



**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, September 17, 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
Teresa L. Highsmith, 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. 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]
4. Existing Litigation	Pursuant to Government Code Section 54956.9(d)(1) John Doe v. City of South Pasadena [United States District Court CV 07032]
5. 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, City Attorney Teresa L. Highsmith, and Legal Counsel Steve Berliner

Accommodations



Meeting facilities are accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 403-7230. Hearing assistive devices are available in the Council Chambers. Notification at least 72 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

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

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

9/11/2014
Date

Desiree Jimenez, Deputy City Clerk

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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, September 17, 2014, at 7:30 p.m.

City Council

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

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

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Evelyn G. Zneimer, City Clerk / Agency Secretary / Authority Secretary
Yvette Hall, Chief Deputy City Clerk / Chief Deputy Agency Secretary / Chief Deputy Authority Secretary
Teresa L. Highsmith, City Attorney / Agency Counsel / Authority Counsel

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

Presentations and Announcements

Roll call, Invocation* (Councilmember Cacciotti)

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 Lissa Reynolds for being named as the 2014 Woman in Arts and Entertainment Recipient at the Women Mean Business Awards
3. Councilmembers' comments (3 minutes each)
4. City Manager communications
5. Reordering of and Additions to the Agenda

Opportunity to Comment on Consent Calendar

In order to address the Council, please complete a Public Comment Card. Time allotted per speaker: 3 minutes. Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless an audience member or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

Consent Calendar

6. Approval of the minutes of the Special City Council Meeting of September 2, 2014
7. Approval of prepaid warrants in the amount of \$392,289.08, General City Warrants in the amount of \$361,157.89, and payroll in the amount of \$432,418.40
8. Monthly investment reports for July 2014
9. Second reading and adoption of an ordinance amending Chapter 24 of the South Pasadena Municipal Code related to public nuisance abatement
10. Second reading and adoption of an ordinance amending Chapter 18 of the South Pasadena Municipal Code related to procedures for revocation or suspension of business licenses
11. Approval of payment for emergency repair of Wilson Well #4 to General Pump Company
12. Award of contract to DMR Team, Inc., for engineering design of the El Centro Street Improvement Project
13. Award of contract to Kabbara Engineering for engineering design of the Collis Avenue, Hill Drive, and Chelton Way Street Improvement Project
14. Authorize the City Manager to execute a funding agreement with Los Angeles Metropolitan Transportation Authority for the Metro Rapid Bus Station Implementation
15. Request to co-sponsor and waive associated City fees for the Dia de los Muertos Event hosted by the Vecinos de South Pasadena on November 1, 2014

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

Action/Discussion

16. Consideration to allocate funds from Business Improvement Tax revenues for the Festival of Balloons, 4th of July Committee
17. Consideration to allocate funds from Business Improvement Tax revenues to the South Pasadena Chamber of Commerce for business improvement activities
-  18. Second amendment to the Exclusive Negotiation Agreement with Genton Property Group, LLC, for the Downtown Revitalization Project
19. Consideration to adopt water and sewer capacity charges, and consideration to serve properties outside City limits



- 20. Consideration of initiating amendments to the General Plan and Zoning Maps regarding undeveloped properties owned by Caltrans
- 21. Consideration to create striped left turn lanes on Monterey Road at Meridian Avenue

Adjournment

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

Wednesday, October 1, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, October 15, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, November 5, 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.

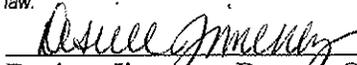
Regular meetings are broadcast live on Time-Warner Cable Channel 19 and AT&T Channel 99 and are replayed for at least 24 hours following the meeting. Meetings are also streamed live via the Internet from the City website at www.southpasadenaca.gov. Six months of archived meetings, indexed by agenda item, 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.

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09/11/2014
Date


Desiree Jimenez, Deputy City Clerk

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CITY OF SOUTH PASADENA

CERTIFICATE OF RECOGNITION



Lissa Reynolds

2014 Women Mean Business Award Recipient

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

Dated this 17th day of September, 2014

Marina Khubesrian, M.D., Mayor

Evelyn G. Zneimer, City Clerk



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**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY
PUBLIC FINANCING AUTHORITY/HOUSING AUTHORITY
OF THE CITY OF SOUTH PASADENA CONVENED
THIS 2ND DAY OF SEPTEMBER 2014, AT 7:30 P.M.
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
1424 MISSION STREET**

ROLL CALL

Mayor Khubesrian convened the Special Meeting of the South Pasadena City Council/Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority)/Housing Authority (Authority) at 7:45 p.m.

Chief Deputy City Clerk Hall called the roll. Present were City Councilmembers/Agency/Authority Members Mahmud and Schneider; and Mayor Pro Tem/Agency/Authority Vice Chair Joe and Mayor/Agency/Authority Chair Khubesrian. City Councilmember/Agency/Authority Member Cacciotti arrived at approximately 8:27 p.m.

Absent: None.

Other Officials and Staff present: City Manager/Agency/Authority Executive Director Gonzalez; Assistant City Manager Straus, City Attorney/Agency/Authority Counsel Highsmith; City Clerk Zneimer, Police Chief Miller; Deputy Fire Chief Riddle; Finance Director Batt; Deputy Public Works Director Furukawa; City Librarian Fjeldsted; and Chief Deputy City Clerk Hall.

INVOCATION

Councilmember Schneider presented the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Schneider led the Pledge of Allegiance.

1. CLOSED SESSION ANNOUNCEMENTS

City Attorney Highsmith reported that Mayor Khubesrian called to order the Closed Session Special Meeting of the City Council of September 2, 2014, and that all Councilmembers were present except for Councilmember Cacciotti. She indicated the meeting was convened into Closed Session to discuss the following item as listed on the Closed Session Agenda:

3. 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, Finance Director David Batt, Assistant Finance Director Pearl Lieu, and Legal Counsel Steve Berliner

City Attorney Highsmith announced that direction was provided to the Labor Negotiator and that no other action was taken regarding Closed Session Item No. 3.

2. PRESENTATION OF A PROCLAMATION DECLARING SEPTEMBER 2014, AS "CHILDHOOD CANCER AWARENESS MONTH" IN THE CITY OF SOUTH PASADENA

No presentation was made as Mayor Khubesrian announced the Proclamation declaring September 2014, as "Childhood Cancer Awareness Month" in the City of South Pasadena (City) would be deferred as additional information regarding the organization is being considered.

3. PRESENTATION REGARDING AB 1371, THE "THREE FEET FOR SAFETY ACT" (BICYCLE SAFETY)

Police Chief Miller provided a report as part of a PowerPoint presentation and responded to Councilmembers' questions.

Mayor Pro Tem Joe requested that flyers be distributed at the upcoming Police and Fire Open House (Open House) event. Police Chief Miller stated that flyers would be made available at the Open House, and posted on the City's website. City Manager Gonzalez noted that street signs would be posted by the Public Works Department to educate motorists.

4. COUNCILMEMBERS' COMMENTS (3 MINUTES EACH)

Mayor Pro Tem Joe displayed a PowerPoint slide announcing the annual Moon Festival event being held on September 13, 2014, from 12:00 p.m. to 4:00 p.m., at the South Pasadena Public Library (Library) Park located at 1115 El Centro Street.

Councilmember Schneider announced the next meeting of the South Pasadena Tournament of Roses (SPTOR) Committee would be held on September 9, 2014.

Councilmember Mahmud announced the following events: 1) Career and Art Fair sponsored by Vecinos de South Pasadena being held on September 14, 2014, at the Library Park; and 2) South Pasadena Unified School District's (SPUSD) Mission Place Project Open House to be held on September 10, 2014, from 6:30 p.m. to 8:30 p.m., at the SPUSD Office Board Room, located at 1020 El Centro Street. Councilmember Mahmud requested a report on compliance with earthquake requirements, and the creation of a task force to review the City's earthquake ordinance, be agendaized to a future City Council Meeting, seconded by Mayor Khubesrian and Councilmember Schneider.

Mayor Khubesrian provided an update on Assembly Bill 1147 Massage Therapy (AB 1147). She reported that although AB 1147 has not been fully enacted, it has passed the California State Senate and Assembly without opposition, and has advanced to Governor Jerry Brown's Office for signature. Mayor Khubesrian reiterated the positive impact and importance the City's recent plastic bag ban will have on the environment in the future.

5. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez announced the following events: 1) 9/11 Remembrance Event to be held on September 11, 2014, at 5:00 p.m., in the Library Community Room; and 2) Police and Fire Open House, in conjunction with SPTOR Committee's Car Show, to be held on September 28, 2014, from 10:00 a.m. to 3:00 p.m.

Deputy Public Works Director Furukawa provided an update on the Wilson Reservoir Replacement Project as part of a PowerPoint presentation and responded to Councilmembers' questions.

6. REORDERING OF AND ADDITIONS TO THE AGENDA

None.

CONSENT CALENDAR

MOTION: M/S Schneider/Joe to approve Consent Calendar Item Nos. 7, 8, 9, 10, 11, and 12, and including Prepaid Warrants #184720-184782 in the amount of \$748,004.43, General City Warrants #184783-184922 in the amount of \$497,301.37, Payroll 08-29-14 in the amount of \$435,647.09, totaling \$1,680,952.89; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$10,269.31 (included in above total). By roll call vote, the motion passed 4-0-1. Absent: Cacciotti.

The Consent Calendar consisted of the following items:

- 7. APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 20, 2014**
- 8. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$748,004.43, GENERAL CITY WARRANTS IN THE AMOUNT OF \$497,301.37, AND PAYROLL IN THE AMOUNT OF \$435,647.09**
- 9. DISCRETIONARY FUND REQUEST FROM COUNCILMEMBER CACCIOTTI IN AN AMOUNT NOT TO EXCEED \$3,000 FOR THE TOURNAMENT OF ROSES SOUVENIR BOOTH PROJECT**
- 10. DISCRETIONARY FUND REQUESTS FROM MAYOR PRO TEM JOE IN THE AMOUNT OF \$250 AND COUNCILMEMBER CACCIOTTI IN THE AMOUNT OF \$250 FOR THE 10TH ANNIVERSARY EVENT OF THE NATURE PARK**
- 11. APPROVAL OF 2014 LOCAL AGENCY BIENNIAL REVIEW OF THE CONFLICT OF INTEREST CODES FOR THE CITY OF SOUTH OF PASADENA AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY, THE SOUTH PASADENA PUBLIC FINANCING AUTHORITY, AND THE SOUTH PASADENA HOUSING AUTHORITY INDICATING NO AMENDMENTS ARE REQUIRED**
- 12. RESOLUTION NO. 7375 AUTHORIZING A GRANT APPLICATION FOR \$300,000 FOR THE ARROYO SECO BICYCLE AND PEDESTRIAN TRAIL TO THE FIFTH DISTRICT EXCESS FUNDS GRANT PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS**

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

PUBLIC COMMENTS

Mayor Khubesian opened the Public Comments section.

Sam Burgess, South Pasadena Resident, referenced an article from the *Los Angeles Times* Newspaper regarding a future mega drought and its impact to water resources. Resident Burgess suggested that the City Council consider placing a five-year moratorium on all future applications for new construction and expansion projects.

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

ACTION/DISCUSSION**13. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 24 OF THE SOUTH PASADENA MUNICIPAL CODE RELATED TO PUBLIC NUISANCE ABATEMENT**

Special Counsel Gerli provided a summary of the staff report. She recommended an additional modification to the ordinance as follows: Add "(c) Closure of Business Immediate. Any business that is declared a public nuisance by City Council resolution pursuant to Sections 24.09 or 24.10, above, shall cease operation immediately upon service of the adopted resolution." to SECTION 8, 24.11 Service on owner of resolution to abate.

Councilmember Mahmud commended the City Councilmembers and staff for their work on revising the ordinance.

In response to Mayor Pro Tem Joe's question, City Attorney Highsmith stated she reviewed the ordinance and that it does offer additional protection for the City than the existing abatement ordinance.

Chief Deputy City Clerk Hall presented and read by title AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REPEALING AND REPLACING SECTIONS 24.01, 24.02, 24.03, 24.05, 24.08 THROUGH 24.13 AND 24.15 OF CHAPTER 24 (PUBLIC NUISANCES) RELATING TO PUBLIC NUISANCE ABATEMENT COST RECOVERY.

MOTION: M/S Cacciotti/Joe to read by title only for first reading, waive further reading, and introduce an ordinance repealing and replacing certain sections of South Pasadena Municipal Code (SPMC) Chapter 24 (Public Nuisances). The motion passed by the following roll call vote:

AYES: Cacciotti, Joe, Mahmud, Schneider, and Mayor Khubesian

NOES: None

ABSENT: None

ABSTAIN: None

14. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 18 OF THE SOUTH PASADENA MUNICIPAL CODE RELATED TO PROCEDURES FOR REVOCATION OR SUSPENSION OF BUSINESS LICENSES

Special Counsel Gerli provided a summary of the staff report and recommended additional modifications to the ordinance as follows: Under Section 1., 18.35 Revocation or suspension., 1) Change item “(e)” The commission of any public offense involving moral turpitude charged against the licensee.” to Section “(d)(5)”; and 2) Change Section “(f)” to “(e)” The City Council shall, by resolution, issue guidelines relating to the suspension and/or revocation of business licenses.

Councilmember Mahmud recommended the following amendment to the Section 18.37 (c) of the ordinance: Add “....for a period of 24 months revocation” to the end of the paragraph.

Councilmember Cacciotti suggested that subsection (c) under Section 18.37 of the ordinance be modified as follows: “If the hearing officer shall order the revocation or suspension of a business license, no person whose license has been revoked shall thereafter conduct such business in the city for a period of 24 months.” He recommended separate language be added prohibiting the conduct of business for the duration that the business license is suspended.

Special Counsel Gerli reviewed the guidelines for revocation and suspension of business licenses. She stated the guidelines were based on the number and severity of violation.

Councilmember Schneider recommended revising Section 18.37 (a) of the ordinance as follows: Remove “registered mail” and replace with “certified mail.”

City Manager Gonzalez provided background information on the establishment of the revocation or suspension guidelines for business licenses, and summarized the hearing guidelines to be followed.

Councilmember Mahmud asked if criminal violations would fall under subsection 3. or 5., of page 128, and for clarification of the wording "Upon the commission of."

Special Counsel Gerli explained that the guidelines would provide the City Manager with some discretion in the same way the City Attorney has discretion to charge a violation as a misdemeanor or an infraction. She indicated these types of circumstances would be taken into account by the City Manager, and in all likelihood the City Manager would be in consultation with the City Attorney to determine whether the violation would be considered a misdemeanor or infraction. She stated the totality of the circumstances is always what is considered to determine whether something is much worse than something else. Special Counsel Gerli explained that the ability to weigh individual circumstances was important in determining the penalty, and also to minimize the penalty if the City felt that a particular case did not warrant it. She stated it is almost impossible to write in every circumstance; however, the guidelines were written to provide enough guidance to the City Manager, or his designee, to conduct the hearing and make a determination based on the circumstances. Special Counsel Gerli stated there was no need for the filing of an offense as these circumstances were civil proceedings and not criminal proceedings.

Councilmember Mahmud City inquired if the City could proceed on alleged violations and would not need any definitive proof as implied by the wording of "Upon the commission of" as stated in the guidelines. She indicated the wording suggested there has been an adjudication.

Special Counsel Gerli discussed the guidelines related to the burden of proof at suspension or revocation hearings.

Councilmember Cacciotti requested clarification on which staff the hearing officer would be, as listed on page 123, Section 18.36.

City Attorney Highsmith indicated the City Manager could act as the hearing officer or he could delegate the matter to staff as long as it would not be a conflict of interest. She stated the City Attorney could act as the hearing officer as long as the City Attorney had not previously advised staff on the issue itself. She noted it was less likely that the City Attorney would be the hearing officer.

Councilmember Cacciotti expressed concern that the City Manager or staff would need training.

Special Counsel Gerli stated there were many options available such as hiring a professional hearing officer.

City Manager Gonzalez explained that the public hearing process would be used in extreme cases and that most situations would be resolved in an interactive process with the business owner.

Councilmember Mahmud recommended switching the order of Section 3, on page 129, with Section 1, on page 128.

By consensus, the City Council agreed with the aforementioned modifications to the proposed ordinance and guidelines related to procedures for the revocation or suspension of business licenses.

Chief Deputy City Clerk Hall presented and read by title AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REPEALING AND REPLACING SECTION 18.35 THROUGH 18.37 OF ARTICLE II (LICENSE PROCEDURE) OF CHAPTER 18 (BUSINESS, PROFESSIONS AND TRADES) OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO REVOCATION AND SUSPENSION OF BUSINESS LICENSES.

MOTION: M/S Joe/Khubesrian to: 1) Read by title only for first reading, waiving further reading, and introduce an ordinance repealing and replacing certain sections of South Pasadena Municipal Code (SPMC) Chapter 18 (Business, Professions and Trades) related to procedures for the revocation or suspension of business licenses with the aforementioned modifications; and 2) Incorporate the aforementioned modifications to the guidelines for the revocation or suspension of business licenses and bring back for adoption with the second reading of the ordinance at the next Regular City Council Meeting. The motion passed by the following roll call vote:

AYES: Cacciotti, Joe, Mahmud, Schneider, and Mayor Khubesrian

NOES: None

ABSENT: None

ABSTAIN: None

15. RESOLUTION NO. 2014-06 SA APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1 – JUNE 30, 2015

Finance Director Batt presented the staff report.

MOTION: M/S Khubesrian/Cacciotti to adopt, seated as the Successor Agency to the South Pasadena Community Redevelopment Agency (Successor Agency), **Resolution No. 2014-06 SA** approving the Recognized Obligation Payment Schedule for the period of January 1, 2015 – June 30, 2015 (ROPS 14-15B). By roll call vote, the motion passed unanimously. Absent: None.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

16. RUBBISH RATE REDUCTION AND WATER UTILITY RATE ASSISTANCE PROGRAMS

Finance Director Batt presented the staff report and indicated that staff consulted with the Finance Committee (FC). He stated the FC is recommending a protocol that would add back certain forms of income, in addition to the adjusted gross income, to ensure the Rubbish Rate Reduction and Water Utility Rate Assistance Programs were assisting residents in need. Finance Director Batt responded to Councilmembers' questions.

In response to Councilmember Schneider's question, Finance Director Batt stated that letters were sent to all residents advertising the Rubbish Rate Reduction and Water Utility Rate Assistance Programs.

Mayor Khubesian opened the Public Comments section.

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

City Manager Gonzalez stated the objective of the proposed methodology was to ensure the Rubbish Rate Reduction and Water Utility Rate Assistance Programs were assisting low-income residents.

MOTION: M/S Khubesian/Joe to adopt the methodology approved by the Finance Committee regarding income guidelines used to determine eligibility for Rubbish Rate Reduction and Water Utility Rate Assistance Programs. By roll call vote, the motion passed unanimously. Absent: None.

17. REVIEW AND DIRECTION REGARDING THE SERVICES AND CONTRACT BETWEEN THE CITY OF SOUTH PASADENA AND MIKE ROOS & COMPANY

City Manager Gonzalez presented the staff report.

Councilmember Mahmud inquired if Consultant Mike Roos could estimate how many hours were spent on a monthly basis working for the City under his contract.

Mike Roos, Consultant, Mike Roos & Company, stated ten hours per month were spent with staff and members of the Metro (MTA) Board and Caltrans assessing the status of the SR-710 North Extension Project.

Councilmember Schneider requested that Consultant Roos summarize his qualifications.

Consultant Roos discussed his qualifications and indicated he was registered to lobby with the MTA, Board of Supervisors, County of Los Angeles, and City of Los Angeles. He indicated all of these entities were independent filings and had differing obligations.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

Mayor Khubesian asked for clarification regarding Consultant Roos' registration to lobby with the City of Los Angeles.

Consultant Roos explained that agencies utilize his services to produce a specific result. He discussed the financial documentation requirements for lobbyists.

Councilmember Cacciotti asked Consultant Roos to provide information on his work with the Metro Gold Line Eastside Extension (Gold Line) Project and San Gabriel Valley City Councilmembers.

In response to Councilmember Cacciotti, Consultant Roos provided the history and background of his work with a coalition of San Gabriel Valley Cities who hired him to ensure the extension of the Gold Line Project from East Los Angeles would follow State Route 60 as the preferred alternative. He stated at the time he started on the Gold Line Project, there were approximately 30 alternatives, and now there are only two alternatives.

Discussion followed among City Councilmembers and Consultant Roos regarding a lobbyist's obligation versus an attorney's obligation, time and material based compensation, and communication and accountability of Consultant Roos.

Councilmember Mahmud stated she has been on the City Council for nine months and this was the first time she has seen Consultant Roos. She indicated she was not comfortable with the contract as the City Councilmembers were stewards of public funds. Councilmember Mahmud recommended the method of compensation be changed to a hourly rate.

Consultant Roos apologized for not communicating with Councilmember Mahmud and for not meeting with her. Consultant Roos stated he has no hourly retainers and changing to an hourly retainer was not negotiable. He indicated he was open to negotiating his compensation.

Mayor Pro Tem Joe discussed three areas needed to address the SR-710 North Study, which include lobbying or legislation, technical, and legal aspects. He asked Consultant Roos if he would consider renegotiating his contract.

Consultant Roos stated he was always willing to negotiate his contract; however, he does not want to change to an hourly retainer.

Councilmember Cacciotti recommended that a subcommittee be formed, comprised of Councilmember Mahmud and himself, to meet with Consultant Roos to review his contract.

Councilmember Mahmud said she was willing to participate in a subcommittee. She recommended the need to establish a subcommittee to determine a strategic plan for the SR-710 North Extension Project.

Councilmember Schneider indicated he would like more focus on the status of the SR-710 North Extension Project and strategic planning. He concurred with Mayor Pro Tem Joe's recommendation to renegotiate Consultant Roos' contract. Councilmember Schneider stated the subcommittee should be comprised of other Councilmembers instead of Councilmember Cacciotti due to his personal relationship with Consultant Roos.

Discussion followed regarding the formation of a subcommittee to discuss strategic planning for the SR-710 North Extension Project and future meetings, and the composition of City Councilmembers participating in the subcommittee to review Consultant Roos' contract.

Councilmember Mahmud recommended that Mayor Pro Tem Joe serve on the subcommittee to negotiate Consultant Roos' contract instead of Councilmember Cacciotti.

Councilmember Cacciotti concurred with Councilmember Mahmud's recommendation.

City Attorney Highsmith stated she would research the Brown Act for safe harbor language to hold a Closed Session City Council Meeting to discuss strategic planning for the SR-710 North Extension Project.

Councilmember Cacciotti suggested that the comparable lobbying fees charged by opponents be included as part of the proposed subcommittee's strategic planning report.

City Manager Gonzalez provided cost information for lobbying fees. He stated \$3,000 per month for lobbying firms was on the low end and that the average fee was between \$5,000 to 7,000 per month. He indicated elite firms charged \$10,000 per month.

MOTION: M/S Khubesrian/Cacciotti to: 1) create an ad hoc subcommittee comprised of Mayor Pro Tem Joe, Councilmember Mahmud, and City Manager Gonzalez; and 2) review scope of work and terms of contract for Mike Roos & Company. By roll call vote, the motion passed unanimously. Absent: None.

MOTION: M/S Khubesrian/Cacciotti to direct City Attorney to research safe harbor language under the Brown Act to hold a Closed Session City Council Meeting to discuss strategic planning for the SR-710 North Extension Project. By roll call vote, the motion passed unanimously. Absent: None.

ADJOURNMENT

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

Evelyn G. Zneimer
City Clerk

Marina Khubesrian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on September 17, 2014.

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

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

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

COUNCIL AGENDA: September 17, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: David Batt, Finance Director 
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$392,289.08,
General City Warrants in the Amount of \$361,157.89 and Payroll
in the Amount of \$432,418.40**

Recommendation

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

Fiscal Impact

Prepaid Warrants:		
Warrant # 184923 – 184975	\$	392,289.08
General City Warrants:		
Warrant # 184976 – 185079	\$	361,157.89
Payroll 09-12-14	\$	432,418.40
Total	\$	<u>1,185,865.37</u>

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
September 17, 2014
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 09-12-14
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

	Fund No.	Date 09.17.14 Amounts		
		Prepaid	Written	Payroll
General Fund	101	98,645.88	81,920.86	261,293.38
Insurance Fund	103	25,000.00		
Facilities & Equip.Cap. Fund	105		1,362.50	
Local Transit Return "A"	205	668.00	6,867.20	5,277.64
Local Transit Return "C"	207	1,700.00		4,776.00
Sewer Fund	210	469.42	31.75	10,562.03
CTCTraffic Improvement	211			
Street Lighting Fund	215	2,693.35	27,038.15	9,191.16
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220		45.00	
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226	2,274.81		
Housing Authority Fund	228			
State Gas Tax	230	446.52	631.70	14,192.85
County Park Bond Fund	232	162.86		
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
Capital Growth Fund	255			
CDBG	260		5,099.60	
Asset Forfeiture	270			
Police Grants - State	272	5,243.22	7,922.80	
Police Subventions-CLEEP	273			
Homeland Security Grant	274			
Park Impact Fees	275		10,161.50	
Public Library Fund Grant	280			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310			
Water Fund	500	104,911.55	220,076.83	44,004.73
Public Financing Authority	550			
Payroll Clearing Fund	700	150,073.47		75,522.56
Employee Special Event Fund	900			
Redev.Oblig.Retirement Fund	927			
Column Totals		392,289.08	361,157.89	424,820.35
City Report Totals			1,178,267.32	
Recap by fund	Fund No.	Amounts		
		Prepaid	Written	Payroll
RSA	227			7,598.05
Column Totals		-	-	7,598.05
RSA Report Totals			7,598.05	
		Amounts		
		Prepaid	Written	Payroll
		392,289.08	361,157.89	432,418.40
Grand Report Total			1,185,865.37	

Marina Khubesrian, M.D., Mayor

David Batt
David Batt, Finance Director

ATTACHMENT 2
Prepaid Warrant List

Voided Checks
183221 \$1,273.30

Adlerhorst International, Inc.

Inv. 20834				
08/13/14	K9 Lisu Training Aide	101-4010-4011-8034-000		8.10
Ck. 09/04/14 184937	Total			8.10

AKD Consulting

Inv. CSP 2014-8				
09/03/14	Water Facilities Mgmt Svcs 7/2	500-6010-6711-8170-000		14,240.00
Ck. 09/04/14 184938	Total			14,240.00

AT & T U-Verse

Inv. 130464796				
08/17/14	7/18-8/17/14	500-6010-6710-8150-000		60.00
Ck. 09/04/14 184939	Total			60.00

Ca. State Disbursement Unit

Inv. P/R/E 9/7/14				
09/09/14	Garnishment	700-0000-0000-2264-000		400.50
Ck. 09/11/14 184956	Total			400.50

CAL PERS 457 PLAN

Inv. P/R/E 9/7/14				
09/09/14	Deferred Comp	700-0000-0000-2260-000		2,781.46
Ck. 09/11/14 184957	Total			2,781.46

Chambers, Mary

Inv. R51657				
08/26/14	Refund Cancelled Class	101-0000-0000-5270-002		96.00
Ck. 09/04/14 184940	Total			96

Chan, Anthony

Inv. P/R/E 9/7/14				
09/09/14	Predictive Policing 8/25/14	101-4010-4011-7000-000		125.16
Inv. P/R/E 9/7/14A				
09/09/14	Bike Patrol 8/28/14	101-4010-4011-7000-000		156.45
Inv. P/R/E 9/7/14B				
09/09/14	Coverage 9/6/14	101-4010-4011-7000-000		344.19
Ck. 09/11/14 184958	Total			625.80

Citizens Business Bank

Inv. 2014-2015				
09/04/14	Establish Risk Mgmt Insurance	103-0000-0000-1000-000		25,000.00
Ck. 09/04/14 184941	Total			25,000.00

City of South Pasadena PD Pett

Inv. 8/27/14				
08/27/14	Reimb. Petty Cash	101-4010-4011-8090-000		164.77
Ck. 08/28/14 184923	Total			164.77

City of South Pasadena/CASH

Inv. 8/28/14				
08/28/14	Reimb. Parking Permit Machine	101-0000-0000-4460-000		2,500.00
Ck. 08/28/14 184924	Total			2,500.00

CPRS

Inv. 100680				
09/02/14	CPRS Maint. Mgmt School-L. Hak	101-8030-8032-8090-000		1,365
Ck. 09/04/14 184942	Total			1,365.00

Creek, Michael			
Inv. P/R/E 9/7/14			
09/09/14	Movie Detail 8/27/14	101-0000-0000-2910-200	980.00
Ck. 09/11/14 184959	Total		980.00
E. D. D.			
Inv. P/R/E 9/7/14			
09/09/14	State w/h Tax	700-0000-0000-2220-000	19,513.69
Ck. 09/11/14 184960	Total		19,513.69
Frichtel, Charles			
Inv. 9/11/14			
09/09/14	9/11 Memorial Guest Speaker	101-8010-8011-8020-000	100.00
Ck. 09/11/14 184961	Total		100.00
GFI Max Ltd.			
Inv. INVI3MM0038374			
09/01/14	City Anti-Spam Virus Svc 9/201	101-3010-3032-8110-000	4,950.00
Ck. 09/04/14 184943	Total		4,950.00
Goldberg, Sonia			
Inv. R51554			
08/25/14	Refund Cancelled Camp	101-0000-0000-5270-002	365.00
Ck. 08/28/14 184925	Total		365.00
Hernandez, Jr., Joseph			
Inv. P/R/E 9/7/14			
09/09/14	Coverage 9/6/14	101-4010-4011-7000-000	375.48
Ck. 09/11/14 184962	Total		375.48
ICMA			
Inv. P/R/E 9/7/14			
09/09/14	Deferred Comp	700-0000-0000-2260-000	4,588.86
Ck. 09/11/14 184963	Total		4,588.86
ING Life Ins. & Annuity Co.			
Inv. P/R/E 9/7/14			
09/09/14	Deferred Comp	700-0000-0000-2260-000	2,667.44
Ck. 09/11/14 184964	Total		2,667.44
International School of Tactic			
Inv. 11/3-13/14			
08/28/14	Tactical Medicine Training	101-4010-4011-8200-000	1,495.00
08/28/14	Tactical Medicine Training	272-4010-4018-8200-000	4,485.00
Ck. 08/28/14 184926	Total		5,980.00
Inv. 11/3-14/14			
08/29/14	Tactical Medicine Training Mod	101-4010-4011-8200-000	2,990.00
Ck. 09/04/14 184944	Total		2,990.00
Kosmont Companies			
Inv. 0013			
08/13/14	Downtown Revitalization Proj.	101-0000-0000-2990-013	3,012.94
Ck. 08/28/14 184927	Total		3,012.94
A.C. Registrar-Recorder			
Inv. 1711-HDPDRXVAR			
07/03/14	Negative Declaration-249 Mocki	101-7010-7101-8040-000	75.00
Ck. 08/28/14 184928	Total		75.00

L.A.C. Registrar-Recorder

Inv. 1744-CUP				
08/27/14	Negative Declaration-700 La Po		101-7010-7101-8040-000	75.00
Ck. 08/28/14 184929	Total			75.00

Liebert Cassidy Whitmore

Inv. 1391292				
08/15/14	Personnel Matters 7/14		101-2010-2013-8160-000	2,082.60
Inv. 1391293				
08/15/14	Personnel Matters 7/14		101-2010-2013-8160-000	8,242.50
Inv. 1391294				
08/15/14	Personnel Matters 7/14		101-2010-2013-8160-000	2,629.50
Inv. 1391295				
08/15/14	Personnel Matters 7/14		101-2010-2013-8160-000	1,406.92
Inv. 1391296				
08/15/14	Personnel Matters 7/14		101-2010-2013-8160-000	5,297.50
Inv. 1391297				
08/15/14	Personnel Matters 7/14		101-2010-2013-8160-000	73.50
Inv. 1391298				
08/15/14	Personnel Matters 7/14		101-2010-2013-8160-000	3,250.00
Inv. 1391299				
08/15/14	Personnel Matters 7/14		101-2010-2013-8160-000	3,478.00
Inv. 1391300				
08/15/14	Personnel Matters 7/14		101-2010-2013-8160-000	617.50
Ck. 08/28/14 184930	Total			27,078.02

Mission-Meridian Village

Inv. 88888-7				
09/03/14	Property Owners Assn Dues-Hosp		226-2010-2029-8060-000	857.
Inv. 88888-8				
09/03/14	Property Owners Assn Dues-Park		226-2010-2029-8060-000	41.08
09/03/14	Property Owners Assn Dues-Park		207-2010-2260-8061-000	1,700.00
Inv. 88888-9				
09/03/14	Property Owners Assn Dues-Util		226-2010-2029-8060-000	1,376.17
Ck. 09/04/14 184945	Total			3,974.81

Ngue, Julie Nack

Inv. Fall 2014				
09/03/14	Refund Cancelled After School		101-0000-0000-5270-002	225.00
Ck. 09/04/14 184946	Total			225.00

NUFIC

Inv. P/R/E 9/7/14				
09/09/14	A.D. & D. Ins		700-0000-0000-2256-000	1,154.45
Ck. 09/11/14 184965	Total			1,154.45

Oneonta Club

Inv. 2014-2015				
08/25/14	Oneonta Club Membership		101-2010-2011-8060-000	400.00
Ck. 08/28/14 184931	Total			400.00

Orchard Supply Hardware

Inv. 17050013				
07/16/14	Supplies		101-6010-6601-8020-000	62.04
Inv. 17050013 B				
07/17/14	Supplies		101-6010-6601-8020-000	30.48
Inv. 17050013 C				
07/18/14	Supplies		101-6010-6601-8020-000	2.
Inv. 17050013 D				
07/18/14	Supplies		230-6010-6116-8020-000	43.59

Inv. 17050013 F 07/21/14	Supplies	101-6010-6410-8020-000	19.59
Inv. 17050013 G 07/22/14	Supplies	210-6010-6501-8020-000	84.93
Inv. 17050013 H 07/25/14	Supplies	500-6010-6711-8020-000	32.67
Inv. 17050013 I 07/28/14	Supplies	101-6010-6410-8020-000	89.86
Inv. 17050013 K 07/29/14	Supplies	215-6010-6201-8020-000	70.87
Inv. 17050013 L 07/31/14	Supplies	101-6010-6601-8020-000	207.60
Inv. 17050013 M 08/04/14	Supplies	101-6010-6601-8020-000	30.05
Inv. 17050013 N 08/05/14	Supplies	210-6010-6501-8020-000	285.31
Inv. 17050013 O 08/06/14	Supplies	101-6010-6601-8020-000	66.39
Inv. 17050013 P 08/06/14	Supplies	101-5010-5011-8020-000	61.90
Inv. 17050013 Q 08/06/14	Supplies	500-6010-6711-8020-000	19.95
Inv. 17050013 R 08/08/14	Supplies	230-6010-6116-8020-000	118.56
Inv. 17050013 S 08/14/14	Supplies	230-6010-6116-8020-000	185.19
Inv. 17050013J 07/28/14	Supplies	101-6010-6011-8020-000	61.02
09/04/14 184947	Total		1,472.71
Osz Technologies			
Inv. 9981 08/31/14	General Computer Support 8/16-	101-3010-3032-8170-000	4,875.00
Ck. 09/04/14 184948	Total		4,875.00
Pasadena Cyclery			
Inv. 082714115447 08/27/14	PD Vehicle Bike Rack	272-4010-4018-8540-000	185.29
Ck. 08/28/14 184932	Total		185.29
Inv. 082714130143 08/27/14	Hitch Mounted Bike Rack	272-4010-4018-8540-000	416.00
Ck. 09/04/14 184949	Total		416.00
PCR Services Corp			
Inv. 14-1285 04/21/14	HistorianReportConsultingSvc2	101-7010-7101-8170-000	1,273.30
Ck. 09/04/14 184950	Total		1,273.30
Pers Retirement			
Inv. P/R/E 9/7/14 09/09/14	Retirement Svc Period 8/25-9/7	700-0000-0000-2240-000	108,748.97
Ck. 09/11/14 184966	Total		108,748.97
Pitre, Tanya			
Inv. R51553 08/25/14	Refund Cancelled Camp	101-0000-0000-5270-002	365.00
08/28/14 184933	Total		365.00

Platinum Plus Busn. Card

Inv. 7183				
07/16/14	Mayor & MayorProTem Train Fare	101-1010-1011-8090-000		10.50
Inv. 7183 A				
07/16/14	CM Fare Train-LA Metro	101-2010-2011-8090-000		10.50
Inv. 7183 B				
07/21/14	MMA of South CA Sum Regist-S.Z	101-2010-2011-8090-000		40.00
Inv. 7183 C				
07/22/14	MMA of South CA Sum Regist-C.C	101-2010-2011-8090-000		65.00
Inv. 7183 D				
07/22/14	MMA of South CA Sum Regist-L.K	101-2010-2011-8090-000		65.00
Inv. 7183 E				
07/22/14	MMA of South CA Sum Regist-D.F	500-3010-3012-8090-000		80.00
Ck. 08/28/14 184934	Total			271.00

Platinum Plus for Business

Inv. 8433				
07/04/14	Transit CPR & First Aid Traini	205-8030-8025-8200-000		270.00
Inv. 8433 D				
07/15/14	Council Meals 7/15/14-Tokoro	101-1010-1011-8090-000		99.90
Inv. 8433 E				
07/16/14	Yard Facility Break Room TV -B	500-6010-6710-8020-000		99.18
07/16/14	Yard Facility Break Room TV -B	101-6010-6410-8020-000		99.18
07/16/14	Yard Facility Break Room TV -B	230-6010-6116-8020-000		99.18
07/16/14	Yard Facility Break Room TV -B	210-6010-6501-8020-000		99.18
07/16/14	Yard Facility Break Room TV -B	101-6010-6601-8020-000		99.19
07/16/14	Yard Facility Break Room TV -B	215-6010-6201-8020-000		99.19
07/16/14	Yard Facility Break Room TV -B	215-6010-6115-8020-000		99.19
07/16/14	Yard Facility Break Room TV -B	500-6010-6711-8020-000		99.
Inv. 8433 F				
07/16/14	Camp Med Field Trip-Griffith O	101-8030-8032-8268-000		411.00
Inv. 8433 G				
07/17/14	FD Equipment Apple Store	101-5010-5011-8110-000		107.91
Inv. 8433 H				
07/17/14	PSEA FT Unit Lunch Mtg Tokora	101-2010-2011-8090-000		74.88
Inv. 8433 I				
07/22/14	PD Area C Chaplain's Mtg Meal-	101-4010-4011-8090-000		135.60
Inv. 8433 J				
07/22/14	PD Area C Chaplain's Mtg Meal-	101-4010-4011-8090-000		107.40
Inv. 8433 1				
08/05/14	Sr.Center Patio Furniture-IVGS	101-8030-8021-8020-000		469.94
Inv. 8433 10				
08/18/14	HR Membership-CALPELRA	101-2010-2013-8060-000		350.00
Inv. 8433 11				
08/19/14	FD Dishwasher Equipment-Snyder	101-5010-5011-8120-000		239.67
Inv. 8433 12				
08/19/14	FD ICS Books-OCC/Firescope	101-5010-5011-8080-000		146.42
Inv. 8433 13				
08/20/14	FD Books-Amazon	101-5010-5011-8080-000		201.98
Inv. 8433 14				
08/20/14	CC-League of CA Cities	101-1020-1021-8090-000		55.00
Inv. 8433 15				
08/21/14	FD Books-Amazon	101-5010-5011-8080-000		72.89
Inv. 8433 16				
08/20/14	CityHall Break Rm Microwave-Pr	101-2010-2011-8020-000		131.59
08/20/14	CityHall Break Rm Microwave-Pr	101-3010-3011-8020-000		131.59
08/20/14	CityHall Break Rm Microwave-Pr	101-1020-1021-8020-000		131.60
08/20/14	CityHall Break Rm Microwave-Pr	101-6010-6011-8020-000		131.60
08/20/14	CityHall Break Rm Microwave-Pr	101-7010-7101-8020-000		131.
Inv. 8433 17				
08/20/14	HR NeoGov Airline-Southwest	101-2010-2013-8090-000		65.60

08/20/14	HR NeoGov Airline-Southwest	101-2010-2013-8090-000	133.70
Inv. 8433 18			
08/21/14	FD Books-Bureau of Land Mgmt	101-5010-5011-8080-000	93.02
Inv. 8433 19			
08/22/14	Council Meals 8/20-Hope Cafe	101-1010-1011-8090-000	100.00
Inv. 8433 2			
08/05/14	Sr.Center Patio Furniture-IVGS	101-8030-8021-8020-000	212.91
Inv. 8433 20			
08/26/14	PD K9 E-Collar-Elite K-9 Inc	101-4010-4011-8034-000	39.95
Inv. 8433 21			
08/26/14	HR NeoGov Airline-Southwest	101-2010-2013-8090-000	72.10
08/27/14	FD Books-Amazon	101-5010-5011-8080-000	102.48
Inv. 8433 22			
08/27/14	Rec SurveyMonkey	101-8030-8032-8268-000	26.00
Inv. 8433 23			
08/28/14	Yard Street Lamp -Lightpostglo	101-6010-6601-8120-000	88.95
Inv. 8433 24			
08/29/14	Library CD-Amazon	101-8010-8011-8080-000	16.20
Inv. 8433 25			
09/02/14	Council Meals 9/2/14-Patakan	101-1010-1011-8090-000	104.34
Inv. 8433 26			
09/03/14	Finance CREDIT	101-3010-3011-8020-000	(380.62)
Inv. 8433 3			
08/06/14	Camp Med Field Trip-Jumping Ja	101-8030-8032-8268-000	409.00
Inv. 8433 4			
08/06/14	Water Efficiency Workshop Snac	500-3010-3012-8232-000	27.97
Inv. 8433 5			
08/07/14	PD Training M.Neff-LA Clear	101-4010-4011-8200-000	85.00
Inv. 8433 6			
08/11/14	Transit Training -Fred Pryors	205-8030-8025-8200-000	199.00
Inv. 8433 7			
08/13/14	Transit Training -Fred Pryors	205-8030-8025-8200-000	199.00
Inv. 8433 8			
08/13/14	Council Members-League of CA C	101-1010-1011-8090-000	165.00
Inv. 8433 9			
08/16/14	FD Supplies-Smart N Final	101-5010-5011-8020-000	80.64
Inv. 8433 A			
07/08/14	SQ Juan Ascencio	101-3010-3011-8020-000	135.66
Inv. 8433 B			
07/09/14	PD Bicycle Helmets-Pasadena Cy	272-4010-4018-8520-000	156.93
Inv. 8433 C			
07/09/14	Camp Med Field Trip-Splash Wat	101-8030-8032-8268-000	1,590.30
Inv. 8433 K			
07/23/14	Sr.Center Field Trip-Aquariam	101-0000-0000-5265-004	678.30
Inv. 8433 L			
08/01/14	Sr.Center Patio Equipment-IVGS	101-8030-8021-8020-000	98.10
Ck. 09/11/14 184967	Total		8,693.58

Platinum Plus-Business Card

Inv. 5752			
07/11/14	K-9 Training Fuel Expense-Chev	101-4010-4011-8105-000	31.55
Inv. 5752 A			
07/14/14	K-9 Training Fuel Expense-Chev	101-4010-4011-8105-000	25.00
Inv. 5752 B			
07/15/14	K-9 Training Fuel Expense-Chev	101-4010-4011-8105-000	20.00
Inv. 5752 H			
07/29/14	K-9 Training Fuel Expense-Shel	101-4010-4011-8105-000	35.00
Inv. 5752 I			
07/31/14	K-9 Training Fuel Expense-Chev	101-4010-4011-8105-000	40.00
Inv. 5752 C			
07/16/14	K-9 Training Fuel Expense-Chev	101-4010-4011-8105-000	30.00

Inv. 5752 D 07/17/14	K-9 Training Fuel Expense-Chev	101-4010-4011-8105-000	35.00
Inv. 5752 E 07/23/14	K-9 Training Fuel Expense-Chev	101-4010-4011-8105-000	35.00
Inv. 5752 F 07/24/14	K-9 Training Fuel Expense-Chev	101-4010-4011-8105-000	40.00
Inv. 5752 G 07/30/14	K-9 Training Fuel Expense-Chev	101-4010-4011-8105-000	20.00
Inv. 5752 J 09/04/14	Finance Charge	101-3010-3011-8020-000	28.65
Ck. 09/11/14 184968	Total		340.20
Prudential Ins. Company of Ame			
Inv. P/R/E 9/7/14 09/09/14	Life Ins.	700-0000-0000-2254-000	975.00
Ck. 09/11/14 184969	Total		975.00
Richards, Watson & Gershon			
Inv. 197458 08/19/14	Legal Svcs - Nansen Claim 7/14	101-2010-2501-8160-000	8,819.56
Ck. 08/28/14 184935	Total		8,819.56
S.P.Chamber of Commerce			
Inv. 4662 12/23/13	Employment Posters	101-2010-2013-8050-000	183.12
Ck. 09/04/14 184951	Total		183.12
S.P.Firefighters L-3657			
Inv. P/R/E 9/7/14 09/09/14	Assn Dues	700-0000-0000-2250-000	1,700.00
Inv. P/R/E 9/7/14A 09/09/14	Assn Ins	700-0000-0000-2252-000	180.74
Ck. 09/11/14 184970	Total		1,880.74
S.P.P. O. A.			
Inv. P/R/E 9/7/14 09/09/14	Assn Dues & Ins	700-0000-0000-2246-000	5,175.36
Ck. 09/11/14 184971	Total		5,175.36
S.P.Police Reserves			
Inv. FY 14-15 08/28/14	SP PD Reserves Uniform Allowan	101-4010-4011-8134-000	4,500.00
Ck. 08/28/14 184936	Total		4,500.00
S.P.Public Srvc Empl. Ass'n			
Inv. P/R/E 9/7/14 09/09/14	Assn Dues & Svcs Fee	700-0000-0000-2248-000	1,677.00
Ck. 09/11/14 184972	Total		1,677.00
So. CA Edison Co.			
Inv. 3-000-5677-90 08/21/14	7/18-8/18/14	500-6010-6711-8152-000	57.31
Inv. 3-000-5950-21 08/21/14	7/18-8/18/14	101-6010-6410-8140-000	90.26
Inv. 3-000-5950-22 08/21/14	7/18-8/18/14	101-6010-6410-8140-000	85.92
Inv. 3-000-7125-63 08/21/14	7/18-8/18/14	101-6010-2015-8140-000	25.
Inv. 3-000-7125-66 08/21/14	7/18-8/18/14	500-6010-6711-8140-000	42.45

Inv. 3-000-7152-57			
08/21/14	7/18-8/18/14	101-6010-6410-8140-000	27.51
Inv. 3-000-8455-69			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	57.82
Inv. 3-000-9969-52			
08/21/14	7/18-8/18/14	101-6010-6410-8140-000	12.97
08/21/14	7/18-8/18/14	215-6010-6201-8140-000	12.98
Inv. 3-001-1810-93			
08/21/14	7/2014	101-6010-6410-8140-000	40.39
Inv. 3-001-1810-94			
08/21/14	7/18-8/18/14	500-6010-6711-8140-000	49.21
Inv. 3-001-1810-98			
08/21/14	7/18-8/18/14	500-6010-6711-8152-000	68,474.20
Inv. 3-001-1811-29			
08/21/14	7/18-8/18/14	101-6010-6601-8140-000	10,815.59
Inv. 3-001-1811-44			
08/21/14	7/18-8/18/14	215-6010-6201-8140-000	216.91
08/21/14	7/18-8/18/14	101-6010-6410-8140-000	216.91
Inv. 3-001-1811-45			
08/21/14	7/18-8/18/14	215-6010-6201-8140-000	70.07
08/21/14	7/18-8/18/14	101-6010-6410-8140-000	70.08
Inv. 3-001-1811-48			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	47.38
Inv. 3-001-1811-56			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	68.49
Inv. 3-001-1811-58			
08/21/14	7/2014	101-6010-6410-8140-000	35.71
Inv. 3-001-1811-59			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	39.08
Inv. 3-001-1811-63			
08/21/14	7/18-8/18/14	101-6010-6410-8140-000	25.08
Inv. 3-001-1811-64			
08/21/14	7/18-8/18/14	101-6010-6410-8140-000	63.88
Inv. 3-001-1811-67			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	40.21
Inv. 3-001-1811-68			
08/21/14	7/18-8/18/14	101-8010-8011-8140-000	105.07
Inv. 3-001-1811-69			
08/21/14	7/2014	215-6010-6201-8140-000	24.40
Inv. 3-001-1811-75			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	99.44
Inv. 3-001-1811-76			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	47.38
Inv. 3-001-1811-77			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	41.88
Inv. 3-001-1811-79			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	41.19
Inv. 3-001-1811-80			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	49.50
Inv. 3-001-1811-86			
08/21/14	7/18-8/18/14	101-6010-6410-8140-000	26.75
Inv. 3-001-1811-87			
08/21/14	7/18-8/18/14	500-6010-6711-8140-000	35.70
Inv. 3-001-1811-89			
08/21/14	7/2014	101-6010-6410-8140-000	17.85
08/21/14	7/2014	215-6010-6201-8140-000	17.86
Inv. 3-001-1811-90			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	37.55
Inv. 3-001-1811-91			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	64.98
Inv. 3-001-1811-92			
08/21/14	7/18-8/18/14	215-6010-6115-8140-000	24.87

