



REVISED¹
CITY COUNCIL CLOSED SESSION
REGULAR MEETING AGENDA

**South Pasadena City Council / Redevelopment Successor Agency /
Public Financing Authority / Housing Authority**
City Manager's Conference Room, Second Floor, 1414 Mission Street
Wednesday, July 2, 2014, at 6:30 p.m.

City Council

Marina Khubesrian, M.D., Mayor / Agency Chair / Authority Chair
Robert S. Joe, Mayor Pro Tem / Agency Vice Chair / Authority Vice Chair

Councilmembers / Agency Members / Authority Members
Michael A. Cacciotti; Diana Mahmud; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager / Agency Executive Director / Authority Executive Director
Evelyn G. Zneimer, City Clerk / Agency Secretary / Authority Secretary
Yvette Hall, Chief Deputy City Clerk / Chief Deputy Agency Secretary / Chief Deputy Authority Secretary
Richard L. Adams II, City Attorney / Agency Counsel / Authority Counsel

*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.*

Closed Session Agenda	Description
1. Roll Call	Mayor Khubesrian, Councilmembers Cacciotti, Joe, Mahmud, Schneider
2. Public Comments	Public comments on Closed Session items only
3. <i>Closed Session Personnel Item</i>	<i>Pursuant to Government Code Section 54957</i> <i>Public Employee Appointment</i> <i>Title: City Attorney</i>
4. Conference with Real Property Negotiators	Pursuant to Government Code Section 54956.8 Property: 1503-1507 El Centro Street (APN 5315-003-903 & 5315-003-904); and Southwest corner of El Centro Street and Edison Lane (APN 5315-003-902) Authority Negotiators: City Manager Sergio Gonzalez and City Attorney Richard L. Adams II Negotiating Parties: Stephen Godwin and Sally Smythe Under Negotiation: Price and Terms of Lease

¹ Added Closed Session Agenda Item No. 3 (Public Employee Appointment, Title: City Attorney)

5. Conference with Legal Counsel— Pending Litigation	Pursuant to Government Code Section 54956.9 (d)(1) Name of case: City of South Pasadena et al v. Federal Highway Administration: CA Department of Transportation et al. [United States District Court CV 98-6996]
6. Labor Negotiations	Pursuant to Government Code Section 54957.6 Conference with Labor Negotiators regarding labor negotiations with the Unrepresented Employee: City Manager City negotiator: City Attorney Richard L. Adams II



Accommodations

Meeting facilities are accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 403-7230. Hearing assistive devices are available in the Council Chambers. Notification at least 72 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 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 the City Hall at 1414 Mission Street, South Pasadena, CA 91030, as required by law.

06/27/2014
 Date

Desiree Jimenez
 Desiree Jimenez, Deputy City Clerk



CITY COUNCIL REGULAR MEETING AGENDA

**South Pasadena City Council / Redevelopment Successor Agency /
Public Financing Authority / Housing Authority
Amedee O. "Dick" Richards, Jr., Council Chambers, 1424 Mission Street
Wednesday, July 2, 2014, at 7:30 p.m.**

City Council

Marina Khubesrian, M.D., Mayor / Agency Chair / Authority Chair
Robert S. Joe, Mayor Pro Tem / Agency Vice Chair / Authority Vice Chair

Councilmembers / Agency Members / Authority Members
Michael A. Cacciotti; Diana Mahmud; Richard D. Schneider, M.D.

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Richard L. Adams II, City Attorney / Agency Counsel / Authority Counsel

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Time allotted per speaker: 3 minutes.
No agenda item may be taken after 11:00 p.m.*

Presentations and Announcements

Roll call, Invocation* (Councilmember Mahmud)

Pledge of Allegiance Jason Wang, and Clement Witherall, Valedictorians, South Pasadena High School

**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.*

1. Closed Session announcements — a Closed Session agenda has been posted separately
2. Presentation of a Certificate of Recognition to Hope Perello for being named as the Empowerment Award Recipient for the 2014 Women Mean Business Awards
3. Councilmembers' comments (3 minutes each)
4. City Manager communications
5. Reordering of and Additions to the Agenda

Opportunity to Comment on Consent Calendar

In order to address the Council, please complete a Public Comment Card. Time allotted per speaker: 3 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. Approval of the minutes of the regular City Council meeting of June 18, 2014, the special City Council meeting of June 24, 2014 , and the special City Council meeting of June 25, 2014
7. Approval of prepaid warrants in the amount of \$1,685,093.32 and payroll in the amount of \$409,571.50
8. Request to co-sponsor and waive associated City fees for the Moon Festival on September 13, 2014
9. Request to co-sponsor and waive associated City fees for the Vecinos y Amigos Career and Art Fair on September 14, 2014
10. Approval of a fee reduction request for the use of the Orange Grove Recreation Center by "The Place" Teen Center
11. Rejection of all bids for 2014 MV-1 CNG Passenger Vehicle
12. Authorization to amend contract with Dudek for engineering design services for the Citywide Sewer Lining and Rehabilitation Project

Public Comments and Suggestions

Time reserved for those in the audience who wish to address the City Council. The audience should be aware that the Council may not discuss details or vote on non-agenda items. Your concerns may be referred to staff or placed on a future agenda. Please note: Public input will also be taken during all agenda items. In order to address the Council, please complete a Public Comment Card. Time allotted per speaker: 3 minutes

Public Hearing

13. Adoption of a resolution confirming an annual levy and collection of assessments for the Lighting and Landscaping Maintenance District (LLMD) for FY 2014-15

Action/Discussion

14. Consideration to adopt water and sewer capacity charges, and consideration to serve properties outside City limits
15. Adoption of a resolution establishing a list of protected native trees, adding drought tolerant trees and rescinding Resolution No. 6509
16. Authorize the City Manager to execute four professional services agreements on behalf of the "5-Cities Alliance" for consulting services for the SR-710 North Study and allocate an additional \$5,000 for individual in-person meetings with City Council and staff

Adjournment

FUTURE CITY COUNCIL MEETINGS (OPEN SESSION)

Wednesday, July 16, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, August 6, 2014	CANCELED		
Wednesday, August 20, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.

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

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

- South Pasadena Public Library, 1100 Oxley Street;
- City Clerk's Office, 1414 Mission Street; and on the
- web at: www.southpasadenaca.gov/citycouncilmeetings

Individuals can be placed on an email notification list to receive forthcoming agendas by calling the City Clerk's Office 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 72 hours prior to that meeting are available for public inspection at the City Clerk's Office, 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 "Counter Copy" of the agenda packet kept in the Amedee O. "Dick" Richards, Jr., Council Chambers at 1424 Mission Street. Documents distributed during the meeting will be available following the meeting at the City Clerk's Office. 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 and are replayed for at least 24 hours following the meeting. Meetings are also streamed live via the Internet from the City website at www.southpasadenaca.gov. Six months of archived meetings, indexed by agenda item, are also available. A DVD of regularly scheduled meetings is available for checkout at the South Pasadena Public Library. DVD and audio CD copies of meetings can be purchased from the City Clerk's Office.

Accommodations

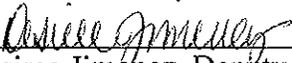


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I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, as required by law.

06/26/2014

Date


Desiree Jimenez, Deputy City Clerk

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CITY OF SOUTH PASADENA

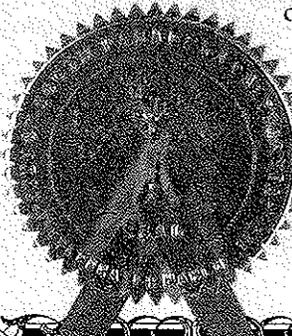
CERTIFICATE OF RECOGNITION



Hope Perello

2014 Women Mean Business Award Recipient

In recognition of being named as the Empowerment Award Recipient for the 2014 Women Mean Business Award, which honors local women whose endeavors and contributions have enhanced the economic vitality, diversity, and quality of life in the 25th Senate District



Dated this 2nd day of July, 2014

Marina Khubesrian, M.D., Mayor



Evelyn G. Zneimer, City Clerk

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY
PUBLIC FINANCING AUTHORITY/HOUSING AUTHORITY
OF THE CITY OF SOUTH PASADENA CONVENED
THIS 18TH DAY OF JUNE 2014, AT 7:30 P.M.
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
1424 MISSION STREET**

ROLL CALL

Mayor Khubesrian convened the Regular Meeting of the South Pasadena City Council/Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority)/Housing Authority (Authority) at 7:40 p.m.

Chief Deputy City Clerk Hall called the roll. Present were City Councilmembers/Agency/Authority Members Cacciotti, Mahmud, and Schneider; and Mayor Pro Tem/Agency/Authority Vice Chair Joe and Mayor/Agency/Authority Chair Khubesrian.

Absent: None.

Other Officials and Staff present: City Manager/Agency/Authority Executive Director Gonzalez; Assistant City Attorney/Agency/Authority Counsel Hall Barlow; Assistant City Manager Straus; Police Chief Miller; Deputy Fire Chief Riddle; Finance Director Batt; Public Works Director Toor; Planning and Building Director Watkins; Community Services Director Pautsch; City Librarian Fjeldsted; Assistant Finance Director Lieu, Senior Center Supervisor Torres, Principal Management Analyst Lin, and Chief Deputy City Clerk Hall.

INVOCATION

Councilmember Cacciotti presented the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Cacciotti led the Pledge of Allegiance.

1. CLOSED SESSION ANNOUNCEMENTS

Assistant City Attorney Hall Barlow reported that at approximately 6:35 p.m., Mayor Khubesian called to order the Closed Session Meeting of the City Council of June 18, 2014. She stated all Councilmembers were present. Councilmember Cacciotti arrived at 6:48 p.m. Assistant City Attorney Hall Barlow indicated there was no one from the public wishing to speak on the Closed Session agenda items. The following items, as listed on the Closed Session Agenda, were discussed: 3) 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; 4) Conference with Real Property Negotiators, Pursuant to Government Code Section 54956.8, Property: Northeast corner of El Centro Street and Mound Avenue (APN 5315-003-901), Agency Negotiators: Assistant City Manager Hilary Straus and Assistant City Attorney Kimberly Hall Barlow and Ken Hira, Economic Consultant; Negotiating Parties: Jonathan Genton, Genton Property Group; Under Negotiation: Price and Terms of Payment; 5) Conference with Real Property Negotiators, Pursuant to Government Code Section 54956.8, Property: 1503-1507 El Centro Street (APN 5315-003-903 & 5315-003-904); and Southwest corner of El Centro Street and Edison Lane (APN 5315-003-902), Authority Negotiators: Assistant City Manager Hilary Straus and Assistant City Attorney Kimberly Hall Barlow and Ken Hira, Economic Consultant; Negotiating Parties: Jonathan Genton, Genton Property Group; Under Negotiation: Price and Terms of Payment; and 6) Labor Negotiations, Pursuant to Government Code Section 54957.6, Conference with Labor Negotiators regarding labor negotiations with the following Employee organizations: Firefighters' Association (FFA); Police Officers' Association (POA); Public Service Employees' Association (PSEA); PSEA-Part Time Unit; Unrepresented Employees: City Manager; Management Employees; City negotiators: City Manager Sergio Gonzalez, Assistant City Manager Hilary Straus, Finance Director David Batt, Assistant Finance Director Pearl Lieu, Kimberly Hall Barlow, Assistant City Attorney, and Legal Counsel Adrianna Guzman. Assistant City Attorney Hall Barlow announced that the City Council authorized the defense of contract inspectors in regard to Closed Session Agenda Item No. 3. She announced there was no reportable action regarding Closed Session Agenda Item Nos. 4, 5, and 6.

2. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO THE SOUTH PASADENA HIGH SCHOOL BOYS VOLLEYBALL TEAM FOR BEING NAMED AS THE 2014 CIF SOUTHERN SECTION DIVISION III CHAMPIONS

The South Pasadena High School Boys Volleyball Team was unable to attend. The Certificate of Recognition will be mailed to the team.

3. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO BEVERLY PASSON FOR BEING NAMED AS THE 2014 OLDER AMERICAN OF THE YEAR IN THE CITY OF SOUTH PASADENA

Mayor Khubesrian presented a Certificate of Recognition to Beverly Passon for being named as the 2014 Older American of the Year in the City of South Pasadena.

4. PRESENTATION OF A CERTIFICATE OF APPRECIATION TO CLAUDE GONZALES, SOUTH PASADENA RESERVE POLICE CORPORAL FOR MORE THAN 27 YEARS OF SERVICE TO THE SOUTH PASADENA COMMUNITY

Mayor Khubesrian presented a Certificate of Appreciation to Claude Gonzales, South Pasadena Reserve Police Corporal, for more than 27 years of service to the City of South Pasadena (City) community. Police Chief Miller presented a plaque and badge to Reserve Police Corporal Gonzales. Police Chief Miller introduced Retired Police Sergeant and Supervisor of Reserve Police Officers Joe Lunan, who presented Reserve Police Corporal Gonzales with a plaque.

5. COUNCILMEMBERS' COMMENTS (3 MINUTES EACH)

Mayor Khubesrian announced the passing of Ruby Wood, former South Pasadena City Clerk, who served as the City Clerk for 16 years. Mayor Khubesrian announced the passing of South Pasadena Residents Ryan Cruz Saldana, age 4, and Noah Langholz, age 21, whose names would be placed in the City's Children's Memorial and Healing Garden. Mayor Pro Tem Joe requested to adjourn this evening's meeting in memory of Ryan Cruz Saldana and Noah Langholz. Mayor Khubesrian requested the following items: 1) Update on the Rialto Theatre; 2) Agendize the Slater case, seconded by Councilmember Cacciotti; and 3) Recognition of Lissa Reynolds and Hope Perello, at a future City Council meeting, for being named by Senator Carol Liu as recipients of the 2014 Women Mean Business Awards, seconded by Councilmember Cacciotti. Mayor Khubesrian reported on the successful "Not One More" Postcard and Art Installation event and that 1,000 postcards were received. In response to Mayor Khubesrian's inquiry, Police Chief Miller provided an update on a future gun buy-back program.

Councilmember Mahmud attended the San Gabriel Valley Council of Governments' Transportation Committee Meeting in which she discovered comments were due for Metro's Short Range Transportation Plan (Plan). She indicated the Plan did not specifically include the SR-710 gap closure. She encouraged residents and surrounding communities to join members of the No 710 Coalition at the 4th of July Festival of Balloons Parade. She announced that parking fees will be charged at the Mission Meridian Village Parking Garage beginning July 1, 2014. Councilmember Mahmud thanked Police Chief Miller and staff from the City Manager's Office for creating online fillable forms.

Councilmember Schneider displayed a flyer announcing an author event "The City of Trees" with Matt Ritter (Author) being held on Saturday, June 21, 2014, at the South Pasadena Public Library (Library) Community Room at 4:00 p.m. He displayed Author Ritter's book *A Californian's Guide to the Trees Among Us*.

Councilmember Cacciotti requested the following items: 1) Explore possibility of wind or hydroelectric power at the Garfield Reservoir Project, seconded by Mayor Khubesrian; 2) Update on staff usage of alternative transportation program; 3) Staff research empty lot on Meridian Avenue for zoning and proposed plans for usage; and 4) Send letter to property owner regarding water waste near Ramona Avenue and Huntington Drive. He attended the South Pasadena Little League Challenger Division for children with autism. Councilmember Cacciotti announced the upcoming Public Safety Commission (PSC) and Freeway and Transportation Commission Meetings. Councilmember Cacciotti encouraged residents to attend the commissions' meetings. Councilmember Cacciotti thanked Police Chief Miller for participating in the annual Law Enforcement Torch Run.

Mayor Pro Tem Joe announced the 2014 Summer Concert Series being held at Garfield Park on the following Sundays: July 6, July 13, July 20, July 27, and August 3, 2014, and displayed a PowerPoint slide.

6. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez provided updates on the sale of the Rialto Theatre and Assembly Bill 1147 (Bonilla), the California Massage Therapy Act. Community Services Director Pautsch displayed a PowerPoint slide for the "South Pasadena Community Center Needs Survey" and encouraged the community to participate in the survey. City Manager Gonzalez announced the City's mass notification system "Connect South Pasadena" and displayed a PowerPoint slide.

Mayor Khubesrian announced the Community Autism Awareness Forum and Panel Discussion event being held on June 19, 2014, at 6:30 p.m., at the Library.

7. REORDERING OF AND ADDITIONS TO THE AGENDA

None.

CONSENT CALENDAR

Councilmember Mahmud requested that Item No. 15 be removed from the Consent Calendar for separate consideration. Mayor Pro Tem Joe and Councilmember Cacciotti requested that Item No. 14 be removed from the Consent Calendar for separate consideration.

MOTION: M/S Cacciotti/Joe to approve Consent Calendar Item Nos. 8, 9, 10, 11, 12, 13, 16, 17, 18, and 19; and including Prepaid Warrants #183635-183682 in the amount of \$594,576.14, General City Warrants #183683-183834 in the amount of \$481,498.07, and Payroll 06-06-14 in the amount of \$408,814.84 totaling \$1,484,889.05; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$7,672.22 (included in above total). By roll call vote, the motion passed unanimously. Absent: None.

The Consent Calendar consisted of the following items:

8. APPROVAL OF THE MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF JUNE 2, 2014 AND THE REGULAR CITY COUNCIL MEETING OF JUNE 4, 2014
9. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$594,576.14, GENERAL CITY WARRANTS IN THE AMOUNT OF \$481,498.07 AND PAYROLL IN THE AMOUNT OF \$408,814.84
10. MONTHLY INVESTMENT REPORTS FOR APRIL 2014
11. ADOPTION OF RESOLUTION NO. 7353 APPROVING THE ANNUAL AUDITOR'S REPORT AND AUTHORIZING THE COLLECTION OF THE LIBRARY SPECIAL TAX FOR FISCAL YEAR 2014-15
12. ADOPTION OF RESOLUTION NO. 7354 DETERMINING AND ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2014-15 IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION
13. ADOPTION OF RESOLUTION NO. 7355 IN SUPPORT OF A FOOD WASTE PREVENTION AND RECOVERY EFFORTS IN THE CITY OF SOUTH PASADENA
16. ACCEPTANCE OF PROJECT COMPLETION AND AUTHORIZATION TO FILE A NOTICE OF COMPLETION FOR CITY HALL AND MAINTENANCE YARD ROOF COATING PROJECT, AND AUTHORIZATION TO RELEASE RETENTION PAYMENT IN THE AMOUNT OF \$5,187 TO UNIVERSAL COATINGS, INC.
17. AWARD OF CONTRACT IN THE AMOUNT OF \$67,625 TO MCKELVEY CONSTRUCTION FOR THE INFORMATION TECHNOLOGY ROOM REMODEL PROJECT

18. ADOPTION OF RESOLUTION NO. 7356 AUTHORIZING SIGNATORIES ON A RISK MANAGEMENT CUSOTDIAL BANK ACCOUNT FOR GENERAL LIABILITY CLAIMS ADMINISTRATION

19. ADOPTION OF RESOLUTION NO. 7357 ADJUSTING THE HOURLY RATE OF PAY ON THE SALARY SCHEDULE FOR CERTAIN PART-TIME CLASSIFICATIONS DUE TO THE NEW MINIMUM WAGE ORDER EFFECTIVE JULY 1, 2014

ITEMS PULLED FROM THE CONSENT CALENDAR FOR SEPARATE CONSIDERATION

14. AWARD OF CONTRACT FOR THE CATERED SENIOR MEALS PROGRAM FOR THE SOUTH PASADENA SENIOR CENTER

Senior Center Supervisor Torres responded to Councilmembers' questions and provided clarification on the Senior Meals Program.

Councilmember Cacciotti requested that staff review the nutritionist's certification that is employed by the caterer.

Mayor Pro Tem Joe commended all volunteers for donating their time to the Senior Meals Program, and to Barbara Klein who has been delivering meals since 2003.

MOTION: M/S Khubesrian/Mahmud to award a contract for the Senior Meals Program to Catering Systems Incorporated to provide meals at the South Pasadena Senior Center at \$4.18 per meal for a one year period, with the option of automatic renewal for up to two additional years in, in accordance with Community Development Block Grant Program regulations. By roll call vote, the motion passed unanimously. Absent: None.

15. APPROVAL OF A POLICY GRANTING PRIORITY REGISTRATION TO SOUTH PASADENA RESIDENTS FOR SPECIAL SENIOR CENTER EVENT LUNCHEONS

In response to Councilmember Mahmud's inquiry, Senior Center Supervisor Torres stated it would not pose an issue to provide South Pasadena residents with three days of priority registration for holiday and special luncheons.

MOTION: M/S Khubesrian/Mahmud to adopt a policy as follows: 1) Grant South Pasadena residents three days of priority registration for holiday and special event luncheons offered by the Senior Center (Center); 2) The fourth date of registration will be for all other senior citizens regardless of residency; 3) All participants must be registered with the Center's database; and 4) Reservations will be accepted via telephone and walk-in only. By roll call vote, the motion passed unanimously. Absent: None.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

PUBLIC COMMENTS

Mayor Khubesrian opened the Public Comments section.

Steve Stafford, no City indicated, spoke regarding his mother's death and the lack of emergency training of City personnel.

Shlomo Nitzani, South Pasadena Resident, commented on damage to the pavement on the 900 block of Lyndon Street and other street segments. South Pasadena Resident Nitzani questioned the City Council's recent approval of a tree replacement program and not for street repairs.

Linda Hess, Founder, Urban Harvester, thanked the City Council for approving the resolution in support of food waste prevention and recovery efforts in the City. Founder Hess announced Urban Harvester's first annual fundraising event being held on June 21, 2014, at the Fresco Community Market.

There being no additional speakers, Mayor Khubesrian closed the Public Comments section.

ACTION/DISCUSSION**20. APPROVAL OF RESOLUTION NO. 7358 ADOPTING THE FY 2014-15 BUDGET**

Finance Director Batt provided a summary of the FY 2014-15 Budget and responded to Councilmembers' questions.

Mayor Khubesrian opened the Public Comments section.

Harry Lieberman, M.D., Commissioner, PSC, requested that funds be allocated for an Emergency Operations Center (EOC).

Mary Urquhart, Chair, PSC, requested that the City establish a three year budget and allocate \$300,000 for an EOC. Chair Urquhart suggested that \$100,000 be allocated for each budget year.

V. René Daley, Commissioner, PSC, concurred with Chair Urquhart's recommended allocation for the EOC.

Mayor Khubesrian closed the Public Comments section.

Mayor Khubesrian presented and displayed a handout entitled "City of South Pasadena – 2014-15 Budget Summary." She proposed other potential reserve funds be considered.

Discussion followed among the City Council, City Manager Gonzalez, and Finance Director Batt regarding the allocations for designated reserves and other potential reserve designations.

In response to Councilmember Mahmud's inquiry, Ben Wong, Region Manager, Local Public Affairs, Southern California Edison, explained the process for the undergrounding of utilities and that 18 to 24 months of lead time is required. He indicated that undergrounding of utilities affects reliability.

CONSENSUS

By consensus, the City Council approved additional funding from the undesignated reserves in the amount of \$500,000 for the Arroyo Golf Course/Bike Trail Project, for a revised project total of \$1,100,000.

CONSENSUS

By consensus, the City Council approved an additional \$80,000 in General Fund expenditures for the Sidewalk Improvements Project, for a revised project total of \$250,000.

CONSENSUS

By consensus, the City Council approved an additional \$50,000 to establish a designated reserve for an EOC, for a revised project total of \$100,000.

CONSENSUS

By consensus, the City Council approved additional funding in the amount of \$100,000 for the Maintenance Yard/Community Center, for a revised project total of \$600,000.

CONSENSUS

By consensus, the City Council approved additional funding in the amount of \$50,000 for the expansion of the Library, for a revised project total of \$150,000.

CONSENSUS

By consensus, the City Council approved an additional \$100,000 in designated reserves for the Renewable Energy Sources Project, for a revised project total of \$300,000.

CONSENSUS

By consensus, the City Council approved a new designated reserve fund for a Tree Replacement and Management Project in the amount of \$150,000.

CONSENSUS

By consensus, the City Council approved a new designated reserve fund for a Sidewalk Improvement Project in the amount of \$200,000.

CONSENSUS

By consensus, the City Council approved a new designated reserve fund in the amount of \$750,000 for CalTrans vacant lot purchases.

CONSENSUS

By consensus, the City Council approved designated reserves in the amount of \$500,000 for Monterey Road Improvements Project.

CONSENSUS

By consensus, the City Council approved designated reserves in the amount of \$500,000 for wholesale water purchases.

MOTION: M/S Khubesian/Cacciotti to approve **RESOLUTION NO. 7358** adopting the City of South Pasadena's Fiscal Year 2014-15 Budget with proposed revenues and transfers in from other funds totaling \$56,546,558, and expenditures and transfers out to other funds totaling \$68,041,187, and commitment of General Fund Balance for the following specific purposes: Arroyo Golf Course/Bike Trail, Legal Services, Maintenance Yard/Community Center, Renewable Energy Sources, Retiree Pension Benefits, Retiree Health Benefits, Emergency Operations Center, Library Expansion, Tree Replacement and Management, Sidewalk Improvements, CalTrans Vacant Lot Purchases, Monterey Road Improvements, and Wholesale Water Purchases. By roll call vote, the motion passed unanimously. Absent: None.

21. UPDATE ON MONTEREY ROAD IMPROVEMENT PROJECT

Public Works Director Toor provided the staff report as part of a PowerPoint presentation and responded to Councilmembers' questions.

Mayor Khubesian opened the Public Comments section.

Ron Rosen, South Pasadena Resident, stated that he previously submitted correspondence to the City Council. He indicated opposition to the road diet option and traffic microsimulation study.

Kathy Green, South Pasadena Resident, indicated support for the road diet option with protected bike lanes. She suggested more public input be solicited.

Glen Eddy, South Pasadena Resident, indicated that he was a member of the Monterey Road Citizens Advisory Committee (MRCAC). He stated the MRCAC had reservations about the road diet option. He stated there was consensus among the MRCAC to make the road more bicycle and pedestrian friendly.

Shlomo Nitzani, South Pasadena Resident, indicated opposition to the road diet option. He indicated that he would forward a copy of his correspondence to the City Council and newspaper. Resident Nitzani stated that traffic signals are not synchronized and driving

on Monterey Road is challenging. He suggested installation of no parking between 7:15 a.m. and 8:15 a.m. signs at traffic intersections.

There being no additional speakers, Mayor Khubesrian closed the Public Comments section.

Discussion followed among the City Councilmembers and staff regarding the cost of the proposed study, protected bike lanes, impacts of a road diet option, transportation modeling of the whole city, expansion of the scope of the microsimulation study, relocation of utilities, Americans with Disabilities Act compliance, and stacking of vehicles at the Metro Gold Line train tracks.

A motion was made by Mayor Khubesrian and seconded by Councilmember Schneider to approve the road diet option and conduct a microsimulation study in the amount of \$15,000. A substitute motion was then made by Councilmember Cacciotti and accepted by Mayor Khubesrian.

MOTION: M/S Khubesrian/Cacciotti to approve a microsimulation study of the effects of a potential road diet for Monterey Road in the amount of \$17,000; and that this matter be brought back for City Council direction if the cost of the microsimulation study exceeds \$17,000, or additional studies are needed. By roll call vote, the motion passed, 4 ayes, 1 opposed (Mahmud). Absent: None.

REPORTS

22. STRATEGIC PLANNING UPDATE SESSION SUMMARY

City Manager Gonzalez presented the staff report as part of a PowerPoint presentation.

MOTION: M/S Joe/Cacciotti to receive and file the summary report of the Strategic Planning Update Session conducted on February 8, 2014. By roll call vote, the motion passed unanimously. Absent: None.

ADJOURNMENT

Mayor Khubesrian adjourned the Regular Meeting of the South Pasadena City Council/Redevelopment Successor Agency/Public Financing Authority/ Housing Authority at 10:58 p.m. in memory of Ryan Cruz Saldana and Noah Langholz.

Evelyn G. Zneimer
City Clerk

Marina Khubesrian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on July 2, 2014.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL



**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY
PUBLIC FINANCING AUTHORITY/HOUSING AUTHORITY
OF THE CITY OF SOUTH PASADENA CONVENED
THIS 24th DAY OF JUNE 2014, AT 7:00 P.M.
CITY MANAGER'S CONFERENCE ROOM, SECOND FLOOR
1414 MISSION STREET**

1. ROLL CALL

Mayor Khubesrian convened the Special Meeting of the South Pasadena City Council/Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority)/Housing Authority (Authority) at 7:00 p.m.

Present were City Councilmembers/Agency/Authority Members Cacciotti, Mahmud and Schneider; Mayor Pro Tem/Agency/Authority Vice Chair Joe and Mayor/Agency/Authority Chair Khubesrian.

Absent: None.

Other Officials and Staff present: City Manager/Agency/Authority Executive Director Gonzalez and Assistant City Manager Straus.

2. PUBLIC COMMENTS

Mayor Khubesrian opened the Public Comments section. There was no one from the public wishing to speak on the Closed Session agenda item. Mayor Khubesrian closed the Public Comments section.

City Manager Gonzalez read the two Closed Session titles into the record.

The City Council convened into Closed Session.

CLOSED SESSION

**3. PUBLIC EMPLOYEE APPOINTMENT
PURSUANT TO GOVERNMENT CODE SECTION 54957
TITLE: CITY ATTORNEY**

**4. LABOR NEGOTIATIONS
PURSUANT TO GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATIONS REGARDING LABOR
NEGOTIATIONS WITH THE FOLLOWING EMPLOYEE
ORGANIZATIONS: FIREFIGHTERS' ASSOCIATION (FFA); POLICE
OFFICERS' ASSOCIATION (POA); PUBLIC SERVICE EMPLOYEES'
ASSOCIATION (PSEA); and PSEA-PART TIME UNIT**

**CITY NEGOTIATORS: CITY MANAGER SERGIO GONZALEZ,
ASSISTANT CITY MANAGER HILARY STRAUS**

5. OPEN SESSION

The meeting reconvened in Open Session with all Councilmembers in attendance.

City Manager Gonzalez advised that there was no reportable action taken regarding Closed Session Item Nos. 3 and 4.

ADJOURNMENT

Mayor Khubesrian adjourned the Special Meeting of the South Pasadena City Council/Redevelopment Successor Agency/Public Financing Authority/ Housing Authority at 9:55 p.m.

Evelyn G. Zneimer
City Clerk

Marina Khubesrian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on July 2, 2014.



**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY
PUBLIC FINANCING AUTHORITY/HOUSING AUTHORITY
OF THE CITY OF SOUTH PASADENA CONVENED
THIS 25th DAY OF JUNE 2014, AT 7:00 P.M.
CITY MANAGER'S CONFERENCE ROOM, SECOND FLOOR
1414 MISSION STREET**

1. ROLL CALL

Mayor Khubesrian convened the Special Meeting of the South Pasadena City Council/Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority)/Housing Authority (Authority) at 7:05 p.m.

Present were City Councilmembers/Agency/Authority Members Cacciotti, Mahmud and Schneider; Mayor Pro Tem/Agency/Authority Vice Chair Joe and Mayor/Agency/Authority Chair Khubesrian.

Absent: None.

Other Officials and Staff present: City Manager/Agency/Authority Executive Director Gonzalez and Assistant City Manager Straus.

2. PUBLIC COMMENTS

Mayor Khubesrian opened the Public Comments section. There was no one from the public wishing to speak on the Closed Session agenda item. Mayor Khubesrian closed the Public Comments section.

City Manager Gonzalez read the two Closed Session titles into the record.

The City Council convened into Closed Session.

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ASSISTANT CITY MANAGER HILARY STRAUS**

5. OPEN SESSION

The meeting reconvened in Open Session with all Councilmembers in attendance.

City Manager Gonzalez advised that there was no reportable action taken regarding Closed Session Item Nos. 3 and 4.

ADJOURNMENT

Mayor Khubesrian adjourned the Special Meeting of the South Pasadena City Council/Redevelopment Successor Agency/Public Financing Authority/ Housing Authority at 9:45 p.m.

Evelyn G. Zneimer
City Clerk

Marina Khubesrian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on July 2, 2014.

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

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

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

COUNCIL AGENDA: July 2, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *AS*
FROM: David Batt, Finance Director *DB*
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$1,685,093.32 and Payroll in the Amount of \$409,571.50**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 183835 – 183943	\$ 1,685,093.32
Payroll 06-20-14	\$ 409,571.50
Total	\$ 2,094,664.82

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
July 2, 2014
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. Payroll 06-20-14
4. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date 07.02.14		Payroll
	Prepaid	Written	
General Fund	101	166,703.52	234,010.76
Facilities & Equip.Cap. Fund	105		
Local Transit Return "A"	205	2,653.58	6,585.31
Local Transit Return "C"	207	630.39	8,243.79
Sewer Fund	210	3,355.41	12,894.07
CTCTraffic Improvement	211		
Street Lighting Fund	215	18,769.18	5,686.44
Public,Education & Govt Fund	217		
Clean Air Act Fund	218		
Business Improvement Tax	220		
Gold Line Mitigation Fund	223		
Mission Meridian Public Garage	226	255.00	
Housing Authority Fund	228		
State Gas Tax	230	6,361.41	16,413.11
County Park Bond Fund	232	1,158.77	
Measure R	233		
MSRC Grant Fund	238		
Bike & Pedestrian Paths	245		
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		
Public Library Fund Grant	280		
Arroyo Seco Golf Course	295		
Sewer Capital Projects Fund	310		
Water Fund	500	1,236,411.62	51,195.67
Public Financing Authority	550		
Payroll Clearing Fund	700	246,803.35	67,871.29
Employee Special Event Fund	900		
Redev.Oblig.Retirement Fund	927		
Column Totals		1,663,102.23	402,900.44
City Report Totals			2,086,002.67

Fund No.	Amounts		Payroll
	Prepaid	Written	
RSA	227	1,991.09	6,671.06
Column Totals		1,991.09	6,671.06
RSA Report Totals			8,662.15

Amounts		
Prepaid	Written	Payroll
1,685,093.32	-	409,571.50
Grand Report Total	2,094,664.82	

Marina Khubesrian, M.D., Mayor

David Batt
David Batt, Finance Director

Evelyn G. Zneimer, City Clerk

**ATTACHMENT 2
Prepaid Warrant List**

Voided Checks	
180408	\$813.42
182411	\$250.00
183197	\$1,092.38
183454	\$5.00
183524	\$998.25
183675	\$680.00

Affordable Generator Svcs Inc.

Inv. 3710			
06/10/14	FD, PD & Mission/Meridian Gene	101-4010-4011-8020-000	127.50
06/10/14	FD, PD & Mission/Meridian Gene	101-5010-5011-8020-000	127.50
06/10/14	FD, PD & Mission/Meridian Gene	226-2010-2029-8020-000	255.00
Ck. 06/25/14 183878	Total		510.00

Alhambra Car Wash

Inv. May 2014			
06/06/14	PD Car Washes 5/14	101-4010-4011-8100-000	360.00
Ck. 06/25/14 183879	Total		360.00

AM Conservation Group Inc.

Inv. 052114			
05/21/14	Waterwise Showerheads	500-3010-3012-8232-000	1,380.70
Ck. 06/20/14 183856	Total		1,380.70

American Water Works, Inc.

Inv. 18935			
06/09/14	Repairs Made to Pressure Washe	101-5010-5011-8110-000	379.10
Ck. 06/25/14 183880	Total		379.10

Ameritas

Inv. P/R/E 6/15/14			
06/17/14	Vision Ins Jul-14	700-0000-0000-2268-000	2,795.00
Ck. 06/19/14 183846	Total		2,795.00

Aramark Uniform Services

Inv. 528792668			
06/05/14	Uniform Svc w/6/5/14	101-6010-6601-8132-000	21.00
06/05/14	Uniform Svc w/6/5/14	215-6010-6201-8132-000	21.00
06/05/14	Uniform Svc w/6/5/14	215-6010-6310-8132-000	21.00
06/05/14	Uniform Svc w/6/5/14	500-6010-6711-8132-000	21.00
06/05/14	Uniform Svc w/6/5/14	230-6010-6116-8132-000	21.00
06/05/14	Uniform Svc w/6/5/14	210-6010-6501-8132-000	21.00
06/05/14	Uniform Svc w/6/5/14	500-6010-6710-8132-000	133.91
Inv. 528809788			
06/12/14	Uniform Svc w/6/12/14	500-6010-6711-8132-000	15.00
06/12/14	Uniform Svc w/6/12/14	500-6010-6710-8132-000	15.00
06/12/14	Uniform Svc w/6/12/14	230-6010-6116-8132-000	15.00
06/12/14	Uniform Svc w/6/12/14	210-6010-6501-8132-000	15.00
06/12/14	Uniform Svc w/6/12/14	215-6010-6201-8132-000	15.00
06/12/14	Uniform Svc w/6/12/14	215-6010-6310-8132-000	15.00
06/12/14	Uniform Svc w/6/12/14	101-6010-6601-8132-000	16.22
Inv. 528826807			
06/19/14	Uniform Svc w/6/19/14	215-6010-6310-8132-000	15.00
06/19/14	Uniform Svc w/6/19/14	500-6010-6711-8132-000	15.00
06/19/14	Uniform Svc w/6/19/14	500-6010-6710-8132-000	15.00
06/19/14	Uniform Svc w/6/19/14	230-6010-6116-8132-000	15.00
06/19/14	Uniform Svc w/6/19/14	210-6010-6501-8132-000	15.00
06/19/14	Uniform Svc w/6/19/14	215-6010-6201-8132-000	15.00
06/19/14	Uniform Svc w/6/19/14	101-6010-6601-8132-000	16.22
Ck. 06/25/14 183881	Total		472.35

ARC

Inv. 7548568			
06/09/14	Hawthorne St. Improve Proj Pri	101-6010-6011-8050-000	334.85
Ck. 06/25/14 183882	Total		334.85

Arrecano Inc.

