



REVISED AGENDA²

CITY OF SOUTH PASADENA CITY COUNCIL CLOSED SESSION REGULAR MEETING AGENDA

City Manager's Conference Room, Second Floor, City Hall
1414 Mission Street, South Pasadena, CA 91030

Wednesday, June 15, 2016, at 6:30 p.m.

The public may comment on Closed Session items prior to the City Council recessing to Closed Session. In order to address the City Council on Closed Session items, please complete a Public Comment Card. Time allotted per speaker: 3 minutes. The City Council will convene in Open Session at 7:30 p.m.

CALL TO ORDER: Mayor Diana Mahmud

ROLL CALL: Councilmembers Robert S. Joe; Marina Khubesrian, M.D.; Richard D. Schneider, M.D.; Mayor Pro Tem Michael A. Cacciotti; and Mayor Diana Mahmud

PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS ONLY

(Time limit is three minutes per person)

The City Council welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the Recording Secretary prior to the meeting. Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2).

CLOSED SESSION AGENDA ITEMS

A. Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Pursuant to Government Code Section 54956.9 (d)(1):

Name of Case: City of Gardena v. Los Angeles Regional Water Quality Control Board and State Water Resources Control Board, et al. Orange County Superior Court Case No. BS156342

¹ See Addition of Item D – Conference with Real Property Negotiators

² See Addition of Item E – Existing Litigation

B. Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION, Pursuant to Government Code Section 54956.9 (d)(4):

Number of Cases: 1

C. Personnel Item

PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code Section 54957 (b)(1):

Performance Evaluation of City Manager

City Negotiator: Teresa L. Highsmith, City Attorney

D. Conference with Real Property Negotiators

CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government Code Section 54956.8

Properties: 1107 Grevelia Street (68499-01-01); and 2006 Berkshire Avenue (64544-01-01)

Agency Negotiators: City Manager Sergio Gonzalez; City Attorney Teresa L. Highsmith

Negotiating Party: California Department of Transportation (Caltrans)

Under Negotiation: Price and Terms of Payment

E. Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Pursuant to Government Code Section 54956.9 (d)(1)

Name of Case: Albert Benzoni v. City of South Pasadena, et al. Case No. BS162797

ACCOMMODATIONS



The City of South Pasadena wishes to make all of its public meetings accessible to the public. Meeting facilities are accessible to persons with disabilities. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Hearing assistive devices are available in the Council Chambers. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

For those submitting letters or other documents relating to items on the agenda: materials received after 4:00 p.m. on the day prior to the City Council Meeting may not be reviewed by the City Council.

I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, as required by law.

6/13/2016
Date

Desiree Jimenez
Desiree Jimenez,
Deputy City Clerk



REVISED AGENDA¹
CITY OF SOUTH PASADENA
CITY COUNCIL / REDEVELOPMENT SUCCESSOR AGENCY
JOINT REGULAR MEETING AGENDA

Amedee O. "Dick" Richards, Jr. Council Chamber
1424 Mission Street, South Pasadena, CA 91030

Wednesday, June 15, 2016, at 7:30 p.m.

*In order to address the City Council, please complete a Public Comment Card.
Time allotted per speaker is three minutes.
No agenda item may be taken after 11:00 p.m.*

CALL TO ORDER: Mayor Diana Mahmud

ROLL CALL: Councilmembers Robert S. Joe; Marina Khubesrian, M.D.; Richard D. Schneider, M.D.; Mayor Pro Tem Michael A. Cacciotti; and Mayor Diana Mahmud

INVOCATION: Mayor Pro Tem Cacciotti
**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Cacciotti

- 1. CLOSED SESSION ANNOUNCEMENTS:** A Closed Session Agenda has been posted separately

PRESENTATIONS

- 2. Presentation of Certificates of Appreciation to Talia Parker and Ashley Bonnie Wu, Outgoing Commissioners, for their Volunteer Service on the South Pasadena Youth Commission**

COMMUNICATIONS

- 3. Councilmembers Communications**
Time allotted per Councilmember is three minutes. Additional time will be allotted at the end of the City Council Meeting agenda, if necessary.
- 4. City Manager Communications**

¹ See Addition of Item No. 18 – Approval of a Letter of Opposition

5. Reordering of and Additions to the Agenda**PUBLIC COMMENTS AND SUGGESTIONS**

(Time limit is three minutes per person)

The City Council welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the Recording Secretary prior to the meeting. At this time, the public may address the City Council on items that are not on the agenda. Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

In order to address the City Council, please complete a Public Comment card. Time allotted per speaker is three minutes. Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless an audience member or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

CONSENT CALENDAR**6. Minutes of the City Council Meeting of May 18, 2016 and June 1, 2016****Recommendation**

Approve the minutes of the May 18, 2016 and June 1, 2016 City Council Meeting.

7. Prepaid Warrants, General City Warrants, Redevelopment Successor Agency Check Summary, and Payroll**Recommendation**

Approve the City of South Pasadena Prepaid Warrants Nos. 193842 through 193878 in the amount of \$192,886.33; General City Warrants Nos. 193879 through 193948 in the amount of \$395,615.20, and Payroll, dated June 3, 2016, in the amount of \$461,875.36. Seated as the Successor Agency to the Community Redevelopment Agency, approve Payroll, dated June 3, 2016, in the amount of \$5,201.34 (included in the above totals).

8. Monthly Investment Reports for April 2016**Recommendation**

Receive and file the Monthly Investment Reports for April 2016 for the City Council, the Successor Agency to the Community Redevelopment Agency, and the Public Financing Authority.

9. Discretionary Fund Request from Mayor Pro Tem Cacciotti in the Amount of \$250 for the Purpose of the South Pasadena Community Garden Compost Bin

Recommendation

Approve a discretionary fund request by Mayor Pro Tem Cacciotti, designating \$250, for the purpose of the South Pasadena Community Garden compost bin.

10. Adoption of a Resolution Establishing Positions, Salaries, and Benefits for Management Employees

Recommendation

Adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California approving Unrepresented Management Employees benefits listing and management salary schedule, superseding Resolution No. 7414.”

11. Award of Contract to K.C. Restoration Co., Inc. in the Amount of \$83,490 for the Meridian Iron Works Museum Exterior Painting Project

Recommendation

1. Accept a bid dated June 3, 2016, from K.C. Restoration Co., Inc., for the Meridian Iron Works Museum Exterior Painting Project.
2. Reject all other bids received.
3. Approve a budget transfer of \$26,490 from Account No. 101-9000-9313-9313 to Account No.101-9000-9326-9326.
4. Authorize the City Manager to enter into a contract with K.C. Restoration Co., Inc. for a not-to-exceed amount of \$83,490.

12. Approval to Extend the Terms of Certain Members of the South Pasadena Youth Commission in Conformance with City Council Resolution No. 6719

Recommendation

Approve the extension of terms by one year, to June 30, 2018, of certain members of the South Pasadena Youth Commission in conformance with City Council Resolution No. 6719.

PUBLIC HEARING

13. First Reading and Introduction of Ordinances to Amend the South Pasadena Municipal Code and Mission Street Specific Plan to Provide Standards and Requirements for Establishing Valet Parking Operations

Recommendation

1. Introduce an Ordinance entitled “An Ordinance of the City Council of the City of South Pasadena, California, amending Sections 36.410.090 (Parking Use Permit), 36.400.020 (Authority of Land Use and Zoning Decisions), and adding Section 36.310.111 (Valet Parking) of the South Pasadena Municipal Code to establish regulations, standards and review process for valet parking,” and waive further reading.

- 2. Introduce an Ordinance entitled “An Ordinance of the City Council of the City of South Pasadena, California, adding Section 6.2.4 (Valet Parking) to the Mission Street Specific Plan to establish regulations, standards and review process for valet parking,” and waive further reading.

14. Public Hearing and Adoption of a Resolution Increasing the Park Facilities Impact Fee

Recommendation

Adopt a Resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, increasing the Park Facilities Impact Fee.”

ACTION/DISCUSSION

15. Approval of South Pasadena Chamber of Commerce’s Request for a One-Time Allocation of Business Improvement Tax Funds in the Amount of \$45,000 for Holiday Decorations and City Imaging Campaign

Recommendation

Approve a request from the South Pasadena Chamber of Commerce for a one-time allocation in the amount of \$45,000 of Business Improvement Tax funds to replace holiday decorations and begin a City identity and imaging campaign.

16. Adoption of a Resolution Amending the Long Range Property Management Plan for Successor Agency Property

Recommendation

Adopt a Resolution entitled “A Resolution of the Successor Agency to the Community Redevelopment Agency of the City of South Pasadena, California, approving an amendment to the Long Range Property Management Plan for the disposition of real property assets of the former Redevelopment Agency.”

17. Adoption of a Resolution Approving a Bond Proceeds Expenditure Agreement Between the City of South Pasadena and the Successor Agency to the Community Redevelopment Agency of the City of South Pasadena

Recommendation

Adopt a Resolution entitled “A Resolution of the Successor Agency to the Community Redevelopment Agency of the City of South Pasadena, California, approving Bond Proceeds Expenditure Agreement between the City of South Pasadena and the Successor Agency to the Community Redevelopment Agency of the City of South Pasadena.”

18. Approval of a Letter of Opposition Regarding the Governor's By Right Housing Proposal

Recommendation

Approve a Letter of Opposition Regarding the Governor's By Right Housing Proposal.

COUNCILMEMBERS COMMUNICATIONS (continued)

ADJOURNMENT

**FUTURE CITY COUNCIL MEETINGS
(OPEN SESSION)**

July 6, 2016	Regular City Council Meeting	Council Chamber	7:30 p.m.
July 20, 2016	Regular City Council Meeting	Council Chamber	7:30 p.m.
August 3, 2016	CANCELLED		

**PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA PACKETS, DOCUMENTS
DISTRIBUTED BEFORE A MEETING, AND BROADCASTING OF MEETINGS**

Prior to meetings, City Council Meeting agenda packets are available at the following locations:

- South Pasadena Public Library, 1100 Oxley Street;
- City Clerk’s Division, 1414 Mission Street; and
- City website at: www.southpasadenaca.gov/citycouncilmeetings

Individuals can be placed on an email notification list to receive forthcoming agendas by calling the City Clerk’s Division at (626) 403-7230. Any disclosable public records related to an Open Session item appearing on a regular meeting agenda and distributed by the City of South Pasadena to all or a majority of the legislative body fewer than 48 hours prior to that meeting are available for public inspection at the City Clerk’s Division, located at City Hall, 2nd floor, 1414 Mission Street prior to the meeting. During the meeting, these documents will be included as part of the “Reference Binder” of the agenda packet kept in the Amedee O. “Dick” Richards, Jr., Council Chamber at 1424 Mission Street, South Pasadena, CA 91030. Documents distributed during the meeting will be available following the meeting at the City Clerk’s Division. For those submitting letters or other documents relating to items on the agenda: Materials received after 4:00 p.m. on the day prior to the Council meeting may not be reviewed by the City Council.

Regular meetings are broadcast live on Time-Warner Cable Channel 19 and AT&T Channel 99. Meetings are also streamed live via the Internet at www.southpasadenaca.gov. Six months of archived meetings, indexed by agenda item, are also available online. A DVD of regularly scheduled meetings is available for checkout at the South Pasadena Public Library can be purchased from the City Clerk’s Division.

ACCOMMODATIONS



The City of South Pasadena wishes to make all of its public meetings accessible to the public. Meeting facilities are accessible to persons with disabilities. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Hearing assistive devices are available in the Council Chamber. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, as required by law.

6/10/2016
Date

Natalie Sanchez
Natalie Sanchez,
Management Assistant

THE CITY OF SOUTH PASADENA EXPRESSES

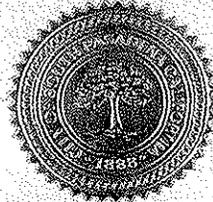
APPRECIATION



Talia Parker

Youth Commission
2014 - 2016

In appreciation for two years of volunteer service and dedicated commitment to youth development and engagement while serving as a member of the South Pasadena Youth Commission



Dated this 15th day of June, 2016

Diana Mahmud, Mayor

Evelyn G. Zneimer, City Clerk

THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION



Ashley Bonnie Wu

Youth Commission
2015 - 2016

In appreciation for volunteer service and dedicated commitment to youth development and engagement while serving as a member of the South Pasadena Youth Commission



Dated this 15th day of June, 2016

Diana Mahmud, Mayor

Evelyn G. Zneimer, City Clerk

This page intentionally left blank.



**Wednesday, May 18, 2016
Minutes of the Regular Meeting of the
Joint City Council/Redevelopment Successor Agency**

CALL TO ORDER

A Regular Meeting of the South Pasadena Joint City Council/Redevelopment Successor Agency was called to order by Mayor Mahmud on Wednesday, May 18, 2016, at 7:36 p.m., in the Amedee O. "Dick" Richards, Jr., Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present: Councilmembers/Redevelopment Successor Agency Members Joe and Khubesrian; Mayor Pro Tem/Agency Vice Chair Cacciotti; and Mayor/Agency Chair Mahmud.

Absent: Councilmember/Redevelopment Successor Agency Member Schneider.

City Staff

Present: Sergio Gonzalez, City Manager/Agency Executive Director; Teresa L. Highsmith, City Attorney/Agency Counsel; Evelyn G. Zneimer, City Clerk; Desiree Jimenez, Deputy City Clerk/ Deputy Agency Secretary were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

INVOCATION

Councilmember Khubesrian gave the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Khubesrian led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

The Regular Closed Session of the City Council of May 18, 2016, was called to order by Mayor Mahmud at 6:30 p.m., with all Councilmembers present except for Councilmember Schneider who was absent.

The meeting convened into Closed Session to discuss the following items as listed on the Closed Session Regular Meeting Agenda:

A. CONFERENCE WITH LABOR NEGOTIATOR, Pursuant to Government Code Section 54957.6

Conference with Labor Negotiators regarding labor negotiations with Unrepresented Management Employees

City Negotiators: City Manager Sergio Gonzalez and City Attorney Teresa L. Highsmith

B. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION, Pursuant to Government Code Section 54956.9 (d)(4):

Number of Cases: 1

City Attorney Highsmith reported that City Council provided direction to staff regarding the agendized Closed Session Items, but did not take any reportable action.

PRESENTATIONS

1a. Presentation of Certificates of Appreciation to the 2016 Amgen Tour of California Local Organizing Committee

Mayor Mahmud presented Certificates of Appreciation to the 2016 Amgen Tour of California Local Organizing Committee for its efforts to coordinate a successful start of the Stage 2 of the Amgen Tour of California.

2. Presentation of a Certificate of Recognition for Linda Hess for being named as a 2016 Women of Distinction Award Recipient

Mayor Mahmud presented a Certificate of Appreciation to Linda Hess for being named as a 2016 Women of Distinction Award Recipient.

COMMUNICATIONS

3. Councilmembers Communications

Councilmember Khubesrian reported on her attendance at a Freeway and Transportation Commission (FTC) Meeting and an Arroyo Verdugo Subregion Meeting; requested that City Council agendize review of the FTC purview, seconded by Mayor Pro Tem Cacciotti; requested that City Council agendize consideration of forming a meeting body with the Arroyo Verdugo Subregion and the 5-Cities Alliance with a purview of transportation issues, seconded by Mayor Pro Tem Cacciotti.

Councilmember Joe reported on his attendance at a Senior Scam Stoppers Seminar; requested that City Council agendaize consideration of issuing a letter of support for the federal Water Resources Development Act introduced by Congresswoman Grace Napolitano, seconded by Mayor Mahmud.

Mayor Pro Tem Cacciotti reported on his attendance at the 2016 Advanced Clean Transportation "ACT" Expo; encouraged residents to participate in the "626 CicLAvia" event on June 26, 2016.

Mayor Mahmud reported on her attendance at the Southern California of Governments Annual Conference; advised that she met with Joshua Torres, of Southern California Edison, to discuss recent unplanned power outages; advised that there is exploration into a phased implementation of Community Choice Aggregation; expressed appreciation to the South Pasadena Chamber of Commerce for their participation with the 2016 Eclectic Music Festival and Art Walk; encouraged residents to participate in the annual Woman's Club "Operation Cookie" event.

4. City Manager Communications

City Manager Gonzalez announced the launch of a new online public portal to view Statements of Economic Interest; noted that the City of South Pasadena was the lead agency that applied for the 626 Golden Streets grant.

5. Reordering of and Additions to the Agenda

None.

PUBLIC COMMENTS

Al Benzoni, South Pasadena resident, voiced concern regarding the decision of the 1200 Hydrogen Fueling Station Project; asserted that City staff should refrain from making a recommendation when a Zoning Code interpretation is contested by an applicant; requested a modification to the Appeal Form.

CONSENT CALENDAR

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to approve the Consent Calendar Item Nos. 7 through 14, with Item Nos. 6, 12, and 13 pulled for separate consideration.

7. Prepaid Warrants, General City Warrants, Redevelopment Successor Agency Check Summary, and Payroll

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to approve the City of South Pasadena Prepaid Warrants Nos. 193437 through 193474 in the amount of \$204,149.09; General City Warrants Nos. 193475 through 193630 in the amount of \$1,965,499.61, and Payroll, dated May 6, 2016, in the amount of \$437,896.30. Seated as the Successor Agency to the Community Redevelopment Agency, approve Payroll, dated May 6, 2016, in the amount of \$5,172.23 (included in the above totals).

8. Monthly Investment Reports for March 2016

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to receive and file the Monthly Investment Reports for March 2016 for the City Council, the Successor Agency to the Community Redevelopment Agency, and the Public Financing Authority.

9. Discretionary Fund Request from Councilmember Joe in the Amount of \$100 for the Purpose of the Community Emergency Response Team Luncheon

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to approve the discretionary fund request by Councilmember Joe, designating \$100, for the purpose of the Community Emergency Response Team luncheon.

10. Discretionary Fund Requests from Councilmember Khubesrian in the Amount of \$2,000 and Councilmember Schneider in the Amount of \$2,000 for the Purpose of the South Pasadena Arts Center Kinetic Sculpture Public Art Project

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to approve the discretionary fund requests by Councilmember Khubesrian, designating \$2,000, and Councilmember Schneider, designating \$2,000, for the purpose of the Kinetic Sculpture Public Art Project being constructed at the South Pasadena Arts Center.

11. Second Reading and Adoption of an Ordinance Prohibiting the Use of Inflatable Structures and Other Carnival Devices in City Parks

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to adopt Ordinance No. 2296 entitled "An Ordinance of the City Council of the City of South Pasadena, California, adding a new Section 21.25 ("Carnival Devices") to Chapter 21 ("Parks") of the South Pasadena Municipal Code to regulate the use of carnival devices," and waive further reading.

14. Approval of a Letter of Support Regarding the Metro Light Rail Resiliency Project's 2016 Transportation Investment Generating Economic Recovery Discretionary Grant Application

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to authorize a letter of support regarding the Metro Light Rail Resiliency Project's 2016 Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant Application.

ITEMS REMOVED FROM THE CONSENT CALENDAR FOR DISCUSSION

6. Minutes of the City Council Meeting of April 20, 2016 and April 27, 2016

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to approve the minutes of the April 20, 2016 and April 27, 2016 City Council Meeting.

12. Award a Contract to RouteMatch in the Amount of \$63,228 for the Purchase of a Demand Response Transportation Management System

In response to City Council inquiries, Community Services Director Pautsch summarized the City's current operations of the Dial-A-Ride Program; indicated a six month status report would be brought back at a future City Council Meeting.

Mayor Mahmud requested revisions to the agreement related to the travel reimbursements, notification of termination, and automatic renewal.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to authorize the City Manager to execute an agreement with RouteMatch in the amount of \$63,228 for the purchase of a Demand Response Transportation Management System and execute all related documents for the Dial-A-Ride Program, as amended.

13. Award a Contract to SpectraTurf in the Amount of \$69,805.80 to Replace Playground Unitary Rubberized Surfacing at Garfield Park and Orange Grove Park

In response to City Council comment, City Attorney Highsmith agreed that the proposed contract template needed to be updated to the current public works agreement and indicated that the revised contract did not need to return for future City Council approval and that it may be processed administratively.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0 to:

1. Accept a bid dated December 8, 2015, from SpectraTurf for the playground surfacing at Garfield Park and Orange Grove Park.
2. Reject all other bids received.
3. Authorize the City Manager to enter into a contract with SpectraTurf for a not-to-exceed amount of \$69,805.80.

PUBLIC HEARING**15. First Reading and Introduction of Ordinances to Amend the South Pasadena Municipal Code and Mission Street Specific Plan to Provide Standards and Requirements for Establishing Valet Parking Operations**

Assistant Planner Vizcarra narrated a PowerPoint presentation entitled “Valet Parking Ordinances” and responded to City Council inquiries.

Mayor Mahmud opened and closed the Public Hearing, there being no one desiring to speak on this item.

During the course of discussion, the City Council provided input on numerous changes to the proposed ordinance and agreed that the ordinance should be revised and return to the City Council for first reading and introduction.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to continue the Public Hearing to the Regular City Council Meeting of June 15, 2016.

16. Public Hearing for Future Adoption of a Mitigated Negative Declaration for the South Pasadena Dog Park Project

Public Works Director Toor narrated a PowerPoint presentation entitled “South Pasadena Dog Park Mitigated Negative Declaration” and responded to City Council inquiries. Public Works Director Toor requested that the City Council continue the Public Hearing to the City Council Meeting of July 6, 2016, noting that the report will include identification of particular mitigation measures.

Mayor Mahmud opened and closed the Public Hearing, there being no one desiring to speak on this item.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 4-0, to continue the Public Hearing to the Regular City Council Meeting of July 6, 2016.

ACTION/DISCUSSION

17. Direction Regarding Proposed Budget Expenditures for Fiscal Year 2016-17

City Manager Gonzalez narrated a PowerPoint presentation entitled "FY 2016-17 Proposed Budget" and responded to City Council inquiries.

Mayor Mahmud opened and closed the Public Comment period, there being no one desiring to speak on this item.

Mayor Mahmud voiced concern regarding the drawdown of the undesignated reserve, citing concerns that City Council will have difficulty re-designating funds from a particular designated reserve in the event of an unanticipated emergency.

Councilmember Joe suggested that the City Council should set a minimum undesignated reserve of 27%.

City Council discussion ensued relative to whether to reduce the proposed allocations for the Renewable Energy Sources, Maintenance Yard/Community Center, Tree Replacement/Management, and Caltrans Vacant Lot Purchases designated reserve funds. It was agreed that City Council should defer consideration of reducing the Tree Replacement/Management Reserve until Councilmember Schneider may participate in the deliberations.

Following City Council discussion, City Manager Gonzalez affirmed that City Council desires to not allocate an additional: 1) \$100,000 to the Maintenance Yard/Community Center, 2) \$50,000 for the Caltrans Vacant Lot Purchases; and 3) \$50,000 to the Renewable Energy Sources.

Assistant Finance Director Lieu advised that based on the proposed adjustments, the undesignated reserves will be 26.7% and the designated reserves will be 26.8%.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 4-0, to affirm not allocating an additional: 1) \$100,000 to the Maintenance Yard/Community Center, 2) \$50,000 for the Caltrans Vacant Lot Purchases; and 3) \$50,000 to the Renewable Energy Sources.

ADJOURNMENT

Mayor Mahmud adjourned the Joint City Council/Redevelopment Successor Agency meeting at 11:45 p.m.

Evelyn G. Zneimer
City Clerk

Diana Mahmud
Mayor

Minutes approved by the South Pasadena City Council on June 15, 2016.



Wednesday, June 1, 2016
Minutes of the Regular Meeting of the
Joint City Council/Redevelopment Successor Agency

CALL TO ORDER

A Regular Meeting of the South Pasadena Joint City Council/Redevelopment Successor Agency was called to order by Mayor Mahmud on Wednesday, June 1, 2016, at 7:40 p.m., in the Amedee O. "Dick" Richards, Jr., Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present: Councilmembers/Redevelopment Successor Agency Members Joe, Khubesrian, and Schneider; Mayor Pro Tem/Agency Vice Chair Cacciotti; and Mayor/Agency Chair Mahmud.

Absent: None.

City Staff

Present: Sergio Gonzalez, City Manager/Agency Executive Director; Teresa L. Highsmith, City Attorney/Agency Counsel; Evelyn G. Zneimer, City Clerk; Anthony J. Mejia, Chief Deputy City Clerk/Chief Deputy Agency Secretary were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

INVOCATION

Councilmember Joe gave the invocation.

PLEDGE OF ALLEGIANCE

Christina Taylor and Marissa Starks, Girl Scout Troop No. 14741, led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

The Regular Closed Session of the City Council of June 1, 2016, was called to order by Mayor Mahmud at 6:30 p.m., with all Council members present.

The meeting convened into Closed Session to discuss the following items as listed on the Closed Session Regular Meeting Agenda:

- A. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION, Pursuant to Government Code Section 54956.9 (d)(1)

Name of Case: Mark Nansen, et al. v. City of South Pasadena, et al. Case No. BC543533

- B. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION, Pursuant to Government Code Section 54956.9 (d)(4):

Number of Cases: 1

- C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code Section 54957 (b)(1):

Performance Evaluation of City Manager

City Negotiator: Teresa L. Highsmith City Attorney

- D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Pursuant to Government Code Section 54956.9 (d)(1):

Name of Case: City of Gardena. v. Los Angeles Regional Water Quality Control Board and State Water Resources Control Board, et al. Orange County Superior Court Case No. BS156342

City Attorney Highsmith reported that the City Council provided direction to staff regarding the agendaized Closed Session Items, but did not take any reportable action; noted that the City Council continued discussion of the City Manager's Performance Evaluation to a future City Council meeting.

PRESENTATIONS

2. **Announcement of 5th Grade Winners of the Festival of Balloons 4th of July Poster Contest Depicting the Theme "100 Years of the National Park Service: Celebrating Our Urban Forest"**

Joseph Payne, representing the Festival of Balloons 4th of July Committee, described the poster contest depicting the "100 Years of the National Park Service: Celebrating Our Urban Forest" theme and announced the winners; encouraged the community to attend the 4th of July festivities.

3. Presentation of Certificates of Appreciation to Finley Mullen, Jack Campbell, Nico Salazar, and Elaine Yang, South Pasadena High School Students, and Kelly Conte, Lead Artist, for the Completion of the El Centro Street Community Mural Project

Mayor Mahmud presented Certificates of Appreciation to Finley Mullen, Jack Campbell, Nico Salazar, and Elaine Yang, South Pasadena High School Students, and Kelly Conte, Lead Artist, for the completion of the El Centro Street Community Mural Project.

4. Presentation of a Certificate of Appreciation to the Woman's Club of South Pasadena for Operation Cookie 2016

Mayor Mahmud presented a Certificate of Appreciation to Katie Wiemerslage-Longoria, representing the Woman's Club of South Pasadena, for Operation Cookie 2016 which packaged and delivered cookies to hospitalized, homeless, and special needs veterans.

5. Introduction of New City of South Pasadena Employees

City Manager Gonzalez and Police Chief Miller introduced the following newly-hired employees:

- Gilbert Carrillo, Police Officer
- Ryan Hang, Police Officer
- Jennifer Shimmin, Senior Management Analyst
- Brian Wiley, Police Officer
- Patrick Zamora, Police Officer

COMMUNICATIONS

6. Councilmembers Communications

Councilmember Joe announced the schedule for the summer concert series, movies in the park, National Night Out, and Shakespeare in the Park and encouraged residents to attend.

Councilmember Khubesrian requested that the City Council agendaize an update regarding a proposal to ban polystyrene products in South Pasadena, seconded by Councilmember Schneider; announced that the South Pasadena Arts Council has released the request for proposals for the second phase of the Utility Box Art Project; noted that the Air Quality Management District recently released a study which links air pollution to obesity; expressed condolences for the victims, and their families, of the shooting at the University of California, Los Angeles.

Mayor Pro Tem Cacciotti reported on his attendance at a meeting with City staff, South Coast Air Quality Management District staff, and US Hybrid Corporation representatives regarding the potential of developing a hybrid fire engine; encouraged residents to participate in the "626 CicLAvia" event on June 26, 2016, and introduced the 626 sasquatch mascot; requested that the City Council agendaize consideration of allocating \$250 of his discretionary funds to Owen Pratt for his Boy Scouts project for the installation of a compost bin at the Community Garden.

Mayor Mahmud thanked City staff and volunteers for assisting with the coordination of the Memorial Day event; reported on her attendance at the Metro Expo Line dedication event, noting that commuters can now travel through to Santa Monica; requested that the City Council agendaize discussion of establishing a policy to address City membership to outside organizations, seconded by Councilmember Schneider.

7. City Manager Communications

City Manager Gonzalez and Deputy Fire Chief Riddle advised that fire stations throughout Los Angeles County will be teaching residents hands-only CPR techniques on June 2, 2016, encouraging residents to visit the South Pasadena Fire Station.

8. Reordering of and Additions to the Agenda

None.

PUBLIC COMMENTS

Ron Rosen, South Pasadena resident, opined that the agenda description related to eligibility requirements for the City's advisory bodies is vague and should include verbiage related to the perceived problem and proposed solutions.

CONSENT CALENDAR

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the Consent Calendar Item Nos. 9 through 11.

9. Minutes of the City Council Meeting of May 4, 2016

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the minutes of the May 4, 2016 City Council Meeting.

10. Prepaid Warrants, General City Warrants, Redevelopment Successor Agency Check Summary, and Payroll

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the City of South Pasadena Prepaid Warrants Nos. 193243 through 193278 in the amount of \$678,230.26; General City Warrants Nos. 193279 through 193436 in the amount of \$714,680.13, and Payroll, dated April 22, 2016, in the amount of \$424,430.76. Seated as the Successor Agency to the Community Redevelopment Agency, approve Payroll, dated April 22, 2016, in the amount of \$5,972.35 (included in the above totals).

11. Adoption of a Resolution Determining and Establishing an Appropriations Limit for Fiscal Year 2016-17 in Accordance with Article XIII B of the California Constitution

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to adopt Resolution No. 7462 entitled "A Resolution of the City Council of the City of South Pasadena, California, determining and establishing an Appropriations Limit for Fiscal Year 2016-17 in accordance with Article XIII B of the California Constitution and Government Code Section 7910."

PUBLIC HEARINGS

12. Approval of a Resolution Adopting the Fiscal Year 2016-17 Budget

Finance Director Batt narrated a PowerPoint presentation entitled "Fiscal Year 2016-17 Proposed Budget" and responded to City Council inquiries.

Mayor Mahmud opened the Public Hearing.

Elizabeth Emirhanian, South Pasadena resident, voiced concerns that the proposed Budget will reduce the undesignated reserves below 30%; noted that the City is projecting a deficit in the future and that the City's Utility Users Tax could be repealed at a future election.

Kim Hughes, South Pasadena resident, noted that the Natural Resources and Environmental Commission previously suspended the planting of new trees due to the severe drought; suggested that the Tree Replacement Fund should be partially reduced, citing that nurseries will be unlikely able to fill large tree orders and predictions for continued drought; recommended that the City Council address maintaining existing distressed trees through supplemental watering.

There being no others desiring to speak on this item, the Public Hearing was closed.

Mayor Mahmud voiced concern regarding the drawdown of the undesignated reserve, suggesting that the City Council should reduce the allocation to the Tree Replacement Reserve by \$50,000 to help prevent further drawdown of the reserve if unanticipated expenses occur.

Councilmember Schneider conveyed support for reducing the Tree Replacement Reserve by \$50,000, noting that he desires for the City Council to increase the funding amount in future fiscal years, if needed.

Following discussion, MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY MAYOR PRO TEM CACCIOTTI, CARRIED 5-0, to adopt Resolution No. 7463 entitled "A Resolution the City Council of the City of South Pasadena, California, adopting the Fiscal Year 2016-17 Budget," with an amendment to reduce the Tree Replacement Reserve from \$200,000 to \$150,000.

13. Adoption of a Resolution Confirming an Annual Levy and Collection of Assessments for the Lighting and Landscaping Maintenance District for Fiscal Year 2016-17

Public Works Director Toor presented the staff report and responded to City Council inquiries.

Mayor Mahmud opened and closed the Public Hearing, there being no one desiring to speak on this item.

In response to City Council inquiry, Public Works Director Toor advised that staff will initiate a review of the Lighting and Landscaping Maintenance District for possible adjustment in the future.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER SCHNEIDER, CARRIED 5-0, to adopt Resolution No. 7464 entitled "A Resolution of the City Council of the City of South Pasadena, California, confirming the Fiscal Year 2016-17 annual levy and collection of assessments certain maintenance in an existing district pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California."

ACTION/DISCUSSION

14. Provide Direction to Initiate the Annexation Process to the San Gabriel Valley Mosquito and Vector Control District

Public Works Director Toor presented the staff report and responded to City Council inquiries.

Mayor Mahmud opened the Public Comment period.

Kim Hughes, South Pasadena resident, voiced opposition to annexing to a mosquito and vector control district, noting that there is a lack of data supporting a citywide need for such services; suggested that the City solicit commercial services for vector control on an as-needed basis.

There being no others desiring to speak on this item, the Public Comment period was closed.

In response to public comment, Public Works Director Toor advised that calls for mosquito control services typically spike following rainy seasons or media reports of vector-borne disease outbreaks; stated that commercial vector control services do not provide mosquito control services, noting that local vector control districts, by board policy, are not able to provide on-call services until initiation of annexation proceeds.

In response to City Council inquiries, Public Works Director Toor explained that requests for mosquito control services go unanswered because we do not participate in a vector control district and the lack of commercial mosquito control options; advised that if we annex into a vector control district and in the future desire to de-annex, the City will be required to identify an alternative source for services.

Councilmember Schneider recommended that if the City Council moves forward with initiating annexation into a vector control district, that it revisit its decision in six months to assess the mosquito population and vector-borne disease outbreaks following the summer season.

In response to City Council inquiries, Dr. Ken Fujioka, General Manager of the San Gabriel Valley Mosquito and Vector Control District, confirmed that the District provides education, monitoring, disease surveillance, and inspection and control services; explained that vector mosquitos have been detected in the surrounding cities, noting however that diseases such as Chikungunya and Zika virus have not been detected in southern California; advised that in the event that pesticides are administered against adult mosquitos, neighbors would be notified a minimum of 48 hours before application.

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY MAYOR PRO TEM CACCIOTTI, CARRIED 4-0 (COUNCILMEMBER SCHNEIDER ABSTAINING), to direct staff to initiate the annexation process to the San Gabriel Valley Mosquito and Vector Control District (SGVCD) and to engage the SGVCD for mosquito surveillance and control on an as-needed basis.

15. Consideration of Modifying Eligibility Requirements for City Boards, Commissions, and Committees

Mayor Mahmud advised that she requested that this matter be re-agendized, noting difficulty in identifying qualified applicants for commissions which require specialized expertise such as the Cultural Heritage Commission; pointed out that there are residents of South Pasadena who desire to participate on the commission level but due to their citizenship status are precluded from being appointed; suggested that the eligibility requirements for commissions be modified to allow up to one non-electors to serve on each commission.

Mayor Mahmud opened the Public Comment period.

Ron Rosen, South Pasadena resident, voiced opposition to allowing non-electors residents to serve on City commissions; questioned if the City has conducted sufficient outreach to solicit additional applicants; pointed out that commissioners often have aspirations to run for public office and that non-electors would be precluded from doing so.

Kim Hughes, South Pasadena resident, suggested that serving on a City commission could serve as an incentive for residents to become citizens and therefore electors; questioned and recommended whether a non-electors resident could serve in a non-voting capacity such as a special advisor to a particular commission.

There being no others desiring to speak on this item, the Public Comment period was closed.

City Council discussion ensued relative to whether there is a sufficient need to modify the eligibility requirements for City commissions.

Following discussion, MOTION BY MAYOR MAHMUD, SECOND BY COUNCILMEMBER SCHNEIDER, FAILED 2-3 (COUNCILMEMBERS KHUBESRIAN AND JOE AND MAYOR PRO TEM CACCIOTTI VOTING NO), to direct staff to return to City Council with an ordinance to modify commission eligibility requirements to allow up to one (1) non-electoral resident to serve on each City commission.

REPORTS

16. Receive and File a Progress Report on the Renewable Energy Council, Arroyo Seco Golf Course Lease Subcommittee, and the San Pascual Stables Lease Subcommittee

Community Services Director Pautsch presented the staff report and responded to City Council inquiries.

In response to City Council inquiry, Community Services Director Pautsch and City Manager Gonzalez explained that staff does not have sufficient expertise on equestrian center operations and that a consultant is needed to evaluate the existing lease, property valuation, allowable uses, and to assist with the request for proposal process.

Mayor Mahmud opened the Public Comment period.

Ron Rosen, speaking as a member of the San Pasqual Stables Lease Subcommittee, stated that the Subcommittee desires to evaluate whether there is public interest for other uses at the subject site.

There being no others desiring to speak on this item, the Public Comment period was closed.

City Manager Gonzalez explained that the City Council originally agreed that the subject site should remain as an equestrian center but questioned whether there is opportunity for additional recreational uses.

The City Council recommended that the Subcommittee solicit public comment on possible equestrian center improvements and recreational uses at the subject site; requested that a timeline for the issuance of the request for proposals and contract negotiations be provided to the City Council.

MOTION BY MAYOR PRO TEM CACCIOTTI, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to receive and file the progress report on the Renewable Energy Council, Arroyo Seco Golf Course Lease Subcommittee, and the San Pascual Stables Lease Subcommittee.

ADJOURNMENT

Mayor Mahmud adjourned the Joint City Council/Redevelopment Successor Agency meeting at 10:53 p.m.

Evelyn G. Zneimer
City Clerk

Diana Mahmud
Mayor

Minutes approved by the South Pasadena City Council on June 15, 2016.

**City of South Pasadena/
Redevelopment Successor Agency/
Public Financing Authority
Agenda Report**

*Diana Mahmud, Mayor/Agency Chair
Michael A. Cacciotti, Mayor Pro Tem/Agency Vice Chair
Robert S. Joe, Council/Agency Member
Marina Khubesian, M.D., Council/Agency Member
Richard D. Schneider, M.D., Council/Agency Member*

*Evelyn G. Zneimer, City Clerk/Agency Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016
 TO: Honorable Mayor and City Council
 VIA: Sergio Gonzalez, City Manager *SG*
 FROM: David Batt, Finance Director *DB*
 SUBJECT: **Approval of Prepaid Warrants in the Amount of \$192,886.33,
 General City Warrants in the Amount of \$395,615.20 and Payroll
 in the Amount of \$467,076.70**

Recommendation

It is recommended that the City Council approve the Warrants as presented.

Fiscal Impact

Prepaid Warrants:		
Warrant # 193842 – 193878	\$	192,886.33
General City Warrants:		
Warrant # 193879 – 193948	\$	395,615.20
Payroll 06-03-16	\$	461,875.36
RSA:		
Prepaid Warrants	\$	
General City Warrants	\$	
Payroll 06-03-16	<u>\$</u>	<u>5,201.34</u>
Total	\$	1,055,578.23

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website.

Approval of Warrants
June 15, 2016
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 06-03-16
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

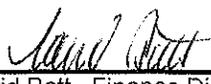
**City of South Pasadena
Demand/Warrant Register
Recap by fund**

	Fund No.	Date 06.15.16		
		Amounts		
		Prepaid	Written	Payroll
General Fund	101	28,302.70	125,593.71	278,211.00
Insurance Fund	103			
Facilities & Equip.Cap. Fund	105			
Local Transit Return "A"	205	262.70	2,948.90	5,168.24
Local Transit Return "C"	207			8,989.77
Sewer Fund	210	55.42		11,463.45
CTCTraffic Improvement	211			
Street Lighting Fund	215	1,585.08	47,562.00	8,998.99
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220			
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226			
Housing Authority Fund	228			
State Gas Tax	230	1,091.20	2,296.82	11,322.08
County Park Bond Fund	232	64.01	141.88	
Measure R	233		7,875.61	
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
BTA Grants	248			
Golden Streets Grant	249			
Capital Growth Fund	255			
CDBG	260			
Asset Forfeiture	270			
Police Grants - State	272			
Police Subventions-CLEEP	273			
Homeland Security Grant	274			
Park Impact Fees	275		4,183.20	
HSIP Grant	277			
Public Library Fund Grant	280			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310		168,879.00	697.84
Water Fund	500	38,756.33	36,134.08	51,688.72
Public Financing Authority	550	2,500.00		
Payroll Clearing Fund	700	120,268.89		85,335.27
Redev.Oblig.Retirement Fund	927			
Column Totals		192,886.33	395,615.20	461,875.36
City Report Totals			1,050,376.89	

Recap by fund	Fund No.	Amounts		
		Prepaid	Written	Payroll
RSA	227	-	-	5,201.34
Column Totals		-	-	5,201.34
RSA Report Totals			5,201.34	

	Amounts		
	Prepaid	Written	Payroll
Grand Report Total	192,886.33	395,615.20	467,076.70
		1,055,578.23	

Diana Mahmud, Mayor



David Batt, Finance Director

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Check Detail

User: mfestejo
 Printed: 06/09/2016 - 10:36AM



Check Number	Check Date		Amount
AHWY2501 - Aleshire & Wynder LLP Line Item Account			
193842	05/26/2016		
Inv	April 2016		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/18/2016	Holy Family Church Specific Plan Svcs 4/16	101-2010-2501-8160-000	1,250.00
Inv April 2016 Total			1,250.00
193842 Total:			1,250.00
AHWY2501 - Aleshire & Wynder LLP Total:			1,250.00
AT&T5006 - AT & T U-Verse Line Item Account			
193871	06/02/2016		
Inv	130464796		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2016	U-Verse 4/18-5/17/16	500-6010-6710-8150-000	70.00
Inv 130464796 Total			70.00
193871 Total:			70.00
AT&T5006 - AT & T U-Verse Total:			70.00
AT&T5011 - AT&T Line Item Account			
193872	06/02/2016		
Inv	626 405-0051		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2016	5/11-6/10/16	101-3010-3032-8150-000	407.81
Inv 626 405-0051 Total			407.81
Inv	626 441-6497		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/13/2016	5/13-6/12/16	101-3010-3032-8150-000	169.69
Inv 626 441-6497 Total			169.69
Inv	626 577-6657		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
05/13/2016	5/13-6/12/16	101-3010-3032-8150-000	52.53
Inv 626 577-6657 Total			52.53
193872 Total:			630.03
AT&T5011 - AT&T Total:			630.03
CIN4011 - AT&T --Cingular Wireless Line Item Account			
193843	05/26/2016		
Inv 287014917916x05			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/08/2016	City Mobile Devices 4/9-5/8/16	500-6010-6710-8150-000	22.24
05/08/2016	City Mobile Devices 4/9-5/8/16	101-3010-3032-8150-000	539.50
Inv 287014917916x05 Total			561.74
193843 Total:			561.74
193873	06/02/2016		
Inv 879338213x0523			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/15/2016	FD Cell Phones 4/16-5/15/16	101-3010-3032-8150-000	90.38
Inv 879338213x0523 Total			90.38
193873 Total:			90.38
CIN4011 - AT&T --Cingular Wireless Total:			652.12
CAL6695 - CA American Water Co. Line Item Account			
193844	05/26/2016		
Inv 101521002151102			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/26/2016	Water Svc Wilson Well#2 311 Bradbury Dr. 3/23-4/21/16	500-6010-6711-8231-000	8.27
Inv 101521002151102 Total			8.27
193844 Total:			8.27
CAL6695 - CA American Water Co. Total:			8.27
CAL0627 - CA Franchise Tax Board Line Item Account			
193862	06/02/2016		
Inv P/R/E 5/29/16			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Garnishment	700-0000-0000-2264-000	100.00

Check Number	Check Date		Amount
		Inv P/R/E 5/29/16 Total	100.00
		193862 Total:	100.00
		CAL0627 - CA Franchise Tax Board Total:	100.00
		STA5680 - CAL PERS 457 PLAN Line Item Account	
193863	06/02/2016		
		Inv P/R/E 5/29/16	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Deferred Comp	700-0000-0000-2260-000	4,243.36
		Inv P/R/E 5/29/16 Total	4,243.36
		Inv P/R/E 5/29/16*	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Loan Pmt	700-0000-0000-2260-000	43.25
		Inv P/R/E 5/29/16* Total	43.25
		193863 Total:	4,286.61
		STA5680 - CAL PERS 457 PLAN Total:	4,286.61
		SOU5402 - City of South Pasadena PD Petty Cash Line Item Account	
193845	05/26/2016		
		Inv 5/26/16	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2016	Reimb. Petty Cash	101-4010-4011-8010-000	6.45
05/26/2016	Reimb. Petty Cash	101-4010-4011-8105-000	187.48
		Inv 5/26/16 Total	193.93
		193845 Total:	193.93
		SOU5402 - City of South Pasadena PD Petty Cash Total:	193.93
		DIG0800 - Digital Telecommunications Corp Line Item Account	
193846	05/26/2016		
		Inv 23400	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2016	Telephone Line Svcs 2/16	101-3010-3041-8150-000	787.30
		Inv 23400 Total	787.30
		193846 Total:	787.30

Check Number	Check Date		Amount
DIG0800 - Digital Telecommunications Corp Total:			787.30
CAL0616 - E. D. D. Line Item Account			
193864	06/02/2016		
Inv	P/R/E 5/29/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	State w/h Tax	700-0000-0000-2220-000	21,854.35
Inv P/R/E 5/29/16 Total			21,854.35
193864 Total:			21,854.35
CAL0616 - E. D. D. Total:			21,854.35
ELL1017 - Ellen's Silkscreening Line Item Account			
193847	05/26/2016		
Inv	S59031		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/25/2016	Summer 2016 Camp Med T-Shirts Balance	101-8030-8032-8268-000	878.10
Inv S59031 Total			878.10
193847 Total:			878.10
ELL1017 - Ellen's Silkscreening Total:			878.10
COBR7131 - Flex Advantage Line Item Account			
193848	05/26/2016		
Inv	92376		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/10/2016	Adminstration Cost	101-3010-3041-7131-000	96.00
Inv 92376 Total			96.00
Inv	P/R/E 5/22/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2016	Retiree Health Reimbursement 5/16	101-3010-3041-7131-000	799.97
Inv P/R/E 5/22/16 Total			799.97
193848 Total:			895.97
COBR7131 - Flex Advantage Total:			895.97
AGR4011 - Giron, Aaron Line Item Account			
193865	06/02/2016		

Check Number	Check Date		Amount
Inv	P/R/E 5/29/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Movie Detail 5/24/16	101-0000-0000-2910-200	665.00
Inv P/R/E 5/29/16 Total			665.00
Inv	P/R/E 5/29/16*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Movie Detail 5/25/16	101-0000-0000-2910-200	980.00
Inv P/R/E 5/29/16* Total			980.00
193865 Total:			1,645.00
AGRN4011 - Giron, Aaron Total:			1,645.00
HIW6710 - Hi-Way Safety Inc Line Item Account			
193874	06/02/2016		
Inv	35255		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2015	Traffic & Custom Signs	230-6010-6116-8020-000	536.69
Inv 35255 Total			536.69
Inv	39775		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2015	Custom Signs	230-6010-6116-8020-000	499.09
Inv 39775 Total			499.09
193874 Total:			1,035.78
HIW6710 - Hi-Way Safety Inc Total:			1,035.78
ICM1610 - ICMA Line Item Account			
193866	06/02/2016		
Inv	P/R/E 5/29/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Deferred Comp	700-0000-0000-2260-000	5,388.55
Inv P/R/E 5/29/16 Total			5,388.55
193866 Total:			5,388.55
ICM1610 - ICMA Total:			5,388.55
RBJE1022 - Joe, Robert S. Line Item Account			

Check Number	Check Date		Amount
193849	05/26/2016		
Inv	5/16/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/16/2016	Reimb. SCAG Conf. 5/5-6/16 LaQuinta Resort Mileage	101-1010-1011-8090-000	136.73
Inv 5/16/16 Total			136.73
193849 Total:			136.73
RBJE1022 - Joe, Robert S. Total:			136.73
MKHB1022 - Khubesrian, M.D., Marina Line Item Account			
193850	05/26/2016		
Inv	5/24/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2016	Reimb. 2/3/16 C3 Lunch Mtg 2/19/16 Parking TTornek Mtg	101-1010-1011-8090-000	49.61
Inv 5/24/16 Total			49.61
193850 Total:			49.61
KB1022 - Khubesrian, M.D., Marina Total:			49.61
LUN1111 - Lunnon, Joseph Line Item Account			
193867	06/02/2016		
Inv	P/R/E 5/29/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Movie Detail 5/22/16	101-0000-0000-2910-200	840.00
Inv P/R/E 5/29/16 Total			840.00
Inv P/R/E 5/29/16*			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Movie Detail 5/24/16	101-0000-0000-2910-200	700.00
Inv P/R/E 5/29/16* Total			700.00
193867 Total:			1,540.00
LUN1111 - Lunnon, Joseph Total:			1,540.00
MBSS1021 - Marathon Business Solutions Line Item Account			
193851	05/26/2016		
Inv	3058		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/02/2016	High Density Mobile Shelving System & Svcs	101-1020-1021-8170-000	7,198.36
Inv 3058 Total			7,198.36

Check Number	Check Date		Amount
193851 Total:			7,198.36
MBSS1021 - Marathon Business Solutions Total:			7,198.36
ATMJ1020 - Mejia, Anthony Line Item Account			
193852	05/26/2016		
Inv	5/16/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/16/2016	Reimb. Athenian Dialogue Conf. San Luis Obispo Mileage	101-1020-1021-8070-000	208.28
Inv 5/16/16 Total			208.28
193852 Total:			208.28
ATMJ1020 - Mejia, Anthony Total:			208.28
MMJA4011 - Mejia, Michael Line Item Account			
193868	06/02/2016		
Inv	P/R/E 5/29/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Movie Detail 5/27/16	101-0000-0000-2910-200	980.00
Inv P/R/E 5/29/16 Total			980.00
193868 Total:			980.00
MMJA4011 - Mejia, Michael Total:			980.00
PWP4465 - Pasadena Water & Power Line Item Account			
193853	05/26/2016		
Inv	80176-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/20/2016	Water Svc 60 E. State Street 3/11-4/11/16	500-6010-6711-8231-000	2,516.83
Inv 80176-1 Total			2,516.83
193853 Total:			2,516.83
PWP4465 - Pasadena Water & Power Total:			2,516.83
PER4770 - Pers Retirement Line Item Account			
193869	06/02/2016		
Inv	P/R/E 5/29/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Retirement Svc Period 5/16-5/29/16	700-0000-0000-2240-000	85,849.48

Check Number	Check Date		Amount
		Inv P/R/E 5/29/16 Total	85,849.48
		193869 Total:	85,849.48
		PER4770 - Pers Retirement Total:	85,849.48
		SOU5343 - PETTY CASH - Recreation Line Item Account	
193875	06/02/2016		
		Inv 5/31/16	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		05/31/2016	Reimb. Petty Cash
			<u>Line Item Account</u>
			101-8030-8032-8268-000
			626.77
		Inv 5/31/16 Total	626.77
		193875 Total:	626.77
		SOU5343 - PETTY CASH - Recreation Total:	626.77
		PPBA7608 - Platinum Plus Busn. Card Line Item Account	
193854	05/26/2016		
		Inv 5952	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		04/05/2016	CM Office Supplies-Target
			<u>Line Item Account</u>
			101-2010-2011-8020-000
			278.77
		Inv 5952 Total	278.77
		Inv 5952A	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		04/06/2016	CM Office Supplies-Target CREDIT
			<u>Line Item Account</u>
			101-2010-2011-8020-000
			-77.86
		Inv 5952A Total	-77.86
		Inv 5952C	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		04/06/2016	CM Office Supplies-Macys
			<u>Line Item Account</u>
			101-2010-2011-8020-000
			84.05
		Inv 5952C Total	84.05
		Inv 5952D	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		04/05/2016	Mgmt Team Emergency Prep Training Breakfast-Pavilions
			<u>Line Item Account</u>
			101-2010-2011-8090-000
			35.87
		Inv 5952D Total	35.87
		Inv 5952E	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		04/05/2016	Mgmt Team Emergency Prep Training Breakfast-Hi-Life
			<u>Line Item Account</u>
			101-2010-2011-8090-000
			78.22

