No. 1727) for Lopez Adobe Ancillary Building and Landscaping Project (CCHE Grant No. 07-b4-27)

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2014. CCHE staff granted both the CCHE grant budget amendment and the Project time extension with the condition that the City complete the project by the new due date.

### **ANALYSIS:**

The cost to complete the Lopez Adobe Ancillary Building and Landscaping Project (the “Project”) is being funded through a combination of City General Funds (i.e., \$18,154) and a State grant from the California Cultural and Historical Endowment (i.e., \$160,936).

As part of the Fiscal Year 2013-2014 City General Fund and Special Funds budgets, the City allocated \$13,000 and \$156,755, respectively to provide funding for labor compliance, engineering, design, and building construction and landscaping costs. The majority of the funding for the originally estimated \$145,755 cost for construction of the Project was anticipated to come from CCHE Funds. Based on the lowest bid amount received for the Project of \$177,000, there resulted an initial budget shortfall of \$31,245. As previously noted, City planning staff was successful in obtaining CCHE’s approval of a time extension as well as use of any unspent CCHE funds for the Project’s costs to construct the building and landscaping improvements. Based on the amended CCHE budget, the new budget shortfall to complete the Project was reduced from \$31,245 to \$18,154. Therefore, City staff is requesting the City Council approve the attached Resolution (Attachment “A”) amending the Community Development Department, Planning Division General Fund Budget to make up the \$18,154 budget shortfall in order to complete the Project.

The Project’s primary objective is to construct a 453 square foot ancillary building with office, storage, and two single stall toilet rooms serving the adjacent Lopez Adobe building. Additional site work will provide an accessible path of travel utilizing the existing accessible ramp connecting to the Adobe building. Electrical serving the new building will be provided by connecting to the existing power from the adjacent building. New low-voltage requirements will also be provided by tying into the existing building. Onsite improvements will include new landscaping, and points of connections for the following utilities: domestic water line and meter, sewer line, and storm drain line and new inlet locations.

This bidding process complied with the City’s procurement requirements for public works projects and was approved by CCHE staff, which is responsible for administering the CCHE grants.

The table below summarizes the bids received for Project in ascending order of total bid costs:

<b>RANK</b>	<b>BIDDER</b>	<b>BID AMOUNT</b>
1	IBN Construction Inc.	\$177,000.00
2	Accucon Corporation	\$219,115.00
3	Monet Construction, Inc.	\$248,900.00
4	Craftsman Construction	\$326,916.00
5	L.A. Development and Builders, Inc.	\$381,900.00

Consideration to Adopt Resolution No. 7568 Award a Construction Contract (Contract No. 1727) for Lopez Adobe Ancillary Building and Landscaping Project (CCHE Grant No. 07-b4-27)

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All five prospective bidders have Class B, General Contractor's License in "active" status with the State of California. A review of references for IBN Construction, Inc. (State of California Contractor's License No. 967178), determined that the recommended Contractor is in good standing with previously completed and current construction projects including two projects currently under construction with the City of Anaheim and the Riverside Community College District. IBN Construction Inc., as the general contractor, will oversee the subcontractors for the project with their main focus being on construction management, building framing and finish carpentry, drywall installation, painting, doors and hardware, glazing, metal gate and fencing, equipment and window treatments.

### **CONCLUSION:**

Staff has analyzed the available funding and the construction bids. It staff's assessment that the City Council's approval of the proposed budget adjustment will facilitate completion of the Project by the March 31, 2014 deadline. City Council approval of the budget resolution amending the Community Development Department budget to allow reallocation of professional services monies in the amount of \$18,154 will provide the gap funds necessary to complete the construction of the Lopez Adobe ancillary building and the associated landscaping improvements at the Adobe site. Therefore, staff recommends approval of the budget resolution (Attachment "A") and the award of the construction contract to the lowest qualified responsive bidder, IBN Construction Incorporated.

### **BUDGET IMPACT:**

The Council's award of the contract to the lowest responsive bidder and implementation of the Project pursuant to such contract will require a budget of \$18,154 in General Funds from the Community Development Department Budget's Division 150 (Planning), Operating Expenses, Professional Services Accounts (i.e., Account No. 01-150-0000-4270 and 01-150-3609-4270) to a new Capital Projects Account (i.e., 01-150-3609-4600). The net result is that Departments, Planning Division's professional services account would decrease by \$18,154 and the Planning Division's Capital Projects Account would increase by the same amount. Furthermore, the Community Development Department's CCHE Grant Fund Account (Fund 10) would be amended to reflect changes to the CCHE grant funds in which funds available for landscaping improvements to be completed by the City's Public Works Department (Account No. 10-150-3609-4101) would be reduced from the estimated cost of \$6,000 to the actual cost of \$2,090. All remaining unspent CCHE funds totaling \$158,846, would be used for the construction of the Lopez Adobe Ancillary Building; increasing the CCHE Capital Expense Account (i.e., 10-150-3609-4000) from \$145,755 to \$158,846. The CCHE funds noted in these accounts would be subsequently reimbursed to the City by CCHE at the conclusion of the project in March of 2014.

The following table summarizes the budgeted adjustments to the impacted funds and the proposed expenditures:

Consideration to Adopt Resolution No. 7568 Award a Construction Contract (Contract No. 1727) for Lopez Adobe Ancillary Building and Landscaping Project (CCHE Grant No. 07-b4-27)

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<b>BUDGETED FUNDS FISCAL YEAR 2013-2014</b>	<b>(Decrease) or Increase</b>	<b>Remaining Fund Totals</b>
Decrease General Fund appropriation in Professional Services Accounts (01-150-0000-4270)	(\$8,154)	<b>\$44,846*</b>
Decrease General Fund appropriation in Professional Services Accounts (01-150-3609-4270)	(\$10,000)	<b>\$3,000*</b>
Increase General Fund appropriation in new Capital Projects Account (01-150-3609-4600)	\$18,154	<b>\$18,154</b>
Decrease CCHE Fund appropriation in Lopez Adobe Public Works Labor Account (10-150-3609-4101)	(\$3,910)	<b>\$2,090</b>
Decrease CCHE Fund appropriation in Professional Services Account (10-150-3609-4270)	(\$5,000)	<b>\$0</b>
Increase CCHE Fund appropriation in Capital Expense Account for Lopez Adobe Ancillary Facility Construction (10-150-3609-4600)	\$13,091	<b>\$158,846</b>
<b>PROPOSED EXPENDITURES</b>		
Construction Contract (includes bid amount of \$177,000)	\$177,000	
Landscaping work (to be performed by City Public Works personnel)	\$2,090	
<b>Totals</b>	<b>\$179,090</b>	<b>\$179,090</b>
<i>*These funds would not be used toward the project and are therefore excluded from the "Remaining Fund Totals".</i>		

The City will not be provided with funding in advance of payments being made to the Contractor. State CCHE grant funds will be disbursed to the City after each payment is made to the Contractor. The lag time between a payment to the Contractor and a disbursement to the City is estimated to be between 60 to 90 days.