Inv. 061614-1			
06/16/14	Finance Director Svcs 6/1-15/1	210-6010-6501-8170-000	554.80
06/16/14	Finance Director Svcs 6/1-15/1	500-3010-3012-8170-000	1,387.00
06/16/14	Finance Director Svcs 6/1-15/1	227-7200-7210-8170-000	1,664.40
06/16/14	Finance Director Svcs 6/1-15/1	101-3010-3011-8170-000	1,941.80
Ck. 06/20/14 183857	Total		5,548.00

Artic Mechanical Inc.

Inv. 140506-059			
05/26/14	A/C Maint @ Grand Pumphouse	101-6010-6601-8120-000	100.00
Inv. 140507-059			
06/09/14	A/C Maint @ FD	101-6010-6601-8120-000	240.00
Ck. 06/25/14 183883	Total		340.00

AT & T

Inv. 000005359361			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	44.59
Inv. 000005361633			
05/20/14	4/20-5/19/14	101-5010-5011-8150-000	200.22
Inv. 000005361634			
05/20/14	4/20-5/19/14	101-5010-5011-8150-000	200.53
Inv. 000005363916			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	209.88
Inv. 000005366523			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	53.70
Inv. 000005376490			
05/20/14	4/20-5/19/14	101-5010-5011-8150-000	202.32
Inv. 000005376491			
05/20/14	4/20-5/19/14	101-8010-8011-8150-000	49.89
Inv. 000005376493			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	95.98
Inv. 000005376494			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	233.12
Inv. 000005377117			
05/20/14	4/20-5/19/14	101-3010-3041-8150-000	2,226.40
Inv. 000005377124			
05/20/14	4/20-5/19/14	101-3010-3041-8150-000	599.19
Inv. 000005382254			
05/20/14	4/20-5/19/14	101-3010-3041-8150-000	131.96
Inv. 000005382255			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	15.00
Inv. 000005382256			
05/20/14	4/20-5/19/14	101-8010-8011-8150-000	18.62
Inv. 000005382257			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	14.97
Inv. 000005382258			
05/20/14	4/20-5/19/14	101-8030-8031-8150-000	32.08
Inv. 000005382259			
05/20/14	4/20-5/19/14	101-8030-8031-8150-000	127.60
Inv. 000005382260			
05/20/14	4/20-5/19/14	101-3010-3032-8150-000	375.81
Inv. 000005382261			
05/20/14	4/20-5/19/14	101-8010-8011-8150-000	47.12
Inv. 0000053822682			
05/20/14	4/20-5/19/14	205-8030-8025-8150-000	30.07
Inv. 000005382674			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	30.07
Inv. 000005382675			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	15.03
05/20/14	4/20-5/19/14	101-5010-5011-8150-000	15.04

Inv. 000005382676			
05/20/14	4/20-5/19/14	101-8030-8021-8180-000	32.84
Inv. 000005382731			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	32.84
Inv. 000005393645			
05/20/14	4/20-5/19/14	101-8010-8011-8150-000	25.93
05/20/14	4/20-5/19/14	101-6010-6601-8150-000	25.94
Inv. 000005393646			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	14.98
Inv. 000005415120			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	346.14
Inv. 000005415121			
05/20/14	4/20-5/19/14	205-8030-8025-8150-000	199.32
Inv. 000005415127			
05/20/14	4/20-5/19/14	101-5010-5011-8150-000	199.32
Inv. 000005415150			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	123.06
Inv. 000005415157			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	199.79
Inv. 000005415170			
05/20/14	4/20-5/19/14	101-8030-8021-8150-000	160.54
05/20/14	4/20-5/19/14	101-8010-8011-8150-000	374.61
Inv. 000005415171			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	546.13
Inv. 000005415255			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	276.82
Inv. 000005416773			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	95.88
Inv. 000005416774			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	95
Inv. 000005423475			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	3,110.74
Inv. 000005428467			
05/20/14	4/20-5/19/14	500-6010-6711-8150-000	49.30
Inv. 000005428468			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	360.33
Inv. 000005428470			
05/20/14	4/20-5/19/14	101-8030-8031-8150-000	95.20
Inv. 000005428471			
05/20/14	4/20-5/19/14	101-5010-5011-8150-000	312.17
Inv. 000005428472			
05/20/14	4/20-5/19/14	101-8010-8011-8150-000	223.26
Inv. 000005428473			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	527.57
Inv. 000005428474			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	3.59
Inv. 000005428475			
05/20/14	4/20-5/19/14	101-8030-8031-8150-000	193.99
Inv. 000005428476			
05/20/14	4/20-5/19/14	101-8030-8021-8150-000	49.30
Inv. 000005428477			
05/20/14	4/20-5/19/14	215-6010-6115-8150-000	29.44
Inv. 000005428478			
05/20/14	4/20-5/19/14	101-6010-6011-8150-000	215.29
Inv. 000005428479			
05/20/14	4/20-5/19/14	215-6010-6115-8150-000	193.98
Inv. 000005428480			
05/20/14	4/20-5/19/14	215-6010-6115-8150-000	194.31
Inv. 000005428482			
05/20/14	4/20-5/19/14	101-5010-5011-8150-000	198.
Inv. 000005428483			
05/20/14	4/20-5/19/14	500-6010-6710-8150-000	44.63

Inv. 000005428956			
05/20/14	4/20-5/19/14	101-4010-4011-8150-000	214.19
Inv. 000005428957			
05/20/14	4/20-5/19/14	101-5010-5011-8150-000	0.93
Ck. 06/20/14 183858	Total		13,736.38

AT&T

Inv. 065 081-5011			
05/01/14	4/13-5/12/14	101-3010-3041-8150-000	140.37
Inv. 248 134-6100			
05/01/14	5/1-31/14	101-3010-3041-8150-000	9.99
Inv. 626 405-0051			
05/11/14	5/11-6/10/14	101-4010-4011-8150-000	233.42
Inv. 626 441-6497			
05/13/14	5/13-6/12/14	101-5010-5011-8150-000	111.90
Inv. 626 577-6657			
05/13/14	5/13-6/12/14	101-4010-4011-8150-000	49.03
Ck. 06/20/14 183859	Total		544.71

AT&T --Cingular Wireless

Inv. 829350178X05162			
05/08/14	PD Cell Phones 4/9-5/8/14	101-4010-4011-8150-000	461.41
Inv. 992893782X05162			
05/08/14	PD Ipads 4/9-5/8/14	101-4010-4011-8150-000	152.30
Ck. 06/25/14 183884	Total		613.71

Azusa Valley Water Company

Inv. 4035			
06/12/14	Lease Water Rights- Water Purc	500-6010-6711-8233-000	1,214,250.00
Ck. 06/20/14 183860	Total		1,214,250.00

Baker & Taylor Books

Inv. 3019586760			
06/05/14	Books	101-8010-8011-8080-000	88.29
Inv. 3019600525			
06/12/14	Books	101-8010-8011-8080-000	145.76
Inv. 4010890170			
05/28/14	Books	101-8010-8011-8080-000	1,436.76
Inv. 4010898127			
06/02/14	Books	101-8010-8011-8080-000	146.73
Inv. 4010898376			
06/03/14	Books	101-8010-8011-8080-000	133.91
Inv. 4010903076			
06/09/14	Books	101-8010-8011-8080-000	179.61
Inv. 4010905006			
06/10/14	Books	101-8010-8011-8080-000	499.08
Inv. 4010910696			
06/16/14	Books	101-8010-8011-8080-000	168.82
Ck. 06/25/14 183885	Total		2,798.96

Baker & Taylor Entertainment

Inv. T05378730			
05/30/14	DVD's CD's & Video's	101-8010-8011-8080-000	110.50
Inv. T05502250			
06/04/14	DVD's CD's & Video's	101-8010-8011-8080-000	34.17
Inv. T05704070			
06/10/14	DVD's CD's & Video's	101-8010-8011-8080-000	1,147.26
Inv. T05773550			
06/12/14	DVD's CD's & Video's	101-8010-8011-8080-000	32.69
Inv. T05858770			
06/17/14	DVD's CD's & Video's	101-8010-8011-8080-000	91.54

Inv. T05931140				
06/17/14	DVD's CD's & Video's	101-8010-8011-8080-000		24.40
Inv. T05931150				
06/17/14	DVD's CD's & Video's	101-8010-8011-8080-000		20.40
Ck. 06/25/14 183886	Total			1,461.05
Barrientos, Stephanie				
Inv. 6/26/14				
06/18/14	Reimb. PD Training Expense	101-4010-4011-8210-000		69.60
Inv. 6/27/14				
06/18/14	Reimb. PD Training Expense	101-4010-4011-8210-000		217.60
Ck. 06/20/14 183861	Total			287.20
Bob Wondries Ford				
Inv. 468226				
05/12/14	PD Repairs Unit# 1404 Oil Chang	101-4010-4011-8100-000		45.30
Ck. 06/25/14 183887	Total			45.30
Bradley, Jennifer				
Inv. R49615				
06/18/14	Refund Cancelled Sum Camp Med	101-0000-0000-5270-001		230.00
Ck. 06/25/14 183888	Total			230.00
Butler, David				
Inv. R49614				
06/18/14	Refund Cancelled Sum Camp Med	101-0000-0000-5270-001		230.00
Ck. 06/25/14 183889	Total			230.00
CA Linen Services				
Inv. 1009244				
03/31/14	FD Dept. Supplies	101-5010-5011-8020-000		104.53
Ck. 06/25/14 183890	Total			104.53
CA Maintenance & Environmental				
Inv. 19234				
05/23/14	Monthly Fuel Tank Inspection	101-2010-2011-8100-000		2.00
05/23/14	Monthly Fuel Tank Inspection	101-6010-6011-8100-000		2.00
05/23/14	Monthly Fuel Tank Inspection	101-7010-7101-8100-000		2.00
05/23/14	Monthly Fuel Tank Inspection	101-5010-5011-8100-000		8.00
05/23/14	Monthly Fuel Tank Inspection	101-4010-4011-8100-000		86.00
Inv. 19272				
05/30/14	Underground Svc Tanks- AQMD Te	101-6010-6601-8020-000		835.63
Inv. 19273				
05/30/14	Underground Svc Tanks Maint.	101-6010-6601-8020-000		1,342.93
Inv. 19274				
05/30/14	Underground Svc Tanks-Maint.Sp	101-6010-6601-8020-000		1,416.10
Inv. 19275				
05/30/14	Underground Svc Tanks-Maint.	101-6010-6601-8020-000		1,230.00
Ck. 06/25/14 183891	Total			4,924.66
Ca. State Disbursement Unit				
Inv. P/R/E 6/15/14				
06/17/14	Garnishment	700-0000-0000-2264-000		400.50
Ck. 06/19/14 183847	Total			400.50
CAL PERS 457 PLAN				
Inv. P/R/E 6/15/14				
06/17/14	Deferred Comp	700-0000-0000-2260-000		3,622
Ck. 06/19/14 183848	Total			3,622.00

Santu Graphics

Inv. 3787				
03/24/14	Transit Notepads	205-8030-8025-8050-000		43.60
Inv. 3948				
06/17/14	Children's Hour Brochures Copi	101-8010-8011-8050-000		347.71
Ck. 06/25/14 183892	Total			391.31

Catering Systems Inc.

Inv. 3164				
06/23/14	Sr. Center Meals w/ 6/16-20/14	101-0000-0000-5265-004		167.20
06/23/14	Sr. Center Meals w/ 6/16-20/14	101-8030-8021-8180-000		1,279.08
Ck. 06/25/14 183893	Total			1,446.28

CBE Los Angeles

Inv. 1597166				
06/05/14	Copier Overages 5/5-6/4/14	101-3010-3011-8110-000		58.28
06/05/14	Copier Overages 5/5-6/4/14	500-3010-3012-8110-000		58.29
06/05/14	Copier Overages 5/5-6/4/14	101-7010-7101-8110-000		116.57
Inv. 1597167				
06/05/14	Copier Overages 3/5-6/4/14	101-6010-6011-8300-000		177.30
Ck. 06/25/14 183894	Total			410.44

Chan, Anthony

Inv. P/R/E 6/15/14				
06/17/14	Coverage 6/2/14	101-4010-4011-7000-000		62.58
Inv. P/R/E 6/15/14A				
06/17/14	Coverage 6/7/14	101-4010-4011-7000-000		375.48
Inv. P/R/E 6/15/14B				
06/17/14	Coverage 6/8/14	101-4010-4011-7000-000		187.74
Inv. P/R/E 6/15/14C				
06/17/14	Coverage 6/15/14	101-4010-4011-7000-000		375.48
Inv. P/R/E 6/15/14D				
06/17/14	Predictive Policing 6/3/14	101-4010-4011-7000-000		140.80
Inv. P/R/E 6/15/14E				
06/17/14	Predictive Policing 6/9/14	101-4010-4011-7000-000		109.51
Inv. P/R/E 6/15/14F				
06/17/14	Predictive Policing 6/11/14	101-4010-4011-7000-000		140.80
Inv. P/R/E 6/15/14G				
06/17/14	Predictive Policing 6/13/14	101-4010-4011-7000-000		140.80
Ck. 06/19/14 183849	Total			1,533.19

City of South Pasadena-Yard

Inv. 6/16/14				
06/16/14	Reimb. Petty Cash	500-6010-6711-8020-000		20.15
06/16/14	Reimb. Petty Cash	500-6010-6710-8020-000		22.70
06/16/14	Reimb. Petty Cash	500-6010-6711-8070-000		30.56
06/16/14	Reimb. Petty Cash	101-6010-6601-8020-000		44.37
06/16/14	Reimb. Petty Cash	500-6010-6710-8070-000		50.72
Ck. 06/20/14 183862	Total			168.50

Clean Source Inc.

Inv. 2839805-00				
06/10/14	Restroom Supplies	101-6010-6601-8020-000		301.87
Inv. 2839808-00				
06/10/14	PD Janitorial Supplies	101-4010-4011-8120-000		455.56
Inv. 2839809-00				
06/10/14	Restroom Supplies	232-6010-6417-8020-000		301.87
Inv. 2839810-00				
06/10/14	Restroom Supplies	101-6010-6601-8020-000		302.90
Inv. 2839811-00				
06/10/14	PD Janitorial Supplies	101-4010-4011-8120-000		302.90

Inv. 2839812-00				
06/10/14	Restroom Supplies	232-6010-6417-8020-000		302.90
Inv. 2840254-00				
06/12/14	Replace Toilet Paper Dispenser	101-6010-6601-8120-000		8.72
Inv. 2840267-00				
06/12/14	Janitorial Supplies	101-8010-8011-8120-000		565.90
Ck. 06/25/14 183895	Total			2,542.62
CoreLogic Information Solution				
Inv. 81183793				
05/31/14	Realquest.com Svcs 5/14	101-7010-7101-8020-000		167.42
Ck. 06/25/14 183896	Total			167.42
Corney, Jose				
Inv. 6/23-27/14				
06/18/14	Reimb. PD Training Expense	101-4010-4011-8200-000		708.88
Ck. 06/20/14 183863	Total			708.88
Creek, Michael				
Inv. P/R/E 6/15/14				
06/17/14	Movie Detail 6/2/14	101-0000-0000-2910-200		560.00
Inv. P/R/E 6/15/14A				
06/17/14	Movie Detail 6/11/14	101-0000-0000-2910-200		980.00
Ck. 06/19/14 183850	Total			1,540.00
Crown Coffee & Refreshment Svc				
Inv. 25333				
06/19/14	Sr. Center Coffee & Supplies	101-8030-8021-8020-000		150.62
Ck. 06/25/14 183897	Total			150
Decco Awards				
Inv. 14-9054				
06/19/14	Retiree Res. Corporal C.Gonzal	101-4010-4011-8020-000		143.28
Inv. 14-9055				
06/19/14	2014 Employee Recognition Luncheon	101-4010-4011-8020-000		255.61
Ck. 06/25/14 183898	Total			398.89
Dell Marketing L.P.				
Inv. XJF31XDC5				
06/02/14	FD Laptop	101-5010-5011-8530-000		1,291.55
Inv. XJF6D72W8				
06/12/14	PD Cartridges & Imaging Drum	101-4010-4011-8000-000		1,236.01
Ck. 06/25/14 183899	Total			2,527.56
Delta Dental				
Inv. P/R/E 6/15/14				
06/19/14	Dental Ins Jul-14	700-0000-0000-2267-000		11,169.24
Ck. 06/20/14 183864	Total			11,169.24
DeLuxe for Business				
Inv. 2030986425				
06/05/14	AP Checks	101-3010-3011-8050-000		581.80
Ck. 06/12/14 183835	Total			581.80
Demco				
Inv. 3798364				
06/17/14	Tech Svcs Supplies CREDIT	101-8010-8011-8020-000		(126.40)
Inv. 4613212				
06/17/14	Tech Svcs Supplies CREDIT	101-8010-8011-8020-000		(284.51)

Inv. 5314375				
06/03/14	Tech Svcs Supplies	101-8010-8011-8020-000		217.68
Inv. 5320386				
06/10/14	Tech Svcs Supplies	101-8010-8011-8020-000		266.70
Inv. 5320752				
06/10/14	Tech Svcs Supplies	101-8010-8011-8020-000		250.16
Inv. 5321424				
06/11/14	Tech Svcs Supplies	101-8010-8011-8020-000		194.62
Ck. 06/25/14 183900	Total			518.25

Digital Telecommunications Cor

Inv. 18190				
05/10/14	Telephone Line Svc 4/14	101-3010-3041-8150-000		814.37
Inv. 18281				
05/22/14	Telephone Line Svc	101-3010-3041-8150-000		165.00
Inv. 18400				
06/10/14	Telephone Line Svc 5/14	101-3010-3041-8150-000		814.37
Ck. 06/25/14 183901	Total			1,793.74

Dr. Detail Ph.D

Inv. 00001				
06/13/14	CampMedCarpet & Couch Cleaning	101-8030-8032-8120-000		655.00
Ck. 06/25/14 183902	Total			655.00

E. D. D.

Inv. P/R/E 6/15/14				
06/17/14	State w/h Tax	700-0000-0000-2220-000		16,845.04
Ck. 06/19/14 183851	Total			16,845.04

eBSCO Subscription Services

Inv. 0380585				
06/13/14	Library Subscriptions	101-8010-8011-8030-000		149.99
Ck. 06/25/14 183903	Total			149.99

Ellen's Silkscreening

Inv. 52261				
06/10/14	Recreation T-Shirts	101-8030-8032-8020-000		812.59
Ck. 06/12/14 183836	Total			812.59

Inv. 6/17/14				
06/17/14	2014 Sum Camp Med Volunteer Sh	101-8030-8032-8020-000		317.30
Ck. 06/20/14 183865	Total			317.30

Estanislao, Rocale

Inv. R49513				
06/18/14	Refund Cancelled Reading Class	101-0000-0000-5270-002		128.00
Ck. 06/25/14 183904	Total			128.00

Federal Express

Inv. 2-684-79348				
06/13/14	Planning Overnight Shipping	101-7010-7101-8010-000		48.40
Inv. 2-693-11291				
06/20/14	PD Overnight Shipping	101-4010-4011-8010-000		34.77
Ck. 06/25/14 183905	Total			83.17

Freshi Media

Inv. 6/16-20/14				
06/20/14	Instructor App Design Classes	101-8030-8032-8267-000		1,312.50
Ck. 06/25/14 183906	Total			1,312.50

Garda CL West Inc.

Inv. 141-421514			
06/01/14	Armored Car Svc 6/14	500-3010-3012-8020-000	775.67
06/01/14	Armored Car Svc 6/14	101-3010-3011-8020-000	775.68
Inv. 243-394314			
05/31/14	Armored Car Svc Excess 5/31/14	101-3010-3011-8020-000	0.67
Ck. 06/25/14 183907	Total		1,552.02

Gardner, Jovonna

Inv. R49616			
06/18/14	Refund Cancelled Park Rsvp	101-0000-0000-5270-005	27.50
Ck. 06/25/14 183908	Total		27.50

Great Match Consulting

Inv. 1690002821			
05/21/14	Temp Worker w/e 5/18/14	230-6010-6116-8020-000	4,033.68
Inv. 1690002822			
05/21/14	Temp Worker w/e 5/18/14	230-6010-6116-8020-000	905.52
Ck. 06/25/14 183909	Total		4,939.20

GRM Information Mgmt. Svcs of

Inv. 0228016			
06/01/14	Digitizing Rolled Plans Mgmt S	101-7010-7101-8020-000	3,548.25
Ck. 06/25/14 183910	Total		3,548.25

Haynes Building Services LLC

Inv. 4200			
06/06/14	Janitorial Svcs 6/14	232-6010-6417-8180-000	554.00
06/06/14	Janitorial Svcs 6/14	101-6010-6601-8020-000	8,055
Ck. 06/25/14 183911	Total		8,609.

Hernandez, Miguel

Inv. R49131			
06/06/14	Refund Park Rsvp	101-0000-0000-5270-005	55.00
Ck. 06/12/14 183837	Total		55.00

Historic Resources Group

Inv. 7048			
05/31/14	Historic Preservation Consulti	101-7010-7101-8170-000	3,920.00
Ck. 06/25/14 183912	Total		3,920.00

Holland, Jeffrey

Inv. 6/11/14			
06/11/14	Reimb. Motorcycle Safety Glove	101-4010-4011-8134-000	87.19
Ck. 06/12/14 183838	Total		87.19

ICMA

Inv. P/R/E 6/15/14			
06/17/14	Deferred Comp	700-0000-0000-2260-000	4,608.62
Ck. 06/19/14 183852	Total		4,608.62

ING Life Ins. & Annuity Co.

Inv. P/R/E 6/15/14			
06/17/14	Deferred Comp	700-0000-0000-2260-000	2,669.33
Ck. 06/19/14 183853	Total		2,669.33

Inter-Con Security Systems Inc

Inv. 418864			
06/10/14	PD Parking Enforcing Svcs 5/14	101-4010-4011-8180-000	7,434.00

Ck. 06/25/14 183913	Total		7,434.00
Jack's Auto Repair			
Inv. 13890			
05/27/14	PD Repair Unit 1198 Oil & Filt	101-4010-4011-8100-000	63.08
Ck. 06/25/14 183914	Total		63.08
Kaminski, Belen Marie			
Inv. 6/26/14			
06/18/14	Reimb. PD Training Expense	101-4010-4011-8210-000	69.60
Inv. 6/27/14			
06/18/14	Reimb. PD Training Expense	101-4010-4011-8210-000	217.60
Ck. 06/20/14 183866	Total		287.20
L.A.C. M. T. A.			
Inv. 800058694			
06/16/14	MTA Passes 5/14	101-0000-0000-5270-004	75.00
06/16/14	MTA Passes 5/14	205-0000-0000-5500-000	560.00
06/16/14	MTA Passes 5/14	205-2010-2210-8250-000	560.00
Ck. 06/25/14 183915	Total		1,195.00
Lawn Mower Corner			
Inv. 93717			
06/16/14	Broom & Hand Tools	101-6010-6410-8020-000	85.53
Inv. 93858			
06/11/14	Stumper Grinder Replace Belts	101-6010-6410-8110-000	193.57
Inv. 93859			
06/11/14	Replace Hand Tools	215-6010-6310-8130-000	412.00
Ck. 06/25/14 183916	Total		691.10
LDI Color ToolBox			
Inv. 194610 1			
06/04/14	Copier Overages 5/1-29/14	101-2010-2011-8300-000	124.21
06/04/14	Copier Overages 5/1-29/14	101-1020-1021-8300-000	124.21
06/04/14	Copier Overages 5/1-29/14	101-6010-6011-8300-000	124.22
Ck. 06/20/14 183867	Total		372.64
Liebert Cassidy Whitmore			
Inv. 5/21/14			
05/28/14	Employee Training 5/21/14	101-2010-2013-8200-000	140.00
Ck. 06/20/14 183868	Total		140.00
Matt Chlor Inc			
Inv. 13598			
05/31/14	Sodium Hypochlorite for Wilso	500-9000-9265-9265-000	464.11
Inv. 13620			
05/31/14	Sodium Hypochlorite for Wilso	500-9000-9265-9265-000	430.10
Ck. 06/25/14 183917	Total		894.21
Modern Marketing			
Inv. MM1102784			
06/06/14	FD Safety Fair Supplies	101-5010-5011-8020-000	424.27
Ck. 06/25/14 183918	Total		424.27
Morant, John			
Inv. 6/11/14			
05/29/14	2014 Sum Camp Med CRP Training	101-8030-8032-8020-000	560.00
Ck. 06/12/14 183839	Total		560.00

Natural Gas Systems Inc.

Inv. 3207				
06/01/14	Monthly Maint. 5/14		101-6010-6601-8180-000	375.00
Ck. 06/25/14 183919	Total			375.00

Nettech Computers Inc

Inv. 018228				
05/22/14	Replacement Battery Cartridge		101-4010-4011-8000-000	64.31
Inv. 018269				
06/16/14	IT Supplies		101-3010-3032-8110-000	65.39
Ck. 06/25/14 183920	Total			129.70

Office Solutions

Inv. I-00620287				
05/16/14	PD Office Supplies		101-4010-4011-8000-000	211.19
Inv. I-00621525				
05/20/14	PD Office Supplies		101-4010-4011-8000-000	185.77
Inv. I-00622739				
05/22/14	PD Office Supplies		101-4010-4011-8000-000	294.62
Inv. I-00626922				
06/03/14	PD Office Supplies		101-4010-4011-8000-000	144.97
Inv. I-00628209				
06/05/14	PD Office Supplies		101-4010-4011-8000-000	126.45
Inv. I-00629291				
06/09/14	PD Office Supplies		101-4010-4011-8000-000	241.91
Ck. 06/25/14 183921	Total			1,204.91

Olympic Staffing Services

Inv. 178453				
06/04/14	Temp Employee w/e 6/1/14		101-3010-3011-8170-000	177
06/04/14	Temp Employee w/e 6/1/14		500-3010-3012-8170-000	531.56
Inv. 178569				
06/11/14	Temp Employee w/e 6/8/14		101-3010-3011-8170-000	243.00
06/11/14	Temp Employee w/e 6/8/14		500-3010-3012-8170-000	729.00
Inv. 178686				
06/18/14	Temp Employee w/e 6/15/14		101-3010-3011-8170-000	243.00
06/18/14	Temp Employee w/e 6/15/14		500-3010-3012-8170-000	729.00
Ck. 06/25/14 183922	Total			2,652.75

Palmieri, Michael

Inv. 6/11/14				
06/11/14	Reimb. Portable Hard Drive Bac		101-4010-4011-8000-000	65.39
Ck. 06/12/14 183840	Total			65.39

Party Pronto, Inc.

Inv. 022127				
06/26/14	InHouse Magic Show Camp Med 6/		101-8030-8032-8020-000	250.00
Ck. 06/20/14 183869	Total			250.00

Pasadena Water & Power

Inv. 80176-1				
05/23/14	Water Svc 60 E. State St. 4/14		500-6010-6711-8231-000	2,664.51
Ck. 06/20/14 183870	Total			2,664.51

Pease, Jennifer

Inv. R49511				
06/18/14	Refund Cancelled Game Design C		101-0000-0000-5270-002	175.00
Ck. 06/25/14 183923	Total			175

Pers Health Insurance

Inv. P/R/E 6/15/14			
06/18/14	Health Ins Jul-14	227-7200-7210-7131-000	326.69
06/18/14	Health Ins Jul-14	207-2010-2260-7131-000	630.39
06/18/14	Health Ins Jul-14	205-2010-2210-7131-000	786.84
06/18/14	Health Ins Jul-14	210-6010-6501-7131-000	915.68
06/18/14	Health Ins Jul-14	215-6010-6310-7131-000	1,251.58
06/18/14	Health Ins Jul-14	230-6010-6116-7131-000	1,371.21
06/18/14	Health Ins Jul-14	500-6010-6710-7131-000	2,222.46
06/18/14	Health Ins Jul-14	500-6010-6711-7131-000	2,222.47
06/18/14	Health Ins Jul-14	101-3010-3041-7131-000	36,286.50
06/18/14	Health Ins Jul-14	700-0000-0000-2262-000	103,747.25
Ck. 06/20/14 183871	Total		149,761.07

Pers Retirement

Inv. P/R/E 6/15/14			
06/17/14	Retirement Svc Period 06/02-06	700-0000-0000-2240-000	100,939.91
Ck. 06/19/14 183854	Total		100,939.91

Personal Court Reporters Inc.

Inv. 35009			
06/10/14	Transcribing Svcs SP CC Mtg 6/	101-7010-7101-8170-000	516.50
Ck. 06/25/14 183924	Total		516.50

PETTY CASH - Recreation

Inv. 6/18/14			
06/18/14	Reimb. Petty Cash	101-8030-8032-8020-000	483.52
Ck. 06/20/14 183872	Total		483.52

Postnet Bowes Global Fin. Svc L

Inv. 8346314-JN14			
06/13/14	Postage Meter Lease 3/30-6/30/	101-2010-2011-8110-000	43.21
06/13/14	Postage Meter Lease 3/30-6/30/	101-2010-2013-8110-000	43.21
06/13/14	Postage Meter Lease 3/30-6/30/	101-1020-1021-8110-000	43.21
06/13/14	Postage Meter Lease 3/30-6/30/	101-6010-6011-8110-000	43.21
06/13/14	Postage Meter Lease 3/30-6/30/	101-5010-5011-8110-000	43.21
06/13/14	Postage Meter Lease 3/30-6/30/	500-6010-6710-8110-000	43.22
06/13/14	Postage Meter Lease 3/30-6/30/	500-3010-3012-8110-000	86.43
06/13/14	Postage Meter Lease 3/30-6/30/	101-7010-7101-8110-000	129.64
06/13/14	Postage Meter Lease 3/30-6/30/	101-3010-3011-8110-000	172.85
06/13/14	Postage Meter Lease 3/30-6/30/	101-4010-4011-8110-000	216.07
Inv. 8383960-JN14			
06/13/14	Library Postage Meter Lease 3/	101-8010-8011-8155-000	323.63
Ck. 06/25/14 183925	Total		1,187.89

Platinum Plus Busn. Card

Inv. 7183			
05/03/14	Mayor Conf Renaissance Hotel 5	101-1010-1011-8090-000	132.63
Inv. 7183 A			
05/03/14	CM Conf Renaissance Hotel 5/1-	101-2010-2011-8090-000	157.63
Ck. 06/20/14 183873	Total		290.26

Plumbers Depot Inc.

Inv. PD-24773			
06/10/14	Swr Dept. Water Truck Repairs	210-6010-6501-8180-000	1,759.75
Ck. 06/25/14 183926	Total		1,759.75

Plumbing Wholesale Outlet Inc

Inv. 241394			
06/13/14	Arroyo Park Repair Supplies	101-6010-6601-8120-000	62.08

Ck. 06/25/14 183927	Total		62.00
PQL			
Inv. 346820			
06/10/14	Citywide LED Light Bulbs	215-6010-6201-8020-000	362.74
Ck. 06/25/14 183928	Total		362.74
Randall B. Montgomery Stone En			
Inv. 7078			
06/02/14	On-Site Engraving @ Healing Ga	101-0000-0000-2925-001	225.00
Ck. 06/12/14 183841	Total		225.00
S.G.V. Medical Center			
Inv. 266623			
04/19/14	Blood Alcohol w/Drawal-Thomas	101-4010-4011-8170-000	48.00
Inv. 710724			
06/30/13	Blood Alcohol w/Drawal-Dale Bi	101-4010-4011-8170-000	48.00
Inv. 727331			
03/31/14	Blood Alcohol w/Drawal-Dustin	101-4010-4011-8170-000	48.00
Inv. 728396			
04/18/14	Blood Alcohol w/Drawal-Vicente	101-4010-4011-8170-000	48.00
Inv. 728627			
04/23/14	Blood Alcohol w/Drawal-Michell	101-4010-4011-8170-000	48.00
Inv. 729257			
05/03/14	Blood Alcohol w/Drawal-Robert	101-4010-4011-8170-000	48.00
Inv. 730049			
05/17/14	Blood Alcohol w/Drawal-Korina	101-4010-4011-8170-000	48.00
Ck. 06/25/14 183929	Total		336.00
S.P.Review			
Inv. 2359			
06/19/14	Public Notice ZCA Call Up Revi	101-7010-7101-8040-000	64.00
Ck. 06/25/14 183930	Total		64.00
Sande Equipment Company Inc.			
Inv. 13901			
03/28/14	Power Wash Equipment	215-6010-6310-8020-000	34.10
Ck. 06/12/14 183842	Total		34.10
SC Fuels			
Inv. 0071666			
03/07/14	Yard Fuel	101-0000-0000-1400-000	5,643.60
Inv. 0091459			
04/14/14	Yard Fuel	101-0000-0000-1400-000	7,960.60
Ck. 06/12/14 183843	Total		13,604.20
Siemens Industry Inc.			
Inv. 5610002171			
06/02/14	Traffic Signal Maint. 3/14	215-6010-6115-8180-000	2,096.72
Inv. 5620001405			
06/02/14	Traffic Signal Call Outs 3/14	215-6010-6115-8180-000	662.45
Ck. 06/25/14 183931	Total		2,759.17
Smith, Susana			
Inv. R49512			
06/18/14	Refund Cancelled Game Design C	101-0000-0000-5270-002	175.00
Ck. 06/25/14 183932	Total		175.00

So. CA Edison Co.

Inv. 3-002-4472-77				
05/31/14	4/30-5/30/14	101-8010-8011-8140-000		2,796.22
Inv. 3-002-4472-78				
05/31/14	4/30-5/30/14	101-8030-8021-8140-000		954.69
Inv. 3-003-3929-47				
05/31/14	4/30-5/30/14	500-6010-6711-8140-000		82.54
Inv. 3-003-6653-57				
05/31/14	4/30-5/30/14	101-6010-6410-8140-000		610.77
Inv. 3-011-4089-57				
05/31/14	4/30-5/30/14	215-6010-6115-8140-000		53.29
Inv. 3-022-6898-28				
05/31/14	4/30-5/30/14	215-6010-6115-8140-000		25.64
Inv. 3-023-6580-86				
05/31/14	4/30-5/30/14	215-6010-6201-8140-000		28.20
Inv. 3-023-7844-31				
05/31/14	4/30-5/30/14	215-6010-6115-8140-000		27.73
Inv. 3-023-8283-79				
05/31/14	4/30-5/30/14	215-6010-6115-8140-000		33.03
Inv. 3-026-3223-65				
05/31/14	4/30-5/30/14	215-6010-6115-8140-000		34.93
Inv. 3-028-7013-82				
05/31/14	4/30-5/30/14	101-6010-6410-8140-000		108.16
Inv. 3-028-7594-32				
05/31/14	4/30-5/30/14	500-6010-6711-8152-000		1,452.16
Inv. 3-029-2458-05				
05/31/14	4/30-5/30/14	101-8030-8031-8140-000		58.20
Inv. 3-032-4192-98				
05/31/14	4/30-5/30/14	215-6010-6201-8140-000		62.90
Inv. 3-035-3494-19				
05/31/14	4/30-5/30/14	215-6010-6115-8140-000		49.28
Ck. 06/12/14 183844	Total			6,377.74
Inv. 3-008-8091-11				
06/07/14	5/1-6/1/14	215-6010-6201-8140-000		3,527.21
Inv. 3-008-8091-12				
06/07/14	5/1-6/1/14	215-6010-6115-8140-000		791.78
Inv. 3-008-8091-13				
06/07/14	5/1-6/1/14	215-6010-6201-8140-000		7,961.80
Inv. 3-008-8091-14				
06/07/14	5/1-6/1/14	215-6010-6201-8140-000		11.80
Inv. 3-008-8091-16				
06/07/14	5/6-6/5/14	215-6010-6201-8140-000		111.55
Inv. 3-008-8091-17				
06/07/14	5/6-6/5/14	215-6010-6201-8140-000		53.26
Inv. 3-008-8091-18				
06/07/14	5/6-6/5/14	215-6010-6201-8140-000		46.36
Inv. 3-008-8091-19				
06/07/14	5/6-6/5/14	215-6010-6201-8140-000		39.74
Inv. 3-008-8091-20				
06/07/14	5/6-6/5/14	215-6010-6201-8140-000		60.86
Inv. 3-008-8091-21				
06/07/14	5/6-6/5/14	215-6010-6201-8140-000		64.86
Inv. 3-008-8091-22				
06/07/14	5/6-6/5/14	215-6010-6201-8140-000		41.60
Inv. 3-008-8091-23				
06/07/14	5/6-6/5/14	215-6010-6201-8140-000		64.73
Inv. 3-008-8091-24				
06/07/14	5/6-6/5/14	215-6010-6201-8140-000		61.25
Inv. 3-008-8436-55				
06/07/14	5/6-6/5/14	215-6010-6201-8140-000		109.32

Inv. 3-025-4910-19			
06/07/14	5/6-6/5/14	215-6010-6115-8140-000	100.23
Inv. 3-026-6343-40			
06/07/14	5/6-6/5/14	215-6010-6115-8140-000	31.67
Ck. 06/20/14 183874	Total		13,078.02

So. Cal. Gas Co.