Check Number	Check Date		Amount
Inv 5952E		Total	78.22
Inv 5952F			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2016	CM & Councilmember MK Lunch-LGO Cafe	101-1010-1011-8090-000	78.13
Inv 5952F		Total	78.13
Inv 5952G			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/14/2016	Countywide CM Mtg 5/18/16 CM & ATCM-Paypal League	101-2010-2011-8090-000	80.00
Inv 5952G		Total	80.00
Inv 5952H			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/21/2016	AV Assistant's Lunch with League-Gus's BBQ	101-2010-2011-8090-000	100.76
Inv 5952H		Total	100.76
Inv 5952I			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/11/2016	CM Registration SCAG Conf-Paypal CREDIT	101-2010-2011-8090-000	-250.00
Inv 5952I		Total	-250.00
Inv 5952K			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/05/2016	CM Office Supplies-Best Buy	101-2010-2011-8020-000	196.19
Inv 5952K		Total	196.19
193854	Total:		604.13
PPBA7608	Platinum Plus Busn. Card	Total:	604.13
MBN2937	Platinum Plus for Business	Line Item Account	
193855	05/26/2016		
Inv 9966			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2016	SCAG Conf. 5/5-6/16 Hotel-Joe&Khubesrian-LaQuintaResort & Clu	101-1010-1011-8090-000	317.58
Inv 9966		Total	317.58
Inv 9966A			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/22/2016	Library Books-Amazon	101-8010-8011-8080-000	45.94
Inv 9966A		Total	45.94

Check Number	Check Date		Amount
Inv 9966B			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/24/2016	Library Books-Amazon	101-8010-8011-8080-000	30.45
Inv 9966B Total			30.45
Inv 9966C			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/14/2016	Transit ACT Expo 16 Registration-Gladstein,NeandrossSantaMonic.	205-8030-8025-8200-000	50.00
Inv 9966C Total			50.00
Inv 9966D			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/02/2016	PW Yard Mugs-Discounmugs.com	210-6010-6501-8020-000	55.42
05/02/2016	PW Yard Mugs-Discounmugs.com	101-6010-6410-8020-000	55.42
05/02/2016	PW Yard Mugs-Discounmugs.com	230-6010-6116-8020-000	55.42
05/02/2016	PW Yard Mugs-Discounmugs.com	101-6010-6601-8020-000	55.42
05/02/2016	PW Yard Mugs-Discounmugs.com	500-6010-6711-8020-000	55.42
05/02/2016	PW Yard Mugs-Discounmugs.com	500-6010-6710-8020-000	55.42
Inv 9966D Total			332.52
Inv 9966E			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2016	Library Books - Amazon	101-8010-8011-8000-000	72.73
Inv 9966E Total			72.73
Inv 9966F			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2016	Library Books - Amazon	101-8010-8011-8080-000	29.97
04/27/2016	PD Swearing In Refreshments-Pavilions	101-4010-4011-8090-000	117.40
Inv 9966F Total			147.37
Inv 9966G			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/08/2016	Library DVD & CD Cases-Blank Media	101-8010-8011-8020-000	118.00
04/13/2016	City Clerk Embossers-Made to Order Stamps	101-1020-1021-8020-000	312.96
Inv 9966G Total			430.96
Inv 9966H			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/27/2016	Council Meal 4/27/16 Special Mtg-Float Pasadena	101-1010-1011-8090-000	104.18
Inv 9966H Total			104.18
Inv 9966I			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/27/2016	Council Meal 4/27/16 Special Mtg-Baja Fresh	101-1010-1011-8090-000	21.79

Check Number	Check Date		Amount
Inv 9966I	Total		21.75
Inv 9966J			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/29/2016	CC CCAC Conf.Hyatt Regency Newport Beach Hotel-D.Jimenez	101-1020-1021-8090-000	389.70
Inv 9966J	Total		389.70
Inv 9966K			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/27/2016	FD SCFPO Conf. Registration-Paypal SCFPO	101-5010-5011-8060-000	150.00
Inv 9966K	Total		150.00
Inv 9966L			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/27/2016	ACT Expo 16 Registration-Gladstein,Neandross SantaMonica	101-4010-4011-8090-000	100.00
Inv 9966L	Total		100.00
Inv 9966M			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2016	Bldg/Plan Negative Declaration Fee-LAC Recorder	101-7010-7101-8040-000	76.75
04/06/2016	Bldg/Plan Negative Declaration Fee-LAC Recorder	101-7010-7101-8040-000	76.75
Inv 9966M	Total		153.50
Inv 9966N			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/28/2016	ACT Expo 16 Registration-Gladstein,Neandross Santa Monica	205-8030-8025-8200-000	50.00
Inv 9966N	Total		50.00
Inv 9966O			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/20/2016	Council Meal 4/20/16-Mama's Pizza	101-1010-1011-8090-000	121.13
Inv 9966O	Total		121.13
Inv 9966P			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/26/2016	Sr.Center Monthly Charges-Netflix.com	101-8030-8021-8020-000	28.33
Inv 9966P	Total		28.33
Inv 9966Q			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/23/2016	DropBox Busn for Assorted City Depts-DropBox	101-3010-3032-8180-000	105.00
Inv 9966Q	Total		105.00

Check Number	Check Date		Amount
.855 Total:			2,651.18
MBN2937 - Platinum Plus for Business Total:			2,651.18
PPBC0000 - Platinum Plus-Business Card Line Item Account			
193856	05/26/2016		
Inv	0456		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2016	Mgmt Aid Lunch Interview -Fiore Market Cafe	101-2010-2013-8020-000	38.18
Inv 0456 Total			38.18
193856 Total:			38.18
PPBC0000 - Platinum Plus-Business Card Total:			38.18
POMS5010 - Postmaster Line Item Account			
193876	06/02/2016		
Inv	Permit# 1000		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	FD BRM Permit# 1000 Annual Renewal	101-5010-5011-8010-000	215.00
Inv Permit# 1000 Total			215.00
193876 Total:			215.00
POMS5010 - Postmaster Total:			215.00
SOU6666 - So. CA Edison Co. Line Item Account			
193857	05/26/2016		
Inv	3-033-3452-62		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/21-5/20/16	500-6010-6710-8140-000	437.00
Inv 3-033-3452-62 Total			437.00
193857 Total:			437.00
193877	06/02/2016		
Inv	3-000-5677-90		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	500-6010-6711-8152-000	1,541.36
Inv 3-000-5677-90 Total			1,541.36

Check Number	Check Date		Amount
Inv	3-000-5950-21		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	75.56
Inv 3-000-5950-21 Total			75.56
Inv	3-000-5950-22		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	27.74
Inv 3-000-5950-22 Total			27.74
Inv	3-000-7125-63		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-2015-8140-000	24.76
Inv 3-000-7125-63 Total			24.76
Inv	3-000-7125-66		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	500-6010-6711-8140-000	38.55
Inv 3-000-7125-66 Total			38.55
Inv	3-000-7152-57		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	24.62
Inv 3-000-7152-57 Total			24.62
Inv	3-000-8455-69		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	51.03
Inv 3-000-8455-69 Total			51.03
Inv	3-000-9969-52		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6201-8140-000	13.09
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	13.09
Inv 3-000-9969-52 Total			26.18
Inv	3-001-1810-93		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/1-5/1/16	101-6010-6410-8140-000	37.61
Inv 3-001-1810-93 Total			37.61
Inv	3-001-1810-94		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
05/21/2016	4/19-5/18/16	500-6010-6711-8140-000	37.82
Inv 3-001-1810-94 Total			37.82
Inv 3-001-1810-98			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	500-6010-6711-8152-000	28,047.00
Inv 3-001-1810-98 Total			28,047.00
Inv 3-001-1811-29			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6601-8140-000	4,637.05
Inv 3-001-1811-29 Total			4,637.05
Inv 3-001-1811-44			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6201-8140-000	69.69
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	69.69
Inv 3-001-1811-44 Total			139.38
Inv 3-001-1811-45			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	61.58
05/21/2016	4/19-5/18/16	215-6010-6201-8140-000	61.58
Inv 3-001-1811-45 Total			123.16
Inv 3-001-1811-48			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	54.53
Inv 3-001-1811-48 Total			54.53
Inv 3-001-1811-56			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	60.69
Inv 3-001-1811-56 Total			60.69
Inv 3-001-1811-58			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/1-5/1/16	101-6010-6410-8140-000	33.84
Inv 3-001-1811-58 Total			33.84
Inv 3-001-1811-59			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	41.25

Check Number	Check Date		Amount
Inv 3-001-1811-59	Total		41.25
Inv 3-001-1811-63			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	25.49
Inv 3-001-1811-63	Total		25.49
Inv 3-001-1811-64			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	46.32
Inv 3-001-1811-64	Total		46.32
Inv 3-001-1811-67			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	40.88
Inv 3-001-1811-67	Total		40.88
Inv 3-001-1811-68			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-8010-8011-8140-000	85.26
Inv 3-001-1811-68	Total		85.26
Inv 3-001-1811-69			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/1-5/1/16	215-6010-6201-8140-000	23.52
Inv 3-001-1811-69	Total		23.52
Inv 3-001-1811-75			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	91.87
Inv 3-001-1811-75	Total		91.87
Inv 3-001-1811-76			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	54.66
Inv 3-001-1811-76	Total		54.66
Inv 3-001-1811-77			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	43.66
Inv 3-001-1811-77	Total		43.66

Check Number	Check Date		Amount
Inv	3-001-1811-79		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	38.70
Inv 3-001-1811-79 Total			38.70
Inv	3-001-1811-80		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	36.04
Inv 3-001-1811-80 Total			36.04
Inv	3-001-1811-86		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	24.24
Inv 3-001-1811-86 Total			24.24
Inv	3-001-1811-87		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	500-6010-6711-8140-000	31.71
Inv 3-001-1811-87 Total			31.71
Inv	3-001-1811-89		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/1-5/1/16	215-6010-6201-8140-000	16.92
05/21/2016	4/1-5/1/16	101-6010-6410-8140-000	16.92
Inv 3-001-1811-89 Total			33.84
Inv	3-001-1811-90		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	38.18
Inv 3-001-1811-90 Total			38.18
Inv	3-001-1811-91		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	58.89
Inv 3-001-1811-91 Total			58.89
Inv	3-001-1811-92		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	19.00
Inv 3-001-1811-92 Total			19.00
Inv	3-001-1811-93		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	52.96
Inv 3-001-1811-93 Total			52.96
Inv 3-001-1811-95			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	25.76
Inv 3-001-1811-95 Total			25.76
Inv 3-001-1811-98			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	18.76
Inv 3-001-1811-98 Total			18.76
Inv 3-001-1812-06			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	44.15
Inv 3-001-1812-06 Total			44.15
Inv 3-001-1812-07			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	500-6010-6711-8140-000	28.36
Inv 3-001-1812-07 Total			28.36
Inv 3-001-1812-08			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	65.17
Inv 3-001-1812-08 Total			65.17
Inv 3-001-1812-09			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/1-5/1/16	101-6010-6410-8140-000	303.08
Inv 3-001-1812-09 Total			303.08
Inv 3-001-1812-10			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	232-6010-6417-8140-000	64.01
Inv 3-001-1812-10 Total			64.01
Inv 3-001-1812-11			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	33.51
Inv 3-001-1812-11 Total			33.51

Check Number	Check Date		Amount
Inv	3-001-1812-12		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	29.18
Inv 3-001-1812-12 Total			29.18
Inv	3-001-1812-25		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	25.01
Inv 3-001-1812-25 Total			25.01
Inv	3-001-1812-26		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	851.73
Inv 3-001-1812-26 Total			851.73
Inv	3-001-1812-27		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	51.88
Inv 3-001-1812-27 Total			51.88
Inv	3-001-1812-31		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	51.66
Inv 3-001-1812-31 Total			51.66
Inv	3-001-1812-32		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/1-5/1/16	101-6010-6410-8140-000	13.77
Inv 3-001-1812-32 Total			13.77
Inv	3-001-1812-33		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	500-6010-6711-8140-000	37.25
Inv 3-001-1812-33 Total			37.25
Inv	3-001-1812-34		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	500-6010-6711-8152-000	3,179.73
Inv 3-001-1812-34 Total			3,179.73
Inv	3-001-1812-35		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	215-6010-6115-8140-000	20.67

Check Number	Check Date		Amount
Inv 3-001-1812-35	Total		20.67
Inv 3-001-1812-36			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/19-5/18/16	101-6010-6410-8140-000	76.42
Inv 3-001-1812-36	Total		76.42
Inv 3-001-1812-38			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/1-5/2/16	101-6010-6410-8140-000	26.57
Inv 3-001-1812-38	Total		26.57
Inv 3-001-1812-39			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/1-5/2/16	215-6010-6115-8140-000	53.66
Inv 3-001-1812-39	Total		53.66
Inv 3-001-9413-97			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	500-6010-6711-8152-000	2,067.91
Inv 3-001-9413-97	Total		2,067.91
Inv 3-002-4372-43			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	215-6010-6115-8140-000	67.95
Inv 3-002-4372-43	Total		67.95
Inv 3-002-4473-12			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	500-6010-6711-8140-000	24.24
Inv 3-002-4473-12	Total		24.24
Inv 3-003-7341-83			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	4/1-5/1/16	101-6010-6410-8140-000	11.72
Inv 3-003-7341-83	Total		11.72
Inv 3-004-3214-58			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	500-6010-6711-8140-000	37.12
Inv 3-004-3214-58	Total		37.12

Check Number	Check Date		Amount
Inv	3-004-4562-56		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	215-6010-6115-8140-000	61.06
Inv 3-004-4562-56 Total			61.06
Inv	3-016-0678-82		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	215-6010-6201-8140-000	100.06
Inv 3-016-0678-82 Total			100.06
Inv	3-022-6051-15		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	215-6010-6115-8140-000	83.50
Inv 3-022-6051-15 Total			83.50
Inv	3-022-6897-57		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	215-6010-6115-8140-000	28.68
Inv 3-022-6897-57 Total			28.68
Inv	3-022-6897-89		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	215-6010-6115-8140-000	25.27
Inv 3-022-6897-89 Total			25.27
Inv	3-022-6897-99		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	215-6010-6115-8140-000	27.91
Inv 3-022-6897-99 Total			27.91
Inv	3-022-6898-05		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	215-6010-6115-8140-000	24.76
Inv 3-022-6898-05 Total			24.76
Inv	3-022-6898-17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/21/2016	3/29-4/27/16	215-6010-6115-8140-000	25.92
Inv 3-022-6898-17 Total			25.92
193877 Total:			43,353.78

Check Number	Check Date	Amount
--------------	------------	--------

SOU6666 - So. CA Edison Co. Total: 43,790.78

SOGA6501 - So. Cal. Gas Co. Line Item Account

193858 05/26/2016

Inv 196-493-8529 1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/05/2016	Natural Gas Vehicle Fuel 4/1-5/1/16	205-8030-8025-8105-000	162.70
05/05/2016	Natural Gas Vehicle Fuel 4/1-5/1/16	500-6010-6710-8020-000	306.52
05/05/2016	Natural Gas Vehicle Fuel 4/1-5/1/16	500-6010-6711-8020-000	28.21

Inv 196-493-8529 1 Total 497.43

193858 Total: 497.43

SOGA6501 - So. Cal. Gas Co. Total: 497.43

SOU5030 - The Gas Company Line Item Account

193859 05/26/2016

Inv 072 519 1300 5

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	4/18-5/17/16	101-6010-6410-8140-000	26.31

Inv 072 519 1300 5 Total 26.31

Inv 080 919 2900 3

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	4/18-5/17/16	101-6010-6601-8140-000	274.37

Inv 080 919 2900 3 Total 274.37

Inv 080 919 3600 8

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	4/18-5/17/16	101-8030-8031-8140-000	8.31

Inv 080 919 3600 8 Total 8.31

Inv 083 019 3600 4

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	4/18-5/17/16	500-6010-6710-8140-000	36.23

Inv 083 019 3600 4 Total 36.23

Inv 135 519 3700 9

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	4/18-5/17/16	101-8010-8011-8140-000	6.47

Inv 135 519 3700 9 Total 6.47

Check Number	Check Date		Amount
Inv	137 619 3700 5		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	4/18-5/17/16	101-8030-8021-8140-000	54.93
Inv 137 619 3700 5 Total			54.93
Inv	148 220 0900 8		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	4/18-5/17/16	101-6010-6410-8140-000	83.86
Inv 148 220 0900 8 Total			83.86
193859 Total:			490.48
SOU5030 - The Gas Company Total:			490.48
TIM4011 - Time Warner Cable Line Item Account			
193878	06/02/2016		
Inv	008 0070193		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2016	Skate Park Cable 6/1-30/16	101-4010-4011-8110-000	73.96
Inv 008 0070193 Total			73.96
193878 Total:			73.96
TIM4011 - Time Warner Cable Total:			73.96
VERW6711 - Verizon Wireless Line Item Account			
193860	05/26/2016		
Inv	9764055175		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/19/2016	Scada System, Ipads & Tablets 3/20-4/19/16	500-6010-6711-8150-000	35.17
04/19/2016	Scada System, Ipads & Tablets 3/20-4/19/16	500-6010-6710-8150-000	113.97
Inv 9764055175 Total			149.14
Inv	9764458765		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/26/2016	City Ipads 3/27-4/26/16	101-3010-3032-8150-000	304.08
Inv 9764458765 Total			304.08
193860 Total:			453.22
VERW6711 - Verizon Wireless Total:			453.22

Check Number	Check Date		Amount
ING1680 - Voya Financial Line Item Account			
193870	06/02/2016		
Inv	P/R/E 5/29/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Deferred Comp	700-0000-0000-2260-000	2,789.90
Inv P/R/E 5/29/16 Total			2,789.90
193870 Total:			2,789.90
ING1680 - Voya Financial Total:			2,789.90
WFGO6712 - Wells Fargo Bank Line Item Account			
193861	05/26/2016		
Inv	23481500		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/04/2016	PFA 09 Water Revenue Bonds 5/21/16-5/20/17	550-6010-6712-8232-000	2,500.00
Inv 23481500 Total			2,500.00
193861 Total:			2,500.00
WFGO6712 - Wells Fargo Bank Total:			2,500.00
Total:			192,886.33

ATTACHMENT 3
General City Warrant List

Accounts Payable

Check Detail

User: mfestejo
Printed: 06/09/2016 - 10:35AM



Check Number	Check Date		Amount
AKDC9265 - AKD Consulting Line Item Account			
193879	06/15/2016		
Inv	CSP2016-06		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2016	Water Fac.&Capital Improv Proj.Mgmt Svc 5/16	500-6010-6711-8170-000	10,240.00
Inv CSP2016-06 Total			10,240.00
193879 Total:			10,240.00
AKDC9265 - AKD Consulting Total:			
			10,240.00
AMAD4610 - Anderson, Amber Line Item Account			
193880	06/15/2016		
Inv	211131983		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	Refund Citation	101-0000-0000-4610-000	48.00
Inv 211131983 Total			48.00
193880 Total:			48.00
AMAD4610 - Anderson, Amber Total:			
			48.00
APC7101 - Architectural Resource Group Inc. Line Item Account			
193881	06/15/2016		
Inv	39713		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2016	Meridian Iron Works Museum Rehabilitation Svcs 4/16	101-9000-9326-9326-000	4,814.80
Inv 39713 Total			4,814.80
193881 Total:			4,814.80
APC7101 - Architectural Resource Group Inc. Total:			
			4,814.80
BBSW9399 - Banner Bank Line Item Account			
193882	06/15/2016		

Check Number	Check Date		Amount
Inv #1			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2016	Southwest Pipeline & Trenchless Corp.-Escrow Acct.# 1171	310-9000-9399-9399-000	7,172.70
Inv #1 Total			7,172.70
193882 Total:			7,172.70
BBSW9399 - Banner Bank Total:			7,172.70
BAR0382 - Bartl, Robert Line Item Account			
193883	06/15/2016		
Inv 5/25-26/16			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/27/2016	Reimb. PD Training Expense	101-4010-4011-8210-000	32.74
Inv 5/25-26/16 Total			32.74
193883 Total:			32.74
BAR0382 - Bartl, Robert Total:			32.74
RBEN7000 - Bernal, Ryan Line Item Account			
193884	06/15/2016		
Inv 5/23-24/16			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2016	Reimb. PD Training Expenses	101-4010-4011-8200-000	140.74
Inv 5/23-24/16 Total			140.74
193884 Total:			140.74
RBEN7000 - Bernal, Ryan Total:			140.74
BRRD6601 - Brard, Francois Line Item Account			
193885	06/15/2016		
Inv 5/26/16			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2016	Reimb. Training Books Construction Mgmt Certificate Program	101-6010-6601-8200-000	124.56
Inv 5/26/16 Total			124.56
193885 Total:			124.56
BRRD6601 - Brard, Francois Total:			124.56

Check Number	Check Date		Amount
BRCK5260 - Broderick, Linda Line Item Account			
193886	06/15/2016		
Inv	222130836		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2016	Refund Citation	101-0000-0000-4610-000	108.00
Inv 222130836 Total			108.00
193886 Total:			108.00
BRCK5260 - Broderick, Linda Total:			108.00
CAL8012 - Califa Group Line Item Account			
193887	06/15/2016		
Inv	8490		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/04/2016	Electronic Reference 4/1/16-3/31/17	101-8010-8011-8031-000	1,194.90
Inv 8490 Total			1,194.90
193887 Total:			1,194.90
CAL8012 - Califa Group Total:			1,194.90
CBE5011 - CBE Los Angeles Line Item Account			
193888	06/15/2016		
Inv	1764944		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/05/2016	PW Copier Overages 12/5/15-3/4/16	101-6010-6011-8110-000	60.87
Inv 1764944 Total			60.87
Inv	1765242		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/09/2016	Toner Shipping	101-7010-7101-8110-000	13.97
03/09/2016	Toner Shipping	500-3010-3012-8110-000	6.98
03/09/2016	Toner Shipping	101-3010-3011-8110-000	6.98
Inv 1765242 Total			27.93
Inv	1784730		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/20/2016	PW Copier Overages 4/20-5/19/16	101-6010-6011-8110-000	56.11
Inv 1784730 Total			56.11
Inv	1787757		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2016	PW Copier Overages 3/5-6/4/16	101-6010-6011-8110-000	25.24

Check Number	Check Date		Amount
Inv 1787757	Total		25.24
193888	Total:		170.15
CBE5011	- CBE Los Angeles Total:		170.15
CVSC9203	- CivilSource Inc. Line Item Account		
193889	06/15/2016		
Inv	1094-0552-4		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2016	Engineering Design Svcs 3/1-4/30/16	101-9000-9203-9203-000	4,600.00
Inv 1094-0552-4	Total		4,600.00
193889	Total:		4,600.00
CVSC9203	- CivilSource Inc. Total:		4,600.00
COO0695	- Cook Fire Extinguisher Co Line Item Account		
193890	06/15/2016		
Inv	918077		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/13/2016	PD Svc of Fire Extinguishers	101-4010-4011-8120-000	321.65
Inv 918077	Total		321.65
193890	Total:		321.65
COO0695	- Cook Fire Extinguisher Co Total:		321.65
JCY1111	- Corney, Jose Line Item Account		
193891	06/15/2016		
Inv	5/23-24/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2016	Reimb. PD Training Expenses	101-4010-4011-8200-000	140.74
Inv 5/23-24/16	Total		140.74
Inv	6/28-30/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2016	Reimb. PD Training Expenses	101-4010-4011-8210-000	533.58
Inv 6/28-30/16	Total		533.58
193891	Total:		674.32

Check Number	Check Date		Amount
JCY1111 - Corney, Jose Total:			674.32
DAN0769 - D'Angelo Company Line Item Account			
193892	06/15/2016		
Inv	S1273739.001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/02/2016	Mueller Gate Valves Supplies	500-0000-0000-1400-000	4,547.44
Inv S1273739.001 Total			4,547.44
193892 Total:			4,547.44
DAN0769 - D'Angelo Company Total:			4,547.44
ASHD8267 - Delery, Ashley Line Item Account			
193893	06/15/2016		
Inv	May 2016		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2016	Instructor Pep Up Your Life Classes	101-8030-8021-8267-000	299.20
Inv May 2016 Total			299.20
193893 Total:			299.20
ASHD8267 - Delery, Ashley Total:			299.20
DOJ4011 - Dept of Justice Line Item Account			
193894	06/15/2016		
Inv	164689		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/04/2016	PD Applicant Fingerprinting Svcs 4/16	101-4010-4011-8020-000	642.00
Inv 164689 Total			642.00
193894 Total:			642.00
DOJ4011 - Dept of Justice Total:			642.00
EKDQ5260 - DeQuattro, Eiko Line Item Account			
193895	06/15/2016		
Inv	R06033		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/20/2016	Refund Lost & Paid Library Material	101-0000-0000-5260-003	15.00
Inv R06033 Total			15.00

Check Number	Check Date		Amount
395 Total:			15.00
EKDQ5260 - DeQuattro, Eiko Total:			15.00
DDL8010 - Dr. Detail Ph.D Line Item Account			
193896	06/15/2016		
Inv	00045		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/09/2016	Camp Med Summer Carpet Cleaning Svcs Mid Level & Lower Level	101-8030-8032-8268-000	575.00
Inv 00045 Total			575.00
193896 Total:			575.00
DDL8010 - Dr. Detail Ph.D Total:			575.00
DUNN9257 - Dunn Edwards Paints Line Item Account			
193897	06/15/2016		
Inv	2170006477		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/27/2016	Paint for Electrical Cabinet	101-6010-6601-8120-000	39.17
Inv 2170006477 Total			39.17
Inv	2170007315		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/18/2016	City Hall Electrical Cabinet Refurnishment	101-6010-6601-8120-000	78.61
Inv 2170007315 Total			78.61
193897 Total:			117.78
DUNN9257 - Dunn Edwards Paints Total:			117.78
FDBC8025 - Fast Deer Bus Charter Inc. Line Item Account			
193898	06/15/2016		
Inv	131328		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2016	Sum Camp Med Field Trip Bus-Laser Quest 6/22/16	205-8030-8025-8180-000	1,989.45
Inv 131328 Total			1,989.45
193898 Total:			1,989.45
FDBC8025 - Fast Deer Bus Charter Inc. Total:			1,989.45

Check Number	Check Date		Amount
FED1109 - Federal Express Line Item Account			
193899	06/15/2016		
Inv	5-423-35805		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/20/2016	HR Overnight Shipping	101-2010-2013-8010-000	39.63
Inv 5-423-35805 Total			39.63
193899 Total:			39.63
FED1109 - Federal Express Total:			39.63
FOO7777 - Foothill Lock & Key Line Item Account			
193900	06/15/2016		
Inv	37444		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/28/2016	Install New Lock in PD Armory	101-4010-4011-8120-000	511.50
Inv 37444 Total			511.50
193900 Total:			511.50
FOO7777 - Foothill Lock & Key Total:			511.50
MCGZ8267 - Galvez, Marc Line Item Account			
193901	06/15/2016		
Inv	102		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2016	Fitness Nutrition Lectures	101-8030-8021-8020-000	15.00
Inv 102 Total			15.00
Inv	May 2016		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2016	Instructor Fitness Nutrition Classes	101-8030-8021-8267-000	344.00
Inv May 2016 Total			344.00
193901 Total:			359.00
MCGZ8267 - Galvez, Marc Total:			359.00
ATSW3010 - Garda CL West Inc. Line Item Account			
193902	06/15/2016		
Inv	10209158		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2016	Armored Car Svcs for 6/16	101-3010-3011-8020-000	922.60

Check Number	Check Date		Amount
06/01/2016	Armored Car Svcs for 6/16	500-3010-3012-8020-000	922.60
Inv 10209158 Total			1,845.20
Inv 20152051			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/30/2016	Armored Car for Excess Svcs 4/16	101-3010-3011-8020-000	10.00
Inv 20152051 Total			10.00
193902 Total:			1,855.20
ATSW3010 - Garda CL West Inc. Total:			1,855.20
GAR5011 - Garvey Equipment Co Line Item Account			
193903	06/15/2016		
Inv 92471			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/04/2016	Repairs for the Cut Off Saw	230-6010-6116-8110-000	486.64
Inv 92471 Total			486.64
903 Total:			486.64
GAR5011 - Garvey Equipment Co Total:			486.64
GLOB2029 - Global Industrial Supply Inc Line Item Account			
193904	06/15/2016		
Inv 109470992			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2016	10 Outdoor Metal Waste Receptacles	101-6010-6410-8180-000	3,877.13
Inv 109470992 Total			3,877.13
193904 Total:			3,877.13
GLOB2029 - Global Industrial Supply Inc Total:			3,877.13
GRA1244 - Graffiti Control Systems Line Item Account			
193905	06/15/2016		
Inv SPAS0516			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Graffiti Removal Svcs 5/16	101-6010-6410-8262-000	931.00
Inv SPAS0516 Total			931.00
193905 Total:			931.00

Check Number	Check Date	Amount
--------------	------------	--------

GRA1244 - Graffiti Control Systems Total: 931.00

GRA6601 - Grainger Line Item Account

193906 06/15/2016

Inv 9113732714

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2016	City Hall Cooling Tower Belts	101-6010-6601-8120-000	193.97

Inv 9113732714 Total 193.97

Inv 9120025425

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2016	Batteries for Controlers to CNG Station	232-6010-6417-8180-000	37.24

Inv 9120025425 Total 37.24

Inv 9122983050

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2016	Gloves	232-6010-6417-8180-000	104.64

Inv 9122983050 Total 104.64

193906 Total: 335.85

GRA6601 - Grainger Total: 335.85

GRE6116 - Great Match Consulting Line Item Account

193907 06/15/2016

Inv 1690003309

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2016	Sidewalk Repairs Project -Temp. Employees w/e 5/15/16	101-9000-9287-9287-000	1,646.40

Inv 1690003309 Total 1,646.40

Inv 1690003310

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2016	Temp Workers w/e 5/15/16	230-6010-6116-8180-000	823.20

Inv 1690003310 Total 823.20

Inv 1690003316

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2016	Sidewalk Repairs Project -Temp. Employees w/e 5/22/16	101-9000-9287-9287-000	1,646.40

Inv 1690003316 Total 1,646.40

Inv 1690003317

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
-----------------------	------------------------------	--------------------------

Check Number	Check Date		Amount
05/24/2016	Temp Worker w/e 5/22/16	101-9000-9287-9287-000	823.20
05/24/2016	Temp Worker w/e 5/22/16	101-9000-9287-9287-000	823.20
Inv 1690003317 Total			1,646.40
193907 Total:			5,762.40
GREA6116 - Great Match Consulting Total:			5,762.40
HATC8025 - Halls Auto Tech Center Line Item Account			
193908	06/15/2016		
Inv 9464			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/18/2016	Transit Van# 74 Fix Sensor	205-8030-8025-8100-000	268.24
Inv 9464 Total			268.24
Inv 9478			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/20/2016	Transit Van# 79 45 Day Inspection, Fixed Dome Light & RotateTire	205-8030-8025-8100-000	78.28
Inv 9478 Total			78.28
Inv 9484			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2016	Transit Van# 78 45 Day Inspection & Rotate Tires	205-8030-8025-8100-000	84.84
Inv 9484 Total			84.84
Inv 9507			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/25/2016	Transit Van# 74 45 Day Inspection & Fix Starter	205-8030-8025-8100-000	313.23
Inv 9507 Total			313.23
Inv 9511			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2016	Transit Van# 78 45 Day Inspection & Oil Change	205-8030-8025-8100-000	71.98
Inv 9511 Total			71.98
Inv 9527			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Transit Van# 77 45 Day Inspection & Repair Front Brakes	205-8030-8025-8100-000	75.00
Inv 9527 Total			75.00
193908 Total:			891.57

Check Number	Check Date		Amount
HATC8025 - Halls Auto Tech Center Total:			891.57
HDSW0107 - HD Suppy Waterworks, Ltd. Line Item Account			
193909	06/15/2016		
Inv	F506000		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/12/2016	Water Meters	500-0000-0000-1400-000	14,740.08
Inv F506000 Total			14,740.08
193909 Total:			14,740.08
HDSW0107 - HD Suppy Waterworks, Ltd. Total:			14,740.08
HEN6201 - Henry's Towing Line Item Account			
193910	06/15/2016		
Inv	3804		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2016	Van #79 Tow Svcs	205-8030-8025-8100-000	65.00
Inv 3804 Total			65.00
193910 Total:			65.00
HEN6201 - Henry's Towing Total:			65.00
HIW6710 - Hi-Way Safety Inc Line Item Account			
193911	06/15/2016		
Inv	44623		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/02/2016	Pedestrian Crosswalk Signs	230-6010-6116-8020-000	470.32
Inv 44623 Total			470.32
Inv 45016			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/11/2016	Traffic Safety Equipment Supplies	500-6010-6710-8134-000	2,103.99
Inv 45016 Total			2,103.99
Inv 45284			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2016	No Left Turn Signs	230-6010-6116-8020-000	516.66
Inv 45284 Total			516.66
Inv 85157			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
05/19/2016	Barricade Rental for Amgen Tour	101-0000-0000-2992-005	542.00
Inv 85157 Total			542.00
193911 Total:			3,632.97
HIW6710 - Hi-Way Safety Inc Total:			3,632.97
HOL1111 - Holland, Jeffrey Line Item Account			
193912	06/15/2016		
Inv 5/23-27/16			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2016	Reimb. PD Training Expenses	101-4010-4011-8200-000	200.38
Inv 5/23-27/16 Total			200.38
193912 Total:			200.38
HOL1111 - Holland, Jeffrey Total:			200.38
JHA307 - John L. Hunter Associates, Inc. Line Item Account			
193913	06/15/2016		
Inv SOPASNP0316			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	Environmental Compliance NPDES Svcs 3/16	101-6010-2015-8170-000	3,008.50
Inv SOPASNP0316 Total			3,008.50
193913 Total:			3,008.50
JHA307 - John L. Hunter Associates, Inc. Total:			3,008.50
JCRS5011 - Jones Coffee Roasters Line Item Account			
193914	06/15/2016		
Inv 39379			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2016	FD Dept. Supplies	101-5010-5011-8020-000	139.72
Inv 39379 Total			139.72
193914 Total:			139.72
JCRS5011 - Jones Coffee Roasters Total:			139.72
JZMF2910 - JZM Films Line Item Account			
193915	06/15/2016		

Check Number	Check Date		Amount
Inv	Handsome Job		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Refund Film Deposit	101-0000-0000-2910-200	35.00
Inv Handsome Job Total			35.00
193915 Total:			35.00
JZMF2910 - JZM Films Total:			35.00
KBBE9203 - Kabbara Engineering Line Item Account			
193916	06/15/2016		
Inv	1316R		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	Engineering Design Svcs 3/19-5/19/16	101-9000-9203-9203-000	8,531.92
05/19/2016	Engineering Design Svcs 3/19-5/19/16	233-9000-9354-9354-000	7,875.61
Inv 1316R Total			16,407.53
193916 Total:			16,407.53
KBBE9203 - Kabbara Engineering Total:			16,407.53
KAR1897 - Karbelnig, Dr. Alan Line Item Account			
193917	06/15/2016		
Inv	5/31/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2016	PD Psychological Evaluation	101-4010-4011-8170-000	300.00
Inv 5/31/16 Total			300.00
193917 Total:			300.00
KAR1897 - Karbelnig, Dr. Alan Total:			300.00
LCW7456 - Liebert Cassidy Whitmore Line Item Account			
193918	06/15/2016		
Inv	1420947		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2016	Personnel Matters 4/16	101-2010-2013-8160-000	1,940.50
Inv 1420947 Total			1,940.50
193918 Total:			1,940.50
LCW7456 - Liebert Cassidy Whitmore Total:			1,940.50

Check Number	Check Date		Amount
/777 - Litwin, Louis Line Item Account			
193919	06/15/2016		
Inv	5/9/16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/16/2016	PD Admin. Hearings 5/9/16	101-4010-4011-8180-000	135.00
Inv 5/9/16 Total			135.00
193919 Total:			135.00
LIT7777 - Litwin, Louis Total:			135.00
LKUP5011 - Lock-Up Inc. Line Item Account			
193920	06/15/2016		
Inv	10738		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2016	Replace Existing Back Door @ Sr.Center	101-6010-6601-8120-000	989.00
05/26/2016	Replace Existing Back Door @ Sr.Center	101-8030-8021-8120-000	1,200.00
Inv 10738 Total			2,189.00
920 Total:			2,189.00
LKUP5011 - Lock-Up Inc. Total:			2,189.00
MJRI2950 - Magic Jump Rentals Inc. Line Item Account			
193921	06/15/2016		
Inv	150109		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/03/2016	In House Camp Med Activities 6/23/16	101-8030-8032-8268-000	549.00
Inv 150109 Total			549.00
193921 Total:			549.00
MJRI2950 - Magic Jump Rentals Inc. Total:			549.00
MAR1022 - Martin & Chapman Co. Line Item Account			
193922	06/15/2016		
Inv	2016242		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	11/7/17 Gen. Municipal Elections-Consult.Svcs,Forms & Calendar	101-1020-1022-8170-000	621.36
Inv 2016242 Total			621.36
193922 Total:			621.36

Check Number	Check Date		Amount
MAR1022 - Martin & Chapman Co. Total:			621.36
MAT5563 - Matt Chlor Inc Line Item Account			
193923	06/15/2016		
Inv	16876		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/18/2016	Sodium Hypochlorite for Graves Reservoir	500-6010-6711-8020-000	173.67
Inv	16876 Total		173.67
193923 Total:			173.67
MAT5563 - Matt Chlor Inc Total:			173.67
MOR2900 - Morrow & Holman Plumbing Inc Line Item Account			
193924	06/15/2016		
Inv	P-8755		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/26/2016	Urgent Plumbing Repairs Camp Med Area	101-6010-6601-8120-000	494.05
Inv	P-8755 Total		494.05
Inv	P-9072		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Cleared Clogged Drain & Overflow @ Orange Grove	101-6010-6601-8120-000	337.50
Inv	P-9072 Total		337.50
193924 Total:			831.55
MOR2900 - Morrow & Holman Plumbing Inc Total:			831.55
MDPF6410 - Most Dependable Fountains Line Item Account			
193925	06/15/2016		
Inv	41715		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/17/2016	Water Fountain Surface Mount for the Demonstration Garden	275-6010-6410-8170-000	4,183.20
Inv	41715 Total		4,183.20
193925 Total:			4,183.20
MDPF6410 - Most Dependable Fountains Total:			4,183.20
NGSI6010 - Natural Gas Systems Inc. Line Item Account			
193926	06/15/2016		

Check Number	Check Date		Amount
Inv 4247			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2016	Monthly Maint. for May 2016	101-6010-6601-8180-000	375.00
Inv 4247 Total			375.00
193926 Total:			375.00
NGSI6010 - Natural Gas Systems Inc. Total:			375.00
PALM6711 - Palmieri, Lorenzo Line Item Account			
193927	06/15/2016		
Inv 6/3/16			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/03/2016	Reimb. Grade D3 Renewal	500-6010-6711-8200-000	140.00
Inv 6/3/16 Total			140.00
193927 Total:			140.00
PALM6711 - Palmieri, Lorenzo Total:			140.00
SRPT5270 - Patel, Sonal Ramesh Line Item Account			
193928	06/15/2016		
Inv R68470			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2016	Refund Horsemanship Class	101-0000-0000-5270-002	270.00
Inv R68470 Total			270.00
193928 Total:			270.00
SRPT5270 - Patel, Sonal Ramesh Total:			270.00
PCRI7101 - Personal Court Reporters Inc. Line Item Account			
193929	06/15/2016		
Inv 71135			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/27/2016	Transcribing Svcs SP CC Mtg 5/18/16	101-7010-7101-8170-000	630.00
Inv 71135 Total			630.00
193929 Total:			630.00
PCRI7101 - Personal Court Reporters Inc. Total:			630.00

Check Number Check Date Amount

PHOE4610 - Phoenix Group Information Systems Line Item Account

193930 06/15/2016

Inv 042016184

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/16/2016	PD Permit/Citation Processing 4/16	101-0000-0000-4610-000	2,211.62
05/16/2016	PD Permit/Citation Processing 4/16	101-0000-0000-4460-000	601.60

Inv 042016184 Total 2,813.22

193930 Total: 2,813.22

PHOE4610 - Phoenix Group Information Systems Total:

2,813.22

PIT8031 - Pitney Bowes-Reserve Account Line Item Account

193931 06/15/2016

Inv 34133033

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/26/2016	Reimb. Postage Meter	101-1010-1011-8010-000	7.40
05/26/2016	Reimb. Postage Meter	101-1020-1021-8010-000	40.55
05/26/2016	Reimb. Postage Meter	101-8030-8031-8010-000	5.80
05/26/2016	Reimb. Postage Meter	500-3010-3012-8010-000	3.05
05/26/2016	Reimb. Postage Meter	101-5010-5011-8010-000	11.32
05/26/2016	Reimb. Postage Meter	101-7010-7101-8010-000	458.90
05/26/2016	Reimb. Postage Meter	101-2010-2021-8010-000	10.33
05/26/2016	Reimb. Postage Meter	101-6010-6011-8010-000	118.17
05/26/2016	Reimb. Postage Meter	101-2010-2013-8010-000	3.45
05/26/2016	Reimb. Postage Meter	101-4010-4011-8010-000	553.00
05/26/2016	Reimb. Postage Meter	101-3010-3011-8010-000	791.70
05/26/2016	Reimb. Postage Meter	101-2010-2011-8010-000	2.36

Inv 34133033 Total 2,006.03

193931 Total: 2,006.03

PIT8031 - Pitney Bowes-Reserve Account Total:

2,006.03

REPA8170 - R.E. Patterson & Associates Line Item Account

193932 06/15/2016

Inv 1335

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/18/2016	FD Emergency Operations Plan (EOP)-Phase 2 of PSA	101-5010-5012-8020-000	6,150.00

Inv 1335 Total 6,150.00

193932 Total: 6,150.00

REPA8170 - R.E. Patterson & Associates Total:

6,150.00

MYRH5270 - Rahmani, Mary Line Item Account

Check Number	Check Date		Amount
19333	06/15/2016		
Inv	R65991		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/03/2016	Refund Cancelled Park Rsvp	101-0000-0000-5270-005	27.50
Inv R65991 Total			27.50
193933 Total:			27.50
MYRH5270 - Rahmani, Mary Total:			27.50
SAN8032 - San Pascual Stables Line Item Account			
193934	06/15/2016		
Inv	May 2016		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2016	Instructor Horsemanship Classes	101-8030-8032-8267-000	1,404.00
Inv May 2016 Total			1,404.00
193934 Total:			1,404.00
8032 - San Pascual Stables Total:			1,404.00
SER6856 - Service Pro Pest Mgmt Company Line Item Account			
193935	06/15/2016		
Inv	147964		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/24/2016	Citywide Pest Control Svcs 5/16	101-6010-6601-8120-000	389.17
Inv 147964 Total			389.17
193935 Total:			389.17
SER6856 - Service Pro Pest Mgmt Company Total:			389.17
MRSZ5270 - Siguenza, Margarita Line Item Account			
193936	06/15/2016		
Inv	R69435		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/03/2016	Refund Cancelled Sum Camp Med	101-0000-0000-5270-001	125.00
Inv R69435 Total			125.00
936 Total:			125.00
MRSZ5270 - Siguenza, Margarita Total:			125.00

Check Number	Check Date		Amount
KNSG527 - Singer, Kendra Line Item Account			
193937	06/15/2016		
Inv	R71442		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/03/2016	Refund Dropped Soccer Camp	101-0000-0000-5270-002	134.00
Inv R71442 Total			134.00
193937 Total:			134.00
KNSG527 - Singer, Kendra Total:			134.00
SCOT8300 - So Cal Office Technologies Line Item Account			
193938	06/15/2016		
Inv	223452		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	Comm. Svcs Copier Overages 2/22-5/21/16	205-8030-8025-8300-000	2.88
Inv 223452 Total			2.88
193938 Total:			2.88
SCOT8300 - So Cal Office Technologies Total:			2.88
SNML6710 - Sonsray Machinery Line Item Account			
193939	06/15/2016		
Inv	W01997-03		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/15/2016	Yard Unit# 17 Vehicle Maint. Backhoe Repairs	500-6010-6710-8100-000	2,545.89
Inv W01997-03 Total			2,545.89
193939 Total:			2,545.89
SNML6710 - Sonsray Machinery Total:			2,545.89
SWTL9399 - Southwest Pipeline & Trenchless Corp. Line Item Account			
193940	06/15/2016		
Inv	#1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/01/2016	Swr Rehab. & Replacement Project Construction Svcs Phase 2	310-9000-9399-9399-000	136,281.30
Inv #1 Total			136,281.30
193940 Total:			136,281.30

Check Number	Check Date		Amount
L9399 - Southwest Pipeline & Trenchless Corp. Total:			136,281.30
STSM1020 - Studio Spectrum Line Item Account			
193941	06/15/2016		
Inv	18321		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/24/2016	AV Services 2/16	101-1020-1021-8170-000	2,850.00
Inv 18321 Total			2,850.00
Inv	18386		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/23/2016	AV Svcs 5/16	101-1020-1021-8170-000	2,850.00
Inv 18386 Total			2,850.00
193941 Total:			5,700.00
STSM1020 - Studio Spectrum Total:			5,700.00
SPWS8020 - SupplyWorks Line Item Account			
193942	06/15/2016		
Inv	367500113		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2016	Janitorial Supplies	101-6010-6601-8020-000	424.14
Inv 367500113 Total			424.14
193942 Total:			424.14
SPWS8020 - SupplyWorks Total:			424.14
VCMT6010 - Valley Construction Mgmt Line Item Account			
193943	06/15/2016		
Inv	SD0625-2		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2016	Swr Rehab. & Replacement Project Const.Mgmt & InspectionSvcs5	310-6010-6501-8170-000	25,425.00
Inv SD0625-2 Total			25,425.00
193943 Total:			25,425.00
VCMT6010 - Valley Construction Mgmt Total:			25,425.00
L19185 - Vido Samarzieh, Inc. Line Item Account			
193944	06/15/2016		

Check Number	Check Date		Amount
Inv	#7 Retention		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2016	El Centro Construction Work Phase I & II 5/16	101-9000-9203-9203-000	59,049.07
05/31/2016	El Centro Construction Work Phase I & II 5/16	500-9000-9300-9300-000	710.38
Inv #7 Retention Total			59,759.45
193944 Total:			59,759.45
VSHE9185 - Vido Samarzich, Inc. Total:			59,759.45
WES4152 - West Coast Arborists, Inc. Line Item Account			
193945	06/15/2016		
Inv	115199		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/30/2016	Trees & Plants Removal Svcs 4/16-30/16	215-6010-6310-8180-000	6,232.00
04/30/2016	Grid Pruning for 713 Trees & Additional Svcs 4/16-30/16	215-6010-6310-8180-000	6,435.00
04/30/2016	Tree Trimming & Removal Svcs 4/16-30/16	215-6010-6310-8180-000	3,295.00
04/30/2016	Citywide Tree Vacancy Planting Svcs 4/16-30/16	215-6010-6310-8181-000	325.00
04/30/2016	Phase 2 -Tree Trimming Svcs 4/16-30/16	215-6010-6310-8180-000	8,060.00
04/30/2016	Citywide Tree Vacancy Planting Svcs 4/16-30/16	215-6010-6310-8180-000	55.00
Inv 115199 Total			24,402.00
Inv	115641		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/15/2016	Phase 2 -Tree Trimming Svcs 5/1-15/16	215-6010-6310-8180-000	5,170.00
05/15/2016	Grid Pruning for 713 Trees & Additional Svcs 5/1-15/16	215-6010-6310-8180-000	11,055.00
05/15/2016	Trees & Plants Removal Svcs 5/1-15/16	215-6010-6310-8180-000	6,825.00
05/15/2016	Tree Trimming & Removal Svcs 5/1-15/16	215-6010-6310-8180-000	110.00
Inv 115641 Total			23,160.00
193945 Total:			47,562.00
WES4152 - West Coast Arborists, Inc. Total:			47,562.00
DVWT8021 - Whitby, David Line Item Account			
193946	06/15/2016		
Inv	May 2016		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2016	All Things Apple Lectures	101-8030-8021-8267-000	312.00
Inv May 2016 Total			312.00
193946 Total:			312.00
DVWT8021 - Whitby, David Total:			312.00

Check Number	Check Date	Amount
--------------	------------	--------

LC8268 - WildLife Learning Center Line Item Account

193947 06/15/2016

Inv 021916as062916

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/19/2016	Sum Camp Med Field Trip 6/29/16	101-8030-8032-8268-000	700.00

Inv 021916as062916 Total 700.00

193947 Total: 700.00

WLLC8268 - WildLife Learning Center Total: 700.00

ZUMAR103 - Zumar Industries, Inc. Line Item Account

193948 06/15/2016

Inv 0164744

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/09/2016	Street Name Signs	101-9000-9203-9203-000	407.81

Inv 0164744 Total 407.81

193948 Total: 407.81

ZUMAR103 - Zumar Industries, Inc. Total: 407.81

Total: 395,615.20

This page intentionally left blank.

ATTACHMENT 4
Payroll 06-03-16

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 06.03.16

Account Number	Account Name	06.15.16
101-0000-0000-1010-000	General Fund - Payroll cash	516,382.50
	Other Withholding Payables	\$ 238,171.50
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	278,211.00
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	5,168.24
207-0000-0000-1010-000	Prop C - Payroll Cash	8,989.77
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	11,463.45
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR Ca	8,998.99
227-0000-0000-1010-000	CRA - Payroll Cash	5,201.34
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	11,322.08
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	697.84
500-0000-0000-1010-000	Water Fund - Payroll Cash	51,688.72
700-0000-0000-2210-000	Internal Revenue Service	67,750.15
700-0000-0000-2230-000	Internal Revenue Service	17,585.12
Total Checks & Direct Deposits		467,076.70
Checks		23,690.27
Direct Deposits		358,051.16
I.R.S Payments		85,335.27
		<hr/>
		467,076.70
To 700		596,222.66
Other PR Payable		238,171.50
ACH Payable		358,051.16
		<hr/>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

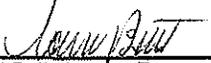
Agency Warrants 06.15.16

<u>Vendor</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
City of South Pasadena	P/R/E 05/29/16	ACH	227.0000.0000.1010.000	Payroll PE 05.29.16	\$ 5,201.34

RSA Report Total \$ 5,201.34

Diana Mahmud, Agency Chair

Evelyn G. Zneimer, Agency Secretary


David Batt, Agency Treasurer

City of South Pasadena/ Redevelopment Successor Agency/ Public Financing Authority Agenda Report

*Diana Mahmud, Mayor/Agency Chair/Authority Chair
Michael A. Cacciotti, Mayor Pro Tem/Agency Vice Chair/Authority Vice Chair
Robert S. Joe, Council/Agency/Authority Member
Marina Khubesian, M.D., Council/Agency/Authority Member
Richard D. Schneider, M.D., Council/Agency/Authority Member*

*Evelyn G. Zneimer, City Clerk/Agency/Authority Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Gary E. Pia, City Treasurer
David Batt, Finance Director 
SUBJECT: **Monthly Investment Reports for April 2016**

Recommendation

It is recommended that the City Council, the Successor Agency to the Community Redevelopment Agency (CRA), and the Public Financing Authority (PFA) receive and file the monthly investment reports for April 2016.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

As required by law and PFA Resolution No. 7211 – Joint Exercise of Powers Authority, a monthly investment report is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest and, for securities with a maturity of more than 12 months, current market values. Additional reports are provided on the City's water bond funds and the former CRA's downtown redevelopment tax allocation bonds investments.

The reports reflect all investments at the above-referenced date and are in conformity with the City's Investment Policy and the Successor Agency's Investment Policy as stated in Resolution Nos. 7365 and 2013-08 SA respectively. Copies of these resolutions are available at the City Clerk's office. The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policies.

Legal Review

The City Attorney has not been asked to review this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. City Investment Reports for April 2016
2. Successor Agency to the Community Redevelopment Agency Investment Reports for April 2016
3. Public Financing Authority Investment Reports for April 2016

ATTACHMENT 1
City Investment Reports for April 2016

Exhibit A
City of South Pasadena
INVESTMENT REPORT
April 30, 2016

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.525%	57.07%	16,074,336.77	16,074,336.77
SUBTOTAL			57.07%	<u>16,074,336.77</u>	<u>16,074,336.77</u>
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B	1.551%	30.81%	8,679,524.61	8,755,857.07
Corporate Bonds	See Exhibit B	2.051%	12.12%	3,413,503.38	3,446,087
SUBTOTAL			42.93%	<u>12,093,027.99</u>	<u>12,201,939.17</u>
TOTAL INVESTMENTS			100.00%	<u>\$28,167,364.76</u>	<u>\$28,276,275.94</u>

BANK ACCOUNTS:

Bank of America Account Balance:	\$162,288.33
Bank of the West Account Balance:	\$5,661,331.76
Morgan Stanley Uninvested Cash Balance:	\$98,527.85
Morgan Stanley Unsettled Transactions	\$118,073.72

Required Disclosures:

Average weighted maturity of the portfolio 396 DAYS

Average weighted total yield to maturity of the portfolio 1.029%

The City's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

All investments are in conformity with the City Investment Policy.