#### **ATTACHMENTS:**

- A. Resolution
- B. Draft Construction Contract

**ATTACHMENT "A"****RESOLUTION NO. 7568****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO AMENDING THE BUDGET FOR THE FISCAL  
YEAR 2013-2014 ADOPTED ON JULY 13, 2013**

**WHEREAS**, the City Council has received and considered proposed adjustments to the budget for Fiscal Year 2013-2014, commencing July 1, 2013, and ending June 30, 2014; and

**WHEREAS**, the City Council has determined that it is necessary to increase the appropriations of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the fiscal year beginning July 1, 2013 and ending June 30, 2014, a copy of which is on file in the City Clerk's Office, has been adopted on July 13, 2013;

**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 in estimated revenues and budgetary appropriations are made to the Community Development Department's Planning Division (150) and CCHE Grant Fund (10) budgets:

1. General Fund Account 01-150-0000-4270 – Decrease appropriation estimate by \$8,154
2. General Fund Account 01-150-3609-4270 – Decrease appropriation estimate by \$10,000
3. General Fund Account 01-150-3609-4600 – Increase appropriation estimate by \$18,154
4. Grant Fund Account 10-150-3609-4101 – Decrease appropriation estimate by \$3,910
5. Grant Fund Account 10-150-3609-4270 – Decrease appropriation by \$5,000
6. Grant Fund Account 10-150-3609-4600 – Increase appropriation by \$13,091

**PASSED, APPROVED, AND ADOPTED** this 21<sup>st</sup> day of October, 2013.

---

Antonio Lopez, 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 21<sup>st</sup> day of October 2013, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

**ATTACHMENT "B"**  
**CONTRACT NO. 1727**

**CONSTRUCTION CONTRACT / AGREEMENT**  
**FOR PUBLIC WORKS PROJECT**  
**CITY OF SAN FERNANDO**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and IBN Construction, Inc. "CONTRACTOR."

**WITNESSETH:**

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Exhibit A: Schedule of Values, Exhibit B: State Requirements, Approved Plans and Specifications (**CCHE Grant Agreement No. 07-B4-27**), the August 2013 Lopez Adobe Ancillary Building and Landscaping Project Manual, Notice Inviting Bids, Addendum Nos. 1 through 4, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Conditions, Technical Specifications, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Construction of the Lopez Adobe Ancillary Building and Landscape Improvements (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated October 1, 2013.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of One Hundred and Seventy-Seven Thousand Dollars (\$177,000).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof by March 11, 2014.



5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Five Hundred Dollars (\$500.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:  
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. The CONTRACTOR agrees to comply with the following regulations insofar as they apply to the performance of this contract:

- ✓ Clean Air Act, 42 U.S.C., 1857, et seq.
- ✓ Clean Water Act
- ✓ Energy Policy and Conservation Act
- ✓ Executive Order 11738
- ✓ South Coast Air Quality Management District Rule No. 1403
- ✓ State of California Labor Standards and Prevailing Wage Requirements
- ✓ State of California Worker's Compensation Requirements

- ✓ Federal and State Requirements included within the August 2013 Lopez Adobe Ancillary Building and Landscaping Project Manual and including any amendments associated therewith as part of Addendums Nos. 1 through 4 to the initial Notice Inviting Bids for the Lopez Adobe Ancillary Building and Landscaping Project initially issued on August 22, 2013.

10. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

**[SIGNATURE PAGE TO FOLLOW]**

BY  
IBN CONSTRUCTION, INC.

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Michael Bishara  
COMPANY PRESIDENT

CITY OF SAN FERNANDO  
A Municipal Corporation

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Donald E. Penman  
INTERIM CITY MANAGER

ATTEST:

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Elena G. Chavez  
CITY CLERK OF THE CITY OF  
SAN FERNANDO

APPROVED AS TO FORM:

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Rick Olivarez  
CITY ATTORNEY OF THE CITY OF  
SAN FERNANDO

**EXHIBIT A:****SCHEDULE OF VALUES****LOPEZ ADOBE ANCILLARY BUILDING AND LANDSCAPING IMPROVEMENT PROJECT****DIVISION - ITEM****03- CONCRETE**

Concrete Forms and Accessories		2,000.00
Concrete Reinforcement		1,000.00
Cast-in-Place Concrete		3,000.00
Concrete Floor Finishing		2,000.00

**04- MASONRY**

Mortar and Masonry Grout		2,000.00
Adhered Masonry Veneer		6,000.00
Reinforced Unit Masonry Assemblies		3,500.00

**05 - METALS**

		5,100.00
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**06- CARPENTRY**

Rough Carpentry		12,000.00
Finish Carpentry		5,000.00

**07 - MOISTURE PROTECTION**

Sheet Waterproofing		2,000.00
Roofing		1,500.00
Gutters/Downspouts		1,500.00
Board & Batt Insulation		1,000.00
Sheet Metal Flashing and Trim		1,000.00
Firestopping		250.00
Joint Sealers		250.00

**08 - DOORS, WINDOWS AND GLASS**

Steel Doors & Frames		1,500.00
Access Doors and Panels		500.00
Windows		500.00
Door Hardware		500.00
Glazing		2,000.00

**09 - FINISHES**

Metal Lath		1,500.00
Portland Cement Plaster		6,000.00
Gypsum Board Assemblies		3,000.00
Paints and Coatings		6,500.00

**10 - SPECIALTIES**

Identifying Devices		500.00
Fire Extinguishers, Cabinets and Accessories		200.00
Toilet and Bath Accessories		2,500.00

**11 - EQUIPMENT**

Bob Cat		1,000.00
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**12 - FURNISHINGS**

Window Treatment		200.00

**15 - MECHANICAL**

Plumbing		9,000.00
Heating, Ventilating, and Air Conditioning		4,000.00

**EXHIBIT A:****SCHEDULE OF VALUES (Continued)****LOPEZ ADOBE ANCILLARY BUILDING AND LANDSCAPING IMPROVEMENT  
PROJECT****16 – ELECTRICAL**

Electrical		13,000.00
Low Voltage		5,000.00

**02 – 2600 EARTHWORK**

Survey		1,000.00
Demolition		3,500.00
Excavation		2,500.00

**02 – 300 SITE UTILITIES**

Water		6,000.00
Electrical		10,000.00
Sewer		6,000.00

**02 – 700 DECOMPOSED GRANITE PATHWAY**

DG		10,000.00
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**01-GENERAL REQUIREMENTS**

Mobilization		10,500.00
Bond		5,000.00
Profit		16,000.00

**Exhibit B:****Lopez Adobe Ancillary Building and Landscaping Project****State Certification Requirements**

By signing this Agreement, the Bidder's authorized representative is certifying under penalty of perjury that the following clauses will be enforced for the duration of the Project.

