



**CITY COUNCIL CLOSED SESSION
REGULAR MEETING AGENDA**

**South Pasadena City Council
City Manager's Conference Room, Second Floor
1414 Mission Street, South Pasadena, CA 91030
Wednesday, September 16, 2015, at 6:30 p.m.**

City Council

Robert S. Joe, Mayor
Diana Mahmud, Mayor Pro Tem

Councilmembers

Michael A. Cacciotti; Marina Khubesrian, M.D.; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager

Evelyn G. Zneimer, City Clerk

Sally Kilby, Interim Chief Deputy City Clerk

Teresa L. Highsmith, City Attorney

*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 Joe, Councilmembers Cacciotti, Khubesrian, Mahmud, Schneider
2. Public Comments	Public comments on Closed Session items only
3. Initiation of Litigation	Pursuant to Government Code Section 54956.9 (d)(4) CONFERENCE WITH LEGAL COUNSEL—INITIATION OF LITIGATION Number of Cases: 1
4. Conference with Real Property Negotiators	Pursuant to Government Code Section 54956.8 Property: 845 El Centro St., South Pasadena, CA 91030 (APN: 5315-019-048) Agency Negotiators: City Manager Sergio Gonzalez; and City Attorney Teresa L. Highsmith Negotiating Party: CCCC Growth Fund, LLC Under Negotiation: Price and Terms of Payment

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).

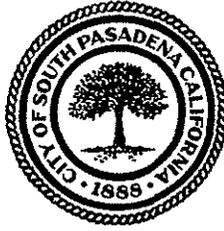
For those submitting letters or other documents relating to items on the agenda: materials received after 4:00 p.m. on the day prior to the Council meeting may not be reviewed by the City Council.

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.

09/10/2015
Date

Desiree Jimenez¹
Desiree Jimenez, Deputy City Clerk

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**JOINT CITY COUNCIL /
REDEVELOPMENT SUCCESSOR AGENCY
REGULAR MEETING AGENDA**

**Amedee O. "Dick" Richards, Jr., Council Chambers,
1424 Mission Street, South Pasadena, CA 91030
Wednesday, September 16, 2015, at 7:30 p.m.**

City Council

Robert S. Joe, Mayor / Agency Chair
Diana Mahmud, Mayor Pro Tem / Agency Vice Chair

Councilmembers / Agency Members

Michael A. Cacciotti; Marina Khubesrian, M.D.; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager / Agency Executive Director

Evelyn G. Zneimer, City Clerk / Agency Secretary

Sally Kilby, Interim Chief Deputy City Clerk / Interim Chief Deputy Agency Secretary

Teresa L. Highsmith, City Attorney / Agency Counsel

In order to address the City Council, please complete a Public Comment Card.

Time allotted per speaker: 3 minutes.

No agenda item may be taken after 11:00 p.m.

Presentations and Announcements

Roll Call, Invocation* (Councilmember Schneider)

Pledge of Allegiance

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

1. Closed Session Announcements — a Closed Session Agenda has been posted separately
2. Presentation of a Financial Report on Global Developments and the City's Current Investments
3. Presentation of a Proclamation Declaring October 7, 2015 as "Walk or Bike to School Day" in the City of South Pasadena
4. Councilmembers' Comments
5. City Manager Communications
6. Reordering of and Additions to the Agenda

7. **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

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

8. Approval of the Minutes of the Regular City Council Meeting of August 19, 2015 and Regular City Council Meeting of September 2, 2015
9. Approval of Prepaid Warrants in the Amount of \$723,422.22, General City Warrants in the Amount of \$155,318.66, Payroll in the Amount of \$431,439.53
10. Monthly Investment Reports for July 2015
11. Memorandum of Understanding for Development of a Load Reduction Strategy for the Los Angeles River Bacteria Total Maximum Daily Load (Rio Hondo River Segment)
12. Notice of Completion for South Pasadena Library Exterior Painting Project and Authorization to Release Retention Payment
13. Notice of Completion for Eddie House Electrical Wiring Project and Authorization to Release Retention Payment
14. Award of Contract to Great Match Consulting for Supplemental Staffing on an As-Needed Basis
15. Award of Contract to John L. Hunter and Associates, Inc. for Fiscal Year 2015-16 Environmental Compliance and NPDES Services
16. Adoption of a Resolution Approving Final Tract Map No. 71554 for 820 Mission Street
17. Award of Contract to KOA Corporation for Inspection and Construction Management Services for the Arroyo Seco Golf Course Sanitary Sewer Lift Station Project