* Current market valuation is required for investments with maturities of more than twelve months.

Exhibit P 1

Funds and Investments
Held by Contracted (Third) Parties
April 30, 2016

Morgan Stanley Smith Barney Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss	
1	Gov't. Securities	U.S. Treasury Note	912828NG1	12/26/2014	533,000.00	101.971	543,506.54	2.750%	0.914%	544,928.54	2.680%	5/31/2017	396	1,422.00
2	Gov't. Securities	U.S. Treasury Note	912828NG1	9/24/2015	44,000.00	102.291	45,008.24	2.750%	0.621%	44,984.72	2.680%	5/31/2017	396	(23.52)
3	Gov't. Securities	U.S. Treasury Note	912828NG1	10/14/2015	15,000.00	102.370	15,355.53	2.750%	0.549%	15,335.70	2.680%	5/31/2017	396	(19.83)
4	Gov't. Securities	U.S. Treasury Note	912828PY0	12/29/2014	866,000.00	102.672	889,143.15	2.750%	1.268%	897,193.32	2.650%	2/28/2018	669	8,050.17
5	Gov't. Securities	U.S. Treasury Note	912828PY0	9/24/2015	54,000.00	103.412	55,842.43	2.750%	0.868%	55,945.08	2.650%	2/28/2018	669	102.65
6	Gov't. Securities	U.S. Treasury Note	912828PY0	10/14/2015	23,000.00	103.609	23,830.16	2.750%	0.761%	23,828.46	2.650%	2/28/2018	669	(1.70)
7	Gov't. Securities	U.S. Treasury Note	912828VK3	12/26/2014	222,000.00	99.895	221,765.79	1.375%	1.406%	224,723.94	1.350%	6/30/2018	791	2,958.15
8	Gov't. Securities	U.S. Treasury Note	912828VK3	9/24/2015	15,000.00	100.907	15,136.09	1.375%	0.951%	15,184.05	1.350%	6/30/2018	791	47.96
9	Gov't. Securities	U.S. Treasury Note	912828VK3	10/14/2015	6,000.00	101.100	6,066.00	1.375%	0.861%	6,073.62	1.350%	6/30/2018	791	7.62
10	Gov't. Securities	U.S. Treasury Note	912828H52	3/6/2015	259,000.00	98.461	255,013.73	1.250%	1.577%	260,385.65	1.240%	1/31/2020	1,371	5,371.92
11	Gov't. Securities	U.S. Treasury Note	912828H52	9/24/2015	35,000.00	99.566	34,848.24	1.250%	1.353%	35,187.25	1.240%	1/31/2020	1,371	339.01
12	Gov't. Securities	U.S. Treasury Note	912828H52	10/14/2015	15,000.00	99.914	14,987.12	1.250%	1.270%	15,080.25	1.240%	1/31/2020	1,371	93.13
13	Gov't. Securities	U.S. Treasury Note	912828L32	11/24/2015	250,000.00	98.641	246,601.50	1.375%	1.672%	251,737.50	1.360%	1/31/2020	1,371	5,136.00
14	Gov't. Securities	U.S. Treasury Note	912828N89	3/15/2016	498,000.00	99.469	495,354.62	1.375%	1.488%	500,395.38	1.360%	1/31/2021	1,737	5,040.76
15	Gov't. Securities	Fed. Home Loan Bk. Disc. Nc	313384XE4	4/11/2016	325,000.00	99.970	324,901.53	0.000%	0.263%	324,951.25	0.263%	5/23/2016	23	49.72
16	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADL0	12/26/2014	839,000.00	99.672	836,246.40	1.000%	1.121%	841,835.82	0.990%	9/29/2017	517	5,589.42
17	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADL0	9/24/2015	26,000.00	100.359	26,093.34	1.000%	0.744%	26,087.88	0.990%	9/29/2017	517	(5.46)
18	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADL0	10/14/2015	26,000.00	100.465	26,120.84	1.000%	0.668%	26,087.88	0.990%	9/29/2017	517	(32.96)
19	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	10/20/2015	309,000.00	100.104	309,322.38	1.250%	1.217%	310,727.31	1.240%	8/1/2019	1,188	1,404.93
20	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	4/12/2016	309,000.00	100.890	311,749.33	1.250%	0.971%	310,727.31	1.240%	8/1/2019	1,188	(1,022.02)
21	Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	12/30/2014	450,000.00	98.924	445,158.00	0.875%	1.229%	450,337.50	0.870%	2/8/2018	649	5,179.50
22	Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	9/8/2015	282,000.00	99.909	281,743.38	0.875%	0.913%	282,211.50	0.870%	2/8/2018	649	468.12
23	Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	9/24/2015	50,000.00	100.010	50,004.83	0.875%	0.869%	50,037.50	0.870%	2/8/2018	649	32.67
24	Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	10/14/2015	20,000.00	100.134	20,026.80	0.875%	0.798%	20,015.00	0.870%	2/8/2018	649	(11.80)
25	Gov't. Securities	Fed. National Mtg. Assn.	3135GOE33	12/23/2015	495,000.00	99.707	493,549.65	1.125%	1.241%	497,529.45	1.110%	7/20/2018	811	3,979.80
26	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	12/30/2014	275,000.00	100.992	277,729.08	1.875%	1.449%	281,503.75	1.830%	9/18/2018	871	3,774.67
27	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	2/10/2015	219,000.00	101.380	222,023.21	1.875%	1.875%	224,179.35	1.830%	9/18/2018	871	2,156.14
28	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	9/24/2015	34,000.00	101.964	34,667.66	1.875%	1.038%	34,804.10	1.830%	9/18/2018	871	136.44
29	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	10/14/2015	14,000.00	102.182	14,305.50	1.875%	0.946%	14,331.10	1.830%	9/18/2018	871	25.60
30	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	12/26/2014	231,000.00	100.221	231,510.86	1.625%	1.537%	234,952.41	1.590%	11/27/2018	941	3,441.55
31	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	9/24/2015	30,000.00	101.327	30,398.09	1.625%	1.100%	30,513.30	1.590%	11/27/2018	941	115.21
32	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	10/14/2015	13,000.00	101.575	13,204.72	1.625%	1.003%	13,222.43	1.590%	11/27/2018	941	17.71
33	Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	12/30/2014	630,000.00	100.836	635,268.83	1.875%	1.568%	644,798.70	1.830%	2/19/2019	1,025	9,529.87
34	Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	9/24/2015	19,000.00	101.880	19,357.17	1.875%	1.190%	19,446.31	1.830%	2/19/2019	1,025	89.14
35	Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	10/14/2015	13,000.00	102.143	13,278.54	1.875%	1.096%	13,305.37	1.830%	2/19/2019	1,025	26.83
36	Gov't. Securities	Fed. National Mtg. Assn.	3135G0D75	9/15/2015	735,000.00	99.450	730,957.50	1.500%	1.620%	742,423.50	1.480%	6/22/2020	1,514	11,466.00
37	Gov't. Securities	Fed. National Mtg. Assn.	3135G0D75	9/24/2015	47,000.00	99.728	46,872.07	1.500%	1.560%	47,474.70	1.480%	6/22/2020	1,514	602.63
38	Gov't. Securities	Fed. National Mtg. Assn.	3135G0D75	10/14/2015	17,000.00	100.184	17,031.28	1.500%	1.454%	17,171.70	1.480%	6/22/2020	1,514	140.42
39	Gov't. Securities	Fed. National Mtg. Assn.	3135G0H55	4/28/2016	397,000.00	102.152	405,544.48	1.875%	1.396%	406,198.49	1.830%	12/28/2020	1,703	654.01
Subtotal Gov't. Securities					8,640,000.00		8,679,524.61	1.574%	1.272%	8,755,857.07	1.551%		938	76,332.46
40	Corporate Bond	US Bancorp (Callable)	91159HHB9	12/30/2014	106,000.00	100.606	106,642.59	2.200%	1.068%	106,719.74	2.180%	11/15/2016	199	77.15

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
April 30, 2016

Morgan Stanley Smith Barney Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss	
41	Corporate Bond	US Bancorp (Callable)	91159HHB9	9/29/2015	11,000.00	100.693	11,076.28	2.200%	0.906%	11,074.69	2.180%	11/15/2016	199	(1.59)
42	Corporate Bond	Duke Energy Carolinas	26442CAL8	1/5/2015	108,000.00	100.500	108,540.52	1.750%	0.941%	108,708.48	1.730%	12/15/2016	229	167.96
43	Corporate Bond	Duke Energy Carolinas	26442CAL8	9/29/2015	10,000.00	100.552	10,055.23	1.750%	0.857%	10,065.60	1.730%	12/15/2016	229	10.37
44	Corporate Bond	Exxon Mobil Corp.	30231GAA0	7/23/2015	112,000.00	100.058	112,064.94	0.921%	0.854%	112,202.72	0.910%	3/15/2017	319	137.78
45	Corporate Bond	BB&T Corp.	05531FAK9	1/12/2015	108,000.00	100.859	108,927.33	2.150%	1.178%	108,934.20	2.130%	3/22/2017	326	6.87
46	Corporate Bond	BB&T Corp. (Callable)	05531FAK9	9/29/2015	10,000.00	100.845	10,084.46	2.150%	1.194%	10,086.50	2.130%	3/22/2017	326	2.04
47	Corporate Bond	BB&T Corp. (Callable)	05531FAK9	10/16/2015	4,000.00	100.967	4,038.67	2.150%	1.057%	4,034.60	2.130%	3/22/2017	326	(4.07)
48	Corporate Bond	United Technologies	913017BU2	12/30/2014	108,000.00	100.646	108,697.34	1.800%	1.198%	108,976.32	1.780%	6/1/2017	397	278.98
49	Corporate Bond	United Technologies	913017BU2	9/29/2015	10,000.00	100.842	10,084.18	1.800%	1.016%	10,090.40	1.780%	6/1/2017	397	6.22
50	Corporate Bond	United Technologies	913017BU2	10/16/2015	3,000.00	100.879	3,026.36	1.800%	0.980%	3,027.12	1.780%	6/1/2017	397	0.76
51	Corporate Bond	Pepsico Inc.	713448DA3	1/20/2016	124,000.00	100.121	124,149.83	0.972%	1.707%	124,224.44	0.970%	6/1/2018	762	74.61
52	Corporate Bond	Microsoft Corp.	594918AP9	1/12/2015	113,000.00	99.743	112,709.59	0.875%	0.967%	113,125.43	0.870%	11/15/2017	564	415.84
53	Corporate Bond	Microsoft Corp.	594918AP9	9/29/2015	7,000.00	100.059	7,004.16	0.875%	0.836%	7,007.77	0.870%	11/15/2017	564	3.61
54	Corporate Bond	Wells Fargo Co.	949746NX5	1/5/2015	94,000.00	106.321	99,941.95	5.625%	1.632%	100,406.10	5.260%	12/11/2017	590	464.15
55	Corporate Bond	Wells Fargo Co.	949746NX5	9/29/2015	15,000.00	106.557	15,983.62	5.625%	1.488%	16,022.25	5.260%	12/11/2017	590	38.63
56	Corporate Bond	VISA	92826CAA0	4/8/2016	124,000.00	100.606	124,751.70	1.200%	0.822%	124,580.32	1.190%	12/11/2017	590	(171.38)
57	Corporate Bond	JP Morgan Chase & Co.	46625HJF8	1/5/2015	111,000.00	100.515	111,571.84	1.195%	1.133%	111,481.74	1.530%	1/25/2018	635	(90.10)
58	Corporate Bond	JP Morgan Chase & Co.	46625HJF8	9/29/2015	8,000.00	100.425	8,033.98	1.195%	1.195%	8,034.72	1.530%	1/25/2018	635	0.74
59	Corporate Bond	JP Morgan Chase & Co.	46625HJF8	10/16/2015	3,000.00	100.422	3,012.65	1.195%	1.210%	3,013.02	1.530%	1/25/2018	635	0.37
60	Corporate Bond	Wal-Mart Stores Inc.	931142DF7	1/8/2015	110,000.00	98.977	108,874.70	1.125%	1.447%	110,581.90	1.110%	4/11/2018	711	1,707.20
61	Corporate Bond	Apple Inc.	037833AG5	1/20/2016	124,000.00	99.952	123,940.48	0.584%	0.703%	124,024.80	0.860%	5/3/2018	733	84.32
62	Corporate Bond	Merck & Co. Inc.	58933YAG0	1/12/2015	111,000.00	99.970	110,966.70	1.300%	1.309%	111,700.41	1.290%	5/18/2018	748	733.71
63	Corporate Bond	Merck & Co. Inc.	58933YAG0	9/29/2015	8,000.00	100.111	8,008.85	1.300%	1.245%	8,050.48	1.290%	5/18/2018	748	41.63
64	Corporate Bond	American Express Credit (Cal	0258M0DW6	2/12/2016	125,000.00	99.739	124,673.75	1.228%	1.228%	124,282.50	1.230%	7/31/2018	822	(391.25)
65	Corporate Bond	Boeing Capital Corp. (Callabl	097014AM6	10/22/2015	59,000.00	103.728	61,199.23	2.900%	1.242%	61,324.60	2.790%	8/15/2018	837	125.37
66	Corporate Bond	Gilead Sciences, Inc.	375558BE2	12/9/2015	122,000.00	100.813	122,992.39	1.850%	1.495%	124,125.24	1.810%	9/4/2018	857	1,132.85
67	Corporate Bond	Coca-Cola Co.	191216BF6	7/20/2015	110,000.00	100.526	110,578.18	1.650%	1.435%	111,840.30	1.620%	11/1/2018	915	1,262.12
68	Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	9/14/2015	112,000.00	100.304	112,340.77	2.100%	1.984%	114,068.64	2.060%	1/15/2019	990	1,727.87
69	Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	9/29/2015	6,000.00	100.919	6,055.11	2.100%	1.751%	6,110.82	2.060%	1/15/2019	990	55.71
70	Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	10/16/2015	3,000.00	101.047	3,031.40	2.100%	1.702%	3,055.41	2.060%	1/15/2019	990	24.01
71	Corporate Bond	Oracle Corp.	68389XAQ8	12/30/2014	109,000.00	101.122	110,222.84	2.375%	1.947%	112,726.71	2.290%	1/15/2019	990	2,503.87
72	Corporate Bond	Oracle Corp.	68389XAQ8	9/29/2015	8,000.00	101.734	8,138.68	2.375%	1.716%	8,273.52	2.290%	1/15/2019	990	134.84
73	Corporate Bond	Oracle Corp.	68389XAQ8	10/16/2015	3,000.00	102.112	3,063.36	2.375%	1.574%	3,102.57	2.290%	1/15/2019	990	39.21
74	Corporate Bond	John Deere Capital Corp.	24422ESK6	1/8/2015	112,000.00	99.642	111,599.04	1.950%	2.040%	113,768.48	1.910%	3/4/2019	1,038	2,169.44
75	Corporate Bond	John Deere Capital Corp.	24422ERR2	10/22/2015	61,000.00	101.599	61,975.19	2.250%	1.694%	62,625.04	2.190%	4/17/2019	1,082	649.85
76	Corporate Bond	Home Depot Inc.	437076BE1	4/27/2015	110,000.00	101.519	111,670.65	2.000%	1.500%	112,554.20	1.950%	6/15/2019	1,141	883.55
77	Corporate Bond	Home Depot Inc. (Callable)	437076BE1	9/29/2015	8,000.00	100.918	8,073.43	2.000%	1.697%	8,185.76	1.950%	6/15/2019	1,141	112.33
78	Corporate Bond	Home Depot Inc. (Callable)	437076BE1	10/16/2015	2,000.00	101.531	2,030.61	2.000%	1.496%	2,046.44	1.950%	6/15/2019	1,141	15.83
79	Corporate Bond	Berkshire Hathaway Inc.	084670BL1	8/28/2015	111,000.00	100.940	112,042.90	2.100%	1.804%	113,866.02	2.040%	8/14/2019	1,201	1,823.12
80	Corporate Bond	Berkshire Hathaway Inc.	084670BL1	9/29/2015	7,000.00	101.413	7,098.93	2.100%	1.656%	7,180.74	2.040%	8/14/2019	1,201	81.81
81	Corporate Bond	Proctor & Gamble Co.	742718EG0	1/27/2015	105,000.00	101.085	106,138.73	1.900%	1.580%	107,620.80	1.850%	11/1/2019	1,280	1,482.07
82	Corporate Bond	Proctor & Gamble Co.	742718EG0	9/29/2015	13,000.00	100.952	13,123.76	1.900%	1.619%	13,324.48	1.850%	11/1/2019	1,280	200.72
83	Corporate Bond	Proctor & Gamble Co.	742718EG0	10/16/2015	3,000.00	101.448	3,043.43	1.900%	1.474%	3,074.88	1.850%	11/1/2019	1,280	31.45
84	Corporate Bond	PNC Funding Corp.	693476BJ1	9/10/2015	101,000.00	110.139	111,240.64	5.125%	2.300%	111,902.95	4.620%	2/8/2020	1,370	662.31
85	Corporate Bond	PNC Funding Corp.	693476BJ1	9/29/2015	6,000.00	110.139	6,622.49	5.125%	2.238%	6,647.70	4.620%	2/8/2020	1,370	25.21

Exhibit P 1

Funds and Investments
Held by Contracted (Third) Parties
April 30, 2016

Morgan Stanley Smith Barney Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
86 Corporate Bond	PNC Funding Corp.	693476BJ1	10/16/2015	2,000.00	110.432	2,208.63	5.125%	2.223%	2,215.90	4.620%	2/8/2020	1,379	7.27
87 Corporate Bond	Comcast Corp.	20030NBA8	6/22/2015	98,000.00	110.305	108,099.12	5.150%	2.296%	111,172.18	4.530%	3/1/2020	1,401	3,073.06
88 Corporate Bond	Comcast Corp.	20030NBA8	9/29/2015	8,000.00	111.475	8,917.97	5.150%	2.023%	9,075.28	4.530%	3/1/2020	1,401	157.31
89 Corporate Bond	Comcast Corp.	20030NBA8	10/16/2015	2,000.00	111.873	2,237.46	5.150%	1.921%	2,268.82	4.530%	3/1/2020	1,401	31.36
90 Corporate Bond	Cisco Systems Inc.	17275RAX0	6/22/2015	112,000.00	100.094	112,104.87	2.450%	2.297%	116,323.20	2.350%	6/15/2020	1,507	4,218.33
91 Corporate Bond	Cisco Systems Inc.	17275RAX0	9/29/2015	5,000.00	101.635	5,081.75	2.450%	2.034%	5,193.00	2.350%	6/15/2020	1,507	111.25
92 Corporate Bond	Cisco Systems Inc.	17275RAX0	10/16/2015	3,000.00	101.918	3,057.53	2.450%	1.963%	3,115.80	2.350%	6/15/2020	1,507	58.27
93 Corporate Bond	United Health Group Inc.	91324PCM2	9/24/2015	110,000.00	101.884	112,071.88	2.700%	2.228%	114,625.50	2.590%	7/15/2020	1,537	2,553.62
94 Corporate Bond	United Health Group Inc.	91324PCM2	9/29/2015	7,000.00	102.187	7,153.06	2.700%	2.153%	7,294.35	2.590%	7/15/2020	1,537	141.29
95 Corporate Bond	Intel Corp.	458140AQ3	9/23/2015	56,000.00	101.039	56,581.91	2.450%	2.192%	57,910.16	2.370%	7/29/2020	1,551	1,328.25
96 Corporate Bond	Intel Corp.	458140AQ3	9/29/2015	3,000.00	101.380	3,041.39	2.450%	2.108%	3,102.33	2.370%	7/29/2020	1,551	60.94
97 Corporate Bond	The Walt Disney Co.	25468PDE3	11/27/2015	123,000.00	100.654	123,804.35	2.150%	1.993%	125,904.03	2.100%	9/17/2020	1,601	2,099.68
Subtotal Corporate Bonds				3,367,000.00		3,413,503.38	2.110%	1.525%	3,446,082.10	2.051%		889	32,578.72
Money Market	Liquid Asset Fund			0.00					0.00	0.010%		1	
Uninvested Cash				0.00		98,527.85			98,527.85	0.020%		1	
Subtotal Cash & Cash Equivalents						98,527.85			98,527.85			1	
Grand Totals				12,007,000.00		12,191,555.84	1.711%	1.333%	12,300,467.02	1.679%		917	108,911.18
Unsettled Transactions													
Sale	Gen. Electric Capital Corp.	36962GW0	5/2/2016						(5,138.79)				
Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	5/3/2016	109,000.00	113.054	123,228.86	4.625%	1.709%	123,212.51	4.090%	1/7/2021	1,713	(16.35)
Subtotal Unsettled Transactions				109,000.00		123,228.86			118,073.72				(16.35)
Totals incl. Unsettled Transactions				12,116,000.00		12,314,784.70			12,418,540.74				108,894.83
Totals per Bank Statement						12,314,784.70			12,418,540.74				108,894.83

Exhibit C

City of South Pasadena
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
JULY	9,903,906	13,890,011	18,506,000	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572
AUGUST	8,050,382	12,821,952	17,256,000	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151
SEPTEMBER	7,075,316	12,830,016	16,766,000	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959
OCTOBER	8,079,227	12,648,943	16,266,000	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114
NOVEMBER	8,179,951	12,813,000	15,646,000	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418
DECEMBER	9,959,808	15,063,000	18,756,000	18,487,198	10,634,416	10,185,282	11,805,140	16,837,192	20,603,990	22,253,300
JANUARY	11,719,732	17,143,000	20,582,573	20,210,860	12,629,088	9,186,793	11,816,031	18,846,359	26,309,319	27,399,997
FEBRUARY	11,800,280	17,684,000	20,284,404	19,519,072	12,619,768	9,184,331	13,818,580	18,845,663	26,260,788	30,108,605
MARCH	12,480,215	16,654,000	19,715,013	18,448,613	12,610,790	9,126,552	13,319,038	13,145,894	26,315,158	28,939,924
APRIL	15,460,860	18,784,000	22,169,776	19,317,280	12,605,200	11,130,863	17,327,604	13,153,853	26,326,876	28,276,276
MAY	17,070,125	20,209,000	23,010,520	16,191,609	12,595,623	11,128,155	19,327,983	23,452,878	26,310,240	
JUNE	15,170,118	20,014,000	23,385,906	15,871,761	12,581,680	10,275,475	19,323,510	22,452,628	29,289,712	

ATTACHMENT 2
Successor Agency to the Community
Redevelopment Agency Investment Reports for
April 2016

Exhibit A

CITY OF SOUTH PASADENA
 SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
 INVESTMENT REPORT
 April 30, 2016

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	RATE OF INTEREST	PAR VALUE	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:						
LAIF -- SA-CRA	ON DEMAND	0.525%			915,138.44	
SUBTOTAL				100.00%	<u>915,138.44</u>	
TOTAL INVESTMENTS				<u>100.00%</u>	<u>\$915,138.44</u>	

Required Disclosures:

Average Maturity of the portfolio 1 DAY

Average total yield to maturity of the portfolio 0.525%

The Agency's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

There have been no variances to the Agency Investment Policy

* Current Market Valuation required for investments with maturities of more than twelve months.

Exhibit B

**CITY OF SOUTH PASADENA
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
INVESTMENT REPORT**

**Summary of Investment Activity for the Month
April 30, 2016**

SA-CRA LAIF Account Beginning Balance:	\$914,083.30
Add Deposits	\$1,055.14
Subtract Withdrawals	
Ending LAIF Balance:	\$915,138.44

Exhibit C
CITY OF SOUTH PASADENA
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
INVESTMENT REPORT
April 30, 2016

Funds and Investments
Held by Contracted (Third) Parties

	Account/Investment Description	Account/Investment Value *	Date of Valuation
2000 Downtown Revitalization Project #1			
Tax Allocation Bonds			
Trustee: Union Bank of California			
Debt Service Fund	Blackrock Provident Institutional Treasury Funds	\$153,071.09	4/30/2016
Interest Account	Blackrock Provident Institutional Treasury Funds	0.00	4/30/2016
Principal/Sinking Account	Blackrock Provident Institutional Treasury Funds	0.00	4/30/2016
Reserve Account	Blackrock Provident Institutional Treasury Funds	<u>197,945.00</u>	4/30/2016
Total Funds Managed by Union Bank of California		\$351,016.09	

* Asset valuations provided by Union Bank through monthly reports.

Exhibit D

CITY OF SOUTH PASADENA
 SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
 INVESTMENT REPORT

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
JULY	2,917,877	3,017,198	3,108,000	3,103,080	1,984,558	1,894,269	1,753,205	907,945	910,136	912,503
AUGUST	2,917,877	3,017,198	3,108,000	3,103,080	1,984,558	1,894,269	1,753,205	907,945	910,136	912,503
SEPTEMBER	2,917,877	2,777,198	2,808,000	3,103,080	1,984,558	1,894,269	1,753,205	907,945	910,136	912,503
OCTOBER	2,953,905	2,816,650	2,829,419	2,030,097	1,987,121	1,796,085	1,754,833	908,532	910,691	913,238
NOVEMBER	3,034,905	2,831,650	2,829,419	2,030,097	1,987,121	1,796,085	1,754,833	908,532	910,691	913,238
DECEMBER	3,177,905	2,991,650	2,959,419	2,205,097	1,987,121	1,796,085	1,754,833	908,532	911,274	913,238
JANUARY	3,237,463	3,052,641	2,977,435	2,208,580	1,989,403	820	1,756,257	909,118	911,274	914,083
FEBRUARY	3,237,463	3,052,641	2,977,435	2,208,580	2,139,403	820	1,756,257	909,118	911,274	914,083
MARCH	3,334,463	3,052,641	2,977,435	2,208,580	1,939,403	2,000,820	906,257	909,118	911,274	914,083
APRIL	2,802,720	3,084,227	3,141,429	2,211,614	1,941,969	2,001,427	907,394	909,635	911,859	915,138
MAY	2,977,720	3,084,227	3,141,429	1,981,614	1,941,969	2,001,427	907,394	909,635	911,859	
JUNE	2,977,720	3,084,227	3,091,429	1,981,614	1,891,969	2,001,427	907,394	909,635	911,859	

This page intentionally left blank.

ATTACHMENT 3
Public Financing Authority Investment Reports for
April 2016

Exhibit A

South Pasadena
Public Financing Authority
INVESTMENT REPORT
April 30, 2016

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
WELLS FARGO					
Cash Equivalents	See Exhibit B	0.298%	38.73%	5,448,913.58	5,448,913.58
Certificates of Deposit / Govt. Securities	See Exhibit B	0.884%	61.27%	8,620,780.00	8,620,780.00
SUBTOTAL			100.00%	14,069,693.58	14,069,693.58
TOTAL INVESTMENTS			100.00%	\$14,069,693.58	\$14,069,693.58
OTHER ACCOUNTS:					
Wells Fargo 2009 Bonds Revenue Fund				\$3.52	
Wells Fargo 2009 Bonds Interest Fund				\$0.77	
Wells Fargo 2009 Bonds Principal Fund				\$1.26	
Wells Fargo 2013 Bonds Revenue Fund				\$1.76	
Wells Fargo 2013 Bonds Interest Fund				\$0.21	
Wells Fargo 2013 Bonds Principal Fund				\$0.18	
Wells Fargo 2013 Bonds Cost of Issuance Fund				\$0.11	

Required Disclosures:

Average weighted maturity of the portfolio 246 DAYS

Average weighted total yield to maturity of the portfolio 0.657%

The PFA's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

* Current market valuation is required for investments with maturities of more than twelve months.

Exhibit B

**Funds and Investments
Held by Contracted (Third) Parties
April 30, 2016**

2009 PFA Water Revenue Bonds

Wells Fargo

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	
Reserve Fund									
1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Government Advantage Money Market		33,957.73	0.010%	33,957.73	0.010%		1	
Subtotal Cash & Cash Equivalents			33,957.73	0.010%	33,957.73	0.010%			
1	CDARS - CD	Lake Forest Bank	6/27/2014	248,000.00	1.600%	248,000.00	1.600%	6/27/2016	58
2	CDARS - CD	American State Bank -IA	3/28/2013	248,000.00	0.700%	248,000.00	0.700%	3/28/2017	332
3	CDARS - CD	Oriental Bank	5/29/2014	248,000.00	1.000%	248,000.00	1.000%	5/30/2017	395
4	CDARS - CD	Barclays Bank	7/2/2014	248,000.00	1.150%	248,000.00	1.150%	7/3/2017	429
5	CDARS - CD	CIT Bank - UT	3/13/2013	248,000.00	1.100%	248,000.00	1.100%	3/13/2018	682
6	CDARS - CD	First Bank - PR	3/15/2013	248,000.00	1.050%	248,000.00	1.050%	3/15/2018	684
7	CDARS - CD	Bank of Deerfield	6/11/2014	248,000.00	1.600%	248,000.00	1.600%	6/11/2018	772
8	CDARS - CD	Discover Bank - DE	7/16/2014	247,000.00	1.550%	247,000.00	1.550%	7/16/2018	807
9	CDARS - CD	Goldman Sachs Bank	7/16/2014	247,000.00	1.600%	247,000.00	1.600%	7/16/2018	807
10	CDARS - CD	GE Capital Bank	7/18/2014	247,000.00	1.600%	247,000.00	1.600%	7/18/2018	809
11	CDARS - CD	Texas Exchange Bank	3/18/2016	249,000.00	1.200%	249,000.00	1.200%	3/18/2019	1,052
12	CDARS - CD	Bar Harbor Bank - ME	5/30/2014	170,000.00	1.600%	170,000.00	1.600%	3/29/2019	1,063
13	CDARS - CD	Belmont Savings Bank	3/23/2016	248,000.00	1.400%	248,000.00	1.400%	3/23/2020	1,423
14	CDARS - CD	Comenity Bank - UT	3/15/2016	247,000.00	1.650%	247,000.00	1.650%	3/18/2021	1,783
Subtotal CDs			3,391,000.00	1.337%	3,391,000.00	1.337%		786	
Total Reserve Fund			3,424,957.73	1.323%	3,424,957.73	1.323%		778	
Project Fund									
1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Government Advantage Money Market		356,297.06	0.010%	356,297.06	0.010%		1	
3	USA Mutuals Partners Insured		5,058,658.79	0.320%	5,058,658.79	0.320%		1	
Subtotal Cash & Cash Equivalents			5,414,955.85	0.300%	5,414,955.85	0.300%		1	
1	Govt. Securities	Fed. Home Loan Bank	12/30/2014	1,997,780.00	0.375%	1,997,780.00	0.375%	6/24/2016	55
2	CDARS - CD	Santander Bank	10/7/2015	248,000.00	0.650%	248,000.00	0.650%	10/7/2016	160
3	CDARS - CD	Baroda Bank	10/13/2015	248,000.00	0.650%	248,000.00	0.650%	10/13/2016	166
4	CDARS - CD	Safra Bank	10/9/2015	249,000.00	0.550%	249,000.00	0.550%	11/9/2016	193
5	CDARS - CD	Ally Bank	5/14/2015	249,000.00	0.600%	249,000.00	0.600%	11/14/2016	198
6	CDARS - CD	Triumph Bank	5/15/2015	249,000.00	0.600%	249,000.00	0.600%	12/15/2016	229
7	CDARS - CD	American Express Centurion	6/30/2015	249,000.00	0.800%	249,000.00	0.800%	12/27/2016	241
8	CDARS - CD	Mercantile Commerce Bank	6/26/2015	249,000.00	0.800%	249,000.00	0.800%	12/27/2016	241
9	CDARS - CD	MB Financial Bank	6/29/2015	249,000.00	0.700%	249,000.00	0.700%	12/29/2016	243
10	CDARS - CD	Access Bank	6/30/2015	249,000.00	0.700%	249,000.00	0.700%	12/30/2016	244
11	CDARS - CD	Everbank	10/16/2015	249,000.00	0.750%	249,000.00	0.750%	1/17/2017	262
12	CDARS - CD	BMO Harris Bank	10/7/2015	248,000.00	0.900%	248,000.00	0.900%	4/7/2017	342
13	CDARS - CD	Capital One Bank	10/7/2015	248,000.00	0.850%	248,000.00	0.850%	4/7/2017	342
14	CDARS - CD	Capital One National Assn.	10/7/2015	248,000.00	0.850%	248,000.00	0.850%	4/7/2017	342
Subtotal CDs & Securities			5,229,780.00	0.590%	5,229,780.00	0.590%		152	
Total Project Fund			10,644,735.85	0.442%	10,644,735.85	0.442%		75	
Grand Totals			14,069,693.58	0.657%	14,069,693.58	0.657%		246	

This page intentionally left blank.

City of South Pasadena Agenda Report

*Diana Mahmud, Mayor
Michael A. Cacciotti, Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zueimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: David Batt, Finance Director *DB*
SUBJECT: **Discretionary Fund Request From Mayor Pro Tem Cacciotti in the Amount of \$250 for the Purpose of the South Pasadena Community Garden Compost Bin**

Recommendation

It is recommended that the City Council approve a discretionary fund request by Mayor Pro Tem Cacciotti, designating \$250, for the purpose of the South Pasadena Community Garden compost bin.

Fiscal Impact

Funds are available in the Fiscal Year (FY) 2015-16 Budget.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets which allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. The City Council adopted the FY 2015-16 Budget with \$20,000 in the Discretionary Fund, \$4,000 designated for each councilmember. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena.

On August 17, 2011, the City Council approved Resolution No. 7174, which established guidelines for discretionary budget accounts. The resolution states that all funds not expended during each fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per councilmember. Said unallocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The following table displays the current Discretionary Fund balance and excluded the request being considered in this staff report.

Analysis

Mayor Pro Tem Cacciotti requested approval for, and received a second to place on a future City Council meeting agenda, the use of up to \$250 in discretionary funds to cover the cost of the supplies to build the compost bin.

Boy Scout Owen Pratt will undertake a project to build a compost bin for the South Pasadena Community Garden as an Eagle Scout.

This project has been approved by the South Pasadena Community Garden Council.

City Councilmembers Discretionary Funds Fiscal Year 2014/15						
Date		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
	Prior Year Balance >	\$5,000	\$5,000	\$6,350	\$2,000	\$6,700
	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
	<i>Total</i>	<i>9,000</i>	<i>9,000</i>	<i>10,350</i>	<i>6,000</i>	<i>10,700</i>
9/2/2014	Tourn. of Roses Souvenir Booth	2,072				
9/2/2014	10th Anniversary of the Nature Park	250	250			
11/5/2014	Materials for "Tough Guise 2"			650		
4/8/2015	Eddie Park Bridge Project	200				
4/8/2015	Acquire Leo Politi Sculpture					3,000
4/22/2015	Host City for Special Olympics		1,000			
4/22/2015	Community Garden				1,000	
5/6/2015	Acquire Leo Politi Sculpture			2,000		
5/6/2015	Host City for Special Olympics			1,000		
5/6/2015	Community Garden			700		
5/20/2015	Acquire Leo Politi Sculpture		800			
6/3/2015	Greenest Fastest Mile	250				
	<i>YTD Appropriations</i>	<i>2,772</i>	<i>2,050</i>	<i>4,350</i>	<i>1,000</i>	<i>3,000</i>
Available at 6/30/15		\$6,228	\$6,950	\$6,000	\$5,000	\$7,700

Discretionary Fund Request for South Pasadena Community Garden Compost Bin.
 June 15, 2016
 Page 3 of 3

City Councilmembers Discretionary Funds Fiscal Year 2015/16						
Date		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
	Prior Year Balance >	\$6,228	\$6,950	\$6,000	\$5,000	\$7,700
Pledged	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
	<i>Total</i>	<i>\$10,228</i>	<i>\$10,950</i>	<i>\$10,000</i>	<i>\$ 9,000</i>	<i>\$11,700</i>
8/19/2015	Commemorative Coins		500			
1/6/2016	Monarch Butterfly Waystation				600	
2/3/2016	Special Needs Education Conference	200	200		300	
2/17/2016	Native Plants for the Nature Park		200			100
3/2/2016	Public Works Building Public Art	200				
5/18/2016	CERT Luncheon		100			
5/18/2016	SPACE Kinetic Sculpture Project			2000		2000
	<i>YTD Appropriations</i>	<i>400</i>	<i>1,000</i>	<i>2,000</i>	<i>900</i>	<i>2,100</i>
	Available at 6/15/16	\$9,828	\$9,950	\$8,000	\$8,100	\$9,600

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

This page intentionally left blank.

City of South Pasadena Agenda Report

*Diana Mahmud, Mayor
Michael A. Cacciotti, Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Mariam Lee Ko, Human Resources Manager *MLK*
SUBJECT: **Adoption of a Resolution Establishing Positions, Salaries, and Benefits for Management Employees**

Recommendation

It is recommended that the City Council adopt a resolution approving a new Unrepresented Management Employees Benefits Listing and Management Salary Schedule superseding Resolution No. 7414.

Fiscal Impact

The fiscal impact of this action is approximately \$83,759 for all salaries and benefits and has been accounted for in the FY 2016-17 Budget. Of the total fiscal impact, \$51,448 is attributed to the three (3%) percent increase for all unrepresented management employee classifications, \$14,898 is attributed to the increase in salaries and benefits for the Community Services Director classification, and \$17,413 is attributed to the increase in salaries and benefits for the Deputy Fire Chief classification. In the case of the Deputy Fire Chief, the cost in salaries and benefits for this particular classification is shared, as agreed upon, between the Cities of San Marino, San Gabriel and South Pasadena.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

This resolution supersedes Resolution No. 7414, which was adopted on July 15, 2015 and previously established and listed the benefits and salary schedule for unrepresented Management employees. Management employees are unrepresented and do not negotiate with City of South Pasadena representatives in regard to their salaries and benefits.

Analysis

The resolution establishing positions, salaries, and benefits for unrepresented management employees includes:

1. A three (3%) percent increase in salaries for all unrepresented management employees

- classifications; and
2. Reclassification and salary increase for the classifications of Community Services Director and Deputy Fire Chief; and
 3. Classification title changes of the Chief Deputy City Clerk to Chief City Clerk and City Librarian to Director of Library, Arts, & Culture; and
 4. Language added to the Management Benefits listing to include a Technology Stipend. Currently, as authorized, most Management Employees receive a technology stipend but the benefit was not previously listed within the Unrepresented Management Employees resolution.

In examining the benefits and compensation package, responsibilities and duties, and the City's own internal relationships for particular unrepresented management classifications, it is proposed that the following two classifications be reclassified and salaries increased:

Community Services Director

	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>	<i>Step E</i>	<i>Step F</i>	<i>Step G</i>
Current	\$7,725	\$8,111	\$8,517	\$8,943	\$9,390	\$9,859	\$10,352
<i>Reclassify to:</i>	<i>\$8,894</i>	<i>\$9,338</i>	<i>\$9,805</i>	<i>\$10,295</i>	<i>\$10,810</i>	<i>\$11,351</i>	<i>\$11,918</i>

Deputy Fire Chief

	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>	<i>Step E</i>	<i>Step F</i>	<i>Step G</i>
Current	\$8,736	\$9,173	\$9,632	\$10,114	\$10,619	\$11,150	\$11,708
<i>Reclassify to:</i>	<i>\$9,391</i>	<i>\$9,861</i>	<i>\$10,354</i>	<i>\$10,871</i>	<i>\$11,415</i>	<i>\$11,981</i>	<i>\$12,585</i>

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly-noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Resolution Approving a New Unrepresented Management Employees Benefits Listing and Management Salary Schedule Superseding Resolution No. 7414

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING UNREPRESENTED MANAGEMENT
EMPLOYEES BENEFITS LISTING AND
MANAGEMENT SALARY SCHEDULE,
SUPERSEDING RESOLUTION NO. 7414**

WHEREAS, the City Council has set a priority to establish salaries at a level that both attracts and retains the most qualified staff while carefully managing scarce resources; and

WHEREAS, the City Manager has reviewed the compensation package applicable to the managers and has evaluated it in the context of the current fiscal environment; and

WHEREAS, the City Council finds that the compensation adjustments set forth in this resolution are reasonable, and address the recruitment, retention and fiscal needs of the City; and

WHEREAS, the resolution shall reflect title changes of the Chief Deputy City Clerk to Chief City Clerk and City Librarian to Directory of Library, Arts & Culture; and

WHEREAS, the resolution shall also reflect not only a three (3%) percent increase for all unrepresented management employee classifications but also reflect a reclassification and salary increase for the classifications of Community Services Director and Deputy Fire Chief.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. This resolution shall supersede Resolution No. 7414 and “Exhibit A,” the benefit listing all Unrepresented Management Employees and “Exhibit B,” the Management Salary Schedule, both attached hereto, shall be approved.

SECTION 2. Furthermore, the Management Salary Schedule shall be effective the first full pay period of Fiscal Year 2016-17, beginning after July 1, 2016.

SECTION 3. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 15th day of June, 2016

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

MANAGEMENT BENEFITS

The following shall be the classifications, compensation and benefit plan for management employees:

SECTION 1. TERM

The following established classifications, salaries and benefits of employment for management employees shall be in effect upon adoption by the City Council.

SECTION 2. CLASSIFICATIONS

Police Chief
Public Works Director
Fire Chief
Deputy Fire Chief
Assistant City Manager
Finance Director
Community Services Director
Planning & Building Director
Police Captain
Director of Library, Arts & Culture
Deputy Director of Public Works
Fire Division Chief
Principal Management Analyst
Assistant to the City Manager
Human Resources Manager
Chief City Clerk
Assistant Finance Director
Public Works Operations Manager
Water Operations Manager
Executive Assistant
Community Services Supervisor

SECTION 3. SALARY

The salaries for management employees shall be those contained in Exhibit B, "Management Salary Schedule."

SECTION 4. RETIREMENT

A. The City agrees to participate in the California Public Service Employees' Retirement System (CalPERS). Classic CalPERS safety members (Police Chief, Fire Chief, Deputy Fire Chief, Fire Division Chief

and Police Captains) i.e., those that do not qualify as “new” members under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA” or “AB 340”) shall participate in the 2%@50 plan with single highest year compensation. Per AB 340, new CalPERS safety members shall participate in the 2.7%@57 plan with the highest average annual pensionable compensation earned during a period of 36 consecutive months rather than single highest year. For all non-safety Management employees, Classic CalPERS members shall participate in the 2%@55 plan with single highest year final compensation and per AB 340, new members shall participate in the 2.0%@62 plan with highest average annual pensionable compensation earned during a period of 36 consecutive months.

B. Classic members are statutorily subject to a member contribution rate of 7% (nonsafety) or 9% (safety) of compensation and shall pay that rate. New members shall pay 50% of normal cost (as determined by CalPERS) as their member contribution.

C. The City’s plan shall provide the sick leave conversion benefit.

SECTION 5. RETIRED EMPLOYEE’S MEDICAL COVERAGE

Employees who became annuitants prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only, with said payment not exceeding the premium requirement for insurance programs offered through CalPERS, both prior to and after becoming Medicare eligible. All employees who retire on and after July 1, 2012, shall receive a City retiree medical contribution as prescribed in Government Code Section 22892, as that amount may from time to time be adjusted upward and/or downward. As of July 1, 2015, said amount for Management employees is \$715.00 monthly.

SECTION 6. DEFERRED COMPENSATION

The City shall pay the equivalent of 1% of each management employees’ salary into a deferred compensation plan.

SECTION 7. SICK LEAVE

A. Sick leave shall be earned at the rate of eight (8) hours per month of service to the City.

B. Management employees may accrue unlimited sick leave.

C. At the employee’s termination, the accumulated sick leave hours shall have no cash value.

SECTION 8. CONVERSION TO CALPERS SERVICE CREDIT

Upon retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS.

According to CalPERS, in order to receive sick leave credit, the employees' retirement date must be within 120 days from the date of separation from the City.

SECTION 9. BEREAVEMENT LEAVE

A. Bereavement leave shall be granted by the City Manager for the death of a spouse, parents, step-parents, child, step-child, grandparents, grandchildren, brothers, and/or sisters, for three work days per each fiscal year.

B. Additional occurrences shall be deducted from the employee's own sick leave.

C. Bereavement leave may be used not only for attendance at funerals, but for time spent in assisting in the preparation of funerals.

SECTION 10. MANAGEMENT LEAVE

A. Employees shall receive 80 hours of management leave each fiscal year.

B. Employees may cash out up to sixty (60) hours of unused Management Leave during a fiscal year. Consistent with the City's practice of granting Administrative or Management Leave prospectively, cash out of unused Management Leave is an annual compensation benefit for management staff, and as such will be distributed prospectively during the course of each fiscal year in accordance with this resolution.

C. Beginning July 1, 2014, employees can cash out up to thirty (30) hours of Management Leave, should they elect to do so, during a special payroll that will occur between the first and second regular payrolls in July of each year, and may cash out another thirty (30) hours of Management Leave, should they elect to do so, during a special payroll that will occur between the first and second regular payrolls in December of each year.

D. Unused or non-cashed out management leave may not at any time be carried over to the next fiscal year.

SECTION 11. VACATION

A. Vacation shall be accrued based on the years of service as follows:

1 – 5 years	120 hours
6 – 10 years	128 hours
11 – 15 years	136 hours
16 – 20 years	152 hours
Over 20 years	160 hours

B. Employees who have achieved more than twenty years of service with the City as of the date of this resolution and whose vacation benefits are subject to the terms of this resolution as of July 7, 1999 shall

be allowed to accrue vacation pursuant to the schedule contained in City Council Resolution No. 6558.

C. Employees with twenty years of service with South Pasadena and who are appointed to management positions after July 7, 1999 shall receive vacation benefits in accordance with the provisions of Section 11A above.

D. Employees subject to this resolution shall endeavor to take annual vacation leave equal to the time accrued. An employee's accrued vacation shall be capped at two years' worth of vacation hours. Employees will cease accruing vacation hours until the accrued hours fall below the maximum accumulation allowed. Employees may carry over up to two (2) years accumulation of vacation time.

SECTION 12. HOLIDAYS

A. Employees shall receive the following eleven paid holidays per fiscal year:

1. January 1 – New Year's Day
2. 3rd Monday in January – Martin Luther King, Jr. Birthday
3. 3rd Monday in February – President's Day
4. Last Monday in May – Memorial Day
5. July 4 – Independence Day
6. 1st Monday in September – Labor Day
7. 2nd Monday in October – Columbus Day
8. November 11 – Veteran's Day
9. 4th Thursday in November – Thanksgiving Day
10. Friday after Thanksgiving – Substitute for Admission's Day
11. December 25 – Christmas Day

If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday and City Hall will be closed. If a holiday falls on a Sunday, the following Monday shall be deemed the holiday and City Hall will be closed.

B. Management employees shall receive two (2) floating holidays per fiscal year. Floating holidays may not be carried over to the next fiscal year.

SECTION 13. INSURANCE

A. City paid medical insurance coverage is provided up to \$715 per month.

B. City paid dental coverage is provided up to \$75 per month.

C. City paid vision care coverage is provided up to \$20 per month.

D. City paid life insurance policy in the sum of \$50,000 provided.

E. City paid accidental death & dismemberment insurance policy in the sum of \$50,000 provided. Additional coverage up to \$500,000 available at employee's expense.

SECTION 14. LONG TERM DISABILITY

A. For full-time employees who have been employed by the City for six months, the City shall provide long-term disability coverage under a self-insured status. The City may require reasonable proof of the disabling illness and retains the right to define "long term disability." The City will pay two-thirds of the employee's monthly salary effective the day disability is approved and for the duration the employee continues to be disabled or for one year, whichever is less.

B. There is a 30-day elimination period during which the employee must use his or her accrued sick leave. If the employee has less than 30 days of accrued sick leave, the employee may choose to use other accrued leave or take the remaining days unpaid.

C. Benefits shall be paid for one year for the approved disability. The City Manager may, upon review of the nature of the disability, grant up to one additional year of disability benefits.

D. The City shall continue to pay all of the insurance premiums listed in Section 13 during the City-recognized period of long term disability.

SECTION 15. UNIFORMS

Full-time Fire Chief, Police Chief and Police Captains shall receive \$1,000 annually for the cleaning of and maintenance of their uniforms. Full-time Deputy Fire Chief and Fire Division Chief shall receive \$675 annually for the cleaning of and maintenance of their uniforms.

SECTION 16. TECHNOLOGY STIPEND

At the authorization of the City Manager, employees may receive a technology stipend up to \$80 per a month. This benefit shall be disbursed to the qualifying employee on a quarterly basis. The technology stipend offered shall have two tiers or levels of benefits. The level of benefit amount shall be authorized by the City Manager and may be adjusted at any time. Qualifying employees may also opt-out of receiving this benefit by submitting a written request.

SECTION 17. WORK SCHEDULE

9/80 work schedule available.

EXHIBIT B

MANAGEMENT SALARY SCHEDULE

	A	B	C	D	E	F	G
Police Chief	\$10,231	\$10,743	\$11,280	\$11,844	\$12,436	\$13,058	\$13,711
Public Works Director	\$9,788	\$10,277	\$10,791	\$11,331	\$11,897	\$12,492	\$13,117
Fire Chief	\$9,403	\$9,873	\$10,367	\$10,885	\$11,429	\$12,001	\$12,601
Deputy Fire Chief	\$9,391	\$9,861	\$10,354	\$10,871	\$11,415	\$11,986	\$12,585
Assistant City Manager	\$9,335	\$9,802	\$10,292	\$10,806	\$11,347	\$11,914	\$12,510
Finance Director	\$8,894	\$9,338	\$9,805	\$10,295	\$10,810	\$11,351	\$11,918
Community Services Director	\$8,894	\$9,338	\$9,805	\$10,295	\$10,810	\$11,351	\$11,918
Planning & Building Director	\$8,376	\$8,795	\$9,234	\$9,696	\$10,181	\$10,690	\$11,224
Police Captain	\$8,330	\$8,747	\$9,184	\$9,643	\$10,125	\$10,632	\$11,163
Director of Library, Arts & Culture	\$7,919	\$8,314	\$8,730	\$9,167	\$9,625	\$10,106	\$10,612
Deputy Director of Public Works	\$7,911	\$8,307	\$8,722	\$9,158	\$9,616	\$10,097	\$10,602
Fire Division Chief *	\$7,829	\$8,221	\$8,632	\$9,064	\$9,517	\$9,993	\$10,492
Principal Management Analyst	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Assistant to the City Manager	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Human Resources Manager	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Chief City Clerk	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Assistant Finance Director	\$7,654	\$8,037	\$8,439	\$8,861	\$9,304	\$9,769	\$10,258
Public Works Operations Manager	\$6,612	\$6,942	\$7,289	\$7,654	\$8,036	\$8,438	\$8,860
Water Operations Manager	\$6,612	\$6,942	\$7,289	\$7,654	\$8,036	\$8,438	\$8,860
Executive Assistant	\$5,319	\$5,585	\$5,865	\$6,158	\$6,466	\$6,789	\$7,128
Community Services Supervisor	\$4,477	\$4,701	\$4,936	\$5,183	\$5,442	\$5,714	\$6,000
*Special arrangement for additional hours	\$45.16	\$47.42	\$49.79	\$52.28	\$54.90	\$57.64	\$60.52

Effective the first full pay period of Fiscal Year 2016-17, beginning after July 1, 2016, –
July 11, 2016

City of South Pasadena Agenda Report

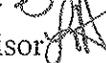
*Diana Mahmud, Mayor
Michael A. Cacciotti, Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Sheila Pautsch, Community Services Director 
Lucy Hakobian, Community Services Supervisor 

SUBJECT: **Award of Contract to K.C. Restoration Co., Inc. in the Amount of \$83,490 for the Meridian Iron Works Museum Exterior Painting Project**

Recommendation

It is recommended that the City Council

1. Accept a bid dated June 3, 2016, from K.C. Restoration Co., Inc. (Contractor), for the Meridian Iron Works Museum Exterior Painting Project (Project);
2. Reject all other bids received; and
3. Approve a budget transfer of \$26,490 from Account #101-9000-9313-9313 to Account #101-9000-9326-9326; and
4. Authorize the City Manager to enter into a contract with K.C. Restoration Co., Inc. (Contractor), for a not-to-exceed amount of \$83,490.

Fiscal Impact

There is approved funding allocated for this project in the amount of \$72,000 in Account No. 101-9000-9326-9326. \$15,000 was used to hire an Architectural Historian (Consultant). The Consultant assisted with the preparation of the Request for Proposal(RFP) and evaluation of proposals received. The remaining balance of \$57,000 will be applied towards the project. In Fiscal Year (FY) 2015-16, \$50,000 was allocated to Account #101-9000-9313-9313 for the Library Community Room AV System, of which only \$4,400 was spent. That project is being re-allocated to FY 2016-17 as it was not completed in this current fiscal year. To proceed with and complete the Meridian Iron Works Museum Exterior Painting Project, staff is requesting an additional amount of \$26,490 and a budget transfer of from Account No. 101-9000-9313-9313 to Account No. 101-9000-9326-9326.