Inv. 196-493-8529 1			
03/06/14	Natural Gas Vehicle Fuel 2/1-3	210-6010-6501-8020-000	7.46
03/06/14	Natural Gas Vehicle Fuel 2/1-3	500-6010-6710-8020-000	9.06
03/06/14	Natural Gas Vehicle Fuel 2/1-3	205-8030-8025-8105-000	384.17
Ck. 06/20/14 183875	Total		400.69

Staples Business Advantage

Inv. 3231172737			
05/13/14	Recreation Office Supplies	101-8030-8032-8180-000	85.01
Inv. 3231824737			
05/22/14	Library Office Supplies	101-8010-8011-8000-000	115.76
Inv. 3231824738			
05/22/14	Recreation Office Supplies	101-8030-8032-8180-000	157.80
Inv. 3231824739			
05/22/14	Recreation Office Supplies	101-8030-8032-8180-000	36.50
Inv. 3231895335			
05/23/14	Recreation Office Supplies	101-8030-8032-8180-000	50.13
Inv. 3232346699			
05/30/14	Library Office Supplies	101-8010-8011-8000-000	395.67
Inv. 3233180902			
06/03/14	Plan/Bldg Office Supplies	101-7010-7101-8000-000	126.60
Inv. 3233180911			
06/03/14	Plan/Bldg Office Supplies	101-7010-7101-8000-000	15.
Inv. 3233233659			
06/04/14	Recreation Office Supplies	101-8030-8032-8180-000	73.02
Inv. 3233286053			
06/05/14	CMO Office Supplies	101-2010-2011-8000-000	87.31
Inv. 3233286055			
06/05/14	CMO Office Supplies	101-2010-2011-8000-000	66.62
Inv. 3233366802			
06/06/14	Library Office Supplies	101-8010-8011-8000-000	27.97
Inv. 3233366803			
06/06/14	Recreation Office Supplies	101-8030-8032-8180-000	42.18
Inv. 3233675216			
06/10/14	Plan/Bldg Office Supplies	101-7010-7101-8000-000	16.30
Inv. 3233734924			
06/11/14	Recreation Office Supplies	101-8030-8032-8000-000	15.84
Inv. 3233734929			
06/11/14	Recreation Office Supplies	101-8030-8032-8000-000	31.60
Inv. 3233734931			
06/11/14	Comm. Svcs. Office Supplies	101-8030-8021-8000-000	26.14
06/11/14	Comm. Svcs. Office Supplies	205-8030-8025-8000-000	89.58
06/11/14	Comm. Svcs. Office Supplies	101-8030-8021-8000-000	105.43
Inv. 3233734933			
06/11/14	Comm. Svcs. Office Supplies	101-8030-8031-8000-000	29.75
Inv. 3233865884			
06/13/14	Recreation Office Supplies	101-8030-8032-8000-000	56.40
Inv. 3234271411			
06/18/14	Plan/Bldg Office Supplies CRED	101-7010-7101-8000-000	(519.44)
Ck. 06/25/14 183933	Total		1,131.64

Sun Badge Company

Inv. 350026			
03/26/14	PD Badges & Repairs	101-4010-4011-8020-000	34.56

Inv. 350301				
04/21/14	PD Badges & Repairs	101-4010-4011-8020-000		140.35
Inv. 351188				
05/28/14	PD Badges & Repairs	101-4010-4011-8020-000		124.00
Ck. 06/25/14 183934	Total			298.91
The House of Printing, Inc.				
Inv. 147744				
06/16/14	PD Busn. Cards	101-4010-4011-8050-000		100.72
Inv. 147746				
06/13/14	Planning Busn. Cards	101-7010-7101-8050-000		100.72
Ck. 06/25/14 183935	Total			201.44
Thomas, Hans-Peter				
Inv. 5/2/14				
05/02/14	Refund Overnight Permit	101-0000-0000-4460-000		100.00
Ck. 06/25/14 183936	Total			100.00
Time Warner Cable				
Inv. 008 0012179				
06/16/14	PD Cable 6/16-7/15/14	101-4010-4011-8110-000		18.03
Inv. 008 0224964				
06/08/14	Internet Upgrade 6/8-7/7/14	101-3010-3032-8170-000		336.80
Inv. 008 0251967				
06/22/14	1102 Oxley St. 6/22-7/21/14	101-8030-8021-8110-000		174.11
Inv. 008 0269985				
06/17/14	City Hall 2nd Modem 6/17-7/16/	101-3010-3032-8150-000		285.86
Ck. 06/20/14 183876	Total			814.80
ranstech Engineers Inc.				
Inv. 14061273				
06/02/14	Bldg & Safety Svcs 5/14	101-7010-7101-8180-000		24,740.00
Inv. 14061274				
06/02/14	Soils Report 2009 Hanscom Dr.	101-0000-0000-2970-001		660.00
Ck. 06/25/14 183937	Total			25,400.00
Tumpak, John				
Inv. 5/21/14				
06/11/14	Jazz Presentation 5/21/14	101-8030-8021-8020-000		100.00
Ck. 06/12/14 183845	Total			100.00
UCLA Center for Prehospital Ca				
Inv. 970				
06/01/14	Paramedic Training	101-5010-5011-8170-000		1,845.73
Ck. 06/25/14 183938	Total			1,845.73
United Way				
Inv. P/R/E 6/15/14				
06/17/14	Payroll Deduction	700-0000-0000-2258-000		6.00
Ck. 06/19/14 183855	Total			6.00
Valley Power Systems Inc.				
Inv. 013070				
06/16/14	Emergency Repairs to Engine -8	101-5010-5011-8100-000		3,072.75
Ck. 06/25/14 183939	Total			3,072.75
 Verizon Wireless				
Inv. 9725948691				
05/26/14	PW Cell Phones 4/27-5/26/14	210-6010-6501-8020-000		32.57
05/26/14	PW Cell Phones 4/27-5/26/14	210-6010-6501-8020-000		34.15

05/26/14	PW Cell Phones 4/27-5/26/14	215-6010-6310-8020-000	36.
05/26/14	PW Cell Phones 4/27-5/26/14	101-6010-6011-8020-000	36.84
05/26/14	PW Cell Phones 4/27-5/26/14	500-6010-6710-8020-000	52.65
05/26/14	PW Cell Phones 4/27-5/26/14	500-6010-6711-8020-000	98.14
05/26/14	PW Cell Phones 4/27-5/26/14	101-6010-6601-8020-000	104.87
Inv. 9725948692			
05/26/14	City IPAD's 4/27-5/26/14	101-3010-3011-8150-000	38.01
05/26/14	City IPAD's 4/27-5/26/14	101-2010-2011-8150-000	76.02
05/26/14	City IPAD's 4/27-5/26/14	101-5010-5011-8150-000	177.44
Ck. 06/20/14 183877	Total		687.53
Vision Internet Providers Inc.			
Inv. 27584			
06/04/14	Web Hosting Fee 6/14	101-3010-3032-8020-000	210.00
Ck. 06/25/14 183940	Total		210.00
Western Water Works Support Ct			
Inv. 345940-00			
05/20/14	Water Supplies	500-0000-0000-1400-000	4,470.74
Ck. 06/25/14 183941	Total		4,470.74
Wittman Enterprises LLC			
Inv. 1405059			
06/18/14	Paramedic Payment 5/14	101-0000-0000-5290-001	3,001.48
Ck. 06/25/14 183942	Total		3,001.48
Wu, Jenny			
Inv. R49612			
06/18/14	Refund Adjustment Fee	101-0000-0000-5270-001	18
Ck. 06/25/14 183943	Total		18.
Total			1,685,093.32

ATTACHMENT 3
Payroll 06-20-14

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 06.20.14

Account Number	Account Name	07.02.14
101-0000-0000-1010-000	General Fund - Payroll cash	567,925.14
	Other Withholding Payables	\$ 333,914.38
101-0000-0000-1010-000	Net General Fund - Payroll Cash	234,010.76
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	6,585.31
207-0000-0000-1010-000	Prop C - Payroll Cash	8,243.79
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	12,894.07
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR Ca	5,686.44
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	6,671.06
229-0000-0000-1010-000	CRA Housing - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	16,413.11
247-0000-0000-1010-000	SGVCOG Grant Fund	-
260-0000-0000-1010-000	CDBG - Payroll Cash	-
274-0000-0000-1010-000	Homeland Security Grant	-
500-0000-0000-1010-000	Water Fund - Payroll Cash	51,195.67
700-0000-0000-2210-000	Internal Revenue Service	52,695.23
700-0000-0000-2230-000	Internal Revenue Service	15,176.06
Total Checks & Direct Deposits		409,571.50
Checks		29,020.52
Direct Deposits		312,679.69
I.R.S Payments		67,871.29
		<u>409,571.50</u>
To 700		646,594.07
Other PR Payable		333,914.38
ACH Payable		<u>312,679.69</u>

ATTACHMENT 4
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 07.02.14

<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 6/15/14	ACH	227.0000.0000.1010.000	Payroll PE 06.15.14	\$ 6,671.06
Arecano Inc.	061614-1	183857	227.7200.7210.8170.000	Finance Director Svcs 6/1-15/14	\$ 1,664.40
Pers Health Insurance	P/R/E 6/15/14	183871	227.7200.7210.7131.000	Health Ins. Jul-14	\$ 326.69

RSA Report Total

\$ 8,662.15

Marina Khubesrian, M.D., Agency Chair

Evelyn G. Zneimer, Agency Secretary



David Batt, Agency Treasurer

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

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

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

COUNCIL AGENDA: July 2, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Sheila Pautsch, Community Services Director 
SUBJECT: **Request to Co-Sponsor and Waive Associated City Fees for the Moon Festival on September 13, 2014**

Recommendation

It is recommended that the City Council:

1. Co-sponsor the annual Moon Festival on September 13, 2014, organized by the South Pasadena Chinese-American Club; and
2. Waive the associated City fees in the amount of \$828.

Fiscal Impact

The total amount for fees and staff time is estimated as follows:

- | | |
|---|---|
| • Street Closure | \$165 (El Centro Street between Diamond and Fairview Avenue) |
| • Banner Fee | \$170 (Mission Street or Fair Oaks Avenue) |
| • Library Community Room | \$25 (Rental, local non-profit organization) |
| • Senior Center | No Charge – Used for storage |
| • Use of City PA system and 15 canopies | No Charge |
| • Public Works staff time | \$468 (2 staff at 6 hours at an average of \$26/hour, at time and a half) |
| Total: | \$828 |

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In 2005, the City co-sponsored the South Pasadena Chinese-American Club's (SPCC) annual Moon Festival, which was held at South Pasadena High School, and waived the banner fee to hang a banner across Fair Oaks Avenue advertising the event. Since 2009, the South Pasadena Public Library has served as a co-sponsor with the SPCC, and the event has been held at the Library Park, in front of the Library Community Room. The popular family event features

entertainment, contests, crafts, demonstrations, food and games, and provides an opportunity for SPCC to share the annual autumn celebration of various Asian cultures with the entire community. In 2012, the event expanded to include the El Centro School District frontage, and El Centro Street was closed between Diamond Avenue and Fairview Avenue. Hundreds of community members participated in the event, which featured a noodle-eating contest, a “Fear Factor” contest, the Miss Chinatown Court, a chalk-art contest, a juggler, Chinese delicacies, boba drinks, food trucks, book sales and author book signings, and many other offerings. For the last few years, the Friends of the South Pasadena Public Library, a nonprofit organization, has sponsored a well-known story teller at the event.

The event is organized by the SPCC Board assisted by members of the South Pasadena High School Key Club and Chinese-language class students. SPCC is a 501(c)(3) organization founded in 1989. Two City staff members serve on the SPCC Board of Directors.

Analysis

Co-sponsoring the annual Moon Festival provides an opportunity for the City to support this important Asian cultural celebration of the autumn moon at minimal cost. As of the 2010 census, more than 30% of the population of South Pasadena is Asian. More than 30% of students in the South Pasadena Unified School District are Asian, with more than 70% of that group being either Chinese or Korean.

Although the event has been co-sponsored by the Library in the past, with the event expansion and necessity to close El Centro Street, staff recommends the City Council co-sponsoring the entire event.

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: Flyer advertising 2014 Moon Festival (draft)



MOON FESTIVAL

Saturday, September 13

12 - 4 pm

Library Park

In front of the South Pasadena

Library Community Room

1115 El Centro Street

Food * Games * Arts & Crafts * Performances

Chinese Lion Dance * Martial Arts * Acrobats * Chinese Folk Dance

Food Trucks * Balloon Sculpture * Nail Art * Face Painting * Dragon Beard Candy

CONTESTS

Fear Factor * Noodle Eating * Chopstick Skills * Chalk Drawing

Co-sponsored

The South Pasadena Chinese-American Club * The City of South Pasadena

Friends of the South Pasadena Public Library * Peter Kwong * Quon Yick Noodle * Phoenix Bakery



SPCC91030@gmail.com

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

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

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

COUNCIL AGENDA: July 2, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Sheila Pautsch, Community Services Director 
SUBJECT: **Request to Co-Sponsor and Waive Associated City Fees for the Vecinos y Amigos Career and Art Fair on September 14, 2014**

Recommendation

It is recommended that the City Council:

1. Co-sponsor the Vecinos y Amigos Career and Art Fair on September 14, 2014, organized by the Vecinos de South Pasadena; and
2. Waive the associated City fees in the amount of \$828.

Fiscal Impact

The total amount for fees and staff time is estimated as follows:

- | | |
|--|---|
| • Street Closure | \$165 (El Centro Street between Diamond and Fairview Avenue) |
| • Banner Fee | \$170 (Mission Street or Fair Oaks Avenue) |
| • Library Community Room
(Use of LCD projector and Audio Equipment) | \$25 (Rental, local non-profit organization) |
| • Use of City PA system and 15 canopies | No Charge |
| • Public Works staff time | \$468 (2 staff at 6 hours at an average of \$26/hour, at time and a half) |
| Total: | \$828 |

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Vecinos de Pasadena has served the South Pasadena Community for 11 years through educational advocacy and cultural events. The Vecinos y Amigos Career and Art Fair, organized by the Education Committee of Vecinos de South Pasadena, will integrate cultural and educational components that will highlight the rich diversity in our community both

professionally and through the arts. The career fair is a family oriented event open to the entire South Pasadena community.

One of the issues that will be highlighted is the opportunity gap for minority youth. The purpose of the event is to provide young students in the community the opportunity to meet Latino/a professionals from different fields and ignite students' imaginations about different post-secondary paths that they might want to pursue. They will also invite professionals of all backgrounds to participate in the career fair. They want to promote the rich diversity that makes us stronger and potentially help youth develop a vision for their future, both as individuals, but also as part of a community. Through this exposure, youth and community members may learn from and better understand the diversity of professions that exist and what is required to attain professional goals.

The career fair is also a festive event, taking place two days before Mexican Independence Day and at the beginning of National Hispanic Heritage Month, which officially begins on the 15th of September and continues until the 15th of October. There will be folklorico dancers, papel picado, face painting and art workshops. Through art, they highlight both culture and creativity. Creativity and innovation are skills that the changing economy and workplace demands. Also, the processes entailed in creative expressions are highly transferable to diverse professions. The event further offers opportunities to support and speak to local artists, learn from their insights and display their creations.

Analysis

Co-Sponsoring the Vecinos Y Amigos Career and Art Fair provides an opportunity for the City to support the Hispanic community in celebrating Mexican Independence Day and the start of National Hispanic Heritage Month. As of the 2010 census, about 21% of South Pasadena residents are Hispanic. The event is free and open to the public.

Staff recommends the co-sponsoring of the event and will coordinate with the Vecinos with the approved waived fees.

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*.

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

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

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

COUNCIL AGENDA: July 2, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Sheila Pautsch, Community Services Director 
Lucy Hakobian, Community Services Supervisor
SUBJECT: **Approval of a Fee Reduction Request for the Use of the Orange Grove Recreation Center by "The Place" Teen Center**

Recommendation

It is recommended that the City Council approve a fee reduction request by "The Place" Teen Center for the use of the Orange Grove Recreation Center.

Fiscal Impact

The approved fee schedule includes a \$25 per hour rental fee to non-profits for the use of the Orange Grove Recreation Center. It would cost approximately \$9,000 to rent the facility to "The Place" for the school year (40 weeks) based upon their historical usage of 9 hours per week.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In November 2010, a teen center was started by a South Pasadena resident, Natasha Prime, with the assistance of the City. The City allowed the group to use a small room in the mid-level at Orange Grove Recreation Center. The center was open on Mondays from 3:00 p.m. to 6:00 p.m. with a daily average of about 6 to 8 teens. Community volunteers provide supervision of teens at the center.

During the budget process for FY 2011-12, the City Council approved \$15,000 to start up the teen center. In September 2011, the program was extended to three days a week from 3:00 pm to 6:00 p.m. with a daily average of about 6 to 8 teens. In October 2011, then Council Member Sifuentes dedicated \$2,000 of his discretionary funds to the teen center. Throughout the year, the center purchased computers, a printer, television, Playstation, video games, furniture, kitchen appliances, office supplies and snacks.

In the FY 2012-13 budget, \$1,500 was approved by the City Council for the teen center for supplies. At the start of the 2012-13 school year, the program continued three days a week but the

average daily attendance doubled to about 10 to 12. In November 2012, then Council Member Khubesrian dedicated \$500 of her discretionary funds to the teen center for supplies and healthy snacks.

In March 2013, the teen center obtained their non-profit status, which is registered as “The Place.” The Place continued to use the mid-level at Orange Grove Recreation Center for the remainder of the school year at no charge. To date, \$19,000 of City funds has been provided to the organization in addition to waived fees for rental use totaling \$18,000.

For school year 2013-14, “The Place” was authorized to use the Orange Grove Recreation Center with an approved fee of \$50 per month. “The Place” was also required to obtain a City of South Pasadena business license as well as evidence of liability insurance. They have also received approval to the use the kitchen at the Senior Center during the next school year as long as it does not interfere with current city programming.

Analysis

Program attendance has increased over the past three years as shown in the table below. If the trend continues, they will likely outgrow the mid-level.

	2010*	2011**	2012	2013	2014
January		33	57	148	139
February		30	35	96	221
March		20	42	49	242
April		10	37	190	149
May		16	90	No data given	190
June		16	114	No data given	70
July		20	83	No data given	
August		14	31	No data given	
September		61	135	115	
October		50	227	181	
November	3	44	135	110	
December	25	34	126	115	

*2010 only one day per week (Mondays)

**2011 one day per week through August. Starting in September, program went to 3 days a week

The program is of value to the community and teens that participate. However, staff from the Community Services Department continues to have some concerns related to how it currently operates. This includes supervision, public perception, conflicting schedules with the City-operated daycare program and other non-profit organizations.

City staff has witnessed, on several occasions, teens engaging in inappropriate behavior in front of the Orange Grove Recreation Center. Teens with extreme behavioral problems have acted out

physically and have been heard yelling at the volunteers, to where Recreation staff has stepped in on occasion to ensure the situation was being handled. These activities reflect poorly on the city and at times have Camp Med parents a bit apprehensive. The teen center would serve as a natural progression for future Camp Med participants but current perception is not always positive. Staff continues to work closely with "The Place" to alleviate and resolve any issues in a timely matter.

Staff recommends the continued fee reduction of \$50 a month for the 2014-15 school year.

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*.

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

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

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

COUNCIL AGENDA: July 2, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Sheila Pautsch, Community Services Director 
Tracey Perkosky, Grants Analyst 
Angela Loera, Professional Intern 
SUBJECT: **Rejection of All Bids for 2014 MV-1 CNG Passenger Vehicle**

Recommendation

It is recommended that the City Council reject all bids received for a 2014 MV-1 CNG on June 17, 2014, and re-advertise the procurement.

Fiscal Impact

There is no fiscal impact associated with this action.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In a recent effort to enhance Dial-A-Ride services for South Pasadena's elderly and disabled residents, the City has made significant changes including the addition of full- and part-time staff. With full staffing and an increased ridership, reliable vehicles are needed to reduce cancellations and avoid high rental costs for temporary replacement vehicles. In Fiscal Year 2013-14, the Community Services Department withdrew two of its older Dial-A-Ride vehicles due to mechanical issues and high maintenance costs; one of those was replaced with a MV-1 CNG vehicle and this procurement was intended to replace the second withdrawn van.

Analysis

On June 17, 2014, the City accepted two sealed bids from qualified firms to provide a 2014 MV-1 CNG passenger vehicle. However, one bid was received by the wrong department of the City which is contrary to the requirements of the competitive purchasing process. So that the City may have the benefit of receiving all potential bids for the procurement and out of fairness to the bidders, it is recommended that the City Council reject all bids and rebid the procurement.

Per Section 2.99-29(11)(d) of the City's Municipal Code, the City Council, at its discretion, may reject any and all bids presented and re-advertise for bids. To ensure compliance with City

Reject all bids received for 2014 MV-1 CNG
July 2, 2014
Page 2 of 2

purchasing procedures, this is recommended. Staff has reviewed the bid process to ensure that the aforementioned technical error does not re-occur.

Legal Review

The City Attorney has reviewed this item.

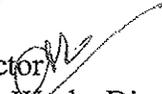
Public Notification of Agenda Item

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*.

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

*Marina Khubesrian, M.D., Mayor/Authority Chair
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*Evelyn G. Zneimer, City Clerk/Authority Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: July 2, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Paul Toor, P.E., Public Works Director 
Shin Furukawa, P.E., Deputy Public Works Director 
SUBJECT: **Authorization to Amend Contract with Dudek for Engineering Design Services for the Citywide Sewer Lining and Rehabilitation Project**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment with Dudek for a not-to-exceed amount of \$22,468 for additional services required for the design of the Citywide Sewer Lining and Rehabilitation Project.

Fiscal Impact

There are adequate funds available in the Sewer Enterprise Fund to cover this amendment.

Original Agreement (approved 8/14/13)	\$286,948
Amendment No. 1	<u>\$ 22,468</u>
TOTAL	\$309,416

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

As a result of a number of sanitary sewer overflows (SSO) experienced in the City's sanitary sewer system, the City entered into a consent judgment with the State Regional Water Quality Control Board on January 17, 2012. As part of the requirements of the consent judgment, the City is mandated to repair certain deficiencies identified through the City's sewer video inspection program within a specified period of time. The first phase will include all deficiencies that must be addressed in the first 4 years. This includes all pipes rated to be in the poorest condition, which consists of 220 pipe segments totaling approximately 64,000 lineal feet of sewer lines. On August 14, 2013, the City Council awarded a contract to Dudek for engineering design services.

Analysis

The proposed amendment is to revise the design plans and specifications due to changes in the scope

of services. The amendment includes additional field survey required to located buried sewer manholes, the design of nine additional sewer segments, and additional design details and specifications. The proposed fee is just and is reasonable with respect to the added scope of work.

Legal Review

The City Attorney has reviewed the Amendment.

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: Amendment

AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made as of this 2nd day of July, 2014 by and between the CITY OF SOUTH PASADENA ("City") and DUDEK ("Consultant").

RECITALS

WHEREAS, on August 14, 2013 the City and Consultant entered into an Agreement for Consultant Services ("Agreement") for Consultant to provide engineering design services to the City for the Citywide Sewer Lining & Rehabilitation Project;

WHEREAS, the Agreement was for an initial amount of \$286,948;

WHEREAS, unforeseen conditions and additional design work requested by the City have resulted in additional services needed beyond the agreed to original scope of work;

WHEREAS, the additional costs for said services shall be in an amount not to exceed \$22,468.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That Section 4 of the Agreement is hereby amended to read as follows:

City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation". The total fees for the services shall not exceed the authorized amount of **\$309,416** (which includes the compensation for the original scope of services in the amount of \$286,948, and the compensation for the additional scope of services in the amount of \$22,468), unless the CITY has given specific advance approval in writing.

2. SCOPE OF SERVICES. That scope of work of the Agreement is hereby amended to include the attachments to this Amendment.

3. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

Dated: _____

“CITY”

By: _____
Sergio Gonzalez, City Manager

Dated: _____

“CONSULTANT”

By: _____

APPROVED AS TO FORM:

Richard L. Adams II., City Attorney

Evelyn G. Zneimer, City Clerk
(seal)

DUDEK

MAIN OFFICE
405 THIRD STREET
ENCINITAS, CALIFORNIA 92024
TEL 760 942 3147 FAX 760 940 1818 E-MAIL 642@DUDEK.COM

May 29, 2014

7931

Shin Furukawa
City of South Pasadena
1414 Mission Street
South Pasadena, California 91030

Subject: Request for Contract Amendment #1 to FY 12/13 Sewer Lining and Repair – P.O. 14086

Dear Mr. Furukawa:

Dudek is requesting a budget augment for additional design services related to the subject project. The scope and fee for the additional tasks are as follows:

1. Addition of nine (9) sewer segments requested by the City to be replaced by open trench construction. The segments are 6-inch pipes that are adjacent to segments already included in the open trench design work. Additional work includes surveying, utility research and plotting, and preparation of two (2) additional plan and profile sheets. Dudek has sufficient budget remaining in the initially authorized surveying budget to cover the additional surveying required for this task, therefore, the requested additional fee is for engineering and drafting time only.

Total Time and Materials Not-to Exceed Cost.....\$10,770

2. Condition assessment of ten (10) 6-inch sewer segments that had been previously planned to be replaced with 8-inch pipes.

Total Time and Materials Not-to Exceed Cost.....\$990

3. Preparation of Greenbook special provision specifications for trenchless lateral connection seals and manhole trough rehabilitation.

Total Time and Materials Not-to Exceed Cost.....\$754

4. The condition assessment task revealed numerous dead end flush tanks that would interfere with CIPP lining. Dudek investigated the configuration of these flush tanks and options for retrofit or replacement. The design calls for replacement of these structures with standard manholes and abandonment of water services to them.

Total Time and Materials Not-to Exceed Cost.....\$700

- Field-locating services for the following six (6) manholes not found during field walks by Dudek engineers: MH 175D, MH 175E, MH 175F, MH 100F, MH 198C, MH 89A. The locating effort will include field reconnaissance using a metal detector to be performed by Guida Surveying, Inc. Excavation/potholing services are not included in this task. Deliverables will include coordinates and photos of the located manholes.

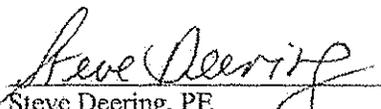
Total Time and Materials Not-to Exceed Cost.....\$3,715

- There are two sewer manholes and one bulk-headed public sewer not yet located by survey, walkover, and physical probe methods. It is necessary to locate these sewer features so that the plans and specs can be sufficiently detailed to allow a reasonable basis of bid for these locations. Dudek proposes to locate these three sewers through use of a CCTV subcontractor with a down-hole CCTV camera and sonde coupled with a walkover electronic locator. Survey the ground features in the area of the three sites, as necessary to define bidding for the CIPP rehabilitation of these three segments. The CCTV subcontractor (Innerline) shall provide their own traffic control, not including any unanticipated sites with traffic exceeding 45 miles-per-hour requiring an arrow board, etc. Surveying will be provided by Guida Surveying.

Total Time and Materials Not-to-Exceed Cost.....\$5,539

The total estimated not-to-exceed fee for the work is **\$22,468.00**, summarized in the fee table at the end of this letter. We appreciate your consideration of our request for contract Amendment #1. Please contact Steve Deering at 760.479.4101 or sdeering@dudek.com if you have any questions regarding this proposal.

Sincerely,


 Steve Deering, PE
 Project Manager

City of South Pasadena
 FY 2013 Sewer Lines & Retail Project
 AMENDMENT #1 FEE ESTIMATE
 5/20/14

Project Item Name (Task Number)	Labor Hours and Rates								TOTAL HOURS	DUDEK (LABOR COST)	Subcontractor Fees and Rates				TOTAL HOURS	OTHER PROJECT COSTS	TOTAL FEE
	Proj. Director	SEAD Engineer	Project Manager	Project Engineer	Survey Engineer	QA/QC Engineer	Other Engineer	Other Personnel			Design (Hourly Rate)	Design (Fixed Fee)	CCTV (Hourly Rate)	Other (Fixed Fee)			
Additional Graph/Photo Tasks																	
1. Additional Open Trench Excavation and Theraplay Segments	1		2	13	18	26		91	\$ 10,831					91	\$ 100	\$ 10,931	
2. Additional Open Trench Excavation (Min 6' Open)			4					4	\$ 902					4		\$ 902	
3. Specifications for 15' Open and Multiple Holes		0.5	4					5	\$ 754					5		\$ 754	
4. Field-Tank Investigation and Replacement Estimate			2	2	1			5	\$ 700					5		\$ 700	
5. Locating Services for 6 Manholes by Sonar			1	4				5	\$ 415		\$3,300			5		\$ 3,715	
6. Locate Three Absorbents with CCTV Sonar, 1 Locating Sonar	1			6	2			10	\$ 1,200		\$1,650	\$2,629		10		\$ 5,479	
Subtotal Task 1*	1		4	16	18	26		110	\$ 14,793		\$ 4,950	\$ 2,629		110	\$ 100	\$ 22,462	
Total Hours and Fees										110	\$ 14,793	\$ 4,950	\$ 2,629			\$ 22,462	

City of South Pasadena
 FY 12/13 Sewer Lining & Repair Project
 AMENDMENT #1 FEE ESTIMATE
 5/29/2014

Additional Design Phase Tasks	Project Team Role			Labor Hours and Rates						Subcontract Hours and Rates				TOTAL HOURS	DUDEK LABOR COST	OTHER DIRECT COSTS	TOTAL FEE
	Project Manager	QA/QC Supervisor	PIC	Project Manager	Engineer	Senior Designer	CADD Operator	Admin	Geotechnical (Ninety 6' Manholes)	Topographic Survey (Grids)	CCTV (Inches)	Polylines (Kilobits)	Other				
Billable Rate	\$185	\$185	\$210	\$115	\$120	\$130	\$110	\$80	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour				
1 Additional Open Trench Replacement Design (9 Segments)	1		13	2	13	18	59							91	\$ 10,670	\$ 100	\$ 10,770
2 Additional Condition Assessment (ten 6" Pipes)		6	4	6										6	\$ 990		\$ 990
3 Specifications for Lateral and Manhole Rehabilitation		0.5	2	4										5	\$ 754		\$ 754
4 Flush Tank Investigation and Replacement Design		2	2	1	2	1								5	\$ 700		\$ 700
5 Locating Services for 6 Manholes by survey		1	1	1	1	1	3							3	\$ 415		\$ 415
6 Locate Three Manholes with CCTV, Sonde, Locator, Survey	1		6	15	18	18	59							110	\$ 1,280	\$ 2,629	\$ 3,909
Subtotal Task 1	1	1	15	15	18	18	59							110	\$ 14,789	\$ 4,950	\$ 19,739
Total Hours and Fee														110	\$ 14,789	\$ 4,950	\$ 19,739

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

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

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

COUNCIL AGENDA: July 2, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: Paul Toor, P.E., Public Works Director *PT*
Leonna DeWitt, Public Works Assistant *LD*

SUBJECT: **Adoption of a Resolution Confirming an Annual Levy and Collection of Assessments for the Lighting and Landscaping Maintenance District (LLMD) for Fiscal Year 2014-15**

Recommendation

It is recommended that the City Council, after receiving public testimony at the public hearing, adopt the attached resolution confirming the annual assessments levy for Fiscal Year (FY) 2014-15.

Fiscal Impact

LLMD provides estimated revenue of \$900,310 in assessments to exclusively pay for the LLMD costs.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The City of South Pasadena adheres to the procedures established in the 1972 Landscaping and Lighting Act, which the City proposes to use again in FY 2014-15. As in previous years, the City must follow the same procedures, including the preparation of an Engineer's Report and holding a public hearing in order to levy assessments.

As a result of Proposition 218, ratified in 1997, new or increased assessments may not be imposed to fund LLMD costs unless the necessary balloting and compliance requirements of the proposition are met. Over the last 14 years, staff has recommended that the City rely on an exemption contained in the proposition whereby the same assessment rates may be annually levied. Therefore, the City is in full compliance with Proposition 218.

The assessment is composed of a citywide component and a local benefits component. Fixed revenues and increased costs of operations since 1997 have required that some services be reduced or to be subsidized from general fund.

Analysis

The district methodology and assessment rates are based on the division of the City into four lighting zones, each with its own assessment rate based upon the level of benefits received. Benefits are categorized as local or citywide. Local benefits cover the cost of the type of street lighting in that area. Citywide benefits cover the costs of the traffic signals, tree trimming and sidewalk repair programs and a portion of the major thoroughfare lighting.

- Zone 1 properties are adjacent to major thoroughfares, which are served by higher levels of lighting compared to residential areas.
- Zone 2 properties are primarily residential ones served by streetlights owned and maintained by the City.
- Zone 3 properties are primarily residential ones served by streetlights owned and maintained by the Southern California Edison Company.
- Zone 4 properties are in areas without local street lighting, and which pay no local benefit assessment.

The assessment rates for a single-family property in each of these zones are as follows:

Zone	Citywide	Local Benefits	Total
1	\$71.26	\$25.85	\$97.12
2	\$71.26	\$32.83	\$104.09
3	\$71.26	\$7.66	\$78.92
4	\$71.26	none	\$71.26

Properties owned by the City (parks, municipal facilities, etc.), the South Pasadena School District, the State (Caltrans properties), or the U.S. Government (post office) are exempt from LLMD assessments.

Legal Review

The City Attorney has reviewed this item and has determined that since there will be no increase in the assessment rate over the previous year, the procedure being followed is in compliance with Proposition 218 and the 1972 Landscaping and Lighting Act.

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. Resolution
2. LLMD Engineer’s Report for FY 2014-15
3. Notice of Publication

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
CONFIRMING THE FISCAL YEAR 2014-15 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**

WHEREAS, the City Council of the City of South Pasadena (City Council), California, has previously formed a Street Lighting and Landscaping Maintenance District pursuant to the terms and provision of the "Landscaping and Lighting Act of 1972," in what is known and designated as City of South Pasadena (City), Lighting and Landscaping Maintenance District (District) for Fiscal Year 2014-2015; and

WHEREAS, on June 4, 2014, the City Council approved the Engineer's Report and adopted the Resolution of Intention for the annual levy and collection of assessments for Fiscal Year 2014-15 to provide for the costs and expenses necessary for continued maintenance of improvements within said District, and set a time and place for a Public Hearing on July 2, 2014; and

WHEREAS, the proposed assessment rates for Fiscal Year 2014-15 shall not increase over the assessments levied in Fiscal Year 2013-14; and

WHEREAS, the City Clerk did proceed to give notice of the time and place for the Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

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

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That upon the conclusion of the Public Hearing, written protest filed, and not withdrawn, are overruled and denied.

SECTION 3. That the estimates of costs, the assessment diagram, the assessments, and all other matters, as set forth in the Engineer's Report, pursuant to said

“Landscaping and Lighting Act of 1972,” as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

SECTION 4. That the maintenance work of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall then be collected at the same time and in the same manner as the County taxes are collected.

SECTION 5. That the City has previously established a special fund known as:

**CITY OF SOUTH PASADENA
LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT**

into which the City shall place all monies collected by the Tax Collector pursuant to the provisions of the resolution and the law and said transfer shall be made and accomplished as soon as said monies have been made available to the City.

SECTION 6. That the City Clerk is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this resolution upon its adoption.

