



**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 16, 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. 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

4. 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: Management Employees City negotiators: City Manager Sergio Gonzalez, Assistant City Manager Hilary Straus, and Legal Counsel Steve Berliner
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Accommodations



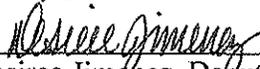
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For those submitting letters or other documents relating to items on the agenda: materials received after 4:00 p.m. on the day prior to the Council meeting may not be reviewed by the City Council.

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.

07/10/2014

Date



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 16, 2014, at 7:30 p.m.**

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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 Schneider)

Pledge of Allegiance

**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 Sergeant Luis Bardales, HQ Platoon, United States Army, for being named as a Purple Heart Medal Recipient
3. Presentation of the 2014 South Pasadena Tournament of Roses float picture and announcement of the 2015 design
4. Councilmembers' comments (3 minutes each)
5. City Manager communications
6. 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

7. Approval of the minutes of the regular City Council meeting of July 2, 2014
8. Approval of prepaid warrants in the amount of \$938,960.80, General City Warrants in the amount of \$1,523,946.68, and payroll in the amount of \$449,378.33
9. Monthly investment reports for May 2014
10. Approval of South Pasadena Tournament of Roses Committee's Slate of Officers and Committee Chairs, 2013-2014 Income and Expense Statement, and 2014-2015 Budget
11. Acceptance of project completion and authorization to file a Notice of Completion for Hanscom Drive Street Improvement Project Phase II, and authorization to release retention payment in the amount of \$54,383 to Gentry Brothers, Inc.
12. Award of a Landscape Maintenance Services Contract to TruGreen LandCare
13. Acceptance of project completion and authorization to file a Notice of Completion for FY2013-14 CDBG Sidewalk Project, and authorization to release retention payment in the amount of \$5,690 to Toro Enterprises Inc.
14. 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
15. Adoption of resolutions to revise the parking regulations on Monterey Road between Fair Oaks Avenue and Raymond Lane and on Fair Oaks Avenue between State Street and 424 Fair Oaks Avenue
16. Approval of an agreement for legal services with Colantuono, Highsmith & Whatley, PC
17. First amendment to lease agreement for property at 1503-1507 El Centro Street

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

18. Confirmation of the charges assessed by the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures Weed Abatement Division for weed clearance on respective parcels of land of unimproved private properties constituting a fire hazard
19. Public hearing to consider a resolution finding the City of South Pasadena to be in conformance with the Congestion Management Program (CMP) and adopting the CMP Local Development Report

20. First reading and introduction of an ordinance to amend the South Pasadena Municipal Code regarding setback requirements for detached garages and carports

Action/Discussion

21. First reading and introduction of an ordinance to amend Section 19.21-4 of Chapter 19 (Motor Vehicles and Traffic) of the South Pasadena Municipal Code related to construction vehicles and machinery allowed to operate on designated streets in the Southwest Monterey Hills Area
22. Authorize a letter of support for the draft California Freight Mobility Plan
23. Authorize a public comment letter regarding the proposed regulations for the Caltrans Affordable Sales Program
24. First reading and introduction of an ordinance amending the South Pasadena Municipal Code Chapter 31.48 Landscaping standards – parkway improvements
25. Approval of water conservation subsidy programs

Adjournment

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

Wednesday, August 6, 2014	CANCELED		
Wednesday, August 20, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, September 3, 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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07/10/2014

Date

Desiree Jimenez
 Desiree Jimenez, Deputy City Clerk

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CITY OF SOUTH PASADENA

CERTIFICATE OF RECOGNITION



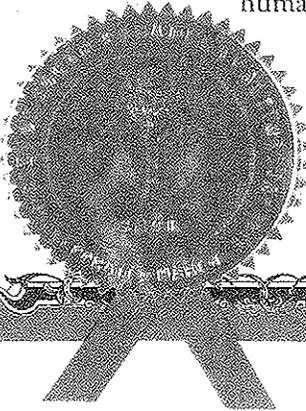
Sergeant Luis Bardales Purple Heart Medal Recipient

In recognition of being awarded a Purple Heart Medal while serving as a Sergeant to the HQ Platoon in the United States Army; in honor of a valorous act, distinguished service, infallible leadership and devotion to the United States of America during a humanitarian mission in support of Operation Iraqi Freedom

Dated this 16th 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 2ND DAY OF JULY 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 7:41 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 Adams; 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; Principal Management Analyst Lin, and Chief Deputy City Clerk Hall.

INVOCATION

Councilmember Mahmud presented the invocation.

PLEDGE OF ALLEGIANCE

Zachary Dunn and Clement Witherall, Valedictorians, South Pasadena High School, led the Pledge of Allegiance.

Alison Farrar and Jason Wang, Valedictorians, South Pasadena High School, were unable to attend.

1. CLOSED SESSION ANNOUNCEMENTS

City Attorney Adams reported that at approximately 6:30 p.m., Mayor Khubesrian called to order the Closed Session Meeting of the City Council of July 2, 2014. He stated all Councilmembers were present. Councilmember Cacciotti arrived at approximately 6:56 p.m. City Attorney Adams indicated there was one member of the public, Christopher Sutton, who spoke regarding Closed Session Agenda Item No. 5. He stated Mayor Khubesrian recessed the meeting into Closed Session to discuss the following items as listed on the Closed Session Agenda: 3) Personnel Item, Pursuant to Government Code Section 54957, Public Employee Appointment, Title: City Attorney; 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; 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]; and 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. City Attorney Adams announced there was no reportable action regarding Closed Session Agenda Item Nos. 3, 4, 5, and 6.

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

Mayor Khubesrian presented 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)

Mayor Pro Tem Joe announced the following events: 1) The Senior Center will be hosting a 4th of July Luncheon on July 3, 2014, at 11:45 a.m., with a performance by Matt Sidoti; and 2) The 2014 Summer Concert Series beginning July 6, 2014, with a performance by The Skinny Little Twits, and July 13, 2014, with a performance by The Wise Guys, at Garfield Park, and displayed a PowerPoint slide.

Councilmember Schneider announced the following: 1) The Adult Wind Symphony, Colburn School, will be performing outside the South Pasadena Public Library Community Room and Farmers' Market on July 3, 2014, at 5:30 p.m., and displayed a flyer; and 2) The South Pasadena Tournament of Roses Committee will be making their annual presentation on the 2015 Rose Parade Float and provide a summary of their activities at the July 16, 2014 City Council Meeting.

Councilmember Mahmud requested that the Mike Roos & Associates Incorporated agreement be agendized for a future City Council meeting, seconded by Councilmember Cacciotti. She encouraged residents to attend the 710 Day in Alhambra event on July 10, 2014. Councilmember Mahmud attended the San Gabriel Valley Council of Governments' Energy, Environment, and Natural Resources (EENR) Committee Meeting on June 25, 2014, in which she was elected as Vice-Chair of the EENR Committee.

Councilmember Cacciotti displayed a PowerPoint presentation of photographs of Fair Oaks Avenue and Monterey Road, and a river rock meadow at Encanto Park in Azusa. Councilmember Cacciotti announced two events on July 20, 2014, at Garfield Park: 1) Green Living Expo from 2:00 p.m. to 7:00 p.m.; and 2) Greenest Fastest Mile Run at 3:00 p.m.; and displayed a flyer. He requested that Caltrans' Freight Mobility Plan be agendized for the July 16, 2014, City Council Meeting and indicated that public comments were due on July 31, 2014, seconded by Councilmember Mahmud.

Mayor Khubesian reported that she and City Manager Gonzalez were invited by Assemblymember Chris Holden of the 41st Assembly District to offer testimony regarding Assembly Bill 1147 Massage Therapy (AB 1147) in Sacramento. She provided an update on AB 1147. Mayor Khubesian announced the 15th Annual Community Resource Fair & Block Party hosted by Assemblymember Holden on July 26, 2014, from 11:00 a.m. to 3:00 p.m., and displayed a PowerPoint slide. Mayor Khubesian announced, as part of the City being named by Sunset Magazine as a "Best Place to Live in the West," that promotional items such as Frisbees and decals would be available for free to the public at City Hall, South Pasadena Senior Center, South Pasadena Recreation Office, Chamber of Commerce, and at South Pasadena City (City) events throughout the summer.

4. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez introduced Community Services Director Pautsch, who 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.

City Manager Gonzalez introduced Public Works Director Toor, who provided an update on the Wilson Reservoir Replacement Project as part of a PowerPoint presentation and responded to Councilmembers' questions.

5. REORDERING OF AND ADDITIONS TO THE AGENDA

None.

CONSENT CALENDAR

Councilmember Schneider requested that Item No. 6 be removed from the Consent Calendar for separate consideration. Councilmember Cacciotti requested that Item No. 10 be removed from the Consent Calendar for separate consideration. Members of the public requested that Item No. 9 be removed from the Consent Calendar for separate consideration.

MOTION: M/S Cacciotti/Mahmud to approve Consent Calendar Item Nos. 7, 8, 11, and 12 and including Prepaid Warrants #183835-183943 in the amount of \$1,685,093.32, and Payroll 06-20-14 in the amount of \$409,571.50 totaling \$2,094,664.82; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$8,662.15 (included in above total). By roll call vote, the motion passed unanimously. Absent: None.

The Consent Calendar consisted of the following items:

- 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**
- 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**

ITEMS PULLED FROM THE CONSENT CALENDAR FOR SEPARATE CONSIDERATION

- 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**

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

Councilmember Schneider requested that South Pasadena Resident Glen Eddy's public comment on page 17 of the Regular City Council Meeting Minutes of June 18, 2014 be revised to reflect that the Monterey Road Citizens' Design Advisory Ad Hoc Committee did not reach a consensus regarding the road diet option.

MOTION: M/S Schneider/Joe to approve the Minutes of the Regular City Council Meeting of June 18, 2014, with the aforementioned revision, the Special City Council Meeting of June 24, 2014, and the Special City Council Meeting of June 25, 2014. By roll call vote, the motion passed unanimously. Absent: None.

9. REQUEST TO CO-SPONSOR AND WAIVE ASSOCIATED CITY FEES FOR THE VECINOS Y AMIGOS CAREER AND ART FAIR ON SEPTEMBER 14, 2014

Mayor Khubesrian opened the Public Comments section.

The following persons spoke in support of the proposed request to co-sponsor the event and waive the associated City fees for the Vecinos y Amigos Career and Art Fair:

Judith Harris, South Pasadena Resident
Lupe Trevizo-Reinoso, South Pasadena Resident
Imelda Nava, South Pasadena Resident
Olga Aguilar, South Pasadena Resident

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

MOTION: M/S Khubesrian/Cacciotti to approve the following: 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. By roll call vote, the motion passed unanimously. Absent: None.

10. APPROVAL OF A FEE REDUCTION REQUEST FOR THE USE OF THE ORANGE GROVE RECREATION CENTER BY "THE PLACE" TEEN CENTER

In response to Councilmember Cacciotti's question, Community Services Director Pautsch explained staff's concerns related to supervision and public perception, and how the concerns were addressed by the "The Place" Teen Center.

MOTION: M/S Cacciotti/Mahmud to approve a fee reduction request by "The Place" Teen Center for the use of the Orange Grove Recreation Center. By roll call vote, the motion passed unanimously. Absent: None.

PUBLIC COMMENTS

Mayor Khubesrian opened the Public Comments section.

Sam Burgess, South Pasadena Resident, spoke regarding the sale of Caltrans' property along the SR-710 Route and indicated that public comments were being accepted by Caltrans. He read comments from a tenants' association letter regarding the terms of sale for the Caltrans properties.

Scott Feldmann, President, South Pasadena Chamber of Commerce, announced the Arts Crawl event on July 19, 2014, from 5:00 p.m. to 9:00 p.m.

Vicky Kirkwood, South Pasadena Resident, commented on the City's ban on plastic bags. South Pasadena Resident Kirkwood indicated she is impartial regarding the issue.

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

PUBLIC HEARING**13. ADOPTION OF RESOLUTION NO. 7359 CONFIRMING AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT (LLMD) FOR FY 2014-15**

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

Mayor Khubesrian opened the Public Hearing.

There being no speakers, Mayor Khubesrian closed the Public Hearing.

In response to Councilmember Schneider's question, Public Works Director Toor explained that it would take a ballot measure process to create an annual pass through for increased costs. Public Works Director Toor stated the current impact was very minimal and it would take a significant amount of time to prepare. He indicated that a majority of cities subsidize assessments from their general fund.

Councilmember Mahmud questioned the discrepancy between the assessment and the amount the City is subsidizing. She stated it might be cost effective for the City to consider a Proposition 218 process if a more practical estimate of the cost of sidewalk repairs was identified.

MOTION: M/S Cacciotti/Mahmud to adopt **RESOLUTION NO. 7359** confirming the Fiscal Year 2014-15 Annual Levy and Collection of Assessments for the Lighting and Landscaping Maintenance District pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California. By roll call vote, the motion passed unanimously. Absent: None.

ACTION/DISCUSSION

14. CONSIDERATION TO ADOPT WATER AND SEWER CAPACITY CHARGES, AND CONSIDERATION TO SERVE PROPERTIES OUTSIDE CITY LIMITS

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.

Loren Adams, Senior Vice President, Operations/Development, Intracorp Real Estate Development (Intracorp), indicated that Intracorp is under contract to purchase the Abbotts Lab site at 820 Mission Street, and a comment letter was submitted to the City Council. Senior Vice President Adams indicated concern that the project was approved for development several years ago before the impact fee was being imposed. He indicated Intracorp did not have the opportunity to assess the impact and cost benefit analysis of the impact fee. He stated Intracorp researched fees that needed to be paid as part of the project planning and that the proposed impact fee could amount to \$200,000 to \$400,000 that was not accounted for. He suggested the impact fees be listed by category instead of project specific, and that the proposed impact fees were high.

Councilmember Cacciotti asked Senior Vice President Adams what was his estimate of the impact fee cost if it was approved today.

Senior Vice President Adams estimated the cost would be \$400,000.

Public Works Director Toor clarified that staff was not requesting that specific impact fees be approved today. He stated staff was seeking direction on collecting the capacity charges. He explained that staff would review all developments in progress and future developments in order to make proper accommodations for those developments which are already committed.

Councilmember Mahmud asked Senior Vice President Adams what was the median home sales cost of the development.

Senior Vice President Adams indicated the median home sales cost was between \$700,000 and \$1,000,000.

Carrie Adrian, Chair, Finance Committee (FC), stated the FC discussed impact fees and recommended that the City Council consider adopting impact fees.

Mayor Khubesrian closed the Public Comments section.

In response to Mayor Pro Tem Joe's question, Public Works Director Toor stated the impact fees collected would be above and beyond the fees collected by the Sanitation Districts of Los Angeles County.

In response to Councilmember Mahmud's inquiry, Public Works Director Toor confirmed that the impact fees would apply to commercial and residential applications for connection to the water and sewer systems.

In response to Councilmember Mahmud's question, City Attorney Adams expressed concerns that the different fees being calculated based on different assumptions could be considered discriminatory and open to a legal challenge. He indicated that he was aware that other cities follow this policy; however, he was not comfortable with it.

Councilmember Schneider asked where the City was going to get the extra water to serve new developments.

Public Works Director Toor explained the water approval process for new developments. He stated when projects are approved, the City has to ensure that water is available from the watermaster. He indicated the City Council has the right to deny water service at any time.

Mayor Khubesrian indicated support of impact fees and requested that rate options for the City, and comparable fees from surrounding cities, be brought back to City Council for consideration.

Councilmember Mahmud concurred with Mayor Khubesrian's comment.

Discussion followed among the City Council and staff regarding consideration to serve properties outside City limits, proposed capacity charges, and water usage authorization.

In response to Mayor Khubesrian's question, Planning and Building Director Watkins stated that Intracorp filed for a plan check approximately one week ago, which begins the process of reviewing plans for building code compliance. He explained the review process would take a few months and that upon approval, Intracorp could possibly pull a permit by the end of the year.

MOTION: M/S Mahmud/Khubesrian to direct staff to develop proposed water and sewer capacity charges and impact fees, and provide additional impact fee information from comparable cities. By roll call vote, the motion passed unanimously. Absent: None.

MOTION: M/S Cacciotti/Khubesrian to approve new water and sewer service to properties outside City limits, on a case by case basis, dependent on current drought and water conditions in the City. By roll call vote, the motion passed unanimously. Absent: None.

15. ADOPTION OF RESOLUTION NO. 7360 ESTABLISHING A LIST OF PROTECTED NATIVE TREES, ADDING DROUGHT TOLERANT TREES AND RESCINDING RESOLUTION NO. 6509

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

Mayor Khubesrian opened the Public Comments section.

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

MOTION: M/S Cacciotti/Mahmud to adopt RESOLUTION NO. 7360 establishing a list of protected native and drought tolerant trees and rescind Resolution No. 6509. By roll call vote, the motion passed unanimously. Absent: None.

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

City Manager Gonzalez provided a summary of the staff report and responded to Councilmembers' questions.

Mayor Khubesrian opened the Public Comments section.

Sam Burgess, South Pasadena Resident, questioned what the additional \$5,000 for individual in-person meetings was for. He indicated that City Manager Gonzalez provided the answer in his presentation.

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

It was suggested by Councilmember Mahmud that the City Council consider amending the agreements and offered the following recommendations: 1) Include a recital reflecting that the City is the fiduciary agent for the 5-Cities Alliance (Alliance) and indicate that the City is entering into these agreements; 2) Include billing method for consultant work that is done individually with any of the Alliance cities; 3) Include provision that specifically allows for consultant to enter into side agreements with other cities; 4) Revise the scopes of work of all agreements to align with the current draft SR-710 Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) release date; 5) Utilize standard boilerplate agreement for Shute, Mihaly & Weinberger LLP instead of the retainer agreement.

In response to Mayor Khubesrian's question regarding the retainer agreement for Shute, Mihaly & Weinberger LLP, City Attorney Adams clarified that the City has a standard retainer agreement for special counsel that has all the standard boilerplate terms that Councilmember Mahmud discussed. He explained that the City has retained special counsel, such as Liebert Cassidy Whitmore, with this type of retainer agreement that is attached in the report. He indicated the retainer agreement was chosen; however, the standard agreement can be used.

In response to Mayor Pro Tem Joe's inquiry, City Manager Gonzalez advised that there is no urgency for the approval of the agreements as the draft SR-710 EIR/EIS was set to be released in February of 2015. He indicated that the City, as the fiduciary agent, could take the lead to revise the agreements and anticipated that the Alliance would be understanding.

Councilmember Cacciotti recommended proceeding forward with a specific stand on an alternative. He would like to approve a transportation agreement with Nelson/Nygaard Consulting Associates, Inc. to start work soon as it will take time to complete preliminary work.

Councilmember Mahmud concurred with Councilmember Cacciotti's recommendation; however, she advised that the agreement, with the existing scope of work, would authorize Nelson/Nygaard Consulting Associates, Inc. to begin work when the draft SR-710 EIR/EIS is prepared.

Discussion followed among the City Council and staff regarding the existing scopes of work as written in the agreements, release and timing of the draft SR-710 EIR/EIS, and discussion with the Alliance to receive approval of the Nelson/Nygaard Consulting Associates, Inc. agreement to be proactive.

Councilmember Cacciotti presented a YouTube video entitled "The Buses of Bogota, Columbia."

City Manager Gonzalez summarized City Council's recommended course of action as follows: 1) Revise scopes of work and add standard boilerplate language for all agreements, and bring back for City Council approval, upon confirmation of the revisions with the Alliance; and 2) Enter into a separate City agreement with Nelson/Nygaard Consulting Associates, Inc. immediately to begin preliminary transportation work on a preferred alternative, such as a light rail, and bring back for City Council approval.

MOTION: M/S Joe/Mahmud to direct staff to enter into an agreement with Nelson/Nygaard Consulting Associates, Inc. to develop a scope of work, cost estimate, and recommend a preliminary preferred alternative, for City Council approval. 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 10:08 p.m.

Evelyn G. Zneimer
City Clerk

Marina Khubesrian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on July 16, 2014.

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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 16, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: David Batt, Finance Director *DB*
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$938,960.80,
General City Warrants in the Amount of \$1,523,946.68 and Payroll
in the Amount of \$449,378.33**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 183944 – 184103 \$ 938,960.80

General City Warrants:

Warrant # 184104 – 184214 \$ 1,523,946.68

Payroll 07-03-14

\$ 449,378.33

Total

\$ 2,912,285.81

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 16, 2014
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 07-03-14
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date 07.16.14 Amounts			
	Prepaid	Written	Payroll	
General Fund	101	284,623.64	1,061,770.97	277,241.14
Facilities & Equip.Cap. Fund	105			
Local Transit Return "A"	205	1,036.73	669.17	6,908.60
Local Transit Return "C"	207	2,396.93		6,165.49
Sewer Fund	210	1,708.65	12,287.90	11,778.55
CTCTraffic Improvement	211			
Street Lighting Fund	215	49,822.32	19,347.80	4,833.32
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220	199.00	51,234.25	
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226	2,274.81	296.58	
Housing Authority Fund	228			
State Gas Tax	230	13,250.85	1,792.16	14,757.04
County Park Bond Fund	232	307.61		
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
Capital Growth Fund	255			
CDBG	260			
Asset Forfeiture	270			
Police Grants - State	272	15,076.93		
Police Subventions-CLEEP	273			
Homeland Security Grant	274			
Park Impact Fees	275		3,552.00	
Public Library Fund Grant	280			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310			
Water Fund	500	429,479.69	372,995.85	45,730.79
Public Financing Authority	550			
Payroll Clearing Fund	700	131,954.34		75,928.86
Employee Special Event Fund	900			
Redev.Oblig.Retirement Fund	927			
Column Totals		932,131.50	1,523,946.68	443,343.79
City Report Totals			2,899,421.97	

Recap by fund

Fund No.	Amounts		
	Prepaid	Written	Payroll
RSA	227	6,829.30	6,034.54
Column Totals		6,829.30	6,034.54

RSA Report Totals

12,863.84

Amounts			
Prepaid	Written	Payroll	
	938,960.80	1,523,946.68	449,378.33
Grand Report Total		2,912,285.81	

Marina Khubesrian, M.D., Mayor

David Batt
David Batt, Finance Director

Evelyn G. Zneimer, City Clerk

ATTACHMENT 2
Prepaid Warrant List

Voided Checks
184040 \$706.22

Abdalla, Anthony				
Inv. 6/12/14				
06/23/14	Reimb. PD Training Expense	101-4010-4011-8200-000		8.00
Ck. 06/30/14 183951	Total			8.00
Adamson Police Products				
Inv. 140651				
05/27/14	PD Supplies	101-4010-4011-8020-000		1,523.40
Ck. 06/30/14 183952	Total			1,523.40
AGIAC				
Inv. 8/11-15/14				
07/01/14	PD Registration-Det.R.Lee & Of	101-4010-4011-8200-000		850.00
Ck. 07/03/14 184078	Total			850.00
AKD Consulting				
Inv. CSP2014-6				
06/30/14	Water Facilities Mgmt Svcs 6/2	500-6010-6711-8170-000		9,680.00
Ck. 07/03/14 184079	Total			9,680.00
Aramark Uniform Services				
Inv. 528776153				
05/29/14	Uniform Svc w/5/29/14	500-6010-6711-8132-000		15.00
05/29/14	Uniform Svc w/5/29/14	500-6010-6710-8132-000		15.00
05/29/14	Uniform Svc w/5/29/14	230-6010-6116-8132-000		15.00
05/29/14	Uniform Svc w/5/29/14	210-6010-6501-8132-000		15.00
05/29/14	Uniform Svc w/5/29/14	215-6010-6201-8132-000		15.00
05/29/14	Uniform Svc w/5/29/14	215-6010-6310-8132-000		15.00
05/29/14	Uniform Svc w/5/29/14	101-6010-6601-8132-000		16.
Ck. 06/30/14 183953	Total			106.22
ARC				
Inv. 7499575				
05/07/14	Nature Park Irrigation Map	101-6010-6410-8020-000		34.76
Ck. 06/30/14 183954	Total			34.76
Arecano Inc.				
Inv. 063014-1				
06/30/14	Finance Director Svcs 6/16-29/	210-6010-6501-8170-000		562.10
06/30/14	Finance Director Svcs 6/16-29/	500-3010-3012-8170-000		1,405.25
06/30/14	Finance Director Svcs 6/16-29/	227-7200-7210-8170-000		1,686.30
06/30/14	Finance Director Svcs 6/16-29/	101-3010-3011-8170-000		1,967.35
Ck. 06/30/14 183955	Total			5,621.00
Armstrong Lock & Safe Co.				
Inv. 64193				
06/24/14	PD Duplication of Keys	101-4010-4011-8120-000		42.24
Inv. 64242				
06/23/14	PD Duplication of Keys	101-4010-4011-8120-000		106.82
Ck. 06/30/14 183956	Total			149.06
Artic Mechanical Inc.				
Inv. 131029-075				
11/18/13	A/C Maint. @ WMB	101-6010-6601-8120-000		100.00
Inv. 131029-076				
11/18/13	A/C Maint. @ Garfield House	101-6010-6601-8120-000		100.00
Inv. 131029-078				
11/18/13	A/C Maint. @ Yard	101-6010-6601-8120-000		200.00
Inv. 131029-081				
11/18/13	A/C Maint. @ Sr. Center	101-6010-6601-8120-000		200.00

Inv. 131029-082 12/02/13	A/C Maint. @ Orange Grove	101-6010-6601-8120-000	100.00
Inv. 131029-083 12/02/13	A/C Maint. @ Library	101-6010-6601-8120-000	200.00
Inv. 140429-032 05/05/14	A/C Maint @ Sr. Center	101-6010-6601-8120-000	264.38
Inv. 140429-033 05/05/14	A/C Maint @ WMB	101-6010-6601-8120-000	141.69
Ck. 06/30/14 183957	Total		1,306.07
AT & T U-Verse			
Inv. 130464796 06/17/14	5/18-6/17/14	500-6010-6710-8150-000	60.00
Ck. 07/03/14 184080	Total		60.00
Athens Disposal Company			
Inv. June 2014 06/27/14	Estimate Recycling Fees 6/14	500-0000-0000-5360-000	7,282.56
06/27/14	Estimate Rubbish Fees 6/14	500-0000-0000-5360-000	320,646.41
Inv. May 2014 06/27/14	Low Income Fees 5/14	101-0000-0000-4210-001	1,746.76
06/27/14	Yard Waste Fees 5/14	500-0000-0000-5525-000	10,580.36
Ck. 07/03/14 184081	Total		340,256.09
Audio Editions			
Inv. 1504262 05/21/14	Library Books on Cassette & CD	101-8010-8011-8080-000	25.80
Inv. 1505656 06/03/14	Library Books on Cassette & CD	101-8010-8011-8080-000	34.40
Ck. 06/30/14 183958	Total		60.20
Avalon Property Services, Inc.			
Inv. 18938 06/01/14	Unlock Restrooms Arroyo & Orang	232-6010-6417-8180-000	174.24
06/01/14	Bus Stop Maint. & Trash Remova	101-6010-6601-8180-000	205.09
06/01/14	Bus Stop Maint. & Trash Remova	101-8030-8032-8120-000	316.70
06/01/14	Bus Stop Maint. & Trash Remova	101-6010-6410-8180-000	490.10
06/01/14	Bus Stop Maint. & Trash Remova	101-6010-6601-8180-000	1,592.43
Inv. 18940 06/01/14	Machine Sweep Parking Lot 6/14	207-2010-2260-8180-000	696.93
Ck. 06/30/14 183959	Total		3,475.49
Barajas, Art			
Inv. 7/13/14 07/01/14	Concert in Park Band 7/13/14	101-8030-8032-8264-000	800.00
Ck. 07/01/14 184063	Total		800.00
Bautista, Alejandro			
Inv. 695295 06/08/14	Van# 73,74,77 & 78 Cleaning	205-8030-8025-8100-000	250.00
Ck. 06/30/14 183960	Total		250.00
Bishop Supply Co.			
Inv. 377331 06/09/14	Replace Hand Tools	215-6010-6310-8130-000	554.80
Ck. 06/30/14 183961	Total		554.80
ard, Francois			
Inv. 6/4-5/14 06/10/14	Reimb. Palm Springs Training M	101-6010-6601-8020-000	116.82

Ck. 07/03/14 184082	Total		116
Burro Canyon Shooting Park			
Inv. 5514S			
06/02/14	PD Range Fees 5/9/14 & 6/2/14	101-4010-4011-8200-000	150.00
Ck. 06/30/14 183962	Total		150.00
CA Background Investig Ass'n			
Inv. 2014			
06/16/14	Membership-B.Solinsky 1/1-12/	101-4010-4011-8060-000	60.00
Ck. 06/30/14 183963	Total		60.00
CA Linen Services			
Inv. 1032985			
06/09/14	FD Dept Supplies	101-5010-5011-8020-000	122.41
Inv. 1035216			
06/16/14	FD Dept. Supplies	101-5010-5011-8020-000	119.16
Ck. 06/30/14 183964	Total		241.57
CA Maintenance & Environmental			
Inv. 19235			
05/23/14	Underground Svc Tank Maint	101-6010-6601-8020-000	100.00
Ck. 06/30/14 183965	Total		100.00
CA Police Chiefs Ass'n			
Inv. 66			
07/01/14	14-15 Membership-PD Chief Art	101-4010-4011-8060-000	399.00
Ck. 07/01/14 184064	Total		399.00
CA Sound & Entertainment			
Inv. 7/6/14			
07/01/14	2014 Sum Concert Sound Pkg Svc	101-8030-8032-8264-000	700.00
Ck. 07/01/14 184065	Total		700.00
Inv. 7/13/14			
07/03/14	2014 Sum Concert Sound Pkg Svc	101-8030-8032-8264-000	700.00
Ck. 07/03/14 184083	Total		700.00
CAL PERS 457 PLAN			
Inv. P/R/E 6/29/14			
06/30/14	Deferred Comp	700-0000-0000-2260-000	3,622.46
Ck. 07/03/14 184054	Total		3,622.46
CALPELRA			
Inv. 11/17-21/14			
07/03/14	Conf.Registration-Mariam Lee K	101-2010-2013-8090-000	645.00
Inv. FY 14-15			
07/03/14	Membership-Mariam Lee Ko	101-2010-2013-8060-000	350.00
Ck. 07/03/14 184084	Total		995.00
Cantu Graphics			
Inv. 3934			
06/09/14	Transit Brochures	205-8030-8025-8050-000	196.15
Ck. 06/30/14 183966	Total		196.15
Catering Systems Inc.			
Inv. 3139			
05/28/14	Sr. Center Meals w/ 5/27-30/14	101-8030-8021-8180-000	1,249.00
Inv. 3150			
06/10/14	Sr. Center Meals w/ 6/2-6/14	101-8030-8021-8180-000	1,195.48

Ck. 06/30/14 183967	Total		2,445.30
Central California Power			
Inv. 86977			
05/14/14	Emerg. Repairs Westside Reserv	500-6010-6711-8110-000	1,401.22
Ck. 06/30/14 183968	Total		1,401.22
Chan, Anthony			
Inv. P/R/E 6/29/14			
06/30/14	Movie Detail 6/19/14	101-0000-0000-2910-200	630.00
Inv. P/R/E 6/29/14 A			
06/30/14	Predictive Policing 6/16/14	101-4010-4011-7000-000	140.80
Inv. P/R/E 6/29/14 B			
06/30/14	Coverage 6/21/14	101-4010-4011-7000-000	375.48
Ck. 07/03/14 184055	Total		1,146.28
Chua, Lianne			
Inv. R49670			
06/23/14	Refund Camp Med Fee	101-0000-0000-5270-001	57.00
Ck. 06/30/14 183969	Total		57.00
City of Pasadena			
Inv. IT 2014-23			
06/18/14	PD Radio Communciations 2/1-6/	101-4010-4011-8180-000	5,000.00
Ck. 06/26/14 183944	Total		5,000.00
Inv. AR2107629			
06/16/14	PD Inmate Housing 5/14	101-4010-4011-8180-000	2,136.00
Ck. 06/30/14 183970	Total		2,136.00
City of San Marino			
Inv. Sum 2014			
07/01/14	Portable Stage-Concerts 7/6, 7	101-8030-8032-8264-000	1,545.00
Inv. Sum 2014 A			
07/01/14	Portable Stage-Concerts 7/27 &	101-8030-8032-8264-000	1,030.00
Ck. 07/03/14 184085	Total		2,575.00
City of South Pasadena PD Pett			
Inv. 6/25/14			
06/25/14	Reimb. Petty Cash	101-4010-4011-8000-000	7.62
06/25/14	Reimb. Petty Cash	101-4010-4011-8100-000	30.00
06/25/14	Reimb. Petty Cash	101-4010-4011-8090-000	56.93
06/25/14	Reimb. Petty Cash	101-4010-4011-8020-000	61.55
Ck. 06/26/14 183945	Total		156.10
City of South Pasadena-City CI			
Inv. 6/30/14			
06/30/14	Reimb. Petty Cash	101-3010-3011-8010-000	0.46
06/30/14	Reimb. Petty Cash	101-1020-1021-8020-000	34.62
06/30/14	Reimb. Petty Cash	101-1020-1021-8070-000	61.91
06/30/14	Reimb. Petty Cash	101-1010-1011-8090-000	117.53
Ck. 07/03/14 184086	Total		214.52
City of South Pasadena-Fin.Pet			
Inv. 6/30/14			
06/30/14	Reimb. Petty Cash	101-6010-6011-8170-000	6.00
06/30/14	Reimb. Petty Cash	101-2010-2011-8010-000	8.45
06/30/14	Reimb. Petty Cash	500-6010-6710-8060-000	14.99
06/30/14	Reimb. Petty Cash	101-6010-6011-8020-000	16.16
06/30/14	Reimb. Petty Cash	500-6010-6710-8020-000	16.88

06/30/14	Reimb. Petty Cash	101-2010-2011-8090-000	23..
06/30/14	Reimb. Petty Cash	101-6010-6011-8060-000	25.00
06/30/14	Reimb. Petty Cash	101-2010-2011-8100-000	32.97
06/30/14	Reimb. Petty Cash	500-3010-3012-8232-000	58.41
06/30/14	Reimb. Petty Cash	101-4010-4011-8035-000	59.21
06/30/14	Reimb. Petty Cash	101-2010-2013-8090-000	84.33
Ck. 07/03/14 184087	Total		345.66

City of South Pasadena-Library

Inv. 062614			
06/26/14	Reimb. Petty Cash	101-8010-8011-8000-000	23.62
06/26/14	Reimb. Petty Cash	101-8010-8011-8010-000	40.03
06/26/14	Reimb. Petty Cash	101-8010-8011-8080-000	90.00
06/26/14	Reimb. Petty Cash	101-8010-8011-8020-000	143.43
Ck. 06/30/14 183971	Total		297.08

City of Temple City

Inv. 7/16/14			
07/03/14	CSMFO Lunch D.Batt & P.Lieu 7/	101-3010-3011-8090-000	80.00
Ck. 07/03/14 184088	Total		80.00

CKCK Distribution

Inv. 24			
05/01/14	Gloves	210-6010-6501-8020-000	523.20
Inv. 25			
05/13/14	Swr Dept/Street Dept. Gloves	210-6010-6501-8020-000	479.60
Ck. 06/30/14 183972	Total		1,002.80

Clean Source Inc.

Inv. 2840267-01			
06/16/14	Janitorial Supplies	101-8010-8011-8120-000	201.65
Ck. 06/30/14 183973	Total		201.65

CMS

Inv. 187			
04/12/14	Service PD Unit M-1 & M-2	101-4010-4011-8100-000	560.64
Inv. 188			
04/30/14	Service PD Unit M-1 & M-2	101-4010-4011-8100-000	375.98
Inv. 189			
06/08/14	Service PD Unit M-1 & M-2	101-4010-4011-8100-000	237.17
Ck. 06/30/14 183974	Total		1,173.79

COM Consultants

Inv. 1312CSP			
01/02/14	Telephone Consultant Svcs 12/1	101-2010-2011-8170-000	617.50
Inv. 1401CSP			
02/01/14	Telephone Consultant Svcs 1/14	101-2010-2011-8170-000	736.25
Inv. 1404CSP			
05/01/14	Telephone Consultant Svcs 4/14	101-2010-2011-8170-000	736.25
Inv. 1405CSP			
06/01/14	Telephone Consultant Svcs 5/14	101-2010-2011-8170-000	831.25
Ck. 06/30/14 183975	Total		2,921.25

Commline Inc.

Inv. CF1000006			
06/20/14	Upgrade Firmware Telex System	101-4010-4011-8170-000	3,500.00
Inv. LP030763			
06/10/14	PD E-911 Radios	272-4010-4018-8520-000	15,076.
Ck. 06/30/14 183976	Total		18,576.95

CoreLogic Information Solution

Inv. 81184631			
05/31/14	Realquest.com Svcs 5/14	101-6010-6011-8020-000	270.17
Ck. 06/30/14 183977	Total		270.17

Courtesy Electric Wholesale

Inv. S1282052.001			
04/25/14	Pipe Conduit Supplies	215-6010-6201-8020-000	432.35
Inv. S1286570.001			
05/27/14	WMB Sub-Panel Replacement	101-6010-6601-8120-000	37.16
Inv. S1287261.001			
06/02/14	Light Switch Supplies	101-6010-6601-8120-000	187.38
Inv. S1288032.001			
06/09/14	St. Lighting Supplies	215-6010-6201-8020-000	323.58
Inv. S1288038.001			
06/09/14	WMB Sub-Panel Replacement	101-6010-6601-8120-000	93.29
Inv. S1288374.001			
06/11/14	WMB Sub-Panel Replacement	101-6010-6601-8120-000	61.19
Ck. 06/30/14 183978	Total		1,134.95

CPOA

Inv. 8/20/14			
07/02/14	PD Registration-Neff,Ronnie &	101-4010-4011-8200-000	135.00
Inv. 8/4/14			
07/02/14	PD Registration-Miller, Bartl	101-4010-4011-8200-000	135.00
Ck. 07/03/14 184089	Total		270.00

Week, Michael

Inv. P/R/E 6/29/14			
06/30/14	Movie Detail 6/19/14	101-0000-0000-2910-200	630.00
Ck. 07/03/14 184056	Total		630.00

Crown Coffee & Refreshment Svc

Inv. 25284			
06/19/14	Recreation Water Cooler	101-8030-8032-8020-000	45.78
Inv. 25332			
06/19/14	PD Coffee & Supplies	101-4010-4011-8020-000	239.02
Ck. 06/30/14 183979	Total		284.80

D'Angelo Company

Inv. S1212322.001			
06/04/14	Water Parts & Fittings Supplie	500-0000-0000-1400-000	1,798.99
Ck. 06/30/14 183980	Total		1,798.99

Datamatic Inc.

Inv. CA0000025832			
07/01/14	Meter ReadingSystemMaint. 7/1/	500-6010-6710-8110-000	1,518.34
07/01/14	Meter ReadingSystemMaint. 7/1/	500-3010-3012-8110-000	1,518.35
Ck. 07/01/14 184066	Total		3,036.69

DDL Traffic Inc.

Inv. 3313			
05/23/14	Traffic Signal Battery BackUp	215-6010-6115-8520-000	18,329.00
Ck. 06/30/14 183981	Total		18,329.00

De La Mora, Margaret

Inv. R49671			
06/23/14	Refund Lego Camp	101-0000-0000-5270-002	159.00
Ck. 06/30/14 183982	Total		159.00

Dell Marketing L.P.

Inv. XJD5N7F78				
04/10/14	Yard Computers	101-6010-6410-8530-000		986.25
04/10/14	Yard Computers	101-6010-6601-8530-000		986.26
Inv. XJDJMR272				
05/01/14	7 Mini Tower Computers	101-0000-0000-2997-000		8,026.34
Inv. XJF15MKR6				
05/28/14	Data Tapes	101-3010-3032-8020-000		615.66
Inv. XJF5N4ND5				
06/10/14	Black & Color Toner Cartridges	101-4010-4011-8000-000		310.62
Inv. XJF5N4NP4				
06/10/14	Black & Color Toner Cartridges	101-4010-4011-8000-000		307.50
Inv. XJF854PX6				
06/17/14	Camp Med Ethernet Switch	101-8030-8032-8020-000		189.91
Ck. 06/30/14 183983	Total			11,422.54

Demco

Inv. 5299036				
05/15/14	Lib Tech. Svcs Supplies	101-8010-8011-8020-000		119.45
Inv. 5322776				
06/12/14	Technical Svcs Supplies	101-8010-8011-8020-000		250.16
Ck. 06/30/14 183984	Total			369.61

Dept of Justice

Inv. 038557				
06/04/14	Applicant Fingerprinting 5/14	101-4010-4011-8020-000		416.00
Ck. 06/30/14 183985	Total			416.00

Dooley Enterprises Inc

Inv. 50128				
06/12/12	PD Ammo	101-4010-4011-8020-000		756.00
Ck. 06/30/14 183986	Total			756.00

DuBois, Andrew

Inv. 6/12/14				
06/17/14	Reimb. PD Training Expense	101-4010-4011-8200-000		8.00
Ck. 06/30/14 183987	Total			8.00

E. D. D.

Inv. P/R/E 6/29/14				
06/30/14	State w/h Tax	700-0000-0000-2220-000		19,210.13
Ck. 07/03/14 184057	Total			19,210.13

Empire Cleaning Supply

Inv. 736901				
06/04/14	FD Dept. Cleaning Supplies	101-5010-5011-8020-000		326.35
Inv. 736901-1				
06/09/14	FD Dept. Cleaning Supplies	101-5010-5011-8020-000		123.52
Inv. 736906				
06/04/14	FD Dept. Cleaning Supplies	101-5010-5011-8020-000		275.26
Ck. 06/30/14 183988	Total			725.13

Eurofins Eaton Analytical

Inv. L0168864				
05/30/14	Water Quality Testing	500-6010-6711-8170-000		127.00
Inv. L0169331				
06/03/14	Water Quality Testing	500-6010-6711-8170-000		85.00
Inv. L0169341				
06/03/14	Water Quality Testing	500-6010-6711-8170-000		127.00

Inv. L0169993				
06/06/14	Water Quality Testing		500-6010-6711-8170-000	85.00
Ck. 06/30/14 183989	Total			424.00
Fannon, Nick				
Inv. 7/20/14				
07/01/14	Concert in Park Band 7/20/14		101-0000-0000-2992-003	1,400.00
Ck. 07/01/14 184067	Total			1,400.00
First Choice Services				
Inv. 453870				
06/20/14	City Hall Coffee & Supplies 6/		101-2010-2011-8020-000	164.05
Ck. 06/30/14 183990	Total			164.05
Fjeldsted, Steven				
Inv. 6/24/14				
06/24/14	Reimb. Mileage		101-8010-8011-8070-000	11.20
Ck. 06/30/14 183991	Total			11.20
Flex Advantage				
Inv. 81582				
06/18/14	Adminstration Cost		101-3010-3041-7131-000	72.00
Inv. P/R/E 6/15/14				
06/23/14	Retiree Health Reimbursement 7		101-3010-3041-7131-000	529.84
Ck. 06/26/14 183946	Total			601.84
GE Capital				
Inv. 60852431				
06/08/14	Copier Lease		101-8030-8021-8300-000	99.19
06/08/14	Copier Lease		101-8030-8031-8300-000	99.19
06/08/14	Copier Lease		101-8030-8032-8300-000	99.19
06/08/14	Copier Lease		205-8030-8025-8300-000	99.19
Ck. 06/30/14 183992	Total			396.76
George L.Throop Co.				
Inv. 175833				
01/24/14	Concrete		230-6010-6116-8020-000	895.98
Inv. 175906				
01/30/14	Concrete		230-6010-6116-8020-000	747.20
Inv. 176117				
02/19/14	Concrete		230-6010-6116-8020-000	535.74
Inv. 176123				
02/19/14	Concrete		500-6010-6710-8020-000	730.30
Inv. 176161				
02/24/14	Concrete		230-6010-6116-8020-000	217.73
Inv. 176324				
03/10/14	Concrete		230-6010-6116-8020-000	188.30
Inv. 176522				
03/27/14	Concrete		230-6010-6116-8020-000	747.20
Inv. 176556				
03/31/14	Concrete		230-6010-6116-8020-000	639.29
Inv. 176564				
04/01/14	Concrete		230-6010-6116-8020-000	496.50
Inv. 176579				
04/02/14	Concrete		230-6010-6116-8020-000	747.20
Inv. 176639				
04/08/14	Concrete		230-6010-6116-8020-000	602.23
Inv. 176650				
04/09/14	Concrete		230-6010-6116-8020-000	458.35
Inv. 176673				
04/10/14	Concrete		230-6010-6116-8020-000	535.74

Inv. 176773				
04/17/14	Concrete	230-6010-6116-8020-000		747.20
Inv. 176774				
04/17/14	Concrete	230-6010-6116-8020-000		602.23
Inv. 176823				
04/22/14	Concrete	230-6010-6116-8020-000		458.35
Inv. 176864				
04/24/14	Concrete	230-6010-6116-8020-000		1,045.31
Inv. 176921				
04/29/14	Concrete	230-6010-6116-8020-000		458.35
Inv. 176958				
05/01/14	Concrete	230-6010-6116-8020-000		970.65
Inv. 177026				
05/07/14	Concrete	230-6010-6116-8020-000		398.40
Inv. 177101				
05/15/14	Concrete	230-6010-6116-8020-000		602.23
Inv. 177128				
05/16/14	Concrete	230-6010-6116-8020-000		534.65
Ck. 06/30/14 183993	Total			13,359.13
GK & Associates				
Inv. 14-068				
05/31/14	Hanscom Dr.St Improvement Proj	101-9000-9386-9386-000		5,355.00
Ck. 06/30/14 183994	Total			5,355.00
Golden State Overnight				
Inv. 2579726				
05/15/14	PW Overnight Shipping	101-6010-6011-8020-000		5.62
Ck. 06/30/14 183995	Total			5.62
Gong, Xin				
Inv. 11140440				
06/11/14	Refund Citation	101-0000-0000-4610-000		48.00
Ck. 06/30/14 183996	Total			48.00
Graffiti Control Systems				
Inv. SPAS5/14				
05/31/14	Citywide Graffiti Removal Svcs	101-6010-6410-8262-000		1,176.00
Ck. 06/30/14 183997	Total			1,176.00
Grainger				
Inv. 9440679844				
05/14/14	Safety Vests/Backpack for Dist	500-6010-6710-8134-000		284.50
Ck. 06/30/14 183998	Total			284.50
Greg's Automotive Services				
Inv. 8624				
06/03/14	Unit# 318 Repair Reverse Light	230-6010-6116-8100-000		79.00
Inv. 8652				
06/05/14	Unit #8 Oil Change & Diagnosti	500-6010-6711-8100-000		102.80
Ck. 06/30/14 183999	Total			181.80
Hernandez, Jr., Joseph				
Inv. P/R/E 6/29/14				
06/30/14	Movie Detail 6/19/14	101-0000-0000-2910-200		630.00
Inv. P/R/E 6/29/14A				
06/30/14	Coverage 6/22/14	101-4010-4011-7000-000		375.48
Inv. P/R/E 6/29/14B				
06/30/14	Coverage 6/23/14	101-4010-4011-7000-000		375.48
Inv. P/R/E 6/29/14C				
06/30/14	Coverage 6/24/14	101-4010-4011-7000-000		375.48

07/03/14 184058	Total		1,756.44
Horizon Coach Lines LA			
Inv. 7659			
06/25/14	6/25/14 Sum Camp Med Bus Golf	101-8030-8032-8020-000	2,012.85
Ck. 06/30/14 184000	Total		2,012.85
ICMA			
Inv. P/R/E 6/29/14			
06/30/14	Deferred Comp	700-0000-0000-2260-000	4,628.95
Ck. 07/03/14 184059	Total		4,628.95
ICMA			
Inv. 665648			
07/01/14	14-15 Membership-Lucy Kbjian	101-2010-2011-8060-000	200.00
Ck. 07/01/14 184068	Total		200.00
Inv. 363095			
07/01/14	14-15 Membership-Tracey Perkos	101-3010-3011-8060-000	200.00
Ck. 07/03/14 184090	Total		200.00
Imperial Woodpecker			
Inv. Sprint Job			
06/10/14	Refund Filming Fee	220-0000-0000-5412-001	199.00
06/10/14	Refund Filming Fee	101-0000-0000-4445-000	430.00
Ck. 06/30/14 184001	Total		629.00
Independent Cities Association			
Inv. 2014-47			
07/01/14	14-15 Membership-Lucy Kbjian	101-1010-1011-8060-000	1,075.00
Ck. 07/01/14 184069	Total		1,075.00
ING Life Ins. & Annuity Co.			
Inv. P/R/E 6/29/14			
06/30/14	Deffered Comp	700-0000-0000-2260-000	2,665.33
Ck. 07/03/14 184060	Total		2,665.33
Jack Henry & Associates Inc.			
Inv. 1709805			
06/01/14	RemitPlus Svcs 7/1/14-6/30/15	500-3010-3012-8110-000	1,250.00
Ck. 07/01/14 184070	Total		1,250.00
Jack's Auto Repair			
Inv. 13901			
06/10/14	PD Repair Unit# 1115 Replace W	101-4010-4011-8100-000	351.43
Inv. 13909			
06/10/14	PD Repairs Unit#1112 Oil Chang	101-4010-4011-8100-000	348.08
Inv. 13914			
06/10/14	PD Repair Unit# 1198 Replace B	101-4010-4011-8100-000	305.77
Ck. 06/30/14 184002	Total		1,005.28
JHM Supply			
Inv. 414759			
04/15/14	Irrigation Supplies	101-6010-6410-8020-000	280.07
Inv. 418273			
05/12/14	Irrigation Supplies	101-6010-6410-8020-000	920.32
Inv. 419683			
05/22/14	Stock Supplies	101-6010-6410-8020-000	256.83
Ck. 06/30/14 184003	Total		1,457.22

Kaminski, Belen Marie				
Inv. 5/30/14				
06/10/14	Reimb. PD Training Expense	101-4010-4011-8200-000		38.64
Ck. 06/30/14 184004	Total			38.64
Karbelnig, Dr. Alan				
Inv. 6/19/14				
06/18/14	Psychological Evaluation Fee	101-4010-4011-8170-000		300.00
Ck. 06/30/14 184005	Total			300.00
Kennedy/Jenks Consultants				
Inv. 82804				
05/20/14	Hydraulic Analysis Engineering	500-9000-9300-9300-000		3,288.75
Ck. 06/30/14 184006	Total			3,288.75
L.A.C. Registrar-Recorder				
Inv. 1711-HDPDRXVAR				
07/03/14	Negative Declaration-249 Mocki	101-7010-7101-8040-000		75.00
Ck. 07/03/14 184091	Total			75.00
L.A.C. Registrar-Recorder				
Inv. 1657-CUP-MOD				
07/03/14	Negative Declaration-1515 Garf	101-7010-7101-8040-000		75.00
Ck. 07/03/14 184092	Total			75.00
L.A.C. Registrar-Recorder				
Inv. 1717-HDP-CUPDRX				
07/03/14	Negative Declaration-191 Monte	101-7010-7101-8040-000		75.00
Ck. 07/03/14 184093	Total			75
L.A.C. Registrar-Recorder				
Inv. 0664-DRX-HDP				
07/03/14	Negative Declaration-2131 Hansc	101-7010-7101-8040-000		75.00
Ck. 07/03/14 184094	Total			75.00
Law Offices of Jones & Mayer				
Inv. 68040				
05/31/14	Legal Svcs-1827 Bushnell 5/14	101-2010-2501-8160-000		412.00
Inv. 68041				
05/31/14	Legal Svcs-619 Camino Verde 5/	101-2010-2501-8160-000		3,520.20
Inv. 68042				
05/31/14	Legal Svcs-Angela Carleton 5/1	101-2010-2501-8160-000		739.50
Inv. 68043				
05/31/14	Legal Svcs-Suc.Agency 5/14	227-7200-7210-8160-000		499.50
05/31/14	Legal Svcs-Downtown Project 5/	101-0000-0000-2990-013		2,524.00
Inv. 68044				
05/31/14	Legal Svcs-Nansen,Mark&Roberta	227-7200-7210-8160-000		4,643.50
Inv. 68045				
05/31/14	Legal Svcs-Retainer Paralegal	101-2010-2501-8160-000		2,220.00
Inv. 68046				
05/31/14	Legal Svcs-Retainer 5/14	101-2010-2501-8160-000		20,395.00
Inv. 68047				
05/31/14	Legal Svcs-Riner Scivaliy 5/14	101-2010-2501-8160-000		2,386.50
Ck. 07/03/14 184095	Total			37,340.20
Lawn Mower Corner				
Inv. 93691				
05/30/14	Repair Concrete Saw	500-6010-6710-8110-000		75
Ck. 06/30/14 184007	Total			75.40

LDI Color ToolBox

Inv. 30805A 1				
06/06/14	Copier Staple Cartridge	101-6010-6011-8300-000		24.68
06/06/14	Copier Staple Cartridge	101-2010-2011-8300-000		24.68
06/06/14	Copier Staple Cartridge	101-1020-1021-8300-000		24.68
Ck. 06/30/14 184008	Total			74.04

Litwin, Louis

Inv. 6/9/14				
06/21/14	PD Admin Hearings	101-4010-4011-8180-000		315.00
Ck. 06/30/14 184009	Total			315.00

M.I.S.A.C.