Commission Review and Recommendation

The Cultural Heritage Commission (CHC) at its April 21, 2016 meeting reviewed this matter. Their recommendations are detailed within the RFP.

Background

The Meridian Iron Works Museum is a significant historic building, and care shall be taken to treat it according to established preservation concepts and practices. The building was constructed by at least 1887, so it is close to 129 years old. It is among a small number of comparably old wood frame buildings in the city and represents the earliest type of structures seen in the town's commercial district before the turn of the twentieth century. It was constructed as a general store with lodging rooms on the second floor and has been used for a variety of purposes over the years. In 1943, this and adjacent utility structures, now demolished, became the site of a business known as Meridian Iron Works, which remained through the 1970s. The City of South Pasadena (City) acquired the property due to its age and significance as a resource for community history, undertaking an extensive rehabilitation in 1986. The City for many years has leased the property to the South Pasadena Preservation Foundation for use as a local history museum. Meridian Iron Works Museum is designated as South Pasadena Landmark #5 and was listed in the National Register of Historic Places in 1982 as a contributing property in the South Pasadena Business (Historic) District.

The Community Services Department (Department) solicited proposals for a consultant to assist with the exterior rehabilitation of the Project. The Department contracted with Architectural Resources Group (Consultant), to assist with the historic preservation planning and full architectural services. Consultant assisted the City in writing the RFP. Consultant also researched the physical and use history of the facility through photographs, City directories, City documents, and other local, published and online resources. Site visits were conducted to include photo documentation. The Project is a rare and important historic resource for the City and the City's goal is that its rehabilitation proceeds according to recognized preservation practices. A presentation was made to CHC to receive feedback and ensure proper monitoring of the Project. Construction monitoring will be conducted by Consultant to answer questions and provide guidance during the construction as needed to ensure compliance with the Secretary of the Interior's Standards for Rehabilitation. Consultant will also assist in the selection process to ensure contractor demonstrates experience with historic preservation projects and technical understanding of historic preservation treatments.

Analysis

Sealed bids were solicited from various professionals who have demonstrated experience with historic preservation projects. Eleven attendees attended a Pre-Bid Meeting, which was held on Wednesday, May 25, 2016.

On June 3, 2016, the Office of the City Clerk conducted a bid opening and received and opened six bids. Staff has checked the Contractor's references, and their work was verified to be of good quality. Similar projects were satisfactorily completed for other agencies, including the Union Station, Heritage Square, Lincoln Place Apartments, Huntington-Restoration of historic gallery, and private homes. In addition, the Contractor's license has been verified to be currently valid and in good standing. Staff and Consultant have analyzed the bid and is recommending the award of contract to K.C. Restoration Co., Inc. Contractor has demonstrated an understanding of the Project, possesses

good experience, has a team of qualified specialists trained under the guidelines of the American Institute of Conservation Code of Ethics and the Secretary of the Interior's Standards for the Treatment of Historic Properties. At the approval of the project, it is anticipated that the project will be completed by Fall 2016.

<i>Contractor</i>	<i>Total Project Cost</i>
Bielski Specialty Services, Inc.	\$41,550
K.C. Restoration Co., Inc.	\$83,490
Legacy Historic Restoration Inc.	\$87,592
Spectra Company	\$146,380
Robie Construction	\$170,350
Painting & Décor, Inc.	\$179,900

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Agreement
2. Bid Proposal

This page intentionally left blank.

ATTACHMENT 1
Agreement

CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 2016, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and K.C Restoration Co. Inc., "CONTRACTOR."

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

1. Contract Documents. The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (**Project No. 2016MIW**), Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Standard Specifications, Special Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto.

2. Scope of Services. 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: Meridian Iron Works Museum Exterior Painting Project- Project No. 2016MIW all in accordance with the Contract Documents and Contractor's Proposal dated June 3, 2016.

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. Compensation. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of \$83,490

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

4. Time for Completion. CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) 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 within 120 calendar days from the date the Notice to Proceed is issued.

5. Time is of the Essence. 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. Prevailing Wages Required. 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, \$200.00 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. 8-Hour Day. 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 \$200.00 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. Workers Compensation. 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. Bonds. 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.

10. Arbitration. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation.

This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

11. Prompt Payment. This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

12. Securities for Retentions. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

13. Registration with DIR. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal and prior to performing any work. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. Subcontractor Eligibility. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

15. Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

16. Records. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.

17. Indemnity. To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless CITY, its authorized

representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is s adjudicated to have been non-negligent.

CONTRACTOR shall not be required to defend or indemnify CITY for liabilities caused by the sole active negligence or willful misconduct of CITY.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

IN WITNESS WHEREOF, the said CONTRACTOR and the 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 SOUTH PASADENA

Sergio Gonzalez, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, CITY CLERK

Teresa Highsmith, CITY ATTORNEY



K.C. Restoration

HISTORICARCHITECTURALRESTORATION

June 3, 2016

To: City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Attn: Honorable Mayor and Members of the City Council

Subj: Meridian Iron Works Museum Exterior Painting Project

Thank you for the opportunity to bid on the historic restoration work at the Meridian Iron Works Museum.

K.C. Restoration, founded in 1990, is a family-owned and operated company in Gardena, CA. We are fully licensed, bonded and insured. Our team of qualified specialists are trained in the conservation of cultural materials under the guidelines of the American Institute of Conservation Code of Ethics and the Secretary of the Interior's Standards for the Treatment of Historic Properties.

We pride ourselves on our professional and ethical service, providing the highest quality of work, attention to detail, and executing the best possible project for our clients. As such, we are concerned about our ability to provide a high quality and long-lasting paint job with the current specifications. Section 2.1 of the Technical Provisions describe the surface preparation for the structure, noting to "mechanically scrape or sand off loose paint in all necessary areas in order to ensure proper paint adhesion." The paint coating on South elevation of the building is in particularly bad condition with an estimated 25% of the surface currently peeling, and it is likely to continue to deteriorate and peel. We are skeptical that removal of only the loose and flaking paint will be adequate in preparing the substrate to receive new primer and paint that would resist peeling of more than a year.

Although we have bid it per the specifications, we highly recommend complete removal of severely deteriorated paint surface (at least at the South Elevation), application of wood consolidant (such as Abitron LiquidWood), and then prime and paint the entire surface. This would ensure not only the longevity of the new paint coating, but also the preservation of the underlying original wood substrate.

This page intentionally left blank.

ATTACHMENT 2
Bid Proposal

BID PROPOSAL

CITY OF SOUTH PASADENA
1414 MISSION STREET
SOUTH PASADENA, CALIFORNIA 91030

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

Company K.C. Restoration Co., Inc.

Business Address 1514 W 130th St., Gardena, CA 90249

Telephone No. 310-280-0597 State Contractor's License No. 637240

The undersigned declares that careful examination of the location of the proposed work, the Plans, the Specifications, and the Contract Documents has been made and hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to do all work required and to complete said work within **forty five (45) calendar days** after the commencement date stated in the Notice to Proceed. All work shall be performed on the project named below in accordance with the Plans, Specifications, and Contract Documents, for the unit or lump sum prices set forth in the following schedule:

The undersigned, having carefully examined the scope of work for

Meridian Iron Works Museum Exterior Painting Project

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the following unit prices. Refer to Appendix "A", The Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Rehabilitation, 1995.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
1.0	Mobilization/Demobilization (Not to Exceed 5% of Total Contract)	1	LS	\$ 7,500	\$ 7,500
2.0	Surface Preparation-Demolition- Debris Removal and Disposal	1	LS	\$ 32,250	\$ 32,250
3.0	Wood Siding and Trim Repair	1	LS	\$ 4,250	\$ 4,250
4.0	Wood Siding and Trim Replacement	1	LS	\$ 5,800	\$ 5,800
5.0	Application for Sealant & Patch Materials	1	LS	\$ 4,000	\$ 4,000
6.0	Application of Primer and Paint	1	LS	\$ 22,750	\$ 22,750
7.0	Wood Door & Window Repair	1	LS	\$ 4,000	\$ 4,500
8.0	New Wood Windows	1	LS	\$ 2,940	\$ 2,940

TOTAL PROJECT COST IN FIGURES \$ 83,490

TOTAL PROJECT COST IN WORDS EIGHTY-THREE THOUSAND,
FOUR HUNDRED NINETY

The undersigned bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "none".

List of Addendum Received: N/A

Signature of Bidder 

TYPE OF ORGANIZATION: INDIVIDUAL
 PARTNERSHIP
 CORPORATION

If bidder is an individual, so state. If bidder is a Firm or Co-Partnership, state the firm name and give the names of all individual co-partners composing the firm. If bidder is a Corporation, state legal name of corporation, also names of President, Secretary, Treasurer, and Manager thereof.

Firm Name / Corporation Name: K.C. Restoration Co., Inc.

Carolyn Lehne, President
Katherine Lehne, Vice President and
Steve Lehne, secretary

(Insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, and agreements of any nature or sort whatsoever.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The bidder agrees that in case of not executing the required contract within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature.

The bidder also certifies that the bid is a balanced bid. In accordance with Section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

It is understood and agreed that:

- (1.) After the bid has been accepted, the designated contractor shall attend a pre-job conference. The contractor shall be informed of said time and location.
- (2.) No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (3.) The City will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (4.) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.
- (5.) In case of a discrepancy between words and figures, the figures shall prevail, and in case of a discrepancy between unit price and totals, the unit prices shall prevail.

DESIGNATION OF SUB-CONTRACTORS

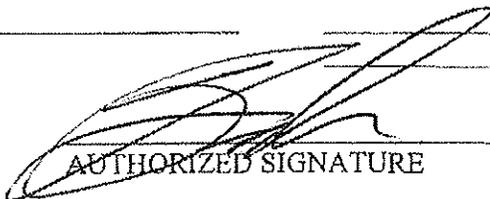
Meridian Iron Works Museum Exterior Painting Project

As required by State Law, the General Contractor bidding will hereinafter state the subcontractor on the job for each particular trade or subdivision of the work in excess of one-half percent of the total bid price and will state the first name and principal location of mill, ship, plant or office of each. Where no subcontractor is listed for a particular phase of the work, it is understood that the General Contractor will perform the work. No changes or substitutions may be made in these subcontractors except upon the prior approval of the City.

The undersigned certifies that the bids of the following listed subcontractors were used in producing the bid, and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the City Engineer, and in accordance with the applicable provisions of the Specifications for the following Work of Improvements:

ITEM OF WORK	% OF TOTAL CONTRACT	SUB-CONTRACTOR NAME ADDRESS & TELEPHONE NO.
1. <u>ABATEMENT</u>	<u>32%</u>	<u>CASTLEROCK ENVIRONMENTAL</u> <u>10400 Painter Ave.</u> <u>Santa Fe Springs, CA 90670</u> <u>562-941-9244</u>
2. _____	_____	_____
3. <u>SCAFFOLD</u>	<u>9%</u>	<u>COMMERCIAL SCAFFOLDING OF CA</u> <u>14928 S. Maple Ave.</u> <u>Gardena, CA 90248</u> <u>310-324-7004</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

K.c. Restoration
BIDDER'S NAME


AUTHORIZED SIGNATURE

6/2/2016
DATE

TECHNICAL ABILITY AND EXPERIENCE

Meridian Iron Works Museum Exterior Painting Project

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the City Council to judge of his responsibility, experience, skill and business and financial standing. Please identify projects for Local Historic Landmarks or equivalent. Additional numbered pages outlining this portion of the proposal may be attached to this page.

REFERENCES:

1. Name of City or Business Bernards Builders
Contact Person & Phone No. Sumesh Behl 818-898-1521
Project Name & Description Lincoln Place Apartments - ^{6,000}wood windows restored
Date Completed 2014 Total Contract Amount \$ 6,800,000
2. Name of City or Business Earl corp. / Huntington
Contact Person & Phone No. Peter Fisk 626-334-6100 / Jerry Eaton 626-39-9147
Project Name & Description Huntington - Restoration of historic gallery
Date Completed 2008 Total Contract Amount \$ 2,400,000
3. Name of City or Business Preservation Arts
Contact Person & Phone No. Charles Kibby 310-877-3112
Project Name & Description Heritage Square - Repaint historic carriage
Date Completed 2011 Total Contract Amount \$ 50,000
4. Name of City or Business _____
Contact Person & Phone No. Steve Searock 818-269-2921
Project Name & Description Private Home - Repaint wood siding (historic)
Date Completed 2016 Total Contract Amount \$ 12,000
5. Name of City or Business City of Monrovia
Contact Person & Phone No. Jeremiah Petsos ⁶²⁶⁻⁹³²⁻⁸⁵⁴¹
Project Name & Description Monrovia City Hall Annex Wood Stripping, testing and maintenance
Date Completed 2015 Total Contract Amount \$ 1200

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

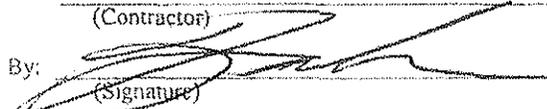
The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

DATE: 6/2/2016

K.C. Restoration Co. Inc.
(Contractor)

By:


(Signature)
Secretary
(Title)

Attest:

By:


(Signature)
Project Manager
(Title)

SPECIFICATIONS

DEFINITION

The Contract Documents control construction, work performed, and materials furnished hereunder. The Contract Documents include the Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Bid Proposal, Contract/Agreement, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, the Special Provisions which supplement or modify the Standard Specifications, the Technical Provisions, Plans, and Standard Plans.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

The State of California Department of Transportation Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, and the Los Angeles County Department of Public Works Standard Plans are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

The section and subsection numbering system used in these Special Provisions and Technical Provisions corresponds to that used in the Standard Specifications.

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

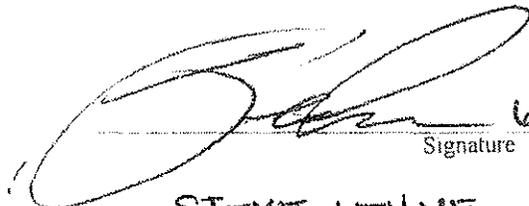
The undersigned declares:

I am the Secretary of K.C. Restoration Co. Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/2/2016 [date], at Gardena [city], CA [state]."


Signature DATE 6/2/2016
STEVE LEHNE
Printed Name of Signatory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused, in whole or in part, by "your work" or out of premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP 03
9111121-15
RENEWAL
SC
3-18-09-60
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE SEPTEMBER 1, 2015 AT 12.01 A.M.
AND EXPIRING SEPTEMBER 1, 2016 AT 12.01 A.M.

ALLEFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

K C RESTORATION, INC.
5912 BLACKWELDER ST
CULVER CITY, CA 90232

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: SEPTEMBER 2, 2015

Kent R. Van... [Signature]
AUTHORIZED REPRESENTATIVE

11-26

Vernon Steiner [Signature]
PRESIDENT AND CEO

STANDARD SPECIFICATIONS

PART 1

GENERAL PROVISIONS

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

INTRODUCTION

These Specifications include the Standard Specifications, the Special Provisions which supplement or modify the Standard Specifications, the Technical Provisions, Plans, and Standard Plans.

The Standard Specifications are as set forth in the latest edition of the Standard Specifications for Public Works Construction (also referred to as the “Greenbook”), excluding Part 1, but including the remaining parts and any related supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

The State of California Department of Transportation Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, and the Los Angeles County Department of Public Works Standard Plans are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern.

1-1 TERMS – Unless otherwise stated, the words *directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory*, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1-2 DEFINITIONS

Acceptance – The formal written acceptance by the Agency of the completed project.

Addendum – The modification of the plans and/or specifications issued to all prospective Bidders during the period when necessary to change, correct, clarify or further define any phase of the work.

Agency – City of South Pasadena.

Agreement – See Contract.

Approved Equal – or words of like import refer to and indicate material that has been approved by the City Engineer as similar and equal in all respects and acceptable for use in lieu of the particular materials as specified herein. No "approved equal" material shall be used in any of the work unless approved to use it is first obtained in writing from the City Engineer. The City reserves the right to reject any and all materials, either before or

after installation that are not specified or approved by the City Engineer in writing. In all cases where proprietary articles are specified, it is the intent of these specifications to permit the use of approved equals, unless specifically prohibited. Requests for "Approved Equal" status for proposed substitutions shall be submitted within ten (10) days after the award of the contract. Such requests shall include substantiating data and the proposed credit to the contract price for the use of such substitution, should it be approved.

Approved, Required, Directed – or words of similar import, refer to and indicate that the work or materials shall be “approved,” “required,” or “directed” by the City of South Pasadena or its duly authorized representative.

Assessment Act Contract – A Contract financed by special assessments

Base – A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

Bid – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Board – City Council of the City of South Pasadena.

Bond – Bid, performance, or payment bond or other instrument of security.

Cash Contract – A Contract financed by means other than special assessments.

Change Order – A written order to the Contractor signed by the Agency directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the Contractor.

City – City of South Pasadena

City Council – The body constituting the awarding authority of the City, namely the City Council of the City of South Pasadena.

Code – The terms *Government Code*, *Labor Code*, etc., refer to codes of the State of California.

Contract – The written agreement between the Agency and the Contractor covering the Work.

Contract Documents – As listed in paragraph 1 of the Contract/Agreement.

Contractor – The person or persons, co-partnership or corporation, private or municipal, who have entered into contract for this work as parties or party of the second part of his or her legal representatives.

Contract Price – The total amount of money for which the Contract is awarded.

Contract Unit Price – The amount stated in the Bid for a single unit of an item of work.

County Sealer – The Sealer of Weights and Measures of the county in which the Contract is let.

Day – Working day, except as otherwise provided.

Days – Days shall mean consecutive calendar's days unless otherwise specified.

Department of Public Works or Department – City of South Pasadena Public Works Department.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually 48 hours or two working days) prior to the commencement of the contemplated action. Notification may be from City to Contractor or from Contractor to City.

Electrolier – Street light assembly complete, including foundation, standard, luminaire arm, luminaire, etc.

Engineer – The City Engineer of the City of South Pasadena, acting either directly or through authorized agent.

Geotextile – Synthetic fiber used in civil engineering applications, serving the primary functions of separation and filtration.

House Connection Sewer – A sewer, within a public street or right-of-way, proposed to connect any parcel, lot or part of a lot with a mainline sewer.

House Sewer – A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Laboratory – Any laboratory of a public agency or a recognized commercial testing laboratory approved by CDHS.

Luminaire – The lamp housing including the optical and socket assemblies (and ballast if so specified).

Luminaire Arm – The structural member, bracket, or mast arm, which, mounted on the standard, supports the luminaire.

Modification – Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Notice of Award – The written notice by the Agency to the successful Bidder stating that upon compliance by it with the required conditions, the Agency will execute the Contract.

Notice to Proceed – A written notice given by the Agency to the Contractor fixing the date on which the Contract time will start.

Owner – City of South Pasadena.

Person – Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans – The drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, or details of the Work.

Private Contract – Work subject to Agency inspection, control, and approval, involving private funds, not administered by the Agency.

Prompt – The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Proposal – See Bid.

Reference Specifications – Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.

Roadway – The portion of a street reserved for vehicular use.

Service Connection – Service connections are all or any portion of the conduit, cable, or duct, including meter, between a utility distribution line and an individual consumer.

Sewer – Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Special Provisions – Additions and revisions to the Standard Specifications setting for the conditions and requirements peculiar to the Work.

Specifications – Standard Specifications, Reference Specifications, Special Provisions, and specifications in Supplemental Agreements between the Contractor and the Board.

Standard – The shaft or pole used to support street lighting luminaire, traffic signal heads, mast arms, etc.

Standard Plans – Details of standard structures, devices, or instructions referred to on the Plans or in Specifications by title or number.

Standard Specifications – The Standard Specifications for Public Works Construction (SSPWC), the “Greenbook”.

State – State of California.

Storm Drain – Any conduit and appurtenances intended for the reception and transfer of storm water.

Street – Any road, highway, parkway, freeway, alley, walk, or way.

Subbase – A layer of specified materials of planned thickness between a base and the subgrade.

Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Subgrade – For roadways, that portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of other materials is placed. For structures, the soil prepared to support a structure.

Supervision – Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the Agency in becoming a party to the Contract. Except as

specifically stated herein, supervision by the Agency shall not mean active and direct superintendence of details of the Work.

Supplemental Agreement – A written amendment of the Contract Documents signed by both parties.

Surety – Any individual, firm, or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

Tonne – Also referred to as “metric ton”. Represents a unit of measure in the International System of Units equal to 1,000 kilograms.

Utility – Tracks, overhead or underground wires, pipeline, conduits, ducts, or structures, sewers, or storm drains owned, operated, or maintained in or across a public right of way or private easement.

Work – That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

1-3 ABBREVIATIONS

SSPWC	Standard Specifications for Public Works Construction, latest edition, including all amendments
AGC	Associated General Contractors of America
APWA	American Public Works Association
ASA	American Standards Association
BGS	Below Ground Surface
BMP	Best Management Practices
CALTRANS	State of California Department of Transportation or DOT
CITY W	City Water
CDHS	California Department of Health Services
LACDPW	Los Angeles County Department of Public Works
LACSD	County Sanitation Districts of Los Angeles County
NPDES	National Pollutant Discharge Elimination System
PTT	Pacific Telephone and Telegraph Company
SCG	Southern California Gas Company
SCE	Southern California Edison Company
SWPPP	Storm Water Pollution Prevention Plan
WWECP	Wet Weather Erosion Control Plan

1-4 UNITS OF MEASURE

1-4.1 General. The International System of Units, also referred to as SI or the metric system, is the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents. U.S. Standard Measures, also called U.S. Customary System, are included in parenthesis. SI units and U.S. Standard Measures in parenthesis may or may not be exactly equivalent. If U.S. Standard Measures are specified for use in the contract documents, then all values used for construction shall be U.S. Standard Measures shown in parenthesis. However, certain materials specifications and test requirements contained herein use SI units specifically and conversions to U.S. Standard Measures have not

been included in these circumstances. When U.S. Standard Measures are not included in parenthesis, then the SI units shall control.

Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.

1-4.2 Units of Measure and Their Abbreviations.

U.S. Customary Unit (Abbreviations)	Equal To	SI Unit (Abbreviations)
1 mil (= 0.0001 in)		25.4 micrometer (μm)
1 inch (in)		25.4 millimeter (mm)
1 inch (in)		2.54 centimeter (cm)
1 foot (ft)		0.3048 meter (m)
1 yard (yd)		0.9144 meter (m)
1 mile (mi)		1.6093 kilometer (km)
1 square foot (ft^2)		0.0929 square meter (m^2)
1 square yard (yd^2)		0.8361 square meter (m^2)
1 cubic foot (ft^3)		0.0283 cubic meter (m^3)
1 cubic yard (yd^3)		0.7646 cubic meter (m^3)
1 acre		0.4047 hectare (ha)
1 U.S. gallon (gal)		3.7854 Liter (L)
1 fluid ounce (fl. oz.)		29.5735 milliliter (mL)
1 pound mass (lb) (avoirdupois)		0.4536 kilogram (kg)
1 ounce mass (oz)		0.02835 kilogram (kg)
1 Ton (= 2000 lb avoirdupois)09072 Tonne (= 907 kg)
1 Poise		0.1 pascal second ($\text{Pa} \cdot \text{s}$)
1 centistoke (cs)		1 square millimeters per second (mm^2/s)
1 pound force (lbf)		4.4482 Newton (N)
1 pounds per square inch (psi)		6.8948 Kilopascal (kPa)
1 pound force per foot (lbf/ft)		1.4594 Newton per meter (N/m)
1 foot-pound force (ft-lbf)		1.3558 Joules (J)
1 foot-pound force per second ([ft-lbf]/s)		1.3558 Watt (W)
1 part per million (ppm)		1 milligram /liter (mg/L)

Temperature Units and Abbreviations

Degree Fahrenheit (°F):

$$^{\circ}\text{F} = (1.8 \times ^{\circ}\text{C}) + 32$$

Degree Celsius (°C):

$$^{\circ}\text{C} = (^{\circ}\text{F} - 32) / 1.8$$

SI Units (abbreviation) Commonly Used in Both Systems

1 Ampere (A)

1 Volt (V)

1 Candela (cd)

1 Lumen (lm)

1 second (s)

Common Metric Prefixes

kilo (k)	10^3
centi (c)	10^{-2}
milli (m)	10^{-3}
micro (μ)	10^{-6}
nano (n)	10^{-9}
pico (p)	10^{-12}

1-5 SYMBOLS.

Δ	Delta, the central angle or angle between tangents
\sphericalangle	Angle
%	Percent
'	Feet or minutes
“	Inches or seconds
¹	Number
/	per or (between words)
°	Degree
PL	Property line
CL	Centerline
SL	Survey line or station line

SECTION 2 – SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT. Award and execution of Contract will be as provided for in the Specifications, Instructions to Bidders, or Notice Advertising for Bids. By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

2-2 ASSIGNMENT. No Contract or portion thereof may be assigned without consent of the Board, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law. Any assignment of money shall be subject to all property withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

2-3 SUBCONTRACTS.

2-3.1 General. Each Bidder shall comply with the Chapter of the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set for the in the Bid, as provided in 4104:

“(a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor’s total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000), whichever is greater.”

“(b) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his bid.”

If the Contractor fails to specify a Subcontractor, or specifies more than one Subcontractor for the same portion of the work to be performed under the Contract (in excess of one-half of 1 percent of the Contractor’s total Bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself, except as otherwise provided in the Code.

As provided in Section 4107, no Contractor whose Bid is accepted shall substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except for causes and by procedures established in Section 4107.5. This section provides procedures to correct a clerical error in the listing of a Subcontractor.

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the Contractor a penalty in an amount of not more than 10 percent of the subcontract involved, after a public hearing.

Contractor may not employ any Subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7. **2-3.2 Additional Responsibility.** The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.

2-3.3 Status of Subcontractors. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.

2-4 CONTRACT BONDS. Before execution of the Contract, the Bidder shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds shall be issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Materials and Labor Bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of materials suppliers and mechanics and laborers employed by it on the Work, The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the Agency and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the Contract Price to guaranty faithful performance of all work, within the time prescribed, in manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods set forth in the Contract.

Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from the Agency.

Should any Surety at any time be unsatisfactory to the Board, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the Board.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

The performance bond shall remain in effect at least until the date of acceptance by the Agency, unless the Engineer allows the date of substantial completion, or except as otherwise provided. The payment bond shall remain in effect until the Agency makes the final payment including retention that is due to the contractor.

The contractor warrants and guarantees to the Agency that all work will not be defective. Therefore, the contractor shall furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater, before the contract payment bond may be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of acceptance of the work by the Agency.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. The Contractor shall keep at the Work site a copy of the Plans and Specifications, to which the Engineer shall have access at all times.

The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans, or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.

The Plans shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.

The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work site prior to submitting the Bid.

Existing improvements visible at the Work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the Contractor.

The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. Changes shall not be made to any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents." Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the CONTRACTOR shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

2-5.2 Precedence of Contract Documents. If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

- 1) Permits issued by jurisdictional regulatory agencies.
- 2) Change Orders and/or Supplemental Agreements; whichever occurs last.
- 3) Contract/Agreement
- 4) Addenda.
- 5) Bid/Proposal.
- 6) Technical Provisions
- 7) Special Provisions.
- 8) Plans.
- 9) Standard Plans.
- 10) Standard Specifications.
- 10) Reference Specifications.

Detail drawings take precedence over general drawings.

2-5.3 Submittals.

2-5.3.1 General. Submittals shall be provided, at the Contractor's expense, as required in 2-5.3.2, 2-5.3.3 and 2-5.3.4, when required by the Plans or Special Provisions, or when requested by the Engineer.

Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed, before the required submittals have been reviewed and accepted by the Engineer. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.3.2 Working Drawings. Working drawings are drawings showing details not shown on the Plans which are required to be designed by the Contractor. Working drawings shall be of a size and scale to clearly show all necessary details.

Six copies and one reproducible shall be submitted. If no revisions are required, three of the copies will be returned to the Contractor. If revisions are required, the Engineer will return one copy along with the reproducible for resubmission. Upon acceptance, the Engineer will return two of the copies to the Contractor and retain the remaining copies and the reproducible.

Working drawings are required in the following subsections:

[table of working drawings]

Working drawings listed above as Items [insert #s] shall be prepared by a Civil or Structural Engineer registered by the State of California.

2-5.3.3 Shop Drawings. Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings required shall be as specified in the Special Provisions.

2-5.3.4 Supporting Information. Supporting information is information required by the Specifications for the purposes of administration of the Contract, analysis for verifications of conformance with the Specifications, the operation and maintenance of a manufactured product or system to be constructed as part of the Work, and other information as may be required by the Engineer. Six copies of the supporting information shall be submitted to the Engineer prior to the start of the Work unless otherwise specified in the Special Provisions or directed by the Engineer. Supporting information for systems shall be bound together and include all manufactured items for the system. If resubmittal is not required, three copies will be returned to the Contractor. Supporting information shall consist of the following and is required unless otherwise specified in the Special Provisions:

- 1) List of Subcontractors per 2-3.2.
- 2) List of Materials per 4-1.4.
- 3) Certifications per 4-1.5.

- 4) Construction Schedule per 6-1.
- 5) Confined Space Entry Program per 7-10.4.4.
- 6) Concrete mix designs per 201-1.1
- 7) Asphalt concrete mix designs per 203-6.1.

8) Data, including, but not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information is required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

2-6 WORK TO BE DONE. The Contractor shall perform all work necessary to complete the Contract in a satisfactory manner. Unless otherwise provided, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work.

Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals or trade literature), such recommendations or instructions shall be compiled with except where the contract documents specifically require deviations.

2-7 SUBSURFACE DATA. All soil and test hole data, water table elevations, and soil analyses shown on the drawings or included in the Specifications apply only at the location of the test holes and to the depths indicated. Soil test reports for test holes which have been drilled are available for inspection at the office of the Engineer. Any additional subsurface exploration shall be done by Bidder or the Contractor at their own expenses.

2-8 RIGHT-OF-WAY. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the Agency. Unless otherwise provided, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all claims for damages caused by such actions.

When the contractor arranges for additional work areas and facilities temporarily required by him, he shall provide the City with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers. The contractor shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks. The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer or the owner on Private Contracts. The Contractor shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

2-9.2 Survey Service.

The Contractor shall furnish all labor, materials, equipment, and services, and be responsible for all surveying, staking, and layout necessary for the construction of the improvements. Consequently, any reference to the Engineer providing such services shall be disregarded.

Lines and grades for construction shall be the responsibility of the Contractor. All work under this contract shall be built in accordance with the lines and grades shown on the plans. Staking shall be performed on all items ordinarily requiring grade and alignment at intervals normally accepted by the agencies and trade involved.

The contractor is responsible for locating and tying existing survey monuments and centerline points prior to construction, reestablishing such monuments or points after construction, and filing a Corner Record with the County Surveyor before the project may be considered for acceptance by the agency.

All such surveys, including construction staking, shall be under the supervision of a California-Licensed Land Surveyor or Civil Engineer authorized to perform surveying.

The Contractor shall provide a copy of the office calculations and grade sheets to the Owner's Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

The contractor shall cover the cost of the survey service, which is considered incidental work, and no additional compensation will be allowed therefore.

2-9.3 Private Engineers. Surveying by private engineers on the Work shall conform to the quality and practice required by the Engineer.

2-9.4 Line and Grade. All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The Contractor shall transfer them to the bottom of the trench.

2-10 AUTHORITY OF BOARD AND ENGINEER. The Board has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The Contractor shall promptly comply with instructions from the Engineer or an authorized representative.

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of materials, equipment, or work; execution, progress or sequence of work; and interpretation of the Plans, Specifications, or other drawings. This shall be precedent to any payment under the Contract, unless otherwise ordered by the Board.

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

2-11 INSPECTION. The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer before noon of the working day before inspection is required. Work shall be done only in the presence of the Engineer, unless otherwise authorized. Any work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the project site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

The City may provide inspection for an 8-hour day and 40-hour week for normal working days. Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

SECTION 3 – CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. Changes in the Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the Agency, may be granted by the Engineer. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

3-1.2 Payment for Changes Requested by the Contractor. If such changes are granted, they shall be made at a reduction in cost or no additional cost to the Agency.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. The Agency may change the Plans, Specifications, character of the work, or quantity of work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and Agency, unless both parties agree to proceed with the change by Change Order.

Change Orders shall be in writing and state the dollar value of the change or establish the method of payment, any adjustment in the Contract time of completion, and when negotiated prices are involved, shall provide for the Contractor's signature indicating acceptance.

3-2.2 Contract Unit Prices.

3-2.2.1 General. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

If the actual quantity of an item of work covered by Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 25 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of said item of work varies from the Bid quantity by more than 25 percent, payment will be made per 3-2.2.2 or 3-2.2.3 as appropriate.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 3-2.4.

3-2.2.2 Increases of More than 25 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per 3.3.

The Extra Work per 3-3, basis of payment, shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 125 percent of the Bid quantity at the Contract Unit Price.

3-2.2.3 Decreases of More Than 25 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per 3.3; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 75 percent of the Bid quantity at the Contract Unit Price.

3-2.3 Stipulated Unit Prices. Stipulated Unit Prices are unit prices established by the Agency in the Contract Documents. Stipulated Unit Prices may be used for the adjustment of Contract changes when so specified in the Special Provisions.

3-2.4 Agreed Prices. Agreed Prices are prices for new or unforeseen work, or adjustments in Contract Unit Prices per 3-2.2, established by mutual agreement between the Contractor and the Agency. If mutual agreement cannot be reached, the Engineer may direct the Contractor to proceed on the basis of Extra Work in accordance per 3-3, except as otherwise specified in 3-2.2.2 and 3-2.2.3.

3-2.5 Eliminated Items. Should any Bud item be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.

If material conforming to the Plans and Specifications is ordered by the Contractor for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for the material cannot be canceled, payment will be made to the Contractor for the actual cost of the materials. In this case, the material shall become the property of the Agency. Payment will be made to the Contractor for its actual costs for any further handling. If the materials is returnable, the materials shall be returned and payment will be made to the Contractor for the actual cost of charges made by the supplier for returning the material and for handling by the Contractor.

Actual costs, as used herein, shall be computed on the basis of Extra Work per 3-3.

3-3 EXTRA WORK.

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or shall be paid on force account. Work involving contract unit prices, the contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

3-3.1 General. New or unforeseen work will be classified as “extra work” when the Engineer determines that it is not covered by the Contract Unit Prices or stipulated unit prices.

3-3.2 Payment.

3-3.2.1 General. When the price for the extra work cannot be agreed upon, the Agency will pay for the extra work based on the accumulation of costs as provided herein.

3-3.2.2 Basis for Establishing Costs.

(a) Labor. The costs of labor will be the actual costs for wages of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collection bargaining agreements.

The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work will be paid.

Nondirect labor costs, including superintendence, shall be considered part of the markup of 3-3.2.3(a).

(b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight, and delivery.

The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any materials provided by the Agency.

(c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Agency than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site, at no expense to the Agency.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the Work site shall be the duration of its use on the extra work. This time begins when equipment is first put into actual operation on the extra work, plus the time required to move it from its previous site and back, or to a closer site.

(d) Other Items. The Agency may authorize other items which may be required on the extra work, including labor, services, materials, and equipment. These items must be different in their nature from those required for the Work, and be of a type not ordinarily available from the Contractor or Subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

(e) Invoices. Vendors' invoices for materials, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the Agency may establish the cost of the item involved at the lowest price which was current at the time of the report.

3-3.2.3 Markup.

Markup limited to:

Labor	20 %
Materials	15 %
Equipment Rental	15 %
Other	15 %

(a) Work by Contractor. Unless otherwise provided in the Special Provisions, a reasonable allowance for overhead and profit shall be added to the Contractor's costs as determined under 3-3.2.2 and shall constitute the markup for all overhead and profit on work by the Contractor. The Contractor shall also be compensated for the actual increase in the Contractor's bond premium caused by the extra work.

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's costs

as determined under 3-3.2.2. Unless otherwise provided in the Special Provisions, a reasonable allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the Contractor on work by the Subcontractor.

3-3.3 Daily Reports by Contractor. When the price for the extra work cannot be agreed upon, the Contractor shall submit a daily report to the Engineer on forms approved by the Agency. Included are applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

1. Show names of workers, classifications, and hours worked.
2. Describe and list quantities of materials used.
3. Show type of equipment, size, identification number, and hours of operations, including loading and transportation, if applicable.
4. Describe other services and expenditures in such detail as the Agency may require.

3-4 CHANGED CONDITIONS. The Contractor shall promptly notify the Engineer of the following Work site conditions (hereinafter called changed conditions), in writing, upon their discovery and before they are disturbed.

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the Contract which the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and will materially affect costs, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with 3-2.2. If the Engineer determines that conditions are changed conditions and they will materially affect performance time, the Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of 6-6.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the Contractor will be notified in writing. This notice will also advise the Contractor of its obligation to notify the Engineer in writing if the Contractor disagrees.

Should the Contractor disagree with the decision, it may submit a written notice of potential claim to the Engineer before commencing the disputed work. In the event of such a dispute, the Contractor shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all work to be performed under the Contract. However, the Contractor shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes and protests between the contracting parties. The Contractor shall proceed as provided in 3-5.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

3-5 DISPUTED WORK. If the Contractor and the Agency are unable to reach agreement on disputed work, the Agency may direct the Contractor to proceed with the work. Payment shall be as later determined by mediation or arbitration, if the Agency and Contractor agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 3-3.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. All materials, parts, and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted standards. Materials and work quality shall be subject to the Engineer's approval.

Materials and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the contractor, at its expense, when so directed by the Engineer.

If the Contractor fails to replace any defective or damaged work or materials after reasonable notice, the Engineer may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

4-1.2 Protection of Work and Materials. The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

The Contractor shall not, without the Agency's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract.

4-1.3 Inspection Requirements.

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

4-1.3.1 General. Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations.

Steel pipe in sizes less than 450 mm (18 inches) and vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the specifications, subject to sampling and testing by the Agency. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the job site only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this section.

4-1.3.2 Inspection of Materials Not Locally Produced. When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 80 km (50 miles) outside the geographical limits of the Agency, an inspector or accredited testing laboratory (approved by the Engineer), shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the Plans and Specifications. The contractor shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the approved agent. Approval by said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-1.3.3 Inspection by the Agency. The Agency will provide all inspection and testing laboratory services within 80 km (50 miles) of the geographical limits of the Agency. For private contracts, all costs of inspection at the source, including salaries and mileage costs, shall be paid by the permittee.

4-1.4 Test of Materials. Before incorporation in the Work, the Contractor shall submit samples of materials, as the Engineer may require, at no cost to the Agency. The Contractor, at its expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Unless otherwise provided, all initial testing and a reasonable amount of retesting will be performed under the direction of the Engineer, and at no expense to the Contractor. If the Contractor is to provide and pay for testing, it will be stated in the Specifications. For private contracts, the testing expense shall be borne by the permittee.

The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to renotify the Engineer when samples which are representative may be obtained.

4-1.5 Certification. The Engineer may waive materials testing requirements of the Specifications and accept the manufacturer's written certification that the materials to be supplied meet those requirements. Materials test data may be required as part of the certification.

4-1.6 Trade Names or Equals. The Contractor may supply any of the materials specified or offer an equivalent. The Engineer shall determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for the Engineer to make this determination.

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words **or equal**. A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process, or equipment considered to be equivalent to that indicated. The substantiation of offers shall be submitted as provided in the Contract Documents.

The Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. The Engineer's findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If a substitute offered by the Contractor is not found to be equal to the specified material, the Contractor shall furnish and install the specified material.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this section.

4-1.7 Weighing and Metering Equipment. All scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

The accuracy of the work of a scale service agency, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Code of Regulations pertaining to weighing devices. A certificate of compliance shall be presented, prior to operation, to the Engineer for approval and shall be renewed whenever required by the Engineer at no cost to the Agency.

All scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2 percent for any setting nor 1.5 percent for any batch.

4-1.8 Calibration of Testing Equipment. Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by a testing agency acceptable to the Engineer at intervals not to exceed 12 months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Engineer.

4-1.9 Construction Materials Dispute Resolution (Soils, Rock Materials, Concrete, Mortar and Related Materials, Masonry Materials, Bituminous Materials, Rock Products, and Modified Asphalts). In the interest of safety and public value, whenever credible evidence arises to contradict the test values of materials, the Agency and the Contractor will initiate, an immediate and cooperative investigation. Test values of materials are results of the materials' tests, as defined by these Specifications or by the special provisions, required to accept the Work. Credible evidence is process observations or test values gathered using industry accepted practices. A contradiction exists whenever work acceptance or performance becomes suspect. The investigation shall allow access to all test results, procedures, and facilities relevant to the disputed work and consider all available information and, when necessary, gather new and additional information in an attempt to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both the Agency and the Contractor, the contradiction shall be considered resolved and the cooperative investigation concluded.

Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within 3 calendar days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three State of California Registered Civil Engineers. Within 7 calendar days after the written request notification, the Agency and the Contractor will each select one engineer. Within 14 calendar days of the written request notification, the two selected engineers will select a third engineer. The goal in selection of the third member is to complement the professional experience of the first two engineers. Should the two engineers fail to select the third engineer, the Agency and the Contractor shall each propose 2 engineers to be the third member within 21 calendar days after the written request notification. The first two engineers previously selected shall then select one of the court proposed engineers in a blind draw.

The committee shall be a continuance of the cooperative investigation and will re-consider all available information and if necessary gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have 30

calendar days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion.

Once started, the resolution process by committee shall continue to full conclusion unless:

1. Within 7 days of the formation of the committee, the Agency and the Contractor reach an acceptable resolution mechanism; or
2. Within 14 days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred; or
3. At any point by the mutual agreement of the Agency and the Contractor.

Unless otherwise agreed, the Contractor shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, the Agency or the Contractor, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

SECTION 5 – UTILITIES

5-1 LOCATION. The Permittee (in the case of Private Contracts) and the Agency (in the case of Cash or Assessment Act Contracts), will search known substructure records and furnish the Contractor with copies of documents which describe the location of utility substructures, or will indicate on the Plans for the project those substructures (except for service connections) which may affect the Work. Information regarding removal, relocation, abandonment, or installation of new utilities will be furnished to prospective bidders.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the Contractor shall assume that every property parcel will be served by a service connection for each type of utility.

As provided in Section 4216 of the California Government Code, at least 2 working days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number.

The California Department of Transportation is not required by Section 4216 to become a member of the regional notification center. The Contractor shall contact it for location of its subsurface installations.

The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this work, full

compensation for such work shall be considered as included in the prices bid for other items of work.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

AT&T	626/570-5454
Edison Company	800/611-1911
Southern California Gas Company	818/701-3261
South Pasadena Water Department	626/403-7376
Time Warner Cable	626/855-3351

5-2 PROTECTION. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the Agency. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with 5-1, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for as provided in 3-2.2.3 or 3-3.

The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged if located as noted in 5-1.

When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:

1. Furnish and install a 50 mm (2 inch) cushion of expansion joint material or other similar resilient material; or
2. Provide a sleeve or other opening which will result in a 50 mm (2 inch) minimum-clear annular space between the concrete and the utility; or
3. Provide other acceptable means to prevent embedment in or bonding to the concrete.

Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor

shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

5-3 REMOVAL. Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as “abandoned” or “to be abandoned in place”. Before starting removal operations, the Contractor shall ascertain from the Agency whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of work necessitating such removals.

5-4 RELOCATION. When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of work by the Contractor. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the Agency will conduct all negotiations with the owners and work will be done at no cost to the Contractor, except as provided in 301-1.6. Utilities which are relocated in order to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of work necessitating such relocation.

After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid for in accordance with 3-2.

When the Plans of Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.

The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid for in accordance with provisions of 3-3. Payment will include the restoration of all existing improvements which may be affected thereby. The Contractor may agree with the owner of any utility to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.

5-5 DELAYS. The Contractor shall notify the Engineer of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as a part of the construction schedule required in 6-1. The Contractor shall notify the Engineer in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with 5-1.

The Contractor may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly shown on the Plans.

The Agency will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in Contract Documents. The Contractor will not be assessed liquidated damages for any delay caused by failure of Agency to provide for the timely removal, relocation, or protection of such existing facilities.

If the Contractor sustains loss due to delays attributable to interferences, relocations, or alterations not covered by 5-1, which could not have been avoided by the judicious handling of forces, equipment, or plant, there shall be paid to the Contractor such amount as the Engineer may find to be fair and reasonable compensation for such part of the Contractor's actual loss as was unavoidable and the Contractor may be granted an extension of time.

5-6 COOPERATION. When necessary, the Contractor shall so conduct its operations as to permit access to the Work site and provide time for utility work to be accomplished during the progress of the Work.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. After notification of award and prior to start of any work, the Contractor shall submit its proposed construction schedule to the Engineer for approval. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment. The construction schedule shall recognize the requirements of 5-5 and reflect completion of all work under the Contract within the specified time and in accordance with the Specifications.

Unless otherwise provided, the Contract time shall commence upon the date of issuance of a notice to proceed. The Work shall start within 15 days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

The Engineer may waive these requirements for work constructed under permit.

6-2 PROSECUTION OF WORK. To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Engineer determines that the Contractor is failing to prosecute the Work to the proper extent, the Contractor shall, upon orders from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the Work as described herein shall be included in the Contractor's Bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer, the Engineer may suspend the Work in whole or part, until the Contractor takes said steps.

As soon as possible under the provisions of the Specifications, the Contractor shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

If Work is suspended through no fault of the Agency, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the Agency may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-3 SUSPENSION OF WORK.

6-3.1 General. The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Agency. The Contractor shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in 6-6.3.

Should suspension of work be ordered by reason of the failure of the contractor to carry out orders or to perform any provisions of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work; the contractor, at its expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of such suspension. In the event that the contractor fails to perform the work above specified, the City will perform such work and the cost thereof will be deducted from payment due or to become due to the contractor.

If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days.

If a portion of work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the contractor to carry out orders given or to perform any provision of the contract, the days on which the suspension order is in effect shall be considered working days if such days are working days as defined.

6-3.2 Archaeological and Paleontological Discoveries. If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils.

The Contractor shall be entitled to an extension of time and compensation in accordance with the provisions of 6-6.

6-4 DEFAULT BY CONTRACTOR. If the Contractor fails to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of

material, to execute the Work in the manner and at such locations as specified, or fails to maintain the Work schedule which will insure the Agency's interest, or, if the Contractor is not carrying out the intent of the Contract, the Agency may serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

The Contract may be canceled by the Board without liability for damage, when in the Board's opinion the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the Board's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity of the Work completed at the time of cancellation, less damages caused to the Agency by acts of the Contractor. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the Agency declares the Contract canceled for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within 5 days, assume control and perform the Work as successor to the Contractor.

If the Surety assumes any part of the Work, it shall take the contractor's place in all respects for that part, and shall be paid by the Agency for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving a notice of cancellation, or fails to continue to comply, the Agency may exclude the Surety from the premises. The Agency may then take possession of all material and equipment and complete the Work by Agency forces, by letting the unfinished Work to another Contractor, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the Agency. If the sums due under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Agency within 5 days after the completion, all costs in excess of the sums due.

The provisions of this subsection shall be in addition to all other rights and remedies available to the Agency under law.

6-5 TERMINATION OF THE CONTRACT. The Board may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General. If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor or equipment, required extra work, or other specific events as may be further described in the Specifications.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the Agency. The Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3.

If delays beyond the Contractor's control are caused solely by action or inaction by the Agency, such delays will entitle the Contractor to an extension of time as provided in 6-6.2.

6-6.2 Extensions of Time. Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for noncontrolling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

6-6.3 Payment for Delays to Contractor. The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible. Such actual costs will be determined by the Engineer. The Agency will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.

6-6.4 Written Notice and Report. If the Contractor desires payment for a delay as specified in 6-6.3 or an extension of time, it shall file with the Agency a written request and report of cause within 30 days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Agency to consider such request.

6-7 TIME OF COMPLETION

6-7.1 General. The Contractor shall complete the Work within the time set forth in the Contract. The Contractor shall complete each portion of the Work within such time as set forth in the Contract for such portion. Unless otherwise specified, the time of completion of the Contract shall be expressed in working days.

Where a single shift is worked, eight (8) consecutive hours between 8 a. m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 8 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day & day after
- Christmas

6-7.2 Working Day. A working day is any day within the period between the start of the Contract time as defined in 6-1 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:

1. Saturday,
2. Sunday,
3. any day designated as a holiday by the Agency,
4. any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the contractor as an eligible member of a contractor association,
5. any day the Contractor is prevented from working at the beginning of the workday for cause as defined in 6-6.1,
6. any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in 6-6.1.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours are between the hours of 8 a.m. and 5 p.m. Deviation from these hours and days will not be permitted unless prior written consent is obtained from the Engineer, except in emergencies involving immediate hazard to persons or property. The Contractor shall obtain approval for any deviation from regular working hours or days by submitting a written request to the Engineer at least 5 working days in advance, for approval by the Engineer. Expenses for such deviation shall be included in the proposal prices, and will not be considered as an addition to the contract.

6-7.3 Contract Time Accounting. The Engineer will make a daily determination of each working day to be charged against the Contract time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing allowable number of working days of Contract time, as adjusted, at the beginning of the reporting period. The statement will also indicate the number of working days charged during the reporting period and the number of working days of Contract time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. The Work will be inspected by the Engineer for acceptance upon receipt of the Contractor's written assertion that the Work has been completed.

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, it will so certify to the Board, which may accept the completed Work. The Engineer will, in its certification to the Board, give the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work.

All work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year from the date the Work was completed. The Contractor shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Agency may perform this work and the Contractor's sureties shall be liable for the cost thereof.

6-9 LIQUIDATED DAMAGES. Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of the Contract shall constitute agreement by the Agency and Contractor that \$500 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

It is agreed by the parties that if the improvements are not completed by the time prescribed to complete the work, City and Contractor agree that Contractor will pay to the City, not as a penalty, but as predetermined liquidated damages, the sum of **Five Hundred Dollars (\$500.00) per day** for each and every working day's delay beyond the time prescribed to complete the work.

Similarly, it is further agreed that in if signal operations, road striping, and signing are not coordinated or traffic lanes are not kept open for public use, on the days, at the times, and in the manner specified in the Contract Documents and the City approved traffic control plans, City and Contractor agree that Contractor will pay to City, not as a penalty, but as predetermined liquidated damages, the sum of **Five Hundred Dollars (\$500.00) per hour** for each and every hour that:

- (a) Contractor fails to keep open any traffic lane for public use as required by these Special Provisions and the City approved traffic control plans;
- (b) Contractor fails to temporary stripe the roadway prior to opening up the roadway for normal vehicular travel immediately following resurfacing;
- (c) Contractor fails to permanently re-stripe the roadway and remove any conflicting striping or delineation within seven (7) calendar days following resurfacing of that section of roadway;
- (d) Contractor fails to remove signs which conflict with new striping or fails to install signs required by the Contract Documents which are necessary for safe traffic movement; and/or
- (e) Contractor fails to turn on or coordinate modification to existing signal operations as required by these Special Provisions and the City approved traffic control plans.

Contractor agrees to pay such liquidated damages, and in case the same are not paid, Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the Agency shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension.

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION. The Agency reserves the right to take over and utilize all or part of any completed facility or appurtenance. The Contractor will be notified in writing in advance of such action. Such action by the Agency will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except Contractor operations or negligence. The Contractor will not be required to reclean such portions of the improvement before field acceptance, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

In the even the Agency exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the Agency will assume the responsibility and liability for injury to persons or property resulting from the utilization of the facility or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act or omission by the Contractor, Subcontractor, their officers, employees, or agents.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR’S EQUIPMENT AND FACILITIES. The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

Parking of the Contractor's vehicles at any given location on City residential streets for more than twenty-four (24) hours, shall not be permitted.

7-2 LABOR.

7-2.1 General. Only competent workers shall be employed on the Work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Work by the Contractor and not be reemployed on the Work.

7-2.2 Laws. The Contractor, its agents and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State and local laws related to labor.

The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages; the 8-hour day and 40-hour week; overtime; Saturday, Sunday, and holiday work; and nondiscrimination because of race, color, national origin, sex, or religion. The Contractor shall forfeit to the Agency the penalties prescribed in the Labor Code for violations.

In accordance with the Labor Code, the Board has on file and will publish a schedule of prevailing wage rates for the types of work to be done under the Contract. The Contractor shall not pay less than these rates.

Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the State of California Department of Industrial Relations.