**1. Non-Discrimination**

During the performance of this Agreement, the selected Contractor, and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, 'ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The select Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-D et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-D, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made apart hereof as if set forth in full. The select Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The selected Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**2. Drug-Free Workplace Certification**

The selected Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for Violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The person's or organization's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation and employee assistance programs; and,
  4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the CCHE Project will:

1. Receive a copy of the company's drug-free workplace policy statement; and,
2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both the selected Contractor may be ineligible for award of any future City Agreements if the City determines that any of the following has occurred: the Contractor and for the subcontractor has made false certification, or violated the certification by failing to carry out the requirements as noted above, (Government Code 8350 et seq.)

### **3. National Labor Relations Board**

By signing the Agreement, the selected Contractor swears under penalty of perjury that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board,

### **4. Union Activities**

By signing this Agreement selected Contractor hereby acknowledges the applicability of Government Code section 16645 through section 16649 to this Agreement and agrees to the following:

- a. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b. No state funds received under this Agreement will be used to assist, promote or deter union organizing,
- c. Contractor will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings,
- d. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

### **5. Conflict of Interest**

By signing this Agreement, the Contractor certifies that it will comply the following provisions regarding current or former state employees, If Contractor has any questions on the status of any person rendering services or involved with the Agreement, contact the City immediately for clarification,

Current State Employees

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services,

#### Former State Employees

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency,
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service,

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void,

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem,  
(Public Contracts Code, Section 10430 (e),)

#### **6. Labor Code/Workers' Compensation**

Contractor agrees to comply with Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor confirms that it will comply with such provisions before commencing the performance of the work of this Agreement.

Contractor also certifies that it will comply with Labor Code Sections 1810-1815, inclusive, regarding maximum hours per workweek.

#### **7. Americans With Disabilities Act**

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.





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## **PUBLIC WORKS DEPARTMENT**

### **MEMORANDUM**

**TO:** Mayor Antonio Lopez and Councilmembers

**FROM:** Don Penman, Interim City Manager  
By: Robert T. Dickey, Interim Public Works Director

**DATE:** October 21, 2013

**SUBJECT:** Consideration to Award Contract No. 1725 – 12900 Dronfield Avenue Site Preparation and Electrical Upgrades, Phase 1B (Nitrate Project)

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Accept the lowest responsive bid in the amount of \$415,300 from MS Navarro Engineering for the Site Preparation and Electrical Upgrades for 12900 Dronfield Avenue, Phase 1B in preparation of the activation of the Ion Exchange Nitrate Removal Unit;
- b. Authorize the Interim City Manager to execute Construction Contract No. 1725 (Attachment “A”) with MS Navarro Engineering in an amount not to exceed \$456,830, which includes a 10% contingency; and
- c. Adopt Resolution No. 7567 (Attachment “B”) amending Fiscal Year (FY) 2013-14 City budget to transfer \$116,830 from fund 70-384-0000-4260 (Contractual Services) to fund 70-384-0000-4600 (Capital Projects).

#### **BACKGROUND:**

1. On December 6, 2010, the Public Works Department published a Request for Proposal (RFP) for Nitrate Removal Services.
2. On January 18, 2011, the City received four proposals in response to an RFP for Nitrate Removal Services.
3. On February 2, 2011, City staff conducted interviews with firms who submitted proposals for Nitrate Removal Services.

Consideration to Award Contract No. 1725 – 12900 Dronfield Avenue Site Preparation and Electrical Upgrades, Phase 1B (Nitrate Project)

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4. On May 16, 2011, the City Council awarded a contract to Envirogen Technologies, Inc. to lease equipment and provide technical services for nitrate remediation.
5. In April 2012, the Los Angeles Department of Water and Power approved project submittals prepared by LIN Consulting and issued permits.
6. On July 2, 2012, the City Council awarded a contract to FS Construction to construct a concrete pad to house the Ion Exchange Nitrate Removal System (IX Unit).
7. In September 2012, the technical application was submitted to the State Department of Health (DPH).
8. In November 2012, the process was initiated for a Conditional Use Permit (CUP) amendment with the City of Los Angeles.
9. On September 3, 2013, a notice of inviting bids was advertised in the Daily News and online publishers to interested contractors for site preparation and electrical upgrades of the City owned reservoir located at 12900 Dronfield Avenue in Sylmar for the construction of an 895 square foot concrete pad, electrical panel upgrades, the construction of a 540 square foot building and partial sewer line which will connect into the City of Los Angeles sewer system.
10. On September 25, 2013, three bids were received by the City Clerk for the site preparation and electrical upgrades for 12900 Dronfield Avenue and electrical upgrades for 13170 Dronfield Avenue (Attachment “C”).

## ANALYSIS:

The Sylmar Ground Water Basin (the “Basin”) is the aquifer that is the primary source of water serving the City of San Fernando (City). The City extracts water from the Basin via its four wells – 2A, 3, 4A and 7A – located in Sylmar, California. The City pumps an average of 85% to 95% of the water used by its consumers from the Basin. The balance of the water needs is met through purchases from the Metropolitan Water District (MWD). Because of court order, the City can only pump a maximum of 3,405 acre-feet of water from the Basin. The Public Works Department maximizes the amount of water extracted from the Basin, up to the 3,405 acre-foot annual limit, to minimize costs for City customers. Additional customer water demand and reduction in City water production requires purchase of MWD water. MWD currently costs a flat rate of \$702 per acre-foot for the first 630 acre-feet and \$800 per acre-foot thereafter. City costs for water production are about \$400 per acre foot. It is in the best interest of City to have its water wells operational.

## Water Quality

Each week the Public Works Department draws water samples and an independent certified laboratory tests these samples to ensure that the City is meeting State and Federal water quality

Consideration to Award Contract No. 1725 – 12900 Dronfield Avenue Site Preparation and Electrical Upgrades, Phase 1B (Nitrate Project)

Page 3

standards. The City issues an Annual Water Quality Report disclosing substances in the drinking water.