Inv. 300000631				
06/02/14	14-15 Membership-Joe Quintana	101-3010-3032-8020-000		200.00
Ck. 07/01/14 184071	Total			200.00

Macedo, Benjamin

Inv. May 2014				
05/28/14	Fair Oaks Medians 5/14	101-6010-6410-8170-000		200.00
Ck. 06/30/14 184010	Total			200.00

Mc Tighe, Sharon

Inv. R49669				
06/23/14	Refund Cancelled Soccer Class	101-0000-0000-5270-002		80.00
Ck. 06/30/14 184011	Total			80.00

andez, Laura

Inv. 6/16-19/14				
06/24/14	Reimb. PD Training Expense	101-4010-4011-8200-000		57.20
Ck. 06/30/14 184012	Total			57.20

Mike Roos & Company

Inv. 5137F				
05/31/14	Strategic Planning & Consultin	101-2010-2021-8170-000		3,000.00
Ck. 06/30/14 184013	Total			3,000.00

Mission-Meridian Village

Inv. 88888-7				
06/23/14	Property Owners Assn Dues-Hosp	226-2010-2029-8060-000		857.56
Inv. 88888-8				
06/23/14	Property Owners Assn Dues-Park	226-2010-2029-8060-000		41.08
06/23/14	Property Owners Assn Dues-Park	207-2010-2260-8061-000		1,700.00
Inv. 88888-9				
06/23/14	Property Owners Assn Dues-Util	226-2010-2029-8060-000		1,376.17
Ck. 07/03/14 184096	Total			3,974.81

National Construction Rentals

Inv. 3904131				
05/21/14	Temp Fence Wilson Well #2 5/22	500-6010-6711-8020-000		29.70
Ck. 06/30/14 184014	Total			29.70

Nettech Computers Inc

Inv. 018270				
06/16/14	Libary Replacement Battery Car	101-8010-8011-8020-000		128.62
Ck. 06/30/14 184015	Total			128.62

nguyen, Dieuthu

Inv. 13141920				
06/11/14	Refund Citation	101-0000-0000-4610-000		48.00

Ck. 06/30/14 184016	Total		48
Ninyo & Moore			
Inv. 180720			
05/29/14	Material Testing-Wilson Reserv	500-9000-9265-9265-000	3,591.00
Inv. 180825			
06/04/14	Street Improvement Project 4/1	101-9000-9393-9393-000	423.37
06/04/14	Street Improvement Project 4/1	101-9000-9374-9374-000	423.37
06/04/14	Street Improvement Project 4/1	101-9000-9394-9394-000	423.38
06/04/14	Street Improvement Project 4/1	101-9000-9391-9391-000	423.38
Ck. 06/30/14 184017	Total		5,284.50
Norman's Nursery			
Inv. 496438			
05/22/14	Garfield Park Tree Dedication	215-6010-6310-8020-000	452.35
Ck. 06/30/14 184018	Total		452.35
Office Solutions			
Inv. I-00625023			
05/29/14	PD Office Supplies	101-4010-4011-8000-000	67.65
Inv. I-00633427			
06/18/14	PD Office Supplies	101-4010-4011-8000-000	110.60
Ck. 06/30/14 184019	Total		178.25
Oshkosh Capital			
Inv. 72061000			
06/13/14	Fire Truck Lease RA-81	101-3010-3041-8300-000	61,308.40
Ck. 07/01/14 184072	Total		61,308.40
Osz Technologies			
Inv. 9799			
06/15/14	General Computer Support 6/1-1	101-3010-3032-8170-000	172.82
Inv. 9800			
06/15/14	General Computer Support 6/1-1	101-4010-4011-8170-000	5,974.38
Inv. 9801			
06/15/14	General Computer Support 6/1-1	101-3010-3032-8170-000	197.50
Inv. 9802			
06/15/14	General Computer Support 6/1-1	101-3010-3032-8170-000	148.13
Inv. 9803			
06/15/14	General Computer Support 6/1-1	101-3010-3032-8170-000	98.75
Inv. 9804			
06/15/14	General Computer Support 6/1-1	101-3010-3032-8170-000	1,012.19
Ck. 06/30/14 184020	Total		7,603.77
Pers Retirement			
Inv. P/R/E 6/29/14			
06/30/14	Retirement Svc Period 6/16-29/	700-0000-0000-2240-000	101,821.47
Ck. 07/03/14 184061	Total		101,821.47
PETTY CASH - Recreation			
Inv. 6/30/14			
06/30/14	Reimb. Petty Cash	101-8030-8032-8020-000	581.69
Ck. 07/03/14 184097	Total		581.69
PETTY CASH - Sr. Center			
Inv. 6/30/14			
06/30/14	Reimb. Petty Cash	205-8030-8025-8200-000	5.00
06/30/14	Reimb. Petty Cash	205-8030-8025-8100-000	6.00
06/30/14	Reimb. Petty Cash	205-8030-8025-8010-000	16.95
06/30/14	Reimb. Petty Cash	205-8030-8025-8020-000	39.76

06/30/14	Reimb. Petty Cash	205-8030-8025-8180-000	75.56
06/30/14	Reimb. Petty Cash	101-8030-8021-8020-000	267.05
Ck. 07/03/14 184098	Total		410.53

Phoenix Group Information Syst

Inv. 052014184			
06/12/14	PD Permit & Citation Processin	101-0000-0000-4460-000	413.10
06/12/14	PD Permit & Citation Processin	101-0000-0000-4610-000	1,445.70
Ck. 06/30/14 184021	Total		1,858.80

Pieper, Mike

Inv. 7/6/14			
07/01/14	Concert in Park Band 7/6/14	101-8030-8032-8264-000	800.00
Ck. 07/01/14 184073	Total		800.00

Pitney Bowes-Reserve Account

Inv. 34133033			
06/17/14	Reimb. Postage Meter	101-2010-2013-8010-000	0.48
06/17/14	Reimb. Postage Meter	500-3010-3012-8010-000	1.11
06/17/14	Reimb. Postage Meter	101-1010-1011-8010-000	1.92
06/17/14	Reimb. Postage Meter	101-1020-1021-8010-000	2.48
06/17/14	Reimb. Postage Meter	101-2010-2011-8010-000	8.68
06/17/14	Reimb. Postage Meter	101-5010-5011-8010-000	33.75
06/17/14	Reimb. Postage Meter	101-6010-6011-8010-000	58.08
06/17/14	Reimb. Postage Meter	101-3010-3011-8010-000	181.98
06/17/14	Reimb. Postage Meter	101-4010-4011-8010-000	200.24
06/17/14	Reimb. Postage Meter	101-7010-7101-8010-000	207.75
Ck. 06/30/14 184022	Total		696.47

Platinum Plus for Business

Inv. 8433			
05/05/14	PD Certificate Frames- Michael	101-4010-4011-8100-000	65.36
Inv. 8433 A			
05/05/14	Employee Apprec. Lunch Supplie	101-2010-2013-8020-000	83.88
Inv. 8433 B			
05/07/14	Council Meals 5/7/14-Patakan	101-1010-1011-8090-000	104.34
Inv. 8433 C			
05/08/14	PD Chief Conf-Temecula Creek H	101-4010-4011-8090-000	133.55
Inv. 8433 D			
05/09/14	Sr. Center Supplies-Smart N Fi	101-8030-8021-8020-000	46.50
Inv. 8433 E			
05/13/14	Rec. Movies in Park Supplies-S	101-8030-8032-8020-000	184.84
Inv. 8433 F			
05/13/14	Rec. Movies in Park Supplies-T	101-8030-8032-8020-000	428.36
Inv. 8433 G			
05/13/14	Employee Lunch & Lean Event-Ma	101-2010-2013-8020-000	76.28
Inv. 8433 H			
05/14/14	Employee Lunch & Lean Event-Vo	101-2010-2013-8020-000	13.60
Inv. 8433 I			
05/14/14	Employee Lunch & Lean Event-El	101-2010-2013-8020-000	130.77
Inv. 8433 J			
05/21/14	Council Meals 5/21/14-Float	101-1010-1011-8090-000	103.16
Inv. 8433 K			
05/27/14	PD K9 Equipment Supplies-Elite	101-4010-4011-8120-000	509.85
Inv. 8433 K *			
05/27/14	PD K9 Equipment Supplies-Elite	101-4010-4011-8120-000	(39.95)
Inv. 8433 L			
05/29/14	FD Books - Amazon	101-5010-5011-8080-000	370.57
Inv. 8433 M			
05/29/14	FD Books - Amazon	101-5010-5011-8080-000	124.83

Inv. 8433 N				
05/28/14	Special Council Meal 5/28/14-C	101-1010-1011-8090-000		109.19
Inv. 8433 O				
06/02/14	Special Council Meal 6/2/14-Ma	101-1010-1011-8090-000		85.88
Inv. 8433 P				
05/30/14	PW Employ.Apprec. Lunch-Vons	500-6010-6711-8020-000		45.79
Inv. 8433 Q				
05/29/14	PW Employ.Apprec. Lunch-Charli	500-6010-6711-8020-000		275.77
Inv. 8433 R				
05/30/14	Water Conservation Conf Hotel-	500-3010-3012-8232-000		84.00
Inv. 8433 S				
05/30/14	Water Conservation Conf Reg.-W	500-3010-3012-8232-000		335.00
Inv. 8433 t				
06/04/14	Finance Fees	101-3010-3011-8020-000		44.10
Ck. 06/30/14 184023	Total			3,315.67

Platinum Plus-Business Card

Inv. 5752				
05/21/14	Comm. Svcs Supplies-Smart N Fi	205-8030-8025-8020-000		218.79
Inv. 5752 a				
05/21/14	Comm. Svcs Supplies-Pavilions	205-8030-8025-8020-000		50.98
Inv. 5752 b				
05/23/14	Comm. Svcs Supplies-Pavilions	205-8030-8025-8020-000		78.14
Ck. 06/30/14 184024	Total			347.91

Plumbing Wholesale Outlet Inc

Inv. 240568				
05/28/14	FD Dept. Shower Valve Repairs	101-6010-6601-8120-000		114.00
Ck. 06/30/14 184025	Total			114

Post Alarm Systems

Inv. 700906				
06/05/14	WMB Monitoring Fee 7/14	101-8030-8031-8180-000		42.95
Ck. 07/01/14 184074	Total			42.95

Quality Code Publishing, LLC

Inv. 2014-211				
06/13/14	SPMC Codification Svcs 2/1-7/3	101-1020-1021-8060-000		600.00
Ck. 06/30/14 184026	Total			600.00

Recorded Books Inc.

Inv. 74942666				
05/27/14	Books	101-8010-8011-8080-000		15.16
Inv. 74942667				
06/13/14	Books	101-8010-8011-8080-000		8.67
Ck. 06/30/14 184027	Total			23.83

Red Wing Shoe Store

Inv. 1500000002558				
05/20/14	Safety Boots Michael Lee	215-6010-6201-8132-000		250.00
Inv. 150000002579				
06/10/14	Safety Boots Eddie Munoz	215-6010-6201-8132-000		250.00
Inv. 150000002582				
06/14/14	Safety Boots Tommy Trujillo	101-6010-6601-8132-000		243.28
Inv. 150000002582 A				
06/14/14	Safety Boots Lorenzo Palmieri	500-6010-6711-8132-000		250.00
Ck. 06/30/14 184028	Total			993.28

Richards, Watson & Gershon

Inv. 196478				
06/18/14	Nansen Claim	101-2010-2501-8160-000		28,643.19

Ck. 06/30/14 184029	Total		28,643.19
S.G.V. Newspaper Group			
Inv. 00273104			
05/26/14	Pasadena Star News 6/2014-7/20	101-4010-4011-8060-000	390.00
Ck. 06/30/14 184030	Total		390.00
S.P.Review			
Inv. 2341			
06/18/14	Movie in the Park Ads	101-8030-8032-8040-000	96.00
Ck. 06/30/14 184031	Total		96.00
San Gabriel Valley Police Chief			
Inv. 2014-2015			
07/01/14	14-15 Membership -PD Chief Art	101-4010-4011-8060-000	180.00
Ck. 07/01/14 184075	Total		180.00
Security Design Systems, Inc.			
Inv. 193057			
06/01/14	Lease PD Camera Equipment 6/14	101-4010-4011-8110-000	65.00
Ck. 06/30/14 184032	Total		65.00
Seigel, Andrea			
Inv. R49281			
06/11/14	Refund Deposit Eddie Park 6/7/	101-0000-0000-2920-001	250.00
Ck. 06/30/14 184033	Total		250.00
~vpro			
Inv. 142573			
05/29/14	Citywide Pest Control Svcs 5/1	101-6010-6601-8120-000	389.17
Ck. 06/30/14 184034	Total		389.17
Sidoti, Matt			
Inv. 7/3/14			
07/01/14	4th of July Sr.Center Entertai	101-8030-8021-8020-000	200.00
Ck. 07/01/14 184076	Total		200.00
So. CA Edison Co.			
Inv. 3-000-5677-90			
06/21/14	5/19-6/18/14	500-6010-6711-8152-000	967.49
Inv. 3-000-5950-21			
06/21/14	5/19-6/18/14	101-6010-6410-8140-000	87.06
Inv. 3-000-5950-22			
06/21/14	4/25-5/27/14	101-6010-6410-8140-000	156.75
Inv. 3-000-7125-63			
06/21/14	4/25-5/27/14	101-6010-2015-8140-000	27.31
Inv. 3-000-7125-66			
06/21/14	4/25-5/27/14	500-6010-6711-8140-000	40.98
Inv. 3-000-7152-57			
06/21/14	4/25-5/27/14	101-6010-6410-8140-000	25.52
Inv. 3-000-8455-69			
06/21/14	4/25-5/27/14	215-6010-6115-8140-000	52.65
Inv. 3-000-9969-52			
06/21/14	4/25-5/27/14	101-6010-6410-8140-000	13.43
06/21/14	4/25-5/27/14	215-6010-6201-8140-000	13.44
Inv. 3-001-1810-93			
06/21/14	5/1-6/2/14	101-6010-6410-8140-000	38.35
Inv. 3-001-1810-94			
06/21/14	4/25-5/27/14	500-6010-6711-8152-000	45.17

Inv. 3-001-1810-98				
06/21/14	4/25-5/27/14	500-6010-6711-8152-000		40,604.18
Inv. 3-001-1811-29				
06/21/14	4/25-5/27/14	101-6010-6601-8140-000		5,755.15
Inv. 3-001-1811-44				
06/21/14	4/25-5/27/14	215-6010-6201-8140-000		133.24
06/21/14	4/25-5/27/14	101-6010-6410-8140-000		133.24
Inv. 3-001-1811-45				
06/21/14	4/25-5/27/14	101-6010-6410-8140-000		165.19
06/21/14	4/25-5/27/14	215-6010-6201-8140-000		165.19
Inv. 3-001-1811-48				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		44.05
Inv. 3-001-1811-56				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		69.20
Inv. 3-001-1811-58				
06/21/14	5/1-6/2/14	101-6010-6410-8140-000		34.33
Inv. 3-001-1811-59				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		36.42
Inv. 3-001-1811-63				
06/21/14	4/25-5/27/14	101-6010-6410-8140-000		26.89
Inv. 3-001-1811-64				
06/21/14	4/25-5/27/14	101-6010-6410-8140-000		65.63
Inv. 3-001-1811-67				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		37.07
Inv. 3-001-1811-68				
06/21/14	4/25-5/27/14	101-8010-8011-8140-000		98.86
Inv. 3-001-1811-69				
06/21/14	5/1-6/2/14	215-6010-6201-8140-000		23.75
Inv. 3-001-1811-75				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		90.
Inv. 3-001-1811-76				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		46.63
Inv. 3-001-1811-77				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		39.01
Inv. 3-001-1811-79				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		42.05
Inv. 3-001-1811-80				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		51.36
Inv. 3-001-1811-86				
06/21/14	4/25-5/27/14	101-6010-6410-8140-000		25.08
Inv. 3-001-1811-87				
06/21/14	4/25-5/27/14	500-6010-6711-8140-000		35.45
Inv. 3-001-1811-89				
06/21/14	5/1-6/2/14	101-6010-6410-8140-000		17.16
06/21/14	5/1-6/2/14	215-6010-6201-8140-000		17.17
Inv. 3-001-1811-90				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		38.60
Inv. 3-001-1811-91				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		65.58
Inv. 3-001-1811-92				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		26.55
Inv. 3-001-1811-93				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		57.04
Inv. 3-001-1811-95				
06/21/14	4/25-5/27/14	101-6010-6410-8140-000		28.67
Inv. 3-001-1811-96				
06/21/14	4/25-5/27/14	500-6010-6711-8140-000		47.08
Inv. 3-001-1811-97				
06/21/14	4/25-5/27/14	500-6010-6711-8152-000		2,996.
Inv. 3-001-1811-98				
06/21/14	4/25-5/27/14	215-6010-6115-8140-000		17.49

Inv. 3-001-1812-06				
06/21/14	4/25-5/27/14		101-6010-6410-8140-000	62.64
Inv. 3-001-1812-07				
06/21/14	4/25-5/27/14		500-6010-6711-8140-000	30.76
Inv. 3-001-1812-08				
06/21/14	4/25-5/27/14		215-6010-6115-8140-000	55.69
Inv. 3-001-1812-09				
06/21/14	5/1-6/2/14		101-6010-6410-8140-000	307.20
Inv. 3-001-1812-10				
06/21/14	4/28-5/28/14 Garfield Park		232-6010-6417-8140-000	133.37
Inv. 3-001-1812-11				
06/21/14	4/28-5/28/14		215-6010-6115-8140-000	33.38
Inv. 3-001-1812-12				
06/21/14	4/28-5/28/14		215-6010-6115-8140-000	29.79
Inv. 3-001-1812-25				
06/21/14	4/28-5/28/14		101-6010-6410-8140-000	25.63
Inv. 3-001-1812-26				
06/21/14	4/28-5/28/14		101-6010-6410-8140-000	1,110.94
Inv. 3-001-1812-27				
06/21/14	4/28-5/28/14		215-6010-6115-8140-000	53.68
Inv. 3-001-1812-31				
06/21/14	4/28-5/28/14		101-6010-6410-8140-000	49.04
Inv. 3-001-1812-32				
06/21/14	5/1-6/2/14		101-6010-6410-8140-000	13.89
Inv. 3-001-1812-33				
06/21/14	4/28-5/28/14		500-6010-6711-8140-000	41.13
Inv. 3-001-1812-34				
06/21/14	4/30-5/30/14		500-6010-6711-8152-000	3,292.05
Inv. 3-001-1812-35				
06/21/14	5/1-6/2/14		215-6010-6115-8140-000	19.42
Inv. 3-001-1812-36				
06/21/14	4/30-5/30/14		101-6010-6410-8140-000	79.97
Inv. 3-001-1812-38				
06/21/14	5/1-6/2/14		101-6010-6410-8140-000	27.58
Inv. 3-001-1812-39				
06/21/14	5/1-6/2/14		215-6010-6115-8140-000	56.34
Inv. 3-001-9413-97				
06/21/14	5/1-6/2/14		500-6010-6711-8152-000	4,152.14
Inv. 3-002-4372-43				
06/21/14	5/1-6/2/14		215-6010-6115-8140-000	79.47
Inv. 3-002-4473-12				
06/21/14	5/1-6/2/14		500-6010-6711-8140-000	25.08
Inv. 3-003-7341-83				
06/21/14	5/1-6/2/14		101-6010-6410-8140-000	11.84
Inv. 3-004-3214-58				
06/21/14	5/1-6/2/14		500-6010-6711-8140-000	42.93
Inv. 3-004-4562-56				
06/21/14	5/1-6/2/14		215-6010-6115-8140-000	65.58
Inv. 3-016-0678-82				
06/21/14	5/1-6/2/14		215-6010-6201-8140-000	113.69
Inv. 3-022-6051-15				
06/21/14	5/1-6/2/14		215-6010-6115-8140-000	82.65
Inv. 3-022-6897-57				
06/21/14	5/1-6/2/14		215-6010-6115-8140-000	26.31
Inv. 3-022-6897-89				
06/21/14	5/1-6/2/14		215-6010-6115-8140-000	27.87
Inv. 3-022-6897-99				
06/21/14	5/1-6/2/14		215-6010-6115-8140-000	24.94
Inv. 3-022-6898-05				
06/21/14	5/1-6/2/14		215-6010-6115-8140-000	28.13
Inv. 3-022-6898-17				
06/21/14	5/1-6/2/14		215-6010-6115-8140-000	27.00

Inv. 3-033-3452-62			
06/21/14	5/21-6/20/14	500-6010-6710-8140-000	700.24
Ck. 06/26/14 183947	Total		63,332.60
Solinsky, Brian			
Inv. 6/16/14			
06/17/14	Reimb. PD Training Expense	101-4010-4011-8200-000	8.00
Ck. 06/30/14 184035	Total		8.00
South Pasadena Mercantile Co.			
Inv. 031401			
06/09/14	Graphic Design for Volunteer R	101-8010-8011-8020-000	200.00
Inv. 041401			
06/09/14	Graphic Design for Eclectic Mu	101-8010-8011-8020-000	200.00
Ck. 06/30/14 184036	Total		400.00
Spohn Ranch, Inc.			
Inv. SP006			
06/23/14	Skatepark Refurbishment	101-8030-8032-8180-000	2,639.21
Ck. 06/26/14 183948	Total		2,639.21
Springbrook Software			
Inv. CM514			
10/24/13	Fixed Assets Maint. CREDIT	101-3010-3032-8110-000	(1,549.46)
Inv. INV28285			
05/16/14	Software Maint. 7/1/14-6/30/15	500-3010-3012-8110-000	8,946.82
05/16/14	Software Maint. 7/1/14-6/30/15	101-3010-3032-8110-000	26,840.46
Ck. 07/01/14 184077	Total		34,237.82
St. George's Medical Clinic			
Inv. 94509			
05/08/14	Medical Exam-Michael Ankri	101-4010-4011-8170-000	50.00
Inv. 94725			
05/27/14	Medical Exam-Kimberly How	101-2010-2013-8170-000	35.00
Inv. 94730			
05/27/14	Medical Exam-Alexandra Carreth	101-2010-2013-8170-000	35.00
Inv. 94734			
05/27/14	Medical Exam-Jose Robles	101-2010-2013-8170-000	35.00
Inv. 94744			
05/27/14	Medical Exam-Ryan Wood	101-2010-2013-8170-000	35.00
Inv. 94746			
05/30/14	Medical Exam-Anais Ruiz	101-2010-2013-8170-000	70.00
Inv. 94750			
05/27/14	Medical Exam-Phillip Bailey	101-2010-2013-8170-000	35.00
Inv. 94751			
05/27/14	Medical Exam-Ryan Nakakura	101-2010-2013-8170-000	35.00
Inv. 94752			
05/27/14	Medical Exam-Alejandro Lopez	101-2010-2013-8170-000	35.00
Inv. 94768			
05/27/14	Medical Exam-Jessica Sandoval	101-2010-2013-8170-000	35.00
Inv. 94774			
05/28/14	Medical Exam-Matthew Nolan	101-2010-2013-8170-000	35.00
Inv. 94777			
05/28/14	Medical Exam-Eric Corona	101-2010-2013-8170-000	35.00
Inv. 94778			
05/28/14	Medical Exam-Ingrid Roldan	101-2010-2013-8170-000	35.00
Inv. 94858			
05/27/14	Medical Exam-Lucia Miranda	101-2010-2013-8170-000	35.00
Ck. 06/30/14 184037	Total		540.00

Scaples Business Advantage

Inv. 3228215563				
05/10/14	Yard Office Supplies	101-6010-6011-8020-000		119.02
Inv. 3228709872				
05/16/14	Yard Office Supplies	101-6010-6011-8020-000		70.93
Inv. 3228761357				
05/17/14	Yard Office Supplies	101-6010-6011-8020-000		130.35
Inv. 3228821516				
04/18/14	Yard Office Supplies	210-6010-6501-8020-000		108.73
04/18/14	Yard Office Supplies	101-6010-6011-8020-000		176.73
Inv. 3231775031				
05/21/14	CMO CC PW Office Supplies	101-1020-1021-8020-000		39.82
05/21/14	CMO CC PW Office Supplies	101-2010-2011-8000-000		39.82
05/21/14	CMO CC PW Office Supplies	101-6010-6011-8020-000		39.82
Inv. 3231895319				
05/23/14	CMO Office Supplies	101-2010-2011-8110-000		73.89
Inv. 3231895336				
05/23/14	Yard Office Supplies	210-6010-6501-8020-000		20.02
05/23/14	Yard Office Supplies	215-6010-6201-8000-000		26.00
05/23/14	Yard Office Supplies	230-6010-6116-8020-000		30.00
05/23/14	Yard Office Supplies	101-6010-6601-8020-000		30.00
05/23/14	Yard Office Supplies	500-6010-6710-8000-000		30.25
05/23/14	Yard Office Supplies	500-6010-6710-8000-000		30.25
05/23/14	Yard Office Supplies	101-6010-6410-8000-000		30.25
05/23/14	Yard Office Supplies	101-6010-6011-8020-000		31.18
Inv. 3232126434				
05/24/14	CMO Office Supplies	101-2010-2011-8000-000		79.88
Inv. 3233865883				
06/13/14	CMO Office Supplies	101-2010-2011-8000-000		13.84
06/13/14	CMO Office Supplies	101-2010-2011-8020-000		210.70
Ck. 06/30/14 184038	Total			1,331.48

Inv. 3234126898				
06/14/14	Library Office Supplies	101-8010-8011-8000-000		51.11
Inv. 3234126899				
06/14/14	Library Office Supplies	101-8010-8011-8000-000		132.42
Inv. 3234320800				
06/19/14	Library Office Supplies	101-8010-8011-8000-000		223.78
Ck. 07/03/14 184099	Total			407.31

Studio Spectrum

Inv. 17857				
05/27/14	AV Svcs 5/14	101-1020-1021-8170-000		375.00
Ck. 06/30/14 184039	Total			375.00

Sun Badge Company

Inv. 3234126898				
06/14/14	Library Office Supplies	101-8010-8011-8000-000		51.11
Inv. 3234126899				
06/14/14	Library Office Supplies	101-8010-8011-8000-000		132.42
Inv. 3234320800				
06/19/14	Library Office Supplies	101-8010-8011-8000-000		223.78
Inv. 350026				
02/11/14	Badges & Repairs	101-4010-4011-8020-000		34.56
Inv. 350301				
02/24/14	Badges & Repairs	101-4010-4011-8020-000		140.35
Inv. 351188				
04/03/14	Badges & Repairs	101-4010-4011-8020-000		124.00
Ck. 06/30/14 184040	V Total			706.22

Inv. 350026				
02/11/14	PD Badges & Repair Badges	101-4010-4011-8020-000		34.50
Inv. 350301				
02/24/14	PD Badges & Repair Badges	101-4010-4011-8020-000		140.35
Inv. 351188				
04/03/14	PD Badges & Repair Badges	101-4010-4011-8020-000		124.00
Ck. 07/03/14 184100	Total			298.91

The Gas Company

Inv. 072 519 1300 5				
06/19/14	5/16-6/17/14	101-6010-6410-8140-000		40.06
Inv. 080 919 2900 3				
06/19/14	5/16-6/17/14	101-6010-6601-8140-000		352.77
Inv. 080 919 3600 8				
06/19/14	5/16-6/17/14	101-8030-8031-8140-000		5.52
Inv. 083 019 3600 4				
06/19/14	5/16-6/17/14	500-6010-6710-8140-000		26.47
Inv. 135 519 3700 9				
06/19/14	5/16-6/17/14	101-8010-8011-8140-000		1.11
Inv. 137 619 3700 5				
06/19/14	5/16-6/17/14	101-8030-8021-8140-000		62.14
Inv. 148 220 0900 8				
06/19/14	5/16-6/17/14	101-6010-6410-8140-000		96.46
Ck. 06/26/14 183949	Total			584.53

The Sauce Creative Services

Inv. 724				
06/18/14	Green Living Expo Marketing Ma	101-0000-0000-2992-003		1,378.85
Ck. 07/03/14 184101	Total			1,378.85

Time Warner Cable

Inv. 008 0070193				
07/01/14	Skate Park Cable 7/1-31/14	101-4010-4011-8110-000		73.96
Ck. 07/03/14 184102	Total			73.96

Tracy, Natalie

Inv. R49672				
06/23/14	Refund Dropped Sum Class	101-0000-0000-5270-002		144.00
Ck. 06/30/14 184041	Total			144.00

TruGreen Landcare-West

Inv. 7739530				
05/31/14	Landscape Svcs 5/14	215-6010-6416-8180-000		5,012.36
05/31/14	Landscape Svcs 5/14	101-6010-6410-8180-000		12,061.64
Ck. 06/30/14 184042	Total			17,074.00

Underground Service Alert

Inv. 520140669				
06/01/14	Underground Svc Alerts 5/14	500-6010-6710-8020-000		147.00
Ck. 06/30/14 184043	Total			147.00

United Site Services, Inc.

Inv. 114-2081672				
06/06/14	Portable Toilet Svc Nelson Fie	101-8030-8032-8180-000		215.65
Ck. 06/30/14 184044	Total			215.65

United Way

Inv. P/R/E 6/29/14				
06/30/14	Payroll Deduction	700-0000-0000-2258-000		6.00

07/03/14 184062	Total		6.00
Verizon Wireless			
Inv. 9725948693			
05/26/14	PD Air Cards 4/27-5/26/14	101-4010-4011-8150-000	760.32
Ck. 06/30/14 184045	Total		760.32
Inv. 9727497789			
06/23/14	Mobile Broadband 8351 5/24-6/2	101-3010-3032-8150-000	11.01
Ck. 07/03/14 184103	Total		11.01
Vernon Library Supplies Inc			
Inv. 0073237			
06/04/14	Library Black Cartridges Ribbo	101-0000-0000-2700-000	(49.68)
06/04/14	Library Black Cartridges Ribbo	101-8010-8011-8000-000	625.63
Ck. 06/30/14 184046	Total		575.95
VR Auto Repair			
Inv. 956895			
06/10/14	Change 2 Tires PD Unit# 0906	101-4010-4011-8100-000	50.00
Ck. 06/30/14 184047	Total		50.00
Vulcan Materials Co. & Affilia			
Inv. 70372822			
05/28/14	Cold Mix	500-6010-6710-8020-000	498.02
05/28/14	Cold Mix	230-6010-6116-8020-000	498.02
Ck. 06/30/14 184048	Total		996.04
Wite, Katherine			
Inv. 12135115			
06/11/14	Refund Citations	101-0000-0000-4610-000	48.00
Ck. 06/30/14 184049	Total		48.00
West Coast Arborists, Inc.			
Inv. 96493			
04/15/14	Grid Pruning Svcs	215-6010-6310-8180-000	2,257.00
04/15/14	City Wide Grid Pruning	215-6010-6310-8180-000	8,684.00
Inv. 96664			
05/15/14	City Wide Grid Pruning	215-6010-6310-8180-000	5,536.00
05/15/14	City Wide Grid Pruning	215-6010-6310-8170-000	5,894.00
Ck. 06/30/14 184050	Total		22,371.00
Western Graphix			
Inv. 43591			
06/09/14	ID Lanyards	101-2010-2013-8020-000	265.18
Inv. 43645			
06/18/14	PD ID Cards	101-4010-4011-8020-000	110.64
Ck. 06/30/14 184051	Total		375.82
Williams, Joan Frye			
Inv. 140635			
06/11/14	Library Operations Study	101-2010-2011-8170-000	12,500.00
Ck. 06/30/14 184052	Total		12,500.00
Zee, Yuet			
Inv. June 2014			
06/23/14	Instructor Line Dance Class	101-8030-8032-8267-000	93.60
Ck. 06/30/14 184053	Total		93.60

Zneimer, Evelyn

Inv. 6/20/14				
06/20/14	Reimb. League of CA Cities 4/2		101-1020-1021-8090-000	325.28
Ck. 06/26/14 183950	Total			325.28
Total				938,960.80

ATTACHMENT 3
General City Warrant List

Affordable Generator Svcs Inc.

Inv. 3744				
06/20/14	FD, PD & Mission Meridian Gene	101-4010-4011-8020-000		217.52
06/20/14	FD, PD & Mission Meridian Gene	101-5010-5011-8020-000		217.53
06/20/14	FD, PD & Mission Meridian Gene	226-2010-2029-8020-000		296.58
Ck. 07/16/14 184104	Total			731.63

Aizawa, Kari

Inv. R49611				
06/25/14	Refund Orange Grove Mid-Level	101-0000-0000-4891-000		250.00
Ck. 07/16/14 184105	Total			250.00

All Star Fire Equipment, Inc.

Inv. 110320				
06/24/14	PD Detective Safety Equipment	101-4010-4011-8020-000		1,129.09
Inv. 174274				
06/12/14	FD Safety Equipment	101-5010-5011-8020-000		2,795.77
Inv. 174421				
06/19/14	FD Safety Equipment	101-5010-5011-8020-000		165.39
Inv. 174644				
06/30/14	FD Safety Equipment	101-5010-5011-8020-000		732.80
Ck. 07/16/14 184106	Total			4,823.05

Alliant Insurance Svcs Inc.

Inv. 221208				
05/15/14	Crime Program 7/1/14-7/1/15	101-3010-3041-8191-000		1,950.00
Ck. 07/16/14 184107	Total			1,950.00

American Planning Assn.

Inv. E1213				
07/01/14	9/13-16/14 Conf.-David Watkins	101-7010-7101-8090-000		450.00
Ck. 07/16/14 184108	Total			450.00

Arroyo Parkway Self Storage

Inv. Unit A0932				
06/26/14	Storage Rental 8/1/14-7/1/15	101-8010-8011-8020-000		2,387.00
Ck. 07/16/14 184109	Total			2,387.00

Arroyo Verdugo Cities

Inv. FY 2013-14				
06/27/14	Arroyo Verdugo Subregion Membe	101-1010-1011-8060-000		1,794.51
Ck. 07/16/14 184110	Total			1,794.51

AT&T --Cingular Wireless

Inv. 879338213X06232				
06/15/14	FD Cellphone 5/16-6/15/14	101-5010-5011-8150-000		83.05
Ck. 07/16/14 184111	Total			83.05

Audio Editions

Inv. 1507364				
06/16/14	Library Books on Cassette & CD	101-8010-8011-8080-000		515.85
Inv. 1508652				
06/26/14	Library Books on Cassette & CD	101-8010-8011-8080-000		156.50
Inv. 1508653				
06/26/16	Library Books on Cassette & CD	101-8010-8011-8080-000		405.09
Ck. 07/16/14 184112	Total			1,077.44

Baker & Taylor Books

Inv. 3019614889				
06/19/14	Books	101-8010-8011-8080-000		59.69

Inv. 4010895229				
06/02/14	Books	101-8010-8011-8080-000		2,313.70
Inv. 4010898154				
06/04/14	Books	101-8010-8011-8080-000		4,541.74
Inv. 4010903075				
06/11/14	Books	101-8010-8011-8080-000		1,930.05
Inv. 4010905005				
06/11/14	Books	101-8010-8011-8080-000		716.03
Inv. 4010907070				
06/13/14	Books	101-8010-8011-8080-000		571.18
Inv. 4010912711				
06/20/14	Books	101-8010-8011-8080-000		899.49
Inv. 4010916059				
06/25/14	Books	101-8010-8011-8080-000		880.90
Ck. 07/16/14 184113	Total			11,912.78

Baker & Taylor Entertainment

Inv. T06084830				
06/23/14	DVD's, CD's & Video's	101-8010-8011-8080-000		16.34
Inv. T06112410				
06/24/14	DVD's, CD's & Video's	101-8010-8011-8080-000		24.51
Inv. T06126980				
06/25/14	DVD's, CD's & Video's	101-8010-8011-8080-000		16.33
Ck. 07/16/14 184114	Total			57.18

Baker & Taylor Inc.

Inv. T10NS8851R				
06/11/14	Electronic Svcs 8/2014-7/2015	101-8010-8011-8031-000		2,660.00
07/16/14 184115	Total			2,660.00

Bob Wondries Ford

Inv. 471580				
07/02/14	PD Unit#1201 8 New Keys	101-4010-4011-8100-000		217.91
Ck. 07/16/14 184116	Total			217.91

Bowen, Timothy D.

Inv. June 2014				
06/26/14	Instructor Lego Camp Classes	101-8030-8032-8267-000		4,674.00
Ck. 07/16/14 184117	Total			4,674.00

CA Linen Services

Inv. 1037428				
06/23/14	FD Dept. Supplies	101-5010-5011-8020-000		122.47
Inv. 1039628				
06/30/14	FD Dept. Supplies	101-5010-5011-8020-000		114.90
Ck. 07/16/14 184118	Total			237.37

CA On Locations Awards

Inv. 13069				
06/16/14	FLICS COLA Sponsorship 2014	101-3010-3011-8020-000		300.00
Ck. 07/16/14 184119	Total			300.00

CALED

Inv. 782				
06/04/14	2014-2015 Membership-Hiliary S	101-2010-2011-8060-000		465.00
Ck. 07/16/14 184120	Total			465.00

alifa Group

Inv. 5919				
04/09/14	Electronic Ref. Mango Lang.4/2	101-8010-8011-8031-000		2,482.56

Inv. 6150				
06/18/14	Oxford University Press 7/1/14	101-8010-8011-8031-000		420.00
Inv. 6151				
06/18/14	BookBrowse Electronic 7/1/14-6	101-8010-8011-8031-000		630.00
Inv. 6152				
06/18/14	EBSCO NovelistElectronic 7/1/1	101-8010-8011-8031-000		3,000.00
Inv. 6176				
06/26/14	LearningExpress Elect.7/1/14-6	101-8010-8011-8031-000		2,991.00
Ck. 07/16/14 184121	Total			9,523.56
Cantu Graphics				
Inv. 3913				
05/30/14	Transit Notepads	205-8030-8025-8050-000		245.25
Ck. 07/16/14 184122	Total			245.25
Cavanaugh & Associates				
Inv. 7/21-25/14				
06/25/14	PD Training-Corney,Holland & M	101-4010-4011-8210-000		1,653.00
Ck. 07/16/14 184123	Total			1,653.00
CBE Los Angeles				
Inv. IN1600825				
06/20/14	FD Copier Overage Charges 5/20	101-5010-5011-8170-000		133.35
Ck. 07/16/14 184124	Total			133.35
Chang, Lee				
Inv. R49805				
06/25/14	Refund Drop Sum Camp Class	101-0000-0000-5270-002		120.00
Ck. 07/16/14 184125	Total			120
Chris English Design				
Inv. CED1636				
07/02/14	Best Places to Live in West-De	220-2010-2301-8255-000		3,034.25
Ck. 07/16/14 184126	Total			3,034.25
CIT Technology Financial Servi				
Inv. 25404676				
06/23/14	Sharp Copier Lease	500-3010-3012-8110-000		216.64
06/23/14	Sharp Copier Lease	101-3010-3011-8110-000		216.64
06/23/14	Sharp Copier Lease	101-7010-7101-8110-000		433.28
Ck. 07/16/14 184127	Total			866.56
City of Alhambra Police Dept.				
Inv. SP 06/14				
07/01/14	PD Inmate Housing 6/14	101-4010-4011-8180-000		86.00
Ck. 07/16/14 184128	Total			86.00
Clean Source Inc.				
Inv. 2842248-00				
06/23/14	Comm. Svcs Restroom Supplies	101-8030-8021-8120-000		452.29
Ck. 07/16/14 184129	Total			452.29
COM Consultants				
Inv. 1406CSP				
07/01/14	Telephone Consultant 6/14	101-2010-2011-8170-000		973.75
Ck. 07/16/14 184130	Total			973.75
Community Action EAP, Inc.				
Inv. 7/1/14-6/30/15				
07/01/14	Employee Assistance Program7/2	101-2010-2013-8170-000		4,200.00

Chk. 07/16/14 184131	Total		4,200.00
Corney, Jose			
Inv. 7/21-25/14			
06/30/14	Reimb. PD Training Expense	101-4010-4011-8210-000	693.76
Chk. 07/16/14 184132	Total		693.76
CSAC Excess Insurance Authorit			
Inv. 15100035			
07/01/14	Primary Worker's Comp. 7/1/14-	101-0000-0000-2269-000	516,779.00
Inv. 15100265			
07/01/14	Excess Worker's Comp. 7/1/14-7	101-0000-0000-2269-000	236,448.00
Inv. 15300109			
07/02/14	Gen. Liability Ins. 7/1/14-7/1	210-6010-6501-8191-000	9,497.90
07/02/14	Gen. Liability Ins. 7/1/14-7/1	215-6010-6201-8191-000	18,995.80
07/02/14	Gen. Liability Ins. 7/1/14-7/1	500-6010-6710-8191-000	47,489.50
07/02/14	Gen. Liability Ins. 7/1/14-7/1	101-3010-3041-8191-000	113,974.80
Chk. 07/16/14 184133	Total		943,185.00
Cuellar, Erika			
Inv. 34013			
07/01/14	Refund Permit	101-0000-0000-4460-000	6.00
Chk. 07/16/14 184134	Total		6.00
D & S Printing			
Inv. 8535			
06/18/14	Sum Concert Posters & Banners	101-8030-8032-8050-000	196.20
06/18/14	Sum Concert Posters & Banners	101-8030-8032-8264-000	264.87
Inv. 8565			
07/03/14	PD Parking Permit Applications	101-4010-4011-8050-000	261.60
Inv. 8566			
07/03/14	Name Plate-Sgt. Brian Solinsky	101-4010-4011-8020-000	26.16
Chk. 07/16/14 184135	Total		748.83
Demco			
Inv. 5327627			
06/19/14	Tech. Svcs Supplies	101-8010-8011-8020-000	250.16
Chk. 07/16/14 184136	Total		250.16
Dr. Detail Ph.D			
Inv. 00012			
06/29/14	Library Carpet Cleaning	101-8010-8011-8120-000	800.00
Chk. 07/16/14 184137	Total		800.00
E.G. Brennan & Co. Corp.			
Inv. 0000043992			
07/01/14	Svc Maint. 8/29/14-8/29/15	101-4010-4011-8110-000	225.00
Chk. 07/16/14 184138	Total		225.00
Echenique, Helena			
Inv. R05493			
06/30/14	Refund Lost & Paid Library Mat	101-0000-0000-5260-003	12.00
Chk. 07/16/14 184139	Total		12.00
Federal Express			
Inv. 2-699-75789			
06/27/14	CMO Overnight Shipping	101-2010-2013-8010-000	15.00
Chk. 07/16/14 184140	Total		15.00

Ferguson Water Works #1083

Inv. 0473086-1				
06/17/14	Water Gate Valves & Caps	500-0000-0000-1400-000		297.57
Ck. 07/16/14 184141	Total			297.57

Gilmore, Anna

Inv. R49610				
06/25/14	Refund Youth House Deposit	101-0000-0000-2920-000		250.00
Ck. 07/16/14 184142	Total			250.00

Golden State Overnight

Inv. 2594808				
06/15/14	PW Overnight Shipping	101-6010-6011-8010-000		7.48
Ck. 07/16/14 184143	Total			7.48

Gonzalez, Valerie

Inv. R49804				
06/25/14	Refund Cancelled Park Rsvp	101-0000-0000-5270-005		27.50
Ck. 07/16/14 184144	Total			27.50

Gov't Finance Officers Ass'n

Inv. 0123001				
06/12/14	Membership-D.Batt 8/1/14-7/31/14	101-3010-3011-8060-000		225.00
Ck. 07/16/14 184145	Total			225.00

Grady, Anthony Q.

Inv. Spring 2014				
06/16/14	Instructor Jiu Jitsu Class	101-8030-8032-8267-000		38.10
Ck. 07/16/14 184146	Total			38

Hansen, Susie

Inv. 8/3/14				
06/30/14	Concert in Park Band 8/3/14	101-8030-8032-8264-000		1,300.00
Ck. 07/16/14 184147	Total			1,300.00

Hill, Kevin

Inv. 2014				
06/30/14	Reimb. Paramedic License	101-5010-5011-8200-000		200.00
Ck. 07/16/14 184148	Total			200.00

Historic Resources Group

Inv. 7068				
06/20/14	Historic Preservation Consulti	101-7010-7101-8170-000		2,280.00
Ck. 07/16/14 184149	Total			2,280.00

Holland, Jeffrey

Inv. 7/21-25/14				
06/25/14	Reimb. PD Training Expenses	101-4010-4011-8210-000		693.76
Ck. 07/16/14 184150	Total			693.76

Hon, R.

Inv. 20383				
06/24/14	Refund Permit Encroachment Fee	101-0000-0000-5220-002		70.00
Ck. 07/16/14 184151	Total			70.00

HPC Computers Inc.

Inv. 23167				
07/01/14	Repair Fax Machine Svcs	101-7010-7101-8530-000		161.19
Ck. 07/16/14 184152	Total			161.19

Lutchison, Brett				
Inv. 7/27/14				
06/30/14	Concert in Park Band 7/27/14	101-8030-8032-8264-000		800.00
Ck. 07/16/14 184153	Total			800.00
ICG, Inc.				
Inv. 201427				
06/30/14	Community Center FeasibilitySt	275-6010-6410-8170-000		3,552.00
Ck. 07/16/14 184154	Total			3,552.00
Jack's Auto Repair				
Inv. 13935				
06/25/14	PD Unit#0807 Oil Change & New	101-4010-4011-8100-000		354.90
Inv. 13937				
06/25/14	PD Unit#0134 Oil Change & Wind	101-4010-4011-8100-000		70.83
Inv. 13938				
06/25/14	PD Unit#0807 Oil Change & Repl	101-4010-4011-8100-000		248.49
Inv. 13940				
06/25/14	PD Unit#0432 Inspect A/C Blowe	101-4010-4011-8100-000		95.00
Inv. 13941				
06/25/14	PD Unit#0431 Complete Transmis	101-4010-4011-8100-000		2,090.00
Ck. 07/16/14 184155	Total			2,859.22
John L. Hunter Associates, In				
Inv. SOPASNP0514				
06/17/14	NPDES & FOG Consulting Svcs 5/	101-6010-2015-8170-000		417.50
Ck. 07/16/14 184156	Total			417.50
lley Blue Book				
Inv. 1302091				
07/01/14	Subscription Renewal	101-8010-8011-8030-000		76.30
Ck. 07/16/14 184157	Total			76.30
Kennedy/Jenks Consultants				
Inv. 83586				
06/18/14	Garfield Reservoir Replacement	500-9000-9252-9252-000		4,376.57
Ck. 07/16/14 184158	Total			4,376.57
Kosmont Companies				
Inv. 0011				
06/13/14	Downtown Revitalization Svcs 5	101-0000-0000-2990-013		4,322.65
Ck. 07/16/14 184159	Total			4,322.65
Koutnik, Steven				
Inv. Apr-Jun 2014				
06/27/14	Reimb. Home Delivery Mileage E	101-8030-8021-8020-000		32.21
Ck. 07/16/14 184160	Total			32.21
L.A. Times				
Inv. 010004495887				
06/10/14	Subscription 8/5-8/12/14	101-8010-8011-8030-000		30.05
Ck. 07/16/14 184161	Total			30.05
L.A.C. Auditor-Controller				
Inv. 2014-2015				
06/27/14	LAFCO FY 2014-2015	101-3010-3041-8060-000		1,062.29
07/16/14 184162	Total			1,062.29

League of CA Cities

Inv. 2914				
06/05/14	FY 2014-2015 Membership	101-3010-3041-8060-000		1,149.75
Ck. 07/16/14 184163	Total			1,149.75

Liebert Cassidy Whitmore

Inv. 179521				
05/12/14	Training Membership-7/1/14-6/3	101-2010-2013-8060-000		2,657.00
Inv. 182072				
06/18/14	Personnel Matters 5/14	101-2010-2013-8160-000		2,558.80
Inv. 182073				
06/18/14	Personnel Matters 5/14	101-2010-2013-8160-000		112.50
Inv. 182074				
06/18/14	Personnel Matters 5/14	101-2010-2013-8160-000		259.00
Inv. 182075				
06/18/14	Personnel Matters 5/14	101-2010-2013-8160-000		636.00
Inv. 182076				
06/18/14	Personnel Matters 5/14	101-2010-2013-8160-000		530.00
Inv. 182077				
06/18/14	Personnel Matters 5/14	101-2010-2013-8160-000		1,537.00
Ck. 07/16/14 184164	Total			8,290.30

Los Angeles Newspaper Group

Inv. 001047737				
05/31/14	Employment Ads 5/14	101-2010-2013-8040-000		350.00
Inv. 5048328				
06/30/14	Daily Job Posting Ads 7/1/14-6	101-2010-2013-8040-000		4,200.00
Ck. 07/16/14 184165	Total			4,550.00

Magic Jump Rentals Inc.

Inv. 77415				
04/16/14	In House Splash Day Rental 7/2	101-8030-8032-8268-000		562.50
Ck. 07/16/14 184166	Total			562.50

Manukian, Avick

Inv. 7/21-25/14				
06/30/14	Reimb. PD Training Expenses	101-4010-4011-8210-000		693.76
Ck. 07/16/14 184167	Total			693.76

Margrave, Diane

Inv. 31661				
06/26/14	Refund Bond Deposit - 1915 III	101-0000-0000-2990-012		36,000.00
Ck. 07/16/14 184168	Total			36,000.00

MedCycle Systems

Inv. 120407				
06/30/14	PD Evidence Rm Medical Waste B	101-4010-4011-8020-000		100.00
Ck. 07/16/14 184169	Total			100.00

Melchiorre, Mark

Inv. June 2014				
07/07/14	Instructor Qigong Class	101-8030-8032-8267-000		40.00
Ck. 07/16/14 184170	Total			40.00

Mergent Inc.

Inv. 142955				
05/03/14	Million Dollar Directory 8/2/1	101-8010-8011-8080-000		958.10
Ck. 07/16/14 184171	Total			958.10

Miller, Arthur

Inv. 6/25-27/14				
07/02/14	Reimb. Strategic Plan Workshop	101-4010-4011-8090-000		312.17
Ck. 07/16/14 184172	Total			312.17

Minagar & Associates, Inc.

Inv. 663				
06/27/14	Traffic Study Svcs @ 1515 Garf	101-7010-7101-8170-000		2,430.00
Ck. 07/16/14 184173	Total			2,430.00

Newsbank, Inc.

Inv. RN723644				
07/01/14	Electronic Ref. 7/2014-6/2015	101-8010-8011-8031-000		6,269.00
Ck. 07/16/14 184174	Total			6,269.00

O Positive

Inv. Comcast Job				
06/18/14	Refund Filming Deposit	101-0000-0000-4892-000		450.00
Ck. 07/16/14 184175	Total			450.00

Office Solutions

Inv. I-00636640				
06/25/14	PD Office Supplies	101-4010-4011-8000-000		104.85
Ck. 07/16/14 184176	Total			104.85

Olympic Staffing Services

Inv. 178801				
06/25/14	Temp Employee w/e 6/22/14	101-3010-3011-8170-000		239.63
06/25/14	Temp Employee w/e 6/22/14	500-3010-3012-8170-000		718.87
Inv. 178915				
07/01/14	Temp Employee w/e 6/29/14	101-3010-3011-8170-000		243.00
07/01/14	Temp Employee w/e 6/29/14	500-3010-3012-8170-000		729.00
Ck. 07/16/14 184177	Total			1,930.50

Omega Polygraph

Inv. 01386				
07/01/14	Polygraph Examinations	101-4010-4011-8170-000		3,300.00
Ck. 07/16/14 184178	Total			3,300.00

One Grand Products Inc

Inv. 19791				
07/01/14	FD Dept. Supplies	101-5010-5011-8100-000		390.85
Ck. 07/16/14 184179	Total			390.85

Pacific Hydrotech Corp.

Inv. #17				
05/31/14	Wilson Reservoir Replacement 5	500-9000-9265-9265-000		318,109.70
Ck. 07/16/14 184180	Total			318,109.70

Pasadena Humane Society

Inv. July 2014				
07/03/14	PD Animal Control Svcs 7/14	101-4010-4011-8180-000		9,306.05
Ck. 07/16/14 184181	Total			9,306.05

Personal Court Reporters Inc.

Inv. 35624				
06/19/14	Transcribing Svcs SP CC Mtg 6/	101-7010-7101-8170-000		479.50
Inv. 35979				
06/26/14	Transcribing Svcs SP PC Mtg 6	101-7010-7101-8170-000		641.00

Ck. 07/16/14 184182	Total		1,120.
Post Alarm Systems			
Inv. 698385			
06/05/14	Monitoring Fire Alarm 7/2014-6	101-8030-8021-8120-000	298.68
06/05/14	Monitoring Fire Alarm 7/2014-6	101-8010-8011-8120-000	511.80
Inv. 698517			
06/05/14	Monitoring Camp Med 7/14	101-8030-8032-8180-000	42.95
Ck. 07/16/14 184183	Total		853.43
S & S Worldwide, Inc.			
Inv. 8043518			
03/19/14	Camp Med Supplies	101-8030-8032-8180-000	24.29
Inv. 8043762			
03/19/14	Camp Med Supplies	101-8030-8032-8180-000	87.19
Inv. 8044788			
03/20/14	Camp Med Supplies	101-8030-8032-8180-000	18.53
Inv. 8071360			
04/10/14	Camp Med Supplies	101-8030-8032-8180-000	439.41
Inv. 8073658			
04/14/14	Camp Med Supplies	101-8030-8032-8180-000	187.47
Inv. 8152203			
06/09/14	Camp Med Supplies	101-8030-8032-8180-000	1,470.09
Ck. 07/16/14 184184	Total		2,226.98
S.G.V City Manager's Assn.			
Inv. 2014-2015			
07/01/14	FY 14-15 Membership-Sergio Gon	101-2010-2011-8060-000	55.00
Ck. 07/16/14 184185	Total		55
S.P.Chamber of Commerce			
Inv. 4839			
06/25/14	BIT 1st Qrt Allocation FY 14-1	220-2010-2301-8185-000	48,200.00
Ck. 07/16/14 184186	Total		48,200.00
S.P.Review			
Inv. 1786			
01/30/14	Water Rate Ads	500-3010-3012-8020-000	1,008.00
Inv. 2340			
06/18/14	Public Notice-Aging Healthy Fa	101-8030-8021-8040-000	188.00
Inv. 2355			
06/19/14	Public Notice-Transit CNG Vehi	205-8030-8025-8040-000	144.00
Inv. 2357			
06/19/14	Public Notice-Light & Landscap	215-6010-6201-8020-000	352.00
Inv. 2358			
06/19/14	Public Notice-Garage Setbacks	101-7010-7101-8040-000	64.00
Ck. 07/16/14 184187	Total		1,756.00
S.P.Unified School District			
Inv. P076			
06/06/14	Adult Flag Football League Cus	101-8030-8032-8180-000	202.65
Ck. 07/16/14 184188	Total		202.65
San Marino Security System			
Inv. 00084182			
07/01/14	Monitoring Youth House Jul-Sep	101-8030-8031-8180-000	294.00
Ck. 07/16/14 184189	Total		294.00

Security Design Systems, Inc.

Inv. 193056				
06/01/14	Maint. Cameras, Access Control	101-4010-4011-8110-000		65.18
Inv. 193058				
06/01/14	Maint. Cameras, Access Control	101-4010-4011-8110-000		145.00
Inv. 193059				
06/01/14	Maint. Cameras, Access Control	101-4010-4011-8110-000		113.00
Inv. 193550				
07/01/14	Lease of Camera Equip. 8/14	101-4010-4011-8110-000		70.54
Inv. 193551				
07/01/14	Maint. Cameras, Access Control	101-4010-4011-8110-000		30.00
Inv. 193552				
07/01/14	Maint. Cameras, Access Control	101-4010-4011-8110-000		145.00
Inv. 193553				
07/01/14	Maint. Cameras, Access Control	101-4010-4011-8110-000		113.00
Ck. 07/16/14 184190	Total			681.72

Sierra Ergonomics Inc.

Inv. 141805902				
06/30/14	Workstation Ergo Audits 6/25/1	101-2010-2013-8170-000		196.00
Ck. 07/16/14 184191	Total			196.00

SirsiDyinx

Inv. INVMT026042				
05/01/14	Software 7/1/14-6/30/15	101-8010-8011-8110-000		24,257.92
Ck. 07/16/14 184192	Total			24,257.92

CA Ass'n. of Government

Inv. FY 2014-2015				
05/15/14	FY 14-15 Membership-Sergio Gon	101-3010-3041-8060-000		2,739.00
Ck. 07/16/14 184193	Total			2,739.00

South Pasadena Beautiful

Inv. 2014-2015				
07/02/14	FY 14-15 Membership-Debby Figo	500-3010-3012-8232-000		50.00
Ck. 07/16/14 184194	Total			50.00

St. George's Medical Clinic

Inv. 92508				
12/06/13	Medical Exam-Nancy Reyes	101-2010-2013-8170-000		35.00
Inv. 94979				
06/09/14	Medical Exam-Marcos Barba	101-2010-2013-8170-000		35.00
Inv. 94980				
06/09/14	Medical Exam-Eric Quang	101-2010-2013-8170-000		35.00
Ck. 07/16/14 184195	Total			105.00

Staples Business Advantage

Inv. 3230756807				
05/07/14	Library Office Supplies	101-8010-8011-8000-000		532.37
Inv. 3232346700				
05/30/14	Library Office Supplies	101-8010-8011-8000-000		46.79
Inv. 3234126900				
06/14/14	Recreation Office Supplies	101-8030-8032-8180-000		39.62
Inv. 3234271412				
06/18/14	Sr. Center Office Supplies	101-8030-8021-8000-000		110.30
Inv. 3234408999				
06/20/14	Library Office Supplies	101-8010-8011-8000-000		529.25
Inv. 3234409001				
06/20/14	Recreation Office Supplies	101-8030-8032-8180-000		86.57
Inv. 3234796441				
06/25/14	Library Office Supplies	101-8010-8011-8000-000		10.45

Inv. 3234796442				
06/25/14	Library Office Supplies	101-8010-8011-8000-000		113.35
Inv. 3234861550				
06/26/14	FD Office Supplies	101-5010-5011-8000-000		238.50
Inv. 3234861551				
06/26/14	Recreation Office Supplies	101-8030-8032-8180-000		51.84
Inv. 3234926895				
06/27/14	Recreation Office Supplies	101-8030-8032-8180-000		94.40
Ck. 07/16/14 184196	Total			1,853.44
State Controllers Office				
Inv. 40101				
06/25/14	Annual Street Report FY 12-13	230-6010-6116-8170-000		1,792.16
Ck. 07/16/14 184197	Total			1,792.16
State of CA-Dept. Industrial R				
Inv. E1191622SB				
06/13/14	Elevator Conveyance Inspection	101-8010-8011-8120-000		225.00
Ck. 07/16/14 184198	Total			225.00
Studio Spectrum				
Inv. 17879				
06/30/14	AV Services 6/14	101-1020-1021-8170-000		3,350.00
Ck. 07/16/14 184199	Total			3,350.00
Szenczi, Chris				
Inv. Spr 2014				
06/17/14	Reimb. Fire Command 2 C Traini	101-5010-5011-8200-000		250.00
Ck. 07/16/14 184200	Total			250.
The New York Times				
Inv. 894600386				
06/22/14	Subscription 6/23/14-6/22/15	101-8010-8011-8030-000		957.89
Ck. 07/16/14 184201	Total			957.89
Tom's Clothing & Uniforms Inc				
Inv. 82611				
06/19/14	PD Pinset - Stars	101-4010-4011-8134-000		17.44
Ck. 07/16/14 184202	Total			17.44
Tool of North America				
Inv. MWD Job				
06/16/14	Refund Filming Deposit	101-0000-0000-2910-200		70.00
Ck. 07/16/14 184203	Total			70.00
Transtech Engineers Inc.				
Inv. 14061281				
06/02/14	Digitizing Process Bldg Svcs 5	101-7010-7101-8020-000		2,024.75
Ck. 07/16/14 184204	Total			2,024.75
Unique Mgmt Svcs Inc.				
Inv. 258031				
06/26/14	Recovering Agency Svcs 6/14	101-8010-8011-8180-000		340.10
Ck. 07/16/14 184205	Total			340.10
United Site Services, Inc.				
Inv. 114-2049750				
05/27/14	Portable Toilet Svc Skate Park	101-8030-8032-8180-000		263.2
Inv. 114-2114877				
06/24/14	Portable Toilet Svc Skate Park	101-8030-8032-8180-000		263.27

Ck. 07/16/14 184206	Total		526.54
Utility Sys. Science & Softwar			
Inv. CSP2000-3			
04/02/14	Swr Flow Meter Sys Svcs 1/1-3/	210-9000-9390-9390-000	2,790.00
Ck. 07/16/14 184207	Total		2,790.00
Veatch Carlson LLP			
Inv. R81909			
07/08/14	Refund Subpoena Deposit	101-0000-0000-2910-002	275.00
Ck. 07/16/14 184208	Total		275.00
Verizon Wireless			
Inv. INV6556818			
06/11/14	FD IPAD's	101-5010-5011-8520-000	2,783.84
Ck. 07/16/14 184209	Total		2,783.84
VR Auto Repair			
Inv. 956896			
06/25/14	PD Unit# 9429 Tires	101-4010-4011-8100-000	100.00
Inv. 956897			
07/02/14	Change PD Tires Unit# 0807	101-4010-4011-8100-000	50.00
Inv. 956898			
07/03/14	Change PD Tires Unit# 0432	101-4010-4011-8100-000	50.00
Inv. 956899			
07/07/14	Change PD Tires Unit# 0908	101-4010-4011-8100-000	25.00
Ck. 07/16/14 184210	Total		225.00
Western Graphix			
Inv. 43663			
06/20/14	FD Dept. ID's	101-5010-5011-8020-000	33.70
Ck. 07/16/14 184211	Total		33.70
Y Tire Sales			
Inv. 052014921			
06/10/14	PD Tires	101-4010-4011-8100-000	1,909.08
Inv. 114674			
06/23/14	PD Tires	101-4010-4011-8100-000	1,832.91
Inv. 114712			
06/28/14	Transit Van#77 Inspection & Pa	205-8030-8025-8100-000	46.47
Inv. 114726			
07/01/14	Transit Van#74 Inspection & Pa	205-8030-8025-8100-000	233.45
Ck. 07/16/14 184212	Total		4,021.91
Zakrzewski, Jason			
Inv. 35026			
06/25/14	Refund Permit	101-0000-0000-4460-000	100.00
Ck. 07/16/14 184213	Total		100.00
Zanteson, Eric			
Inv. Spr 2014			
06/30/14	Reimb. Fire Command 2 C Traini	101-5010-5011-8200-000	250.00
Ck. 07/16/14 184214	Total		250.00
Total			1,523,946.68

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ATTACHMENT 4
Payroll 07-03-14

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 07.03.14

Account Number	Account Name	07.16.14
101-0000-0000-1010-000	General Fund - Payroll cash	506,561.98
	Other Withholding Payables	\$ 229,320.84
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	277,241.14
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	6,908.60
207-0000-0000-1010-000	Prop C - Payroll Cash	6,165.49
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	11,778.55
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C	4,833.32
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	6,034.54
229-0000-0000-1010-000	CRA Housing - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	14,757.04
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	45,730.79
700-0000-0000-2210-000	Internal Revenue Service	58,760.46
700-0000-0000-2230-000	Internal Revenue Service	17,168.40
Total Checks & Direct Deposits		449,378.33
Checks		32,426.81
Direct Deposits		341,322.66
I.R.S Payments		75,628.86
		<hr/>
		449,378.33
To 700		570,343.50
Other PR Payable		229,320.84
ACH Payable		341,022.66
		<hr/>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 07.16.14

<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 6/29/14	ACH	227.0000.0000.1010.000	Payroll PE 06.29.14	\$ 6,034.54
Arecano Inc.	063014-1	183955	227.7200.7210.8170.000	Finance Director Svcs 6/16-29/14	\$ 1,686.30
Law Offices of Jones & Mayer 68043		184095	227.7200.7210.8160.000	Legal Svcs-Suc.Agency 5/14	\$ 499.50
Law Offices of Jones & Mayer 68044		184095	227.7200.7210.8160.000	Legal Svcs-Nansen,Mark & Roberta 5/14	\$ 4,643.50

RSA Report Total

\$ 12,863.84

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 16, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Gary E. Pia, City Treasurer
David Batt, Finance Director 
SUBJECT: **Monthly Investment Reports for May 2014**

Recommendation

It is recommended that the City Council, the Successor Agency to the Community Redevelopment Agency (CRA), and the Public Financing Authority (PFA) receive and file the monthly investment reports for May 2014.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

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

The reports reflect all investments at the above-referenced date and are in conformity with the City’s Investment Policy and the Successor Agency’s Investment Policy as stated in Resolution Nos. 7315 and 2013-08 SA respectively. Copies of these resolutions are available at the City Clerk’s office. The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policies.