The Contractor’s attention is directed to Section 1776 of the Labor Code which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or Subcontractor in

connection with the project. The Contractor shall agree through the Contract to comply with this Section and the remaining provisions of the Labor Code.

Certified Payroll Records shall be submitted to the Engineer every two weeks beginning with the actual start day of construction, and shall be consecutively numbered until the completion of the work. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor will assure that a qualified supervisor is present at all times when work is being performed.

7-3 LIABILITY INSURANCE. The Contractor shall furnish the Agency a policy or certificate of liability insurance in which the Agency is the named insured or is named as an additional insured with the Contractor. The policy furnished by the Contractor shall be issued by an insurance company authorized by the Insurance Commissioner to transact business in the State of California. The insurance company shall have a policy holder rating of A or higher and Financial Class VII or higher as established by A.M. Best, or equivalent or greater rating established by another recognized rating entity such as Moody's. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement, the Agency shall be the insured or named as an additional insured covering the Work, whether liability is attributable to the Contractor or the Agency. The policy shall insure the Agency, its officers, employees, and agents, while acting within the scope of their duties on the Work, against all claims arising out of or in connection with the Work, except as provided in 6-10.

Except as provided in 6-10, the Contractor shall save, keep, and hold harmless the Agency, its officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractor's employees, or any Subcontractor. The Agency will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in 6-10.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The cost of this insurance shall be included in the Contractor's Bid.

The Contractor shall, at its own expense, take out and maintain during the life of the contract such public liability and property damage insurance protecting the contractor and any sub-contractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from his operations under the contract, and shall protect him and the City from claims for such damages, naming the City as an additional insured under the policy, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

Public Liability Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) for injuries, death, to any one person, and subject to the same limit for

each person in an amount not less than one million dollars (\$1,000,000.00) on account of one accident.

Property Damage Insurance in an amount of two hundred and fifty thousand dollars (\$250,000.00) resulting from any one accident that may arise from the operations of the Contractor in performing the work provided herein.

If and whenever the Contractor or any sub-contractor, in carrying on the contract operations, shall use and operate automobiles, trucks or other vehicles on public streets and highways, each shall carry, at his own expense, Automobile Public Liability and Property Damage Insurance, with limits of not less than two hundred and fifty thousand dollars (\$250,000.00) for any one person and five hundred thousand dollars (\$500,000.00) for any one accident, and one hundred thousand dollars (\$100,000.00) property damage.

Equivalent Combined Policy: A combined single limit policy with aggregate limits in the amount of one million dollars (\$1,000,000.00) will be considered equivalent to the required minimum limits specified above. The term "public streets and highways" shall be deemed to include without limiting the generality thereof, all roads, roadways and thoroughfares used for access to the site of the work.

The Contractor shall furnish the City with satisfactory proof of insurance required. Such proof shall be furnished with the executed Contract Documents, naming the City as an additional insured.

7-4 WORKERS' COMPENSATION INSURANCE. Before execution of the Contract by the Board, the Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the Contract. The Agency, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

The Contractor shall furnish the Agency with satisfactory proof of insurance required. The insurance shall be taken out with a responsible insurance carrier authorized under the laws of the State of California and satisfactory to the City. In case any work is sublet, the contract shall require the subcontractor similarly provide Worker's Compensation Insurance for the

subcontractor's employees. The Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected.

7-5 PERMITS. The Agency will obtain, at no cost to the Contractor, all encroachment and building permits necessary to perform Contract work in streets, highways, railways or other rights-of-way. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, those permits required for night work, overload, blasting, and demolition. For private contracts, the Contractor shall obtain all permits incidental to the Work or made necessary by its operations, and pay all costs incurred by the permit requirements.

The Contractor shall pay all business taxes or license fees that are required for the work.

The Contractor shall, at his own expense, obtain a business license from the City of South Pasadena. The Contractor shall comply with all Federal, State or local laws, ordinances or rules and regulations relating to the performance of the work.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Before starting work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. An alternative representative may be designated as well. The representative or alternate shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or its representative, instructions or directions may be given by the Engineer to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the Agency, the Contractor's representative, superintendent, or person in charge of specific work shall be able to speak, read, and write the English language.

7-7 COOPERATION AND COLLATERAL WORK. The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The Agency, its workers and contractors and others, shall have the right to operate within or adjacent to the Work site during the performance of such work.

The Agency, the Contractor, and each of such workers, contractors and others, shall coordinate their operations and cooperate to minimize interference.

The Contractor shall include in its Bid all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the Agency for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall redeploy its work force to other parts of the Work.

Should the Contractor be delayed by the Agency, and such delay could not have been reasonably foreseen or prevented by the Contractor, the Engineer will determine the extent of the delay, the effect on this project, and any extension of time.

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control. Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

When required by the Plans or Specifications, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

The Contractor shall provide and operate a self-loading motor sweeper with spray nozzles every day, beginning 1/2 hour prior to the end of construction activities, for the purpose of keeping the entire project site clean as acceptable to the City Engineer.

The contractor shall furnish and install all temporary piping, pump(s), valves and fittings necessary to distribute the water where required for the control of dust as considered necessary for the safety and convenience of the traveling public, for the reduction of dust nuisance to adjacent property and for other purposes as directed by the Engineer.

The use of pressure pumps and spray bars on all sprinkling equipment used for the application of dust palliative will be required. The use of gravity flow spray bars and splash plates will not be permitted.

7-8.2 Air Pollution Control. The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

All organic solvents used must comply with the rules, regulations and orders of the Southern California Air Pollution Control District relating to organic solvents.

7-8.3 Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing

authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

7-8.4 Sanitation. The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.

Wastewater shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

7-8.5 Temporary Light, Power, and Water. The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the Work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned.

7-8.6 Water Pollution Control. The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution. It shall conduct and schedule operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

Permit & Plan

Prior to beginning any work, if applicable, the Contractor shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP), and a Wet Weather Erosion Control Plan (WWECP) if the soil will be disturbed during the rainy season (November 1 to April 15).

The SWPPP must be prepared before construction activities begin and must be implemented year-round throughout construction. A WWECP must be prepared prior to each rainy season, and must be implemented throughout that rainy season.

The SWPPP and the WWECP shall be developed and implemented in accordance with the County Wide Storm Water Management Plan, National Pollutant Discharge Elimination System (NPDES) **Permit No. R4-2012-0175** and any other requirements established by the City. Best Management Practices (BMP) referenced are from the California Storm Water Best Management Practice Handbooks (Construction, Municipal and Industrial). The Handbooks may be obtained by calling (626) 458-6959 or writing Los Angeles County Department of Public Works Office, 900 S. Fremont Ave., Alhambra, CA 91803.

Appendix B provides forms that the Contractor shall complete and certify. The Contractor shall assess site conditions, identify construction activities with the potential to cause storm water pollution, and then identify the BMP that will best suit the construction activities. The SWPPP and the WWECP shall include a site map of the project providing the following information, if applicable, but not limited to:

- (a) The boundary of the construction site(s).
- (b) The area of the construction site(s) in acres.
- (c) Locations of existing storm drain facilities.

- (d) Types and locations of storm water structures, controls, and/or BMP, which will be built/utilized to control storm water pollution during construction.
- (e) Construction and erosion control material storage areas.
- (f) Temporary stockpile and construction waste storage areas.
- (g) Construction vehicle storage and service areas.
- (h) Watershed boundary of off-site areas that drain into the construction site.
- (i) The boundary of the drainage area where storm water leaves the construction site.
- (j) Areas of soil disturbance and locations of potential soil erosion areas requiring BMP during construction.
- (k) Drainage patterns and slopes anticipated after major grading activities.

The above information should be updated as needed to meet evolving construction conditions. The Contractor shall coordinate storm water pollution prevention work with all other work done on the contract and is responsible for ensuring that all project contractors and subcontractors implement all applicable BMP. If the measures being taken by the Contractor are inadequate to prevent storm water pollution effectively, the Engineer may direct the Contractor to revise the operations and the SWPPP and/or the WVECP measures. The directions will be in writing and will specify the items of work for which the Contractor's storm water pollution prevention measures are inadequate. No further work shall be performed on the items until the water pollution prevention measures are adequate and, if also required, a revised SWPPP and/or WVECP have been accepted.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised SWPPP and/or WVECP in not more than 5 working days. The City will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised SWPPP and/or WVECP, nor for any delays to the work due to the Contractor's failure to submit an acceptable SWPPP and/or WVECP. The Contractor may request the Engineer to waive the requirement for submission of a SWPPP and/or WVECP when the nature of the Contractor's operation is such that pollution and/or erosion are not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a SWPPP and/or WVECP will not preclude requiring submittal of a SWPPP and/or WVECP at a later time if the Engineer deems it necessary because of the effect of the Contractor' operations.

Maintenance

To ensure the proper implementation and functioning of water pollution prevention measures, the Contractor shall regularly inspect and maintain the construction site for the water pollution prevention measures identified in the SWPPP and the WVECP. The Contractor shall inspect the construction site as follows:

- (a) Prior to a forecast storm.
- (b) After a precipitation event which causes site runoff.

- (c) At 24 hour intervals during extended precipitation events.
- (d) Routinely, a minimum of once every two weeks outside of the defined rainy season.
- (e) Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use Storm Water Pollution Control Implementation Report provided in Appendix B or alternative inspection checklist approved by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

Reporting Requirements

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge event, notice or order. The report shall include the following information:

- (a) The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- (b) The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- (c) The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- (d) An implementation and maintenance schedule for affected water pollution control practices.

Compensation for conforming to these provisions shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

7-8.7 Drainage Control. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations. When a portion of a sprinkler system within the right-of-way must be removed, the remaining lines shall be capped. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with section 307 of the Greenbook.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the Bid.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access. The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90 m (300 feet), shall be maintained unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

The contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the Contractor in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If

one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

The Contractor shall include in its Bid all costs for the above requirements.

It shall be the Contractor's responsibility to furnish a detailed traffic control plan identifying the maintenance of traffic during construction to the Engineer for approval. All traffic control plans shall be submitted to the Engineer a minimum of 5 working days in advance of its planned implementation for review and approval.

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current State of California Manual of Traffic Control for Construction and Maintenance Work Zones. Construction area signs shall be removed when no longer required.

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retro reflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

If a closure is not reopened to public traffic by the specified time, Liquidated Damages may apply as specified above in Section 6-9.

7-10.2 Storage of Equipment and Materials in Public Streets. Construction materials shall not be stored in streets, roads, or highways for more than 5 days after unloading. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor at its expense unless authorized additional storage time.

Construction equipment shall not be stored at the Work site before its actual use on the Work nor for more than 5 days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

Storage of equipment and materials in the public right of way during non-working hours will not be allowed, and may only be placed in the public right of way for purposes of use that day.

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned, but at minimum, adequate flashing barricades shall be provided.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on City of South Pasadena property may be arranged with the Engineer, subject to the prior demands of the City of South Pasadena. Use of the Contractor's work areas and other City of South Pasadena-owned property shall be at the Contractor's own risk, and the City of South Pasadena shall not be held liable for damage to or loss of materials or equipment located within such areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City of South Pasadena-owned property that the Contractor occupies at the conclusion of each working day.

7-10.3 Street Closures, Detours, Barricades. The Contractor shall comply with all applicable State, County and City requirements for closure of streets. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagpersons, and watchpersons. The Contractor shall be responsible for compliance with additional public safety requirements which may arise. The Contractor shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the Contractor shall notify the Police, Fire, Traffic and Engineering Departments, and comply with their requirements. Deviations must first be approved in writing by the Engineer.

The Contractor shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "signs" as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All costs involved shall be included in the Bid.

7-10.4 Safety.

7-10.4.1. Safety Orders. The Contractor shall have at the Work site, copies of suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

Before excavating any trench 1.5 m (5 feet) or more in depth, the Contractor shall submit a detailed plan to the Agency showing the design of shoring, bracing, sloping, or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the Engineer has accepted the plan and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Engineer.

Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided, or required by law.

7-10.4.2 Use of Explosives. Explosives may be used only when authorized in writing by the Engineer, or as otherwise stated in the Specifications. Explosives shall be handled, used, and stored in accordance with all applicable regulations.

The Engineer's approval of the use of explosives shall not relieve the Contractor from liability for claims caused by blasting operations.

7-10.4.3 Special Hazardous Substances and Processes. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Code of Regulations shall be requested by the Contractor from the manufacturer of any hazardous products used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The Contractor shall notify the Engineer if a specified product cannot be used under safe conditions.

This contract is further subject to California Public Contract Code § 7104 with regard to trenches deeper than 4' involved in the proposed work as follows:

Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

- (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the City and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties."

7-10.4.4 Confined Spaces.

(a) Confined Space Entry Program. The contractor shall be responsible for implementing, administering and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157 and 5158, Title 8, CCR.

Prior to starting the Work, the Contractor shall prepare and submit its comprehensive CSEP to the Engineer. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces, including, but not limited to the following:

1. Training of personnel
2. Purging and cleaning of materials and residue
3. Potential isolation and control of energy and material inflow
4. Controlled access to the space.
5. Atmospheric testing of the space
6. Ventilation of the space
7. Special hazards consideration
8. Personal protective equipment
9. Rescue plan provisions

The Contractor's submittal shall include the names of its personnel, including subcontractor personnel, assigned to the project who will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

(b) Permit-Required Confined Spaces. Entry into permit-required confined spaces as defined in Section 5157, Title 8, CCR may be required as a part of the Work. All manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The Contractor shall implement a permit space program prior to performing any work in a permit-required confined space. A copy of the permit shall be available at all times for review by Contractor and Agency personnel at the Work site.

(c) Payment. Payment for implementing, administering, and providing all equipment and personnel to perform the CSEP shall be included in the bid items for which the CSEP is required.

7-11 PATENT FEES OR ROYALTIES. The Contractor shall absorb in its Bid the patent fees or royalties on any patented article or process furnished or used in the Work. The Contractor shall indemnify and hold the Agency harmless from any legal action that may be brought for infringement of patents.

7-12 ADVERTISING. The names, addresses and specialties of Contractors, Subcontractors, architects, or engineers may be displayed on removable signs. The size and location shall be subject to the Engineer's approval.

Commercial advertising matter shall not be attached to or painted on the surfaces of buildings, fences, canopies, or barricades.

7-13 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of State and National laws and County and Municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

7-14 ANTITRUST CLAIMS. Section 7103.5 of the Public Contract Code provides:

“In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL. All facilities provided for Agency personal shall be at suitable locations approved by the Engineer. Such facilities must in a room, building, or trailer provided for this purposes with an acceptable means for locking.

A Class “A” Field Office in accordance with 8-2.1 shall be provided at any offsite plan facility furnishing pipe subject to Agency inspection during manufacture. A Field Laboratory in accordance with 8-3.1 shall be provided at any offsite or project site plant facility furnishing portland cement concrete or asphalt paving material. Any other facilities for Agency personnel shall be provided only when required by the Specifications.

Offices and laboratories at plants may be used concurrently by inspection personnel of other agencies provided such use does not seriously conflict with Agency use. When facilities are shared in this manner, at least one locker provided with a hasp for a padlock must be available for the exclusive use of Agency inspectors. Otherwise any facilities furnished are for the exclusive use of Agency personnel.

All facilities shall conform to the applicable codes, ordinances, and regulations of the local jurisdiction and of the State of California, and shall conform to current practice. The interior shall be paneled or suitably lined to provide a facility of good appearance.

The Contractor shall provide janitorial and other maintenance services in all types of facilities provided. Such services shall include the supply of the appropriate paper products and dispensers. Trash receptacles shall be provided and emptied by the Contractor at weekly intervals or sooner as required. The trash shall be removed from the project site.

All costs to furnish, maintain, service, and remove the specified facilities at the project site shall be included in the price bid for such facilities. If no bid item is provided in the proposal, costs shall be included in other items for which bids are entered.

The first progress payment will not be approved until all facilities are in place and fully comply with the Specifications.

8-2 FIELD OFFICE FACILITIES.

8-2.1 Class "A" Field Office. This office shall have a minimum floor space of 16 m² (175 ft²), at least one door, and window area of not less than 2 m² (22 ft²). All doors and windows shall be provided with screens.

Furniture shall be provided as follows: one plan table, one standard 1.5 m (5 feet) long double-pedestal desk with a drawer suitable for holding files, two chairs, one drafting stool, and one plan rack.

Electric power shall be provided to include a minimum of four duplex convenience outlets. The office shall be illuminated at the tables and desk. An outdoor lighting fixture with a 300-watt bulb shall be installed.

Heating and air conditioning of sufficient capacity shall be provided at no expense to the Agency. The Contractor shall provide drinking water within the office and integral sanitary facilities directly adjoining. Sanitary facilities shall include a toilet and wash basin with hot and cold running water.

Extended area, non-coin-operated telephone service shall be provided within the office area. The installation shall include sufficient extension code to serve the plan table and desk.

City's personnel shall have the right to enter upon any Field Offices provided for Agency use or upon the project site at all times.

8-2.2 Class "B" Field Office. This office shall be the same as class "A" except that integrated sanitary facilities and air conditioning are not required. A chemical toilet facility shall be provided adjacent to the office.

8-2.3 Class "C" Field Office. The office shall be of suitable proportions with 11 m² (120 ft²) of floor area. It shall be equipped with one 0.9 by 1.5 m (3 by 5 foot) table, four chairs and one plan rack. It shall be adequately heated, ventilated, and lighted and two duplex convenience outlets shall be provided. Air conditioning, telephones, and sanitary facilities are not required.

8-3 FIELD LABORATORIES.

8-3.1 Offsite at Manufacturing Plant. Field laboratories shall conform to the requirements for a Class "C" Field Office specified in 8-2.3 except for the following:

1. Telephone service per 8-2.1.
2. Chair.
3. Work table, 1.2 by 3.0 m (4 by 10 feet), 0.9 m (3 feet) high.
4. Sieves per 203-6.
5. Scales and weights.
6. Burner plate for heating samples.

7. Thermometer, with 90 to 260° C (200 to 400° F) degree range (Asphalt Plants only).
8. Air meter for all concrete in accordance with ASTM C 231 of the type that indicates percentage of air directly (Precast Concrete Plants only)

All sampling and testing equipment shall be maintained in satisfactory operating condition by Contractor or plant owner. Laboratories shall be located immediately adjacent to and with full view of batching and loading operations.

8-3.2 At Project Site. Field laboratories shall be in accordance with 8-3.1, except that sieves, scales, weights, burner plates, sampling devices, pans, and thermometers will be furnished by the Agency at no expense to the Contractor. If air entraining agents are being used in the Concrete on the project, an air meter of the type described in 8-3.1 shall be furnished by the Contractor.

8-4 BATHHOUSE FACILITIES. When the Plans or Specifications require bathhouse facilities, the following shall be provided.

1. One lavatory with hot and cold water.
2. One toilet in a stall.
3. One 1 m (3 feet) trough-type urinal.
4. One enclosed shower at least 1 by 1 m (3 by 3 feet) with hot and cold water.
5. One bench, 2 m (6 feet) long.
6. Soap dispensers.
7. Toilet paper holders.
8. Paper towel cabinet.
9. Wastepaper receptacle.

These facilities shall be serviced and provided with necessary sanitary supplies.

These facilities shall be for the exclusive use of Agency personnel. However, a separate building need not be provided for this purpose if such facilities are located in a separate room in a building which includes other facilities.

8-5 REMOVAL OF FACILITIES. Field offices, laboratories, and bathhouse facilities at the project site shall be removed upon completion of the Work. Buildings and equipment furnished by the Contractor at the project site under the provisions of this section are the property of the Contractor.

8-6 BASIS OF PAYMENT. All costs incurred in furnishing, maintaining, servicing, and removing field offices, laboratories, or bathhouse facilities required at the project site shall be included in the bid item for furnishing such facilities. If such facilities are required by the Plans or Specifications and no bid item is provided in the proposal, the costs shall be included in other items for which bids are entered. Such costs incurred in connection with offices and laboratories at plants shall be borne by the plant owners.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing and timber shall be considered as being the true length measured along longitudinal axis.

Unless otherwise provided in Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

9-1.2 Methods of Measurement. Materials and items of work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.

9-1.3 Certified Weights. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing actual net weights. The Agency will accept the certificates as evidence of weights delivered.

9-1.4 Units of Measurement. Measurements shall be in accordance with 1-4.1 and 1-4.2. a metric ton or "tonne" is equal to 1000 kilograms and the unit of liquid measure is a Liter (in U.S. Standard Measures, a pound is an avoirdupois pound; a ton is 2000 pounds avoirdupois; and the unit of liquid measure is a gallon).

9-2 LUMP SUM WORK. Items for which quantities are indicated "Lump Sum", "L.S.", or "Job", shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the Specifications or requested by the Engineer, the Contractor shall submit to the Engineer within 15 days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

9-3 PAYMENT

9-3.1 General. The quantities listed in the Bid schedule will not govern final payment. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 3-2.2.1.

The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected materials not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Payment for work performed or materials furnished under an Assessment Act Contract will be made as provided in particular proceedings or legislative act under which such contract was awarded.

Whenever any portion of the Work is performed by the Agency at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the Agency.

Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the Agency may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such costs from any amount due or becoming due from the Agency. Agency action or inaction under such circumstances shall not be construed as relieving the Contractor or its Surety from liability.

Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the Agency. Responsibility of ownership shall remain with the Contractor who shall be obligated to store any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in 6-10.

Warranty periods shall not be affected by any payment, but shall commence on the date equipment or material is placed into service at the direction of the Agency. In the event such items are not placed into service prior to partial or final acceptance of the project, warranty periods will commence on the date of such acceptance.

If, within the time fixed by law, a properly executed notice to stop payment is filed with the Agency, due to the Contractor's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.

At the expiration of 35 days from the date of acceptance of the Work by the board, or as prescribed by law, the amount deducted from the final estimate and retained by the Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

Prior to judicial determination of any claim or claims or in accord therewith, the City may apply an amount withheld to the payment and satisfaction of sub-contractors for labor and services rendered and materials furnished. In so doing, the City shall be deemed the agent of the Contractor and any payment so made by the City shall be considered as a payment made in good faith; provided that such payment shall not be made except by court order if the Contractor furnished a bond satisfactory to the City to indemnify the City against any lien or claim.

If any lien or claim should remain unsatisfied after final payment to the Contractor, the Contractor, upon demand, shall refund to the City any money that the latter may be compelled to pay to discharge such lien or claim, including all costs and reasonable attorney's fees.

Before the City will make the final payment to the Contractor, the Contractor shall furnish the City with lien releases from all sub-contractors and suppliers of material, together with a certified statement that the releases represent all the materials furnished and all the sub-contractors engaged for the work.

9-3.2 Partial and Final Payment. The Engineer will, after award of Contract, establish a closure date for the purposes of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the work performed to the closure date and as basis for making monthly payments, estimate its value based on Contract Unit Prices or as provided for in 9-2. When the Work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

From each progress estimate, 10 percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payments will be paid. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to \$500 or 10 percent of the first half of total Contract amount, whichever is greater.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

As provided in Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract.

9-3.3 Delivered Materials. When provided for in the Specifications, and subject to the limitation and conditions therein, the cost of materials and equipment delivered but not incorporated into the Work will be included in the progress estimate.

9-3.4 Mobilization. When a bid item is include in the Proposal form for mobilization and subject to the conditions and limitations in the Specifications, the costs of work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate. When no such bid item is provided, payment for such costs will be considered to be included in the other items of work.

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site. Mobilization shall additionally include the establishment of any temporary facilities and the installation of project signs.

A minimum of one week before the start of construction, the Contractor shall videotape all areas where construction is to take place. The videotapes are to be supplied to the Engineer before constructions begins. These videotapes will serve as a record of the existing conditions for disputes that may arise from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. All videotapes shall be indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hours, minutes and seconds) on which the video was made. The Contractor shall also videotape any unusual conditions encountered during construction that are not already a matter of

photographic record. In any areas where existing conditions cannot be determined by means of videotapes, the areas shall be restored as approved by the Engineer at the Contractor's expense. All videotapes shall become the property of the City.

City of South Pasadena Agenda Report

*Diana Malmud, Mayor
Michael A. Cacciotti, Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Anthony J. Mejia, Chief Deputy City Clerk 
Desiree Jimenez, Deputy City Clerk 
SUBJECT: **Approval to Extend the Terms of Certain Members of the South Pasadena Youth Commission in Conformance with City Council Resolution No. 6719**

Recommendation

Approve the extension of terms by one year, to June 30, 2018, of certain members of the South Pasadena Youth Commission (Commission) in conformance with City Council Resolution No. 6719.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On October 15, 1986, the City Council adopted Resolution No. 5820, which established the Commission, consisting of nine members who would serve two (2) year terms.

On October 18, 1989, the City Council adopted Resolution No. 5965, which rescinded Resolution No. 5820 and increased the Commission membership to eleven members who would “serve three (3) year terms and any such term for high school members shall expire upon graduation from high school.”

On October 2, 1991, the City Council adopted Resolution No. 6055, which rescinded Resolution No. 5965 and indicated that the Commission should consist of the following members: one member from the school as recommended by the school administration and the School Board; one member from the community at large; two members in their senior year in high school; two members in their junior year in high school; two members in their sophomore year in high school; and three members in either 7th or 8th grade. The members “shall serve three (3) year terms, and any such term for high school members shall expire upon graduation from high school.”

Approval to Extend Terms of Certain Members of the Youth Commission

June 15, 2016

Page 2 of 2

On December 18, 1991, the City Council adopted Resolution No. 6070, which rescinded Resolution No. 6055 and added “two members in their freshman year,” bringing the membership to 13. “Members shall serve no more than three, two (2) year terms, and any such term for high school members shall expire upon graduation from high school. The South Pasadena Unified School District Board of Education may appoint one (1) member from the Board to attend the meetings and act as liaison to the School Board.”

On September 4, 2002, the City Council adopted Resolution No. 6713 which amended Resolution No. 6070 and indicated that members “shall serve no more than one two-year term and one one-year term, effective immediately.”

On October 2, 2002, the City Council adopted Resolution No. 6719, which rescinded Resolution No. 6713 and indicated that members of the Youth Commission “shall serve no more than two, two-year terms.”

Analysis

On August 20, 2014, a clerical error occurred during the City Council’s appointment of Will Hoadley-Brill, Sofie Dreskin, and Luke Quezada to the Youth Commission. They were inadvertently given a reduced term of one year rather than a full term of two years. Therefore, staff is recommending to extend their terms for one year, to end on June 30, 2018.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

- 1) City Council Resolution No. 6719
- 2) City Council Meeting Minutes indicating Commissioner Appointments
- 3) City Council Meeting Minutes indicating Commissioner Reappointments

ATTACHMENT 1
City Council Resolution No. 6719

RESOLUTION NO. 6719**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING THE EFFECT OF CERTAIN PROVISIONS OF RESOLUTION NO. 6070, TO CHANGE THE TERM LIMITS FOR THE CITY YOUTH COMMISSION AND ADDING PROVISIONS FOR THE APPOINTMENT OF A COMMUNITY AT-LARGE LIAISON AND FOR ADMINISTRATIVE PARAMETERS AND RESCINDING RESOLUTION NO. 6713**

WHEREAS, The current term limit of three two-year terms for the Youth Commission creates a situation whereby little opportunity exists for new commissioners to be appointed because most commissioners choose to serve all three terms and eligibility ends with graduation from high school; and

WHEREAS, Commission liaisons, officials, and staff members conclude that a two-term limit would provide continuity of membership important for the work of the commission and at the same time reduce the maximum overall service time, thus providing additional opportunity for other youth to be appointed; and

WHEREAS, Specific administrative parameters need to be changed or added to the Youth Commission enabling resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Resolution No. 6713 is hereby rescinded.

SECTION 2. Notwithstanding any provision of Resolution 6070, Members shall serve no more than two, two-year terms, effective immediately.

SECTION 3. As is expected of members of all City commissions, members of the Youth Commission are expected to request an excused absence from the City Council if unable to attend any regular Youth Commission meeting.

SECTION 4. The Mayor, in accordance with standard commission policy, may appoint a community-at-large liaison to serve in an advisory capacity, who is permitted to serve two (2) full terms of two years each.

SECTION 5. Notwithstanding any provision of Resolution 6070, the Youth Commission shall meet at least once a month at a date, time and location selected by the Commission.

ATTACHMENT 2
City Council Meeting Minutes
indicating Commission Appointments

7. MAYOR'S APPOINTMENTS

Mayor Khubesrian appointed Jonah Beadle, Sofie Dreskin, Luke Quezada (7th/8th grade); Will Hoadley-Brill (9th grade); Talia Parker (11th grade); and Yvette Tanner (12th grade) to the Youth Commission to a full one-year school term from September 1, 2014 until June 30, 2015.

Mayor Khubesrian appointed Lisa Markus to the Youth Commission as the Community-at-Large Member to a full two-year term until August 20, 2016.

Mayor Khubesrian appointed Maddie Magee to the Natural Resources & Environmental Commission (NREC) as a Youth Non-Voting Member to a full one-year school term from September 1, 2014 until June 30, 2015.

Mayor Khubesrian appointed Gayle Glauz to the Public Works Commission to fill an unexpired term until December 31, 2016.

MOTION: M/S Mahmud/Cacciotti to approve Mayor Khubesrian's appointments to the various commissions as listed on the agenda, with the recusal of Mayor Khubesrian on the appointment of Sofie Dreskin to the Youth Commission due to a conflict of interest. By roll call vote, the motion passed (Khubesrian recused as noted). Absent: None.

CONSENT CALENDAR

Councilmember Cacciotti requested that Item No. 15 be removed from the Consent Calendar for separate consideration. Councilmember Mahmud requested that Item No. 24 be removed from the Consent Calendar for separate consideration. Councilmember Schneider requested that Item No. 26 be removed from the Consent Calendar for separate consideration.

Barbara Eisenstein, South Pasadena Resident, requested that Item No. 25 be removed from the Consent Calendar for separate consideration.

Councilmember Cacciotti inquired if his status as a Board Member on the Santa Monica Mountains Conservancy (SMMC) was a conflict of interest as he initiated and voted on Item No. 25 as a SMMC Board Member.

City Attorney Highsmith advised that Councilmember Cacciotti could participate and vote affirmatively on Item No. 25 as his participation was not a direct financial conflict of interest.

ATTACHMENT 3
City Council Meeting Minutes
indicating Commission Reappointments

Initiative, which is now required by law. He introduced and presented a physician badge to Nick Greco, M.D., South Pasadena Resident, Emergency Department physician and Medical Director, Emergency Medical Services, at Huntington Memorial Hospital, who has been the volunteer Medical Director of the SPPD Tactical Medicine Program.

Councilmember Cacciotti introduced F.J. Pratt, Scoutmaster, Boy Scout Troop 7, who stated that nine boy scouts were attending tonight's City Council Meeting to complete requirements for a Communications Merit Badge.

7. REORDERING OF AND ADDITIONS TO THE AGENDA

City Manager Gonzalez said that several Councilmembers have requested that an item be added on an urgency basis to this evening's City Council Meeting Agenda. City Manager Gonzalez stated that this item came to the attention of the City Council after the posting of tonight's agenda and that action must be taken prior to the next scheduled City Council Meeting. He requested that the City Council take up the Measure R2 list of transportation projects that will be submitted to Metro. He said that City Council input is necessary and that staff has some suggested revisions. This will be part of the Mobility Matrix that will be submitted to Metro through the Arroyo Verdugo Subregion.

MOTION: M/S Mahmud/Cacciotti to approve the addition of the following Urgency Agenda Item No. 24 to the September 2, 2015, City Council Regular Meeting Agenda: **PROJECT LIST TO SUBMIT TO ARROYO VERDUGO SUBREGION FOR POTENTIAL R2 FUNDING.** By roll call vote, the motion passed unanimously. Absent: None.

8. MAYOR'S APPOINTMENTS AND RE-APPOINTMENTS

The following appointments and re-appointments were proposed by Mayor Joe and approved by the City Council:

MOTION: M/S Mahmud/Khubesrian to approve the Mayor's re-appointments to the Youth Commission of Jonah Beadle, Sofie Dreskin, and Luke Quezada (9th Grade); Stephani Ehrlich and Will Hoadley-Brill (10th Grade); and Katherine Conte (11th Grade) for a full two-year school term from September 1, 2015 until June 30, 2017. By voice vote, the motion passed unanimously. Absent: None.

MOTION: M/S Khubesrian/Mahmud to approve the Mayor's re-appointment to the Youth Commission of Talia Parker (12th Grade) for a full one-year school term from September 1, 2015 until June 30, 2016. By voice vote, the motion passed unanimously. Absent: None.

MOTION: M/S Cacciotti/Mahmud to approve the Mayor's nominations to the Youth Commission of Cole Chuang and Elissa Fong (8th Grade); and Eileen Cheng (11th Grade) for a full two-year school term from September 1, 2015 until June 30, 2017. By voice vote, the motion passed unanimously. Absent: None.

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

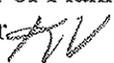
*Diana Mahmud, Mayor/Agency Chair
Michael A. Cacciotti, Mayor Pro Tem/Agency Vice Chair
Robert S. Joe, Council/Agency Member
Marina Khubesian, M.D., Council/Agency Member
Richard D. Schneider, M.D., Council/Agency Member*

*Evelyn G. Zneimer, City Clerk/Agency Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: David G. Watkins, AICP, Director of Planning and Building 
Knarik Vizcarra, Assistant Planner 

SUBJECT: **First Reading and Introduction of Ordinances to Amend the South Pasadena Municipal Code and Mission Street Specific Plan to Provide Standards and Requirements for Establishing Valet Parking Operations**

Recommendation

It is recommended that the City Council read by title only for first reading, waive further reading, and introduce two ordinances (Attachments 1 and 2) that create South Pasadena Municipal Code (SPMC) Section 36.310.111 (Valet Parking) and Mission Street Specific Plan (MSSP) Section 6.2.4 (Valet Parking), and amend SPMC Sections 36.410.090 (Parking Use Permits), and 36.400.020 (Authority for Land Use and Zoning Decisions) and MSSP Section 6.0 (Transportation and Parking). The ordinances provide requirements and standards for establishing valet parking; currently lacking in both the SPMC and the MSSP.

Fiscal Impact

There is no fiscal impact related to the adoption of the proposed ordinances.

Commission Review and Recommendation

On January 25, 2016, February 22, 2016, March 28, 2016, and April 25, 2016 this matter was reviewed by the Planning Commission (Commission). On April 25, 2016, the Commission adopted P.C. Resolution 16-09 (Attachment 3), recommending that the City Council adopt the proposed ordinance.

Background

In October 2015, staff solicited direction from the City Council for a policy regarding valet parking. This was based on a need expressed by a local business, previous informal discussions with the Chamber of Commerce on the potential benefits of valet parking to local businesses, and as a proactive measure for providing tools for the revitalization of significant sites in the City such as the Rialto Theatre. The City Council voted 4-1 (then-Mayor Pro-Tem Mahmud voting “no”) to direct the Commission to consider a Zoning Code Amendment to address valet parking; the City Council also directed staff to solicit input from the Chamber of Commerce Economic Development Committee (EDC).

On January 14, 2016, staff presented proposed changes to both the Zoning Code and the MSSP related to valet parking to the EDC and requested input. The members of the EDC were supportive of the idea of valet parking and provided comments based on the major proposed changes presented by staff (Attachment 4):

The Planning Commission reviewed the draft ordinance at four regularly scheduled meetings beginning January 25, 2016. On April 25, 2016, the Commission determined no further changes were necessary to the proposed ordinances and voted to adopt P.C. Resolution No. 16-09 recommending the City Council adopt the ordinances related to valet parking.

On May 18, 2016, the City Council considered the two ordinances for a first reading and introduction. Following questions and discussion on numerous sections of the proposed ordinances, the City Council determined that requested changes were substantial and asked staff to revise the ordinances as discussed and return for a first reading at the June 15, 2016 City Council meeting. The requested changes are summarized below:

Table 1.

Requested Revisions	Resulting Revisions
Provide clarification on where valet stands would be allowed for Zoning Code Amended as this was not specified	Section F. (Location Restrictions) was added to the ordinance to specify that valet standards would only be permitted in the CG Zone and within the Central District as identified in the Land Use Element of the General Plan.
Set maximum of on-street parking that can be utilized	Under Section G. (Standards for Valet Parking), a maximum of three on-street parking spaces was included for valet operation; additional spaces can be considered if substantial evidence can be provided to support the need.
Provide additional finding to consider effect on adjacent businesses	Under Section J. (Findings and Decision), a sixth finding was added to require that valet parking operation be approved only if an affirmative finding can be made that the operation would not have an adverse impact on adjacent businesses.
Revise condition 3 and 4 under conditions of approval; the conditions as originally written were too lenient	Staff worked with the Police Department again to revise these conditions related to the consequences of citations related to the valet operations, including traffic accidents. The revised conditions provide the City ability to suspend valet parking operations up a week, rather than until the following morning.
Minor revisions providing clarifying language	Sections affected include H. (Submittal Requirements), J. (Findings and Decision), and L. (Post Approval Procedure).

Analysis

Zoning Code Amendment

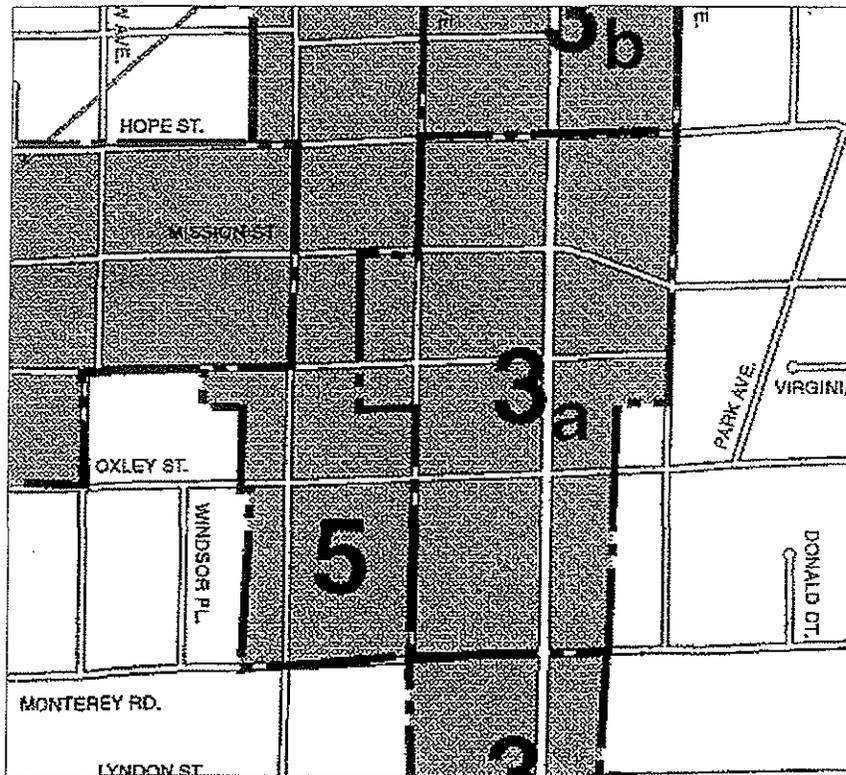
The proposed amendment includes creating a separate section that contains all standards, regulations, and processing procedures of valet parking applications. The current Zoning Code only mentions valet parking under the SPMC Section 36.410.090 under the umbrella of Parking Use Permits (PUP). This section simply notes that a PUP would be required for valet parking. Under the current regulations, such an application would be subject to review and decision by the Director of Planning and Building without a public hearing unless filed concurrently with a different Zoning Approval that triggers Planning Commission review. No other standards or regulations are included specific to valet parking.

The proposed amendment includes creation of a new zoning approval specifically for valet parking, VPUP, and would require review of the application by the Commission during a Public Hearing. The following table is a summary of the proposed amendments to the Zoning Code:

Table 2. Changes to the Zoning Code

SPMC Section	Proposed Change
36.410.090 (Parking Use Permits)	<ul style="list-style-type: none"> • Eliminate any reference to valet parking in the context of requiring a PUP, reference new section for regulations related to valet parking. • Revise language for revocation of PUPs to be the same as that for valet parking; current language is unclear.
36.400.020 (Authority for Land Use and Zoning Decisions) Table 4-1	<ul style="list-style-type: none"> • Add <i>Valet Parking Use Permit</i> as a type of decision under the umbrella of Administrative and Amendments in Table 4-1. The review authority would be the Commission, and decisions would be appealable to the City Council. • Remove <i>Parking Use Permit</i> under the Design Review umbrella. This is not a change to any current requirement in the Zoning Code, rather a clean-up item as the <i>Parking Use Permit</i> is noted twice in the table – once under Administrative and Amendments and another under Design Review. • Correct <i>Parking Use Permit</i> review authority to reflect the Director; this is also a clean-up item.
36.310.111 (Valet Parking) NEW SECTION ADDED	Consists of the following subsections: A. Purpose. B. Applicability. C. Definitions D. Application filing and processing E. Public hearing and noticing F. Standards for valet parking.

	<p>G. Pre-application meeting. <i>New subsection</i> H. Submittal requirements I. Findings and decision J. Conditions of Approval K. Post approval procedures L. Valet Operator’s Permit <i>New subsection</i></p> <p>Notable regulations/standards:</p> <ul style="list-style-type: none">• Valet Parking allowed in CG zone within Central District subarea of the Fair Oaks Corridor Focus Area identified.• Valet parking operations must be open to all, unless loading zone is off-street.• Maximum of one valet parking stand per block/per side of the street.• Some level of traffic study/analysis required for all valet parking application requests.• Valet parking stands adjacent to residentially zoned properties are prohibited.• In addition to standards noticing/public hearing requirements as prescribed in Division 36.630, a legal notice must be posted on receiver site for the same length of time public notice is required.• Use of residential parking lots as receiver sites is prohibited.• Street parking shall not be utilized for parking of vehicles valet parked.• Valet operator required to have a Valet Operator’s Permit granted by the Director of Planning and Building. Permit may be revoked by the Director for noncompliance; revocation is appealable to the Commission. VPUP applicant may hire new operator if first operator’s permit is revoked.• Shared parking may be utilized provided there are complementary use hours or with a Parking Study that supports the proposal.• Permit can be suspended with only a 24 hour notice while staff proceeds with revocation or modification of approved permit in compliance with SPMC Section 36.640.070.
--	--



The area identified as 3a in the Figure above is the Central District subarea of the Fair Oaks Corridor Focus Area identified in the General Plan; Valet parking operations outside the MSSP would be restricted to the Central District.

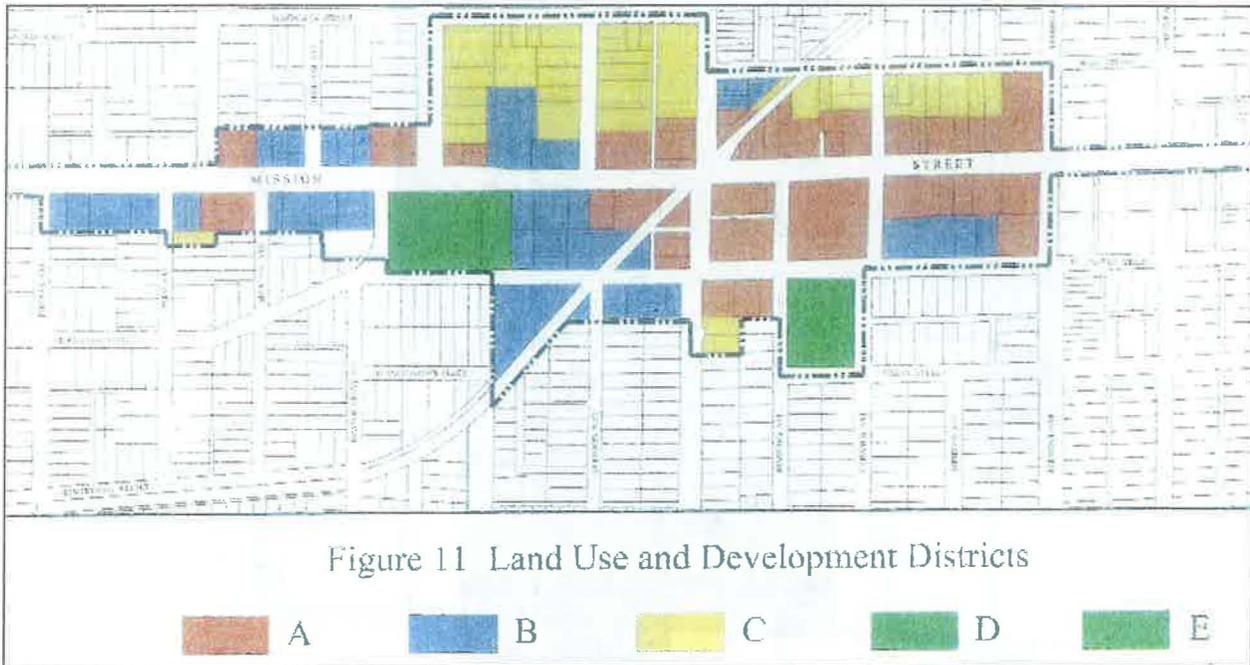
Mission Street Specific Plan

The proposed amendment for the MSSP differs from the amendments to the Zoning Code only with regard to the location restrictions that are specific to districts in the MSSP, all other related regulations refer to the Zoning Code in effect at any given time.

Table 3. Changes to the MSSP

MSSP Section	Proposed Change
Add subsection 6.2.4 Valet Parking	<p>In order to address safety, traffic, and queuing concern, while maintaining consistency with the General Plan, the proposed amendment would:</p> <ul style="list-style-type: none"> • Allow valet parking only if it is open for use by patrons of Mission Street and all establishments. • Allow valet parking only on Mission Street adjacent to properties located in District A and B only as District C is residential; this is consistent with restrictions proposed in the Zoning Code. • Refer to current Zoning Code for all other valet parking

	requirements regulations.
--	---------------------------



The Figure above identifies the different districts located in the Mission Street Specific Plan. As noted above, valet parking would be allowed with the granting of a Valet Parking Use Permit only on Mission Street and restricted to Districts A and B to avoid residential and community facilities.

Consistency of the proposed amendments with the General Plan and MSSP

As required by State Law, the established Zoning Code and any subsequent amendments shall be consistent with, and implement the goals, policies, objectives, and guidelines of the General Plan.

Zoning Code Amendment and the General Plan

Section 2.5B Economic Development/Commercial Revitalization of the Land Use Element of the General Plan includes the following Goals and Policies.

Goal 2: To maintain the character of South Pasadena’s “main street” commercial areas, support the proprietary businesses of the city, avoid deterioration of commercial areas and the business tax base, and promote those forms of economic development that will provide additional jobs, services and opportunities to the city and its residents.

Policies:

2.6: Establish controls. Adopt appropriate specific plans, zoning designations, development standards and code enforcement procedures to assure compatible scale and orientation of buildings, effective site planning, shared parking and the joint use of facilities, with an emphasis on transit and bicycle access.

2.7: Facilitate revenue generating uses and development. Permit uses and structure zoning districts and development mechanisms that will generate revenue to the City. Encourage development that will produce continuing revenues to the City.

Section 2.5 C Reduced Auto Dependence/Circulation Without Cars of the Land Use Element includes the following goals and policies:

Goal 4: To ensure that an adequate supply of parking is available to meet the demands generated by land use.

Policies: 4.1 Improve parking management. Promote greater efficiency in existing parking arrangements and management to reduce the amount of land devoted to frequently vacant parking lots.

4.4: Encourage parking alternatives. Seek a complementary mixture of land uses so that parking may be shared. Consider all concepts relating to joint use shared parking and off-peak demand to maximize utilization.

The General Plan identifies the Fair Oaks Corridor as one of eight focus areas. The Central District is one of three sub-areas of the Fair Oaks Corridor. Some of the objectives and guidelines found specifically for the Central District are as follow:

Objective 1.4: Promote or “seed” economic revitalization.

Guideline 1.12: Generate new revenue and improved parking Foster new economic activity and an additional source of revenue for City, at the same time providing development with incentive to provide additional parking.

Objective 1.6: Enhance availability of parking

Guideline 1.16 Improve parking management. Promote greater efficiency in existing parking arrangements and management.

Guideline 1.18 Promote flexible parking standards. Seek a complementary mixture of land uses so that parking may be shared. Consider flexible parking standards.

Analysis

The City recently adopted an ordinance related to parking requirement for historic structures in the CG zoning district that only requires such uses located in such building to provide only as much parking that can be accommodated on site in order to remove impediments for adaptive reuse of these buildings and encourage desirable uses. However, this does not eliminate the need

for parking. The Rialto Theatre, for example, is an important landmark in the city that does not have any on-site parking. Providing a public process, standards, and regulations for valet parking allows parking alternatives for businesses such as the Rialto that do not have the standard on-site parking, and encourages shared parking through the use of underutilized parking areas during off-peak hours, which may potentially produce continuing revenues to the City. Additionally, the proposed ordinance includes a provision that requires valet parking operations that have on-street loading zones to allow use of the service by everyone, not only patrons of a particular establishment.

MSSP Amendment and the General Plan and MSSP

The General Plan also identifies the MSSP as one of eight focus areas. Some of the objectives and guidelines found specifically for this area:

Objective 1.1: Foster activity and pedestrian usage

Objective 1.2: Enhance Availability of Parking

Guideline 1.4 Improve Parking and Access. Increase curbside parking to add to the convenience of Mission West shopping. Provide incentives to create structured parking to maintain compaction and destination proximity. Design access so as not to interfere with pedestrian activity.

Under Section 6.0 of the Mission Street Specific Plan, the intent of the plan as it relates to transportation and parking is written as follows:

- Encourage and provide alternative means of access to the [Gold] Line station and Mission St. other than automobiles.
- Provide adequate parking that can be shared by the shopping district and the [Gold] Line Station.
- Centralize [the] parking behind the Mission St. frontage to maintain its pedestrian oriented character.
- Encourage shared parking by all businesses in the Core Area (so that shoppers can park in one location and visit many different businesses).

Analysis

The proposed amendment requires that all valet parking operation be inclusive. There is a possibility of valet parking operators utilizing the currently underutilized tandem parking spaces located in the MMVPG, just as the pilot program has done. Thus, proposed valet parking operations can comply with the standards and requirements of the MSSP and Zoning Code Amendment. The effect on availability of on-street parking would be minimal as the proposed amendments restrict the number of valet stands to one per block per side of the street. Additionally, the requirement of some level of traffic analysis would potentially result in further restrictions on the location and/or hours of valet parking operations given the proximity of the Gold Line crossing at the intersection of Mission St. and Meridian Ave.

General Plan and MSSP Consistency Conclusion

Based on the analysis provided above, both draft ordinances are consistent with the goals, policies, objectives, and guidelines of the General Plan intended for each of the commercial areas affected. And the proposed ordinance for the MSSP is consistent with the intent of the plan with regard to transportation and parking elements.

Legal Review

The City Attorney has reviewed this item and the proposed ordinances

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review*.

Attachments:

1. City Council Ordinance – Zoning Code
2. City Council Ordinance – Mission Street Specific Plan
3. PC Resolution No. 16-09
4. City Council Report for May 18, 2016
5. Minutes of the October 21, 2015 City Council Meeting
6. Minutes of the January 25, 2016 Planning Commission Meeting
7. Minutes of the February 22, 2016 Planning Commission Meeting
8. Written Public Comment
9. Data for Pilot Valet Operation Located in front of 1008-1010 Mission Street
10. All Affected Zoning Code Sections
11. All Affected MSSP Sections

This page intentionally left blank.

ATTACHMENT 1
City Council Ordinance – Zoning Code

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING SECTIONS 36.410.090 (PARKING USE PERMIT),
36.400.020 (AUTHORITY OF LAND USE AND ZONING
DECISIONS), AND ADDING SECTION 36.310.111 (VALET
PARKING) OF THE SOUTH PASADENA MUNICIPAL
CODE TO ESTABLISH REGULATIONS, STANDARDS AND
REVIEW PROCESS FOR VALET PARKING**

WHEREAS, on October 21, 2015, the City Council directed the Planning Commission to consider a Zoning Code Amendment to establish regulations for valet parking; and,

WHEREAS, on April 25, 2016, the Planning Commission, pursuant to Zoning Code Section 36.620.050 A., passed P.C. Resolution 16 - ____, which made a written recommendation to the City Council to amend South Pasadena Municipal Code (SPMC) Sections 36.410.090 (Parking Use Permit) and 36.400.020 (Authority of Land Use and Zoning Decisions), and add SPMC Section 36.310.111 (Valet Parking) establishing regulations, standards, and public review process for valet parking; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds that the proposed Zoning Code amendment would not have a significant impact on the environment and so is exempt from the California Environmental Quality Act (CEQA) review under Section 15061(b)(3)—General Rule, which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

SECTION 2. Pursuant to SPMC Section 36.620.070 (Findings and Decision), the City Council hereby makes the following findings with respect to the proposed amendment to SPMC Sections 36.310.111, 36.400.020, and 36.410.090.