Water sampling test data collected between 2002 and 2008 indicated an upward trend in nitrate concentration levels in three out of four City-owned wells. Nitrate is a groundwater contaminate generally associated with historic agricultural uses such as dairies, feedlots, fertilized crops, and septic systems. A review of source contamination by others indicated the nitrate contamination was likely due to the agricultural legacy of the region and that responsible parties could not be identified. Although water being distributed from the Basin continually meets all State and Federal water quality standards, staff has recommended the use of a nitrate removal system to conform to health standards.

In May 2007, the nitrate concentration at Well 7A exceeded the Maximum Contaminate Level (MCL). Well 7A was shut down and remains out of production. In November 2009, Well 3 had a nitrate reading in excess of the MCL and water production was stopped. As of November 2009, only Wells 2A and 4A continue to operate. These wells have run constantly to provide water for City customers.

The remedy for nitrate contamination is the installation of a nitrate removal system. The City Council has approved the lease of the equipment and the equipment has been installed but cannot be operated until additional facilities are constructed to house the chlorination system.

#### Site Upgrade

The City owned reservoir, located at 12900 Dronfield Avenue, Sylmar, is the location of the Nitrate Removal System. The general nature of the work, in preparation for the start-up of the initial Nitrate Removal System, consists of constructing a new 540 square foot building, electrical upgrades, constructing a 895 square foot concrete pad, constructing water lines to connect our water system to the Unit and the completion of the sewer line connection to the City of Los Angeles sewer system. The sewer line will be used to dispose of brine waste generated by the Unit. The new concrete pad will be constructed to place a second Unit to be purchased at a later date. Electrical upgrades, which include the installation of new electrical panels and new transformer at 13170 Dronfield Avenue, the site of Well 7A, are also included as part of this project.

This phase of the project is necessary to activate the nitrate removal system. It is anticipated that the City of Los Angeles will issue an amended Conditional Use Permit to the City in November 2013. Upon the issuance of the permit, MS Navarro Engineering will be issued Notice to Proceed with this project.

#### **BUDGET IMPACT:**

This project is budgeted in Fund 70, the Water Fund. The bid has exceeded the budget amount of \$340,000 by \$75,300. The cost increase is because of the delay in project development and an

Consideration to Award Contract No. 1725 – 12900 Dronfield Avenue Site Preparation and Electrical Upgrades, Phase 1B (Nitrate Project)

Page 4

increase in material costs. An additional \$41,530 is needed to maintain a 10% contingency for any unexpected issues that may arise during construction. The additional \$75,300 plus contingencies will be funded through other savings generated in the Water Fund.

### **CONCLUSION:**

Staff has analyzed the construction project, funding, and construction bids for the site preparation and electrical upgrades for 12900 Dronfield Avenue, Phase 1B. Staff recommends award of the Construction Contract to the lowest qualified responsive bidder, MS Navarro Engineering.

### **ATTACHMENTS:**

- A. Contract No. 1725
- B. Resolution No. 7567
- C. Bid Opening Sheet

**ATTACHMENT "A"****CONTRACT NO. 1725**

CONSTRUCTION CONTRACT / AGREEMENT  
FOR PUBLIC WORKS PROJECT  
CITY OF SAN FERNANDO

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of October, 2013, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and MS Navarro Engineering "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Specifications (**Job No. 7570**), Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: 12900 Dronfield Avenue – Site Preparation and Electrical Upgrades, Phase 1B (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated September 25, 2013.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of Four Hundred Fifteen Thousand Three Hundred Dollars (\$ 415,300.00).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed (**see Special Provisions**), and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within One-Hundred Twenty ( 120 ) calendar days from the date the Notice to Proceed is issued.

**Due to CITY Furlough Days, no work will be allowed to be performed on Fridays.**

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Five Hundred Dollars (\$500.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:  
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.



IN WITNESS WHEREOF, the said CONTRACTOR and the INTERIM CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
(Title)

BY \_\_\_\_\_

CITY OF SAN FERNANDO  
A Municipal Corporation

\_\_\_\_\_  
DON PENMAN

INTERIM CITY MANAGER

ATTEST:

\_\_\_\_\_  
ELENA G. CHAVEZ  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
RICK R. OLIVAREZ  
CITY ATTORNEY

**ATTACHMENT "B"****RESOLUTION NO. 7567****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET  
FOR THE FISCAL YEAR 2013-14 ADOPTED ON JULY 1, 2013**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2013-14, commencing July 1, 2013, and ending June 30, 2014; 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, 2013 and ending June 30, 2014, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2013.

**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:

Fund 70-384 (Contractual Services):

Decrease in Expenditures:	\$116,830
Decrease in Revenues:	\$0

Fund 70-384 (Capital Projects):

Increase in Expenditures:	\$116,830
Decrease in Revenues:	\$0

**PASSED, APPROVED, AND ADOPTED** this 21<sup>st</sup> day of October, 2013.

---

Antonio Lopez, 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 21<sup>st</sup> day of October, 2013, by the following vote to wit:

**AYES:**


**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

## ATTACHMENT "C"

<div style="text-align: center;">  <h2 style="margin: 0;">BID OPENING</h2> <p style="margin: 0;"><b>Project: 12900 Dronfield Ave – Phase 1B, Job No. 7570</b></p> <p style="margin: 0;">SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340</p> <p style="margin: 0;">BID OPENING: WEDNESDAY, SEPTEMBER 25, 2013 – 11:00 AM</p> <p style="margin: 0; text-align: right;">ENGINEER'S ESTIMATE: \$350,000</p> </div>				
No.	Company Name	Address	Date Received	Cost
1	MS Navarro Engineering	10741 Viking Avenue Northridge, CA 91326	9/25/13	\$415,300 -
2	Y & M Construction Inc.	18726 S. Western Avenue #212 Gardena, CA 90248	9/25/13	\$415,820 -
3	G.B. Cooke, Inc.	580 East Foothill Blvd. Azusa, CA 91702	9/25/13	\$544,900 -
4				
5				
6				
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8				



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**CITY COUNCIL****MEMORANDUM**

**TO:** City Councilmembers

**FROM:** Mayor Antonio Lopez

**DATE:** October 21, 2013

**SUBJECT:** Consideration to Adopt Resolution No. 7569 to Support Senate Bill 405 (Padilla)  
That Would Phase Out Single-use Plastic Bags in California

---

**RECOMMENDATION:**

I am requesting that the City Council consider adoption of Resolution No. 7569 (Attachment “A”) supporting Senate Bill 405 (Padilla) that would phase out single-use plastic bags in California.