Monthly Investment Reports for May 2014
July 16, 2014
Page 2 of 2

Legal Review

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

Public Notification of Agenda Item

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

Attachments:

1. City Investment Reports for May 2014
2. Successor Agency to the Community Redevelopment Agency Investment Reports for May 2014
3. Public Financing Authority Investment Reports for May 2014

ATTACHMENT 1
City Investment Reports for May 2014

Exhibit A

City of South Pasadena

INVESTMENT REPORT
May 31, 2014

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.228%	57.99%	13,597,272.30	13,597,272.30
SUBTOTAL			57.99%	<u>13,597,272.30</u>	<u>13,597,272.30</u>
CITIBANK SMITH BARNEY					
Certificates of Deposit/Securities	See Exhibit B-2	0.200%	42.01%	<u>9,849,538.64</u>	<u>9,855,606.00</u>
SUBTOTAL			42.01%	<u>9,849,538.64</u>	<u>9,855,606.00</u>
TOTAL INVESTMENTS			100.00%	<u>\$23,446,810.94</u>	<u>\$23,452,878.30</u>

BANK ACCOUNTS:

Bank of America Account Balance:	\$2,575,821.24
Smith Barney Uninvested Cash Balance:	\$2,340,562.77
Smith Barney Unsettled Transactions	\$0.00

Required Disclosures:

Average weighted maturity of the portfolio 45 DAYS

Average weighted total yield to maturity of the portfolio 0.216%

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

All investments are in conformity with the City Investment Policy.

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

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
May 31, 2014

	Account / Investment Description	Account / Investment Value	Date of Valuation
2004 Water Revenue Bonds Pooled CSCDA Financing			
Trustee: Union Bank of California			
City of South Pasadena Accounts			
Project Fund -- 6711728914	Local Agency Investment Fund (LAIF)	\$0.00	5/31/2014
Project Fund -- 6711728914	Blackrock Provident Institutional Treasury Funds	<u>\$0.00</u>	5/31/2014
Total South Pasadena Funds Managed by Trustee		<u>\$0.00</u>	
Common (Pooled) Accounts *			
Costs of Issuance Fund -- 6711728905	Blackrock Provident Institutional Treasury Funds	0.00	5/31/2014
Revenue Fund -- 6711728901	Blackrock Provident Institutional Treasury Funds	0.00	5/31/2014
Interest Account Fund -- 6711728902	Blackrock Provident Institutional Treasury Funds	0.01	5/31/2014
Principal Account Fund -- 6711728903	Blackrock Provident Institutional Treasury Funds	0.00	5/31/2014
Installment Fund -- 6711728912	Blackrock Provident Institutional Treasury Funds	0.46	5/31/2014
Reserve Fund -- 6711728913	Blackrock Provident Institutional Treasury Funds	1.00	5/31/2014
Sinking Fund -- 6711728904	n/a	<u>0.00</u>	5/31/2014
Total Common Accounts Funds		<u>\$1.47</u>	
Grand Total Accounts on Monthly Statement		<u><u>\$1.47</u></u>	
* Common accounts are shared on a pro-rata basis by the five agencies that engaged the pooled bonding. These amounts are not available to the City of South Pasadena for project spending. Union Bank reports this information as an integral component of the City's monthly account statement.			
Escrow Fund -- 6712024900 - Information Only		<u>0.00</u>	5/31/2014

Exhibit B-2

**Funds and Investments
Held by Contracted (Third) Parties
May 31, 2014**

Citibank Smith Barney Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
1 Gov't Securities	U.S. Treasury	912796BX6	5/19/2014	7,300,000.00		7,299,538.64	0.000%	0.025%	7,299,489.00	0.025%	8/21/2014	82	0.00
2 CD	Bank of China - NY	06426NFZ0	9/19/2012	250,000.00		250,000.00	0.650%	0.650%	250,372.50	0.640%	9/19/2014	111	372.50
3 CD	Merrick Bank - UT	59012YW94	9/19/2012	250,000.00		250,000.00	0.550%	0.550%	250,370.00	0.540%	9/19/2014	111	370.00
4 CD	Sallie Mae Bank - UT	795450PF6	9/19/2012	250,000.00		250,000.00	0.850%	0.850%	250,372.50	0.840%	9/19/2014	111	372.50
5 CD	Sovereign Bank - DE	84603M2T2	9/19/2012	250,000.00		250,000.00	0.750%	0.750%	250,372.50	0.740%	9/19/2014	111	372.50
6 CD	BMW Bank - UT	05568PY92	9/21/2012	250,000.00		250,000.00	0.750%	0.750%	250,385.00	0.740%	9/22/2014	114	385.00
7 CD	Franklin Bank - PA	35463PDX5	9/25/2012	250,000.00		250,000.00	0.400%	0.400%	249,960.00	0.400%	9/25/2014	117	(40.00)
8 CD	Ally Bank - UT	02005QS46	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	251,607.50	1.090%	9/21/2015	478	1,607.50
9 CD	Discover Bank - DE	254671GJ3	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	251,640.00	0.595%	9/21/2015	478	1,640.00
10 CD	Goldman Sachs	38143AE68	9/19/2012	250,000.00		250,000.00	1.150%	1.150%	251,412.50	0.714%	9/21/2015	478	1,412.50
11 CD	Appie Bank - NY	037830RK4	9/26/2012	50,000.00		50,000.00	0.550%	0.550%	50,332.00	0.540%	9/28/2015	485	332.00
12 CD	Business Bank - MO	12325EFP2	9/28/2012	250,000.00		250,000.00	0.500%	0.500%	249,292.50	0.730%	9/28/2015	485	(707.50)
Subtotal CDs/Securities				9,850,000.00		9,849,538.64	0.201%	0.219%	9,855,606.00	0.200%		129	6,117.00
Money Market	Liquid Asset Fund			0.00		2,340,419.86	0.010%	0.010%	2,340,419.86	0.010%		1	
Uninvested Cash				0.00		142.91			142.91			1	
Grand Totals				9,850,000.00		12,190,101.41	0.162%	0.177%	12,196,168.77	0.164%		105	6,117.00
Unsettled Transactions													
				Date Acquired									
				0.00		0.00			0.00				0.00
Totals incl. Unsettled Transactions				9,850,000.00		12,190,101.41			12,196,168.77				6,117.00
Adjustments													
Differential due to Valuing Short-Term CDs/Securities at Cost									(49.64)				(49.64)
Adjusted Total									12,196,119.13				6,067.36
Totals per Bank Statement						12,190,101.41			12,196,119.13				6,067.36

Exhibit C

City of South Pasadena
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
JULY	7,275,000	7,880,380	9,903,906	13,890,011	18,506,000	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153
AUGUST	6,525,000	7,068,673	8,050,382	12,821,952	17,256,000	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985
SEPTEMBER	6,136,950	6,275,728	7,075,316	12,830,016	16,766,000	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557
OCTOBER	5,583,702	5,474,520	8,079,227	12,648,943	16,266,000	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158
NOVEMBER	5,297,340	4,901,808	8,179,951	12,813,000	15,646,000	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635
DECEMBER	7,176,087	7,802,755	9,959,808	15,063,000	18,756,000	18,487,198	10,634,416	10,185,282	11,805,140	16,837,192
JANUARY	7,566,893	8,544,600	11,719,732	17,143,000	20,582,573	20,210,860	12,629,088	9,186,793	11,816,031	18,846,359
FEBRUARY	7,893,344	8,020,111	11,800,280	17,684,000	20,284,404	19,519,072	12,619,768	9,184,331	13,818,580	18,845,663
MARCH	7,691,498	8,457,766	12,480,215	16,654,000	19,715,013	18,448,613	12,610,790	9,126,552	13,319,038	13,145,894
APRIL	8,758,847	10,326,041	15,460,860	18,784,000	22,169,776	19,317,280	12,605,200	11,130,863	17,327,604	13,153,853
MAY	10,057,012	11,745,463	17,070,125	20,209,000	23,010,520	16,191,609	12,595,623	11,128,155	19,327,983	23,452,878
JUNE	9,586,797	10,535,314	15,170,118	20,014,000	23,385,906	15,871,761	12,581,680	10,275,475	19,323,510	

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ATTACHMENT 2
Successor Agency to the Community
Redevelopment Agency Investment Reports for
May 2014

Exhibit A

**CITY OF SOUTH PASADENA
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
INVESTMENT REPORT
May 31, 2014**

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	RATE OF INTEREST	PAR VALUE	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:						
LAIF -- SA-CRA	ON DEMAND	0.228%			909,634.57	
SUBTOTAL				100.00%	<u>909,634.57</u>	
TOTAL INVESTMENTS				100.00%	<u>\$909,634.57</u>	
BANK ACCOUNTS:						
Bank of America SA-CRA Account Balance:					\$10,238.76	
Bank of America SA-CRA Housing Loans (Collateralization) Account Balance:					\$27,381.35	

Required Disclosures:

Average Maturity of the portfolio

1 DAY

Average total yield to maturity of the portfolio

0.228%

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

There have been no variances to the Agency Investment Policy

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

Exhibit B

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

**Summary of Investment Activity for the Month
May 31, 2014**

SA-CRA LAIF Account Beginning Balance:	\$909,634.57
Add Deposits	
Subtract Withdrawals	
Ending LAIF Balance:	\$909,634.57

Exhibit C

CITY OF SOUTH PASADENA
 SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
 INVESTMENT REPORT
 May 31, 2014

Funds and Investments
 Held by Contracted (Third) Parties

	Account/Investment Description	Account/Investment Value *	Date of Valuation
2000 Downtown Revitalization Project #1 Tax Allocation Bonds			
Trustee: Union Bank of California			
Debt Service Fund	Blackrock Provident Institutional Treasury Funds	\$3.69	5/31/2014
Interest Account	Blackrock Provident Institutional Treasury Funds	0.00	5/31/2014
Principal/Sinking Account	Blackrock Provident Institutional Treasury Funds	0.00	5/31/2014
Reserve Account	Blackrock Provident Institutional Treasury Funds	<u>199,583.30</u>	5/31/2014
Total Funds Managed by Union Bank of California		\$199,586.99	

* Asset valuations provided by Union Bank through monthly reports.

Exhibit D

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

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
JULY	2,828,887	2,985,323	2,917,877	3,017,198	3,108,000	3,103,080	1,984,558	1,894,269	1,753,205	907,945
AUGUST	2,828,887	2,985,323	2,917,877	3,017,198	3,108,000	3,103,080	1,984,558	1,894,269	1,753,205	907,945
79 SEPTEMBER	2,828,887	2,810,323	2,917,877	2,777,198	2,808,000	3,103,080	1,984,558	1,894,269	1,753,205	907,945
OCTOBER	2,840,801	2,834,110	2,953,905	2,816,650	2,829,419	2,030,097	1,987,121	1,796,085	1,754,833	908,532
NOVEMBER	2,910,801	2,834,110	3,034,905	2,831,650	2,829,419	2,030,097	1,987,121	1,796,085	1,754,833	908,532
DECEMBER	2,910,801	2,834,110	3,177,905	2,991,650	2,959,419	2,205,097	1,987,121	1,796,085	1,754,833	908,532
JANUARY	2,975,191	2,859,997	3,237,463	3,052,641	2,977,435	2,208,580	1,989,403	820	1,756,257	909,118
FEBRUARY	2,975,191	3,157,997	3,237,463	3,052,641	2,977,435	2,208,580	2,139,403	820	1,756,257	909,118
MARCH	3,055,191	3,167,997	3,334,463	3,052,641	2,977,435	2,208,580	1,939,403	2,000,820	906,257	909,118
APRIL	2,859,677	2,984,072	2,802,720	3,084,227	3,141,429	2,211,614	1,941,969	2,001,427	907,394	909,635
MAY	2,934,677	3,035,072	2,977,720	3,084,227	3,141,429	1,981,614	1,941,969	2,001,427	907,394	909,635
JUNE	2,934,677	2,840,072	2,977,720	3,084,227	3,091,429	1,981,614	1,891,969	2,001,427	907,394	

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ATTACHMENT 3
Public Financing Authority Investment Reports for
May 2014

Exhibit A

South Pasadena
Public Financing Authority
INVESTMENT REPORT
May 31, 2014

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
WELLS FARGO - RELIANCE TRUST - TVI					
Cash Equivalents	See Exhibit B	0.102%	63.46%	16,990,261.46	16,990,261.46
Certificates of Deposit / Govt. Securities	See Exhibit B	0.491%	36.54%	9,780,974.00	9,780,974.00
SUBTOTAL			100.00%	26,771,235.46	26,771,235.46
TOTAL INVESTMENTS			100.00%	\$26,771,235.46	\$26,771,235.46
OTHER ACCOUNTS:					
Wells Fargo 2009 Bonds Revenue Fund				\$3.33	
Wells Fargo 2009 Bonds Interest Fund				\$0.28	
Wells Fargo 2013 Bonds Revenue Fund				\$0.39	
Wells Fargo 2013 Bonds Interest Fund				\$0.03	
Wells Fargo 2013 Bonds Cost of Issuance Fund				\$18,616.01	

Required Disclosures:

Average weighted maturity of the portfolio 139 DAYS

Average weighted total yield to maturity of the portfolio 0.244%

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

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

Exhibit B

**Funds and Investments
Held by Contracted (Third) Parties
May 31, 2014**

2009 PFA Water Revenue Bonds

Wells Fargo - Reliance Trust - TVI Investments

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
Reserve Fund									
1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		0.00	0.010%	0.00	0.010%		1	
3	Government Advantage Money Market		514,046.20	0.010%	514,046.20	0.010%		1	
4	FDIC Insured Money Market Accts.		0.00	0.600%	0.00	0.600%		1	
Subtotal Cash & Cash Equivalents			514,046.20		514,046.20				
1	CDARS - CD	Centerstate Bank - FL	6/11/2009	84,000.00	2.700%	84,000.00	2.700%	6/5/2014	5
2	CDARS - CD	First State Bank - ND	6/11/2009	6,000.00	2.700%	6,000.00	2.700%	6/5/2014	5
3	CDARS - CD	Banner Co. Bank - NE	6/11/2009	84,000.00	2.700%	84,000.00	2.700%	6/5/2014	5
4	CDARS - CD	Welch State Bank - OK	6/11/2009	84,000.00	2.700%	84,000.00	2.700%	6/5/2014	5
5	CDARS - CD	Truxton Trust	6/11/2009	67,000.00	2.700%	67,000.00	2.700%	6/5/2014	5
6	CDARS - CD	Salem Co-op Bank - NH	6/18/2009	82,000.00	2.700%	82,000.00	2.700%	6/12/2014	12
7	CDARS - CD	Kanza Bank - KS	6/18/2009	84,000.00	2.700%	84,000.00	2.700%	6/12/2014	12
8	CDARS - CD	Blue Ridge Bank - VA	6/18/2009	84,000.00	2.700%	84,000.00	2.700%	6/12/2014	12
9	CDARS - CD	Eagle Bank - MD	6/25/2009	82,000.00	2.750%	82,000.00	2.750%	6/19/2014	19
10	CDARS - CD	Lusk State Bank - WY	6/25/2009	82,000.00	2.750%	82,000.00	2.750%	6/19/2014	19
11	CDARS - CD	First Comm. Bank - VA	6/25/2009	36,000.00	2.750%	36,000.00	2.750%	6/19/2014	19
12	CDARS - CD	Provident Bank - NY	7/2/2009	50,000.00	2.750%	50,000.00	2.750%	6/26/2014	26
13	CDARS - CD	Pender State Bank - NE	7/9/2009	48,000.00	2.750%	48,000.00	2.750%	7/3/2014	33
14	CDARS - CD	Town Bank - WI	7/9/2009	32,000.00	2.750%	32,000.00	2.750%	7/3/2014	33
15	CDARS - CD	Savings Bank - CT	7/16/2009	80,000.00	2.750%	80,000.00	2.750%	7/10/2014	40
16	CDARS - CD	First National Bank - TX	7/16/2009	86,000.00	2.750%	86,000.00	2.750%	7/10/2014	40
17	CDARS - CD	Platte Valley Bank - WY	7/16/2009	4,000.00	2.750%	4,000.00	2.750%	7/10/2014	40
18	CDARS - CD	Gateway Bank - FL	7/16/2009	80,000.00	2.750%	80,000.00	2.750%	7/10/2014	40
19	CDARS - CD	Key Bank Natl. Assn. -OH	3/13/2013	225,000.00	0.450%	225,000.00	0.450%	3/13/2015	286
20	CDARS - CD	Medallion Bank - UT	3/15/2013	248,000.00	5.500%	248,000.00	0.550%	3/15/2016	654
21	CDARS - CD	American State Bank -IA	3/28/2013	248,000.00	0.700%	248,000.00	0.700%	3/28/2017	1,032
22	CDARS - CD	Oriental Bank	5/29/2014	248,000.00	1.000%	248,000.00	1.000%	5/30/2017	1,095
23	CDARS - CD	CIT Bank - UT	3/13/2013	248,000.00	1.100%	248,000.00	1.100%	3/13/2018	1,382
24	CDARS - CD	First Bank - PR	3/15/2013	248,000.00	1.050%	248,000.00	1.050%	3/15/2018	1,384
25	CD - Callable	JP Morgan Chase - OH	3/15/2013	248,000.00	0.750%	248,000.00	0.750%	3/15/2018	1,384
26	CDARS - CD	Bar Harbor Bank - ME	5/30/2014	170,000.00	1.600%	170,000.00	1.600%	3/29/2019	1,763
Subtotal CDs			3,038,000.00	1.983%	3,038,000.00	1.579%		693	0.00
Total Reserve Fund			3,552,046.20	1.696%	3,552,046.20	1.351%		593	0.00

Project Fund

1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		843,651.66	0.010%	843,651.66	0.010%		1	
3	Government Advantage Money Market		10,593,799.16	0.010%	10,593,799.16	0.010%		1	
4	USA Mutuals Partners Insured		5,038,764.44	0.320%	5,038,764.44	0.320%		1	
5	FDIC Insured Money Market Accts.		0.00	0.200%	0.00	0.200%		1	
Subtotal Cash & Cash Equivalents			16,476,215.26		16,476,215.26	0.105%		1	

1	Govt. Securities	Fed. Home Loan Mtg. Co.	12/16/2011	2,011,974.00	0.625%	2,011,974.00	0.625%	12/29/2014	212
2	CDARS - CD	Beal Bank NV	11/14/2013	249,000.00	0.350%	249,000.00	0.350%	8/13/2014	74
3	CDARS - CD	Doral Bank	11/8/2013	249,000.00	0.350%	249,000.00	0.350%	11/7/2014	160
4	CDARS - CD	Bank Baroda NY	11/12/2013	249,000.00	0.350%	249,000.00	0.350%	11/12/2014	165
5	CDARS - CD	Fifth Third Bank Columbus	11/13/2013	249,000.00	0.300%	249,000.00	0.300%	11/13/2014	166
6	CDARS - CD	BBCN Bank CA	11/18/2013	249,000.00	0.300%	249,000.00	0.300%	11/18/2014	171
7	CDARS - CD	Compass Bank AL	11/13/2013	249,000.00	0.550%	249,000.00	0.550%	5/13/2015	347
8	CDARS - CD	TCF Natl Bank Sioux Falls S	11/13/2013	249,000.00	0.400%	249,000.00	0.400%	5/13/2015	347
9	CDARS - CD	Sterling Savings Bank	12/18/2013	249,000.00	0.400%	249,000.00	0.400%	6/18/2015	383
10	CDARS - CD	First State Bank	12/23/2013	249,000.00	0.400%	249,000.00	0.400%	6/23/2015	388
11	CDARS - CD	Conestoga Bank	12/27/2013	249,000.00	0.350%	249,000.00	0.350%	6/26/2015	391
12	CDARS - CD	Pacific City Bank	12/26/2013	249,000.00	0.350%	249,000.00	0.350%	6/26/2015	391
13	CDARS - CD	Private Bank & Trust	10/4/2013	249,000.00	0.650%	249,000.00	0.650%	10/5/2015	492
14	CDARS - CD	First United Bank	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	496

Exhibit B

Funds and Investments
Held by Contracted (Third) Parties
May 31, 2014

2009 PFA Water Revenue Bonds

Wells Fargo - Reliance Trust - TVI Investments

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
15 CDARS - CD	North American Banking Co.	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	496	
16 CDARS - CD	Bridgewater Bank	10/10/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	496	
17 CDARS - CD	Luana Savings Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	496	
18 CDARS - CD	Lyons National Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/13/2015	500	
19 CDARS - CD	Pilot Bank	10/17/2013	249,000.00	0.500%	249,000.00	0.500%	10/16/2015	503	
20 CDARS - CD	Enerbank	10/17/2013	249,000.00	0.550%	249,000.00	0.550%	10/19/2015	506	
Subtotal CDs & Securities			6,742,974.00	0.306%	6,742,974.00	0.306%		239	0.00
Total Project Fund			23,219,189.26	0.089%	23,219,189.26	0.163%		70	0.00
Grand Totals			26,771,235.46	0.302%	26,771,235.46	0.321%		139	

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 16, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Yvette Hall, Chief Deputy City Clerk *YH*
SUBJECT: **Approval of South Pasadena Tournament of Roses Committee's
Slate of Officers and Committee Chairs, 2013-2014 Income and
Expense Statement, and 2014-2015 Budget**

Recommendation

It is recommended that the City Council review and approve the annual South Pasadena Tournament of Roses (SPTOR) Committee's Slate of Officers and Committee Chairs, 2013-2014 Income and Expense Statement, and 2014-2015 Budget.

Fiscal Impact

The SPTOR Committee is a committee of the City of South Pasadena (City) but operates independently and funds the majority of its operations. Funds received from the Business Improvement Tax Funds in the amount of \$12,000 are pass-through funds and provided to the Chamber of Commerce, and \$2,500 is paid directly by the City through its sponsorship of the annual Cruz'n for Roses event.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Every year, the SPTOR Committee presents an official framed photograph of that year's float to the City Council, along with the design for the following year's float. At the same time, the SPTOR Committee presents a report to the City Council that includes a list of officers and committee chairs, financial report from the current year, budget for the upcoming year's float, and bylaws.

Analysis

This report is presented annually by the SPTOR Committee.

Legal Review

The City Attorney has not reviewed this item.

South Pasadena Tournament of Roses Committee Report
July 16, 2014
Page 2 of 2

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: South Pasadena Tournament of Roses Committee Report to the City Council



South Pasadena Tournament of Roses Committee

P.O. Box 3662, South Pasadena, California 91031

Paul D. Abbey
President

PAST PRESIDENTS

1935	G. D. Baker
1936	VanSickle Ford
1937	J. C. Jacobs
1946	Frank Bough
1947	A. J. Norton
1948	R. J. Norton
1951	S. Paul Ward
1952	Mrs. Geo. Hammond
1953	C. R. Matter
1954	Gariand Mathews
1955	E. H. Colliau
1956	Dwight Reay
1957	Harold Deavel
1958	Warren Billings
1959	E. Curitis Dean
1960	Robert Biles
1	Charles Craig
1962	Clifford Cox
1963	Robert Fosselman
1964	William Pinckney
1965	Mel Jontz
1966	Dick Artunian
1967	Tommy Matsuura
1968	William Still
1969	Frank Wimmer
1970	Jack Williams
1971	Charlotte B. Carden
1972	Michael Salyards
1973	Lloyd Simpson
1974	Jacqueline Coulette
1975	Ralph Saunders
1976-79	Robert E. Veir
1980	Chris Holabird
1981	Eric W. Rex
1982	Stan Froyd
1983-88	Robert Clanton
1989-90	Edward M. Pozzo
1991-93	Robert Clanton
1994-96	Marge Hartsfield
1997-98	Irene Allen
1999	Mark Duxbury
20	Dave Andrews
20	Alan Vlacich
2004-05	John Vandercook
2006-07	Michael C. McFatrige
2008-09	Ted R. Shaw
2010-11	James L. Jontz
2012-13	William J. Cullinane

July 16, 2013

Honorable Mayor and Members of Council.

Actions necessary:

- Confirmation of slate of officers, committee chairs and members at large
- Review of the 2013—2014 Income and Expense Statement
- Review of the estimated 2014-2015 Income and Expense Budget

Thank you for your partnership and encouragement in continuing to promote the City of South Pasadena through our involvement in the annual Tournament of Roses Parade.

Sincerely,

Paul D. Abbey
Chairman



MISSION STATEMENT

The mission of The South Pasadena Tournament of Roses Committee is to create positive exposure for our city through participation in the Pasadena Tournament of Roses Parade, which will elevate our community and our organization by using principles based on volunteerism for the successful completion of our annual floral entry.

2014-15 SPTOR Officers and Committee Chairpersons

Chairperson	Paul Abbey
Vice Chairperson.....	Chris Colburn
Treasurer	Sandy Fielding
Secretary	Megan Fielding
Construction Chairperson	Bob Abbey
Construction Assistant	Robert Nichols
Decoration Chairperson	Janet Madrigal
Design Chairperson	James Jontz
Event and Site Chairperson	James Jontz *
Spring Fling Chairperson	John Vandercook *
Classic Car Chairperson	Ted Shaw *
Raffle Chairperson	Alan Vlacich *
Golf Chairperson	Alan Vlacich* & John Vandercook *
Parade and Game Tickets	Ted Shaw *
Crunch Time Chairperson.....	Jennie Joe
Auction Chairperson	
Souvenir Chairperson	Sandy Fielding
Volunteer Food Chairperson.....	
Publicity Chairperson	Bill Glazier
Volunteer Chairperson	
Nominating Chairperson	Alan Vlacich *
Web Site Chairperson	Bill Cullinane *
Past Chairman	Bill Cullinane *
Member at Large	Bill Hodson
Member at Large	Joan Shaw
Member at Large	Wendy Snow
Member at Large	MJ Craig
Staff Liaison	Jeanie Chiu
Council Liaison	Dr. Richard Schneider
Web Master	Sara Cullinane

* Past Chairperson

South Pasadena Tournament of Roses Committee

2013- 2014 Ending Statement

Checking \$1,973.65

INCOME

Souvenirs	\$5,388.00
Crunch Party	33,645.00
Golf Tournament	8,419.00
Tickets - Ultimate Raffle	17,533.00
Classic Car Show	8,663.00
Spring Fling	3,453.00
Business Improvement Tax Funds	12,000.00
Fund Raisers	3,070.00
Floral	799.00
Donations	17,519.00
Parade & Game Tickets - Sales	<u>4,280.00</u>

Total Income **\$116,742.65**

EXPENSE

Event Site	\$ 20,552.72
Administration	8,391.66
Construction	26,983.57
Decoration	24,930.25
Souvenir	3,480.22
Design	0
Volunteer	<u>130.00</u>

Total Expense **\$ 84,468.42**

Income \$116,742.65

Expense \$ 84,468.42

Ending Balance 2013-2014 **\$32,274.23**

South Pasadena Tournament of Roses Committee

2014- 2015 Budget

Balance Forward 2013 - 2014 \$ 32,274.00

Checking \$1,973.65
Move to Savings (\$32,274.00)

INCOME

Souvenirs \$3,142.00
Crunch Party 28,984.00
Golf Tournament 8,765.00
Tickets - Ultimate Raffle 19,450.00
Classic Car Show 12,350.00
Spring Fling 5,099.00
Business Improvement Tax Funds 12,000.00
Donations 5,600.00
Parade & Game Tickets - Sales 3,000.00
Total Income \$100,363.65

EXPENSE

Event Site \$ 25,000.00
Administration 8,300.00
Construction 28,500.00
Decoration 31,500.00
Design 0
Volunteer 250.00
Total Expense \$ 93,550.00

Income \$100,363.65
Expense \$ 93,550.00

Projected Ending Balance 2014-2015

\$6,813.65

**BY-LAWS OF THE SOUTH PASADENA
TOURNAMENT OF ROSES COMMITTEE**

Adopted:

Amended:

ARTICLE I – NAME

This organization shall be called the “Tournament of Roses Committee” existing as a committee of the City Council of the City of South Pasadena.

ARTICLE II – OFFICERS

- Section 1. Officers of the Committee shall be the Chairperson, Vice Chairperson, Secretary and Treasurer. The officers shall be chosen at the annual meeting of each year.
- Section 2. The Chairperson shall conduct meetings, appoint sub-committees, perform all the duties of the presiding officer. In the absence of the Chairperson, the Vice Chairperson shall preside.
- Section 3. The Secretary for the Committee shall handle the correspondence, minutes, and perform such other duties as delegated by the Chairperson or by action of the Committee.
- Section 4. The Chairperson shall serve no more than two consecutive one-year terms. The Vice Chairperson shall serve no more than two consecutive one-year terms. After five years, these members could be elected to serve two more consecutive one-year terms.
- Section 5. There shall be maintained a permanent City Council Liaison, which shall be appointed to the Committee by the Mayor. The Council Liaison shall be responsible for communicating City Council matters to the Committee and matters of the Committee to the Council.
- Section 6. The City Manager shall serve as an “ex-officio” member of the Committee. The City Manager may designate other key staff to the committee.

- Section 7. The Chairperson at least one month prior to the annual meeting will select a nominating committee, not including existing officers. The nominating committee will consist of five at large members approved by the Committee Officers. The nominating committee will present a slate of officers at the annual meeting. Additional nominations may be made from the floor prior to the vote.
- Section 8. Officers of the Board are permitted two unexcused absences in a year or his/her seat will be considered vacant. An unexcused absence is one for any reason other than illness or other personal necessity. Officers should notify the Council Liaison or the Chairperson if they will be unable to attend a meeting.
- Section 9. Committee members are volunteers and can continue serving on the Committee without limit to term. Members are encouraged to be residents of South Pasadena however, volunteers from other communities will be accepted. Non-resident committee members shall not be eligible to serve as Chairperson, Vice Chairperson, Treasurer, or Secretary of the Committee.

ARTICLE III – COMMITTEE MEMBERS

At the first annual meeting, the Chairperson shall list the various committees and solicit volunteers.

ARTICLE IV – COMMITTEE MEETINGS AND AGENDAS

- Section 1. The annual meeting shall be held in February. Meetings should be held in the City Council Chambers unless there is a conflict.
- Section 2. The Chairperson shall discuss the meeting and event calendar with the Committee at the annual meeting. The day and time of the subsequent meetings shall be determined by the Chairperson, in consultation with the Committee.
- Section 3. Notice of special meetings shall be provided to all members of the Committee, the Council Liaison, City Manager and City Clerk twenty-four hours prior to the meeting.
- Section 4. The Council Liaison, City Manager and City Clerk shall be provided copies of the meeting agendas one week prior to the regular scheduled meetings.
- Section 5. The order of business of the regular meeting shall be determined by the Chairperson.

Section 6. The Secretary of the Committee shall be responsible for minutes of the meetings. Copies of the minutes shall be provided to the Council Liaison, City Manager and City Clerk. Minutes of the meetings shall be received and approved by the Committee.

ARTICLE V – COMMITTEE OPERATIONS

Section 1. A quorum of a simple majority of the officers and all Committee positions is required to conduct the business of the Committee.

Section 2. The current edition of Robert's Rules of Order Newly Revised shall be the authority on all questions of parliamentary law unless in conflict with these bylaws or the laws of the State of California.

Section 3. The Officers of the Committee or individual Committee members may not individually obligate the City of South Pasadena to pay for any service or product.

Section 4. The Committee shall submit an annual budget to the City Council in June of each year. The Treasurer of the Committee shall be responsible for submitting the annual budget as directed by the Committee.

Section 5. The City will establish a special fund for all revenues generated by the South Pasadena Tournament of Roses events. Accounting for this fund will be provided on a monthly basis. The Treasurer of the Committee shall work with the City of South Pasadena Finance Director in accounting for the Committee funds.

Section 6. The Officers of the committee and Committee members shall serve without compensation.

Section 7. Committee members shall execute volunteer applications with the city. The Secretary of the Committee shall be responsible for distribution and collection of these forms at the annual meeting.

ARTICLE VI – POLICIES

Section 1. The Committee may establish written policies with concurrence of the City Council.

ARTICLE VII – AMENDMENTS

These by-laws may be amended at any regular meeting of the Committee where a quorum is present, including the Council Liaison and City Manager or his/her staff designee, provided that the amendment has been submitted in writing at least thirty days prior to the date of such meeting, or at the previous regular meeting.

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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. Pfa, City Treasurer*

COUNCIL AGENDA: July 16, 2014
 TO: Honorable Mayor and City Council
 VIA: Sergio Gonzalez, City Manager *SG*
 FROM: Paul Toor, P.E., Public Works Director *PT*
 Shin Furukawa, P.E., Deputy Public Works Director *SF*
 Gabriel B. Nevarez, Public Works Project Manager *GBN*
 SUBJECT: **Acceptance of Project Completion and Authorization to File a Notice of Completion for Hanscom Drive Street Improvement Project Phase II, and Authorization to Release Retention Payment in the Amount of \$54,383 to Gentry Brothers, Inc.**

Recommendation

It is recommended that the City Council:

1. Accept the project improvements as complete and authorize the issuance of a Notice of Completion for the project; and
2. Authorize payment of the retention to Gentry Brothers, Inc. in the amount of \$54,383.

Fiscal Impact

There are sufficient funds available in the Hanscom Drive Street Improvement Project account 101-9000-9386 for the construction of this project. The table below provides a summary of the project costs for construction activities:

Project Cost Summary		
	<i>Awarded</i>	<i>Actual</i>
Construction Contract (Gentry Brothers, Inc.)	\$1,041,600	\$1,087,650
Change orders		
10% Contingency	\$104,160	
Total Construction Cost	\$1,145,760	\$1,087,650

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The project involved roadway widening, pavement rehabilitation, drainage and storm drain improvements, and sewer improvements. More specifically, the improvements consisted of constructing retaining walls at various locations on both high and low sides along the roadway, cold milling of existing pavement, constructing curb and gutter where there was no retaining walls, constructing a gutter pan along the retaining walls on the low side and a concrete swales along the retaining walls on the high side, installing Petromat, 1.5" asphalt overlay, replacement of damaged portions of existing vitrified clay pipe (VCP) sewer with poly vinyl chloride (PVC), reconnection of the sewer laterals, and construction of a storm drain system.

Analysis

The original contract amount was \$1,041,600 and the final contract amount is \$1,087,650, an increase of 4.4 %. The increase to the contract amount is mainly due to adjustment of quantities in the field and additional drainage improvements. The project was inspected and managed by GK and Associates. The project was completed well within the projected schedule.

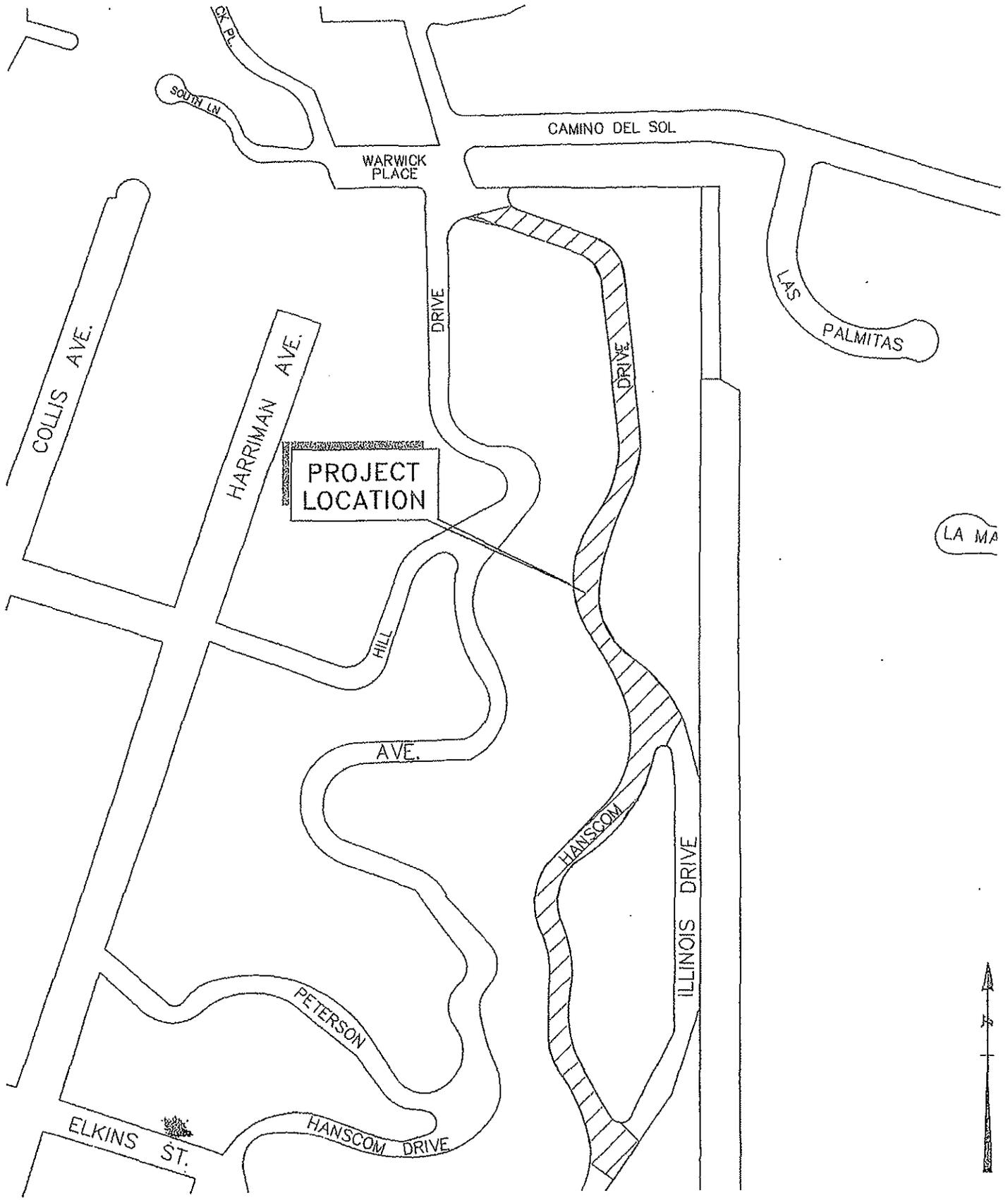
Legal Review

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

Public Notification of Agenda Item

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

Attachment: Project Location Map



VICINITY MAP
NOT TO SCALE
99

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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 16, 2014
 TO: Honorable Mayor and City Council
 VIA: Sergio Gonzalez, City Manager *SG*
 FROM: Paul Toor, P.E., Public Works Director *PT*
 Gabriel B. Nevarez, Public Works Operations Manager *GBN*
 SUBJECT: **Award of a Landscape Maintenance Services Contract to TruGreen LandCare**

Recommendation

It is recommended that the City Council:

1. Award a contract to TruGreen LandCare, Rosemead CA, for Landscape Maintenance Services for \$218,100 per year;
2. Reject all other bids received; and
3. Authorize the City Manager to execute the attached Landscape Maintenance Services Agreement.

Fiscal Impact

There are sufficient funds budgeted in the following Account:

Account	Fund	Balance Available
101-6410-8180	Park Maintenance	\$148,000
215-6416-8180	Median Strips	\$ 60,500
500-6711-8020	Water Division	\$ 16,000
		\$224,500

Commission Review and Recommendation

This matter has not been reviewed by a Commission.

Background

In November 2006, the City Council awarded a contract to TruGreen LandCare for professional landscape services for the maintenance of city parks, playing fields, medians, city hall, and other miscellaneous locations. The original contract was awarded in 2006 for a period of three years, with options to extend services for additional two years. Since 2011 TruGreen LandCare has been providing service to the City on a month to month basis.

It is standard industry practice to solicit proposals every five to eight years in order to ensure the City is receiving the best possible prices for the services provided. In October 2013, staff solicited proposals, and on December 12, 2013, two (2) contractors submitted bids, Master Landscape of Westminster, CA and TruGreen LandCare of Rosemead, CA. After reviewing the proposals it was determined that the proposals were reasonable, however did not reflect effective utilization of latest technology in green equipment to lower gas emissions. Per staff recommendation, City Council rejected all bids, directed staff to revise the specifications in order to clearly identify the goals for a clean air initiative and re-advertise the project. On June 10, 2014, two (2) contractors submitted bids:

BIDDER	ANNUAL AMOUNT
TruGreen LandCare, Rosemead, CA	\$218,000
Master Landscape and Maintenance, Inc., Westminster, CA	\$235,500

After reviewing the proposals it was determined that TruGreen LandCare's proposal offers the lowest rate and includes the use of equipment that promotes clean air as required by the specifications in the bid documents. TruGreen LandCare has committed to exclusively use green equipment to mow Garfield Park and will continue to grow with a plan to use one hundred percent emissions free equipment for all landscape maintenance within the City of South Pasadena by January 2016.

Analysis

Sealed bids were solicited from various firms, in addition to the standard advertising in compliance with the City's Purchasing Policy in a newspaper of general circulation in the City, and in various construction publications, including F.W. Dodge, Daily Construction Service, Bid Net, and Contractors Information Network in May 2014.

TruGreen LandCare has provided quality landscape Maintenance services to the City since 2006. Similar services were satisfactorily provided to other agencies, including the City of Rosemead and the City of Covina. Their Contractor's License has been verified to be currently valid and in good standing. Staff recommendation is to award the Professional Landscape Maintenance Services to TruGreen LandCare for a period of three years, with options to extend services for additional two years.

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: Agreement – TruGreen LandCare

CITY OF SOUTH PASADENA
PROFESSIONAL SERVICES AGREEMENT
WITH
TRUGREEN LANDCARE

THIS AGREEMENT ("Agreement") is made and entered into this 16 day of July, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and TruGreen LandCare ("Contractor").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to maintain City landscape areas, as more fully described herein; and

B. WHEREAS, Contractor 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 Contractor 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 CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the "Scope of Services" attached hereto and incorporated into this Agreement as Exhibit "A". In addition, the request for proposal prepared by the City dated May 12, 2014 and the bid proposal submitted by TruGreen LandCare dated June 10, 2014 are hereby included as a part of this agreement by this reference as if fully set forth herein.

1.2. Professional Practices. All professional services to be provided by Contractor 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 Contractors 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, Contractor 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. Contractor 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 Contractor's performance of this Agreement.

1.3 Familiarity with Work. By execution of this Agreement, Contractor 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. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Contractor 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 Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor 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. Contractor 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. Contractor 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 Contractor's performance under this Agreement.

1.6. Non-discrimination. In performing this Agreement, Contractor 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. Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor'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 Contractor shall make available the professional services of Joe Espinoza, 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, Contractor shall be compensated by City for its services as provided below:

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

Professional Fees:

Contractor shall perform the services described in Exhibit "A" Scope of Services for the flat rate of \$ 18,175 per month.

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Contractor 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 \$18,175 per month.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City approves such additional services in writing prior to Contractor 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, Contractor shall submit an invoice to the City. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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. Contractor shall submit invoices to the City at the following address:

Public Works Director
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. Contractor 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. Contractor shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of

Contractor'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 Contractor 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 August 1, 2014 ("Effective Date") and shall remain in effect for three (3) years (July 31, 2017). The contract may be extended for an additional two years under the same terms and conditions at the sole discretion of the City, 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 the Contractor.

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

5.0. INSURANCE

5.1 Contractor 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 Contractor'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 Public Works Director ("City Representative"), or such other person designated in writing by the Public Works Director. For the purposes of this Agreement, Contractor shall be represented by Joe Espinoza or such other person designated in writing by him and accepted by the City Representative. Contractor 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 Contractor 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 Contractor in the performance of this Agreement.

Contractor's Representative shall be its agent in all consultations with City during the term of this Agreement. Contractor'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.

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

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

IF TO CONTRACTOR:

Joe Espinoza
TruGreen LandCare
4134 Temple City Blvd.
Rosemead, CA 91770

IF TO CITY:

Public Works Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

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, Contractor 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. Contractor assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor'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 Contractor, 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 Contractor, 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 Contractor, 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor 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 Contractor's Proposal, which shall be of no force and effect.

6.8. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph. Contractor shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services. Contractor agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.

6.9 Benefits. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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 Contractor's performance or services rendered under this Agreement, Contractor 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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Contractor 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. Contractor 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 Contractor, 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 Contractor 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. Contractor 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. Contractor and its officers, employees, associates and subContractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor and its officers, employees, associates and subContractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subContractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Contractor hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Contractor 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. Contractor 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. Contractor 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. Contractor shall be responsible for its work and results under this Agreement. Contractor, 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 Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor 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. Contractor 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. Contractor 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. Contractor shall notify the City Representative, in writing, of any change in name, ownership or control of Contractor. Change of ownership or control of Contractor may require an amendment to the Agreement.

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

6.33. Use of City's Name. Contractor shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Contractor 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: _____

TruGreen LandCare

By: _____

Federal ID No. _____

APPROVED AS TO FORM:

Richard L. Adams II., City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

XXVIII. SPECIAL PROVISIONS

1.00 INTRODUCTION

These Special Provisions are intended to apply to the scope of work specified in each bid item, as described herein, where each type of landscaping might exist or be placed in the future.

1.01 BID ITEMS

The bid items cover landscape maintenance at the following parks, playing fields, facilities or locations:

I. GARFIELD PARK

This location will be maintained by green equipment only. All motor, belt or otherwise engine equipment will be 100% electrical with the promotion of zero emissions by January 2015.

II. PARKS

Eddie Park
Heritage Park
Library grounds
War Memorial Park
Orange Grove Park
South Pasadena Arroyo Seco Woodland and Wildlife Park
Via del Rey entrance parks (both sides of Via del Rey at Monterey Road)
Via del Rey cul-de-sac park (at Camino Verde)
San Pasqual Park

III. RECREATIONAL FACILITIES

Orange Grove Park and Playing Fields
Arroyo Park and Playing Fields

IV. MEDIAN STRIPS

Goldline Landscaping
Huntington Drive (between Alhambra Rd. and Garfield Ave.)
Fair Oaks Avenue (between Huntington Dr. and Columbia Street)
Monterey Road (between Orange Grove Ave. and Brent Ave.)
Monterey Road (at Pasadena Ave.)
Pasadena Avenue (between York Blvd. bridge and Monterey Rd.)
Camden Parkway (between Oak St. and Court Ave.)
El Cerrito Circle
Stratford Circle
Raymondale and State Street
Fletcher Avenue (between Oak St. and Huntington Dr.)
Orange Grove Parkway (between Oliver St. and Sterling Pl.)
Huntington Drive (between Fair Oaks and west side of Fremont Ave.)
State Street medians and parkways
Fair Oaks (between State St. and Grevelia St.)
Pasadena Avenue (between City Limits and Sycamore Ave.)

V. CITY HALL & PARKING LOTS

Planting adjacent to the City Hall buildings.
City Hall grounds including planting pockets, planters, and pots
City Hall Parking lot(s) adjoining city property on the south side of Hope St.
Sidewalk trees abutting city property on Mission St., Mound Ave. and Hope St.
Upper level of parking structure at Fremont Avenue and Hope Street
Hope and Mound Parking Area

VI. MISCELLANEOUS FACILITIES

Freeway sign on north westerly embankment of Arroyo Drive, south of the Pasadena Freeway.
Arroyo Park Residence
Service Facility
CNG Station
Snake Trail
Horse Trail
Mound and El Centro Parkway
Mission Street
Fremont and Huntington Wells
Water Facilities

Contractor will continue to grow the usage of green equipment with a plan to use 100% emission free equipment within South Pasadena by January 2016.

1.02 SCOPE

- A. Contractor shall perform completely all work and incidentals appurtenant to each paragraph of this section of the specifications. Any mention herein or indication on the drawings of materials, operations, or methods, requires that the contractor provide each item mentioned if indicated, perform each operation described and provide all necessary labor, equipment, materials and incidentals.
- B. The landscape maintenance shall include complete responsibility for proper care of all landscaping; i.e., irrigation systems, shrubs, lawns, groundcovers and planting of whatever nature occurring on said premises and further described herein; and shall include performance of such services as watering, trimming, pruning, edging, mowing lawns, fertilizing, cultivating, insect and rodent control, weed control, resodding and seeding, staking and guying, cleanup of sidewalks and walks, including all items considered related to the performance of landscape maintenance. All chemicals used in the everyday course of landscape maintenance need to be green friendly.

1.03 MATERIALS

A. Commercial Fertilizer:

- 1. Shall be blended for use as specified and may be combined with fungicides, herbicides and insecticides as covered in these specifications. All to be delivered to the job in original sealed packages, with labels attached showing analysis.

2. For playing fields, fertilizer analysis includes Calcium Nitrate, Once, 16-16-16, 32-0-0, 46-0-0, and 15-5-7. Other 3-1-3 ratios are also acceptable. It is to be applied as covered in these specifications. For all other applications, fertilizer analysis shall be 16-6-8, with trace elements added, equivalent to that produced by Best Fertilizer Company, or Osmocote Fertilizer 14-14-14.
3. Iron, Sequestrene, Iron Chelates, pelletized sulfur

B. Equipment:

1. Tools and equipment shall be furnished by Contractor and shall be sufficient in number and design to be capable of effective and efficient discharge of work to be performed. Cutting tools shall be maintained in sharpened condition.
2. Unsatisfactory equipment shall be repaired or replaced. Obsolete, broken equipment of any kind shall be removed from the premises.
3. Tools and equipment shall be maintained in clean condition to avoid spread of weeds.
4. Lawns and playing fields shall be mowed with reel mowers. Mower blades shall be kept sharp and clean. Flail mowers may be used in lieu of reel mowers provided that the rollers are sufficiently close to the flail shaft so as to prevent scalping of small knolls. Emission free equipment will replace gas powered equipment per implementation schedule.
5. City of South Pasadena Municipal Code 19A.12 provides for the use of leaf blowers and other power yard maintenance equipment as relates to hours of operation, noise and dust control. Emission free equipment will replace gas powered equipment per implementation schedule.
6. Where practical all landscape maintenance equipment shall be battery-powered cordless electric type. No outdated, polluting power equipment shall be used when an environmentally-friendly alternative that is non-polluting and /or produces less noise is available. Acceptable models for blowers include the Stihl BR 500 series and for line trimmers the Stihl FS 100 RX series.

- C. Grass seed shall be fresh, clean, new crop seed, pre-mixed by mechanical mixer to proportions specified, with minimum purity and germination as follows:

Name	Proportion by Wt.	Purity	Germination
Bonnie Blue Bluegrass	23-1/3	98%	85%
Fylking Bluegrass	23-1/3	98%	80%
Common Bermuda	23-1/3	95%	85%
Pennfine Rye	30%	98%	90%

Seeding rate: 7 pounds per 1000 square feet.

- D. Fungicides, Herbicides and Insecticides: Shall be recognized brands in general use, approved and complying with all agencies - local, state and federal. All chemicals used in the everyday course of landscape maintenance need to be green friendly.
- E. Irrigation System: Shall have matching precipitation. Water efficient nozzles should be used wherever feasible. Weather Based Irrigation Controllers should be installed at all parks in an effort to water efficiently.
- F. Organic Fertilizer: Shall be Kelloggs Nitromulch and Gro-Power 5-3-1.
- G. Plant Materials: When not provided by the City, shall be best quality, new stock of size and kinds noted on plans or in other written instructions from the City. Priority selection to drought tolerant plants when and wherever appropriate.
- H. Topsoil: Shall be fertile, sandy loam, free from noxious weeds, debris and toxic quantities of mineral salts.
- I. Tree Stakes: From time to time, installation of stakes shall be required for tall and new trees. Upkeep of these stakes, including moving the stakes and/or loosening the ties, also required.
- J. Tie Materials: Tree ties shall be cinch ties or comparable.

1.04 PLANT REPLACEMENT

Existing planting requiring replacement or relocation due to changes in existing premises, vandalism or from causes due to nature of operations, major accidents or Acts of God, will be replaced by City at its expense or handled under separate agreement. New plantings conceived will be handled under separate agreement. Contractor shall have its own nursery in order to maintain the highest quality plant material available or should have access to a reputable nursery in good standing.

1.05 PLANT REPLACEMENT LIABILITY

Where proven neglect on the part of Contractor or his employees have caused damage to planting through improper use of insecticides, herbicides, watering, failure to control rodents, gophers, insects, use of tools and mechanical equipment, conveyances, or through general neglect, Contractor shall repair or replace such damaged planting at his own expense to the satisfaction of City.

1.06 CLEAN UP/TRASH REMOVAL/ENVIRONMENT

- A. In general, Contractor shall see that the premises are kept neat and clean of foreign debris, however deposited, whether by winds, persons entering or passing by premises, or careless persons. Clean up shall consist of removal of all debris, papers, weeds, cut grass, and removal of fallen limbs when needed on a weekly basis. Weeds growing at curb and

sidewalk joints shall be kept removed. Sidewalks and walks shall be swept at least once a week.

- B. Contractor shall clean up after his own work and deposit all debris in containers for removal from the premises. Contractor shall not permit debris to accumulate anywhere on the site. Debris and material generated by Contractor shall be removed from the site by contractor.
- C. All trash cans in City Parks and Playing Fields are to be emptied into City supplied trash bins 3 times per week, on Monday, Wednesday and Friday. Trash cans at Orange Grove Park are emptied 7 days per week. Trash cans at Eddie Park are to be emptied four days per week, on Monday, Wednesday, Friday and Sunday. Trash cans at Garfield Park are to be emptied five days per week.
- D. No trash, including but not limited to bottles, cans, paper, leaves, tree branches, and/or grass shall be swept or blown into the city's storm drains. In accordance with the state of California's municipal separate storm sewer systems (MS4s), nothing but rain down our drains. When using fertilizers and chemicals, Contractor shall be mindful of not allowing spray or runoff of chemicals into our gutters and down our storm drains.

1.07 IRRIGATION SYSTEMS - RESPONSIBILITY, MAINTENANCE, WATERING

After the award of each contract, the Contractor shall inspect and test each irrigation system under his contract and shall promptly inform the City of all deficiencies. The City shall then repair such systems, using either its own forces or that of a contractor (not necessarily the successful bidder), and shall then turn the system over to the Contractor. The Contractor will be responsible for maintaining the system at that level of service from that time forward. The Contractor must have a separate water management division or similar capabilities in order to properly manage a Central Irrigation System.