Inv. 3-001-1811-93	08/21/14	7/18-8/18/14	215-6010-6115-8140-000	63.44
Inv. 3-001-1811-95	08/21/14	7/18-8/18/14	101-6010-6410-8140-000	31.64
Inv. 3-001-1811-96	08/21/14	7/18-8/18/14	500-6010-6711-8140-000	56.96
Inv. 3-001-1811-97	08/21/14	7/18-8/18/14	500-6010-6711-8152-000	2,306.40
Inv. 3-001-1811-98	08/21/14	7/18-8/18/14	215-6010-6115-8140-000	18.11
Inv. 3-001-1812-06	08/21/14	7/18-8/18/14	101-6010-6410-8140-000	82.06
Inv. 3-001-1812-07	08/21/14	7/18-8/18/14	500-6010-6711-8140-000	30.31
Inv. 3-001-1812-08	08/21/14	7/18-8/18/14	215-6010-6115-8140-000	61.03
Inv. 3-001-1812-09	08/21/14	7/2014	101-6010-6410-8140-000	318.79
Inv. 3-001-1812-10	08/21/14	7/18-8/18/14	232-6010-6417-8140-000	162.86
Inv. 3-001-1812-11	08/21/14	7/18-8/18/14	215-6010-6115-8140-000	36.70
Inv. 3-001-1812-12	08/21/14	7/18-8/18/14	215-6010-6115-8140-000	33.31
Inv. 3-001-1812-25	08/21/14	7/18-8/18/14	101-6010-6410-8140-000	27.25
Inv. 3-001-1812-26	08/21/14	7/18-8/18/14	101-6010-6410-8140-000	1,772.86
Inv. 3-001-1812-27	08/21/14	7/18-8/18/14	215-6010-6115-8140-000	59.
Inv. 3-001-1812-31	08/21/14	7/18-8/18/14	101-6010-6410-8140-000	47.60
Inv. 3-001-1812-32	08/21/14	7/2014	101-6010-6410-8140-000	14.22
Inv. 3-001-1812-33	08/21/14	7/18-8/18/14	500-6010-6711-8140-000	70.46
Inv. 3-001-1812-34	08/21/14	7/18-8/18/14	500-6010-6711-8140-000	10,143.85
Inv. 3-001-1812-35	08/21/14	7/18-8/18/14	215-6010-6115-8140-000	17.83
Inv. 3-001-1812-36	08/21/14	7/18-8/18/14	101-6010-6410-8140-000	95.39
Inv. 3-001-1812-38	08/21/14	7/2014	101-6010-6410-8140-000	26.00
Inv. 3-001-1812-39	08/21/14	7/2014	215-6010-6115-8140-000	54.88
Inv. 3-001-9413-97	08/21/14	7/2014	500-6010-6711-8152-000	5,677.45
Inv. 3-002-4372-43	08/21/14	7/2014	215-6010-6115-8140-000	84.66
Inv. 3-002-4472-77	08/21/14	7/22-8/20/14	101-8010-8011-8140-000	5,313.72
Inv. 3-002-4472-78	08/21/14	7/22-8/20/14	101-8030-8021-8140-000	1,904.95
Inv. 3-002-4473-12	08/21/14	7/2014	500-6010-6711-8140-000	26.75
Inv. 3-003-6653-57	08/21/14	7/22-8/20/14	101-6010-6410-8140-000	599.67
Inv. 3-003-7341-83	08/21/14	7/2014	101-6010-6410-8140-000	12.17
Inv. 3-004-3214-58	08/21/14	7/2014	500-6010-6711-8140-000	45.19

Inv. 3-004-4562-56				
08/21/14	7/2014		215-6010-6115-8140-000	66.82
Inv. 3-011-4089-57				
08/21/14	7/22-8/20/14		215-6010-6115-8140-000	55.14
Inv. 3-016-0678-82				
08/21/14	7/2014		215-6010-6201-8140-000	135.69
Inv. 3-022-6051-15				
08/21/14	7/2014		215-6010-6115-8140-000	80.94
Inv. 3-022-6897-57				
08/21/14	7/2014		215-6010-6115-8140-000	27.83
Inv. 3-022-6897-72				
08/21/14	7/22-8/20/14		215-6010-6115-8140-000	25.11
Inv. 3-022-6897-89				
08/21/14	7/2014		215-6010-6115-8140-000	26.50
Inv. 3-022-6897-99				
08/21/14	7/2014		215-6010-6115-8140-000	25.92
Inv. 3-022-6898-05				
08/21/14	7/2014		215-6010-6115-8140-000	26.57
Inv. 3-022-6898-17				
08/21/14	7/2014		215-6010-6115-8140-000	27.61
Inv. 3-023-6580-86				
08/21/14	7/22-8/20/14		215-6010-6201-8140-000	27.13
Inv. 3-023-7462-29				
08/21/14	7/22-8/20/14		215-6010-6115-8140-000	171.33
Inv. 3-023-7844-31				
08/21/14	7/22-8/20/14		215-6010-6115-8140-000	27.47
Inv. 3-023-8283-79				
08/21/14	7/22-8/20/14		215-6010-6115-8140-000	33.74
Inv. 3-028-7013-82				
08/21/14	7/22-8/20/14		101-6010-6410-8140-000	131.22
Inv. 3-028-7594-32				
08/21/14	7/22-8/20/14		500-6010-6711-8152-000	2,343.59
Inv. 3-032-0513-93				
08/21/14	7/22-8/20/14		215-6010-6115-8140-000	62.20
Inv. 3-032-2521-62				
08/21/14	7/22-8/20/14		215-6010-6201-8140-000	85.85
Inv. 3-033-3452-62				
08/21/14	7/22-8/20/14		500-6010-6710-8140-000	869.42
Inv. 3-035-6502-21				
08/21/14	7/22-8/20/14		101-6010-6601-8140-000	200.57
Inv. 3-037-6075-39				
08/21/14	7/22-8/20/14		215-6010-6115-8140-000	86.50
Ck. 09/04/14 184952	Total			115,054.25

Solheim, Bruce

Inv. 9/11/14				
09/09/14	9/11 Memorial Guest Speaker		101-8010-8011-8020-000	200.00
Ck. 09/11/14 184973	Total			200.00

South Pasadena Part Time Emplo

Inv. P/R/E 9/7/14				
09/09/14	Assn Dues		700-0000-0000-2249-000	504.00
Ck. 09/11/14 184974	Total			504.00

The Gas Company

Inv. 072 519 1300 5				
08/19/14	7/17-8/15/14		101-6010-6410-8140-000	24.88
Inv. 080 919 2900 3				
08/19/14	7/17-8/15/14		101-6010-6601-8140-000	267.24
Inv. 080 919 3600 8				
08/19/14	7/17-8/15/14		101-8030-8031-8140-000	4.23

Inv. 083 019 3600 4			
08/19/14	7/17-8/15/14	500-6010-6710-8140-000	23.34
Inv. 137 619 3700 5			
08/19/14	7/17-8/15/14	101-8030-8021-8140-000	53.47
Inv. 148 220 0900 8			
08/19/14	7/17-8/15/14	101-6010-6410-8140-000	77.95
Ck. 09/04/14 184953	Total		451.11
Time Warner Cable			
Inv. 008 0070193			
09/01/14	Skate Park Cable 9/1-30/14	101-4010-4011-8110-000	73.96
Inv. 008 0251967			
08/22/14	1102 Oxley St. 8/22-9/21/14	101-8030-8021-8110-000	200.84
Ck. 09/04/14 184954	Total		274.80
United Way			
Inv. P/R/E 9/7/14			
09/09/14	Payroll Deduction	700-0000-0000-2258-000	6.00
Ck. 09/11/14 184975	Total		6.00
Urban Pet			
Inv. CR3014160			
07/20/14	K9 Food	101-4010-4011-8034-000	127.84
Inv. CR3015764			
08/15/14	K9 Food	101-4010-4011-8035-000	71.93
Ck. 09/04/14 184955	Total		199.77
Total			392,289.00

ATTACHMENT 3
General City Warrant List

All Star Fire Equipment, Inc.

Inv. 175958				
08/28/14	FD Dept. Supplies	101-5010-5011-8020-000		294.94
Inv. 175989				
08/29/14	FD Safety Equipment	101-5010-5011-8134-000		105.10
Inv. 176199				
09/04/14	FD Gated Inlet & Outlet Equipm	101-5010-5011-8110-000		567.67
Ck. 09/17/14 184976	Total			967.71

Allied 100 LLC

Inv. 424629				
08/20/14	Airway Mgmt Trainer	272-4010-4018-8520-000		1,044.90
Inv. 426885				
08/27/14	Airway Mgmt Trainer	272-4010-4018-8520-000		4,797.90
Ck. 09/17/14 184977	Total			5,842.80

Aramark Uniform Services

Inv. 528-997416				
08/28/14	Uniform Svc	500-6010-6711-8132-000		16.40
08/28/14	Uniform Svc	500-6010-6710-8132-000		16.40
08/28/14	Uniform Svc	230-6010-6116-8132-000		16.40
08/28/14	Uniform Svc	210-6010-6501-8132-000		16.40
08/28/14	Uniform Svc	215-6010-6201-8132-000		16.40
08/28/14	Uniform Svc	215-6010-6310-8132-000		16.40
08/28/14	Uniform Svc	101-6010-6601-8132-000		55.24
Ck. 09/17/14 184978	Total			153.64

ARC

Inv. 7662040				
08/21/14	PW Printing Svcs	101-6010-6011-8050-000		34.00
Inv. 7664547				
08/22/14	Garfield Rsvr Project Printing	500-9000-9252-9252-000		238.97
Ck. 09/17/14 184979	Total			273.31

AT&T --Cingular Wireless

Inv. 287014917916X08				
08/08/14	City IPad's 7/9-8/8/14	101-8010-8011-8150-000		33.93
08/08/14	City IPad's 7/9-8/8/14	101-8030-8031-8150-000		33.93
08/08/14	City IPad's 7/9-8/8/14	101-1020-1021-8150-000		33.93
08/08/14	City IPad's 7/9-8/8/14	101-2010-2011-8150-000		33.93
08/08/14	City IPad's 7/9-8/8/14	101-4010-4011-8150-000		33.93
08/08/14	City IPad's 7/9-8/8/14	101-5010-5011-8150-000		33.93
08/08/14	City IPad's 7/9-8/8/14	101-2010-2021-8150-000		41.26
08/08/14	City IPad's 7/9-8/8/14	500-6010-6710-8150-000		51.65
08/08/14	City IPad's 7/9-8/8/14	101-7010-7101-8150-000		64.19
08/08/14	City IPad's 7/9-8/8/14	101-6010-6011-8150-000		67.86
08/08/14	City IPad's 7/9-8/8/14	101-1010-1011-8150-000		145.72
Inv. 829350178X08162				
08/08/14	PD Cell Phones 7/9-8/8/14	101-4010-4011-8150-000		491.74
Inv. 992893782X0816				
08/08/14	PD IPads 7/9-8/8/14	101-4010-4011-8150-000		169.65
Ck. 09/17/14 184980	Total			1,235.65

Baker & Taylor Entertainment

Inv. T07248510				
08/06/14	CD's & DVD's	101-8010-8011-8080-000		196.91
Inv. T07261450				
08/06/14	CD's & DVD's	101-8010-8011-8080-000		39.00
Inv. T07267910				
08/06/14	CD's & DVD's	101-8010-8011-8080-000		102.15

Inv. T07288420 08/06/14	CD's & DVD's	101-8010-8011-8080-000	28.60
Inv. T07328490 08/07/14	CD's & DVD's	101-8010-8011-8080-000	16.34
Inv. T07328510 08/07/14	CD's & DVD's	101-8010-8011-8080-000	16.34
Inv. T07328520 08/07/14	CD's & DVD's	101-8010-8011-8080-000	16.34
Inv. T07328540 08/07/14	CD's & DVD's	101-8010-8011-8080-000	17.98
Inv. T07328560 08/07/14	CD's & DVD's	101-8010-8011-8080-000	16.34
Inv. T07328590 08/07/14	CD's & DVD's	101-8010-8011-8080-000	16.34
Inv. T07328600 08/07/14	CD's & DVD's	101-8010-8011-8080-000	16.34
Inv. T07440340 08/11/14	CD's & DVD's	101-8010-8011-8080-000	16.34
Inv. T07488780 08/13/14	CD's & DVD's	101-8010-8011-8080-000	62.89
Inv. T07488790 08/13/14	CD's & DVD's	101-8010-8011-8080-000	162.10
Inv. T07576290 08/15/14	CD's & DVD's	101-8010-8011-8080-000	4.83
Inv. T07579490 08/15/14	CD's & DVD's	101-8010-8011-8080-000	15.31
Inv. T07619580 08/19/14	CD's & DVD's	101-8010-8011-8080-000	40.84
Inv. T07744430 08/20/14	CD's & DVD's	101-8010-8011-8080-000	8.16
Inv. T07744450 08/20/14	CD's & DVD's	101-8010-8011-8080-000	12.24
Inv. T07764950 08/21/14	CD's & DVD's	101-8010-8011-8080-000	15.31
Inv. T07792850 08/21/14	CD's & DVD's	101-8010-8011-8080-000	12.24
Inv. T07792860 08/21/14	CD's & DVD's	101-8010-8011-8080-000	9.79
Ck. 09/17/14 184981	Total		843.20

Baker & Taylor Inc.

Inv. 3019716303 08/11/14	Books	101-8010-8011-8080-000	208.39
Inv. 4010938277 07/23/14	Books	101-8010-8011-8080-000	166.67
Inv. 4010949182 08/05/14	Books	101-8010-8011-8080-000	527.59
Inv. 4010949659 08/06/14	Books	101-8010-8011-8080-000	1,160.02
Inv. 4010951278 08/06/14	Books	101-8010-8011-8080-000	1,339.52
Inv. 4010953784 08/07/14	Books	101-8010-8011-8080-000	134.98
Inv. 4010957181 08/13/14	Books	101-8010-8011-8080-000	388.92
Inv. 4010960619 08/18/14	Books	101-8010-8011-8080-000	446.14
Inv. 40109636909 08/18/14	Books	101-8010-8011-8080-000	39.93
Ck. 09/17/14 184982	Total		4,412.16

Bautista, Alejandro

Inv. 010203			
07/12/14	Van Cleaning # 74,76,77 & 78	205-8030-8025-8100-000	250.00
Inv. 010204			
08/16/14	Van Cleaning # 74,75,78 & 103	205-8030-8025-8100-000	265.00
Ck. 09/17/14 184983	Total		515.00

Bob Industries

Inv. Pier One Job			
08/14/14	Refund Filming Deposit	101-0000-0000-2910-002	70.00
Ck. 09/17/14 184984	Total		70.00

Bordeaux, Janet

Inv. Aug 2014			
09/04/14	Instructor Line Dancing Class	101-8030-8021-8267-000	68.00
Ck. 09/17/14 184985	Total		68.00

Bradley Jordan Construction

Inv. R0371518			
08/29/14	Refund Duplicate Busn License	101-0000-0000-4405-000	1.00
08/29/14	Refund Duplicate Busn License	220-0000-0000-5412-000	45.00
08/29/14	Refund Duplicate Busn License	101-0000-0000-4400-000	120.00
Ck. 09/17/14 184986	Total		166.00

CA Dental Buying Group

Inv. R08400848			
08/31/14	FD Cylinder Rental	101-5010-5011-8025-000	117.00
Ck. 09/17/14 184987	Total		117.00

CA Linen Services

Inv. 1061024			
09/01/14	FD Dept. Supplies	101-5010-5011-8020-000	111.24
Inv. 1063213			
09/08/14	FD Dept. Supplies	101-5010-5011-8020-000	118.22
Ck. 09/17/14 184988	Total		229.46

CA Maintenance & Environmental

Inv. 19635			
08/08/14	Monthly Fuel Tank Inspection	101-2010-2011-8100-000	2.00
08/08/14	Monthly Fuel Tank Inspection	101-6010-6011-8100-000	2.00
08/08/14	Monthly Fuel Tank Inspection	101-7010-7101-8100-000	2.00
08/08/14	Monthly Fuel Tank Inspection	101-5010-5011-8100-000	8.00
08/08/14	Monthly Fuel Tank Inspection	101-4010-4011-8100-000	86.00
Inv. 19636			
08/08/14	UST Operator Monthly Inspectio	101-6010-6601-8180-000	100.00
Inv. 19714			
08/22/14	Healy Qrt Inspection	101-2010-2011-8100-000	2.50
08/22/14	Healy Qrt Inspection	101-6010-6011-8100-000	2.50
08/22/14	Healy Qrt Inspection	101-7010-7101-8100-000	2.50
08/22/14	Healy Qrt Inspection	101-5010-5011-8100-000	10.00
08/22/14	Healy Qrt Inspection	101-4010-4011-8100-000	107.50
Ck. 09/17/14 184989	Total		325.00

Caltronics Business Systems

Inv. 1599426			
08/11/14	PD Copier Overages 5/6-8/5/14	101-4010-4011-8110-000	2,657.59
Ck. 09/17/14 184990	Total		2,657.59

Cantu Graphics

Inv. 4038				
08/25/14	CC Public Records Request Copi	101-1020-1021-8170-000		153.22
Inv. 4058				
08/28/14	Sr. Center Newsletter Sep-Oct	101-8030-8021-8050-000		470.88
Ck. 09/17/14 184991	Total			624.10

Catering Systems Inc.

Inv. 3220				
10/02/14	Sr. Center Meals w/8/4-8/14	260-8030-8023-8180-000		1,291.62
Inv. 3225				
08/11/14	Sr. Center Meals w/8/11-15/14	260-8030-8023-8180-000		1,224.74
Inv. 3234				
08/24/14	Sr. Center Meals w/ 8/18-22/14	260-8030-8023-8180-000		1,329.24
Inv. 3244				
09/01/14	Sr. Center Meals w/ 8/25-29/14	260-8030-8023-8180-000		1,254.00
Ck. 09/17/14 184992	Total			5,099.60

CBE Los Angeles

Inv. 1619020				
09/05/14	Copier Overages 8/5-9/4/14	500-3010-3012-8110-000		19.55
09/05/14	Copier Overages 8/5-9/4/14	101-3010-3011-8110-000		19.55
09/05/14	Copier Overages 8/5-9/4/14	101-7010-7101-8110-000		39.10
Ck. 09/17/14 184993	Total			78.20

CBS Productions Inc.

Inv. CSI Cyber Job				
08/20/14	Refund Filming Deposit	101-0000-0000-2910-200		70.00
Ck. 09/17/14 184994	Total			70.00

Chaidez, Hector

Inv. 191616507				
09/01/14	Predictive Policing Svcs 8/1-3	272-4010-4018-8180-000		2,080.00
Ck. 09/17/14 184995	Total			2,080.00

Chung, Hanaela

Inv. 211123731				
09/04/14	Refund Citation	101-0000-0000-4610-000		48.00
Ck. 09/17/14 184996	Total			48.00

CIT Technology Financial Servi

Inv. 25679409				
08/24/14	Sharp Copier Lease	500-3010-3012-8110-000		216.64
08/24/14	Sharp Copier Lease	101-3010-3011-8110-000		216.64
08/24/14	Sharp Copier Lease	101-7010-7101-8110-000		433.28
Ck. 09/17/14 184997	Total			866.56

City of Alhambra

Inv. 104147				
08/11/14	Fire Training Use of Alhambra	101-5010-5011-8200-000		4,455.00
Ck. 09/17/14 184998	Total			4,455.00

City of Pasadena

Inv. AR2108440				
08/29/14	FD Inspection Notices Printing	101-5010-5011-8050-000		105.00
Ck. 09/17/14 184999	Total			105.00

Clean Source Inc.

Inv. 2854920-00				
08/21/14	Lib Janitorial Supplies	101-8010-8011-8120-000		273.11

Ck. 09/17/14 185000	Total		273.11
CMS			
Inv. 190			
07/08/14	PD Maint. Svc Unit# M-2	101-4010-4011-8100-000	555.68
Ck. 09/17/14 185001	Total		555.68
COM Consultants			
Inv. 1408CSP			
09/08/14	Telephone Consultant 8/14	101-2010-2011-8170-000	1,520.00
Ck. 09/17/14 185002	Total		1,520.00
Comcate			
Inv. 5679			
07/17/14	PW Dept. Communication Link Re	101-6010-6011-8020-000	2,040.00
Ck. 09/17/14 185003	Total		2,040.00
Commline Inc.			
Inv. NP030736			
08/15/14	FD Equipment Maint.	101-5010-5011-8110-000	647.71
Inv. XP030268			
07/01/14	PD Contract Svcs 7/14	101-4010-4011-8170-000	1,172.00
Inv. XP030282			
08/05/14	PD Contract Svcs 8/14	101-4010-4011-8170-000	1,172.00
Inv. XP030300			
09/02/14	PD Contract Svcs 9/14	101-4010-4011-8170-000	1,172.00
Ck. 09/17/14 185004	Total		4,163.71
Community Economic Solutions			
Inv. 1810			
08/20/14	St.Lighting & Landscape Maint	101-6010-6011-8170-000	1,520.00
Inv. 1812			
08/20/14	Special Tax Admin. Svcs	101-8010-8011-8170-000	875.00
Ck. 09/17/14 185005	Total		2,395.00
Cook Fire Extinguisher Co			
Inv. 23029			
08/26/14	FD Fire Extinguisher Svc	101-5010-5011-8120-000	102.32
Inv. 400075			
09/02/14	FD Fire Extinguisher Svc	101-5010-5011-8120-000	226.70
Ck. 09/17/14 185006	Total		329.02
D & S Printing			
Inv. 8642			
08/25/14	PD 150 Receipt Books	101-4010-4011-8020-000	1,395.20
Ck. 09/17/14 185007	Total		1,395.20
DDL Traffic Inc.			
Inv. R0370188			
08/27/14	Refund Busn License Fee	101-0000-0000-5150-001	25.00
Ck. 09/17/14 185008	Total		25.00
De Lage Landen			
Inv. 42596083			
09/01/14	2nd Fl. Copier Lease 9/15-10/1	101-2010-2011-8300-000	127.58
09/01/14	2nd Fl. Copier Lease 9/15-10/1	101-1020-1021-8300-000	127.58
09/01/14	2nd Fl. Copier Lease 9/15-10/1	101-6010-6011-8300-000	127
Ck. 09/17/14 185009	Total		382.14

Dea, Nova

Inv. R05629				
08/18/14	Refund Lost & Paid Material	101-0000-0000-5260-003		17.00
Ck. 09/17/14 185010	Total			17.00

Decco Awards

Inv. 14-9152				
08/29/14	PD Appreciation Plaque for Chr	101-4010-4011-8020-000		105.13
Ck. 09/17/14 185011	Total			105.13

Delery, Ashley

Inv. Aug 2014				
09/04/14	Instructor Pep Up Your Life Cl	101-8030-8021-8267-000		270.00
Ck. 09/17/14 185012	Total			270.00

Delgado, Ana Maria

Inv. Aug 2014				
09/04/14	Instructor Yoga Class	101-8030-8021-8267-000		28.80
Ck. 09/17/14 185013	Total			28.80

Dell Marketing L.P.

Inv. XJJ7T92X8				
08/21/14	PD Black Toners	101-4010-4011-8110-000		180.92
Ck. 09/17/14 185014	Total			180.92

Duthie Generator Svc Inc.

Inv. 26611				
07/16/14	Wilson Well Pump Generator Ren	500-9000-9265-9265-000		7,350.00
.. 09/17/14 185015	Total			7,350.00

Emergency Reporting

Inv. 2014-2747				
09/03/14	FD Emerg. Digital EMS & Fire R	101-5010-5011-8180-000		2,009.00
Ck. 09/17/14 185016	Total			2,009.00

ESRI

Inv. 479325				
07/02/14	GIS Software ArcGIS for Deskto	101-6010-6011-8020-000		418.00
Ck. 09/17/14 185017	Total			418.00

Eurofins Eaton Analytical

Inv. L0174511				
07/09/14	Water Quality Testing	500-6010-6711-8170-000		85.00
Inv. L0174602				
07/10/14	Water Quality Testing	500-6010-6711-8170-000		25.00
Inv. L0175357				
07/15/14	Water Quality Testing	500-6010-6711-8170-000		127.00
Inv. L0175358				
07/15/14	Water Quality Testing	500-6010-6711-8170-000		10.00
Inv. L0175736				
07/18/14	Water Quality Testing	500-6010-6711-8170-000		135.00
Inv. L0176070				
07/21/14	Water Quality Testing	500-6010-6711-8170-000		85.00
Inv. L0176077				
07/21/14	Water Quality Testing	500-6010-6711-8170-000		127.00
Inv. L0176945				
07/28/14	Water Quality Testing	500-6010-6711-8170-000		85.00
Inv. L0176957				
07/28/14	Water Quality Testing	500-6010-6711-8170-000		127.00

Inv. L0177491				
08/01/14	Water Quality Testing	500-6010-6711-8170-000		127.00
Inv. L0177769				
08/04/14	Water Quality Testing	500-6010-6711-8170-000		100.00
Inv. L0177788				
08/04/14	Water Quality Testing	500-6010-6711-8170-000		85.00
Inv. L0178833				
08/12/14	Water Quality Testing	500-6010-6711-8170-000		85.00
Inv. L0178834				
08/12/14	Water Quality Testing	500-6010-6711-8170-000		255.00
Inv. L0178850				
08/12/14	Water Quality Testing	500-6010-6711-8170-000		127.00
Inv. L0179381				
08/14/14	Water Quality Testing	500-6010-6711-8170-000		30.00
Inv. L0179998				
08/19/14	Water Quality Testing	500-6010-6711-8170-000		127.00
Inv. L0180001				
08/19/14	Water Quality Testing	500-6010-6711-8170-000		85.00
Ck. 09/17/14 185018	Total			1,827.00

Federal Express

Inv. 2-749-99611				
08/15/14	PW Overnight Shipping	101-6010-6011-8010-000		20.20
Inv. 2-757-56030				
08/22/14	HR Overnight Shipping	101-2010-2013-8010-000		19.68
08/22/14	PW Overnight Shipping	101-6010-6011-8010-000		26.83
08/22/14	Fin Overnight Shipping	500-3010-3012-8010-000		27.05
08/22/14	FD Overnight Shipping	101-5010-5011-8010-000		62.26
Ck. 09/17/14 185019	Total			156

Gaylord Bros., Inc.

Inv. 2305930				
08/13/14	Library Backstop Add 2" High	101-0000-0000-2700-000		(37.39)
08/13/14	Library Backstop Add 2" High	101-8010-8011-8020-000		649.38
Ck. 09/17/14 185020	Total			611.99

George L. Throop Co.

Inv. 01-652228-00				
08/26/14	Concrete	230-6010-6116-8020-000		431.64
Ck. 09/17/14 185021	Total			431.64

Glendale Memorial Occupational

Inv. 4018-26739				
08/01/14	Medical Exam - Miguel A. Herna	205-8030-8025-8020-000		35.00
Ck. 09/17/14 185022	Total			35.00

Goldman, Magdalin & Krikes LLP

Inv. 1407-0010320				
07/20/14	Legal Svcs 7/14	101-2010-2013-8160-000		768.00
Inv. 1408-0010320				
08/20/14	Legal Svcs 8/14	101-2010-2013-8160-000		944.00
Ck. 09/17/14 185023	Total			1,712.00

Graffiti Control Systems

Inv. SPAS0814				
08/31/14	Citywide Graffiti Removal 8/14	101-6010-6410-8262-000		490.00
Ck. 09/17/14 185024	Total			490.00

Harwood, Haley

Inv. Fall 2014				
08/29/14	Instructor Belly Dance Classes	101-8030-8032-8267-000		312.00

Ck. 09/17/14 185025	Total		312.00
HdL Hinderliter, de Llamas & Ass			
Inv. 0020792			
08/15/14	2013-2014 CAFR Statistical Rep	101-3010-3011-8020-000	695.00
Inv. 0022571			
08/26/14	Contract Svcs Sales Tax 3rd Qr	101-3010-3011-8170-000	1,011.26
Ck. 09/17/14 185026	Total		1,706.26
Holland, Jeffrey			
Inv. 8/25/14			
08/27/14	Reimb. PD Training Expense	101-4010-4011-8210-000	61.60
Ck. 09/17/14 185027	Total		61.60
Horizon Coach Lines LA			
Inv. 88538			
08/19/14	CampMedFieldTrips Bus Rental 8	205-8030-8025-8180-000	4,025.70
Ck. 09/17/14 185028	Total		4,025.70
ICG, Inc.			
Inv. 201435			
08/31/14	Community Center Feasibility Stu	275-6010-6410-8170-000	10,161.50
Ck. 09/17/14 185029	Total		10,161.50
Interstate Batteries			
Inv. 58383			
09/04/14	FD Battery for Staff 8 Vehicle	101-5010-5011-8100-000	107.86
09/17/14 185030	Total		107.86
Interstate Billing Svcs Inc.			
Inv. 94640057			
07/14/14	FD Emergency Repairs Made on R	101-5010-5011-8100-000	2,144.11
Ck. 09/17/14 185031	Total		2,144.11
Jack's Auto Repair			
Inv. 14002			
08/19/14	Replace Battery & Oil Change U	101-4010-4011-8100-000	389.58
Inv. 14017			
08/19/14	Repair Doors, Oil Change & Maint	101-4010-4011-8100-000	1,571.41
Ck. 09/17/14 185032	Total		1,960.99
JD Audio Visual Inc.			
Inv. 1235			
09/03/14	Sr. Center Sound System Repair	101-8030-8021-8110-000	684.91
Ck. 09/17/14 185033	Total		684.91
Jones Coffee Roasters			
Inv. 35148			
08/29/14	FD Dept. Supplies	101-5010-5011-8020-000	131.25
Ck. 09/17/14 185034	Total		131.25
Kouprine, Pavel			
Inv. R51552			
08/22/14	Refund Dropped Camp Med Class	101-0000-0000-5270-001	282.00
Ck. 09/17/14 185035	Total		282.00
A.C. M. T. A.			
Inv. 800059065			
08/15/14	MTA Passes 7/14	101-0000-0000-5270-004	75.00
08/15/14	MTA Passes 7/14	205-0000-0000-5500-000	658.00

08/15/14	MTA Passes 7/14	205-2010-2210-8250-000	658.00
Ck. 09/17/14 185036	Total		1,391.00
L.N. Curtis & Sons			
Inv. 1324867-00			
08/20/14	FD Safety Clothing & Equipment	101-5010-5011-8134-000	347.85
Ck. 09/17/14 185037	Total		347.85
Lee, Richard			
Inv. 8/25-26/14			
08/27/14	Reimb. PD Training Expense	101-4010-4011-8200-000	27.60
Ck. 09/17/14 185038	Total		27.60
LifeLine Training & Calibre Pr			
Inv. 10/8-9/14			
09/02/14	PD Training Registration-Ofcr.	101-4010-4011-8200-000	199.00
Ck. 09/17/14 185039	Total		199.00
Lynn Peavey Company			
Inv. 293328			
09/04/14	PD Evidence Room Supplies	101-4010-4011-8020-000	99.20
Ck. 09/17/14 185040	Total		99.20
Masimo			
Inv. 1579578			
08/23/14	FD Hazardous Materials Det. Mo	101-5010-5011-8026-000	1,972.90
Ck. 09/17/14 185041	Total		1,972.90
McIntosh, Deborah			
Inv. 9/26/14			
09/04/14	City of Dreams LA Presentation	101-8030-8021-8020-000	100.00
Ck. 09/17/14 185042	Total		100.00
Medley, Laura			
Inv. R51555			
08/22/14	Refund Dropped Camp Med Class	101-0000-0000-5270-001	225.00
Ck. 09/17/14 185043	Total		225.00
Melchiorre, Mark			
Inv. July 2014			
08/29/14	Instructor Qigong Class	101-8030-8032-8267-000	32.00
Ck. 09/17/14 185044	Total		32.00
Nuckols, Tom & Joanne			
Inv. 1933-1941			
09/09/14	Refund Deposit- 1933-1941 Mill	101-0000-0000-2990-014	10,000.00
Ck. 09/17/14 185045	Total		10,000.00
Office Solutions			
Inv. I-00658204			
08/14/14	PD Office Supplies	101-4010-4011-8000-000	112.03
Ck. 09/17/14 185046	Total		112.03
Pacific Hydrotech Corp.			
Inv. #19			
07/31/14	Wilson Reservoir Replacement 7	500-9000-9265-9265-000	209,624.62
Ck. 09/17/14 185047	Total		209,624

Palmieri, Michael

Inv. 8/25-26/14			
08/27/14	Reimb. PD Training Expense	101-4010-4011-8200-000	27.60
Ck. 09/17/14 185048	Total		27.60

Petersen, Matthew

Inv. 8/25/14			
08/27/14	Reimb. PD Training Expense	101-4010-4011-8210-000	61.60
Ck. 09/17/14 185049	Total		61.60

Phillips, Craig

Inv. 8/25/14			
08/28/14	Reimb. PD Training Expense	101-4010-4011-8200-000	31.84
Ck. 09/17/14 185050	Total		31.84

Phoenix Group Information Syst

Inv. 072014184			
08/26/14	PD Citation/Permit Processing	101-0000-0000-4460-000	323.50
08/26/14	PD Citation/Permit Processing	101-0000-0000-4610-000	1,463.55
Ck. 09/17/14 185051	Total		1,787.05

Pitney Bowes-Reserve Account

Inv. 34133033			
09/08/14	Reimb. Postage Meter	101-1010-1011-8010-000	3.36
09/08/14	Reimb. Postage Meter	101-1020-1021-8010-000	11.64
09/08/14	Reimb. Postage Meter	101-5010-5011-8010-000	17.65
09/08/14	Reimb. Postage Meter	101-2010-2011-8010-000	26.88
09/08/14	Reimb. Postage Meter	101-6010-6011-8010-000	97.44
09/08/14	Reimb. Postage Meter	101-4010-4011-8010-000	362.76
09/08/14	Reimb. Postage Meter	101-3010-3011-8010-000	384.99
09/08/14	Reimb. Postage Meter	101-7010-7101-8010-000	998.99
Ck. 09/17/14 185052	Total		1,903.71

Plumbing Wholesale Outlet Inc

Inv. 244970			
08/26/14	Plumbing Supplies	101-6010-6601-8120-000	130.80
Ck. 09/17/14 185053	Total		130.80

Post Alarm Systems

Inv. 712284			
08/01/14	Camp Med Security 9/14	101-8030-8032-8180-000	42.95
Ck. 09/17/14 185054	Total		42.95

Prime Graphix Inc.

Inv. 761			
08/20/14	Install PD Graphics to New Uni	105-4010-4011-8540-000	681.25
Inv. 765			
08/19/14	Install PD Graphics to New Uni	105-4010-4011-8540-000	681.25
Ck. 09/17/14 185055	Total		1,362.50

Provision First Aid and Safety

Inv. 06-10564			
08/19/14	PD First Aid Kit Supplies	101-4010-4011-8020-000	78.70
Inv. 06-10565			
08/19/14	Library First Aid Kit Supplies	101-8010-8011-8020-000	102.51
Ck. 09/17/14 185056	Total		181.21

Revenue & Cost Specialists LLC

Inv. 8513			
08/27/14	User Fee & Rate Study Svcs	101-3010-3041-8170-000	4,800.00

Ck. 09/17/14 185057 Total 4,800.77

Roth Staffing Companies

Inv. 13026424
08/22/14 Temp Employee w/e 8/17/14 101-3010-3011-8170-000 119.73
08/22/14 Temp Employee w/e 8/17/14 500-3010-3012-8170-000 359.19
Inv. 13029142
08/29/14 Temp Employee w/e 8/24/14 101-3010-3011-8170-000 99.55
08/29/14 Temp Employee w/e 8/24/14 500-3010-3012-8170-000 298.65
Ck. 09/17/14 185058 Total 877.12

Ryan's Express

Inv. 16458
09/04/14 Sr. Center Trip Bus Transporta 205-8030-8025-8180-000 847.00
Ck. 09/17/14 185059 Total 847.00

S.P.Review

Inv. 2642
08/13/14 Garfield Rsvr Replacement Proj 101-6010-6011-8040-000 396.00
Inv. 2646
08/20/14 Swr Rehabilitation & Replaceme 101-6010-6011-8040-000 952.00
Inv. 2653
08/27/14 Public Notice Ord 2270 101-1020-1021-8040-000 56.00
Inv. 2654
08/27/14 Public Notice Ord 2271 101-1020-1021-8040-000 88.00
Inv. 2655
08/27/14 Public Notice Ord 2272 101-1020-1021-8040-000 216.00
Ck. 09/17/14 185060 Total 1,708.00

Saragueta, Karen

Inv. R51809
09/03/14 Refund Dropped Camp Med Class 101-0000-0000-5270-001 75.00
Ck. 09/17/14 185061 Total 75.00

SBSD- Training Center

Inv. 8/18/14
08/29/14 PD Training-Earley,Escobedo & 101-4010-4011-8210-000 300.00
Inv. 8/25/14
08/29/14 PD Training-Holland,Petersen & 101-4010-4011-8210-000 300.00
Inv. 9/1/14
08/29/14 PD Training-Wise 101-4010-4011-8210-000 100.00
Ck. 09/17/14 185062 Total 700.00

St. George's Medical Clinic

Inv. 89664.0
07/09/14 Medical Exam-Janee Hannible 101-2010-2013-8170-000 175.00
Inv. 93224.0
07/07/14 Medical Exam-Christopher Brown 101-2010-2013-8170-000 195.00
Inv. 95795
08/06/14 Medical Exam-Raquel Herrera 101-2010-2013-8170-000 175.00
Inv. 95797
08/06/14 Medical Exam-Myles Fowlis 101-2010-2013-8170-000 1,025.00
Ck. 09/17/14 185063 Total 1,570.00

Staples Business Advantage

Inv. 3236347195
07/10/14 Library Office Supplies 101-8010-8011-8000-000 204.50
Inv. 3238269135
08/01/14 Library Office Supplies 101-8010-8011-8000-000 214.80
Inv. 3239313064
08/09/14 Sr. Center Office Supplies 101-8030-8031-8000-000 12.88

08/09/14	Transit Office Supplies	205-8030-8025-8000-000	128.50
08/09/14	Sr. Center Office Supplies	101-8030-8021-8000-000	197.66
Inv. 3239371557			
08/12/14	Library Office Supplies	101-8010-8011-8000-000	11.45
Inv. 3239945554			
08/19/14	Yard Office Supplies	230-6010-6116-8020-000	15.25
08/19/14	Yard Office Supplies	500-6010-6710-8000-000	15.35
08/19/14	Yard Office Supplies	500-6010-6711-8000-000	15.35
08/19/14	Yard Office Supplies	101-6010-6410-8000-000	15.35
08/19/14	Yard Office Supplies	210-6010-6501-8020-000	15.35
08/19/14	Yard Office Supplies	101-6010-6601-8020-000	15.35
08/19/14	Yard Office Supplies	215-6010-6201-8000-000	15.35
Inv. 3241760010			
09/04/14	FD Office Supplies	101-5010-5011-8000-000	313.66
Ck. 09/17/14 185064	Total		1,190.89
Stramaglia, Lisa Marie			
Inv. 9/24/14			
09/04/14	Sr.Center Spaghetti Lunch Ente	101-8030-8021-8020-000	170.00
Ck. 09/17/14 185065	Total		170.00
Studio Spectrum			
Inv. 17912			
07/31/14	AV Svcs 7/14	101-1020-1021-8170-000	3,100.00
Inv. 17914			
08/28/14	AV Svcs 8/14	101-1020-1021-8170-000	2,100.00
Ck. 09/17/14 185066	Total		5,200.00
arez, Jennifer			
Inv. R51658			
08/28/14	Refund Eddie Park House Deposi	101-0000-0000-2920-001	232.50
Ck. 09/17/14 185067	Total		232.50
The Light House			
Inv. 0068098			
08/13/14	FD LED Light Head for Engine 7	101-5010-5011-8100-000	202.55
Ck. 09/17/14 185068	Total		202.55
Tom's Clothing & Uniforms Inc			
Inv. 81314			
08/15/14	PD Uniforms	101-4010-4011-8134-000	92.56
Inv. 82535			
08/21/14	PD Uniforms	101-4010-4011-8134-000	78.48
Ck. 09/17/14 185069	Total		171.04
UCLA Center for Prehospital Ca			
Inv. 1003			
08/18/14	FD Paramedic Training 7/14	101-5010-5011-8170-000	3,757.90
Ck. 09/17/14 185070	Total		3,757.90
Verizon Wireless			
Inv. 9729369999			
07/26/14	City iPad's 6/27-7/26/14	101-3010-3011-8150-000	38.01
07/26/14	City iPad's 6/27-7/26/14	101-5010-5011-8150-000	45.62
07/26/14	City iPad's 6/27-7/26/14	101-2010-2011-8150-000	76.02
07/26/14	FD Electronic EMS Doc./Billing	101-5010-5011-8180-000	87.04
09/17/14 185071	Total		246.69

West Coast Arborists, Inc.

Inv. 98413				
07/15/14	City Wide Tree Svcs 7/1-15/14	215-6010-6310-8180-000		3,570.00
Inv. 98545				
07/31/14	Tree Trim, RemovalReplacement7	215-6010-6310-8180-000		23,420.00
Ck. 09/17/14 185072	Total			26,990.00

Whitby, David

Inv. Aug 2014				
09/04/14	All Things Apple Lecture Class	101-8030-8021-8020-000		504.00
Ck. 09/17/14 185073	Total			504.00

Williams, Riley

Inv. R05639				
08/25/14	Refund Lost & Paid Materials	101-0000-0000-5260-003		18.00
Ck. 09/17/14 185074	Total			18.00

Wise, Randy

Inv. 9/1/14				
09/02/14	Reimb. PD Training Expense	101-4010-4011-8210-000		61.60
Ck. 09/17/14 185075	Total			61.60

Wong, Pauline

Inv. Aug 2014				
09/04/14	Instructor Line Dance Class	101-8030-8021-8267-000		28.00
Ck. 09/17/14 185076	Total			28.00

Wright, Andrew

Inv. R51556				
08/22/14	Refund Dropped Camp Med Class	101-0000-0000-5270-001		282.00
Ck. 09/17/14 185077	Total			282.00

Zee, Yuet

Inv. Aug 2014				
08/26/14	Instructor Western Line Dance	101-8030-8032-8267-000		93.60
Ck. 09/17/14 185078	Total			93.60

Zumar Industries, Inc.

Inv. 0154082				
08/15/14	Yard Street Name Signs	230-6010-6116-8020-000		168.41
Ck. 09/17/14 185079	Total			168.41

Total				361,157.89
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ATTACHMENT 4
Payroll 09-12-14

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 09.12.14

Account Number	Account Name	09.17.14
101-0000-0000-1010-000	General Fund - Payroll cash	517,115.98
	Other Withholding Payables	\$ 255,822.60
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	261,293.38
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	5,277.64
207-0000-0000-1010-000	Prop C - Payroll Cash	4,776.00
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	10,562.03
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C	9,191.16
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	7,598.05
229-0000-0000-1010-000	CRA Housing - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	14,192.85
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	44,004.73
700-0000-0000-2210-000	Internal Revenue Service	60,013.94
700-0000-0000-2230-000	Internal Revenue Service	15,508.62
Total Checks & Direct Deposits		432,418.40
Checks		20,635.16
Direct Deposits		336,285.68
I.R.S Payments		75,497.56
		<hr/> 432,418.40
To 700		592,083.28
Other PR Payable		255,822.60
ACH Payable		<hr/> 336,260.68

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 09.17.14

<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 9/7/14	ACH	227.0000.0000.1010.000	Payroll PE 09.07.14	\$ 7,598.05

RSA Report Total \$ 7,598.05

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: September 17, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Gary E. Pia, City Treasurer
David Batt, Finance Director *DB*
SUBJECT: **Monthly Investment Reports for July 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 July 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 July 2014
September 17, 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 July 2014
2. Successor Agency to the Community Redevelopment Agency Investment Reports for July 2014
3. Public Financing Authority Investment Reports for July 2014

ATTACHMENT 1
City Investment Reports for July 2014

Exhibit A

City of South Pasadena

INVESTMENT REPORT
July 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	0.244%	52.99%	11,103,820.10	11,103,820.10
SUBTOTAL			52.99%	<u>11,103,820.10</u>	<u>11,103,820.10</u>
CITIBANK SMITH BARNEY					
Certificates of Deposit/Securities	See Exhibit B-2	0.211%	47.01%	<u>9,849,538.64</u>	<u>9,854,830.50</u>
SUBTOTAL			47.01%	<u>9,849,538.64</u>	<u>9,854,830.50</u>
TOTAL INVESTMENTS			100.00%	<u>\$20,953,358.74</u>	<u>\$20,958,650.60</u>

BANK ACCOUNTS:

Bank of America Account Balance:	\$3,209,919.97
Smith Barney Uninvested Cash Balance:	\$2,341,158.14
Smith Barney Unsettled Transactions	\$0.00

Required Disclosures:

Average weighted maturity of the portfolio 27 DAYS

Average weighted total yield to maturity of the portfolio 0.228%

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
July 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	7/31/2014
Project Fund -- 6711728914	Blackrock Provident Institutional Treasury Funds	\$0.00	7/31/2014
Total South Pasadena Funds Managed by Trustee		\$0.00	
Common (Pooled) Accounts *			
Costs of Issuance Fund -- 6711728905	Blackrock Provident Institutional Treasury Funds	0.00	7/31/2014
Revenue Fund -- 6711728901	Blackrock Provident Institutional Treasury Funds	0.00	7/31/2014
Interest Account Fund -- 6711728902	Blackrock Provident Institutional Treasury Funds	0.01	7/31/2014
Principal Account Fund -- 6711728903	Blackrock Provident Institutional Treasury Funds	0.00	7/31/2014
Installment Fund -- 6711728912	Blackrock Provident Institutional Treasury Funds	0.46	7/31/2014
Reserve Fund -- 6711728913	Blackrock Provident Institutional Treasury Funds	1.00	7/31/2014
Sinking Fund -- 6711728904	n/a	0.00	7/31/2014
Total Common Accounts Funds		\$1.47	
Grand Total Accounts on Monthly Statement		\$1.47	
* 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		0.00	7/31/2014

Exhibit B-2
Funds and Investments
Held by Contracted (Third) Parties
July 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	0.025%	0.025%	7,299,927.00	0.025%	8/21/2014	21	0.00
2 CD	Bank of China - NY	06426NFZ0	9/19/2012	250,000.00		250,000.00	0.650%	0.650%	250,157.50	0.640%	9/19/2014	50	157.50
3 CD	Merrick Bank - UT	59012YW94	9/19/2012	250,000.00		250,000.00	0.550%	0.550%	250,155.00	0.540%	9/19/2014	50	155.00
4 CD	Sallie Mae Bank - UT	795450PF6	9/19/2012	250,000.00		250,000.00	0.850%	0.850%	250,157.50	0.840%	9/19/2014	50	157.50
5 CD	Sovereign Bank - DE	84603M2T2	9/19/2012	250,000.00		250,000.00	0.750%	0.750%	250,157.50	0.740%	9/19/2014	50	157.50
6 CD	BMW Bank - UT	05568PY92	9/21/2012	250,000.00		250,000.00	0.750%	0.750%	250,167.50	0.740%	9/22/2014	53	167.50
7 CD	Franklin Bank - PA	35463PDX5	9/25/2012	250,000.00		250,000.00	0.400%	0.400%	249,982.50	0.400%	9/25/2014	56	(17.50)
8 CD	Ally Bank - UT	02005QS46	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	251,492.50	1.090%	9/21/2015	417	1,492.50
9 CD	Discover Bank - DE	254671GJ3	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	251,522.50	1.090%	9/21/2015	417	1,522.50
10 CD	Goldman Sachs	38143AE68	9/19/2012	250,000.00		250,000.00	1.150%	1.150%	251,322.50	0.683%	9/21/2015	417	1,322.50
11 CD	Apple Bank - NY	037830RK4	9/26/2012	50,000.00		50,000.00	0.550%	0.550%	50,308.50	0.540%	9/28/2015	424	308.50
12 CD	Business Bank - MO	12325EFP2	9/28/2012	250,000.00		250,000.00	0.500%	0.500%	249,480.00	0.698%	9/28/2015	424	(520.00)
Subtotal CDs/Securities				9,850,000.00		9,849,538.64	0.219%	0.219%	9,854,830.50	0.211%		68	4,903.50
Money Market	Liquid Asset Fund			0.00		2,340,576.54	0.010%	0.010%	2,340,576.54	0.010%		1	
Uninvested Cash				0.00		581.60			581.60			1	
Grand Totals				9,850,000.00		12,190,696.78	0.179%	0.179%	12,195,988.64	0.172%		55	4,903.50
Unsettled Transactions													
				0.00		0.00			0.00				0.00
Totals incl. Unsettled Transactions				9,850,000.00		12,190,696.78			12,195,988.64				4,903.50
Adjustments													
Differential due to Valuing Short-Term CDs/Securities at Cost									388.36				388.36
Adjusted Total									12,196,377.00				5,291.86
Totals per Bank Statement						12,190,696.78			12,196,377.00				5,291.86

Exhibit C

City of South Pasadena
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	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	FY 2014-15
JULY	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	20,958,651
AUGUST	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	6,275,728	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	5,474,520	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	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	7,802,755	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	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	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	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	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	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	10,535,314	15,170,118	20,014,000	23,385,906	15,871,761	12,581,680	10,275,475	19,323,510	22,452,628	

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

Exhibit A

CITY OF SOUTH PASADENA
 SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
 INVESTMENT REPORT
 July 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	0.244%			910,136.27	
SUBTOTAL				100.00%	<u>910,136.27</u>	
TOTAL INVESTMENTS				<u>100.00%</u>	<u>\$910,136.27</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 0.244%

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
July 31, 2014**

SA-CRA LAIF Account Beginning Balance:	\$909,634.57
Add Deposits	\$501.70
Subtract Withdrawals	
Ending LAIF Balance:	\$910,136.27

Exhibit C

CITY OF SOUTH PASADENA
 SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
 INVESTMENT REPORT
 July 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	\$6.74	7/31/2014
Interest Account	Blackrock Provident Institutional Treasury Funds	0.00	7/31/2014
Principal/Sinking Account	Blackrock Provident Institutional Treasury Funds	0.00	7/31/2014
Reserve Account	Blackrock Provident Institutional Treasury Funds	<u>199,583.30</u>	7/31/2014
Total Funds Managed by Union Bank of California		\$199,590.04	

* Asset valuations provided by Union Bank through monthly reports.