**BACKGROUND:**

On October 10, 2013, I received correspondence (Attachment “B”) from Senator Alex Padilla requesting support for Senate Bill 405. The correspondence includes a sample resolution, copy of the bill, and fact sheet with additional information.

**ATTACHMENTS:**

- A. Resolution No. 7569
- B. Correspondence from Senator Padilla re. Senate Bill 405

**ATTACHMENT "A"****RESOLUTION NO. 7569****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, SUPPORTING SENATE BILL 405 (PADILLA) THAT WOULD PHASE OUT SINGLE-USE PLASTIC BAGS IN CALIFORNIA**

**WHEREAS**, each year in California more than 13 billion single-use plastic bags are handed out by retailers and only 3% of these bags are recycled; and

**WHEREAS**, plastic bags cause slow sorting and jam machinery at recycling centers costing California more than \$25 million dollars each year to collect and bury the plastic bag waste; and

**WHEREAS**, according to a study commissioned by the US Marine Debris Monitoring Program, plastic bags remain one of the top items found consistently during annual beach cleanups; and

**WHEREAS**, The Convention on Biological Diversity reports a total of 663 species have been affected by plastic marine pollution through entanglement or ingestion; and

**WHEREAS**, the United State Environmental Protection Agency finds that reducing the use of an item is one of the most effective ways to save our natural resources and protect the environment; and

**WHEREAS**, a third of Californians are subject to laws phasing out the use of single-use plastic bags; and

**WHEREAS**, State Senator Padilla has authored SB 405, which would prohibit grocery stores and large retailers from providing single-use bags to customers in 2015, and would expand that prohibition to convenience stores and food marts in 2016; and

**WHEREAS**, by prohibiting the free distribution of plastic bags, SB 405 would help eliminate a major source of pollution in California.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER SUPPORT OF SENATE BILL 405 (PADILLA) THAT WOULD PROHIBIT GROCERY STORES, LARGE RETAILERS, CONVENIENCE STORES, AND FOOD MARTS FROM PROVIDING FREE SINGLE-USE PLASTIC BAGS TO CONSUMERS, AND REQUIRE THOSE STORES TO HAVE REUSABLE BAGS AVAILABLE FOR PURCHASE.**



**PASSED, APPROVED, AND ADOPTED** this 21<sup>st</sup> day of October, 2013.

---

Antonio Lopez, 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 21<sup>st</sup> day of October, 2013, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

# California State Senate

ATTACHMENT "B"

RECEIVED

ALEX PADILLA

SENATOR, 20TH DISTRICT

OCT 10 2013

ADMINISTRATIVE OFFICE OF  
CITY OF SAN FERNANDO

October 1, 2013

City of San Fernando  
Attn: City Council  
117 N Macneil St  
San Fernando, CA 91340-2911

Dear Colleague,

I respectfully ask for your support of Senate Bill 405 which would phase out single-use plastic bags in California.

Each year in California, more than 13 billion single-use plastic bags are handed out by retailers. CalRecycle reports that only 3% of single-use plastic bags are actually recycled. The other 97% litter our streams, rivers and coastline, and endanger birds, marine life and wildlife. Plastic bags remain one of the top items found during annual beach cleanups.

Plastic bags also contribute to blight in our communities and clog local storm water systems. Because plastic bags take 1,000 years to degrade, their impacts are compounded every year. California local governments spend more than \$25 million each year to collect and bury plastic bag waste. And the plastic bags that do enter our recycling centers slow the sorting process and jam machinery.

Earlier this year, I introduced SB 405. This bill would enact a statewide phase out of single-use plastic bags in California. This legislation is supported by a broad coalition that includes grocers, environmentalists and many local governments.

Despite strong support, SB 405 fell 3 votes short of passage this year. I remain committed to this effort, but I need your help. SB 405 will face another vote early next year. Between now and then, I am respectfully asking you to put your city on record in support of SB 405. The City of Los Angeles took this step in June of this year and joined 80 other California cities and counties who support the phase out of single-use plastic bags in their communities.

Please join me in this effort. Attached, please find a sample resolution in support of SB 405, a copy of the bill, and a fact sheet with additional information. I look forward to working with you so that single-use plastic bags are soon phased out in our state.

Thank you for your time and consideration. Please feel free to contact me at (916) 651-4020 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA  
State Senator, 20<sup>th</sup> District



## RESOLUTION

WHEREAS, each year in California more than 13 billion single-use plastic bags are handed out by retailers and only 3% of these bags are recycled; and

WHEREAS, plastic bags cause slow sorting and jam machinery at recycling centers costing California more than \$25 million dollars each year to collect and bury the plastic bag waste; and

WHEREAS, according to a study commissioned by the US Marine Debris Monitoring Program, plastic bags remain one of the top items found consistently during annual beach cleanups; and

WHEREAS, The Convention on Biological Diversity reports a total of 663 species have been affected by plastic marine pollution through entanglement or ingestion; and

WHEREAS, the United States Environmental Protection Agency finds that reducing the use of an item is one of the most effective ways to save our natural resources and protect the environment; and

WHEREAS, a third of Californians are subject to laws phasing out the use of single-use plastic bags; and

WHEREAS, State Senator Padilla has authored SB 405, which would prohibit grocery stores and large retailers from providing single-use bags to customers in 2015, and would expand that prohibition to convenience stores and food marts in 2016; and

WHEREAS, by prohibiting the free distribution of plastic bags, SB 405 would help eliminate a major source of pollution in California; and

NOW, THEREFORE, BE IT RESOLVED, with the concurrence of the Mayor, that by the adoption of this Resolution, the \_\_\_\_\_ hereby SUPPORTS Senate Bill 405 (Padilla) that would prohibit grocery stores, large retailers, convenience stores, and food marts from providing free single-use plastic bags to consumers, and require those stores to have reusable bags available for purchase.

PRESENTED BY \_\_\_\_\_

SECONDED BY \_\_\_\_\_

Green Vets Los Angeles  
GreenWaste Recovery  
Heal the Bay  
Humboldt County Board of Supervisors  
Humboldt Waste Management Authority  
LMV Productions  
Los Angeles County Board of Supervisors  
Los Angeles County Integrated Waste  
Management Task Force  
Napa Valley CanDo Environment Group  
National Hispanic Environmental Council  
Natural Resources Defense Council  
Pacifica's Environmental Family  
Planning and Conservation League  
Plasticbaglaws.org  
Republic Services  
Santa Clara County Board of Supervisors  
Save Our Shores  
Seventh Generation Advisors  
Sierra Club California  
Surfrider Foundation  
Team Marine – Santa Monica High School  
The Northern California Recycling Association  
Turtle Island Restoration Network  
United Food & Commercial Workers Western  
States Council  
William C. Velazquez Institute  
Zanker Road Resource Management



# Senator Alex Padilla

## Fact Sheet

### SB 405 – PADILLA

#### Single-Use Bag Phase Out

(as amended 05/24/13)

#### Summary

SB 405 would phase out single-use plastic bags in California grocery stores, convenience stores, liquor stores, and pharmacies.