A. Facilities:

<u>Bid Item</u>	<u>Facility</u>	<u>System</u>
1- Parks	Eddie Park	Quick couplers with automatic sprinklers in the parking strips.
	Garfield Park	Automatic
	Library Park	Automatic
	Legion Park & Lots	Automatic
	Skate Park	Automatic
	Heritage Park	Automatic
	Via del Rey and Camino Verde	Automatic
	Via del Rey and Monterey Road	Automatic
	South Pasadena Arroyo Seco	
	Woodland and Wildlife Park	Automatic

2- Recreational Facilities

Arroyo Park & Fields	Automatic
Orange Grove & Fields	Automatic

3- Median Strips

Huntington Drive	Automatic (1/2 hydraulic system)
Fair Oaks	Automatic
Monterey Road	Automatic
Island @ Marmion Way	Automatic
Meridian	Automatic
Camden Court	Automatic.
Goldline Landscaping	Automatic
Ramona Median	Manual
Raymondale & State	Automatic

<u>Bid Item</u>	<u>Facility</u>	<u>System</u>
	Fletcher Avenue (bet. Oak & Huntington)	Automatic
	Orange Grove Parkway Huntington Dr. (bet. F.O./west side Fremont)	Automatic Hardscape (weed removal)
	State Street @ Fair Oaks Avenue	Hardscape (weed removal)
	Fair Oaks (bet. State & Grevelia)	Hardscape (weed removal)
	Pasadena Ave(City Limits & Sycamore)	Hardscape (weed removal)

4- City Hall & City Parking Lots

Upper level of parking structure (Fremont/Hope)	Automatic
Hope and Mound Parking Area	Automatic

5- Miscellaneous Facilities

Freeway Sign	Automatic
Heritage Gardens	Automatic
Arroyo Park Residence	Automatic
Service Facility	Automatic

B. Methods:

1. Landscape areas are covered by irrigation systems, hose bibbs, etc. All areas and planting pots shall be inspected on a daily basis by the Contractor to ensure proper watering. In addition, Contractor shall test all stations at least weekly to make sure the system is running efficiently and not wasting water. The purposes of the test are to determine:

- (a) the proper operation of the system and
- (b) the need for repair to controllers, valves, risers, sprinkler heads, etc.

A written report on system problems shall be given to the Director of Public Works or his representative by the following day. The sprinkler systems should not be depended upon solely to meet the total watering requirements under all conditions.

2. Valve boxes must be securely replaced when damaged and excessive wet or dry areas eliminated. A comprehensive report must be included with the written report on system problems on the following day.
3. Semi-automatic mechanical valve actuators have been provided at each valve for the Contractor's convenience. The "Watering Schedule" provided by City gives the number of minutes that each valve is to be set for at each time of watering. Contractor shall be responsible for setting timing of valve actuators to comply with said schedule. The Contractor is required to work with City staff to improve irrigation efficiency of the watering schedule.
4. Areas to be watered by hand shall receive adequate water, without flooding or creating bog like conditions, twice a week (Ramona Median, Hope and Mound Parking Area). Whenever using a hose, it must be equipped with a nozzle that has an on/off valve.
5. Watering days shall be scheduled so as not to inconvenience the on-site personnel or operations. City will provide Contractor with use schedule. Watering shall not be permitted to wet parked cars.
6. Contractor shall water adequately as required for specific planting and seasonal changes, taking precautions not to create bog-like conditions.
7. During extremely hot weather and extended holiday periods, and during or following breakdown of systems or water supply, Contractor shall supply at his own expense the personnel required to adequately water all landscaped areas. Dry areas which develop in lawn or groundcover areas shall receive supplemental manual irrigation until such time as the condition is alleviated.
8. Tennis courts, bleacher areas and picnic areas and tables are to be power-washed once per week at Orange Grove, Arroyo, Garfield and Eddie parks. A motorized power washer will be used to wash the picnic table and surrounding area from all food stains and other type of stains. The area will be kept clean and stain free.
9. Contractor shall rake and grade sand play areas at Orange Grove, Arroyo and Eddie parks, including dress up and cleaning of sand and wood chips, as appropriate on a weekly basis. The play areas at Eddie Park have a landing base of shredded wood chips and on occasion need rotation and more shaving added to the site. Sand and wood chips, as appropriate, to be added as needed, but not less than two times per year. Leaf rakes will be used to rake all litter from the play areas.

10. The base terrain of sand play areas is to be roto-tilled once per week to a depth of 6 inches.

B. Maintenance:

Contractor shall be responsible for the complete operation and maintenance of the irrigation systems except as noted herein:

1. Contractor shall repair all broken hose bib risers, regularly inspect for and replace or repair all broken sprinkler risers, fitting, lines and sprinkler heads; remove foreign matter of any kind to insure proper operation of sprinklers; and flush lines when required to remove foreign matter from systems. Contractor shall have no responsibility for underground water main pipe lines, but Contractor shall be responsible for the maintenance of controllers, control valves, irrigation distribution lines, irrigation pressure lines, risers, swing joints and heads. Repair or replacements of controllers, control valves, anti-siphon valve, etc. require prior approval and supervision of City.
2. Contractor shall be responsible to report immediately to City any malfunction of mechanical valve actuators, anti-siphon valves, damages to mains and damages caused by others. During the period malfunctions exist, Contractor shall water manually by whatever means necessary. Dry conditions shall not be permitted to develop. Water mains shall not be turned off without prior authorization from City.
3. Contractor shall verify that pop-up sprinkler heads are in retracted position before mowing or edging lawns. Sprinkler heads damaged by mowers and edgers shall be replaced by Contractor at his expense. Lawns shall not be permitted to suffer due to head damage.
4. Grass shall be neatly trimmed away from sprinkler heads and valve boxes to insure proper operation. A circular cutter may be used for this purpose, but under no circumstances either is the sod to be removed leaving holes larger than head diameter nor is weed killer to be used.
5. Groundcovers are to be kept trimmed away from sprinkler heads by tapering away from head. Under no circumstance shall holes be cut into groundcovers. Head risers shall be extended as necessary to provide un-obstructed throw of water.
6. Materials required for irrigation systems maintenance due to normal wear, extension, or sprinkler risers on lawn or shrub heads, etc., shall, at City's discretion, either be furnished by the City or paid for by City at Contractor's actual cost. The actual cost shall be the wholesale cost as purchased from the J. H. Mitchell Co. of San Gabriel. All damaged, broken or otherwise inoperable or unusable parts so replaced shall be turned over to City's representative in order to be eligible for reimbursement. Invoices for such material replacement shall be submitted by Contractor at the end of each month.
7. Where damage to irrigation systems including valve covers has been caused by Contractor's negligence, repair and replacement materials and labor shall be furnished by contractor at his own expense. All materials shall be of equal or better quality than that

originally installed. Substitutions must be approved by the Park Supervisor/Superintendent. All repairs and replacements shall be made in a careful, workmanlike manner.

1.08 LAWNS

A. General:

1. Contractor shall maintain all lawns in top condition at all times through the practice of regular mowing, seeding, watering, fertilizing, and aerating in accordance with these specifications. Lawn shall have a well-tended appearance.
2. Mowing shall be performed at such frequency as may be required by the season of the year, generally once a week, more frequently (4 or 5 days) in peak growth seasons. Mowing shall not remove more than 50% of vegetative growth. Grass generally shall not exceed four (4) inches in height. Mowing heights of other than Bermuda grass shall generally not be less than 1 1/2 inch, using a mower. Keep blades sharp. Bermuda grass playing fields shall be mowed at 3/4 inch in height using a mower. Clippings shall be caught in a grass catcher, collected and removed from the premises. Grass clippings that are finely cut may be left in place.

Edges shall be trimmed at each mowing, including trimming around walls and fences, trees, shrubs, sprinkler heads, valves, curbs, planting beds, utility poles, sign posts, playground equipment and other items located in lawns. The trimming must be done on the same day as the mowing.

Grass shall not be allowed to invade plant and other areas not intended to be lawn. Care should be taken not to damage sprinkler heads, plantings, walks and buildings with equipment. Curbs, gutters, walks and driveways shall be left in a clean condition after each mowing. Excessive amounts of leaves, papers and other debris shall not be allowed to accumulate on lawns. Mowing shall not be done when soil is too wet; avoid compaction of turf.

3. Weeds of any kind shall not be permitted to become established in lawns. Contractor shall remove, by whatever means necessary, those weeds now in existence and restore lawns as nearly as possible to a weed-free condition.
4. Contractor shall submit to City for approval a weed abatement program stating which products will be used for those weeds now in existence, at what rate they will be applied, and at what schedule during the year. Lawns shall receive at least two applications per year of broad spectrum herbicide for the control of crabgrass and other common lawn weeds. Mow lawns before applying. Additional applications of herbicides shall be made when necessary to complete eradication of specific weed problems not covered by the use of herbicide. Product shall be applied according to manufacturer's directions.
5. The South Pasadena Arroyo Seco Woodland and Wildlife Park weed abatement Program shall consist of two preventative applications which occur in February and September. The application of pre-emergent shall be applied as per the manufacturer specification

for the targeted weeds.

6. Provide work schedule for rainy days and dormant seasons for alternate work. Days of week to be on job site including Holiday schedule.
7. Inclement weather on scheduled days will be made up on next clear day in same week or payment will not be made.
8. Perform the following maintenance services to playing fields at Arroyo and Orange Grove parks: Dethatching, core aerating, remove cores, top dress with medium, fertilizing, reseeding or stolons, irrigation, top dress seeds at a frequency of two times per year. All areas designated for re-seeding shall be groomed and dethatched for the purpose of top dressing with seed and organic matter. Areas shall be posted and closed to the public until germination and first mowing is completed. Dethatching shall be with a mechanical de-thatcher to remove built up organic matter in turf areas. Thatch that is removed shall be properly disposed of.
9. The spreading of mulch shall depend on the type of mulch provided by the City. Tree shavings shall be used around shrub areas or to suffocate weeds. Composted fine mulch will be used for re-seeding or top dressing in turf areas. The material will be spread along planting areas and barren areas for weed prevention and moisture retention.

B. Poison Oaks Abatement:

The control of poison oak at the South Pasadena Arroyo Seco Woodland and Wildlife Park will be on a post control basis commencing in March and will continue until plant dormancy: a systemic herbicide mixed with a sticker agent and fertilizer in tank.

C. Fertilizing Lawn:

1. Lawns (except for playing fields) shall be fertilized four (4) times per year per Table I. Applications will consist of pelleted formula 16-6-8 applied at the rate of 8 pounds per 1,000 square feet. Playing fields at Arroyo South and Arroyo North use different materials at different times with different organizations performing work per Tables II and III.
2. All materials shall be applied at times and in amounts shown for each feeding.
3. Fertilizer shall be distributed evenly over lawn when dry, using calibrated spreader. Do not overlap materials and cause burning of turf, dark streaks, etc. Sweep off pavements and water in immediately.
4. Where herbicides, fungicides, or insecticides are required (see Table I), these materials, in the amounts according to the manufacturer's directions, shall be added where compatible to the fertilizer specified. All products shall be combined and blended at factory, delivered in original packages, and applied as previously specified.
5. Additional insecticides, fungicides and herbicides applications shall be required as

noted. These may be in liquid spray form. Herbicides shall not be applied during windy conditions. All chemicals used in the everyday course of landscape maintenance need to be green friendly.

C. Soil Compaction

1. Contractor shall not engage in activities which foster the compaction of the soil; i.e., driving of vehicles on turf or riding equipment on soggy soil.
2. Contractor shall aerate the athletic playing fields eight (8) times a year just prior to fertilization. Aeration shall be accomplished by the use of a tractor drawn tine aerator. Proper soil moisture shall be present to insure that plugs are removed to a minimum depth of three inches. All plugs shall be broken up and removed from the playing fields on the day they are generated. Sprinkler heads shall be flagged to prevent damage to the irrigation system.

D. Insect, Fungi and Rodent Control

1. Contractor shall maintain continuous control against insects, leaf hopper, red spider, cut-worms, sod web worm (Lawn Moth) and other insects by the use of appropriate insecticides. Insecticides should not be applied above certain temperatures (check with manufacturer) or during wind.
2. Fungi shall be controlled by appropriate combination of watering practices, aeration and treating when specified. (See Table I) Additional applications shall be made when necessary to obtain control of rust and other fungi.
3. Rodents of any kind: gophers, moles, etc., shall be continually controlled by City subcontract with the Los Angeles County Department of Agriculture. Burrows and holes on the playing fields shall be filled with dirt at the time of each mowing. The subcontract with LA County Department of Agriculture does not remove rodent control responsibility from Contractor. All chemicals used in the everyday course of landscape maintenance need to be green friendly

TABLE I

LIBRARY, GARFIELD PARK, EDDIE PARK, HERITAGE PARK
WAR MEMORIAL PARK

<u>Date</u>	<u>Activity</u>	<u>Responsible Organization</u>
March	16-6-8 Fertilizer - Herbicide combined	Contractor
March	Top dressing and re-seeding	Contractor
April	De-thatching/aerate/fill low spots	Contractor
May	16-6-8 Fertilizer - Herbicide combined (Post control)	Contractor
July	16-6-8 Fertilizer/Insecticides/Fungicide (if warranted)	Contractor
September	6-6-8 Fertilizer/Weed Control/Fungicide (if warranted)	Contractor

TABLE II

ARROYO SOUTH MAINTENANCE PLAN

<u>Date</u>	<u>Activity</u>	<u>Responsible Organization</u>
April	Fertilize with 16-6-8, dethatch, aerate	Contractor
May	Fertilize with 16-6-8, Aerate	Contractor
June	Fertilize with 16-6-8, Aerate	Contractor
July	Erect a 6 foot fence around the field. Close South field	City
July	Begin planning to build a four (4) foot fence along the north part of the field	City
July	Rodent control (if needed)	Contractor
July 1-7	Weed abatement - apply MSMA for control of crabgrass and dallisgrass	Contractor
July 1-7	Fertilize field with 46-0-0 1/16-6-8	Contractor
July	Field Renovation. Plant stolons/seeds in bare areas, dethatch, aerate, fertilize & top dress	Contractor
August	Fertilize field with 16-6-8, Aerate	Contractor
Late Aug./ Early Sept.	Take down fence	City
Sept. 1-7	Fertilize with 16-6-8, Aerate	Contractor
October	Weed abatement: Aerate for control of POA ANN A and add MECOMECEC for broadleaf weed control	Contractor
	Fertilize with 16-6-8	

TABLE III**ARROYO NORTH MAINTENANCE PLAN**

<u>Date</u>	<u>Activity</u>	<u>Responsible Organization</u>
January	Renovate & re-seed worn areas, Aerate Fertilize, Top Dress	Contractor
Feb./March	Weed Abatement	Contractor
March 1-7	Aerate, fertilize with 16-6-8, weed abatement for broadleaf and pre-emergent for crabgrass Rototill infields of ball diamonds	Contractor
April	Aerate, fertilize with 16-6-8 herbicide, dethatch	Contractor
May	Aerate, fertilize with 16-6-8, herbicide, fungicide	Contractor
June 1-7	Aerate, fertilize with 16-6-8, weed abatement for broadleaf and Post control for crabgrass Rototill infields of ball diamonds	Contractor
July 1-7	Aerate, fertilize with 46-0-0/16-6-8	Contractor
August 1-7	Fertilize with 16-6-8, Aerate	Contractor
August 1-28	Aerate, Re-seed, re-grade, top dress	Contractor
Sept. 1-7	Fertilize with 16-6-8, apply Aerate herbicide for control of annual bluegrass and winter annual weeds, include selective herbicide for broadleaf in tank mix.	Contractor
October	Fertilize with 16-6-8, Aerate	Contractor

TABLE IV**ORANGE GROVE MAINTENANCE PLAN**

<u>Date</u>	<u>Activity</u>	<u>Responsible Organization</u>
January	Top dress low areas, reseed and top dress seed	Contractor
March 1-7	Aerate, fertilize with 16-6-8, weed abatement for broadleaf and pre-emergent for crabgrass Rototill infields of ball diamond	Contractor
April	Aerate, fertilize with 16-6-8 herbicide; broadleaf Post control, crab grass	Contractor
May	Aerate, fertilize with 16-6-8, herbicide, fungicide	Contractor
June 1-7	Aerate, fertilize with 16-6-8, weed abatement for broadleaf Rototill infields of ball diamond	Contractor
July 1-7	Aerate, fertilize with 46-0-0/16-6-8	Contractor
August 1-7	Fertilize with 16-6-8, Aerate	Contractor
Sept. 1-7	Fertilize with 16-6-8, apply Aerate herbicide for control of annual bluegrass and winter annual weeds, include selective herbicide for broadleaf in tank mix.	Contractor
October	Fertilize with 16-6-8, Aerate	Contractor
December	Dethatch, renovate, aerate, re-seed, top dress	Contractor

TABLE V**MEDIANS**

<u>Date</u>	<u>Activity</u>	<u>Responsible Organization</u>
April	IBDU or Once Fertilizer 1#N/thousand	Contractor
April	Osmocote Fertilizer in rose area	Contractor
April	De-thatching	Contractor

TABLE VI

SOUTH PASADENA ARROYO SECO WOODDLAND AND WILDLIFE PARK

<u>Date</u>	<u>Activity</u>	<u>Responsible Organization</u>
February	Weed Abatement	Contractor
March	Commence Poison Oak Abatement	Contractor
September	Weed Abatement	Contractor

1.09 GROUNDCOVERS

A. General:

1. Groundcovers shall be inspected weekly. Maintenance shall include removal of all debris, including leaves, branches, papers, bottles, etc.
2. Weeds shall be removed weekly. Bermuda grass and other noxious weeds shall not be allowed to become established in these areas. Weeds shall be completely removed, including roots, rhizomes, and stolons. Pre-emergent weed killer may be used after cultivation. "Round-Up" may also be used, taking care not to spray on other plantings.
3. All groundcovers shall be pruned, sheared and thinned neatly away from shrubs, trees, walks and headerboards, etc. Edges of groundcovers shall be thinned out and tapered away from walks, headerboards and shrubs. DO NOT TRIM VERTICALLY.
4. All groundcovers at the Freeway Sign shall be trimmed around the rock letters, curbs and perimeter of the area to provide a uniform appearance.

B. Fertilizer:

1. A balanced, pelleted commercial fertilizer, 16-6-8, shall be broadcast evenly on ground cover and related shrub areas four times annually, January, March, June and October, at the rate of 8 pounds per 1000 square feet and shall be watered and cultivated in thoroughly where conditions permit.
2. All groundcover areas shall be deep irrigated weekly (at night), weather requiring.
3. Contractor shall maintain constant controls against insects, rodents and snails.
4. Barren areas shall be replanted (see Plant Replacement and Plant Replacement Liability).

1.10 SHRUB GROUNDCOVERS

- A. Groundcover shall be controlled where spreading over walks by pruning back to nearest branch fork and removing dead wood.

1.11 SHRUBS, PLANTS AND TREES

General maintenance of shrubs shall include:

1. Weekly watering of all areas per the "watering schedule".
2. Removal of spent flowers and flower spikes; removal of all leaves and debris from plant areas weekly.
3. Regular cultivation of all plant areas.
4. Removal of weeds. Bermuda grass shall be traced to source and all roots and stolon removed or sprayed with "Round-Up"; all weeds and debris shall be removed from the premises.
5. Plants shall be hosed off monthly to remove accumulations of dirt and soot.
6. Pruning shall be performed as a continual operation under guidelines as set forth by City. Contractor shall not allow plants to develop stray, undesirable growth.
7. Insect and rodent control.
8. Fertilizing of shrubs and perennials in accordance with the fertilizer indicated for groundcovers. All fertilizers shall be applied evenly by hand and lightly cultivated into soil, with thorough watering to follow. Shrubs located in groundcover areas will not require additional fertilizing. All chemicals used in the everyday course of landscape maintenance need to be green friendly.
9. Shrubs shall be trimmed as needed.
10. Plants that grow as clumps must be divided as part of regular maintenance. Divides can be in half or other fractions depending on plant vigor. These plants can be used elsewhere to enhance vegetation and landscape at the direction of the Director of Public Works, or his/her representative.
11. All flower plants shall be cleaned and opened to a natural appearance. The Bird of Paradise and facial plants shall be dead-headed.
12. All low growing branches of trees that interfere with the clear passage of pedestrians shall be skirted or trimmed to provide a height clearance of nine-feet (9').

1.12 ROSES

A. Fertilizing:

1. Roses are to be fertilized in March, May, August, and October. A balanced, pelleted commercial fertilizer shall be broadcast evenly on ground at the rate of 8 pounds per 1000 square feet.

B. Pruning

1. Prune annually during the last two weeks in January, or as scheduled by the Park Supervisor/Superintendent.
2. Remove 1/3 to 1/2 of the old canes. Prune away from the middle. Have eye, or young bud, facing out in the direction the plant is to grow. Prune 1/8 inch to 1/4 inch above the bud at an angle. All leaves and suckers will be removed and the bed raked clean.
3. Old blooms will be removed on a regular basis.

C. Watering

1. Weekly watering of all roses as per the "watering schedule".

1.13 CONTROL OF INSECTS, RODENTS AND OTHER PESTS

- A. Contractor and his employees shall be entirely familiar with the use of all insecticides and chemicals of any kind intended for use as regards laws, proper types, rates of application, temperatures at which to be applied, etc.
- B. Contractor shall maintain adequate equipment, sprayers, dusters, etc., on the job for emergency spot controls of insects. Larger equipment and materials shall be supplied when required.
- C. An adequate supply of basic insecticides, fungicides, properly packaged and labeled, shall be maintained for use.
- D. Contractor shall maintain proper controls by spraying at such frequency and in such amounts as necessary to prevent insect infestations.
- E. Control of chewing and sucking insects shall be performed at least twice a year (late winter or early spring, and summer) or as required to maintain control and prevent damage to plantings. Appropriate insecticides for the required purposes shall be applied with power sprayer. Care shall be exercised not to damage buildings, planting or adjacent materials by improper use of insecticides (amounts, high temperature) or of equipment.

F. Snails, slugs and similar pests shall be controlled by Contractor as needed.

1.14 FUNGI, MILDEW AND PATHOLOGICAL PROBLEMS

Fungi, mildew, and other pathological problems shall be controlled by irrigation management, drainage. Where necessary, fungicide shall be applied.

1.15 CULTIVATING

Where practical, areas between shrubs, groundcovers and trees shall be cultivated for the removal of weeds, admission into the soil of fertilizer and water, and for aeration.

1.16 MISCELLANEOUS MAINTENANCE PROVISIONS

Contractor shall, as part of this contract:

1. Clean out drain lines when and where required.
2. Repair minor erosion.
3. Clean catch basins and area drains in parks.
4. Correct minor vandalism and defacement.
5. On a weekly basis, clean all barbecue pits.
6. At the City Hall, replace and rotate annuals twice each year. Plants to be provided by City.
7. Sweep all parking lots.
8. Plant shrubs, groundcover, and trees at the request of the City supervisor.
9. All graffiti must be removed as soon as possible; this has proven to deter further vandalism.
10. All hard surface areas are to be swept with a broom, except for sanitary purposes when power-washing is necessary or as specifically called for in these specifications. City of South Pasadena Municipal Code 35.41 Hose use prohibits the use of water to clean areas that can be swept with a broom.

EXHIBIT "B"

INSURANCE REQUIREMENTS

The Contractor shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Contractor and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors, 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 Contractor '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 Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 Contractor 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 Contractor for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Contractor.

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. Contractor 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 Contractor may be held responsible for payments of damages to persons or property.

EXHIBIT "C"
BID PROPOSAL

XIV. PROPOSAL

The undersigned, having carefully examined the Specifications for

LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS, PLAYING FIELDS, MEDIANS, CITY
WALK, PARKING LOTS, AND MISCELLANEOUS FACILITIES

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and to do all work required to complete the said work in accordance with the said Specifications for the monthly unit prices named in the following schedule:

EDDIE PARK

<u>Item</u>	<u>Price per month</u>	<u>Frequency</u>
• Mowing with rotary mower, recreational area, and parkway.	\$ 400. ⁰⁰	weekly
• Edging, trimming all areas	\$ 80. ⁰⁰	weekly
• Sweeping all concrete areas within playing field, steps, recreational area and sidewalks around parkway	\$ 80. ⁰⁰	as needed
• Detailing shrubs and perennials	\$ 10. ⁰⁰	4 days/wk.
• Picking up and emptying trash M-W-F-Sun.	\$ 30. ⁰⁰	weekly
• Pest Control	\$ 40. ⁰⁰	4 x's per yr.
• Fertilizing	\$ 20. ⁰⁰	2 x's per yr.
• Weed abatement and pre-emergent	\$ 20. ⁰⁰	weekly
• PM irrigation, maintain and repair, irrigation report	\$ 20. ⁰⁰	1 x per yr.
• De-thatching & aerating turf when needed	\$ 40. ⁰⁰	weekly
• Cultivating and/or mulching planter beds	\$ 40. ⁰⁰	monthly
• Skirting trees	\$ 10. ⁰⁰	monthly
• Generating monthly report	\$ 10. ⁰⁰	as needed
• Trimming shrubs	\$ 10. ⁰⁰	weekly
• Setting sand under slides	\$ 40. ⁰⁰	weekly
• Rake play areas	\$ 10. ⁰⁰	weekly
• Power wash picnic area and tables	\$ 10. ⁰⁰	weekly
• Dress up wood chips around play areas	\$ 10. ⁰⁰	weekly
• Add wood chips to play areas as needed	\$ 10. ⁰⁰	2 x's per yr.
• Spreading mulch	\$ 10. ⁰⁰	Annual
TOTAL:	\$ 900.⁰⁰	

GARFIELD PARK

<u>Item</u>	<u>Price per month</u>	<u>Frequency</u>
• Mowing with rotary, playing field, recreational area, and parkway.	\$ 910	weekly
• Edging, trimming all areas	\$ 200	weekly
• Sweeping all concrete areas, picnic area, steps, recreational area and sidewalks around parkway	\$ 200	weekly
• Washing, weeding and cleanup of tennis courts	\$ 130	weekly
• Picking up and emptying trash M-W-F except during June through September which is M-W-F-Sat-Sun	\$ 130	5x's/wk.
• Fertilizing	\$ 20	4 x's per yr.
• Weed abatement and pre-emergent	\$ 20	2 x's per yr.
• PM irrigation, maintain and repair and written report	\$ 40	weekly
• Trim, fertilize all rose beds	\$ 40	2 wks, Jan.
• Clean BBQ pits weekly	\$ 60	weekly
• De-thatch kikuyu as needed	\$ 60	1 x per yr.
• Spreading mulch	\$ 30	2 x's per yr.
• Re-planting	\$ 30	1 x per yr.
• Generating monthly labor reports	\$ 10	monthly
• Detailing shrubs and flowering plants	\$ 30	as needed
• Clearing turf around valve boxes	\$ 30	weekly
• Rototill sand area/play equipment	\$ 60	weekly
TOTAL:	\$ 2,000.⁰⁰	

HERITAGE PARK

Item

- Mowing with rotary mower including parkway
- Edging, trimming all areas
- Sweeping all concrete areas including sidewalks around parkway
- Picking up and emptying trash on scheduled day
- Spreading mulch
- Skirting trees
- Monthly labor report
- Detailing shrubs
- Weed abatement and pre-emergent
- PM irrigation, maintain, repair and report
- Re-seeding

Price per month

- \$ 200.⁰⁰
- \$ 20.⁰⁰
- \$ 20.⁰⁰
- \$ 20.⁰⁰
- \$ 20.⁰⁰
- \$ 10.⁰⁰
- \$ 20.⁰⁰
- \$ 10.⁰⁰

Frequency

- weekly
- weekly
- weekly
- weekly
- 3 x's/wk.
- 2 x's per yr.
- monthly
- monthly
- as needed
- 2 x's per yr.
- weekly
- 1 x per yr.

TOTAL:

\$ 400.⁰⁰

LIBRARY GROUNDS

Item

- Mowing with rotary mower, including parkway.
- Edging, trimming all areas
- Sweeping all concrete areas, steps, and sidewalks around parkway
- Trim and fertilize roses
- Picking up and emptying trash M-W-F
- Fertilizing
- Weed abatement and pre-emergent
- PM irrigation, maintain and repair and written report
- Detailing shrubs and flowering plants
- Spreading mulch
- Re-planting
- Manual water containers
- Re-seeding

Price per month

- \$ 300.⁰⁰
- \$ 70.⁰⁰
- \$ 50.⁰⁰
- \$ 30.⁰⁰
- \$ 20.⁰⁰
- \$ 20.⁰⁰
- \$ 30.⁰⁰
- \$ 70.⁰⁰
- \$ 70.⁰⁰
- \$ 65.⁰⁰
- \$ 35.⁰⁰
- \$ 35.⁰⁰
- \$ 35.⁰⁰

Frequency

- weekly
- weekly
- weekly
- 2 wks. Jan
- 3 x's/wk.
- 4 x's per yr.
- 2 x's per yr.
- weekly
- as needed
- 2 x's per yr.
- 2 x's per yr.
- weekly
- 2 x's per yr.

TOTAL:

\$ 800.⁰⁰

WAR MEMORIAL PARK

Item

- Mowing with rotary mower, including parkway.
- Edging, trimming all areas
- Sweeping all concrete areas, steps, sidewalks and around parkway
- Sweeping Oaklawn Bridge
- Tree skirting
- Picking up and emptying trash on scheduled day
- Fertilizing
- Weed abatement and pre-emergent
- PM irrigation, maintain and repair and irrigation report
- Shrub detailing
- Cleaning swail
- spreading mulch
- Re-seeding

Price per month

- \$ 300.⁰⁰
- \$ 80.⁰⁰
- \$ 40.⁰⁰
- \$ 40.⁰⁰
- \$ 25.⁰⁰
- \$ 40.⁰⁰
- \$ 25.⁰⁰
- \$ 40.⁰⁰
- \$ 40.⁰⁰
- \$ 40.⁰⁰
- \$ 80.⁰⁰
- \$ 40.⁰⁰
- \$ 25.⁰⁰
- \$ 25.⁰⁰

Frequency

- weekly
- weekly
- weekly
- weekly
- monthly
- 3 x's/wk.
- 4 x's per yr.
- 2 x's per yr.
- weekly
- as needed
- monthly
- 2 x's per yr.
- 1 x per yr.

TOTAL:

\$ 800.⁰⁰

Item

- Mowing w/ reel mower, playing field, recreational area, and parkway.
- Edging, trimming all areas
- Sweeping all concrete areas within playing field, steps, recreational area and sidewalks around parkway
- Washing, weeding and cleanup of tennis courts
- Picking up and emptying trash seven (7) days per week
- Aerating playing fields
- Fertilizing
- Weed abatement and pre-emergent
- PM irrigation, maintain and repair
- Rototill-- sand areas/play equipment
- Dethatching, core aerating, remove cores, top dress w/ sand & shavings, fertilize, re-seeding/stolon, irrigation, top dressing seeds
- Raking and grading in sand play area
- Pest control
- Wash down picnic area
- Power wash picnic area and tables

Price per month

- \$ 700.⁰⁰
- \$ 1100.⁰⁰
- \$ 140.⁰⁰
- \$ 70.⁰⁰
- \$ 70.⁰⁰
- \$ 30.⁰⁰
- \$ 20.⁰⁰
- \$ 30.⁰⁰
- \$ 70.⁰⁰
- \$ 70.⁰⁰
- \$ 180.⁰⁰
- \$ 30.⁰⁰
- \$ 30.⁰⁰
- \$ 30.⁰⁰
- \$ 60.⁰⁰

Frequency

- weekly
- weekly
- weekly
- 7 days/wk.
- 8 x's/yr.
- 8 x's/yr.
- 2 x's per yr.
- weekly
- monthly.
- 2 x's per yr.
- weekly
- weekly
- weekly
- weekly

TOTAL:

\$ 1,700.⁰⁰

ARROYO PARK AND PLAYING FIELDS

- Mowing w/ reel mower playing fields, rotary for park/parkway/trail
- Mowing infield w/ reel mower
- Mowing outfield March-October
- Edging, trimming all areas
- Sweeping concrete bleachers around playing fields and picnic area
- Picking up and emptying trash M-W-F-Sat-Sun
- Dethatching, core aerating, remove cores, top dress with medium, fertilizing, re-seeding or stolon, irrigation, top dressing seeds
- Raking and grading in sand play area
- Fertilizing
- Weed abatement and pre-emergent
- PM irrigation, maintain and repair
- Keep field drain and batting cage drains open
- Rototill infield of ball diamond – sand areas/play equipment
- Maintain 10 foot weed & shrub clearance (fence around ball fields)

- \$ 1,500.⁰⁰
- \$ 700.⁰⁰
- \$ 380.⁰⁰
- \$ 240.⁰⁰
- \$ 120.⁰⁰
- \$ 60.⁰⁰
- \$ 240.⁰⁰
- \$ 60.⁰⁰
- \$ 60.⁰⁰
- \$ 60.⁰⁰
- \$ 150.⁰⁰
- \$ 90.⁰⁰
- \$ 60.⁰⁰
- \$ 80.⁰⁰

- weekly
- 2 x's per wk
- 2 x's per wk
- weekly
- weekly
- 5 x's / wk.
- 2 x's per yr.
- weekly
- 8 x's/yr.
- 1-2 x's / yr.
- weekly
- weekly
- 2 x's per yr.
- weekly

TOTAL:

\$ 3,800.⁰⁰

MEDIANS

- Mowing with reel mower
- Edging and clean up
- Trimming of plants and roses, weeding
- Irrigation PM and repairs, including written report
- Manual watering
- Weeding and pest control
- Sidewalk cleaning and trash removal
- Graffiti removal
- Detailing shrubs and flowering plants
- Dividing clumps and all planting
- Spreading mulch as warranted
- Fertilizing and pre-emergent
- Tree watering: Fair Oaks bet. Grevelia & Lyndon; Mission bet. Prospect & Fair Oaks and tree wells on Hope bet. Fair Oaks & Fremont. There are no water connections in this area, watering must be done using a water truck and hose to bring water to the trees

- \$ 1,400.⁰⁰
- \$ 300.⁰⁰
- \$ 300.⁰⁰
- \$ 130.⁰⁰
- \$ 50.⁰⁰
- \$ 130.⁰⁰
- \$ 50.⁰⁰
- \$ 50.⁰⁰
- \$ 150.⁰⁰
- \$ 80.⁰⁰
- \$ 60.⁰⁰
- \$ 60.⁰⁰
- \$ 270.⁰⁰

- weekly
- weekly
- weekly
- weekly
- 2 x's / wk.
- weekly
- weekly
- weekly
- as needed
- 1 x per yr.
- 2 x's per yr.
- 2 x's per yr.
- 2 x's/week

TOTAL:

\$ 3,000.⁰⁰

<u>Item</u>	<u>Price per month</u>	<u>Frequencies</u>
• Weed Abatement	\$ 90. ⁰⁰	weekly
• Trash Removal & Clean Up	\$ 90. ⁰⁰	3 x's per wk
TOTAL:	\$ 180. ⁰⁰	
CITY HALL AND PARKING LOTS		
• Trimming all ivy and shrubs	\$ 60. ⁰⁰	as needed
• Washing courtyards, emptying trash	\$ 60. ⁰⁰	weekly
• Sweeping sidewalks and approaches around City Hall, Fire Dept., and parking lots	\$ 60. ⁰⁰	weekly
• Cleaning tree wells and weeding	\$ 30. ⁰⁰	weekly
• Detailing plants in planters	\$ 15. ⁰⁰	as needed
• Tree skirting	\$ 15. ⁰⁰	monthly
• Empty trash cans	\$ 15. ⁰⁰	3 x's per wk
• Manually watering plants	\$ 15. ⁰⁰	2 x's per wk
• Remove all litter throughout parking areas	\$ 15. ⁰⁰	weekly
• PM irrigation and repairs	\$ 30. ⁰⁰	weekly
• Rotate annuals at City Hall	\$ 60. ⁰⁰	2 x's per yr
• Weed Abatement	\$ 15. ⁰⁰	weekly
TOTAL:	\$ 390. ⁰⁰	
FREEWAY SIGN		
• Detailing ground cover	\$ 60. ⁰⁰	weekly
• Weed Abatement	\$ 30. ⁰⁰	weekly
• Transplanting – Re-seeding	\$ 15. ⁰⁰	2 x's per yr.
• PM irrigation, repair and irrigation reports	\$ 30. ⁰⁰	weekly
• Maintenance of walkways	\$ 30. ⁰⁰	weekly
• Spreading mulch	\$ 15. ⁰⁰	2 x's per yr.
• Pest control	\$ 15. ⁰⁰	2 x's per yr
• Fertilizing	\$ 30. ⁰⁰	4 x's per yr
• Pick up trash	\$ 120. ⁰⁰	weekly
TOTAL:	\$ 345. ⁰⁰	
ARROYO SECO WOODLAND & WILDLIFE PARK		
• Litter Removal	\$ 240. ⁰⁰	weekly
• Graffiti removal	\$ 100. ⁰⁰	weekly
• PM Irrigation and repairs	\$ 100. ⁰⁰	weekly
• Filling low areas in pathways and horse trails	\$ 60. ⁰⁰	weekly
• Plant detailing	\$ 150. ⁰⁰	1 x per yr
• Plant dividing and transplanting	\$ 60. ⁰⁰	weekly
• Mulching	\$ 60. ⁰⁰	weekly
• Weed abatement	\$ 60. ⁰⁰	weekly
• Poison oak abatement	\$ 150. ⁰⁰	1 x per yr.
• Tree skirting	\$ 60. ⁰⁰	weekly
TOTAL:	\$ 1,000. ⁰⁰	
SERVICE FACILITY		
• Detailing shrubs and pruning on Mission and El Centro	\$ 60. ⁰⁰	as needed
• Clean up and fertilizing	\$ 15. ⁰⁰	weekly
• Weeding and pest control	\$ 30. ⁰⁰	weekly
• PM Irrigation and repairs including written report	\$ 30. ⁰⁰	weekly
• Graffiti removal	\$ 15. ⁰⁰	weekly
• Edging, trimming all areas	\$ 30. ⁰⁰	weekly
• Sweeping all concrete areas and sidewalks	\$ 30. ⁰⁰	weekly
TOTAL:	\$ 210. ⁰⁰	

CNG STATION

Item	Price per month	Frequency
• Edging, trimming all area	\$ 25.00	2 x's/week
• Mowing w/ reel mower	\$ 20.00	2 x's/week
• Sweep all concrete/asphalt areas within the station and Drive Way	\$ 30.00	2 x's/week
• Weed abatement and Pre-Emergent	\$ 20.00	2 x's/week
• Program, maintain and repair irrigation system	\$ 30.00	2 x's/week
• Trimming shrubs	\$ 30.00	2 x's/week
TOTAL	\$ 155.00	

SNAKE TRAIL

• Sweep all concrete/asphalt area	\$ 10.00	monthly
• Weed abatement and Pre-emergent	\$ 30.00	monthly
• Trim shrubs next to the trail	\$ 20.00	monthly
• Graffiti removal	\$ 20.00	monthly
TOTAL	\$ 90.00	

SAN PASQUAL PARK

• Litter Removal	\$ 40.00	monthly
• Mulching	\$ 10.00	as needed
• Weed abatement	\$ 30.00	monthly
• Tree skirting	\$ 20.00	as needed
• Poison Oak abatement	\$ 30.00	as needed
TOTAL	\$ 180.00	

HORSE TRAIL

• Weed abatement	\$ 20.00	monthly
• Fill low areas	\$ 15.00	as needed
• Tree skirting	\$ 15.00	as needed
• Pick up trash	\$ 10.00	monthly
TOTAL	\$ 60.00	

MOUND AND EL CENTRO PARKWAY

• Weed abatement	\$ 20.00	as needed
• Mulch	\$ 15.00	as needed
• Pick-up Trash	\$ 20.00	as needed
• Sweep sidewalk and street	\$ 20.00	as needed
• Detail shrubs	\$ 15.00	as needed
TOTAL	\$ 90.00	

FAIR OAKS MEDIAN FROM MONTEREY TO COLUMBIA

• Edging, trimming all areas	\$ 200.00	2 x's/week
• Sweep all concrete/asphalt	\$ 80.00	weekly
• Fertilize	\$ 50.00	4 x's/yr.
• Skirt trees	\$ 30.00	as needed
• Spread mulch	\$ 30.00	annual
• Weed abatement and pre-emergent	\$ 30.00	monthly
• Detail shrubs and flowering plants	\$ 40.00	weekly
• Re-planting of dead shrubs and flowering plants	\$ 40.00	as needed
• Program, maintain and repair irrigation system	\$ 30.00	2 x's/week
• Clean Fair Oaks parkway North of Carmines	\$ 40.00	2 x's/week
TOTAL	\$ 520.00	

STATE MEDIANS & PARKWAYS

Item	Price per month	Frequency
• Edging, trimming all area	\$ 80. ⁰⁰	weekly
• Sweep all concrete/asphalt	\$ 80. ⁰⁰	weekly
• Fertilize	\$ 30. ⁰⁰	4 x's/yr.
• Skirt trees	\$ 45. ⁰⁰	as needed
• Spread mulch	\$ 70. ⁰⁰	annual
• Weed abatement and pre-emergent	\$ 30. ⁰⁰	monthly
• Detail shrubs and flower plants	\$ 60. ⁰⁰	weekly
• Re-planting of dead shrubs and flowering plants	\$ 60. ⁰⁰	as needed
• Program, maintain and repair irrigation system	\$ 45. ⁰⁰	2 x's/week
TOTAL:	\$ 500.⁰⁰	

MISSION TREE WELLS FROM MERIDIAN TO FAIRVIEW

• Add Mulch	\$ 75	as needed
• Weed Control	\$ 35	2 x's/week
• Program, maintain, and repair irrigation system	\$ 45	2 x's/week
TOTAL:	\$ 155.⁰⁰	

FREMONT AND HUNTINGTON TREE WELLS SOUTH WEST CORNER

• Weed Control	\$ 45. ⁰⁰	monthly
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WATER FACILITIES - trimming, clear brushes, mow lawn

• Garfield Reservoir: 416 Garfield Avenue South Pasadena, CA	\$ 95. ⁰⁰	weekly
• Grand Reservoir: 624 Hermosa Avenue South Pasadena, CA	\$ 95. ⁰⁰	weekly
• Westside Reservoir: 820 Glen Place – weed abatement South Pasadena, CA	\$ 95. ⁰⁰	weekly
• Kollie Pump house: 1217 Kollie Avenue South Pasadena, CA	\$ 75. ⁰⁰	weekly
• Bilicke Tank: 700 La Portada Street South Pasadena, CA	\$ 95. ⁰⁰	weekly
• Raymond Tank: 1648 Raymond Hill Road South Pasadena, CA	\$ 95. ⁰⁰	weekly
• Wilson Reservoir: 545 Adelyn Drive, San Gabriel, CA 91775	\$ 95. ⁰⁰	weekly
• Wilson Well 2: 311 Bradbury Drive San Gabriel, CA 91775	\$ 95. ⁰⁰	weekly
• Graves Reservoir: 2225 El Molino Ave San Marino, CA 91108	\$ 95. ⁰⁰	weekly
Total	\$ 900.⁰⁰	

144 GRAND TOTAL \$ 18,175.⁰⁰

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 16, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

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

SUBJECT: **Acceptance of Project Completion and Authorization to File a Notice of Completion for FY2013-14 CDBG Sidewalk Project, and Authorization to Release Retention Payment in the Amount of \$5,690 to Toro Enterprises Inc.**

Recommendation

It is recommended that the City Council:

1. Accept the project improvements as complete and authorize the issuance of a Notice of Completion for the project; and
2. Authorize payment of the retention to Toro Enterprises Inc. in the amount of \$5,690.

Fiscal Impact

This project was 100% funded by Community Development Block Grant (CDBG) funds. Sufficient funds are available in account 260-9000-9264. The table below provides a summary of the project construction costs:

Project Construction Cost Summary		
	Awarded	Actual
Construction Contract (Toro Enterprises Inc.)	\$106,963.80	\$113,796
10% Construction Contingency	\$10,696.38	
Change Orders		
Construction Subtotal	\$117,660	\$113,796

Commission Review and Recommendation

This matter was not reviewed by a Commission.

NOC for FY2013-14 CDBG Sidewalk Project

July 16, 2014

Page 2 of 2

Background

City was awarded a Community Development Block Grant (CDBG) to reconstruct approximately 14,100 square feet of localized sidewalk repairs on portions of Diamond Ave., Leman St., Bushnell Ave., Wayne Ave., Adelaine Ave., La France Ave., and Maple St. The difference between the original contract amount and final contract amount is due to an adjustment in sidewalk quantities required in the field during construction.

The work was completed within schedule. The project was managed and inspected in-house. Labor compliance requirements were handled by Diana Cho & Associates.

Legal Review

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

Public Notification of Agenda Item

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

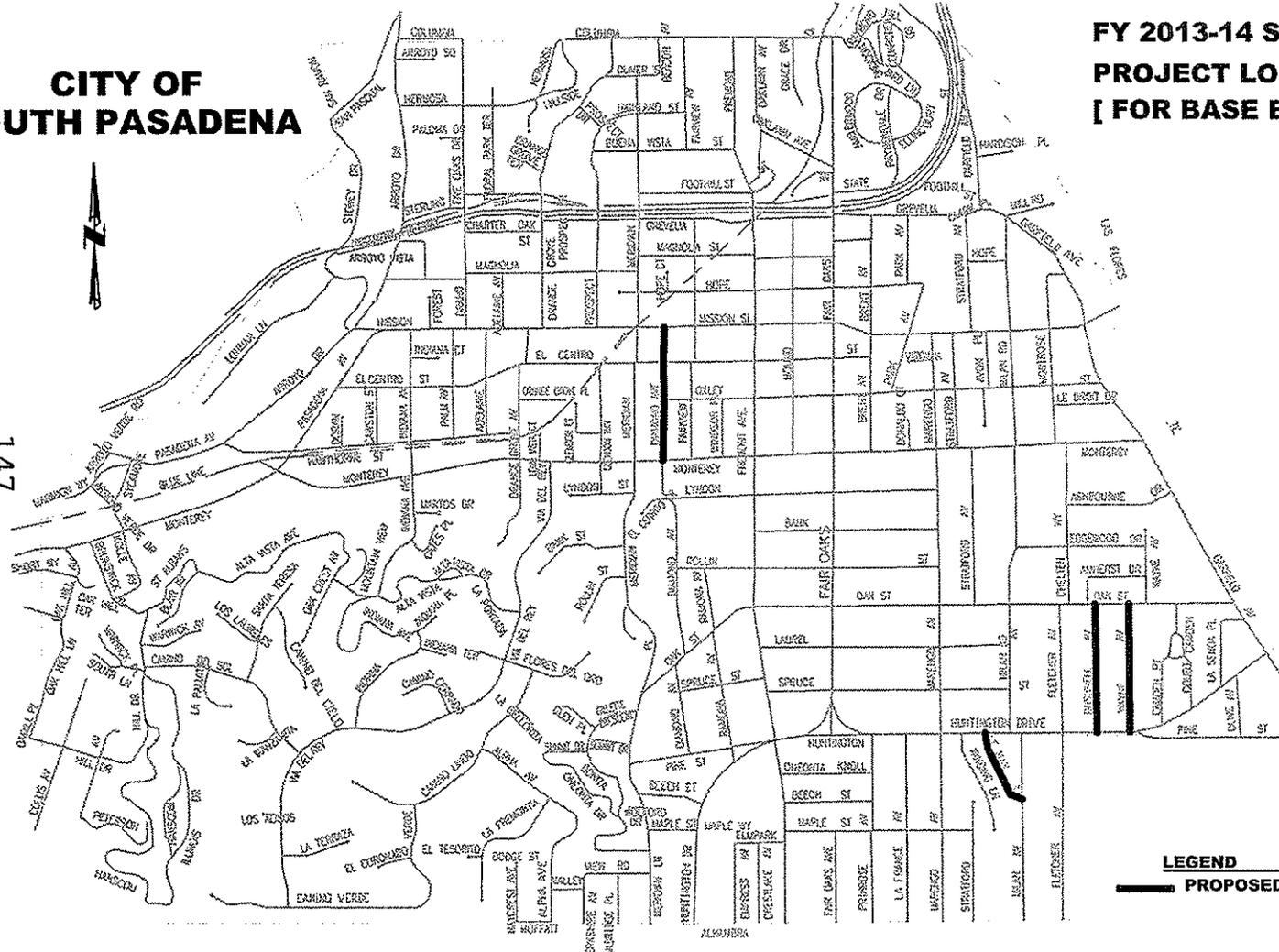
Attachment: Project Location Maps

CITY OF SOUTH PASADENA



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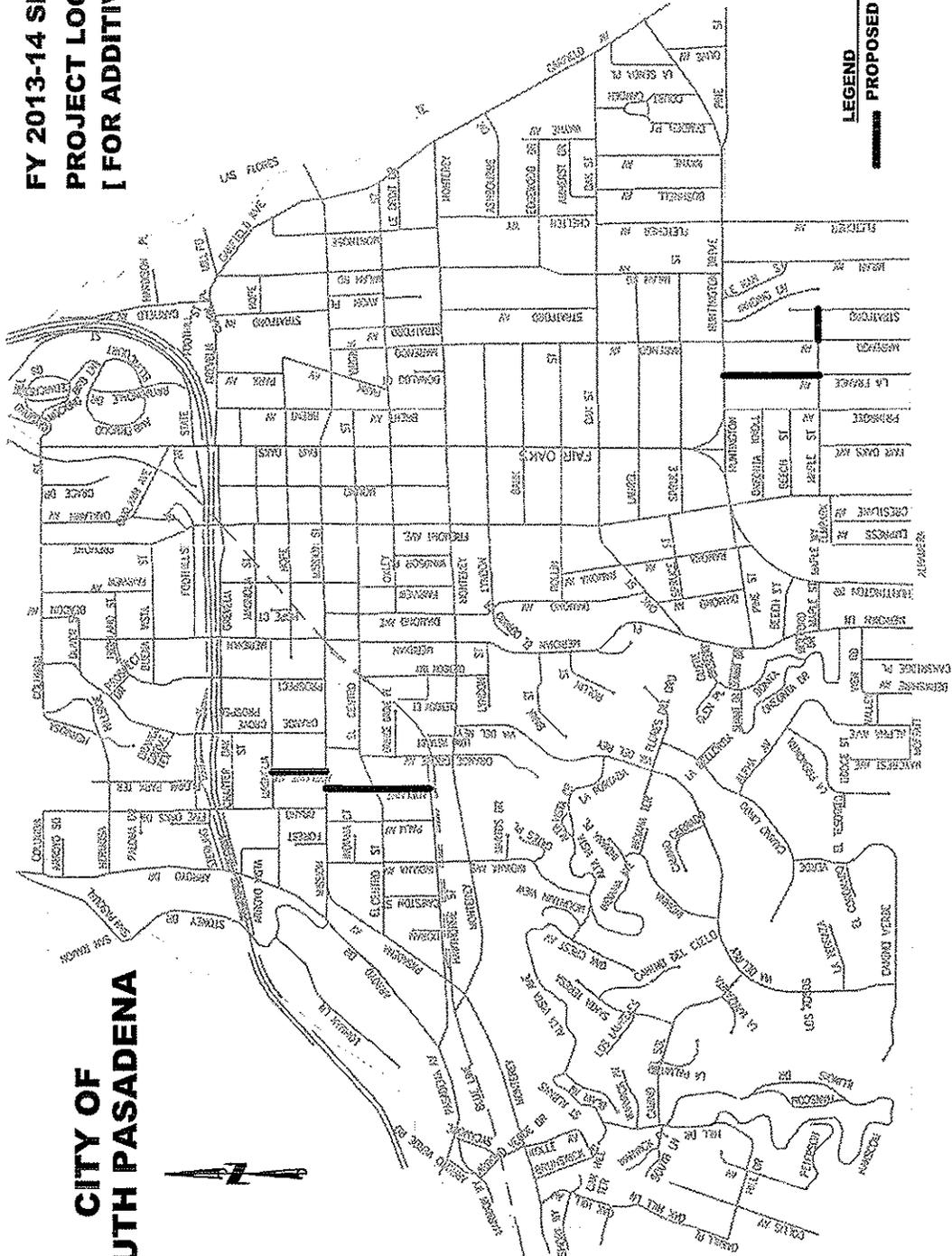
FY 2013-14 SIDEWALK REPLACEMENT PROJECT LOCATION MAP [FOR BASE BID]



LEGEND
— PROPOSED AREA OF IMPROVEMENT

**FY 2013-14 SIDEWALK REPLACEMENT
PROJECT LOCATION MAP
[FOR ADDITIVE ALTERNATE BID]**

**CITY OF
SOUTH PASADENA**



LEGEND
 **PROPOSED AREA OF IMPROVEMENT**

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 16, 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), in substantially the form as attached; and
2. Allocate an additional \$5,000 dollars for individual in-person meetings with the legal consultant.

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 supports

moving forward with executing PSAs for the SR-710 Study.

Background

On July 2, 2014, staff presented the PSAs for approval to the City Council. During the discussion, Council directed staff to revise the PSAs to include additional language clarifying that the City of South Pasadena is the fiduciary agent and allowing for individual member cities interested in additional work outside of the current scopes of work to contract with the consultants separately.

Council also directed staff to work with Nelson/Nygaard, outside of the proposed PSA with the Alliance, to begin immediately to work on identifying an alternative that council could get behind on and seek support for from ally cities prior to the release of the Environmental Impact Report (EIR).

Analysis

The revised PSAs have incorporated the comments requested by Council during the July 2, 2014 City Council Meeting.

Legal Review

The City Attorney has revised the agreements as requested at the City Council meeting of July 2, 2014. Since there was not adequate time to recirculate the revised agreements to the different firms, staff is requesting that the agreements be approved in substantially the form as attached should there be any requests from the firms for minor revisions to the agreements. Any requests by the firms for substantive changes to the agreements will be brought back to the City Council for review and approval. There have been no changes to the scope of services in the agreements.

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. 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

ATTACHMENT 1
Nelson/Nygaard Professional Service 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").

WITNESSETH:

A. WHEREAS, the State of California Department of Transportation ("Caltrans") and Los Angeles Metropolitan Transportation Authority ("Metro") are working cooperatively to study the extension of the SR-710 freeway from its current terminus to a northern connection point, likely in the City of Pasadena; and

B. WHEREAS, the cities of Glendale, La Canada Flintridge, Pasadena, Sierra Madre and South Pasadena, share mutual concerns regarding the potential future impacts to their respective communities arising out of the construction and implementation of any SR-710 and

C. WHEREAS, the aforementioned cities ("Member Cities") have formed an alliance ("5-Cities Alliance") to work jointly and collaboratively to share monetary, staffing and other resources in commissioning the collection of data and analysis in furtherance of their understanding of the impacts of the any proposed project arising from the Study ("Mission"); and

D. WHEREAS, the 5-Cities Alliance has designated the City of South Pasadena to act as the "Fiduciary Agent" of the 5-Cities Alliance to hold the financial contributions of the member cities and contract on behalf of the 5-Cities Alliance for the services necessary to carry out the Mission; and

E. 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

F. 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

G. 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 Acknowledgment. Consultant hereby acknowledges that the City of South Pasadena is contracting for the herein services as the “Fiduciary Agent” for the 5-City Alliance.

1.2. 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.”

1.3. 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.

1.4. 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.

1.5. 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.

1.6. 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.

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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.

Further Consultant understands that if any Member City wishes additional services, not covered in the Scope of Services of the herein Agreement, said services will not be a part of this Agreement and will be contracted for by a separate agreement between said Member City and Consultant and will not be an obligation of City or the 5-Cities Alliance.

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

APPROVED AS TO FORM:

Richard L. Adams II., City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

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

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"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company LTD</td> <td></td> <td>11000</td> </tr> <tr> <td>INSURER B: Sentinel Insurance Company LTD</td> <td></td> <td>11000</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </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						EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		57 SBA BF4304	9/1/2013	9/1/2014	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ Excluded
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/>	57 SBA BF4304	9/1/2013	9/1/2014	PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$ 10,000			57 SBA BF4304	9/1/2013	9/1/2014	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below			57 WEC PF8365	9/1/2013	9/1/2014	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						Per Claim \$5,000,000
				MCH591867601	12/1/2013	12/1/2014	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").

W I T N E S S E T H :

A. WHEREAS, the State of California Department of Transportation ("Caltrans") and Los Angeles Metropolitan Transportation Authority ("Metro") are working cooperatively to study the extension of the SR-710 freeway from its current terminus to a northern connection point, likely in the City of Pasadena; and

B. WHEREAS, the cities of Glendale, La Canada Flintridge, Pasadena, Sierra Madre and South Pasadena, share mutual concerns regarding the potential future impacts to their respective communities arising out of the construction and implementation of any SR-710 and

C. WHEREAS, the aforementioned cities ("Member Cities") have formed an alliance ("5-Cities Alliance") to work jointly and collaboratively to share monetary, staffing and other resources in commissioning the collection of data and analysis in furtherance of their understanding of the impacts of the any proposed project arising from the Study ("Mission"); and

D. WHEREAS, the 5-Cities Alliance has designated the City of South Pasadena to act as the "Fiduciary Agent" of the 5-Cities Alliance to hold the financial contributions of the member cities and contract on behalf of the 5-Cities Alliance for the services necessary to carry out the Mission; and

E. 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

F. 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

G. 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 Acknowledgment. Consultant hereby acknowledges that the City of South Pasadena is contracting for the herein services as the "Fiduciary Agent" for the 5-City Alliance.

1.2. 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."

1.3. 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.

1.4 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.

1.5. 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.

1.6. 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.

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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.

Further Consultant understands that if any Member City wishes additional services, not covered in the Scope of Services of the herein Agreement, said services will not be a part of this Agreement and will be contracted for by a separate agreement between said Member City and Consultant and will not be an obligation of City or the 5-Cities Alliance.

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

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

Job Description

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.

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)

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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 ___ day of _____, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation (“City”) and WILSON GEOSCIENCES INC. (“Consultant”).