SECTION 7. That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

SECTION 8. 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 2nd day of July, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Zneimer, City Clerk
(seal)

Richard L. Adams II, 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 2nd day July, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn Zneimer, City Clerk
(seal)

ATTACHMENT 2
Lighting and Landscape Maintenance District
Engineer's Report for FY 2014-15

**STREET LIGHTING AND LANDSCAPING
MAINTENANCE DISTRICT**

ASSESSMENT ENGINEER'S REPORT

PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972, PART 2
DIVISION 15 OF THE STREETS AND HIGHWAYS CODE, ARTICLE XIII.D. OF
THE CALIFORNIA CONSTITUTION AND THE PROPOSITION 218 OMNIBUS
IMPLEMENTATION ACT (GOVERNMENT CODE SECTION 53750 ET SEQ)

Fiscal Year 2014-15

Prepared for:



Prepared by:

Community Economic Solutions

May 2014

**CITY OF SOUTH PASADENA
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT
ENGINEER'S REPORT**

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Part C - Assessment District Boundary Map & Assessment Diagram 5

Part D - An Assessment of the Estimated Costs of the Improvements 6

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FISCAL YEAR 2014-15
CITY OF SOUTH PASADENA
ASSESSMENT ENGINEER'S REPORT PREPARED
PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972
SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Whereas the Council of the City of South Pasadena, California, did, pursuant to the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code of the State of California, adopt the Resolution of Initiation ordering the preparation and filing of the Assessment Engineer's Report in accordance with Chapter 1, Article 4 commencing with Section 22565.

Section 22567 directs that the report shall refer to the City of South Pasadena Street Lighting and Landscaping Maintenance District (the "Assessment District") by its distinctive designation, specify the fiscal year to which the report applies, and, with respect to that year, shall contain all of the following:

- Part A - Plans and specifications for the improvements.
- Part B - An estimate of the costs of the improvements.
- Part C - A diagram for the assessment district.
- Part D - An assessment of the estimated costs of the improvements.
- Part E - If bonds or notes will be issued pursuant to Section 22662.5, an estimate of their principal amount. (Not applicable).

A preliminary report is then filed with the City Clerk in accordance with Section 22623 for submission to the legislative body. The legislative body may approve the report as filed, or it may modify the report and approve it as modified. Now, therefore, the following Assessment Engineer's Report is hereby submitted consisting of five (5) parts as follows:

PART A

This part contains the plans and specifications which are required to show and describe the existing and proposed improvements in accordance with Section 22568. The plans and specifications need not be detailed, but shall be sufficient if they show or describe the general nature, location, and extent of the improvements. If the assessment district is divided into zones, the plans and specifications shall indicate the class and type of improvements to be provided for each such zone. The Plans and specifications for the improvements listed in Part A are on file in the Office of the Clerk of the City. Such plans and specifications are incorporated herein by reference.

PART B

This part contains an estimate of the costs for maintenance of the improvements within the District for Fiscal Year 2014-15 pursuant to section 22569, including incidental costs and expenses in connection therewith. This estimate is on file in the Office of the Clerk of the City. The estimate of the costs of the improvements for the fiscal year shall contain estimates for all of the following:

- (a) The total costs for improvements to be made that year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses.
- (b) The amount of any surplus or deficit in the improvement fund to be carried over from a previous fiscal year.

(c) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(d) The amount, if any, of the annual installment for the fiscal year where the legislative body has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments.

(e) The net amount to be assessed upon assessable lands within the assessment district, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred to in subdivision (b), (c), or (d).

PART C

This part incorporates, by reference, the "Assessment Diagram", which is a diagram of the Assessment District showing the exterior boundaries of the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District in accordance with Sections 22570 and 22571. The diagram for an assessment district shall show (a) the exterior boundaries of the assessment district, (b) the boundaries of any zones within the district, and (c) the lines and dimensions of each lot or parcel of land within the district. Each lot or parcel shall be identified by a distinctive number or letter. The lines and dimensions of each lot or parcel of land shown on the diagram shall conform to those shown on the county assessor's maps for the fiscal year to which the report applies. The Diagram has been prepared and is on file with in the Office of the Clerk of the City. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART D

This part contains an assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the Assessment District in accordance with Section 22572. The assessment shall refer to the fiscal year to which it applies and shall do all of the following:

(a) State the net amount, determined in accordance with Section 22569, to be assessed upon assessable lands within the assessment district, which shall include an amount sufficient to pay the principal and interest due during the fiscal year from each parcel on any bonds or notes issued pursuant to Section 22662.5.

(b) Describe each assessable lot or parcel of land within the district.

(c) Assess the net amount upon all assessable lots or parcels of land within the district by apportioning that amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

According to Section 22573, the net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

PART E

This part contains a list of the County of Los Angeles Assessor's parcel numbers, and the net amount to be assessed upon benefited lands within the Assessment District. A list of the names and addresses of the owners of real property within this Assessment District, as shown on the last equalized roll of the Assessor of the County of Los Angeles. The list is keyed to the records of the Assessor of the County of Los Angeles, which are incorporated herein by reference.

PART A
PLANS AND SPECIFICATIONS

The facilities, which have been constructed within the City of South Pasadena, and those which may be subsequently constructed, will be operated, serviced and maintained as generally described as follows:

DESCRIPTION OF IMPROVEMENTS
FOR THE CITY OF SOUTH PASADENA
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT
FISCAL YEAR 2014-15

The proposed improvements for Fiscal Year 2014-15 may be generally described as the continued maintenance and operation of streets and sidewalks within the Assessment District, including the construction, operation, servicing and maintenance of landscaping, lighting and appurtenant facilities, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services described as follows:

Landscaping and Appurtenant Facilities

Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk and curb and gutter maintenance adjacent to street trees, and appurtenant facilities, in public street and sidewalk rights-of-way, including parkways, medians and dedicated easements within the boundary of said Assessment District.

Lighting and Appurtenant Facilities

Poles, fixtures, bulbs, conduits, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide safety lighting and traffic signals in public street and sidewalk rights-of-way and easements within the boundaries of said Assessment District. Servicing of the Southern California Edison Company-owned lights shall be furnished by Southern California Edison Company or its successors or assignees and shall be adequate for the intended purpose. Rates for power and maintenance shall be authorized by the Public Utilities Commission, State of California.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing the general nature, location, and the extent of the improvements, are on file in the office of the City Clerk and are incorporated herein by reference.

PART B
ESTIMATE OF COST

The estimated cost of the construction, operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2014-15, as described in Part A, are summarized herein and described below. All costs include administration and utilities where applicable.

Street Lighting and Landscaping Maintenance Budget
Fiscal Year 2014-15

		<u>Local</u>	<u>City-Wide</u>	<u>Budget</u>
<u>I. Landscape Maintenance</u>				
Street Trees			\$288,700	\$288,700
Medians			\$64,000	\$64,000
Sidewalk Replacement			\$10,000	\$10,000
Subtotal			\$362,700	\$362,700
<u>II. Street Lighting</u>				
Operations				
Major Thoroughfare	60%	\$48,796	\$146,388	\$195,184
City Owned System	25%	\$81,327		\$81,327
Edison Owned System	15%	\$48,796		\$48,796
Subtotal		\$178,918	\$146,388	\$325,306
<u>III. Traffic Signals</u>				
			\$190,320	\$190,320
Total Budget		\$178,918	\$699,408	\$878,326
Other				
Capital Improvements		\$0	\$0	\$0
Reserves	50%	\$89,500	\$349,700	\$465,800
Fund Balance (credit)		(\$14,145)	(\$55,294)	(\$69,439)
TOTAL COSTS		\$254,273	\$993,814	\$1,274,687
Assessment Revenue FY 2014-15		\$160,631	\$729,679	890,310
Damage to City Property			\$10,000	\$10,000
TOTAL REVENUE		\$160,631	\$739,679	\$900,310
Estimated Operating Reserve FY 2014-15		(\$4,142)	\$95,565	\$91,423

The costs for street lighting on the major thoroughfares, which are the main travel-ways of the City, are estimated at approximately 60% of the Street Lighting budget. Additionally, it is estimated that approximately 25% of the total street lighting system cost is attributable to the City-owned system in the residential areas and approximately 15% is attributable to the Edison-owned lighting system in the residential areas.

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

PART C
ASSESSMENT DISTRICT BOUNDARY MAP
AND ASSESSMENT DIAGRAM

The boundaries of the District are coterminous with the boundaries of the City of South Pasadena. A diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District has been submitted to the office of the City Clerk of the City of South Pasadena, and is hereby made a part hereof by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles. The Assessor's maps and records are incorporated by reference herein and made part of this report.

PART D
ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals, parks and landscaping.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements.

The Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22547). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

Excepted from the assessment would be the areas of all publicly owned property in use in the performance of a public function. The City has made a determination to also exempt public utilities rights-of-way.

EQUIVALENT DWELLING UNITS

The Equivalent Dwelling Unit method uses the single family home as the basic unit of assessment. A single family home equals one Equivalent Dwelling Unit (EDU). Every other land-use is converted to EDU's based on an assessment formula appropriate for the City. Multi-family and condominium parcels are converted to EDU's based on the number of dwelling units on each parcel of land; Commercial and Industrial parcels are converted to EDU's based on the lot size of each parcel of land.

Single Family Residential. The single family parcel has been selected as the basic unit for calculation of the benefit assessments. This basic unit shall be called an Equivalent Dwelling Unit (EDU). Parcels designated as single family residential per the Los Angeles County land-use code are assessed 1 EDU.

Multiple Residential. Multiple family uses, as well as condominiums, are given a factor of .80 EDU per dwelling unit. Based on data from representative cities in Southern California, the multiple residential factor of 80 percent is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with population density per unit.

Commercial/Industrial. Commercial/Industrial properties are designated as commercial, industrial, recreational, institutional or miscellaneous uses per the Los Angeles County land-use codes. In converting improved Commercial/Industrial properties to EDUs, the factor used is the City of South Pasadena's average single family residential lot size of 7,500 square feet, or 5.808 dwelling units per acre. The Commercial/Industrial parcels will be assessed 5.808 EDU for the first acre or any portion thereof, and then 25% of 5.808 EDUs (1.4520) for every additional acre or portion thereof, as the utilization of that portion of non-residential property greater than one acre is reduced and will be treated as vacant land. The minimum number of EDUs per parcel will be 1 EDU.

Vacant Property. Vacant property is described as parcels with no improved structures. Property values in a community increase when public infrastructure is in place, improved, operable, safe, clean and maintained, all properties, including vacant parcels, receive benefits as this is the basis of their value. Based upon the opinions of professional appraisers, appraising current market property values for real estate in Southern California, the land value portion of a property typically ranges from 20 to 30 percent; in South Pasadena, we find that the average is about 50 percent. Additionally, the utilization of vacant property is significantly less than improved property and vacant property has a traffic generation rate of 0. Therefore, we recommend that vacant property be assessed at the rate of 25 percent of improved property.

Vacant Residential. Parcels defined as single family residential parcels which do not have structures on the parcels are assessed 25% of a single family dwelling. The parcels will be assessed 0.25 EDU per parcel.

Vacant Non-Residential. Parcels defined as parcels which are not single family residential and which do not have structures on the parcel are assessed based upon the acreage of the parcel. The parcels will be assessed at the rate of 25% of the developed non-residential properties, or 1.4520 EDU per acre or any portion thereof, with a minimum of .25 EDU per parcel.

Landlocked parcels and small parcels vacated by the City are not assessed; nor are public streets, public properties, utility easements, right-of-way, public schools, public parks, and common areas. These are all exempt parcels.

The land-use classification for each parcel has been based on the Los Angeles County Assessor's Roll.

BENEFIT DETERMINATION

There are two types of benefits: City-wide Benefits and Local Benefits.

Benefits which are received by all parcels in the City are considered to be City-wide Benefits, and the associated costs of these benefits are spread equally, based on Equivalent Dwelling Units, to all parcels within the District. Citywide Benefits enhance the value of all properties within the District.

LANDSCAPING

- The City maintains trees and miscellaneous shrubbery throughout the City. The trees and shrubbery are located within the public street and sidewalk rights-of-way, including in medians and parkways. These trees and shrubbery provide an aesthetically pleasing environment, shade, beautification, and according to some authorities, air purification and sound attenuation. These positive attributes increase the desirability of all properties throughout the City.

All parcels in the City receive benefit from the landscaping maintenance funded by the District. This includes the maintenance of street trees and leaf debris removal, sidewalk, curb and gutter repair adjacent to trees throughout the City, medians on Huntington Drive, Monterey Avenue and Fair Oaks. The City costs to administer these programs are also considered a citywide benefit. Trees and landscaping, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increases property value.

LIGHTING

- The proper functioning of street lighting and traffic signals is imperative for the welfare and safety of the public and property throughout the City. Proper maintenance and servicing of the street lighting system benefits properties within the District by providing proper illumination for ingress and egress and safe traveling at night. Properties within the District also benefit from the proper functioning of the District's traffic signal system. Proper operation of the streetlight and traffic signal systems is imperative to public convenience, orderly traffic flow, enhanced congestion management and safety. Improved security, fuel conservation, protection of property from crime and vandalism, and reduction of traffic accidents, are special and direct benefits to all properties within the City; lighting benefits are directly related to public safety and property protection and therefore increase desirability and property values. The City costs to administer the improvements are also considered a benefit to all properties.

Street lighting on the major thoroughfares and traffic signals are considered city-wide benefits, as all property in the City derive benefit from the convenience, safety and protection of people and property they provide. It is estimated that 75% of the Major Thoroughfare Street Lighting budget and 100% of the Traffic Signal budget are attributable as citywide benefits, and are assessed to all parcels in the District. The City costs to administer these programs are also considered a citywide benefit.

Zones of Benefit

There are four types of local lighting benefits within the City associated with the intensity or degree of illumination provided within the various sections of the District. These costs vary with the type of street, spacing of streetlights and owning agency. These zones of benefit are described below:

- **Zone 1** - This zone consists of all property which is adjacent to the major thoroughfares in the District. 25% of the Major Thoroughfare Street Lighting budget is considered to be a local benefit attributable to these properties.
- **Zone 2** - This zone consists primarily of residential property which is served by the City-owned street lighting system.
- **Zone 3** - This zone consists primarily of residential property which is served by the Southern California Edison Company-owned street lighting system.
- **Zone 4** - This zone consists of parcels which do not have a local street lighting benefit and therefore receive only the citywide benefit.

SUB-ZONES

A system of sub-zones has been developed to classify the different land use types in the City. Those sub-zones, with their equivalency factors, are shown below:

Sub-Zone Category	Basic Unit		Recommended EDU Factor	EDU Rates
0. Exempt			0.00	
1. Single Family Residential (SFR)	1 D.U.	x	1.00	= 1.0 EDU/DU
2. Multiple Family Residential and Condominiums	1 D.U.	x	0.80	= 0.8 EDU/DU
3. Commercial/Industrial	1 Acre	x	5.81	= 5,808 EDU/Ac
Based on the average size for SFR lots in the City of 7,500 SF which equals 5.808 Dwelling Units / Acre			1.45	= 1.452 EDU/Ac after the first acre
4. Vacant SFR	1 Parcel	x	0.25	= 0.25 EDU/parcel
5. Vacant Non-SFR	1 Acre	x	1.45	= 1.452 EDU/Ac (min. .25 EDU/parcel)

INVENTORY OF PARCELS

The following information was obtained from the Los Angeles County Assessor's Roll, Assessor's Parcel Maps, and the City of South Pasadena's Planning Department.

Land-Use	Parcels	Dwelling Units (DU's)	Acres
0. Exempt	-	n/a	n/a
1. Single Family Residential (SFR) Parcels	4,081	4,081	n/a
2. Multi-Family Residential Parcels	2,312	6,474	n/a
3. Commercial/Industrial	327	n/a	124.44
4. Vacant Residential Parcels	132	n/a	n/a
5. Vacant Commercial/Industrial Parcels	142	n/a	2.98
Totals:	6,994	10,555	127.42

The distribution of EDUs per Zone is as follows:

Zone	EDU's
1	1,851.05
2	2,048.61
3	5,940.91
4	399.10
Total:	10,239.66

ASSESSMENTS

The estimated costs shown in Part B of this report have been allocated to the zones as shown below.

CITYWIDE BENEFITS

All parcels within the City receive the city-wide landscaping and lighting benefits. The assessments associated with these are therefore calculated as follows:

Street Trees	\$288,700			
Medians	\$64,000			
Sidewalk Replacement	\$10,000			
Major Thoroughfare Lighting *	\$146,388			
Traffic Signals	\$190,320			
Capital Improvements	\$0			
Reserves	\$349,700			
Fund Balance	(\$55,294)			
Total to City-wide Benefit	\$993,814			
City-wide EDU	÷	10,240		
Calculated Rate per EDU	\$97.06	\$71.26	Assessment	Rate Limit

* Approximately 75% of Major Thoroughfare Lighting Budget

LOCAL BENEFITS

In addition to the city-wide benefit assessment, those parcels located within Zones 1, 2 and 3 receive an additional local benefit which is calculated as follows:

	Zone 1	Zone 2	Zone 3	Zone 4
Major Thoroughfare Lighting *	\$48,796	\$0	\$0	\$0
City Owned System	\$0	\$81,327	\$0	\$0
Edison Owned System	\$0	\$0	\$48,796	\$0
Reserves	\$24,409	\$40,682	\$24,409	\$0
Fund Balance	(\$3,858)	(\$6,430)	(\$3,858)	\$0
Total to Local Benefit :	\$69,347	\$115,579	\$69,347	\$0
EDU in Zone ÷	1,851	2,049	5,941	399
Calculated Rate per EDU	\$37.46	\$56.42	\$11.67	\$0.00

* Approximately 25% of Major Thoroughfare Lighting Budget

ASSESSMENT RATE SUMMARY

The following tables indicate the rates per EDU for each zone as calculated based on the Fiscal Year 2014-15 proposed budget. The actual rates per EDU to be assessed for each zone are unchanged from Fiscal Year 2013-14.

	EDU	Fully Funded Assessment Rates			Assessed 14-15 Rate
		Local	City-Wide	Total	
Zone 1	1,851	41.63	97.06	138.68	97.12
Zone 2	2,049	62.69	97.06	159.74	104.09
Zone 3	5,941	12.97	97.06	110.02	78.92
Zone 4	399	-	97.06	97.06	71.26
Total EDU	10,240				

	EDU	Assessment Rate Limits			Assessed 14-15 Rate
		Local	City-Wide	Total	
Zone 1	1,851	25.85	71.26	97.12	97.12
Zone 2	2,049	32.83	71.26	104.09	104.09
Zone 3	5,941	7.66	71.26	78.92	78.92
Zone 4	399	-	71.26	71.26	71.26
Total EDU	10,240				

PART E
PROPERTY OWNER LIST AND
ASSESSMENT ROLL

The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for City of South Pasadena, Street Lighting & Landscaping Maintenance District, Fiscal Year 2014-15", which exhibit is incorporated by reference herein and is on file in the Office of the City Clerk.

The Assessment Roll lists all parcels within the boundaries of the District as shown on the Assessment Diagram, Part C herein, and on the last equalized roll of the Assessor of the County of Los Angeles, which is by reference made part of this report.

A list of names and addresses of the owners of all parcels within this District is shown on the last equalized Property Tax Roll of the Assessor of the County of Los Angeles, which by reference is hereby made a part of this report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the office of the City Clerk of the City of South Pasadena.

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ATTACHMENT 3
Notice of Publication

W L E G A L S

RESOLUTION NO. 7350

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE AN ANNUAL LEVY AND COLLECTION ASSESSMENTS FOR 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 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

WHEREAS, the City Council of the City of South Pasadena, previously formed a Street Lighting and Landscaping Maintenance District pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as the City of South Pasadena Lighting and Landscaping Maintenance District (District); and

WHEREAS, at this time, this City Council desires to conduct proceedings to provide for the annual levy of assessments for Fiscal Year (FY) 2014-15 to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

WHEREAS, City Council approved the Engineer's Report (Report) as required by law, and the City Council desires to conduct the proceedings for said annual levy.

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

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the public interest and convenience requires, and it is the intention of the City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said District as said area is shown and delineated on a map as previously approved by this City Council and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Report, incorporated herein as part hereof.

SECTION 3. REPORT. That the Report regarding the annual levy for said District, which Report is for maintenance for the FY 2014-2015, is hereby approved and is directed to be filed in the Office of the City Clerk.

SECTION 4. ASSESSMENT. That the public interest and convenience requires, and it is the intention of the City Council to order the annual assessment levy for the District as set forth and described in said Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expense of said maintenance and improvement as estimated in said Report.

SECTION 5. DESCRIPTION OF MAINTENANCE. The assessments levied and collected shall be for the maintenance of certain street lighting and landscaping improvements, as set forth in the Report, referenced and so incorporated herein.

SECTION 6. The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the County Treasurer for purposes of paying for the costs and expenses of said District.

SECTION 7. SPECIAL FUND. That all monies collected shall be deposited in a special fund known as the "SPECIAL FUND CITY OF SOUTH PASADENA, LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT." Payment shall be made out of said fund only for the purpose of provided for in this resolution and in order to expedite the making of this maintenance and improvement, the City Council may transfer into said funds as it may deem necessary to expedite the proceedings. Any funds shall be repaid out of the proceeds of the assessments provided for in this resolution.

SECTION 8. BOUNDARIES OF DISTRICT. Said contemplated maintenance work in, in the opinion of this City Council, of direct benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon District, which District said City Council hereby declares to be the further assessed to pay the costs and expenses thereof. Said District shall include each parcel of land within the boundaries of said District as shown on the map as approved by this City Council and on file in the Office of the City Clerk and so designated by the name of the District.

SECTION 9. PUBLIC PROPERTY. Any lots or parcels of land known as public property, as the same are defined in Section 22663 of Division 15, Part 2 of the Streets and Highways Code of the State of California, which are included within the boundaries of the District, shall be omitted and exempt from any assessment to be made under these proceedings to cover any of the costs and expenses of said improvement and maintenance work.

SECTION 10. PUBLIC HEARING. NOTICE IS HEREBY GIVEN THAT WEDNESDAY, THE 2ND DAY OF JULY, 2014, AT THE HOUR OF 7:30 PM, AT THE REGULAR MEETING OF THE SOUTH PASADENA CITY COUNCIL, IN THE AMEDEE O. "DICK" RICHARDS, JR. COUNCIL CHAMBERS, 1424 MISSION STREET, SOUTH PASADENA, CALIFORNIA 91030, IS THE TIME AND PLACE FIXED BY THE CITY COUNCIL FOR THE PUBLIC HEARING ON THE ANNUAL LEVY OF ASSESSMENTS.

SECTION 11. NOTICE. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this resolution in a newspaper of general circulation within said City, said publication shall be not less than ten (10) days before the date set for said Public Hearing.

SECTION 12. That the City Clerk is further directed to cause a copy of the Resolution of Intention to be posted upon the official bulletin board customarily used for the posting of notices.

SECTION 13. That this resolution shall take effect immediately upon its adoption.

SECTION 14. For any and all information relating to the proceedings, protect procedure, any documentation and/or information of a procedural or technical nature, the designated contact person is as follows:

Paul Toor, P.E., Director of Public Works
City of South Pasadena
1414 Mission Street, South Pasadena, CA
(626)403-7240

SECTION 15. 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 4th day of June, 2014.

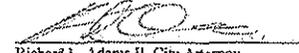

Marina Khubeshian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

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Evelyn G. Zechner, City Clerk
(seal)


Richard L. Adams II, City Attorney

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

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

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

COUNCIL AGENDA: July 2, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, P.E., Public Works Director 
Shin Furukawa, P.E., Deputy Public Works Director 

SUBJECT: **Consideration to Adopt Water and Sewer Capacity Charges,
and Consideration to Serve Properties Outside City Limits**

Recommendation

It is recommended that the City Council provide direction regarding:

1. Adopting water and sewer capacity charges; and
2. Providing new water and sewer services to properties outside City limits.

Fiscal Impact

If adopted, revenue generated from these fees will depend on the amount of development in the City and the actual fees adopted, but current estimates are approximately \$100,000 annually based on 10 equivalent dwelling units. If large planned multi-family developments such as Mission Place (School District Property), Monterey Hills Moffatt, 820 Mission Street (Abbott Labs site) and the Downtown Project are permitted, the revenue generated would be higher.

Commission Review and Recommendation

The adoption of capacity charges was recommended by the Finance Committee at its meeting of February 13, 2014.

Background

The City owns, operates and maintains a water utility service and a sewer collection system. Historically, the City has not been charging any capacity charges to these systems, but rather the costs of new connections by developments are subsidized by existing utility customers. Many cities and utility companies have adopted capacity charges to reduce costs of regular service to current customers through their rate payments.

Capacity charges are a type of development impact fee, and are also known as capacity buy-in fees or system development charges. They are one-time fees paid for making new physical connections to a system, or paid to increase the capacity of an existing utility connection. The proposed fees, if adopted, will require new developments to pay their fair share without burdening existing utility

Consideration to Adopt Water and Sewer Capacity Charges

July 2, 2014

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customers. A capacity charge is based on the new customer's proportionate share of existing and planned utility assets, including fixed assets and water rights. The Public Works Department contracted with Hoag Consulting in July 2013 to conduct a capacity charge study (Attachment 1).

PHL Monterey Hills Moffatt LLC (PHL) is the owner of five undeveloped lots on the south side of Moffatt Street, west of Maycrest Avenue, located in the City of Los Angeles, adjacent to the City of South Pasadena boundary. PHL has been told by the Los Angeles Department of Water and Power that their system lacks sufficient water pressure to be able to serve the proposed development. PHL subsequently approached the City of South Pasadena to see whether South Pasadena could and would be willing to provide water and utility service to the proposed development (Attachment 2).

Analysis

Capacity charges are calculated from the City's investment in the utility's infrastructure and the capacity of the system. Also included in the valuation are scheduled capital funding for facility rehabilitation and replacement projects, the value of the City's right to groundwater production (for water), and the net cash reserves from existing customers. Capacity charges should be updated periodically (recommended every five years) for additions to and retirements from the utility's fixed assets.

The proposed capacity charges are as follows:

<u>Water Capacity Charges</u>	
¾"	\$7,916
1"	\$19,789
1½"	\$39,578
2"	\$63,325
3"	\$126,649
>3"	to be determined by City Engineer

For upsizing of an existing water service, the fee is the difference between the existing and proposed meter sizes.

As shown on Table 6 of the fee study report (Attachment 2), the proposed water capacity charge is calculated as the sum of the following costs:

1. Estimated replacement cost of water system (less depreciation) divided by the number of equivalent 5/8" water meters (EM) in the City;
2. Estimated cost of water rights for additional water needed for a new equivalent service;
3. Estimated cost of future planned water capital projects divided by the number of equivalent services in the City; and
4. Estimated total value of cash reserves in the water account divided by the number of equivalent services in the City.

The proposed capacity charge for an equivalent service (5/8" meter) is then prorated based on meter capacities to determine the proposed capacity charges for larger meter sizes up to 3". Costs for meters larger than 3" shall be determined on a case by case basis by the City Engineer.

Sewer Capacity Charges
 \$2,094 per equivalent dwelling unit (EDU)

(1 EDU = 1 single family dwelling)

As shown on Table 8 of the fee study report, the proposed sewer capacity charge is calculated as the sum of the following costs:

1. Estimated replacement cost of sewer system (less depreciation) divided by the number of equivalent dwelling unit connections in the City;
2. Estimated cost of future planned sewer capital projects divided by the number of equivalent connections in the City; and
3. Estimated total value of cash reserves in the sewer account divided by the number of equivalent connections in the City.

The proposed capacity charge for an equivalent dwelling unit (single family home) is prorated for other types of connections such as multi-family housing or commercial connections.

Other cities that have their own water company charge these fees in various ways. Some cities include capacity charges into a single development fee (e.g., Monrovia). Other cities do not have capacity charges but instead include a surcharge onto their water rates (e.g., Pasadena). The following table compares the proposed fees to those of nearby cities:

Agency	¾"	1"	1.5"	2"	3"	Sewer
<i>South Pasadena (proposed)</i>	\$7,916	\$19,789	\$39,578	\$63,325	\$126,649	\$2,094
Alhambra		\$2,657	\$3,772	\$4,380	\$5,699	varies
Azusa	\$1,843/EDU (\$1,182/EDU for multi-family)					
Burbank	\$608	\$960	\$1,813	\$2,730	\$4,800	\$814
Sierra Madre	\$638	\$2,909	\$4,280	\$5,033		\$308

The proposed fees are based on the nexus study prepared by the rate consultant in compliance with Assembly Bill 1600. However, the City Council may choose as a matter of policy not to recover all eligible costs through its capacity charges in order to facilitate economic development.

The City Council is also requested to provide direction whether to provide new water and sewer services to properties located outside the City boundaries. A specific request has been received by PHL to serve five lots on the south side of Moffatt Street, in the City of Los Angeles. Preliminary findings indicate that South Pasadena's water and sewer systems have the capability and capacity to

Consideration to Adopt Water and Sewer Capacity Charges

July 2, 2014

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provide services to the proposed development. A formal water hydraulic model and a sewer capacity study will be required to confirm that is indeed the case. However, the matter at hand is simply to make a policy decision of whether the City is willing to provide utility services to these properties located outside the City.

There are approximately 40 properties outside the City that are currently being served by the City's Water Department. These homes are located on Garfield Ave., San Ramon and Oak Hill Pl. To the best of staff's knowledge, there are less than 5 properties outside the City that currently discharge into the City's sewer system.

Legal Review

The City Attorney has reviewed the fee study.

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*. Notices were also mailed to certain developers who have previously expressed interest in developing larger projects within the City.

Attachments:

1. Fee Study
2. Letter from PHL

ATTACHMENT 1
Fee Study

DRAFT MEMORANDUM

October 24, 2013

**Subject: City of South Pasadena
New Connection Charges and Outside-City Surcharges**

To: Paul Toor, Director of Public Works
Shin Furukawa, Deputy Public Works Director

From: Grant Hoag, P.E.

The purpose of this draft memo is to document my study of the City of South Pasadena connection charges (fees) and outside-city surcharges. The City of South Pasadena Department of Public Works contracted with Hoag Consulting, LLC on July 15, 2013 to prepare water and sewer utility connection fees for new utility customers and to develop outside-city surcharges to be billed to City utility customers located outside of the City limits.

This memo is divided into the following sections:

1. Executive Summary
2. Background, Calculation Methodology and Legal Issues
3. Technical Analysis, Findings and Recommendations
4. Analysis Information Sources
5. Glossary
6. Tables and Appendices

1.0 Executive Summary

Connection fees are a type of development impact fee, and are also known as a capacity buy-in fees and system development charges. These one-time fees are solely for developers making new physical connections to a system, or developers increasing the capacity requirements of an existing utility connection. The benefit of the fee to the City is to help assure that community growth pays for itself without burdening the existing utility customers. The connection fee is calculated from the City's investment in the utility's infrastructure and the capacity of the system. Also included in the valuation is scheduled capital funding requirements for facility rehabilitation and replacement projects, the value of the City's right to groundwater production (for the water utility), and the net cash reserves created from the existing customers. The connection fees can be adjusted annually by an inflationary index, and should be updated every five years for additions to and retirements from the utility fixed assets.

Outside-city surcharges are billed to utility customers located outside of the city limits. The main benefit of the surcharge is to help assure that utility customers outside of the City do not receive the benefits of low-cost utility services provided to inside-City customers. The outside-city surcharge is calculated from the difference between (a) the capital cost element of inside-city charges (debt service and pay-as-you-go project expenditures from net revenues), and (b) a reasonable rate of return on the system infrastructure that would be billed by a for-profit utility. The outside-city surcharge should be updated frequently, as the mix of capital and operating costs will change with the large CIP program currently underway.

1.1 Recommended Connection Fees

The recommended water connection fee is \$7,916 for the City's smallest 5/8" by 3/4" water meter, the most common household connection. This meter size is also described as the Equivalent Meter (EM). Based on water meter capacities, a 1 inch meter should have a \$19,789 connection fee, and a 1 ½ inch meter a \$39,578 connection fee. An existing customer seeking a larger water meter should pay the difference in fees between their existing and their requested meter.

The recommended sewer connection fee is \$2,094 per dwelling unit. This standard unit of sewer discharge capacity is also referred to as an Equivalent Dwelling Unit (1.0 EDU).

1.2 Recommended Outside-City Surcharges

The recommended Outside-City Surcharge for water service is 20 percent, to be billed in addition to (on top of) the bimonthly water service bill. The recommended Outside-City Surcharge for sewer service is 22 percent.

2.0 Background, Calculation Methodology and Legal Issues

This section describes the Background, Calculation Methodology and Legal Issues of the Study.

2.1 Background

The City of South Pasadena operates a water utility service and a sewer collection system. Water is produced from adjudicated groundwater rights and from supplies purchased from the Main San Gabriel Basin Watermaster, and sewage is conveyed to Los Angeles County Sanitation District interceptors or City of Los Angeles interceptors for treatment and disposal. The City's sewer system has no facilities related to the strength of wastewater or the cost of its treatment and disposal; the sanitation district charges customers for treatment and disposal on their individual property tax bills.

Connection Fees. The City is nearly built-out, but continues to have small infill or densification-related development requiring up to five new utility connections per year. Currently, the City does not charge a water or sewer connection charge, so developers pay only for the out-of-pocket costs of connecting a service into the City's existing water distribution system and/or constructing a lateral into the sewage collection system. A connection charge is based on the new customer's proportionate share of existing and planned utility assets, including facilities and water rights, and is used by many cities and most utility districts to reduce the costs of regular service to current customers through their rate payments. Regional wastewater treatment providers such as the Los Angeles County Sanitation District, charge developers a connection fee separate from the City's charges.

Outside-City Surcharges. An outside-city surcharge provides the mechanism for charging utility customers the full cost of service so that they do not benefit from the discounted services offered within the City. The City's water and sewer utility rates are based on minimizing rate-based revenues so that net revenues cashflows are just sufficient for essential capital expenditures, bond coverage and maintaining cash reserves at target levels. This process results in lower rates than if a rate of return on invested City capital assets been included. The justification for using this rate-setting approach for inside-city customers is that the residents and business will have more benefit from lower utility charges than the City could have from a profit in running a utility service. However, the justification is valid only for residents and business within the City, and does not apply to customers outside-City limits receiving City services. For those outside-city customers, the city should be able to make a reasonable return on the city investment in the cost of providing utility services. Otherwise, the City has the right to invest its capital elsewhere for the betterment of its residents rather than providing outside-city services.

2.2 Calculation Methodology

Connection Fees. A connection charge is based on the facilities cost of available system capacity, and does not include annual costs of operations or maintenance. Buy-in connection fees are based on the net unit value the system assets. In this study, the net values are calculated from the estimated replacement cost of current fixed assets less depreciation, plus cash reserves. The replacement costs of fixed assets are based on their recorded historical costs at the estimated year of service escalated to the current replacement cost per the Engineering News Record Construction Cost Index (ENRCCI) for the Los Angeles region. In addition, the values of the scheduled capital improvement plan projects are included in the projected asset values. The unit value of a system is the total system value divided by the buildout capacity of the system, as defined by the total water equivalent meters (EMs) or sewer equivalent residential units (ERUs) for an average single family dwelling customer.

A new service connection to the water system also increases the loading on the City's sewer system, and both water and sewer connection fees should be charged. Exceptions exist for irrigation accounts that have no sewer connections and for boundary line parcels within the City having utility services delivered by another agency.

The technical analysis of the connection fees for the water and the sewer utility is conducted in three steps.

1. **Evaluate Facility Values.** Facility values are based on fixed asset values and proposed capital improvement program (CIP) costs. Also, utility cash reserves are included while minor assets (such as vehicles) are excluded. Connection charges calculated using the buy-in basis are based on the original cost less depreciation (OCLD) of fixed assets, commonly defined as the book value. These values are increased to the replacement cost new less depreciation (RCNLD) of the same assets using ENRCCI inflationary escalations to recognize the value of a facility at the time a developer seeks to connect. The estimated value of water rights is also included in the water connection fee.
2. **Evaluate System Capacities.** System-wide capacity values are identified in this task using system capacities, as represented by projected equivalent water meters (EMs) for a single family dwelling and sewer system Equivalent Dwelling Units (EDUs). The capacity of each utility is based on the projected number of customers by the year 2020. Based on available data, the EMs are calculated from the different flow capacities by meter size, while the EDUs are based on the 2012 sewer system rate-based revenues. All other water meter sizes and sewer connections can be defined as a ratio of the 1.0 EM or 1.0 EDU, with the total system capacity is defined as the sum of all units.
3. **Determine the Unit Connection Charge.** The facility values are divided by the system capacities to determine the unit connection charge rates. The recommended water

connection charges are defined for each meter size. Multi-family dwelling sewer connections are provided the same capacity as single family dwellings.

Outside-City Surcharges. The basis for outside-city surcharges is the difference between the capital cost element of current inside-city bimonthly service charges (debt service and pay-as-you-go project expenditures from net revenues), versus the full costs of service for capital-related system costs. These capital-related costs include a reasonable rate of return on the investments in undepreciated system infrastructure plus the annual depreciation on system assets. The technical analysis of the outside-city surcharges is conducted in three steps.

1. Evaluate the Capital Portion of Current Rate-based Revenues. Using the current water and sewer rate study reports, identify the capital element and the total annual rate-based revenues for each utility.
2. Full Capital-related Costs. Identify the full capital-related costs based on the estimated annual original cost of depreciation for each utility, and an annual rate of return value of the OCLD value of the assets, using the estimated interest rate on the City's future municipal bonds.
3. Calculate the Surcharge. Based on the net difference between the full cost of capital and the actual level of capital-related rate-based revenues, identify a surcharge rate to apply to the charges of outside-city customers.