#### Background

Each year in California, more than 13 billion single-use plastic bags are handed out by retailers. According to the United States Environmental Protection Agency, 88% of plastic bags and sacks are not recycled. In California, only 3% are recycled, according to CalRecycle. Plastic bags cause litter, slow sorting and jam machinery at recycling centers costing California more than \$25 million dollars each year to collect and bury the plastic bag waste. According to a study commissioned by the US Marine Debris Monitoring Program, plastic bags remain one of the top items found consistently during annual beach cleanups.

Plastic bags are also harmful to the environment killing thousands of birds, turtles and other species. Most plastics do not degrade. Although they represent only 2.2% of waste stream in California, plastic waste is the predominate form of marine debris. Plastics are estimated to compose 60-80% of all marine debris and 90% of all floating debris worldwide.

Plastics not only entangle marine life, they are also ingested by marine life and birds. Most plastic marine debris exists as small plastic particles due to excessive UV radiation exposure and subsequent photo-degradation. The Convention on Biological Diversity reports a total of 663 species have been affected by plastic marine pollution through entanglement or ingestion.

The California Coastal Commission reports that “birds, fish and mammals often mistake plastic for food. Some birds even feed it to their young. With plastic filling their stomachs, animals have a false feeling of being full, and may die of starvation. Sea turtles mistake plastic bags for jellyfish, one of their favorite foods. Even grey whales have been found dead with plastic bags and sheeting in their stomachs.”

The Scripps Institution of Oceanography at UC San Diego found evidence of plastic waste in more than 9% of the stomachs of fish collected in the North Pacific Subtropical Gyre and estimate that fish who reside in the intermediate ocean depths ingest 12,000- to 24,000 tons of plastic per year.

According to the United States Environmental Protection Agency, reducing the use of an item is one of the most effective ways to save our natural resources and protect the environment. To date, many local jurisdictions in California have enacted ordinances. The ordinances vary with some requiring a charge for paper carry-out bags and others banning both single-use plastic and paper

carryout bags. These ordinances have both eliminated the costs associated with plastic bags as well as substantially reduced the volume and costs associated with paper bags in communities.

For example, San Francisco, Los Angeles County, San Jose, and San Luis Obispo County are already experiencing the benefits of reducing the use of plastic bags. After just one year of implementation of its bag ordinance, the City of San Jose is reporting 50% cleaner creeks. Los Angeles County is reporting a 95% reduction of all single-use bags distributed, including a 30% reduction of paper bags.

### Existing Law

Section 42254 and 42257 of the Public Resources Code requires large grocery stores to establish a plastic bag recycling program and sunsets on January 1, 2020.

Current California law is silent on the reduction of single-use plastic bags.

### This Bill

This bill would:

- prohibits any local agency from enforcing an ordinance related to single-use carryout bags after January 1, 2014. (§42287 (b))
  - allows local agencies to only amend the cost associated with the recyclable paper bag for existing ordinances (§42287 (c))
  - authorizes the California Department of Resources, Recycling, and Recovery to inspect and audit a reusable bag producer. (§42282 (a)).
- prohibit a store, on and after January 1, 2015, from providing a *single-use carryout bag* (i.e., paper, plastic, or other material) to a customer at the point-of-sale. (§42283(a))
  - authorize a store, on and after July 1, 2016, to provide a *reusable grocery bag* (i.e., cloth or durable plastic) to a customer, which may be made available for purchase. (§42283(c)(1)).
  - authorize a store to make a *recyclable paper bag* available for purchase at the point of sale. (§42283(d)).
  - specifies standards for reusable grocery bags. (§42281)

### Support

5 Gyres Institute  
 Azul  
 BagIt  
 Board of Supervisers  
 California Coastkeeper Alliance  
 California Coastal Coalition  
 California Resource Recovery Association  
 California State Lands Commission  
 Californians Against Waste  
 Central Contra Costa County Solid Waste Authority  
 City of El Cerrito  
 City of Long Beach  
 City of Palo Alto  
 City of Sacramento  
 City and County of San Francisco  
 City of Sunnyvale  
 City of San Francisco  
 Clean Water Action  
 Clean Water California  
 Contra Costa Clean Water Program  
 County of Los Angeles  
 County of San Mateo  
 Environment California  
 Greater San Fernando Valley Chamber of Commerce  
 Green Sangha

AMENDED IN SENATE MAY 24, 2013

AMENDED IN SENATE APRIL 2, 2013

## SENATE BILL

**No. 405**

---

**Introduced by Senator Padilla**  
**(Coauthor: Senator Leno)**

February 20, 2013

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An act to add Chapter 5.3 (commencing with Section 42280) to Part 3 of Division 30 of, and to repeal Section 42285 of, the Public Resources Code, relating to solid waste.

### LEGISLATIVE COUNSEL'S DIGEST

SB 405, as amended, Padilla. Solid waste: single-use carryout bags.

Existing law, until January 1, 2020, requires an operator of a store, as defined, to establish an at-store recycling program that provides to customers the opportunity to return clean plastic carryout bags to that store.

With specified exceptions, this bill, as of January 1, 2015, would prohibit stores that have a specified amount of dollar sales or retail floor space from providing a single-use carryout bag to a customer. *The bill, on and after July 1, 2016, would additionally impose this prohibition on convenience food stores, foodmarts, and certain other specified stores.* The bill would require *all of* these stores to meet other specified requirements regarding providing recycled paper bags, compostable bags, or reusable grocery bags to customers.

~~The bill, on and after July 1, 2016, would additionally impose these prohibitions and requirements on convenience food stores, foodmarts, and certain other specified stores.~~

The bill would require a reusable grocery bag that a store is required to sell on and after July 1, 2016, to meet specified requirements. A

**SB 405**

— 2 —

violation of that requirement and the requirements that would be imposed upon grocery bag producers to submit certain laboratory test results would be subject to an administrative civil penalty assessed by the Department of Resources Recycling and Recovery. The department would be required to deposit these penalties into the Reusable Bag Account, which would be created in the Integrated Waste Management Fund, for expenditure by the department, upon appropriation by the Legislature, to implement those requirements.