WITNESSETH:

- A. WHEREAS, the State of California Department of Transportation (“Caltrans”) and Los Angeles Metropolitan Transportation Authority (“Metro”) are working cooperatively to study the extension of the SR-710 freeway from its current terminus to a northern connection point, likely in the City of Pasadena; and
- B. WHEREAS, the cities of Glendale, La Canada Flintridge, Pasadena, Sierra Madre and South Pasadena, share mutual concerns regarding the potential future impacts to their respective communities arising out of the construction and implementation of any SR-710 and
- C. WHEREAS, the aforementioned cities (“Member Cities”) have formed an alliance (“5-Cities Alliance”) to work jointly and collaboratively to share monetary, staffing and other resources in commissioning the collection of data and analysis in furtherance of their understanding of the impacts of the any proposed project arising from the Study (“Mission”); and
- D. WHEREAS, the 5-Cities Alliance has designated the City of South Pasadena to act as the “Fiduciary Agent” of the 5-Cities Alliance to hold the financial contributions of the member cities and contract on behalf of the 5-Cities Alliance for the services necessary to carry out the Mission; and
- E. 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
- F. 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
- G. 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 Acknowledgment. Consultant hereby acknowledges that the City of South Pasadena is contracting for the herein services as the “Fiduciary Agent” for the 5-City Alliance.

1.2. 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.”

1.3. 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.

1.4 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.

1.5. 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.

1.6. 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.

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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.

Further Consultant understands that if any Member City wishes additional services, not covered in the Scope of Services of the herein Agreement, said services will not be a part of this Agreement and will be contracted for by a separate agreement between said Member City and Consultant and will not be an obligation of City or the 5-Cities Alliance.

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: _____

WILSON GEOSCIENCES INC.

By: _____
Kenneth Wilson, Principal Geologist

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**

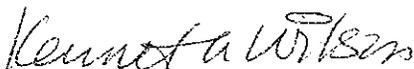
Dear Mr. Gonzalez:

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	140	0	0	0
	Hydrogeologist	200	0	0	0
Task 2 – Review Performance Criteria	Wilson	135	32	4320	50
	Abdel-Haq	140	3	420	0
	Hydrogeologist	200	2	400	0
Task 3 – Critical Analysis	Wilson	135	24	3240	50
	Abdel-Haq	140	4	560	0
	Hydrogeologist	200	2	400	0
Task 4 – Prepare Response Comment Letter	Wilson	135	40	5400	150
	Abdel-Haq	140	8	1120	0
	Hydrogeologist	200	9	1800	50
Task 5 – Coordination and Update Meetings	Wilson	135	24	3240	125
	Abdel-Haq	140	2	280	0
	Hydrogeologist	200	0	0	0
Task 6 – Meetings/Presentations	Wilson	135	42	5670	125
	Abdel-Haq	140	4	560	60
	Hydrogeologist	200	4	800	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 #2065 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

[P1X,SC]

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ATTACHMENT 4
Shute, Mihaly & Weinberger LLP Retainer Agreement

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT for legal services (hereinafter referred to as **AGREEMENT**) by and between the **CITY OF SOUTH PASADENA**, hereinafter referred to as the "**CITY**," and **SHUTE, MIHALY & WEINBERGER LLP**, hereinafter referred to as "**ATTORNEY**", is entered into the ____ day of July, 2014.

RECITALS

WHEREAS, the State of California Department of Transportation ("**Caltrans**") and Los Angeles Metropolitan Transportation Authority ("**Metro**") are working cooperatively to study the extension of the SR-710 freeway from its current terminus to a northern connection point, likely in the City of Pasadena; and

WHEREAS, the cities of Glendale, La Canada Flintridge, Pasadena, Sierra Madre and South Pasadena, share mutual concerns regarding the potential future impacts to their respective communities arising out of the construction and implementation of any SR-710 and

WHEREAS, the aforementioned cities ("**Member Cities**") have formed an alliance ("**5-Cities Alliance**") to work jointly and collaboratively to share monetary, staffing and other resources in commissioning the collection of data and analysis in furtherance of their understanding of the impacts of the any proposed project arising from the Study ("**Mission**"); and

WHEREAS, the 5-Cities Alliance has designated the **CITY** to act as the "**Fiduciary Agent**" of the 5-Cities Alliance to hold the financial contributions of the member cities and contract on behalf of the 5-Cities Alliance for the services necessary to carry out the Mission; and

WHEREAS, the **CITY** desires to engage **ATTORNEY** to perform services as special counsel for the **CITY** in order to advance the Mission of the 5-Cities alliance; and

WHEREAS, **ATTORNEY** represents that the principal representative is authorized to enter into this agreement on behalf of **ATTORNEY** and **ATTORNEY** is willing to perform such services hereinafter defined.

NOW, THEREFORE, the parties agree as follows:

1. **REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE.** The representative of the parties who are primarily responsible for the administration of the **AGREEMENT**, and to whom formal notice, demands and communications shall be given, are as follows:

- A. The principal representative of the CITY shall be:

Sergio Gonzalez, City Manager
CITY OF SOUTH PASADENA
1424 Mission Street
South Pasadena, California 91030
(626) 403-7210

- B. The principal representative of ATTORNEY shall be:

Rachel B. Hooper
Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
(415) 552-7272

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail.
- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

2. **RETENTION.** The CITY retains ATTORNEY to act as special counsel for CITY to perform services as requested of it by the CITY. CONSULTANT accepts the assignment and agrees to render such services as ATTORNEY on the terms and conditions hereinstated. ATTORNEY hereby acknowledges that the City of South Pasadena is contracting for the herein services in order to advance the Mission of the 5-Cities Alliance.

3. **SCOPE OF SERVICES.** The scope of such services is set forth in the attached Legal Services to Be Provided which is made Exhibit "A" to this Agreement. Further, ATTORNEY understands that if any Member City wishes additional services, not covered in the Scope of Services of the herein Agreement, said services will not be a part of this Agreement and will be contracted for by a separate agreement between said Member City and ATTORNEY and will not be an obligation of CITY or the 5-Cities Alliance.

4. **COMPENSATION.** The CITY agrees to pay ATTORNEY for the above-stated services, as set forth in the aforementioned attached proposal and as set forth in the fee schedule, Exhibit "B" attached hereto. Payments for services rendered pursuant to this Agreement shall be made at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to ATTORNEY for services rendered pursuant to this Agreement. ATTORNEY

shall submit all billings for said services to the CITY and said bills shall include the billing amount, total hours billed, total hours per day billed, hourly billing rate, and a description of the services rendered.

5. **COSTS AND EXPENSES.** In addition to paying fees for legal services, CITY and/or AGENCY shall reimburse ATTORNEY for all costs and expenses related to such legal services, including costs and expenses listed in the Exhibit "B;" and such other costs and expenses as are incurred from time to time, including but not limited to, filing fees, service of process, witness fees, court reporter fees, transcripts, jury, messenger and other delivery charges, mileage, investigation expenses, consultant fees, expert witness fees, and other similar items. ATTORNEY shall obtain CITY's consent before hiring any investigators, consultants or expert witnesses. Except as may otherwise be set forth in Exhibit "B," all costs and expenses shall be reimbursed based on the ATTORNEY's cost therefor.

6. **STATEMENTS.** ATTORNEY shall send CITY periodic statements for legal service fees and costs and expenses incurred. Said statements shall include the billing amount, total hours billed, total hours per day billed, hourly billing rate, a description of the services rendered, as well as itemized costs and expenses. CITY shall pay such statements within thirty (30) days after receipt of said statement.

7. **PERSONNEL.** The principal attorney(s) assigned by ATTORNEY to provide the services under this AGREEMENT is Rachel B. Hooper. In the event that CITY, in its sole discretion, at anytime during the term of this AGREEMENT, desires the removal of any person or persons assigned by ATTORNEY to perform services pursuant to this AGREEMENT, ATTORNEY shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

8. **STANDARD OF PERFORMANCE.** ATTORNEY shall devote such time as may be reasonably necessary for satisfactory performance of ATTORNEY's obligations pursuant to this AGREEMENT. ATTORNEY shall perform all services required pursuant to this AGREEMENT in a manner and according to the standards observed by a competent practitioner of the legal profession in the geographical area in which ATTORNEY practices its profession. All products and/or services of whatsoever nature which ATTORNEY delivers to CITY pursuant to this AGREEMENT shall be prepared and delivered in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed in the legal profession. CITY shall be the sole judge as to whether the product of the ATTORNEY is satisfactory.

9. **INDEPENDENT CONTRACTOR.** It is expressly agreed that in the performance of the services necessary to carry out this Agreement, ATTORNEY shall be, and is, an independent contractor, and is not an employee of the CITY. ATTORNEY has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting ATTORNEY in the performance of ATTORNEY's services hereunder.

ATTORNEY shall be solely responsible for all matters relating to the payment of it's employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be soley responsible for ATTORNEY's own acts and those of ATTORNEY's subordinates and employees.

10. **PERS ELIGIBILITY INDEMNITY.** In the event that ATTORNEY or any employee, agent, or subcontractor of ATTORNEY 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, ATTORNEY shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of ATTORNEY 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, ATTORNEY 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.

11. **INDEMNITY AND INSURANCE**

A. **INDEMNITY.** ATTORNEY hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligent acts, errors or omissions by ATTORNEY in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against ATTORNEY or the CITY or to enlarge in any way the ATTORNEY'S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from ATTORNEY'S negligent performance hereunder. ATTORNEY agrees that ATTORNEY's covenant under this Section shall survive the termination of this AGREEMENT.

B. **INSURANCE.** ATTORNEY shall procure and maintain at all times during the term of this Agreement insurance as set forth in "C" attached hereto. Acceptance of insurance certificates and endorsements required under this

Agreement does not relieve ATTORNEY from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

12. **WORK PRODUCT.** Any and all reports, manuscripts and any other work product, whether completed or not, that are prepared or developed by ATTORNEY under this Agreement are the property of the CITY and shall be turned over to CITY promptly at CITY'S request or at the termination of the Agreement, whichever is earlier.

13. **TERMINATION FOR CONVENIENCE.** This Agreement may be canceled at any time by CITY for its convenience upon written notification to ATTORNEY. ATTORNEY shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. ATTORNEY shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of CITY and ATTORNEY shall deliver the files in this matter to AGENCY, along with any other CITY funds or property in ATTORNEY'S possession.

14. **ASSIGNMENT AND SUBCONTRACTING.** Neither party shall assign or subcontract the rights or responsibilities under this agreement without the express, written consent of the other party, which may be withheld for any reason or for no reason.

15. **ATTORNEY – NOT PUBLIC OFFICIAL.** ATTORNEY is not a "public official" for purposes of Government Code Sections 87200, et seq. ATTORNEY conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, ATTORNEY possesses no authority with respect to any ATTORNEY decision beyond the rendition of information, advice, recommendation or counsel.

16. **ATTORNEY NOT AGENT.** Except as CITY may specify in writing, ATTORNEY shall have no authority, express or implied, to act on behalf of AGENCY in any capacity whatsoever as an agent. ATTORNEY shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

17. **LICENSES, PERMITS, ETC.** ATTORNEY represents and warrants to CITY that ATTORNEY has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for ATTORNEY to practice ATTORNEY'S profession. ATTORNEY represents and warrants to CITY that ATTORNEY shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits and approvals which are legally required for ATTORNEY to practice its profession.

18. **CONFLICT OF INTEREST.** The following protection against conflict of interest will be upheld:

A. ATTORNEY certifies that no member, officer, or employee of CITY or its designees or agents, and no other public official of CITY who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during its tenure or for one year thereafter. This Agreement shall be voidable at the option of the CITY if this provision is violated

B. ATTORNEY shall incorporate, or cause to be incorporated, in all subagreements for work to be performed under this Agreement a provision prohibiting such interest pursuant to the purposes of this section.

C. ATTORNEY shall immediately notify CITY of any real or possible conflict of interest between work performed for CITY and for other clients served by ATTORNEY.

19. **RESOLUTION OF DISPUTES.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

20. **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.

21. **SEVERABILITY.** If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

23. **ENTIRE AGREEMENT.** This AGREEMENT, together with Exhibits "A," "B" and "C" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. 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. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all parties.

IN WITNESS WHEREOF this Agreement is signed by the parties hereto on the date first above written.

"CITY OF SOUTH PASADENA"

Date _____

Sergio Gonzalez, City Manager

APPROVED AS TO FORM:

Richard L. Adams II, City Attorney

"ATTORNEY"
SHUTE, MIHALY & WEINBERGER LLP

Date _____

By _____

Exhibit "A"

LEGAL SERVICES TO BE PROVIDED

The ATTORNEY is retained to provide legal and strategic advice concerning the above-referenced Project. ATTORNEY 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 of 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 alternative 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 CITY, including the Firm's attendance at two kick-off meetings; one with CITY staff and one with technical consultants. CITY 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 product;
- 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;

Exhibit "A"

- 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. CITY 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/

Exhibit "B"

LEGAL FEES, COSTS AND BILLING PRACTICES

ATTORNEY'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.

CITY will also reimburse ATTORNEY 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 above paragraphs notwithstanding, CITY will be responsible for paying a maximum of \$100,000 toward ATTORNEY's fees and costs. This fee amount excludes any costs charged by technical experts, whose contracts will be managed directly by CITY.

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, ATTORNEY shall submit an invoice to the CITY. Said invoice shall be based on the total of all ATTORNEY's services which have been completed to CITY's sole satisfaction. CITY shall pay ATTORNEY'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.

ATTORNEY 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.

EXHIBIT "C"

The ATTORNEY shall maintain throughout the duration of the term of the AGREEMENT, liability insurance covering the ATTORNEY and, with the exception of Professional Liability Insurance, designating CIT including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultant's, 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 ATTORNEY'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 ATTORNEY's insurance policies shall be primary as respects any claims related to or as the result of the ATTORNEY's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or ATTORNEYS 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 ATTORNEY 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 ATTORNEY for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the ATTORNEY.

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. ATTORNEY shall immediately advise CITY of any litigation that may affect these insurance policies.

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 16, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: Margaret Lin, Principal Management Analyst *ML*
Samuel Zneimer, Analyst *SZ*

SUBJECT: **Adoption of Resolutions to Revise the Parking Regulations on Monterey Road between Fair Oaks Avenue and Raymond Lane and on Fair Oaks Avenue Between State Street and 424 Fair Oaks Avenue**

Recommendation

It is recommended that the City Council;

1. Adopt resolution revising parking regulations to regulate unrestricted parking spaces on the northern portion of Monterey Road between Fair Oaks Avenue and Raymond Lane; and
2. Adopt a resolution for both the eastern and western portion of Fair Oaks Avenue between State Street and 424 Fair Oaks Avenue.

Fiscal Impact

The cost for establishing, managing, and operating the curb markings and signage is minimal and can be incorporated within the existing budget.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Currently, this stretch of Monterey Road, between Fair Oaks and Raymond Lane, is comprised of one restricted 15-minute parking space on the western most parking space and five unrestricted parking spaces.

Currently, this portion of Fair Oaks Avenue, north of State Street to the northern city limits, has no parking restrictions.

Analysis

Businesses located on Fair Oaks Avenue have a limited number of designated parking spaces and

rely heavily on available street parking. The adoption of Ordinance No. 2257 has removed barriers such as off-street parking requirements for businesses located in historic buildings. Consequently, parking is in short supply while demand continues to increase. Parking along Fair Oaks Avenue is currently comprised of restricted one-hour parking Monday through Saturday from 9:00 a.m. to 6:00 p.m. In order to ensure that street parking is available to patrons of these businesses. Staff recommends re-designating the remaining five parking spaces on the northern portion of Monterey Road between Fair Oaks Avenue and Raymond Lane from unrestricted parking to restricted one-hour parking, Monday through Saturday from 9:00 a.m. to 6:00 p.m. That is consistent with the parking available on Fair Oaks Avenue and will maintaining the current 15-minute parking space on the western most parking space.

Fair Oaks Avenue is a major arterial that provides two lanes of through traffic in each direction from the northern City limit to Huntington Drive. The approximately 375 feet of Fair Oaks Avenue between State Street and 424 Fair Oaks Avenue is currently comprised of unrestricted parking. The lack of parking restrictions has made it possible for heavy trucks to park there for extended periods of time, minimizing the amount of available street parking for the adjacent commercial uses and the War Memorial. Staff recommends re-designating the unrestricted parking spaces on both the western and eastern portion of Fair Oaks Avenue from State Street to approximately 424 Fair Oaks Avenue to 1-hour parking on the eastern side and 3-hour parking on the western side, Monday through Saturday from 9:00 a.m. to 6:00 p.m.

To respond to parking issues in a more efficient manner, it is recommended the City Council consider moving forward with a South Pasadena Municipal Code change that would allow for time-restricted parking to be addressed at an administrative level with City Manager approval. This would City staff the ability to address parking issues in a timely manner.

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. Resolution establishing one-hour restricted parking on Monterey Road between Fair Oaks Avenue and Raymond Lane
2. Resolution establishing one-hour and three-hour restricted parking on Fair Oaks Avenue between State Street and 424 Fair Oaks Avenue
3. Location map with parking labeled Monterey Road
4. Location map with parking labeled Fair Oaks

ATTACHMENT 1

Resolution establishing one-hour restricted parking on
Monterey Road between Fair Oaks Avenue and
Raymond Lane

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING PARKING RESTRICTIONS FOR THE FIVE
UNRESTRICTED PARKING SPACES ON MONTEREY ROAD
BETWEEN FAIR OAKS AVENUE AND RAYMOND LANE IN
ACCORDANCE WITH SECTION 22507 OF THE CALIFORNIA
VEHICLE CODE**

WHEREAS, the City of South Pasadena (City) is creating time restricted parking for the five unrestricted parking spaces on the northern portion of Monterey Road between Fair Oaks Avenue and Raymond Lane to better regulate parking; and

WHEREAS, Section 22507 of the Vehicle Code of the State of California permits cities, by resolution, to prohibit or restrict the stopping, parking, or standing of vehicles; and

WHEREAS, the establishment of restricted parking for the five unrestricted parking spaces on the northern portion of Monterey Road between Fair Oaks Avenue and Raymond Lane will better regulate the use of existing parking inventory in the Fair Oaks Area.

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

SECTION 1. That restricted parking is hereby established for the five currently unrestricted parking spaces on the northern portion of Monterey Road between Fair Oaks Avenue and Raymond Lane, with regulations applicable Monday through Saturday 9:00 a.m. to 6:00 p.m.

SECTION 2. That the parking time restriction is one (1) hour for that portion of Monterey Road designated in Section 1 herein.

SECTION 3. That this resolution shall become effective immediately upon its adoption, however the parking restriction set forth in this resolution shall not apply until signs or markings giving adequate notice thereof have been placed.

SECTION 4. That 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 16th 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 16th day of July, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2

**Resolution establishing one-hour and three-hour
restricted parking on Fair Oaks Avenue between State
Street and 424 Fair Oaks Avenue**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISH TIME RESTRICTIONS TO THE UNRESTRICTED
PARKING SPACES ON FAIR OAKS AVENUE BETWEEN
STATE STREET AND 424 FAIR OAKS AVENUE**

WHEREAS, the City of South Pasadena (City) is creating time restricted parking for the unrestricted parking spaces along north Fair Oaks Avenue to better regulate parking; and

WHEREAS, Section 22507 of the Vehicle Code of the State of California permits cities, by resolution, to prohibit or restrict the stopping, parking, or standing of vehicles; and

WHEREAS, the City is creating time restricted parking for the unrestricted parking spaces on Fair Oaks Avenue from State Street to 424 Fair Oaks Avenue to better regulate the existing parking inventory in the Fair Oaks Area.

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

SECTION 1. That restricted parking is hereby established for the currently unrestricted parking spaces on both sides of Fair Oaks Avenue between State Street to 424 Fair Oaks Avenue, with said restricted parking applicable Monday through Saturday 9:00 a.m. to 6:00 p.m.

SECTION 2. That the parking time restriction is one (1) hour on the eastern side of that portion of Fair Oaks Avenue designated in Section 1 herein.

SECTION 3. That the parking time restriction is three (3) hours on the western side of that portion of Fair Oaks Avenue designated in Section 1 herein.

SECTION 4. That this resolution shall become effective immediately upon its adoption , however the parking restriction set forth in this resolution shall not apply until signs or markings giving adequate notice thereof have been placed.

SECTION 5. That 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 16th 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 16th day of July, 2014, by the following vote:

AYES:

NOES:

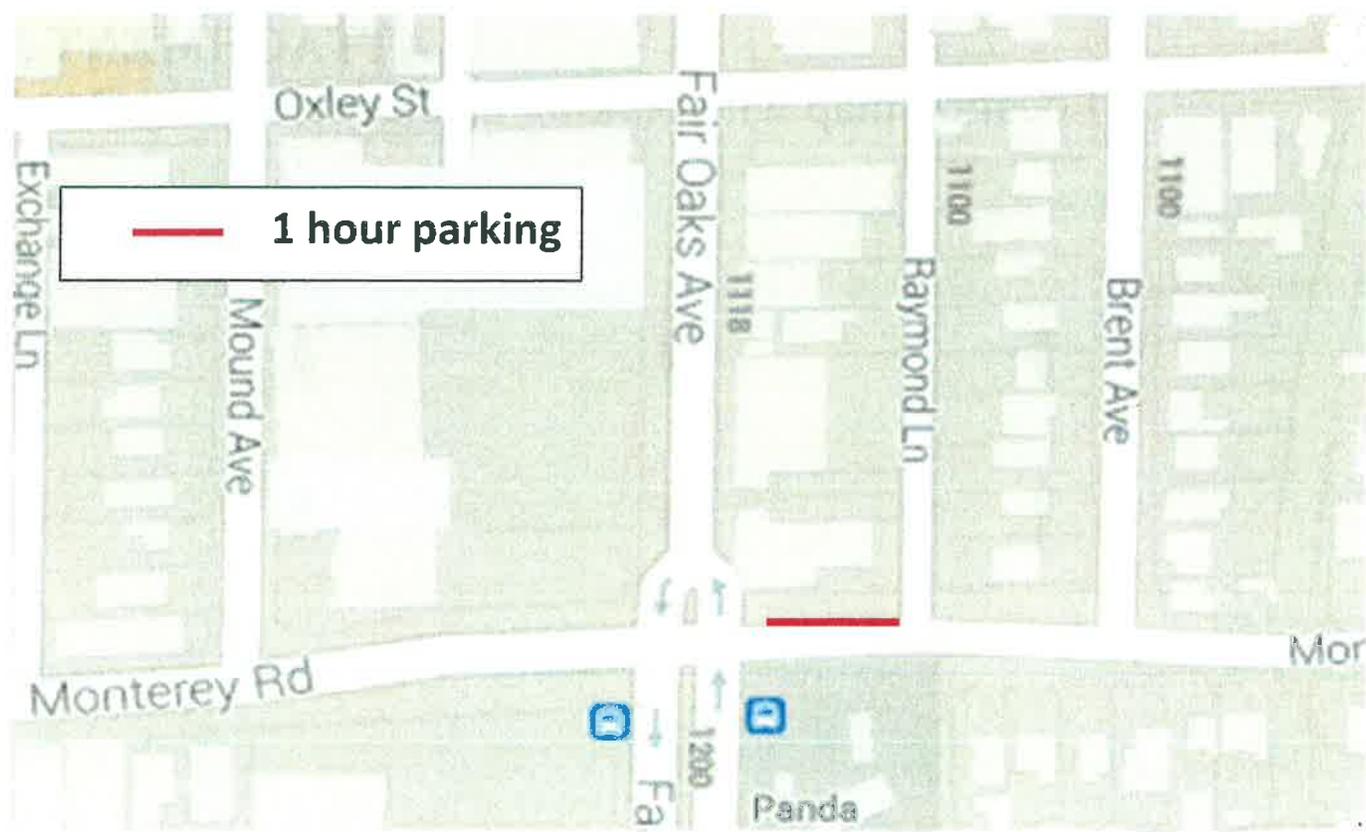
ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 3
Location map with parking labeled Monterey Road



ATTACHMENT 4
Location map with parking labeled Fair Oaks



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 16, 2014
TO: Honorable Mayor and City Council
FROM: Sergio Gonzalez, City Manager 
SUBJECT: **Approval of an Agreement for Legal Services with Colantuono, Highsmith & Whatley, PC**

Recommendation

It is recommended that the City Council authorize the Mayor to execute the attached agreement appointing the law firm of Colantuono, Highsmith & Whatley, PC, to serve as South Pasadena City Attorney.

Fiscal Impact

Legal expenditures are budgeted in the FY 2014-15 Budget at \$255,000. An additional \$10,000 is budgeted for Successor Agency legal costs.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The City Council directed staff to prepare a Request for Proposals (RFP) for City Attorney services. The RFP was issued to 27 firms on March 12, 2014, and a total of 13 firms responded. The City Council reviewed the proposals and interviewed 6 firms.

Analysis

The City Council discussed the appointment of a City Attorney at special Closed Session meetings. Colantuono, Highsmith & Whatley, PC, was selected to serve as the City's legal counsel. The attached agreement includes a fixed monthly retainer of \$7,875, which anticipates approximately 45 hours of general legal services, and designates Teresa L. Highsmith as City Attorney and Holly O. Whatley as Assistant City Attorney.

Legal Review

The agreement was prepared by Colantuono, Highsmith & Whatley, PC.

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: Agreement for City Attorney Services

AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF SOUTH PASADENA

This Agreement is made and entered into by and between the law firm of Colantuono, Highsmith & Whatley, PC ("the Firm") and the City of South Pasadena ("City").

RECITALS:

A. The City desires to retain the Firm to discharge the duties of the office of City Attorney of the City of South Pasadena and to designate a member of the Firm as City Attorney.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the office of City Attorney and to provide the services contemplated by this Agreement.

C. The City desires to receive legal services with the Firm for a fixed monthly retainer of \$7,875 which anticipates approximately 45 hours of general legal services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

A. The Firm shall discharge the duties of the office of City Attorney of the City of South Pasadena and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the City of the kind and nature typically provided by an in-house City Attorney's office and as provided in the South Pasadena Municipal Code unless specifically stated otherwise in this Agreement or otherwise directed in writing by the City. Except where conflict of interest rules require otherwise, or pursuant to the written request of the City Manager, the Firm shall supervise the activities of all other counsel retained by or for the City and shall review the work of such counsel on behalf of the City.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates set forth therein.

2. Designation of City Attorney.

Teresa L. Highsmith is designated as City Attorney. Holly O. Whatley is designated as Assistant City Attorney. The parties understand and agree that the Firm may,

from time to time, utilize other attorneys within the Firm to assist Ms. Highsmith in the performance of this Agreement. In that event, the City Attorney shall be personally responsible for all work performed by such other attorneys, and shall ensure that all work is performed in a competent and professional manner.

3. Billing Procedures and Monthly Statements.

A. The Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The City will not be liable for interest or finance charges, although persistent late payment shall be a basis for the Firm to review its relationship with the City.

B. The Firm will bill the City for actual, out-of-pocket expenses such as, but not limited to, authorized travel (other than travel to or from City Hall), long-distance telephone calls, filing fees, duplication, computerized legal research (except as provided to the contrary below), and similar out-of-pocket expenditures. Photocopies shall be billed at 15 cents per page, outgoing faxes will be charged at \$1 per page. All other expenses will be billed at cost, without markup. The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to avoid the use of outgoing faxes, and the costs associated with them, by use of email, U.S. Mail and other means. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to fees for professional services. The Firm will not charge the City for routine computerized legal research such as Lexis-Nexis or Westlaw research, but will pass through to the City at cost, without markup, its cost for use of specialized databases outside the Firm's contract with Westlaw or a similar provider.

C. Time will be charged by the Firm in increments of 1/10 of an hour (*i.e.*, six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience, may be increased or altered from time to time, after written notice to, and approval by, the City. No such change shall affect the terms of Exhibit A to this Agreement absent amendment of this Agreement pursuant to Section 8 below. The current hourly rates of the firm's professionals for non-retainer services are shown in Exhibit B attached hereto.

4. Resolution of Fee Disputes.

The City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that City chooses not to utilize the County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles to be conducted by JAMS in accordance with its commercial arbitration rules. THE CITY SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF IT WISHES, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS

THE CITY AND THE FIRM ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, INCLUDING THE RIGHT TO A JURY TRIAL.

5. Term of the Agreement.

This Agreement shall be effective as of July , 2014 and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 6 hereof.

6. Termination of the Agreement.

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. Termination is effective thirty (30) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations to allow the City sufficient notice prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the City. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior thereto.

7. Files and Records.

A. All legal files of the Firm pertaining to the City shall be and remain the property of City. The Firm will control the physical location of such files during the term of this Agreement.

B. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities.

8. Modifications to the Agreement.

Unless otherwise provided in this Agreement, modifications relating to the nature, extent or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the City Council of the City. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rates to be charged by the Firm and paid by the City.

9. Independent Contractor.

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the City. The Firm and its members shall not be entitled to participate in any pension plan (including, without limitation, the Public Employees Retirement System), insurance, bonus, or other similar benefits provided to City employees.

10. Nondiscrimination.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

11. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm. Neither this Agreement nor any portion thereof shall be assigned or delegated without the prior written consent of the City. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without the prior written approval of the City Manager of the City. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

12. Insurance.

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm maintains Comprehensive General Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

C. The Firm currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

D. The Firm agrees to notify City in the event the limits of its insurance should fall below the coverages stated in paragraph A or B or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

13. Indemnification.

The Firm shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

14. Conflicts of Interest.

The Firm hereby covenants that it has no interest not disclosed to City and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidential obligations hereunder except as the City may otherwise consent in writing prior to the acquisition by the Firm of such conflict. The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

15. Permits and Approvals.

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

16. Severability.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attention: City Manager
Telephone Number: (626) 403-7210
Facsimile Number: (626) 403-7211

Colantuono, Highsmith & Whatley, PC
300 S. Grand Avenue, Suite 2700
Attention: Teresa L. Highsmith
Telephone Number: (213) 542-5700
Facsimile Number: (213) 542-5710

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

18. Entire Agreement.

This Agreement, together with Exhibits "A" and "B" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of July 16, 2014.

ATTEST:

CITY OF SOUTH PASADENA

Evelyn Zneimer
CITY CLERK

By: _____
Marina Khubesrian, M.D.
MAYOR

COLANTUONO, HIGHSMITH & WHATLEY, PC

By: _____
Teresa L. Highsmith
Shareholder

EXHIBIT "A"

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES

A. *General Rates.* The general legal services to be provided by the Firm to the City shall include the following:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to general public law and public works issues, potential tort liability and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, deeds, agreements and related documents. Review performance bonds, insurance certificates and like documents tendered to City.
3. Attend all meetings of the City Council and the Planning Commission and such meetings of other Boards and Commissions of the City as may from time to time be specified by the City.
4. Monitor pending state and federal legislation and regulations, and new case law, as appropriate and apprise the City Council and City Manager of important developments therein.
5. Perform such other or additional general legal services as may be requested by the City, acting by and through the City Council or the City Manager.
6. Upon the request of the City Manager, administer contracts that the City may have with other legal counsel.
7. Provide attorneys on-site for office hours as requested by the City Manager or the City Council and be promptly available for telephone consultation as needed.
8. Provide recommendations and advice when requested by the City Council pertaining to the retention of and employment of outside law specialists in complex and important legal matters in which the City may be involved. Monitor the handling of liability cases by outside legal counsel.
9. Submit a quarterly status of each matter in litigation, including code enforcement litigation. The City Attorney shall advise City Council and the City Manager of significant developments in litigation involving the City as they occur. The status report shall be submitted between the first and fifteenth of the

following months: April, July, October and January.

10. Review citations for violations of City ordinances in accordance with criminal/civil law and procedures; should a code enforcement matter become a litigation matter, whether civil or criminal, the preparation of pleadings and court appearances and trial by the City Attorney or Assistant City Attorney shall be billed at the litigation rate under Section II "Litigation Services."

11. Perform all duties of the office of City Attorney as provided in the South Pasadena Municipal Code, except to the extent such duties are provided for in Sections II or III below.

12. Generally, to oversee and manage the legal affairs of the City and to ensure that the policies, programs, and activities of the City and its employees and agents are carried out in compliance with all applicable law and that the best interest of the City are otherwise protected to the fullest extent possible.

With the exception of special projects which the City Attorney and City Manager agree will require 10 or more hours to complete, the general services described here shall be provided for a fixed monthly retainer of \$7,875. Special Projects within the scope of Section I but requiring 10 or more hours to complete and services outside the Scope of Sections II and III below shall be provided at the \$185/hour rate.

Where the City utilizes less than 30 hours of retainer work within a month, the Firm will include any Special Projects which required 10 hours or more to complete to be captured within the retainer for that month and not billed separately (up to a maximum of 45 retainer hours for that month).

B. *Task Billing.* Upon request by City, the Firm will propose flat-fee amounts to cover special projects defined above or specific tasks under Sections II and III below. When such task, flat-fee arrangements have been agreed upon, they shall control over the rates provided by this Agreement.

C. *Limitation of Duties.* Except as provided below, Attorney shall not be required to provide the following services:

1. Administration and legal representation of workers' compensation claims and litigation, except for general legal advice in the area of workers' compensation and review of settlements recommended by the City's contract administrators

2. Negotiation and interpretation of M.O.U.'s and other labor related matters, including disciplinary proceedings, except to provide general legal advice on personnel matters related to the City's Personnel Rules & Regulations, and at the request of the City, review recommendations of the City's contract labor attorneys; and

3. Legal services related to the issuance of municipal bonds, certificates of participation, or other types of capital improvement financing and assessment proceedings, and specialized development proceedings.

II. LITIGATION SERVICES

A. The Firm will provide litigation services to the City in any and all matters assigned by the City, except as delegated pursuant to paragraph 11 of the Agreement, or as otherwise agreed in writing by the Firm and the City.

B. The litigation services specified in paragraph A shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$235 per hour, or as otherwise agreed pursuant to paragraph I.B. above. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

III. OTHER SPECIALIZED LEGAL SERVICES

The specialized legal services (excluding those described above) to be provided by the Firm to the City shall include the following:

1. Legal services pertaining to labor, employment and personnel matters.
2. Advice regarding taxes, assessments, fees and other Financial Advice.
3. Environmental Legal Services other than routine review of negative declarations, environmental impact reports and other project-level environmental documentation.
4. Real Estate and Eminent Domain Services other than routine review of escrow documents, title reports and contracts of sale.
5. Insurance Coverage Services, such as advice and representation regarding
6. Redevelopment Services.
7. Water Law Services.

Such other specialized services as may be required by the City. The specialized legal services specified in this paragraph shall be billed at the regular hourly rates of the attorneys providing such services at the time those services are provided, up to a maximum of \$235 per hour. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

EXHIBIT "B"

**NON-RETAINER HOURLY BILLING RATES
AS OF JANUARY 1, 2014**

shareholders and senior contract attorneys	\$235
8 th year and more senior associates	\$230
7 th year associates	\$220
6 th year associates	\$210
5 th year associates	\$200
4 th year associates	\$195
3 rd year associates	\$185
2 nd year associates	\$180
1 st year associates	\$175
paralegals	\$125
legal assistants	\$100 to \$110

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

*Marina Klubesrian, 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 16, 2014
TO: Honorable Mayor/Chair and City Council/Board Members
VIA: Sergio Gonzalez, City Manager 
FROM: Lucy Kbjian, Executive Assistant to City Manager 
SUBJECT: **First Amendment to Lease Agreement for Property at 1503-1507
El Centro Street**

Recommendation

It is recommended that the City Council, seated as the South Pasadena Housing Authority (Housing Authority) Board, authorize the City Manager/Executive Director to approve an amendment to the lease agreement for 1503-1507 El Centro Street (Property) for the continued operation of South Pasadena Theatre Workshop, LLC, for acting classes and periodic performances.

Fiscal Impact

The lease is currently on a month to month basis at a rate of \$1,575. The amendment will reduce the monthly lease payment to \$1,000, commencing with the July 15, 2014 payment.

Commission Review and Recommendation

This item was not reviewed by a commission.

Background

On November 4, 2009, the former Community Redevelopment Agency (former-CRA) approved a 24-month lease of the Property to Stephen Godwin and Sally Smythe (Lessee). The lease was executed November 15, 2009, after the Lessee was granted a Conditional Use Permit (CUP) from the Planning Commission.

On March 16, 2011, the Property was transferred from the former CRA to the City of South Pasadena (City Resolution No. 7151/CRA Resolution No. 2011-01). The City later transferred the property to the Housing Authority on January 30, 2012 (City Resolution No. 7210/Housing Authority Resolution No. 2012-02).

The Lessee approached the City to request a reduction in the rent. The City Council considered the request at the July 2, 2014, Closed Session Meeting.

Analysis

The Property is a key component of the Downtown Revitalization Project (Project). The Lessee is fully aware that the site is proposed to be developed and that the lease is temporary until such time as the City enters a Disposition and Development Agreement (DDA) with the Developer for the Project.

Considering the current status of the Project, the property if not leased, will sit unoccupied for a period of time. The amendment to the lease will continue to generate some revenue at the reduced rate on a month to month basis and allow for a productive temporary use of the site.

Legal Review

The City Attorney has reviewed this item and drafted the amendment to the lease agreement.

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. Proposed First Amendment to Lease Agreement for 1503-1507 El Centro Street
2. Lease Agreement for 1503-1507 El Centro, November 15, 2009

ATTACHMENT 1
Proposed First Amendment
to Lease Agreement for
1503-1507 El Centro Street

FIRST AMENDMENT TO THE LEASE AGREEMENT

This Amendment (“Amendment”) is made and entered into this _____ day of _____, 2014, by and between the SOUTH PASADENA HOUSING AUTHORITY, a public body, corporate and politic, (“Lessor”) and STEPHEN GODWIN AND SALLY SMYTHE, individuals, jointly and separately, as husband and wife (“Lessee”).

RECITALS

A. **WHEREAS**, the Community Redevelopment Agency of the City of South Pasadena (“former-CRA”) and Lessee entered into a Lease Agreement dated November 15, 2009 (“Lease Agreement”) concerning the real property located at and commonly known as 1503 and 1507 El Centro, in the City of South Pasadena, Los Angeles County, State of California, which is improved with a building, known as the “nursery” building (the entirety of the former-CRA’s real property and the aforementioned improvement is referred to hereafter as the “Property”); and,

B. **WHEREAS**, by City Council Resolution No. 7151 and CRA Resolution No. 2011-01, the former-CRA conveyed ownership of the Property to the City of South Pasadena (“City”) and wherein the City accepted such conveyance on March 16, 2011; and,

C. **WHEREAS**, by City Council Resolution No. 7210 on January 30, 2012, the City conveyed ownership of the Property to the Lessor and, by Housing Authority Resolution No. 2012-02 on January 30, 2012, the Lessor accepted such conveyance; and,

D. **WHEREAS**, the Lessor owns the Property and is the successor-in-interest to the former-RDA with regard to the Property and the Lease Agreement; and,

E. **WHEREAS**, the Lessor and Lessee now mutually desire to amend the Lease Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, Lessor and Lessee mutually agree as follows:

1. **Monthly Rent.** Commencing with the July 15, 2014 rent payment, the rent paid by Lessee under the Lease Agreement shall be One Thousand Dollars (\$1,000.00) per month. Said rent shall reference the Property and be paid directly to:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attention: Finance Director

2. Notice to the Lessor. Notice to the Lessor under the Lease Agreement shall be provided at the following address:

South Pasadena Housing Authority
1414 Mission Street
South Pasadena, CA 91030
Attention: Executive Director

3. Remaining Provisions. Except as provided in this Amendment, the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

Lessee:

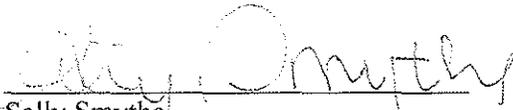
Lessor:

South Pasadena Housing Authority



Stephen Godwin

Sergio Gonzalez, Executive Director



Sally Smythe

Approved as to form:

Richard L. Adams II, City Attorney

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ATTACHMENT 2
Lease Agreement for
1503-1507 El Centro Street,
November 15, 2009

LEASE AGREEMENT

THIS LEASE (the "Lease") is made and entered into this 15 day of November, 2009, by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SOUTH PASADENA, a public body, corporate and politic, ("LESSOR") and STEPHEN AND SALLY GODWIN, individuals, jointly and separately, as husband and wife ("LESSEE").

RECITALS

WHEREAS, LESSOR is the owner of that certain real property located 1503 and 1507 El Centro, in the City of South Pasadena, Los Angeles County, State of California, which is improved with a building, known as the "nursery" building (the entirety of LESSOR's property and the aforementioned improvement is referred to hereinafter as the "Property");;

WHEREAS, LESSOR has acquired the Property, and all entitlements thereon, for the purpose of facilitating the redevelopment and revitalization of the downtown project area, prior to the commencement of this LEASE;

WHEREAS, LESSOR may use the Property for redevelopment purposes such as demolition and reconstruction which will require LESSEE to move from the Property;

WHEREAS, it is anticipated that said redevelopment project will be commencing within the next three years; and

WHEREAS, LESSEE understands that the herein LEASE is temporary in nature and desires to lease the Property for the interim period until it is required for the aforementioned redevelopment project.

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1. The Property. As previously stated, LESSOR owns certain real property located 1503-1507 El Centro, City of South Pasadena (the "City"), County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof and which is hereinafter called the "Property."

For and in consideration of the payment of rent and the performance of all the covenants and conditions of this LEASE, LESSOR hereby leases to LESSEE and LESSEE hereby lease from LESSOR, the Property, for the term set forth herein.

SECTION 2. Term. Unless terminated earlier in accordance with the provisions of this LEASE, the term of this LEASE shall be for approximately twenty four months, commencing on November 5, 2009 (Commencement Date) and expiring on October 31, 2011. Either party may terminate this lease, with or without cause, with a written ninety (90) day notice of termination to the other party.

SECTION 3. Rent Payments. Rent in the amount of One thousand, five hundred dollars (\$1,500.00) per month, shall be due and payable in advance on the 5th day of each. Said rent shall be paid directly to:

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

Attention: Finance Director

SECTION 4. Security Deposit. As security for the full performance and observance of the provisions of this Lease, Lessee shall, prior to or simultaneously with the payment of the first month's rent, deliver to Lessor a deposit of cash or certified check, in form satisfactory to Lessor, in the amount of One thousand Five Hundred Dollars (\$1,500).

If Lessee shall default in the performance of any of the provisions of this Lease, Lessor may use, apply or retain the whole or any part of the security deposit (1) to the extent of any sum due to Lessor, or (2) to make any required payment on Lessee' behalf, or (3) to compensate Lessor for any expense or damage caused by Lessee' default. Upon demand of Lessor, Tenant shall promptly restore the security deposit to the full amount required by this Section 4.

Upon the termination of the Lease as provided herein and not as a result of Lessee' default, the Deposit shall be immediately returned to the Lessee less any amounts retained by the Lessor as authorized herein.

SECTION 5. Taxes and Assessments. LESSEE shall be solely responsible to pay any possessory real property tax or other tax assessed by the Los Angeles County Tax Collector as a result of LESSEE possession and use of the Property.

SECTION 6. Use and Maintenance of Property. The Property shall be used exclusively as a performing arts studio, with associated public performances, and for no other purposes whatsoever without the prior written approval of LESSOR.

There shall be no construction upon or alteration of the Property, except as specifically authorized in writing by the LESSOR.

LESSEE agrees that in connection with the use of the Property, they will maintain the Property in a manner comparable to other commercial property in the immediate downtown area. Specifically, LESSEE shall not permit any of their agents or invitees to:

- a) Cause or permit obnoxious odors to emanate or be dispelled from the premises; or
- b) Permit undue accumulations of garbage, trash, rubbish or any other refuse; or
- c) Create, cause, maintain or permit any nuisance in, or about the Property; or

- d) Commit or suffer to be committed any waste in, on or about the Property; or
- e) Use or allow the Property to be used for any unlawful purpose, or for any purpose which violates the terms of any recorded instrument affecting the Property; or
- f) Cause or permit any insurance coverage on the Property or the improvements thereon to become void or voidable to make it impossible to obtain any required insurance at commercially feasible rates; or
- g) Cause or permit any damage to the Property or the improvements thereon or to any adjacent public or private property; or
- h) Suffer or permit any dangerous condition to be created, exist or continue on the Property, and shall not permit, cause or engage in, or permit any other party to engage in any activity on the Property that violates any federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste; or
- i) Violate any law, ordinance or regulation applicable to the Property and the improvements thereon.

SECTION 7. Nondiscrimination Covenants. The LESSEE herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this LEASE is made and accepted subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, disability, ancestry or national origin in the use, occupancy, tenure or enjoyment of the Property herein leased, nor shall the LESSEE itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the use or occupancy of LESSEE, LESSEES, subLessee, sublessees, or vendees in the Property herein leased.”

SECTION 8. Maintenance Standards. LESSEE shall be fully responsible for the repair and maintenance of all of the improvements and landscaping on the Property, and shall maintain or cause to be maintained such improvements and landscaping in good order, condition and repair.

SECTION 9. Utilities. LESSEE shall pay when due and shall hold LESSOR harmless from any liability for all charges for water, gas, sewage, electricity, telephone and other utility service supplied to the Property.

SECTION 10. Insurance and Indemnity.

a. **Indemnity.** LESSEE agree to indemnify, defend and hold harmless LESSOR, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited

to, bodily injury, death, personal injury or property damage arising from or connected with LESSEE' use of the Property hereunder.

b. **Insurance.** LESSEE at its expense at all times during the term of this LEASE and any other period of occupancy of the Property by LESSEE shall obtain and keep in force with respect to the Property general public liability insurance in form customarily written for the protection of owners, landlords, and tenants of real estate, with LESSOR, and LESSEE as named insureds, which insurance shall provide coverage of not less than \$1,000,000 for each occurrence of bodily injury or property damage. LESSEE also shall carry such personal injury and special liability insurance coverages, including but not limited to premises-operations, products and professional liability coverages as may be customary or appropriate with respect to LESSEE's business or as LESSOR reasonably may require and shall include LESSOR as a named insured thereof. LESSEE understands and acknowledges that the insurance that LESSOR obtains and keeps in force will not cover any of LESSEE's property, including but not limited to leasehold improvements. All policies of insurance required to be carried by LESSEE hereunder shall provide that they may not be canceled without at least thirty (30) days prior written notice to LESSOR. Prior to LESSEE's taking possession of the Property, LESSEE shall furnish to LESSOR appropriate certificates evidencing that such insurance is in force and that LESSOR is named as an insured thereunder.

SECTION 11. Damage or Destruction. No loss or damage by fire or any other cause resulting in either partial or total destruction of any improvements now or hereafter located on the Property, shall (except as otherwise provided in this LEASE) operate to terminate this LEASE or to relieve or discharge LESSEE from the payment of any rent, or other amounts payable hereunder, as and when they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained to be performed and observed by LESSEE.

The provisions of this Section 11 shall govern the rights of the parties in the event of any full or partial destruction of the Property.

In event of any damage or destruction, LESSEE shall promptly give LESSOR written notice of such damage or destruction and the date on which such damage or destruction occurred. LESSEE shall promptly make proof of loss and shall proceed promptly to collect, or cause to be collected, all valid claims which LESSEE may have against insurers or others based upon any such damage or destruction. Except as otherwise provided below, amounts received on account of any losses pursuant to insurance policies shall be used and expended for the purpose of fully repairing or reconstructing the portions of the improvements on the Property which have been destroyed or damaged.

SECTION 12. Assignment and Subletting. LESSEE shall not have the right to assign or sublease LESSEE' interest in this LEASE, unless expressly approved in writing by the LESSOR, prior to such proposed assignment or subletting.

SECTION 13. Lessee' Default, Lessor's Remedies and Termination For Cause.

Any of the following occurrences shall constitute a default under this Lease:

- (1) LESSEE failure to pay any rent for more than five (5) days after the fifth of each successive month;
- (2) LESSEE failure to pay any other sum due pursuant to this lease within ten (10) days after Notice to Pay or Quit from LESSOR to make such payment;
- (3) Except as set forth in this LEASE, LESSEE failure to keep and perform any of the other covenants or agreements herein contained, and if the failure continues for thirty (30) days after written notice thereof from LESSOR to LESSEE (or in the case of any failure which results in a condition of the Property which is hazardous to life, within seventy-two (72) hours after written notice thereof) specifying the particulars of the failure; provided that if the failure is of a nature that curing the failure will take more than thirty (30) days, (or in the case of a hazardous to life, seventy-two (72) hours) LESSEE fail to commence such cure within such thirty (30) days (or seventy-two (72) hours) and complete of such cure within ninety (90) days (or 144 hours);
- (4) LESSEE assign (whether or not such assignment is deemed to be effective) this LEASE (or any rights herein), or sublease the whole or any part of the Property in violation of this LEASE; or
- (5) LESSEE abandon or vacate the Property, or any substantial portion thereof, for a period of thirty (30) days at any one time after written notice from the City Manager calling attention to such abandonment, except when prevented by any of the causes described in this LEASE; provided, that LESSEE shall return to and resume continuous possession at the earliest date possible after occurrence of such event; or
- (6) LESSEE failure to maintain and/or replace within a reasonable period of time, not to exceed thirty (30) days, the security deposit as set forth in this LEASE.

Upon the occurrence of any such default, in addition to any and all other rights or remedies of LESSOR hereunder, or by law or in equity provided, LESSOR, at its sole discretion, may terminate this LEASE by giving LESSEE Notice of Termination. On the giving of the notice, all LESSEE' rights in the Property and in all improvements thereon shall terminate. Promptly after notice of termination, LESSEE shall surrender and vacate the Property and all improvements in good repair and condition subject to reasonable wear and tear; and, subject to the provisions of this LEASE, LESSOR may reenter and take possession of the Property and all improvements and eject any or all parties in possession. Termination under this paragraph shall not relieve LESSEE from the payment of any sum then due to LESSOR or from any claim for damages previously accrued or then accruing against LESSEE.

SECTION 14. Damages.

If LESSOR elects to terminate this LEASE, LESSOR shall be entitled to recover from LESSEE, as damages:

- (a) The worth at the time of the award of the unpaid rent, taxes, insurance and utility charges had been earned at the time of termination of this LEASE;

- (b) The worth at the time of the award of the amount by which the unpaid rent, taxes, insurance, and utility charges would have been earned after the date of termination of this LEASE until the time of award exceeds the amount of the loss of rent LESSEE prove could have been reasonably avoided;
- (c) The worth at the time of the award of the amount by which the unpaid rent, taxes, insurance, and utility charges for the balance of the term of this LEASE after the time of award exceeds the amount of the loss of rent LESSEE prove could have been reasonably avoided; and
- (d) Any other amount (and court costs) necessary to compensate LESSOR for all detriment proximately caused by LESSEE' default, including, without limitation, costs of alterations and commissions in connection with reletting.

The "worth at the time of the award," as used in subsections (a), (b), (c) and (d) above, is to be computed by allowing interest at the maximum rate allowed by law.

SECTION 15. Alterations by Lessee. LESSEE, at its expense, during the term of this LEASE may make such non-structural alterations to the interior of the improvement located on the Property (hereinafter referred to as "Improvement") and repairs and improvements to the structure as it deems appropriate; provided that (i) the structural integrity of the Improvement is not thereby adversely affected or diminished, (ii) the value of the Improvement is not thereby diminished. In all other instances LESSEE shall secure the prior written approval of LESSOR before making any alterations, which consent may be conditioned on the furnishing by LESSEE of a bond of a surety company reasonably acceptable to LESSOR. In all cases LESSEE must obtain LESSOR's written consent before making any installations on the roof of the Improvement or any roof penetrations for the purpose of installing vents, exhaust fans, or similar devices to serve the Improvement or for any other purpose. All such alterations shall be completed in a good and workmanlike manner with first-class materials and workmanship. LESSEE shall make no additions or alterations whatsoever to the exterior of the Improvement without the prior written consent of LESSOR.

SECTION 16. Notice and Waiver Regarding Redevelopment, Relocation, Goodwill, Property Interest and Condemnation. LESSEE is advised that LESSOR is a California Redevelopment Agency, and that the leased Property was acquired by LESSOR for redevelopment purposes prior to the commencement of this LEASE. LESSEE understands and acknowledges that LESSOR may use the Property for redevelopment purposes such as demolition and reconstruction which requires LESSEE to move from the Property. LESSEE understands and acknowledges that LESSEE's lease of the Premises is temporary in nature, and that either LESSOR or LESSEE may terminate this Lease by giving the other party 90 days prior written notice of termination of the LEASE.

LESSOR knowingly and voluntarily acknowledges and agrees that upon its vacation of the Property at the end of the LEASE term, upon the sooner termination thereof, or vacation, of the

Property under any other circumstances, in no event shall LESSEE be entitled or shall LESSOR or the City of South Pasadena be required to provide any relocation benefits, compensation for loss of goodwill, or assistance under any applicable federal, state, or local laws or regulations including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 *et seq.* Further, LESSEE being fully informed of any and all of its rights and obligations and all laws and regulations (including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 *et seq.*) in connection therewith fully waives, releases and rejects any and all relocation assistance and benefits relating to or in any respect connected with LESSEE vacating the Property.

Further, LESSEE knowingly and voluntarily acknowledges and agrees that upon its vacation of the Property at the end of the lease term, upon the sooner termination thereof, or vacation, of the Property under any other circumstances, in no event shall LESSEE be entitled or shall LESSOR or the City of South Pasadena be required to provide any compensation or consideration to LESSEE for the leasehold interest of LESSEE, improvements pertaining to realty, personal property, fixtures and equipment, pre-condemnation damages, severance damages or interest and litigation expenses. Upon vacation of the Property or termination of the LEASE, LESSEE knowingly waives and surrenders any claims or rights to the leasehold interest, improvements pertaining to realty, personal property, fixtures and equipment, pre-condemnation damages, severance damages or interest and litigation expenses.

SECTION 17. Miscellaneous.

Holding Over

If LESSEE has not been served with a notice of termination and desires to continue its tenancy beyond the expiration of the term specified in Section 2 herein, said tenancy shall automatically convert to a hold over month-to-month tenancy. Such holding over shall be construed to be a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease. Either party may terminate the lease on or after the expiration date by giving the other a thirty (30) days written notice. The rent shall be increased by five (5%) commencing on the first month of the hold over period and may be increased thereafter by LESSOR with a thirty (30) day written notice.

Attorneys' Fees

In the event any action or arbitration is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies in or under this LEASE or for the breach of any covenant or condition of this LEASE, then, and in that event, the prevailing party shall be entitled to recover, and the other party agrees to pay all fees and costs to be fixed by the court or arbitrator therein including, but not limited to, attorneys' fees.

Quiet Possession

LESSOR agrees LESSEE, so long as LESSEE are not in default under this LEASE and are paying the rent and other sums and performing the covenants and conditions of this LEASE, shall quietly have, hold and enjoy the Property throughout the term hereof without interruption or disturbance from LESSOR or any other persons claiming by, through or under LESSOR; and

LESSOR warrants to LESSEE that as of the Commencement Date, there are no existing tenancies on the Property.

Force Majeure

Except as to the payment of rent or other monetary sums due hereunder, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount, and performance hereunder by either party shall not be deemed to be in default for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or the public enemy, action or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes, lockouts, litigation, or any other cause whether similar or dissimilar to the foregoing which is beyond the control of such parties and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this LEASE.

Notices

Any notice to be given or other document to be delivered by either party to the other hereunder shall be in writing and delivered to either party by personal delivery or by depositing same in the United States mail, duly certified, with postage thereon fully prepaid and addressed to the party for whom intended, as follows:

Lessor: Community Redevelopment Agency of the City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Attention: Executive Director

Lessee: Stephen Godwin and Sally Smythe
"Actor's Space Conservatory"
2045 Primrose Ave.
South Pasadena, CA 91030
Phone: 626-403-6539

LESSOR may from time to time by written notice to the other party designate a different address, which shall be substituted for the one above specified. Notices shall be effective when received. Any notice or other document sent by certified mail, as aforesaid, shall be deemed received seventy-two (72) hours after the mailing thereof, as above provided. Notices or other documents sent by personal delivery shall be deemed received on the date of such delivery.

Waiver

Any waiver by LESSOR of any breach of any one or more of the covenants, conditions, terms and agreements of this LEASE shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement of this LEASE, nor shall failure on the part of LESSOR to require exact, full and complete compliance with any of the covenants, conditions, terms and agreements of this LEASE be construed as in any manner changing the terms hereof or estopping LESSOR from enforcing the full provisions hereof, nor

shall the terms of this LEASE be changed or altered in any manner whatsoever other than by written agreement of LESSOR and LESSEE.

No delay, failure or omission of LESSOR to reenter the Property or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege or option to be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. No notice to LESSEE shall be required to restore or revive "time of the essence" after the waiver by LESSOR of any default. No option, right, power, remedy or privilege of LESSOR shall be construed as being exhausted by the exercise thereof in one or more instance.

Surrender

Upon the expiration or sooner termination of the term of this LEASE, and notwithstanding anything herein contained to the contrary, LESSEE shall surrender to LESSOR all and singular the Property, together with the improvements then situated thereon, in good condition and repair, except for reasonable wear and tear.

Binding

Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants and conditions of this LEASE shall extend to and be binding on and shall inure to the benefit of not only LESSOR and LESSEE, but to each of their respective heirs, administrators, executors, successors and assigns. Whenever in this LEASE reference is made to either LESSOR or LESSEE, the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of such parties, the same as if in every case expressed.

Lessor's Right to Enter Premises

LESSOR and its authorized representatives shall have the right to enter the Property at all reasonable times, after giving LESSEE three (3) business days prior written notice, for any of the following purposes: to determine whether the Property is in good condition and whether LESSEE are complying with their obligations under this LEASE; to do any necessary maintenance and to make any restoration to the Property that LESSOR has the right or obligation to perform; to serve, post or keep posted any notices required or allowed under the provisions of this LEASE; to post "for sale" signs at any time during the term, so long as such signs make it clear at first impression it is LESSOR's interest alone that is for sale; to post "for rent" or "for lease" signs during the last two (2) months of the term, or during any period while LESSEE are in default or holding over the Property; to show the Property to prospective developers, buyers, or persons interested in a development which includes the Property to implement the Redevelopment Plan at any time during the term; and to do any act or thing necessary for the safety or preservation of the Property.