- 1. The proposed amendment is consistent with the actions, goals, objectives, policies, and programs of the General Plan.** The City recently adopted an ordinance related to parking requirement for historic structures in the CG zoning district that only requires such uses located in such building to provide only as much parking that can be accommodated on site in order to remove impediments for adaptive reuse of these buildings and encourage desirable uses. However, this does not eliminate the need for parking. The Rialto Theater, for example, is an important landmark in the city that does not have any on-site parking. Providing a public

process, standards and regulations for valet parking allows parking alternatives for businesses such as the Rialto that do not have the standard on-site parking, and encourages shared parking through the use of underutilized parking areas during off-peak hours, which may potentially produce continuing revenues to the City. Additionally, the proposed ordinance includes a provision that requires valet parking operations that have on-street loading zones to allow use of the service by everyone, not only patrons of a particular establishment.

Joint use shared parking and off-peak demand use to maximize utilization of parking, promoting flexible parking standards, promoting economic revitalization are all objectives and guidelines of the General plan with which the proposed amendment is consistent.

2. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.** This amendment provides regulations, standard, and a public process for the review of proposed valet parking operations. The current lack of language relating to valet parking does not provide a standard by which to measure proposed application. The amendment is written to provide the City the ability to thoroughly review proposed valet parking operations in order to ensure that the proposals would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. Thus, this finding can be made.
3. **The proposed amendment is internally consistent with all other applicable provisions of this Zoning Code.** The amendment revises two sections of the Zoning while adding another to maintain internal consistency with all applicable provisions of the Zoning Code.

SECTION 3. Table 4-1 of SPMC Section 36.400.030 (Authority for Land Use and Zoning Decisions) of Article 4 (Zoning Approval Procedures) of Chapter 36 (Zoning) of the South Pasadena Municipal Code is hereby amended to read as follows: (*new words and phrases are underlined; deletions are indicated by being stricken through*)

36.400.020 Authority for Land Use and Zoning Decisions.

Table 4-1 (Review Authority) identifies the City official or body responsible for reviewing and making decisions on each type of application, land use permit, and other approvals required by this Zoning Code.

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	DRB (2)	CHC (3)	Planning Commission	City Council
Administrative and Amendments						
Affordable Housing Review	36.370				Decision	Appeal
Density Bonus Review	36.370	Decision				
Development Agreement	36.430				Recommend	Decision
General Plan amendment	36.620				Recommend	Decision
Interpretation	36.110	Decision (4)			Appeal	Appeal
Specific Plan	36.440				Recommend	Decision
Zoning Map amendment	36.620				Recommend	Decision
Zoning Text amendment	36.620				Recommend	Decision

TABLE 4-1. (Continued) REVIEW AUTHORITY						
Zoning Approvals						
Administrative Modification	36.410.070	Decision (4)			Appeal	Appeal
Administrative Use Permit	36.410.060	Decision (4)			Appeal	Appeal
Certificate of Appropriateness	See Municipal Code			Decision		Appeal
Conditional Use Permit	36.410.060				Decision	Appeal
EIR Certification	36.400.070				Certify (5)	Certify (5)

Emergency Shelters	36.350.250	Decision				
Hillside Development Permit	36.410.065				Decision	Appeal
Home Occupation Permit	36.410.030	Issued				
<u>Valet Parking Use Permit</u>	<u>36.410.090</u>				<u>Decision</u>	<u>Appeal</u>
Parking Use Permit	36.410.090	<u>Decision</u>			<u>Decision</u> <u>Appeal</u>	Appeal
Planned Development Permit	36.410.100				Decision	Appeal
Planning Clearance	36.410.020	Issued				
Reasonable Accommodation	36.400.110	Decision			Appeal	Appeal
Sign Permit	36.320		Decision		Appeal	Appeal
Single Room Occupancy	36.350.260	Decision				
Temporary Use Permit	36.410.050	Issued				
Variance	36.410.080				Decision	Appeal
Design Review						
Administrative Modification		Decision (4)			Appeal	Appeal
Administrative Use Permit		Decision (4)			Appeal	Appeal
Certificate of Appropriateness	See Municipal Code			Decision		Appeal
Conditional Use Permit					Decision	Appeal
TABLE 4-1. (Continued) REVIEW AUTHORITY						

Design Review (Continued)						
Design Review (6)	36.410.040		Decision		Appeal	Appeal
Design Review for Multi-Family 7 or more units, or Not-Exempt from CEQA (7)	36.410.040				Decision	Appeal
Hillside Development Permit					Decision	Appeal
Parking Use Permit	-	-	-	-	Decision	Appeal
Planned Development Permit					Decision	Appeal
Sign Permit			Decision		Appeal	Appeal
Variance					Decision	Appeal

SECTION 4. SPMC Section 36.410.090. (Parking Use Permits) of Article 4 (Zoning Approvals or Disapprovals) of Chapter 36 (Zoning) of the South Pasadena Municipal Code is hereby amended to read as follows: *(new words and phrases are underlined; deletions are indicated by being stricken through)*

36.410.090 Parking Use Permits.

A. Purpose. This Section provides a process for the discretionary review of proposed parking facilities that are not located on the same site as the land uses they serve, to ensure compliance with basic health, safety, and community welfare standards, while providing opportunities for suitable alternatives to on-site parking.

B. Applicability. A Parking Use Permit shall be required to authorize:

1. The use of off-site parking facilities to satisfy the parking requirements for a proposed use established by Division 36.310 (Parking and Loading);
2. A commercial parking facility serving the general public which charges a parking fee;
3. The sharing of parking facilities by adjacent or nearby uses on parcels under separate ownership; and.

4. The use of parking by off-site uses or activities, or as commercial parking. (Applications for off-site parking may require some or all application requirements found in SPMC Section 36.310.060(C)).

~~5. The use of valet parking.~~

C. Application filing and processing. An application for a Parking Use Permit shall be prepared, filed, and processed in compliance with Division 36.400 (Application Filing and Processing). It is the responsibility of the applicant to establish evidence in support of the findings required by Subsection G. (Findings and decision), below.

D. Review authority.

1. Director. The Director shall review a Parking Use Permit where:

a. The use associated with the proposed parking requires Director review and decision in compliance with Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards); and

b. An applicant proposes to make excess parking spaces available to others.

2. Commission. The Commission shall review a Parking Use Permit where the use associated with the proposed parking requires Commission review and discretionary approval in compliance with Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards).

3. Exception. The Commission shall review all requests for Valet Parking. See Section 36.310.111

H. Conditions of approval. In approving a Parking Use Permit, the review authority may impose reasonable and necessary specific developmental, locational, and operational conditions relating to both on- and off-site improvements, and facility operation, which are intended to ensure that:

1. Access to the site is adequate to accommodate the proposed off-site parking and the traffic that the facility would reasonably generate;

2. The design, location, size, and operating characteristics of the proposed off-site parking are compatible with the existing and future land uses on-site and in the vicinity of the subject property;

3. The establishment, maintenance, or operation of the proposed parking at the location proposed does not endanger, jeopardize, or otherwise constitute a menace to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed parking lot or structure;

4. Where the off-site parking spaces are new, and in close proximity to residential uses, and especially bedroom windows, they are designed and operated to comply with the City's noise standards of the General Plan, and

with proper consideration for headlight impacts in compliance with Section 36.300.090 (Outdoor Lighting).

~~5. Any proposed valet parking use will not generate excessive traffic on surrounding public streets.~~

K. Post approval procedures.

1. Expiration and extension. To ensure continued compliance with the provisions of this Section, each approved Parking Use Permit shall expire 12 months from the effective date of approval, unless otherwise specified in the permit, if the use has not been established. Time extensions may be granted in compliance with Section 36.420.040.

~~2. Revocation. A Parking Use Permit may be revoked or modified, with only a 24-hour notice, in compliance with Section 36.640.070 (Zoning Approval Revocation and Modification).~~

2. Revocation. A Parking Use Permit may be suspended, with a 24-hour notice, while proceeding with revocation or modification procedures in compliance with Section 36.640.070 (Zoning Approval Revocation and Modification).

SECTION 5. SPMC Section 36.310.111 (Valet Parking) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code is hereby added to read as follows:

36.310.111 Valet Parking.

A. Purpose. This section provides regulations, standards, and a process for the discretionary review of proposed valet parking operations both on a short- and long-term basis located on and/or off-street. The purpose of this section is to allow business establishments to provide suitable alternatives to on-site parking while ensuring compliance with basic health, safety, and community welfare standards.

B. Applicability. A Valet Parking Use Permit shall be required to authorize:

1. The use of on-street valet parking operation ~~parking~~; or,
2. The use of on-site valet parking operation (where loading zone is located on private property) ~~attendant operated parking.~~

C. Definitions. The following terms and phrases, whenever used in this chapter, shall be construed as defined in this section:

1. “Applicant” means any person who causes to be operated a valet parking operation.

2. "Block" means all that space within two cross streets, avenues, lanes, places or drives. Where one side of the street has a longer block than the other, the longer unbroken segment shall be considered a "block" for both sides of the street.
3. "Driver" means the person in direct and immediate possession or charge of, or driving or operating, the vehicle being parked in a valet parking operation.
4. "Operator" means any person engaged in the business of a valet parking operation.
5. "Person" means a natural person, firm, partnership, association, corporation or other business entity, and employees, agents and subcontractors thereof.
6. "Loading space(s)" or "loading area" means the spaces, either on- or off-street, utilized for the valet operator to take possession of the vehicle from the owner, and return the vehicle.
7. "Receiver site" means the location of the off-street parking that the valet operator will utilize to park vehicles.
8. "Supplemental requirements letter" means the letter that the City shall provide to applicants following a pre-application meeting noting the level of traffic study/analysis required, and any other information required in addition to the information explicitly noted under *Submittal Requirements* of this division.
9. "Valet parking operation" means the receiving, taking possession of, driving, moving, parking or leaving standing, any vehicle that is left at one location to be driven to another location for parking, whether or not a charge is levied, and whether or not done under contract to the business or organization for which the vehicles are being parked, or done independently. It does not include operators of public or private off-street parking operations or facilities where customers park their own vehicles and remove the keys themselves.
10. "Valet parking sign" means a sign, temporary or permanent, approved by the Public Works Director designating the location and hours of an authorized valet parking operation.
11. "Valet parking stand" or "valet stand" means the physical stand and area adjacent to the loading area for the valet operation.

D. Application filing and processing. An application for a Valet Parking Use Permit shall be prepared, filed, and processed in compliance with Division 36.400 (Application Filing and Processing). It is the responsibility of the applicant or applicants, should the application includes multiple entities, to establish evidence in support of the findings required by Subsection H. (Findings and decision), below.

E. Public hearing and noticing. Public hearing and noticing in compliance with Division 36.630 shall be required for the review of a Valet Parking Use Permit. The Planning Commission shall be the review authority for Valet Parking Use Permit.

1. Noticing. In addition to standard noticing requirement prescribed in Division 36.630, a minimum 11- by 17-inch legal notice shall be placed at the receiver site.

F. Location Restrictions. Valet parking stands are restricted to CG Zone within the Central District, as identified in the Land Use Element of the General Plan.

GF. Standards for valet parking. All permits issued pursuant to this chapter shall conform to the following standards:

1. Valet parking operations shall not be exclusive for patrons of a particular establishment unless the loading zone is on private property.
2. A maximum of one valet parking stand shall be permitted per block, per side of the street to promote shared valet services.
- ~~2-3.~~ A maximum of three on-street parking spaces may be utilized for valet parking loading zone unless substantial evidence is provided that a specific site warrants the use of additional spaces.
- ~~3-4.~~ Valet parking stands are prohibited adjacent to residentially zoned property.
- ~~4-5.~~ Use of residential parking lots/areas as receiver sites is prohibited.
- ~~5-6.~~ Street parking shall not be utilized in whole or in part for receiver sites.

HG. Pre-Application Meeting. A pre-application meeting ~~shall be required with the applicant(s) and between~~ City staff and the applicant is required during which ~~where~~ the applicant shall provide to staff the information described in Subsections H1 and H2. The purpose of this meeting is to allow staff to determine the level of traffic study/analysis necessary to satisfy any required CEQA analysis specific to the proposal at issue, and also to enable staff to identify any additional information that will be required for each particular proposal and provide a Supplemental Requirements Letter to the applicant(s) following such meeting accordingly.

IH. Submittal Requirements. The applicant(s) shall provide the following minimum required materials in addition to a Valet Parking Use Permit application. Additional information may be required after initial review of the proposed application by staff, in order to provide complete information for consideration by the Planning Commission.

1. Narrative. A written narrative that includes:
 - a. A description of how the valet service will operate;
 - b. the number of on-street parking spaces that will be utilized for passenger loading and unloading (if applicable);
 - c. the number of parking spaces available at the receiver site;
 - d. Days and Hours of operation for valet service; and
 - e. Number of attendants.

2. Valet parking operation plan. The following should be included in the valet parking operation plan:
 - a. A diagram at a ¼" scale showing the location of valet stand, valet sign(s), customer waiting area, and width of sidewalk available to pedestrians.
 - b. Number of parking spaces to be utilized as loading spaces, and adjacent parking spaces and/or driveways, including dimensions.
 - c. Circulation map that details the route to and from the off-site parking location for both vehicles and attendants.
3. Copy of Supplemental Requirements Letter from the pre-application meeting and all supporting materials requested in the letter.
4. Traffic Study. The applicant(s) shall submit a traffic study or analysis for review by the Public Works Department that includes level of analysis detailed in the Supplemental Requirements Letter.
5. A copy of a written contract, license or lease between the applicant and the operator of any parking facility or storage area designated as the parking or storage location, which contract or covenant shall contain a provision that it cannot be cancelled without at least thirty (30) days' written notice to the other party and to the city, unless cancellation is directly related to suspension or revocation of the Valet Parking Use Permit.

H. Findings and decision. The Planning Commission may approve or modify a Valet Parking Use Permit application in whole or in part, with or without conditions, only after first finding that:

1. The proposed valet parking operation is allowed within the applicable zoning district and complies with the intent of all of the applicable provisions of this Zoning Code;
2. The proposed valet parking operation would be consistent with the actions, goals, objectives, policies, and programs of the General Plan and any applicable specific plan;
3. The establishment, maintenance, or operation of the proposed valet parking location and/or receiver site do not endanger, jeopardize, or otherwise constitute a menace to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed parking lot or structure;
4. The proposed valet parking operation use will not create a negative traffic impact on surrounding public streets; and;
5. Access to the receiver site is adequate to accommodate the proposed valet parking operation and the traffic that it would reasonably generate.
6. The proposed valet parking operation has no substantial adverse impact on adjacent businesses.

K. Conditions of approval. In approving a Valet Parking Use Permit, the Commission may impose reasonable and necessary specific developmental, locational, and operational conditions relating to both on- and off-site improvements, and facility operation. Otherwise, the following standard conditions of approval shall apply to all Valet Parking Use Permits.

1. The valet parking operator is responsible for complying with all applicable requirements and conditions of the granted Valet Parking Use Permit. Non-compliance may result in revocation of Valet Operator's Permit in compliance with Section 36.310.111 L.
2. Valet operator must suspend receiving additional vehicles when the receiver site is full; no on-street parking shall be utilized to park valeted vehicle.
3. Upon the issuance of the first citation for violation of the California Vehicle Code in any week to either the operator or its employees. A police officer and/ or City Manager designee may suspend all operations of the valet parking operator, except for retrieval of vehicles already subject to valet parking, for the remainder of the day's hours of operation and up to a week, depending on the severity of the violation. (which suspension may extend to 8:00 a.m. of the following day), upon the issuance, to the applicant(s), the operator or its employees, of three or more citations for violation of the California Vehicle Code in any 1 week period in said location. Upon the issuance of a second citation in a 6 month period, staff may immediately suspend the Valet Parking Use Permit while proceeding with revocation or modification procedures in compliance with Section 36.640.070 (Zoning Approval Revocation and Modification).
4. Upon the occurrence of any traffic accident arising out of the operating conditions within or around a valet parking operation Aa police officer and/ or City Manager designee may suspend all operations of the valet parking operator, except for retrieval of vehicles already subject to valet parking, for the remainder of the day's hours of operation and up to a week depending on the severity of the situation. police officer and/ or City Manager designee may suspend all operations of the valet parking operator, except for retrieval of vehicles already subject to valet parking, for the remainder of the day's hours of operation (which suspension may extend to 8:00 a.m. of the following day), upon the occurrence, in said location, of any traffic accident arising out of operating conditions within or around a valet parking station or valet parking zone or where otherwise required because of an emergency situation whether or not arising from the operation of the valet parking operation.
5. The operator must post a sign during their business hours at each location where they take possession of vehicles. The sign must identify the name,

Formatted: Strikethrough

address and telephone number of the operator, the rates charged, the hours of operation, and, unless the loading zone is on private property, clearly indicate that the operation is open to the public. Sign language, size, colors, etc. shall be approved by the Director of Public Works prior to posting/installation.

6. The operator shall, upon the receipt of each motor vehicle accepted for valet parking, give a claim check to the owner. The claim check shall explicitly state the terms and conditions under which the vehicle is being accepted. ~~The sign needs to be removed at the end of each day.~~
7. A copy of the operator's valid business license and route diagram must be maintained at the valet parking operation site.
8. The city may charge street usage or facility usage fees for the use of city streets and properties by valet parking operators.
9. The city shall charge sign fees for the cost of installation, maintenance, and removal of any valet parking-related signs and curb markings.
10. Use, occupation and obstruction of the public right-of-way which is permitted under this permit may be temporarily suspended, without prior notice or hearing, when, in the discretion of the Chief of Police, Director of Public Works, and/or City Manager or designee, any such use, occupation or obstruction may interfere with public safety efforts or programs, street improvement activities, special events, construction activities, cleaning efforts or other similar activities, or with the health, welfare or safety of the public.
11. Permits for the use of the public right-of-way shall be considered temporary and nonpermanent in nature, and permittee shall have neither property interest in nor any entitlement to the granting or continuation of any such permit.
12. The applicant and each successor in interest to the property which is the subject of this project approval, shall defend, indemnify and hold harmless the City of South Pasadena and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council or City Planning Commission concerning this use.
13. Applicant must pay annual fee for use of sidewalk, consistent with sidewalk dining permit fee.
14. Should the proposal include the use of any part of the public right-of-way, a \$1,000,000 liability insurance policy naming the City of South Pasadena as the additional insured must be provided to the Public Works Department prior to commencing the valet parking operation. This insurance policy shall be kept current during the duration of the valet parking operation.

LK. Post approval procedures.

1. Expiration and extension. To ensure continued compliance with the provisions of this Section, each approved Valet Parking Use Permit shall expire 12 months from the effective date of approval, unless a shorter period is otherwise specified in the permit, if the use has not been established. No time extensions shall be granted.

2. Revocation or modification. A Valet Parking Use Permit may be suspended with a 24-hour notice to the operator, while City staff proceeding with revocation or modification procedures in compliance with Section 36.640.070 (Zoning Approval Revocation and Modification).

LM. Valet Operator's Permit.

1. Granting of Valet Operator's Permit. Following the granting of a VPUP, the valet operator of the applicant's choice shall apply for a Valet Operator's Permit in conjunction with a City business license. The application shall include a statement signed by the operator stating that the operator understands the conditions of approval of the applicable VPUP under which the operator would be operating. An operator's permit shall be approved or denied by the Director of Planning and Building or his/her designee.

2. Revocation of Valet Operator's Permit. Revocation of a Valet Operator's Permit shall be in compliance with the following

a. Notice of intent to revoke. The following may result in a Notice of Intent to Revoke by the Director of Planning and Building:

I. A written report of the police department or any officer or employee of the City disclosing asserted violation of law, ordinance, or conditions of approval of applicable VPUP.

II. A written complaint verified by a police officer or City employee in their official capacity.

b. Revocation. A Valet Operator's Permit may be revoked by the Director of Planning and Building a minimum of 10 days following delivery of the Notice of Intent to Revoke to the VPUP holder and the Valet Operator, if it is found that the Permittee operated in violation of any law, ordinance, or conditions of approval of the applicable VPUP. The holder of the VPUP may choose to employ a different valet operator, subject to the same regulation of this Section, and the conditions of approval of the applicable VPUP.

c. Repeat Revocation of Valet Operator's Permit. Failure to comply with a VPUP's conditions by two separate operators that both result in revocation of the Valet Operator's Permit, shall result in the suspension of the related VPUP in compliance with 36.310.111 ~~KL~~2 as staff proceeds with either modification or revocation of said VPUP.

SECTION 6. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ___ day of ____, 2016.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the XXth day of Xxxxx, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

This page intentionally left blank.

ATTACHMENT 2
City Council Ordinance
Mission Street Specific Plan

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADDING SECTION 6.2.4 (VALET PARKING) TO THE
MISSION STREET SPECIFIC PLAN TO ESTABLISH
REGULATIONS, STANDARDS AND REVIEW
PROCESS FOR VALET PARKING**

WHEREAS, on October 21, 2015, the City Council directed the Planning Commission to consider a Zoning Code Amendment to establish regulations fo valet parking; and,

WHEREAS, on April 25, 2016, the Planning Commission, pursuant to Zoning Code Section 36.620.050 A., passed P.C. Resolution 16 - ____, which made a written recommendation to the City Council to amend the Mission Street Specific Plan (MSSP) to add Section 6.2.4 Valet Parking establishing regulations, standards, and public review process for valet parking; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds that the proposed Zoning Code amendment would not have a significant impact on the environment and so is exempt from the California Environmental Quality Act (CEQA) review under Section 15061(b)(3)—General Rule, which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

SECTION 2. Pursuant to Government Code Sections 65453 and 65454 and SPMC Section 36.620.070, the City Council hereby makes the following findings with respect to the proposed amendment to the Mission Street Specific Plan.

- 1. The proposed amendment is consistent with the actions, goals, objectives, policies, and programs of the General Plan.** The proposed amendment requires that all valet parking operation be inclusive. Additionally, there is a potential of valet parking operators utilizing the currently underutilized tandem parking spaces located in the Mission Meridian Village parking garage. Thus, proposed valet parking operations that comply with the standards and requirements of the MSSP and Zoning Code amendment would meet the intent of the MSSP as the proposals would still be considered shared parking and foster pedestrian usage, while having the potential of using underutilized public parking spaces and reducing the time spent for the search of parking. Availability of on-street parking is maintained with the proposed amendments as the number of valet stands are restricted to one per block per side of the street which would still maintain street parking, and the requirement of some level of traffic analysis would potentially further restrict the

location and/or hours of valet parking operations given the proximity of the Gold Line crossing at the intersection of Mission Street and Meridian Ave.

2. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.** This amendment provides regulations, standard, and a public process for the review of proposed valet parking operations. The current lack of language relating to valet parking does not provide a standard by which to measure proposed applications. The amendment is written to provide the City the ability to thoroughly review proposed valet parking operations in order to ensure that the proposals would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. .

SECTION 3. MSSP Section 6.2.4 (Valet Parking) of Chapter 6.0 (Transportation and Parking) is hereby added to read as follows:

MSSP Section 6.2.4 Valet Parking

Valet parking shall be allowed within the MSSP per the following standards. All other aspects of proposed valet parking operation shall be in compliance with the current Zoning Code regulations on valet parking.

- A. Valet parking stands (as defined by the Zoning Code) are restricted to District A and B along Mission Street only with a maximum of one stand per block, per side.

SECTION 4. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ___ day of ___, 2016.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the XXth day of Xxxxxx, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 3
PC Resolution No. 16-09

P.C. RESOLUTION NO. 16-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING SECTIONS 36.410.090 (PARKING USE PERMIT), 36.400.020 (AUTHORITY OF LAND USE AND ZONING DECISIONS), AND ADDING SECTION 36.310.111 (VALET PARKING) OF THE SOUTH PASADENA MUNICIPAL CODE TO ESTABLISH REGULATIONS, STANDARDS, AND A REVIEW PROCESS FOR VALET PARKING

WHEREAS, on October 21, 2015, the City Council directed the Planning Commission to consider a Zoning Code Amendment to establish regulations for valet parking; and,

WHEREAS, a code amendment has been developed for the City Council's consideration that would establish regulations, standards and a review process for valet parking; and

WHEREAS, on April 25, 2016, the Planning Commission held a duly noticed public hearing on this matter, at which all interested parties were given the opportunity to be heard and present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission hereby finds that the proposed Zoning Code amendment would not have a significant impact on the environment and so is exempt from the California Environmental Quality Act (CEQA) review under Section 15061(b)(3)—General Rule, which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

SECTION 2. Pursuant to SPMC Section 36.620.070 (Findings and Decision), the Planning Commission hereby makes the following findings with respect to the proposed amendment to SPMC Sections 36.410.090 and 36.400.020, and addition of Section 36.310.111.

- 1. The proposed amendment is consistent with the actions, goals, objectives, policies, and programs of the General Plan.** The City recently adopted an ordinance related to parking requirement for historic structures in the CG zoning district that only requires such uses located in such building to provide only as much parking that can be accommodated on site in order to remove impediments for adaptive reuse of these buildings and encourage desirable uses. However, this does

not eliminate the need for parking. The Rialto Theater, for example, is an important landmark in the city that does not have any on-site parking. Providing a public process, standards and regulations for valet parking allows parking alternatives for businesses such as the Rialto that do not have the standard on-site parking, and encourages shared parking through the use of underutilized parking areas during off-peak hours, which may potentially produce continuing revenues to the City. Additionally, the proposed ordinance includes a provision that requires valet parking operations that have on-street loading zones to allow use of the service by everyone, not only patrons of a particular establishment.

Joint use shared parking and off-peak demand use to maximize utilization of parking, promoting flexible parking standards, promoting economic revitalization are all objectives and guidelines of the General plan with which the proposed amendment is consistent.

2. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.** This amendment provides regulations, standard, and a public process for the review of proposed valet parking operations. The current lack of language relating to valet parking does not provide a standard by which to measure proposed application. The amendment is written to provide the City the ability to thoroughly review proposed valet parking operations in order to ensure that the proposals would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. Thus, this finding can be made.
3. **The proposed amendment is internally consistent with all other applicable provisions of this Zoning Code.** The amendment revises two sections of the Zoning while adding another to maintain internal consistency with all applicable provisions of the Zoning Code.

SECTION 3. For the foregoing reasons and based on the information and findings included in the Resolution, Staff Report, Minutes and testimony received during the public hearing, the Planning Commission of the City of South Pasadena hereby recommends that the City Council adopt the attached ordinance amending Sections 36.410.090 (Parking Use Permits), 36.400.020 (Authority of Land Use and Zoning Decisions, and add Section 36.310.0111 (Valet Parking) to the South Pasadena Municipal Code.

SECTION 4. The Secretary shall certify that the foregoing Resolution was adopted by the Planning Commission of the City of South Pasadena at a duly noticed regular meeting held on the 25th day of April 2016.

-SIGNATURES TO FOLLOW ON NEXT PAGE-

PASSED, APPROVED, AND ADOPTED this 25th day of April, 2016, by the following vote:

AYES: DAHL, MORRISH, KOLDUS & TOM

NOES: NONE

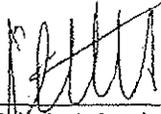
ABSENT: DAVIS

ABSTAIN: NONE



Steven Dahl, Chair

ATTEST:



Kristin Morrish, Secretary

ATTACHMENT 4
City Council Report for May 18, 2016

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

*Diana Mahmud, Mayor/Agency Chair
Michael A. Cacciotti, Mayor Pro Tem/Agency Vice Chair
Robert S. Joe, Council/Agency Member
Marina Khubesian, M.D., Council/Agency Member
Richard D. Schneider, M.D., Council/Agency Member*

*Evelyn G. Zneimer, City Clerk/Agency Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: May 18, 2016

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager
FROM: David G. Watkins, AICP, Director of Planning and Building
Knarik Vizcarra, Assistant Planner

SUBJECT: **First Reading and Introduction of Ordinances to Amend the South Pasadena Municipal Code and Mission Street Specific Plan to Provide Standards and Requirements for Establishing Valet Parking Operations**

Recommendation

It is recommended that the City Council read by title only for first reading, waive further reading, and introduce two ordinances (Attachments 1 and 2) that create South Pasadena Municipal Code (SPMC) Section 36.310.111 (Valet Parking) and Mission Street Specific Plan (MSSP) Section 6.2.4 (Valet Parking), and amend SPMC Sections 36.410.090 (Parking Use Permits), and 36.400.020 (Authority for Land Use and Zoning Decisions) and MSSP Section 6.0 (Transportation and Parking). The ordinances provide requirements and standards for establishing valet parking; currently lacking in both the SPMC and the MSSP.

Fiscal Impact

There is no fiscal impact related to the adoption of the proposed ordinances.

Commission Review and Recommendation

On January 25, 2016, February 22, 2016, March 28, 2016, and April 25, 2016 this matter was reviewed by the Planning Commission (Commission). On April 25, 2016, the Commission adopted P.C. Resolution 16-09 (Attachment 3), recommending that the City Council adopt the proposed ordinance.

Background

In October 2015, staff solicited direction from the City Council for a policy regarding valet parking. This was based on a need expressed by a local business, previous informal discussions with the Chamber of Commerce on the potential benefits of valet parking to local businesses, and as a proactive measure for providing tools for the revitalization of significant sites in the City such as the Rialto Theatre. The City Council voted 4-1 (then-Mayor Pro-Tem Mahmud voting “no”) to direct the Commission to consider a Zoning Code Amendment to address valet parking; the City Council also directed staff to solicit input from the Chamber of Commerce Economic

Development Committee (EDC).

On January 14, 2016, staff presented proposed changes to both the Zoning Code and the MSSP related to valet parking to the EDC and requested input. The members of the EDC were supportive of the idea of valet parking and had the following comments based on the major proposed changes presented by staff:

Proposed Changes Presented	Comments from EDC
Valet parking proposals for MSSP must include a minimum of three participating businesses in order to meet the minimum intent of MSSP and General Plan for MSSP. Not applicable to the Commercial General (CG) zone.	Proposed valet parking should be open to patrons of all businesses and visitors to MSSP area; same regulations should apply in the CG Zone.
In MSSP, proposals east of Prospect Ave. and west of Fairview Ave. would require a traffic study to support proposal and demonstrate insignificant or no safety issues given proximity to Gold Line; no more than one valet parking stand per block.	Concerned that traffic study requirement would be too costly and deter applicants; agreed with max one valet parking stand per block.
Valet parking allowed on Mission St. only in MSSP, not in residential area (District C); and Central District Focus area in CG zone.	Agreed with area restrictions.

While valet parking operations have not been utilized for South Pasadena’s commercial areas until the one temporary operation approved recently on Mission Street, the City recognizes that it may be utilized as an economic development tool if implemented appropriately. However, the current lack of regulations or a requirement for a public hearing make it difficult to consider an application considering the potential effects of valet parking for neighboring business establishments, traffic, safety, and local interest.

The Commission reviewed the ordinances during their January, February, and March 2016 regularly scheduled meetings, before making a final recommendation to the City Council to adopt the proposed ordinances on April 25, 2016. During these meetings, the Commission considered public comments, summarized on the following page, and discussed the different elements of the proposed ordinances. At the January 25, 2016, and February 22, 2016 meetings, the Commission provided direction to staff to make changes to the ordinances. The requested actions and resulting revisions to the ordinance are summarized in the table found on the following page.

Public comments received at the meetings are generally summarized as follow:

- There is no need for valet parking given the availability of public parking at the Mission Meridian Village Parking Garage (MMVPG), the school district parking lot, and the public parking spaces on Fairview Ave.
- Concern that allowing valet parking would serve a few while adversely affecting many other businesses and patrons using the sidewalks.
- Environmental concerns related to idling cars.
- Recommendation for increased signage for already available public parking.
- Concern with the use of public free parking spaces by private businesses.
- Suggestion for a City shuttle as an alternative to valet parking.
- Businesses are compensated for the use of street for filming; the same should apply for use of public spaces for valet parking.
- Planning Commission should consider when neighboring businesses are open when considering valet parking applications.

Direction provided by Planning Commission at the January 25, 2016 Meeting	Resulting Revisions
<p>Clarify that multiple applicants can apply for a Valet Parking Use Permit (VPUP); explore ways to encourage joint applications.</p> <p>It was noted that as the ordinance was presented, it would essentially leave one person liable for compliance with approvals and conditions.</p>	<p>Under the new section, 36.310.111 Valet Parking, language was added in the third sentence of subsection D to include the possibility of multiple applicants/entities applying.</p> <p>In an effort to address the Commission’s concerns related to potentially leaving one applicant fully responsible for the operator’s compliance with the VPUP, the proposed ordinance was amended to include a requirement for a Valet Operator’s Permit in conjunction with a business license. This would be granted administratively by the Director of Planning and Building, following the approval of a VPUP by the Commission. This section makes the operator liable for compliance with the VPUP conditions. It also allows for an easier revocation process for the Valet Operator’s Permit, also administered by the Director of Planning and Building. <u>Revocation of Valet Operator’s Permits would be appealable to the Commission.</u> The</p>

	<p>revocation of the first Valet Operator’s Permit would not result in revocation of the VPUP. However, failure to comply with Valet Parking Use Permit conditions by two separate operators for the same VPUP would automatically result in suspension of the VPUP while staff proceeds with proposed revocation or modification of the application.</p>
<p>Consider providing “privileges” for businesses in front of which valet is approved.</p>	<p>An additional submittal requirement was added requiring a notarized letter of consent from business owners, not included as applicants, who have a business fronting a loading area and/or valet stands are proposed as part of an application.</p> <p>As for specific privileges, staff recommended that these be considered as a condition of approval on a case-by-case basis, rather than codifying “privileges.”</p>
<p>Strengthen and clarify language to specify what type of traffic study/analysis would be required.</p>	<p>As discussed during the January 25, 2016 Planning Commission Meeting, it would be difficult to codify exactly what type of traffic analysis/study would be required for valet parking sufficient to satisfy CEQA as it is most appropriately be determined on a case-by-case basis. This allows consideration of location, proximity to the Gold Line or intersection, location of receiving site, etc. Thus, to address this concern, subsection G. (Pre-Application Meeting) was added in the proposed new section. The pre-application meeting would be a requirement and allow staff to review the proposed information and provide a “supplemental requirements letter” to the applicant following the meeting. The letter would outline what additional information may be needed based on the information provided, including the level of traffic analysis appropriate for that particular case.</p>

<p>Accept leases that allow applicants out of lease agreements with receiver site owners/landlords without a 30 day notice if the City proceeds with revocation process for the VPUP</p>	<p>Language was added to address this concern under SPMC Section 36.310.111 H. Submittal Requirements.</p>
<p>Direction provided by Planning Commission at February 22, 2016 Meeting</p>	<p>Response</p>
<p>Remove requirement for notarized letter of consent.</p>	<p>The proposed ordinance included an additional submittal requirement asking for a notarized letter of consent from business owners, not included as applicants, who have a business in front of which loading area and/or valet stands are proposed as part of an application.</p> <p>The Commission noted that giving one business owner “veto power” was too restrictive, so this has been removed from the ordinance. Noticing would be required so property and/or business owners in the vicinity would be given the opportunity to voice concerns prior to a decision being made for any given application.</p>
<p>Clarify CEQA language in Section 1 of the proposed ordinance.</p>	<p>In order to provide distinction between CEQA clearance for the ordinance and each individual project that is received, there was language added to the ordinance the reiterated that each project is subject to its own CEQA analysis, however, it was pointed out that this is true regardless of the inclusion of this type of language in the ordinance, and that it was unnecessary. Accordingly, Section 1 of the ordinance was amended to exclude the additional project specific language as it relates to CEQA review.</p>

The Commission agreed that the draft ordinances as presented at the March 28, 2016 meeting did not need further changes. However, the item was deferred to the April 25, 2016 meeting, to allow the Commission a chance to review the data (Attachment 8) and report from the valet parking operations “pilot program” and determine whether additional revisions to the ordinances should be considered prior to making a recommendation to the City Council. On April 25, 2016, following the report on the temporary valet operation on Mission Street, the Commission determined no further changes were necessary to the proposed ordinances and voted to adopt

P.C. Resolution No. 16-09 recommending the City Council adopt the ordinances related to valet parking.

Analysis

Zoning Code Amendment

The proposed amendment includes creating a separate section that contains all standards, regulations, and processing procedures of valet parking applications. The current Zoning Code only mentions valet parking under the SPMC Section 36.410.090 under the umbrella of Parking Use Permits (PUP). This section simply notes that a PUP would be required for valet parking. Under the current regulations, such an application would be subject to review and decision by the Director of Planning and Building without a public hearing unless filed concurrently with a different Zoning Approval that triggers Planning Commission review. No other standards or regulations are included specific to valet parking.

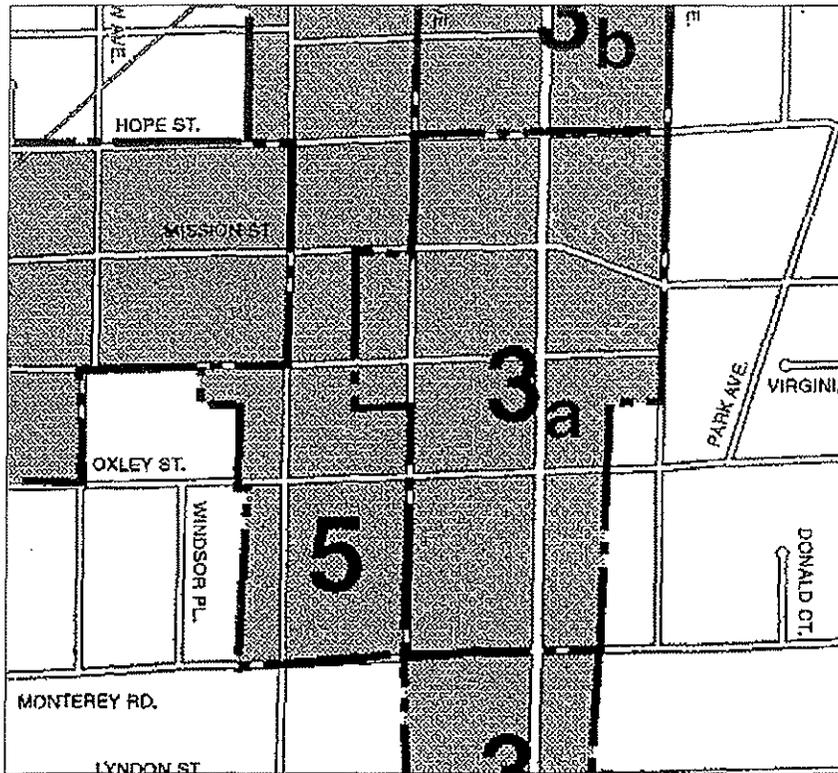
The proposed amendment includes creation of a new zoning approval specifically for valet parking, VPUP, and would require review of the application by the Commission during a Public Hearing. The following table is a summary of the proposed amendments to the Zoning Code:

Table 2. Changes to the Zoning Code

SPMC Section	Proposed Change
36.410.090 (Parking Use Permits)	<ul style="list-style-type: none"> • Eliminate any reference to valet parking in the context of requiring a PUP, reference new section for regulations related to valet parking. • Revise language for revocation of PUPs to be the same as that for valet parking; current language is unclear.
36.400.020 (Authority for Land Use and Zoning Decisions) Table 4-1	<ul style="list-style-type: none"> • Add <i>Valet Parking Use Permit</i> as a type of decision under the umbrella of Administrative and Amendments in Table 4-1. The review authority would be the Commission, and decisions would be appealable to the City Council. • Remove <i>Parking Use Permit</i> under the Design Review umbrella. This is not a change to any current requirement in the Zoning Code, rather a clean-up item as the <i>Parking Use Permit</i> is noted twice in the table – once under Administrative and Amendments and another under Design Review. • Correct <i>Parking Use Permit</i> review authority to reflect the Director; this is also a clean-up item.
36.310.111 (Valet Parking) NEW SECTION ADDED	Consists of the following subsections: A. Purpose. B. Applicability. C. Definitions

	<p>D. Application filing and processing E. Public hearing and noticing F. Standards for valet parking. G. Pre-application meeting. <i>New subsection</i> H. Submittal requirements I. Findings and decision J. Conditions of Approval K. Post approval procedures L. Valet Operator’s Permit <i>New subsection</i></p> <p>Notable regulations/standards:</p> <ul style="list-style-type: none">• Valet Parking allowed in CG zone within Central District subarea of the Fair Oaks Corridor Focus Area identified.• Valet parking operations must be open to all, unless loading zone is off-street.• Maximum of one valet parking stand per block/per side of the street.• Some level of traffic study/analysis required for all valet parking application requests.• Valet parking stands adjacent to residentially zoned properties are prohibited.• In addition to standards noticing/public hearing requirements as prescribed in Division 36.630, a legal notice must be posted on receiver site for the same length of time public notice is required.• Use of residential parking lots as receiver sites is prohibited.• Street parking shall not be utilized for parking of vehicles valet parked.• Valet operator required to have a Valet Operator’s Permit granted by the Director of Planning and Building. Permit may be revoked by the Director for noncompliance; revocation is appealable to the Commission. VPUP applicant may hire new operator if first operator’s permit is revoked.• Shared parking may be utilized provided there are complementary use hours or with a Parking Study that supports the proposal.• Permit can be suspended with only a 24 hour notice while staff proceeds with revocation or
--	--

	modification of approved permit in compliance with SPMC Section 36.640.070.
--	---



The area identified as 3a in the Figure above is the Central District subarea of the Fair Oaks Corridor Focus Area identified in the General Plan; Valet parking operations outside the MSSP would be restricted to the Central District.

Mission Street Specific Plan

The proposed amendment for the MSSP differs from the amendments to the Zoning Code only with regard to the location restrictions that are specific to districts in the MSSP, all other related regulations refer to the Zoning Code in effect at any given time.

Table 3. Changes to the MSSP

MSSP Section	Proposed Change
Add subsection 6.2.4 Valet Parking	<p>In order to address safety, traffic, and queuing concern, while maintaining consistency with the General Plan, the proposed amendment would:</p> <ul style="list-style-type: none"> • Allow valet parking only if it is open for use by patrons of Mission Street and all establishments. • Allow valet parking only on Mission Street adjacent to properties located in District A and B only as District C

development standards and code enforcement procedures to assure compatible scale and orientation of buildings, effective site planning, shared parking and the joint use of facilities, with an emphasis on transit and bicycle access.

2.7: Facilitate revenue generating uses and development. Permit uses and structure zoning districts and development mechanisms that will generate revenue to the City. Encourage development that will produce continuing revenues to the City.

Section 2.5 C Reduced Auto Dependence/Circulation Without Cars of the Land Use Element includes the following goals and policies:

Goal 4: To ensure that an adequate supply of parking is available to meet the demands generated by land use.

Policies: 4.1 Improve parking management. Promote greater efficiency in existing parking arrangements and management to reduce the amount of land devoted to frequently vacant parking lots.

4.4: Encourage parking alternatives. Seek a complementary mixture of land uses so that parking may be shared. Consider all concepts relating to joint use shared parking and off-peak demand to maximize utilization.

The General Plan identifies the Fair Oaks Corridor as one of eight focus areas. The Central District is one of three sub-areas of the Fair Oaks Corridor. Some of the objectives and guidelines found specifically for the Central District are as follow:

Objective 1.4: Promote or “seed” economic revitalization.

Guideline 1.12: Generate new revenue and improved parking Foster new economic activity and an additional source of revenue for City, at the same time providing development with incentive to provide additional parking.

Objective 1.6: Enhance availability of parking

Guideline 1.16 Improve parking management. Promote greater efficiency in existing parking arrangements and management.

Guideline 1.18 Promote flexible parking standards. Seek a complementary mixture of land uses so that parking may be shared. Consider flexible parking standards.

Analysis

The City recently adopted an ordinance related to parking requirement for historic structures in

the CG zoning district that only requires such uses located in such building to provide only as much parking that can be accommodated on site in order to remove impediments for adaptive reuse of these buildings and encourage desirable uses. However, this does not eliminate the need for parking. The Rialto Theatre, for example, is an important landmark in the city that does not have any on-site parking. Providing a public process, standards, and regulations for valet parking allows parking alternatives for businesses such as the Rialto that do not have the standard on-site parking, and encourages shared parking through the use of underutilized parking areas during off-peak hours, which may potentially produce continuing revenues to the City. Additionally, the proposed ordinance includes a provision that requires valet parking operations that have on-street loading zones to allow use of the service by everyone, not only patrons of a particular establishment.

MSSP Amendment and the General Plan and MSSP

The General Plan also identifies the MSSP as one of eight focus areas. Some of the objectives and guidelines found specifically for this area:

Objective 1.1: Foster activity and pedestrian usage

Objective 1.2: Enhance Availability of Parking

Guideline 1.4 Improve Parking and Access. Increase curbside parking to add to the convenience of Mission West shopping. Provide incentives to create structured parking to maintain compaction and destination proximity. Design access so as not to interfere with pedestrian activity.

Under Section 6.0 of the Mission Street Specific Plan, the intent of the plan as it relates to transportation and parking is written as follows:

- Encourage and provide alternative means of access to the [Gold] Line station and Mission St. other than automobiles.
- Provide adequate parking that can be shared by the shopping district and the [Gold] Line Station.
- Centralize [the] parking behind the Mission St. frontage to maintain its pedestrian oriented character.
- Encourage shared parking by all businesses in the Core Area (so that shoppers can park in one location and visit many different businesses).

Analysis

The proposed amendment requires that all valet parking operation be inclusive. There is a possibility of valet parking operators utilizing the currently underutilized tandem parking spaces located in the MMVPG, just as the pilot program has done. Thus, proposed valet parking operations can comply with the standards and requirements of the MSSP and Zoning Code Amendment. The effect on availability of on-street parking would be minimal as the proposed amendments restrict the number of valet stands to one per block per side of the street.

Additionally, the requirement of some level of traffic analysis would potentially result in further restrictions on the location and/or hours of valet parking operations given the proximity of the

Gold Line crossing at the intersection of Mission St. and Meridian Ave.

General Plan and MSSP Consistency Conclusion

Based on the analysis provided above, both draft ordinances are consistent with the goals, policies, objectives, and guidelines of the General Plan intended for each of the commercial areas affected. And the proposed ordinance for the MSSP is consistent with the intent of the plan with regard to transportation and parking elements.

Legal Review

The City Attorney has reviewed this item and the proposed ordinances

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review*.

Attachments:

1. City Council Ordinance – Zoning Code
2. City Council Ordinance – Mission Street Specific Plan
3. PC Resolution No. 16-09
4. Minutes of the October 21, 2015 City Council Meeting
5. Minutes of the January 25, 2016 Planning Commission Meeting
6. Minutes of the February 22, 2016 Planning Commission Meeting
7. Written Public Comment
8. Data for Pilot Valet Operation Located in front of 1008-1010 Mission Street
9. All Affected Zoning Code Sections
10. All Affected MSSP Sections

This page intentionally left blank.

ATTACHMENT 5
Minutes of the October 21, 2015 City Council Meeting

In response to City Council inquiries, Planning and Building Director Watkins noted that the City Council adopted the Monterey Hills Construction Regulations in 2006 and revised regulations were re-adopted in 2013. City Attorney Highsmith advised that the regulations are enforceable as written policies of the City Council.

In response to City Council inquiries, Senior Planner Mayer explained that the Planning Commission did not take formal action to include the Deputy Inspector requirement in the adopted resolution; noted that he explained at the Planning Commission meeting that a Deputy Inspector would be required due to the project's need for a construction staging plan. City Attorney Highsmith noted that the City Council could remand the project back to the Planning Commission for consideration of whether a Deputy Inspector is necessary for the subject project and the appropriate deposit amount, if any.

Mayor Pro Tem Mahmud noted that a general contractor has an ability to ensure construction staging is pre-planned to best effectuate the time of an onsite Deputy Inspector.

Following discussion, MOTION BY MAYOR PRO TEM MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to remand the matter back to the Planning Commission to review the factual allegations of inconsistency as it relates to the applicability of requiring a Deputy Inspector during construction, taking into consideration the Southwest Monterey Hills Committee's recommendations and City Council's adoption of the Monterey Hills Construction Regulations, with specific reference to Recommendation No. 9 requiring the developer to fund a Deputy Inspector.

ACTION/DISCUSSION

18. DISCUSSION AND POLICY DIRECTION ON VALET PARKING OPERATIONS IN THE CITY

Principal Management Analyst Lin presented the staff report, advising City Council that the Planning Commission could initiate an amendment to the Planning Use Permit Section of the Zoning Code to formalize the allowance of valet parking operations in the South Pasadena; responded to City Council inquiries.

In response to City Council inquiry, City Manager Gonzalez explained that if the Rialto Theatre desired to request valet parking it would first need to define its future proposed use and then submit a Parking Management Plan.

Principal Management Analyst Lin advised that next steps to allow valet parking operations would include referring the matter to the Planning Commission for consideration and input regarding potential amendments to the Zoning Code and specific process requirements such as the application process, traffic analysis requirements, and permit fees.

Mayor Pro Tem Mahmud questioned whether it is necessary to consider allowing for valet parking operations until there is a greater need or additional interested parties, noting that the Mission-Meridian Village Parking Garage is underutilized.

City Manager Gonzalez noted that the Zoning Code amendment would not implement valet parking operations, but rather it would make valet parking available if a private business is interested in valet parking; stated that restaurants have inquired with the City about the possibility of utilizing a valet parking system; pointed out that the City is working on installing wayfinding signage for the Mission-Meridian Village Parking Garage.

Mayor Joe opened the Public Comments period.

Linda Krausen, South Pasadena resident, voiced objection to allowing for valet parking operations in South Pasadena, pointing out that residents, through taxes, have already paid for on-street parking; opined that valet parking operations would create an elitist mentality which is incompatible with the City's character.

There being no others desiring to speak on this item, Mayor Joe closed the Public Comment period.

In response to City Council inquiry, City Manager Gonzalez advised that the South Pasadena Chamber of Commerce supports allowing valet parking operations in an effort to encourage visitors to eat and shop in South Pasadena.

Councilmember Khubesrian recommended that any applicants for valet parking should bear the cost of conducting the appropriate traffic analysis.

Mayor Pro Tem Mahmud indicated opposition to the proposal because a need for the Zoning Amendment has not yet been demonstrated and she feels that staff's attention would be better served by addressing higher City priorities.

Following discussion, MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 4-1 (MAYOR PRO TEM MAHMUD VOTING NO), to direct the Planning Commission to initiate Zoning Amendments to allow for valet operations in the City and request the South Pasadena Chamber of Commerce Economic Development Subcommittee to provide input.

19. DONATION OF DECOMMISSIONED STREET NAME SIGNS FOR THE ENHANCEMENT AND PROMOTION OF PUBLIC ART IN THE CITY

Assistant to the City Manager Demirjian presented the staff report, recommending that City Council approve donation of decommissioned street name signs to the South Pasadena Arts Council (SPARC) for the enhancement and promotion of public art; noted that the South Pasadena Educational Foundation (SPEF) recently expressed an interest in receiving donated signs; responded to City Council inquiries.

This page intentionally left blank.