Exhibit D

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

Summary of Invested Funds -- Last Day of the Month

MONTH	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	FY 2014-15
JULY	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	910,136
AUGUST	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	
SEPTEMBER	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	2,834,110	2,953,905	2,816,650	2,829,419	2,030,097	1,987,121	1,796,085	1,754,833	908,532	
NOVEMBER	2,834,110	3,034,905	2,831,650	2,829,419	2,030,097	1,987,121	1,796,085	1,754,833	908,532	
DECEMBER	2,834,110	3,177,905	2,991,650	2,959,419	2,205,097	1,987,121	1,796,085	1,754,833	908,532	
JANUARY	2,859,997	3,237,463	3,052,641	2,977,435	2,208,580	1,989,403	820	1,756,257	909,118	
FEBRUARY	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	3,167,997	3,334,463	3,052,641	2,977,435	2,208,580	1,939,403	2,000,820	906,257	909,118	
APRIL	2,984,072	2,802,720	3,084,227	3,141,429	2,211,614	1,941,969	2,001,427	907,394	909,635	
MAY	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	2,840,072	2,977,720	3,084,227	3,091,429	1,981,614	1,891,969	2,001,427	907,394	909,635	

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ATTACHMENT 3
Public Financing Authority Investment Reports for
July 2014

Exhibit A

South Pasadena
Public Financing Authority
INVESTMENT REPORT
July 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	0.106%	61.60%	16,221,738.78	16,221,738.78
Certificates of Deposit / Govt. Securities	See Exhibit B	0.566%	38.40%	10,110,974.00	10,110,974.00
SUBTOTAL			100.00%	26,332,712.78	26,332,712.78
TOTAL INVESTMENTS			100.00%	\$26,332,712.78	\$26,332,712.78
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				\$18,616.17	

Required Disclosures:

Average weighted maturity of the portfolio 197 DAYS

Average weighted total yield to maturity of the portfolio 0.283%

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
July 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		4,533.49	0.010%	4,533.49	0.010%		1	
3	Government Advantage Money Market		196,075.77	0.010%	196,075.77	0.010%		1	
Subtotal Cash & Cash Equivalents			200,609.26	0.010%	200,609.26	0.010%			
1	CDARS - CD	Key Bank Natl. Assn. -OH	3/13/2013	225,000.00	0.450%	225,000.00	0.450%	3/13/2015	225
2	CDARS - CD	Medallion Bank - UT	3/15/2013	248,000.00	0.550%	248,000.00	0.550%	3/15/2016	593
3	CDARS - CD	Lake Forest Bank	6/27/2014	248,000.00	1.600%	248,000.00	1.600%	6/27/2016	697
4	CDARS - CD	American State Bank -IA	3/28/2013	248,000.00	0.700%	248,000.00	0.700%	3/28/2017	971
5	CDARS - CD	Oriental Bank	5/29/2014	248,000.00	1.000%	248,000.00	1.000%	5/30/2017	1,034
6	CDARS - CD	Barclays Bank	7/2/2014	248,000.00	1.150%	248,000.00	1.150%	7/3/2017	1,068
7	CDARS - CD	CIT Bank - UT	3/13/2013	248,000.00	1.100%	248,000.00	1.100%	3/13/2018	1,321
8	CDARS - CD	First Bank - PR	3/15/2013	248,000.00	1.050%	248,000.00	1.050%	3/15/2018	1,323
9	CD - Callable	JP Morgan Chase - OH	3/15/2013	248,000.00	0.750%	248,000.00	0.750%	3/15/2018	1,323
10	CDARS - CD	Bank of Deerfield	6/11/2014	248,000.00	1.600%	248,000.00	1.600%	6/11/2018	1,411
11	CDARS - CD	Discover Bank - DE	7/16/2014	247,000.00	1.550%	247,000.00	1.550%	7/16/2018	1,446
12	CDARS - CD	Goldman Sachs Bank	7/16/2014	247,000.00	1.600%	247,000.00	1.600%	7/16/2018	1,446
13	CDARS - CD	GE Capital Bank	7/18/2014	247,000.00	1.600%	247,000.00	1.600%	7/18/2018	1,448
14	CDARS - CD	Bar Harbor Bank - ME	5/30/2014	170,000.00	1.600%	170,000.00	1.600%	3/29/2019	1,702
Subtotal CDs			3,368,000.00	1.159%	3,368,000.00	1.159%		1,136	0.00
Total Reserve Fund			3,568,609.26	1.094%	3,568,609.26	1.094%		1,073	0.00
Project Fund									
1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		843,665.76	0.010%	843,665.76	0.010%		1	
3	Government Advantage Money Market		10,137,014.99	0.010%	10,137,014.99	0.010%		1	
4	USA Mutuals Partners Insured		5,040,448.77	0.320%	5,040,448.77	0.320%		1	
Subtotal Cash & Cash Equivalents			16,021,129.52	0.108%	16,021,129.52	0.108%		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	151
2	CDARS - CD	Beal Bank NV	11/14/2013	249,000.00	0.350%	249,000.00	0.350%	8/13/2014	13
3	CDARS - CD	Doral Bank	11/8/2013	249,000.00	0.350%	249,000.00	0.350%	11/7/2014	99
4	CDARS - CD	Bank Baroda NY	11/12/2013	249,000.00	0.350%	249,000.00	0.350%	11/12/2014	104
5	CDARS - CD	Fifth Third Bank Columbus	11/13/2013	249,000.00	0.300%	249,000.00	0.300%	11/13/2014	105
6	CDARS - CD	BBCN Bank CA	11/18/2013	249,000.00	0.300%	249,000.00	0.300%	11/18/2014	110
7	CDARS - CD	Compass Bank AL	11/13/2013	249,000.00	0.550%	249,000.00	0.550%	5/13/2015	286
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	286
9	CDARS - CD	Sterling Savings Bank	12/18/2013	249,000.00	0.400%	249,000.00	0.400%	6/18/2015	322
10	CDARS - CD	First State Bank	12/23/2013	249,000.00	0.400%	249,000.00	0.400%	6/23/2015	327
11	CDARS - CD	Conestoga Bank	12/27/2013	249,000.00	0.350%	249,000.00	0.350%	6/26/2015	330
12	CDARS - CD	Pacific City Bank	12/26/2013	249,000.00	0.350%	249,000.00	0.350%	6/26/2015	330
13	CDARS - CD	Private Bank & Trust	10/4/2013	249,000.00	0.650%	249,000.00	0.650%	10/5/2015	431
14	CDARS - CD	First United Bank	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	435
15	CDARS - CD	North American Banking Co.	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	435
16	CDARS - CD	Bridgewater Bank	10/10/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	435
17	CDARS - CD	Luana Savings Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	435
18	CDARS - CD	Lyons National Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/13/2015	439
19	CDARS - CD	Pilot Bank	10/17/2013	249,000.00	0.500%	249,000.00	0.500%	10/16/2015	442
20	CDARS - CD	Enerbank	10/17/2013	249,000.00	0.550%	249,000.00	0.550%	10/19/2015	445
Subtotal CDs & Securities			6,742,974.00	0.493%	6,742,974.00	0.493%		199	0.00
Total Project Fund			22,764,103.52	0.222%	22,764,103.52	0.222%		60	0.00
Grand Totals			26,332,712.78	0.340%	26,332,712.78	0.340%		197	

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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: September 17, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Elena Q. Gerli, Special Counsel 
Lucy Demirjian, Executive Assistant to City Manager
SUBJECT: **Second Reading and Adoption of an Ordinance Amending
Chapter 24 of the South Pasadena Municipal Code Related to
Public Nuisance Abatement**

Recommendation

It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt an ordinance repealing and replacing certain sections of South Pasadena Municipal Code (SPMC) Chapter 24 (Public Nuisances).

Fiscal Impact

None.

Commission Review and Recommendation

The Ad Hoc Massage Establishment Committee, comprised of Mayor Khubesrian, Mayor Pro Tem Joe, and staff, has reviewed this item. The Committee has approved the proposed changes to the SPMC.

Background

The City Council introduced the ordinance for first reading at a special meeting on September 2, 2014. The Council approved an addition to Section 8 of the proposed ordinance, Chapter 24.11 of the SPMC.

In an effort to address the public health and safety risks caused by the proliferation of illicit massage businesses, the City Council passed a moratorium on massage establishments in April of 2014. The moratorium, due to expire in April of 2016, temporarily prohibits the establishment or expansion of any massage establishment while the City studies, drafts and/or adopts new regulations that are consistent with state law. As of the date of the drafting of this staff report, it is unclear whether existing state law will sunset, be amended, or be extended in its present form. Once state law is clarified, the City can proceed with drafting new massage establishment regulations.

The Mayor and the City Manager have been closely involved in the SB 731 sunset review proceedings. The Ad Hoc Massage Establishment Committee has been working with the League of California Cities to either allow SB 731 to sunset or to amend it so that local jurisdictions regain control over the businesses, and has been drafting correspondence for its state representatives outlining the problems the City is facing, the nexus with the state statute, and suggesting ways in which the state statute needs to be amended. This process is ongoing. City staff has been reviewing action plans and ordinances from cities dealing with these issues, including the City of San Gabriel and the City of Los Angeles.

Analysis

The City Council directed staff to address the variety of issues that have resulted from the proliferation of illicit massage establishments. To this end, staff reviewed the existing public nuisance abatement ordinance, Chapter 24 of the SPMC. This chapter provides for the correction or abatement of property maintenance conditions that constitute public nuisances in order to protect the public health, safety, and welfare of the City.

However, public nuisance conditions are not limited to property maintenance issues but can also arise from an increase in criminal activity at a property, which requires repeated and/or excessive engagement of City resources. The proposed amendments to Chapter 24 will clarify what constitutes a nuisance and the procedures for abating nuisance conditions, and provide for recovery of costs and attorney fees to abate the nuisance and the collection of civil penalties.

Additionally, the proposed ordinance provides some minor clarifications and clean-up language, and adds a provision that authorizes the City Manager to summarily abate a nuisance that constitutes an imminent danger to persons or property.

In sum, maintaining the City free of public nuisances will help keep property values in line with neighboring communities and improve the quality of life for residents, businesses, and visitors. The proposed ordinance expands the abatement tools available at the City's disposal, and the proposed changes are thus recommended to ensure the City's ability to abate public nuisances and to be able to recover the costs involved in doing so.

Legal Review

The City Attorney's Office has reviewed this item. Staff worked with Elena Q. Gerli, Special Counsel, to prepare the attached 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*.

Attachment: Ordinance repealing and replacing Sections 24.01, 24.02, 24.03, 24.05, 24.08 through 24.13, and 24.15 of the SPMC related to public nuisances

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
REPEALING AND REPLACING SECTIONS 24.01, 24.02, 24.03,
24.05, 24.08 THROUGH 24.13 AND 24.15 OF CHAPTER 24
(PUBLIC NUISANCES) RELATING TO PUBLIC NUISANCE
ABATEMENT COST RECOVERY**

WHEREAS, Article XI, Section 7 of the California Constitution authorizes the City of South Pasadena (City) to enact and enforce ordinances that regulate conditions which may be public nuisances or health hazards, or that promote social, economic or aesthetic considerations; and

WHEREAS, the City Council of the City of South Pasadena has an interest in maintaining the City free of public nuisances, and in an orderly and esthetically pleasing condition, to keep property values in line with neighboring communities and to improve the quality of life for its residents, businesses, and visitors; and

WHEREAS, Chapter 24 of the South Pasadena Municipal Code (SPMC) provides for the correction or abatement of property maintenance conditions that constitute public nuisances in order to protect the public health, safety, and welfare of the city; and

WHEREAS, the City Council finds that public nuisance conditions are not limited to property maintenance issues but can also arise from an increase in criminal activity at a property, which requires repeated and/or excessive engagement of City resources; and

WHEREAS, the City Council finds that if the use of a property gives rise to public nuisance conditions, the City must have closure of the premises as an available remedy; and

WHEREAS, the City Council finds that under certain limited circumstances the danger to the public health, safety and welfare is immediate, and that the delay caused by the due process procedures of SPMC Chapter 24 would lead to serious injury to persons and/or damage to property, and that in order to prevent or mitigate such harm, the City Manager must be empowered to summarily abate the nuisance so as to eliminate the danger, and provide a hearing post-abatement; and

WHEREAS, Sections 36901, 38771, and 38773.5(a) of the California Government Code authorize the City to enact ordinances declaring what constitutes a nuisance, the procedures for abating nuisance conditions, providing for the recovery of

costs and attorney fees to abate the nuisance, and providing for the collection of civil penalties; and

WHEREAS, the City Council finds that the City has an interest in cost recovery for the abatement of a nuisance against the person responsible for the nuisance, whether that person is the owner of the property or the tenant or lessee; and

WHEREAS, the City Council finds that certain provisions relating to due process require clarification.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. SPMC Section 24.01 (Purpose) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.01 Purpose.

This chapter establishes provisions for the correction or abatement of public nuisances for the protection of the public health, safety, and welfare of the city, as well as cost recovery provisions related thereto.

SECTION 2. SPMC Section 24.02 (Nuisances and property maintenance) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.02 Nuisances and property maintenance.

(a) Declaration of a Public Nuisance. It is hereby declared a public nuisance for any person owning, leasing, occupying, or having charge or possession of any premises in the city to maintain the premises in a manner that any of the conditions identified below are found to exist.

(b) Entry on Private Property. Nothing in this division shall authorize entry upon private lands without the consent of the owner or person in lawful possession thereof, except with a judicial warrant issued by a court of competent jurisdiction.

(c) Conditions Qualifying as a Public Nuisance. A condition shall not be declared a nuisance unless it can be observed and established without physical entry upon the property involved, or unless it can be observed and established during an entry onto the property with the consent of the person in control of the property, or under the authority of a judicial warrant issued by a court of competent jurisdiction. Conditions that qualify as a public nuisance, include, but are not limited to, the following:

1. An occupied or vacant structure that is structurally unsafe or that constitutes a fire hazard, or that is otherwise dangerous to human life;
2. Land, the geology, topography, or configuration of which, whether in a natural state or as a result of grading operations, causes erosion, subsidence, or surface water drainage problems of a magnitude deemed to be injurious or potentially injurious to the public health, safety, and general welfare or to adjacent properties;
3. Structures that are abandoned, boarded up, partially destroyed, or left unreasonably in a state of partial construction;
4. Overgrown vegetation:
 - A. Likely to harbor rats, vermin, and other nuisances, or
 - B. Causing detriment to neighboring properties or property values;
5. Dead, decayed, diseased, or hazardous trees:
 - A. Dangerous to public safety and general welfare, or
 - B. Detrimental to nearby property or property values;
6. The accumulation and storage of dismantled, inoperative, or wrecked vehicles, except as expressly allowed, on private or public property (not including highways).
 - A. For the purpose of this subsection:
 - i. "Vehicle" means a device by which any person or property may be drawn, moved, or propelled upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.
 - ii. "Highway" means a way or place of whatever nature publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes streets.
 - iii. "Public property" does not include "highway".
 - B. This subsection shall not apply to:
 - i. A vehicle, or parts thereof, which is completely enclosed within a structure in a lawful manner where it is not visible from the street or other public or private property,

- ii. A vehicle, or parts thereof which, is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, or when storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise, or
 - iii. A vehicle that has remained inoperative for less than seventy-two consecutive hours; provided, however, that this exception shall not apply to vehicles stored in front setback areas;

- 7. Attractive nuisances dangerous to children in the form of:
 - A. Abandoned and broken equipment,
 - B. Abandoned structures,
 - C. Hazardous excavations, ponds, or pools, or
 - D. Neglected machinery;

- 8. Inadequate sanitation including the following:
 - A. General dilapidation or improper maintenance,
 - B. Infestation of insects, rodents, or vermin as determined by the city's health officer,
 - C. Lack of adequate garbage and rubbish storage and removal facilities as determined by the city's health officer,
 - D. Lack of connection to a required sewage disposal system;

- 9. Structural hazards in occupied or vacant structures, including the following:
 - A. Deteriorated or inadequate foundations,
 - B. Defective or deteriorated flooring or floor supports,
 - C. Fireplaces or chimneys that bulge, list, or settle due to defective material or deterioration,
 - D. Flooring or floor supports of insufficient size to carry imposed loads with safety,
 - E. Members of ceilings, roofs, ceilings and roof supports, or other horizontal members that buckle, sag, or split due to defective material or deterioration,
 - F. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety,

- G. Members of walls, partitions, or other vertical supports that buckle, lean, list, or split due to defective material or deterioration,
 - H. Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety;
10. All wiring, except that which conformed to all applicable laws in effect at the time of installation; if currently in good and safe condition and working properly;
 11. All plumbing, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition, or which may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and which is free of cross connections and siphonage between fixtures;
 12. All mechanical equipment, including vents, except that which conformed with all applicable law in effect at the time of installation and which has been maintained in good and safe condition, or which may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly;
 13. Faulty weather protection, which shall include the following:
 - A. Crumbling, deteriorated, or loose plaster,
 - B. Deteriorated or ineffective waterproofing of exterior floors, foundations, roof, or walls including broken doors or windows,
 - C. Defective or lack of protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering,
 - D. Broken, buckled, rotted, or split exterior wall coverings or roof coverings;
 14. Any structure, or portions thereof, apparatus, device, equipment, combustible waste, or vegetation which, in the opinion of the chief of the fire department is in a condition so as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause;

15. All materials of construction, except those that are specifically allowed or approved by the building code, and which have been adequately maintained in good and safe condition;
16. Any occupied or vacant structure, or portions thereof, that is determined to be unsafe, in compliance with the city's building codes;
17. All structures, or portions thereof, not provided with adequate exit facilities as required by the building code, except those structures, or portions thereof, whose exit facilities conformed with all applicable laws at the time of their construction and which have been adequately maintained and increased in relation to any increase in occupant load, addition or alteration, or any change in occupancy. When an unsafe condition exists through a lack of, or improper location of, exits, additional exits may be required to be installed;
18. All structures, or portions thereof, which are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by the building code, except those structures, or portions thereof, which conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, addition or alteration, or any change in occupancy;
19. All structures, or portions thereof, occupied for cooking, dining, living, or sleeping, that were not designed or intended to be used for occupancy;
20. Inadequate structural resistance to horizontal forces;
21. Property in a condition that is defective, and unsightly, or in a condition of deterioration or disrepair that the same causes diminution to the property value of surrounding properties or is otherwise materially detrimental to adjacent properties and improvements. This includes the keeping or depositing on, or the scattering over the premises of, any of the following:
 - A. Debris, junk, lumber, or trash,
 - B. Abandoned, disregarded, or unused objects or equipment (e.g., cans, containers, freezers, furniture, refrigerators, or stoves),

- C. Stagnant water and excavations, or
 - D. Any clothesline, decoration, design, device, fence, structure, or vegetation that is unsightly by reason of its condition or its inappropriate location;
22. A vacant parcel that is not planted with continuously maintained landscaping materials to prevent dust and erosion, that is not continuously maintained free from trash, litter, and other debris, and that does not cause a detriment to neighboring properties;
 23. A vacant structure that is not maintained in weatherproof condition, that is not maintained to the same extent and appearance as if it were occupied, and/or is not secured to prevent entry by unauthorized persons at all times;
 24. Any violation of this code.
 25. Any property or business being operated in an illegal manner. This shall include, but not be limited to, any property that generates an unusually high number of calls for police, code enforcement and/or fire service due to illegal activity and/or public nuisance conditions, or where an unusual amount of criminal activity takes place as demonstrated by police investigations. An unusual number of calls for service may be determined in part by comparing similar or neighboring properties or businesses in similar zones or within the same or a similar neighborhood within the city.

SECTION 3. SPMC Section 24.03 (Abatement by demolition, rehabilitation, repair, or removal) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.03 Abatement by demolition, rehabilitation, repair, removal or closure.

All or any part of a premises found, as provided herein, to constitute a public nuisance shall be abated by demolition, rehabilitation, repair, or closure, in compliance with the procedures identified in this division. The identified procedures shall not, in any manner, limit or restrict the city from enforcing city ordinances or abating public nuisances in any other manner provided by law.

SECTION 4. SPMC Section 24.05 (Notice of hearing to abate) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.05 Notice of hearing to abate.

Within thirty days after the passage of a resolution by the commission, the secretary of the commission shall cause a certified copy of the resolution, and a notice of

the time and place of the hearing before the commission, to be conspicuously posted on the premises. The notice shall be titled: "NOTICE OF HEARING" in letters not less than one inch in height, and shall be substantially in the following form:

NOTICE OF HEARING TO DETERMINE EXISTENCE OF PUBLIC NUISANCE
AND TO ABATE IN WHOLE OR IN PART

Notice is hereby given that on the ___ day of _____, 20___ the Planning Commission of the City of South Pasadena passed a resolution declaring its intent to determine whether certain premises situated in the City of South Pasadena, State of California, known and designated as [name of business and/or address of property] , and more particularly described as Lot No. _____ Block ____ Tract _____, constitute a public nuisance subject to abatement by the closure of the business or the rehabilitation of the premises or by the repair or demolition of structures situated thereon. If the premises, in whole or part, are found to constitute a public nuisance as defined in Section 24.02 (Nuisances) and the cost of closure, rehabilitation, repair, or demolition will be assessed upon the premises and the cost will constitute a lien upon the land until paid. (Reference is hereby made to Resolution No. _____ on file with the Secretary of the Planning Commission for further particulars.)

The alleged violations consist of the following:

The methods of abatement available are:

All persons having any objection to, or interest in, these matters are hereby notified to attend a meeting of the Planning Commission to be held on the ___ day of _____, evidence will be heard and given due consideration.

Dated this ___ day of _____, 20___

Secretary of the Planning Commission

SECTION 5. SPMC Section 24.08 (Nuisances and property maintenance) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.08 Hearing by commission.

(a) Commission Shall Consider All Evidence. At the time stated in the notice, the commission shall hear and consider all relevant evidence, objections, or protests, and shall receive testimony from owners, witnesses, city staff, and interested persons relative to the alleged public nuisance and to the proposed demolition, rehabilitation, repair, or closure of the premises.

(b) Burden of Proof. The existence of a public nuisance pursuant to this chapter shall be demonstrated by a preponderance of the evidence, the burden of proof to be borne by the city.

(c) Opportunity to Present Evidence. In order to ensure that any person entitled to service under Section 24.07 (Form of proper service of notice), above, has the opportunity to fully present his or her argument, any such person shall be entitled to have witnesses subpoenaed, to appear and give testimony, and/or to provide documentary or photographic evidence with respect to the charges made against him or her. The commission shall consider all relevant and credible evidence, including exculpatory evidence, but shall have the authority to exclude repetitive or irrelevant evidence. The hearing may be continued from time to time.

(d) Interpreter. At his or her own expense, any person appearing before the commission pursuant to this section may be assisted by a court-certified interpreter.

(e) Commission Shall Determine Public Nuisance. Upon the conclusion of the hearing, the commission shall, based upon the competent sworn evidence received at the hearing, determine whether the premises, or any parts thereof, as maintained constitutes a public nuisance as defined in Section 24.02 (Nuisances), above.

(f) Commission Shall Make Finding for Demolition. If abatement of the nuisance will require demolition, the commission shall also find, based upon the competent sworn evidence received at the hearing, that in fairness and justice there is no other reasonable way to correct the nuisance except demolition.

(g) Commission Shall Make Findings for Closure. If abatement of the nuisance will require closure of a business, the commission shall also find, based upon the competent and sworn evidence received at the hearing, that justice and the protection of the public health, safety and welfare require closure of the business in order to prevent further violations of law.

(h) Adoption of Resolution. If the commission finds that a public nuisance does exist and that there is sufficient cause to demolish, rehabilitate, repair, or shut down the same, the commission shall prepare and file with the Council a resolution containing a report of the findings and of its recommendations with respect to the required abatement.

(i) Service of Commission's Resolution. A copy of the resolution shall be served upon all owners in compliance with Section 24.07 (Form of proper service of notice), above and the secretary of the commission shall cause a copy of the resolution to be conspicuously posted on the premises.

SECTION 6. SPMC Section 24.09 (Action by Council with no appeal) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.09 Action by Council with no appeal.

In the absence of any appeal as identified in Section 24.10 (Action by Council with an appeal), below, the Council upon receiving the report from the commission, may by resolution declare the premises to be a public nuisance and order the abatement of the premises within thirty days, by having the premises or structures demolished, rehabilitated, repaired or shut down in the manner and means specifically identified in the resolution.

SECTION 7. SPMC Section 24.10 (Action by Council with an appeal) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.10 Action by Council with an appeal.

(a) Appeal. Any person entitled to service under Section 24.07 (Form of proper service of notice), above, may appeal the decision of the commission by filing, in the Office of the City Clerk within fifteen days after the date of service of the decision, a written and dated appeal, containing the following:

1. A heading in the words: "Before the City Council."
2. A caption reading: "Appeal of _____," giving the names of all appellants participating in the appeal.
3. A brief statement identifying the legal interest of each of the appellants in the structure or the land involved in the notice and order.
4. A statement in ordinary and concise language of the specific order or action protested, together with any material facts supporting the contentions of the appellant.
5. The signatures of all parties named as appellants, and their official mailing addresses.
6. The verification of at least one appellant as to the truth of the matters stated in the appeal.
7. Name and contact information of legal representatives, if applicable. The City Clerk will communicate directly with the appellant unless requested to do otherwise in writing.

(b) Hearing.

1. As soon as practicable after receiving the written appeal, the City Clerk shall set a date for the hearing of the appeal by the City Council, which date shall be not less than ten days nor more than forty-five days after the date the appeal was filed.
2. Written notice of the time and place of the hearing shall be given, at least ten days before the date of the hearing, to each appellant by the City Clerk, either by causing a copy of the notice to be delivered to the appellant personally or by mailing a copy, postage prepaid, addressed to the appellant at the address shown on the appeal.
3. Continuances of the hearing may be granted by the City Council on motion of appellant for good cause shown, or on the City Council's own motion.
4. The Council shall hear the appeal *de novo*. *De novo* means that the City Council reviews all evidence anew, giving no deference to the commission's findings and conclusions.
5. When considering an appeal under this chapter, the City Council shall not be limited by the statutory rules of evidence or procedure, but shall make inquiry as the City Council deems advisable to protect the rights of the parties and to carry out the purposes of this chapter. The appellant shall be entitled to have witnesses subpoenaed, to appear and give testimony, and/or to provide documentary or photographic evidence with respect to the charges made against him or her. The City Council shall consider all relevant and credible evidence, including exculpatory evidence, but shall have the authority to exclude repetitive or irrelevant evidence.
6. Burden of Proof. The existence of a public nuisance pursuant to this chapter shall be demonstrated by a preponderance of the evidence, the burden of proof to be borne by the city.
7. Interpreter. At his or her own expense, any person appearing before the City Council pursuant to this section may be assisted by a court-certified interpreter.

(c) Decision.

1. At the conclusion of the hearing on the appeal, the City Council shall by resolution either:
 - A. Terminate the proceedings;
 - B. Confirm the action and decision of the commission; or
 - C. Modify the decision based upon the evidence presented at the hearing.

2. In the cases of the alternatives identified in Subparagraphs (B) or (C), above the resolution shall declare the premises to be a public nuisance and order the abatement within thirty days by having the premises or structures demolished, rehabilitated, repaired or shut down in the manner and means specifically identified in the resolution.

SECTION 8. SPMC Section 24.11 (Service on owner of resolution to abate) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.11 Service on owner of resolution to abate.

(a) Service of City Council's Resolution. A copy of the City Council's resolution ordering the abatement of the nuisance shall be served upon the owner of the property in compliance with Section 24.07 (Form of proper service of notice), above, and shall contain a detailed list of needed corrections and abatement methods.

(b) Completion of Demolition, Repairs or Closure Within Thirty Days. Any property owner shall have the right to have any premises demolished, rehabilitated, repaired or shut down in compliance with the resolution and at their own expense; provided, the same is completed before the expiration of the thirty-day abatement period.

(c) Closure of Business Immediate. Any business that is declared a public nuisance by City Council resolution pursuant to Sections 24.09 or 24.10, above, shall cease operation immediately upon service of the adopted resolution.

(d) Termination of Proceedings. The proceedings shall terminate upon the full and complete abatement by the owner.

SECTION 9. SPMC Section 24.12 (Abatement by city) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.12 Abatement by city – Summary abatement.

(a) If the nuisance is not completely abated by the owner as directed within the thirty-day abatement period, the City Council may direct the City Manager to cause

the same to be abated by city forces or by private contract. No entry upon private property may be made for the purposes of abatement without a judicial warrant issued by a court of competent jurisdiction, or as otherwise provided by law.

(b) Notwithstanding any other provisions of this chapter, whenever the City Manager determines that a property, a building, structure or activity is structurally unsafe, or constitutes a fire hazard, or is otherwise dangerous to human life, and such condition constitutes an immediate hazard or danger, he or she may, without observing the provisions of this chapter with reference to abatement procedures, immediately and forthwith abate the existing public nuisance. Any abatement pursuant to this subdivision shall be limited to the actions necessary to neutralize the immediate danger only. A post-abatement hearing shall be provided and all other procedures set forth in Section 24.13 through 24.15 shall apply for the recovery of abatement costs

SECTION 10. SPMC Section 24.13 (Record of cost for abatement) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.13 Record of cost for abatement.

(a) City Manager's Account of Related Costs. The City Manager shall keep an account of the cost (including incidental expenses) of abating the nuisance on each separate parcel of land where the work is done and shall render an itemized report in writing to the City Council, showing the cost of abatement, which shall include, as applicable, the cost of demolishing, rehabilitating, repairing, or closure of the premises or structures, including any salvage value, as well the cost of investigating the nuisance, enforcing money judgments, and attorney fees and costs. "Incidental expenses" shall mean the actual expenses and costs of the city in the preparation of notices, specifications, and contracts, and in inspecting the work, as well as the costs of printing and the required mailings. Before the report is submitted to the City Council, a copy shall be posted for at least five days upon the premises, together with a notice of the time when the report shall be heard by the City Council for confirmation.

(b) Service of Report and Notice. Additionally, a copy of the report and notice shall be served upon the owners of the property, in compliance with Section 24.07 (Form of proper service of notice), above, at least five days before submitting the report to the Council. Proof of posting and service shall be made by affidavit filed with the City Clerk.

SECTION 11. SPMC Section 24.15 (Assessment of costs against the property) of Chapter 24 (Public Nuisances) is hereby repealed in its entirety and replaced with the following:

24.15 Assessment of costs against the property; Joint and several liability.

(a) The total cost for abating the nuisance, as confirmed by the City Council, shall constitute a special assessment against the respective parcel of land to which it relates.

1. Recordation of Notice. A notice of the special assessment, as made and confirmed, shall be recorded in the Office of the county recorder.
2. Manner of Collection. After confirmation and recordation, the special assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection, and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, before the date on which the first installment of the taxes would become delinquent, the cost of abatement shall not result in a lien against the real property, but instead shall be transferred to the unsecured roll for collection.
3. Form of Notice. The notice of special assessment shall be in a form substantially as follows:

NOTICE OF SPECIAL ASSESSMENT FOR NUISANCE ABATEMENT

(Claim of the City of South Pasadena)

In compliance with to the authority of the provisions of Section 24.12 (Abatement by City) of the South Pasadena Municipal Code, the City Manager of the City of South Pasadena did on or about the ____ day of _____, 20____, cause the premises hereinafter described to be rehabilitated or the structure(s) or improvement(s) on the property to be demolished or repaired or shut down in order to abate a public nuisance on the real property; and the abatement was conducted in compliance with an order of abatement dated the ____ day of _____, 20____; and the City Council of the City of South Pasadena did on the ____ day of _____, 20____, assess the cost of the demolition, rehabilitation, repair, or closure upon the real property; and the same has not been paid nor any part thereof; and that the City of South Pasadena does hereby declare the costs of the demolition, rehabilitation, repair, or closure in the amount so assessed, to with the sum of _____ dollars (\$_____), to be a special assessment against the real property.

The special assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties

and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection, and enforcement of municipal taxes shall be applicable to the special assessment.

However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, before the date on which the first installment of the taxes would become delinquent, the cost of abatement shall not result in a lien against the real property, but instead shall be transferred to the unsecured roll for collection.

The real property hereinbefore mentioned, and upon which the special assessment is levied, is that certain parcel of land lying and being in the City of South Pasadena, County of Los Angeles, State of California, commonly known as [street address], and more particularly described as follows:

[Legal description, including assessor's parcel number]

The owner of record of the parcel of land is:

[Name and address of recorded owner of the parcel]

(b) The property owner, tenant, lessee, business owner and/or operator shall each be jointly and severally liable for the cost of abatement, which shall constitute a personal debt of the property owner, tenant, lessee, business owner and/or operator. The City Attorney is authorized to enforce such indebtedness pursuant to a civil action, in addition to any other remedy available to the city at law or equity.

SECTION 12. Any provision of the SPMC or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this ordinance.

SECTION 13. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of South Pasadena hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 14. 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 17th day of September, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of September, 2014, by the following vote:

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: September 17, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Elena Q. Gerli, Special Counsel
Lucy Demirjian, Executive Assistant to City Manager 

SUBJECT: **Second Reading and Adoption of an Ordinance Amending Chapter 18 of the South Pasadena Municipal Code Related to Procedures for Revocation or Suspension of Business Licenses**

Recommendation

It is recommended that the City Council:

1. Read by title only for second reading, waiving further reading, and adopt an ordinance repealing and replacing certain sections of South Pasadena Municipal Code (SPMC) Chapter 18 (Business, Professions and Trades) related to procedures for the revocation or suspension of business licenses; and
2. Adopt a resolution establishing the guidelines for the revocation or suspension of business licenses.

Fiscal Impact

None.

Commission Review and Recommendation

The Ad Hoc Massage Establishment Committee, comprised of Mayor Khubesrian, Mayor Pro Tem Joe, and staff, has reviewed this item. The Committee has approved the proposed changes to the SPMC as well as the proposed guidelines.

Background

The City Council introduced the ordinance for first reading at a special meeting on September 2, 2014, and approved the proposed ordinance with the following edits:

- Edited numbering in Section 1 of ordinance (Chapter 18.35 of the SPMC)
- Edited wording in Section 4 of the ordinance (Chapter 18.37 (a) of the SPMC) to read “certified mail”
- Added language in Section 4 of the ordinance (Chapter 18.37 (c) of the SPMC) to read “...no person whose license has been revoked shall thereafter conduct such business in the city for a period of 24 months, and no person whose license has been suspended shall conduct business in the city for the duration of the suspension.”

In an effort to address the public health and safety risks caused by the proliferation of illicit massage businesses, the City Council passed a moratorium to temporarily prohibit the establishment or expansion of any massage establishment while the City studies, drafts and/or adopts new regulations that are consistent with state law.

With the passage of SB 731, cities like South Pasadena began experiencing a tremendous increase in the number of massage establishments. In an attempt to address uncontrolled growth and specifically targeting those suspected of illicit activities, the City commenced operations that resulted in several arrests for prostitution. Subsequent to the arrests, the City conducted business license revocation hearings. The process was very burdensome on the City Council, taking up a great deal of time during City Council meetings. The City Council then decided to turn over revocation responsibilities to the City Manager as an administrative process.

Analysis

The City has used the business license revocation provisions in the SPMC to close down illicit massage establishments. However, because these provisions are not used with any frequency, the City Manager and the Council requested guidelines to be provided. Business licenses may be suspended or revoked for any business operating in an unlawful manner, and all businesses must be treated fairly and even-handedly. Written guidelines assist the City in this purpose.

The resolution provides guidelines for suspension or revocation based on the number and severity of violations, and articulate the standard and burden of proof, as well as the rules relating to the evidence that the hearing officer may review in making his/her decision. These guidelines will ensure that the suspension or revocation of business licenses is imposed consistently and even-handedly.

Legal Review

The City Attorney's Office has reviewed this item. Staff worked with Elena Q. Gerli, Special Counsel, to prepare the attached ordinance and guidelines.

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. Ordinance repealing and replacing Sections 18.35 through 18.37 of the SPMC
2. Resolution establishing guidelines for the revocation or suspension of business licenses

ATTACHMENT 1
Ordinance repealing and
Replacing Sections 18.35
through 18.37 of the SPMC

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
REPEALING AND REPLACING SECTION 18.35 THROUGH 18.37
OF ARTICLE II (LICENSE PROCEDURE) OF CHAPTER 18
(BUSINESS, PROFESSIONS AND TRADES) OF THE SOUTH
PASADENA MUNICIPAL CODE RELATING TO REVOCATION
AND SUSPENSION OF BUSINESS LICENSES**

WHEREAS, Article XI, Section 7 of the California Constitution authorizes the City of South Pasadena (City) to enact and enforce ordinances that regulate conditions which may be public nuisances or health hazards, or that promote social, economic or aesthetic considerations; and

WHEREAS, Government Code Section 37101 authorizes the City to impose licensing requirements on every type of business operating within its boundaries; and

WHEREAS, the City Council finds that it is appropriate to provide guidelines to the City Manager in the event of a suspension or revocation of a business license so as to ensure a consistent and even-handed enforcement of the ordinance; and

WHEREAS, the City Council finds that this ordinance will have no impact upon the environment and is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Title 14 C.C.R. Section 15061(b)(3).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. South Pasadena Municipal Code (SPMC) Section 18.35 (Revocation) of Article II (License Procedure) of Chapter 18 (Business, Professions and Trades) is hereby repealed in its entirety and replaced with the following:

18.35 Revocation or suspension.

- (a) Any license issued under this chapter is subject to revocation or suspension for cause in the manner provided herein.
- (b) Complaints against any licensee seeking a revocation or suspension of license must be in writing and must set forth one or more of the enumerated grounds.

- (c) A written report of the police department or any officer or employee of the city disclosing asserted violations of law or ordinance by the licensee shall be deemed a complaint within the meaning of this section. All complaints must be verified unless made by officers or employees in their official capacity.
- (d) The following are the grounds that shall constitute the basis for the revocation or suspension of a business license:
 - (1) Continuance of the operations of the licensee shall be contrary to the public health, safety, peace, welfare or morals;
 - (2) Violations of any of the penal provisions of this chapter occurring at the business;
 - (3) Violations of any laws of the United States and/or the State of California occurring at the business;
 - (4) The misrepresentation of a material fact by any applicant in obtaining a license hereunder;
 - (5) The commission of any public offense involving moral turpitude charged against the licensee.
- (e) The City Council shall, by resolution, issue guidelines relating to the suspension and/or revocation of business licenses.

SECTION 2. SPMC Section 18.36 (Revocation – Hearing) of Article II (License Procedure) of Chapter 18 (Business, Professions and Trades) is hereby repealed in its entirety and replaced with the following:

18.36 Revocation or suspension —Hearing.

Complaints must be filed with the city manager. If, after investigation, the City Manager deems a complaint to warrant further consideration, the City Manager must provide for a public hearing before a hearing officer to determine whether or not such license should be revoked or suspended. The City Manager will notify the members of the City Council whenever he or she is required to retain the services of a hearing officer under this section.

SECTION 3. SPMC Section 18.37 (Revocation or suspension – Written Notice of Hearing) of Article II (License Procedure) of Chapter 18 (Business, Professions and Trades) is hereby repealed in its entirety and replaced with the following:

18.37 Revocation or suspension—Written notice of hearing.

- (a) The City Manager shall cause written notice of the time and place of the hearing on the complaint to be served on the licensee, and a copy provided to the complaining party. The hearing shall be set for a date not fewer than ten calendar days subsequent to the mailing of the notice. The notice shall be sent to the

licensee by certified mail to the address as shown in the license records of the city, and enclosed with such notice shall be a copy of the complaint or report filed with the City Manager.

- (b) All hearings before the hearing officer shall be conducted informally and the hearing officer shall not be limited by the statutory rules of evidence or procedure, but shall make inquiry as the hearing officer deems advisable to protect the rights of the parties and to carry out the purposes of this chapter. The licensee shall be entitled to have witnesses subpoenaed, cross-examine witnesses, and to appear and give testimony with respect to the charges made against him or her. The hearing officer shall have the authority to exclude repetitive or irrelevant evidence.
- (c) The decision of the hearing officer shall be final and conclusive and shall be binding upon the licensee, subject to the provisions of subsection (d) of this section. If the hearing officer shall order the revocation or suspension of a business license, no person whose license has been revoked shall thereafter conduct such business in the city for a period of 24 months, and no person whose license has been suspended shall conduct business in the city for the duration of the suspension.
- (d) The time for filing a court challenge to a decision of the hearing officer is governed by Sections 1094.5 and 1094.6 of the California Code of Civil Procedure. Notice of the hearing officer's decision and his or her findings shall include citation to Sections 1094.5 and 1094.6 of the California Code of Civil Procedure.

SECTION 4. Any provision of the South Pasadena Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of South Pasadena hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 6. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by

the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 17th day of September, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of September, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
Proposed resolution establishing
guidelines for the revocation or
suspension of business licenses

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING GUIDELINES FOR THE REVOCATION
OR SUSPENSION OF BUSINESS LICENSES**

WHEREAS, Sections 18.35 through 18.37 of the South Pasadena Municipal Code (SPMC) set forth procedures governing the revocation and/or suspension of business licenses; and

WHEREAS, the City Council of the City of South Pasadena (City) desires to provide clarification and guidelines for when revocation or suspension of a business license is appropriate, as well as appropriate duration for any suspension imposed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The following guidelines are provided to the hearing officer relating to the evidence to be considered in a suspension/revocation hearing:

Pursuant to SPMC Section 18.37, the hearing officer considering a business license suspension or revocation shall not be limited by the statutory rules of evidence or procedure, but shall make inquiry as the hearing officer deems advisable to protect the rights of the parties and to carry out the purposes of Chapter 18 (Business, Professions and Trades) of the SPMC. The licensee shall be entitled to have witnesses subpoenaed, to appear and give testimony, and/or to provide documentary and/or photographic evidence with respect to the charges made against him or her. The hearing officer shall consider all relevant and credible evidence, including exculpatory evidence, but shall have the authority to exclude repetitive or irrelevant evidence.

SECTION 2. The following guidelines are provided to the hearing officer relating to the burden of proof at suspension/revocation hearings:

1. Commission of a violation shall be proved by the City by a preponderance of the evidence. "Preponderance of the evidence" shall mean that it is more likely than not that the violation occurred justifying suspension or revocation. The concept of "preponderance of the evidence" can be visualized as a scale representing the burden of proof, with the totality of evidence presented by each side resting on the respective trays on either side of the scale. If the scale tips ever so slightly to one side or the other, the weightier side will prevail. If the scale does not tip toward the side of the party bearing the burden of proof, that party cannot prevail. The

City therefore need only prove that the license should be suspended or revoked by as little as 51 percent likelihood of probability.

2. A conviction or plea of guilty or *nolo contendere* of any offense, the commission of which is the basis for the revocation or suspension, constitutes conclusive proof of that violation.
3. Any civil judgment or order from a court of competent jurisdiction that finds a violation has occurred of a local, state or federal law, which violation is the basis for the suspension or revocation of the license, constitutes conclusive proof of that violation.

SECTION 3. The following guidelines are provided to the hearing officer to ensure that suspension or revocation of business licenses is imposed consistently and even-handedly:

1. If three violations of the SPMC, the commission of which can only be charged as an infraction, are committed by an owner, manager, or employee at the business within a 30-day period, a fine and/or 15-day suspension may be imposed.
2. Upon the commission of each infraction-level SPMC violation by an owner, manager, or employee at the business exceeding three in a 30-day period, a suspension of 30-60 days may be imposed.
3. If one violation of the SPMC or the California Penal Code, the commission of which can be charged as a misdemeanor, is committed by an owner, manager, or employee at the business, a 30-day suspension may be imposed.
4. Upon the commission of two misdemeanor-level SPMC or Penal Code violations by an owner, manager, or employee at the business within a 90-day period, the business license may be suspended for a period no less than 90 days, or revoked.
5. Upon the commission of a felony violation of the Penal Code by an owner, manager, or employee at the business, the business license may be revoked.
6. Upon the commission of a violation of a federal statute by an owner, manager, or employee at the business, the business license may be revoked.
7. Upon the suspension or revocation of a professional license required by the state for the operation of a professional service or business, the business license may be suspended for a period no less than 90 days, or revoked.

SECTION 4. This resolution shall take effect thirty (30) days after passage to coincide with effective date of City Council Ordinance No.____, which sets forth procedures governing the revocation and/or suspension of business licenses.