LESSOR shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of LESSOR's entry on the Property as provided in this Section other than those caused by LESSOR's gross negligence or willful misconduct.

LESSEE shall not be entitled to an abatement or reduction of rent if LESSOR exercises any rights reserved in this Section.

Covenants and Conditions

Each term and each provision, including, without limitation, the obligation for the payment of rent, to be performed by LESSEE or LESSOR, as the case may be, shall be construed to be both a covenant and a condition of this LEASE.

Integration

This LEASE, together with the exhibits and documents incorporated by reference, constitutes the entire agreement between the parties and there are no conditions, representations or agreements regarding the matters covered by this LEASE, which are not expressed herein. All parties agree no party retains any rights or obligations under any previous agreement(s) between the LESSOR and LESSEE regarding the property and LESSEE hereby rescind and waive such agreement(s).

Lessor's Right to Sell

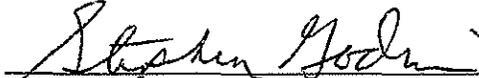
LESSOR shall have the right to sell its fee estate in the Property and assign its interest in this LEASE without limitation; provided, however, that any such sale shall be subject to this LEASE.

Approvals

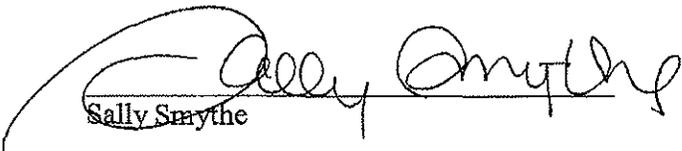
Wherever a consent or approval is required by a party under this LEASE such consent or approval shall not be unreasonably withheld, except where such consent or approval is in the sole discretion of such party. No consent or approval shall be unreasonably delayed.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

LESSEE:



Stephen Godwin



Sally Smythe

LESSOR:

COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF SOUTH PASADENA, CALIFORNIA

By:



John Davidson, Executive Director

APPROVED AS TO FORM:
JONES & MAYER

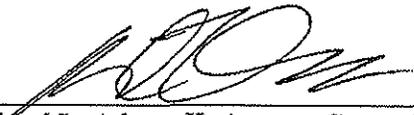
By: 
Richard L. Adams II, Agency Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: 5315-003-036 (NURSERY LOT)

THE WEST 70 FEET OF LOTS 5 AND 6 IN BLOCK "C" OF THE RAYMOND TRACT VILLA TRACT NO. 1, IN THE CITY OF SOUTH PASADENA, AS PER MAP RECORDED IN BOOK 1 PAGE 91 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: 5315-003-037 (NURSERY LOT)

THE WEST 46 FEET OF THE EAST 92 FEET OF LOTS 5 AND 6, IN BLOCK "C" OF THE RAYMOND TRACT VILLA TRACT NO. 1, IN THE CITY OF SOUTH PASADENA, AS PER MAP RECORDED IN BOOK 1 PAGE 91 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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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 Membe.*

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

COUNCIL AGENDA: July 16, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Paul Riddle, Deputy Fire Chief 
SUBJECT: **Confirmation of the Charges Assessed by the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures Weed Abatement Division for Weed Clearance on Respective Parcels of Land of Unimproved Private Properties Constituting a Fire Hazard**

Recommendation

It is recommended that the City Council conduct a hearing to hear any objections or protests from property owners related to the cost of abating the seasonal growth of hazardous weeds to prevent the spread of uncontrolled fires and confirm the weed clearance charges.

Fiscal Impact

The City incurs no financial liability for inspecting or abating brush and vegetation fire hazards on the designated private property. Property owners who elect not to abate vegetation fire hazards are assessed fees through the County of Los Angeles for inspection and abatement costs.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Approximately 100 South Pasadena property owners were notified by the Los Angeles County Department of Agriculture that the seasonal growth of brush and weeds on their unimproved property constitutes a fire hazard and needs to be abated. These potentially hazardous conditions need to be abated voluntarily or the County will abate them and assess the property owner for abatement costs according to the attached table of charges. Costs of abatement are added to the parcel owner's annual property tax assessment. Each property owner is mailed a notice of the charges, which includes information on the date and time of the protest hearing.

Analysis

The vegetation management program offered through the County of Los Angeles is an efficient and effective method to mitigate the fire hazards associated with the annual growth of grass,

Confirmation of Charges Hearing
July 16, 2014
Page 2 of 2

brush, and native vegetation. Fire Department staff works closely with the Agricultural Commissioner's office to respond to citizen questions relating to brush clearance and hazard abatement procedures.

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: 2013-2014 Report on the cost of weed abatement

Weed Abatement - Confirmation of Charges Hearing
July 16, 2014
Page 2 of 2

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Attachment: 2013-2014 Report on the cost of weed abatement



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

*Department of
Agricultural Commissioner/
Weights and Measures*

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

July 2, 2014

The Honorable City Council
City of South Pasadena
1414 Mission St.
South Pasadena, CA 91030

Council Members:

2013-2014 REPORT ON THE COST OF WEED ABATEMENT

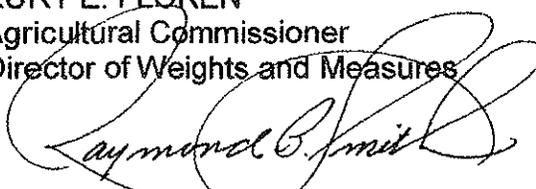
Pursuant to State law, a report on the cost of weed abatement (enclosed) is being submitted to your Honorable Body for confirmation, by motion or resolution, on the 16th day of July, 2014 at the hour of 7:30 p.m. A copy of the report must be posted on or near the chamber door of the City Council at least three days prior to its submission to your Honorable Body, with a notice of the time of submission.

It is my recommendation that your Honorable Body confirm these charges.

After your Honorable Body confirms the weed abatement charges, please send a copy of the confirmation to our Weed Abatement Division at the above address.

Respectfully yours,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures


RAYMOND B. SMITH
Deputy Director/Bureau Chief
Weed Hazard and Pest Management Bureau

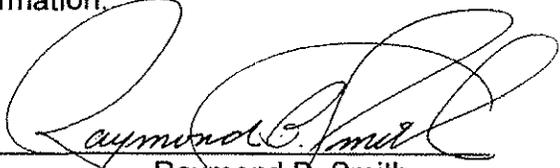
KEF:RKI:RBS:jb

Enclosures

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS
)
CITY OF SOUTH PASADENA)

Raymond B. Smith, Deputy Director, Agricultural Commissioner/Weights and Measures, Weed Abatement Division of the Agricultural Commissioner/Weights and Measures office, of the County of Los Angeles, first being sworn, on oath states:

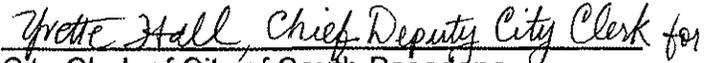
That on or before the 9th day of July, 2014, he posted or caused to be posted, on or near the chamber door of the City Council of the City of South Pasadena, a copy of his report of the cost of noxious weed abatement on each and all of the properties described in the list hereto attached, of which the annexed is a true copy thereof, setting the 16th day of July, 2014, as the date upon which said report is to be submitted to the City Council of the City of South Pasadena for confirmation.



Raymond B. Smith

SUBSCRIBED AND SWORN TO BEFORE ME

9th day of July, 2014



City Clerk of City of South Pasadena
State of California

REPORT ON THE COST OF WEED ABATEMENT

TO THE CITY COUNCIL OF
THE CITY OF SOUTH PASADENA

Council Member:

Pursuant to an order heretofore made by your Honorable Body instructing this Department to abate noxious or dangerous weeds and rubbish under the provisions of the Government Code, we respectfully submit the following report on the cost of abating such noxious weeds on each separate lot or parcel of land, showing the cost of removing such weeds on each separate lot or parcel of land, or in front thereof, or both, to-wit:

(see attached)

July 16, 2014

The foregoing report was submitted to the City Council of the City of South Pasadena on the 16th day of July, 2014, for confirmation and was with all objections thereto duly received and considered, and was by said City Council confirmed, and the County Auditor is hereby ordered and instructed to enter the amounts of the respective assessment against the respective parcels of land as they appear on the current assessment roll.

CITY COUNCIL OF THE
CITY OF SOUTH PASADENA

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF SOUTH PASADENA
WEED ABATEMENT CHARGES

JULY 2, 2014

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
F	5308	002	064	06	654	\$42.32
F	5308	002	070	06	654	\$42.32
F	5308	002	072	06	654	\$42.32
F	5308	020	027	06	654	\$42.32
F	5308	021	001	06	654	\$42.32
F	5308	022	002	06	654	\$42.32
F	5308	022	003	06	654	\$42.32
F	5308	022	004	06	654	\$42.32
F	5308	022	005	06	654	\$42.32
F	5308	022	009	06	654	\$42.32
F	5308	023	004	06	654	\$598.36
F	5308	023	007	06	654	\$42.32
F	5308	023	015	06	654	\$42.32
F	5308	024	017	06	654	\$42.32
F	5308	024	034	06	654	\$973.46
F	5308	025	027	06	654	\$525.76
F	5308	027	007	06	654	\$761.71
F	5308	027	008	06	654	\$761.71
F	5308	027	016	06	654	\$1,215.46
F	5308	027	017	06	654	\$761.71
F	5308	027	018	06	654	\$761.71
F	5308	027	019	06	654	\$761.71
F	5308	027	020	06	654	\$761.71
F	5308	027	043	06	654	\$961.36
F	5308	027	044	06	654	\$1,257.81
F	5308	031	001	06	654	\$574.16
F	5308	031	039	06	654	\$804.06
F	5308	031	040	06	654	\$773.81
F	5308	031	041	06	654	\$743.56
F	5308	031	042	06	654	\$828.26
F	5308	032	006	06	654	\$42.32
F	5308	032	009	06	654	\$42.32
F	5308	032	012	06	654	\$42.32
F	5308	032	043	06	654	\$42.32
F	5308	034	002	06	654	\$42.32
F	5308	034	003	06	654	\$42.32
F	5310	021	009	06	654	\$453.16
F	5310	022	003	06	654	\$42.32
F	5310	022	013	06	654	\$42.32
F	5310	026	003	06	654	\$42.32
F	5310	026	010	06	654	\$42.32
F	5310	026	011	06	654	\$42.32
F	5310	029	007	06	654	\$42.32
F	5311	001	018	06	654	\$42.32
F	5311	007	019	06	654	\$42.32
F	5311	008	033	06	654	\$42.32
F	5311	008	039	06	654	\$749.61
F	5311	009	055	06	654	\$42.32
F	5311	009	056	06	654	\$42.32

CITY OF SOUTH PASADENA
WEED ABATEMENT CHARGES

JULY 2, 2014

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
F	5311	009	057	06	654	\$42.32
F	5311	009	058	06	654	\$42.32
F	5311	010	010	06	654	\$42.32
F	5311	010	012	06	654	\$42.32
F	5311	010	015	06	654	\$42.32
F	5311	010	022	06	654	\$42.32
F	5311	010	027	06	654	\$42.32
F	5311	010	028	06	654	\$42.32
F	5311	010	029	06	654	\$42.32
F	5311	010	030	06	654	\$42.32
F	5311	011	048	06	654	\$42.32
F	5311	014	042	06	654	\$882.71
F	5311	014	043	06	654	\$42.32
F	5311	014	046	06	654	\$42.32
F	5311	014	048	06	654	\$42.32
F	5311	015	005	06	654	\$42.32
F	5311	015	006	06	654	\$42.32
F	5311	015	022	06	654	\$42.32
F	5311	015	023	06	654	\$42.32
F	5311	017	020	06	654	\$42.32
F	5311	017	021	06	654	\$42.32
F	5312	002	005	06	654	\$42.32
F	5312	002	007	06	654	\$580.21
F	5312	002	008	06	654	\$42.32
F	5312	002	009	06	654	\$658.86
F	5312	002	025	06	654	\$549.96
F	5312	016	014	06	654	\$42.32
F	5312	016	015	06	654	\$42.32
F	5312	016	016	06	654	\$42.32
F	5312	016	017	06	654	\$42.32
F	5312	017	025	06	654	\$42.32
F	5312	017	042	06	654	\$1,142.86
F	5312	017	043	06	654	\$1,021.86
F	5312	017	044	06	654	\$42.32
F	5312	017	049	06	654	\$1,161.01
F	5312	020	012	06	654	\$42.32
F	5312	020	022	06	654	\$42.32
F	5314	005	017	06	654	\$1,227.56
F	5314	005	021	06	654	\$1,154.96
F	5314	005	045	06	654	\$42.32
F	5314	006	005	06	654	\$42.32
F	5314	007	017	06	654	\$42.32
F	5314	008	013	06	654	\$42.32
F	5314	008	014	06	654	\$610.46
F	5314	018	010	06	654	\$42.32
F	5314	026	050	06	654	\$42.32
F	5315	018	063	06	654	\$42.32
F	5317	018	004	06	654	\$42.32
F	5317	022	004	06	654	\$42.32

CITY OF SOUTH PASADENA
WEED ABATEMENT CHARGES

JULY 2, 2014

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	TOTAL CHARGES
F	5317	026	003	06	654	\$42.32
F	5319	038	003	06	654	\$42.32
TOTAL IMPROVED PARCELS =			0	TOTAL CHARGES		\$0.00
TOTAL UNIMPROVED PARCELS =			29	TOTAL CHARGES		\$24,019.54
TOTAL INSPECTION FEE ONLY PCLS =			71	TOTAL CHARGES		\$3,004.72
TOTAL PARCELS			100	TOTAL CHARGES		\$27,024.26

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

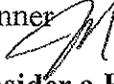
Marina Khubesrian, M.D., Mayor/Authority Chair
Robert S. Joe, Mayor Pro Tem/Authority Vice Chair
Michael A. Cacciotti, Council/Authority Member
Diana Mahmud, Council/Authority Member
Richard D. Schneider, M.D., Council/Authority Member

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

COUNCIL AGENDA: July 16, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: David G. Watkins, AICP, Planning & Building Director 
John Mayer, Senior Planner 

SUBJECT: **Public Hearing to Consider a Resolution Finding the City of South Pasadena to be in Conformance with the Congestion Management Program (CMP) and Adopting the CMP Local Development Report**

Recommendation

It is recommended that the City Council open the public hearing, consider public testimony, then adopt the resolution and Local Development Report (LDR) as required by State law.

Fiscal Impact

By complying with the Congestion Management Program (CMP), the City of South Pasadena (City) will continue to receive all State gas tax funds and all state and federal transportation programming funds to which it is entitled.

Commission Review and Recommendation

This matter is an administrative requirement by the Metropolitan Transportation Authority (Metro) and requires no Commission review.

Background

The CMP is a state mandated program that went into effect with the passage of Proposition 111 in 1990. Proposition 111 increased gas taxes in order to fund a variety of transportation improvements throughout the state. In Los Angeles (LA) County, Metro serves as the Congestion Management Agency, and it must prepare an annual CMP.

In order to determine whether cities within LA County are in conformance with Metro's CMP requirements, city councils need to submit a conformance report by September 1 of each year. The reporting period begins June 1 of the prior year, through May 31 of the current year.

The MTA requires the City to comply with the following five actions:

1. Adopt and implement a transportation demand management ordinance;
2. Adopt and implement a program to analyze the impacts of local land use decisions on the regional transportation system;
3. Biannually (on odd numbered years) provide traffic count data on CMP highway routes within the city;
4. Annually prepare a Local Development Report providing information on development activity and the implementation of transportation improvements; and
5. Annually adopt a resolution to self-certify conformance with all CMP provisions.

Annual CMP conformance is required to receive state gas tax (Streets and Highways Code Section 2105) funds, and to preserve the City's eligibility for other state and federal transportation dollars. The City is in compliance with, and does not need to take any action on, requirements 1, 2, and 3 above. The CMP traffic counts were submitted last year and Metro confirmed that they were successfully reported. The attached LDR and resolution will complete the City's annual CMP requirements (items 4 and 5 above) for 2014.

Analysis

Annual CMP reporting requires the County and each city in LA County to show that the implementation of transportation improvements (capital and/or operating) is keeping pace with development activity. Development activity is measured by the number and type of residential, commercial, and institutional building permits issued in any given year. To track this activity, the MTA has established a system of CMP debits and credits. Each city has a starting number of credits. Residential, commercial, and other development activity results in debits (subtractions) from the city's credit balance. The implementation of transportation improvements results in added credits to the city's balance.

Each city is required to maintain a positive CMP credit balance. South Pasadena's positive credit balance is 2,194. Until the MTA makes a decision about possibly adopting a countywide impact fee to meet the CMP Deficiency Plan requirements, credit balances for all LA county cities remains "frozen". No new credits will be earned by LA County cities until the MTA makes that decision.

Although cities do not have to report their transportation improvement strategies for the 2013-2014 cycle, they must continue to report on new, net development activity on an annual basis. The attached LDR shows the following development permits or activities within the City during the 2013-2014 CMP reporting period:

Local Development Report (LDR) Summary

Net New Dwelling Units	4
New Multi-Family Dwelling Units	0
New Commercial Buildings (large or small)	0
Non-Retail Development Activity, Lodging (1,000 s.f.)	0
Exempted Development (near rail stations)	0

Building permits were issued for the following new dwelling units: 1915 Illinois Drive, 1331 Indiana Avenue, 115 Peterson Avenue, and 879 Oneonta Drive. The Local Development Report may be found as an exhibit to the attached CMP resolution.

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. A public hearing notice was advertised in the Pasadena Star News on July 3, 2014.

Attachment: CMP Resolution with Local Development Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SOUTH PASADENA, CALIFORNIA,
FINDING THE CITY TO BE IN CONFORMANCE WITH
THE CONGESTION MANAGEMENT PROGRAM (CMP)
AND ADOPTING THE CMP LOCAL DEVELOPMENT
REPORT IN ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE SECTION 65089**

WHEREAS, the Congestion Management Program (CMP) statute requires the Los Angeles County Metropolitan Transportation Authority ("Metro"), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements; and

WHEREAS, Metro requires submittal of the CMP Local Development Report by September 1 of each year; and

WHEREAS, the City Council held a noticed public hearing on July 16, 2014.

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

SECTION 1. That the City has taken all of the following actions, and that the City is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010, for the reporting period of June 1, 2013, to May 31, 2014.

By June 15 of odd-numbered years, the City will conduct annual traffic counts and calculated levels of service for selected arterial intersections, consistent with the requirements identified in the CMP Highway and Roadway System chapter.

The City has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.

The City has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.

The City has adopted a Local Development Report, attached hereto as Exhibit A and

made a part hereof, consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City with transportation improvements, and demonstrates that the City is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2003 Short Range Transportation Plan.

SECTION 2. 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 16th 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 16th day of July, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

CITY OF SOUTH PASADENA
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: July 1, 2014

Contact: SECIL DUMAN
 Phone Number: (626) 403-7224

**CONGESTION MANAGEMENT PROGRAM
 FOR LOS ANGELES COUNTY**

2014 DEFICIENCY PLAN SUMMARY

*** IMPORTANT: All "#value!" cells on this page are automatically calculated.
 Please do not enter data in these cells.**

DEVELOPMENT TOTALS

RESIDENTIAL DEVELOPMENT ACTIVITY

Dwelling Units

Single Family Residential	4.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Daily Trips

ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

EXEMPTED DEVELOPMENT TOTALS

Exempted Dwelling Units	0
Exempted Non-residential sq. ft. (in 1,000s)	0

2. Net square feet is the difference between new development and adjustments entered on pages 2 and 3.

CITY OF SOUTH PASADENA
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: July 1, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 1: NEW DEVELOPMENT ACTIVITY

RESIDENTIAL DEVELOPMENT ACTIVITY

Category	Dwelling Units
Single Family Residential	5.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

CITY OF SOUTH PASADENA

Date Prepared: July 1, 2014

2014 CMP Local Development Report

Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 2: NEW DEVELOPMENT ADJUSTMENTS

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

RESIDENTIAL DEVELOPMENT ADJUSTMENTS

Category	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

0

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

CITY OF SOUTH PASADENA
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: July 1, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 3: EXEMPTED DEVELOPMENT ACTIVITY
(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)

Low/Very Low Income Housing	0	Dwelling Units
High Density Residential Near Rail Stations	0	Dwelling Units
Mixed Use Developments Near Rail Stations	0	1,000 Gross Square Feet Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	0	1,000 Gross Square Feet Dwelling Units
Reconstruction of Buildings Damaged due to "calamity"	0	1,000 Gross Square Feet Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	0	1,000 Gross Square Feet Dwelling Units
Total Dwelling Units	0	
Total Non-residential sq. ft. (in 1,000s)	0	

Page 4

Exempted Development Definitions:

1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
 - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
 - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.

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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 16, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: David G. Watkins, AICP, Planning & Building Director 
John Mayer, Senior Planner 

SUBJECT: **First Reading and Introduction of an Ordinance to Amend the South Pasadena Municipal Code Regarding Setback Requirements for Detached Garages and Carports**

Recommendation

It is recommended that the City Council read by title only for first reading, waive further reading, and introduce an ordinance (Attachment 1) that amends South Pasadena Municipal Code (SPMC) Section 36.350.170 (Accessory Residential Structures).

Fiscal Impact

There is no fiscal impact related to the adoption of the proposed ordinance.

Commission Review and Recommendation

This matter was reviewed by the Planning Commission (Commission) on October 28, 2013, February 24, 2014, and June 23, 2014. After considering the City Council's request to review a three foot setback for detached garages and carports, the Commission adopted Resolution No. 14-15 (Attachment 2), which reaffirms its original recommendation to allow a two foot setback.

Background

On March 19, 2014, the City Council considered a Zoning Code Amendment that would allow a two foot side and rear yard setback for detached garages and carports. Architects have previously noted that the Zoning Code's five foot setback requirement often results in an inefficient site plan and "dead space" that cannot be used behind such structures. The five foot setback requirements can sometimes place a detached garage in a location that makes backing out of the space difficult to negotiate.

When the ordinance was introduced at the March 19, 2014 City Council meeting, there was some discussion about whether the recommended setback of two feet might be too narrow a space for maintenance (i.e. painting, or weeding). The ordinance advanced to a second reading on May 7, 2014, at which time the City Council decided to refer it back to the Commission to consider a

three foot setback.

On June 23, 2014, the Commission reviewed the suggested three foot setback. Architects on the Commission expressed concerns that the three foot setback can interfere with one's ability to add on to a home. This is especially prevalent on small developed lots with limited open space to build. Commissioners indicated that structures within five feet of a property line must be constructed of fire resistant materials such as stucco, cement board, etc. Those materials tend to have low maintenance needs. Commissioners believe that the exterior walls of a detached garage can remain aesthetically appealing with the two foot setback. The reduced height limit of nine feet helps mitigate concerns about painting because the two foot setback is wide enough for a small step ladder. The reduced setback is also wide enough to clear weeds in between the structure and property line. The Planning Commission did not receive any written or verbal comments in opposition to the recommended two foot setback; an architect from the Design Review Board spoke in favor of it.

Analysis

The ordinance would reduce the minimum required setbacks for detached garages and carports from five feet to two feet. According to the proposed ordinance, structures with the reduced setbacks would need to comply with certain building and safety code requirements, and there are specific height limits. SPMC Section 36.350.170 specifies the development standards for detached accessory structures. The proposed ordinance would revise SPMC Section 36.350.170(C)(3)(b), pertaining to setbacks and SPMC Section 36.350.170(C)(4), related to height limits.

Setbacks: Detached Structures

The current five foot setback requirement would remain for all accessory structures except detached garages and carports. A new subsection "c" will allow such structures to have a two foot setback provided that they comply with certain building and safety code requirements. Building walls that are less than three feet away from a property line shall have no openings (i.e. windows, doors, vents, etc.) for walls facing a property line. The Building Code also requires that walls are built with one-hour fire resistant materials, and provisions must be made for all water runoff to drain onto the structure's property.

In addition to the side and rear yard setback requirements, the proposed ordinance provides an opportunity to resolve an issue that has hindered the ability to upgrade covered parking requirements on developed hillside lots. The current Zoning Code does not allow accessory structures in "front of the front-most dwelling unit" on a lot. This limitation has prevented some hillside property owners from building a garage or carport on the only available land on a hillside lot, in front of the house. The proposed amendment would make an exception for projects subject to a hillside development permit. According to the proposed ordinance, detached garages and carports may be allowed in front of a house on a hillside lot, but in no case would covered parking be allowed within the ten foot front yard setback.

Setbacks for Detached Garages and Carports

July 16, 2014

Page 3 of 3

Height Limits: Detached Structures

The proposed ordinance would strike paragraph “b” of SPMC Section 36.350.170(C)(4), which limits the height of all accessory residential structures to 15 feet. A new paragraph “b” would specifically outline the height limit and exceptions for garages and carports that are within two to five feet of a property line. In order to control the large appearance of a detached structure, the wall height of a garage is limited to nine feet. The wall would be measured from natural grade, up to the top plate height, which is the point where the top of a wall intersects with the roof. Additional height would be allowed above that point, provided that roof pitch slopes away from a property line and does not intercept an encroachment plane. A diagram is provided in the ordinance to illustrate the encroachment plane and how the height is measured.

The height of a flat roofed garage may rise to ten feet to allow a parapet feature above the roof. A new paragraph “c” limits all other accessory residential structures (with a setback greater than five feet) to 15 feet in height. A maximum height of 22 feet remains available for those structures if the Review Authority finds that the additional height is necessary to achieve a roof pitch that is consistent with the primary house.

Legal Review

The City Attorney has reviewed this item. If the City Council desires to increase the setback reduction from two to three feet, the motion to introduce the ordinance should include an amendment to the effect that all references to the two foot setback be stricken and replaced with three feet. The revised ordinance will include those changes for second reading.

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* on July 3, 2014.

Attachments:

1. Proposed Ordinance
2. P.C. Resolution No. 14-15
3. Planning Commission Minutes, dated 06/22/14 and 02/22/14
4. City Council Minutes, dated 03/19/14 and 05/07/14

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ATTACHMENT 1
Proposed Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
(AMENDING SECTION 36.350.170(C)) OF THE SOUTH
PASADENA MUNICIPAL CODE TO ALLOW REDUCED
SETBACK REQUIREMENTS FOR DETACHED GARAGES AND
CARPORTS PROVIDED CERTAIN REQUIREMENTS ARE MET**

WHEREAS, on September 18, 2002, the South Pasadena City Council (City Council) adopted Ordinance No. 2180, which extensively revised Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC); and

WHEREAS, on September 16, 2009, the City Council adopted Ordinance No. 2190, which made clarifications to the development standards for Accessory Residential Structures and Private Residential Recreational Facilities and corrected certain typographical errors; and

WHEREAS, on October 28, 2013, the Planning Commission adopted P.C. Resolution No.13-35, which declared its intent to consider an amendment to the Zoning Code related to reduced setbacks for garages and carports, finding that the modifications may serve a benefit to the public interest, health, safety, convenience, and general welfare of the City of South Pasadena (City) by allowing property owners to comply with covered parking requirements while resulting in a more efficient site plan and better vehicle maneuverability on developed residential properties; and

WHEREAS, on February 24, 2014, the Planning Commission determined that the proposed Zoning Code amendment would not have a significant impact on the environment and that the environmental determination (Negative Declaration) adopted for the 2002 Zoning Code update encompassed the current amendments as they do not make substantive changes to the adopted Zoning Code; and

WHEREAS, on February 24, 2014, the Planning Commission, pursuant to Zoning Code Section 36.620.050(A), adopted P.C. Resolution 14-08, which made a written recommendation to the City Council to approve the amendment of the Zoning Code that would allow reduced setbacks for garages and carports if certain requirements are met, namely, the amendment would allow a two foot setback from the rear and side yard property lines if the garage or carport complies with certain building and safety requirements and there are specific limits on the height in residential zoning districts of the City; and

WHEREAS, on March 19, 2014, the City Council held a properly noticed public hearing introducing this ordinance for first reading; and

WHEREAS, on May 7, 2014, the City Council unanimously voted to refer the ordinance to the Planning Commission for consideration of a three foot minimum required setback for detached garages and carports; and

WHEREAS, on June 23, 2014, the Planning Commission, pursuant to Zoning Code section 36.620.050(A), adopted P.C. Resolution 14-15, which made a written recommendation to the City Council to approve the amendment of the Zoning Code that would allow reduced setbacks for garages and carports if certain requirements are met, namely, the amendment allows a three foot setback from the rear and side yard property lines if the garage or carport complies with certain building and safety requirements and specific limits on the height in residential zoning districts of the City; and

WHEREAS, on July 16, 2014, the City Council held a properly noticed public hearing introducing this ordinance for first reading.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds that the proposed Zoning Code amendment would not have a significant impact on the environment and that the environmental determination (Negative Declaration) adopted for the 2002 Zoning Code update encompasses the current amendments as they do not make substantive changes to the adopted Code.

SECTION 2. Pursuant to SPMC Section 36.620.070 (Findings and Decision), the City Council hereby finds that the proposed amendments to SPMC Section 36.350.170 is supported by a finding that the modifications may serve a benefit to the public interest, health, safety, convenience, and general welfare of the City, by allowing property owners to comply with covered parking requirements while resulting in a more efficient site plan and better vehicle maneuverability on developed residential properties.

SECTION 3. SPMC Section 36.350.170(C)(3) (Residential Uses – Accessory Residential Structures and Private Residential Recreational Facilities) of Chapter 36 (Zoning) of Article 3 (Site Planning and General Development Standards) is hereby amended to read as follows (*new words and phrases are underlined; deletions are indicated by being stricken through*):

- C. Site layout and design standards.
 - 1. Exterior design and materials. An accessory residential structure shall be architecturally compatible with the primary structure, and have the same architectural style and materials.
 - 2. Maximum floor area. The floor area of an accessory residential structure (excluding detached garages/carports) shall not exceed 200 square feet, and

the aggregate area of all accessory structures (excluding detached garages/carports) on the site shall not exceed 700 square feet. When a detached garage is combined with another type of accessory residential structure (workshop, poolhouse, etc.), the area of the non-garage portion of said structure shall not exceed 200 square feet. All dimensions refer to gross floor area, which is measured from the outside surfaces of the exterior walls. All accessory structures are included in the applicable floor area ratio limit, except that the first 500 square feet of a garage or carport are exempted. Lot coverage limits also apply. All accessory structures that require a building permit are subject to Design Review and any adopted design guidelines.

3. Setback requirements. An accessory residential structure shall comply with the setback requirements established by Article 2 (Zoning Districts, Allowable Land Uses and Permit Requirements), except that:
 - a. A structure with a floor area of 120 square feet or less may be located within a required side or rear setback, but not within a front setback or in front of the front-most dwelling unit on the lot;
 - b. ~~A An detached garage or carport or other accessory residential structure shall be located at least five feet from a side and/or rear property line, except if the required side yard setback for the dwelling/s is less than five feet, in which case the lesser side yard setback may be used for a detached garage or carport only.~~ Such structures cannot be located in the front setback or in front of the front-most dwelling unit on the lot; and
 - b.c. A detached garage or carport shall be located at least three feet from a side and/or rear property line provided that such structure (if less than five feet from a property line) meets the following requirements:
 - 1). A detached garage shall have no openings in the exterior walls abutting the property lines,
 - 2). The structure is constructed of one-hour fire resistant materials, and
 - 3). A provision is made for all water runoff to drain onto the subject property;A detached garage or carport shall not be located in the front of the front-most dwelling unit on the lot, except for Development that is subject to the approval of a Hillside Development Permit (SPMC Section 36.410.065). In no case shall a detached garage or carport be allowed within a front yard setback.
 - e.d. Accessory structures shall be located at or beyond the required street-facing side yard setback for the dwelling/s, except if the Director

determines that a lesser setback can be approved using the Administrative Use Permit process detailed in Subsection (C)(3)(e).

d.e. Private residential recreational facilities shall be located at least five feet from a side and/or rear property line and cannot be located in the front setback or in front of the front-most dwelling unit on the lot or in the street-facing side setback of a corner lot; and

e.f. A new detached garage or carport to replace a previous garage or carport that was legal nonconforming in terms of side/rear setbacks may be allowed within the required five foot setback with the approval of an Administrative Use Permit (AUP). This exemption also applies to front setbacks for hillside properties (as defined in SPMC Section 36.340.020(A)) and to street-facing side yards for corner lots. In determining whether it is impractical or unfeasible to provide a standard size garage (20 feet by 20 feet) at the required five foot side/rear setback (and/or 10-foot front setback for a hillside property, or required street-facing side yard setback for a corner lot), the Director shall consider if such a location will result in an inefficient site plan, a development pattern that is inconsistent with surrounding development, or the loss of the property's only available private outdoor living area, and whether the following conditions exist/apply:

- (1) The property is substandard in size, less than 10,000 square feet,
- (2) The property is substandard in width, less than 50 feet wide, or
- (3) The property contains the following features:
 - (A) Protected heritage trees,
 - (B) A home listed on the City's Inventory of Historic Resources, or
 - (C) Physical features that would make it impractical or unfeasible to provide a standard size garage that observes the required setback,
- (4) The prevailing development pattern of the surrounding properties.

The exemption in subsection (C)(3)(e) shall only apply for the reconstruction of a previously existing garage or carport that was voluntarily demolished pursuant to a permit and all other necessary approvals. Replacement garages/carports shall meet (but not exceed) current minimum size requirements unless the Director determines that physical constraints (per Subsection (C)(3)(e)(3)(C) of this Section) preclude this. Involuntarily destroyed structures are subject SPMC 36.360.060 (Nonconforming Uses, Structures, and Parcels Exemptions and Exceptions). New accessory structures that are not

replacements shall conform to the required setbacks, except for those located on the street-facing side of the lot, which may be located within the required street-facing setback, subject to the approval of an AUP.

- f.g. A structure containing an “outdoor kitchen” shall meet all Fire Code requirements, which may include a 10-foot setback depending on the size, type, and location of the structure and/or the facilities contained therein.

SECTION 4. SPMC Section 36.350.170(C)(4), (Residential Uses – Accessory Residential Structures and Private Residential Recreational Facilities) of Chapter 36 (Zoning) of Article 3 (Site Planning and General Development Standards) is hereby amended to read as follows (*new words and phrases are underlined; deletions are indicated by being stricken through*):

4. Height limit. An accessory residential structure shall not exceed:
 - a. Eight feet for a structure allowed within a setback in compliance with Subsection (C)(3)(a).
 - ~~b. A maximum height of 15 feet for a structure located at or beyond the required setback, except that a detached garage (but not a carport) height of up to 22 feet may be allowed if the Review Authority makes a finding that the additional height is required so as to be consistent with the roof pitch of the main dwelling.~~
 - b. Nine feet (at top plate height) for a new detached garage or carport if located within three to five feet from a property line. The plate height represents the top of the wall studs (or supporting pole of a carport), which intersects with the horizontal, structural member of the wall frame (or roof of a carport). Exceptions to the nine foot height limit may be allowed for the following cases:
 - (1). The overall height of an accessory structure (excluding the top plate height) may rise above the nine foot height limit as it steps or slopes away from the three-foot initial setback, but shall not intercept an encroachment plane sloping inward from a point nine feet in height (beginning at the three-foot setback) and rising to a maximum of one and one-half feet for each one foot of distance starting at the three-foot setback. See Figure 1.
 - (2). For a detached garage with a flat roof, the overall height of such structure (excluding the top plate height) may rise to a maximum height of ten feet at the top of a parapet.
 - c. Fifteen feet for a detached structure located at or beyond the required five foot setback, except that a detached garage (but not a carport)

height of up to twenty-two feet may be allowed if the Review Authority makes a finding that the additional height is required so as to be consistent with the roof pitch of the main dwelling.

- d. No accessory residential structure shall have more than one story, except that any attic space under the roof may be used for storage only, with access permitted only by pull-down stairs. Permanent stairs are prohibited.

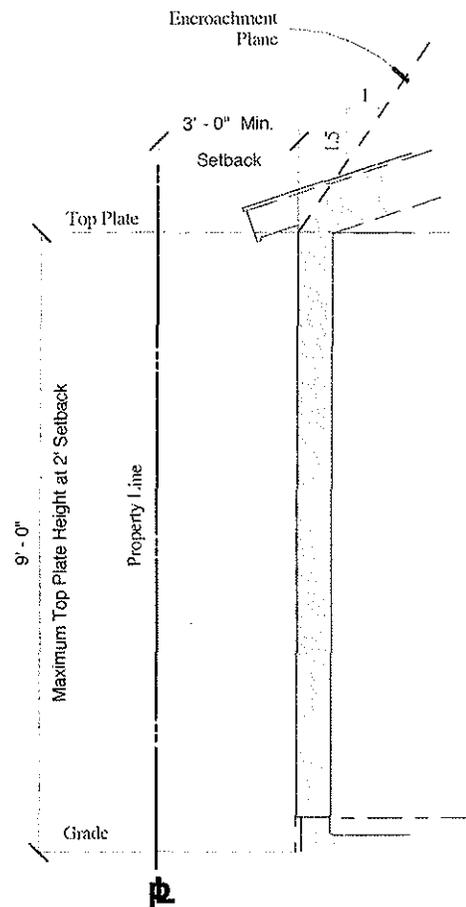


Figure 1. Encroachment Plane and Setbacks for detached garages and carports

SECTION 5. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED on this 20th day of August 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Richard L. Adams II, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the ___ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
P.C. Resolution No. 14-15

P.C. RESOLUTION NO. 14-15

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF SOUTH PASADENA, CALIFORNIA,
REAFFIRMING THE RECOMMENDATION THAT THE CITY
COUNCIL ADOPT AN ORDINANCE TO ALLOW TWO FOOT
SETBACKS FOR DETACHED GARAGES AND CARPORTS
PROVIDED CERTAIN REQUIREMENTS ARE MET**

WHEREAS, on October 28, 2013, the Planning Commission adopted P.C. Resolution No. 13-35, which declared its intent to consider an amendment to the Zoning Code related to reduced setbacks for garages and carports, finding that the modifications may serve a benefit to the public interest, health, safety, convenience, and general welfare of the City of South Pasadena (City) by allowing property owners to comply with covered parking requirements while resulting in a more efficient site plan and better vehicle maneuverability on developed residential properties; and

WHEREAS, on February 24, 2014, the Planning Commission determined that the proposed Code amendment would not have a significant impact on the environment and that the environmental determination (Negative Declaration) adopted for the 2002 Zoning Code update encompassed the current amendments as they do not make substantive changes to the adopted Code; and

WHEREAS, on February 24, 2014, the Planning Commission, pursuant to Zoning Code section 36.620.050(A), adopted Resolution 14-08, which made a written recommendation to the City Council to approve the amendment of the Zoning Code that would allow reduced setbacks for garages and carports if certain requirements are met, namely, the amendment would allow a two foot setback from the rear and side yard property lines if the garage or carport complies with certain building and safety requirements and there are specific limits on the height in residential zoning districts of the City (the "ordinance"); and

WHEREAS, on March 19, 2014, the City Council held a properly noticed public hearing to introduce the ordinance for first reading; and

WHEREAS, on May 7, 2014, the City Council held a second properly noticed public hearing for this ordinance and unanimously voted to refer the ordinance to the Planning Commission for consideration of a three foot minimum required setback for detached garages and carports; and

WHEREAS, on June 23, 2014, the Planning Commission held a duly noticed public hearing to consider the suggested three foot setback for detached garages and carports, at which all interested parties were given the opportunity to be heard and present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: The Planning Commission hereby finds that the proposed amendments would not have a significant impact on the environment and that the environmental determination (Negative Declaration) adopted for the 2002 Zoning Code update encompassed the current amendments as they do not make substantive changes to the adopted Code.

SECTION 2: The Planning Commission, having considered a three foot setback for detached garages and carports pursuant to City Council direction, reaffirms its original recommendation that the City Council approve a Zoning Code amendment allowing a two foot setback for detached garages and carports, based on the following findings: The original recommendation for a two foot setback was well-supported by testimony from a number of qualified sources, and the Planning Commission heard no testimony in favor of a three foot setback; a three foot setback could unnecessarily hinder one's ability to build an addition to homes on small lots and could have negative ramifications for the site layout of buildings; a three foot setback is unnecessary in part because detached buildings within five feet of a property line must be constructed of fire resistant materials that have low maintenance needs; and proposed height restrictions on detached garages and carports further mitigates concerns regarding the ability to maintain the structure's exterior with a two foot setback.

SECTION 3: Pursuant to SPMC Section 36.620.070 (Findings and Decision), the Planning Commission reaffirms its original recommendation that the City Council approve the proposed amendments (including a two foot setback) based on a finding of benefit to the public interest, health, safety, convenience, and general welfare of the City through better site planning and efficient use of land within residential zoning districts of the City.

SECTION 4: The Planning Commission recommends that the City Council amend SPMC Section 36.350.170(C)(3), (Residential Uses – Accessory Residential Structures and Private Residential Recreational Facilities) of Chapter 36 (Zoning) of Article 3 (Site Planning and General Development Standards) to read as follows (*new words and phrases are underlined; deletions are indicated by being stricken through*):

- C. Site layout and design standards.
1. Exterior design and materials. An accessory residential structure shall be architecturally compatible with the primary structure, and have the same architectural style and materials.
 2. Maximum floor area. The floor area of an accessory residential structure (excluding detached garages/carports) shall not exceed 200 square feet, and the aggregate area of all accessory structures (excluding detached

garages/carports) on the site shall not exceed 700 square feet. When a detached garage is combined with another type of accessory residential structure (workshop, poolhouse, etc.), the area of the non-garage portion of said structure shall not exceed 200 square feet. All dimensions refer to gross floor area, which is measured from the outside surfaces of the exterior walls. All accessory structures are included in the applicable floor area ratio limit, except that the first 500 square feet of a garage or carport are exempted. Lot coverage limits also apply. All accessory structures that require a building permit are subject to Design Review and any adopted design guidelines.

3. Setback requirements. An accessory residential structure shall comply with the setback requirements established by Article 2 (Zoning Districts, Allowable Land Uses and Permit Requirements), except that:
 - a. A structure with a floor area of 120 square feet or less may be located within a required side or rear setback, but not within a front setback or in front of the front-most dwelling unit on the lot;
 - b. ~~A detached garage or carport or other~~ accessory residential structure shall be located at least five feet from a side and/or rear property line, ~~except if the required side yard setback for the dwelling/s is less than five feet, in which case the lesser side yard setback may be used for a detached garage or carport only.~~ Such structures cannot be located in the front setback or in front of the front-most dwelling unit on the lot; and
 - b.c. A detached garage or carport shall be located at least two feet from a side and/or rear property line provided that such structure (if less than five feet from a property line) meets the following requirements :
 - 1). A detached garage shall have no openings in the exterior walls abutting the property lines.
 - 2). The structure is constructed of one-hour fire resistant materials, and
 - 3). A provision is made for all water runoff to drain onto the subject property;

A detached garage or carport shall not be located in the front of the front-most dwelling unit on the lot, except for Development that is subject to the approval of a Hillside Development Permit (SPMC Section 36.410.065). In no case shall a detached garage or carport be allowed within a front yard setback.
 - e.d. Accessory structures shall be located at or beyond the required street-facing side yard setback for the dwelling/s, except if the Director determines that a lesser setback can be approved using the Administrative Use Permit process detailed in Subsection (C)(3)(e).

- d.e. Private residential recreational facilities shall be located at least five feet from a side and/or rear property line and cannot be located in the front setback or in front of the front-most dwelling unit on the lot or in the street-facing side setback of a corner lot; and
- e.f. A new detached garage or carport to replace a previous garage or carport that was legal nonconforming in terms of side/rear setbacks may be allowed within the required five foot setback with the approval of an Administrative Use Permit (AUP). This exemption also applies to front setbacks for hillside properties (as defined in SPMC Section 36.340.020(A)) and to street-facing side yards for corner lots. In determining whether it is impractical or unfeasible to provide a standard size garage (20 feet by 20 feet) at the required five foot side/rear setback (and/or 10-foot front setback for a hillside property, or required street-facing side yard setback for a corner lot), the Director shall consider if such a location will result in an inefficient site plan, a development pattern that is inconsistent with surrounding development, or the loss of the property's only available private outdoor living area, and whether the following conditions exist/apply:
- (1) The property is substandard in size, less than 10,000 square feet,
 - (2) The property is substandard in width, less than 50 feet wide, or
 - (3) The property contains the following features:
 - (A) Protected heritage trees,
 - (B) A home listed on the City's Inventory of Historic Resources, or
 - (C) Physical features that would make it impractical or unfeasible to provide a standard size garage that observes the required setback,
 - (4) The prevailing development pattern of the surrounding properties.

The exemption in subsection (C)(3)(e) shall only apply for the reconstruction of a previously existing garage or carport that was voluntarily demolished pursuant to a permit and all other necessary approvals. Replacement garages/carports shall meet (but not exceed) current minimum size requirements unless the Director determines that physical constraints (per Subsection (C)(3)(e)(3)(C) of this Section) preclude this. Involuntarily destroyed structures are subject SPMC 36.360.060 (Nonconforming Uses, Structures, and Parcels. Exemptions and Exceptions). New accessory structures that are not replacements shall conform to the required setbacks, except for those located on the street-facing side of the lot, which may be located within the required street-facing setback, subject to the approval of an AUP.

- §g. A structure containing an “outdoor kitchen” shall meet all Fire Code requirements, which may include a 10-foot setback depending on the size, type, and location of the structure and/or the facilities contained therein.

SECTION 5: The Planning Commission recommends that the City Council amend SPMC Section 36.350.170(C)(4), (Residential Uses – Accessory Residential Structures and Private Residential Recreational Facilities) of Chapter 36 (Zoning) of Article 3 (Site Planning and General Development Standards) to read as follows (*new words and phrases are underlined; deletions are indicated by being stricken through*):

4. Height limit. An accessory residential structure shall not exceed:
 - a. Eight feet for a structure allowed within a setback in compliance with Subsection (C)(3)(a).
 - ~~b. A maximum height of 15 feet for a structure located at or beyond the required setback, except that a detached garage (but not a carport) height of up to 22 feet may be allowed if the Review Authority makes a finding that the additional height is required so as to be consistent with the roof pitch of the main dwelling.~~
 - b. Nine feet (at top plate height) for a new detached garage or carport if located within two to five feet from a property line. The plate height represents the top of the wall studs (or supporting pole of a carport), which intersects with the horizontal, structural member of the wall frame (or roof of a carport). Exceptions to the nine foot height limit may be allowed for the following cases:
 - (1). The overall height of an accessory structure (excluding the top plate height) may rise above the nine foot height limit as it steps or slopes away from the two-foot initial setback, but shall not intercept an encroachment plane sloping inward from a point nine feet in height (beginning at the two-foot setback) and rising to a maximum of one and one-half feet for each one foot of distance starting at the two-foot setback. See Figure 1.
 - (2). For a detached garage with a flat roof, the overall height of such structure (excluding the top plate height) may rise to a maximum height of ten feet at the top of a parapet.
 - c. Fifteen feet for a detached structure located at or beyond the required five foot setback, except that a detached garage (but not a carport) height of up to twenty-two feet may be allowed if the Review Authority makes a finding that the additional height is required so as to be consistent with the roof pitch of the main dwelling.
 - d. No accessory residential structure shall have more than one story, except that any attic space under the roof may be used for storage only,

with access permitted only by pull-down stairs. Permanent stairs are prohibited.

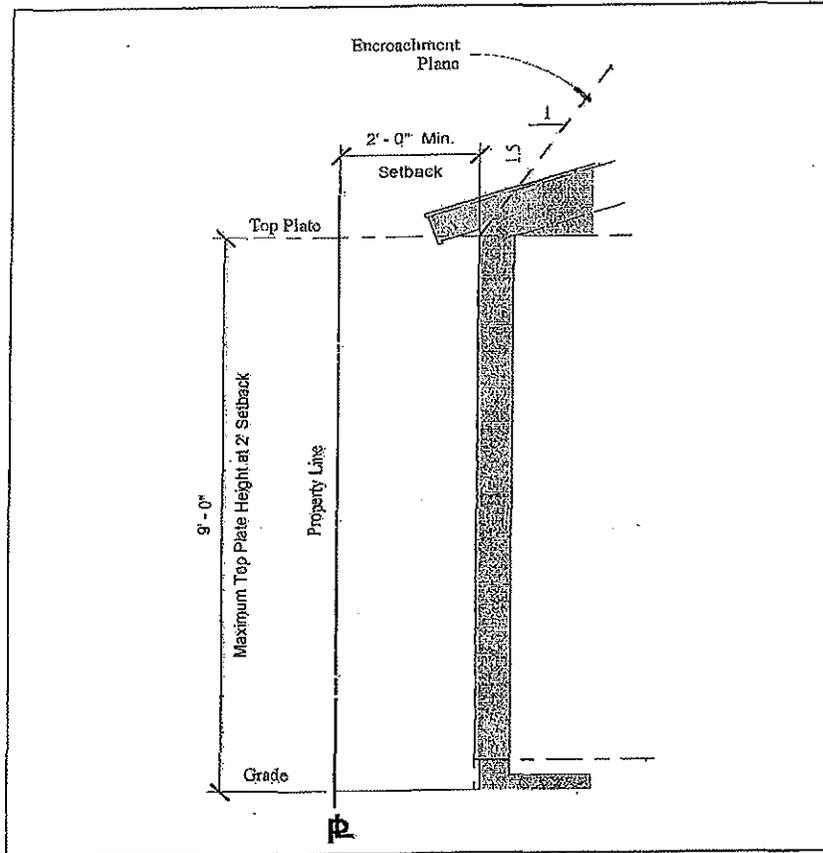


Figure 1. Encroachment Plane and Setbacks for detached garages and carports

PASSED, APPROVED, AND ADOPTED this 23rd day of June, 2014, by the following vote:

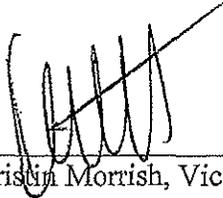
AYES: DAVIS, DAHL, GEORGE, FRIEDMAN & MORRISH
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

-SIGNATURES TO FOLLOW ON NEXT PAGE-



Anthony R. George, Chair

ATTEST:



Kristin Morrish, Vice-Chair

ATTACHMENT 3
Planning Commission Minutes,
dated 06/22/14 and 02/22/14

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<p>PUBLIC HEARINGS</p>	<p>2</p>	<p>1627 Via Del Rey (Hillside Development Permit/Design Review – Single Family Residence Addition)</p>
	<p>3</p>	<p>1713 Las Palmitas (Variance – New Single Family Addition)</p>
<p>*</p>	<p>4</p>	<p>Zoning Code Amendment – Detached Garages</p> <p>Senior Planner, John Mayer presented his staff report, regarding a Zoning Code Amendment, which would decrease the current setback requirement for detached garages/carports from 5 feet (ft.) to 3 feet (ft.) at the recommendation of the City Council. Previously, the Planning Commission recommended a 2 ft. setback requirement to the City Council at the March 19, 2014 meeting. Mr. Mayer noted that the City Council concluded that a 2 ft. setback requirement would not provide enough space for building maintenance; therefore, the City Council recommended a 3 ft. setback requirement. At the May meeting the City Council determined that the ordinance (second reading) should return to the Planning Commission with the request of a 3 ft. setback requirement in lieu of a 2 ft. setback requirement.</p> <p>Comm. Friedman verified with Mr. Mayer that the City Council did not direct the Planning Commission (P.C.) to change the setback requirement, but recommended that the P.C. consider a setback requirement change.</p> <p>Chair George and Mr. Watkins reviewed the decisions made by the City Council at the 1st reading of the ordinance; 1) a motion was made to change the requirement from 2 ft. to 3 ft. but the motion died; and 2) a second</p>

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<p style="text-align: center;">*</p>		<p>motion was made to approve the item as submitted.</p> <p>At the 2nd reading of the ordinance, the item was pulled off of the consent calendar.</p> <p>Chair George declared the public hearing open. Seeing that there were no speakers in favor of or in opposition to the project, Chair George declared the public hearing closed.</p> <p>Chair George commended the City Council for returning this item to the Planning Commission for consideration instead of making a decision on the item.</p> <p>The Commission discussed the pros and cons of a 3 ft. requirement and the benefits of a 2 ft. requirement. The Commission noted the following: 1) older properties have setback requirements, which vary from 0 ft. to 5 ft.; 2) a 2 ft. setback provides ample space for building maintenance; 3) a 3 ft. setback requirement would provide additional space for building maintenance but it will also cut into onsite developable space; 4) block walls/fencing in relationship to 24 inches of accessible space was discussed; 5) a 2 ft. setback requirement will provide homeowners with additional options regarding design and layout; 6) respected architects on the Cultural Heritage Commission and the Design Review Board recommended the 2 ft. setback requirement in lieu of a 3 ft. setback requirement.</p> <p>Chair George expressed his concerns regarding the setback change and noted the lack of public testimony designating a desired change for the setback requirement.</p> <p>The Commission discussed the proper motion for this item. Deputy City Attorney Tsai suggested denying the proposed recommendation of a 3 ft. setback requirement and to uphold the original recommendation of a 2 ft. setback requirement as stated in the originally proposed ordinance.</p> <p>After considering the staff report and draft resolution, a motion was made by Comm. Davis, seconded by Comm. Friedman to deny the proposed Zoning Code amendment and reaffirm the original ordinance recommending a 2 ft. setback requirement.</p> <p>The motion carried 5-0. (Resolution 14-15)</p>
/	5	<p>Zoning Code Amendment – Appeals/Call Up Procedure</p>

	<p>amount of people located in the studios will be 13 students and 5 instructors [three on the first floor and two on the second floor]; 2) six month review to analyze parking/traffic; 3) Clarification on Condition 19, as to what fire resistant materials are, as referred to in the conditions by the Fire Department; 4) the single stair case leading upstairs, which does not meet code and does not have handrails on both sides of the staircase and is not ADA accessible. The occupancy is not changing; therefore ADA requirements do not apply and there is a second floor access to the outside from the stairwell.</p> <p>Chair George declared the public hearing open. The applicant/art teacher, Margaret Harris pointed out that she is interested in opening up a small studio and that she currently has up to four students and does not expect to have ten students all at once or any time soon. She is willing to share parking. Chair George explained occupancy load factors to her.</p> <p>Seeing that there were no speakers in favor of or in opposition to the project. Chair George declared the public hearing closed.</p> <p>After considering the staff report and draft resolution, a motion was made by Comm. Morrish, seconded by Comm. Davis, to approve the Conditional Use Permit Modification, provided that staff works with the applicant and the Fire Department to clarify, which art materials can be used and what are the required occupancy levels.</p> <p>The motion carried 4-0. (Resolution 14-07)</p>
	<p>7 Zoning Code Amendment – Detached Garages</p> <p>Senior Planner, John Mayer presented his staff report, regarding approval for a Zoning Code Amendment, which would allow a two feet side and rear setback requirement for garages and carports. Currently, the setback requirement is set at five feet but it can create backyard difficulty, regarding car maneuverability, and the loss of open space. Mr. Mayer noted the following provisions made by the proposed amendment: 1) a plate height limit of 9 feet is allowed; 2) detached garages [flat roofed] with a parapet are allowed; and 3) the amendment separates accessory structures, such as sheds [5' requirement] from detached garages or carports [2' requirement]. At the conclusion of his presentation, Chair George verified with Mr. Mayer that nine feet is to the plate height and not the overall height of the structure. Comm. Dahl pointed out that exhibit fig. 1 needed to be altered because it shows the plate height going to the top of the roof. Mr. Mayer noted that the exhibit would be changed.</p> <p>Chair George declared the public hearing open. Seeing that there were no speakers in favor of or in opposition to the project, Chair George declared the public hearing closed.</p>

		<p>After considering the staff report and draft resolution, a motion was made by Chair George, seconded by Comm. Dahl, to approve the Zoning Code Amendment and alter figure 1 by dropping the encroachment plain to match the verbiage of the amendment.</p> <p>The motion carried 4-0. (Resolution 14-08)</p>
	8	<p>Planning Commission Reorganization</p> <p>Comm. Davis nominated Comm. George as Chair and Comm. Morrish as Vice-Chair.</p> <p>Comm. Dahl nominated Comm. Davis as secretary.</p> <p>The motion carried 4-0</p>
	9	<p>Minutes of the Planning Commission's January 24, 2014</p> <p>The minutes for January 24, 2014 were continued to the next regularly scheduled meeting on March 24, 2014.</p>
	10	<p>Comments from City Council Liaison</p> <p>Council Member Joe presented each of the Commissioners with a signed article by the City Council, regarding South Pasadena as the best place to live and work in 2014, as stated in the Sunset Magazine.</p> <p>Mr. Joe requested that the applicants for 4931 Harriman Avenue, 1605 Hill Drive, and 2009 Hanscom Drive review and understand the Southwest Hills regulations. He also reviewed different decisions made by the City Council.</p>
	11	<p>Comments from Planning Commissioners</p> <p>The Commission discussed acquiring electronic versions of plans, releasing plans in a PDF format and requested half sized plans, 11 x 17 from staff for the agenda packets. The Commission also discussed the necessary amount of conditions that need to be provided to applicants.</p>
	12	<p>Comments from Staff</p> <p>Mr. Watkins noted the following: 1) Aro Latin restaurant is scheduled to open on March 1, 2014; and 2) a study session for the General Plan Update will be presented at the March 5, 2014, City Council meeting from 6:30 to 7:30.</p>
ADJOURNMENT	13	<p>The meeting adjourned at 9:25 p.m. to the Planning Commission meeting scheduled for March 24, 2014.</p>

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ATTACHMENT 4
City Council Minutes, dated
03/19/14 and 05/07/14

MOTION: M/S Mahmud/Cacciotti to approve Award of Contract in the Amount of \$60,160.77 to Creative Bus Sales for Purchase of MV-1 CNG Vehicle for Dial-A-Ride Program using AB 2766 Subvention Funds. By roll call vote, the motion passed unanimously. Absent: None.