ATTACHMENT 6
Minutes of the January 25, 2016
Planning Commission Meeting

		<p>The motion carried 3-0. Resolution 16-02</p>
	<p>5</p>	<p>Zoning Code Amendment/Mission Street Specific Plan Amendment – Valet Parking</p> <p>Assistant Planner, Knarik Vizcarra delivered a PowerPoint presentation, regarding the first review of the valet parking ordinances, which would affect the Zoning Code and the Mission Street Specific Plan. At the conclusion of her presentation, the Commission had various questions for Ms. Vizcarra.</p> <p>Comm. Davis inquired about the drawbacks to valet parking, such as the loss of street parking. Ms. Vizcarra noted that there are concerns about valet parking, which will be addressed in the ordinance, such as the effect on traffic safety. A possible outcome of valet parking may be an increase in traffic but it would be difficult to analyze because of the lack of regulations. Comm. Davis also inquired as to where the receiving sites will be located for valet parking. Ms. Vizcarra noted the receiving sites would be located at various private lots; therefore, an agreement should be made between the applicant and the operator for the use of the site.</p> <p>Chair Morrish had questions regarding valet parking, such as fees and the language of the ordinance; therefore, Ms. Vizcarra noted the following: 1) requirements/permit fees would vary depending on the location of the valet; the cost of a traffic study could range from \$500 - \$2500 for valet parking. Chair Morrish inquired about additional fees. Ms. Vizcarra noted that there will be an amendment, which will define the additional fees. Chair Morrish also inquired about the process when an operator's permit is revoked. She requested the addition of language allowing the operator to opt out of their 30 day permit with the valet if their permit is revoked by the City. Ms. Vizcarra noted that such language would be included in the ordinance.</p> <p>Chair Morrish declared the public hearing open. 1) Odom Stamps, 318 Fairview Ave., gave examples of possible valet receiving areas, such as public parking spaces near Mike and Anne's, commercial areas, and the school district. He advocated for clarification that would allow multiple applicants to pool their resources and apply for a valet application.</p> <p>Renee Richards, 1006 Mission St., was not in favor of valet parking. She felt that valet parking would not maintain the small town feel of South Pasadena.</p> <p>Linda Krausen, Grevelia St., was not in favor of valet parking. She conducted a traffic study near the metro station and requested an environmental impact report. Ms. Krausen noted that there is</p>

	<p>additional parking in commercial areas for parking instead of increasing traffic with the addition of valet parking.</p> <p>Sam Hernandez, 1040 Mission St., inquired about how many valet stands are allowed on a street (one stand per block). He noted that valet parking could bring in new clientele to the city.</p> <p>Laurie Wheeler, 1221 Mission St., noted that several businesses are in favor of valet parking but others expressed concerns about the following: 1) the removal of street parking spaces; 2) increased traffic congestion; 3) valet parking should be available to everyone; and 4) valet parking should take place in underutilized areas. Ms. Wheeler also noted that business owners will be amenable to valet parking if their concerns are addressed. As an alternative, Comm. Davis inquired if business owners considered pooling their money to rent recipient parking lots and post signs informing the public of additional parking; therefore, valuable on street parking will not be lost. Ms. Wheeler noted that they have not discussed that option.</p> <p>Carolyn Watson, 415 Oaklawn Ave., noted that valet parking will be utilized during the evening and valet parking would be a good option for handicapped individuals.</p> <p>Matthew Crow, 621 Milan Ave., spoke in favor of valet parking. It would be very convenient for evening dining, and would alleviate the need to search for parking.</p> <p>Alan Vlacich, 1340 Mountain View, spoke in support of valet parking.</p> <p>Mark Wright, 802 Orange Grove Ave., spoke in opposition to valet parking.</p> <p>Chair Morrish declared the public hearing closed.</p> <p>The Commission discussed how to implement valet parking within the city. It was noted that the ordinance could be problematic since one business owner would have to be legally responsible.</p> <p>The Commission came to the conclusion that a mechanism would be advantageous, which would allow participants to pool into a single applicant and work from that license. Comm. Tom suggested having staff review other cities to see how they implemented valet parking.</p> <p>Ms. Vizcarra noted that the ordinance allows for multiple applicants.</p> <p>Comm. Dahl pointed out that valet parking is very advantageous for the handicapped community.</p>
--	---

		<p>Chair Morrish suggested granting flexibility for the main restaurants, which will have the valet station outside, so that their customers may come and go by using their own on street parking spaces.</p> <p>Chair Morrish requested that staff provide information, regarding the following fees: street usage fees, signage fees & annual sidewalk dining fees. A parking/traffic analysis should be included which will depend on the location of the restaurant.</p> <p>Assistant City Attorney, Whatley noted that an applicant should have the right to cancel a 30 day lease with the operator provided that the permit is contingent upon revocation.</p> <p>After considering the staff report and draft resolution, a motion was made by Comm. Tom, seconded by Comm. Dahl to continue this item to the next regularly scheduled meeting on February 22, 2016.</p> <p>The motion carried 4-0.</p>
NEW BUSINESS	6	<p>Planning Commission – Scheduling of 2016 Special Meetings</p> <p>A motion was made by Comm. Davis, seconded by Comm. Tom to Cancel the November 28, 2016 meeting and the December 26, 2016 regularly scheduled meetings and to combine them in a special meeting to be held on December 5, 2016 at 6:30 p.m.</p> <p>The motion carried 4-0.</p>
	7	<p>General Plan/Mission Street Specific Plan Update – Appointment to PC Subcommittee</p> <p>Mayor, Diana Mahmoud suggested deferring this item to the next regularly scheduled meeting, since the appointment for a new Planning Commissioner has not been made at this point.</p> <p>Planning Director, David Watkins noted that this item was time sensitive; therefore, the discussion to appoint a subcommittee member ensued.</p> <p>By general consent, Comm. Davis was selected as the appointment to the Planning Commission subcommittee.</p>
	8	<p>Minutes of the Planning Commission’s December 10, 2015 meetings</p> <p>The December 10, 2015 minutes were continued to the next regularly scheduled meeting on February 22, 2016.</p>
	9	<p>Comments from City Council Liaison.</p> <p>Newly appointed Council Liaison Marina Khubesrian introduced</p>

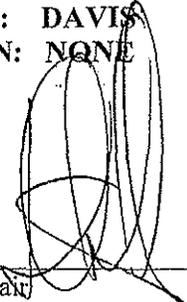
ATTACHMENT 7
Minutes of the February 22, 2016
Planning Commission Meeting

		<p>The motion carried 5-0. Resolution 16-05</p>
	<p>6</p>	<p>Zoning Code Amendment/Mission Street Specific Plan Amendment – Valet Parking</p> <p>A motion was made by Chair Morrish, seconded by Vice-Chair Dahl to postpone discussion on this item until the 6 week trial period for valet parking has concluded. Chair Morrish withdrew her motion</p> <p>This item was continued from the January 25, 2016 meeting to provide staff with time to work on several points to clarify or strengthen the ordinance.</p> <p>Assistant Planner, Knarik Vizcarra presented her staff report regarding a Zoning Code Amendment, regarding valet parking.</p> <p>Chair Morrish declared the public hearing open. 1) Alice Macintosh, 1018 Mission read aloud the following names of residents opposed to valet parking: a) Mark Wright, Videotheque; Ellen Daigle, Ellen’s Silkscreening; c) John Orlandini, Sugar Mynt Gallery; d) Sally Cook, Heirloom; Tammy Choli, Joseline Store; Richard West, the Battery Books and Music, and Serena Biaro, Rosebuds & Rosestuds;</p> <p>2) Renee Richards, 1006 Mission St., spoke in opposition to valet parking</p> <p>3) Linda Krausen, 1109 Grevelia St. expressed her concerns about car idling effects on the environment, she requested an EIR, regarding the usage of public parking spaces for private usage. In lieu of valet parking. She also requested to have signage increased for the parking structure coupled with the use of a shuttle to the parking structure.</p> <p>4) John Turk, 1018 Mission St.#3, noted that the valet station should be placed in front of a restaurant instead of placed in a residential area.</p> <p>5) Bianca Richards, 1115 Oxley St., expressed her concerns about where the valet cars will be parked and requested a parking study.</p> <p>6) Patrick Kirchen, 1436 Indiana Ave., noted that the hours of operation for all businesses should be considered when reviewing a valet parking application.</p> <p>7) Sonia Chang, 954 Mission St., would like the freedom to park in front of her store after hours, since there are times when she works late. She suggested the usage of a shuttle in lieu of valet parking. Chair Morrish declared the public hearing closed.</p>

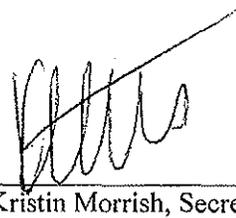
		<p>The Commission discussed concerns about giving business owners the power to veto the process.</p> <p>Chair Morrish noted that valet parking cannot use spaces in a residential area.</p> <p>After considering the staff report and draft resolution, a motion was made by Comm. Tom, seconded by Vice-Chair Dahl to continue this item to the next regularly scheduled meeting and have staff return with a revised ordinance.</p> <p>Comm. Dahl amended Comm. Tom's motion to include the provision of an update by staff, regarding the trial period for valet parking, prior to the next public hearing for this item.</p> <p>The motion carried 5-0.</p>
<p>ADJOURN- MENT</p>	<p>15</p>	<p>The meeting adjourned at 9:30 p.m. to the regularly scheduled Planning Commission meeting scheduled on March 28, 2016.</p>

I HEREBY CERTIFY that the foregoing minutes were adopted by the Planning Commission of the City of South Pasadena at a meeting held on the April 25, 2016.

AYES: DAHL, KOLDUS, MORRISH & TOM
 NOES: NONE
 ABSENT: DAVIS
 ABSTAIN: NONE

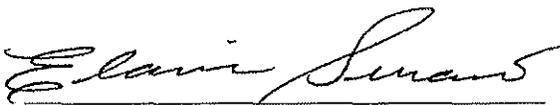


 Steven Dahl, Chair



 Kristin Morrish, Secretary

ATTEST:



 Elaine Serrano, Recording Secretary

This page intentionally left blank.

ATTACHMENT 8
Written Public Comment

Buster's Ice Cream & Coffee Shop
1006 Mission Street, South Pasadena, CA 91030
(626) 441-0744; busterscoffee@sbcglobal.net

RECEIVED

February 12, 2016

Planning Commission Chair Kristin Morrish, Vice Chair Steven Dahl and
Commissioners Evan Davis and Richard Tom
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

FEB 17 2016

CITY OF SOUTH PASADENA
PLANNING AND BUILDING DEPT.

SUBJECT: COMMENTS ON PROPOSED VALET PARKING ORDINANCE

Honorable Chair and Members of the Planning Commission,

As a 30-year business operator in the Mission District, I am writing to express my strong opposition to the Proposed Zoning Code Amendment and Mission Street Specific Plan Amendment (Project No. 0053-ZCA/MSSP) Establishing Regulations and Standards for Valet Parking (the "Proposed Ordinance") and urge the Planning Commission to table this item and not make recommendations to City Council at this time.

While I do not support a valet parking ordinance for South Pasadena, should one be recommended by the Planning Commission and approved by City Council, it should reflect best practices in its design and implementation. The key goal for South Pasadena should be to *preserve on-street access for all patrons of downtown first and consider using valet parking as a tool of last resort.*

Because of my concerns, I commissioned Portland-based consultant Rick Williams to review the Proposed Ordinance. Mr. Williams is a nationally recognized expert on downtown development and parking with extensive operational experience. Since 1995, he has developed parking management plans across the country including cities in California. I have attached Mr. Williams' memorandum dated February 10, 2016 for your review and serious consideration.

In Mr. Williams' words, "valet parking should be used as a tool employed at the right time, in the right place, and for the right reason." I would like to highlight five of Mr. Williams' key points.

1. Mr. Williams could not identify *any examples of valet operations in parking districts as small as the one being considered for South Pasadena.*
2. On-street spaces "lost" to the valet operation should not result in an *inequitable situation* whereby a single business benefits to the detriment of an adjacent business.
3. *Traffic studies are required* to analyze the impact of valet operations on traffic, circulation, queuing, and safety.
4. The *number of valet stands should be limited* to assure that the primary purpose for on-street parking is to serve the general public and *all* businesses. Too many valet stands will localize foot traffic rather than encourage pedestrian movement in the district.
5. The City's review process should determine whether or not a valet operation adversely affects the availability of spaces within publicly-owned parking lots and garages to ensure that space in these public facilities is always prioritized first for the general access users.

Page 2
Planning Commission
Proposed Valet Parking Ordinance

In closing, I would like the Planning Commission, City Manager Sergio Gonzalez, as well as the public to know that Mr. Williams found the staff report dated December 30, 2015 in connection with the *denial* of Parking Permit Use Request for Valet Parking (Project No. 1877-PUP) to reflect best practices in parking management. The report, not only considered the potential impacts within the pedestrian environment and issues of equity, traffic safety, and circulation, it acknowledged that there were underutilized parking spaces in the centralized Mission-Meridian Village public parking garage.

Thank you for your attention and I urge to consider the expertise provided by consultant Rick Williams.

Sincerely yours,



Renee Richards
Co-Owner, Buster's Ice Cream & Coffee Shop

Attachment: Rick Williams Memorandum dated February 10, 2016

cc: Mayor Diane Mahmud, Mayor Pro Tem Michael Cacciotti, and Councilmembers Robert S. Joe, Marina Khubesrian MD, and Richard Schneider M.D.
Sergio Gonzalez, City Manager
David G. Watkins, AICP, Director of Planning & Building
Holly O. Whatley, Assistance City Attorney
Knarick Vizcarra, Assistant Planner
Laurie Wheeler, President, South Pasadena Chamber of Commerce

RICK WILLIAMS CONSULTING

Parking & Transportation

PO Box 12546

Portland, OR 97212

Phone: (503) 459-7638

E-mail: rick@rickwilliamsconsulting.com

MEMORANDUM

TO: Renee Richards, Buster's Ice Cream and Coffee Shop

FROM: Rick Williams, RWC

DATE: February 10, 2016

RE: Considerations: South Pasadena Valet Parking Ordinance

I. BACKGROUND

Renee Richards asked our firm to outline best parking practices related to valet parking operations and to provide our comments and insights specifically related to South Pasadena's Proposed Zoning Code Amendment and Mission Street Specific Plan Amendment (Project No. 0053-ZCA/MSSP) Establishing Regulations and Standards for Valet Parking.

Our firm has been in business since 1995 and we have developed parking management plans for numerous cities throughout the western United States, including Covina, Laguna Beach, Ontario, Redwood City, San Mateo, San Rafael and Ventura in California. We do not have examples of valet operations in parking districts as small as the one being considered for South Pasadena.

II. GENERAL CONSIDERATIONS

Valet parking can be a useful tool in cities where on-street parking is highly constrained and near-in parking opportunities for users (on and off-street) are not reasonably available. Effective valet programs are also structured to ensure that on-street spaces "lost" to the valet operation do not result in an inequitable situation whereby a single business benefits to the detriment of an adjacent business. Also, considerations related to the impact of a valet operation on traffic, circulation, queuing, and safety must be addressed. Finally, many cities limit the number of valet stands within an area to assure that the primary purpose for on-street parking is to serve the general public and all businesses and not encourage overuse of the on-street supply for these types of operations. To a degree, valet parking is best used as a tool in areas of high volume demand for on-street access and to maximize off-street facilities that wouldn't be used generally by the visiting public. For instance, San Mateo, California considers in its review process whether or not a valet operation adversely affects the availability of spaces within publicly owned parking lots and garages; ensuring that space in public facilities ("receiver sites") is always prioritized first for general access users.

In our initial review of the South Pasadena situation, we were impressed with the December 30, 2015 Staff Report that denied a parking permit use request for valet parking (Project #1877-PUP). In reaching a decision to deny the permit request, it was apparent that staff considered best practices in parking

management. Staff considered potential impacts within the pedestrian environment, equity and traffic safety and circulation. An undercurrent in the staff report was the “underutilized parking spaces in the available centralized MMV public parking garage.” Best practices would want to first consider why the available centralized public parking was not being fully utilized by the public, before directing valet traffic into it for a single use business. In other words, if public off-street parking is reasonably available and proximate to a business or businesses, valet parking seems a very labor intensive option (a lesser priority) than better marketing/communications that would direct all users of a parking district into any available public off-street supply within reasonable walking distance of businesses. The benefits of walking from a garage/lot to a destination are significant for a downtown as it encourages multiple visits and sales. Valet parking (as a parking management option) tends to localize foot traffic and use parking on-street (for the valet operation) *and* off-street (receiver site), for a single use.

The overall point in best practices is to be sure that valet parking is a tool that is employed at the right time, in the right place and for the right reasons. Our comments on the proposed zoning code amendment (III, below) endeavor to provide input that would meet this standard.

III. PROPOSED ZONING CODE AMENDMENT (Project No. 0053-ZCA/MSSP)

From our review of the proposed zoning code amendment, we would offer the following comment and input to specific language in the proposal (in italics).

- *Allow valet parking only if it is open for use by patrons of Mission Street and all establishments.*

If valet parking is to be allowed, this provision is the most equitable in that any on-street stalls removed to provide for the valet operation can still be accessed (through the valet service) by any user. Given that on-street parking is currently free (2 hours on Mission Street), there may be issues with customers facing potential charges for use of the valet service. In these cases, charges for valet services can be seen as a negative, particularly if the “receiver site,” is a public facility with (a) available parking and (b) lower or no customer parking charges. The code amendment may not be able to address this scenario, but underscores our comments above on the need to evaluate valet applications in the context of first directing customers to underutilized parking spaces in available centralized public parking resources that are proximate to the Mission Street Specific Plan District.

- *Where permitted, a maximum of one valet parking stand shall be permitted per block, per side of the street. Valet parking would be allowed with the granting of a Valet Parking Use Permit only on Mission Street and restricted to Districts A and B to avoid residential and community facilities.*

Based on this language, and our review of the proposed area on Mission Street that would allow valet parking stands, we estimate that a total of 15 valet stands would be allowed if every “block, per side of street” were to request a permit. This would be across what appears to be an area of just about ten city blocks. It would be more prudent to limit the number of valet stands

to one per block (or less) to promote a more realistic distribution of valet stands in this small area, walkability between stands and the shared use intent of the stands themselves. This would also be more consistent Section 6.0 of the Mission Street Specific Plan that seeks to “encourage shared parking by all businesses in the Core Area (so that shoppers can park in one location and visit many different businesses).” Too many valet stands will localize foot traffic to the area next to the many valet stands rather than encourage movement between fewer stands serving multiple businesses in what appears to be a small and very walkable area.

- *Traffic Study. The applicant(s) shall submit a traffic study or analysis for review by the Public Works Department which considers factors such as trip generation rates, queuing rates, delay analysis or other factors to assist staff in assessing the potential traffic impact of the valet operation.*

If valet operations are to be allowed, we would concur with this requirement. It is common to most cities that allow valet operations in the public rights-of-way throughout the country. We would add that the applicant, within the context of the traffic study, would also provide an assessment of the occupancies of on-street parking within a specified area. It is important to demonstrate that the valet service would result in more trips served, per on-street stall displaced, than would be served without the valet service. This is particularly relevant if valet charges come in to play.

- *Applicant(s) responsible for operator’s adherence to requirements and conditions.*

Given that valet operators are conducting business in the public right-of-way, the City should require more from the applicant/operator(s) in terms of qualifications to deliver such services. For instance, the City of San Mateo requires that the entity providing the valet services demonstrate a history of experience in operating valet services for a minimum of five years, including identification of existing permitted operations and any operations where a permit was revoked or suspended.

- *General comment. It appears that the language of the proposed zoning code amendment is silent on the number of spaces or length of curb area that could be requested for use in a valet operation. This would likely be covered in the City’s application review and the appropriateness of the size of operation validated in the traffic study. This can be risky as written in that one could theoretically request an entire block face of parking. The City may want to give more thought to a potential limit on the number of stalls removed and/or a requirement that stalls must remain in place for non-valet users to businesses served on an affected block face.*
- *General comment. Many cities tie the fee for valet operations to a lost revenue estimate (plus the cost of administration and review). At present, this is not possible in South Pasadena as on-street parking is free. The City may want to add language that anticipates a future where on-*

street pricing is in place and be positioned to develop a reasonable fee schedule for valet operations based on the value of a parking stall removed from operation. This would ensure that the City is not put at a financial loss as a result of approving a valet permit, particularly when the holder of the permit is allowed to charge a fee for use of the service in the public right-of-way that could result in a profit (a private benefit).

IV. SUMMARY

Valet programs are a tool for managing parking in areas with high parking constraints and the need to provide parking to patrons where no other parking options truly exist that are proximate and reasonably accessible. If such programs are pursued, the key goal for the City should be to preserve on-street access for all patrons of downtown first, using valet parking as a tool of last resort that links customers confronted with high parking constraints to off-street resources that would not be fully maximized without such programs. It is our hope that the comments and considerations provided here are useful in addressing the proposed zoning code amendment.

This page intentionally left blank.

ATTACHMENT 9
Data for Pilot valet operation Located in front of
1008-1010 Mission Street

Valet Parking Data for Pilot Operation Adjacent to 1008-1010 Mission Street																								
		6:00 - 6:29 PM		6:30 - 6:59 PM		7:00 - 7:29 PM		7:30 - 7:59 PM		8:00 - 8:29 PM		8:30-8:59 PM		9:00 - 9:29 PM		9:30 - 9:59 PM		10:00 - 10:29 PM		10:30 -10: 59 PM		Total	Total	
	Dates	Arrived	Departed	Arrived	Departed	Arrived	Departed	Arrived	Departed	Arrived	Departed	Arrived	Departed	Arrived	Departed	Arrived	Departed	Arrived	Departed	Arrived	Departed	Arrived	Dep	
FRI	3/18/2016																					15	15	
SAT	3/19/2016																						19	19
SUN	3/20/2016	DETAILED DATA NOT AVAILABLE FOR FIRST THREE DAYS OF OPERATION																				4	4	
MON	3/21/2016			4								1		3									4	4
TUE	3/22/2016			4										4									4	4
WED	3/23/2016			3						1				2									3	3
THU	3/24/2016			4		2				1				3		2							6	6
FRI	3/25/2016	1		1		8	1	5		2				6		1		5					15	15
SAT	3/26/2016	2		4		9			2	3		2		4		4							15	15
SUN	3/27/2016			6								2		3		1							6	6
MON	3/28/2016			5								2		3									5	5
TUE	3/29/2016			4										4									4	4
WED	3/30/2016			2		3				2		1		2									5	5
THU	3/31/2016			3		2				1				2		2							5	5
FRI	4/1/2016	1		1		9		5		3				6		2		5					16	16
SAT	4/2/2016	2		4		9		2	2	3		2		4		4		1		1			17	17
SUN	4/3/2016			6								2		3		1							6	6
MON	4/4/2016			5		5						2		3		4		1					10	10
TUE	4/5/2016			3								1		2									3	3
WED	4/6/2016			6						2				3					1				6	6
THU	4/7/2016	8		4		2								2		8		4					14	14
FRI	4/8/2016	1		1		8		3		3				6		1		3					13	13
SAT	4/9/2016	2		2		7		2	2	3		2		2		4		1		1			13	13
SUN	4/10/2016	5		4				1		4				3		1							9	9
MON	4/11/2016			3								2		1									3	3
TUE	4/12/2016	4				4																	4	4
WED	4/13/2016			6						2		2		2									6	6
THU	4/14/2016			6		4	2			1		2		2		3							10	10
FRI	4/15/2016	2		1		9		5	1	2	3			6				5		2			19	17 *
SAT	4/16/2016	2		4		9		1	2	3		2		4		4				1			16	16
SUN	4/17/2016	6		4						6				3		1							10	10
MON	4/18/2016			1		4						1		2		1		1					5	5
TUE	4/19/2016	3		5		1			1	3		2		2									9	8 *
WED	4/20/2016			4						2		1		1									4	4
THU	4/21/2016	5		4		2		2		1		3		2		3							11	11
FRI	4/22/2016	1		1		5		3		2		1		3		1		3					10	10
SAT	4/23/2016	2		4		9		3	1	2		3		4		6		1		1			18	18
	TOTALS	47	0	119		107	7	29	14	2	53		34		102		54		31		6		324	321
	Averages																							
Daily Cars/Time period		1.38		3.50		3.15	0.21	0.85	0.41	0.06	1.56		1.00		3.00		1.59		0.91		0.18			

Note: Per the applicant, Crossings Restaurant had a private event on April 12th where many customers used UBER as a mode of transportation.

*Figures don't match

Of the Data provided for 34 days, it appears as though most of the arrivals are between 6:30 pm and 7:30 pm, departures are generally between 9 and 10 pm.

Of the 304* vehicles valeted over a 20 day period, 16 vehicles were for patrons of businesses other than Crossings, which yields 5.3 %.

ATTACHMENT 10
All Affected Zoning Code Sections

36.410.090 Parking Use Permits.

A. Purpose. This Section provides a process for the discretionary review of proposed parking facilities that are not located on the same site as the land uses they serve, to ensure compliance with basic health, safety, and community welfare standards, while providing opportunities for suitable alternatives to on-site parking.

B. Applicability. A Parking Use Permit shall be required to authorize:

1. The use of off-site parking facilities to satisfy the parking requirements for a proposed use established by Division 36.310 (Parking and Loading);
2. A commercial parking facility serving the general public which charges a parking fee;
3. The sharing of parking facilities by adjacent or nearby uses on parcels under separate ownership;
4. The use of parking by off-site uses or activities, or as commercial parking. (Applications for off-site parking may require some or all application requirements found in SPMC Section 36.310.060(C)); and
5. The use of valet parking.

C. Application filing and processing. An application for a Parking Use Permit shall be prepared, filed, and processed in compliance with Division 36.400 (Application Filing and Processing). It is the responsibility of the applicant to establish evidence in support of the findings required by Subsection G. (Findings and decision), below.

D. Review authority.

1. Director. The Director shall review a Parking Use Permit where:
 - a. The use associated with the proposed parking requires Director review and decision in compliance with Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards); and
 - b. An applicant proposes to make excess parking spaces available to others.
2. Commission. The Commission shall review a Parking Use Permit where the use associated with the proposed parking requires Commission review and discretionary approval in compliance with Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards).

E. Posted notice required. Public notice of a requested Parking Use Permit shall be provided by posting both the location of the proposed parking, and the site of the use that will utilize the parking, with a minimum 11- by 17-inch legal notice, containing the information required by the Director. The notice shall be continuously posted for seven days before the Director's action. In the case of a Parking Use Permit for a project that requires Commission review and discretionary approval, the notice shall be combined with that required by Division 36.630 (Public Hearings) for the discretionary permit.

F. Public hearing. A public hearing shall not be required before the approval of a Minor Parking Use Permit. A Parking Use Permit for a project that requires Commission review and discretionary approval requiring a public hearing shall be considered by the Commission concurrently with the discretionary zoning approval.

G. Findings and decision. The review authority may approve or modify a Parking Use Permit application in whole or in part, with or without conditions, only after first finding that:

1. The proposed off-site parking is allowed within the applicable zoning district and complies with the intent of all of the applicable provisions of this Zoning Code;
2. The proposed off-site parking spaces would be consistent with the actions, goals, objectives, policies, and programs of the General Plan and any applicable specific plan; and
3. In the case of a proposed use of excess parking, the number of excess spaces is validated, the spaces are not likely to be needed by the primary use of the site, and the use of the excess spaces by others will not adversely affect nearby residents or properties.

H. Conditions of approval. In approving a Parking Use Permit, the review authority may impose reasonable and necessary specific developmental, locational, and operational conditions relating to both on- and off-site improvements, and facility operation, which are intended to ensure that:

1. Access to the site is adequate to accommodate the proposed off-site parking and the traffic that the facility would reasonably generate;
2. The design, location, size, and operating characteristics of the proposed off-site parking are compatible with the existing and future land uses on-site and in the vicinity of the subject property;
3. The establishment, maintenance, or operation of the proposed parking at the location proposed does not endanger, jeopardize, or otherwise constitute a menace to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed parking lot or structure;
4. Where the off-site parking spaces are new, and in close proximity to residential uses, and especially bedroom windows, they are designed and operated to comply with the City's noise standards of the General Plan, and with proper consideration for headlight impacts in compliance with Section 36.300.090 (Outdoor Lighting);
5. Any proposed valet parking use will not generate excessive traffic on surrounding public streets.

I. Off-site parking standards. Design, location, and operating standards for off-site parking facilities shall be provided in compliance with Division 36.310 (Parking and Loading).

J. Terms of off-site parking.

1. Guarantee of continued availability. Required parking spaces that are approved off-site shall be committed by a recordable covenant, lease, bond, or other agreement, acceptable to the City Attorney, between the owners, and if applicable, the lessees of the off-site parking spaces and the owners, and if applicable, the lessees of the subject site, with covenants reflecting the conditions of approval and the approved off-site parking plan. A bond may be posted in place of a covenant when approved by the applicable review authority.
2. Proof of availability. Lessees of off-site parking that provides required spaces shall provide proof to the Director of continuous leases for the off-site spaces annually by January 31.
3. Loss of off-site spaces.
 - a. Notification to the City. The owner or operator of a business that uses approved off-site spaces to satisfy the requirements of Division 36.310 (Parking and Loading) shall

immediately notify the Director of any change of ownership or use of the property for which the spaces are required, and of any termination, default, or amendment of the agreement between the parties.

b. Effect of termination of agreement. Upon notification that a lease for required off-site parking has terminated, the Director shall determine a reasonable time in which one of the following shall occur:

- (1) Substitute parking is leased that is acceptable to the Director; or
- (2) The size or capacity of the use is reduced in proportion to the parking spaces lost.

4. Parking fee reimbursement. The business operator may be required to reimburse patrons for the total cost of the parking fee for the use of a shared parking facility. The amount of the reimbursement shall be determined by the review authority at the time a Parking Use Permit is approved.

K. Post approval procedures.

1. Expiration and extension. To ensure continued compliance with the provisions of this Section, each approved Parking Use Permit shall expire 12 months from the effective date of approval, unless otherwise specified in the permit, if the use has not been established. Time extensions may be granted in compliance with Section 36.420.040.

2. Revocation. A Parking Use Permit may be revoked or modified, with only a 24-hour notice, in compliance with Section 36.640.070 (Zoning Approval Revocation and Modification).

36.400.020 Authority for Land Use and Zoning Decisions.

Table 4-1 (Review Authority) identifies the City official or body responsible for reviewing and making decisions on each type of application, land use permit, and other approvals required by this Zoning Code.

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	DRB (2)	CHC (3)	Planning Commission	City Council
Administrative and Amendments						
Affordable Housing Review	36.370				Decision	Appeal
Density Bonus Review	36.370	Decision				
Development Agreement	36.430				Recommend	Decision
General Plan amendment	36.620				Recommend	Decision
Interpretation	36.110	Decision (4)			Appeal	Appeal
Specific Plan	36.440				Recommend	Decision
Zoning Map amendment	36.620				Recommend	Decision
Zoning Text amendment	36.620				Recommend	Decision

TABLE 4-1. (Continued) REVIEW AUTHORITY						
Zoning Approvals						
Administrative Modification	36.410.070	Decision (4)			Appeal	Appeal
Administrative Use Permit	36.410.060	Decision (4)			Appeal	Appeal
Certificate of Appropriateness	See Municipal Code			Decision		Appeal
Conditional Use Permit	36.410.060				Decision	Appeal
EIR Certification	36.400.070				Certify (5)	Certify (5)
Emergency Shelters	36.350.250	Decision				
Hillside Development Permit	36.410.065				Decision	Appeal
Home Occupation Permit	36.410.030	Issued				

Parking Use Permit	36.410.090				Decision	Appeal
Planned Development Permit	36.410.100				Decision	Appeal
Planning Clearance	36.410.020	Issued				
Reasonable Accommodation	36.400.110	Decision			Appeal	Appeal
Sign Permit	36.320		Decision		Appeal	Appeal
Single Room Occupancy	36.350.260	Decision				
Temporary Use Permit	36.410.050	Issued				
Variance	36.410.080				Decision	Appeal
Design Review						
Administrative Modification		Decision (4)			Appeal	Appeal
Administrative Use Permit		Decision (4)			Appeal	Appeal
Certificate of Appropriateness	See Municipal Code			Decision		Appeal
Conditional Use Permit					Decision	Appeal
TABLE 4-1. (Continued) REVIEW AUTHORITY						
Design Review (Continued)						
Design Review (6)	36.410.040		Decision		Appeal	Appeal
Design Review for Multi-Family 7 or more units, or Not-Exempt from CEQA (7)	36.410.040				Decision	Appeal
Hillside Development Permit					Decision	Appeal
Parking Use Permit					Decision	Appeal
Planned Development Permit					Decision	Appeal
Sign Permit			Decision		Appeal	Appeal
Variance					Decision	Appeal

Notes:

- (1) "Recommend" means that the review authority makes a recommendation to a higher decision-making body; "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Division 36.610 (Appeals); and "Issued" means the nondiscretionary permit shall be granted by the Director.
- (2) "DRB" means the Design Review Board. (See Section 36.410.040.)
- (3) "CHC" means the Cultural Heritage Commission. (See Municipal Code.)
- (4) The Director may defer action on zoning approval applications and refer the items to the Commission for the final decision. In a similar manner, the Director may defer action on a Design Review application and refer the item to the DRB for the final decision.
- (5) The Commission shall certify the Environmental Impact Report, except in those instances where the Council has final review authority for the application.
- (6) Design Review of all structures is required pursuant to Section 36.410.040.
- (7) CEQA means the California Environmental Quality Act.

This page intentionally left blank.

ATTACHMENT 11
All Affected MSSP Sections

6.0 TRANSPORTATION AND PARKING

INTENT

The intent of the Specific Plan is to:

- Encourage and provide alternative means of access to the Blue Line station and Mission Street other than automobiles.
- Provide adequate parking that can be shared by the shopping district and the Blue Line Station.
- Centralize that parking behind the Mission Street frontage to maintain its pedestrian-oriented character.
- Encourage shared parking by all businesses in the Core Area (so that shoppers can park in one location and visit many different businesses).

REGULATIONS

6.1 West Area

In the West Area, parking shall be provided in accordance with the requirements of the C-1 District zone, except that Historic Resources which are renovated in accordance with the standards and guidelines in this Specific Plan shall be required to provide only as much parking as can be accommodated on site behind the Historic Resources. In addition, 1 secure bicycle parking space shall be provided for every 4 automobile parking spaces.

6.2 Core Area

6.2.1 Basic Off-Street Parking Requirements

A. **Commercial Uses.** For new construction or a change of use or tenant, the following shall be provided, except as noted under *Exceptions*:

1. 4 spaces per 1,000 square feet of Gross Floor Area or the amount required for general retail uses by the Zoning Code (whichever is less). If a central parking facility or facilities for 150 or more vehicles is provided, the basic standard shall be reduced to 3 spaces per 1,000 square feet.

2. 1 secure bicycle parking space shall be provided for every 4 automobile parking spaces.

B. **Residential Uses.** Each dwelling unit with 2 or more bedrooms shall have 2 parking spaces, which may be in tandem, and each single or one-bedroom unit shall have 1 parking space, which may not be in tandem with another space.

6.2.2 Exceptions

A. **Restaurant Parking.** Once restaurants constitute one-third of the total lot frontage on which commercial uses are permitted in each of the areas shown in Table 8 below, 10 spaces per 1,000 square feet of Gross Floor Area shall be provided for any additional restaurants.

Table 8 Linear Feet of Frontage by Area

	Total <u>Commercial</u>	Restaurant Parking <u>Threshold</u>
Mission St.	2,700	900
Fremont Ave.	590	200
Diamond Ave.	261	87
El Centro	682	226
Meridian Ave.	387	127

1. Above this threshold, the off-street parking requirement increases to 10 spaces per 1,000 sf.

B. **Fast Food Restaurant Parking.** A Fast Food Restaurant is an establishment that provides, as its primary service, quick food service for a high volume of customers, which is accomplished through a limited menu of prepared items, orders taken over a counter (not at tables), and food served over a counter in disposable wrappings or containers.

12 spaces per 1,000 square feet of Gross Floor Area shall be provided for Fast Food Restaurants, regardless of the percentage of ground floor building frontage they comprise.

C. **Parking for Commercial Uses on Sidewalks.** Sidewalk areas in the public right-of-way or portions of a parcel that are open to the street and within 15 feet of the property line along street frontages on which Pedestrian-

Oriented Uses are required shall *not* be included as Gross Floor Area for the purpose of calculating required parking. Outdoor dining is encouraged in such spaces, which may be covered by arcades or awnings. All other outdoor use areas, including dining areas, shall be included as Gross Floor Area.

D. **Historic Resources.** Uses located in a Historic Resource which are renovated in accordance with the Secretary of the Interior's Standards and Guidelines shall be required to provide only as much parking as can be accommodated on-site behind the Historic Resource. If a Historic Resource is removed, parking shall be provided in accordance with the C-1 District of the Zoning Code and shall be located entirely on site.

E. **Narrow Site Between Historic Resources.** To facilitate the infill of gaps between existing buildings on Mission Street, a one-story building up to 40 feet deep with continuous storefronts may be constructed in any space between two Historic Resources along Mission Street which is 50 feet wide or less and is not occupied by an Historic Resource. Said building may provide only the amount of parking that can be accommodated on site with no curb cut on Mission Street. For some mid-block parcels, there may be no access to on-site parking except via an easement across an adjacent property. The City will assist in obtaining such easement. However, the lack of such easement shall not prohibit the construction of the permitted building.

F. **Bonus Sites.** In order to use the additional height and FAR specified in Chapter 4 on a potential Bonus Site, additional public parking must be provided in the amount of one additional parking space for each 1,000 gross square feet of Gross Floor Area.

If a central parking facility is provided, additional public parking shall not be required in order to develop the additional permitted floor space on Bonus Sites. Instead, an in-lieu fee, equivalent to 100% of the cost of the re-

quired parking at the parking facilities, but not to exceed the cost of additional parking on the Bonus site shall be provided.

G. **Underutilized Required Parking.** Parking that is required for a particular use which is not fully utilized may be made available as public parking.

6.2.3 Location of Required Off-Street Parking

Required off-street parking shall be located as follows:

A. **Residential Parking.** All residential parking shall be provided on site.

B. **Commercial Parking.** If approved by the Director of Community Development, the required commercial parking may be provided off-site within the Core Area or within 600 feet of the building, or by an in-lieu payment, constituting a portion of the actual cost of parking as specified by the Director of Community Development, may be made to the City to finance a central parking facility.

6.2.3 Loading Areas

A. Historic Resources are not required to provide on-site loading areas.

B. Buildings with less than 150 feet of frontage along Mission Street shall not be required to provide off-street loading areas.

C. Buildings with enclosed parking behind the storefronts may use parking bays as loading areas provided loading does not occur during business hours of the building tenants and, if the building includes housing units, does not occur between the hours of 7 p.m. and 7 a.m. and does not obstruct access to residential parking, subject to approval by the City Engineer. Alternatively, the curb-side parking lane or, if there is not curb-side parking lane, the traffic lane may be used for loading between the hours of 8 a.m. and 10 a.m.

This page intentionally left blank.

City of South Pasadena Agenda Report

*Diana Mahmud, Mayor
Michael A. Cacciotti, Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Sheila Pautsch, Community Services Director 
SUBJECT: **Public Hearing and Adoption of a Resolution Increasing the Park Impact Fee**

Recommendation

It is recommended that the City Council conduct a Public Hearing and adopt a Resolution increasing the Park Impact Fee (Fee).

Fiscal Impact

The proposed Fee adjustment will ensure the City of South Pasadena (City) that new development pays its fair share of costs associated with building new park facilities and infrastructure.

Commission Review and Recommendation

On February 8, 2016, the Parks and Recreation Commission (Commission) reviewed and recommended that the City Council discuss the possibility of increasing the Fee by 20%. This would raise the Fee from \$5.89 to \$7.07 per s.f. (s.f), which would still be less than the rate supported by the existing Nexus Study.

Background

In October 2005, the Commission began discussing the Quimby Act/Parkland Development Fee. They were asked to develop a list of park projects or major improvements to existing facilities and their estimated costs.

In February 2007, the City Council entered into an agreement with MuniFinancial to complete a Nexus Study to establish a Parkland Development Impact Fee. It was determined that the Park Development Impact Fee was a better mechanism for the City to raise money to create new parks and improve/add to existing parks. The Quimby Fee was not appropriate for the City as the City has no significant privately owned vacant properties to develop.

In September 2007, the Commission discussed the Park Facility Impact Fee Report (Nexus Study). They voted unanimously to establish the Fee and approve the rate of \$8.93/s.f. for single family dwellings and \$8.54/s.f. for Multi Family Dwellings, as supported by the Nexus Study.

After further discussion and unanimous vote, they recommended against exempting affordable housing. In addition, they recommended that the Fee be applied anytime square footage is increased. They did not recommend following the South Pasadena Unified School District's method of applying the Fee when new habitable square footage is more than 500/ s.f.

At the October 3, 2007 City Council Meeting, the City Council expressed general support for approving a park impact Fee but expressed concern regarding the Fee amount recommended by the Commission. The City Council directed staff to return with a revised proposal to institute a park impact Fee in an amount less than that supported by the Nexus Study.

At its October 2007 meeting, the Commission was informed that the City Council did not take formal action on adopting the Fee. The Commission pointed out that the Fee addressed two strategic goals set back in June 2007 which were 1) "Increase Sources of Revenue to Meet Unmet Needs" which can be used to and 2) "Repair and/or Replace Infrastructure."

At the December 5, 2007 City Council Meeting, staff returned with a revised report and three (3) rate options (\$8.56/s.f., \$5.89/s.f., and \$4.00/s.f.). The City Council approved the establishment of a FEE of \$5.89 and exempt the first 250 /s.f. for renovations/remodel.

At the January 16, 2008 City Council Meeting, a Public Hearing was set for the adoption of a resolution and City ordinance establishing a Park Impact Fee on Residential Developments. The City Council additionally set a reduced Fee in the amount of \$2.95/ s.f. for affordable senior housing.

At the February 6, 2008 City Council Meeting, the City Council adopted an ordinance amending Chapter 16A of the South Pasadena Municipal Code establishing a Residential Park Facilities Impact Fee. The rate and exemptions have been established by resolution. This gives the City Council the flexibility to amend the Fee without having to amend the City's Ordinance.

The Fee fund has generated \$712,410 since it began in Fiscal Year 2008-09. The largest contribution was from the development of the Furmer Abbott Laboratories property at 820 Mission Street which was about \$278,000. Fee funds have been used to survey and develop conceptual plans for lot 117 off Illinois Drive for a possible park, new playground equipment at Arroyo Park, a community center feasibility study, and design and plans for the dog park which totaled about \$268,000. The Fee fund has about \$230,000 encumbered for the dog park, demonstration garden, and community center feasibility study. There is about \$213,000 remaining for new parks and facility development.

At the May 4, 2016 City Council Meeting, the City Council discussed the possibility of increasing the Fee. After an extensive discussion, staff was directed to return with an appropriate resolution which proposes a 30% increase which equals \$7.65/s.f., to maintain the existing exemption for the first 250 s.f. of the project that increases the habitable living space and maintain the reduced rate of \$2.95/s.f. for affordable senior housing. Staff was also requested to

bring back the Fee in two years for review.

Analysis

It is recommended the City Council adopt the new Fee which will become effective immediately. This will be the first increase on the Fee since January 2008. The increase in the Fee will assist in future park development projects.

Park Impact Fee	Current Fee	Proposed Fee
Residential development both new construction and remodels	\$5.89 per s.f.	\$7.65 per s.f.
Affordable Senior Housing That is subject to a restrictive affordability covenant	\$2.95 per s.f.	\$2.95 per s.f.
Exemption	First 250 square Feet	First 250 square Feet

No comments were received during the public notice period.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment:

1. Resolution Amending the Park Impact Fee
2. Public Hearing Notice

This page intentionally left blank.

ATTACHMENT 1
Resolution Increasing the Park Impact Fee

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
INCREASING THE PARK FACILITIES IMPACT FEE**

WHEREAS, the Mitigation Fee Act, contained in California Government Code Section 66000 through 66025, allows the City of South Pasadena (City) to establish development impact fees for municipal facilities and services, provided such fees and charges do not exceed the estimated reasonable cost to the City in providing the facilities or services to which the fee or charge applies; and

WHEREAS, a Park Facilities Impact Fee Study was prepared based on the California Mitigation Fee Act, to propose a Park Impact Fee that ensures new development pays its fair share of costs associated with building new park facilities and infrastructure; and

WHEREAS, the proposed fee was developed by converting the cost per capita to a fee per square foot of development based on dwelling unit densities and the historical averages for the size of existing single family and multi-family residences, which contribute to the existing level of services for parks; the fee also includes the current cost to acquire and develop the land as well as charges associated with the implementation and administration of the Park Impact Fee; and

WHEREAS, pursuant to the South Pasadena Municipal Code Section 16A.5 of Chapter 16A (Growth Requirement Capital Fee) the City Council may establish by resolution, from time to time, a Growth Requirement Capital Fee for Residential Development; and

WHEREAS, the City Council desires and intends to establish a Residential Development Fee for park facilities impact designated as Park Facilities Impact Fee, as part of the Growth Requirement Capital Fee, based on the recommended amount of \$5.89 per square foot for residential developments both new construction and remodel; provided that for home renovations or remodels, there will be an exemption for the first 250 square feet of the project that increases the habitable living space; and

WHEREAS, implementation of the proposed fee will ensure that new development pays its fair share of costs associated with building new parks and recreational facilities; and

WHEREAS, the City Council desires to amend the Park Facilities Impact Fee to \$7.65 per square foot, continue the affordable senior housing fee of \$2.95 per square foot and exempt the first 250 square feet of the project that increases the habitable living space.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby sets the Park Facilities Impact Fee portion of the Growth Requirement Capital Fee for Residential Development in the amount of \$7.65 per square foot as recommend in the May 4, 2016 City Council Meeting Agenda Report entitled “Direction Regarding a Possible Increase in the Park Impact Fee” and in the MuniFinancial report, which is dated November 13, 2007, copies of which are on file with the Office of the City Clerk. Further, the City Council hereby continues the reduced Park Facilities Impact Fee in the amount of \$2.95 per square foot for affordable senior housing that is subject to a restrictive affordability covenant.

SECTION 2. The City Council hereby continues an exemption for the first 250 square feet for renovations and remodels of existing residential structures that increase the habitable living pace, on the Park Facilities Impact Fee portion of the Growth Requirement Capital Fee for Residential Development.

SECTION 3. The City Council hereby makes the following findings:

- (a) The purpose of the Park Facilities Impact Fee is to provide a funding source from new residential development for parks to serve said new development. The Park Facilities Impact Fee advances a legitimate interest of the City by enabling the City to provide park services for new development.
- (b) The Park Facilities Impact Fee will fund expanding park facilities to serve new development. All facilities will be located within the City of South Pasadena. The Facilities could include:
 - Parkland;
 - Adjacent street improvements;
 - Typical park improvements including but not limited to landscaping, irrigation, play structures, benches, pathways, fences and parking;
 - Special use facilities and structure such as restrooms. Sports complexes, and buildings; and
 - Financing costs associated with any of the above.
- (c) The Park Facilities Impact Fee will only be used for acquisition of parkland, construction of adjacent street improvements, construction of park improvements, special use facilities and structures on parkland or schools, and financing costs, if any, associated with these expenditures. Park Facilities funded by the Park Facilities Impact Fee will provide a citywide network of services accessible to the additional

residents and workers associated with new development. Thus, there is a reasonable relationship between the use of the Park Facilities Impact Fee and the type of new development required to pay the fee.

- (d) Service population provides an indicator of the demand for park facilities needed to accommodate growth, The total demand for park facilities is calculated based on residents associated with development. The need for the Park Facilities Impact Fee is based on facility standards identified in the MuniFinancial Report. The facility standards represent the level of service that the City will provide its residents. There is a reasonable relationship between the need for parkland and the new residential development on which the Park Facilities Impact Fee is imposed.
- (e) The reasonable relationship between the Park Facilities Impact Fee for a specific development project is based on the estimated size of the services population that the project will accommodate. The total fee for a specific project is based on its size as measured by building square feet. The fee converts the estimated service population that a development project will accommodate into a fee based on the size of the project. Larger projects of a certain land use type will have a higher service population and pay a higher fee than small projects of the same land use type. Thus, the fee ensures a reasonable relationship between the public facilities fee for a specific development project and the cost of the facilities attributable to that project.

SECTION 4. This resolution shall take effect immediately on June 15, 2016, the date of adoption of this resolution; and the Park Facilities Impact Fees shall thereafter be subject to collection of the new fee.

SECTION 5. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 15th day of June, 2016.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

This page intentionally left blank.

ATTACHMENT 2
Public Hearing Notice



City of South Pasadena
 Sheila Pautsch
 Community Services Director
Spautsch@southpasadenaca.gov
 626.403.7362

TO BE PUBLISHED: 06/02/16
 06/09/16

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RELATIVE TO THE FOLLOWING:

Proposed Changes to Resolution No. 6964 Establishing a Park Facility Impact Fee

A Public Hearing to consider a proposal to amend the existing Park Facility Impact Fee as outlined in the below table. Information relating to this item, including the supporting nexus study, is on file in the Community Services Department and may be viewed between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, at 1102 Oxley Street, or by calling the Community Services Department at (626) 403-7362.

Proposed Park Facility Impact Fee

Park Impact Fee	Current Fee	Proposed Fee
Residential development both new construction and remodels	\$5.89 per square foot	\$7.65 per square foot
Affordable Senior Housing That is subject to a restrictive affordability covenant	\$2.95 per square foot	\$2.95 Per Square foot
Exemption	First 250 square feet	First 250 square feet

NOTICE IS FURTHER GIVEN that said Public Hearing will be held at the meeting of the City Council on June 15, 2016 at 7:30 p.m. or as soon thereafter as the matter may be heard in the City Hall Council Chambers, 1424 Mission Street, South Pasadena, California. All interested persons are invited to attend said hearing, or to submit written communication, to express their opinion for or against the proposed fee.

Sheila Pautsch
 Community Services Director

City of South Pasadena Agenda Report

*Diana Mahmud, Mayor
Michael A. Cacciotti, Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Lucy Demirjian, Assistant to the City Manager 
SUBJECT: **Approval of South Pasadena Chamber of Commerce Request for One-Time Allocation of Business Improvement Tax Funds in the Amount of \$45,000 for Holiday Decorations and City Imaging Campaign**

Recommendation

It is recommended that the City Council approve a request from the South Pasadena Chamber of Commerce (Chamber) for a one-time allocation in the amount of \$45,000 of Business Improvement Tax (BIT) funds to replace holiday decorations and begin a City identity and imaging campaign.

Fiscal Impact

Fiscal Year (FY) 2016-17 BIT revenues are anticipated in the amount of \$155,000. The City Council has approved funding to \$135,500 per the Chamber's agreement for FY 2016-17 for business and event promotion. The FY 2016-17 BIT fund balance is projected to be \$149,000.

Commission Review and Recommendation

On May 2, 2016, the Council Ad Hoc Economic Development Committee, comprised of Councilmembers Joe and Khubesrian, met with the Chamber to review their proposal.

Background

In 1977, the City Council adopted Ordinance No. 1738 establishing a BIT to collect funds that may be used for business improvement activities in the City.

The Chamber was established to represent and advocate for the business community in South Pasadena. The City has supported the efforts of the Chamber with BIT funds to allow for programs to promote the business community in order to encourage economic stability and development in the City.

Analysis

Per the Municipal Code, BIT revenues can be used for:

1. The coordination of the holiday decorations;
2. Investment in the promotion of public events that take place on or in public places;
3. Furnishing music in public places;
4. Engagement in the general promotion of retail trade activities in the 91030 zip code.

The Chamber has requested a one-time allocation in the amount of \$45,000 to replace holiday decorations and begin a City identity and imaging campaign.

Holiday Decor

Holiday decorations are in need of replacement. The current décor includes two “skylines” – garland spanning Fair Oaks Avenue, and pole decorations on 20 light poles on Mission Street. Holiday decorations have a life expectancy of about three to seven years. The latest decorations were purchased in 2011, others were bought in 2001, so they are overdue for replacement. The cost to replace the current decorations is \$30,000.

The specific design elements will be finalized and coordinated by the Chamber of Commerce, City, and the vendor, resulting in a fresh, bright holiday look that will complement the historic feel of our community.

Imaging Campaign

The Chamber has requested a one-time allocation of \$15,000 from the BIT for an Imaging Campaign that includes seasonal street pole banners, and a free, downloadable “walking app.”

An overall imaging campaign will ensure that the designs have a cohesive feel, allowing for artistic expression within the overall concept. Designs will be applied to street pole banners, the walking app, and even the wayfinding signs for which the City has received a grant from Metro.

A downloadable “walking app” is a tool that more cities are adopting and is useful for residents and visitors alike. Walking apps are becoming increasingly popular in cities and communities as people rely on smart phones and other electronic devices for information and resources.

The Chamber will work in collaboration with South Pasadena Arts Council (SPARC) on a “seasonal” street pole banner program. The banners displayed on street poles on Fair Oaks Avenue and Mission Street will promote local businesses, celebrate the arts, and welcome in the holidays. The funding from the BIT will cover a portion of the initial cost to design, fabricate and install the banners, and will be augmented by sponsorships from local community groups, organizations and businesses.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

South Pasadena Chamber of Commerce

Memo to: Sergio Gonzalez
CC: Chamber Board of Directors
Date: May 27, 2016
From: Laurie Wheeler
Subject: South Pasadena “Imaging Campaign”

A proposal was presented to the City Council Ad Hoc Economic Development Committee to identify and develop an “Image Identity” for the City of South Pasadena. This “image” would drive a series of design concepts and parameters that could be applied to many projects and programs city-wide. The Chamber is focusing on four specific areas that will provide a visible representations of the image, to further create a “sense of place” in South Pasadena. A sub-committee of the South Pasadena Chamber of Commerce Economic Development Committee, consisting of 5 – 6 people, will be formed to oversee the project, milestones and implementation of the components of the campaign. This committee includes a representative from the City of South Pasadena, design professional, restaurant and retail business owners.