Public Hearing

18. Appeal of a Decision of the Planning Commission to Impose a Condition of Approval that Requires a Deputy Inspector for the Construction of a New Single Family Home on a Hillside Lot Located at 2131 Hanscom Drive

Action/Discussion

19. Adoption of a Resolution Requesting Caltrans to Assume the Role of Lead Agency for the State Route 110 Interchange Project
20. Provide Direction on Four Resolutions Being Considered at the League of California Cities' Annual Business Meeting on October 2, 2015, in San Jose, California

21. Adoption of a Resolution Approving a Water Pass-Through Charge for Wholesale Water
22. Authorization to Participate as a Host City in the 2016 Amgen Tour of California
23. Request for Approval of a Co-Sponsorship and Fee Waiver of "Abilities Job Fair" hosted by the Institute for the Redesign of Learning

Adjournment

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

Wednesday, October 7, 2015	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, October 21, 2015	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, November 4, 2015	Regular City Council Meeting	Council Chambers	7:30 p.m.

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

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

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

Individuals can be placed on an email notification list to receive forthcoming agendas by calling the City Clerk's Office at 626-403-7230. Any disclosable public records related to an open session item appearing on a regular meeting agenda and distributed by the City of South Pasadena to all or a majority of the legislative body fewer than 72 hours prior to that meeting are available for public inspection at the City Clerk's Office, located at City Hall, 2nd floor, 1414 Mission Street prior to the meeting. During the meeting, these documents will be included as part of the "Counter Copy" of the agenda packet kept in the Amedee O. "Dick" Richards, Jr., Council Chambers at 1424 Mission Street. Documents distributed during the meeting will be available following the meeting at the City Clerk's Office. For those submitting letters or other documents relating to items on the agenda: materials received after 4:00 p.m. on the day prior to the Council meeting may not be reviewed by the City Council.

Regular meetings are broadcast live on Time-Warner Cable Channel 19 and AT&T Channel 99 and are replayed for at least 24 hours following the meeting. Meetings are also streamed live via the Internet from the City website at www.southpasadenaca.gov. Six months of archived meetings, indexed by agenda item, are also available. A DVD of regularly scheduled meetings is available for checkout at the South Pasadena Public Library. DVD and audio CD copies of meetings can be purchased from the City Clerk's Office.

Accommodations



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09/10/2015
 Date

Desiree Jimenez

 Desiree Jimenez, Deputy City Clerk

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CITY OF SOUTH PASADENA
PROCLAMATION



Declaring October 7, 2015, as
"Walk or Bike to School Day"
in the City of South Pasadena

- WHEREAS, now less than 16% of all trips to and from school in California are by foot or bicycle; and
- WHEREAS, with fewer kids on foot, there are more cars on the road, and parents driving their kids to school make up 20-25% of the morning commute; and
- WHEREAS, moderate to vigorous physical activity, such as walking and biking, positively affects academic performance and skill development; and
- WHEREAS, "Walk or Bike to School Day" is taking place across California, the United States and internationally, focusing on the benefits of walking or biking rather than driving to school, creating cleaner, safer, and environmentally healthier school routes for children; and
- WHEREAS, this day affords parents the opportunity to spend more time with their children, reduces car use and traffic hazards, promotes physical activity, and contributes to a safer community; and
- WHEREAS, the South Pasadena Community Services Department is working with the South Pasadena Youth Commission to promote the benefits of walking or biking to school, with a buddy or group; and
- WHEREAS, South Pasadena students in grades Kindergarten through 5th grade who walk or bike to school in the morning will be greeted by South Pasadena Youth Commissioners and will be given a reward for participation.

NOW, THEREFORE, I, Robert S. Joe, Mayor, on behalf of the City Council of the City of South Pasadena, hereby declares October 7, 2015, "Walk or Bike to School Day" in the City of South Pasadena and encourage everyone to participate in this very worthwhile event.

Robert S. Joe, Mayor

September 16, 2015
Date



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**MINUTES OF THE REGULAR MEETING OF THE
 JOINT CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY/
 PUBLIC FINANCING AUTHORITY
 OF THE CITY OF SOUTH PASADENA CONVENED
 THIS 19TH DAY OF AUGUST 2015, AT 7:30 P.M.
 AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
 1424 MISSION STREET**

ROLL CALL

Mayor Joe convened the Regular Meeting of the South Pasadena Joint City Council/ Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority) at 7:35 p.m.

Interim Chief Deputy City Clerk Kilby called the roll. Present were City Councilmembers/Agency/Authority Members Cacciotti, Khubesrian (arriving at 7:38 p.m.), and Schneider; Mayor Pro Tem/Agency/Authority Vice Chair Mahmud; and Mayor/Agency/Authority Chair Joe.