~~The bill would require the department, by January 1, 2017, to submit a report to the Legislature regarding the implementation of the bill's provisions. The bill would repeal this report requirement on January 1, 2018.~~

The bill would allow a city, county, or city and county, or the state to impose civil penalties for a violation of the bill's requirements. The bill would require these civil penalties to be paid to the office of the city attorney, city prosecutor, district attorney, or Attorney General, whichever office brought the action, and would allow the penalties collected by the Attorney General to be expended by the Attorney General, upon appropriation by the Legislature, to enforce the bill's provisions. The bill would provide that these remedies are not exclusive, as specified.

*The bill would declare that it occupies the whole field of the regulation of reusable grocery bags, single-use carryout bags, and recycled paper bags and would prohibit a local public agency, on and after January 1, 2014, from enforcing or implementing an ordinance, resolution, regulation, or rule adopted on or after September 1, 2013, relating to those bags, unless expressly authorized. The bill would allow a local public agency that has adopted such an ordinance, resolution, regulation, or rule prior to September 1, 2013, to continue to enforce and implement that ordinance, resolution, regulation, or rule, but would require any amendments to that ordinance, resolution, regulation, or rule to be subject to state preemption.*

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

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

- 1 SECTION 1. Chapter 5.3 (commencing with Section 42280)
- 2 is added to Part 3 of Division 30 of the Public Resources Code, to
- 3 read:



## CHAPTER 5.3. SINGLE-USE CARRYOUT BAGS

## Article 1. Definitions

42280. For purposes of this chapter, the following definitions shall apply:

(a) “Department” means the Department of Resources Recycling and Recovery.

(b) “Postconsumer recycled material” means a material that would otherwise be destined for solid waste disposal, having completed its intended end use and product life cycle. Postconsumer recycled material does not include materials and byproducts generated from, and commonly reused within, an original manufacturing and fabrication process.

(c) “Recycled paper bag” means a paper carryout bag provided by a store to a customer at the point of sale that meets all of the following requirements:

(1) (A) Except as provided in subparagraph (B), contains a minimum of 40 percent postconsumer recycled materials.

(B) An eight pound or smaller recycled paper bag shall contain a minimum of 20 percent postconsumer recycled material.

(2) Is accepted for recycling in curbside programs in a majority of households that have access to curbside recycling programs in the state.

(3) Has printed on the bag the name of the manufacturer, the country where the bag was manufactured, and the minimum percentage of postconsumer content.

(d) “Reusable grocery bag” on and after July 1, 2016, means a bag that meets the requirements of Section 42281.

(e) “Reusable grocery bag producer” means a person or entity that does any of the following:

(1) Manufactures reusable grocery bags for sale or distribution to a store.

(2) Imports reusable grocery bags into this state, for sale or distribution to a store.

(3) Sells or distributes reusable bags to a store.

(f) (1) “Single-use carryout bag” means a bag made of plastic, paper, or other material that is provided by a store to a customer at the point of sale and that is not a recycled paper bag or a reusable grocery bag that meets the requirements of Section 42281.

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(2) A single-use carryout bag does not include either of the following:

(A) A bag provided by a pharmacy pursuant to Chapter 9 (commencing with Section 4000) of Division 2 of the Business and Professions Code to a customer purchasing a prescription medication.

(B) A nonhandled bag used to protect a purchased item from damaging or contaminating other purchased items when placed in a recycled paper bag or reusable grocery bag.

(g) “Store” means a retail establishment that meets any of the following requirements:

(1) A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000) or more, and that sells a line of dry groceries, canned goods, or nonfood items, and some perishable items.

(2) Has at least 10,000 square feet of retail space that generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code) and has a pharmacy licensed pursuant to Chapter 9 (commencing with Section 4000) of Division 2 of the Business and Professions Code.

(3) Is a convenience food store, foodmart, or other entity that is engaged in the retail sale of a limited line of goods, generally including milk, bread, soda, and snack foods, and that holds a Type 20 or Type 21 license issued by the Department of Alcoholic Beverage Control.

## Article 2. Reusable Grocery Bags

42281. (a) On and after July 1, 2016, a reusable grocery bag that is sold pursuant to subdivision (c) of Section ~~42282~~ 42283 shall meet all of the following requirements:

(1) (A) Be designed and manufactured to withstand, at a minimum, 125 uses.

(B) For purposes of this paragraph, “125 uses” means the capability of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet.

(2) Is machine washable or made from a material that can be cleaned and disinfected.

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1 (3) Have printed on the bag, or on a tag attached to the bag that  
2 is not intended to be removed, and in a manner visible to the  
3 consumer the following information:

4 (A) The name of the manufacturer.

5 (B) The country where the bag was manufactured.

6 (C) A recycling symbol or end-of-life management instructions.

7 (D) The percentage of postconsumer recycled material, if any.

8 (4) Does not contain lead, cadmium, or any other heavy metal  
9 in toxic amounts. This requirement shall not affect any authority  
10 of the Department of Toxic Substances Control pursuant to Article  
11 14 (commencing with Section 25251) of Chapter 6.5 of Division  
12 20 of the Health and Safety Code and, notwithstanding subdivision  
13 (c) of Section 25257.1 of the Health and Safety Code, the reusable  
14 grocery bag shall not be considered as a product category already  
15 regulated or subject to regulation.

16 (5) Complies with Section 260.12 of Part 260 of Title 16 of the  
17 Code of Federal Regulations related to recyclable claims if the  
18 reusable grocery bag producer makes a claim that the reusable  
19 grocery bag is ~~recyclable~~, *recyclable*.

20 (b) In addition to the requirements in subdivision (a), a reusable  
21 grocery bag made from plastic shall meet all of the following  
22 requirements:

23 (1) On and after July 1, 2017, be made from a minimum of 20  
24 percent postconsumer recycled material, except as provided in  
25 subdivision (d).

26 (2) In addition to the information required to be printed on the  
27 bag or on a tag, pursuant to paragraph (3) of subdivision (a), all  
28 of the following information shall be printed on the bag, or on a  
29 tag that complies with that paragraph:

30 (A) A statement that the bag is a reusable bag and designed for  
31 at least 125 uses.

32 (B) Instructions to return the bag to the store for recycling or  
33 to another appropriate recycling location.

34 (c) A plastic reusable grocery bag that also meets the  
35 specifications of the American Society of Testing and Materials  
36 (ASTM) Standard Specification for Compostable Plastics D6400,  
37 as published in September 2004, is not required to meet the  
38 requirements of paragraph (1) of subdivision (b), but shall be  
39 labeled in accordance with the applicable state law regarding  
40 compostable plastics.