PASSED, APPROVED, AND ADOPTED this 17th day of September, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

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 17th day of September, 2014, by the following vote:

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: September 17, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Paul Toor, P.E. Public Works Director *PT*
Anteneh Tesfaye, Water Operations Manager *at*
SUBJECT: **Approval of Payment for Emergency Repair of Wilson Well #4 to
General Pump Company**

Recommendation

It is recommended that the City Council retroactively approve the emergency repair work for Wilson Well #4 and authorize the City Manager to release payment in the amount of \$36,108.06.

Fiscal Impact

The funding for the emergency repair work will be made available from water utility operations reserves.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On March 19, 2014, the temporary pump at Well #4 located at Wilson Reservoir site incurred an electrical short causing the pump to fail. Since Well #4 is crucial to the City's potable water supply, staff contacted General Pump and requested that the pump be put back into service immediately.

General Pump responded promptly and the Well was back in service on April 4, 2014. It was essential to put the Well back in service to alleviate the purchase of water from Metropolitan Water District (MWD). General Pump is a reputable contractor that provides services to various municipalities on an as needed basis including South Pasadena.

Analysis

Having only one well operational at Wilson was not sufficient for the day to day water needs of the City. In order to avoid paying the high cost of water from MWD, it was cost effective to put Well #4 back in service as soon as it was practical.

Award of Emergency Repair to General Pump Company Reservoir
September 17, 2014
Page 2 of 2

The contractor billed the City their published rates rather than their preferred standby contract rates. Staff negotiated the billing amount and the revised invoice enclosed herewith is just and reasonable. Staff is currently working to establish a standby maintenance contract with a qualified contractor to streamline the process and ensure timely emergency repair.

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: General Pump Invoice



**GENERAL
PUMP
COMPANY**

INVOICE

159 N. ACACIA STREET * SAN DIMAS, CA 91773

LIC. #496765

PHONE: (909) 599-9606 * FAX: (909) 599-6238

WATERWELL & PUMP SERVICE SINCE 1952

CITY OF SOUTH PASADENA
ATTN: ANTENEH TESFAYE
1414 MISSION ST.
SOUTH PASADENA, CA 91030

INVOICE NUMBER: **23480**
INVOICE DATE: **03/31/14**
SALESPERSON: **190**
SALES TAX CODE: **19**
JOB NUMBER: **12794**
CUSTOMER NO: **423**
CUSTOMER P.O.: **VERBAL**
TERMS: **NET 30 DAYS**

DESCRIPTION	WILSON WELL 4 - EMERGENCY REPAIR	AMOUNT
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FINAL INVOICE

SCE POWER ISSUE CAUSED THE MOTOR TO SHORT. MEGGED MOTOR TO DETERMINE THE PROBLEM, THEN PULLED THE PUMP.

03/24/14 - MOBILIZE RIG & CREW TO THE SITE. SET UP & BEGIN PULLING THE PUMP. RETURN TO THE SHOP & UNLOAD.

3 MEN & RIG - 10.5 HRS @ \$395	\$4,147.50
1 MAN & FLATBED TRUCK - 10.5 HRS @ \$139	\$1,459.50
OVERTIME - 2.5 HRS @ \$220	\$550.00

03/25/14 - RETURN TO THE SITE & FINISH PULLING THE PUMP. RETURN TO THE SHOP & UNLOAD.

3 MEN & RIG - 8.5 HRS @ \$395	\$3,357.50
1 MAN & FLATBED TRUCK - 8.5 HRS @ \$139	\$1,181.50
OVERTIME - .5 HR @ \$220	\$110.00

DEDUCT \$3,306 TO MATCH LAST YEAR'S PROPOSAL -\$3,306.00

SHOP LABOR
UNLOAD & LOAD PUMP EQUIPMENT
UNCRATE NEW MOTOR & INSPECT
BUILD CRATE TO SHIP OLD MOTOR
PRESSURE WASH / STEAM CLEAN COLUMN & CABLE
SPlice MOTOR LEADS TO CABLE
ASSEMBLE PUMP TO MOTOR

TOTAL SHOP LABOR - 22.5 HRS @ \$104 \$2,340.00

MATERIALS

150 HP SUBMERSIBLE 2-POLE 460 VOLT MOTOR, 3-PHASE	\$10,994.50
SPLICE KIT & CABLE EXTENSION	\$594.00
MOTOR SAVER 777 & CT'S	\$1,044.00



**GENERAL
PUMP
COMPANY**

INVOICE

159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

LIC. #496765

WATERWELL & PUMP SERVICE SINCE 1952

CITY OF SOUTH PASADENA
ATTN: ANTENEH TESFAYE
1414 MISSION ST.
SOUTH PASADENA, CA 91030

INVOICE NUMBER: **23480**
INVOICE DATE: **03/31/14**
SALESPERSON: **190**
SALES TAX CODE: **19**
JOB NUMBER: **12794**
CUSTOMER NO: **423**
CUSTOMER P.O: **VERBAL**
TERMS: **NET 30 DAYS**

DESCRIPTION	WILSON WELL 4 - EMERGENCY REPAIR	AMOUNT
CHLORINATION, INSTALLATION, START UP & TESTING (PER LAST YEAR'S QUOTE)		\$10,090.00
04/04/14 - LOAD CABLE & TOOLS AND TRAVEL TO THE SITE. EXTEND CABLE AND WIRE MOTOR. INSTALL MOTOR SAVER 777 WITH CT'S.		
CONTROL & SYSTEMS SPECIALIST - 8.5 HRS @ \$142		\$1,207.00
ELECTRICIAN & SERVICE TRUCK - 8.5 HRS @ \$142		\$1,207.00
OVERTIME - .5 HR @ \$110		\$55.00

SUB-TOTAL **\$35,031.50**
SALES TAX **\$1,076.56**
INVOICE TOTAL \$36,108.06

ORIGINAL

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: September 17, 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*
Alex Chou, Associate Civil Engineer *ACE*

SUBJECT: **Award of Contract to DMR Team, Inc., for Engineering Design of the El Centro Street Improvement Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated July 24, 2014, from DMR Team, Inc., for engineering design services for the El Centro Street Improvement Project;
2. Reject all other proposals received; and
3. Authorize the City Manager to execute an agreement with DMR Team, Inc., for a not-to-exceed amount of \$48,014.

Fiscal Impact

Sufficient funds are available in capital project account 101-9000-9203 to fund these services.

Commission Review and Recommendation

This project has been discussed by the Public Works Commission.

Background

The City Council approved five street segments as a part of the FY 2014-15 budget. For purposes of efficiency, the street segments were grouped into two projects. This project includes two street segments: El Centro Street (Pasadena Avenue to Orange Grove Avenue), and El Centro Street (Orange Grove Avenue to Meridian Avenue).

The proposed improvements include grind and overlay of damaged asphalt pavement, localized repairs of damage asphalt, localized repairs of damaged sidewalk, driveways, curb and gutter, adjustment of manholes and utility covers, replacement of water services, valves, meter boxes and lining sewer mains.

Analysis

A request for proposals (RFP) was issued on June 24, 2014. Proposals were received from the following nine firms:

- DMR Team, Inc., Culver City
- Kabbara Engineering, Orange
- Civilsource, Inc., Irvine
- DR Consultants & Designers, Inc., Los Angeles
- Cannon, Santa Monica
- APA Engineering, Inc., Irvine
- CNC Engineering, City of Industry
- David Evans and Associates, Inc., Ontario
- Onward Engineering, Anaheim

The RFP was structured so that the two projects would be priced individually, with the understanding that they could be awarded by the City in any combination.

Section 4526 of the Government Code states that professional services contracts are to be bid based on qualifications rather than on price:

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

After ranking the proposals and conducting interviews with the short-listed firms, a staff committee determined DMR Team, Inc., was determined to be the most qualified consultant for project number two (El Centro from Pasadena Avenue to Orange Grove Avenue and El Centro from Orange Grove Avenue to Meridian Avenue). The proposed fees are just and reasonable for the scope of work. DMR Team, Inc., is a small engineering firm who has provided various as-needed services to the City for almost 10 years, including design of street improvement projects for the past eight years. They have provided similar services to municipal agencies such as the Cities of La Canada-Flintridge, Baldwin Park, Santa Monica, Culver City, Buena Park, Lynwood and others. Because they are a small firm and have low overhead, they have provided responsive service for many years.

Legal Review

The City Attorney has reviewed this item.

Award of Street Design Service for the El Centro Street Improvement Project
September 17, 2014
Page 3 of 3

Public Notification of Agenda Item

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

Attachments:

1. Agreement
2. Location Map

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ATTACHMENT 1
Agreement

CITY OF SOUTH PASADENA
PROFESSIONAL SERVICES AGREEMENT
WITH
DMR TEAM, INC.

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of September, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and DMR Team, Inc. ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Professional Engineering Design Services for the El Centro Street Improvement Project as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant also warrants that it is familiar

with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Familiarity with Work. By execution of this Agreement, Consultant warrants that:

(1) It has thoroughly investigated and considered the work to be performed, based on all available information; and

(2) It carefully considered how the work should be performed; and

(3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and

(4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Sam Talebian, 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 shall perform the services described in Exhibit "A" Scope of Services

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 \$48,014. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$38,412 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

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

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

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

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. 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 September 17, 2014 ("Effective Date") and shall remain in effect for one year 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 Sam Talebian, 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:

Sam Talebian
DMR Team, Inc.
12063 A. Jefferson Blvd.
Culver City, CA 90230

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, 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 , indemnify, hold free and harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend the City, its elected and appointed officials, officers, agents, employees and volunteers, 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 alleges or 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 and appointed officials, officers, agents, 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 volunteers, and/or authorized subcontractors are specifically named or otherwise asserted to be liable and when the City requests with respect to a claim provide a deposit for the defense of. 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.

City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 6.7 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of Consultant under this Section 6.7 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and 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, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. 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: _____

DMR TEAM, INC.

By: _____
Sam Talebian, President

Federal ID No. _____

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



SECTION 5 PROJECT UNDERSTANDING

It is our understanding that the City desires to employ engineering services for preparation of bid documents for the FY 14/15 Street Improvement Projects.

Project location, limits, and scope as specified in the Request for Proposal is as follows:

Scope of Work

The scope of work that consultants will include as a minimum in their proposal shall consist of, but not be limited to the following tasks. The proposers are encouraged to add to these tasks as deemed necessary.

- A. Topographical survey of the project site
- B. Utility research of all existing infrastructure
- C. Research of any as-built drawings
- D. Potholes for existing subterranean conditions
- E. Three project meetings with City Staff. The meetings shall be as follows:
First meeting for overall coordination and establishing of general guidelines; Second meeting at the 60% level of completion of the conceptual drawings and estimate; Third meeting at the 85% level of completion of the conceptual drawings prior to finalization.
- F. Preparation of Construction Plans
 1. Cover sheet
 2. Topographic Survey
 3. Street Improvement Plans
 4. Typical Sections
 5. Construction Details
 6. Sewer Improvement Plans
 7. Water Improvement Plans
 8. Traffic Control Plans
- G. Preparation of Project Specifications using City boilerplate
- H. Preparation of Engineer's Estimate
 - I. Public Outreach – Two (2) meetings with Public Works Commission and/or affected residents and businesses
- J. Construction Engineering support services



Project 2 Description

El Centro Street (Phase 1):

The limit of work for the project is the entire length of El Centro Street from Pasadena Avenue to Orange Grove Avenue. The length of the roadway is approximately 1,950 LF, and the average width of this roadway is 56 LF. The proposed project involves repair of damaged asphalt pavement, installation of petromat, localized repairs of damaged sidewalk, driveways and curb & gutter, replacement of cross gutters, adjustment of manholes and utility covers, modification of drainage structures, replacement of water services, valves, meter box, sewer spot lining of sewer mains and laterals (City to provide copy of recent sewer video at project kickoff meeting) and fire hydrants, resetting of survey monuments, replacement of existing signs, striping (including Class II bike lane), and other associated elements of work. This project is adjacent to a school and will require restricted working hours and coordination with the school. In addition, every Thursday is a Farmer's Market on El Centro Street between Glendon Way to Diamond Avenue which will require restricted working hours and coordination with the Farmer's Market.

El Centro Street (Phase II):

The limit of work for the project is the entire length of El Centro Street from Orange Grove Avenue to Meridian Avenue. The length of the roadway is approximately 1,275 LF, and the average width of the roadway is 42 LF. The proposed project involves repair of damaged asphalt pavement, installation of petromat, localized repairs of damaged sidewalk and curb & gutter, replacement of cross gutters, adjustment of manholes and utility covers, lining of sewer mains (City to provide copy of recent sewer video at project kickoff meeting), and fire hydrant, resetting of survey monuments, replacement of existing signs striping (including Class II bike lane), and restoration of traffic loops, resetting of survey monuments, replacement of existing signs, striping (including Class III bike route), and other associated replacement of existing signs, striping (including Class III bike route), and other associated elements of work. This project is within a commercial area and requires coordination with businesses as well as with Farmer's Market. In addition, a portion of work is within Metro businesses, as well as the Farmer's Market. In addition, a portion of work is within Metro Gold Line right-of way and will require following the guidelines of the Metro Track Allocation permit guidelines.



Fee Proposal
 Engineer Design Services FY 14/15 Street Improvement
 Projects

PROJECT 2

ELCENTRO STREET
PHASE I

Task Description	Project Manager 80\$/hr	Surveyor	Surveyor Crew	CAD Designer 58\$/hr	Clerical 40\$/hr	Total
Field Topographical Survey	8	CALVADA \$4,100		8		\$5,204.00
Utility Research	5			12	6	\$ 1,336.00
Improvement Plans	50			60		\$ 7,480.00
Traffic Control Plans	15			24		\$ 2,592.00
Project Specifications	15			4	15	\$ 2,032.00
Engineering Estimate	10			4	8	\$ 1,352.00
Construction Support Services	30			8		\$2,516.00
Potholing Costs	Ninyo & Moore					
TOTAL	133			120	29	\$22,976.00



Fee Proposal
El Centro Street
(Phase II)

EL CINTRO STREET
PHASE II

Task Description	Project Manager 80\$/hr	Surveyor	Surveyor Crew	CAD Designer 58\$/hr	Clerical 40\$/hr	Total
Field Topographical Survey	5	(CALVADA)	\$3,700.00	6		\$ 4,448.00
Utility Research	4			9	5	\$ 1,042.00
Improvement Plans	40			50		\$ 6,100.00
Traffic Control Plans	10			17		\$ 1,786.00
Project Specifications	12			2	12	\$ 1,556.00
Engineering Estimate	8			2	4	\$ 916.00
Construction Support Services	25			5		\$ 2,290.00
Potholing Costs	Niño & Moore					
TOTAL	104			91	21	\$18,138.00

SUBTOTAL PROJECT 2	\$41,114.00
POTHOLING COSTS	\$6,900.00
TOTAL PROJECT 2	\$48,014.00
GRAND TOTAL PROJECT 1 & 2	\$105,908.00

N/A

EXHIBIT "B"

INSURANCE REQUIREMENTS

Additional Insured Status: 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 or operations 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. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. 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.

Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: 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.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

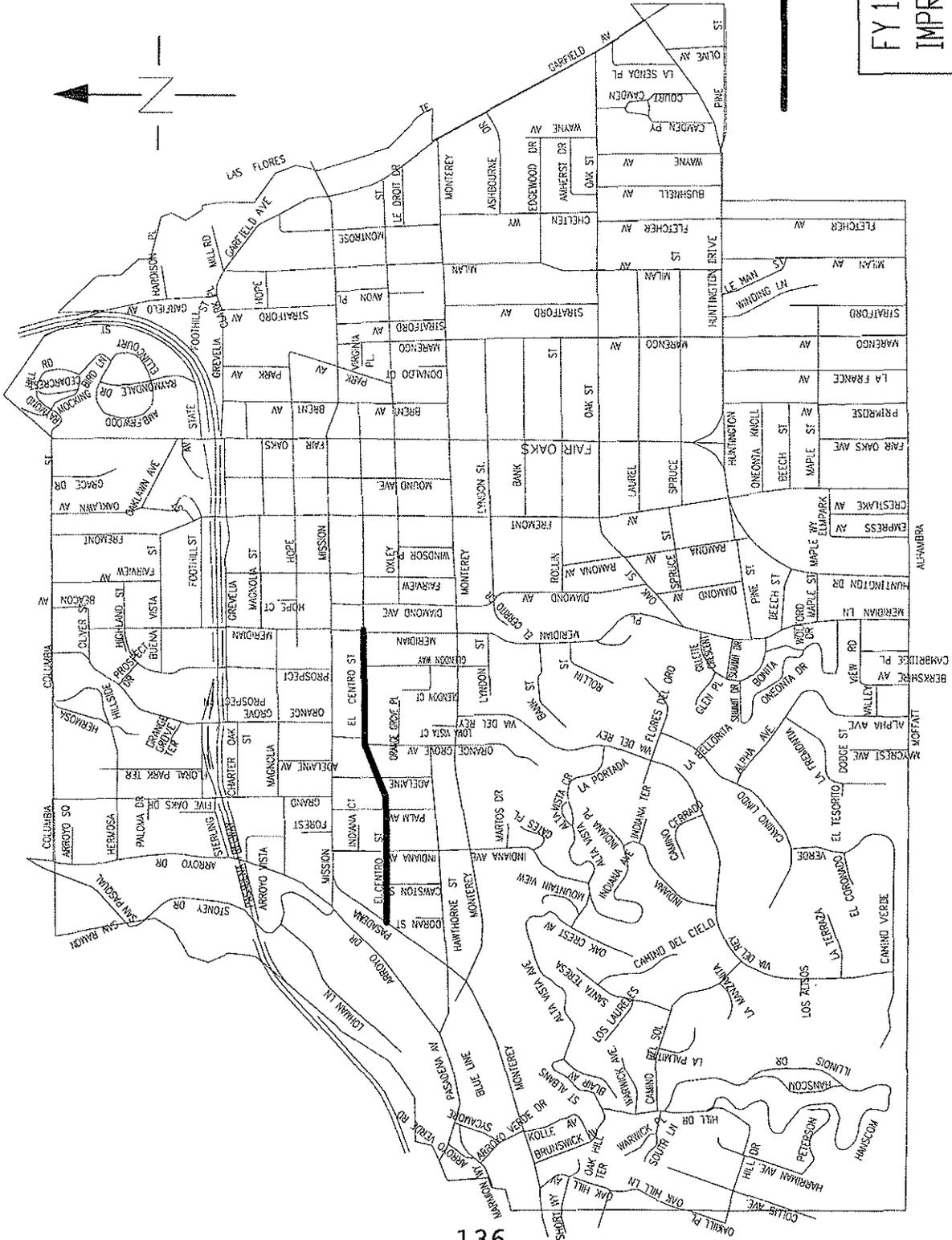
Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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.

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ATTACHMENT 2
Location Map



PROJECT LOCATION

FY 14-15 STREET
IMPROVEMENT PROJECTS

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: September 17, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SA*

FROM: Paul Toor, P.E., Public Works Director *PT*
Shin Furukawa, P.E., Deputy Public Works Director *SF*
Alex Chou, Associate Civil Engineer *ACE*

SUBJECT: **Award of Contract to Kabbara Engineering for Engineering Design of the Collis Avenue, Hill Drive, and Chelten Way Street Improvement Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated July 24, 2014, from Kabbara Engineering for engineering design services for the Collis Avenue, Hill Drive, and Chelten Way Street Improvement Project;
2. Reject all other proposals received; and
3. Authorize the City Manager to execute an agreement with Kabbara Engineering for a not-to-exceed amount of \$60,760

Fiscal Impact

Sufficient funds are available in capital project account 101-9000-9203 to fund these services.

Commission Review and Recommendation

This project has been discussed by the Public Works Commission.

Background

The City Council approved five street segments as a part of the FY 2014-15 budget. For purposes of efficiency, the street segments were grouped into two projects. This project includes Collis Avenue (Hill Drive to cul-de-sac north), Hill Drive (Collis Avenue to Warwick Avenue), and Chelten Way (south Ashbourne Drive to Oak Street).

The proposed improvements include grind and overlay of damaged asphalt pavement, full reconstruction of the asphalt pavement, localized repairs of damage asphalt, localized repairs of damaged sidewalk, driveways, curb and gutter, adjustment of manholes and utility covers, and replacement of water services, valves, meter boxes.

Analysis

A request for proposals (RFP) was issued on June 24, 2014. Proposals were received from the following nine firms:

- Kabbara Engineering, Orange
- DMR Team, Inc., Culver City
- Civilsource, Inc., Irvine
- DR Consultants & Designers, Inc., Los Angeles
- Cannon, Santa Monica
- APA Engineering, Inc., Irvine
- CNC Engineering, City of Industry
- David Evans and Associates, Inc., Ontario
- Onward Engineering, Anaheim

The RFP was structured so that the two projects would be priced individually, with the understanding that they could be awarded by the City in any combination.

Section 4526 of the Government Code states that professional services contracts are to be bid based on qualifications rather than on price:

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

After ranking the proposals and conducting interview with the short-listed firms, a staff committee determined Kabbara Engineering was determined to be the most qualified consultant for project number one (Collis Avenue, Hill Drive, and Chelten Way Street Improvement Project). The proposed fees are just and reasonable for the scope of work. With over 24 years in the industry, Kabbara Engineering has provided similar services to municipal agencies such as the Cities of Downey, Upland, and San Clemente, and others.

Legal Review

The City Attorney has reviewed this item.

Award of Street Design Service for the Collis Ave., Hill Dr., and Chelton Way
September 17, 2014
Page 3 of 3

Public Notification of Agenda Item

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

Attachments:

1. Agreement
2. Location Map

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ATTACHMENT 1
Agreement

CITY OF SOUTH PASADENA

**PROFESSIONAL SERVICES AGREEMENT
WITH
KABBARA ENGINEERING**

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of September, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and Kabbara Engineering ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Professional Engineering Design Services for the Collis Avenue, Hill Drive, and Chelton Way Street Improvement Project as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant also warrants that it is familiar

with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Familiarity with Work. By execution of this Agreement, Consultant warrants that:

(1) It has thoroughly investigated and considered the work to be performed, based on all available information; and

(2) It carefully considered how the work should be performed; and

(3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and

(4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Leah Kabbara, 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 shall perform the services described in Exhibit "A" Scope of Services

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 \$60,760. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$48,608 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

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

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

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

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. 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 September 17, 2014 ("Effective Date") and shall remain in effect for one year 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 Leah Kabbara 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:

Leah Kabbara
Kabbara Engineering
121 North Harwood Street
Orange, CA 92866

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, 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 , indemnify, hold free and harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend the City, its elected and appointed officials, officers, agents, employees and volunteers, 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 alleges or 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 and appointed officials, officers, agents, 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 volunteers, and/or authorized subcontractors are specifically named or otherwise asserted to be liable and when the City requests with respect to a claim provide a deposit for the defense of. 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.

City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 6.7 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of Consultant under this Section 6.7 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and 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, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. 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: September 9, 2014

KABBARA ENGINEERING

By: 
Leah Kabbara, Principal Engineer

Federal ID No. 33-0716651

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



Communication

Clear communication between our design team our client is of the vital importance for all projects. We strive to keep our clients informed of the project schedule and design progress through our "STATUS REPORTS" which are provided in hard copy and will regularly be available and updated for the City's Project Manager on our secured access web site. These reports will identify any potential problems early on and help secure solutions. Status reports are prepared on a monthly or bi-weekly time frame depending on the client's needs and the project requirements.

SCOPE OF WORK

In an effort to expedite the City Schedule, we have developed a work plan outlining the following required steps necessary to complete this project:

A. Research & Meetings

1. In a Kick-off meeting with the City, the scope of work, design criteria, goals and objectives for the project, and the project schedule will be reviewed and approved.
2. Compile and review all available documents provided by the City, obtain and review all necessary documents and maps (as required) from the County and/or City of Los Angeles.
3. Organize and attend 2 progress meetings with City staff for design review and coordination purposes at the 60% and 85% completion levels. Includes preparation of meeting minutes and monthly status reports.
4. Attend 2 Public Outreach meetings with the Public Works Commission and/or affected residents and businesses, as requested by City staff. Includes preparation of meeting minutes and monthly status reports.

B. Utility Investigation & Coordination

1. Notify all affected public utility companies, government agencies, sanitary and water districts using City of South Pasadena Utility Coordination Procedures, and identify underground facilities and substructures using existing record documents and atlas maps provided by the various utility companies.
2. Coordinate with all existing affected utility companies and request verification of location and depth of their facilities for design purposes. Identify anticipated conflicts and make recommendations for potholing, if required, to the City.



3. Prepare a Utility Notification Log to track utility company contacts and responses. Utility Notification Log and copies of all correspondence will be provided to the City with Final Plan submittal.

C. Topographic Field Survey & Base Map

1. Perform field survey to identify existing topographic features and improvements within the project limits. Includes cross sections at 25-foot intervals for Collis Avenue (reconstruction) and cross sections at 50-foot intervals (overlay with localized R&R) for Hill Drive, Chelton Way and El Centro Street, within the project limits. Includes elevations of top of curb, gutter flowline, lip of gutter, centerline, EG, EP, driveways, sidewalks, cross gutters, curb returns, ramps and all angle points, grade breaks and limits of damaged improvements, as required for design purposes. Includes field review of project to identify special conditions and conflicts.
2. Prepare Topographical Base Map using computer aided drafting and the field topographic survey results/data (AutoCAD 2013 Civil 3D). Plot existing utilities, right-of-ways, property lines, addresses, surface and underground utilities, and site specific topographic features required for design at (H) 1"=20' plan view and (V) 1"=4' scale profile (as required) for the project streets, on City of South Pasadena Standard Title Block Sheets.

D. Geotechnical Investigation & Pavement Report (by SCS&T Inc.-subconsultants)

Southern California Soil & Testing will furnish the following data:

1. SCS&T will perform a pavement investigation, design pavement sections, and prepare a soils report. SCS&T will submit a draft and final pavement evaluation reports including introduction, project description, and recommendations.
2. Drill at 1 borings for each Project No. 1 street and 2 borings for each phase of Project No. 2. Cores will be at least 6 inches in diameter and 3 feet deep. Coring holes will be backfilled immediately after obtaining soil samples.
3. SCS&T will prepare a boring location map including dimensions of coring locations and their horizontal distances to identifiable points (BCRs, ECRs, street centerlines, curb face, etc.), as well as core logs.
4. SCS&T will provide geotechnical information (including geotechnical analysis) for all borings.
5. SCS&T will provide and/or recommend the following minimum information in the submitted report:



- a. Existing structural section (including material classification, thickness and material types of AC, PCC, base, and sub-grade materials).
 - b. "R-value" at a 3-foot depth from existing finished surface or existing grade.
 - c. We understand the City will provide the expected traffic loading.
6. SCS&T will calculate proposed pavement structural sections (20-year design life):
 - " Full depth Asphalt Concrete (FDAC)
 - " Asphalt Concrete over Aggregate Base
 - " Overlay thicknesses
 - " Other alternatives as appropriate
 7. SCS&T will provide compaction requirements; subgrade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions. SCS&T will provide depth and estimated quantity for needed over-excavation for incorporation into bid documents.
 8. SCS&T will provide all necessary traffic control while performing fieldwork per the latest edition of the MUTCD Manual.
 9. SCS&T will obtain permits and provide protection of existing utilities. We understand the City will issue a no-fee permit for the field work.
 10. SCS&T will arrange and tabulate all soil information (existing and proposed) in table format.
- E. Construction Documents
1. Preliminary Design
 - a. Prepare one set of preliminary street improvement plans for each Project (2 sets total). Includes profiles for Collis Avenue, as required for the anticipated full reconstruction of the pavement section, and plan view only for all other Project streets anticipated for overlays. The plans shall show the pavement reconstruction and overlay, PCC curb and gutter, sidewalk, cross gutter, driveway, ramp repair, retaining walls (per SPPWC stds), utility adjustments and/or relocations, new speed sign, resetting of centerline monumentation and ties, and all required miscellaneous improvements. Includes stationing of all existing and proposed improvements impacted by design, construction notes, bid item numbers, typical sections, and miscellaneous details, as required.
 - b. Prepare preliminary domestic water improvement plans at 1"=20' (H) scale plan view only for the construction of new 6" water main in Collis Avenue (approx. 1,000 l.f.). Includes construction notes and details for the



upgrade of existing fire hydrants, service laterals and meters, valves and water main crossing/connection details at street intersections within the paving limits. Includes trench details, bid item numbers, typical sections and details as required. Proposed replacements of water services, valves, meter boxes and fire hydrants on all other Project streets will be included on the respective street improvements plans, and no separate water plans are included herewith for those improvements.

- c. Prepare preliminary sewer improvement plans 1"=20' (H) scale plan view only for the construction of sewer lining for the various sewer mains and laterals as required, within the project limits. Sewer lining improvements will be shown on the street improvements plans, as required for construction. Includes construction notes, bid item numbers, and construction details.
- d. Prepare preliminary traffic signing, and striping plans as required for each Project. Signing and pavement delineation plans will be prepared as necessary on double plan sheets at a scale of 1"=40'(H) scale. The pavement delineation will show replacing all traffic stripes, markings and legends which are obliterated or disturbed during the construction process. Includes Class II and Class III bike route striping on El Centro Street. Traffic loop replacement, as required, will be shown on traffic striping plans, as required for construction purposes.
- e. Prepare preliminary traffic control and construction staging plans, including temporary detour plans, as required for each project street. Traffic control, construction staging and detour plans will be prepared at a scale of 1"=40'(H) scale, including construction notes and details, per Caltrans, MUTCD, and City of South Pasadena requirements.
- f. Identify anticipated utility conflicts to determine if potholing is required. Notify the City Project Manager.
- g. Prepare one set of preliminary specifications in City format, including all City required attachments and bid proposal.
- h. Prepare Preliminary Opinion of Probable Cost for the Project, using Microsoft Excel.
- i. Submit two sets of 60% improvement plans, specifications & cost estimates to City for meeting discussion and comments.

2. Final Design

- a. Revise preliminary improvement plans and plot final improvement plans,



including Title sheets, detail sheets, street, sewer and water plans, traffic signing, striping and loop replacement plans, and traffic control plans.

- b. Prepare Final Specifications for the project.
 - c. Prepare Final Opinions of Probable Construction Cost.
 - d. Submit two sets of 85% Improvement plans, Specifications and Cost Estimate to City for review and comment.
3. Construction Document Phase
- a. Revise and plot Final Improvement Plans, Specifications and Estimate.
 - b. Send copies of final plans to utility companies requesting them to coordinate any adjustments and/or relocations with the City.
 - c. Submit Final Improvement Plans, Specifications and Cost Estimate to City, on 22"x34" Mylar and in digital format on a flash memory stick (thumb drive) using AutoCAD 2013 Civil 3D (dwg & pdf), for final approval. Specifications and estimates shall be submitted in hard copy and in digital format on flash drive using Microsoft Word and Excel 2010.
- F. Metro Track Allocation Permit Processing (for Project No. 2)
1. Perform Metro Track Allocation Permit Processing, including preparation of Exhibit A and necessary attachments, and coordination as required for anticipated Project No. 2 encroachments into the railroad right-of-way.
- G. Bidding & Construction Engineering Support Services (Hourly Estimate)
1. Perform Bidding and Construction Phase observation and coordination, such as written clarification of plans and specifications, preparation of addenda, written responses to RFI's, and other meeting attendance with City staff, other agencies and or the public as requested by the City.



Optional Services (available upon request)

1. *Prepare cross sections plans at 50-foot intervals for each Project within the project limits at 1"=10'(H), 1"=1'(V) scale showing existing and proposed improvements and cross-fall gradients.*
2. *Prepare As-built drawings after construction (based on contractor's redlines).*
3. *Monument Restoration: Assemble centerline tie notes and maps as necessary from both the County of Los Angeles and the City of South Pasadena. Prior to construction in the overlay areas, tie out all surface monuments and expose any covered monuments and file "Pre-construction" Corner Records with the County of Los Angeles Surveyor's office. Subsequent to construction, set monuments on the street surface for the previously tied out monuments, and prepare and file Corner Records for the set monuments. Re-establish all centerline monumentation within the project limits and prepare a Record of Survey for recordation at the County of Los Angeles Surveyor's Office.*

K A B B A R A E N G I N E E R I N G
 CIVIL ENGINEERING • LAND SURVEYING

July 24, 2014

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

Attention: Mr. Paul Toor, P.E., Public Works Director

Subject: Fee Proposal for Engineering Design Services for FY 14/15 Street Improvement Projects

Dear Mr. Toor:

Attached herewith for your review and consideration is our fee proposal per the attached scope of work and Man-Hour Fee Schedule for Professional Engineering Design Services for the subject street improvement projects in the City of South Pasadena. Our fee proposal assumes that all services selected will be designed concurrently, with one bid package per each project, in order to achieve cost efficiencies. Our total not-to-exceed fee proposal for the subject projects, including subconsultant fees, is as follows:

Description	Total Fee
PROJECT NO. 1 - Collis Avenue, Hill Drive & Chelton Way	
Kabbara Engineering	\$ 56,100.00
Southern California Soil & Testing Inc. (Geotechnical Subconsultants)	\$ 4,660.00
TOTAL NOT-TO-EXCEED FEE (Project No. 1)	\$ 60,760.00
PROJECT NO. 2 - El Centro Street (Phase 1 and Phase 2)	
Kabbara Engineering	\$ 66,510.00
Southern California Soil & Testing Inc. (Geotechnical Subconsultants)	\$ 3,217.00
TOTAL NOT-TO-EXCEED FEE (Project No. 1)	\$ 69,727.00
GRAND TOTAL NOT-TO-EXCEED FEE PROPOSAL (Project Nos. 1 & 2)*	\$ 124,000.00

Not Part of This Contract

*Includes a 5% Discount due to efficiencies of scale, for both Projects combined

In response to the City's request, Kabbara Engineering is also pleased to present the following Schedule of Hourly Rates for providing professional engineering design services, to the City of South Pasadena. Our hourly fees/rates include all indirect costs associated with providing the subject services to the City of South Pasadena, as follows:

CLASSIFICATION
ENGINEERING

HOURLY RATES

<i>Principal Engineer/Project Manager</i>	<i>\$ 145 per hour</i>
<i>Project Engineer</i>	<i>\$ 135 per hour</i>
<i>Quality Engineer</i>	<i>\$ 120 per hour</i>
<i>Designer/ Civil Engineer</i>	<i>\$ 80 per hour</i>
<i>Junior Engineer</i>	<i>\$ 75 per hour</i>
<i>CADD Operator</i>	<i>\$ 75 per hour</i>

SURVEYING

<i>Licensed Land Surveyor</i>	<i>\$ 140 per hour</i>
<i>Survey Technician</i>	<i>\$ 90 per hour</i>
<i>Two-Man Field Party</i>	<i>\$ 200 per hour</i>
<i>Three-Man Field Party</i>	<i>\$ 300 per hour</i>

CLERICAL

<i>Clerical</i>	<i>\$ 60 per hour</i>
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MISCELLANEOUS EXPENSE CHARGES:

Kabbara Engineering considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling.

SUBCONTRACTS:

Subcontracted services, such as geotechnical or structural engineering services, will be invoiced at cost plus ten percent (+10%).

In the event Kabbara Engineering is required to perform any act in relation to litigation arising out of any project with the Client, such services will be invoiced at two times the regular hourly rates.

City of South Pasadena
Fee Summary
July 24, 2014
Page 3 of 3

Please note that payment of any required permit or application fees, or utility/ agency fees for research or materials, is not included herewith and will be considered to be paid by the City of South Pasadena, and additional mobilization and office charges will be necessary if any change in management or significant extension of the project schedule occurs during the life of the contract.

Thank you for the opportunity to be of service. We look forward to working with you and your staff on this project.

If you have any questions please contact me at (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,

KABBARA ENGINEERING



Leah Kabbara, PE
PRINCIPAL ENGINEER

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
CITY OF SOUTH PASADENA
ENGINEERING DESIGN SERVICES FOR FY 14/15 STREET IMPROVEMENT
PROJECT NO. 1 - COLLIS AVENUE, HILL DRIVE AND CHELTEN WAY**

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer	Civil Designer	CAD Drafter	Clerical	TOTAL COST
Hourly Rate per Classification	\$145	\$140	\$200	\$135	\$80	\$75	\$60	
A. PROJECT ANALYSIS, REVIEW & MEETINGS								
1. KICK-OFF MEETING	2			2				\$560
2. RESEARCH & REVIEW EX. DOCUMENTS				2	2			\$430
3. PROGRESS MEETINGS (1)	2			2				\$560
4. PUBLIC OUTREACH MEETINGS (1)	4			4				\$1,120
SUBTOTAL COST								\$2,670
B. UTILITY INVESTIGATION								
1. UTILITY NOTIFICATIONS & COORDINATION				8			24	\$2,520
2. UTILITY NOTIFICATION LOG WITH COPIES OF ALL CORRESPONDENCE							8	\$480
SUBTOTAL COST								\$3,000
C. DESIGN SURVEY								
1. FIELD TOPO SURVEY & CROSS SECTIONS		8	40					\$9,120
2. PREPARE BASE PLANS (1"=20' SCALE)				2	16	16		\$2,750
SUBTOTAL COST								\$11,870
E1. PRELIMINARY DESIGN								
1. PRELIMINARY STREET IMPROVEMENT PLANS (20 SCALE), INCLUDING TITLE SHEET, LOCATION MAP, TYPICAL SECTIONS, CONSTRUCTION NOTES AND DETAILS (EST. 7 SHEETS)				8	24	16		\$4,200
2. PRELIMINARY WATER IMPROVEMENT PLANS (20 SCALE)(EST. 2 SHEETS)				2	6	12		\$1,650
3. PRELIMINARY SEWER IMPROVEMENT PLANS (20 SCALE) (TO BE INCLUDED ON STREET PLANS)					16	12		\$2,180
4. TRAFFIC SIGNING & STRIPING PLANS AT 40 SCALE DOUBLE PLAN VIEW (EST. 2 SHEET)				4	16	16		\$3,020

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
CITY OF SOUTH PASADENA
ENGINEERING DESIGN SERVICES FOR FY 14/15 STREET IMPROVEMENT
PROJECT NO. 1 - COLLIS AVENUE, HILL DRIVE AND CHELTEN WAY**

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer	Civil Designer	CAD Drafter	Clerical	TOTAL COST
Hourly Rate per Classification	\$145	\$140	\$200	\$135	\$80	\$75	\$60	
5. TRAFFIC CONTROL PLANS AT 40 SCALE DOUBLE PLAN VIEW (EST. 4 SHEETS)				8	16	16		\$3,560
6. PROJECT SPECIFICATIONS				16			32	\$4,080
7. OPINION OF PROBABLE CONSTRUCTION COSTS & QUANTITY CALCULATIONS				8	24			\$3,000
SUBTOTAL COST								\$21,690
E2. FINAL DESIGN								
1. FINAL STREET IMPROVEMENT PLANS				8	16	8		\$2,960
2. FINAL WATER IMPROVEMENT PLANS				4	8	4		\$1,480
3. FINAL SEWER IMPROVEMENT PLANS				4	8	4		\$1,480
4. FINAL TRAFFIC SIGNING, STRIPING AND LOOP REPLACEMENT PLANS				4	8	4		\$1,480
5. FINAL TRAFFIC CONTROL PLANS				4	8	12		\$2,080
6. FINAL PROJECT SPECIFICATIONS				8			16	\$2,040
7. FINAL OPINION OF PROBABLE CONSTRUCTION COSTS				2	4	4		\$890
SUBTOTAL COST								\$12,410
E3. CONSTRUCTION DOCUMENTS								
1. FINALIZE PS&E ON MYLAR, WITH DIGITAL COPIES	2			2	2	4		\$1,020
SUBTOTAL COST								\$1,020

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE
FOR
CITY OF SOUTH PASADENA
ENGINEERING DESIGN SERVICES FOR FY 14/15 STREET IMPROVEMENT
PROJECT NO. 1 - COLLIS AVENUE, HILL DRIVE AND CHELTEN WAY**

TASK	Principal Engineer	Land Surveyor	2-Man Survey Crew	Project Engineer	Civil Designer	CAD Drafter	Clerical	TOTAL COST
Hourly Rate per Classification	\$145	\$140	\$200	\$135	\$80	\$75	\$60	
G. BIDDING AND CONSTRUCTION ENGINEERING SUPPORT SERVICES (HOURLY ESTIMATE)								
1. BIDDING & CONSTRUCTION ENGINEERING SUPPORT SERVICES (HOURLY ESTIMATE)								
				20			4	\$2,940
SUBTOTAL COST								\$2,940
REIMBURSABLE EXPENSES								
1. REIMBURSABLE /REPROGRAPHIC EXPENSE ALLOWANCE, INCLUDING DELIVERIES, CERTIFIED MAILINGS, & PRINTS (CONSTRUCTION BID SETS NOT INCLUDED)								
								\$500
SUBTOTAL COST								\$500
GRAND TOTAL								\$56,100

EXHIBIT "B"

INSURANCE REQUIREMENTS

Additional Insured Status: 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 or operations 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. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Professional Liability Insurance	\$1,000,000/\$2,000,000
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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

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. 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.

Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: 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.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

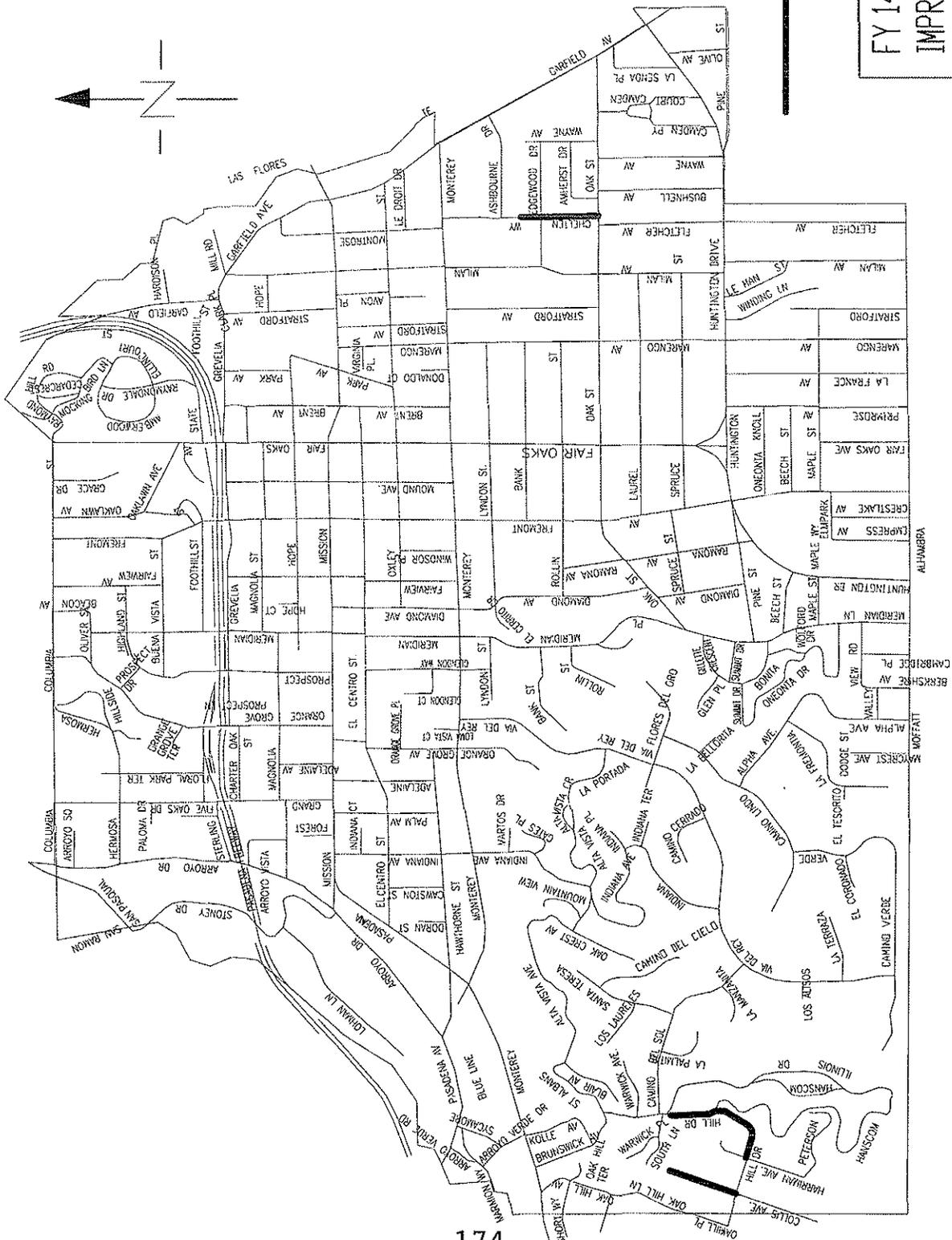
Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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.

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ATTACHMENT 2
Location Map



PROJECT LOCATION

FY 14-15 STREET
IMPROVEMENT PROJECTS

**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: September 17, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Margaret Lin, Principal Management Analyst *ML*
SUBJECT: **Authorize the City Manager to Execute a Funding Agreement with Los Angeles Metropolitan Transportation Authority for the Metro Rapid Bus Station Implementation in the Amount of \$17,500**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the Metro Rapid Bus Station Implementation agreement and all related documents.

Fiscal Impact

The City will receive reimbursement of up to \$17,500 for exact staff costs to remove the existing street furniture, and review plans and permits. There is no match required. The City will maintain the shelters, benches and trash bins. The costs for this maintenance will be expended through the regular maintenance accounts of 101-6601-8180, 101-6410-8180, and 101-6010-8180.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In September of 2002, the Metro Board approved an implementation plan to install bus shelters and amenities along its Rapid Bus Corridors. In November of 2011, cities along the Metro Rapid Bus corridors were contacted to see if they were interested in participating in the project. The City of South Pasadena agreed to the project. Metro has worked with City staff to assess sites, discuss amenities and create a funding agreement.

Analysis

Metro received federal funding for this project to help improve ridership on the Metro Buses, thus improving air quality in the region. To improve ridership two elements of the transit experience are being improved; first is route identification and second is bus stop quality. Route identification can help in two ways for the metro rapid bus system; first it highlights the fact that these specific lines are faster and second it provides unfamiliar users with clear identification of route and stop locations. Improving bus stop quality by providing seating and shelter from the

elements, including the sun, is conducive to a more positive transit experience.

This project will install five (5) rapid bus shelters, benches and trash receptacles. Metro will be responsible for the procurement and installation of the shelters and amenities. The City will be responsible for site plan review, permits and removal of existing furniture. The existing furniture will be relocated to other areas of the City. Project design and construction will begin October 1, 2014 and construction is anticipated to begin on April 1, 2015. The design of the shelters and furniture selection has been standardized in order to establish a uniform look across the Metro rapid bus system.

This project will help increase transit ridership along the Bus Rapid Corridors; the lines connected with those corridors, and improve multi-modal options for all users in the region.

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 for Metro Rapid Bus Station Implementation (FA.MRBSHEL64)

FTA Grant No: CA-03-0796
FIS Grant No: 700264

Agmt: FA.MRBSIHEL64
CFDA: 20500
DUNS: 108170093

AGREEMENT

This Funding Agreement ("Agreement") is dated for reference purposes only August 1, 2014, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of South Pasadena (the "City") for Metro Rapid Bus Station Implementation.