2.3 Legal Issues

The legal issues affecting the calculation of connection fees and outside-surcharges, as understood by Hoag Consulting, are described below. Hoag Consulting does not practice law; the following descriptions are limited to our understanding of the effect of laws and legal precedents on California rate-making methodologies. The City must rely on legal counsel skilled in these subjects and knowledgeable of current court findings to validate the appropriateness of our findings and recommendations.

Connection Fees. California Government Code Section § 66000 et seq, commonly referred to as AB 1600, addresses development impact fees (including connection fees) and codifies their legal requirements. AB 1600 applies to all local agencies in California, including all general law and charter cities. Development impact fees help fund a host of community services including roads, schools utilities and parks. However, water and sewer connection charges are treated differently than other fees, and are not subject to the findings and accounting requirements contained in §§ 66000-66009. However, connection fees are subject to the provisions of Sections 66013 (basis), 66016 (notice), 66022 (legal challenge), and 66023 (audits).

Government Code Section 66013 applies to the calculation of water and sewer connection charges. These are charges for public facilities in existence or to be constructed that are of proportional

benefit to the person or property being charged, including water supply contracts and real property. Section 66013(a) provides that:

Notwithstanding any other provision of law, when a local agency imposes charges for water connections or sewer connections, or imposes connection charges, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed.

The charge can be based on an estimate of reasonable costs, and does not specify how to arrive at that estimate. Historic values adjusted for inflation, book values, appraised values or other means may be used, provided that the resulting estimation is reasonable and a nexus exists between the adopted charge and the costs. Also, inflation adjustments are commonly used by public agencies to reflect changing costs to ensure that new customers pay their fair share no matter when they pay. Government Code § 66013(b)(3) places a ceiling on the costs that may be recovered through the connection charge, but not a floor – the City may choose as a matter of public policy to not recover all eligible costs in its connection fees. Also, the fact that the City has not, in the past, had a fee does not bar the City from creating one.

Outside-City Surcharges. The basis of outside-city services was defined by the California Supreme Court in *Hansen v. City of San Buenaventura* (1986) 41 Cal.3d 1172, 1180–81. The Court upheld Ventura’s calculated 70 percent surcharge on out-of-city customers, reasoning that the City was entitled to a reasonable rate of return on its capital investment in the utility system. The Court found that the fact that nonresident customers were subject to a higher service rate than those residing within the city limits did not prove the rates were unreasonable. This demonstrated that utility rates need not be based purely on costs, and that a city need not provide a service to nonresident customers without an opportunity to recover a reasonable rate of return.

3.0 Technical Analysis, Findings and Recommendations

The technical analysis consists of ten calculation tables and Appendices A through H developing the value of water pipelines. This section describes each table and the information supported in the appendices.

3.1 Table 1: Water Utility Accounts

This table projects the build-out capacity of the water system. Because the City is nearly built-out, and remaining growth from densification and in-fill on empty lots is offset by future water conservation, this capacity is estimated to be 7 percent above the current number of customers by meter size. Using standard water industry convention, the build-out system capacity is represented in equivalent 5/8" by 3/4" water meters (EM). As shown in the table, the EM value is derived from the number of water meters by size, times the capacities of those meters.

A build-out capacity value of 15,358 EMs for the water system is used as the denominator for the unit value of the system calculated in Table 6. Also listed is the current water use of 0.29 AFY per EM (262 gpd), which is used as the denominator in Table 6 to determine the unit cost of new water supplies.

3.2 Table 2: Sewer Utility Accounts

This table projects the build-out capacity of the City's sewer system. Like the water system, it is based on the projected year 2020 estimated sewer utility accounts; the capacity is represented by equivalent dwelling units (EDU). These estimates are based on the 2010 RFC sewer rate study, which provided year 2015 projected accounts; the 2020 number of accounts is projected to be 5 percent over the number of accounts estimated for 2015. The EDUs are based on current sewer service charge ratios among the three different sewer classes. The EDUs excluded water services that are not discharging to sewers, such as those used for landscape irrigation.

A build-out capacity value of 9,376 EDUs is used as the denominator for the unit value of the sewer system calculated in Table 8.

3.3 Table 3: Water Utility Fixed Assets

This table develops the value of the water utility fixed assets. The values are based on the City's records of water utility fixed assets for wellsites, pump stations, reservoirs, transmission and distribution pipelines, meters and other appurtenances that are part of an urban water utility. Retired assets are not included in the table. Much of the water distribution system built as early as 1923 remains in use today, and the estimated service life of these ductile iron pipelines is set to 110 year based on the guidelines established by the American Water Works Association in 2010 for Western USA utilities. The City Department of Public Works estimates of asset service lives are based on best available information for asset management such as condition assessment and

valuations. The City Department of Finance uses a standard service life of 50 years for CAFR-based GASB 34 depreciation calculations and accounting purposes; that value is not utilized in this Study.

The City's Department of Public Works records of the length, diameter and type of pipelines in use today is accurate, but the original cost of many of the older distribution pipelines is unavailable in the fixed asset records. Therefore, these original values are estimated from the current replacement costs deflated to the estimated year of service, as developed in Appendices A through H of this report. As shown in the table, the original cost of each water asset is depreciated against its estimated service life to determine the original cost less depreciation. Several of the assets currently in service that have exceeded their planned service lives are estimated to have a remaining life of 20 percent of their normal service age. The system value to today's customers is represented in the cost to replace the assets, as defined by the replacement cost estimated from the increase in construction costs between the year the asset was placed into service and today. That value, less depreciation on the asset, equals the total replacement cost less depreciation (RCLD) value of the water utility fixed assets.

As used in Table 6, the water utility fixed asset RCLD value as of 2013 is \$51.4 million. Also shown is the annual depreciation of the assets of \$477,000, based on the asset's original cost less depreciation of \$20.6 million; in contrast, the June 2012 City CAFR lists water utility "noncurrent Capital Assets – net of accumulated depreciation" at \$18.9 million, and the annual depreciation at \$125,000. The calculated values shown in the table are used in Table 9 to determine the surcharge for outside-city water customers

3.4 Table 4: Wastewater Utility Fixed Assets

These values are based on the City's Public Works Department fixed asset records of collection system pipelines and manholes from FY2010-11; city sewage is discharged the Los Angeles County Sanitation District or the City of Los Angeles. Retired assets are not included in the table. As shown in the table, the original cost of each sewer asset is depreciated against its estimated service life to determine the original cost less depreciation. The system value to today's customers is represented in the cost to replace the assets, as defined by the replacement cost estimated from the increase in construction costs between the year the asset was placed into service and today. That value, less depreciation on the asset, equals the total replacement cost less depreciation (RCLD) value of the sewer utility fixed assets.

As used in Table 8, the fixed asset RCLD value as of 2013 is \$9.6 million. Also shown is the annual depreciation of the assets of \$54,000, based on the asset's original cost less depreciation of \$2.0 million. These values are used in Table 10 to determine the surcharge for outside-city water customers.

3.5 Table 5: Capital Improvement Plan Projects

Capital projects projected for construction in the five years from 2013 to 2017 for both the water and the sewer utilities are identified in this table. These values come from the City's Department of Public Works Engineering Division. Also provided are the projected annual asset depreciation amounts associated with these new assets. The projected additional fixed assets from these projects are added to the existing current fixed assets to fully account for all system fixed assets over the five year projection period. The annual depreciation is added to the existing depreciation for the same reason.

Therefore, the projected project costs of \$59.4 million in water system projects and \$12.3 million in sewer system projects are used in Tables 6 and 8 for the water and sewer connection fee calculations, respectively. The annual depreciation in FY 2012-13 and 2013-14 totaling approximately \$367,000 and \$99,000 for water and sewer, respectively, is added to the current utility depreciation for calculating the outside-city surcharges in Tables 9 and 10.

3.6 Table 6: Water System Connection Fee Recommendation

This table develops the unit water system connection fee recommendation. As shown in the table, there are four different asset types included in the fee basis. All are valued in current 2013 dollars, and are identified as unit costs by dividing the total asset by its capacity. The asset types are:

- 1) Existing Fixed Assets divided by Buildout Capacity;
- 2) Water Rights Value for Groundwater per New EM Connection;
- 3) Capital Improvement Costs per Buildout Capacity; and
- 4) Net Cash Reserves divided by Current Customer Base.

Fixed Asset Value. The existing fixed assets are valued in replacement cost less depreciation, and are divided by the estimated system buildout demand, which represents the system capacity.

Water Rights Value. The City currently has water demands from existing customers that exceeds the City's water rights; every new customer increases the volume of water which must be leased for other local water agencies at a rate of \$640 per AF in 2012. Therefore, new water customers should provide new water production rights so that the City will not have to pay for additional supply, or should contribute to the City the equivalent of the right in perpetuity to produce local groundwater. As calculated in the table, a lease rate of \$640 per AFY in perpetuity at a 5 percent annual cost of borrowing equals a one-time cost of \$3,200. Currently, the average water demands per 1.0 EM is 0.29 AFY, so the cost of 0.29 AFY of new water supply is \$937.

Projected Capital Improvement Costs. The \$59.4 million in new capital projects for the water system are for system improvements, and will not create additional system capacity; the unit value of the CIP costs to be completed by 2020 is \$3,874. However, that value in 2013 dollars is a smaller

\$3,105; when a new customer contributes this share to the upcoming capital projects, the existing City customers will not be funding the facilities to be used by new customers.

Net Cash Reserves. The water utility had net cash reserves excluding bond proceeds at the beginning of FY2013 of \$7.6 million. These cash assets were generated solely from existing customers, and an equal amount is required from new accounts seeking to buy-into the existing system.

Recommendations. As shown, we recommend that the water system connection fee in 2013 dollars is \$7,916 per EM. In the following Table 7, this value is used to determine the connection fees per differing water meter sizes.

3.7 Table 7: Water Utility Connection Fees by Meter Size Recommendation

The City has water services for the smallest 5/8" by 3/4" meter (equal to the standard 1.0 EM connection) up to 4 inch water meters. Therefore, the water connection fee for new accounts should be based on the amount of capacity each customer requires from the water system, and can be set to the size of the different water meters. However, for the rare water meter installation above 3 inches, the unique characteristics of the new customer's water demands should be taken into account by the City Engineer in determining an equitable connection fee; these estimated demands can be compared to the water demands of 1.0 EM listed previously in Table 1 to estimate an appropriate fee.

Private Fire Services. Private fire services do not require water demands beyond those allocated to public fire hydrants serving those customers; rather, private fire services suppress the rate of spread of a fire, increasing the allowable response time for firefighting. To avoid double charging of City costs when installing new fire service connections, the fee should be based on the City's incremental costs of administration and management of the accounts, and not the meter capacity.

Recommendations. As shown in the table, the recommended water connection fees range from \$7,916 for the smallest 5/8" by 3/4" meter to \$126,649 for a 3 inch water meter.

3.8 Table 8: Sewer Utility Connection Fees Recommendation

This table develops the unit sewer system connection fee. It is based on the buy-in cost (or value) of the sewer utility assets available for new customers when they connect into the system, divided by the capacity (in equivalent dwelling units or EDUs) of the different assets. As shown in the table, there are three different asset types that a new sewer customer buys into. All are valued in current 2013 dollars, and are identified as unit costs by dividing the total asset by its capacity:

- 1) Existing Fixed Assets divided by Buildout Capacity;
- 2) Capital Improvement Costs per Buildout Capacity; and
- 3) Net Cash Reserves divided by Current Customer Base.

The existing fixed assets are valued in replacement cost less depreciation at \$9.6 million, and are divided by the estimated system buildout demand, which represents the system capacity. The \$12.3 million in new capital projects for the sewer system are for system improvements, and will not create additional system capacity; the unit value of the CIP costs to be completed by 2020 is \$1,317. However, that value in 2013 dollars is a smaller \$1,056; when a new customer contributes this share to the upcoming capital projects, the existing City customers will not be funding the facilities to be used by new customers. Finally, the sewer utility has negligible net cash reserves in FY 2013.

Recommendations. As shown, we recommend that the total sewer system connection fee in 2013 dollars is \$2,094 per single family dwelling (1.0 EDU). Commercial customers, whose discharges to the system necessitate differing capacity allocations, should be charge based on their unique requirements. The actual discharges per 1.0 EDU is unknown, but can be estimated at approximately 160 GPD; commercial connection fees are based on a ratio of their estimated discharge level to the discharge per 1.0 EDU.

3.9 Table 9: Recommend Outside-City Surcharge on Water Utility Bills

This table develops the outside-city surcharge to be billed to any water utility customer outside the city limits served by the City. The table calculations are divided among several steps:

- The projected FY 2013-14 rate-based revenues are identified;
- The capital-related portion of the revenues is estimated;
- The projected depreciation is calculated;
- A rate of return on the City's water assets is calculated;
- The annual capital-related cost is the annual depreciation and rate of return on assets;
- The actually billed capital-related costs are subtracted from the total capital-related costs to determine the additional capital-related costs to be recovered from outside-city customers; and
- The net additional cost is divided by the total rate-based revenues to identify a surcharge rate to be added to the bills of outside-city customers.

As shown, starting in FY 2013-14 there is an additional \$1.8 million per year in unrecovered capital-related costs that are not billed to customers, in addition to the projected \$0.9 million in capital-related water service charges that will be billed to customers within the \$9.0 million in total annual charges.

Recommendation. Based on this finding, we recommend that a 20 percent outside-city surcharge be billed to all water accounts outside the city limits.

3.10 Table 10: Recommended Outside-City Surcharge on Sewer Utility Bills

This table develops the outside-city surcharge to be billed to any sewer utility customer served by the City who is outside the city limits. The table calculations are divided among several steps:

- The projected FY 2013-14 rate-based revenues are identified;
- The capital-related portion of the revenues is estimated;
- The projected depreciation is calculated;
- A rate of return on the City's sewer assets is calculated;
- The annual capital-related costs is the depreciation and rate of return on assets;
- The capital-related costs actually billed are subtracted from the total capital-related costs to determine the additional capital-related costs to be recovered from outside-city customers; and
- The net additional cost is divided by the total rate-based revenues to identify a surcharge rate to be added to the bills of outside-city customers.

As shown, in FY 2013-14 there is an additional \$258,000 per year in unrecovered capital-related costs that are not billed, in addition to the \$239,000 in capital-related charges within the total annual customer bills of \$1.2 million.

Recommendations. Based on this finding, we recommend that a 22 percent outside-city surcharge be billed to all outside-city sewer service customers.

4.0 Analysis Information Sources

The City's water and sewer connection charges and outside-city surcharges are based on the following information sources:

- City General Plan Housing Element, January 2012.
- RFC Wastewater Rate Study, December 15, 2010.
- RFC Water Budget Rate Study, October 16, 2012.
- Finance Department records for water system fixed assets and original values.
- Finance Department Water Utility Customer Account information.
- Public Works Department records for sewer system fixed assets and original values.
- Public Works Department Engineering Capital Improvement Plan for Construction Projects.
- City Comprehensive Annual Financial Report (CAFR).
- Engineering News Record Construction Cost Index for Los Angeles Region
- Recent City Pipeline Replacement Project Construction Costs, and City engineering, contract administration and inspection rates and surcharges
- Consultant-provided replacement cost tables for ductile iron pipelines and appurtenances, by diameter

5.0 Glossary

The technical terms and abbreviations used in the Study tables and documentation are:

Acct	Account	Hcf	Hundred cubic feet
Adj	Adjustment	ID	Inner Diameter
AF	Acre-feet volume	in.	Inch
AFY	Acre-foot per year	LF	Linear Foot
Alt	Alternative	MD	Maximum Day
Avg.	Average	MFD	Multi-family dwelling
AWWA	American Water Works Association	MGD	Million gallons per year
CAFR	Capital Annual Financial Report	MH	Maximum Hour
Cap	Capacity or Capital	Mi.	Mile
Ccf	Hundred cubic feet	Min	Minimum
CFS	Cubic feet per Second	Non-op	Non-operating
Chg	Charges	O&M	Operations and maintenance
CIP	Capital improvement program	OCLD	Original Cost Less Depreciation
COS	Cost of service	PPH	Persons per household
Cust	Customer	R&R	Repair and Replacement
CY	Calendar year		Replacement Cost Less
DI	Ductile Iron	RCLD	Depreciation
Dia.	Diameter	Rev	Revenues
DU	Dwelling Unit	RFC	Raftelis Financial Consultants
EDU	Equivalent Dwelling Unit	RoR	Rate of Return
	Equivalent 5/8" by 3/4" water	RTS	Readiness to Serve
EM	meter	SFD	Single family dwelling
	Engineering New Record	SOP	Standard operating procedures
ENRCCI	Construction Cost Index	Svc	Service
FA	Fixed Assets	V	Volume
ft.	Foot	Wtr	Water
FY	Fiscal Year	WW	Wastewater
GIS	Geographic Information System	Yr	Year
GPD	Gallons per Day		
GPM	Gallons per Minute		

6.0 Tables and Appendices

This section provides the tabulated technical calculations of the connection fees and outside-city surcharges. The tables are organized to first develop connection fees (aka development impact charges or system development charges) for both the water and sewer systems, and second to develop outside-city surcharges for the two utilities. The table and appendices are provided in the following order:

Table 1	Water Utility Accounts
Table 2	Sewer Utility Accounts
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Appendix B	Fixed Asset Value for Existing Ductile Iron Water Pipelines
Appendix C	Estimated Age of Pipeline Assets by Diameter
Appendix D	Original Unit Cost of Pipeline Assets by Diameter
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Appendix G	Estimated Original City Pipeline Assets Costs by Year of Service
Appendix H	Engineering News Record Construction Index

Table 1
Water Utility Accounts

Water Meter Size (in)	Meter Capacity (GPM)	EM Capacity Ratios	2013 Accounts (a)	FY 2016-17 Projected Accounts	2020 Buildout Projected Accounts
5/8" x 3/4"	20	1	2,675	2,782	2,865
1	50	2.5	2,566	2,669	2,749
1 1/2	100	5.0	485	504	520
2	160	8.0	224	233	240
3	320	16.0	25	26	27
4	630	31.5	20	21	21
			5,995	6,235	6,422
5/8" by 3/4" meters (EMs)			14,337	14,910	15,358
Water Use (AFY)			4,200		
Water Use per EM (AFY)			0.29		

a. Source of 2013 Accounts is the City Billing System
EM: Equivalent 5/8" by 3/4" meter (based on capacity)
Growth between 2017 and Buildout at 2020 is estimated at 3%
2013 annual water supply requirement is 4,200 AFY including 8% losses.

Table 2
Sewer Utility Accounts

Class	Rates (\$/Acct bi-month)	Ratio	FY 2011-12	2013	Dwelling	2013	FY 2014-15	Buildout
			Actual Revenues	Accounts	Units per Account	Dwellings/ Customers	Projected Accounts	2020 Customers
Single Family	\$18.27	1.00	\$ 547,475	5,035	1.0	5,035	5,136	5,392
Multi-family	\$12.24	0.67	\$ 365,086	1,045	4.8	4,971	5,071	5,324
Commercial (est)	\$18.27	1.00	\$ 42,642	389		389	397	417
Total			\$ 955,204	6,469				
Equivalent Dwelling Units (EDUs)			8,714			8,754	8,930	9,376

Estimated multi-family dwelling units in 2011 was 4,646.

Growth is estimated at 1% year.

EDU: Equivalent Dwelling Unit based on rate per account type.

Table 3
Water Utility Fixed Assets

Water Asset Category	Water Asset Descript	Pipe Length (ft)	Year of Service	LA ENRCCI (2013=10,481)	Life (years)	Remaining Life as of 2013		Original Cost (OC)	2013 OCLD	2013 RC	2013 RCLD
						Years	% of Life				
Site	Land		1925	207	na	na	na	\$ 38,388	\$ 38,388	\$ 38,388	\$ 38,388
Site	Reservoir Sites		1925	207	na	na	na	\$ 46,296	\$ 46,296	\$ 46,296	\$ 46,296
Distribution	Est DI Pipe Cost by Yr of Service	31,181	1923	214	110	22	20%	\$ 174,991	\$ 33,407	\$ 8,445,823	\$ 1,612,384
Distribution	Est DI Pipe Cost by Yr of Service	3,984	1924	215	110	22	20%	\$ 22,218	\$ 4,444	\$ 1,067,364	\$ 213,473
Distribution	Est DI Pipe Cost by Yr of Service	25,728	1925	207	110	22	20%	\$ 205,082	\$ 42,881	\$ 10,232,880	\$ 2,139,602
Distribution	Est DI Pipe Cost by Yr of Service	2,711	1926	208	110	23	21%	\$ 15,141	\$ 3,304	\$ 751,860	\$ 164,042
Distribution	Est DI Pipe Cost by Yr of Service	6,451	1927	206	110	24	22%	\$ 35,681	\$ 8,109	\$ 1,788,990	\$ 406,589
Distribution	Est DI Pipe Cost by Yr of Service	48	1928	207	110	25	23%	\$ 238	\$ 56	\$ 11,865	\$ 2,805
Distribution	Est DI Pipe Cost by Yr of Service	1,112	1929	207	110	26	24%	\$ 5,520	\$ 1,355	\$ 275,442	\$ 67,609
Distribution	Est DI Pipe Cost by Yr of Service	1,309	1931	181	110	28	25%	\$ 6,123	\$ 1,614	\$ 349,375	\$ 92,108
Distribution	Est DI Pipe Cost by Yr of Service	941	1932	157	110	29	26%	\$ 3,543	\$ 966	\$ 233,067	\$ 63,564
Distribution	Est DI Pipe Cost by Yr of Service	2,802	1933	170	110	30	27%	\$ 12,491	\$ 3,520	\$ 758,909	\$ 213,874
Distribution	Est DI Pipe Cost by Yr of Service	9,477	1934	198	110	31	28%	\$ 58,190	\$ 16,928	\$ 3,035,481	\$ 883,049
Distribution	Est DI Pipe Cost by Yr of Service	11,392	1935	196	110	32	29%	\$ 58,556	\$ 17,567	\$ 3,085,706	\$ 925,712
Distribution	Est DI Pipe Cost by Yr of Service	24,394	1936	206	110	33	30%	\$ 134,853	\$ 41,682	\$ 6,761,378	\$ 2,089,881
Distribution	Est DI Pipe Cost by Yr of Service	12,607	1937	235	110	34	31%	\$ 83,179	\$ 26,466	\$ 3,655,832	\$ 1,163,219
Distribution	Est DI Pipe Cost by Yr of Service	35,632	1938	236	110	35	32%	\$ 225,794	\$ 73,896	\$ 9,881,929	\$ 3,234,086
Distribution	Est DI Pipe Cost by Yr of Service	38,910	1939	236	110	36	33%	\$ 245,547	\$ 82,593	\$ 10,746,392	\$ 3,614,695
Distribution	Est DI Pipe Cost by Yr of Service	33,296	1940	242	110	37	34%	\$ 215,462	\$ 74,432	\$ 9,195,932	\$ 3,176,776
Distribution	Est DI Pipe Cost by Yr of Service	29,176	1941	258	110	38	35%	\$ 201,405	\$ 71,407	\$ 8,062,892	\$ 2,858,662
Distribution	Est DI Pipe Cost by Yr of Service	4,147	1942	276	110	39	35%	\$ 29,849	\$ 10,854	\$ 1,117,023	\$ 406,190
Distribution	Est DI Pipe Cost by Yr of Service	5,422	1949	477	110	46	42%	\$ 97,089	\$ 41,484	\$ 2,102,295	\$ 898,253
Distribution	Est DI Pipe Cost by Yr of Service	10,101	1964	936	110	61	55%	\$ 246,701	\$ 139,050	\$ 2,722,303	\$ 1,534,389
Distribution	Est DI Pipe Cost by Yr of Service	15,330	1972	1,966	110	69	63%	\$ 844,070	\$ 537,136	\$ 4,434,408	\$ 2,821,896

Water Asset Category	Water Asset Descript	Pipe Length (ft)	Year of Service	LA ENRCCI (2013=10,431)	Life (years)	Remaining Life as of 2013		Original Cost (OC)	2013 OCLD	2013 RC	2013 RCLD
						Years	% of Life				
Production	Source of Supply-Wells		1964	936	50	10	20%	\$ 174,729	\$ 34,946	\$ 1,956,553	\$ 391,311
Production	Reservoir & Tanks		1965	971	30	6	20%	\$ 771,422	\$ 154,284	\$ 8,326,747	\$ 1,665,349
Production	Water Treat Structure & Imp		1969	1,309	50	10	20%	\$ 13,710	\$ 2,742	\$ 109,775	\$ 21,955
Production	MWD-Others Source of Supply		1971	1,704	20	4	20%	\$ 68,859	\$ 13,772	\$ 423,541	\$ 84,708
Production	Source of Supply-Structure. Imp		1977	3,162	50	14	28%	\$ 21,092	\$ 5,906	\$ 69,913	\$ 19,576
Production	Pump Stations Structure & Imp		1983	5,064	50	20	40%	\$ 162,476	\$ 64,990	\$ 336,285	\$ 134,514
Distribution	Fire Services		1988	5,771	20	4	20%	\$ 144,639	\$ 28,928	\$ 262,693	\$ 52,539
Building	Westside Warehouse Re-Roofing		1997	6,664	50	34	68%	\$ 13,941	\$ 9,480	\$ 21,927	\$ 14,910
Production	Reroofing		1997	6,664	50	34	68%	\$ 7,472	\$ 5,081	\$ 11,753	\$ 7,992
Distribution	Fire Serve 1996-1997 Additions		1997	6,664	20	4	20%	\$ 8,483	\$ 1,697	\$ 13,343	\$ 2,669
Distribution	Install Valve Garfield/Mission		1997	6,664	20	4	20%	\$ 10,979	\$ 2,196	\$ 17,268	\$ 3,454
Building	Paint City Yard		1998	6,852	50	35	70%	\$ 8,450	\$ 5,915	\$ 12,925	\$ 9,048
Reservoir	Master Plan-Wilson Reservoir		1998	6,852	50	35	70%	\$ 23,689	\$ 16,582	\$ 36,235	\$ 25,364
Reservoir	Master Plan-Wilson Reservoir		1999	6,826	50	36	72%	\$ 2,253	\$ 1,622	\$ 3,459	\$ 2,491
Building	Reroof-Reservoir Pump house		1999	6,826	20	6	30%	\$ 5,540	\$ 1,662	\$ 8,506	\$ 2,552
Building	Replace Svc Facility Garage		1999	6,826	50	36	72%	\$ 19,834	\$ 14,280	\$ 30,454	\$ 21,927
Reservoir	Reroof Grave Reservoir		1999	6,826	50	36	72%	\$ 43,613	\$ 31,401	\$ 66,966	\$ 48,215
Reservoir	Reroof Graves Reservoir		1999	6,826	50	36	72%	\$ 6,000	\$ 4,320	\$ 9,213	\$ 6,633
Site	Replace Driveway-Service		2000	7,068	20	7	35%	\$ 7,435	\$ 2,602	\$ 11,025	\$ 3,859

Water Asset Category	Water Asset Descript	Pipe Length (ft)	Year of Service	LA ENRCCI (2013= 10,481)	Life (years)	Remaining Life as of 2013		Original Cost (OC)	2013 OCLD	2013 RC	2013 RCLD
						Years	% of Life				
Reservoir	Reroof Reservoir Pump house		2000	7,068	50	37	74%	\$ 6,128	\$ 4,535	\$ 9,087	\$ 6,725
Reservoir	Chain Link Fence-Garfield		2000	7,068	20	7	35%	\$ 11,430	\$ 4,001	\$ 16,949	\$ 5,932
Site	Concrete Slab, Heat Pump		2000	7,068	50	37	74%	\$ 5,531	\$ 4,093	\$ 8,202	\$ 6,070
Site	Pressure Reducing Valve		2000	7,068	20	7	35%	\$ 10,672	\$ 3,735	\$ 15,826	\$ 5,539
Supply	Rehab Wilson Well No 4		2000	7,068	50	37	74%	\$ 19,780	\$ 14,637	\$ 29,331	\$ 21,705
Reservoir	Ames Pump Control Valve		2000	7,068	20	7	35%	\$ 8,634	\$ 3,022	\$ 12,803	\$ 4,481
Telemetry	Design, Install Sys Control Data		2000	7,068	20	7	35%	\$ 61,109	\$ 21,388	\$ 90,616	\$ 31,716
Supply	Rehab Wilson Well No 4		2000	7,068	30	17	57%	\$ 65,534	\$ 37,136	\$ 97,179	\$ 55,068
Supply	Seal Abandon Wells Project		2000	7,068	30	17	57%	\$ 5,094	\$ 2,886	\$ 7,553	\$ 4,280
Site	Replace Garage Door		2001	7,227	50	38	76%	\$ 18,750	\$ 14,250	\$ 27,193	\$ 20,666
Distribution	Water Sys Air Vacuum		2001	7,227	30	18	60%	\$ 3,183	\$ 1,910	\$ 4,616	\$ 2,769
Distribution	Air Vacuum Release Sys		2001	7,227	30	18	60%	\$ 3,415	\$ 2,049	\$ 4,953	\$ 2,972
Telemetry	Design Water Control, Data		2001	7,227	30	18	60%	\$ 29,500	\$ 17,700	\$ 42,783	\$ 25,670
Telemetry	Design Data Acquisition		2001	7,227	30	18	60%	\$ 11,250	\$ 6,750	\$ 16,316	\$ 9,789
Supply	Demolition Well Facility		2001	7,227	50	38	76%	\$ 47,520	\$ 36,115	\$ 68,917	\$ 52,377
Supply	Demolition Well Facility		2001	7,227	50	38	76%	\$ 36,797	\$ 27,965	\$ 53,365	\$ 40,557
Site	Install Heater Unit- Svc Facility		2001	7,227	20	8	40%	\$ 12,950	\$ 5,180	\$ 18,781	\$ 7,512
Telemetry	Install System Control		2002	7,403	30	19	63%	\$ 12,693	\$ 8,039	\$ 17,971	\$ 11,381
Reservoir	Paint Bilicke Water Tank		2002	7,403	50	39	78%	\$ 425	\$ 332	\$ 602	\$ 469
Supply	Construction Wilson Well		2002	7,403	30	19	63%	\$ 19,250	\$ 12,192	\$ 27,255	\$ 17,261
Supply	Og Well Demolition Retention		2002	7,403	30	19	63%	\$ 9,369	\$ 5,933	\$ 13,264	\$ 8,401
Supply	Construction Wilson Well		2002	7,403	50	39	78%	\$ 43,875	\$ 34,222	\$ 62,119	\$ 48,453

Water Asset Category	Water Asset Descript	Pipe Length (ft)	Year of Service	LA ENRCCI (2013=10,481)	Life (years)	Remaining Life as of 2013		Original Cost (OC)	2013 OCLD	2013 RC	2013 RCLD
						Years	% of Life				
Reservoir	Paint Billicke Water Tank		2002	7,403	50	39	78%	\$ 3,932	\$ 3,067	\$ 5,567	\$ 4,342
Reservoir	Paint Billicke Water Tank		2002	7,403	50	39	78%	\$ 6,187	\$ 4,826	\$ 8,760	\$ 6,833
Reservoir	Paint Billicke Water Tank		2002	7,403	50	39	78%	\$ 56,150	\$ 43,797	\$ 79,499	\$ 62,009
Reservoir	Engineering & CM Svc Grand Reservoir		2007	9,182	50	44	88%	\$ 982,404	\$ 864,516	\$ 1,121,427	\$ 986,856
Reservoir	Construction Grand Reservoir		2007	9,182	50	44	88%	\$ 6,387,856	\$ 5,621,313	\$ 7,291,824	\$ 6,416,805
Reservoir	Graves Reservoir Roof		2009	9,764	20	16	80%	\$ 17,796	\$ 14,237	\$ 19,103	\$ 15,283
Reservoir	230' Fencing & Gate - Graves Reservoir		2009	9,764	20	16	80%	\$ 7,911	\$ 6,329	\$ 8,492	\$ 6,794
Distribution	St Albans Emergency Water Replacement		2010	10,004	40	37	93%	\$ 71,038	\$ 65,710	\$ 74,423	\$ 68,841
Distribution	Rollin Water Line Improvements	730	2010	10,004	40	37	93%	\$ 161,832	\$ 149,695	\$ 169,543	\$ 156,827
Distribution	Water Transmission Line Sliplining		2010	10,004	40	37	93%	\$ 1,046,106	\$ 967,648	\$ 1,095,952	\$ 1,013,756
Distribution	Citywide Water Meter Replacement Phase I		2010	10,004	40	37	93%	\$ 66,003	\$ 61,053	\$ 69,148	\$ 63,962
Distribution	Oak Hill Ln & Pinecrest Waterline Relocation		2010	10,004	40	37	93%	\$ 74,000	\$ 68,450	\$ 77,526	\$ 71,712
Distribution	SCADA PRESSURE Transmitters		2011	10,089	15	13	87%	\$ 10,425	\$ 9,035	\$ 10,831	\$ 9,387
Distribution	Water Service Replacement Project		2011	10,089	40	38	95%	\$ 49,504	\$ 47,029	\$ 51,428	\$ 48,857
Distribution	Citywide Water Meter Replacement Phase II		2011	10,089	40	38	95%	\$ 49,290	\$ 46,826	\$ 51,206	\$ 48,646
Distribution	Hanscom Dr. & Peterson Ave Conveyance		2011	10,089	40	38	95%	\$ 13,084	\$ 12,430	\$ 13,593	\$ 12,913
Distribution	Brunswick Avenue Waterline Improvement	710	2011	10,089	40	38	95%	\$ 198,894	\$ 188,949	\$ 206,626	\$ 196,295
Reservoir	WIP: Engineering & CM Svc Wilson Reservoir		2012	10,329	50	49	98%	\$ 1,238,792	\$ 1,214,016	\$ 1,257,073	\$ 1,231,932
Reservoir	WIP: Construction Wilson Reservoir		2012	10,329	50	49	98%	\$ 7,869,900	\$ 7,712,502	\$ 7,986,038	\$ 7,826,317
Distribution	St Albans Water Line Repairs	1,550	2012	10,329	40	39	98%	\$ 242,578	\$ 236,514	\$ 246,158	\$ 240,004
Distribution	Water Transmission Line Sliplining Phase II		2012	10,329	40	39	98%	\$ 1,053,653	\$ 1,027,312	\$ 1,069,202	\$ 1,042,472
Distribution	Water Transmission Line Replacement	1,500	2013	10,481	40	40	100%	\$ 244,739	\$ 244,739	\$ 244,739	\$ 244,739
Total Fixed Assets as of 2013								\$ 24,815,985	\$ 20,598,303	\$ 122,334,251	\$ 51,351,982
Annual Depreciation on Assets									\$ 476,734		\$ 1,636,205

Refer to Appendix A to E for calculations of pipeline original costs.

RCLD: Replacement Cost Less Depreciation

OCLD: Original Cost Less Depreciation

The June 2012 CAFR lists water utility "noncurrent Capital Assets – net of accumulated depreciation" at \$18.9 million.

Data Source: Public Works and Finance Dept records, excluding assets placed into service in 2013. See also calculations in this Analysis of pipeline asset values.

Assets that have exceeded their planned service lives will be estimated to have a remaining life of 20% of their normal service life.