PUBLIC COMMENTS

Mayor Khubesrian opened the public comments section of the meeting.

Amber Flores, Member of South Pasadena Girl Scout Troop #9491, requested a proclamation designating May 2014, as "Mental Health Awareness Month" in the City of South Pasadena.

MOTION: M/S Joe/Cacciotti to approve the placement of a proclamation on a future City Council meeting agenda to declare May 2014, as "Mental Health Awareness Month" in the City of South Pasadena.

Shlomo Nitzani, South Pasadena resident, requested that the Public Comments section be moved to the beginning of the meeting agenda, and that time limits be applied to City Council. He attended the Public Works Commission meeting and commented on the installation of red curbs. Mr. Nitzani suggested the installation of no parking signs.

There being no additional speakers, Mayor Khubesrian closed the public comments section.

PUBLIC HEARING

16. FIRST READING AND INTRODUCTION OF AN ORDINANCE TO AMEND THE SOUTH PASADENA MUNICIPAL CODE REGARDING SETBACK REQUIREMENTS FOR DETACHED GARAGES AND CARPORTS

Senior Planner Mayer presented the staff report and responded to Councilmembers' questions.

Mayor Khubesrian opened the Public Hearing.

Anthony George, Chair, Planning Commission, indicated he was available to respond to Councilmembers' questions.

In response to Councilmember Cacciotti's question, Planning Chair George stated the main purpose to amend the setback was to increase the usable space of a lot. He explained the proposed two foot setback was based, to a certain degree, on a historical number. He believed the City's municipal code, in the past, had a two foot setback minimum; however, it was changed to align with the fire code. He indicated two feet is a common number for older homes with detached garages.

In response to Mayor Pro Tem Joe's question, Planning Chair George stated that a garage could not be changed into another accessory structure, per the municipal code, and would preclude any noise issues.

There being no additional speakers, the Public Hearing was closed.

Councilmember Mahmud indicated opposition to a two foot setback; she proposed a three foot setback be considered.

Mayor Khubesian stated the Planning Commission discussed the setback and provided a recommendation. She indicated opposition to a three foot setback and has received feedback from residents that they would like to maximize their lots.

Chief Deputy City Clerk Hall presented and read by title AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, (AMENDING SECTION 36.350.170(C)) OF THE SOUTH PASADENA MUNICIPAL CODE TO ALLOW REDUCED SETBACK REQUIREMENTS FOR DETACHED GARAGES AND CARPORTS PROVIDED CERTAIN REQUIREMENTS ARE MET.

MOTION: M/S Cacciotti/Joe to approve a first reading and introduction of AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, (AMENDING SECTION 36.350.170(C)) OF THE SOUTH PASADENA MUNICIPAL CODE TO ALLOW REDUCED SETBACK REQUIREMENTS FOR DETACHED GARAGES AND CARPORTS PROVIDED CERTAIN REQUIREMENTS ARE MET. The motion passed by the following roll call vote:

AYES: Cacciotti, Joe, Schneider, and Mayor Khubesian

NOES: Mahmud

ABSENT: None

ABSTAIN: None

ACTION/DISCUSSION

17. DIRECTION REGARDING AMENDING SOUTH PASADENA MUNICIPAL CODE SECTION 5.26, NUMBER OF DOGS WHICH MAY BE KEPT BY AN INDIVIDUAL

Police Chief Miller presented the staff report and responded to Councilmembers' questions.

Mayor Khubesian opened the Public Comments section.

Werner Hintzen, resident, South Pasadena, indicated opposition to an increase in the number of dogs allowed to be kept by residents.

9. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$430,144.32, GENERAL CITY WARRANTS IN THE AMOUNT OF \$456,630.85 AND PAYROLL IN THE AMOUNT OF \$391,505.71

11. APPROVAL OF ORDINANCE NO. 2268 AMENDING CHAPTER 35 OF THE SOUTH PASADENA MUNICIPAL CODE TO ADD WATER SHORTAGE PLANS AND WATER CONSERVATION PROVISIONS

13. AWARD FY 2013-14 CDBG SIDEWALK REPLACEMENT PROJECT

ITEMS PULLED FROM THE CONSENT CALENDAR FOR SEPARATE CONSIDERATION

10. SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING THE SOUTH PASADENA ZONING CODE REGARDING SETBACKS REQUIREMENTS FOR DETACHED GARAGES AND CARPORTS

In response to Councilmember Mahmud's question, Planning and Building Director Watkins explained the Planning Commission's unanimous decision on the clearance, and stated that two feet provides residents the maximum flexibility.

It was moved by Councilmember Mahmud and seconded by Councilmember Cacciotti to modify the proposed minimum required setbacks for detached garages and carports from two feet to three feet, and introduction of a new ordinance. Thereafter, the motion was withdrawn.

MOTION: M/S Mahmud/Cacciotti to refer the proposed ordinance to the Planning Commission for consideration of a three foot minimum required setbacks for detached garages and carports. By roll call vote, the motion passed unanimously. Absent: None.

Chief Deputy City Clerk Hall indicated that the second reading of Consent Calendar Item No. 11, APPROVAL OF ORDINANCE NO. 2268 AMENDING CHAPTER 35 OF THE SOUTH PASADENA MUNICIPAL CODE TO ADD WATER SHORTAGE PLANS AND WATER CONSERVATION PROVISIONS, was not read during the approval of the Consent Calendar items. She then read, by title only, Ordinance No. 2268 into the record.

12. SECOND READING AND ADOPTION OF ORDINANCE NO. 2269 REGARDING PROHIBITING SINGLE-USE PLASTIC CARRYOUT BAGS AND INCORPORATION BY REFERENCE THE LOS ANGELES COUNTY ENVIRONMENTAL IMPACT REPORT AND STATEMENT OF OVERRIDING CONSIDERATION

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

*Marina Klubesrian, 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 Membe.*

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

COUNCIL AGENDA: July 16, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Arthur Miller, Chief of Police 
Mike Neff, Acting Captain 

SUBJECT: **First Reading and Introduction of an Ordinance to Amend Section 19.21-4 of Chapter 19 (Motor Vehicles and Traffic) of the South Pasadena Municipal Code Related to Construction Vehicles and Machinery Allowed to Operate on Designated Street in the Southwest Monterey Hills Area**

Recommendation

It is recommended that the City Council, read by title only, waive further reading and introduce an ordinance to amend Subsection "B" of Section 19.214 of the South Pasadena Municipal Code (SPMC) related to construction vehicles or machinery allowed on public streets.

Fiscal Impact

There is no fiscal impact to implementation of this amendment to the SPMC.

Commission Review and Recommendation

The recommendations of the Southwest Monterey Hill Citizen Committee were approved by City Council on October 16, 2013.

Background

On May 16, 2012, the City Council approved reconstituting the Southwest Monterey Hills Citizen Committee to meet and to report back to the City Council on what it would take to implement the Committee's recommendations that were approved by the City Council in August 2006.

On October 16, 2013, the City Council approved recommendations from the Committee. The Committee was charged with reviewing the implementation status of the recommendations that were previously approved by the City Council in August 2006, which included amendments to SPMC Section 19.21-4 construction-related vehicles Southwest Monterey Hills.

Analysis

Staff has prepared an ordinance amending SPMC Section 19.21-4 as follow:

19.21-4 Construction-related vehicles—Southwest Monterey Hills.

A. It shall be unlawful for any person to operate or move or haul upon any of the following public streets, in the Southwest Monterey Hills area, any vehicle, motor vehicle, machinery, equipment or contrivance having a greater weight or width or length or characteristics permitted in subsection B of this section:

Hanscom Drive, Peterson Avenue, Illinois Drive, Hill Drive, Harriman Avenue, Randolph Avenue, Hurlbert Avenue, Elkins Street, Moffatt Street.

B. Construction vehicles or machinery allowed on the public street listed in subsection A herein, shall be limited to those meeting the following characteristics: maximum width not to exceed eight feet three inches; maximum ~~length~~ wheelbase not to exceed ~~thirty feet~~ 224 inches; maximum loaded weight not to exceed ~~seventeen~~ sixteen thousand pounds per axle, a maximum of three axles, with the exception of a concrete truck which can have a fourth “drop-down” axle when carrying a load; and rubberized wheels or tracks (no metal tracks).

Legal Review

The City Attorney has reviewed this item and prepared the attached proposed ordinance.

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. Proposed ordinance amending SPMC Section 19.21-4
2. City Council Report, October 16, 2013 (with attachments)

ATTACHMENT 1
Ordinance Amending SPMC Section 19.21-4

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING SUBSECTION "B" OF SECTION 19.21-4
(CONSTRUCTION-RELATED VEHICLES - SOUTHWEST
MONTEREY HILLS) OF ARTICLE I (IN GENERAL)
OF CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC)
OF THE SOUTH PASADENA MUNICIPAL CODE TO REVISE
SPECIFICATIONS OF THE CONSTRUCTION RELATED
VEHICLES THAT CAN OPERATE ON DESIGNATED STREETS
IN THE SOUTHWEST MONTEREY HILLS AREA**

WHEREAS, on October 16, 2013, City Council approved the recommendations made by the Southwest Monterey Hills Citizens' Committee; and

WHEREAS, Council directed staff to implement the recommendations through the appropriate actions; and

WHEREAS, this ordinance will implement recommendation Number 11 (limited construction vehicle size) of the Southwest Monterey Hills Citizens' Committee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds that the proposed amendment will not have a direct and significant impact on the environment, so is exempt under Section 15061b(3)—General Rule. The general rule states that the California Environmental Quality Act (CEQA) applies only to projects that have the potential for causing a significant effect on the environment.

SECTION 2. That Subsection "B" of Section 19.21-4 (Construction-related vehicles – Southwest Monterey Hills) of Article I. (In General) of Chapter 19 (Motor Vehicles and Traffic) of the South Pasadena Municipal Code is hereby amended as follows: (*new wording is underlined and strike through is to be deleted*)

B. Construction vehicles or machinery allowed on the public street listed in subsection A herein, shall be limited to those meeting the following characteristics: maximum width not to exceed eight feet three inches; maximum length wheelbase not to exceed thirty feet two hundred and twenty four inches; maximum loaded weight not to exceed seventeen sixteen thousand pounds per axle, a maximum of three axles, with the exception of a concrete truck which can have a fourth "drop-down" axle when carrying a load; and rubberized wheels or tracks (no metal tracks).

SECTION 3. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Richard L. Adams II, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the ____ day of _____, 2014.

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
City Council Report, October 16, 2013
(with attachments)

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

Richard D. Schneider, M.D., Mayor
Marina Khubesian, M.D., Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Robert S. Joe, Councilmember
Philip C. Putnam, Councilmember

Sally Kilby, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: October 16, 2013

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: David G. Watkins, Director of Planning & Building *DGW*
Paul Toor, Director of Public Works *PT*
Art Miller, Police Chief *AM*

SUBJECT: **Recommendations from the Southwest Monterey Hills
Citizen's Committee Regarding Status of, and Revisions to, the
2006 Recommendations**

Recommendation

It is recommended that the City Council:

1. Approve the recommendations contained in the report from the Southwest Monterey Hills Citizen's Committee (Attachment 1), with the exception of the Pavement Impact Fee.
2. Provide direction on citywide vs. Southwest Hills construction hour regulations.
3. Direct staff to proceed with appropriate amendments to the South Pasadena Municipal Code.

Fiscal Impact

The funds required for establishing the "No Parking" zones, including painting curbs red and posting signs, can be absorbed by the Public Works Department's operations budget. If approved, a nexus study for a Pavement Impact Fee would cost approximately \$30,000 - \$40,000.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

On April 18, 2012, Councilmember Putnam requested that the City Council consider reconstituting the Southwest Monterey Hills Citizen's Committee to review the implementation status of the Committee's recommendations, which were approved by the Council in August, 2006.

On May 16, 2012, the City Council approved the makeup of the reconstituted Southwest Monterey Hills Citizen's Committee (the Committee), including Steve Felice (who attended only

the first meeting), representing the Planning Commission; David Whitman; Nick Bangar; Dana Farrar; Mike Lee; Jim Mentel; Kevan Steffey (who was selected as Chair); and Don Yett. The reconstituted committee did not include Tom Lim (who resigned during the original effort) and Richard Gerrish (who was unable to serve). The Committee's work was supported by several departments, including Police, Planning & Building, Public Works, and the City Attorney.

The Committee was charged with reviewing the implementation status of the recommendations previously adopted by the City Council to determine which have been implemented and which have not (and why). For those not yet implemented, The Committee would recommend steps for implementation or alternatives would be proposed if a recommendation adopted by the City Council cannot for some reason be implemented, The City Council also specified that the Committee should not meet more than three times to accomplish their task.

The Committee met on June 21, 2012, July 18, 2012, and August 29, 2012. In addition, a subcommittee consisting of Kevan Steffey and Nick Banger was formed at the conclusion of the last meeting to review the changes to the Committee's report that were approved by the Committee at the August 29, 2012 meeting. The subcommittee's purview was limited to ensuring that the changes were accurately made; however, in some cases the subcommittee made further changes, which are noted in the attached Committee report as "Additional Subcommittee Recommendations."

At the City Manager's request, the Committee met an additional two times on February 25, 2013 and July 24, 2013 to discuss the Deputy Inspector recommendation and the Pavement Impact Fee.

A map of the recommended "No Parking" zones can be found in Attachment 2.

Analysis

The Committee's report is attached. The report identifies those recommendations that have been completed and otherwise are being implemented, as well as those that are in need of changes. A summary table can be found in Attachment 3 that compares the Committee's original recommendations with the revised ones.

Staff concurs with all of the Committee's recommendations except the Pavement Impact Fee.

Pavement Impact Fee

The Committee recommends that a nexus study be conducted to determine a citywide "pavement impact fee" that would be levied on heavy construction vehicles to offset their contribution to long-term wear and tear on City streets.

Staff has numerous concerns regarding a pavement impact fee. In order to establish such a fee, a nexus would need to be established linking the impact of heavy construction vehicles on city roads to the fee being charged. Given that construction vehicles traveling to development

projects within the City are a very small percentage of daily citywide traffic, their contribution to overall wear and tear on the streets will likely be proportionally small, and the related fee miniscule. Indeed, the administrative cost of collecting the fee may well exceed the fee itself. Further, there may be legal parameters on the use of the funds, or the time frame in which the funds must be used.

The City Attorney researched this issue to determine the legality of a pavement impact fee. California Vehicle Code 9400.8 prohibits a city from imposing a tax, permit fee or other charge for the privilege of using its streets or highways, other than a permit fee for extra-legal loads. Government Code Section 66001(a) ("Mitigation Fee Act") sets forth a procedure a city must follow to impose a fee as a condition of approval of a development project, and requires the city to demonstrate a reasonable relationship between the need for a public facility and the type of development project on which the fee is imposed. However, the fee collected under the Mitigation Fee Act may only be used to construct new or enhanced existing infrastructure to meet the needs of the proposed development, it cannot be used for maintenance of existing infrastructure. The City's Park Impact fee is an example of such a fee.

In County Sanitation Dist. No. 2 v. County of Kern, the court interpreted Section 9400.8 as prohibiting a city from imposing fees or charges on legal loads that are hauled on its roads, even though hauling such loads may cause damage beyond minor wear and tear to the roads. The court held that an impact fee imposed by Kern County on operators of large trucks under the Mitigation Fee Act was preempted by Vehicle Code Section 9400.8.

The Committee identified the City of Monterey and the Town of Tiburon as municipal entities that had enacted ordinances levying impact fees on construction vehicles. The City Attorney's office contacted both of these municipalities to learn what legal theory they used to deal with the preemption issues cited in the County Sanitation Dist. No. 2 v. County of Kern decision. The City Attorney's Office learned from the legal counsel offices of both entities that they had not been aware of the County of Kern decision.

Construction Hours

A final issue that has been raised in the past, and which is outside the purview of the Committee and was not discussed by them, is whether the construction hours, and construction vehicle hours in the Southwest Hills, should be citywide. Under the existing South Pasadena Municipal Code, the hours are:

	Construction Hours	Construction Vehicle Hours
Southwest Hills	8:30 a.m. – 6:00 p.m. Mon. – Sat No Sunday or Holiday	8:30 a.m. – 2:00 p.m. Mon. – Sat No Sunday or Holiday
Remainder of City	8:00 a.m. – 7:00 p.m. Mon. – Sat. 10:00 a.m. – 7:00 p.m. Sunday	No specific restrictions on construction vehicles

The restriction on construction vehicle hours in the Southwest Hills was designed to avoid conflicts between construction traffic and school-related traffic and pedestrians on the narrow

roads in that area. This distinction has been offered as a rational basis for a specific regulation in the Southwest Hills. The Constitution requires that all similarly situated persons be treated equally under the law, or in other words be afforded "equal protection." If a regulation or ordinance treats similarly situated persons differently, there must be a "rational basis" for the unequal treatment. Imposing citywide hours for construction vehicles of 8:30 a.m. to 2:00 p.m. will have a tremendous impact on developers, city projects, and utility companies.

The general construction hours are designed to regulate noise, and construction noise impacts are similar citywide. There appears to be no valid reason to impose a specific regulation on the Southwest Hills different from the citywide noise regulations. Staff is seeking City Council direction as to whether one citywide regulation should be adopted and, if so, whether the Southwest Hills regulation should be applied citywide, or vice versa.

Implementation

City Council approval of these recommendations will require a variety of actions to implement. The recommendation regarding the maximum size of construction vehicles will require an amendment to the South Pasadena Municipal Code (SPMC) and will not be enforced until the effective date of a new ordinance. The SPMC will also need to be amended if the City Council directs staff to revise the construction hours. Other recommendations, including the revisions to the Southwest Hills handbook and the posting of signs can be handled administratively. It should be noted that the Southwest Hills handbook is only meant to be a compilation of the various rules that apply to this area for the convenience of property owners, contractors and residents, and is not an ordinance per se.

Staff will also apply the applicable recommendations to the standard conditions of approval for projects that go to the Planning Commission; however, projects that have already been approved with conditions will be allowed to continue to operate under those conditions.

Legal Review

The City Attorney has reviewed this item and participated in the Committee meetings.

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. Southwest Monterey Hills Citizen's Committee Report – Review of 2006 Southwest Hills Recommendations and Follow-Up Recommendations
2. Maps of Proposed "No Parking Zones"
3. Comparison Table – Original vs. Revised Recommendations

Memo

Date: October 16, 2013

To: City Council

From: Southwest Monterey Hills Committee

Re: Review of 2006 Southwest Hills Recommendations and Follow-Up
Recommendations

Background:

On May 16, 2012, the City Council approved reconstituting the Southwest Monterey Hills Citizen's Committee to meet for up to three times and to report back to the City Council on what it would take to implement the Committee's recommendations that were approved by the City Council in August, 2006.

All members of the original committee were able to serve except Tom Lim, who resigned during the 2006 process, and Richard Gerrish, who was unable to commit the time. The reconstituted Committee met three times: June 21st, July 18th, and August 29th.

Introduction

On May 16, 2012 the South Pasadena City Council unanimously "approved restructuring the Southwest Monterey Hills Citizen's Committee to meet...and report back to the City Council what it would take to IMPLEMENT [emphasis added] what was adopted by the City Council (18 recommendations)" The reconstituted committee has carefully reconsidered each of the earlier recommendations, and this report contains suggested modifications the committee believes will led to improved implementation of the earlier recommendations. However, the key to their IMPLEMENTATION is the creation of a structure to accomplish this by clearly defining who has the RESPONSIBILITY to see that each specific recommendation is, in fact, implemented and who will be held ACCOUNTABLE for the performance of that responsibility. Unless such a structure of specific responsibilities is established there can be no accountability and implementation will be partial, at best, and often inconsistent in specific instances.

Construction in the Southwest Hills area of South Pasadena is inherently different from residential construction elsewhere in the city. It almost always involves heavy equipment, significant earth removal, and grading. Unfortunately, the roads are very

narrow, fragile, and dilapidated. Thus, the need is for ordinances and their enforcement that balance not just the rights of the builders but, also, the rights of the residents who depend on the roads in order to live in this neighborhood. It is not sufficient to “patch” the roads after they have been damaged—that is the way they got in their present condition. The committee recommends that the strongest possible actions be taken to prevent damage from occurring due to know practices and conditions.

The single most important overall recommendation of the committee is that the funds collected via the proposed construction impact fee be used to contract with an appropriate outside firm to provide a deputy inspector to be present whenever heavy equipment is being brought in, or used, or removed from a building site, or grading is taking place, in this area. This person must have the authority to issue immediate stop work orders in cases where the inspector determines that the contractor is violating construction rules specifically for the Southwest Hills, as well as for the entire city.

We further recommend that any exemptions from these rules made by the Building Department or the South Pasadena Planning Commission must be reviewed by the City Attorney to determine if such exemptions violate city ordinances established by the City Council.

Detailed discussions of the committee’s original recommendations are presented below.

Recommendations:

1. Recommendation #3 (Establish “No Parking” zones and post signs) – The “No Parking” areas have been identified; signs will be posted once the locations are authorized by the City Council.
2. With regard to recommendation #4 (Investigate reducing speed limit to 15 mph), the Committee recommends implementation of posted speed limits be per the traffic study: Reduce to 20 mph on Peterson from Hill to Hanscom; to 15 mph on Peterson from Hanscom to Harriman; to 20 mph on Hanscom from Peterson to Illinois (north). All other segments remain at 25 mph.
3. With regard to recommendation #6 (Develop a Southwest Hills handbook to publicize the rules) the Committee recommends:
 - a. Reference to 20% slope in the Hillside Construction Staging Plan on page 6 be removed;
 - b. Language should be added to the handbook to clarify that “Super 10” haul trucks are not permitted;
 - c. Amend the South Pasadena Municipal Code to revise the size of construction vehicles to a maximum of 48,000 pounds gross vehicle weight (fully loaded) and a maximum 22’4” wheelbase;

- d. That a picture of the maximum dump truck size (Exhibit 1) be added to the handbook to replace the existing picture.
 - e. The Southwest Hills area should be notified that the handbook is available on-line, or that they can obtain a hard copy from the City Hall.
 - f. Rules on page 6 applying to construction-related vehicles should apply to all trucks, whether used for work that has a building permit or not;
 - g. The rule on page 6 prohibiting metal tracks/spikes should be expanded to include street pads. Only rubberized wheels are permitted.
 - h. Reference to the \$2.00/square foot construction encroachment permit fee should be added to the handbook.
4. With regard to recommendation #9 (deputy inspector), the Committee recommends that:
- a. This recommendation will be implemented when heavy vehicles are Working in, entering and or leaving the Southwest Hills, and during the early stages of the construction project (demolition, excavation, caisson drilling and insertion). A standard condition of approval should be added to all discretionary approvals and added as a requirement for encroachment permits, whereby the developer must notify the City of all activities requiring the presence of a deputy inspector and that failure to do so will result in a stop work order until the deputy inspector's presence can be scheduled. The Committee believes that this recommendation can be limited to the Southwest Hills, and does not need to be a citywide recommendation, because construction staging has to take place on the narrow streets and there is a lack of appropriate space in the area. An hourly charge shall be reimbursed to the city by the developer for the deputy inspector. The provisions shall also be added to the south west hills hand book.
 - b. Random spot checks should occur during the entire construction project to monitor for compliance with the Southwest Hills rules, and that continuous violations of these rules should result in fines, stop work order notices or revocation of permits.
5. With regard to recommendation #10 (Levy a pavement impact fee), the Committee recommends changing this to:
- a. City Council should authorize a nexus fee study to justify a fee for the impact of construction vehicles on the wear and tear of pavement; and,
 - b. Levy this one-time fee at the time a building permit is issued based on the best estimates of the number of haul trucks anticipated for this project, which in turn would be based on the amount of excavation that will be required for the project; and,
 - c. The Contractor shall be liable for any damage they do to the road over and above the pavement impact fee.

6. With regard to recommendation #12 (Adequate signage for enforcement) – The Committee recommends:
 - a. That R20A (CA) and R20D (CA) signs be installed at four locations: Hanscom/Hill, Peterson/Hill, Harriman/Hill, and Collis/Hill.
 - b. That a sign be posted on the construction fence, facing the street, stating that "CONSTRUCTION ACTIVITY IS RESTRICTED TO THE HOURS OF 8:30 AM TO 6:00 PM MONDAY THROUGH SATURDAY. NO EXCEPTIONS." The sign shall be hard surface 36" by 48" and shall also include a phone number to call in the event violations are spotted. (Exhibit 2).
7. With regard to recommendation #14 (24-hour notice for street closures), the Committee revised this recommendation to require the posting of 48-inch by 48-inch signs at the entrances to the Southwest Hills 48 hours prior to the street closure, with the duration of the closure indicated on the sign. The previous recommendation required a mailed 24-hour notice, which was judged to be cumbersome and ineffective. This notice should apply to all street closures of in excess of 15 minutes in duration.
8. With regard to recommendation #16 (Encroachment permit for delivering or storing construction materials in the public right-of-way), the Committee recommends that the \$2.00/square foot construction encroachment fee be implemented, since the fee has already been included in the City's adopted fee schedule. Further, this requirement should apply to all City-owned property, including paper streets, not just the roadway, and that the handbook be modified accordingly. Finally, dumpsters shall require the use of a protective barrier underneath (such as plywood) to protect the pavement.
9. With regard to recommendation #18 (several items regarding construction equipment, traffic control rules, and expanded encroachment permit requirements), the Committee recommends deleting the City Council's requirement for unloading lumber by hand and reverting to the original Committee recommendation for roll off unloading of lumber. The Committee also recommends that additional conditions should be added regarding equipment and roll off dumpster deliveries to require proactive measures, such as plywood, to limit damage to streets and curbs, and that this be added to the handbook. The Athens contract should be amended to include the dumpster delivery recommendation.

Findings:

After reviewing the status of the recommendations, the Committee finds that the following recommendations have already been implemented:

1. Recommendation #1 (Amend Zoning Code to provide standards for third parking space) – This was completed with the adoption of Ordinance 2166 on December 3, 2007.
2. Recommendation #2 (Allow for overnight parking if off-street parking is inadequate) – This was completed with the adoption of Ordinance 2154 on March 7, 2007).
3. Recommendation #5 (Develop a public notice mailing list for public hearings comprising of the entire Southwest Hills)– This was completed administratively, the Committee confirmed that the mailing area is depicted on the map in the handbook.
4. Recommendation #7 Portion (Post active building permits on the City's web site) – This has been completed and is updated weekly.
5. Recommendation #8 (Have a single point of contact for code enforcement) – This was completed administratively and is included in the handbook. Planning & Building is the contact during business hours, and the Police Department after hours. Planning & Building will prepare a "cheat sheet" for the Police dispatchers.
6. Recommendation #11 (Limit construction vehicle size) – This was completed with the adoption of Ordinance 2155 on March 7, 2007, and revised with Ordinance 2179 on October 1, 2008.
7. Recommendation #13 (Limit construction hours to 8:00 a.m. to 6:00 p.m, Monday through Saturday; Limit construction vehicle operations from 9:00 a.m. to 2:00 p.m.) – This was completed with the adoption of Ordinance 2153 on March 7, 2007. The City Council changed the start times to 8:30 a.m.
8. Recommendation #15 - Portion (Post "No Parking" or "Restricted Parking" in selected areas) – These signs will be installed when the signs referenced in recommendation #3 are installed.
9. Recommendation #17 (No certificate of occupancy unless all street repairs have been made) – This has been completed administratively and is part of the sign off for final inspections.

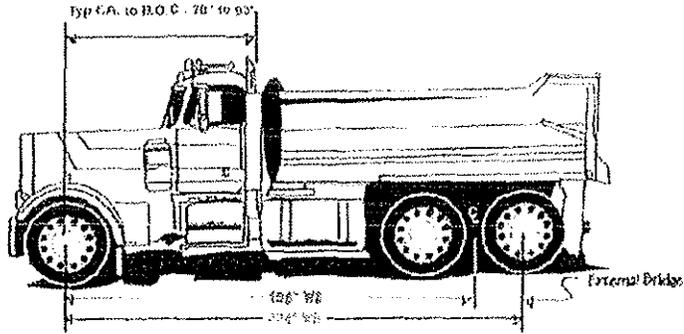
In addition, the Committee finds the following recommendations are considered to be not workable:

1. Recommendation #7 Portion (Post tree permits on the City's web site) – This portion of the recommendation is not feasible because the work authorized by the tree permit is often exercised before the permit can be posted.
2. Recommendation #15 Portion (Double fines in construction zones)– This recommendation is not feasible because double fines can only be imposed on certain designated state highways per CVC 42010.

Exhibits:

1. Maximum Dump Truck Size
2. Sample – Construction Hours Sign

SOUTHWEST MONTEREY HILLS
Maximum Dump Truck Size



10-Wheeler Transfer
GVW 40,000 lbs
Up to 15 Ton Pay Load

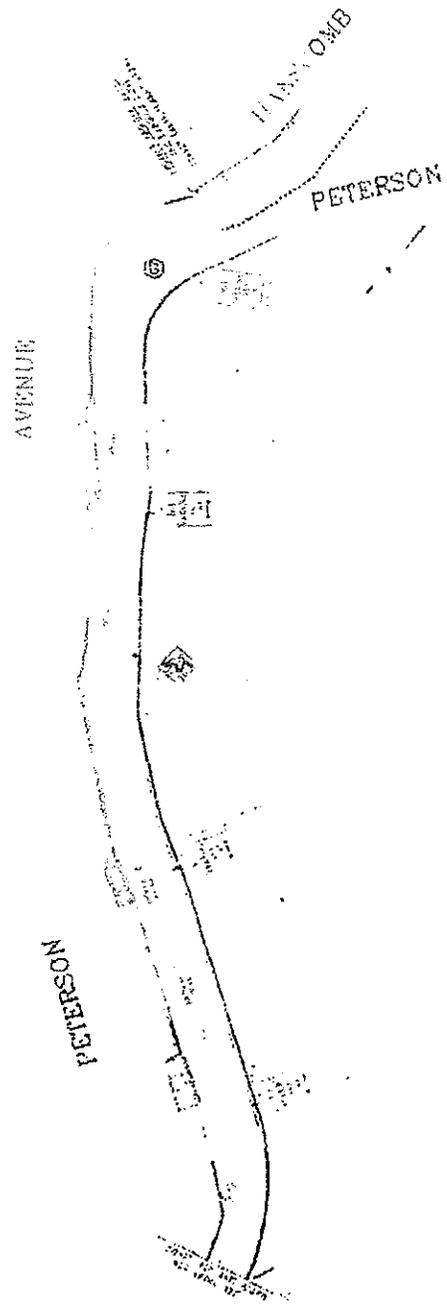
SOUTHWEST MONTEREY HILLS
Required Construction Sign

36' x 48", Hard Surface

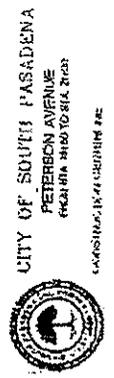


APR 1952
S. 1000 00
S. 1000 00
S. 1000 00

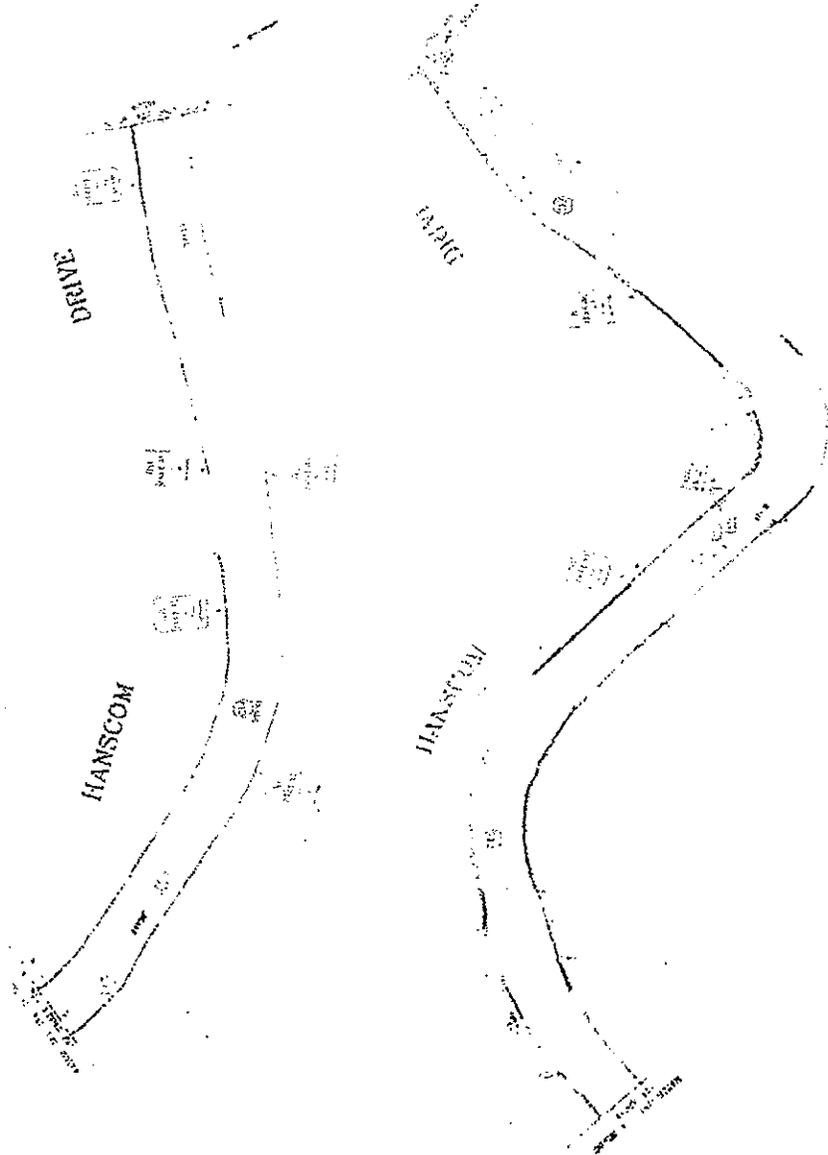
APR 1952
S. 1000 00
S. 1000 00
S. 1000 00



City of South Pasadena
Engineering Department



THIS PLAN IS A REVISION OF THE
 PLAN FOR THE IMPROVEMENT OF
 PETERSON AVENUE FROM STA. 1140
 TO STA. 2100, PASADENA, CALIF.
 THE PLAN IS A REVISION OF THE
 PLAN FOR THE IMPROVEMENT OF
 PETERSON AVENUE FROM STA. 1140
 TO STA. 2100, PASADENA, CALIF.
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 TO STA. 2100, PASADENA, CALIF.



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 IN WRITING FROM THE
 PUBLISHER.



CITY OF SOUTH PASADENA
 HANSCOM DRIVE
 PASADENA, CALIFORNIA 91101
 (626) 799-1111

THE CITY OF SOUTH PASADENA HAS REVIEWED THIS PLAN AND
 FINDS IT CONFORMS WITH THE ZONING ORDINANCE AND
 SUBDIVISION MAP ACT. THE CITY ENGINEER HAS REVIEWED
 THE PLAN AND FINDS IT CONFORMS WITH THE SUBDIVISION
 MAP ACT. THE CITY CLERK HAS REVIEWED THE PLAN AND
 FINDS IT CONFORMS WITH THE SUBDIVISION MAP ACT.
 APPROVED BY THE CITY COUNCIL ON APRIL 14, 2014.
 CITY CLERK: [Signature]

SOUTHWEST HILLS COMMITTEE

Original Recommendations and Committee Findings and Revised Recommendations

Original Recommendation	Committee Findings & Recommendations
1. Zoning Code - Guest Parking	Complete - Ordinance 2166 (Dec. 7, 2007)
2. Allow overnight parking if offstreet inadequate	Complete - Ordinance 2154 (March 7, 2007)
3. Establish "No Parking" zones	"No Parking" zones have been identified. Post signs once CC has approved
4. Investigate reducing speed to 15 mph	Traffic study did not support 15 mph for entire area. Reduce to 20 mph - Peterson, Hill to Hanscom and on Hanscom from Peterson to Illinois (north); Reduce to 15 mph - Peterson from Hanscom to Harriman; All others remain at 25 mph.
3 5. Develop SW Hills public notice mailing list	Complete
6. Develop SW Hills handbook to publicize rules	Completed. Committee recommends several revisions: Reference to 20% slope on page 6; add language to clarify that "Super 10" truck not permitted per recommendation 11; add picture of maximum dump truck size; inform SW hills residents of availability of handbook; clarify that rules pertaining to construction vehicle size applies to all trucks, regardless of whether a project has a building permit or not; Clarify that metal tracks, spikes and street pads not permitted, only rubberized wheels; add reference to \$2.00 encroachment fee. Add rules re: deputy inspector per Recommendation 9.
7. Post building and tree permits online	Building Permits - Complete; Tree Permits not feasible.
8. One point of contact for code enforcement	Complete - Planning & Building during business hours, Police for after hours.

Original Recommendation	Revised Recommendation
9. Developer funds "Deputy Inspector"	Will be implemented when heavy construction vehicles are working in, entering or leaving SW Hills and during early stages of construction (demolition, excavation, caisson drilling and insertion); standard condition of approval to all discretionary applications and added as a requirement for encroachment permits, whereby developer must notify the City of all activities requiring presence of a deputy inspector and that failure to do so will result in a stop work order until deputy inspector is present; SW Hills Committee believes this recommendation can be exclusive to SW Hills and does not need to be citywide because of narrow streets and lack of space for construction activities; Hourly charge shall be reimbursed to the City for the deputy inspector.
10. Levy a "Pavement Impact Fee." 365	City Attorney opinion that fee is not permitted. Committee recommends City Council should authorize a nexus study to justify a fee for the impact of construction vehicles on the wear and tear of pavement; levy this one-time fee at the time a building permit is issued based on the best estimates of the number of haul trucks anticipated for project, which in turn would be based on the amount of excavation that will be required; contractor shall be liable for any damage they do to the road over and above the pavement impact fee.
11. Limit construction vehicle size: Maximum width, 8'3"; maximum loaded weight, 16,000 lbs per axle, 4 axle maximum; maximum length, 30'; Number of trucks at siet at any one time limited to two; prohibit tanks tracks if they have metal spikes.	Complete - Ordinance 2166 (March 7, 2007); Revised - Ordinance 2179 (Oct. 14, 2008). Committee recommends amendment to SPMC to revise size of construction vehicles to a maximum of 48,000 pounds gross vehicle weight (fully loaded) and a maximum 22'4" wheelbase.
12. Adequate signage for enforcement.	R20A (CA) and R20D (CA) signs be installed at 4 locations: Hanscom/Hill; Peterson/Hill; Harriman/Hill; and Collils/Hill. A sign should also be posted on the fence of each construction site, state that "CONSTRUCTION ACTIVITY IS RESTRICTED TO THE HOURS OF 8:30 A.M. TO 6:00 P.M. MONDAY THROUGH SATURDAY, NO EXEPTIONS." The sign shall be hard surface 36" by 48" and shall also include a phone number to call in the event violations are spotted.

Original Recommendation	Revised Recommendation
13. Construction hours limited to 8:00 to 6:00 Monday to Saturday; construction vehicle hours limited to 9:00 to 2:00 Monday to Saturday.	Complete - Ordinance 2153 (March 7, 2007); City Council changed both start times to 8:30. Staff has raised issue of whether citywide hours should be different.
14. 24 hour mailed notice of street closures.	Require posting of 48" by 48" signs at the entrances of SW Hills 48 hours prior to the street closure, with the duration of the closure indicated on the sign. The previous recommendation required a mailed 24-hour notice, which was judged to be cumbersome and ineffective. This notice should apply to all street closures greater than 15 minutes.
15. Post "No Parking" or "Restricted Parking" in selected areas; double fines in construction zones.	Signs posted; double fines not feasible because California Vehicle Code limits double fines only to certain designated state highways.
16. Encroachment permit with fee for delivering or storing materials in public ROW; fee based on amount of space used.	Implement \$2.00/square foot fee ; Should apply to all city-owned properties, including paper streets, not just existing roadways, and SW Hills handbook should include this. Finally, dumpsters shall require the use of a protective barrier underneath (such as plywood) to protect the pavement.
17. No certificate of occupancy until street repairs are complete.	None

Original Recommendation**Revised Recommendation**

18. Expand encroachment permits to include temporary offices fronting construction; roadway clearance of 16 feet at all times; no more than two trucks and one piece of equipment in public street at each construction site at any one time; Small equipment and trash bins shall be moved and adjusted to allow trucks and large equipment to maintain required clearance; delivery of materials or equipment will maintain the required roadway clearance as follows: lumber will be "roll off" style delivery; delivery equipment will be "manned" at all times or parked to maintain roadway clearance; staging materials in front of job site will maintain required roadway clearance; temporary bins will be "roll off" style; place sandbags where they will be effective controlling erosion; two flagmen to be present to provide traffic control when trucks or equipment occupy roadway.

Retain original recommendations but clarify rule that only rubberized wheels are permitted; no metal tracks/spikes or street pads; protective measures (such as plywood) should be required for dumpster deliveries to limit damage to street and curb; SW Hills handbook should be revised to note these requirements; Athens contract should be revised to include this recommendation. Committee also recommends deleting City Council-added requirement that lumber be unloaded by hand.

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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 16, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Margaret Lin, Principal Management Analyst *ML*
SUBJECT: **Authorize a Letter of Support for the Draft California Freight Mobility Plan**

Recommendation

It is recommended that the City Council authorize a letter of support for the Draft California Freight Mobility Plan (CFMP).

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

At the July 2, 2014 City Council Meeting Councilmember Cacciotti requested that staff prepare a comment letter to Caltrans regarding the Draft CFMP, seconded by Councilmember Mahmud. Public review draft comments are due July 31, 2014.

This is not the final draft and there will be additional opportunities to comment as the plan progresses. The Final Draft CFMP will be posted on August 28, 2014, and Final Draft CFMP comments will be due by September 30, 2014. CFMP will be finalized by December 31, 2014.

Analysis

California State Transportation Agency (CalSTA) and California Department of Transportation (Caltrans) developed the CFMP in compliance with Moving Ahead for Progress in the 21st Century Act (MAP-21) which encourages each state to develop a comprehensive freight plan and Assembly Bill 14: Statutory Authority for Freight Planning (AB 14) which requires the preparation of a California State Freight Plan.

The Draft CFMP provides an overall vision and system-wide multi-faceted approach towards freight mobility goals in California. The CFMP includes the following goals:

Letter of support for the Draft California Freight Mobility Plan

July 16, 2014

Page 2 of 2

1. Economic Competitiveness – Improve the contribution of the California freight transportation system to economic efficiency, productivity, and competitiveness.
2. Safety and Security – Improve the safety, security, and resilience of the freight transportation system.
3. Freight System Infrastructure Preservation – Improve the state of good repair of the freight transportation system.
4. Environmental Stewardship – Avoid and reduce adverse environmental and community impacts of the freight transportation system.
5. Congestion Relief – Reduce cost to users by minimizing congestion on the freight transportation system.
6. Innovative Technology and Practices – Use innovative technology and practices to operate, maintain, and optimize the efficiency of the freight transportation system while reducing its environmental and community impacts.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Proposed Letter of Support
2. Draft CFMP - Executive Summary and Introduction

ATTACHMENT 1
Proposed Letter of Support



CITY OF SOUTH PASADENA

1414 MISSION, SOUTH PASADENA, CA 91030
TEL: 626.403.7210 ▪ FAX: 626.403-7211
WWW.SOUTHPASADENACA.GOV

July 8, 2014

Joanne McDermott
Chief, Freight Planning Branch
California Department of Transportation
Division of Transportation Planning
Office of System, Freight, and Rail Planning
1120 N Street, MS 32
Sacramento, CA 95814

RE: Draft California Freight Mobility Plan

Dear Ms. McDermott,

On behalf of the City of South Pasadena, we would like to acknowledge the California State Transportation Agency (CalSTA) and California Department of Transportation (Caltrans) for their diligent work on the Draft California Freight Mobility Plan (CFMP). The CFMP provides an overall vision and system-wide multi-faceted approach towards freight mobility goals in California.

The City of South Pasadena supports a CFMP that recognizes the critical importance of maintaining and improving California's economic status while reducing environmental and community impacts. The CFMP addresses these concerns with Goal 4: Avoid and reduce adverse environmental and community impacts of the freight transportation system; and Goal 6: use innovative technology and practices to operate, maintain, and optimize the efficiency of the freight transportation system while reducing its environmental and community impacts.

As the CFMP identified, the existing freight highway network is severely impacted by the high volume of truck traffic generated by the ports and is operating at capacity. This heavy reliance on trucks has further exasperated air quality and congestion in the region. Given that "more than 90 percent of the truck trips generated in the SCAG region are interregional"¹ and "one train can carry the same load as 280 trucks"², the City of South Pasadena strongly urges CalSTA and Caltrans to develop multi-modal strategies that address the region's congestion and air quality

¹ SCAG, "On the Move: Southern California Delivers the Goods," 2012.

² Caltrans, "Freight Planning Fact Sheet," 2013.

challenges. Shifting freight from trucks to rail would allow the region to meet future demand and reduce emissions from idling vehicles. The City of South Pasadena supports reducing truck traffic on local streets through the financing and construction of regional freight projects such as the East-West Freight Corridor, High Dessert Corridor, and Alameda Corridor East.

The City of South Pasadena will remain engaged in the CFMP process and looks forward to working together with CalSTA and Caltrans to enhance economic vitality, environmental sustainability, and improved quality of life in the region.

Thank you for your consideration of these comments.

Sincerely,

Marina Khubersian, M.D.
Mayor

Robert S. Joe
Mayor Pro Tem

Michael A. Cacciotti
Councilmember

Diana Mahmud
Councilmember

Richard D. Schneider, M.D.
Councilmember



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ATTACHMENT 2
Draft CFMP – Executive Summary and Introduction

Introduction

By every measure, California is a national and global trade leader. This long-standing leadership role is the result of California's innovative culture, an unparalleled geographic position on the Pacific Rim, a diverse economy, a highly skilled and well educated workforce, and more than a century of proactive private and public investment in transportation and logistics infrastructure. Freight is the foundation of California's economy, one of the largest, strongest, most diverse, economies in the world.

At the end of 2013, California had the 8th largest economy in the world, just behind Italy and ahead of Russia. The State leads the nation in international trade, handling approximately 40 percent of containerized goods moving between the United States (U.S.) and other countries. Tremendous quantities of bulk materials such as agricultural products, minerals, automobiles, and recyclables pass through the State's twelve deepwater seaports. High value, time sensitive international air cargo passes through California's airports, with just under \$200 billion in total trade value being handled by California's airports in 2010. The international border crossing at Otay Mesa in San Diego County is the third busiest commercial port of entry on the U.S./Mexico border.

Maintaining and improving California's lofty economic status requires that the State continue its traditions of innovation and investment in infrastructure, communities, and the workforce. Other states and countries are aggressively working to expand their share of the domestic and international freight business through improvements to their infrastructure, development of public-private partnerships, and other actions. In many cases, the expansion of freight business in other localities would be at the expense of California's freight industry, including the loss of thousands of California freight-related jobs. California cannot solely rely on past investments to maintain the State's economic competitiveness but must increase its investments in innovative technologies and techniques.

The State is also addressing other critical matters that highlight California's national and international leadership. The State has set aggressive goals for reducing green house gas (GHG) emissions across all emission sources, with a 2050 vision of transitioning the freight industry to a zero, or near zero, emissions status. Along with those emission reductions, the State is also seeking to reduce and eventually eliminate other community and environmental impacts associated with the freight industry. Much has already been achieved to reduce freight impacts through better engines, cleaner fuels, infrastructure changes, and improved operations practices. But more improvement is still needed. As California works to create a sustainable freight industry, it is imperative that the solutions also maintain and improve the economic viability of the State's freight industry and the many economic sectors that depend on timely, reliable, and efficient movement of goods.

To achieve California's freight mobility goals, specific strategies will include using the least polluting, most efficient, and cost effective technologies and system management practices available at the time projects are developed and funded. Strong partnerships between private, public, and community organizations will be necessary to accomplish these goals.

Implementation of individual projects will occur at all levels, from small trucking firms to transcontinental railroads and seaport terminal operators. All levels of government will have essential responsibilities to help plan, develop, fund, and construct projects. The new projects, as well as the existing system, will need to be maintained and operated in a sustainable manner.

The California Freight Mobility Plan defines the overall State Freight Vision and then identifies goals, objectives, strategies, performance measures, and a select set of high-priority projects designed to achieve that vision. The fiscal context is extraordinarily constrained as there is not a reliable, dedicated funding source for freight projects. New freight funding programs are needed at the national, state, and regional levels as freight is everybody's business. Expanding on California's culture of innovation and history of private and public investment will be necessary to achieve the Vision and Goals of the California Freight Mobility Plan.

Vision

“As the national gateway for international trade and domestic commerce, California enhances economic competitiveness by collaboratively developing and operating an integrated, multimodal freight transportation system that provides safe, sustainable freight mobility. This system facilitates the reliable and efficient movement of freight and people while ensuring a prosperous economy, social equity, and human and environmental health.”

Goals

1. **Economic Competitiveness:** Improve the contribution of the California freight transportation system to support economic efficiency, productivity, and competitiveness.
2. **Safety and Security:** Improve the safety, security, and resilience of the freight transportation system.
3. **Freight System Infrastructure Preservation:** Improve the state of good repair of the freight transportation system.
4. **Environmental Stewardship:** Avoid and reduce adverse environmental and community impacts of the freight transportation system.
5. **Congestion Relief:** Reduce costs to users by minimizing congestion on the freight transportation system.
6. **Innovative Technology and Practices:** Use innovative technology and practices to operate, maintain, and optimize the efficiency of the freight transportation system while reducing its environmental and community impacts.

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 16, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Margaret Lin, Principal Management Analyst *ML*
SUBJECT: **Authorize a Public Comment Letter Regarding the Proposed Regulations for the Caltrans Affordable Sales Program**

Recommendation

It is recommended that the City Council authorize a public comment letter regarding the proposed regulations for the Caltrans Affordable Sales Program.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On May 30, 2014, Caltrans released the Notice of Proposed Rulemaking (NPRM) regarding the Affordable Sales Program. The proposed regulations implement Senate Bill 86 (SB 86 – Roberti Act) by ensuring the disposal of Caltrans surplus residential properties will preserve, upgrade and expand the supply of housing available for persons or families of low or moderate income.

Caltrans provided a 45-day public comment period ending on July 14, 2014; and scheduled two public hearings:

1. July 15, 2014 – California State University, Los Angeles
2. July 17, 2014 – Pasadena Convention Center

The release of surplus Caltrans properties is extremely important to the City of South Pasadena. As such, Staff would like to ensure there is sufficient time to thoroughly review and comment on the proposed regulations governing their release. On July 8, 2014, Staff submitted a letter to Caltrans requesting a 45-day extension of the public comment period. On July 9, 2014, Staff was informed by Caltrans that the public comment period has been extended until July 31, 2014.

Analysis

Staff reviewed the list of properties scheduled for release during Phase 1 and identified that 3 properties in Phase 1A, and 8 properties in Phase 1B were included in the City’s Cultural Heritage Inventory. Staff recommends that Caltrans conducts a thorough analysis of the properties proposed for release in Phase 1A to ensure there are no adverse impacts to historic properties and neighborhoods. Projects listed in Phase 1B will be subject to an Environmental Impact Report (EIR) to ensure there are no adverse impacts to the environment or historic properties. Staff also recommends that Caltrans consider the inclusion of a historic properties covenant in their regulations to ensure the preservation of these historic resources.

Property	Phase	Local Historic Inventory
540 Prospect Avenue	Phase 1A	
885 Oneonta Drive	Phase 1A	
2007 Cambridge Place	Phase 1A	
2011 Cambridge Place	Phase 1A	
532 Meridian Avenue	Phase 1A	
535 Meridian Avenue	Phase 1A	
1707 Meridian Avenue	Phase 1A	Yes
530 Orange Grove Avenue	Phase 1A	
822 Valley View Road	Phase 1A	
808 Valley View Road	Phase 1A	
1101 Pine Street	Phase 1A	Yes
863 Monterey Road	Phase 1A	
534 Orange Grove Avenue	Phase 1A	
529 Prospect Avenue	Phase 1A	
815 Bonita Drive	Phase 1A	
2035 Berkshire Avenue	Phase 1A	
2028 Berkshire Avenue	Phase 1A	
852 Monterey Road	Phase 1A	Yes
1109 Grevelia Street	Phase 1A	
1821 Meridian Avenue	Phase 1B	Yes
495 Prospect Avenue	Phase 1B	
533 Prospect Avenue	Phase 1B	Yes
400 Prospect Circle	Phase 1B	Yes
511 Prospect Avenue	Phase 1B	Yes
910 Bonita Drive	Phase 1B	
801 Bonita Drive	Phase 1B	Yes
901 Bonita Drive	Phase 1B	
823 Bonita Drive	Phase 1B	
773 Bonita Drive	Phase 1B	
626 Prospect Avenue	Phase 1B	
705 Bonita Drive	Phase 1B	Yes
1131 Glendon Way	Phase 1B	Yes
816 Bonita Drive	Phase 1B	Yes

Public Comment Letter for the Affordable Sales Program

July 16, 2014

Page 3 of 5

Property	Phase	Local Historic Inventory
1107 Grevelia Street	Unimproved	
728 Bonita Drive	Unimproved	
821 Bonita Drive	Unimproved	
804 Valley View Road	Unimproved	Yes
2006 Berkshire Avenue	Unimproved	

After an initial review of the proposed regulations, Staff has determined that the proposed priority order of the Conditions of Conditional Offer Prior to Sale does not adequately provide former owners and present occupants the opportunity to purchase their residences. Staff recommends that Caltrans revise the order of priority of the Conditions of Conditional Offer Prior to Sale as follows:

Original	Proposed Revisions
1) All single-family residences presently occupied by their former owners who are tenants in good standing shall be offered to those former owners at the appraised fair market value.	Same.
2) All single-family residences shall be offered at an affordable price on fair market value at each buyer's option to the present occupants who are in good standing who have occupied the property two years or more, and who are persons and families of low or moderate income, if the present occupants have not had an ownership interest in real property in the last three years.	Same.
3) All single-family residences shall be offered at an affordable price or fair market value at each buyer's option to the present occupants who are in good standing who have occupied the property five years or more, and whose household income does not exceed 150 percent of the area median income if the present occupants have not had an ownership interest in real property in the last three years.	Same.
None.	4) All single-family residences shall be offered at an affordable price or fair market value at each buyer's option to the present occupants who are in good standing who have occupied the property five years or more, and whose household income <u>exceed</u> 150 percent of the area median income if the present occupants have not had an ownership interest in real property in the last three years.

Original	Proposed Revisions
4) All other surplus residential properties and all properties described in paragraphs 1, 2, and 3 of this Subdivision that are not purchased by the former owners or the present occupants, shall then be offered to housing-related public and private entities at a reasonable price.	5) All other surplus residential properties and all properties described in paragraphs 1, 2, 3, and 4 of this Subdivision that are not purchased by the former owners or the present occupants, shall then be offered to persons or families of low or moderate income at a reasonable price.
None.	6) All other surplus residential properties and all properties described in paragraphs 1, 2, 3, and 4 of this Subdivision that are not purchased by the former owners or the present occupants, shall then be offered to housing-related public entities at a reasonable price.
None.	7) All other surplus residential properties that are not purchased by the former owners, present occupants, persons or families of low or moderate income, or housing-related public entities shall be offered to housing-related private entities.

Staff would also like Caltrans to remove the proposed Director’s Deed in the Conditions of Conditional Offer Prior to Sale that places a restriction on the subsequent sale and rent of the property to an affordable rent for 30 years, for properties that are sold below fair market value. Staff believes the 30-year stipulation is too long, and would like Caltrans to evaluate the time period of the Director’s Deed on a case-by-case basis in order to offer tenants who purchase the properties maximum flexibility.

The NPRM is specific to residential properties; however, additional Caltrans surplus properties within the City include non-residential properties. Staff would like to request that Caltrans provide additional information regarding the release of the surplus non-residential properties.

Legal Review

The City Attorney has not reviewed this item. Due to the time constraints the proposed letter was sent simultaneously to legal counsel for review and comments will be presented to the Council when the item is considered.

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. Proposed Public Comment Letter
2. Affordable Sales Program - Proposed Regulations
3. Notice of Proposed Rulemaking

Public Comment Letter for the Affordable Sales Program
July 16, 2014
Page 5 of 5

4. Notice of Extension of Written Comment Period

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ATTACHMENT 1
Proposed Public Comment Letter



CITY OF SOUTH PASADENA

1414 MISSION, SOUTH PASADENA, CA 91030
TEL: 626.403.7210 • FAX: 626.403-7211
WWW.SOUTHPASADENACA.GOV

***** DRAFT *****

July 16, 2014

Brent L. Green
Chief, Division of Right of Way and Land Surveys
ATTN: Affordable Sales Program
California Department of Transportation
1120 N Street, MS 37
Sacramento, CA 95814

RE: Affordable Sales Program: Caltrans SR-710 Surplus Properties Sales

Dear Mr. Green:

The City of South Pasadena (City) appreciates the opportunity to review and comment on the proposed rules and regulations for the Affordable Sales Program and is anxious to see the release of so many properties under Caltrans control for multiple decades. Their release brings closure to the surface freeway route debate and a great opportunity for many to achieve a life-long dream of homeownership.