RECITALS:

- A. The LACMTA Board of Directors, at its September 26, 2002 meeting, approved the Metro Rapid Five-Year Implementation Plan (Attachment A) and set aside regional funds to complete the program, including funds for Metro Rapid stops/shelters along each of the existing Metro Rapid Lines.
- B. In FY 2003, FY 2004, and FY 2006, Congress appropriated \$40,001,229 of Congestion Mitigation and Air Quality Improvement (CMAQ) funds for the Metro Rapid Expansion Program. Additionally, in FY 2008, FY 2009, and FY 2010, Congress appropriated \$16,700,000 of Very Small Starts Section 5309 funds for the Program.
- The CMAQ funds and the Section 5309 funds (the "Federal Funds") have been allocated for the purpose of constructing and implementing transit priority signal systems and branded stations along Metro Rapid corridors.
- C. LACMTA seeks to install new Metro Rapid bus station amenities along the Atlantic Metro Rapid corridor in the City, as set forth in the Scope of Work (Attachment B), the Funding Plan (Attachment C), the Expenditure Plan (Attachment D) and the Project Schedule (Attachment E), which are collectively referred to herein as the "Project."
- D. The total Project budget is up to \$17,500. LACMTA desires to pass through to the City up to \$8,125 of Federal Funds, grant to the City up to \$4,375 of LACMTA Proposition C 25% Funds (the "Prop C Funds"), and up to \$5,000 in LACMTA Local Funds (the "Local Funds") for the Project. The City has agreed to provide any additional funding necessary to complete the Project. Collectively, these funding amounts constitute the Project budget and are referred to herein as the "Funds."
- E. The parties hereby desire to execute this Agreement to authorize LACMTA to serve as the "Pass Through Agency" for the Federal Funds and for LACMTA to grant the Prop C Funds and Local Funds to the City, all as set forth herein.

1. **USE OF FUNDS**

1.1 The City shall complete the Project as described in the Scope of Work, attached as Attachment B and the Project Schedule, attached as Attachment E. The Scope of Work includes a description of the Project, including without limitations, Project tasks and deliverables. Work shall be delivered in accordance with the Project Schedule unless agreed to by the Parties.

1.2 LACMTA shall provide Federal Funds to the City and to the extent the Prop C Funds and Local Funds are available, LACMTA shall make a one-time grant to the City in Prop C Funds and Local Funds for the Project, subject to the terms and conditions contained herein. These Funds have been programmed to the Project as follows: up to \$9,300 in FY 2015, and up to \$8,200 in FY 2016. All Federal funds are contingent upon Federal appropriation and the Federal Transit Administration's (FTA) approval of a grant application. All Prop C Funds and Local Funds are subject to annual LACMTA Board of Directors approval of the fiscal year budget.

1.3 LACMTA shall install a Metro Rapid pole at each bus stop location as set forth in the Scope of Work (Attachment B). The cost to manufacture and install the poles is the responsibility of LACMTA and is not reflected in the Project budget contained in this Agreement. If at any and all locations where the City prohibits or substantially delays LACMTA from proceeding with installation of the pole, no other Project components will be installed at said locations. Furthermore, the City will be ineligible for funding reimbursements for all Project components implemented at said locations and must repay 100% of funding received from LACMTA for Project components implemented at said locations.

1.4 The design and material specifications of all Project components set forth in the Scope of Work are conceptual. Final design specifications and subsequent installation of any and all Project components at each said location are subject to City approval.

2. **PAYMENT OF FEDERAL FUNDS**

2.1 To the extent LACMTA receives Federal Funds pursuant to the Federal Grant, LACMTA shall use such Federal Funds to reimburse the City for eligible Project expenses as set forth herein. Advanced payments of Federal Funds by LACMTA are not allowed.

2.2 Payments to the City will be processed by LACMTA within thirty (30) calendar days after receipt of a Request for Reimbursement along with all supporting documentation and substantiated invoice amounts. The City must also adhere to the requirements of Section 4 in order for payments to be processed by LACMTA.

2.3 The City shall be subject to and comply with all requirements of the

Federal Grant and other applicable requirements of the Federal Department of Transportation (USDOT), Federal Department of Labor (DOL), FTA and of the LACMTA as required by LACMTA to fulfill its responsibilities as the Grantee under the Federal Grant, and as a Pass Through Agency.

3. **TERM**

The term of this Agreement shall commence on August 1, 2014 and shall terminate upon satisfaction of each of the following conditions: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; (iii) the Federal Grant has been closed; and (iv) the final disbursement of the Funds has been made to the City.

4. **REQUEST FOR REIMBURSEMENT**

4.1 All eligible Project expenses, as defined in the Scope of Work and Expenditure Plan, incurred after the Agreement is executed shall be reimbursed in accordance with the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

4.2 Once a quarter, the City will prepare and submit to LACMTA a certified and original Request for Reimbursement for actual allowable Project costs incurred and paid for by the City consistent with the Scope of Work. Disbursements shall be made on a reimbursement basis using the Request for Reimbursement form which is part of the Quarterly Progress/Expense Report attached to this Agreement as Attachment F. Instructions on how to complete the Quarterly Progress/Expense Report can be found in the Reporting & Expenditure Guidelines (Attachment G).

4.3 Each Request for Reimbursement will report the total Project expenditures and will specify the percent and amount of Federal Funds, Prop C Funds, and Local Funds to be reimbursed. The Prop C Funds are considered "local match" to the Federal Funds and therefore the Prop C Funds must be invoiced in the appropriate proportion to the Federal Funds with each billing period's expenditures. Each Request for Reimbursement will be accompanied by the Quarterly Progress/Expense Report and supporting documentation describing the overall work status and progress on Project tasks. In accordance with Section 7.3, the Quarterly Progress/Expense Reports and associated documentation, including but not limited to, Requests for Reimbursement and completed and substantiated invoices, must be approved by LACMTA before grant payments can be made to the City. Submittal of incomplete Requests for Reimbursement and/or associated documentation will result in delayed funding disbursements to the City.

4.4 The City shall submit a draft Request for Reimbursement, including completed and substantiated invoices, to the LACMTA Project Manager for review ten (10) days prior to submitting each Request for Reimbursement.

4.5 The Quarterly Progress/Expense Report with supporting documentation of expenses and Project progress shall be sent to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA FA# FA.MRBSHEL64
Scott Hartwell, Project Manager
Mail Stop: 99-23-2

With a copy mailed to:

Scott Hartwell, Project Manager
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
MS: 99-23-2
Los Angeles, CA 90012

4.6 LACMTA shall retain 5% of the invoice amount until LACMTA has made a determination that all contract requirements under this Agreement, including the reporting and audit requirements contained in Section 7, have been satisfactorily fulfilled.

4.7 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to the City. The City must complete the ACH form and submit such form to LACMTA before any payments can be made.

4.8 Eligible project costs are described in the Scope of Work, Expenditure Plan, Federal Grant and FTA guidelines.

4.9 Each Request for Reimbursement must be submitted on the City's letterhead.

4.10 The City should consult with LACMTA staff for questions regarding the eligibility of project expenses for reimbursements.

4.11 Total reimbursements shall not exceed the Federal Funds, Prop C Funds, and Local Funds provided for the Project.

4.12 If any amounts paid to the City are disallowed or not reimbursed by the FTA or LACMTA for any reason, the City shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein.

5. EFFECTIVE DATE AND START OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by LACMTA, the effective date and start date of reimbursable activities is the date LACMTA and the City execute this Agreement and LACMTA has entered into the Federal Grant agreement.

6. FEDERAL AND PROP C REQUIREMENTS

6.1 The City shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with this Agreement, the Reporting and Expenditure Guidelines, the Federal Grant and the most recently adopted LACMTA Prop C Guidelines for the type of Prop C funds granted by LACMTA hereunder (the "Guidelines"). Attachment B shall constitute the agreed upon Scope of Work between LACMTA and the City for the Project. The Funds, as provided under this Agreement, can only be used towards the completion of the Scope of Work.

6.2 The City's project administration direct costs may be invoiced for up to 5% of the actual grant-eligible project costs. Project administration may consist of direct expenses for grants management, project accounting, or procurement activities. Costs for project administration that exceed 5% shall require LACMTA's prior approval of a Project Administration Staffing Plan. No indirect costs may be invoiced to the Project; provided, however, if the City has a federally approved Cost Allocation Plan for the applicable fiscal year, the City may invoice for indirect costs consistent with the federally approved Cost Allocation Plan.

6.3 Costs for design, construction, inspection, or construction management activities may be incurred using the City's labor forces based on one or more of the following conditions: (1) cost savings, (2) exclusive expertise, (3) safety and efficiency of operations, and (4) union agreement. The City must submit to LACMTA a Force Account Plan, if labor forces exceed \$100,000, before any Federal Funds can be disbursed to the City for the City's labor expenses. The Force Account Plan must be consistent with FTA requirements and approved by LACMTA.

6.4 The City understands that the Funds include Federal Funds and FTA requirements apply to the use of the Federal Funds. All FTA requirements and guidelines as summarized in the FTA Master Agreement are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to:

- (a) Assurances of legal authority
- (b) Certification of non-debarment, suspension or termination
- (c) Certification of a drug-free workplace
- (d) Intergovernmental review
- (e) Civil Rights review, including Title VI Program review
- (f) Disadvantaged Business Enterprise (DBE) assurances

- (g) Disability nondiscrimination (ADA)
- (h) Office of Management and Budget (OMB) certification
- (i) Lobbying certifications
- (j) Buy America requirements
- (k) NEPA environmental review
- (l) Single audit requirements
- (m) Circular 9300.1B (Section 5309)
- (n) Circular 5010.1D (Grants Management)
- (o) Circular 4220.1F (Third-Party Contracting)
- (p) Section 5333(b) requirements

6.5 LACMTA shall not be responsible for providing any funding to substitute for the Federal Funds in the event the Federal Funds for this Project are withdrawn, recalled or not appropriated for any reason.

6.6 The City is responsible for the relocation of existing street furniture, while LACMTA is responsible for construction/installation of all other Project components. All necessary permits and approvals from the appropriate agencies must be obtained for Project implementation and the Project must fully comply with the Americans with Disabilities Act (ADA).

6.7 Should LACMTA, DOL and FTA require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, the City agrees to execute promptly all such amendments, revisions, deletions, or additions, as necessary, to comply with LACMTA, DOL and FTA requirements.

6.8 The City shall not use the Prop C Funds and/or LACMTA Local Funds to substitute for any other funds or projects not specified in this Agreement.

6.9 The City must use the Prop C Funds and LACMTA Local Funds in the most cost-effective manner. If the City intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with the City's contracting procedures and consistent with State and Federal law. The City will also use the Prop C Funds in the most cost-effective manner when the Prop C Funds are used to pay "in-house" staff time. The City staff or consultant with project oversight roles cannot award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

6.10 If the City desires to use the Prop C Funds and/or LACMTA Local Funds to purchase/lease equipment (i.e., vehicles, computers, etc.) necessary to perform or provide the services disclosed in the Scope of Work, the City must obtain LACMTA's written consent prior to purchasing/leasing specific equipment. Equipment purchased/leased without such prior written consent shall be deemed an unallowable expenditure of the Prop C Funds and/or LACMTA Local Funds. If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the

Prop C Funds or LACMTA Local Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Prop C Funds or LACMTA Local Funds expended for that purpose must be returned to LACMTA and the City will be required to repay the Funds in proportion to the remaining useful life in accordance with the Guidelines.

6.11 The "FTIP PROJECT SHEET" is attached as Attachment H and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET can be found in the ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive Federal Funding must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. LACMTA shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Changes to the FTIP through ProgramMetro will be made as soon as possible, but no later than October 1 of the year the change or update is effective.

6.12 On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Prop C 10% or 25% grant funds, the City must meet a Maintenance of Efforts (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

7. REPORTING AND AUDIT REQUIREMENTS

7.1 The City shall be subject to and shall comply with all applicable requirements of LACMTA, FTA and DOL regarding Project reporting and audit requirements. The City shall use the assigned FTA Grant number CA-03-0796 on all correspondence.

7.2 The City shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Quarterly Narrative and Financial Report on Project progress
- (b) Copy of the City's official annual fiscal report
- (c) Copy of the City's annual independent A-133 single audit report of the Project
- (d) Annual FTA compliance self-certification
- (e) Other reports that may be required

7.3 The City shall submit the Quarterly Progress/Expenditure Report (Attachment F) within fifteen (15) days after the close of each quarter in the months of October, January, April and July. Should the City fail to submit such reports within 10 days

of the due date and/or submit incomplete reports, LACMTA will not reimburse the City until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, the City will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter.

7.4 LACMTA and FTA, and/or their respective designee shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. The City shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to public agencies. The City's expenditures submitted to LACMTA for this project shall be in compliance with Federal Acquisition Regulations, Subpart 31 (FAR). The City shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement, or other applicable requirements of LACMTA, FTA or as required under the Federal Grant. LACMTA shall use the Federal Acquisition Regulations (FAR) standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct a final LACMTA audit using an outside auditing firm. The findings of that LACMTA audit will be final. When LACMTA audit findings require the City to return monies to LACMTA, the City agrees to return the monies within thirty (30) days after the final audit is sent to the City.

7.5 The City shall retain all original records and documents related to the Project for a period of three (3) years after final payment is made or in accordance with the Federal Grant, whichever time period is longer. The City's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

7.6 The City shall cause all contractors to comply with the requirements of Sections 7.4 and 7.5 above. The City shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

7.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of the City and its

contractors related to the Project, and shall be allowed to interview any employee of the City and its contractors through final payment to the extent reasonably practicable.

7.8 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of the City and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

7.9 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

7.10 In accordance with Section 7.2 (c), the City shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of OMB Circular A-133. The audit shall also include an audit of this Agreement, as a pass through of US Department of Transportation funds. The City shall submit a copy of each single audit to LACMTA within thirty (30) days of its completion.

8. EXPENDITURE AND DISPOSITION OF FUNDS

8.1 The expenditure and disposition of the Federal Funds by the City shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and applicable requirements of the LACMTA and FTA. The City shall not utilize the Federal Funds in any way or on any project other than that specified in this Agreement and the Federal Grant.

8.2 The Funding Plan lists the sources of funds for the Project and is attached to this Agreement as Attachment C.

8.3 The City shall be responsible for ensuring that (1) the contractor has completed all of the Work, (2) the contractor has performed the Work in accordance with all applicable Project requirements and (3) all punch list items are completed. Upon completion of the punch list, the City shall issue a Substantial Completion Statement. LACMTA shall inform the City of any outstanding Project issue prior to the issuance of the Substantial Completion Statement.

8.4 The City agrees to secure and provide additional non-LACMTA programmed funds necessary to complete the Project, if the Funds identified in Attachment C are insufficient to complete the Project.

8.5 The City is responsible for any and all cost overruns incurred as a result of this Project. Under no circumstance will the total amount of money that LACMTA reimburses the City exceed the amount of the Funds. Upon purchase, all Project

components, with the exception of the Metro Rapid pole as set forth in the Scope of Work, will become the property of the City, who shall be responsible for covering all maintenance and repair costs over the entire useful life of this federally funded Project. LACMTA will be responsible for covering all maintenance and repair costs over the entire useful life of the Metro Rapid pole.

8.6 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FTA, to the Funding Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's Chief Executive Officer or his designee. The City shall give advance notice to LACMTA of all proposed changes to the Funding Plan or Scope of Work that the City submits to LACMTA.

8.7 Upon completion of the Project described in the Scope of Work and disposition of the 5% retention, any unused Federal Funds shall revert back to the FTA and any unused Prop C Funds shall revert back to LACMTA.

8.8 The obligation for LACMTA to grant the Prop C Funds for the Project is subject to sufficient Prop C Funds being made available for the Project by the LACMTA Board of Directors. If such Prop C Funds are not available for the Project, this Agreement shall be void and LACMTA shall have no obligation to provide the Prop C Funds for the Project unless otherwise agreed to in writing by LACMTA.

9. TIMELY USE OF FUNDS

9.1 The City shall demonstrate timely use of the Funds by expending the Funds for allowable costs within 36 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this Agreement. All funds programmed in FY 2015 are subject to lapse by June 30, 2017. All Funds programmed for FY 2016 are subject to lapse by June 30, 2018.

9.2 In the event this Agreement is not executed and/or evidence of timely use of the Funds is not demonstrated as described in Section 9.1 of this Agreement, the Project will be re-evaluated by LACMTA and the Funds may be subject to deobligation consistent with FTA requirements. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

10. DEFAULT

A Default under this Agreement is defined as any one or more of the following: (i) the City fails to comply with the terms and conditions contained in this Agreement, the Grant and the Guidelines; (ii) the City fails to perform satisfactorily or to make sufficient progress toward completion, or in breach of Section 8.6 makes a material change to the Scope of Work or the Funding Plan without LACMTA's and FTA's prior written consent or approval; or (iii) the

City is in default of any other applicable requirements of LACMTA or FTA.

11. REMEDIES

11.1 In the event of a Default by the City, LACMTA shall provide written notice of such Default to the City with a 30-day period to cure the Default. In the event the City fails to cure the Default, or commit to cure the Default and commence the same within such 30 day period and to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make a determination to make no further disbursements of funds to the City; (iii) LACMTA may recover from the City any funds paid to the City after the Default; and/or (iv) any remedies the FTA may have under the Federal Grant.

11.2 Effective upon receipt of written notice of termination from LACMTA, the City shall not undertake any new work with respect to this Agreement unless so approved by LACMTA in writing, in which case the disbursement of funds shall continue in accordance with this Agreement.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. SECTION 5333(b) REQUIREMENTS

12.1 For purposes of satisfying the requirements of Section 5333(b) of Title 49 of the U.S. Code (commonly known as Section 13c), the City shall, by signing this Agreement, certify its acceptance of the terms and conditions of any and all Capital Assistance Protective Arrangements, and any other Section 5333(b) protections certified by the Department of Labor as applicable to any Federal funding received by the City.

12.2 The City shall indemnify, defend and hold harmless LACMTA and its employees, officers and agents for any claims properly brought by mass transportation employees in the City's service area pursuant to the Special Warranty, or any other Section 5333(b) agreement, that may be filed against LACMTA and that arises from any or all of the Funds awarded to the City for the Project.

13. COMMUNICATIONS

13.1 The City shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available online (http://media.metro.net/projects_studies/call_projects/images/130715_funding_agreement_communications_materials_guidelines.pdf) or from the LACMTA Project Manager. The

Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. The City shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Existing Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

13.2 For purposes of this Existing Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites, radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

13.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

13.4 The City shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

13.5 The LACMTA Project Manager shall be responsible for monitoring City compliance with the terms and conditions of this Section. City failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

14. OTHER TERMS AND CONDITIONS

14.1 This Agreement along with the applicable requirements of the FTA, DOL, LACMTA and the Federal Grant and the attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement. Adoption or revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

14.2 The City is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property, shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this Agreement. Equipment acquired as part of the Project shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements. Furthermore, any proposed modifications and/or removal of Project equipment affecting the Metro Rapid

pole at any bus stop included in the Project Scope of Work must be approved by LACMTA. If LACMTA approval is not obtained under such circumstances, the City will be required to repay the Funds associated with all Project components at said bus stops where such modifications were made. Funds to be repaid must be in the amount proportional to the remaining useful life of all Project components.

14.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the City under or in connection with any work performed by, and/or service provided by, the City, its officers, agents, employees, contractors and subcontractors under this Agreement or the Guidelines. The City shall fully indemnify, defend and hold LACMTA and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) use of the Funds by the City, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the City obligations under this Agreement; or (iv) any act or omission of the City, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services including, without limitation, the Scope of Work described in this Agreement.

14.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fire, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

14.5 The City shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. The City acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto. LACMTA will notify the City of any changes in federal project requirements.

14.6 The City shall not assign this Agreement, or any part thereof, without written consent and prior approval of LACMTA's Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable. Subject to all requirements of this Agreement, the Federal Grant and all other applicable requirements of LACMTA and FTA, including without limitation the requirement that design and

construction services be competitively procured, the City may contract with other entities, including its affiliates in a project management role, to implement this Agreement.

14.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

14.9 The City in the performance of the work required by this Agreement is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. The City shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

14.10 The City agrees to comply with United States (U.S.) Department of Transportation (DOT) regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to public agencies," 49 C.F.R. Part 18.

14.11 The City agrees that federal laws and regulations control Project award and implementation. The City also agrees that federal directives as defined in the FTA Master Agreement set forth federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. The City understands and agrees that unless FTA has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, the City may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by FTA. LACMTA will notify the City of any changes in federal project requirements.

14.12 The City understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Applicant on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations and directives may become effective after the date on which the City executes the Agreement for the Project, and might apply to that Agreement. The City agrees that the most recent of such Federal laws, regulations and directives will govern the administration of the Project at any particular time, except to the extent FTA determines otherwise in writing.

14.13 The City understands and agrees that it will make reference to the Catalog of Federal Domestic Assistance (CFDA) number (20500) for the 5309 Program in all its correspondence and reports including quarterly progress and single audit reports and invoices.

14.14 Notice will be given to the parties at the address specified below

unless otherwise notified in writing of any changes.

Notices to LACMTA shall be addressed to:

Scott Hartwell, Project Manager
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
MS: 99-23-2
Los Angeles, CA 90012

Notices to the City shall be addressed to:

Samuel Zneimer
South Pasadena City Manager's Office
1414 Mission Street
South Pasadena, CA 91030

14.15 The City shall address all correspondence to the FTA regarding this Project through the LACMTA Project Manager.

14.16 The City will advise LACMTA prior to any key Project staffing changes.

ATTACHMENTS:

- Attachment A: LACMTA Board Approval of the Metro Rapid Five-Year Implementation Plan
- Attachment B: Scope of Work
- Attachment C: Funding Plan
- Attachment D: Expenditure Plan
- Attachment E: Project Schedule
- Attachment F: Quarterly Progress/Expense Report
- Attachment G: Reporting & Expenditure Guidelines
- Attachment H: Project FTIP Sheet

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date written above.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____ Date
ARTHUR T. LEAHY
Chief Executive Officer

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By:  _____ Date
Deputy 8/14/14

CITY OF SOUTH PASADENA

By: _____ Date
SERGIO GONZALEZ
City Manager

ATTACHMENT A**10**

PLANNING AND PROGRAMMING COMMITTEE
September 18, 2002

10

Metropolitan
Transportation
Authority

One Gateway Plaza
Los Angeles, CA
90012-2952

SUBJECT: METRO RAPID FIVE-YEAR IMPLEMENTATION PLAN

ACTION: APPROVE IMPLEMENTATION OF THE METRO RAPID FIVE-YEAR IMPLEMENTATION PLAN

RECOMMENDATIONS

- A. Adopt the Metro Rapid Five-Year Implementation Plan report findings and accelerated, phased countywide expansion plan (Attachment A);
- B. Set aside \$92.3 million of future regional funds to complete the Metro Rapid Five-Year Implementation Plan (Attachment A, Table 10);
- C. Amend the FY 2003 Special Revenue budget to include \$3.8 million for Phase II station construction. Funds are included in the FY 2002 Regional TIP for this purpose;
- D. Authorize the Chief Executive Officer to negotiate and execute agreements with the local jurisdictions in each corridor so as to expedite deployment of the Five-Year Implementation Plan.

ISSUE

In February 2002, MTA adopted the Metro Rapid Expansion Program, a conceptual plan for expanding the Metro Rapid Demonstration Program. The Expansion Program recommended implementing countywide Metro Rapid service, and included a selection process for evaluating the merits of candidate corridors. To build on the program's success, the Board requested that staff develop an accelerated deployment plan and return to the Board for consideration.

Staff is presenting a Metro Rapid Five-Year Implementation Plan which recommends dedicating \$92.3 million of regional funds to implement 24 lines on an accelerated schedule by 2008. This recommended funding will be used to construct bus signal priority, stations, and related communications equipment.

This Plan was developed following a rigorous selection process to identify both MTA and Municipal Operator corridors where Metro Rapid Program service would best meet the needs of transit patrons (Attachment A). Corridors were evaluated on the basis of existing success (current transit service), potential success (corridor transit potential), and the need for transit (corridor transit dependence). As a result of the

above process, 24 corridors have been identified for inclusion in the Metro Rapid Five-Year Implementation Plan.

POLICY IMPLICATIONS

The purpose of the Metro Rapid Five-year Implementation Plan is to introduce a new, high quality mode of transit that will offer faster travel choices for bus riders, especially the transit-dependent. The Metro Rapid Program is an integral part of the adopted Long Range Transportation Plan.

OPTIONS

Options considered include (1) continuing to operate Metro Rapid along the two demonstration corridors, but not expanding the Metro Rapid Program beyond these corridors, and (2) expanding the demonstration program with one or two additional corridors and evaluating the results of the expanded demonstration prior to recommending a countywide system expansion of the program. Option 1 is not recommended because of the success of the Metro Rapid Demonstration Program. Passenger travel times and service quality have been improved to the point that they are now noticed and appreciated by the public. Ridership has increased significantly as a result. Option 2 is not recommended because data from the two Demonstration lines was found to be more than adequate to develop reliable and consistent findings and recommendations.

FINANCIAL IMPACT

Operating and capital cost estimates presented in the Implementation Plan are predicated on the following assumptions.

Operating costs – Implementation of the Broadway and Vermont corridors in December 2002 is scheduled at approximately 5,300 revenue service hours (\$1.1 million) more than pre-existing levels during FY 2003. Funds to implement these services are available within the existing FY 2003 budget.

When complete in FY 2008, the Implementation Plan provides a net increase of 15,646 annual revenue hours for the 24 expansion corridors over the pre-existing service levels in those corridors. This increase in service is within the levels assumed in the 10-year forecast. However, based on ridership increases experienced on the two Metro Rapid demonstration corridors, it is likely that additional capacity will be needed beyond the above funding. In such cases, staff will develop for Board consideration corridor-specific plans to cover the increase in operating costs.

Capital Costs – Capital cost estimates are derived from the Metro Rapid Demonstration Program. Given the same design and quality of station construction, the same bus signal priority and “next trip” display technology, and additional equipment to maintain and monitor each corridor, one-time capital costs associated with implementing the entire program are estimated at \$110.5 million, escalated (Five-Year Implementation Plan, Table 10).

Funding for the continued implementation of Phase II is consistent with the 10-year financial forecast and included in the Long Range Transportation Plan but not in the MTA FY 2003 budget. Approval of this action would direct staff to include Phase II capital expenditures and revenues in MTA's Special Revenue budget. Approximately \$4.5 million will be transferred from the MTA Capital budget since the assets constructed will not become MTA property. Additionally, the FY 2003 Budget does not include station construction expenditures and revenues for Phase II of \$3.8 million that were approved by the State after the budget was prepared.

BACKGROUND

The Metro Rapid Demonstration Program has proven successful with the implementation of key attributes, including unique vehicle and station "branding", transit signal priority, special stations with "next trip" displays and information kiosks, and "rail-like" operating characteristics. This has resulted in passenger travel times reduced by approximately 25 percent and a nearly 40 percent increase in ridership, with one-third of the increase new to public transit. Based on this success, staff developed the Metro Rapid Expansion Program and presented it to the Board in February 2002. The Expansion Program identified the corridors which best met the programs' goals and objectives, and recommended a phasing plan designed to construct a network of Metro Rapid service over the next eleven years.

Accelerated Deployment

At the Board's request to accelerate deployment of the Metro Rapid Program, staff developed the Metro Rapid Five-year Implementation Plan (Attachment A). The Implementation Plan identifies the operating and capital costs associated with constructing and operating each corridor, and proposes a five-phase accelerated deployment schedule significantly shorter than that presented in the original Expansion Program. While significant staff work will be needed to refine the Plan as it moves forward to actual implementation, the accelerated schedule is achievable, contingent on resolving the following issues.

A construction and implementation critical path was developed for the initial phase of the Metro Rapid expansion program. Issues considered in the critical path included station design, fabrication, and installation; signal priority design, construction, and testing; vehicle procurement and make-ready; schedule development and operational training; marketing campaigns; and execution of the contracts and agreements necessary to fund the construction program. Two key elements in the critical path were the station construction and signal priority implementation schedules.

While it is unlikely that the station construction contract between the City of Los Angeles and MTA will be executed in time to complete construction prior to the opening of the first two expansion corridors planned for this December (Vermont and Broadway), it is expected that station development will keep pace with the Metro Rapid phased corridor implementation plan after that point.

The critical element in the Metro Rapid expansion schedule is the construction of bus signal priority in the City of Los Angeles, Los Angeles County, and other cities. The City of Los Angeles is currently capable of deploying approximately 20 miles of signal priority per year. The City believes, however, that they can double the current rate of construction *provided* that additional resources are made available either through LADOT in-house staffing or a contractor. Accelerated implementation of the Five-Year Implementation Plan is dependent on LADOT resolving this important issue.

The County of Los Angeles recently began bus signal priority construction along Whittier Boulevard as part of the Wilshire/Whittier Metro Rapid. The City of Beverly Hills will soon begin construction along Wilshire Boulevard, also as part of the Wilshire/Whittier Metro Rapid. Staff will work closely with the cities in each corridor to expedite bus signal priority construction as future corridors are implemented. Table 7 of the Five-Year Implementation Plan presents the accelerated deployment schedule.

Deployment Within Available Revenue

The Five-Year Implementation Plan assumes deployment of all Phase II Metro Rapid corridors within available operating revenues. In order to meet this financial objective, and taking into account the efficiency improvements resulting from both faster operating speeds and restructured operator schedules, the following modifications in Metro Rapid attributes were made. Staff will identify additional operating hours should ridership exceed the added capacity.

- *Seven Day Service* – the policy of providing Metro Rapid service seven days a week has been modified to allow deployment only within available revenue. In some cases, operation of six or seven day schedules is appropriate regardless of operating cost constraints; in other cases expansion to a seven day service is sound only if funds become available. The proposed span of Metro Rapid service recommends that 6 of the 24 Metro Rapid expansion corridors operate seven-days a week, 5 operate weekdays and Saturdays, 6 operate all-day on just weekdays, and 7 operate in just weekday peak periods.
- *Minimum Service Frequencies* – the Metro Rapid program calls for very frequent service as one of the basic attributes, with at least 10-minute peak and 12-minute off-peak service in order to attract riders. However, 19 of the planned 24 Metro Rapid expansion corridors will initially not meet these minimum standard frequencies. The impact of less frequent service will vary from corridor to corridor, but will result in less ridership growth until additional service can be added.
- *Service Capacity* – when implementing the Metro Rapid Demonstration Program, additional capacity was deployed from the outset. On one corridor (Ventura) this capacity was adequate for passenger needs. However, the second corridor (Wilshire/Whittier) has required ongoing increases in capacity to meet ridership growth. Expansion of Metro Rapid service within available operating revenue requires that each line be scheduled as close to existing hours as possible while

allowing the miles to increase due to increased operating speeds and schedule restructuring. It is anticipated that additional operating resources may be needed to meet ridership demand.

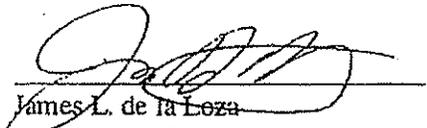
NEXT STEPS

Consistent with the proposed phasing plan, and working closely with each Service Sector, agreements will be executed with local jurisdictions to design and construct the signal priority and station elements of the program. To expedite implementation, staff will work with the Municipal Operators to accelerate those corridors which have been prepared for Metro Rapid deployment. Improvements to both the system attributes and operational performance of the program will be made, in part, based on the results of a recent MTA-sponsored Metro Rapid operator/customer survey. Consistent with the survey recommendations, staff will consider implementing one or more of the Metro Rapid attributes on other regional corridors in an effort to expand the program's qualities as quickly as possible. Staff will return to the Board with progress reports as Metro Rapid corridors are implemented.

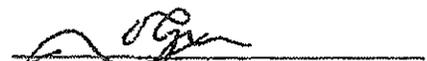
ATTACHMENT

A. Metro Rapid Five-Year Implementation Plan

Prepared by: Rex Gephart, Project Manager
Long Range Planning & Coordination



James L. de la Loza
Executive Officer
Countywide Planning & Development



Roger Snoble
Chief Executive Officer

Metro *Rapid*

LOS ANGELES

Five Year Implementation Plan



Prepared by:



August 2002

Metro Rapid

LOS ANGELES

Five Year Implementation Plan

1 Five Year Implementation Plan Background

1.1 Metro Rapid Demonstration

In March 1999 the MTA Board of Directors approved a two-corridor Metro Rapid Demonstration Program based on a purpose and need assessment that followed a visit to the very successful system in Curitiba, Brazil, by some MTA Board members and staff. In June 2000, together with the San Fernando Valley extension of the Metro Red Line, MTA introduced Metro Rapid Lines 720 and 750 serving the Wilshire-Whittier and Ventura corridors, respectively. From the first day, the demonstration has proven successful with the implementation of key Metro Rapid attributes, including unique vehicle and station "branding", transit signal priority, special stations with "next trip" displays and information kiosks, and "rail-like" operating characteristics. This has resulted in passenger travel times reduced by at least 25 percent and a nearly 40 percent increase in ridership, with one-third of the increase new riders to public transit. MTA's Metro Rapid program has become a model for other transit systems in both North American and overseas.

1.2 Expansion Program

Based on this success, staff developed the Metro Rapid Expansion Program and presented it to the Board in February 2002. The Expansion Program identified over 20 corridors which best met the Metro Rapid program goals and objectives, and recommended a phasing plan designed to construct a network of Metro Rapid service over the next eleven years. The Board approved the expansion program for Metro Rapid, but requested an accelerated deployment of the Metro Rapid Program.



2 Accelerated Deployment

Working together with the City of Los Angeles, MTA has prepared an accelerated deployment Five Year Metro Rapid Implementation Plan. The Implementation Plan identifies the operating and capital costs associated with constructing and operating each corridor, and proposes an accelerated deployment schedule significantly shorter than that presented in the original Expansion Program. While significant staff work will be needed to refine the Plan as it moves forward to actual implementation, the accelerated schedule is achievable, contingent on resolving certain issues.





A construction and implementation critical path was developed for the initial phase of the Metro Rapid expansion program. Issues considered in the critical path included station design, fabrication, and installation; signal priority design, construction, and testing; vehicle procurement and make-ready; schedule development and operational training; marketing campaigns; and execution of the contracts and agreements necessary to fund the station construction and signal priority programs. The two key elements in the critical path were the station construction and signal priority implementation schedules.

2.1 Station Construction

It is unlikely that the station construction contract between the City of Los Angeles and MTA utilizing the City's new shelter advertising contractor, Viacom Decaux, will be executed in time to complete construction prior to the opening of the first two expansion corridors currently planned for December 2002. Consequently, it is recommended that implementation of these first two expansion lines move forward with temporary stations, as was done with the demonstration lines. It is expected that station development in the City of Los Angeles will keep pace with Metro Rapid corridor implementation after that point and will not be a further issue.

A second issue centers on construction of Metro Rapid stations in other cities and in the County of Los Angeles. To date, MTA has not constructed stations outside the City of Los Angeles, but is moving ahead with developing the necessary agreements to make this possible. It is anticipated that these agreements will be in place in time to meet station construction schedules for June and December 2003.

2.2 Signal Priority

The second issue in the Metro Rapid expansion schedule was found to be the signal priority construction schedule. To date, LADOT has installed and operated all of the transit signal priority, including certain areas outside of the City of Los Angeles under inter-local agreements. At the same time, MTA has been in the process of developing a test of an alternative transit priority system along a segment of Crenshaw Boulevard for the past several years and is likely to be ready for operational testing in 2003. Regardless, the Five Year Metro Rapid Implementation Plan calls for continued reliance on LADOT's highly successful signal priority system wherever feasible. The LADOT priority system has proven to be very reliable while achieving significant time savings for Metro Rapid without noticeable impact on other traffic and at minimal operating and capital cost.

LADOT is currently capable of deploying approximately 20 miles of signal priority per year. LADOT believes, however, that they can double the current rate of construction to over 40 miles annually provided that





additional resources are made available either through in-house staffing or a contractor. This accelerated rate of construction is anticipated to reduce the Metro Rapid deployment schedule from eleven years to six years (the current fiscal year, plus the next five), recognizing that the City of Los Angeles comprises only 2/3 of the entire 357 miles of planned Metro Rapid service.

2.3 Other Issues

The only other issue that had a possible impact on accelerated deployment was the availability of suitable transit vehicles for Metro Rapid service. Metro Rapid calls for operation of low-floor standard or high capacity buses. MTA has enough NABI low-floor CNG coaches, like those currently in operation of the Metro Rapid demonstration lines, to meet immediate term needs if they are "rebranded" and transferred to Metro Rapid. The high capacity vehicle procurement currently underway will provide the necessary vehicles for the balance of the five-year Metro Rapid implementation.

3 Operational Plan

The successful operation of the Phase I demonstration formed the basis of the operational elements for the Five Year Metro Rapid Implementation Plan. No fundamental changes are proposed.

3.1 Metro Rapid Attributes

Metro Rapid is defined by a number of attributes that contribute to its success, as shown below.

Attribute	Phase I Demonstration	Phase II
1. Frequent Service	Yes	Yes
2. Bus Signal Priority	Yes	Yes
3. Headway-based Schedules	Yes	Yes
4. Simple Route Layout	Yes	Yes
5. Less Frequent Stops	Yes	Yes
6. Integrated with Local Bus Service	Yes	Yes
7. Level Boarding and Alighting	Yes	Yes
8. "Branded" Buses and Stations	Yes	Yes





Attribute	Phase I Demonstration	Phase II
9. High Capacity Buses	No	Yes
10. Exclusive Lanes	No	Yes
11. All-Door Boarding	No	Yes

MTA reviewed the various attributes demonstrated in Phase I and those planned in Phase II to determine their continued viability.

The basic service attributes of frequent service, headway-based schedules, simple route layout, less frequent stops, integration with local bus service, and level boarding and alighting have all clearly resulted in a superior transit service based on customer, operator, and street supervisor reports. The remaining attributes involve additional capital investment by MTA and warrant additional discussion.

- Bus Signal Priority - analysis of LADOT's bus signal priority system indicates that it has improved running times by some 8-10 percent, while simultaneously improving headway reliability by actively minimizing vehicle bunching. Both faster and more reliable operations are major customer attractors that directly result in increased ridership and revenue. As well, the reduced round trip cycle times attributable to bus signal priority directly reduce operating and capital expenses. For instance, the speed improvement on Line 720 serving Wilshire-Whittier translates into running time savings of 10-12 minutes per round trip, reducing operating expenses by some \$500,000 annually and eliminating the need for 3-5 peak vehicles, saving between \$1.05 and \$1.4 million in capital costs. This makes implementation of bus signal priority a very good return on investment for MTA.
- "Branded" Buses and Stations - MTA's original model for Metro Rapid was Curitiba, Brazil's now famous Bus Rapid Transit, which had "branded" services. The vehicle branding results in little capital cost, but requires MTA Operations and Maintenance to have two fleets ready every day, Metro Rapid and local. This has not been an issue as MTA Operations and Maintenance has done an excellent job in delivering the vehicles and service every day without increased cost. The "branded" stations have also received positive response from customers, operators, and street supervisors. The aspects most often cited: clear differentiation from local service, consistent with "rail-like" higher quality service including kiosks and "real-time" passenger information, longer distance visibility, station gates which help pre-queue





passengers for boarding and allow for more precise operator placement of the vehicle thereby minimizing dwell times, and few complaints from adjacent property owners. There also have been suggestions both internally and externally regarding ways to further refine the stations to make them even more effective. This is part of the five year implementation plan.

- High Capacity Buses – MTA commissioned a detailed review of the potential opportunities to use high capacity buses in both regular and Metro Rapid service. The report found that today's 45-foot buses and 60-foot articulated buses were mature cost-effective vehicles and had significant application for MTA in both Metro Rapid and regular operations. While the five year financial plan presented here is based on operation of the current 40-foot transit bus, the Plan will be updated for operation of high capacity vehicles as the availability and cost of these buses becomes known (MTA has just released a vehicle procurement for these buses).
- Exclusive Lanes – MTA in concert with the City of Los Angeles is initiating a test of exclusive lanes for Metro Rapid along Wilshire Boulevard in West Los Angeles. While it is clear that exclusive lanes will greatly help speed Metro Rapid service in congested areas, their benefit is less clear in areas of less or no congestion. While the Five Year Metro Rapid Implementation Plan presented here does not include exclusive lanes, the Plan will be updated based on the findings of the Wilshire test.
- All-Door Boarding – the MTA Universal Fare system includes the capability for boarding passengers with Smart Cards through the rear door(s). While expectations are that all-door boarding will reduce station dwell times, the benefit depends on passenger volumes. The Plan presented here does not include this capability, but it will be considered once testing is undertaken. If there are significant benefits, then the Plan will be refined to include this capability for all-door boarding.

3.2 Metro Rapid Service Providers

The Phase II Metro Rapid program calls for expansion of the service area to much of Los Angeles County. While most of the planned Metro Rapid services fall within MTA's historic service corridors, four lines do not and would be potential candidates for operation by municipal operators. The lines and likely operators are:

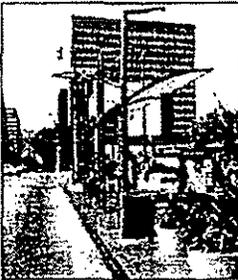


- Pico Santa Monica Municipal Bus Lines
- Sepulveda Culver City Municipal Bus Lines
- Torrance-Long Beach Torrance Transit
- Lincoln Santa Monica Municipal Bus Lines

This Plan calls for the same attributes, operating protocols, and branding to ensure a consistent "product" for the customer regardless of operator. MTA will be continuing to work closely with these Municipal operators regarding Metro Rapid implementation.

3.3 Deployment Within Available Revenue

Previous Board action provided funds for capital requirements, but did not include additional operating funds. Consequently, the Metro Rapid Implementation Plan assumes a deployment of Phase II corridors that is funded with available operating revenues. In order to meet this financial requirement, and taking into account the efficiency improvements resulting from both faster operating speeds and restructured operator schedules, the following modifications in Metro Rapid attributes were made:



- Seven Day Service - the policy of providing Metro Rapid service seven days a week has been modified to allow deployment only where appropriate from an operating cost standpoint. In some cases, operation of six or seven day schedules is appropriate regardless of operating cost constraints; in other cases expansion to a seven day service is sound only if funds become available. The proposed span of Metro Rapid service recommends that 6 of the 24 Metro Rapid expansion corridors operate seven-days a week, 5 operate weekdays and Saturdays, 6 operate all-day on just weekdays, and 7 operate in just weekday peak periods.
- Minimum Service Frequencies - the Metro Rapid program calls for very frequent service as one of the basic attributes, with at least 10-minute peak and 12-minute off-peak service in order to attract riders. However, 19 of the planned 24 Metro Rapid expansion corridors will not meet these minimum standard frequencies as currently proposed. The impact of less frequent service will vary from corridor to corridor, but will result in less ridership growth compared with the demonstration corridors which met the minimum requirements on opening day.
- Service Capacity - the Metro Rapid Demonstration Program deployed additional capacity from the outset. On one corridor (Ventura) this capacity was adequate for passenger needs. However, the second corridor (Wilshire/Whittier) has required ongoing increases in capacity to meet ridership growth.





Expansion of Metro Rapid service within available operating revenue requires that each line be scheduled as close to existing hours as possible while allowing the miles to increase due to increased operating speeds and schedule restructuring. It is anticipated that additional operating resources may be needed to meet ridership demand.

Implementation of Metro Rapid service attributes as originally adopted in the Long Range Transportation Plan (LRTP) will require additional resources. Given the need to work within existing budget limitations, the most likely source of these additional resources will be through service restructuring efficiencies achieved in conjunction with the Service Sectors and Area Teams.

3.4 Development of Corridor Service Plans

The expansion of Metro Rapid service calls for developing corridor service plans that efficiently utilize vehicle and labor resources in order to maximize service growth within existing operating revenue. To achieve this efficiency, the development of service plans for each corridor involves several essential steps:

- Review corridor ridership and characteristics to identify preliminary corridor alignment, station locations, and terminal sites.
- Continue policy whereby all station maintenance costs are funded through advertising and/or local jurisdictions.
- Review current service spans, frequencies, and running times
- Identify service periods during which Metro Rapid service would be provided (e.g., weekday peak, weekday midday, later evenings, Saturdays, and Sundays)
- Develop specific service frequencies by time of day and running times for both Metro Rapid and local services
- Prepare "pilot" Metro Rapid and local operating schedules for costing purposes (these will need considerable refinement for actual implementation)
- Determine service hours, miles, and peak vehicles by corridor and service type
- Determine additional TOS and BOC needs; plan calls for one dedicated TOS in the field during Metro Rapid operations and each BOC staff to handle 5-6 Metro Rapid lines when implementation is completed (*the investment in BOC/TOS support*)



has proven to improve cost efficiency through the ability to maintain reduced running times and decreased vehicle bunching).

The service plans provided the basis for determining Metro Rapid operating and capital costs.

4 Proposed Metro Rapid Services

The proposed corridor services are those presented in the February 2002 Metro Rapid Expansion Program with three modifications based on continued refinement in developing the Implementation Plan.

- South Broadway
- Vermont
- Florence
- Van Nuys
- Soto
- Crenshaw-Rossmore
- Pico (*two branch line consolidated onto only the Pico corridor*)
- Santa Monica
- Hawthorne
- Long Beach Ave
- Hollywood-Fairfax-Pasadena
- Western
- Beverly
- Vernon-La Cienega
- Atlantic
- Central
- San Fernando-Lankershim (*San Fernando split into two lines*)
- West Olympic
- Garvey-Chavez
- Manchester
- San Fernando (south) (*San Fernando split into two lines*)
- Sepulveda (south)
- Torrance-Long Beach
- Lincoln

4.1 Corridor Characteristics and Phasing

The proposed corridor characteristics including length of the Metro Rapid line, number and type of stations, and average station spacing are presented in Table 1.

Table 1 also presents the Metro Rapid implementation groups in five phases. The phase groupings were based on:



- Phase IIA Expand the network by introducing key connections
- Phase IIB Introduce Metro Rapid on some of the region's heaviest corridors while continuing development of the network
- Phases IIC-IIE Continue network development while focusing on major corridors

4.2 Proposed Service Levels

The proposed Metro Rapid service is tailored to the current corridor needs while staying within available operating revenue. The proposed service spans and days of operation are presented in Table 2.

Table 3 presents the proposed service frequencies on each corridor. The frequencies shown are the combined local and Metro Rapid service and provide an indication of planned corridor capacity with Metro Rapid.

5 Metro Rapid Corridor Costs

Metro Rapid corridor operating and capital costs have been estimated based on the planned services and the facilities, vehicles, and staff needed to support the operation.

5.1 Service Requirements



Table 4 presents the estimated service trips, revenue hours and miles, and peak vehicles required for the corridor, including both local and Metro Rapid services in comparison with current services. As well, Table 4 provides a breakout of peak and total Metro Rapid buses required by line.

The introduction of Metro Rapid will result in almost no change in peak vehicles and revenue hours, while providing a 9-10 percent increase in both service trips and revenue miles. This is the result of Metro Rapid's faster running.

5.2 Operating Costs

Table 5 indicates the estimated annual operating costs for each of the Metro Rapid corridors based on the most recent available MTA cost allocation model for marginal costing. The incremental operating cost of implementing Metro Rapid over the current service operation is also included, as well as the estimated cost of operations support staff, including bus operations control center and transit operations supervision.

Metro Rapid will result in an increase of approximately \$11.6 million in additional annual costs for the 24 expansion lines. This will be offset by an additional \$6.5 million in estimated new passenger revenue.



5.3 Capital Costs

Table 6 presents the estimated capital costs for Metro Rapid, including stations, signal priority, revenue and non-revenue vehicles, and expansion of the Bus Operations Control Center. The overall capital cost of \$101.9 million is just over \$250,000 per mile for the additional 357 miles included in the Metro Rapid expansion program.

6 Metro Rapid Implementation Phasing

The Metro Rapid corridor implementation was phased based on both network expansion needs and the goal of expediting deployment of Metro Rapid on the heaviest corridors. The expansion of the LADOT bus signal priority system also influenced the phasing by limiting the number of line miles installed annually. Table 7 presents the proposed Metro Rapid five year implementation phasing.

7 Metro Rapid Financial Plan

Based on the planned Five Year Implementation Plan for Metro Rapid, a financial plan was prepared.

Table 8 presents the annual operating costs.

Table 9 presents the annual capital costs.

Table 10 presents the annual funding requirements.