Supply Main 1923-1942 Data Source: History of Water System, Water Main Installation Cost 1923 through 1942

Table 4
Wastewater Utility Fixed Assets

Sewer Asset Category	Diam (in)	Pipe Length (ft)/ No. of Assets	Material	Description	Year of Service	LA ENRCCI			Est. Remaining Life as of 2013		Original Cost (est. in black, actual in blue)		2012 Replacement						
						(2013= 10,481)	Life (years)	Years	% of Life	OCLD	Cost New (est)	2013 RC	2013 RCLD						
Pipeline	8	480	VCP	Amberwood, Grace an	2012	10,329	60	59	98%	\$ 59,918	\$ 58,919	\$	60,802	\$ 59,789					
Pipeline	8	720	VCP	Park Ave. from Grevel	2012	10,329	60	59	98%	\$ 128,834	\$ 126,687	\$	130,735	\$ 128,556					
Pipeline	na	na		Arroyo Park	2008	9,823	60	55	92%	\$ 18,810	\$ 17,243	\$	20,070	\$ 18,397					
Pipeline	na	na		Wilson Well #2 Rehab	2008	9,823	60	55	92%	\$ 566,842	\$ 519,605	\$	604,801	\$ 554,401					
Pipeline	na	na		Graves Well #2 Rehab	2009	9,764	60	56	93%	\$ 445,833	\$ 416,111	\$	478,587	\$ 446,681					
Pipeline	na	na		Oak Hill Ln & Pinecrest	2010	10,004	60	57	95%	\$ 28,000	\$ 26,600	\$	29,334	\$ 27,867					
Pipeline	na	na		Hanscom Dr & Peterso	2011	10,089	60	58	97%	\$ 93,149	\$ 90,044	\$	96,771	\$ 93,545					
Pipeline	na	na		Marengo Ave	2011	10,089	60	58	97%	\$ 209,363	\$ 202,384	\$	217,502	\$ 210,252					
Pipeline	na	na		Crestlake, Elm Park & E	2011	10,089	60	58	97%	\$ 127,183	\$ 122,944	\$	132,127	\$ 127,723					
Manhole	na	589		Access Manhole	1919	198	60	12	20%	\$ 39,518	\$ 7,904	\$ 2,061,500	\$ 2,091,837	\$ 418,367					
Manhole	na	98		Access Manhole	1940	242	60	12	20%	\$ 8,036	\$ 1,607	\$ 343,000	\$ 348,048	\$ 69,610					
Manhole	na	295		Access Manhole	1960	824	60	12	20%	\$ 82,368	\$ 16,474	\$ 1,032,500	\$ 1,047,694	\$ 209,539					
Manhole	na	93		Flush Tank	1919	198	60	12	20%	\$ 5,348	\$ 1,070	\$ 279,000	\$ 283,106	\$ 56,621					
Manhole	na	15		Flush Tank	1940	242	60	12	20%	\$ 1,054	\$ 211	\$ 45,000	\$ 45,662	\$ 9,132					
Manhole	na	47		Flush Tank	1960	824	60	12	20%	\$ 11,248	\$ 2,250	\$ 141,000	\$ 143,075	\$ 28,615					
Pipeline	6	736	VCP/CI	Original Sewers	1919	198	60	12	20%	\$ 1,687	\$ 337	\$ 87,985	\$ 89,280	\$ 17,856					
Pipeline	8	159,313	VCP	Original Sewers	1919	198	60	12	20%	\$ 367,203	\$ 73,441	\$ 19,155,771	\$ 19,437,664	\$ 3,887,533					
Pipeline	10	4,872	VCP	Original Sewers	1919	198	60	12	20%	\$ 11,290	\$ 2,258	\$ 588,976	\$ 597,643	\$ 119,529					
Pipeline	12	2,924	VCP	Original Sewers	1919	198	60	12	20%	\$ 6,789	\$ 1,358	\$ 354,160	\$ 359,372	\$ 71,874					
Pipeline	14	566	VCP	Original Sewers	1919	198	60	12	20%	\$ 1,327	\$ 265	\$ 69,220	\$ 70,238	\$ 14,048					
Pipeline	16	3,004	VCP	Original Sewers	1919	198	60	12	20%	\$ 7,082	\$ 1,416	\$ 369,443	\$ 374,879	\$ 74,976					
Pipeline	18	1,415	VCP	Original Sewers	1919	198	60	12	20%	\$ 3,359	\$ 672	\$ 175,237	\$ 177,816	\$ 35,563					
Pipeline	6	123	VCP/CI	Original Sewers	1940	242	60	12	20%	\$ 344	\$ 69	\$ 14,664	\$ 14,880	\$ 2,976					
Pipeline	8	26,669	VCP	Original Sewers	1940	242	60	12	20%	\$ 75,129	\$ 15,026	\$ 3,206,657	\$ 3,253,845	\$ 650,769					
Pipeline	10	812	VCP	Original Sewers	1940	242	60	12	20%	\$ 2,300	\$ 460	\$ 98,163	\$ 99,607	\$ 19,921					
Pipeline	12	487	VCP	Original Sewers	1940	242	60	12	20%	\$ 1,383	\$ 277	\$ 59,027	\$ 59,895	\$ 11,979					
Pipeline	14	94	VCP	Original Sewers	1940	242	60	12	20%	\$ 270	\$ 54	\$ 11,537	\$ 11,706	\$ 2,341					
Pipeline	16	501	VCP	Original Sewers	1940	242	60	12	20%	\$ 1,443	\$ 289	\$ 61,574	\$ 62,480	\$ 12,496					
Pipeline	18	236	VCP	Original Sewers	1940	242	60	12	20%	\$ 684	\$ 137	\$ 29,206	\$ 29,636	\$ 5,927					
Pipeline	6	368	VCP/CI	Original Sewers	1960	824	60	12	20%	\$ 3,510	\$ 702	\$ 43,993	\$ 44,640	\$ 8,928					
Pipeline	8	80,006	VCP	Original Sewers	1960	824	60	12	20%	\$ 767,437	\$ 153,487	\$ 9,619,970	\$ 9,761,536	\$ 1,952,307					
Pipeline	10	2,436	VCP	Original Sewers	1960	824	60	12	20%	\$ 23,493	\$ 4,699	\$ 294,488	\$ 298,822	\$ 59,764					
Pipeline	12	1,462	VCP	Original Sewers	1960	824	60	12	20%	\$ 14,127	\$ 2,825	\$ 177,080	\$ 179,686	\$ 35,937					
Pipeline	14	283	VCP	Original Sewers	1960	824	60	12	20%	\$ 2,761	\$ 552	\$ 34,610	\$ 35,119	\$ 7,024					
Pipeline	16	1,502	VCP	Original Sewers	1960	824	60	12	20%	\$ 14,736	\$ 2,947	\$ 184,721	\$ 187,440	\$ 37,488					
Pipeline	18	707	VCP	Original Sewers	1960	824	60	12	20%	\$ 6,990	\$ 1,398	\$ 87,619	\$ 88,908	\$ 17,782					
Pipeline	8	700	VCP	Original Sewers	2009	9,764	60	56	93%	\$ 88,560	\$ 82,656	\$ 93,688	\$ 95,067	\$ 88,729					
Sewer Length (mi)											55								
Total Fixed Assets as of 2013											\$ 3,227,408	\$ 1,955,376	\$ 38,719,786	\$ 41,060,309	\$ 9,584,843				
Annual Depreciation on Assets											\$	\$ 53,790			\$ 645,330				

RCLD: Replacement Cost Less Depreciation

OCLD: Original Cost Less Depreciation

Data Source: Public Works Dept records from FY10-11, excluding assets placed into service in 2012 and 2013.

Assets that have exceeded their planned service lives will be estimated to have a remaining life of 120% of their current age.

Table 5
Capital Improvement Plan Projects

Utility	FY 2012-13						Total
	WIP	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Water	\$ 12,244,512	\$ 6,094,512	\$ 14,625,000	\$ 12,275,000	\$ 9,125,000	\$ 5,125,000	\$ 59,489,024
Sewer	\$ 848,720	\$ 4,100,000	\$ 4,100,000	\$ 3,100,000	\$ 100,000	\$ 100,000	\$ 12,348,720

Annual Depreciation on New Assets (Average 50 Year Service Life)

			Total
Water Assets	\$ 244,890	\$ 121,890	\$ 366,780
Sewer Assets	\$ 16,974	\$ 82,000	\$ 98,974

CIP: Capital Improvement Projects

Source: City Department of Public Works Engineering 9/25/13

All projects are improvements to existing utilities.

Table 6
Water System Connection Fee Recommendation

Description	Value
Existing Fixed Asset Value	
Estimated Replacement Cost of Existing Fixed Assets (a)	\$122,334,251
Less Accumulated Depreciation (a)	<u>\$70,982,269</u>
Total Replacement Cost Less Depreciation (Table 3)	\$51,351,982
Equivalent 5/8" by 3/4" meters (EMs) at Buildout (Table 1)	<u>15,358</u>
1) FA Unit Value (\$ per EM at Buildout)	\$3,344
Water Rights Value (a)	
Estimated Purchased Cost of One AFY Water Rights Based on \$640/AF Lease Cost in perpetuity	\$3,200
Water Rights Required for New Accounts (AFY per EM, Table 1)	<u>0.29</u>
2) Cost of Additional Water Rights for New Connection	\$937
Capital Improvement Project Values	
Capital Improvement Projects (CIP) 2013-2020 (Table 5)	\$59,489,024
Equivalent 5/8" by 3/4" meters (EMs) at Buildout (Table 1)	<u>15,358</u>
Projected Unit Value (\$ per EM at Buildout in 2020)	\$3,874
Annual Escalation in Value from 2013 to 2020 (Appendix H)	<u>-3.2%</u>
3) Projected Unit Value (\$ per EM in 2013)	\$3,105
Net Cash Reserves	
Net Cash Reserves, excluding Bond Proceeds	\$7,595,763
2013 Equivalent 5/8" by 3/4" meters (Ems, Table 1)	<u>14,337</u>
4) Unit Value (\$ per EM)	\$530
Grand Total Water System Unit Value (\$RCLD per EDU in 2013)	\$7,916

RCLD: Replacement Cost Less Depreciation

Bonded utility debt on capital projects is not included in the the calculations.

a. Water Rights Value: Safe Yield is 3,568 AFY @ \$640/AF in 2012

Table 7
Water Utility Connection Fees by Meter Size Recommendation

Water Meter Size (in)	Meter Capacity (GPM)	EM Capacity Ratios	Est Water Capacity Allocation (AFY)	2013 Connection Fee by Meter Size
EM: 5/8" by 3/4"	20	1	0.29	\$7,916
1	50	2.5	0.7	\$19,789
1 1/2	100	5.0	1.5	\$39,578
2	160	8.0	2.3	\$63,325
3	320	16.0	4.7	\$126,649

Connection fees for new meter connections greater than 3 inches will be determined by the City Engineer.

The connection fees should be escalated annually for inflation based on the changes in the ENRCCI.

Table 8
Sewer System Connection Fee Recommendation

Description	Value
Fixed Asset Value	
Estimated Replacement Cost of Existing Fixed Assets (Table 4)	\$41,060,309
Less Accumulated Depreciation (a)	\$31,465,466
Total (Table 4)	\$9,594,843
Equivalent Dwelling Units (EDUs) at Buildout (Table 2)	9,376
1) FA Unit Value (\$ per EDU at Buildout)	\$1,023
Capital Improvement Project Values	
Capital Improvement Projects (CIP) 2013-2020 (Table 5)	\$12,348,720
Equivalent Dwelling Units (EDUs) at Buildout (Table 2)	9,376
Unit Value (\$ per EM at Buildout in 2020)	\$1,317
Annual Escalation in Value from 2013 to 2020 (Appendix H)	-3.2%
2) Projected Unit Value (\$ per EM at Buildout)	\$1,056
Net Cash Reserves	
Net Cash Reserves (Est per Preliminary CAFR 6/30/13)	\$127,520
2013 Equivalent 5/8" by 3/4" meters (EDUs, Table 2)	8,754
3) Projected Unit Value of Cash Reserves (\$ per EDU 2013)	\$15
Grand Total Sewer System Unit Value (\$RCLD per EDU in 2013)	\$2,094

RCLD: Replacement Cost Less Depreciation

Utility debt in operating accounts is included in the the cash reserves.

The connection fees should be escalated annually for inflation based on the changes in the ENRCCI.

Table 9
Outside City Surcharge on Water Utility Recommendation

Description	Values
FY 11-12 Rate-based Revenues	
Standby Service Charge	\$3,350,000
Water Sales	\$3,549,639
Actual FY 11-12 Rate-based Revenues	<u>\$6,899,639</u>
Projected FY 13-14 Rate-based Revenues (b)	31% \$9,045,599
FY 13-14 Budget Expenditures Uses of Funds)	
O&M Expense (a)	\$5,327,172
Other non-op Expenses (c)	\$348,727
Debt Interest (non-op expense)	\$2,386,575
Principal on Existing Debt Service (a)	<u>\$983,125</u>
Projected FY 13-14 Rate-based Revenues (b)	<u>\$9,045,599</u>
Estimated FY 11-12 Depreciation (Original Cost)	\$476,734
Annual Depreciation on New Assets	
FY 2012-13 WIP	\$244,890
FY 2013-14	<u>\$121,890</u>
Total Annual Depreciation as of 7/1/14	<u>\$843,515</u>
Water Utility Original Cost Less Depreciation (FY 2014)	\$38,692,437
City Rate of Return (RoR) on Assets Using the Debt Service Rate	<u>5%</u>
Annual RoR on Water Utility Assets (FY 2014)	\$1,934,622
Total Annual Depreciation as of 7/1/14	<u>\$843,515</u>
Total Capital-related Costs for Recovery from Outside-city Customers	<u>\$2,778,137</u>
Less Capital-related Costs in Rate-based Revenues for FY 13-14	<u>\$983,125</u>
Capital-related Costs for City Customers not Included in the Rate-based Revenues	\$1,795,012
Projected FY 13-14 Rate-based Revenues (b)	\$9,045,599
Percentage of Rate-based Revenues for Unbilled Capital Costs (outside-city surcharge)	20%

a. O&M and 2009 & 2004 debt source: RFC 2012 Water Rate Study Tables 4 and 6 and FY12 CAFR

b. Source: Rate increases from RFC 2012 Water Rate Study Table 7

c. Per RFC Water Rate Study Figure 3: No change to reserves.

Table 10
Outside City Surcharge on Sewer Utility Recommendation

Description	Values	
Actual FY 11-12 Rate-based Revenues (CAFR)	<u>Increase</u>	\$955,204
Projected FY 13-14 Rate-based Revenues (b)	21%	\$1,154,269
FY 13-14 Budget Expenditures Uses of Funds)		
O&M Expense (a)		\$709,162
Pay-go Project Expense (a)		\$200,407
Other non-op Expenses (c)		\$206,139
Principal on Proposed Debt Service (c)		<u>\$38,560</u>
Projected FY 13-14 Rate-based Revenues (b)		<u>\$1,154,269</u>
<hr/>		
Estimated FY 11-12 Depreciation (Original Cost)		\$53,790
Annual Depreciation on New Assets		
FY 2012-13 WIP		\$16,974
FY 2013-14		<u>\$82,000</u>
Total Annual Depreciation for FY 2013-14		<u>\$152,765</u>
<hr/>		
Sewer Utility Original Cost Less Depreciation (FY 2014)		\$6,887,122
City Rate of Return (RoR) on Assets (Debt Service Rate)		<u>5%</u>
Annual RoR on Sewer Utility Assets (FY 2014)		\$344,356
Total Annual Depreciation as of 7/1/14		<u>\$152,765</u>
Total Capital-related Costs for Recovery from Outside-city Customers		\$497,121
Less Capital-related Rate-based Revenues		<u>\$238,967</u>
Capital-related Costs for City Customers not Included in the Rate-based Revenues		\$258,153
Projected Rate-based Revenues (b)		\$1,154,269
Percentage of Rate-based Revenues for Unbilled Capital Costs (outside-city surcharge)		22%

a. O&M source: RFC 2010 Sewer Rate Study Table 6 and FY12 CAFR

b. Source: City Sewer Rate Schedule of increases

c. Per RFC Sewer Rate Study the proposed debt service in FY 14 is \$185,102. The Table 1 financing assumptions are 30 yr bonds at 5% interest. Year 1 of the bond has a principal portion of \$38,560.

Appendix A
City of South Pasadena Current Pipe Installation Project Costs

Contractor Bid Element	Street Location of 6" inner diameter (ID) ductile iron (DI) Pipe Replacement Project				Weighted Average
	Hawthorne	St. Albans	Rollin	Brunswick	
Pipeline Length (LF)	1,500	1,550	750	710	
Calendar Year of Bid	2012	2011	2010	2010	
No. of Contractor Bids (b)	7	6	12	12	
6" ID DI Pipe (\$/lf) Bid	\$103	\$113	\$96	\$111	
Fittings, hydrants, cuts etc (a)	\$71	\$66	\$87	\$136	
Unit Bid Price (\$/lf DI)	\$174	\$179	\$183	\$247	
Total Bid Price (\$/lf)	\$261,000	\$277,450	\$137,250	\$175,370	
ENRCCI Adj to 2012	na	2%	3%	3%	
Average 6" ID DI Pipeline Bid Prices Adjusted to 2012 Dollars					
Pipe (\$/lf) Bid	\$103	\$116	\$99	\$115	\$109
Fittings, hydrants, cuts etc Bid (a)	\$71	\$68	\$90	\$140	\$84
Subtotal DI Pipe 6" ID Total (\$/lf)	\$174	\$183	\$189	\$255	\$192

City Costs of Contract Management, Inspection, Change Orders etc in Fixed Asset Value (c)

Engineering	15%
Construction Mgmt & Inspection	15%
Contingencies	10%
Total City Capitalized O/H Costs for Fixed Asset Value of Pipelines	40%

Grand Total Cost for Pipe 6" ID DI Total (\$/lf, 2012 dollars) \$269

Calculated value is used to calibrate standard tables of pipeline cost, installed.

- Unit prices vary based on distance between water services, driveway cuts etc.
- The highest and lowest contractor bid price on each project was excluded.
- The estimates of capital project costs include the City's costs for design and construction management.

Appendix B

Fixed Asset Value for Existing Ductile Iron Water Pipelines

Pipe Inner Diameter (inch)	2005 Ductile Iron (DI) Pipe Replacement Costs (\$/lf, b)	2012 DIP Replacement Costs Using ENRCCI (\$/lf)	Calibration with Local Costs from 2012 South Pasadena Projects	Fittings, hydrants, Road Cuts etc	Capitalized PM, Inspection & Contract Mgmt	Total 2012 Pipeline Fixed Asset Unit Cost (\$/lf)	Total Replacement Cost 2012	City GIS Map Water Main Pipeline Information (a)	
								Feet	Percentage
2	\$74	\$89	\$92	\$77	\$68	\$238	\$279,293	1,175	0.4%
4	\$78	\$94	\$97	\$80	\$71	\$248	\$18,658,149	75,359	24.6%
6	\$87	\$105	\$109	\$84	\$77	\$269	\$29,837,061	110,761	36.2%
8	\$98	\$118	\$122	\$89	\$85	\$296	\$14,713,346	49,704	16.2%
10	\$102	\$123	\$127	\$91	\$87	\$306	\$5,888,099	19,270	6.3%
12	\$112	\$135	\$140	\$95	\$94	\$329	\$10,452,394	31,745	10.4%
16	\$147	\$177	\$184	\$110	\$118	\$412	\$4,143,508	10,063	3.3%
18	\$166	\$200	\$207	\$117	\$130	\$454	\$2,049,668	4,519	1.5%
24	\$301	\$363	\$376	\$165	\$217	\$758	\$2,695,627	3,557	1.2%
Total:							\$88,717,146	306,153	100%

a. Source: City GIS Map Water Main Pipeline Information

b. Source: Estimated pipeline costs are calibrated to recent local projects, and are based on the construction costs from other agencies and industry standards for inch-foot pipeline costs by type.

Appendix C
 Estimated Age of Pipeline Assets by Diameter

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Known Pipeline Ages	Known Pipe Lengths		Known Year of Service	All Pipes: Pipe Length (feet) by Inner Diameter (ID, in)										Share	Estimated Total Pipe Length (ft)
	Feet	Percentage		2	4	6	8	10	12	16	18	24			
Supply Mains 18218 ft 4"-10"	18,218	10.2%	1923	-	9,211	13,539	6,075	2,355	-	-	-	-	10.2%	31,181	
Supply Mains 2328 ft 2"-8"	2,328	1.3%	1924	20	1,267	1,862	836	-	-	-	-	-	1.3%	3,984	
Supply Mains 15032 ft 11/2"-24"	15,032	8.4%	1925	670	788	5,407	1,906	2,255	222	8,033	3,608	2,839	8.4%	25,728	
Supply Mains 1584 ft 4"-12"	1,584	0.9%	1926	-	712	1,047	470	182	300	-	-	-	0.9%	2,711	
Supply Mains 3769 ft 4"-12"	3,769	2.1%	1927	-	1,695	2,491	1,118	433	714	-	-	-	2.1%	6,451	
Supply Mains 28 ft 4"	28	0.0%	1928	-	48	-	-	-	-	-	-	-	0.0%	48	
Supply Mains 650 ft 4"	650	0.4%	1929	-	1,112	-	-	-	-	-	-	-	0.4%	1,112	
Supply Mains 765 ft 4" & 8"	765	0.4%	1931	-	789	-	520	-	-	-	-	-	0.4%	1,309	
Supply Mains 550 ft 4"	550	0.3%	1932	-	941	-	-	-	-	-	-	-	0.3%	941	
Supply Mains 1637 ft 4" -10"	1,637	0.9%	1933	-	828	1,217	546	212	-	-	-	-	0.9%	2,802	
Supply Mains 5537 ft 10" & 12"	5,537	3.1%	1934	-	-	-	-	3,580	5,897	-	-	-	3.1%	9,477	
Supply Mains 6656 ft 4"-10"	6,656	3.7%	1935	-	3,365	4,946	2,220	861	-	-	-	-	3.7%	11,392	
Supply Mains 14253 ft 2"-12"	14,253	8.0%	1936	99	6,383	9,381	4,210	1,632	2,689	-	-	-	8.0%	24,394	
Supply Mains 7366 ft 4"-24"	7,366	4.1%	1937	-	3,115	4,579	2,055	797	1,312	416	187	147	4.1%	12,607	
Supply Mains 20819 ft 4"-12"	20,819	11.6%	1938	-	9,361	13,759	6,174	2,394	3,943	-	-	-	11.6%	35,632	
Supply Mains 22734 ft 2"-12"	22,734	12.7%	1939	164	10,533	15,481	6,947	1,347	4,437	-	-	-	12.7%	38,910	
Supply Mains 19454 ft 2"-12"	19,454	10.9%	1940	141	9,014	13,248	5,945	1,152	3,797	-	-	-	10.9%	33,296	
Supply Mains 17047 ft 4"-12"	17,047	9.5%	1941	-	7,932	11,658	5,231	1,014	3,341	-	-	-	9.5%	29,176	
Supply Mains 2423 ft 2"-10"	2,423	1.4%	1942	20	1,267	1,862	836	162	-	-	-	-	1.4%	4,147	
Transmission Line 3168 ft	3,168	1.8%	1949	-	-	-	-	-	3,450	1,094	491	387	1.8%	5,422	
Supply Mains	5,902	3.3%	1964	-	3,101	4,558	2,045	397	-	-	-	-	3.3%	10,101	
Trans & Distributions - Mains	8,957	5.0%	1972	61	3,896	5,726	2,570	498	1,641	520	234	184	5.0%	15,330	
	178,877	100%													
			Total:	0.4%	24.6%	36.2%	16.2%	6.3%	10.4%	3.3%	1.5%	1.2%	100%	306,153	

Appendix D
Original Unit Cost of Pipeline Assets by Diameter-Foot

Year	ENRCCI	Ductile Iron Pipe Unit Original Cost by Year of Service by Inner Diameter (inch-foot)								
		2	4	6	8	10	12	16	18	24
1923	214	\$4.93	\$5.13	\$5.58	\$6.13	\$6.33	\$6.82	\$8.53	\$9.4	\$15.7
1924	215	\$4.95	\$5.15	\$5.61	\$6.16	\$6.36	\$6.85	\$8.57	\$9.4	\$15.8
1925	207	\$4.76	\$4.96	\$5.40	\$5.93	\$6.12	\$6.60	\$8.25	\$9.1	\$15.2
1926	208	\$4.79	\$4.99	\$5.42	\$5.96	\$6.15	\$6.63	\$8.29	\$9.1	\$15.3
1927	206	\$4.74	\$4.94	\$5.37	\$5.90	\$6.09	\$6.57	\$8.21	\$9.0	\$15.1
1928	207	\$4.76	\$4.96	\$5.40	\$5.93	\$6.12	\$6.60	\$8.25	\$9.1	\$15.2
1929	207	\$4.76	\$4.96	\$5.40	\$5.93	\$6.12	\$6.60	\$8.25	\$9.1	\$15.2
1931	181	\$4.17	\$4.34	\$4.72	\$5.19	\$5.35	\$5.77	\$7.22	\$7.95	\$13.28
1932	157	\$3.61	\$3.76	\$4.09	\$4.50	\$4.64	\$5.01	\$6.26	\$6.89	\$11.52
1933	170	\$3.91	\$4.08	\$4.43	\$4.87	\$5.03	\$5.42	\$6.78	\$7.47	\$12.47
1934	198	\$4.56	\$4.75	\$5.16	\$5.67	\$5.86	\$6.31	\$7.89	\$8.69	\$14.53
1935	196	\$4.51	\$4.70	\$5.11	\$5.62	\$5.80	\$6.25	\$7.81	\$8.61	\$14.38
1936	206	\$4.74	\$4.94	\$5.37	\$5.90	\$6.09	\$6.57	\$8.21	\$9.0	\$15.1
1937	235	\$5.41	\$5.63	\$6.13	\$6.74	\$6.95	\$7.49	\$9.4	\$10.3	\$17.2
1938	236	\$5.43	\$5.66	\$6.16	\$6.76	\$6.98	\$7.52	\$9.4	\$10.4	\$17.3
1939	236	\$5.43	\$5.66	\$6.16	\$6.76	\$6.98	\$7.52	\$9.4	\$10.4	\$17.3
1940	242	\$5.57	\$5.80	\$6.31	\$6.94	\$7.16	\$7.71	\$9.6	\$10.6	\$17.8
1941	258	\$5.94	\$6.18	\$6.73	\$7.39	\$7.63	\$8.22	\$10.3	\$11.3	\$18.9
1942	276	\$6.35	\$6.62	\$7.20	\$7.91	\$8.16	\$8.80	\$11.0	\$12.1	\$20.3
1949	477	\$11.0	\$11.4	\$12.4	\$13.7	\$14.1	\$15.2	\$19.0	\$20.9	\$35.0
1964	936	\$21.5	\$22.4	\$24.4	\$26.8	\$27.7	\$29.8	\$37.3	\$41.1	\$68.7
1972	1,966	\$45.3	\$47.1	\$51.3	\$56.3	\$58.2	\$62.7	\$78.4	\$86.3	\$144
2012	10,329	\$238	\$248	\$269	\$296	\$306	\$329	\$412	\$454	\$758
2013	10,481	\$241	\$251	\$273	\$300	\$310	\$334	\$418	\$460	\$769

Appendix E
Original Cost of Pipeline Assets by Diameter and Year of Service

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Estimated Year of Service	Ductile Iron (DI) Pipe Original Costs by Inner Diameter (inch) by Year of Service										Total Original Cost
	2	4	6	8	10	12	16	18	24		
1923	\$ -	\$ 47,253	\$ 75,564	\$ 37,262	\$ 14,912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174,991
1924	\$ 98	\$ 6,530	\$ 10,442	\$ 5,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,218
1925	\$ 3,194	\$ 3,909	\$ 29,189	\$ 11,307	\$ 13,808	\$ 1,468	\$ 66,290	\$ 32,792	\$ 43,126	\$ -	\$ 205,082
1926	\$ -	\$ 3,551	\$ 5,679	\$ 2,801	\$ 1,121	\$ 1,989	\$ -	\$ -	\$ -	\$ -	\$ 15,141
1927	\$ -	\$ 8,369	\$ 13,383	\$ 6,600	\$ 2,641	\$ 4,688	\$ -	\$ -	\$ -	\$ -	\$ 35,681
1928	\$ -	\$ 238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 238
1929	\$ -	\$ 5,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,520
1931	\$ -	\$ 3,423	\$ -	\$ 2,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,123
1932	\$ -	\$ 3,543	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,543
1933	\$ -	\$ 3,373	\$ 5,394	\$ 2,660	\$ 1,064	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,491
1934	\$ -	\$ -	\$ -	\$ -	\$ 20,968	\$ 37,222	\$ -	\$ -	\$ -	\$ -	\$ 58,190
1935	\$ -	\$ 15,812	\$ 25,285	\$ 12,469	\$ 4,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,556
1936	\$ 472	\$ 31,519	\$ 50,404	\$ 24,855	\$ 9,947	\$ 17,657	\$ -	\$ -	\$ -	\$ -	\$ 134,853
1937	\$ -	\$ 17,549	\$ 28,063	\$ 13,838	\$ 5,538	\$ 9,831	\$ 3,897	\$ 1,928	\$ 2,535	\$ -	\$ 83,179
1938	\$ -	\$ 52,960	\$ 84,690	\$ 41,763	\$ 16,713	\$ 29,668	\$ -	\$ -	\$ -	\$ -	\$ 225,794
1939	\$ 892	\$ 59,589	\$ 95,291	\$ 46,990	\$ 9,402	\$ 33,382	\$ -	\$ -	\$ -	\$ -	\$ 245,547
1940	\$ 783	\$ 52,288	\$ 83,616	\$ 41,233	\$ 8,250	\$ 29,292	\$ -	\$ -	\$ -	\$ -	\$ 215,462
1941	\$ -	\$ 49,055	\$ 78,446	\$ 38,683	\$ 7,740	\$ 27,481	\$ -	\$ -	\$ -	\$ -	\$ 201,405
1942	\$ 125	\$ 8,383	\$ 13,406	\$ 6,611	\$ 1,323	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,849
1949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,469	\$ 20,800	\$ 10,289	\$ 13,532	\$ -	\$ 97,089
1964	\$ -	\$ 69,581	\$ 111,271	\$ 54,870	\$ 10,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 246,701
1972	\$ 2,748	\$ 183,610	\$ 293,619	\$ 144,790	\$ 28,972	\$ 102,859	\$ 40,775	\$ 20,170	\$ 26,527	\$ -	\$ 844,070
Total	\$ 8,312	\$ 626,054	\$ 1,003,742	\$ 494,580	\$ 158,369	\$ 348,007	\$ 131,762	\$ 65,179	\$ 85,720	\$ -	\$ 2,921,724

Appendix F
 Estimated Water Pipeline Life -- Western USA

<u>Pipe Type</u>		Service Life (yrs)
CI	Cast Iron	115
CICL	Cast Iron Cement Lined	100
DI	Ductile Iron	110
AC	Asbestos Cement	105
PVC	Poly Vinyl Chloride	75
Steel		95
PC	Prestressed Concrete	75

Source: AWWA 2010 Study "Buried No Longer"
 The City Department of Public Works estimates of asset service lives are based on best available information for asset management such as condition assessment and valuations. The City Department of Finance uses a standard service life of 50 years for CAFR-based GASB 34 depreciation calculations and accounting purposes; that value is not utilized in this Analysis.

Appendix G

Estimated Original City Pipeline Assets Costs by Year of Service

Year	Original Cost		Replacement		Replacement	
	Total Original Cost (OC)	Annual Depreciation (a)	Less Depreciation (2012 OCLD)	Total Replacement Cost 2012	Annual Depreciation	Cost Less Depreciation (2012 OCLD)
1923	\$174,991	\$1,591	\$33,407	\$8,445,823	\$76,780	\$1,612,384
1924	\$22,218	\$202	\$4,444	\$1,067,364	\$9,703	\$213,473
1925	\$205,082	\$1,864	\$42,881	\$10,232,880	\$93,026	\$2,139,602
1926	\$15,141	\$138	\$3,304	\$751,860	\$6,835	\$164,042
1927	\$35,681	\$324	\$8,109	\$1,788,990	\$16,264	\$406,589
1928	\$238	\$2	\$56	\$11,865	\$108	\$2,805
1929	\$5,520	\$50	\$1,355	\$275,442	\$2,504	\$67,609
1931	\$6,123	\$56	\$1,614	\$349,375	\$3,176	\$92,108
1932	\$3,543	\$32	\$966	\$233,067	\$2,119	\$63,564
1933	\$12,491	\$114	\$3,520	\$758,909	\$6,899	\$213,874
1934	\$58,190	\$529	\$16,928	\$3,035,481	\$27,595	\$883,049
1935	\$58,556	\$532	\$17,567	\$3,085,706	\$28,052	\$925,712
1936	\$134,853	\$1,226	\$41,682	\$6,761,378	\$61,467	\$2,089,881
1937	\$83,179	\$756	\$26,466	\$3,655,832	\$33,235	\$1,163,219
1938	\$225,794	\$2,053	\$73,896	\$9,881,929	\$89,836	\$3,234,086
1939	\$245,547	\$2,232	\$82,593	\$10,746,392	\$97,694	\$3,614,695
1940	\$215,462	\$1,959	\$74,432	\$9,195,932	\$83,599	\$3,176,776
1941	\$201,405	\$1,831	\$71,407	\$8,062,892	\$73,299	\$2,858,662
1942	\$29,849	\$271	\$10,854	\$1,117,023	\$10,155	\$406,190
1949	\$97,089	\$883	\$41,484	\$2,102,295	\$19,112	\$898,253
1964	\$246,701	\$2,243	\$139,050	\$2,722,303	\$24,748	\$1,534,389
1972	\$844,070	\$7,673	\$537,136	\$4,434,408	\$40,313	\$2,821,896
Total	\$2,921,724	\$26,561	\$1,233,151	\$88,717,146	\$806,520	\$28,582,858

a. All pipelines are Ductile Iron.

Appendix H
Engineering News Record Construction Index

Year (YE)	ENRCCI	
	Los Angeles	USA 20 Cities
1908	97	97
1910	96	96
1920	200	200
1930	203	203
1940	242	242
1945	308	308
1950	510	510
1955	660	660
1960	824	824
1965	971	971
1970	1,482	1,381
1975	2,586	2,212
1980	4,102	3,237
1985	5,447	4,195
1990	5,995	4,777
1995	6,526	5,524
2000	7,068	6,283
2001	7,227	6,390
2002	7,403	6,563
2003	7,532	6,782
2004	8,192	7,115
2005	8,567	7,446
2006	8,879	7,751
2007	9,182	7,966
2008	9,823	8,310
2009	9,764	8,570
2010	10,004	8,975
2011	10,089	9,194
2012	10,329	9,412
2013 (part year)	10,481	9,551
Current Annual Change		
2011-2013	2.4%	
2000-2012	3.2%	

The Engineering News Record Construction Cost Index tracks asset cost inflation.

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ATTACHMENT 2
Letter from PHL



planet home living

March 10, 2014

Shin Furukawa, PE
Deputy Public Works Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Subject: Request for Service Outside City of South Pasadena

Dear Shin Furukawa:

PHL Monterey Hills Moffatt, LLC, (PHL) the owner of five (5) lots on Moffatt Street is hereby requesting water and sewer service from the City of South Pasadena. Lots 18, 20, 22, 24 and 26 of Tract 5643 (MB 75/19-20) lie in the City of Los Angeles, but share an access easement that is in the City of South Pasadena.

In 2013, PHL paid for a citywide Water Study for the City of South Pasadena at the cost of \$13,270. It was determined our lots could be serviced from an operational point of view but it is still the decision of the City Council.

In order to service the five single-family detached units, five 1 ½" laterals and meters for domestic & fire sprinkler residential use will be required. We appreciate your support and look forward to receiving approval from City Council. Please confirm that the City of South Pasadena has approved our request and will service our lots.

Sincerely,

PHL Monterey Hills Moffatt, LLC

David French, Manager

1451 Quail Street, Suite 204 Newport Beach, CA 92660
Dir: 949.208.7248 | Fax: 877.279.6159

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

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

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

COUNCIL AGENDA: July 2, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, Public Work Director 
Debby Figoni, Senior Management Analyst 

SUBJECT: **Adoption of a Resolution Establishing a List of Protected Native Trees, Adding Drought Tolerant Trees and Rescinding Resolution No. 6509**

Recommendation

It is recommended that the City Council adopt a Resolution establishing a list of protected native and drought tolerant trees and rescind Resolution No. 6509.

Fiscal Impact

There is no fiscal impact associated with the adoption of this resolution.

Commission Review and Recommendation

The proposed amended tree list for this resolution was initiated and reviewed by the Natural Resources and Environmental Commission (NREC). The NREC recommends the City Council adopt the updated resolution.

Background

Resolution No. 6509 was adopted in 1997, establishing a list of protected native tree species. South Pasadena Municipal Code (SPMC) Chapter 34 – *trees and shrubs*, focuses specifically on the trimming or removal of oak trees and native specific trees.

While native trees are critical to the City of South Pasadena's (City) urban forest, there are locations and situations where a native tree, such as a large oak tree, is not appropriate. Furthermore, California's present drought conditions and arid climate have prompted the City to update the list of trees recommended for planting in parkways and other locations appropriate for the climate.

Realizing the changing conditions in the climate and urban forest, the NREC worked with staff on creating an updated and expanded list of native and climate appropriate trees specially targeted for the City. Feedback and approval of the recommended trees have been vetted by the City's Park Supervisor/Arborist, and the City's tree trimming contractor, West Coast Arborist.

Resolution establishing list of protected native and drought tolerant trees
July 2, 2014
Page 2 of 2

Southern California Edison was also consulted in regards to planting trees under and near power lines.

Trimming tree guidelines will stay the same as specified in the SPMC Chapter 34.

Analysis

South Pasadena's charm is widely attributed to its lush canopy of trees. A few of the many benefits trees offer are the capacity to provide shade, provide clean air, hold soil in place, and protect the watershed. South Pasadena's ability to maintain its urban forest has won the community acclaim as a "Tree City USA" for 14 years.

The City's urban forest has been a topic of recent discussion for many reasons. First, the City has an aging tree population that must be addressed in an effort to plan ahead and keep its forest thriving. Next, some of the established trees were planted in areas that were not ideal for the tree's mature size, requiring more frequent trimming and/or creating issues with the nearby sidewalk or street. Finally, some of the trees planted decades ago are not ideal for the arid climate and require more water which is an issue in present drought conditions.