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(d) If a plastic reusable grocery bag producer is unable to obtain sufficient amounts of postconsumer recycled material to comply with this article because of unavailability, the producer shall include the greatest amount of postconsumer recycled material possible in the reusable grocery bag even if this amount is less than required by paragraph (1) of subdivision (b) and shall indicate the percentage that is postconsumer recycled material.

42282. (a) The department may inspect and audit a reusable grocery bag producer subject to this article with all costs associated with the audit being paid for by the reusable grocery bag producer.

(b) Upon request by the department, a reusable grocery bag producer shall submit laboratory test results from independent, accredited (ISO/IEC 17025) laboratories to the department validating the reusable grocery bag meets the requirements of Section 44281 for each type of reusable grocery bag that is manufactured, imported, sold, or distributed in the state and provided to a store for sale or distribution.

(c) The department may test any reusable grocery bag manufactured by a reusable grocery bag producer and provided to a store for sale or distribution for compliance with this article and the regulations adopted pursuant to this article.

(d) The department may enter into an agreement with other state entities that conduct inspections to provide necessary enforcement of this article.

(e) Notwithstanding Section 42285, a violation of this article shall be subject to an administrative civil penalty assessed by the department in an amount not to exceed five hundred dollars (\$500) for the first violation. A subsequent violation may be subject to an increased penalty of up to five hundred dollars (\$500) per violation, not to exceed five thousand dollars (\$5,000) per violation.

(f) The department shall deposit all penalties collected pursuant to subdivision ~~(d)~~ (e) for a violation of this article into the Reusable Bag Account, which is hereby created in the Integrated Waste Management Fund. The moneys in the Reusable Bag Account shall be expended by the department, upon appropriation by the Legislature, to assist the department with its costs of implementing this article.

Article 3. Single-Use Carryout Bags

42283. (a) On and after January 1, 2015, a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, shall not provide a single-use carryout bag to a customer at the point of sale.

(b) On and after July 1, 2016, a store, as defined in paragraph (3) of subdivision (g) of Section 42280, shall not provide a single-use carryout bag to a customer at the point of sale.

(c) (1) On and after July 1, 2016, a store shall make available for purchase by a customer reusable grocery bags that meet the requirements of Section 42281.

(2) On and after July 1, 2016, a store shall not sell or distribute a reusable bag at the point of sale that does not meet the requirements of Section 42281.

(d) A store may make available for purchase at the point of sale a recycled paper bag.

(e) Notwithstanding any other law, on and after January 1, 2015, a store shall provide a customer participating in the California Special Supplemental Food Program for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code and a customer participating in the Supplemental Food Program pursuant to Chapter 10 (commencing with Section 15500) of Part 3 of Division 9 of the Welfare and Institutions Code with a reusable grocery bag or a recycled paper bag at no cost at the point of sale.

(f) Notwithstanding subdivisions (a) and (b), a store may make available for purchase at the point of sale a compostable bag that, at a minimum, meets the American Society for Testing and Materials (ASTM) Standard Specification for Compostable Plastics D6400, if, in the jurisdiction where the compostable bag is sold, both of the following requirements are met:

(1) A majority of the residential households in the jurisdiction have access to curbside collection of foodwaste for composting.

(2) The governing authority for the jurisdiction has voted to allow stores in the jurisdiction to sell to a consumer at the point of sale a compostable bag at a cost not less than the actual cost of the bags.

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~~Article 4. Reporting Requirements~~

~~42284. (a) On or before January 1, 2017, the department shall submit a report to the Legislature in accordance with Section 9795 of the Government Code regarding the effectiveness of this chapter and recommendations for statutory changes to increase effectiveness, which shall include all of the following:~~

~~(1) A compilation of state cleanup data to evaluate pollution reduction.~~

~~(2) Recommendations to further encourage the use of reusable grocery bags by customers and stores.~~

~~(3) An evaluation of the requirements for reusable grocery bags specified in Section 42281.~~

~~(4) Distribution of recycled paper bags.~~

~~(5) Number and type of violations.~~

~~(b) The department shall coordinate with other state and local agencies in compiling this report to maximize existing efforts and resources in the areas of litter reduction, water quality, and environmental protection.~~

~~(c) Pursuant to Section 110231.5 of the Government Code, this section is repealed on January 1, 2018.~~

~~Article 5. Enforcement~~*Article 4. Enforcement*

42285. (a) A city, a county, a city and county, or the state may impose civil liability in the amount of five hundred dollars (\$500) for the first violation of this chapter, one thousand dollars (\$1,000) for the second violation, and two thousand dollars (\$2,000) for the third and subsequent violations.

(b) Any civil penalties collected pursuant to subdivision (a) shall be paid to the office of the city attorney, city prosecutor, district attorney, or Attorney General, whichever office brought the action. The penalties collected pursuant to this section by the Attorney General may be expended by the Attorney General, upon appropriation by the Legislature, to enforce this chapter.

(c) The remedies provided by this section shall not be exclusive and shall be in addition to the remedies that may be available

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1 pursuant to Chapter 5 (commencing with Section 17200) of Part  
2 2 of Division 7 of the Business and Professions Code.

3  
4 *Article 5. Preemption*  
5

6 42287. (a) *Except as provided in subdivision (c), this chapter*  
7 *is a matter of statewide interest and concern and is applicable*  
8 *uniformly throughout the state. Accordingly, this chapter occupies*  
9 *the whole field of regulation of reusable grocery bags, single-use*  
10 *carryout bags, and recycled paper bags, as defined in this chapter.*

11 (b) *On and after January 1, 2014, a city, county, or other local*  
12 *public agency shall not enforce against a store, as defined in*  
13 *subdivision (g) of Section 42280, or otherwise implement, an*  
14 *ordinance, resolution, regulation, or rule adopted on or after*  
15 *September 1, 2013, relating to reusable grocery bags, single-use*  
16 *carryout bags, or recycled paper bags, as defined in this chapter,*  
17 *unless expressly authorized by this chapter.*

18 (c) *A city, county, or other local public agency that has adopted,*  
19 *prior to September 1, 2013, an ordinance, resolution, regulation,*  
20 *or rule relating to reusable grocery bags, single-use carryout bags,*  
21 *or recycled paper bags may continue to enforce and implement*  
22 *that ordinance, resolution, regulation, or rule that was in effect*  
23 *before that date. Any amendments to that ordinance, resolution,*  
24 *regulation, or rule on or after January 1, 2014, shall be subject*  
25 *to subdivision (b), except a city, county, or other local public*  
26 *agency may amend that ordinance, resolution, regulation, or rule*  
27 *with regard to the amount that a store shall charge with regard*  
28 *to a recycled paper bag.*

O