8 Metro Rapid Implementation

This Five Year Implementation Plan provides the initial groundwork for developing the full network of Metro Rapid services. There is much additional work and refinement that will take place prior to the actual startup of services:

- Finalize alignments, station locations, and end-of-line terminals, including station layouts
- Refine the original station design to improve effectiveness, increase deployment opportunities, and reduce operating and capital costs; develop final station construction plan
- Identify opportunities for exclusive lane segments
- Finalize signal priority and passenger information display technology throughout the system
- Construct stations and any exclusive lane segments



- Install signal priority and passenger information display technology
- Refine of draft operating schedules
- Secure and prepare the Metro Rapid fleet, including consideration of upcoming high capacity buses for Metro Rapid operation
- Select and train operations staff
- Secure all necessary agreements required for implementation

The schedule for implementation of Metro Rapid Phase IIA is at present:

- December 2002 – South Broadway and Vermont
- June 2003 – Florence and Van Nuys
- December 2003 – Soto and Crenshaw-Rossmore

Throughout the implementation process will be close coordination among MTA's Metro Rapid group, MTA's Service Sectors, municipal operators, and local jurisdictions.

Metro Rapid Expansion Program



Metro Rapid Phase I —

- Ventura
- Wilshire-Whittier

Metro Rapid Phase II A —

- South Broadway
- Vermont
- Florence
- Van Nuys
- Soto
- Crenshaw-Rossmore

Metro Rapid Phase II B —

- Pico
- Santa Monica
- Hawthorne
- Long Beach Blvd

Metro Rapid Phase II C —

- Hollywood-Fairfax-Pasadena
- Western
- Beverly
- Vernon-La Cienega

Metro Rapid Phase II D —

- Atlantic
- Central
- San Fernando-Lankershim
- West Olympic

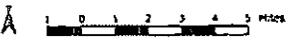
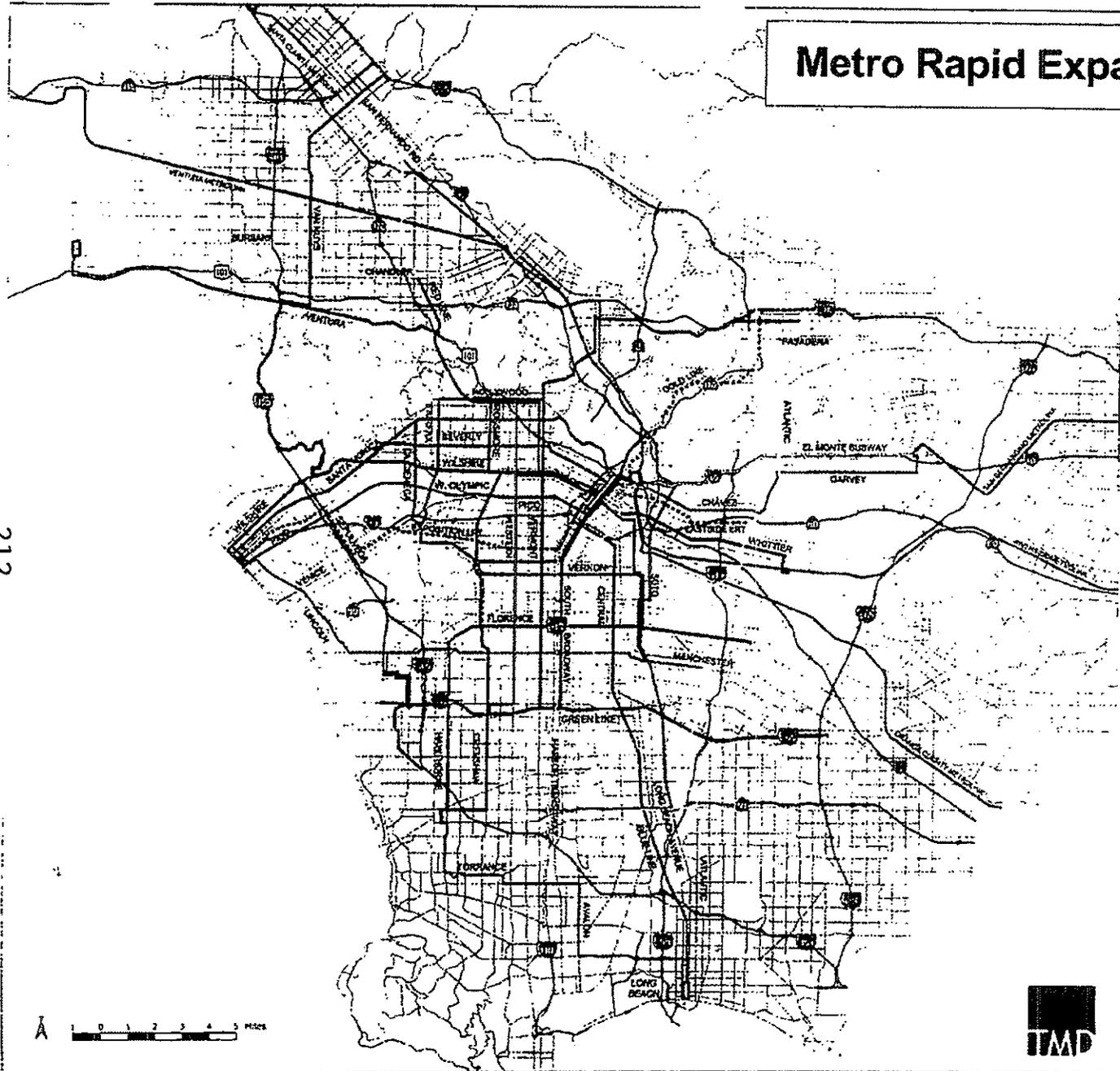
Metro Rapid Phase II E —

- Garvey-Chavez
- Manchester
- San Fernando (south)
- Sepulveda (south)
- Torrance-Long Beach
- Lincoln

Metro Rapid Transitways
 Existing Proposed

Metro Rail
 — Existing - - - - Under Construction or Planned

Metro Link —



**Table 1
Metro Rapid Corridor Characteristics**

	Metro Rapid Line	Line Miles	Station Pairs	Average Station Spacing (miles)
PHASE II A	South Broadway	10.5	16	0.66
	Vermont	11.9	17	0.70
	Florence	10.3	13	0.79
	Van Nuys	21.4	20	1.07
	Soto	10.0	15	0.67
	Crenshaw-Rossmore	18.8	22	0.85
PHASE II B	Pico	17.3	27	0.64
	San Monica	20.2	27	0.75
	Hawthorne	18.7	23	0.81
	Long Beach Blvd	15.3	23	0.67
PHASE II C	Hollywood-Fairfax-Pasadena	21.5	27	0.80
	Western	13.1	19	0.69
	Beverly	11.0	16	0.69
	Vernon-La Cienega	16.5	23	0.72
PHASE II D	Atlantic	25.1	27	0.93
	Central	10.6	13	0.81
	San Fernando-Lankershim	9.9	10	0.99
	West Olympic	12.1	21	0.58
PHASE II E	Garvey-Chavez	14.7	22	0.67
	Manchester	13.5	15	0.90
	San Fernando (south)	13.6	18	0.76
	Sepulveda (south)	12.8	16	0.80
	Torrance-Long Beach	15.6	20	0.78
	Lincoln	12.1	13	0.93
	Total Phase II	356.5	460	0.78

**Table 2
Metro Rapid Corridor Proposed Service Spans**

		Weekday Peak	Weekday Midday	Weekday Evening¹	Saturday	Sunday
PHASE II A	South Broadway	X	X	X	X	X
	Vermont	X	X	X	X	X
	Florence	X	X		X	X
	Van Nuys	X	X	X	X	X
	Soto	X	X		X	
	Crenshaw-Rossmore	X	X			
PHASE II B	Pico	X	X	X	X	X
	Santa Monica	X	X	X	X	X
	Hawthorne	X	X		X	
	Long Beach Blvd	X	X		X	X
PHASE II C	Hollywood-Fairfax-Pasadena	X	X			
	Western	X	X	X	X	X
	Beverly	X				
	Vernon-La Cienega	X				
PHASE II D	Atlantic	X				
	Central	X				
	San Fernando-Lankershim	X	X			
	West Olympic	X	X			
PHASE II E	Garvey-Chavez	X	X		X	
	Manchester	X				
	San Fernando (south)	X	X			
	Sepulveda (south)	X				
	Torrance-Long Beach	X				
	Lincoln	X	X			

¹ Weekday evening indicates service that operates after 9:00 pm.

Table 3
Metro Rapid Corridor Frequency Comparison (in minutes)

Metro Rapid Line	All Peak			Off Peak			PM Peak			Evening			Sunday			
	Existing	Proposed	% Change													
South Broadway	27	28	0.1	4.3%	10.0	7.5	2.5	25.0%	3.5	3.3	0.2	4.0%	10.0	7.3	2.6	26.0%
Vermont	3.0	2.8	0.1	4.0%	5.0	4.6	0.4	7.7%	3.0	2.8	0.1	4.8%	8.0	4.8	3.2	39.0%
Riverside	5.0	6.5	0.0	0.0%	11.0	10.0	1.0	9.1%	8.0	8.0	0.0	0.0%	10.0	10.0	0.0	0.0%
Van Nuys	6.5	6.0	0.5	7.7%	13.0	9.8	3.4	26.0%	7.5	6.0	1.5	20.0%	12.0	6.6	5.4	45.0%
Solo	6.0	6.5	0.5	8.3%	8.0	8.0	0.4	4.9%	6.0	6.0	0.0	0.0%	12.0	10.0	2.0	16.7%
Cheshire-Rosemead	8.2	6.0	0.2	2.4%	13.0	10.0	2.0	15.4%	8.0	6.0	2.0	25.0%	12.0	10.0	2.0	16.7%
Pico	3.0	3.0	0.0	0.0%	7.5	6.7	0.8	10.7%	5.5	5.3	0.2	4.0%	6.0	6.0	0.0	0.0%
Santa Monica	3.4	3.4	0.0	0.0%	8.0	8.0	0.0	0.0%	5.0	5.3	0.3	6.0%	7.0	8.8	1.8	25.7%
Northside	6.0	6.0	0.0	0.0%	10.0	9.5	0.5	5.0%	6.0	6.0	0.0	0.0%	10.0	8.6	1.4	14.0%
Long Beach Blvd	4.0	3.3	0.7	17.5%	3.5	2.5	1.0	28.6%	3.4	3.3	0.1	3.0%	5.0	3.5	1.5	30.0%
Northwood-Elites-Ferriss	7.5	8.0	0.5	6.7%	12.0	10.0	2.0	16.7%	7.5	6.0	1.5	20.0%	8.0	8.0	0.0	0.0%
Wilson	5.0	4.8	0.4	7.7%	6.0	6.4	0.6	9.8%	4.0	3.6	0.5	11.4%	6.0	6.0	0.0	0.0%
Sliverly	8.5	9.0	0.6	7.1%	6.5	6.9	0.4	7.7%	6.5	6.9	0.4	7.7%	6.5	6.9	0.4	7.7%
Vermont-La Cienega	7.0	6.7	0.3	4.3%	7.0	6.7	0.3	4.3%	7.0	6.7	0.3	4.3%	7.0	6.7	0.3	4.3%
Atlantic	6.1	6.0	0.5	8.2%	10.0	8.6	1.4	14.0%	10.0	8.6	1.4	14.0%	10.0	8.6	1.4	14.0%
Central	4.0	4.0	0.0	0.0%	8.0	9.5	0.5	6.3%	8.0	9.5	0.5	6.3%	8.0	9.5	0.5	6.3%
San Fernando-Lakeview	5.0	6.5	1.5	30.0%	10.0	8.6	1.4	14.0%	8.0	4.4	3.6	44.8%	10.0	8.6	1.4	14.0%
West Olympic	2.5	2.7	0.1	4.0%	5.0	7.5	0.4	8.0%	4.5	3.0	0.2	8.0%	5.0	3.0	0.2	8.0%
Quincy-Chavez	4.5	5.4	0.9	20.0%	6.0	6.0	0.0	0.0%	4.0	3.8	0.2	5.0%	6.0	6.0	0.0	0.0%
Manchester	3.2	3.0	0.2	6.3%	6.0	6.0	0.0	0.0%	6.0	6.0	0.0	0.0%	6.0	6.0	0.0	0.0%
San Fernando (south)	8.0	6.8	0.4	5.0%	12.0	10.0	2.0	16.7%	6.5	6.0	0.5	7.7%	12.0	10.0	2.0	16.7%
Siencastle (south)	12.0	10.0	2.0	16.7%	15.0	12.0	3.0	20.0%	15.0	12.0	3.0	20.0%	15.0	12.0	3.0	20.0%
Fontaine-Long Beach	10.0	10.0	0.0	0.0%	10.0	10.0	0.0	0.0%	10.0	10.0	0.0	0.0%	10.0	10.0	0.0	0.0%
Uptown	6.1	6.8	0.6	9.8%	6.5	6.8	0.3	4.6%	6.5	6.8	0.3	4.6%	6.5	6.8	0.3	4.6%
Average	6.1	6.8	0.6	9.8%	6.1	6.8	0.6	9.8%	6.1	6.8	0.6	9.8%	6.1	6.8	0.6	9.8%

Table 4
Corridor Service Requirement Comparison

Metro Rapid Line	Corridor Daily Trips				Corridor Peak Vehicles				Annual Corridor Business Miles				Annual Corridor Business Miles				Regional Metro Rapid Peak			
	Existing	Proposed	Change	% Change	Existing	Proposed	Change	% Change	Existing	Proposed	Change	% Change	Existing	Proposed	Change	% Change	AM Peak	PM Peak	Booms (5%)	Total
South Broadway	204	338	134	65.7%	43	43	0	0%	132,617	132,618	1	0.0%	1,584,879	1,641,748	56,869	3.6%	22	20	2	27
Verment	415	515	100	24.1%	32	00	(32)	-100%	183,775	184,858	1,083	0.6%	1,881,100	2,102,720	221,620	11.8%	34	32	2	41
Forence	242	249	7	2.9%	25	26	1	4.0%	80,513	81,271	758	0.9%	1,223,002	1,301,931	78,929	6.4%	9	10	1	17
Van Ness	204	255	51	25.0%	28	29	1	3.6%	113,378	113,910	532	0.5%	1,457,281	1,576,214	118,933	8.2%	13	20	7	24
Club	287	304	17	5.9%	22	21	(1)	-4.5%	101,553	102,165	612	0.6%	1,000,007	1,112,222	112,215	11.2%	15	15	0	19
Compton-Rosemead	208	200	(8)	-3.8%	31	31	0	0%	109,200	109,816	616	0.6%	1,241,287	1,353,950	112,663	9.1%	18	18	0	22
Red	348	370	22	6.3%	60	62	2	3.3%	254,743	258,011	3,268	1.3%	2,000,773	2,071,879	71,106	3.6%	24	21	3	32
San Joaquin	324	433	109	33.7%	55	54	(1)	-1.8%	214,705	207,845	(6,860)	-3.2%	2,253,308	2,093,988	(159,320)	-7.1%	28	27	1	45
Northgate	247	200	(47)	-19.0%	42	33	(9)	-21.4%	140,810	133,760	(7,050)	-5.0%	1,002,000	1,041,131	39,131	3.9%	21	20	1	30
Long Beach Blvd	211	244	33	15.6%	44	60	16	36.4%	163,821	170,808	6,987	4.3%	1,461,043	1,506,914	45,871	3.1%	20	25	5	28
Hollywood-Burbank	442	346	(96)	-21.7%	50	47	(3)	-6.0%	181,724	183,181	1,457	0.8%	1,802,181	2,004,104	201,923	11.2%	20	23	3	28
Warren	361	377	16	4.4%	36	37	1	2.8%	140,202	142,060	1,858	1.3%	1,500,740	1,720,661	219,921	14.6%	18	23	5	24
Beverly	100	100	0	0%	32	32	0	0%	107,769	108,327	558	0.5%	1,118,824	1,173,548	54,724	4.9%	8	8	0	10
Van Nuys	176	187	11	6.3%	28	28	0	0%	81,253	81,508	255	0.3%	1,113,208	1,109,883	(3,325)	-0.3%	14	15	1	19
Alhambra	142	154	12	8.5%	26	28	2	7.7%	60,271	63,224	2,953	4.9%	602,371	1,153,833	551,462	91.6%	13	15	2	20
Cherry	104	219	115	110.6%	24	23	(1)	-4.2%	74,824	70,037	(4,787)	-6.4%	871,370	822,045	(49,325)	-5.7%	10	10	0	12
San Francisco-Lakeview	121	121	0	0%	8	8	0	0%	18,457	18,437	(20)	-0.1%	300,000	300,000	0	0%	7	7	0	10
West Olympic	146	209	63	43.1%	42	43	1	2.4%	100,015	103,870	3,855	3.8%	1,397,005	1,574,317	177,312	12.7%	18	18	0	24
Cherry-Chavez	408	427	19	4.7%	45	44	(1)	-2.2%	192,770	198,778	6,008	3.1%	2,229,335	2,174,881	(54,454)	-2.4%	17	20	3	24
Northridge	178	184	6	3.4%	26	27	1	3.8%	81,004	81,264	260	0.3%	1,016,283	1,028,982	12,699	1.2%	11	10	(1)	14
San Fernando (South)	193	228	35	17.6%	37	31	(6)	-16.2%	120,556	113,004	(7,552)	-6.2%	1,718,031	1,644,141	(73,890)	-4.3%	12	14	2	17
San Fernando (North)	140	149	9	6.4%	15	15	0	0%	60,029	61,518	1,489	2.5%	602,700	633,545	30,845	5.1%	6	6	0	8
Tommy-Loy Beach	130	130	0	0%	11	14	3	27.3%	51,912	48,387	(3,525)	-6.8%	680,071	684,200	4,129	0.6%	4	4	0	5
Union	184	203	19	10.3%	17	18	1	5.9%	72,833	73,837	1,004	1.4%	810,139	811,042	903	0.1%	5	5	0	7
Total	8,266	8,817	551	6.7%	608	619	11	1.8%	2,887,871	2,849,311	(38,560)	-1.3%	31,111,151	34,884,805	3,773,654	12.1%	212	200	12	419

Note: Hollywood-Fairfax-Pasadena Metro Rapid utilizes over a combination of Line 217-Fairfax and Lines 169/181-Hollywood-Pasadena; this results in 2 local trips combined into one longer Metro Rapid trip, reducing the number of stops, but not services.

**Table 5
Annual Corridor Operating Cost Comparison**

	Metro Rapid Line	Existing ¹	Proposed ²	Net Change (Incremental Cost)	Percent Change
PHASE II A	South Broadway	\$7,331,000	\$8,484,000	\$1,153,000	15.7%
	Vermont	\$10,476,000	\$11,555,000	\$1,079,000	10.3%
	Florence	\$6,017,000	\$6,457,000	\$440,000	7.3%
	Van Nuys	\$6,929,000	\$7,605,000	\$676,000	9.8%
	Soto	\$5,752,000	\$6,186,000	\$434,000	7.5%
	Crenshaw-Rossmore	\$6,336,000	\$6,726,000	\$390,000	6.2%
PHASE II B	Pico	\$11,620,000	\$12,443,000	\$823,000	7.1%
	Santa Monica	\$12,329,000	\$12,829,000	\$500,000	4.1%
	Hawthorne	\$8,307,000	\$8,704,000	\$397,000	4.8%
	Long Beach Blvd	\$9,583,000	\$10,454,000	\$871,000	9.1%
PHASE II C	Hollywood-Fairfax-Pasadena	\$10,236,000	\$11,137,000	\$901,000	8.8%
	Western	\$8,297,000	\$8,859,000	\$562,000	6.8%
	Beverly	\$6,185,000	\$6,441,000	\$256,000	4.1%
	Vernon-La Cienega	\$5,528,000	\$5,648,000	\$120,000	2.2%
PHASE II D	Atlanto	\$5,394,000	\$5,860,000	\$466,000	8.6%
	Central	\$4,484,000	\$4,731,000	\$247,000	5.5%
	San Fernando-Lankershim	\$0	\$1,521,000	\$1,521,000	N/A
	West Olympic	\$6,482,000	\$7,191,000	\$709,000	10.9%
PHASE II E	Garvey-Chavez	\$11,321,000	\$10,950,000	(\$371,000)	-3.3%
	Manchester	\$5,022,000	\$5,122,000	\$100,000	2.0%
	San Fernando (south)	\$7,794,000	\$7,516,000	(\$278,000)	-3.6%
	Sepulveda (south)	\$3,372,000	\$3,504,000	\$132,000	3.9%
	Torrance-Long Beach	\$3,202,000	\$3,207,000	\$5,000	0.2%
	Lincoln	\$4,211,000	\$4,633,000	\$422,000	10.0%
Total Phase II Operating Cost ^{1,2}		\$166,208,000	\$177,763,000	\$11,555,000	7.0%

¹ Existing operating cost includes both local and limited services on the corridor in FY2002 dollars.

² Proposed operating cost includes both Metro Rapid and local services on the corridor in FY2002 dollars.

Table 6
Corridor Capital Costs

Metro Rapid Line	Stations 1				Signal Priority			Revenue Vehicles			Dps Support Cost	Line Capital Cost
	Single Gate	Single Gate Cost	Double Gate	Double Gate Cost	Line Miles	Ave Cost per Mile	Cost	40-foot Buses	40-ft Bus Cost	Cost		
PHASE I A	26	\$54,800	4	\$88,200	10.5	\$141,800	\$1,488,000	(2)	\$340,000	(\$680,000)	\$214,000	\$2,880,200
	28	\$54,800	6	\$88,200	11.9	\$250,688	\$2,983,008	(2)	\$340,000	(\$680,000)	\$338,000	\$4,588,600
	24	\$54,800	0	\$88,200	10.3	\$155,157	\$1,598,000	1	\$340,000	\$340,000	\$44,000	\$3,299,800
	38	\$54,800	0	\$88,200	21.4	\$121,282	\$2,600,000	0	\$340,000	\$0	\$44,000	\$4,730,200
	30	\$54,800	0	\$88,200	10.0	\$119,167	\$1,194,000	(1)	\$340,000	(\$340,000)	\$214,000	\$2,715,000
	42	\$54,800	0	\$88,200	18.8	\$114,473	\$2,152,000	(2)	\$340,000	(\$680,000)	\$44,000	\$3,821,800
PHASE I B	38	\$54,800	2	\$88,200	17.3	\$102,831	\$1,777,000	2	\$340,000	\$680,000	\$44,000	\$4,653,800
	44	\$54,800	4	\$88,200	20.2	\$126,817	\$2,537,008	(1)	\$340,000	(\$340,000)	\$44,000	\$5,009,400
	21	\$54,800	0	\$88,200	18.7	\$148,282	\$2,754,000	(8)	\$340,000	(\$3,060,000)	\$214,000	\$1,040,900
	28	\$54,800	0	\$88,200	15.3	\$149,883	\$2,295,000	4	\$340,000	\$1,360,000	\$44,000	\$5,235,200
	52	\$54,800	0	\$88,200	21.5	\$134,112	\$2,893,000	(3)	\$340,000	(\$1,020,000)	\$44,000	\$4,761,800
	31	\$54,800	5	\$88,200	13.1	\$256,231	\$3,357,000	1	\$340,000	\$340,000	\$44,000	\$5,683,900
PHASE I C	30	\$54,800	0	\$88,200	11.0	\$140,711	\$1,548,000	3	\$340,000	\$1,020,000	\$44,000	\$4,258,000
	34	\$54,800	0	\$88,200	18.3	\$182,279	\$3,338,000	2	\$340,000	\$680,000	\$44,000	\$5,658,800
	52	\$54,800	0	\$88,200	25.1	\$182,117	\$4,569,000	2	\$340,000	\$680,000	\$44,000	\$7,847,800
	19	\$54,800	0	\$88,200	10.8	\$174,245	\$1,842,000	1	\$340,000	\$340,000	\$44,000	\$3,289,100
	18	\$54,800	0	\$88,200	8.8	\$120,918	\$1,187,000	8	\$340,000	\$2,720,000	\$44,000	\$4,849,200
	38	\$54,800	2	\$88,200	12.1	\$149,474	\$1,806,000	1	\$340,000	\$340,000	\$44,000	\$4,455,600
PHASE I D	30	\$54,800	0	\$88,200	14.7	\$161,764	\$2,378,000	(1)	\$340,000	(\$340,000)	\$44,000	\$3,728,000
	28	\$54,800	0	\$88,200	13.5	\$156,659	\$2,115,000	(1)	\$340,000	(\$340,000)	\$44,000	\$3,356,200
	25	\$54,800	4	\$88,200	13.6	\$314,723	\$4,280,000	(8)	\$340,000	(\$2,040,000)	\$44,000	\$4,008,300
	24	\$54,800	0	\$88,200	12.8	\$120,918	\$1,548,000	0	\$340,000	\$0	\$44,000	\$2,908,600
	38	\$54,800	0	\$88,200	15.6	\$202,913	\$3,185,000	3	\$340,000	\$1,020,000	\$44,000	\$6,315,200
	18	\$54,800	0	\$88,200	12.1	\$118,508	\$1,434,000	1	\$340,000	\$340,000	\$44,000	\$2,806,200
Total Phase II	752		27		358.5	\$157,047	\$55,939,000	1	\$340,000	\$340,000	\$1,851,000	\$101,836,200

All capital costs in FY2002 dollars
1 These are individual stations; Table 1 shows station pairs. More than one Metro Rapid line may share a station; in these cases station costs are shown for the first line implemented.

**Table 7
Five Year Implementation Phasing**

Metro Rapid Line	Total Miles of Metro Rapid Corridor						TOTAL
	FY2002 - FY2003	FY2003 - FY2004	FY2004 - FY2005	FY2005 - FY2006	FY2006 - FY2007	FY2007 - FY2008	
South Broadway	10.5						10.5
Vermont	11.9						11.9
Florence		10.3					10.3
Van Nuys		21.4					21.4
Soto		10.0					10.0
Crenshaw-Rossmore		18.8					18.8
Pico			17.3				17.3
Santa Monica			20.2				20.2
Hawthorne			18.7				18.7
Long Beach Blvd			15.3				15.3
Hollywood-Fairfax-Pasadena				21.5			21.5
Western				13.1			13.1
Beverly				11.0			11.0
Vernon-La Cienega				16.5			16.5
Atlantic					25.1		25.1
Central					10.6		10.6
San Fernando-Lankershim					9.9		9.9
West Olympic					12.1		12.1
Garvey-Chavez						14.7	14.7
Manchester						13.5	13.5
San Fernando (south)						13.6	13.6
Sepulveda (south)						12.8	12.8
Torrance-Long Beach						15.6	15.6
Lincoln						12.1	12.1
Total Phase II	22.4	60.6	71.5	62.1	57.7	82.3	356.5

**Table 8
Five Year Plan Incremental Operating Costs¹**

Metro Rapid Line		Incremental Operating Costs (FY2002 Dollars)					
		FY2002 - FY2003 ²	FY2003 - FY2004	FY2004 - FY2005	FY2005 - FY2006	FY2006 - FY2007	FY2007 - FY2008
PHASE I A	South Broadway	\$576,500	\$1,153,000	\$1,153,000	\$1,153,000	\$1,153,000	\$1,153,000
	Vermont	\$539,500	\$1,079,000	\$1,079,000	\$1,079,000	\$1,079,000	\$1,079,000
	Florence		\$440,000	\$440,000	\$440,000	\$440,000	\$440,000
	Van Nuys		\$676,000	\$676,000	\$676,000	\$676,000	\$676,000
	Solo		\$434,000	\$434,000	\$434,000	\$434,000	\$434,000
	Crenshaw-Rossmore		\$390,000	\$390,000	\$390,000	\$390,000	\$390,000
PHASE I B	Pico			\$823,000	\$823,000	\$823,000	\$823,000
	Santa Monica			\$500,000	\$500,000	\$500,000	\$500,000
	Hawthorne			\$397,000	\$397,000	\$397,000	\$397,000
	Long Beach Blvd			\$871,000	\$871,000	\$871,000	\$871,000
PHASE I C	Hollywood-Fairfax-Pasadena				\$901,000	\$901,000	\$901,000
	Western				\$582,000	\$582,000	\$582,000
	Beverly				\$258,000	\$258,000	\$258,000
	Vernon-La Cienega				\$120,000	\$120,000	\$120,000
PHASE I D	Athletic					\$468,000	\$468,000
	Central					\$247,000	\$247,000
	San Fernando-Lankershim					\$1,521,000	\$1,521,000
	West Olympic					\$709,000	\$709,000
PHASE I E	Garvey-Chavez						(\$371,000)
	Manchester						\$100,000
	San Fernando (south)						(\$278,000)
	Sepulveda (south)						\$132,000
	Torrance-Long Beach						\$5,000
	Lincoln						\$422,000
TOTAL PHASE I							
Incremental Operating Cost		\$1,116,000	\$4,172,000	\$6,783,000	\$8,602,000	\$11,546,000	\$11,335,000
Incremental Operating Revenue ³		\$595,000	\$2,321,000	\$3,789,000	\$5,122,000	\$6,332,000	\$6,439,000
Net Required Operating Subsidy		(\$521,000)	(\$1,851,000)	(\$2,994,000)	(\$3,480,000)	(\$5,213,000)	(\$5,075,000)

¹ Incremental operating cost is the differential of the proposed operating cost and the existing operating cost.

² FY2002-2003 costs reflect mid-year implementation of Metro Rapid service.

³ Incremental operating revenue is the estimated increase in patronage times the average fare of \$0.692.

**Table 9
Five Year Plan Capital Costs**

Metro Rapid Line	Capital Costs (FY2002 Dollars)						
	FY2002 FY2003	FY2003 FY2004	FY2004 FY2005	FY2005 FY2006	FY2006 FY2007	FY2007 FY2008	
PHASE II A	South Broadway	\$2,800,200					
	Vermont	\$4,598,600					
	Florence		\$3,299,600				
	Van Nuys		\$4,730,200				
	Soto		\$2,715,000				
	Crenshaw-Rossmore		\$3,821,800				
PHASE II B	Pico			\$4,659,800			
	Santa Monica			\$5,008,400			
	Hawthorne			\$1,040,800			
	Long Beach Blvd			\$5,236,200			
PHASE II C	Hollywood-Fairfax-Pasadena				\$4,781,800		
	Western				\$5,883,900		
	Beverly				\$4,259,000		
	Vernon-La Breen				\$5,598,600		
PHASE II D	Atlantic					\$7,647,800	
	Central					\$3,269,100	
	San Fernando-Lankershim					\$4,949,200	
	West Olympic					\$4,456,800	
PHASE II E	Garvey-Chavez						\$3,729,000
	Manchester						\$3,356,200
	San Fernando (south)						\$4,009,300
	Sepulveda (south)						\$2,909,600
	Torrance-Long Beach						\$6,315,200
	Lincoln						\$2,806,200
Total Phase II	\$7,398,800	\$14,588,800	\$15,949,300	\$20,503,300	\$20,321,700	\$23,125,500	

All costs are in FY2002 dollars.

Table 10

**Metro Rapid Five-Year Implementation Plan
Capital Expenditure and Funding Plan FY 03-08
(\$ Escalated and in Millions)**

Expenditure Plan	FY 03	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10	Total
BSP Installation	4.570	7.884	9.975	11.770	9.915	16.921	-	-	61.035
Station Construction	3.821	7.688	8.126	9.279	7.949	10.549	-	-	47.413
TOS vans	0.088	0.186	0.191	0.196	0.201	0.309	-	-	1.171
BOCC/Other ITS Hardware	0.025	0.824	-	-	-	-	-	-	0.849
Total Expenditure	8.504	16.583	18.293	21.245	18.064	27.779	-	-	110.488

Funding Plan	Funding Source	FY 03	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10	Total
BSP Installation	CFP	4.570	3.228	1.735	3.066	1.632	-	-	-	14.231
Station Construction ¹	Fed/Local	3.821	1.754	-	-	-	-	-	-	5.575
TOS vans	Local	0.088	-	-	-	-	-	-	-	0.088
BOCC/Other ITS Hardware ²	Fed/Local	0.025	-	-	-	-	-	-	-	0.025
Long Range Plan (LRTP)	Fed/Local	-	-	12.500	19.800	13.100	14.200	12.200	20.700	92.300
Total Funding		8.504	4.982	14.235	22.666	14.732	14.200	12.200	20.700	112.219

Balance ³	-	(11.601)	(4.058)	1.421	(3.332)	(13.579)	12.200	20.700	1.752
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Notes:

1. Approved as STIP funds in the 2001 Call for Projects (Board report November 2001). Project has since been funded with CMAQ.
2. Funding comes from FY02 carryover funds.
3. It is anticipated that internal fund transfers and other short-term financing mechanisms will be used to annually balance FY04-08 of the Five-Year Implementation Plan.

Abbreviations:

BSP = Bus Signal Priority
TOS = Transit Operations Supervisor
BOCC = Bus Operations Control Center
ITS = Intelligent Transportation Systems

STIP = State Transportation Improvement Program
CMAQ = Congestion Mitigation and Air Quality Improvement Program
CFP = Call for Projects

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ATTACHMENT B

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND CITY OF SOUTH PASADENA METRO RAPID BUS STATION IMPLEMENTATION

SCOPE OF WORK

Background

Launched in June 2000, the Metro Rapid Demonstration Program consisted of two lines – one along Ventura Boulevard in the San Fernando Valley and the other along the Wilshire/Whittier corridor. The purpose of the Metro Rapid Program was to provide faster regional bus travel by implementing Bus Rapid Transit (BRT) attributes. The key features of Metro Rapid that make it faster and easier to use include simple route layout, frequent service, greater distance between stops, low-floor buses to facilitate boarding and alighting, transit signal priority at intersections, and branded buses and bus stops.

Building on the success of the demonstration program, in September 2002, the Los Angeles County Metropolitan Transportation Authority's (LACMTA) Board of Directors adopted the Metro Rapid Five-Year Implementation Plan and set aside regional funds to both expand and complete the program, including funds for Metro Rapid stations along each of the existing Metro Rapid lines. These stations will include such amenities as bus shelters, lighting, trash receptacles, seating, Metro Rapid poles and signs, and future real-time passenger information displays. These unique stations will not only serve to identify and "brand" the system, but they will also enhance the overall safety and transit experience of City residents waiting to take transit.

The Metro Rapid Program currently consists of 24 lines, including the Atlantic Metro Rapid line that operates through the City of South Pasadena. This Agreement provides the City of South Pasadena with Metro Rapid station amenities along the Atlantic line at five (5) locations within the City's limits.

Project Description

The scope of work for this project shall include the installation of Metro Rapid station amenities at five (5) Metro Rapid stop locations within the City's boundaries. These Metro Rapid station amenities shall consist of the following components: bus shelters, benches, lighting, trash receptacles, and Metro Rapid poles and signs. Conceptual designs for both the shelters and branded poles and signs are attached at the end of this Scope of Work along with general performance specifications for each of the various station components. LACMTA will be responsible for the design, fabrication, installation, and funding of all station components and will coordinate station installation with the City.

The City shall be responsible for working with both LACMTA and its contractor on the installation of these various station amenities, including working with the contractor on any necessary City permit approvals. LACMTA shall reimburse the City for all eligible design

and engineering review time and project management costs as shown in Attachment D – the Expenditure Plan.

The City shall also be responsible for the removal and relocation of existing street furniture at five (5) Metro Rapid bus stop locations identified in this Scope of Work in order to accommodate the new stations. LACMTA shall reimburse the City for the removal and relocation of existing street furniture as also shown in Attachment D.

LACMTA will install a total of five (5) bus shelters, 5 Metro Rapid poles and signs, 5 trash receptacles, and 5 benches at the following locations:

	Stop Location	Direction	Nearside/Farside	Corner
1	Fair Oaks/Mission	Northbound	Farside	Northeast
2	Fair Oaks/Mission	Southbound	Farside	Southwest
3	Huntington/Marengo	Eastbound	Farside	Southeast
4	Huntington/Marengo	Westbound	Farside	Northwest
5	Huntington/Garfield	Westbound	Farside	Northwest

Project Budget

Design/Engineering Review	\$ 6,250
Shelter Relocation	\$ 5,000
Construction Management	<u>\$ 6,250</u>
Total Project Budget	\$ 17,500

Funding Sources

Federal Section 5309 Very Small Start (65%)	\$ 8,125
LACMTA Proposition C25 (35%)	\$ 4,375
LACMTA Local	<u>\$ 5,000</u>
Total Project Budget	\$ 17,500

Project Milestones

Design and Construction Bid & Award	Start date:	Oct. 1, 2014
	End date:	Mar. 31, 2015
Construction	Start date:	Apr. 1, 2015
	End date:	Dec. 31, 2015

South Pasadena

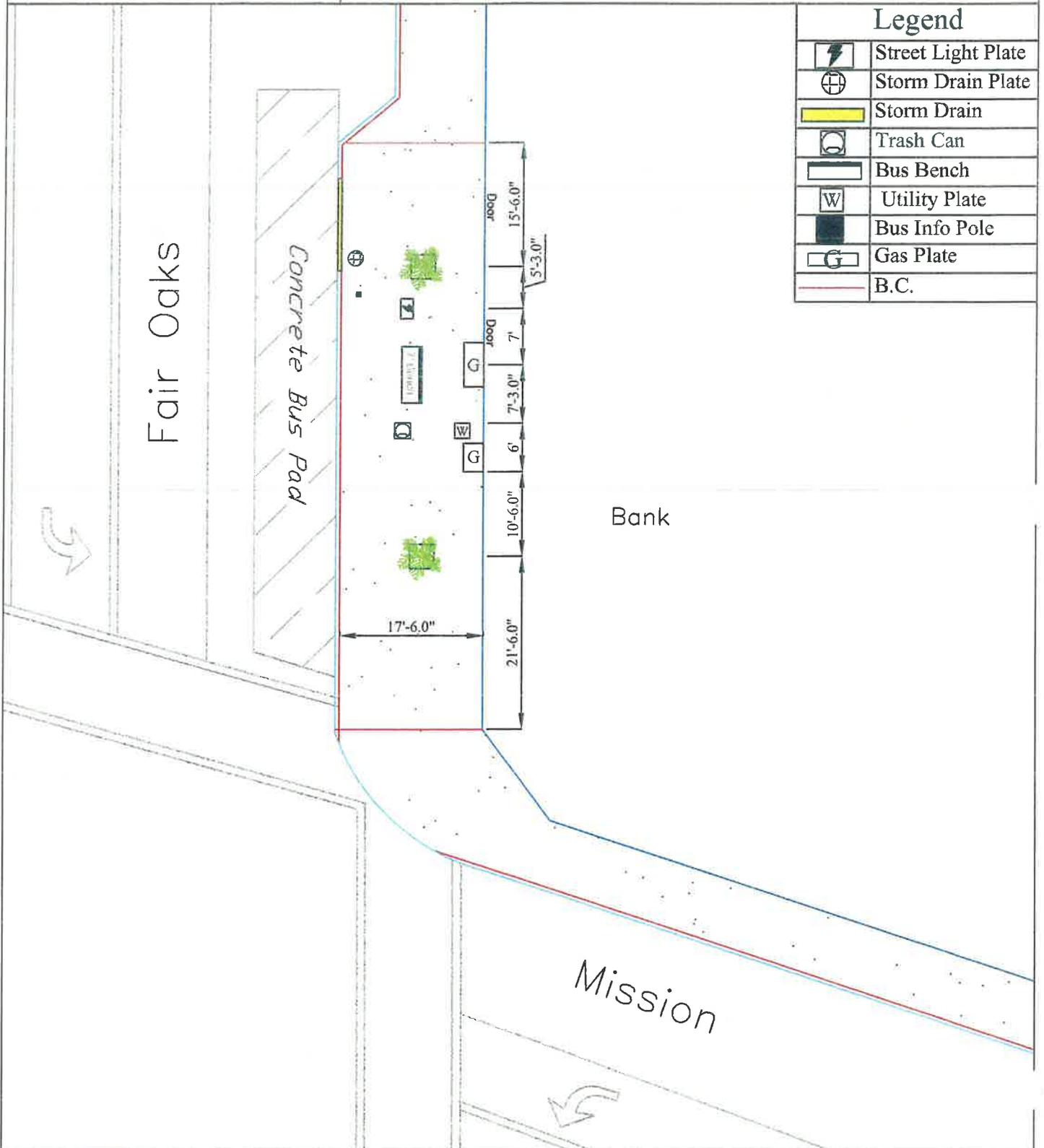
Line: **Metro Rapid 762 Atlantic**

Stop: **Fair Oaks - Mission**

Direction: **Northbound, Far Side**

Legend

	Street Light Plate
	Storm Drain Plate
	Storm Drain
	Trash Can
	Bus Bench
	Utility Plate
	Bus Info Pole
	Gas Plate
	B.C.



South Pasadena

Line: **Metro Rapid 762 Atlantic**

Stop: **Fair Oaks - Mission**

Direction: **Southbound, Far Side**

Mission

Commercial

Fair Oaks

Concrete Bus Pad

Legend	
	Street Light
	Street Light Plate
	Trash Can
	Bus Bench
	Traffic Signal Plate
	Utility Plate
	Bus Info Pole
	B.C.



Line: **Metro Rapid 762 Atlantic**

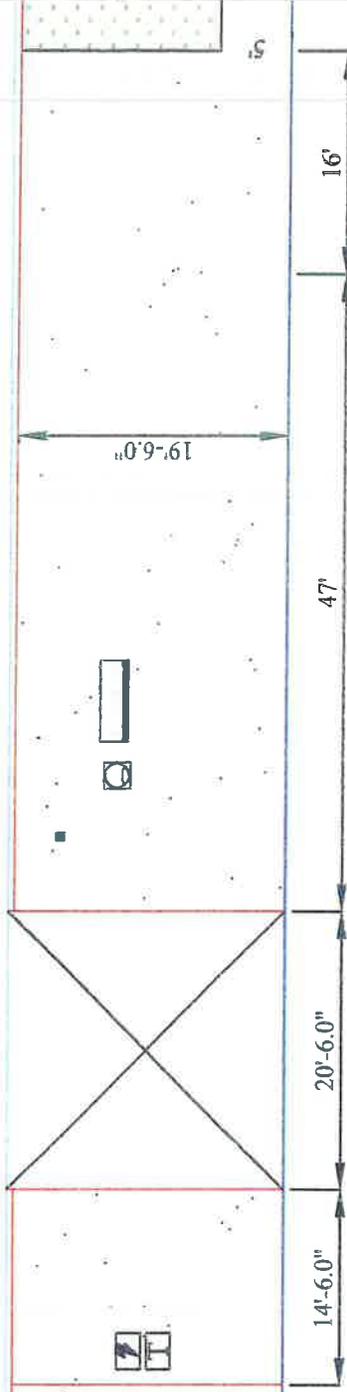
Stop: **Huntington - Marengo**

Direction: **Eastbound, Far Side**

South Pasadena

Huntington

Concrete Bus Pad



Residential

Legend	
	Bus Info Pole
	Street Light Plate
	Trash Can
	Bus Bench
	Traffic Signal Plate
	B.C.



Line: **Metro Rapid , 62 Atlantic**

Stop: **Huntington - Marengo**

Direction: **Westbound, Far Side**

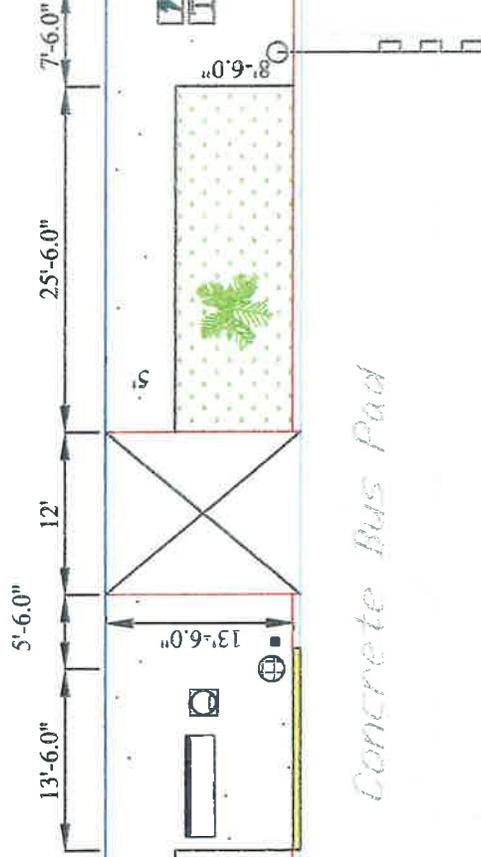
South Pasadena

Legend

	Bus Info Pole
	Street Light Plate
	Storm Drain Plate
	Storm Drain
	Trash Can
	Bus Bench
	Traffic Signal Plate
	Traffic Signal Light
	B.C.

229

Apartment Building



Marengo

Huntington



Countywide Planning and Development

Date: 11/19/2013

Modified By: je

Line: **Metro Rapid 762 Atlantic**

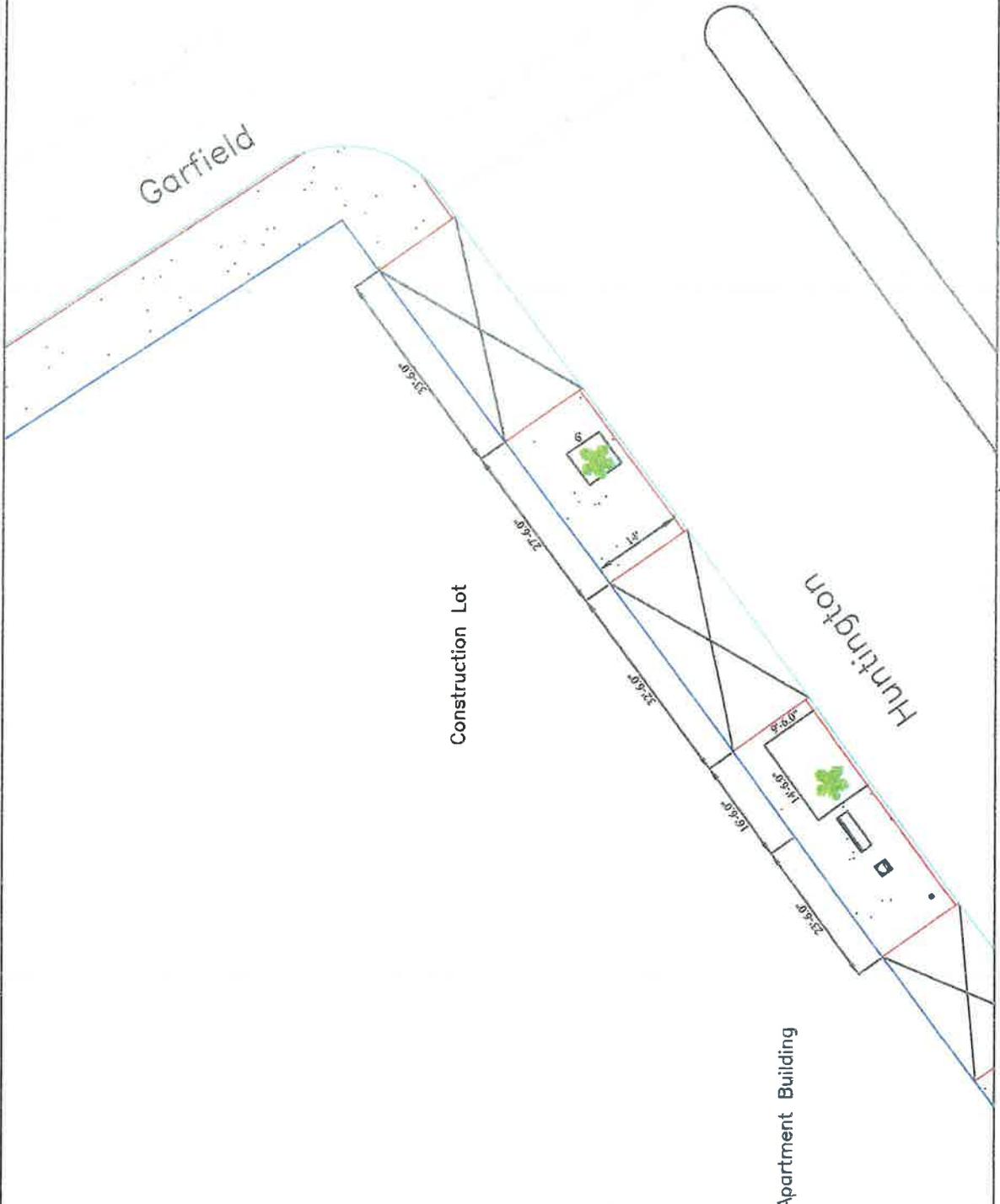
Stop: **Huntington - Garfield**

Direction: **Westbound, Far Side**

South Pasadena

Legend

	Bus Info Pole
	Trash Can
	Bus Bench
	B.C.