In an effort to keep up with environmental changes and to be proactive about the future, the City's proposed new "Native and Drought Tolerant Tree List" provides a detailed list of 44 native and drought tolerant trees. For each tree, there is information on the tree's mature size, if it is deciduous or evergreen, its water needs, its bloom, if it is native and more. This list will be used for plantings in parkways, front landscapes, back landscapes, as well as in parks and city medians.

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. Draft Resolution
2. Native and Drought Tolerant Tree List
3. City Council Resolution No. 6509

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING A LIST OF PROTECTED NATIVE TREES,
ADDING DROUGHT TOLERANT TREES AND RESCINDING
RESOLUTION NO. 6509**

WHEREAS, on December 3, 1997, Resolution No. 6509, was adopted by City Council to establish a list of protected native tree species; and

WHEREAS, the native tree list required updating; and

WHEREAS, a new list of drought tolerant trees was created due to the drought in California; and

WHEREAS, the City of South Pasadena's Natural Resources and Environmental Commission has reviewed the list of protected native trees and recommends the City Council update the list and add a list of drought tolerant trees.

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 adopts the attached updated list of protected native and drought tolerant trees and rescinds Resolution No. 6509.

SECTION 2. The City Council of the City of South Pasadena hereby finds that the following species of trees are native Southern California for purposes of protection and regulations as specified in the South Pasadena Municipal Code.

<u>Common Name</u>	<u>Scientific Name</u>
Coast Live Oak *	Quercus agrifolia
Holly Oak *	Quercus ilex
Southern Live Oak *	Quercus virginiana
Scrub Oak *	Quercus berberidifolia
Canyon Live Oak *	Quercus chrysolepis
Engelmann Oak *	Quercus engelmannii
California Black Oak *	Quercus kelloggii
Interior Live Oak *	Quercus wislizeni
California Bay Laurel *	Umbellularia californica

Desert Willow *
 Catalina Ironwood *
 California Sycamore *
 Toyon *
 So. California Black Walnut *
 Hollyleaf Cherry *

Chilopsis linearis
 Lyonothamnus floribundus asplenifolius
 Platanus racemosa
 Heteromeles arbutifolia
 Juglans californica
 Prunus ilicifolia

* *California Native*

SECTION 3. The City Council of the City of South Pasadena hereby finds that the following species of trees are drought tolerant tree species for purposes of water conservation.

<u>Common Name</u>	<u>Scientific Name</u>
Fruitless Olive Tree	Olea europaea 'Majestic Beauty'
Shoestring Acacia	Acacia stenophylla
Incense Cedar	Calocedrus decurrens
Fruitless Sweetgum	Liquidambar styraciflua 'Rotundiloba'
Golden Trumpet Tree	Tabebuia chrysotricha
Willow Pittosporum	Pittosporum phillyraeoides
Pink Trumpet Tree	Tabebuia impetiginosa
Chinese Hackberry	Celtis sinensis
'Pink Dawn' or 'Morning Cloud'	Chitalpa tashkentensis
Chinese Fringe Tree	Chionanthus retusus
Paperbark Tree	Melaleuca quinquenervia
Australian Bottle Tree	Brachychitons
Blue Palo Verde	Parkinsonia florida
Desert Museum Palo Verde	Cercidium x 'Desert Museum'
African Sumac	Rhus lancea
Australian Willow	Geijera parviflora
Flaxleaf Paperbark	Melaleuca linarifolia
Chinese Pistache	Pistacia chinensis
Blue Atlas Cedar	Cedrus atlantica
Crape Myrtle	Lagerstroemia indica
Western Redbud	Cercis occidentalis
Strawberry Tree	Arbutus Marina
Fan-Tex Ash	Fraxinus velutina 'Rio Grande'
Sweet Bay	Laurus nobilis
Afghan Pine	Pinus eldarcia
Columbia Plane Tree	Platanus 'Columbia'
Ornamental Pear	Pyrus 'Chanticleer'
California Pepper	Schinus molle
Saw-Leaf Zelkova	Zelkova serrate

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 2nd day of July, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Richard L. Adams II, 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 2nd day of July, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
Native & Drought Tolerant Tree List



Native & Drought Tolerant Tree List



This list contains native and drought tolerant trees approved for planting in South Pasadena.

When planting a tree, remember to plant it with the mature tree in mind.

#	Tree Name (Common & Scientific)	Size	Deciduous Evergreen	Water Needs	Blooms Bloom Season	Native	Maintenance & Comments
1	Fruitless Olive Tree - Olea europaea 'Majestic Beauty'	15-30' h x 15-30' w	E	Low	Not significant N/A	No	Long lived. Works well as a screen.
2	Shoestring Acacia Acacia stenophylla	20-30' h x 10-20' w	E	Low	Pale Yellow Spring or Fall	No	Showy, fragrant flowers. Not long lived. Large, brown fruit spring thru fall.
3	Incense Cedar Calocedrus decurrens	70-90' h x 10-15' w	E	Low	Not significant Summer & Fall	No	Small flowers in spring. Pine cones in summer thru fall. Long lived.
4	Fruitless Sweetgum Liquidambar styraciflua 'Rotundiloba'	50-70' h x 20-25' w	D	Moderate	Not significant N/A	No	This variety has no seed balls. Low maintenance. Good in lawns. Don't plant near sidewalk, curb or water line.
5	Golden Trumpet Tree Tabebuia chrysostricha	25-50' h x 25-50' w	D	Moderate	Golden yellow Spring	No	Also comes in a lavender variety. Good substitute for Jacaranda.
6	Willow Pittosporum Pittosporum phillyraeoides	15-25' h x 10-15' w	E	Low-Mod.	Yellow Winter&Spring	No	Low maintenance. Stake young tree. Prolific fruit capsules. Tolerates heat. Good hedge.
7	Pink Trumpet Tree Tabebuia impetiginosa	25-30' h x 25-30' w	D	Moderate	White to lite pink Winter&Spring	No	Showy flowers. Best as a single trunk in the parkway.
8	Chinese Hackberry Celtis sinensis	40-60' h x 30-35' w	D	Low	Not significant Spring&Fall	No	Fast growing. Long lived. Small fruit in Fall. Good substitute for Chinese Elm.
9	California Bay Laurel Umbellularia californica	12-40' h x 12-40' w	E	Low	Yellow Spring	Yes	Prune as single leader. Pungent foliage.
10	Desert Willow Chilopsis linearis	25' h x 15' w	D	Low	Pink, rose or white Spring & Summer	Yes	Fast growing. Showy flowers. Brown fruit in fall.
11	'Pink Dawn' or 'Morning Cloud' Chitalpa tashkentensis	25-23' h x 25' w	D	Low-Mod.	Pink Spring thru Fall	No	Showy flowers. Large, brown fruit in fall invites wildlife.
12	Chinese Fringe Tree Chionanthus retusus	15-20' h x 10-15' w	D	Moderate	White+Prple fruit Spring & Fall	No	Low maintenance. Purple fruit on female trees during the Fall. Attractive exfoliating bark.
13	Paperbark Tree Melaleuca quinquenervia	20-40' h x 15-25' w	E	Low-Mod.	White or Pink Summer&Fall	No	Best when pruned as a multi-trunked tree. Has thorns.

"Someone's sitting in the shade today because someone planted a tree a long time ago." - Warren Buffett

#	Tree Name (Common & Scientific)	Size	Deciduous Evergreen	Water Needs	Blooms Bloom Season	Native	Maintenance & Comments
14	Australian Bottle Tree Brachychiton	30-40' h x 30' w	E	Low-Mod.	White Late spring	No	Low maintenance. Mature trees trunk tapers like a coke bottle. Seed pods drop.
15	Blue Palo Verde Parkinsonia florida	25-35' h x 25-30' w	E - D	Low	Yellow Spring	No	Flower and seed pod drop. Cultivated variety.
16	Desert Museum Palo Verde Cercidium x 'Desert Museum'	25' h x 25' w	E - D	Low	Yellow Spring & Summer	No	Do not overwater. Fast growing. No thorns.
17	African Sumac Rhus lancea	20-30' h x 20-35' w	E	Low-Mod.	White-green (F. only) Spring & Summer	No	Prune sucker growth. Can be trained as a multi or single trunk tree. Reddish fruits.
18	Australian Willow Geijera parviflora	25-30' h x 20' w	E	Low	Small white clusters Spring & Fall	No	Weeping branches & narrow willow-like leaves.
19	Flaxleaf Paperbark Melaleuca linarifolia	20-30' h x 20-25' w	E	Low	Small white Summer	No	Very little maintenance, may prune to show off trunk bark. Very drought tolerant.
20	Chinese Pistache Pistacia chinensis	30-50' h x 30-40' w	D	Low-Mod.	Red or purple fruit (F. only)/Summer	No	Good fall foliage.
21	California Sycamore Platanus racemosa	30-80' h x 20-50' w	D	Moderate	Not significant	Yes	Easy to establish. Needs wide parkway or space. Drops lots of leaves & seed balls.
22	Blue Atlas Cedar Cedrus atlantica	40-60' h x 25-40' w	E	Low-Mod.	Not significant	No	Low maintenance. Needs wide parkway. Drought tolerant once established.
23	Crape Myrtle Lagerstroemia indica	15-25' h x 6-15' w	D	Low-Mod.	Pink, Red, Lav. & Wht/Summer	No	Good under utilities. Nice bark. Showy flowers.
24	Western Redbud Cercis occidentalis	10-18' h x 10-18' w	D	Low	Magenta Spring	No	Showy flowers in Spring. Not best parkway tree due to lower, bushier branches.
25	Strawberry Tree Arbutus Marina	20-30' h x 25' w	E	Low-Mod.	Pink + Strawberry- like fruit Fall	No	Low maintenance. Showy flowers, fruit and bark.
26	Fan-Tex Ash ; Fraxinus velutina 'Rio Grande'	50' h x 30' w	D	Low-Mod.	Not significant	No	Small fruit in Summer or Fall. Gold leaves in Fall.
27	Sweet Bay Laurus nobilis	35' h x 20' w	E	Low-Mod.	Green, wht or yellow Spring	No	Small berries in Fall. Good for parkway. Good for hedge or topiary. Long lived.
28	Afghan Pine Pinus eldarica	30-50' h x 15-25' w	E	Low	Not significant	No	Good wind break. Popular for Christmas tree. Has pine cones. Needs wide parkways.
29	Columbia Plane Tree Platanus 'Columbia'	50' h x 35- 40' w	D	Low-Mod.	Not significant	No	Best for parks. Good shade tree. Beautiful bark.

#	Tree Name (Common & Scientific)	Size	Deciduous Evergreen	Water Needs	Blooms Bloom Season	Native	Maintenance & Comments
30	Ornamental Pear Pyrus 'Chanticleer'	25-35'h x 13-16'w	D	Low-Mod.	Showy White Spring	No	Gorgeous white flowers. Good street tree. Ideal for areas with limited space.
31	California Pepper Schinus molle	25-50'h x 25-40'w	E	Low	White, fragrant Summer	No	Fast growing. More trimming. Prolific red fruit in fall or winter. Long lived.
32	Saw-Leaf Zelkova Zelkova serrate	50-70'h x 50-70'w	D	Low-Mod.	Not significant	No	Good street tree in large space. Leaves turn in Fall. Good substitute for Chinese Elm.
33	Catalina Ironwood Lyonothamnus floribundus asplenifolius	50-60' h x 40' w	E	Low	Showy white Summer	Yes	Good street tree, but needs space. Nice bark. Fern-shaped leaves. Brown fruit litter in Fall.
34	Toyon Heteromeles arbutifolia	15' h x 15' w	E	Low	Showy white Summer	Yes	More a large, multi-trunk shrub. Good under utilities. Good hedge. Prolific red berries.
35	So. California Black Walnut Juglans californica	30' h x 30' w	D	Low-Mod.	Inconspicuous Walnuts in fall	Yes	Very large, so not great street tree. Not easy to find. Squirrels love the walnuts.
36	Hollyleaf Cherry Prunus ilicifolia	25' h x 30' w	E	Low-Mod.	Showy white Spring	Yes	Many varieties. Better used as shrub or hedge. Purple fruit in Summer.
37	Coast Live Oak Quercus agrifolia	20-70' h x 30-80' w	E	Low-Mod.	Not significant	Yes	Common street tree in wide parkways. Long lived. Presently susceptible to diseases.
38	Holly Oak Quercus ilex	65' h x 50' w	E	Low	Not significant	Yes	Very large - not good street tree. Long lived. Medium acorns in Fall & Winter.
39	Southern Live Oak Quercus virginiana	50' h x 50' w	E - D	Low	Not significant	Yes	Briefly deciduous. Smaller of the Oaks. Long lived. Acorns.
40	Scrub Oak Quercus berberidifolia	6-12' h x 6- 10' w	E	Low	Not significant	Yes	Better used as shrub or hedge. Good under utilities. Small acorns in Fall & Winter.
41	Canyon Live Oak Quercus chrysolepis	65' h x 50' w	E	Low	Not significant	Yes	Very large - not good street tree. Love live. Medium acorns in Fall & Winter.
42	Engelmann Oak Quercus engelmannii	50-60' h x 50' w	E	Low	Not significant	Yes	Very large-not good street tree. Long lived. A rare Oak. Acorns.
43	California Black Oak Quercus kelloggii	65' h x 50' w	E	Low	Not significant	Yes	Better at higher altitudes. Very large-not good street tree. Long lived. Acorns Fall & Winter.
44	Interior Live Oak Quercus wislizeni	65' h x 50' w	E	Low	Not significant	Yes	Very large-not good street tree. Long lived. Dense leaves. Acorns Fall & Winter.

Note: Trees under Southern California Edison lines should be no taller than 25' at maturity.

Updated: 06/04/14

"The best time to plant a tree is 20 years ago. The second best time is now." African proverb

ATTACHMENT 3
City Council Resolution No. 6509

RESOLUTION NO. 6509

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING A LIST OF PROTECTED NATIVE TREE SPECIES

WHEREAS, Chapter 34 - Trees and Shrubs of the South Pasadena Municipal Code regulates certain activities related to the trimming or removal of oak trees and native species trees; and

WHEREAS, a list of recognized native species trees has not previously been adopted by the City Council;

NOW THEREFORE, the City Council of the City of South Pasadena does hereby resolve as follows:

Section 1: that the City Council of the City of South Pasadena hereby finds that the following species of trees are all native Southern California tree species for purposes of protection and regulations as specified in the South Pasadena Municipal Code.

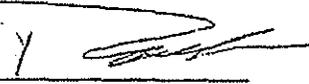
Scientific name	Common name(s)
<i>Sequoia sempervirens</i>	Coast Redwood
<i>Sequoia gigantea</i>	Giant Redwood
<i>Sequoia glyptostroboides</i>	Dawn Redwood
<i>Juglan californica</i>	California Walnut ←
<i>Lithocarpus densiflora</i>	Tanbark Oak
<i>Quercus lobata</i>	Valley Oak
<i>Quercus douglasii</i>	Blue Oak
<i>Quercus engelmannii</i>	Engelmann Oak
<i>Quercus chrysolepis</i>	Canyon Live Oak
<i>Quercus agrifolia</i>	Coast Live Oak or California Live Oak
<i>Quercus wislizenii</i>	Interior Live Oak
<i>Quercus kelloggii</i>	California Black Oak
<i>Quercus morehus</i>	Oracle Oak

PAGE 2.
RESOLUTION NO. 6500

Quercus palmeri	Palmer Oak
Platanus racemosa	Sycamore
Heteromeles arbutifolia	Toyon or Christmas Berry
Sambucus caerulea	Blue Elderberry
Sambucus mexicana	Mexican Elderberry

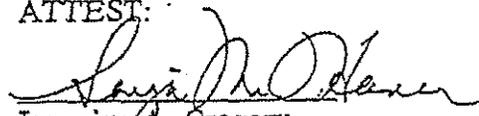
Section 2: That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 3rd day of December, 1997.

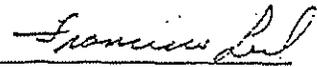


 Paul Zee, Mayor
 City of South Pasadena

ATTEST:


 for Jeannine A. Gregory,
 City Clerk

APPROVED AS TO FORM:



 City Attorney

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the 3rd day of December, 1997 by the following vote:

AYES: Knapp, Cohen, Emory and Mayor Zee

NOES: None

ABSENT: Saeta

ABSTAINED: None


 for City Clerk

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

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

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

COUNCIL AGENDA: July 2, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Margaret Lin, Principal Management Analyst *ML*
SUBJECT: **Authorize the City Manager to Execute Four Professional Services Agreements on Behalf of the "5-Cities Alliance" for Consulting Services for the SR-710 North Study and Allocate an Additional \$5,000 for Individual In-Person Meetings with City Council and Staff**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute four Professional Services Agreements (PSA) on behalf of the "5-Cities Alliance" (Alliance) for consulting services for the State Route 710 North Study (SR-710 Study); and
2. Allocate an additional \$5,000 dollars for individual in-person meetings with consultants.

Fiscal Impact

The City of South Pasadena has already committed \$50,000 dollars to the Alliance as have all of the participating cities. The additional \$5,000 for individual in-person meetings will be beneficial to City Council and staff. There are sufficient funds in the 101-2021-8170 account, dedicated to SR-710 consulting services. The City of La Cañada Flintridge is also allocating an additional \$5,000 for individual in-person meetings for their City Council and staff. Below is a list of the consultants and the agreed upon contract amount; in total the Alliance has committed \$259,975 on consulting services for the SR-710 Study.

- Nelson/Nygaard – *Transportation* - **\$80,000**
- Mestre Greve Associates Division of Landrum & Brown – *Air Quality & Noise* - **\$49,975**
- Wilson Geosciences, Inc – *Geotechnical & Hydrology* - **\$30,000**
- Shute, Mihaly & Weinberger LLP – *Legal/California Environmental Quality Act (CEQA)* - **\$100,000**

Commission Review and Recommendation

The Freeway and Transportation Commission has been briefed on this matter and support moving forward with executing PSAs for the SR-710 Study.

Background

On December 18, 2013, the City Council approved the Alliance Memorandum of Understanding (MOU), allowing the City to work jointly with the cities of Glendale, La Cañada Flintridge, Pasadena, and Sierra Madre. The Alliance adopted a Funding Plan for consultant services, requiring each member city to contribute \$50,000 for a total of \$250,000. As the Alliance's designated Fiduciary Agent, the City of South Pasadena is responsible for collecting monies from the member cities and administering payments for the expenses incurred by the Alliance.

The City issued Requests for Proposals (RFPs) in February 2014 for Air Quality; Geotechnical, Structural Engineering, Noise, Safety/Security of Tunnel Operations; Transportation; and Legal/CEQA consulting services. A total of 12 consultants submitted proposals and interviews were conducted in March 2014. City Managers and transportation staff from the member cities participated on the Panel Review Committee (PRC) which conducted consultant interviews, selection and negotiation of terms for work on the SR-710 Study.

Analysis

The purpose of the Alliance is to share resources and information regarding issues related to the SR-710 Study. The Alliance is a significant achievement exemplifying the regional importance of the SR-710 Study and the pooling of resources will save participating cities' money. The Alliance wants to ensure that the SR-710 EIR/EIS is done properly and considers all important needs, trends, evidence and goals in order to provide a comprehensive understanding of the effects of all the proposed alternatives. Authorizing the City Manager to execute these contracts will allow for the city staffs to work with consultants to ensure that we will be prepared for the release of the SR-710 DEIR/EIS.

The combined work provided by the Alliance consultants will be incorporated in a formal comment letter on the SR-710 DEIR/EIS. The SR-710 DEIR/EIS will be released by the Metropolitan Transportation Authority (Metro) and the California Department of Transportation (Caltrans); in February of 2015, eight months after its originally proposed release date. The information synthesized by the consultants will also be used throughout the SR-710 Study process. Additionally, South Pasadena will prepare its own comment letter, building upon the information and analysis provided through the Alliance partnership.

Legal Review

The City Attorney has reviewed this item and the attached four PSAs.

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*.

Authorize City Manager to Execute Agreements for SR-710 Environmental Study
July 2, 2014
Page 3 of 3

Attachments:

1. Nelson/Nygaard Professional Services Agreement
2. Mestre Greve Associates Division of Landrum & Brown Professional Services Agreement
3. Wilson Geosciences, Inc Professional Services Agreement
4. Shute, Mihaly & Weinberger LLP Retainer Agreement

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ATTACHMENT 1
Nelson/Nygaard Professional Services Agreement

CITY OF SOUTH PASADENA
PROFESSIONAL SERVICES AGREEMENT
WITH
NELSON\NYGAARD CONSULTING ASSOCIATES

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and NELSON\NYGAARD CONSULTING ASSOCIATES, INC., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to prepare a transportation analysis of the State Route 710 North Extension Draft Environmental Impact Report and Environmental Impact Statement, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" ("Scope of Services") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the "Scope of Services" attached hereto and incorporated into this Agreement as Exhibit "A."

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants, of a similar size organization, in similar fields and circumstances in accordance with sound professional practices ("Standard of Care"). Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws

that may affect Consultant's performance of this Agreement pursuant to the Standard of Care.

1.3 Familiarity with Work. By execution of this Agreement, Consultant warrants that pursuant to the professional practices in Section 1.2 herein:

- (1) It has thoroughly investigated and considered the work to be performed, based on all available information; and
- (2) It carefully considered how the work should be performed; and
- (3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and
- (4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City and within the hereinafter specified terms of this section. Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not reasonably satisfactory to City, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is reasonably satisfactory to City; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Consultant will take affirmative action to ensure that that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Jeffrey Tumlin, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

2.0. COMPENSATION AND BILLING

2.1. Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as provided below:

City will pay the following to the Contractor for services performed:

Professional Fees:

Consultant's billable hourly rate shall range from \$ 50 per hour for an intern to \$261 for a Principal VIII (for more detail see Exhibit "A").

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2 Maximum Amount. The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$80,000. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$64,000 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant performing the additional services. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation are barred and are unenforceable.

2.4 Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole reasonable satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

Consultant shall submit invoices to the City at the following address:

Sergio Gonzales, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Project name/description;
- 2) Name and hours worked by each person who performed services during the billing period;
- 3) The title/classification under which they were billed;
- 4) The hourly rate of pay;
- 5) Actual out-of-pocket expenses incurred in the performance of services; and,
- 6) Other such information as the City may reasonably require.

2.5. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective on _____ ("Effective Date") and shall remain in effect until June 30, 2015 or until the work is satisfactorily completed, whichever occurs first, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with thirty (30) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents

prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "B" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City Attorney.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits "A" and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager ("City Representative"), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Jeffrey Tumlin or such other person designated in writing by him and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

- (a) Provide interpretation of the scope and specifications for the work to be performed;
- (b) Monitor performance of the Work to ensure compliance with the Agreement;
- (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;
- (d) Obtain and review Monthly Statements;
- (e) Suspend work in accordance with other provisions of this Agreement;

- (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
- (g) Work directly with the Consultant in the performance of this Agreement.

Consultant's Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant's Representative shall attend and assist in all coordination meetings called by City. It is expressly agreed that Consultant's Representative may attend telephonically.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:

Paul Jewel, President and C.O.O.
 Nelson\Nygaard
 Consulting Associates
 116 New Montgomery Street,
 Suite 500
 San Francisco, CA 94105
 (415) 284-1544

IF TO CITY:

Sergio Gonzales, City Manager
 City of South Pasadena
 1414 Mission Street
 South Pasadena, CA 91030
 (626) 403-7210

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of

its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any

such documents or information shall not be made available to any individual or organization without the prior consent of City. City shall grant such authorization if disclosure is required by law. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.

6.17. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of

any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

6.18. Licenses, Permits, and Fees. Consultant shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement pursuant to the professional practices in Section 1.2 herein.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole reasonable satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.29. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

6.30. Applicable Laws, Codes, and Regulations. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services pursuant to Section 1.2.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports,

and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

6.34. Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Dated: _____

THE CITY OF SOUTH PASADENA

By: _____
Sergio Gonzalez, City Manager

Dated: _____

NELSON\NYGAARD CONSULTING

By: 
Paul Jewel, President

Federal ID No. 58-2592493

APPROVED AS TO FORM:

Richard L. Adams II., City Attorney

EXHIBIT "A"

SCOPE OF SERVICES



April 17, 2014

City of South Pasadena
City Manager's Office
Attn: Sergio Gonzalez
1414 Mission Street
South Pasadena, CA 91030

**RE: Updated Scope and Budget for Transportation Analysis of the State Route 710 North
Extension Draft Environmental Impact Report and Environmental Impact Statement
(DEIR/EIS)**

Dear Mr. Gonzalez:

As discussed, we are pleased to submit this revised scope and budget for continuing our work with the City of South Pasadena and the A-5 Cities Alliance in developing a smarter, more sustainable alternative to extending the 710 freeway under your cities.

We understand that there are two freeway stubs labeled "710" that point at each other, and that there has been a plan for a dense grid of freeways across the Los Angeles Basin since the 1950s. However, 1950s-era solutions will not solve the problems of 2014, and completing a line on a map is no longer sufficient justification for the commitment of public funds or the imposition of significant negative impacts upon your residents. It will be our task to support your city and its neighbors in scrutinizing the SR-710 project environmental document for signs of bias, poor analysis, and disconnect with its stated Purpose and Need.

We look forward to working with you to refine this proposal to find more refined transportation solutions for the San Gabriel Valley.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Tumkin', written over a large, stylized circular flourish.

Jeffrey Tumkin
Principal

City of South Pasadena

Transportation Analysis of State Route 710 North Extension DEIR/EIS



Submitted by
Nelson\Nygaard Consulting Associates
116 New Montgomery Street, Suite 500, San Francisco, CA 94105
415-284-1544 FAX 415-284-1554

CONTACT: Ria Hutabarat Lo TITLE: Principal
EMAIL: rlo@nelsonnygaard.com

SCOPE OF WORK

This scope of work summarizes the proposal as envisioned by our team. We will work closely with the City of South Pasadena in collecting data required for this work and communicating with key stakeholders. All deliverables will be submitted in an editable electronic format and PDF. A summary of tasks and deliverables is listed below.

TASK 1: PROJECT KICKOFF

We would like to begin the project with a kickoff meeting to establish a common understanding of the project requirements, goals, timeline and performance expectations. The kickoff meeting will aim to:

- Introduce consultant and client staff
- Clarify goals for the project
- Clarify the A-5 Cities' vision in relations to regional transportation
- Understand tensions and opportunities arising from the project
- Identify available data and documents
- Review technical aspects of the work program
- Refine the proposed work scope and schedule
- Establish a communications protocol for the project

This meeting will review the proposed scope and timeline and make necessary adjustments to ensure the project can meet the mandated timeline without compromising the participation and input necessary to successful analysis and adoption.

Deliverable: Meeting notes and contact sign-ins

TASK 2: REVIEW PERFORMANCE CRITERIA USED TO SELECT ALTERNATIVES

2.1 Analyze Project Needs and Purpose

The acceptable solution to any issue relies upon the definition of the problem that is to be solved. Where the problem definition is circular, the planning process becomes impervious to sensible alternatives, since the proposed project (e.g. a highway extension) has been jointly constructed with the problem definition itself (e.g. the “need” for a highway extension). Scholars identify circular problem definition as a fundamental flaw associated with many megaproject planning processes; they find that the resulting projects are inevitably suboptimal with respect to economic and other performance criteria.¹

In the United States, many mid-twentieth century transportation projects can be characterized as having both a modally-biased and circular problem definition. SR-710 is one such example of a project/problem that was historically framed in a circular and modally biased manner, where the only possible solution to the circular problem of a “freeway gap” was a “freeway gap closure”. This mono-modal and circular problem framing, ignores the complex, intermodal relationships between transportation, land uses and communities. It also dismisses a host of multimodal, and even non-transportation, solutions to the underlying problems of access, mobility and exchange.

For this project, Nelson\Nygaard will therefore critically examine the problem definition itself as well as the specific purpose and need that the project is supposed to address. We will assess whether the right question was asked and whether appropriate alternatives were studied. We will also analyze whether there is evidence that a freeway tunnel was the pre-determined preferred alternative and set up to out-compete other alternatives.

2.2 Analyze Performance Criteria

We will also examine the relationship between proposed performance criteria and the stated project purpose and need.

Firstly, we will examine what performance measures that have been adopted to assess the performance of the project in terms of key mobility or multimodal goals. These criteria will be critically analyzed and compared with both the stated project goals and industry best practice. In particular, we are interested in assessing whether the proposed performance criteria are capable of measuring the project performance in relation to its stated goals.

Secondly, we will analyze air quality criteria that have been adopted to assess the emissions performance of the project. These criteria will be assessed for inconsistencies, bias, and other criteria that are pertinent to comparing the alternatives and understanding the true performance of the project. This analysis will draw upon best practice approaches to environmental and air quality assessment.

Deliverable: Memo on Project Goals and Performance Criteria

¹ Low, Nicholas and Sophie Sturup. “Storylines, leadership and risk: Some findings from Australian case studies of urban transport megaprojects” OMEGA2 Project Final Workshop, University College London, April 9, 2013.

TASK 3: CRITICAL ANALYSIS OF TRANSPORTATION ELEMENTS

The key element within the project will be the analysis of alternatives presented under the DEIR/EIS. This task will focus on analysis of the tunnel highway alternative, but will also assess other alternatives to a lesser extent.

3.1 Analyze No Build Alternative

We will consider the other alternatives that are presented within the DEIR/EIS. This analysis will consider the design of these alternatives and whether they provide a real alternative to the proposed project. As part of this assessment we will identify if a more sensible alternative exists that was not presented as part of the study.

For the no-build alternative we will critically analyze transportation elements and assessment procedures and results.

3.2 Analyze Travel Demand Management / Transportation Systems Management (TDM/TSM) Alternative

For this alternative, we will review projects, programs and improvements that have been incorporated into this alternative in order to provide the A-5 Cities with an understanding of the approach and how it compares to standard practice and best practice.

We will also analyze the impacts of this alternative on local traffic as well as the methodologies that were used to assess these impacts. As part of this task, we will consider how TDM/TSM will affect level of service (LOS) at multiple key intersections throughout the study area as well as impacts on vehicle miles traveled relative to the No Build alternative.

3.3 Analyze Bus Rapid Transit (BRT) Alternative

For this task, we will review the proposed route and selected stops to determine if the route is optimal for a combination of ridership and speed given Metro's end points as well as current and future travel patterns in the region. Based on our professional experience with BRT, we will examine issues of parking loss, reversible dedicated lanes and other elements to assess whether they are necessary for the BRT alternative.

We will then consider the modeling techniques that have been used to measure ridership and traffic effects, and we will compare these measures to standard practice and industry best practice. We will also consider impacts on vehicle miles traveled relative to the No Build alternative. As a result of this analysis, we will provide the A-5 Cities with an understanding of how this assessment was undertaken and how much capacity is achieved for the region if this alternative is implemented.

Finally, we will consider the proposed budget for this alternative and compare this cost to standard practice for BRT. If the cost is higher than industry averages, we will identify and assess the main items that are driving up costs.

3.4 Analyze Light Rail Transit (LRT) Alternative

For this alternative we will review the proposed route and selected stops to determine if the route is optimal for a combination of ridership and speed given Metro's end points as well as current and future travel patterns in the region. Based on our analysis, we will highlight alternative station locations that would result in higher levels of ridership and will support these claims with relevant statistical and other data. Drawing from studies of the Expo Light Rail Phase 1, we will elaborate on why Metro's ridership

projections may be low and why their assessment of local speeds may be flawed. As a result of this analysis, we will provide the A-5 Cities with an understanding of how much additional capacity is provided to the region if this alternative is implemented.

Finally, we will consider the proposed budget for this alternative and compare this cost to standard practice for LRT. If the cost is higher than industry averages, we will identify and assess the main items that are driving up costs.

3.5 Analyze Twin Deep-Bore Tunnel Highway Alternatives

The focus of this task will be on analyzing the tunnel highway alternatives, which include a twin deep-bore alternative listed in the Alternative Analysis Report in addition to a single deep-bore alternative that was included during later meetings.

For this alternative, we will review the proposed traffic assessment at a variety of scales and analyze the modeling approach that was used for this evaluation. Given the current and future conditions, we will examine the estimated trip generation rates and assess whether the estimated traffic and travel time savings are accurate and meaningful. In particular we will consider whether the freeway tunnel will achieve its claimed benefits and alleviate local traffic impacts. We will consider whether the EIR/EIS properly assessed latent demand, mode shift, and induced demand, as well as whether these travel time assessments are meaningful from a multimodal and system-wide perspective. We will also consider project impacts on land use patterns and vehicle miles traveled.

In addition to project impacts, we will review the EIR/EIS to determine if it accounts for traffic conditions during the length of the construction period, and land use impacts arising from highway construction.

While tolling was not incorporated in the Alternative Analysis Report, it will need to be a feature of the EIR/EIS because the project will most likely be constructed using a public-private partnership. We will therefore examine the impact of tolling on the likely effectiveness of the project, and we will evaluate trip diversion rates that result from toll avoidance relative to best practices to assess their accuracy. In light of the types of trips within the area, we will consider how trip diversion will affect local and regional congestion. Specifically, we will consider whether the freeway tunnel is likely to divert motorists from their current course, and then replace them with motorists who are not interested in paying the toll.

As part of this analysis, we will also review the automobile fleet mix to determine the types of utilization projected for the facility. In particular, we will examine travel cost and capacity assumptions, and their implications for how the tunnel alternative works economically if indeed there are no trucks on the facility. This analysis will feed into an assessment of the proposed budget for this alternative and a comparison of this cost to other completed projects of a similar scope and scale.

Finally, we will critically compare claimed benefits to capital, operating and maintenance costs associated with the project.

3.6 Critically Analyze the Alternatives

Having assessed the project goals and alternatives, Nelson\Nygaard will thoroughly evaluate how the proposed project and alternatives address the stated project purpose and need. We will carefully unpack the elements of the stated project purpose and assess the relevance of the proposed project and each alternative to each of these elements.

In undertaking this assessment, we will consider the relationship between the project and its stated goals from the perspective of different communities, land uses, and modes of transportation. Where applicable,

this assessment will draw upon recent policy statements and research regarding multimodal transportation and transportation-land use interactions.

We will also consider whether each alternative is design in such a way as to provide a meaningful alternative to achieving the project goals.

Deliverable: Memo on Alternatives

TASK 4: PREPARE RESPONSE COMMENT LETTER

5.1 Draft Letter

Based on the above analysis, Nelson\Nygaard will draft a comment letter to assist the A-5 Cities in responding to the DEIR/EIS. This letter will incorporate relevant studies, research and information to validate claims and assertions that are made. The letter will be distributed to the project team as agreed with the A-5 Cities project manager.

5.2 Final Draft

Based on feedback from staff and officials within the A-5 Cities, the Nelson\Nygaard team will update the draft letter and submit the final draft to the A-5 Cities project manager. The final draft is intended to be formatted by the Cities in order to submit in response to the DEIR/EIS.

Deliverable: Draft Letter and Final Draft Letter for DEIR/EIS

TASK 5: COORDINATION AND UPDATE MEETINGS

5.1 Project Coordination

Project management and stakeholder engagement is not a unique task, but rather a continuing dialogue and accountability mechanism throughout the study process. The final product will be informed by ongoing communication between the Consultant and City stakeholders as agreed in the project kickoff meeting.

This task will also involve coordination with other consultants and special counsel who are evaluating air quality, legal/CEQA compliance, geotechnical aspects, structural engineering analysis, noise analysis, hydrology, and safety/security of tunnel operations. Coordination with these entities will help to highlight inconsistencies and strengthen arguments across different elements of the project.

5.2 Update Meetings

We propose to conduct regular meetings between the Client and Consultant Team project managers to review interim products, provide timely feedback, and plan upcoming activities to ensure seamless coordination and execution. These 30-minute to one-hour meetings will be conducted by phone or in person as needed but given the likely short duration of tasks are anticipated to be necessary on at least a bi-weekly basis.

For phone meetings, Nelson\Nygaard is proposing that meeting occur via conference call, supported by our online "Go To Meeting" service, which allows the entire project team located at multiple sites to view

the same PowerPoint presentation, Word document, or Excel spreadsheet in real-time. We have successfully used this service with other projects.

Deliverable: All meeting notes and contact sign-ins

TASK 6: MEETINGS AND PRESENTATIONS

Throughout the project, the Nelson\Nygaard team will be prepared to present updates and findings of the study at least seven (7) meetings with City staff and City Councils. This task includes preparation, travel, and attendance at these meetings by the Project Manager.

As discussed under Task 8, we are available to attend and provide presentations at further meetings on an on-call basis.