Timeframe:

May, June 2016:

- Sub-Committee formed, tasks identified and prioritized, milestones established.
- Develop an RFP for an imaging/branding firm to be retained
- Gather information and proposals from holiday decoration companies for the replacement of the current holiday decorations
- Refine, publicize and implement advertising opportunities for the South Pasadena “Walking App”

June-July, 2016:

- RFP’s reviewed, selection of branding/imaging firm
- Development of City’s image, design guidelines, parameters

July-August, 2016:

- Finalize holiday decorations selection and place order
- Solicit design ideas for themed street pole banner campaign
- Begin the design, fabrication and installation of the Metro Wayfinding grant requirements for the directional signage

August-September, 2016:

- Finalize design for fall pole banner campaign
- Sponsorship solicitation for pole banners
- Fabricate and install fall campaign
- Continue with the design and fabrication process of the wayfinding signage

September-October, 2016:

- Finalize design for holiday pole banner campaign
- Fabricate holiday pole banners

November-December, 2016:

- Installation of holiday decorations and holiday banners
- Finalization, fabrication, installation of Metro wayfinding signage

This page intentionally left blank.

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

*Diana Mahmud, Mayor
Michael A. Cacciotti, Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016
TO: Honorable Mayor/Chair and City Council/Agency Members
VIA: Sergio Gonzalez, City Manager/Executive Director 
FROM: Lucy Demirjian, Assistant to the City Manager 
SUBJECT: **Adoption of a Resolution Amending the Long Range Property Management Plan for Successor Agency Property**

Recommendation

It is recommended that the City Council, seated as the Successor Agency to the South Pasadena Community Redevelopment Agency (Successor Agency), adopt a resolution amending the Long Range Property Management Plan (LRPMP) to submit for consideration and approval by the Oversight Board.

Fiscal Impact

If the amendment to the LRPMP is approved, the Successor Agency may transfer the last remaining property from the redevelopment area to the City of South Pasadena (City). Once the property has been transferred, this will allow the Successor Agency to wind down its business.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Assembly Bill (AB) X1 26, which outlines the redevelopment dissolution process, required the Community Redevelopment Agency of the City of South Pasadena (CRA) to transfer all of its real estate assets to the Successor Agency by February of 2012 (total of four properties were transferred to the South Pasadena Housing Authority). Health and Safety Code Section 34191.5, added by AB 1484 (signed into law on June 27, 2012), further clarified the dissolution process and requires the Successor Agency to submit a LRPMP to the Oversight Board and Department of Finance (DOF) that outlines the proposed plan to dispose of or use of the property(ies) formerly owned by the CRA.

On August 14, 2013, the Successor Agency accepted the LRPMP proposing the sale of the single property located at the northeast corner of Mound Avenue and El Centro Street for Development by Genton Property Group, LLC (Genton), which was subsequently approved by the Oversight Board on August 15, 2013.

On January 14, 2014, the Department of Finance (DOF) approved the LRPMP. The property is an integral piece located in the Downtown Revitalization Project Area, and its sale to Genton would have facilitated the completion of the Redevelopment Plan.

On March 31, 2016, the Exclusive Negotiation Agreement (ENA) between the City and the Developer, Genton, expired. The proposed project was no longer feasible due to the developer's inability to acquire property needed to implement the Downtown Revitalization Project.

Analysis

The LRPMP is a prerequisite to any disposition of property owned by the Successor Agency.

The current LRPMP addresses the disposition of the following property:

APN: 5315-003-901 (Northeast corner of Mound and El Centro)

THE WESTERLY 56 FEET, BETWEEN PARALLEL LINES OF LOTS 1, 2 AND 3 IN BLOCK "G" OF THE RAYMOND VILLA TRACT NO.1, IN THE CITY OF SOUTH PASADENA, AS PER MAP RECORDED IN BOOK 1, PAGE 91 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

The intent of the current LRPMP was to sell the property to the Project Developer at fair market value with the sale proceeds distributed to the affected taxing entities, contingent upon it being developed in accordance with the approved Redevelopment Plan.

However, with the expiration of the ENA with Genton, neither the City nor the Successor Agency has any immediate development proposal which would utilize the property for other than a public parking purpose.

On September 22, 2015, Governor Brown signed Senate Bill (SB) 107 into law, amending aspects California Health and Safety Code Section 34179.5, including permitting the transfer of parking facilities, including parking lots, dedicated solely to public parking and which do not generate revenues in excess of reasonable maintenance costs, from the Successor Agency to the City, for no compensation as a "governmental purpose" transfer.

Since the property has at all times been used as a free parking lot for employee and public parking, the amendment to the LRPMP will propose the transfer of the property from the Successor Agency to the City for governmental use as a public parking lot, consistent with the "governmental purpose" designation.

Once approved by the Successor Agency, the amended LRPMP will be submitted to the Oversight Board for its consideration and approval. Following approval by the Oversight Board, the LRPMP will be submitted to the DOF for approval.

Downtown Redevelopment Long Range Property Management Plan Amendment
June 15, 2016
Page 2 of 3

Legal Review

Successor Agency Counsel has reviewed this item and assisted in the preparation of the report and the attached resolution.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Resolution approving Amendment to Long Range Property Management Plan

RESOLUTION NO. _____

**A RESOLUTION OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING AN AMENDMENT TO THE LONG RANGE
PROPERTY MANAGEMENT PLAN FOR THE
DISPOSITION OF REAL PROPERTY ASSETS OF
THE FORMER REDEVELOPMENT AGENCY**

WHEREAS, the Successor Agency to the Community Redevelopment Agency of the City of South Pasadena (Successor Agency) has been established to take certain actions to wind down the affairs of the former Redevelopment Agency in accordance with the Dissolution Act (enacted by Assembly Bills 26 and 1484, as codified in the California Health & Safety Code); and

WHEREAS, California Health and Safety Code Section 34179.5 (Act) provides that the Successor Agency is required to prepare a Long Range Property Management Plan (LRPMP) that addresses the disposition and use of real properties of the former redevelopment agency; and

WHEREAS, Section 34179.5 of the Act also requires the Successor Agency to submit the LRPMP to the Oversight Board and the Department of Finance, and required regulatory agencies, not later than six months following the issuance to the Successor Agency of the finding of completion; and

WHEREAS, on August 15, 2013, the Oversight Board approved the LRPMP which governs the disposition of only one property owned by the Successor Agency, described as an 8,452 square foot parking lot located at 1500 El Centro Street, South Pasadena, California (APN 5315-003-901) within the Commercial General zone in the Downtown Revitalization Project Area; and

WHEREAS, the LRPMP designated the parking lot at 1500 El Centro Street, South Pasadena, California, as property to be sold to Genton Property Group, LLC, for fair market value pursuant to the terms of a Disposition and Development Agreement to be negotiated to implement an Exclusive Negotiation Agreement to develop a Downtown Revitalization Project to include an underground parking structure, commercial storefronts and second and third floor residential units (Genton Project); and

WHEREAS, on January 14, 2014, the Department of Finance approved the LRPMP; and

WHEREAS, on March 31, 2016, the Exclusive Negotiation Agreement expired and the pursuit of the Genton Project was discontinued, due to the developer's inability to acquire the Citizen's Business Bank building, which was one of the parcels needed to implement the Genton Project; and

WHEREAS, with the loss of the Genton Project, the City of South Pasadena continues to use the parking lot located at 1500 El Centro Street, South Pasadena (parking lot parcel) for free employee and public parking to access City Hall and administrative offices; and

WHEREAS, on September 22, 2015, Governor Brown signed SB 107 into law, amending aspects of Act, including permitting the transfer of parking facilities, including parking lots, dedicated solely to public parking and which do not generate revenues in excess of reasonable maintenance costs, from the Successor Agency to the City, for no compensation as a "governmental purpose" transfer, subject to Oversight Board and Department of Finance approval; and

WHEREAS, the parking lot parcel, located at 1500 El Centro Street, South Pasadena, has at all times been used as a free parking lot for employee and public parking and with the loss of the Genton Project, the City of South Pasadena wishes to continue to use the parking lot parcel for public parking purposes; and

WHEREAS, Health & Safety Code Section 34181(a), as amended by SB 107, authorizes a "government purpose" transfer of a free public parking lot to a public jurisdiction and the use by the City government as a public parking lot constitutes a governmental use, consistent with the "governmental purpose" designation; and

WHEREAS, SB 107 also authorizes a Successor Agency to amend its LRPMP once, solely to allow for retention of real properties that constitute public parking lots; and

WHEREAS, a "governmental purpose" transfer is also an appropriate transfer category on a LRPMP pursuant to Health & Safety Code Section 34191.5(c) and amending the LRPMP to include this remnant parcel will facilitate review and governmental transparency where all proposed property transfers are located in one document.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. Approval of the amended LRPMP is exempt from the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) (General Rule) of the CEQA Guidelines because the proposed amendments will not cause a significant adverse physical change to the environment either directly or indirect

SECTION 3. The Successor Agency hereby approves the amended LRPMP, as set forth in Exhibit "A" attached hereto and incorporated herein by reference, to include disposition of the parking lot parcel located at 1500 El Centro Street, South Pasadena to the City of South Pasadena as a "governmental purpose" transfer for no compensation.

SECTION 4. The Executive Director is further authorized to bring the South Pasadena Successor Agency LRPMP to the Successor Agency's Oversight Board for its consideration and approval.

SECTION 5. The Executive Director is also authorized to take such further actions as may be necessary or appropriate to carry out the Successor Agency's obligations pursuant to this resolution, including, but is not limited to, undertaking those actions required by the Health & Safety Code.

SECTION 6. The Agency Secretary shall certify to the passage and adoption of this resolution and its approval by the Successor Agency and shall cause the same to be listed in the records of the Successor Agency.

PASSED, APPROVED AND ADOPTED ON this 15th day of June, 2016.

Diana Mahmud, Agency Chair

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, Agency Secretary
(seal)

Teresa L. Highsmith, Agency Counsel

I HEREBY CERTIFY the foregoing resolution was duly adopted by the Successor Agency to the Community Redevelopment Agency of the City of South Pasadena, California, at a regular meeting held on the 15th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, Agency Secretary
(seal)

EXHIBIT A



Long Range Property Management Plan

Prepared by:

South Pasadena Successor Agency

August 14, 2013

Amended , 2016

Introduction

This document constitutes the Long-Range Property Management Plan (LRPMP) of the Successor Agency (Successor Agency) of the former Community Redevelopment Agency of the City of South Pasadena (CRA), prepared in accordance with Health and Safety Code Section 34191.5.

The CRA was dissolved on February 1, 2012, pursuant to ABX1 26 (as amended by AB 1484). These Redevelopment Dissolution Statutes govern the dissolution of the CRA, which includes the disposition of its former real property.

Prior to its dissolution, the CRA owned four parcels of real property (collectively, the Properties, and individually, a Property), which were located in the Downtown Revitalization Project area in the City of South Pasadena. Pursuant to the Redevelopment Dissolution Statutes, ownership of the Properties was transferred to the South Pasadena Housing Authority in early 2012. The Department of Finance has since contested the transfer of one Property, the subject of which is fully described in this LRPMP.

The Property is located within the boundaries of the South Pasadena Downtown Revitalization Project Area (Project Area) and is part of the approved and entitled Downtown Revitalization Project.

The Successor Agency is now responsible for disposition of the Property in accordance with the procedures and requirements of Redevelopment Dissolution Statutes, with particular reference to Health and Safety Code Section 34191.1, 34191.3, 34191.4(a), and 34191.5.

~~This LRPMP will be presented for consideration of approval on August 14, 2013, to the South Pasadena Successor Agency (i.e., South Pasadena City Council serving as the governing board of the Successor Agency).~~

The Successor Agency obtained a "finding of completion" from the California Department of Finance (DOF) on March 29, 2013, pursuant to Health and Safety Code Section 34179.7, that entitles the Successor Agency to submit this LRPMP for approval by the Oversight Board and DOF.

~~On August 15, 2013, the LRPMP was approved will be presented to by the Oversight Board of the Successor Agency (Oversight Board), which was established pursuant to the Redevelopment Dissolution Statutes, for consideration of approval. If both the Successor Agency and the Oversight Board approve the LRPMP, it will be transmitted to DOF for its approval as early as August 16, 2013.~~

In accordance with Health and Safety Code Section 34191.5(c), Part I of this LRPMP contains specific information related to the Property, and Part II addresses and sets forth the proposed plan for disposition and use of the Property. Also accompanying this LRPMP is the information checklist required by the DOF.

The LRPMP, which was approved by the Department of Finance on January 14, 2014, is being amended pursuant to Health and Safety Code section 34191.3(b) and (c), which allows the Successor Agency to amend its LRPMP once if the plan was approved prior to January 1, 2016, solely to allow for the retention of real properties that constitute “parking facilities and lots dedicated solely to public parking.”

Overview of South Pasadena Redevelopment

On May 21, 2008, the City Council approved the Downtown Revitalization Project which involves the development of five building sites within a three-block area, (the “Downtown Revitalization Project”). Overall, the Downtown Revitalization Project as approved would involve the demolition of 11,950 square feet of building area (Citizen's Business Bank building and the former South Pasadena Nursery site). The proposed project would result in approximately 41,000 square feet of retail uses, restaurant uses, bank uses, office uses, and dwelling units, including a minimum of twelve (12) low- to moderate-income Senior Housing units. A total of 328 parking spaces will be provided throughout the project area on various surface lots and in a multi-level garage.

On November 2, 2008, the residents of South Pasadena voted overwhelmingly in support of the Downtown Revitalization Project by passing Measure SP. The passage of Measure SP clarified that residential uses are permitted within the City's Redevelopment Plan to the extent it is permitted by the General Plan and Zoning Code.

On September 7, 2011, the City of South Pasadena entered into an Exclusive Negotiating Agreement with Genton Property Group, LLC (Developer). The City and the South Pasadena Housing Authority entered into an extension of that Exclusive Negotiating Agreement on December 19, 2012 and ~~began~~ are currently negotiating a Disposition and Development Agreement (DDA) with the Developer to include the City owned and South Pasadena Housing Authority parcels within the project boundaries. The negotiations also include the single property held by the Successor Agency to be disposed of pursuant to the Redevelopment Dissolution Statutes.

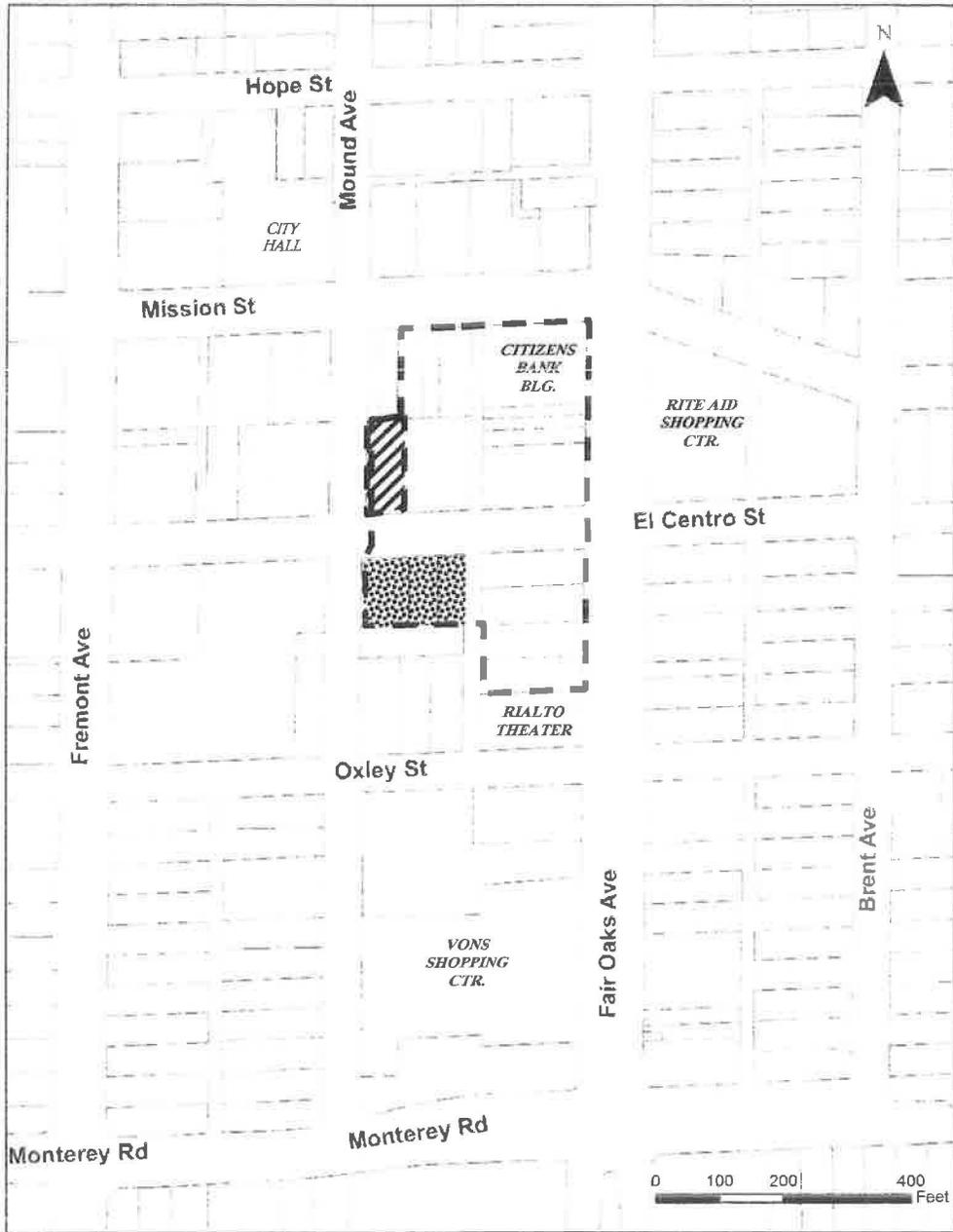
The Downtown Revitalization Area consists of property primarily located within the boundaries of Mission Street, Fair Oaks Avenue, Oxley Street, and Mound Avenue.

- 1) Approximately .61 acres (comprising two undeveloped parcels on each side of El Centro owned by the Authority totaling .31 acres and two developed parcels at the corner of El Centro and Mound owned by the Authority totaling .3 acres) currently owned by the City or the Authority in fee simple;

- 2) Approximately 0.60 acres comprised of streets, alleys and lanes to which City has a dedicated public right-of-way easement;
- 3) Approximately 1.89 acres of property south of Mission Street and East of Fair Oaks Avenue; and,
- 4) Approximately 0.717 acres generally located adjacent to the areas described above, which are currently owned by various third parties.

Unfortunately, Developer was unable to acquire the Citizens Business Bank property which was necessary to implement the terms of the proposed Disposition and Development Agreement, and as of April 1, 2016, the Exclusive Negotiating Agreement expired. The City of South Pasadena may consider a smaller redevelopment project on the site.

Downtown Project Area South Pasadena, CA



LEGEND

-  Downtown Project Area of Existing Entitlements
-  Contested Parcel
-  South Pasadena Housing Authority Owned Parcels

**Part I:
Property Information**

Property Type	Parking Lot
Permissible Use	Commercial Site
Address	1500 El Centro Street, South Pasadena, CA 91030
APN #	5315-003-901
Lot Size	8452 square feet
Current Zoning	Commercial General (CG)

The Property was acquired by the former Community Redevelopment Agency (CRA) by eminent domain (July 25, 1980) specifically for the purpose of redevelopment as part of the ultimately approved project.

The Property is an integral part of the Downtown Revitalization Project Area which can continue to provide needed public parking for nearby City Hall administrative buildings, the historic Rialto Theatre and the eventual commercial development of the Downtown Revitalization Project Area.

The Department of Finance disallowed the transfer of the Property known as 1500 El Centro, South Pasadena, CA (APN # 5315-003-901), a lot consisting of 8,452 square feet, approximately 0.19 acres, transferred from the Successor Agency of the Redevelopment Agency of the City of South Pasadena to the South Pasadena Housing Authority on February 1, 2012, to be used for development of low- and moderate-income housing on the Project site as shown in the Entitlements ~~(the “contested parcel”)~~. The Department of Finance also disallowed a government use transfer of the ~~Property~~~~contested parcel~~ to the City for use as a parking lot on July 24, 2013, under the limited definition of “governmental purpose” set forth in Health and Safety Code section 34181(a).

However, on September 22, 2015, Governor Brown signed SB 107 into law, amending the Redevelopment Dissolution Statutes, including expanding the definition of “governmental purpose” property to include property which has been and will be used exclusively as a city parking lot, as long as revenues generated from the Property do not exceed operation and maintenance costs. The Property has been utilized as a free public parking lot since its acquisition and continues to provide free parking for both staff and the community to access City Hall and administrative offices.



Aerial Photo—City Hall and Public Parking Lot

Part II:

Property Disposition and Use—Transfer of Real Property for Government Use

The Property has been utilized as a free public parking lot since its acquisition and continues to provide free parking for both staff and the community to access City Hall and administrative offices. The Property will be disposed and used in accordance with the approved South Pasadena Redevelopment Plan, which identifies the development of the Downtown Revitalization Project and includes the Property as part thereof.

Although the City of South Pasadena and South Pasadena Housing Authority hadve entered into an Exclusive Negotiation Agreement (ENA) with developer, Genton Property Group, LLC, to develop a mixed-use project, including public parking, residential (including low- and moderate-income senior housing units, retail and other commercial uses, in the block bounded by Mission Street on the north, El Centro Street on the south, Fair Oaks Avenue on the east, and Mound Avenue on the west, due to Genton Property Group, LLC inability to acquire the Citizens Business Bank property which was necessary to develop a mixed-use project on the site, the Exclusive Negotiating Agreement expired on March 31, 2016. While the City hopes to eventually develop a modified commercial or mixed-use project within the Downtown Revitalization Project Area, the Property which is the subject of this Long Range Property Management Plan has at all times been identified (and used) for public parking purposes.

The Property that is covered by this Long Range Property Management Plan is 0.19 acres in size, APN number: 5315-003-901, and is located on northeast corner of the intersection of Mound Avenue and El Centro Street. The Property continues to be viewed as an essential piece for developing the Downtown Revitalization Project Area, and the best use in that regard is to continue to maintain it for parking as the area depends on this lot being available for public parking given the limited other parking available. Prior to the expanded definition of governmental purpose properties to include public parking lots, this site was required to be sold. Under the new definitions in Health and Safety Code sections 34181(a)(1, 2) and 34191.3(b), the property can continue its use as a public parking location to service parking needs of City Hall, downtown generally, and the Downtown Revitalization Project Area.

The Property, part of the City's redevelopment project area, is intended to be disposed by the Successor Agency to the developer of the Downtown Revitalization Project, Genton Property Group, LLC, or to any developer that has entered into an Exclusive Negotiation Agreement with the City of South Pasadena should Genton Property Group, LLC, not complete its development of the Downtown Revitalization Project.

The Property is integral to the Downtown Revitalization Project in that a portion of an underground parking garage supporting the Project will be built within the property's boundaries; ground-level commercial storefronts will be built on a portion of the property and second and third floor residential units will be built on a portion of the property.

Exclusion of the property would render the Downtown Revitalization Project unfeasible to build.

~~The City/Successor Agency/Housing Authority are currently negotiating one or more Disposition and Development Agreements (DDA) with Genton Property Group, LLC, which will specify the terms and conditions for the developer to develop the Downtown Revitalization Project and shall include a sale of the Property to the developer, with the sale contingent upon execution of an agreement committing the Property to be developed in accordance with the approved Redevelopment Plan.~~

~~The DDA will also specify how the Property will be sold to Genton Property Group, LLC, or to any developer that has entered into an Exclusive Negotiation Agreement with the City of South Pasadena/Successor Agency/Housing Authority should Genton Property Group, LLC, not complete its development of the Downtown Revitalization Project.~~

~~The Property will be sold to Genton Property Group, LLC, for fair market value based upon an appraisal.~~

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

*Diana Mahmud, Mayor/Agency Chair
Michael A. Cacciotti, Mayor Pro Tem/Agency Vice Chair
Robert S. Joe, Council/Agency Member
Marina Khubesrian, M.D., Council/Agency Member
Richard D. Schneider, M.D., Council/Agency Member*

*Evelyn G. Zneimer, City Clerk/Agency Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016
TO: Honorable Mayor/Chair and City Council/Agency Members
VIA: Sergio Gonzalez, City Manager/Executive Director 
FROM: David Batt, Finance Director
Lucy Demirjian, Assistant to the City Manager 
SUBJECT: **Adoption of a Resolution Approving a Bond Proceeds
Expenditure Agreement Between the City of South Pasadena and
the Successor Agency to the Community Redevelopment Agency
of the City of South Pasadena**

Recommendation

It is recommended that the City Council, seated as the Successor Agency to the South Pasadena Community Redevelopment Agency (Successor Agency), adopt a resolution approving a Bond Proceeds Expenditure Agreement with the City of South Pasadena (City).

Fiscal Impact

Approval of this resolution will allow the transfer of \$901,435.90 in excess bond proceeds from the 2000 Tax Allocation Bonds held by the Successor Agency to the City, pending approval by the State Department of Finance (DOF).

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Section 34191.4(c) of the Dissolution Act allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for the purposes for which the bonds were sold; provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants; and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the Successor Agency's Recognized Obligation Payment Schedule (ROPS).

On April 26, 2013, the Successor Agency received a finding of completion. At that time the City was in the process of negotiating a Disposition and Development Agreement (DDA) with Genton Property Group, LLC, (Genton) pursuant to an Exclusive Negotiating Agreement (ENA). These Agreements were an outgrowth of designs and entitlements originally provided for Decoma Developers, LLC, for a proposed development in the former Redevelopment

Agency's Downtown Revitalization Project Area. Despite some initial progress with Genton's proposal to develop the Project Area, they were ultimately unable to acquire the necessary properties to pursue their proposed development, and the ENA was allowed to expire on March 31, 2016.

Analysis

While the City has not engaged a developer to replace Genton, the City is still very desirous of developing the Project Area, which would include retail, public parking, and affordable housing. In the absence of a current development as initially envisioned, the remaining proceeds from the 2000 Tax Allocation bonds are now considered "excess," and under the Dissolution Act may be used to further the purposes for which the bonds had been issued. This may be accomplished by transferring these proceeds to the City in accordance with a Bond Proceeds Expenditure Agreement (BPEA).

If approved by the Successor Agency, the BPEA would then be scheduled for consideration by the Oversight Board. If approved by the Oversight Board, the BPEA will be submitted to the DOF for final approval. An amended ROPS will be prepared listing the bond proceeds as excess obligations, and the City as the payee instead of Genton Property Group. Following Successor Agency, Oversight Board, and DOF approval of the ROPS, the funds will be transferred.

Legal Review

Successor Agency Counsel has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Resolution approving a Bond Proceeds Expenditure Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING BOND PROCEEDS EXPENDITURE AGREEMENT
BETWEEN THE CITY OF SOUTH PASADENA AND THE
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF SOUTH PASADENA**

WHEREAS, the Community Redevelopment Agency of the City of South Pasadena (Agency) was duly formed by the City Council of the City of South Pasadena (City) to implement the Redevelopment Plan for the Agency's Downtown Revitalization Project, in furtherance of the objectives of the Community Redevelopment Law of the State of California, Health and Safety Code Section 33000, et seq.; and

WHEREAS, Assembly Bill 1x 26, chaptered and effective on June 28, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484, chaptered and effective on June 27, 2012, and Senate Bill 107, effective on September 22, 2015 (together, the Dissolution Act); and

WHEREAS, as of February 1, 2012, the Agency was dissolved pursuant to the Dissolution Act and the City Council serves as the governing board of the Successor Agency to the Community Redevelopment Agency of the City of South Pasadena (Successor Agency); and

WHEREAS, Section 34179, *et seq.*, of the Dissolution Act establishes the Oversight Board to oversee decisions made by the Successor Agency; and

WHEREAS, the Successor Agency desires to fund projects of the City with use of bond proceeds, listed in Exhibit A, subject to approval by the Oversight Board and the California Department of Finance; and

WHEREAS, an agreement for use of the bond proceeds is required between the Successor Agency and the City and the agreement is required to be approved by both the Oversight Board and the California Department of Finance; and

WHEREAS, on June 15, 2016, the Successor Agency and the City held a joint meeting and approved the bond proceeds expenditure agreement, subject to approval by both the Oversight Board and the California Department of Finance; and

WHEREAS, the City is willing to undertake the development responsibility and use the bond proceeds in a manner consistent with the bond covenants set forth in the Downtown Revitalization Redevelopment Project No. 1 Tax Allocation Bonds, Series 2000, including the Official Statement.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The Successor Agency hereby approves the Bond Proceeds Expenditure Agreement to fund \$902,000 for projects of the City, as Exhibit "B."

SECTION 2. The Executive Director of the Successor Agency is directed to expeditiously seek Oversight Board approval of Bond Proceeds Expenditure Agreement.

SECTION 3. The Executive Director of the Successor Agency is authorized to make any insignificant changes or changes requested by the California Department of Finance related to the Oversight Board action, subject to the review and recommendation of the Oversight Board legal counsel.

SECTION 4. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 15th day of June, 2016.

Diana Mahmud, Agency Chair

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, Agency Secretary
(seal)

Teresa L. Highsmith, Agency Counsel

I HEREBY CERTIFY the foregoing resolution was duly adopted by the Successor Agency to the Community Redevelopment Agency of the City of South Pasadena, California, at a regular meeting held on the 15th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, Agency Secretary
(seal)

EXHIBIT "A"

**Bond Spending Plan For Funds Remaining in
Downtown Revitalization Redevelopment Project No. 1
Tax Allocation Bonds, Series 2000**

<u>Project Name</u>	<u>Amount Available</u>
1. Affordable Rental Housing Development Within Downtown Revitalization Area	\$463,104
2. Public Parking Within Downtown Revitalization Area	\$438,332

EXHIBIT "B"

**BOND PROCEEDS EXPENDITURE
AGREEMENT**

This BOND PROCEEDS EXPENDITURE AGREEMENT ("Agreement") is entered into as of _____, 2016 by and between the CITY OF SOUTH PASADENA, a California municipal corporation ("City"), and the SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SOUTH PASADENA, a public body, corporate and politic ("Successor Agency").

Recitals

A. The City is a municipal corporation organized and operating under the laws of the State of California.

B. The Successor Agency is a public body, corporate and politic, organized and operating under Part 1.85 of Division 24 of the Dissolution Act (as defined in Recital D below).

C. The Community Redevelopment Agency of the City of South Pasadena ("former Agency") previously was a California public body, corporate and politic, duly formed by the City Council of the City of South Pasadena ("City Council") and was organized, existed and exercised the powers of a community redevelopment agency under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*

D. Assembly Bill x 1 26 ("AB x 1 26"), effective on June 28, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code and which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 ("*Matosantos Decision*"), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies. Thereafter, such laws were amended further by Assembly Bill 1484 ("AB 1484") that was effective on June 27, 2012, and further amended by SB 107, which was effective September 22, 2015 (together AB x 1 26, the *Matosantos Decision*, AB 1484 and SB 107 are referred to as the "Dissolution Act"). All statutory references herein are to the Dissolution Act unless otherwise stated.

E. As of February 1, 2012, the former Agency became a dissolved community redevelopment agency pursuant to the Dissolution Act.

F. As of and on and after February 1, 2012, the Successor Agency is performing its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the former Agency and is engaged in activities necessary and appropriate to wind down the affairs of the former Agency, all subject to the review and approval by a seven-member "Oversight Board" formed thereunder.

G. Section 34191.4(c) of the Dissolution Act allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for the purposes for which the bonds were sold; provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants; and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the Successor Agency's Recognized Obligation Payment Schedule ("ROPS").

H. The California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) provides for a cooperative relationship between cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies. Under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes. Health and Safety Code Section 34178(a) allows a successor agency and its sponsoring city to enter into agreements, subject to Oversight Board approval pursuant to Health and Safety Code Section 34180(h).

I. The Successor Agency has and will have proceeds of its Downtown Revitalization Redevelopment Project No. 1 Tax Allocation Bonds, Series 2000 that are not otherwise obligated for a project or other enforceable obligation ("Excess Bond Proceeds").

J. The Successor Agency desires to transfer its Excess Bond Proceeds to the City to enable the City to use such Excess Bond Proceeds in a manner consistent with the original bond covenants and to undertake projects and programs that were not previously funded and obligated by the former Agency or the City. The City, subject to the receipt of the funds, will adopt a spending plan for using such Excess Bond Proceeds ("Bond Spending Plan") to advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. The City Council and Successor Agency Board have found that the use of Excess Bond Proceeds is in accordance with the Bond Spending Plan to fund projects that involve City-owned public streets, facilities, structures, or other improvements is in accordance with Health and Safety Code Section 34191.4(c) and other applicable laws. The Oversight Board has determined that the expenditure of Excess Bond Proceeds in accordance with this Agreement will benefit the affected taxing entities, and has approved the execution of this Agreement and the transfer of Excess Bond Proceeds to the City for the purposes described herein.

K. In order to facilitate the use of Excess Bond Proceeds consistent with all applicable bond covenants, the Successor Agency and the City have negotiated this Agreement requiring the transfer of Excess Bond Proceeds by the Successor Agency to the City, and the City's use of such proceeds consistent with all applicable bond covenants. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c)(2)(A) to be paid from Excess Bond Proceeds. With Oversight Board approval, the Redevelopment Agency has listed this Agreement, and the requirement to transfer excess bond proceeds herein, on its revised ROPS for **July 1, 2016 through June 30, 2017** as an obligation to be funded with Excess Bond Proceeds.

NO W, THEREFORE, the parties hereto do mutually agree as follows:

1. **Recitals.** The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

2. **Successor Agency Obligations.** The Redevelopment Agency shall have the following obligations under this Agreement:

21 Current Excess Bond Proceeds. The Successor Agency shall transfer to the City, no later than **December 31, 2016**, Excess Bond Proceeds that will be held by the Successor Agency in an amount not to exceed **Nine Hundred Two Thousand dollars (\$902,000)**.

Projects Funded By Excess Bond Proceeds. The Successor Agency assigns to the City all responsibilities in relation to the administration of any projects or programs funded by Excess Bond Proceeds.

3. City Obligations. The City shall have the following obligations under this Agreement:

31 Excess Bond Proceeds. The City shall accept, hold, and disburse Excess Bond Proceeds transferred to the City by the Successor Agency under this Agreement. The City shall retain any Excess Bond Proceeds that it receives, and shall use such funds for uses consistent with applicable bond covenants.

The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity authorized under the Bond Spending Plan. Notwithstanding anything to the contrary in this Agreement or the Bond Spending Plan, the City shall spend Excess Bond Proceeds consistent with the original bond covenants applicable to the particular Excess Bond Proceeds. Specifically, City intends to spend the Excess Bond Proceeds on development of affordable housing projects, including senior housing; infrastructure and capital improvements which will benefit the former Agency Downtown Revitalization Project Area to stimulate economic development. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with bond covenants and other applicable laws. The City may transfer funds between approved projects, programs and activities.

The City shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each project commenced by the City pursuant to this Agreement and the Bond Spending Plan.

32 Bond Spending Plan. The City shall be solely responsible for maintaining and implementing the Bond Spending Plan. The City may amend the Bond Spending Plan as the City deems necessary in its sole discretion. Any amendments to the adopted Bond Spending Plan will consider uses that advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. Notwithstanding any contrary provision hereof, unless the City expressly agrees otherwise, the City shall not be obligated to provide funding for any program or project in an amount exceeding the Excess Bond Proceeds provided to the City pursuant to this Agreement.

4. Entire Agreement; Waivers; and Amendments

41 This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

42 This Agreement is intended solely for the benefit of the City and the Successor Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Successor Agency, there shall be no third party beneficiaries under this Agreement.

43 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

5. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

6. **Default.** If either party fails to adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

7. **Binding on Successors.** This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

8. **Further Assurances.** Each party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

[SIGNATURES ON NEXT PAGE]

In witness whereof, the undersigned parties have executed this Bond Proceeds Expenditure Agreement as of the date first above written.

“CITY”

CITY OF SOUTH PASADENA
a municipal corporation

By: _____
Diana Mahmud, Mayor

ATTEST:

By: _____
Evelyn Zneimer, City Clerk

**CITY OF SOUTHPASADENA
SUCCESSOR AGENCY TO THE
COMMUNITY
REDEVELOPMENT AGENCY
OF THE CITY OF SOUTH
PASADENA**

By: _____

ATTEST:

By: _____

EXHIBIT "A"

Bond Spending Plan For Funds Remaining in Downtown Revitalization Redevelopment Project No. 1 Tax Allocation Bonds, Series 2000

<u>Project Name</u>	<u>Amount Available</u>
1. Affordable Rental Housing Development Within Downtown Revitalization Area	\$463,104
2. Public Parking Within Downtown Revitalization Area	\$438,332

City of South Pasadena Agenda Report

*Diana Mahmud, Mayor
Michael A. Cacciotti, Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016
TO: Honorable Mayor and City Council
FROM: Sergio Gonzalez, City Manager 
SUBJECT: **Approval of a Letter of Opposition Regarding the Governor's By Right Housing Proposal**

Recommendation

It is recommended that the City Council authorize a Letter of Opposition regarding the Governor's By Right Housing Proposal

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The Governor's May revised budget proposed to reduce perceived additional costs and delays associated with the approval of housing developments containing specified percentages of affordable housing by eliminating public input and project level environmental analysis, restricting design review, and making approvals non-discretionary or "ministerial." In brief, the proposal allows developers to get their projects approved by city staff in an expedited timeframe based on whatever general plan and "objective" zoning criteria are in effect, and even authorizes staff to approve zoning changes, zoning variances and conditional use permits without public review.

Analysis

The Governor's By Right Housing Proposal pre-empts local discretionary land use approvals of specified housing developments by having all such approvals be considered "ministerial" actions, meaning eliminating opportunities for public review, project-level environmental review and restricting design review.

The League of California Cities (League) voiced significant concerns over the proposal. Local governments are already required to approve housing if the project is consistent with the general plan and zoning ordinance. Removing opportunities for public input undermined transparency and public trust in the actions of local government, and could inspire residents to pursue local ballot measures in response.

Approval of a Letter of Opposition regarding the Governor's By Right Housing Proposal
June 15, 2016
Page 2 of 2

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Letter of Opposition
2. By Right Housing Proposed Trail Bill Summary

ATTACHMENT 1
Letter of Opposition



CITY OF SOUTH PASADENA

OFFICE OF THE CITY COUNCIL
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 • FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

June 15, 2016

Honorable Assembly Member Adrin Nazarian
Chair, Assembly Budget Subcommittee #4
State Capitol, Room 6026
Sacramento, CA 95814
Fax: 916-319-2199

Honorable Senator Richard Roth,
Chair, Senate Budget Subcommittee #4
State Capitol, Room 5019
Sacramento, CA 95814
Fax: 916-323-8386

Re: Governor's Proposal for By Right Approval for Affordable Housing – Notice of Opposition

Dear Honorable Chairs Nazarian and Roth:

The City of South Pasadena opposes the recently released proposal by the Governor to pre-empt local discretionary land use approvals of specified housing developments by having all such approvals be considered “ministerial” actions, meaning eliminating opportunities for public review, project-level environmental review and restricting design review.

We believe that such fundamental policy changes should not be rushed through as a budget proposal, but merit extensive review by the appropriate policy committees in a deliberative fashion.

Eliminating opportunities for public review of these major development projects goes against the principles of local democracy and public engagement. While it may be frustrating for some developers to hear concerns about traffic, parking and other development impacts, those affected by such projects have a right to be heard. Not having such outlets will increase public distrust in government.

Avoiding or restricting design review is also short-sighted. Community acceptance can be improved through good design that enables a new structure to match a community character.

While a majority of the projects that come through the city are single family additions/remodels, in the past year or so, two multi-family projects were reviewed by the Planning Commission that resulted in significant changes to the design and improved the projects based on both public input and analysis by the Commission. The first project was a three unit condominium proposed on a flat lot at 1413 Lyndon St. The original proposal included two attached units in the front and a stand-alone unit at the rear of the property. Following a series of three public hearing, and concern brought forth by both neighbors and Commissioners related to compatibility, the project that was finally approved included a significant

change in the design by flipping the units so the single unit was located at the front, and the two attached units at the rear, and additional planters were included in the front. The second project was a duplex proposed on a hillside lot located at 223 Cedar Crest Ave, where over a period of four months, the project design was revised to address the concerns of the public; as a result, the height, massing and size of the final project that was approved by the Planning Commission were visibly reduced. However, it should be noted that these design goals were achieved without reducing the original density of the projects.

The City of South Pasadena is a built-out community with very little vacant land. New multifamily proposals are entirely infill, and many of these projects are in or adjacent to areas with significant historic resources, or within a historic district. Community engagement and the public design review process are essential to maintaining the character of the community and ensuring community acceptance of new projects. Given the City's long history of active public engagement in quality of life issues, the Governor's proposal will further erode local government's ability to be responsive to community concerns, antagonize the community, and create a profound backlash against the very public policy objectives the Governor seeks to achieve. A constructive partnership with cities is essential if the State of California is to move forward with addressing the critical issues we face, including the provision of adequate affordable housing to support our families and foster economic growth.

The City's Housing Element was certified by the State Department of Housing and Community Development in 2014. As part of achieving this certification, the City approved several amendments to the Zoning Code that already streamlines the process for affordable housing projects that reduce the time and cost of reviewing these projects, but without sacrificing discretionary design review to ensure compatibility with the community's urban form and context. The Governor's proposal, however, will require the City to assess the sufficiency of existing zoning standards to determine if they are sufficient to be used as part of a by-right review of projects.

There are 482 cities in the State of California. These cities range from large metropolitan areas like Los Angeles to rural communities. They are as different as night and day, with different General Plans and Zoning Codes that reflect the uniqueness of each community. Development review process reflects these differences and range from very complex to very simple. Yet, the Governor's proposal suggests that all discretionary review processes in each community contributes equally to the State's shortage of affordable housing. There is no empirical evidence to support that notion.

This proposal is disappointing from our Governor. He has taken our state backwards on affordable housing by eliminating redevelopment and stripping local governments and the state of the few resources available to build these units, and is now seeking to avoid a discussion of how to replace these lost funds by undermining public input, environmental and design review.

On behalf of the residents we represent who deserve a voice in the future shape of their communities; the City of South Pasadena respectfully states our opposition to this measure.

Sincerely,

Diana Mahmud
Mayor

Michael A. Cacciotti
Mayor Pro Tem

Robert S. Joe
Councilmember

Marina Khubesrian, M.D.
Councilmember

Richard D. Schneider, M.D.
Councilmember

This page intentionally left blank.

ATTACHMENT 2
By Right Housing
Proposal Summary

june 1, 2016

**“By Right” Housing Approvals
Proposed Trailer Bill¹
June 1, 2016**

The Department of Finance released an updated version of the Governor’s “by right” housing proposal.

http://www.dof.ca.gov/budgeting/trailer_bill_language/local_government/documents/707_StreamliningAffordableHousingApprovalswithTechnicalModifications.pdf

While some minor issues have been clarified, other *new* issues of concern have been added.

Basic Framework: The Governor’s proposal for streamlining affordable housing approvals requires cities and counties to approve:

- A certain type of housing project with modest levels of affordable units
- As a permitted “use by right”
- With no public input;
- With limited ministerial review; and
- No CEQA compliance

Major Changes:

- HCD has been given broad and unprecedented authority authorized to determine where “affordable housing” should *not* be located. This provision authorizes (but does not require) HCD to adopt regulations pursuant to the Administrative Procedures Act that would determine what areas are “inappropriate for affordable housing development” according to “objective criteria,” including areas severely lacking in access to public transit, accessibility to employment or educational opportunities, and residentially supportive retail and service amenities. Unless and until HCD adopts regulations, this section of the proposal doesn’t prohibit housing on any particular site. Housing qualifies as a “permitted use” in an HCD-identified area if the project incorporates “approved remediation measures.” CEQA does not apply to the adoption of the regulations.
- States legislative intent that the provisions “advance,” laws prohibiting discrimination, implementing state planning priorities, attaining the state housing goal, fair housing choice, AB 32 climate change, and compliance with “non-discretionary” local inclusionary zoning ordinances.
- Instead of requiring developments to comply with “objective general plan and zoning standards,” as in the prior draft, this version seems to narrow the language by defining “objective planning standards” to be land use and building intensity designation applicable to the site under the general plan and zoning code, land use and density and other objective zoning standards, and any setback or objective design review standards.”
- Adds a definition of “approved remediation measures” but only applies it to developments on prime farmland, flood plains, wetlands, hazardous waste sites,

¹ Based on most recent Department of Finance draft.

June 1, 2016

earthquake faults, and areas identified by HCD as inappropriate for affordable housing.

- Responding to concerns expressed with the prior draft, developers are required to replace any existing affordable housing on a site at equal or greater levels and must pay relocation assistance to those displaced.
- Clarifies the Subdivision Map Act must be complied with.
- Deletes language from prior version that implied zoning amendments and conditional use permits could be made by staffers as ministerial decisions.

What types of housing projects are included?

Newly constructed structure containing two or more dwelling units in a project that is entirely residential or part of a mixed-use development that comply with the criteria summarized in the next question. The proposal does not apply to the construction of a second unit or the conversion of an existing structure to condominiums. [NOTE: The proposal is not clear. A cross reference to another definition in the law, raises concerns that the law could also apply to a single-family housing development, mixed use or transitional or supportive housing.]

What restrictions are placed on the location of these housing projects?

1. Urban site: Located on a site that is either immediately adjacent to parcels that are developed with urban uses or for which at least 75% of the perimeter of the site adjoins parcels that are developed with urban uses. The revised version adds “or is bounded by a natural body of water,” which presumably is intended to pick up sites bordering the ocean, lakes and rivers.
2. Prohibited sites: A Project cannot be located on the following sites unless the development incorporates “**approved remediation measures**.” (A) Prime farmland or farmland of statewide importance; (B) Wetlands; (C) Within a very high fire hazard severity zone; (D) Hazardous Waste site; (E) Within a delineated earthquake fault zone; (F) Flood plain; (G) Floodway; (H) Within an area “determined to be inappropriate for affordable housing development” by the Department of Housing and Community Development based upon “objective criteria” such as lacking in access to public transit, accessibility to employment or educational opportunities, and residentially supportive retail and service amenities.
3. Replacing existing affordable housing: Unless development replaces units at a level of affordability equal to or greater than the level of a previous affordability restriction, the development may not be on any property that is (A) a parcel on which rental dwelling units are, or have been within past 5 years, subject to a recorded covenant that restricts rents to levels affordable to persons and families of lower or very low income; (B) subject to any other form of rent or price control; or (C) occupied by lower or very low income households.

What is a permitted “use by right?”

june 1, 2016

This means that a city may not require a conditional use permit, planned unit development permit, or other discretionary review or approval that would constitute a “project” for purposes of CEQA. [NOTE: This means that approval of a housing project covered by the proposal is not subject to any environmental evaluation under CEQA.]

What is the approval process for a housing project that qualifies for permitted “use by right” review?

Within 30 days of receiving an application, the public official must either approve the development or explain why it is inconsistent with objective planning standards. If the public official fails to respond within 30 days or fails to provide an explanation, project is deemed to be consistent with general plan and zoning standards.

What else is included in the proposal?

- Declaration that the proposal applies to charter cities
- Declaration that it overrides anything to the contrary in the existing law.
- CEQA does not apply to a local government’s award of financial assistance to any development that qualifies as a permitted use by right under the proposal.

What criteria must a housing project comply with to qualify for permitted “use by right” review?

A housing project must comply each of the following requirements:

- **Objective planning standards:** Consistent with the following objective planning standards: land use and building intensity designation applicable to the site under the general plan and zoning, or other objective zoning standards, and any setback or objective design review standards in effect at the time the application is submitted
- **Affordability (TPA):** For developments within a *transit priority area*², subject to a restriction lasting 30 years requiring at least 10% of the units be affordable to lower income households or at least 5% of the units to be affordable to very low income households.
- **Affordability (non-TPA):** For developments outside a transit priority area, subject to a restriction lasting 30 years requiring at least 20% of the units to be affordable to households whose income is 80% or less of area median gross income.
- **Approved remediation measures:** A project is not entitled to use by right if it is located on certain sites (e.g. prime farmland, hazardous waste site, etc.) unless the developer complies with “approved remediation measures.” These are measures included in a certified environmental impact report to mitigate the impact of

² A transit priority area is an area within ½ mile of a major transit stop that is existing or planned provided the planned stop is scheduled to be completed within the planning horizon included in the Transportation Improvement Program adopted pursuant to Section 450.216 or 450.322 of Title 23 of the Code of Federal Regulations. This is the same definition as is found in PRC 21099..

June 1, 2016

residential development in the location proposed by the project; or uniformly applied development policies or standards that have been adopted to mitigate the impact of residential development in that location.

Comments and Concerns

Unprecedented role for HCD in local land use planning

The proposal authorizes HCD to inject itself directly into local land use authority by adopt regulations that determine areas that are inappropriate for affordable housing development because they lack access to public transit, accessibility to employment or educational opportunities, and residentially supportive retail and service amenities. The term “affordable housing development” is not defined in this measure potentially empowering HCD with even broader authority. A development proposed in an area identified as “inappropriate” will not qualify for “permitted use by right” unless the development incorporates “approved remediation measures.”

No public review

The hallmark of local government land use decisions has been the public hearing. A public hearing (1) allows interested members of the community to inform the decision-makers of their support or opposition to the project; and (2) guarantees that property rights will not be impacted without the “due process of law.”

Excluding the elected decision makers

The proposal excludes the elected city council and board of supervisors from land use decisions. These public officials are elected to represent their constituents and to be available and responsive. The proposal asks appointed staff, who are not directly accountable to local voters, to make the policy decisions: this is the arena reserved for elected officials.

Local governments are already required to approve housing but with public hearings and CEQA review

- Housing Accountability Act (20% lower income; 100% moderate income or middle income; emergency shelter) (Gov. 65589.5)

Must approve a housing project that is consistent with general plan and zoning ordinance unless (1) specific adverse impact on public health or safety; (2) housing is not needed; (3) denial required to comply with state or federal law; (4) project is on land zoned for agriculture or resource preservation.

- “No net loss” (Gov. 65863)

May not reduce the residential density for any parcel unless remaining sites identified in housing element are adequate to accommodate RHNA

June 1, 2016

- Density bonus (Gov. 65915)

Must award density bonus and other concessions and incentives when development includes 10% lower income, 5% very low income, senior citizen, or 10% for moderate income in common interest development

- Least cost zoning (Gov. 65913.1)

Must zone sufficient land for residential use with appropriate standards to meet housing needs for all income categories identified in housing element. When land is zoned, then Housing Accountability Act requires approval.

- Second units (Gov. 65852.2)

Must approve second unit with ministerial review. City may not adopt ordinance that totally precludes second units in residential zones unless specific adverse impacts on public health, safety, and welfare.

- Ministerial approval of multifamily housing (Gov. 65589.4)

Must approve as a permitted use multifamily housing structure located on an infill site that is consistent with general plan and zoning ordinance in which at least 10% of the units are affordable to very low income households; or at least 20% available to lower incomes; or 50% affordable to moderate income households.

No project specific CEQA review

The proposal requires ministerial review of a housing project if it is consistent with "objective general plan and zoning standards." CEQA review that is required for both the general plan and zoning ordinance does not extend to the project level. CEQA review that is required for both the general plan and zoning ordinance may have occurred many years before the development application is submitted. Cities and counties will not be able to determine whether site-specific conditions or changed circumstances and new information require environmental mitigation. If for some reason a previous environmental document was helpful in evaluating the project, the bill does not allow a city to impose conditions to require compliance with previously-adopted mitigation measures.

What are "objective zoning standards"?

To be a "permitted use by right," a development must comply with the location requirements, the affordability requirements, and must be consistent with the following objective planning standards: land use and building intensity, land use and density or other objective zoning standards, and any setback or objective design review standards. Although the second draft of the proposal includes building intensity and density as examples of "objective zoning standards," it does not otherwise shed light on the meaning of "objective zoning standards." With the repeated use of the term "objective," litigation is likely to occur over its purported meaning.

Affordable housing will not remain affordable

June 1, 2016

A housing development must be “required by law to record” a land-use restriction based on (1) a condition of award of funds or financing from a public agency; (2) as a condition of the award of tax credits; (3) as might be required by contract entered into with a public agency. In other words, if a developer does not receive funding for the affordable housing, the housing will not remain affordable.

Breadth of the proposal

The proposal states that it applies “notwithstanding anything to the contrary contained in the law.” It is not possible to accurately evaluate the impact of this statement because of its breadth.

This page intentionally left blank.