Conceptual Station Design

Bus Shelter

- Structure Style: Two post with offset canopy wings
- Structural Glass Canopy System
- Mounted with concrete footings
- Modular Design
 - Approximately 14' in length
 - Approximately 10' in height
 - Canopy depth of approximately 5'6" and/or 7'6" – depending on sidewalk width
- LED lighting
- Solar powered
- Future retrofit of a real time passenger information display LED panel

Side View



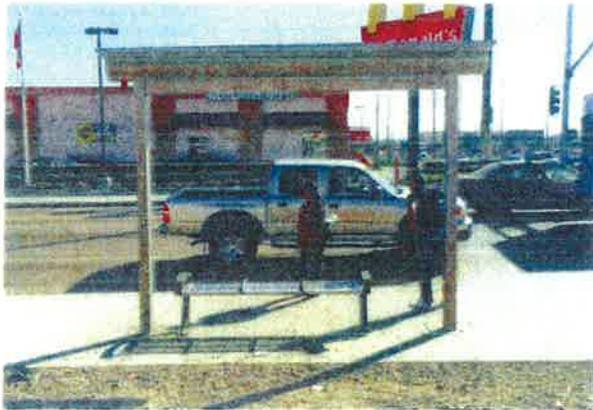
Rear Wing



Solar Heat Resistant Glass Canopy



Rear View



Night View with LED Lighting



Trash Receptacle

- 45 gallon capacity
- Single-stream litter receptacle
- Surface mounted

Bench

- Bench with seat dividers/armrests
- Seating for three adults
- Surface mounted

Metro Lollipop Rapid Pylon

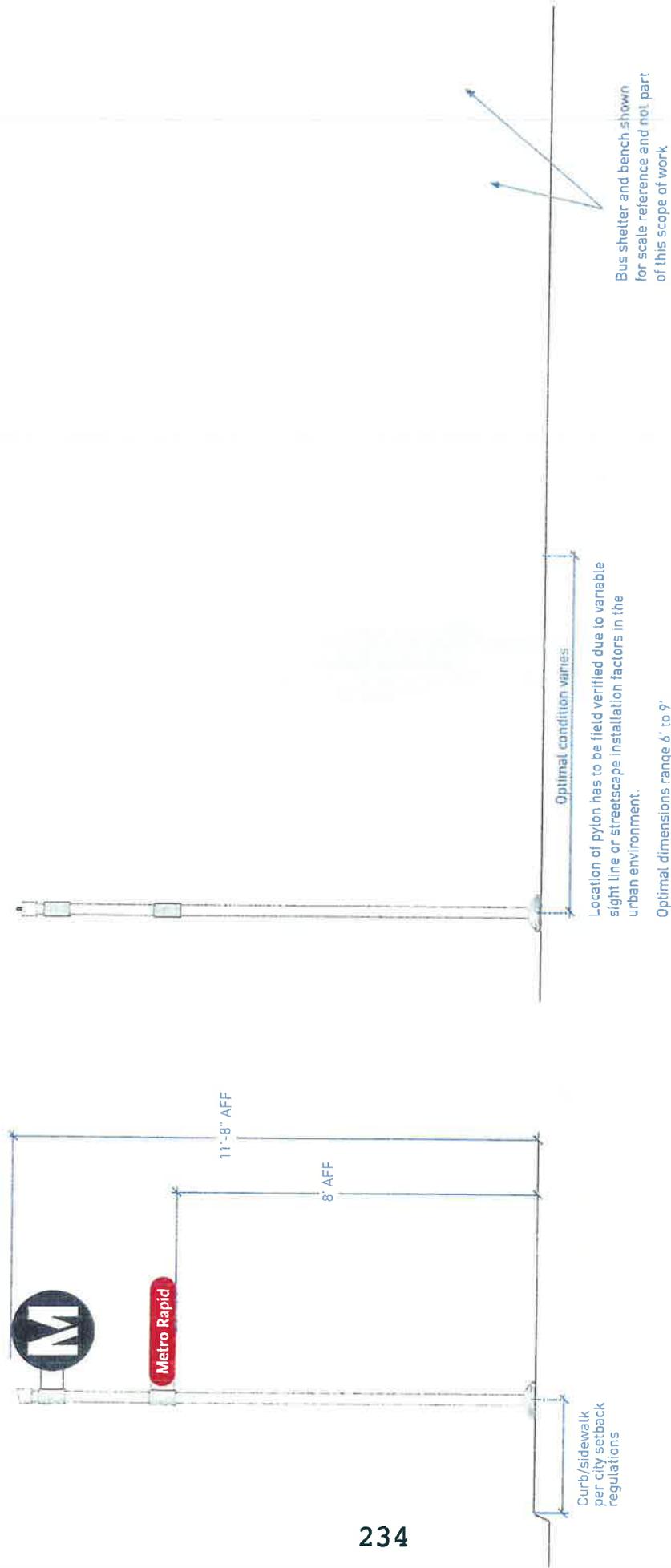
Signage illustrated in this package
is for **DESIGN INTENT ONLY** and
NOT FOR FABRICATION.

April 1, 2014



Metro

Pylon blade always points away from the street



Optimal condition varies:

Location of pylon has to be field verified due to variable sight line or streetscape installation factors in the urban environment.

Optimal dimensions range 6' to 9'

Bus shelter and bench shown for scale reference and not part of this scope of work

A FRONT ELEVATION
SCALE: AS NOTED

B SIDE ELEVATION
SCALE: AS NOTED

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012

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M Metro

GS-001

AS NOTED

2 OF 4

Project Title & Description
14-7060
Metro Lollipop Rapid Pylon

Designers(s)
F. Monishila

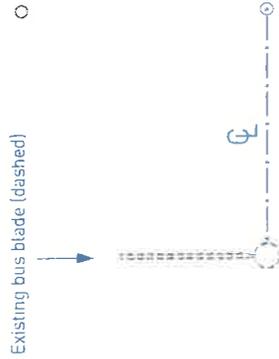
Issue Date
06/07/14

Lead Designer
S. McLaughlin

Project Mgr
K. Bueno

Director, Art & Design

Bus shelter shown for scale reference and not part of this scope of work



Existing bus blade (dashed)

Location of Metro Lollipop Rapid Pylon must be field verified based on location of existing bus blade

Pylon must be placed on opposite end of shelter from blade.



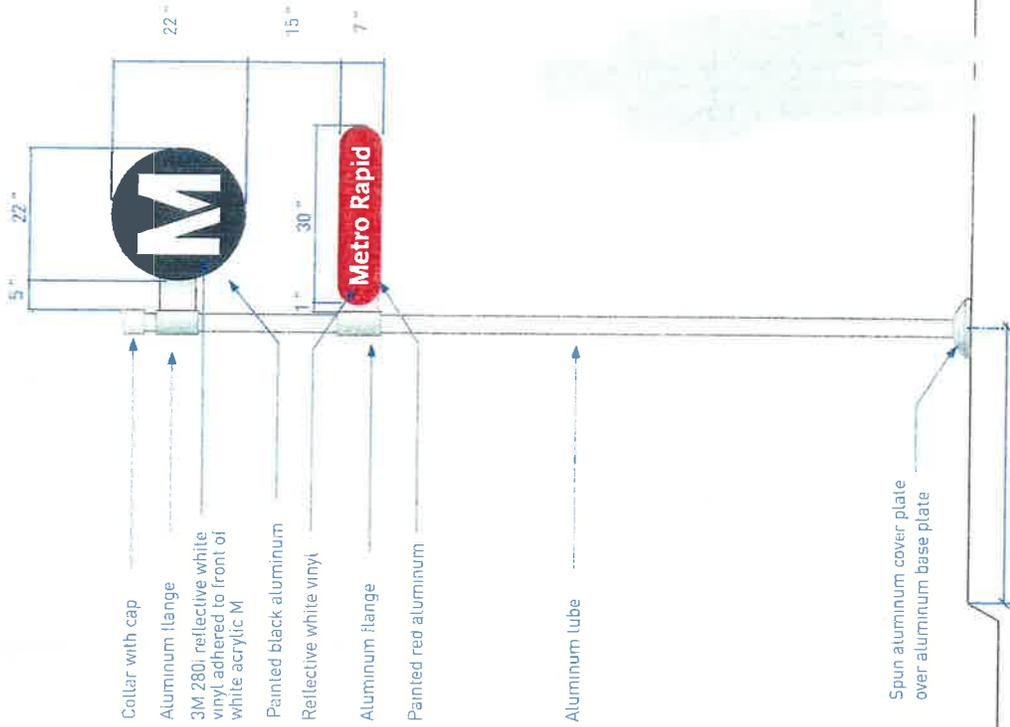
Optimal condition varies

Location of pylon has to be field verified due to variable sight line or streetscape installation factors in the urban environment

Optimal dimensions range 6' to 9'

DIRECTION OF APPROACHING TRAFFIC





A LOCATION ELEVATION
SCALE: AS NOTED

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-5992

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Project Title & Description
14 7060
Metro Louppop Rapid Pylon

Issue Date
02/07/14

Designers(s)
E. Morris/MLA

Lead Designer
S. McLaughlin

Project Mgr
K. Durso

Director, Art & Design
Page 11 of 14



GS-003

AS NOTED

4 OF 4

Attachment C

LACMTA AND CITY OF SOUTH PASADENA METRO RAPID BUS STATION IMPLEMENTATION

FUNDING PLAN

Funding Source	FY 2015	FY 2016	TOTAL
Federal 5309 Very Small Starts - (65%)	4,125	4,000	8,125
LACMTA Prop C25 - (35%)	2,175	2,200	4,375
LACMTA Local Funds	3,000	2,000	5,000
TOTAL	\$ 9,300	\$ 8,200	\$ 17,500

Attachment D

LACMTA AND CITY OF SOUTH PASADENA METRO RAPID BUS STATION IMPLEMENTATION
EXPENDITURE PLAN

	FY 2015				FY 2016		TOTAL
	Q1	Q2	Q3	Q4	Q1	Q2	
Design/Engineering Review	500	500	1,000	1,300	1,450	1,500	6,250
Street Furniture Relocation		1,000	1,000	1,000	2,000		5,000
Construction Management				3,000	1,750	1,500	6,250
TOTAL	\$ 500	\$ 1,500	\$ 2,000	\$ 5,300	\$ 5,200	\$ 3,000	\$ 17,500

Attachment E

LACMTA AND CITY OF SOUTH PASADENA METRO RAPID BUS STATION

PROJECT SCHEDULE

	FY 2015				FY 2016	
	Q1	Q2	Q3	Q4	Q1	Q2
Design/Engineering Review						
Street Furniture Relocation						
Construction Management						

Attachment F

**LACMTA FA
QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA #	
Quarterly Report #	

PROJECT SPONSORS ARE REQUESTED TO SUBMIT THIS REPORT TO THE LACMTA PROJECT MANAGER RESPONSIBLE FOR THIS PROJECT during or after the close of each month. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting & Expenditure Guidelines (Attachment G) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2014-2015 2015-2016

Quarter : Q1: Jul - Sep Q2: Oct - Dec

Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA Project Mgr.	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

SECTION 3: QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA PER YOUR FUNDING AGREEMENT. ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
- Less than 12 months behind original schedule
- Between 12-24 months behind original schedule
- More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
- No
- Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
- No
- Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL				

Notes:

- 1 Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
- 2 All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

 Signature

 Date

 Name

 Title

Attachment G

REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Monthly/Quarterly Expense Report and Monthly/Quarterly Progress Report (Attachment F) are required for all projects. No funds will be disbursed unless these reports have been submitted and approved by the Metro based on the Funding Agreement (FA) reporting schedule.
- The Monthly/Quarterly Progress Report covers all activities related to the project. It is essential that Grantee provide complete and adequate response to all the questions. In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- The Monthly/Quarterly Expense Report lists all costs incurred. The expenses listed must be supported by appropriate documentation such as invoices, receipts, time sheets, etc. Every invoice or receipt must be accompanied with a clear explanation of its purpose and its relevance to the project.
- The Monthly/Quarterly Expense Report must reflect the share of local match, including in-kind, charged to the grant. **If reported charges to local match are below the committed ratio (grant to local match) as indicated in the project FA, Metro may automatically adjust the grant payment accordingly or payment may be withheld at the discretion of the Metro Project Manager.**
- Monthly/Quarterly reports are due on the 15th day of the months of October, January, April and July. Reporting schedule is based on the fiscal year as follows:

<u>Quarter</u>	<u>Report Due Date</u>
July - September	October 15
October - December	January 15
January - March	April 15
April - June	July 15

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (Attachment B) **is considered ineligible** and will not be reimbursed by the Metro unless **prior written authorization** has been granted by the Metro Chief Executive Officer or his designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other Metro-funded or non-Metro-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.

- Administrative cost is the ongoing expense incurred by the grantee for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment B). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- Metro is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the FA, unless written authorization has been granted by the Metro Chief Executive Officer or her designee.
- The FA is considered executed when the Metro Chief Executive Officer or her designee signs the document.

DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by Metro staff will be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered in-eligible.

ATTACHMENT H

**Los Angeles Metropolitan Transportation Authority
2013 Federal Transportation Improvement Program (\$000)**

LINE ID LA008413		Implementing Agency Los Angeles County MTA	
Project Description: METRO RAPID BUS STATIONS-PHASE II INCLUDES COMMUNICATIONS & EQUIPMENT - Equipment and Bus Shelters only		SCAG RTP Project # LA008413 Study N/A Is Model NO Model #: PM: Michael Richmar - (213) 922-2658 Email: Richmar@mtd.metro.net LS N LS GROUP#: Conformity Category: EXEMPT - 93 126 Completion Date 12/31/2013	
System: Transit	Route	Postmile 0 to 0	Phase Environmental Document/Pre-Design Phase (PAED)
Transit Rt	Transit Mode	Fare	Trans Fee
Headway Peak	Headway OP	Stop Time	Parking \$
Program Code	NCR10 - PASSENGER BENCHES & SMALL SHELTERS		Stop Loc
Air Basin SCAB		Envr Doc	CATEGORICALLY EXEMPT - 12/30/2003
Uza: Los Angeles-Long Beach-Santa Ana		Sub-Area	Sub-Region
CT/PS ID 20920001980		EA #	PNO
PHASE		PRIOR	12/13
PE			
RW			
CON			
SUBTOTAL			
5300b - FTA New Rail Starts	PE	\$0	\$0
	RW	\$0	\$0
	CON	\$16,700	\$16,700
	SUBTOTAL	\$16,700	\$16,700
AGENCY - Agency	PE	\$0	\$0
	RW	\$0	\$0
	CON	\$47,155	\$47,155
	SUBTOTAL	\$47,155	\$47,155
CMAQ - Congestion Mitigation Air Quality	PE	\$0	\$0
	RW	\$0	\$0
	CON	\$46,145	\$46,145
	SUBTOTAL	\$46,145	\$46,145
TOTAL		\$110,000	\$110,000
TOTAL PE: \$0		TOTAL RW: \$0	TOTAL CON: \$110,000
<p>- General Comment: The project is being carried over without any changes. The funds have been obligated under CA-03-0796, however, the project is not completed yet. The completion date is extended due to the design that took longer than anticipated to complete.</p> <p>- Modeling Comment:</p> <p>- TCM Comment:</p> <p>- Narrative: Project cost stays the same.</p> <p>Changed Project Completion Date: - from "10/1/2012" to "12/31/2013"</p> <p>No change in project funding.</p> <p>Total project cost remains the same at \$110,000.</p>			
Fast Revised Adoption IS-00 - APPROVED		Change reason: Carry Over, MINOR CHANGE	Total Cost \$110,000

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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: September 17, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Sheila Pautsch, Community Services Director 
SUBJECT: **Request to Co-Sponsor and Waive Associated City Fees for the Dia de los Muertos Event Hosted by the Vecinos de South Pasadena on November 1, 2014**

Recommendation

It is recommended that the City Council:

1. Co-sponsor the Dia de los Muertos event, organized by the Vecinos de South Pasadena; and
2. Waive the associated City fees in the amount of \$552.50.

Fiscal Impact

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

- Banner Fee \$170 (Mission Street or Fair Oaks Avenue)
- Set up time 2:00 pm to 6:30pm
At War Memorial \$315 (\$70 an hour for rental)
- Staff from 2:00 pm to 6:30pm \$67.50 (\$15 an hour for staff)

Total: \$552.50

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Vecinos de South Pasadena has served the South Pasadena community for 11 years through educational advocacy and cultural events. The Dia de los Muertos, organized by the Fundraising Committee of Vecinos de South Pasadena, will integrate a fundraising component that will provide scholarship opportunities to South Pasadena High School graduates. Last year's event netted about \$10,000 which was distributed as scholarships to five South Pasadena seniors.

Analysis

Co-sponsoring the Dia de los Muertos event provides an opportunity for the City to create awareness and show support for the Hispanic history and culture, as well as provide scholarship

Co-Sponsor Dia de los Muertos Event
September 17, 2014
Page 2 of 2

opportunities for South Pasadena youth. As of the 2010 census, about 21% of South Pasadena residents are Hispanic.

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

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

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

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

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

COUNCIL AGENDA: September 17, 2014
TO: Honorable Mayor and City Council
FROM: Sergio Gonzalez, City Manager 
SUBJECT: **Consideration to Allocate Funds from Business Improvement Tax Revenues for the Festival of Balloons, 4th of July Committee**

Recommendation

It is recommended that the City Council consider allocating funds from Business Improvement Tax (BIT) revenues for the Festival of Balloons, 4th of July Committee.

Fiscal Impact

For Fiscal Year 2014-15, BIT revenues are anticipated in the amount of \$140,000. The City has committed \$123,000 of BIT funds for business and event promotion. The BIT fund balance is projected to be \$136,000 at the end of FY 2014-15.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

At the August 20, 2014 City Council meeting, Councilmember Cacciotti requested approval of a one-time transfer of BIT funds to the 4th of July Festival of Balloons Committee, seconded by Mayor Khubesrian.

Analysis

In 1977, the City Council adopted Ordinance 1738 establishing a Business Improvement Tax (BIT) to collect funds that may be used for the following four purposes:

1. Decoration of any public place in the area;
2. Promotion of public events which are to take place on or in public places in the area;
3. Furnishing of music in any public place in the area;
4. The general promotion of retail trade activities in the area; and

Since 2004, the City Council has supported the South Pasadena Chamber of Commerce with an annual contribution from BIT Funds. The level of funding, initially \$100,000 in 2004, is currently \$120,500 for promotional activities and expenses.

The South Pasadena Tournament of Roses (SPTOR) Committee receives a \$12,500 pass-through from BIT funds provided to the Chamber of Commerce, and an additional \$2,500 paid directly by the City to the SPTOR through its sponsorship of the annual Cruz'n for Roses event, a classic car show held in conjunction with the Public Safety Open House.

BIT funds have been used in the past for special projects and programming. The Kotin Study, conducted in 2010, focused on home décor and restaurants through a land use study and retail analysis.

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*.

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: September 17, 2014
TO: Honorable Mayor and City Council
FROM: Sergio Gonzalez, City Manager 
SUBJECT: **Consideration to Allocate Funds from Business Improvement Tax Revenues to the South Pasadena Chamber of Commerce for Business Improvement Activities**

Recommendation

It is recommended that the City Council consider allocating funds from Business Improvement Tax (BIT) revenues to the South Pasadena Chamber of Commerce (Chamber) for business improvement activities.

Fiscal Impact

For Fiscal Year 2014-15, BIT revenues are anticipated in the amount of \$140,000. The City has committed \$123,000 of BIT funds for business and event promotion. The BIT fund balance is projected to be \$136,000 at the end of FY 2014-15.

Commission Review and Recommendation

This item was not reviewed by a commission.

Background

The Council Ad Hoc Economic Development Committee, comprised of Mayor Khubesrian and Mayor Pro Tem Joe, met on several occasions to discuss opportunities to enhance the economic vitality of the City. One of the components discussed was providing additional funding to the Chamber to improve the business environment in the City. The Committee also explored other key areas to consider including collaboration with local arts programs to support economic growth and utilizing an economic development strategist as a recruitment tool for new businesses.

Analysis

Given the limited availability of funds and in order to be able to measure the effectiveness of each strategy, the Committee decided that the best option at this point is to fund economic improvement initiatives in stages. To start, the Committee recommends approving a proposal from the Chamber to conduct "Economic Gardening" by contracting with an economic development professional to work in tandem with Executive Director Scott Feldmann. Four major areas have been identified:

1. Enhancing the Chamber’s Local Business Resource Center
2. Chamber Local Vacancy Opportunities
3. Chamber Restaurant Promotion
4. Chamber Grass Roots Business Recruitment

The work would take place over a nine month period starting October 1, 2015 through June 30, 2015. The total cost of the Chamber’s proposal is \$28,000. \$20,000 would be a pass-through to compensate the economic development consultant and \$8,000 will compensate the Chamber who will be required to supervise the consultant and work closely to implement deliverables promised. A final report, to be delivered to the Council’s Ad Hoc Committee and ultimately to the full City Council, will also be required. In addition to documenting work performed, the report will include successes, challenges and opportunities for further consideration.

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. South Pasadena Chamber of Commerce Memo – BIT Funding Request
2. Robin D. Scherr – Proposal for Consulting Services

ATTACHMENT 1
Chamber Memo –
BIT Funding Request

South Pasadena Chamber of Commerce

Memo to: Sergio Gonzalez
Date: 09/12/2014
From: Scott Feldmann
Subject: BIT Funding Request
cc: Chamber Board

At the request of the Economic Development ad hoc committee, the Chamber has worked with consultant Robin Scherr to develop a strategy for economic development in South Pasadena in the current fiscal year. The proposal is quite detailed, and attached as a separate document. The summary below defines the goals. We request additional Business Improvement Tax funds of \$28,000 from the surplus of about \$90,000 in order to proceed with this plan.

Chamber Economic Development Project

Projects to be included in scope of services under "Economic Gardening" contract with Robin Scherr from October 1, 2014 to June 30, 2015:

- 1) Enhance the Chamber's Local Business Resource Center
GOAL: Provide free, effective referral services to locals poised for growth
 - Establish database of current businesses by sector and size
 - Identify local businesses poised for growth (Set criteria)
 - Gather resources and make available at Chamber
 - Establish on-call team members (SBDC, FWIB, Trade Assoc., etc.)
 - Improve the "Doing Business With the City" Binder
 - Update DRB/CHC signage & façade guidelines tool kit
 - Conduct monthly lunches to inform and advise applicants of available resources

- 2) Chamber Local Vacancy Opportunities
GOAL: Provide free matchmaking resource for landlords and tenants that maximizes current City vision for "Highest & Best Use" businesses
 - Establish database of current commercial vacancies
 - Establish promotional portal to introduce these to prospects on SouthPasadena.net
 - Establish monthly contact & review system to keep information current

- Interview commercial brokers, land owners and key operators on current best advantages/worst challenges in the city
- Create Property Hot Sheet that is distributed to City and Chamber leadership monthly
- Create Restaurant Recruitment Resource Kit
- Create General Business Recruitment Resource Kit

3) Chamber Restaurant Promotion

GOAL: Promote South Pasadena as a foodie town to attract more customers to all restaurants

- Establish unique marketing message and select promotional timeframe
- Coordinate all restaurants to maximize synergies and establish tracking system to measure success
- Create and produce marketing campaign
- Create quarterly update sessions to inform and advise restaurant operators of current trends in South Pasadena and trade area

4) Chamber Grass Roots Business Recruitment

GOAL: Fill current and future commercial vacancies with best businesses for the community by researching and identifying market demand through local resident interest groups (Moms, artists, sports families, etc.)

- Establish roundtable discussions with community to discover retail trends that have market demand here
- Create a recruitment team including City and Chamber officials
- Create roundtable discussion lunches for landlords, property managers and commercial brokers for information exchange

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ATTACHMENT 2
Robin D. Scherr –
Proposal for Consulting Services

Robin D. Scherr
Strategic Planning & Economic Development Consulting
 4249 Sea View Lane
 Los Angeles, CA 90065
 (818) 679-0757; rdscherr1@gmail.com

September 2, 2014

Mr. Scott Feldmann
 CEO
 The South Pasadena Chamber of Commerce
 1121 Mission Street
 South Pasadena, CA 91031

SUBJECT: PROPOSAL FOR CONSULTING SERVICES

Dear Scott,

Thank you for the opportunity to provide the South Pasadena Chamber of Commerce with a proposal for “economic gardening” services to grow existing businesses and recruit new ones. Services would commence on October 1 and continue through June 30, 2015. Based on tasks discussed, the proposal for consulting services is for \$20,000, subject to budget approval by the City of South Pasadena. An additional \$2,000 is requested for the Chamber to cover project related event expenses. This letter outlines the scope of services and billing rate schedule.

I. Scope of Services

The Chamber requests the consultant to directly assist 10 to 12 businesses through a variety of economic gardening strategies to be piloted by this project based on those outlined in the March 31, 2014 Business Attraction Report. The consultant will evaluate which ones are most effective for the Chamber to pursue in the future to (i) recruit new businesses to South Pasadena; (ii) grow existing businesses poised for entrepreneurial growth; and (iii) retain existing businesses at risk to relocation or closure because of code compliance issues. The consultant will focus on independently owned businesses rather than those that are defined as national credit, brand, or chain retailers and restaurants. Key tasks are outlined below along with proposed deliverable work products.

Task 1: Team Building: Strengthen networking among commercial/industrial property owners, local real estate professionals, Chamber CEO and Board, and City elected officials and staff and targeting strategically located vacant and underutilized properties.

1.1	Update existing database of commercial/industrial property owners maintained by the Chamber/City and obtain list sorted by business district, number of parcels owned, and city of property owner. <i>Deliverables: Highlight property owners with vacant parcels and those with entitled and/or suitable for restaurant use.</i>
1.2	Identify six (6) key commercial and industrial property vacancies. <i>Deliverables: Conduct a walking tour of major business districts (Mission District, Downtown, and Ostrich Farm). Send e-mail to real estate professionals introducing consultant and requesting information sharing on listings. Maintain log of vacancies and contact information.</i>
1.3	Update list of local real estate professionals and others that focus on South Pasadena from Chamber and establish relationship. <i>Deliverables: Develop e-mail list of active real estate professionals and determine which ones are South Pasadena residents. Introduce networking program and solicit participation.</i>
1.4	Initiate quarterly networking events to promote information exchange with commercial/industrial property owners, local real estate professionals, city officials, and Chamber CEO and Board to strengthen existing relationships and cultivate new ones. (Facilitate 2 events). <i>Deliverables: Select venue and manage event logistics, prepare materials including guest list, agenda, talking points, invitation. Follow up with phone calls to engaged participants. Facilitate meetings with City staff to address specific property/building issues. Compile list of specific information desired by property owners and real estate professionals to improve outreach to</i>

	<i>targeted businesses and better market South Pasadena as a trendy shopping/ dining location to share with Chamber and City. Identify key properties that may have leases that are expiring or those that may be put up for sale.</i>
1.5	Request City staff to refer prospective business applicants to consultant so that follow up calls can be made to address barriers to leasing spaces to desirable business types, provide resource referrals and offer specific assistance, if business opportunities are real. <i>Deliverable: Interview City staff with representatives from planning, building and safety, engineering, code enforcement, fire, police to determine perceived issues and barriers to business start-up and development. Create fact sheet on economic gardening project including consultant/ Chamber contact information for City public counter and other staff. Follow up with prospective business applicants.</i>
1.6	Identify properties or business types to market based on informational interviews conducted in tasks 1.2, 1.3, 1.4. and 1.5. <i>Deliverables: Prepare pdf template and create five (5) hot sheets for targeted desired new businesses and distribute to local real estate professionals. Provide listings for City and Chamber to upload to their websites to communicate desired business types. Distribute hot sheets to realtors and property owners.</i>
1.7	Identify information needed to effectively educate property owners and real estate professionals about the benefits of securing tenants that are desirable by residents and those that add value to business district revitalization and branding. <i>Deliverables: Develop outline for a powerpoint presentation to be developed by the Chamber. Explore such topics as (i) distinguishing characteristics of South Pasadena; (ii) the role that tenant type and mix play in enhancing a business district by contributing to its health and revitalization; (iii) property issues that contribute to physical and economic blight.</i>
1.8	Meet with Chamber CEO to evaluate effectiveness of economic gardening strategy and determine resources required for Chamber to continue, if applicable.

Task 2: Target Marketing. Market South Pasadena to local residents as a place to live *and* own a business.

2.1	Research local residents that own businesses in South Pasadena. <i>Deliverable: Create a list of businesses with owner contact information.</i>
2.2	Document five (5) success stories of influential residents who own businesses in South Pasadena for posting on City/Chamber websites and City newsletters. Cultivate relationships with these owners. <i>Deliverables: Conduct interviews, take photos, and prepare write-ups using a template created for this story.</i>
2.3	Organize two mixer events at interesting venues (private homes, City landmarks, or restaurants) targeting residents with businesses outside of South Pasadena to learn about local site opportunities and the benefits of living <i>and</i> working in South Pasadena. These would be exclusive events by invitation only. <i>Deliverables: Recruit "ambassadors" that agree to host 3-5 guests at each event. Manage event logistics. Meet with ambassador hosts, discuss program content and visual aids, and recruit visionary leader to share story by delivering a live testimonial. Hold events and capture names and contact information of interested guests with their permission for follow up information, specific sites to explore South Pas for business relocation, or offers to introduce others to the concept. Conduct evaluation of first event and make adjustments for second event. Follow up with interested residents.</i>
2.4	Review Chamber General Business Recruitment Resource Kit and make suggestions for specific additions, deletions, and changes. For example, City forms and applications may need to be simplified and clarified. Specific flow chart for start-up businesses may be desired. <i>Deliverable: Brief memo with recommendations.</i>
2.5	Meet with Chamber CEO to evaluate effectiveness of economic gardening strategy and determine resources required for Chamber to continue, if applicable.

Task 3: Business Recruitment. Target successful boutiques and independent restaurants to expand their operations to South Pasadena.

3.1	Identify ten (10) desirable businesses in food, boutique men and women clothing, home décor, vintage, and others. Start with referrals from participants of the March 2014 business attraction project and obtain new referrals from local business owners/operators that would take advantage of synergistic potential to both the owners and their customers when located in close proximity to one another. Conduct site visits to such quaint business districts as Silverlake, Montrose, Larchmont, NoHo, Los Feliz, Eagle Rock, Highland Park, Sierra Madre, and Venice to identify candidates for business recruitment. <i>Deliverable: Obtain contact information for targeted businesses.</i>
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3.2	<p>Develop an outreach and networking program to target prospective independent business owners from outside South Pasadena to participate in a personalized visit to the City based on <i>It's just lunch</i>, the personalized matchmaking service. The visit would consist of a 30-minute walking tour of the business district, a live pitch from a local business owner on the advantages of doing business in South Pasadena, and lunch at a local eatery. The walking tour would include several blocks of one business district that is a good match for the prospective business, introductions to several independent business owners/operators, and a stopover at City Hall to meet and greet the City Manager.</p> <p><i>Deliverables: Draft a mandate for Chamber recruitment program and facilitate a meeting to set goals, type and level of participation, and solicit businesses to target for program. Develop talking points for tour guides that highlight distinguishing characteristics of South Pasadena and establish tour routes for different kinds of businesses. Identify visionary leaders to be tour guides and team members that offer a range of expertise such as site selection, lease negotiation, financing, design and construction, etc. Recruit Chamber members to participate as visionary leaders (tour guides) and team members for different business types to create 3-4 teams. Test the program and obtain feedback from participants.</i></p>
3.3	<p>Invite prospective independent business owners in diverse market niches identified in task 3.1 for a fun and customized visit to South Pasadena. Facilitate 3 lunch dates. Post complimentary business friendly service on Chamber and City websites and promote service to property owners, local real estate professionals, small business lenders, and City staff.</p> <p><i>Deliverables: Reach out to prospective business owners, schedule customized visits, and participate as a member of the recruitment team. Evaluate program and make on-going improvements.</i></p>
3.4	<p>Meet with Chamber CEO to evaluate effectiveness of economic gardening strategy and determine resources required for Chamber to continue, if applicable.</p>

Task 4: Growing Local Entrepreneurs. Identify local businesses poised for growth.

4.1	<p>Gather resources to support entrepreneurial growth.</p> <p><i>Deliverables: Research potential resources available from LAEDC, SGVEP, community colleges, trade associations, government, library, industry websites, and others. Interview local/regional small business development providers and create a menu of existing no-cost services available. Create small business resource page on website showcasing success stories.</i></p>
4.2	<p>Identify business owners/operators who are experiencing entrepreneurial growth, considering relocation from South Pasadena to accommodate their growth, or are having difficulty complying with City requirements (code compliance, new business license, planning/zoning, etc.) and address their critical needs.</p> <p><i>Deliverables: Market service via Chamber/City websites. Obtain referrals from Chamber and City staff. Conduct initial assessments of up to three (3) businesses to determine what specific business development services are desired to address critical needs. Provide technical assistance or make referrals for interventions to providers. Convene meetings with City staff regarding impediments to government approvals, if applicable. Conduct one follow up conversation with business owner/operator to determine if barriers were addressed.</i></p>
4.3	<p>Meet with Chamber CEO to evaluate effectiveness of economic gardening strategy and determine resources required for Chamber to continue, if applicable.</p>

Task 5: Communication, Planning, and Coordination Meetings

5.1	Monthly Check-In Meetings with Chamber CEO to review work products and prioritize tasks(6 meetings)
5.2	Monthly Chamber Economic Development Committee Meetings (6 meetings)
5.3	Participate in quarterly meetings with City and its vendor responsible for monitoring and analyzing sales taxes and industry trends (2 meetings)

II. Billing Rate and Schedule

Professional services shall be charged at the billing rate for nonprofits which is \$110/hour. All services will be provided by Robin D. Scherr. Rates shall remain in effect until June 30, 2015. In addition to professional services fees, a budget of \$2,000 is requested for the Chamber to cover event-related costs such as foods, displays, equipment rentals, decorations, signage, and the like.

The budget is provided below and shows estimated number of hours per task for a total cost. Task budgets may be relocated between tasks as deemed appropriate by the Consultant and Chamber CEO in order to respond to new opportunities or unexpected challenges that arise during task implementation.

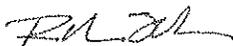
Task	Estimated Hours	Estimated Costs
1.1	4.0	\$440
1.2	6.0	\$660
1.3	2.0	\$220
1.4	18.0	\$1,980
1.5	4.0	\$440
1.6	10.0	\$1,100
1.7	2.0	\$220
1.8	1.0	\$110
<i>Total for Task 1</i>	<i>47.0</i>	<i>\$5,170</i>
2.1	2.0	\$220
2.2	10.0	\$1,100
2.3	39.0	\$4,290
2.4	2.0	\$220
	1.0	\$110
<i>Total for Task 2</i>	<i>54.0</i>	<i>\$5,940</i>
3.1	9.0	\$990
3.2	8.0	\$880
3.3	24.0	\$2,640
3.4	1.0	\$110
<i>Total for Task 3</i>	<i>42.0</i>	<i>\$4,620</i>
4.1	4.0	\$440
4.2	19.0	\$2,090
4.3	1.0	\$110
<i>Total for Task 4</i>	<i>24.0</i>	<i>\$2,640</i>
5.1	6.0	\$660
5.2	6.0	\$660
5.3	2.0	\$220
<i>Total for Task 5</i>	<i>14.0</i>	<i>\$1,540</i>
GRAND TOTAL	181.0	\$19,910

Consultant is available to assist the Chamber on an as needed basis as directed by the CEO. Time and budget for additional scope of services will be outlined at the appropriate time to be approved by the CEO in advance.

The Consultant shall bill the Chamber on a monthly basis and the Chamber shall pay Consultant within thirty days of invoice submitted. This agreement may be terminated by either party with five (5) days written notice by electronic mail.

Please let me know if you have any questions or need additional information. I look forward to carrying out economic development activities with you and the Chamber Board of Directors.

Sincerely yours,



Robin D. Scherr

Approved:

 Scott Feldmann
 CEO
 The South Pasadena Chamber of Commerce

 Date

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City of South Pasadena/ Redevelopment Successor Agency/ Public Financing Authority/ Housing 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: September 17, 2014

TO: Honorable Mayor/Chair and City Council/Board Members
Honorable Chair and Housing Authority Board

VIA: Sergio Gonzalez, City Manager/Executive Director *AG*

FROM: Hilary Straus, Assistant City Manager *HS*
Kimberly Hall Barlow, Special Counsel *KHB*
John Mayer, Senior Planner *JM*

SUBJECT: **Second Amendment to the Exclusive Negotiation Agreement with
Genton Property Group, LLC, for the Downtown Revitalization
Project**

Recommendation

It is recommended that City Council and Housing Authority Board approve an amended and extended Exclusive Negotiation Agreement (ENA) with Genton Property Group, LLC, (GPG) for the Downtown Revitalization Project (Project).

Fiscal Impact

No fiscal impact with this item. The City and GPG entered into a Deposit and Reimbursement Agreement on June 19, 2013, which requires GPG to cover the cost of any consulting resource the City requires in order to analyze and process the Project.

Commission Review and Recommendation

The original ENA with GPG was recommended by the Community Redevelopment Commission (CRC) in August 2011. There has been no additional advisory commission review of this item.

Background

Following a Request for Qualifications (RFQ) process in March 2011, the CRC unanimously recommended GPG as the developer of the Downtown Revitalization Project due to the firm's relevant experience, financial capacity and plans to engage business/property owners and the public on the project.

During the past three years, progress on the Downtown Revitalization Project has fallen behind schedule for a number of reasons, including a significant economic downturn, followed by a slowly recovering economy and uncertainty with redevelopment. The original ENA was due to expire in September 2012. The ENA was extended, and is currently due to expire on September

Second Amendment to the Exclusive Negotiation Agreement with Genton Property Group, LLC,
for the Downtown Revitalization Project

September 17, 2014

Page 2 of 4

30, 2014. When the Council/Authority approved the first extension to the ENA in December 2012, staff advised that there would likely be additional delays due to the continued uncertainty concerning the fate of the formerly Community Redevelopment Agency (CRA)-owned property at the northeast corner of Mound Avenue and El Centro Street (Contested Parcel).

However, progress on the Project has continued on a number of fronts including: City/Authority/Developer negotiations over terms of Disposition and Development Agreements (DDA), developer negotiations with property owners and developer outreach to prospective businesses that could locate to the new mixed-use center.

Some of the factors supporting an amended and extended ENA: GPG has confidence that a project that fits within the entitlements, but is less intensive than originally envisioned, is feasible to build. Also, the State Department of Finance has approved the Long Range Property Management Plan and Purchase and Sale Agreement that allows the disposition of the former CRA property at the northeast corner of Mound Avenue and El Centro Street, and GPG has factored that financial reality into its project planning.

Further, GPG and Bank of America have reached an agreement for GPG to acquire the bank's parcel located on the west side of Edison Lane for use in the Project. Also, negotiations between GPG and Citizens Business Bank continue, and as of this report, appear to be closing in on a deal for GPG to acquire that bank's parcel for inclusion in the Project.

Also noteworthy, GPG agreed to a Deposit and Reimbursement Agreement with the City to reimburse consultant costs incurred by the City to analyze and process the proposed project earlier than would have otherwise been required for a project of this size and type. Reimbursable costs include Kosmont and Associates, a property appraisal, costs incurred by Jones & Mayer (special legal counsel concerning the Project) and costs incurred by Colantuono, Highsmith & Whatley (City Attorney firm).

GPG has met with City/Authority staff, and has agreed to the terms and conditions of the proposed extended ENA.

Analysis

Maintaining an ENA with GPG remains a significant step forward toward the completion of the Project. The ENA gives GPG the green light to continue moving forward with negotiations with the property owners that would be affected by the Project. At this point, the focus is now on acquiring the Citizens Business Bank property. Continuation of an ENA will also give the green light to GPG to continue reaching out to prospective businesses and other significant destination-oriented land uses that may locate in the mixed-use center.

Some key elements of the amended and extended ENA include:

- The agreement is extended until at least March 31, 2016, or such longer time as may be necessary to complete steps required in Exhibit B of the ENA. The term also includes built-in City Council reviews of the developer's progress and performance by March 31, 2015 and September 30, 2015.

Also, there is a fail-safe performance clause that states that the City, Authority and/or the Developer have the authority to terminate this agreement within twenty (20) days should there be a "material default, and ... failure to cure such default" caused by either party (Section 5, Termination).

Staff is recommending the extension through March 31, 2016 because there are multiple steps remaining to be taken to complete project approvals and purchases, many of which cannot be commenced until others are first completed. For example, the property purchase documentation must be completed before staff and the developer can resume project shaping with the Ad Hoc Downtown Project Advisory Committee. This phase must be completed before a revised Planned Development Permit Application can be submitted. Required environmental review cannot begin until the application is complete. Environmental review must be completed and have a period of public review prior to scheduling public hearings with both the Planning Commission and City Council. Thus, in order to allow staff and the developer to focus on bringing the project to fruition, a "right-sized" extension is recommended to allow the process to proceed smoothly and without further delay.

- The Developer will continue providing information to and receiving input concerning project amenities and design from the Ad Hoc Downtown Project Advisory Committee.
- The Developer will submit project feasibility documents (financial pro-forma and financing information) at the City's/Authority's request. This provision primarily refers to revisions/updates of the pro-forma or evidence of funding information, as the developer has already submitted earlier drafts/iterations of the Project's financial pro-forma and evidence of funding to the City and Authority.
- All other milestones, including, preparation and submittal of a proposed revised Planned Development Permit (PDP), preparation of required environmental review documents for the PDP, finalization/agreement of Disposition and Development Agreements, and Review of the PDP, environmental review and DDAs by the Ad Hoc Downtown Project Advisory Committee , Planning Commission and City Council, are established/articulated based upon completion of prior steps in the Project development/approval process, and are described in Exhibit B of the accompanying Second Amendment to the ENA.

Second Amendment to the Exclusive Negotiation Agreement with Genton Property Group, LLC,
for the Downtown Revitalization Project
September 17, 2014
Page 4 of 4

Legal Review

The City Attorney reviewed this staff report and accompanying ENA.

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. Second Amendment to the Exclusive Negotiation Agreement
2. Summary of Exclusive Negotiation agreements (ENAs) with Genton Property Group

ATTACHMENT 1

Second Amendment to the Exclusive Negotiation Agreement

SECOND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS SECOND AMENDEMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement") is entered into by and between (i) the CITY OF SOUTH PASADENA, a public body, corporate and politic ("City"), and (ii), the SOUTH PASADENA HOUSING AUTHORITY, a public body, corporate and politic ("Authority"), on the one hand, and (iii) GENTON PROPERTY GROUP, LLC a Delaware limited liability company, on the other hand (City, Authority and Developer may be referred to herein individually as a "Party" or collectively as the "Parties)."

1. This Second Amendment to Exclusive Negotiation Agreement ("Second Amendment") is intended to extend the term of the ENA as provided herein. All provisions of the ENA between the City, Authority and Developer entered into on December 19, 2012, as modified by the First Amendment to Exclusive Negotiation Agreement entered into on September 6, 2013, shall remain in full force and effect, except as modified herein.

2. Paragraph 2 of the ENA is hereby modified to read as follows:

2. EXCLUSIVE RIGHT TO NEGOTIATE

- A. City and Authority hereby grant to Developer, and Developer hereby accepts, an exclusive right to negotiate in accordance with the terms of this Agreement, commencing on the effective date of this First Amendment and continuing in full force and effect until expiration as set forth below or earlier termination pursuant to Paragraph 2C and Paragraph 5 hereof.
- B. City, Authority and Developer agree, for the period extending at least until March 31, 2016, or such longer time as may be necessary to complete the steps required as set forth in Exhibit "B" hereto, to negotiate diligently and in good faith to prepare one or more DDAs to be entered into by City, Authority and Developer with regard to the purposes described above. The City Council shall review the status of Developer and the Project on or before March 31, 2015, and again on or before September 30, 2015. During the term of this Agreement, City and Authority agree not to negotiate for the development of the Revitalization Area, or any portion thereof, with any party other than Developer, or to initiate any other development of the Revitalization Area or any portion thereof.
- C. In the event that Developer determines that the Project is not feasible, or that the parties are not likely to finalize and execute one or more mutually agreeable DDAs, Developer may terminate this Agreement by delivering written notice thereof to City and Authority. Within thirty (30) days after notice of such termination, any funds held by City from the amount deposited pursuant to the Deposit and Reimbursement Agreement which are not necessary to pay costs which have been incurred up to the date of such termination shall be turned over to Developer and all other obligations under this Agreement shall terminate.

3. Paragraph 5 of the ENA is hereby modified to read as follows:

5. TERMINATION

- A. This Agreement shall terminate upon approval by City and Authority of one or more DDAs covering all of the Properties identified in Paragraph 1 A hereof which are owned by City and Authority. Prior to expiration or termination of this Agreement, either party may terminate this Agreement upon occurrence of a material default, including a failure of Developer to comply with any term or demand made pursuant to the Deposit and Reimbursement Agreement executed on June 19, 2013 (“Deposit and Reimbursement Agreement”), and the failure to cure such default after a twenty (20) business day notice to the other Party and opportunity to cure said default. Default shall be evidenced by failure to timely perform any obligations under this Agreement, except as may be mutually extended by written agreement of the parties hereto.
- B. Limitation on Liability. In any action at law or equity or other legal or administrative proceeding to remedy an event of default of this Agreement or otherwise enforce this Agreement, or that otherwise may arise out of this Agreement, the sole and unique remedies shall consist of (a) mandatory or injunctive relief, (b) writ of mandate, or (c) a contract Claim by Developer to recover unexpended money from the deposit made for City's out of pocket costs, as provided in the Deposit and Reimbursement Agreement; or (d) a contract Claim by City to recover money owed by Developer for City's out of pocket costs, as set forth in Paragraph 1a) or b) of the Deposit and Reimbursement Agreement. Neither City nor Developer shall be liable, regardless of whether the Claim is based in contract or tort, for any lost profits, special, indirect or consequential damages or recovery of any costs and expenses spent pursuant to Paragraph 3J. of this Agreement.

4. Exhibit B of the ENA is hereby modified as reflected in Exhibit “B” hereto.

5. EFFECTIVE DATE

The effective date of this First Amendment to Agreement shall be _____, 2014.

CITY OF SOUTH PASADENA

By: _____
City Manager

Dated: _____

HOUSING AUTHORITY OF SOUTH
PASADENA

By: _____
Executive Director

APPROVED AS TO FORM:
Jones & Mayer Attorneys at Law

By: _____
Kimberly Hall Barlow, Special Counsel

Dated: _____

DEVELOPER

GENTON PROPERTY GROUP, LLC
A Delaware Limited Liability Company

By: _____
Jonathan Genton, CEO

Dated: _____

EXHIBIT B

SCHEDULE OF PERFORMANCE

Milestone Dates and Complete List of Required/Action Steps
To Be Determined and Arrived to Mutually Between City and Developer

Actions	Estimated Completion Dates	Council Meeting Dates
1. Execute Second Amendment to Exclusive Negotiation Agreement	9-18-14	9-17-14
2. Developer will provide evidence of equity financing/financial wherewithal in an amount sufficient to pay for acquisition and development of the Revitalization Area	Various as required by City	N/A
<p>Project Shaping Phase</p> <p>3. Public Information/Public Engagement:</p> <p>a) Meetings with site property and business owners; offsite property and business owners;</p> <p>b) Ad Hoc Downtown Project Advisory Committee;</p> <p>c) Interactive Community Meeting to discuss public input and project features;</p> <p>d) Opening of development website</p>	<p>Various</p> <p>To recommence within 45 days of securing rights to purchase privately owned properties in Project area from Bank of America and Citizens Business Bank</p> <p>Within 20 days of completion of Ad Hoc Downtown Project Advisory Committee Review</p> <p>Completed</p>	N/A
4. Submission of Pro Forma to Staff and Consultant for Review and Comment	Various as required by City	N/A
Project Entitlement		
5. Preparation and submittal of proposed revised Planned Development Permit	120 days after completion of Shaping	N/A

Actions	Estimated Completion Dates	Council Meeting Dates
	Phase with Ad Hoc Downtown Project Advisory Committee	
6. Preparation of required environmental review for proposed Planned Development Permit	60 days after submission of Proposed Revised PDP	N/A
7. Finalize Disposition and Development Agreement	Prior to submission of PDP Application and Environmental Review to Ad Hoc Committee and PC	N/A
8. Review of Planned Development Permit, Disposition and Development Agreement and Environmental Review by Ad Hoc Downtown Project Advisory Committee and Planning Commission	90 Days after completion of DDA negotiations and such additional time as may be required for public noticing	N/A
9. Review of Planned Development Permit, Disposition and Development Agreements and Environmental Review by City Council	After Ad Hoc Committee Review and PC Action, following required public hearing notices	Next available City Council Meeting Date for public hearing

Note: Regularly scheduled meetings with the City, Authority, Working Team, business owners, and property owners will continue throughout the negotiation process.