Deliverable: Presentation attendance and materials

CONTINGENCY TASK 7: VISIT SACRAMENTO

We believe that a visit to Sacramento will be necessary to effectively advocate for a smarter and more sustainable alternative to extending the 710 freeway. Given the change in leadership at CalSTA and its strong interest in using the environmental process to account for induced demand and improve project efficiency, this project may be a model for a different, smarter approach for Caltrans.

7.1 Draft Materials and San Gabriel Valley Mobility Alternative

To prepare for this visit, we will draw upon work that has already been completed in the previous tasks, as well as other work that has been undertaken by organizations such as the Smart State Transportation Initiative (SSTI). This material will be organized so as to provide a clear and cohesive direction for policy makers, supported by key analytical data regarding the proposed project.

In addition to compiling materials on analysis of the 710 extension, we will also sketching a package of real multimodal alternatives to the 710 extension. These alternatives will be developed by considering the underlying purpose and need, as well as current and future travel patterns in the region. Based on this information, we will develop concept-level designs for real potential alternatives to the 710 extension. These alternatives will likely encompass transit infrastructure and service, non-motorized transportation facilities, street network and design, land use change, and travel demand management.

7.2 Visit Sacramento

We are proposing to visit Sacramento in order to work directly with Caltrans on a new approach to mobility in the San Gabriel Valley. This visit will include meetings with staff from the Director's Office and other key offices.

Deliverable: Meeting materials and minutes

CONTINGENCY TASK 8: OTHER PRESENTATIONS

We are also available to provide presentations for community organizations, outreach events, and other project-related meetings as needed.

This task might also include testifying at board meetings, providing additional presentations and expert advice at public hearings or City Council sessions, and carrying out workshops with members of the A-5 Cities alliance.

Deliverable: Presentation attendance and materials

FEE PROPOSAL

Nelson\Nygaard's 2013-2014 billing rates are as follows, and are valid through June 30, 2014:

Staff	Hourly Rate
Principal VIII	\$261.00
Principal VII	\$232.00
Principal VI	\$210.00
Principal V	\$197.00
Principal IV	\$180.00
Principal III	\$169.00
Principal II	\$159.00
Senior Associate II	\$150.00
Senior Associate I	\$140.00
Associate Project Planner	\$129.00
Associate II	\$92.00
Associate I	\$77.00
GIS	\$129.00
Creative Services	\$129.00
Intern	\$50.00

Smart Mobility's billing rates are as follows:

Staff	Hourly Rate
Norm Marshall	\$130.00

Our proposed budget is a basic not-to-exceed cost of \$62,278 for Tasks 1 through 6, and a total not-to-exceed cost of \$80,000 for Tasks 1 through 8.

Total Billing Rate	Nelson Nygaard				Smart Mobility				Total Labor Costs	Other Direct Costs	TOTAL
	Tumlin Principal VIII	Chelman Principal VII	Lo / Ricks Principal IV	Supawanich Senior Associate I	NN Labor		Marshall	SM Labor			
	\$261.00	\$232.00	\$180.00	\$140.00	Hours	Cost	\$130.00	Cost			
1 Project Kickoff	6	0	8	8	22	\$4,126	0	\$0	\$4,126	\$1,622	\$5,748
2 Review Performance Criteria Used to Select Alternatives	2	2	11	8	23	\$4,086	14	\$1,820	\$5,906	\$0	\$5,906
3 Critical Analysis of Transportation Elements	8	17	41	27	93	\$17,199	58	\$7,540	\$22,688	\$0	\$24,739
4 Prepare Response Comment Letter	6	0	11	4	21	\$4,106	6	\$780	\$4,886	\$0	\$4,886
5 Coordination and Update Meetings	0	0	18	4	22	\$3,800	0	\$0	\$3,800	\$0	\$3,800
6 Meetings and Presentations	21	0	21	4	46	\$9,821	0	\$0	\$9,821	\$7,378	\$17,199
7 Visit Sacramento	7	0	11	0	18	\$3,807	0	\$0	\$3,807	\$1,622	\$5,429
8 Other Presentations	15	0	15	0	30	\$6,615	0	\$0	\$13,230	\$5,678	\$12,293
Total Hours Tasks 1-6	43	19	110	55	227		78				
Total Costs Tasks 1-6	\$11,223	\$4,408	\$19,800	\$7,707		\$43,138	\$10,140	\$10,140	\$53,278	\$7,300	\$62,278
Total Hours Tasks 1-8	65	19	136	55	275		78				
Total Cost Tasks 1-8	\$16,965	\$4,408	\$24,480	\$7,707		\$53,560	\$10,140	\$10,140	\$63,700	\$14,600	\$80,000

EXHIBIT "B"

INSURANCE REQUIREMENTS

The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory.

Professional Liability Insurance \$1,000,000/\$2,000,000

General Liability:

a.	General Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle used in the performance of the services, combined single limit
\$1,000,000

The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is

not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BayPoint Benefits 1700 Montgomery Street Suite 212 San Francisco CA 94111	CONTACT NAME: Joel Starke PHONE (A/C No. Ext): (415) 520-1080 FAX (A/C No.): E-MAIL ADDRESS: joel.starke@baypointbenefits.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Company LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B: Sentinel Insurance Company LTD</td> <td>11000</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company LTD	11000	INSURER B: Sentinel Insurance Company LTD	11000	INSURER C: Continental Casualty Company		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED NELSON/NYGAARD Consulting Associates, Inc. 116 NEW MONTGOMERY ST STE 500 SAN FRANCISCO CA 94105														

COVERAGES **CERTIFICATE NUMBER:** CL1452300738 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X		57 SBA BF4304	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		57 SBA BF4304	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	BODILY INJURY (Per person) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			57 SBA BF4304	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			57 WEC PF8365	9/1/2013	9/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			MCH591867601	12/1/2013	12/1/2014	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the Insured's Operations. City of South Pasadena, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants are listed as additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Coverage is primary & non-contributory per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER City of South Pasadena Attn: Sergio Gonzales 1414 Mission Street South Pasadena, CA 91030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joel Starke/JOELS
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ATTACHMENT 2
Mestre Greve Associates Division of Landrum & Brown
Professional Services Agreement

CITY OF SOUTH PASADENA
PROFESSIONAL SERVICES AGREEMENT
WITH
LANDRUM AND BROWN, Inc.

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and LANDRUM & BROWN, INC. ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to review and comment on the air quality and noise analyses for the State Route 710 (SR-710) North DEIR/EIS, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" ("Scope of Services") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the "Scope of Services" attached hereto and incorporated into this Agreement as Exhibit "A."

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise

City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Familiarity with Work. By execution of this Agreement, Consultant warrants that:

(1) It has thoroughly investigated and considered the work to be performed, based on all available information; and

(2) It carefully considered how the work should be performed; and

(3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and

(4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Consultant will take affirmative action to ensure that that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Vince Mestre, P.E. and Matthew B. Jones, P.E., who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

2.0. COMPENSATION AND BILLING

2.1. Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as provided below:

City will pay the following to the Contractor for services performed:

Professional Fees:

Consultant's billable hourly rate shall be from \$ 55 per hour for an Analyst II to \$235 per hour for the Managing Director (further break down in Exhibit "A.")

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2 Maximum Amount. The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$49,975. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$39,980 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant performing the additional services. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation are barred and are unenforceable.

2.4 Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

Consultant shall submit invoices to the City at the following address:

Sergio Gonzalez, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Project name/description;
- 2) Name and hours worked by each person who performed services during the billing period;
- 3) The title/classification under which they were billed;
- 4) The hourly rate of pay;
- 5) Actual out-of-pocket expenses incurred in the performance of services; and,
- 6) Other such information as the City may reasonably require.

2.5. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents,

proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective on _____ ("Effective Date") and shall remain in effect until June 30, 2015 or when the work is satisfactorily completed, whichever occurs first, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with thirty (30) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "B" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City Attorney.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits "A" and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager ("City Representative"), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Vince Mestre, P.E. ("Consultant Representative") or such other person designated in writing by him and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

- (a) Provide interpretation of the scope and specifications for the work to be performed;
- (b) Monitor performance of the Work to ensure compliance with the Agreement;
- (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;
- (d) Obtain and review Monthly Statements;
- (e) Suspend work in accordance with other provisions of this Agreement;
- (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
- (g) Work directly with the Consultant in the performance of this Agreement.

Consultant's Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant's Representative shall attend and assist in all coordination meetings called by City.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:

Vince Mestre, P.E.
Managing Director
Landrum & Brown
19700 Fairchild Road, Suite 230
Irvine, CA 92612
(949) 349-0671

IF TO CITY:

Sergio Gonzalez
City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
(626) 403-7210

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of

litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes,

assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.

6.17. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

6.18. Licenses, Permits, and Fees. Consultant shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.29. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

6.30. Applicable Laws, Codes, and Regulations. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

6.34. Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

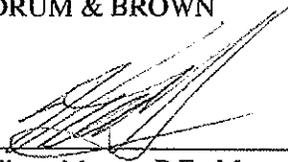
Dated: _____

THE CITY OF SOUTH PASADENA

By: _____
Sergio Gonzalez, City Manager

Dated: _____

LANDRUM & BROWN

By:  _____
Vince Mestre, P.E., Managing Director

Federal ID No. 31-1095645

APPROVED AS TO FORM:

Richard L. Adams II., City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



11 April 2014

Mr. Sergio Gonzalez
City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Subject: Scope and Cost Proposal to Review and Comment on the Air Quality and Noise Analyses for the State Route 710 (SR-710) North DEIR/EIS for the Five City Alliance

Dear Mr. Gonzalez,

Mestre Greve Associates division of Landrum & Brown is honored to be selected to review the Air Quality and Noise Analyses prepared for the State Route 710 (SR-710) North Project for the A-5 Cities; Glendale, La Cañada Flintridge, Pasadena, Sierra Madre, and South Pasadena

As requested, we have provided separate costs for the review of the Noise and Air Quality issues as well as a cost to perform both reviews. If we are selected to perform both reviews, we will be able to cover both subjects at all meetings. This results in the cost for reviewing both disciplines being considerably less than the total cost for the individual reviews.

Scope of Work

The following presents our proposed scope of work. The scope, described below, will apply to both disciplines. Specifically, there will be two work products for Tasks 2, 3, and 4, one addressing noise and the other addressing air quality. Both air quality and noise will be addressed at the meetings in Tasks 1, 5, and 6.

Task 1: Kickoff meeting

We will attend a project kickoff meeting to meet the representatives from the A-5 Cities and other consultants reviewing the other components of the DEIR/EIS. We will make a point to coordinate with the traffic consultant regarding the input we will need from them to complete our review. This will provide the Cities with an opportunity to present their specific concerns to ensure that they are addressed adequately. We understand that the project timeline will be refined during this meeting with specific deliverable submittal dates.

Task 2: Review of Alternatives Analysis

We will assess the relevant data presented in the Alternatives Analysis, and the technical memorandums presented in the Appendix, for accuracy and completeness. The relevant criteria used to evaluate the alternatives and select those carried forward in the DIER/EIS will be presented and reviewed for inconsistencies or bias.

Work Product: Report(s) presenting findings from our review of Alternatives

Analysis.

Task 3: Review of DEIR/EIS

We will perform an in-depth and comprehensive analysis of the methodologies, procedures, and assumptions used to assess the relevant impacts of the five project alternatives. Inconsistencies with guidance from the appropriate regulatory agencies will be noted along with any questionable assumptions or procedures used in the analysis. Any deficiencies in the analysis, conclusions, and/or recommendations will be identified. The impact on the findings and the conclusions of the DEIR/EIS due to any methodology, analysis or assumption issues will be identified and analyzed. Any potential impacts not assessed or inadequately assessed will be identified along with their potential effect on the findings and conclusions of the DEIR/EIS. We will provide a narrative description of the analyses presented in the DEIR/EIS along with an evaluation of the appropriateness, completeness, and conclusions of the analyses. Further, any significant caveats in the analyses will be identified and discussed. We will also provide a discussion of the significance findings of the DEIR/EIS and an evaluation of any mitigation measures proposed.

Note that our cost includes the delivery of draft review(s) and up to three revision cycles to finalize the report(s).

Work Product: Report(s) presenting findings from our review of DEIR/EIS. Ten copies will be provided (five unbound).

Task 4: Comment Letter Preparation

We will prepare a set of comments that identify any issues with the methodologies, analyses, conclusions, significance findings, and mitigation measures that need to be addressed in order to ensure that the potential impacts are assessed adequately based on the review completed under Task 3. The comments will identify specific issues in the DEIR/EIS that need additional consideration, clarification, or revisions to the analysis methods and assumptions. Pertinent analyses, studies, and research that validate the claims and assertions will be incorporated into the comments as appropriate.

Note that our cost includes the delivery of draft comments and up to four revision cycles to finalize the comments.

Work Product: Detailed comments to identify deficiencies in the analyses and or conclusions presented in the DEIR/EIS. Ten copies will be provided (five unbound).

Task 5: Coordination and Update Meetings

We will be available for meetings with city staff, other consultants and special council as necessary to share any specific information requested, update the status of our review, and to coordinate our approach to produce an effective comment letter. Our cost, presented below, includes attendance two meetings at the A5 Cities' facilities and participation in up to ten teleconferences. If required, additional meetings or teleconferences can be accommodated on a time and materials basis.

Task 6: Meetings/Presentations

Per the RFP, our cost includes attendance at up to seven meetings with the A5 Cities membership and their City Councils. If requested, we will prepare presentations to address any specific air quality or noise related issues and/or to present the findings of our review. This will also provide an opportunity for the City officials to provide direction regarding our

review(s). If required, additional meetings can be accommodated on a time and materials basis.

Schedule

We anticipate being able to complete our review of the Alternatives Analysis within three weeks of the notice to proceed. We anticipate being able to complete our review of the DEIR/EIS and provide comments for the comment letter, and the report presenting our findings within six weeks of receipt of the DEIR/EIS. We will work with the team regarding interim draft submittals during this period.

Cost

We propose to complete the Scope of Work presented above on a time and materials basis with a not to exceed cost of \$49,975. Our hourly rates are \$235 for Managing Directors, \$160 for Project Managers, \$90 for Senior Consultants, \$75 for Consultants, \$65 for Analysts and \$55 for Analyst II. The costs for each task are broken out in the attached table. This chart also shows the percentage of the total budget allocated to each task. The total cost allocated to each discipline and to meetings is broken out at the bottom of the table.

As discussed above, our cost includes attendance at one kickoff meeting two coordination and update meetings, participation in up to ten coordination and update teleconferences, and attendance at up to seven meetings with the A5 Cities and their City Councils. Additional meetings can be accommodated on a time and materials basis if needed. Any contracts should be addressed as Landrum and Brown operating through its division, Mestre Greve Associates.

If you have any questions or need any other information, please do not hesitate to contact me.

Sincerely,
Mestre Greve Associates
Division of Landrum and Brown



Matthew B. Jones, P.E.
Project Manager



Vince Mestre, P.E.
Managing Director

Attachments: Cost Worksheet

Mestre Greve Associates Division of Landrum & Brown
State Route 710 North DEIR/EIS Review

April 11, 2014

Cost Proposal

Category	MD	PM	SC	CT	AT	PA	Total	Percent of Total
Hourly Rate	\$235	\$160	\$90	\$75	\$65	\$80		
Task 1 Kickoff Meeting								
Kickoff Meeting		5.0					\$800	
<i>Subtotal</i>	<i>0.0</i>	<i>5.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>\$800</i>	<i>2%</i>
Task 2 Alternatives Analysis Review								
Perform Noise Review	1.0	10.0					\$1,835	
Generate Noise Report	1.0	8.0				2.0	\$1,675	
Perform AQ Review	2.0	16.0					\$3,030	
Generate AQ Report	1.0	10.0				2.0	\$1,995	
<i>Subtotal</i>	<i>5.0</i>	<i>44.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>4.0</i>	<i>\$8,535</i>	<i>17%</i>
Task 3 DEIR Review								
Perform Noise Review	2.0	10.0					\$2,070	
Generate Noise Report	1.0	12.0					\$2,155	
Noise Revisions (Up to 3)	1.0	8.0					\$1,515	
Perform AQ Review	4.0	36.0					\$6,700	
Generate AQ Report	2.0	30.0					\$5,270	
AQ Revisions (Up to 3)	1.0	12.0					\$2,155	
<i>Subtotal</i>	<i>11.0</i>	<i>108.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>\$19,865</i>	<i>40%</i>
Task 4 Comment Letter								
Prepare Noise Comments	1.0	8.0					\$1,515	
Noise Revisions (Up to 4)	1.0	6.0					\$1,195	
Prepare AQ Comments	2.0	20.0					\$3,670	
AQ Revisions (Up to 4)	1.0	8.0					\$1,515	
<i>Subtotal</i>	<i>5.0</i>	<i>42.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>\$7,895</i>	<i>16%</i>
Task 5 Coordination and Update Meetings								
At City (2)		10.0					\$1,600	
Teleconference (10)		20.0					\$3,200	
<i>Subtotal</i>	<i>0.0</i>	<i>30.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>\$4,800</i>	<i>10%</i>
Task 6 City Council Meetings (7)								
Preparation		14.0				3.0	\$2,480	
Meeting		35.0					\$5,600	
<i>Subtotal</i>	<i>0.0</i>	<i>49.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>3.0</i>	<i>\$8,080</i>	<i>16%</i>
Meetings	0.0	84.0	0.0	0.0	0.0	3.0	\$13,680	27%
Air Quality	13.0	132.0	0.0	0.0	0.0	2.0	\$24,335	49%
Noise	8.0	62.0	0.0	0.0	0.0	2.0	\$11,960	24%
Total	21.0	278.0	0.0	0.0	0.0	7.0	\$49,975	

EXHIBIT "B"

INSURANCE REQUIREMENTS

The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory.

Professional Liability Insurance \$1,000,000/\$2,000,000

General Liability:

- a. General Aggregate \$2,000,000
- b. Products Comp/Op Aggregate \$2,000,000
- c. Personal & Advertising Injury \$1,000,000
- d. Each Occurrence \$1,000,000
- e. Fire Damage (any one fire) \$ 50,000
- f. Medical Expense (any one person) \$ 5,000

Workers' Compensation:

- a. Workers' Compensation Statutory Limits
- b. EL Each Accident \$1,000,000
- c. EL Disease - Policy Limit \$1,000,000
- d. EL Disease - Each Employee \$1,000,000

Automobile Liability

- a. Any vehicle, combined single limit \$1,000,000

The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this

Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

Liability Insurance

Endorsement

Policy Period JANUARY 23, 2014 TO JANUARY 23, 2015
Effective Date JANUARY 23, 2014
Policy Number 35786142
Insured LANDRUM & BROWN, INC.

Name of Company FEDERAL INSURANCE COMPANY
Date Issued MAY 9, 2014

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

City of South Pasadena including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants are named as additional insured. All other terms and conditions remain unchanged.

Authorized Representative



POLICY NUMBER: 74968374

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 1/23/14	Countersigned By: <i>William S. Culp</i> (Authorized Representative)
Named Insured: Landrum & Brown, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):

City of South Pasadena including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants are named as additional insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

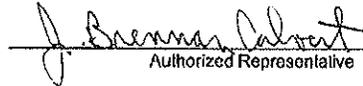
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on JANUARY 23, 2014 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. (14)7170-96-99 of the FEDERAL INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to LANDRUM & BROWN INC

Endorsement No.


Authorized Representative

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. The additional premium for the blanket waiver offered by this endorsement shall be 1.00% of total California premium.

Schedule

Person or Organization

PER SCHEDULE ON FILE WITH COMPANY
AND ANY WRITTEN CONTRACT OR AGREEMENT
THAT IS AN INSURED CONTRACT, PROVIDED
THE BODILY INJURY OR PROPERTY DAMAGE,
TO WHICH THIS INSURANCE APPLIES, OCCURS
AFTER THE EXECUTION OF SUCH CONTRACT
OR AGREEMENT.

Job Description

ALL CALIFORNIA OPERATIONS

City of South Pasadena including its elected or appointed officials,
directors, officers, agents, employees, volunteers, or consultants.

Reference Copy

WC 99 03 04 (Ed. 7-08)

ATTACHMENT 3
Wilson Geosciences, Inc Professional Services
Agreement

CITY OF SOUTH PASADENA
PROFESSIONAL SERVICES AGREEMENT
WITH
WILSON GEOSCIENCES INC.

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of JUNE, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and WILSON GEOSCIENCES INC. ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide geotechnical and hydrogeological analysis of the State Route 710 (SR-710) North DEIR/EIS, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" ("Scope of Services") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the "Scope of Services" attached hereto and incorporated into this Agreement as Exhibit "A."

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant also warrants that it is familiar

with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Familiarity with Work. By execution of this Agreement, Consultant warrants that:

(1) It has thoroughly investigated and considered the work to be performed, based on all available information; and

(2) It carefully considered how the work should be performed; and

(3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and

(4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Consultant will take affirmative action to ensure that that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Ali Abdel-Haq, P.E., G.E, and Kenneth Wilson, P.G., C.E.G., who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

2.0. COMPENSATION AND BILLING

2.1. Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as provided below:

City will pay the following to the Contractor for services performed:

Professional Fees:

Consultant's billable hourly rate shall range be from \$135 per hour for the Principal Geologist to \$200 per hour for the Consulting Hydrogeologist (further breakdown in Exhibit "A").

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2 Maximum Amount. The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$30,000. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$24,000 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant performing the additional services. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation are barred and are unenforceable.

2.4 Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

Consultant shall submit invoices to the City at the following address:

Sergio Gonzalez, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Project name/description;
- 2) Name and hours worked by each person who performed services during the billing period;
- 3) The title/classification under which they were billed;
- 4) The hourly rate of pay;
- 5) Actual out-of-pocket expenses incurred in the performance of services; and,
- 6) Other such information as the City may reasonably require.

2.5. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective on _____ ("Effective Date") and shall remain in effect until June 30, 2015 or when the work is satisfactory completed, whichever occurs first, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with thirty (30) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents

prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "B" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City Attorney.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits "A" and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager ("City Representative"), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Kenneth Wilson, P.E., C.E.G. ("Consultant Representative") or such other person designated in writing by him and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

- (a) Provide interpretation of the scope and specifications for the work to be performed;
- (b) Monitor performance of the Work to ensure compliance with the Agreement;
- (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;
- (d) Obtain and review Monthly Statements;
- (e) Suspend work in accordance with other provisions of this Agreement;

- (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
- (g) Work directly with the Consultant in the performance of this Agreement.

Consultant's Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant's Representative shall attend and assist in all coordination meetings called by City.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:

Kenneth Wilson, P.E., C.E.G.
Principal Geologist
Wilson Geosciences Inc.
1910 Pinecrest Drive, #200
Altadena, CA 91001
(626)791-1589

IF TO CITY:

Sergio Gonzalez
City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
(626)403-7210

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of

its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this

Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.

6.17. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental

agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

6.18. Licenses, Permits, and Fees. Consultant shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.29. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

6.30. Applicable Laws, Codes, and Regulations. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

6.34. Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Dated: _____

THE CITY OF SOUTH PASADENA

By: _____
Sergio Gonzalez, City Manager

Dated: JUNE 16, 2014

WILSON GEOSCIENCES INC.

By: Kenneth Wilson
Kenneth Wilson, Principal Geologist

Federal ID No. 95-4582710

APPROVED AS TO FORM:

Richard L. Adams II., City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

May 29, 2014

Mr. Sergio Gonzalez
City of South Pasadena
City Manager's Office
1414 Mission Street
South Pasadena, CA 91030

**Subject: REVISED PROPOSAL SECTIONS TO INCLUDE HYDROGEOLOGY:
Geotechnical and Limited Hydrogeological Analysis of the SR-710 North Study
Draft Environmental Impact Report and Environmental Impact Statement
(DEIR/EIS), Los Angeles County, California**

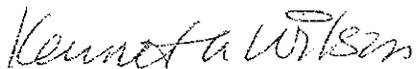
Dear Mr. Gonzalez:

We are providing herewith revised attachments to update our proposal based on your request to include hydrogeology analysis of the SR-710 North Study DEIR/EIS and its support documents. We are including either a California certified hydrogeologist (CHg), or professional geologist (PG) with sufficient hydrogeology experience, to assist. In addition to this revised cover letter we have provided revised Attachments 6, 7, and 8.

The requested limited hydrogeological analysis relates to the potential consequences of penetration by the proposed SR-710 tunnel of the Raymond fault, which separates the Raymond and San Gabriel Valley Groundwater Basins. We will determine our preferred California CHg or PG, provide you with his/her resume, and discuss this selection with you before proceeding with the limited hydrogeological analysis.

The undersigned, Kenneth Wilson is authorized to act on behalf of WGI during the selection process and contract negotiations. WGI will be available to start project work on or before February 1, 2015. Considering Metro and Caltrans, there is no conflict of interest with the analyses and work products considered in this response to the subject RFP. We appreciate your consideration and would be happy to discuss this revised submittal at your convenience.

Sincerely,
WILSON GEOSCIENCES INC.



Kenneth Wilson
Principal Geologist
P.G. #3175, C.E.G. #928

Enclosed: Revised Scope of Work Attachments

**REVISED ESTIMATED GEOTECHNICAL AND LIMITED
HYDROGEOLOGICAL SCOPE OF WORK, AND SCHEDULE FOR
COMPLETION
(5-29-14)**

It is understood that the anticipated release of the SR-710 North Study DEIR/EIS is sometime in early February 2015. If the expected 90-day review period is maintained, we estimate that under the most accelerated schedule all DEIR/EIS review, response comment preparation work, and acceptance by the City must be completed By Day 56. The following is the task-by-task scope of work and estimated schedule. Meeting and presentation days are placed arbitrarily at reasonable intervals.

Task 1 – Project Kick-off Meeting: Day 1, 2015

Task 2 – Review Performance Criteria used to Select Alternatives: Day 2 to Day 7, 2015

Task 3 – Critical Analysis: Day 7 to Day 22, 2015

Task 4 – Prepare Response Comment Letter: Day 22 to Day 35, 2015 (draft); Day 37 to Day 46, 2015 (final)

Task 5 – Coordination and Update Meetings: Days 7, 15, 25, and 36, 2015

Task 6 - Meetings/Presentations: Days 7, 16, 26, 37, 42, 49, and 56, 2015

**REVISED SCHEDULE OF CURRENT HOURLY RATES
(5-29-14)**

LABOR CATEGORY	HOURLY RATE
Kenneth Wilson, P.G. / C.E.G. Principal Geologist	\$135.00
Ali Abdel-Haq, P.E. / G.E. Associate Geotechnical Engineer	\$140.00
Consulting Hydrogeologist (TBD)	\$200.00

REIMBURSABLE DIRECT PROJECT COSTS

REIMBURSABLE COSTS	RATE
Miscellaneous Other Direct Project Costs	Actual Cost-No Markup
Mileage (Project Specific)	\$0.55 per mile

05/2014

**REVISED FEE PROPOSAL ESTIMATE—HOURS BY PERSON BY TASK
(5-29-14)**

COST TABLE

TASK	PERSON	LABOR RATE	SR-710 EVALUATION		
			HOURS	LABORS\$	ODCS
Task 1 – Kick-off Meeting	Wilson	135	8	1080	50
	Abdel-Haq Hydrogeologist	140 200	0 0	0 0	0 0
Task 2 – Review Performance Criteria	Wilson	135	32	4320	50
	Abdel-Haq Hydrogeologist	140 200	3 2	420 400	0 0
Task 3 – Critical Analysis	Wilson	135	24	3240	50
	Abdel-Haq Hydrogeologist	140 200	4 2	560 400	0 0
Task 4 – Prepare Response Comment Letter	Wilson	135	40	5400	150
	Abdel-Haq Hydrogeologist	140 200	8 9	1120 1800	0 50
Task 5 – Coordination and Update Meetings	Wilson	135	24	3240	125
	Abdel-Haq Hydrogeologist	140 200	2 0	280 0	0 0
Task 6 – Meetings/Presentations	Wilson	135	42	5670	125
	Abdel-Haq Hydrogeologist	140 200	4 4	560 800	60 50
Totals			208	29290	710
Subtotals					
<i>Wilson</i>	\$23,500	135	170	22950	550
<i>Abdel-Haq</i>	\$3,000	140	21	2940	60
<i>Hydrogeologist</i>	\$3,500	200	17	3400	100
Grand Total	\$30,000				

EXHIBIT "B"

INSURANCE REQUIREMENTS

The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory.

Professional Liability Insurance \$1,000,000

General Liability:

a.	General Aggregate	\$1,000,000
b.	Products Comp/Op Aggregate	\$1,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit \$1,000,000

The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including

termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-14-2014

GROUP:
POLICY NUMBER: 1407753-2014
CERTIFICATE ID: 69
CERTIFICATE EXPIRES: 03-01-2015
03-01-2014/03-01-2015

CITY OF SOUTH PASADENA
1414 MISSION ST
SOUTH PASADENA CA 91030-3214

SC

JOB:STATE ROUTE 710 (SR-710) NORTH DEIR_EIS
1414 MISSION STREET
SOUTH PASADENA
CA 91030

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2014-06-14 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF SOUTH PASADENA

ENDORSEMENT #1600 - KENNETH WILSON PRES SEC TRES - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-01-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

WILSON GEOSCIENCES INC.
1910 PINECREST DR
ALTADENA CA 91001

SC

ATTACHMENT 4
Shute, Mihaly & Weinberger LLP Retainer Agreement

SHUTE, MIHALY
& WEINBERGER LLP

396 HAYES STREET, SAN FRANCISCO, CA 94102
T: (415) 552-7272 F: (415) 552-5816
www.smwlaw.com

RACHEL B. HOOPER
Attorney
hooper@smwlaw.com

**ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL**

May 2, 2014

Via E-Mail

Sergio Gonzalez, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Re: Legal Retainer Agreement

Dear Mr. Gonzalez:

This letter sets forth the terms under which Shute, Mihaly & Weinberger LLP ("Firm") will provide legal services to the 5-city Alliance of cities, consisting of the cities of Glendale, La Canada Flintridge, Pasadena, Sierra Madre and South Pasadena ("A5 Cities" or "Client"), in connection with the State Route 710 North Study Project ("Project"). If you agree to the terms of this retainer agreement ("Agreement"), please sign this letter and return it to me at your convenience.

1. Legal Services to Be Provided

The Firm is retained to provide legal and strategic advice concerning the above-referenced Project. Our services will involve:

- a. Review of the draft environmental impact report/environmental impact statement ("DEIR/S") for the proposed Project with respect to the adequacy of the technical environmental analysis and compliance with the requirements of the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA");

- b. Preparation of an outline identifying the major legal and technical deficiencies in the DEIR/S. This effort will include a preliminary analysis of the following:
 - i. compliance with CEQA and NEPA with particular attention to project segmentation (under CEQA) and delegation (under NEPA) for the proposed Project;
 - ii. the performance criteria used by Caltrans and Metro for inconsistencies, bias and other criteria pertinent to comparing Project alternatives;
 - iii. the data presented in the DEIR/S and an identification of inaccuracies and inappropriate study methodologies, results and conclusions;
 - iv. the effectiveness of the DEIR/S's proposed alternatives in addressing the Project's purpose and need;
- c. Preparation of a draft comment letter to Caltrans and Metro addressing the aforementioned issues;
- d. On-going coordination with Client, including the Firm's attendance at two kick-off meetings: one with Client staff and one with technical consultants. Client will make an effort to hold the two kick-off meetings on the same day;
- e. On-going coordination with technical consultants, including review of the consultants' draft work products;
- f. In coordination with the transportation consultant, preparation of a letter to the Southern California Association of Governments pursuant to the Public Records Act, requesting copies of the transportation modeling and relevant data used for preparation of the DEIR/S;
- g. Attendance at La Canada Flintridge and South Pasadena City Council meetings to present a summary of the Firm's conclusions regarding the DEIR/S. Client will make an effort to hold these two City Council meetings on the same day.

- h. Coordination as needed with counsel for La Canada Flintridge and South Pasadena who are preparing separate comment letters on the DEIR/S.

2. Legal Fees, Costs and Billing Practices

The Firm's hourly billing rates for these services will be as follows:

Partner	\$350
Jr. Partner	\$315
Sr. Associate	\$280
Jr. Associate	\$230
Planner	\$195
Paralegal	\$125
Law Clerk	\$100

Fees will be charged in increments of one-tenth of an hour.

Client will also reimburse Firm for costs incurred in the course of representation, including fees fixed by law or assessed by public agencies, long-distance telephone, facsimile, messenger services, postage, photocopying, and charges for electronic legal research time. The Firm will provide detailed monthly billing statements for fees and costs incurred. Client agrees to pay the Firm's billed costs and fees within thirty (30) days following billing.

The above paragraphs notwithstanding, Client will be responsible for paying a maximum of \$100,000 toward the Firm's fees and costs. This fee amount excludes any costs charged by technical experts, whose contracts will be managed directly by Client.

3. Authorized Representative of Client

Client designates Sergio Gonzalez and Mark Alexander as the authorized representatives to direct the Firm and to be the primary persons to communicate with the Firm regarding the subject matter of this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firm and other representative of Client. Unless directed otherwise by Client, all correspondence and bills will be directed to Sergio Gonzalez at the above address.

4. Discharge and Withdrawal

Client may discharge the Firm at any time by providing written notice to the Firm, which is effective upon receipt by the Firm. In the event of such discharge, if the Firm is Client's attorney of record in any proceeding, the Firm will promptly provide Client with a substitution of attorney form. Client will execute and return the substitution of attorney form immediately upon receipt from the Firm.

The Firm may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. A valid reason for withdrawal by the Firm would include, but not be limited to, Client's consent, Client's breach of this Agreement, Client's failure to pay fees and costs as provided in this Agreement, Client's conduct renders it unreasonably difficult for the Firm to carry out the representation effectively, or any fact or circumstances that would render the Firm's continuing representation unlawful or unethical. At such time as the Firm's services conclude, all unpaid fees for legal and related services and costs and expenses will immediately become due and payable.

5. Case File

After the Firm's services conclude, the Firm will, upon Client's request, deliver the file for this matter to Client. If Client does not request the file for this matter, the Firm will retain it for a period of five years after the matter is closed. If Client does not request delivery of the file for this matter before the end of the five-year period, the Firm will have no further obligation to retain the file and may, at the Firm's discretion, destroy it without further notice to Client. At any point during the five-year period, Client may request delivery of the file. If Client so requests, paper copies of original documents (or the originals themselves) will be provided free of charge. Client agrees to pay for any additional fees or costs incurred to produce electronic files, if Client requests those files.

6. No Guarantee

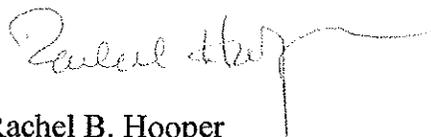
Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of this matter. The Firm makes no such promises or guarantees.

We look forward to working with you on this matter. If this Agreement is satisfactory, please execute it and return it to me at your earliest convenience (delivery by fax or email is fine). The Agreement will be effective when it is signed by you.

Sergio Gonzalez
May 2, 2014
Page 5

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Rachel B. Hooper

ACCEPTED AND AGREED:

Sergio Gonzalez, City Manager, City of
South Pasadena, Fiduciary Agent of the
A5 Cities

Name: _____

Date: _____

cc: Mark Alexander, City of La Canada Flintridge

SHUTE, MIHALY
& WEINBERGER LLP

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE AND TRUCKS POLICY

1. THE SECTION III Section III is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Certificate Part out:
 - a) Only with respect to liability for "bodily injury," "property damage" or "personal injury" and
 - b) And only to the extent that the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the limits of insurance of this Certificate Part shown in the declarations exceed the limits of liability required by the "written contract requiring insurance" the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance." This endorsement shall not increase the limits of insurance described in Section III limits of insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury," "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:
 - i. The preparing, approving or failing to prepare or approve, as shown drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving or failing to prepare or approve drawings and specifications, and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products or completed operations hazard."
 - d) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" that occurs or "personal injury" arising out of an offense committed while any separate liability insurance that you have procured for that person or organization is in effect, regardless of whether the scope or limits of insurance in this Certificate Part exceed those of that separate liability insurance or whether that separate liability insurance is paid and collected.
3. The insurance provided to the additional insured by this endorsement is excess over any paid and collectible "other insurance" whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss or loss under this endorsement.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim to the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place.
 - ii. The names and addresses of any injured persons and witnesses, and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received, and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that he receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all communications received in connection with the claim or "suit" cooperate with us in the investigation or settlement of the claim or defense against the "suit" and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss he or she would be covered under this endorsement.

5. The following definition is added to Section 1.1.1:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed.

- a. After the signing and execution of the contract or agreement by you
- b. While that part of the contract or agreement is in effect and
- c. Before the end of the policy period.

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CG 0 37 04 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY COVERAGE SECTION IV Paragraph 4. **Other Insurance** is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we do not share with that other insurance provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs, and
- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. **Excess Insurance** as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy including any umbrella or excess policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice:

NAME: City of South Pasadena

ADDRESS: 1414 Mission Street
South Pasadena CA 91030

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any

applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

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