The City submitted a request for a 45-day extension of the public comment period on July 8, 2014. While the City appreciates that Caltrans has extended the public comment period from July 14, 2014 to July 31, 2014. The City would like to emphasize the need for adequate public comment in order to ensure the rules and regulations regarding the release of these properties are clear and appropriate for our community. The City would, again, like to request a minimum 45-day extension of the public comment period from the originally scheduled end date and suggest that perhaps an extension up to 120-days should be considered.

Given the importance of these properties, it is imperative that the regulations governing their release are equitable and effective. As such the City would like to request that Caltrans amend the proposed rules and regulations of the Affordable Sales Program with the following:

- I. Properties identified for Phase 1A are single family residences that Caltrans has determined are non-historic and would not result in any community impact.
 - 1) After reviewing the City's Cultural Heritage Inventory (June 2014), it was determined that 3 of the 19 properties in Phase 1A were identified in the Cultural Heritage Inventory.

- i. 1707 Meridian Avenue
 - ii. 1101 Pine Street
 - iii. 852 Monterey Road
 - 2) The City urges Caltrans to provide a thorough analysis of the properties proposed for release in Phase 1A to ensure there are no adverse impacts on historic properties.
 - 3) The City recommends that Caltrans consider the inclusion of a historic properties covenant to ensure the preservation of these historic resources.
- II. The City would like to ensure that the rules and regulations of the Affordable Sales Program maximizes flexibility for local residents; including former owners and present occupants. The City would like to request that Caltrans revise the order of priority of the Conditions of Conditional Offer Prior to Sale as follows:

<u>Original</u>	<u>Proposed Revisions</u>
1) All single-family residences presently occupied by their former owners who are tenants in good standing shall be offered to those former owners at the appraised fair market value.	Same.
2) All single-family residences shall be offered at an affordable price on fair market value at each buyer's option to the present occupants who are in good standing who have occupied the property two years or more, and who are persons and families of low or moderate income, if the present occupants have not had an ownership interest in real property in the last three years.	Same.
3) All single-family residences shall be offered at an affordable price or fair market value at each buyer's option to the present occupants who are in good standing who have occupied the property five years or more, and whose household income does not exceed 150 percent of the area median income if the present occupants have not had an ownership interest in real property in the last three years.	Same.
None.	4) All single-family residences shall be offered at an affordable price or fair market value at each buyer's option to the present occupants who are in good standing who have occupied the property five years or more, and whose household income exceed 150 percent of the area median income if the present occupants have not had an ownership interest in real property in the last three years.
4) All other surplus residential properties and all properties described in paragraphs 1, 2, and 3 of this Subdivision that are not purchased by the former owners or the present occupants, shall then be offered to housing-related public and private entities at a reasonable price.	5) All other surplus residential properties and all properties described in paragraphs 1, 2, 3, and 4 of this Subdivision that are not purchased by the former owners or the present occupants, shall then be offered to persons or families of low or moderate income at a reasonable price.
None.	6) All other surplus residential properties and all properties described in paragraphs 1, 2, 3, and 4 of this Subdivision that are not purchased by the former owners or the present occupants, shall then be offered to housing-related public entities at a reasonable price.

Original	Proposed Revisions
None.	7) All other surplus residential properties that are not purchased by the former owners, present occupants, persons or families of low or moderate income, or housing-related public entities shall be offered to housing-related private entities.

- III. The proposed Director's Deed listed in the Conditions of Conditional Offer Prior to Sale places a restriction on the subsequent sale and rent of the property to an affordable rent for 30 years for properties that are sold below fair market value.
 - 1) The City would like Caltrans to remove the 30 year *stipulation* and consider these situations on a case-by-case basis in order to offer tenants who purchase the properties maximum flexibility.
- IV. The proposed regulations are specific to residential properties; the City would like clarification regarding the release of Caltrans surplus non-residential properties.

We sincerely appreciate this opportunity to provide feedback on the Affordable Sales Program and look forward to working with Caltrans to preserve, upgrade, and expand the supply of housing within the City of South Pasadena.

If you have any questions or comments please feel free to contact Sergio Gonzalez, City Manager, at sgonzalez@southpasadenaca.gov or (626)403-7210.

Sincerely,

Marina Khubersian, M.D.
Mayor

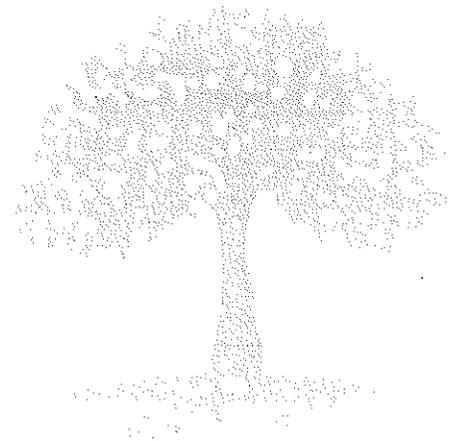
Robert S. Joe
Mayor Pro Tem

Michael A. Cacciotti
Councilmember

Diana Mahmud
Councilmember

Richard D. Schneider, M.D.
Councilmember

cc: City Manager



ATTACHMENT 2
Affordable Sales Program - Proposed Regulations

TITLE 21 PUBLIC WORKS
DIVISION 2. DEPARTMENT OF TRANSPORTATION
CHAPTER 9.5. AFFORDABLE SALES PROGRAM

§ 1475 Purpose and Scope

- (a) In 1979, the Legislature passed Senate Bill 86, known as the "Roberti Act", and these regulations implement that Act. The Legislature has found and declared that the sale of certain surplus residential properties by the Department of Transportation (Department) will result in the loss of decent and affordable housing for persons and families of low- and moderate-income and in the displacement of large numbers of such persons and families. Pursuant to Government Code sections 54235 through 54238.7, the Department is required to dispose of such properties in a manner that will preserve, upgrade and expand the supply of housing available to affected persons and families of low or moderate income. This article sets forth the regulations used by the Department for the sale of surplus residential properties under Government Code sections 54235 et seq. The regulations specified herein and the governing statutes are collectively known as the "Affordable Sales Program."
- (b) Pursuant to Government Code section 54238.3, the regulations in this article are limited in effect to surplus residential properties acquired for State Route 710 (SR 710), in Los Angeles County.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54235, 54238.3 & 54238.4

§1476 Definitions

- (a) **Housing-related private entity** means an "Eligible Sponsor" as defined in California Code of Regulations, Title 25, section 7303.
- (b) **Housing-related public entity** means a Public Housing Agency (PHA) as defined in Code of Federal Regulations, Title 24, section 5.100.
- (c) **Principal place of residence** means the place where one actually lives for the greater part of time, or the place where one remains when not called elsewhere for some special or temporary purpose and to which one returns frequently and periodically, as from work or vacation. There may be only one personal place of residence for any individual. Evidence that a location is the individual's "principal place of residence" includes, but is not limited to, the following elements, a compilation of which lends greater credibility to

the determination that a particular place is the principal place of residence, whereas the presence of only one element may not support such a determination:

- (1) The subject premises are listed as the individual's place of residence on any motor vehicle registration, driver's license, voter registration, or with any other public agency, including federal, state and local taxing authorities.
- (2) Utilities are billed to and paid by the individual at the subject premises.
- (3) All of the individual's personal possessions have been moved into the subject premises.
- (4) A homeowner's tax exemption for the individual has not been filed for a different property.
- (5) The subject premises are the place the individual normally returns to as his/her home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, or other reasonable temporary periods of absence.

(d) **Occupant**, notwithstanding any other provision of law, means a person or persons who is in occupancy, is of majority age, and is listed on the lease or rental agreement.

(e) **Reasonable price** means a decision reached jointly between a buyer and seller of property, reflecting a judgment influenced by the economic realities of the marketplace and the relative bargaining powers of the parties and is a price that provides the best total value in consideration of availability, delivery time, fitness for purpose, payment terms, quality, quantity, and service. In no instance shall "reasonable price" be less than the price originally paid by the Department.

(f) **Surplus residential property** means land and structures owned by the Department that have been determined to be excess pursuant to Streets and Highways Code section 118.6, and are developed as single-family or multifamily housing, but does not include property held by the Department for the purpose of exchange.

(g) **Limited equity housing cooperative** means a corporation as defined in Health and Safety Code section 50076.5.

(h) **Affordable housing cost** means that amount as defined in California Code of Regulations, Title 25, section 6924.

(i) **Affordable price** means the price that would be yielded from applying the market interest rate over a fully amortized 30-year term to the purchasing household's affordable housing cost, less the cost of property taxes and assessments, fire and casualty insurance covering replacement value of property improvements, property maintenance and repairs, utilities, and homeowner association fees but under no circumstances shall it be more than fair market value nor less than the price paid by the Department.

(j) **Fair market value** means fair market value as of the date the offer of sale is made by the selling agency pursuant to the provisions of this article and shall reflect the existing "as

is” condition of the property, taking into account any repairs required to make the property safe and habitable.

(k) Gross income means income as defined in California Code of Regulations, Title 25, section 6914.

(l) Good standing means tenants or occupants who are current in rent obligations, and in full compliance with the terms and conditions of the lease or rental agreement.

(m) Former tenants in good standing means tenants who were current in rent obligations, in full compliance with the terms and conditions of the lease or rental agreement at the time of vacancy, and whose tenancy was not terminated for cause.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54236 & 54237; Sts. & Hy. Code § 118.6; 25 C.F.R. § 7303; 24 C.F.R. § 5.100; Health & Saf. Code § 50076.5; Cal. Code Regs., tit. 25, § 6924; Cal. Code Regs., tit. 25, § 6914.

§1477 Conditional Offer Prior to Sale

(a) Prior to sale, the Department shall make a Conditional Offer Prior to Sale to sell surplus residential property, subject to the following order of priority pursuant to Government Code sections 54237(a) and (d):

- (1) All single-family residences presently occupied by their former owners who are tenants in good standing shall be offered to those former owners at the appraised fair market value.
- (2) All single-family residences shall be offered at an affordable price or fair market value at each buyer’s option to the present occupants who are in good standing who have occupied the property two years or more, and who are persons and families of low or moderate income, if the present occupants have not had an ownership interest in real property in the last three years.
- (3) All single-family residences shall be offered at an affordable price or fair market value at each buyer’s option to the present occupants who are in good standing who have occupied the property five years or more, and whose household income does not exceed 150 percent of the area median income if the present occupants have not had an ownership interest in real property in the last three years.
- (4) All other surplus residential properties and all properties described in paragraphs 1, 2, or 3 of this Subdivision that are not purchased by the former owners or the present occupants, shall then be offered to housing-related public and private entities at a reasonable price.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3

§1478 Conditions of Conditional Offer Prior to Sale

- (a) For single family residences offered to occupants, the Conditional Offer Prior to Sale shall be made to all occupants shown on the existing Rental Agreement for purchase in the entirety. No offers shall be made that excludes any otherwise qualified occupants.
- (b) Sales Price Determination:
 - (1) For income-qualified buyers, the Department shall use the criteria listed in California Code of Regulations, Title 25, section 6910 et seq., as the sales price determination.
 - (2) For all other households not proposing to purchase as income-qualified purchasers according to California Code of Regulations, Title 25, section 6910 et seq., the Department shall use fair market value as the sales price determination.
 - (3) For housing-related public and private entities, the Department shall use reasonable price as the sales price determination.
- (c) The Department shall verify income and employment for buyers whose purchase price is based on affordability.
- (d) Purchase funds must come from sources other than the Department; the Department will not lend or otherwise finance purchases of the surplus property.
- (e) For single-family residences sold below fair market value to income-qualified purchasers, the Department's obligation to make repairs required by lenders and government housing assistance programs is limited to the Federal Housing Administration's (FHA) Minimum Property Standards pursuant to Code of Federal Regulations, Title 24, section 200.926.
- (f) All other surplus residential properties sold under the Affordable Sales Program will be sold for fair market value.
- (g) All properties sold are without warranty.
- (h) For all property sold at below fair market value:
 - (1) There shall be a Director's Deed restriction limiting the subsequent sale of the property as defined in Government Code section 54237(b) and the rent of the property to an affordable rent as defined in this section for 30 years commencing from the date of recordation of the Director's Deed.
 - (2) Property sold to a local public agency is subject to Streets and Highways Code section 118(a)(2).
- (i) For property sold to housing-related public and private entities:
 - (1) The purchasing entity shall cause the property to be rehabilitated and developed as a limited equity cooperative housing with first right of occupancy to present occupants, except where the development of a cooperative or cooperatives is not feasible, the purchasing agency shall cause the property to be used for low- and

moderate-income rental or owner-occupied housing, with first right of occupancy to the present tenants.

(2) The Department shall solicit proposals or bids for such sales.

- (j) For property sold at fair market value to persons who will be owner occupants, the purchaser(s) must declare intention to reside in or on the property, and maintain it as their principal place of residence.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code § 54237; Cal. Code Regs., tit. 25, §§ 6910 et seq.; 24 C.F.R. § 200.926; Sts. & Hy. Code §§ 104.5 & 118.

§1479 Notice of Conditional Offer Prior to Sale

- (a) Present occupants: The Department shall give written notice of the Conditional Offer Prior to Sale by certified mail, return receipt requested, to the present occupants and to housing-related public and private entities.
- (b) Housing-related public and private entities and person or persons who are not occupants but who intend to be owner occupants: The Department shall give written notice of the Conditional Offer Prior to Sale by publishing the notice in at least one newspaper of general circulation within the city or county in which the property is located, pursuant to Government Code section 6061.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1480 Term of Conditional Offer Prior to Sale

- (a) The Conditional Offer Prior to Sale to present occupants shall remain open for 60 days from the date of mailing. The Conditional Offer Prior to Sale to housing-related public and private entities and/or persons who are not occupants but who intend to be owner occupants, shall remain open for 60 days from the date of publication.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1481 Acceptance of Conditional Offer Prior to Sale

- (a) Acceptance of the Conditional Offer Prior to Sale must be made in writing to the Department, mailed by certified mail, return receipt requested, to the address identified in the Conditional Offer Prior to Sale and received no later than 60 days from the date of mailing of the notice or the date of publication, as applicable.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1482 Acceptance Must Include Evidence of Income and Occupancy; Burden on Buyer

- (a) The burden is on the buyer to show eligibility for purchase based on affordability. The buyer(s) shall provide documentation of income and family composition. Income from all occupants 18 years of age or older shall be included as part of household income. Documentation may include but is not limited to Internal Revenue Service Form W-2, state or federal income tax returns and forms, pay stubs, and any other financial documentation relevant to income.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1483 Incomplete or Insufficient Documentation is Grounds for Denial

- (a) Buyers that submit initial responses to the Conditional Offer Prior to Sale that are deemed to be incomplete or insufficient shall be notified of the incompleteness or insufficiency of the response within 10 working days of the Department receiving the response. Such buyers will be granted an additional 30 days to provide additional required documentation. Additional documentation must be received no later than 90 days from the date of mailing of the Conditional Offer Prior to Sale. Failure of the buyer to respond satisfactorily and timely shall be deemed a rejection of the offer.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1484 Failure to Respond Within 60 Day of Notice Deemed Rejection of Offer.

- (a) Failure to respond to the Conditional Offer Prior to Sale or a response received after 60 days from the date of notice or publication, as applicable, shall be deemed a rejection of the offer.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1485 Determination of Eligibility and Qualifications; Qualified Buyers Ranked by Priority

- (a) The Department shall review the documentation supplied by, and determine the eligibility of each respondent within 60 days of receipt of full documentation. When two or more respondents have equal eligibility for a particular property, each respondent's relative priority for purchasing the property will be ranked according to the respondent who was the earliest to respond with full documentation to the Conditional Offer Prior to Sale.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1486 Offer to Enter into Contract for Sale to be Made According to Priority Ranking; 30 Days to Accept

- (a) Upon determining the respondent with the highest priority to purchase, the Department shall send the respondent a Contract for Sale via First-Class Mail. To accept the Contract for Sale, the respondent shall sign and return the Contract for Sale within 30 days from the date of the Department's mailing of the Contract for Sale.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1487 Upon Acceptance, Buyer has 90 Days to Close Escrow

- (a) Upon acceptance of an Offer to Enter into a Contract of Sale, the buyer has 90 days to close escrow. The Department may, however, at its sole discretion, and upon the buyer showing good cause, grant a 30 day extension giving the buyer additional time to close escrow.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1488 Surplus Residential Properties not Subject to Sale Under Government Code section 54237(a) through 54237(d)

- (a) For surplus residential properties not sold pursuant to Government Code section 54237(a) through 54237(d), the Department shall sell the property according to the following priority:
- (1) To present tenants at fair market value.
 - (2) To eligible former tenants at fair market value.
 - (3) Pursuant to Streets and Highways Code section 118.6, with preference given to the highest responsive bidder who will be an owner occupant.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code §§ 54237 & 54237.3.

§1489 Duty of Purchaser Upon Noncompliance

- (a) Pursuant to Government Code section 54238, in the event a purchaser of surplus residential property does not comply with terms, conditions, and restrictions imposed pursuant to Section 54237 of this article, a state agency which sold the property may require that the purchasers pay the state the difference between the actual price paid by the purchaser for the property and the fair market value of such property, at the time of the agency's determination of noncompliance, plus 6 percent interest on such amount for the period of time the land has been held by the purchaser. Such interest shall be compounded annually. The terms described in this Subdivision exist to ensure that such properties will remain available to persons and families of low or moderate income.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code § 54238.

§1490 Monitoring

- (a) All properties sold at below fair market value shall be monitored at least annually for the duration of the Director's Deed restriction to ensure affordable housing availability.

NOTE: Authority cited: Govt. Code §§ 54235, 54236, 54237, 54237.3, 54237.5, 54237.7, 54237.8, 54238, 54238.3, 54238.4, 54238.5, 54238.6, 54238.7. Reference cited: Govt. Code § 54237.

ATTACHMENT 3
Notice of Proposed Rulemaking

TITLE 21. PUBLIC WORKS
Division 2. Department of Transportation

NOTICE OF PROPOSED RULEMAKING

The Department of Transportation (Caltrans) proposes to adopt the proposed regulations described below after considering all comments, objections, and recommendations regarding the proposed action.

PUBLIC HEARING

Caltrans will hold public hearings at the time and place listed below. The meeting facilities are wheelchair accessible. At the hearings, any person may present statements orally, or in writing relevant to the proposed action described in the Informative Digest.

July 15, 2014 6:00 p.m. – 8:00 p.m.
California State University, Los Angeles
Golden Eagle Building
Golden Eagle Ballroom
5151 State University Drive
Los Angeles, CA 90032

July 17, 2014 6:00 p.m. – 8:00 p.m.
Pasadena Convention Center
Conference Center, Lower Level, Rm. 107
300 East Green Street
Pasadena, CA 91101

WRITTEN COMMENT PERIOD

Any interested persons, or his or her authorized representative, may submit written comments relevant to the proposed regulatory action to Caltrans. Comments may also be submitted by facsimile (fax) at (916) 654-6378, or by e-mail to Affordable_Sales_Program@dot.ca.gov. The written comment period closes at 5:00 PM on July 14, 2014. Caltrans will consider only comments received by that time.

Please submit comments to:

Brent L. Green
Chief, Division of Right of Way and Land Surveys
ATTN: Affordable Sales Program
California Department of Transportation
1120 N Street, MS 37
Sacramento, CA 95814

AUTHORITY AND REFERENCE

Sections 118 through 118.6 of the Streets and Highways Code authorizes Caltrans to dispose of real property no longer required for transportation uses. Caltrans is implementing, interpreting, and making specific Sections 54235 through 54238.7 of the Government Code which requires that certain properties owned by state agencies be disposed in a manner that will preserve, upgrade, and expand the supply of housing available to affected persons and families of low or moderate income.

INFORMATIVE DIGEST/ POLICY STATEMENT OVERVIEW

Caltrans acquires real property necessary for state transportation purposes, and must, by law, attempt to dispose of properties no longer required for those purposes (Streets and Highways Code section 118.6). Government Code sections 54235 through 54238.7 (the "Roberti Act") sets forth the priorities and procedures for disposing of surplus residential property for State Route 710 (SR 710) in Los Angeles County.

In 1979, the Legislature reaffirmed its findings that there exists within the urban and rural areas of the state a serious shortage of decent, safe, and sanitary housing which persons and families of low or moderate income can afford, and consequently a pressing and urgent need for the preservation and expansion of the low and moderate income housing supply. The Legislature further reaffirmed its findings that highway and other state activities have contributed to the severe shortage of such housing, and that provision of decent housing for all Californians is a state goal of the highest priority. The Legislature stated that actions of state agencies including the sales of surplus residential properties which result in the loss of decent and affordable housing for persons and families of low or moderate income is contrary to state housing, urban development, and environmental policies and is a significant environmental effect, within the meaning of Article XIX of the California Constitution, which will be mitigated by the sale of surplus residential property pursuant to the provisions of Government Code sections 54235 through 54238.7.

Additionally, the Legislature stated that the sale of surplus residential property pursuant to the provisions of the Roberti Act will directly serve an important public purpose. Accordingly, the Legislature intends by the Roberti Act to preserve, upgrade, and expand the supply of housing available to persons and families of low or moderate income. (Government Code section 54235.)

The Los Angeles Superior Court declared in *City of South Pasadena v. The California Department of Transportation* (Super. Ct. Los Angeles County, 2007, No. BC331628) that legal title to all State Route 710 (SR 710) parcels of real property shall remain vested in Caltrans until adoption of an appropriate regulation under the Administrative Procedures Act for their disposal pursuant to Government Code sections 54235 through 54238.7.

After conducting an evaluation for any related regulations, Caltrans has concluded that these are the only regulations concerning the use of surplus transportation property for affordable housing. Therefore, the proposed regulations are not inconsistent or incompatible with existing state regulations or statutes, and do not differ substantially from existing comparable federal regulations or statutes.

The proposed regulations set forth the procedures that will allow Caltrans to dispose of surplus residential properties originally acquired for the SR 710 extension in the cities of Los Angeles, South Pasadena, and Pasadena in accordance with the Roberti Act. The proposed regulations will increase the number of low and moderate income homeowners by allowing qualified tenants and occupants to purchase homes on the basis of affordability under the program, and will provide a benefit to purchasers by setting forth the standards used to calculate the appropriate purchase prices to fulfill the state's mission of providing affordable home ownership to Californians. The proposed regulations will provide the public with guidelines to determine the income levels used to qualify for the program, which in turn promotes fairness and social equity to the buying public. The proposed regulations will provide a non-monetary benefit by setting the guidelines and timelines applicable, which promotes openness and transparency in business and government.

The Regulations proposed in this rulemaking action will:

Section 1475 – Implement Senate Bill 86 known as the “Roberti Act”.

Section 1476 – Define the terms used in the proposed regulations.

Section 1477 – Specify the order of priority for the Conditional Offer Prior to Sale.

Section 1478 – Set forth the criteria for Conditions of Offer Prior to Sale.

Section 1479 – Set forth the notices for Conditional Offer Prior to Sale.

Section 1480 – Set forth the term of the Conditional Offer Prior to Sale.

Section 1481 – Set forth the terms of acceptance for the Conditional Offer Prior to Sale.

Section 1482 – Specify the burden of evidence for income and occupancy on the buyer.

Section 1483 – Provide grounds for denial based on insufficiency or incompleteness of response to Conditional Offer Prior to Sale.

Section 1484 – Specify that failure to respond will be deemed a rejection of the Conditional Offer Prior to Sale.

Section 1485 – Establish the eligibility for buyers and sets forth priority for purchase.

Section 1486 – Specify the response time for buyers for entering into a Contract for Sale.

Section 1487 – Specify time for close of escrow and the Department’s authority to extend.

Section 1488 – Provide sale provision for properties not subject to sale under the Affordable Sales Program.

Section 1489 – Provide the duty of the purchaser upon noncompliance.

Section 1490 – Specify the monitoring requirement to ensure compliance with the terms of sale.

The adoption of the proposed regulations will increase the openness and transparency in government regarding the sale of property pursuant to the Roberti Act. Adoption of the proposed regulations will not affect: 1) the protection of public health and safety, worker safety, or the environment; and 2) the prevention of discrimination. Adoption of the proposed regulations will: 1) increase openness and transparency in business and government; and 2) promote fairness and social equity because they make residential properties available to low or moderate income people that would otherwise be unaffordable.

DISCLOSURES REGARDING THE PROPOSED ACTION/RESULTS OF THE ECONOMIC IMPACT ANALYSIS

Caltrans has made the following determinations:

Mandate on local agencies and school districts: None.

Cost or savings to any state agency: The cost of below market sales of property sold under the Roberti Act is estimated to be \$232.4 to \$307.1 million.

Cost to any local agency or school district which must be reimbursed in accordance with Government Code sections 17500 through 17630: None.

Other non-discretionary costs or savings imposed on local agencies: There will be an anticipated loss of property tax revenues to the county of Los Angeles that cannot be reasonably estimated.

Costs or savings in federal funding to the state: None.

Significant, statewide adverse economic impact directly affecting business or the ability of California businesses to compete with businesses in other states: None.

Cost impacts on representative private person or businesses: Caltrans is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

Adoption of these regulations:

- (1) will not affect the creation or elimination of jobs within California.
- (2) will not affect the creation of new businesses or the elimination of existing businesses within California.
- (3) will not affect the expansion of businesses currently doing business within California.
- (4) will not affect the benefits of the regulation to worker's safety, and the state's environment.
- (5) will benefit the health and welfare of California residents by providing affordable home ownership to low and moderate income households.

Significant Effect on Housing Costs: None.

Caltrans has determined that the proposed regulations do not affect small businesses because the proposed regulations apply only to certain state-owned properties, not small businesses.

CONSIDERATION OF ALTERNATIVES

In accordance with Government Code section 11346.5, subdivision (a) (13), Caltrans must determine that no reasonable alternative that is considered or that has otherwise been identified and brought to the attention of Caltrans would be more effective in carrying out the purpose for which the action is proposed or would be as effective and less burdensome to affected private persons than the proposed action or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

Caltrans invites interested persons to present statements or arguments with respect to alternatives to the proposed regulatory action during the written comment period and during any of the two scheduled hearings.

CONTACT PERSONS

Inquiries concerning the proposed regulatory action may be directed to:

Brent L. Green
Chief, Division of Right of Way and Land Surveys
California Department of Transportation
1120 N Street, MS 37
Sacramento, CA 95814
916-654-4790

Affordable_Sales_Program@dot.ca.gov

Alternate contact person:

Jennifer Lowden
Assistant Division Chief, Division of Right of Way and Land Surveys
California Department of Transportation
1120 N Street, MS 37
Sacramento, CA 95814
916-654-4790
Affordable_Sales_Program@dot.ca.gov

Please direct requests for copies of the text of the proposed regulations, the initial statement of reasons, or other information upon which the rulemaking is based to Brent L. Green at the above address.

AVAILABILITY OF STATEMENT OF REASONS, TEXT OF PROPOSED REGULATIONS AND RULEMAKING FILE

Caltrans will have the entire Rulemaking File available for inspection and copying throughout the rulemaking process at its office at the above address during regular business hours. As of the date this notice is published in the Notice Register, the Rulemaking File consists of this notice, the proposed text of the regulations, and the initial statement of reasons. Copies may be obtained by contacting Brent L. Green at the address or phone number listed above.

AVAILABILITY OF CHANGED OR MODIFIED TEXT

After considering all written comments received timely, as well as comments received at the scheduled public hearings, Caltrans may adopt the proposed regulations as described in this notice. If Caltrans makes substantive modifications that are sufficiently related to the originally proposed text, it will make the modified text (with changes clearly indicated) available to the public for at least 15 days before Caltrans adopts the regulations as revised. Copies of any modified regulations may be obtained by contacting Brent L. Green at the address or phone number listed above. Caltrans will accept written comments on any modified regulations for 15 days after the date on which they are made available.

AVAILABILITY OF THE FINAL STATEMENT OF REASONS

Upon its completion, copies of the Final Statement of Reasons may be obtained by contacting Brent L. Green at the above address or by visiting Caltrans' Web site listed below.

AVAILABILITY OF DOCUMENTS ON THE INTERNET

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulations in underline and strikeout if applicable can be accessed through Caltrans' Web site at: <http://www.dot.ca.gov/regulations.htm>.

ATTACHMENT 4
Notice of Extension of Written Comment Period

TITLE 21. PUBLIC WORKS
Division 2. Department of Transportation

NOTICE OF EXTENSION OF WRITTEN COMMENT PERIOD

Notice is hereby given that the Department of Transportation (Caltrans) has extended the written comment period originally scheduled to end at 5:00 p.m. on July 14, 2014 regarding regulations proposed to implement, interpret, and make specific Sections 54235 through 54238.7 of the Government Code pursuant to the Notice of Proposed Action filed with the Office of Administrative Law and originally published on May 30, 2014 (Register Z2014-0520-05) to allow all interested parties more time to comment. The text of the proposed regulations has not been modified in any way.

Written comment, including those sent by mail, facsimile, or e-mail to the address listed under the Written Comment Period in this Notice, must be received by Caltrans no later than **5:00 p.m. on July 31, 2014**. The Notice of Proposed Action, the Initial Statement of Reasons, and the proposed text of the regulation are available on Caltrans internet page <http://www.dot.ca.gov/regulations.htm>.

WRITTEN COMMENT PERIOD

Any interested persons, or his or her authorized representative, may submit written comments relevant to the proposed regulatory action to Caltrans. The written comment period closes at 5:00 PM on July 31, 2014. Caltrans will consider only comments received by that time.

Please submit comments to:

Brent L. Green
Chief, Division of Right of Way and Land Surveys
ATTN: Affordable Sales Program
California Department of Transportation
1120 N Street, MS 37
Sacramento, CA 95814

Comments may also be submitted by facsimile (fax) at (916) 654-6378, or by e-mail to Affordable_Sales_Program@dot.ca.gov.

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 16, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *AG*

FROM: Hilary Straus, Assistant City Manager
Paul Toor, Public Work Director
Debby Figoni, Senior Management Analyst *DF*

SUBJECT: **First Reading and Introduction of an Ordinance Amending the South Pasadena Municipal Code Chapter 31.48 Landscaping Standards – Parkway Improvements**

Recommendation

It is recommended that the City Council read by title only for first reading, waive further reading, and introduce an ordinance that amends the South Pasadena Municipal Code (SPMC) Chapter 31.48, Landscaping standards – parkway improvements, which will provide greater detail for parkway improvements.

Fiscal Impact

There is no fiscal impact associated with the consideration of this ordinance.

Commission Review and Recommendation

The proposed amended parkway ordinance was initiated and reviewed by the Natural Resources and Environmental Commission (NREC). The NREC recommended the City Council adopt the accompanying ordinance.

Background

SPMC Chapter 31.48 Landscaping standards – parkway improvements was originally adopted in 1983. A few present day issues are not covered in this section of the SPMC. First, is the issue of synthetic turf which came up in late 2012 when a resident was interested in installing synthetic turf in their front yard and parkway in an effort to conserve water. Since SPMC Chapter 36.300.030 Setback Measurement and Exceptions requires seventy percent live plant material in the front landscape, which often matches the parkway, this issue was sent to the NREC for their input. Second, due to the recent drought, more and more residents are interested in removing the turf in their parkway and installing water wise plants, but types and sizes are presently not addressed. Last, is the issue of the City of South Pasadena's (City) maturing Urban Forest, available tree wells, and tree maintenance responsibilities, all of which have been recent discussion items for the City Council.

Due to vague and insufficient details in the current SPMC, the NREC decided to research a more detailed parkway ordinance that would address current issues, requests, concerns and options for parkway landscapes.

The City Council reviewed an initial draft of the parkway improvements ordinance at the April 9, 2014 City Council Meeting and directed staff to prepare an ordinance amending SPMC Chapter 31.48. It was requested that the issue of synthetic turf be removed from the ordinance at the present time until the Public Works, Cultural Heritage and Planning Commissions could consider and recommend the allowance of the installation of synthetic turf in the parkway as well as front yards. The synthetic turf topic will be brought back to City Council at a future Council Meeting.

Analysis

In 2002, SPMC Chapter 36.300.030 Setback Measurement and Exceptions was adopted. This Section of the SPMC is from Chapter 36 (Zoning) and it provides direction for hardscape stating that “no more than 30 percent of the area of a required front setback shall be pavement or other decorative hardscape materials.” Parkways are areas of land owned by the City, but maintained by the resident. They are not regulated in the Zoning Section of the SPMC. However, parkway landscapes often mirror or compliment front landscapes and vice versa which is why there should be consistency within the SPMC.

Details absent from SPMC Chapter 31.48 include the percentage of hardscape, allowing only drought tolerant plants, the maximum height allowance of the plants, as well as access from the street to the sidewalk. Furthermore, synthetic or artificial turf is not addressed. While the City does not advocate for artificial turf, there are no clear guidelines addressing artificial turf.

Per City Council’s direction at the April 9, 2014 Council Meeting, staff removed the section pertaining to synthetic turf from the initial draft ordinance. Also, as directed by Council, the NREC will discuss policy recommendations for synthetic turf with the Public Works, Cultural Heritage and Planning Commissions and provide an update to Council at a future Council Meeting.

This ordinance is exempt from review under the California Environmental Quality Act (CEQA). According to CEQA Guidelines, certain decisions are exempt from further environmental review.

Section 15307 (Class 7) exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of this ordinance will result in the protection of water resources, and will not result in cumulative adverse environmental impacts or any other potentially significant impact described in CEQA Guidelines.

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. Existing SPMC Chapter 31.48
2. Existing SPMC Chapter 36.300.030
3. Draft Parkway Ordinance

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ATTACHMENT 1
Existing SPMC Section 31.48

CHAPTER 31. STREETS AND SIDEWALKSARTICLE IV. HOUSE NUMBERING**31.48 Parkway improvements.**

It shall be unlawful for any person to erect or maintain, or cause to be erected or maintained, any covering or planting of any parkway area between a sidewalk, or private property line, and street curbs other than the following:

1. Grass.
2. Low lying ground cover plants less than twelve inches in height.
3. Steel troweled portland cement concrete at least three and one-half inches thick, in accordance with the engineering department's standard specifications.
4. Smooth masonry brick on a grout bed at least one-half-inch thick, grouted on all four sides flush with the top surface of brick. The grout shall be a three-to-one ratio of sand to cement.

The above materials shall be placed in a neat workmanlike manner and flush on a straight grade from the top of the street curb to the edge of existing or new sidewalk, or if no sidewalk is involved, on a straight grade of one-quarter inch per foot, to the property line. Before placing of either the concrete or brick type coverings, a permit to do so must first be obtained from the engineering department. The cost of this permit shall be established by resolution. A permit will be issued only to a contractor holding a valid C-8 classification state contractor's license and who has a current city business license for such work.

This section does not apply to the maintenance of trees and shrubs planted by the park department, which shall be watered and cared for by the abutting property owner as required by city and state law. (Ord. No. 1461, § 1; Ord. No. 1983, § 79.)

4. Corner traffic visibility setbacks. All structures and landscaping over 36 inches in height on corner lots shall be set back from the center of the adjacent intersection a minimum of 75 feet, as required by Section 36.300.040.C.

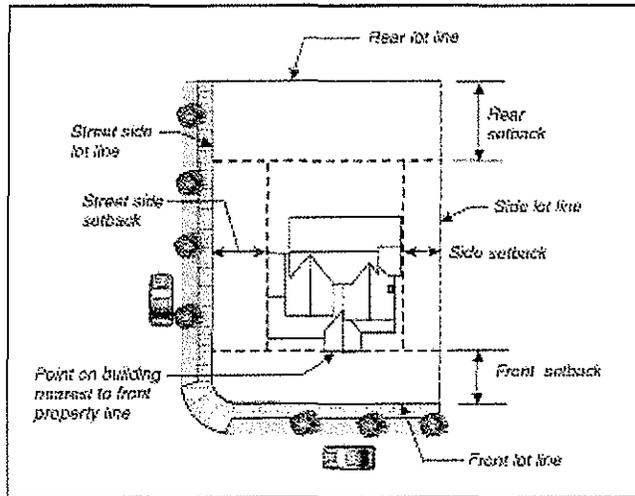


Figure 3-1. Location and Measurement of Setbacks

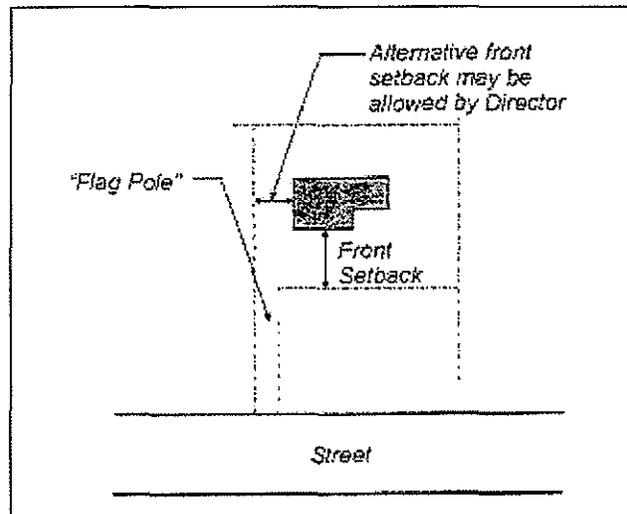


Figure 3-2. Flag Lot Setbacks

D. Setback exceptions, allowed projections into setbacks. An architectural feature may extend beyond the wall of the structure and into the front, side, and rear setbacks, in compliance with Table 3-1.

TABLE 3-1. ALLOWED PROJECTIONS INTO SETBACKS			
Projecting Feature	Allowed Projection into Specified Setback		
	Front	Side	Rear
Sills, cornices, roof overhang or eaves	No closer than 30 in. to a lot line, provided that the lowest edge of the feature is at least 8 ft above ground level.		

Chimney, bay window, greenhouse window	24 in. for no more than 10% of the length of the building wall from which it projects, or a maximum length of 10 ft, whichever is less; but no closer than 30 in. to a side lot line.		
Balcony, deck, or porch, which may be roofed but is otherwise unenclosed	0 ft	36 in. for a deck if its walking surface is 30 in. or less above grade. 36 in. for another projecting feature if it extends along no more than 10% of the length of the building wall from which it projects, or a maximum length of 10 ft, whichever is less. In no case shall a feature project closer than 30 in. to a side lot line.	8 ft
Uncovered steps or landings up to 36 inches in height	36 inches in width, up to 10 ft in length.		
Note: Air conditioning units may be permitted if located outside front or side setbacks, and they shall not be located on rooftops in residential districts.			

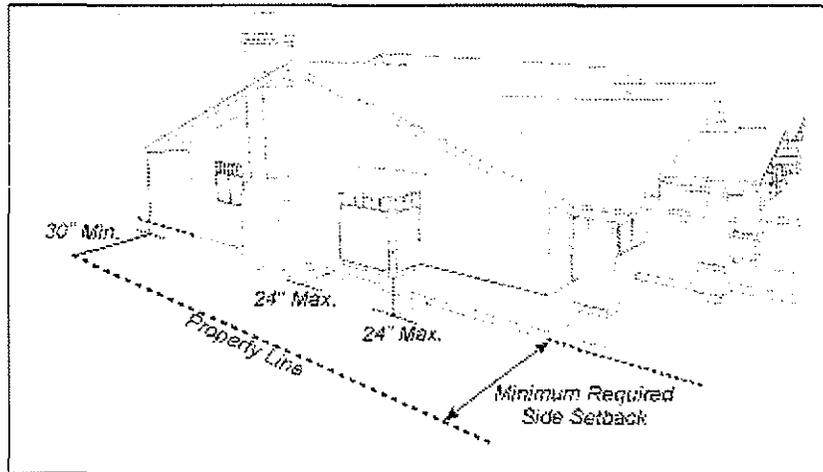


Figure 3-3. Examples of Allowed Projections into Setbacks

E. Limitations on the use of setbacks. A required setback shall only be used in compliance with the following requirements.

1. Storage. No required setback shall be used for the storage of
 - a. Inoperable vehicles, scrap, junk, or similar material; or
 - b. Building materials, except during on-site construction, in compliance with a valid Building Permit.
2. Parking. Residential parking is allowable within a required setback only on driveways, in compliance with Section 36.310.080 (Parking Design Standards).
3. Pavement. Within a residential zoning district, pavement within a required front setback shall be limited to:

- a. The maximum driveway width needed to access each garage door (12 feet for a single-family dwelling and 18 feet for multi-family units), provided that a maneuvering apron adjacent to the garage doors may be as wide as the garage doors; and
- b. A pedestrian walkway not more than five feet wide.
- c. No more than 30 percent of the area of a required front setback shall be pavement or other decorative hardscape materials, except for hillside lots (as defined by Section 36.340.020A [Hillside Protection]) where the required guest parking spaces cannot be located outside of the front setback. A parcel on a cul-de-sac may have up to 45 percent of the front yard paved. Cul-de-sac parcels are allowed more pavement because their curving street frontage and front property line result in their front yard area being smaller than that of a rectangular lot.

(Ord. No. 2108 § 1; Ord. No. 2166, § 4, 2007.)

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ATTACHMENT 2
Existing SPMC Section 36.300.030

South Pasadena Municipal Code

[Up](#)[Previous](#)[Next](#)[Home](#)[Search](#)[Print](#)[No Frames](#)CHAPTER 36 ZONINGArticle 3 Site Planning and General Development StandardsDivision 36.300. General Property Development and Use Standards**36.300.030 Setback Measurement and Exceptions.**

This Section provides standards for the use and minimum size of required setbacks. These standards are intended to provide open areas around structures for: visibility and traffic safety; access to and around structures; access to natural light, ventilation and direct sunlight; separation of incompatible land uses; and space for privacy, landscaping, and recreation.

A. Setback requirements.

1. All structures shall comply with the setback requirements of the applicable zoning districts established by Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), and with any special setbacks established for specific land uses by this Zoning Code.
2. Each required setback shall be open and unobstructed from the ground upward, except for trees and other plant materials, and except as provided by Subsection D. (Setback Exceptions, Allowed Projections into Setbacks).

B. Exemptions from setback requirements. The minimum setback requirements of this Zoning Code apply to all uses except the following:

1. Fences, walls, and hedges with a maximum height of three feet above the natural grade of the parcel, within a required front or street side setback area, or six feet within the side and rear setbacks; except as otherwise provided in Subsection D. (Setback Exceptions, Allowed Projections into Setbacks); and
2. Decks, earthworks, pavement, steps, terraces, and other site design elements which are placed directly upon the finish grade and do not exceed a height of 18 inches above the surrounding finish grade at any point.

C. Measurement of setbacks. The following setbacks shall be measured from each exterior wall of a structure, to define a setback line parallel to the adjacent property line. Figure 3-1 shows the location of each type of setback, and the points from which they are measured.

1. Front yard setbacks. The front yard setback shall be measured at right angles from the front property line of the parcel to the point on the structure nearest to the front property line.
 - a. Corner parcels. The measurement shall be taken from the nearest point on the structure to the nearest point of the property line adjoining the street which is opposite the rear yard.
 - b. Flag lots. The measurement shall be taken from the nearest point on the wall of the structure facing the street to the point where the access strip meets the bulk of the parcel; establishing a building line parallel to the lot line nearest to the public street or right-of-way. See Figure 3-2.
2. Side yard and street side yard setbacks. Side yard and street side yard setbacks shall be measured at right angles from the nearest point on the side property line of the parcel to the nearest portion of the structure; establishing a setback line parallel to the side property line, which extends between the front and rear yards.
3. Rear yard setbacks. The rear yard setback shall be measured at right angles from the nearest point on the rear property line of the parcel to the nearest portion of the structure, establishing a setback line parallel to the rear property line.

ATTACHMENT 3
Draft Parkway Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING ARTICLE V (PARKWAY IMPROVEMENTS,
OBSTRUCTIONS AND TEMPORARY DRIVEWAYS
OF CHAPTER 31 (STREETS AND SIDEWALKS) OF THE
SOUTH PASADENA MUNICIPAL CODE WITH THE
REPEAL OF SECTION 31.48 (PARKWAY
IMPROVEMENTS) AND THE ADDITION OF A NEW
SECTION 31.48 (LANDSCAPING STANDARDS – PARKWAY
IMPROVEMENTS) TO REQUIRE PRIVATE PROPERTY
OWNERS TO MAINTAIN PARKWAY IMPROVEMENTS
AND TO SET STANDARDS FOR SAID IMPROVEMENTS**

WHEREAS, the City of South Pasadena's (City) residential parkways have historically been planted with grass; however, numerous alterations to the plantings in City parkways have been made without City approval, which has created issues with sustainability, access, visibility, potential hazards and nuisances; and

WHEREAS, the City Council desires to establish more detailed parkway standards to promote water conservation, access to public rights-of-way, visibility of traffic and traffic signs and signals, and elimination of potential hazards and nuisances; and

WHEREAS, the City Council desires to amend the South Pasadena Municipal Code (SPMC) Section 31.48 to accomplish the above, as well as to make other clarifying changes to the existing parkway standards.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance is exempt from review under the California Environmental Quality Act (CEQA). According to the CEQA Guidelines certain decisions are exempt from further environmental review. Section 15307 (Class 7) exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of this ordinance will result in the protection of water resources, and will not result in cumulative adverse environmental impacts or any other potentially significant impact described in CEQA Guidelines.

SECTION 2. SPMC Section 31.48 (Parkway Improvements) of Article V (Parkway Improvements, Obstructions and Temporary Driveways) of Chapter 31 (Streets and Sidewalks) is hereby repealed in its entirety.

SECTION 3. That Article V (Parkway Improvements, Obstructions and Temporary Driveways) of Chapter 31 (Streets and Sidewalks) of the SPMC is hereby amended with the addition of a new SPMC Section 31.48 (Landscaping Standards – Parkway Improvements) as follows:

31.48 Landscaping Standards - Parkway Improvements

(a) **Responsibility.** Pursuant to the requirements of this Chapter, the owner of private property adjoining the area between the curb and the sidewalk known as the “parkway” shall be responsible to plant, install and maintain landscaping in the parkway for the entire frontage of the adjoining property in accordance with the following provisions.

(b) **Street Trees.**

- (1) **Provision of Trees.** Whenever a new dwelling unit is added to the adjoining property or new development requiring site plan review is approved, one (1) street tree, of not less than twenty-four-inch (24") box size, shall be provided for each twenty-five feet (25') of property line length unless trees in such number already exist. Such street tree[s] shall be of a species approved by the department of public works. Irrigation methods to be provided to, and approved by, the department of public works.
- (2) **Exceptions.** Street trees shall be appropriately spaced from driveways, light standards, intersections, utility poles, utility meter boxes and the street. Alternatively, a fee shall be paid for planting street trees in other offsite locations that do comply with these standards. Such fee shall be paid to the department of public works, and shall be based on the actual cost to the department of public works to obtain and plant a tree.
- (3) **Maintenance.** The city is responsible for planting, trimming and removal of parkway trees. However, the adjoining property owner is required to provide sufficient moisture for the tree to maintain it in healthy condition. The adjoining property owner shall avoid over-saturation of the tree which could threaten its health.
- (4) **Removal.** No street tree shall be removed unless pursuant to and in compliance with Chapter 34.

(c) **Parkway Landscaping.**

- (1) **Provision of Landscaping.** The area between the sidewalk and the curb shall be landscaped with live plant and non-living material and maintained in a neat and healthy condition.

- (2) **Live Planting Material.** Street trees, groundcover of not more than eight inches (8") in height and accent plantings or shrubbery that are not more than thirty-six inches (36") in height from the adjoining sidewalk surface are the only live plant materials allowed in the parkway. Height specifications for corner lots may be lower and will be reviewed on a case by case basis. Only plants that are classified as having low or moderate water needs are permitted. Such plants are identified on the website of the California Department of Water Resources under "Water Use Classifications of Landscape Species" or WUCOLS, revision year 2000 or later, or on a list available from the department of public works. Automatic irrigation systems, if installed, shall be maintained so as to conserve water, and shall not cause water to run onto the sidewalk or street or to pond within the parkway.
- (3) **Nonliving Material.** Permeable groundcovers that accept foot traffic, such as decomposed granite, rock, organic mulches, and individual paving units set on a stable permeable base are the only nonliving materials allowed in the parkway. This nonliving material may cover up to 30% of the total parkway area adhering to SPMC 36.300.030 Setback Measurement and Exceptions, E 3 c : . Due to dust control considerations, bare dirt is not a permitted non-living material.
- (4) **Decorative Elements.** Decorative stone, wood or other elements are allowed in the parkway, and shall not project more than eighteen inches (18") above the adjoining sidewalk surface.
- (5) **Exceptions.** The paving of the parkway shall be prohibited, except as follows:
- (i.) Parkways subject to major uses for commercial or retail purposes, or abutting a major arterial or regional corridor street as designated in the in the circulation and accessibility element of the General Plan, may be paved for the full depth of the curb to property line area as determined by the department of public works.
 - (ii). The paving of the parkway is installed by a public utility, the city of South Pasadena or another governmental agency for a public purpose;
 - (iii). A paved parkway was approved with the subdivision map for the property; or
 - (iv). A standards variance is approved.
- (6) **Approval of Concrete Paving.** If an exception is allowed, the parkway may be paved according to the requirements provided by the department of public works. Prior to paving the parkway, the adjoining property owner must obtain a street improvement permit from the director of public works with the approval of the director of planning and building.

(d) **Parkway Maintenance and Access.**

(1) **Maintenance of Landscaping.** The owner of private property adjoining the parkway shall be responsible for planting and maintaining parkway landscaping free and clear of refuse, weeds, hazardous materials and plants bearing thorns, stickers or other potentially injurious parts. Plants, mulches, and inorganic groundcover materials shall not be allowed to overgrow or spill over the edge of the sidewalk or curb nor shall plantings be allowed to attach to or to ascend the trunk of any tree.

(2) **Maintenance of Traffic Lines of Sight.** For purposes of pedestrian and vehicular safety, all parkway landscaping shall be maintained so as not to interfere with necessary vehicular or pedestrian traffic lines of sight, including views of traffic signage and signals and clear views of vehicles within the roadbed or exiting driveways. Such standards, which include limitations on taller landscape elements within street intersection areas, shall be determined by the director of public works.

(3) **Access Through Parkway.**

(i). In order to maintain access between the sidewalk and legally parked cars next to the curb, a minimum eighteen-inch-wide (18") walkable convenience strip shall be required adjacent and parallel to the back of the curb along the entire length of the improved parkway to allow ingress and egress for occupants of vehicles parked along the curb. The curb surface may be included in computing the 18" clearance. Additional space may be required as needed at public transit stops at the direction of the department of public works.

(ii). In order to prevent obstructions to public access across parkways, continuous hedge-like plantings shall be prohibited. Single specimen shrubs or groupings of elevated landscape materials, including accent plantings or shrubbery of more than thirty-six inches (36") in height, decorative rock and other elements, shall not extend more than fifteen continuous feet (15') along a parkway as measured parallel to the curb. To allow ingress and egress for occupants of vehicles parked along the curb, a walkable path between the shrub groupings or elevated landscape material must be provided every fifteen feet (15') and be at least thirty-six inches (36") wide as measured parallel to the curb.

(iii). The berming of earth or other landscape materials of more than twelve inches (12") in height above the sidewalk at its highest point, or the creation of a bioswale or depression of more than twelve inches (12") in depth at its lowest point, shall be prohibited. Any berm or bioswale wall slope shall be designed at not more than a 3:1 rise/run ratio.

(iv). Fencing of any kind shall be prohibited in parkways, except for edging of not more than six inches (6") in height intended to contain groundcover material.

(4) **Limitation of Liability.** The city of South Pasadena shall not be responsible for any loss or damage to such landscaping or paving materials in the parkway associated with street, curb or sidewalk repairs or any other municipal repair or maintenance function.

SECTION 4. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Richard L. Adams II, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California at a regular meeting held on the ____ day of _____, 2014.

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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 16, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *AA*
FROM: Debby Figoni, Senior Management Analyst *DF*
SUBJECT: **Approval of Water Conservation Subsidy Programs**

Recommendation

It is recommended that the City Council modify existing water conservation programs and approve additional programs in an effort to conserve indoor and outdoor waste use.

Fiscal Impact

Water conservation efficiency fee funds are available to provide subsidies to motivate residents to use water more efficiently.

For indoor conservation, staff is recommending to continue using the existing \$20,000 allotted by City Council at the February 5, 2014 meeting for high efficiency toilets. Since there are sufficient funds still available, staff recommends adding a rebate for high efficiency washing machines.

For outdoor conservation, staff is recommending reallocating the existing \$50,000 allotted by City Council at the February 5, 2014 meeting for turf removal and other outdoor devices. Staff recommends allocating an additional \$25,000 for outdoor devices.

Both programs will be available until the end of fiscal year 2014-15 or until funds run out.

Commission Review and Recommendation

These program modifications were reviewed by the Natural Resources and Environmental Commission (NREC). NREC recommends the City Council support all program changes.

Background

2009 state legislation, Senate Bill X7-7, requires all water suppliers increase water use efficiency. The legislation set an overall goal of reducing per capita urban water use by 20% by December 31, 2020. The primary demand reduction measures that will achieve the 20% reduction include plumbing fixture retrofits and outdoor irrigation modifications.

Approval of Water Conservation Subsidy Programs

July 16, 2014

Page 2 of 4

In January 2014, Governor Jerry Brown declared a drought state of emergency following the driest year in California history and record low river and reservoir levels. In response to this, Metropolitan Water District (MWD) added tens of millions of supplementary dollars to their conservation programs, thereby increasing the amount of their rebates.

Indoor Conservation

At the February 5, 2014 City Council meeting, Council approved funds for high efficiency toilets (HET) which use 1.28 gallons per flush. At that time, MWD was offering a \$50 rebate which the City matched, giving residents and businesses a \$100 per HET rebate. In May of 2014, MWD, via Upper San Gabriel Valley Municipal Water District (Upper District), increased their subsidy.

Due to this increase, and in an effort to conserve more water, staff is recommending we continue with this program and allow funding for other indoor conservation devices (see table).

Outdoor Conservation

At the February 5, 2014 City Council meeting, Council approved funds for residents to remove turf from their front yard and replace it with "California Friendly" landscapes. Initially, MWD, via Upper District, was funding \$1 per square foot of turf removed and the City was matching that \$1 per square foot funding. The maximum amount the rebate covered was 1,500 square feet or \$3,000 per household. In May of 2014, MWD increased the rebate amount of this program.

Due to this increase, and in an effort to conserve more water, staff is recommending we reallocate and add additional funding to other outdoor conservation devices (see table).

Analysis

Indoor Conservation

In May of 2014, MWD, via Upper District, increased their subsidy to \$100 per toilet giving applicants a total rebate of \$150 per HET. Staff has seen an increase in toilet rebates with the implementation of this program and recommends keeping the rebate at \$150 per HET. In addition, a new subsidy of \$65 per high efficiency washing machine is recommended. This would be added to MWD's existing rebate of \$85, making the total subsidized amount per washer \$150. HET funds can be used to cover the washing machine since to date, residents have applied for about 20 HET rebates, using only about \$1,000 of the allocated \$20,000.

The water savings for one new high efficiency toilet is approximately 155,052 gallons for the life of the toilet without any sacrifice in performance. Furthermore, the water savings for one new high efficiency washing machine is more than 6,000 gallons per year. Both of these devices provide a dual benefit which is a reduction of water in our sewer system. In addition, newer washers save energy.

Outdoor Conservation

In May of 2014, MWD increased their rebate amount on this program from \$1 to \$2 per square foot. With the City funding \$1 per square foot, residents were given \$3 a square foot or \$4,500

maximum. The program has been very popular with about 30 applicants in four months. To date, about \$33,000 of the allotted \$50,000 has been encumbered for the landscape transformations.

Since turf grass uses 40% to 90% more water than drought tolerant plants, residents can significantly reduce their water consumption by removing their grass. To date, approximately 40% of our applicants removed more than 1,500 square feet of turf. Furthermore, many residents have enquired about the rebate for their back yard. In an effort to offer an equitable rebate to all residents, staff recommends only using MWD’s \$2 per square foot rebate only which would cover the entire front yard, no matter how large, as well as back yards. The eligibility criteria for the turf rebate program will remain the same.

At the City Council’s February 5, 2014 meeting, staff reported that it anticipated participation in the turf removal program to be between five (5) to thirty (30) front yard landscape conversions, totaling 25,000 square feet. According to MWD, the estimated water savings for turf removal is 43.8 gallons per square foot per year. If all of the residents that have signed up complete their projects, residents will have converted 47,000 square feet of turf, saving over 2,000,000 gallons of water a year.

With approximately two-thirds of water being used outdoors, staff is recommending new subsidies for outdoor devices (see table), including weather based irrigation controllers (WBICs), soil moisture sensors, and rotating sprinkler nozzles. These could be funded with the balance of the initial \$50,000 turf rebate funds and adding an additional \$25,000 for the program.

Conservation Programs and Devices Rebate Table

Device	MWD’s Funding	City’s Funding (Recommended)	Total Amount (Recommended)
High Efficiency Washer	\$85	\$65	\$150
High Efficiency Toilet	\$100	\$50	\$150
WBIC – less than 1 acre – per unit	\$80	\$70	\$150
WBIC – more than 1 acre–per station	\$35	\$15	\$50
Soil Moisture Sensor – less than 1 acre – per unit	\$80	\$70	\$150
Soil Moisture Sensor – more than 1 acre–per station	\$35	\$15	\$50
Rotating Sprinkler Nozzle	\$4	\$1	\$5
Rain Barrel	\$75	0	\$75

Legal Review

The City Attorney has reviewed this item.

Approval of Water Conservation Subsidy Programs
July 16, 2014
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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*.