ATTACHMENT 2

Summary of Exclusive Negotiation Agreements (ENAs) with Genton Property Group

Summary of Exclusive Negotiation Agreements (ENAs) with Genton Property Group

Date	Item	Key Terms	Notes
9/7/11	Initial ENA and Deposit Escrow Agreement approved by Council	<ul style="list-style-type: none"> • \$100,000 refundable escrow deposit payment required. These funds were to be used for DDA preparation &/or OPA development • By 8/10/2011 Establish developer/CRC working team • By 10/17/11 Launch community wide outreach program • By 11/17/11 Conduct roundtable discussions to determine any changes in the scope of the development • By 1/31/12 Develop additional initial conceptual plans based on roundtable discussions and feasibility analysis and/or specific development plans. • 9/7/12 Finalize DDA/OPA 	<p>During the development of these milestones, the State of California was in the process of ending redevelopment, forcing agencies to dispose of all of their RDA assets. The RDA dissolution caused a significant disruption to the Downtown Development Project process. Three of the former RDA parcels were successfully transferred to the City's Housing Authority. Two of these parcels (1503/1507 El Centro) make up the former "nursery site." The third parcel is a sliver of property adjacent to the nursery site on the SW corner El Centro/Edison Ln. All transfers were approved by the State Department of Finance on August 31, 2012. The fourth parcel (across the street from the Nursery site on the NE corner El Centro/Mound) became known as the "contested parcel" because the City made multiple attempts to retain it for the City's Housing Authority. After several months of review, the State denied the contested parcel's transfer to the Housing Authority. The State ultimately approved the sale of the contested parcel to the developer in accordance with the Long Range Property Management Plan, on March 21, 2014.</p> <p>During this time, Genton Property Group approached Bank of America and Citizens Business Bank concerning property</p>

Date	Item	Key Terms	Notes
			<p>acquisitions, and both banks expressed reservations about disposing their properties until they had more certainty that the Project was a go (i.e., that the former RDA parcel would be freed from State control to be included in the Project and that Genton Property Group would be able to acquire them for the Project).</p> <p>It is also noteworthy that the still-sluggish economy, slowly recovering from the Great Recession of 2008, hindered efforts to move forward with the Project.</p>
12/19/12	Extended ENA and Deposit Escrow Agreement approved by Council.	<ul style="list-style-type: none"> • Maintain \$100,000 refundable escrow deposit payment from previous ENA. These funds were to be used for DDA preparation &/or OPA development • By 5/31/13, Complete community outreach program, open development office and launch project web site. • By 6/30/13, Develop additional initial conceptual plans based on results of outreach program and feasibility analysis and/or specific development plans • By 7/31/13, Review additional initial concepts and feasibility with stakeholders. • By 8/18/13, Finalize DDA/OPA. 	<p>When Council approved this first ENA extension, it was noted in the accompanying Council agenda report that the continued uncertainty surrounding the "contested parcel" would likely hinder the developer's ability to meet key deadlines specified in the ENA's Exhibit B. Uncertainty concerning whether Genton would be able to acquire the contested parcel, cost and timing all hindered Genton Property Group's ability to move forward, to meet its internal funding requirements and to satisfy the two bank's concerns about the certainty of the Project ahead of property acquisitions negotiations.</p> <p>Notwithstanding the barrier above, the City moved forward to create an Ad Hoc Downtown Project Advisory Committee on February 20, 2013, charged with working with Genton Property Group and the City's project team on project shaping (design, layout and public amenities issues). Progress</p>

Date	Item	Key Terms	Notes
			<p>has been made on this front though the project shaping process was suspended in August 2013 to not hinder and get out too far in front of critical property acquisition negotiations.</p> <p>Also, during this time, key terms and conditions in the DDA were negotiated between the City and Genton Property Group.</p> <p>Further, the City requested, and Genton Property Group voluntarily agreed, to enter into a Deposit and Reimbursement Agreement (Approved by Council on 6/19/13), to provide developer funding to the City so that the City could retain the necessary consulting services and cover other costs associated with developing the DDA, any applicable OPA, assist in property acquisition, independently study/verify the Project's financial feasibility and complete any applicable environmental work required.</p>
9/4/13	Amended ENA approved by Council.	<ul style="list-style-type: none"> • Refundable \$100,000 escrow deposit payment converted to a non-refundable \$50,000 ENA extension fee paid to the City. • Evidence of Developer Finance submitted within sixty (60) days of approval of this ENA extension. • Developer is required to provide project feasibility documents (e.g., pro-forma, market feasibility analysis) within ten (10) days of 	<p>The State's approval of the sale of the "Contested Parcel" for inclusion in the Downtown Revitalization Project, granted on March 21, 2014, gave the green light to Genton Property Group to move forward with renewed emphasis on acquiring the two most critical pieces of property needed for the Project, the Citizen's Business Bank parcel and the portion of the Bank of America parcel on the west side of Edison Lane. Genton Property Group and the City</p>

Date	Item	Key Terms	Notes
		<p>the City's request.</p> <ul style="list-style-type: none"> All other key terms/date milestones in Exhibit B are based on completion of the previous major action/phase. Exhibit B milestones were restructured in this manner to account for the major forces impacting this project that outside the control of the City and are Genton, the State's approval of the disposition of the Contested Parcel and the major property acquisitions. 	<p>have been working diligently on those acquisitions, and as of this summary report (8/29/14), Genton Property Group and Bank of America have reached a deal for that property acquisition and negotiations are moving forward with Citizens Business Bank concerning that bank's parcel.</p> <p>It also noteworthy that developer Genton Property Group has reached out to other private property owners surrounding the project, but those owners have indicated that they did not want to sell or have indicated purchase prices far higher than market conditions warrant and the Downtown Project's financial pro forma can support.</p>
9/17/14	Proposed ENA Extension		<p>There is still one major property acquisition being negotiated, the Citizens Business Bank parcel. This parcel is critical to the Project. Without it, there is no Project. City staff has indicated that once the CBB acquisition is complete (assuming its successful), then the Project Shaping phase of the Project with the Ad Hoc Downtown Revitalization Project Committee will begin again.</p>

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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: September 17, 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: **Consideration to Adopt Water and Sewer Capacity Charges,
and Consideration to Serve Properties Outside City Limits**

Recommendation

It is recommended that the City Council provide direction regarding:

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

Fiscal Impact

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

Commission Review and Recommendation

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

Background

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

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

Consideration to Adopt Water and Sewer Capacity Charges

September 17, 2014

Page 2 of 4

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

PHL Monterey Hills Moffatt, LLC (PHL) is the owner of five undeveloped lots on the south side of Moffatt Street, west of Maycrest Avenue, located in the City of Los Angeles, adjacent to the City of South Pasadena boundary. PHL has been told by the Los Angeles Department of Water and Power that their system lacks sufficient water pressure to be able to serve the proposed development (Attachment 2). PHL therefore has approached the City of South Pasadena to see whether South Pasadena could and would be willing to provide water and utility service to the proposed development (Attachment 3).

These matters were considered by the City Council at its meeting of July 2, 2014. The City Council directed staff to bring back several price options for the proposed capacity charges.

Analysis

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

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

Water Meter Size	Water Meter Capacity GPM	Water Capacity Charge (Full amount)	Water Capacity Charge (75%)	Water Capacity Charge (50%)	Water Capacity Charge (25%)
¾"	20	\$7,916	\$5,937	\$3,958	\$1,979
1"	50	\$19,789	\$14,842	\$9,895	\$4,947
1½"	100	\$39,578	\$29,683	\$19,789	\$9,895
2"	160	\$63,325	\$47,494	\$31,663	\$15,831
3"	320	\$126,649	\$94,987	\$63,325	\$31,663
4"	500	\$197,900	\$148,425	\$98,950	\$49,475
6"	1,000	\$395,800	\$296,850	\$197,900	\$98,950
8"	1,600	\$633,280	\$474,960	\$316,540	\$158,320

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

meter sizes. The proposed connection fee for a ¾” meter is extrapolated (based on meter capacity) to determine the proposed connection fees for larger meter sizes. However, the consultant who prepared the connection charge study recommends that the fees for water meter sizes greater than 3” be considered on a case-by-case basis rather than by extrapolation. The developer would prepare a water usage study for the specific property and the capacity charges can be determined accordingly. This approach will likely yield a lower usage than extrapolating the smaller sizes upward for the larger meter sizes, which would result in lower capacity charges.

The proposed sewer capacity charges are as follows:

Connection Size	Sewer Capacity Charge (Full Amount)	Sewer Capacity Charge (75%)	Sewer Capacity Charge (50%)	Sewer Capacity Charge (25%)
1 EDU	\$2,094	\$1,571	\$1,047	\$5,24

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

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

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

At the July 2, 2014 City Council meeting, questions were raised during public comment regarding the effective date of the new capacity charges, and when would they be collected. The developer making the public comment stated that their project had already been approved, and requested a waiver from any new connection charges which would be applied to his project retroactively. Staff recommends that the new charges become effective January 1, 2016, and any project which has already been permitted before that date would be exempted. Staff is also recommending that the capacity charges be collected at the time of permit issuance.

The City Council is also requested to provide direction whether to provide new water and sewer services to properties located outside the City boundaries. A specific request has been received by PHL to serve five lots on the south side of Moffatt Street, in the City of Los Angeles (Attachment 3).

The City of Los Angeles has indicated to the developer that it cannot provide water service to these lots due to insufficient pressure (Attachment 2). Preliminary findings indicate that South Pasadena's water and sewer systems have the capability and capacity to provide services to the proposed development. A formal water hydraulic model and a sewer capacity study will be required to confirm that is indeed the case. However, the matter at hand is simply to make a policy decision of whether the City is willing to provide utility services to these properties located outside the City.

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

Legal Review

The City Attorney has reviewed the fee study.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*. Notices were also mailed to certain developers who have previously expressed interest in developing larger projects within the City.

Attachments:

1. Fee Study
2. No Serve Letter from City of Los Angeles
3. Letter from PHL

ATTACHMENT 1
Fee Study

DRAFT MEMORANDUM

October 24, 2013

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

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

From: Grant Hoag, P.E.

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

This memo is divided into the following sections:

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

1.0 Executive Summary

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

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

1.1 Recommended Connection Fees

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

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

1.2 Recommended Outside-City Surcharges

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

2.0 Background, Calculation Methodology and Legal Issues

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

2.1 Background

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

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

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

2.2 Calculation Methodology

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

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

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

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

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

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

The technical analysis of the outside-city surcharges is conducted in three steps.

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

2.3 Legal Issues

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

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

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

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

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

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

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

3.0 Technical Analysis, Findings and Recommendations

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

3.1 Table 1: Water Utility Accounts

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

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

3.2 Table 2: Sewer Utility Accounts

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

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

3.3 Table 3: Water Utility Fixed Assets

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

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

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

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

3.4 Table 4: Wastewater Utility Fixed Assets

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

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

3.5 Table 5: Capital Improvement Plan Projects

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

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

3.6 Table 6: Water System Connection Fee Recommendation

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Table 8: Sewer Utility Connection Fees Recommendation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 Analysis Information Sources

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

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

5.0 Glossary

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

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

6.0 Tables and Appendices

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

Table 1	Water Utility Accounts
Table 2	Sewer Utility Accounts
Table 3	Water Utility Fixed Assets
Table 4	Wastewater Utility Fixed Assets
Table 5	Capital Improvement Plan Projects
Table 6	Water System Connection Fee Recommendation
Table 7	Water Utility Connection Fees by Meter Size Recommendation
Table 8	Sewer System Connection Fee Recommendation
Table 9	Outside-City Surcharge on Water Utility Recommendation
Table 10	Outside-City Surcharge on Sewer Utility Recommendation
Appendix A	City of South Pasadena Current Pipe Installation Project Costs
Appendix B	Fixed Asset Value for Existing Ductile Iron Water Pipelines
Appendix C	Estimated Age of Pipeline Assets by Diameter
Appendix D	Original Unit Cost of Pipeline Assets by Diameter
Appendix E	Original Cost of Pipeline Assets by Diameter and Year of Service
Appendix F	Estimated Water Pipeline Life -- Western USA
Appendix G	Estimated Original City Pipeline Assets Costs by Year of Service
Appendix H	Engineering News Record Construction Index

Table 1
Water Utility Accounts

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

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

Table 2
Sewer Utility Accounts

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

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

Growth is estimated at 1% year.

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

Table 3
Water Utility Fixed Assets

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

Water Asset Category	Water Asset Descript	Pipe Length (ft)	Year of Service	LA ENRCCI (2013= 10,481)	Life (years)	Remaining Life as of 2013		Original Cost (OC)	2013 OCLD	2013 RC	2013 RCLD
						Years	% of Life				
Production	Source of Supply-Wells		1964	936	50	10	20%	\$ 174,729	\$ 34,946	\$ 1,956,553	\$ 391,311
Production	Reservoir & Tanks		1965	971	30	6	20%	\$ 771,422	\$ 154,284	\$ 8,326,747	\$ 1,665,349
Production	Water Treat Structure & Imp		1969	1,309	50	10	20%	\$ 13,710	\$ 2,742	\$ 109,775	\$ 21,955
Production	MWD-Others Source of Supply		1971	1,704	20	4	20%	\$ 68,859	\$ 13,772	\$ 423,541	\$ 84,708
Production	Source of Supply-Structure. Imp		1977	3,162	50	14	28%	\$ 21,092	\$ 5,906	\$ 69,913	\$ 19,576
Production	Pump Stations Structure & Imp		1983	5,064	50	20	40%	\$ 162,476	\$ 64,990	\$ 336,285	\$ 134,514
Distribution	Fire Services		1988	5,771	20	4	20%	\$ 144,639	\$ 28,928	\$ 262,693	\$ 52,539
Building	Westside Warehouse Re-Roofing		1997	6,664	50	34	68%	\$ 13,941	\$ 9,480	\$ 21,927	\$ 14,910
Production	Reroofing		1997	6,664	50	34	68%	\$ 7,472	\$ 5,081	\$ 11,753	\$ 7,992
Distribution	Fire Serve 1996-1997 Additions		1997	6,664	20	4	20%	\$ 8,483	\$ 1,697	\$ 13,343	\$ 2,669
Distribution	Install Valve Garfield/Mission		1997	6,664	20	4	20%	\$ 10,979	\$ 2,196	\$ 17,268	\$ 3,454
Building	Paint City Yard		1998	6,852	50	35	70%	\$ 8,450	\$ 5,915	\$ 12,925	\$ 9,048
Reservoir	Master Plan-Wilson Reservoir		1998	6,852	50	35	70%	\$ 23,689	\$ 16,582	\$ 36,235	\$ 25,364
Reservoir	Master Plan-Wilson Reservoir		1999	6,826	50	36	72%	\$ 2,253	\$ 1,622	\$ 3,459	\$ 2,491
Building	Reroof-Reservoir Pump house		1999	6,826	20	6	30%	\$ 5,540	\$ 1,662	\$ 8,506	\$ 2,552
Building	Replace Svc Facility Garage		1999	6,826	50	36	72%	\$ 19,834	\$ 14,280	\$ 30,454	\$ 21,927
Reservoir	Reroof Grave Reservoir		1999	6,826	50	36	72%	\$ 43,613	\$ 31,401	\$ 66,966	\$ 48,215
Reservoir	Reroof Graves Reservoir		1999	6,826	50	36	72%	\$ 6,000	\$ 4,320	\$ 9,213	\$ 6,633
Site	Replace Driveway-Service		2000	7,068	20	7	35%	\$ 7,435	\$ 2,602	\$ 11,025	\$ 3,859

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

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

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

RCLD: Replacement Cost Less Depreciation

OCLD: Original Cost Less Depreciation

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

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

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

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

Table 4
Wastewater Utility Fixed Assets

Sewer Asset Category	Diam (in)	Pipe Length (ft)/ No. of Assets	Material	Description	Year of Service	LA ENRCCI (2013= 10,481)	Life (years)	Est. Remaining Life as of 2013		Original Cost (est. in black, actual in blue)		2012 Replacement		
								Years	% of Life	OCLD	Cost New (est)	2013 RC	2013 RCLD	
Pipeline	8	480	VCP	Amberwood, Grace an	2012	10,329	60	59	98%	\$ 59,918	\$ 58,919	\$	60,802	\$ 59,789
Pipeline	8	720	VCP	Park Ave. from Grevell	2012	10,329	60	59	98%	\$ 128,834	\$ 126,687	\$	130,735	\$ 128,556
Pipeline	na	na		Arroyo Park	2008	9,823	60	55	92%	\$ 18,810	\$ 17,243	\$	20,070	\$ 18,397
Pipeline	na	na		Wilson Well #2 Rehab	2008	9,823	60	55	92%	\$ 566,842	\$ 519,605	\$	604,801	\$ 554,401
Pipeline	na	na		Graves Well #2 Rehab	2009	9,764	60	56	93%	\$ 445,833	\$ 416,111	\$	478,587	\$ 446,681
Pipeline	na	na		Oak Hill Ln & Pinecrest	2010	10,004	60	57	95%	\$ 28,000	\$ 26,600	\$	29,334	\$ 27,867
Pipeline	na	na		Hanscom Dr & Peterso	2011	10,089	60	58	97%	\$ 93,149	\$ 90,044	\$	96,771	\$ 93,545
Pipeline	na	na		Marengo Ave	2011	10,089	60	58	97%	\$ 209,363	\$ 202,384	\$	217,502	\$ 210,252
Pipeline	na	na		Crestlake, Elm Park & f	2011	10,089	60	58	97%	\$ 127,183	\$ 122,944	\$	132,127	\$ 127,723
Manhole	na	589		Access Manhole	1919	198	60	12	20%	\$ 39,518	\$ 7,904	\$ 2,061,500	\$ 2,091,837	\$ 418,367
Manhole	na	98		Access Manhole	1940	242	60	12	20%	\$ 8,036	\$ 1,607	\$ 343,000	\$ 348,048	\$ 69,610
Manhole	na	295		Access Manhole	1960	824	60	12	20%	\$ 82,368	\$ 16,474	\$ 1,032,500	\$ 1,047,694	\$ 209,539
Manhole	na	93		Flush Tank	1919	198	60	12	20%	\$ 5,348	\$ 1,070	\$ 279,000	\$ 283,106	\$ 56,621
Manhole	na	15		Flush Tank	1940	242	60	12	20%	\$ 1,054	\$ 211	\$ 45,000	\$ 45,662	\$ 9,132
Manhole	na	47		Flush Tank	1960	824	60	12	20%	\$ 11,248	\$ 2,250	\$ 141,000	\$ 143,075	\$ 28,615
Pipeline	6	736	VCP/CI	Original Sewers	1919	198	60	12	20%	\$ 1,687	\$ 337	\$ 87,985	\$ 89,280	\$ 17,856
Pipeline	8	159,313	VCP	Original Sewers	1919	198	60	12	20%	\$ 367,203	\$ 73,441	\$ 19,155,771	\$ 19,437,664	\$ 3,887,533
Pipeline	10	4,872	VCP	Original Sewers	1919	198	60	12	20%	\$ 11,290	\$ 2,258	\$ 588,976	\$ 597,643	\$ 119,529
Pipeline	12	2,924	VCP	Original Sewers	1919	198	60	12	20%	\$ 6,789	\$ 1,358	\$ 354,160	\$ 359,372	\$ 71,874
Pipeline	14	566	VCP	Original Sewers	1919	198	60	12	20%	\$ 1,327	\$ 265	\$ 69,220	\$ 70,238	\$ 14,048
Pipeline	16	3,004	VCP	Original Sewers	1919	198	60	12	20%	\$ 7,082	\$ 1,416	\$ 369,443	\$ 374,879	\$ 74,976
Pipeline	18	1,415	VCP	Original Sewers	1919	198	60	12	20%	\$ 3,359	\$ 672	\$ 175,237	\$ 177,816	\$ 35,563
Pipeline	6	123	VCP/CI	Original Sewers	1940	242	60	12	20%	\$ 344	\$ 69	\$ 14,664	\$ 14,880	\$ 2,976
Pipeline	8	26,669	VCP	Original Sewers	1940	242	60	12	20%	\$ 75,129	\$ 15,026	\$ 3,206,657	\$ 3,253,845	\$ 650,769
Pipeline	10	812	VCP	Original Sewers	1940	242	60	12	20%	\$ 2,300	\$ 460	\$ 98,163	\$ 99,607	\$ 19,921
Pipeline	12	487	VCP	Original Sewers	1940	242	60	12	20%	\$ 1,383	\$ 277	\$ 59,027	\$ 59,895	\$ 11,979
Pipeline	14	94	VCP	Original Sewers	1940	242	60	12	20%	\$ 270	\$ 54	\$ 11,537	\$ 11,706	\$ 2,341
Pipeline	16	501	VCP	Original Sewers	1940	242	60	12	20%	\$ 1,443	\$ 289	\$ 61,574	\$ 62,480	\$ 12,496
Pipeline	18	236	VCP	Original Sewers	1940	242	60	12	20%	\$ 684	\$ 137	\$ 29,206	\$ 29,636	\$ 5,927
Pipeline	6	368	VCP/CI	Original Sewers	1960	824	60	12	20%	\$ 3,510	\$ 702	\$ 43,993	\$ 44,640	\$ 8,928
Pipeline	8	80,006	VCP	Original Sewers	1960	824	60	12	20%	\$ 767,437	\$ 153,487	\$ 9,619,970	\$ 9,761,536	\$ 1,952,307
Pipeline	10	2,436	VCP	Original Sewers	1960	824	60	12	20%	\$ 23,493	\$ 4,699	\$ 294,488	\$ 298,822	\$ 59,764
Pipeline	12	1,462	VCP	Original Sewers	1960	824	60	12	20%	\$ 14,127	\$ 2,825	\$ 177,080	\$ 179,686	\$ 35,937
Pipeline	14	283	VCP	Original Sewers	1960	824	60	12	20%	\$ 2,761	\$ 552	\$ 34,610	\$ 35,119	\$ 7,024
Pipeline	16	1,502	VCP	Original Sewers	1960	824	60	12	20%	\$ 14,736	\$ 2,947	\$ 184,721	\$ 187,440	\$ 37,488
Pipeline	18	707	VCP	Original Sewers	1960	824	60	12	20%	\$ 6,990	\$ 1,398	\$ 87,619	\$ 88,908	\$ 17,782
Pipeline	8	700	VCP	Original Sewers	2009	9,764	60	56	93%	\$ 88,560	\$ 82,656	\$ 93,688	\$ 95,067	\$ 88,729
Sewer Length (mi)										55				
Total Fixed Assets as of 2013										\$ 3,227,408	\$ 1,955,376	\$ 38,719,786	\$ 41,060,309	\$ 9,594,843
Annual Depreciation on Assets										\$	\$ 53,790			\$ 645,330

RCLD: Replacement Cost Less Depreciation

OCLD: Original Cost Less Depreciation

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

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

Table 5
Capital Improvement Plan Projects

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

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

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

CIP: Capital Improvement Projects

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

All projects are improvements to existing utilities.

Table 6
Water System Connection Fee Recommendation

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

RCLD: Replacement Cost Less Depreciation

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

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

Table 7
 Water Utility Connection Fees by Meter Size Recommendation

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

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

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

Table 8
Sewer System Connection Fee Recommendation

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

RCLD: Replacement Cost Less Depreciation

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

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

Table 9
Outside City Surcharge on Water Utility Recommendation

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

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

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

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

Table 10
Outside City Surcharge on Sewer Utility Recommendation

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

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

b. Source: City Sewer Rate Schedule of increases

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

Appendix A

City of South Pasadena Current Pipe Installation Project Costs

Contractor Bid Element	Street Location of 6" inner diameter (ID) ductile iron (DI) Pipe Replacement Project				Weighted Average
	Hawthorne	St. Albans	Rollin	Brunswick	
Pipeline Length (LF)	1,500	1,550	750	710	
Calendar Year of Bid	2012	2011	2010	2010	
No. of Contractor Bids (b)	7	6	12	12	
6" ID DI Pipe (\$/lf) Bid	\$103	\$113	\$96	\$111	
Fittings, hydrants, cuts etc (a)	\$71	\$66	\$87	\$136	
Unit Bid Price (\$/lf DI)	\$174	\$179	\$183	\$247	
Total Bid Price (\$/lf)	\$261,000	\$277,450	\$137,250	\$175,370	
ENRCCI Adj to 2012	na	2%	3%	3%	
Average 6" ID DI Pipeline Bid Prices Adjusted to 2012 Dollars					
Pipe (\$/lf) Bid	\$103	\$116	\$99	\$115	\$109
Fittings, hydrants, cuts etc Bid (a)	\$71	\$68	\$90	\$140	\$84
Subtotal DI Pipe 6" ID Total (\$/lf)	\$174	\$183	\$189	\$255	\$192
City Costs of Contract Management, Inspection, Change Orders etc in Fixed Asset Value (c)					
Engineering					15%
Construction Mgmt & Inspection					15%
Contingencies					10%
Total City Capitalized O/H Costs for Fixed Asset Value of Pipelines					40%
Grand Total Cost for Pipe 6" ID DI Total (\$/lf, 2012 dollars)					\$269

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

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

Appendix B

Fixed Asset Value for Existing Ductile Iron Water Pipelines

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

a. Source: City GIS Map Water Main Pipeline Information

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

315

Appendix C
 Estimated Age of Pipeline Assets by Diameter

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

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

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

Appendix E

Original Cost of Pipeline Assets by Diameter and Year of Service

Estimated Year of Service	Ductile Iron (DI) Pipe Original Costs by Inner Diameter (inch) by Year of Service										Total Original Cost
	2	4	6	8	10	12	16	18	24		
1923	\$ -	\$ 47,253	\$ 75,564	\$ 37,262	\$ 14,912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174,991
1924	\$ 98	\$ 6,530	\$ 10,442	\$ 5,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,218
1925	\$ 3,194	\$ 3,909	\$ 29,189	\$ 11,307	\$ 13,808	\$ 1,468	\$ 66,290	\$ 32,792	\$ 43,126	\$ -	\$ 205,082
1926	\$ -	\$ 3,551	\$ 5,679	\$ 2,801	\$ 1,121	\$ 1,989	\$ -	\$ -	\$ -	\$ -	\$ 15,141
1927	\$ -	\$ 8,369	\$ 13,383	\$ 6,600	\$ 2,641	\$ 4,688	\$ -	\$ -	\$ -	\$ -	\$ 35,681
1928	\$ -	\$ 238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 238
1929	\$ -	\$ 5,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,520
1931	\$ -	\$ 3,423	\$ -	\$ 2,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,123
1932	\$ -	\$ 3,543	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,543
318 1933	\$ -	\$ 3,373	\$ 5,394	\$ 2,660	\$ 1,064	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,491
1934	\$ -	\$ -	\$ -	\$ -	\$ 20,968	\$ 37,222	\$ -	\$ -	\$ -	\$ -	\$ 58,190
1935	\$ -	\$ 15,812	\$ 25,285	\$ 12,469	\$ 4,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,556
1936	\$ 472	\$ 31,519	\$ 50,404	\$ 24,855	\$ 9,947	\$ 17,657	\$ -	\$ -	\$ -	\$ -	\$ 134,853
1937	\$ -	\$ 17,549	\$ 28,063	\$ 13,838	\$ 5,538	\$ 9,831	\$ 3,897	\$ 1,928	\$ 2,535	\$ -	\$ 83,179
1938	\$ -	\$ 52,960	\$ 84,690	\$ 41,763	\$ 16,713	\$ 29,668	\$ -	\$ -	\$ -	\$ -	\$ 225,794
1939	\$ 892	\$ 59,589	\$ 95,291	\$ 46,990	\$ 9,402	\$ 33,382	\$ -	\$ -	\$ -	\$ -	\$ 245,547
1940	\$ 783	\$ 52,288	\$ 83,616	\$ 41,233	\$ 8,250	\$ 29,292	\$ -	\$ -	\$ -	\$ -	\$ 215,462
1941	\$ -	\$ 49,055	\$ 78,446	\$ 38,683	\$ 7,740	\$ 27,481	\$ -	\$ -	\$ -	\$ -	\$ 201,405
1942	\$ 125	\$ 8,383	\$ 13,406	\$ 6,611	\$ 1,323	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,849
1949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,469	\$ 20,800	\$ 10,289	\$ 13,532	\$ -	\$ 97,089
1964	\$ -	\$ 69,581	\$ 111,271	\$ 54,870	\$ 10,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 246,701
1972	\$ 2,748	\$ 183,610	\$ 293,619	\$ 144,790	\$ 28,972	\$ 102,859	\$ 40,775	\$ 20,170	\$ 26,527	\$ -	\$ 844,070
Total	\$ 8,312	\$ 626,054	\$ 1,003,742	\$ 494,580	\$ 158,369	\$ 348,007	\$ 131,762	\$ 65,179	\$ 85,720	\$ -	\$ 2,921,724

Appendix F

Estimated Water Pipeline Life -- Western USA

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

Source: AWWA 2010 Study "Buried No Longer"

The City Department of Public Works estimates of asset service lives are based on best available information for asset management such as condition assessment and valuations. The City Department of Finance uses a standard service life of 50 years for CAFR-based GASB 34 depreciation calculations and accounting purposes; that value is not utilized in this Analysis.

Appendix G

Estimated Original City Pipeline Assets Costs by Year of Service

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

a. All pipelines are Ductile Iron.

Appendix H
Engineering News Record Construction Index

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

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

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ATTACHMENT 2
No Serve Letter from City of Los Angeles

Los Angeles  Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

August 8, 2014

Map 148-237

Mr. Laron Turley
1451 Quail Street, Suite 204
Newport Beach, California 92660

Subject: Water Service
Lowell Avenue North of Atlas Street
Lots 18, 20, 22, 24, and 26 of Tract No. 5643

Dear Mr. Turley:

This letter states our position on water service to your property described as lot numbers 18, 20, 22, 24, and 26 of Tract No. 5643 of Book 75, pages 19 and 20 of Los Angeles County Maps. This property is located on the border of Los Angeles and the City of South Pasadena.

Due to the existing water system pressures in the area, LADWP cannot provide the required fire flow to the proposed project. If water service is provided by the City of South Pasadena, domestic water meters should meet or exceed the AWWA C702 (Compound Meters) Standard for Cold Water Meters, and the developer must satisfy fire protection requirements established by the Los Angeles Fire Department and make arrangements with the Bureau of Sanitation of the City of Los Angeles for the payment of sewer charges.

Should you require additional information, please contact Denise Gardiner at (213) 367-1120. Correspondence may be addressed to P.O. Box 51111, Room 1425, Los Angeles, California, 90051-5700.

Sincerely,



Denise Gardiner
Central District Engineer
Water Distribution Engineering

DG

Los Angeles Aqueduct Centennial Celebrating 100 Years of Water 1913-2013

111 N. Hope Street, Los Angeles, California 90012-2607 Mailing address: Box 51111, Los Angeles, CA 90051-5700
Telephone: (213) 367-324 www.LADWP.com

ATTACHMENT 3
Letter from PHL



March 10, 2014

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

Subject: Request for Service Outside City of South Pasadena

Dear Shin Furukawa:

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

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

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

Sincerely,

PHL Monterey Hills Moffatt, LLC

David French, Manager

**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: September 17, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: David G. Watkins, AICP, Planning & Building Director 
SUBJECT: **Consideration of Initiating Amendments to the General Plan and Zoning Maps Regarding Undeveloped Properties Owned by Caltrans**

Recommendation

It is recommended that the City Council initiate amendments to the General Plan and Zoning maps for land that Caltrans identified as unimproved properties and are not within the scope of remaining alternatives in the State Route 710 (SR-710) Environmental Impact Report (EIR).

Fiscal Impact

There are no fiscal impacts related to this item.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

For many years, Caltrans has proposed a surface route that would extend the SR-710. Now that Caltrans is considering other options for the SR-710, there are a number of properties within the corridor that are no longer needed and considered surplus. State Law (the Roberti Act) establishes specific priorities and procedures for the disposition of surplus residential properties including their sale to current occupants at “an affordable price” and to public and private housing-related entities at a price necessary to “make the housing affordable to households of low or moderate income.” Regarding those properties that are not residential, the Roberti Act requires that it offers the land at fair market value and it gives priority to current tenants that are in good standing. Senate Bill 1170 could require that Caltrans offer those non-residential properties at a price that reflects their fair market value at its current use rather than the highest and best use that appraisers generally use to value properties.

Caltrans owns five non-residential properties that are unimproved. Those properties include: 728 Bonita Drive, 821 Bonita Drive, 804 Valley View Road, 2006 Berkshire Road, and 1107 Grevelia Street (see Attachment 2). Each property could be developed with a single family home. The only property that could allow two units on a lot is 1107 Grevelia which is zoned

Residential Medium Density. More non-residential properties may be listed in the future; staff has requested a complete list of properties from Caltrans. Most of these properties are located in a hilly area of the City of South Pasadena (City). In light of the anticipated sale of these undeveloped properties, opportunities exist to preserve them for open space uses. Those properties can be re-zoned to the Open Space (O-S) zoning designation which allows a variety of active and passive open space uses, including parks, natural open space areas, and recreational facilities.

On August 20, 2014, Councilmember Schneider requested that staff return to the City Council with a resolution of intention to initiate amendments to the General Plan and Zoning maps for the undeveloped (non-residential) properties that Caltrans will surplus.

Analysis

Section 36.620.030A.1.a of the Zoning Code requires that the City Council pass a resolution of intention to initiate amendments to the General Plan and the Zoning maps.

The General Plan map embodies the community's vision of its land use policies. The Zoning Map implements those policies by classifying and regulating the uses of land and structures within the City, consistent with the General Plan. State law requires the City to involve citizens, public agencies, and other community groups when there are proposed changes to General Plan land use policies. Upon initiation of the map amendments, staff will analyze local needs based on the existing open-space to population ratio, and the anticipated population growth of the area. Staff will then inform the public about amending the maps and hold a community meeting with the property stakeholders (including neighborhood residents) to obtain public input regarding major issues, community objectives, and the planned policies for the surplus lots. This process will take approximately three to four months.

Environmental review is also a fundamental component to this amendment process. Staff will concurrently prepare the environmental documentation in accordance with the California Environmental Quality Act (CEQA). Staff will identify the potential environmental issues related to the map amendments in the Initial Study and recommend a Negative Declaration if there are no impacts. Residents, public agencies, and other community groups will have an opportunity to review the proposed map amendments and related CEQA documents for 20 days prior to the Planning Commission meeting. State law requires that the Planning Commission hold a public hearing for any amendments to the General Plan and Zoning maps and provide the City Council with a recommendation. The Planning Commission hearing is tentatively scheduled for January 25, 2015; the City Council hearing for a final decision would then take place on February 18, 2015.

Legal Review

The City Attorney has reviewed this item.

Initiating General Plan and Zoning Map Amendments (Caltrans Lots)
September 17, 2014
Page 3 of 3

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.

Attachments:

1. City Council Resolution of Intention
2. Map Illustrating Cal Trans Surplus Lots
3. SPMC Section 36.620.030A.1.a

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ATTACHMENT 1
City Council Resolution of Intention

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
DECLARING ITS INTENTION TO AMEND THE
GENERAL PLAN AND ZONING MAPS REGARDING
UNDEVELOPED NON-RESIDENTIAL PROPERTIES
OWNED BY CALTRANS
SOUTH PASADENA, CALIFORNIA**

WHEREAS, on September 17, 2014, the City Council considered whether the General Plan and Zoning maps should be amended to re-zone undeveloped surplus properties owned by Caltrans from residential to open space; and

WHEREAS, on September 17, 2014, the City Council found that the amendments to the General Plan and Zoning maps were supported by a finding of benefit to the public interest, health, safety, convenience, and general welfare of the City of South Pasadena (City) through the preservation of new open space opportunities allowing parks, natural open space, and recreational facilities sufficient to warrant this resolution of intent to initiate the map amendments; and

WHEREAS, Section 36.620.030A.1. of the Zoning Code requires that the City Council adopt a resolution of intention initiating the amendment of the Zoning Code.

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

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

SECTION 2. That the public interest and convenience requires, and it is the intention of the City Council, to undertake proceedings to amend the General Plan and Zoning maps for undeveloped surplus properties that Caltrans owns.

SECTION 3. In furtherance of the findings requirements in Zoning Code Section 36.620.070, and as per Zoning Code Sections 36.620.030 and 36.620.050, the City Council hereby requests that the Planning Commission make a written recommendation to the City Council about whether the residential land use designation for the undeveloped Caltrans surplus lots should be designated for open space uses.

SECTION 4. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 17th day of September, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of September, 2014, by the following vote:

AYES:

NOES:

ABSENT:

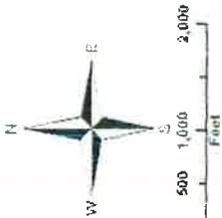
ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

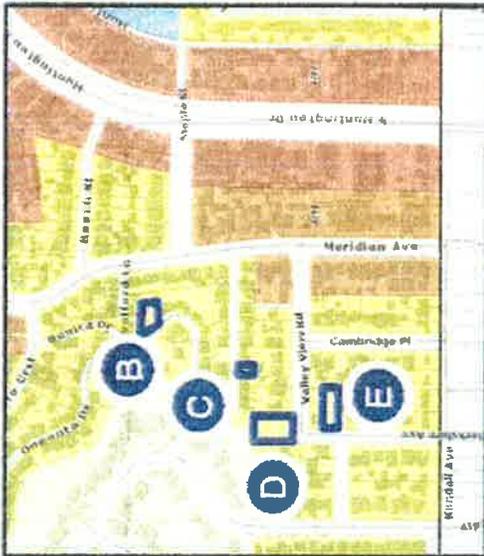
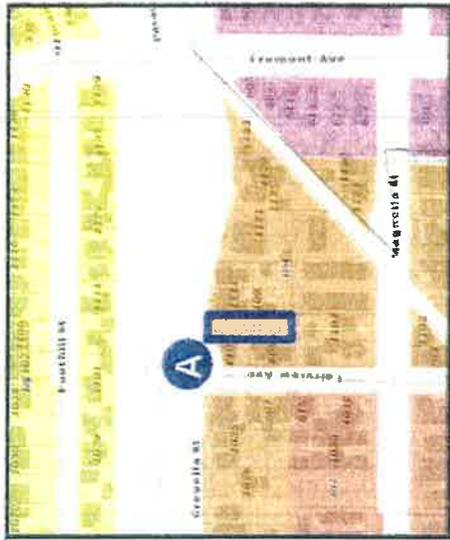
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ATTACHMENT 2
Map Illustrating Cal Trans Surplus Lots

Caltrans Surplus Lots



336



1107 Grey



728 Bonita Drive



821 Bonita Ave



804 Valley View



2006 Berkeley

ATTACHMENT 3
SPMC Section 36.620.030A.1.a

South Pasadena Municipal Code

[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[CHAPTER 36 ZONING](#)[Article 6 Zoning Code Administration](#)[Division 36.620. Amendments](#)**36.620.030 Initiation of Amendments.**

An amendment to the General Plan, this Zoning Code, or the Zoning Map shall be initiated in compliance with this Section.

A. Who may initiate an amendment.

1. General Plan or Zoning Code. A General Plan or Zoning Code amendment may only be initiated by:

- a. A resolution of intention by the Council;
- b. A resolution of intention by the Commission;
- c. The Council or Commission upon request of an applicant; or
- d. Council action to adopt an urgency measure as an interim ordinance in compliance with State law (Government Code Section 65858).

2. Zoning Map. A Zoning Map amendment may be initiated by:

- a. A resolution of intention by the Council;
- b. A resolution of intention by the Commission; or
- c. The filing of an amendment application with the Department by the owner or authorized agent of property for which the amendment is sought. If the property is under more than one ownership, all of the owners or their authorized agents shall join in filing the application.

B. Application filing and processing.

1. An application for an amendment shall be filed and processed in compliance with Division 36.400 (Application Filing and Processing).

2. The application shall be accompanied by the information identified in the Department handout for amendment applications.

(Ord. No. 2108 § 1.)

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: September 17, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SS*

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

SUBJECT: **Consideration to Create Striped Left Turn Lanes on
Monterey Road at Meridian Avenue**

Recommendation

It is recommended that the City Council:

1. Approve the creation of striped left turn lanes on Monterey Road at Meridian Avenue; and
2. Approve a transfer of funds in the amount of \$25,000 from General Fund Reserves to fund the work.

Fiscal Impact

The cost of sandblasting existing striping, painting new striping and painting red curb is estimated to cost \$25,000. Funding for this work has not been identified in the current budget, so it will require a transfer of funds from General Fund reserves.

Commission Review and Recommendation

The Public Works Commission discussed this matter at several meetings, most recently at its meeting of July 9, 2014. The Commission recommended the creation of the left turn lanes on Monterey Road at Meridian Avenue.

Background

Monterey Road is a 2.3-mile long asphalt paved local collector street running the entire length of the City. With many utility cuts, alligator cracking and potholes, the pavement is in need of repair, with pavement condition index (PCI) scores averaging 45 west of the Gold Line crossing at Pasadena Ave. and 57 east of the Gold Line crossing. However, a roadway improvement project for Monterey Road must address existing sidewalk obstructions not currently in compliance with the Americans with Disability Act. There has been much discussion by the City Council to discuss how to address these ADA issues, whether to narrow the roadway to two lanes (road diet), move the obstructions to the back of the sidewalk, or some combination of the two. A citizens' subcommittee was formed to explore various options for Monterey Road, but on the issue of a road diet the subcommittee was evenly split. To date, a final decision has not been made on this matter.

In the interim, a request was made at the February 12, 2014 Public Works Commission meeting to consider the possibility of creating left turn lanes on Monterey Road at Meridian Avenue and at Diamond Avenue as a temporary measure to ease traffic congestion, until the final vision for Monterey Road is developed. At the subject location, Monterey Road is a four-lane roadway with no dedicated left turn lanes. During peak traffic hours, the lack of a dedicated left turn lane becomes problematic when there are vehicles waiting to turn left. This is especially problematic in the AM peak hour when westbound vehicles are waiting to turn left to go southbound towards the High School. If a vehicle is waiting to turn left, the roadway is effectively reduced to a single lane in that direction, reducing its capacity.

In preparation for discussion of this item at the Public Works Commission meeting, staff sent letters soliciting feedback to all homeowners whose properties are located on or adjacent to Monterey Road, between Glendon Way and Fairview Avenue, on both sides of the street. Sixteen email responses were received; most of them opposed the idea. Five residents also spoke at the Commission meeting opposing the idea. The primary concern was the loss of parking, and the safety concern of having traffic traveling closer to the sidewalk without the buffer of parked vehicles.

Initially, the Commission recommended installing left turn lanes on Monterey Road at Meridian Avenue and at Diamond Avenue. However, after receiving public comment at the Public Works Commission meeting, to be sensitive to the parking needs of the nearby residents the Commission ultimately decided to recommend creation of left turn lanes only at Monterey Road at Meridian Avenue.

Analysis

The existing roadway is of sufficient width to be able to create the left turn lane and still have two lanes of through traffic (two 11' thru lanes and a 10' left turn lane). However, in order to do so, additional red curb would have to be installed. The Public Works Commission recommended removing parking along the north side of Monterey Road while preserving existing parking on the south side. This would result in a loss of all on-street parking along the north side of Monterey Road between Glendon Way and Diamond Avenue (approximately 16 parking spaces). The Commission recommended removing parking on the north side because more homes along the north side front side streets (and have parking on those streets) as compared to the south side. Furthermore, the homes along the north side that do front Monterey Road have access to parking at the rear of their homes through Collier Alley.

Transportation studies have shown that the creation of left turn lanes reduce the number of rear-end, sideswipe, left turn, and head-on accidents 20-30%. By creating left-turn pockets, waiting vehicles are moved out of the travel lane which reduces the potential for rear-end and sideswipe accidents. Left turn accidents are reduced because the left-turn pockets encourage left turning vehicles to wait for longer gaps in opposing traffic to make the turn. Head-on accidents are reduced because of the greater separation from opposing traffic.

Creation of Left Turn Lanes on Monterey Road
September 17, 2014
Page 3 of 3

The reported accident data for this intersection shows 13 reported read-end or sideswipe accidents at this location over the last 5 years. A recent overnight count performed by the Police Department noted nine vehicles parked along this stretch on the evening of the count.

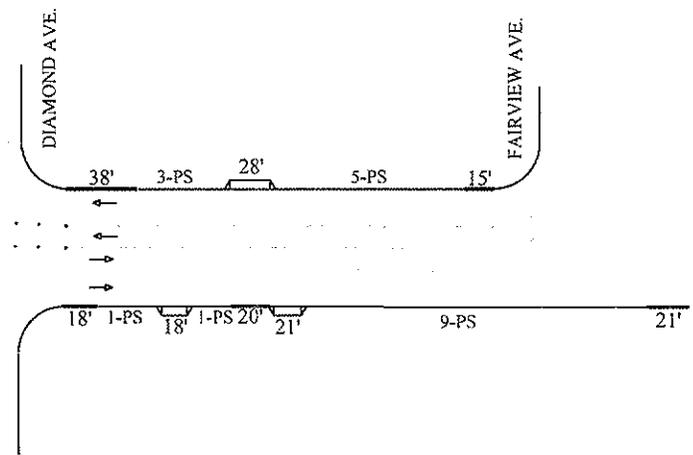
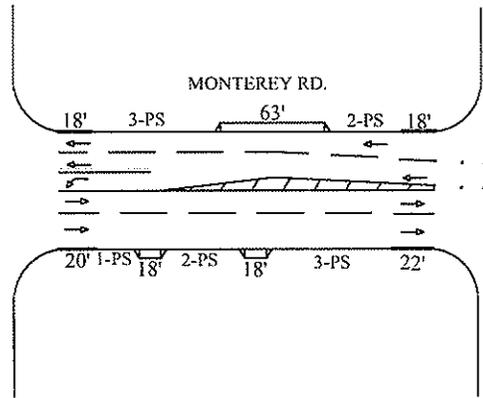
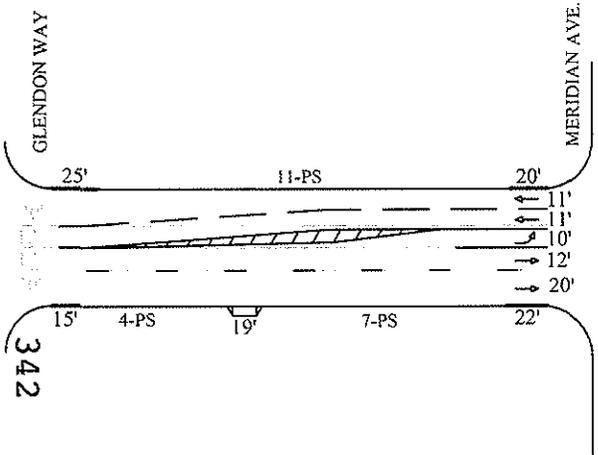
Legal Review

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*. Residents whose properties are along Monterey Road between Glendon Way and Fairview Avenue were mailed a notice informing them that this item was being considered by the City Council at tonight's meeting.

Attachment: Exhibit



PS - PARKING SPACES