Absent: None.

Other Officials and Staff present: City Manager/Agency/Authority Executive Director Gonzalez; City Attorney/Agency/Authority Counsel Highsmith; City Clerk Zneimer; Police Chief Miller; Police Captain Solinsky; Deputy Fire Chief Riddle; Public Works Director Toor; Director of Library, Arts, and Culture Fjeldsted; Community Services Supervisor Torres; Planning and Building Director Watkins; Senior Planner Mayer; Finance Director Batt; Assistant to the City Manager Demirjian; Principal Management Analyst Lin; Senior Management Analyst Fioni; Management Assistant Sanchez; and Interim Chief Deputy City Clerk/Agency Chief Deputy/Authority Secretary Kilby.

INVOCATION/ PLEDGE OF ALLEGIANCE

Councilmember Cacciotti offered the invocation and Brownie Troop 9541 led the Pledge of Allegiance.

Rozella Oliver, Troop Leader, Brownie Troop 9541, and other leaders and scouts presented a life-sized, heart-shaped collage to the City Council that the Brownie Troop created in honor of the 2015 Special Olympics.

AGENDA ITEM 8

1. CLOSED SESSION ANNOUNCEMENTS

Mayor Joe called the Closed Session of the Regular Meeting of the City Council of August 19, 2015, to order at 6:30 p.m., and all Councilmembers were present with the exception of Councilmember Cacciotti, who arrived at 6:40 p.m.

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

3. Conference with Legal Counsel – Initiation of Litigation
Pursuant to Government Code Section 54956.9 (d)(4)
Closed Session Report: City Attorney Highsmith reported that direction was provided to the City Attorney.

4. Conference with Real Property Negotiators
Pursuant to Government Code Section 54956.8
Properties: 1107 Grevelia Street (68499-01-01); 821 Bonita Drive (41597-01-01);
728 Bonita Drive (68222-01-01); 804 Valley View Road (62582-01-01); and 2006
Berkshire Avenue (64544-01-01)
Agency Negotiators: City Manager Sergio Gonzalez; City Attorney Teresa L.
Highsmith
Negotiating Party: California Department of Transportation (Caltrans)
Under Negotiation: Price and Terms of Payment
Closed Session Report: City Attorney Highsmith reported that direction was provided to the City of South Pasadena's (City) real property negotiators, but no action was taken.

2. PRESENTATION OF SOUTH PASADENA TOURNAMENT OF ROSES 2015 FLOAT PICTURE AND 2016 FLOAT DESIGN

Chris Colburn, Chair, South Pasadena Tournament of Roses Committee (SPTOR), described the operations and activities of SPTOR and presented to the City Council for display in City Hall: 1) The official framed 2015 South Pasadena Tournament of Roses float picture; and 2) The framed 2016 Float Design.

3. PRESENTATION OF A PROCLAMATION DECLARING AUGUST 21, 2015, AS "NATIONAL SENIOR CITIZENS DAY" IN THE CITY OF SOUTH PASADENA

Mayor Joe presented a Proclamation to Georgina ("Gina") Phelps, Vice Chair, Senior Citizen Commission, declaring August 21, 2015, as "National Senior Citizens Day" in the City.

4. PRESENTATION OF 2015 SPECIAL OLYMPICS HOST TOWN ACTIVITIES

Mayor Joe presented a video and PowerPoint slide show of the 2015 Special Olympics Host Town activities and presented Laura Kieffer and Lisa Cavelier, Co-Chairs, Special Olympics

Host Town South Pasadena Committee, with City Commemorative Coins for their outstanding efforts in making this event a success.

5. COUNCILMEMBERS' COMMENTS

Councilmember Khubesrian made comments about the following: 1) The beginning of the school year; 2) The 2015 Special Olympics Host Town event; and 3) The City's submittal of an official letter regarding the State Route 710 (SR-710) Draft Environmental Impact Report/Environmental Impact Statement (Draft EIR/EIS).

Councilmember Schneider thanked the 2015 Special Olympics Host Town Committee. He requested that an item be added to a future City Council Meeting agenda concerning rooftop solar panels, seconded by Councilmember Cacciotti. He said that utility companies are trying to "kill rooftop solar" by asking the California Public Utilities Commission to approve charges that will create impediments to purchasing the technology. Councilmember Schneider requested that the City enlist local experts who can speak about the matter.

Councilmember Cacciotti displayed PowerPoint slides or flyers on the following: 1) The Garfield Reservoir (Reservoir) reconstruction; 2) Bicycle police and biking; 3) A Gold Line Station opening; and 4) A Household Hazardous Waste and E-Waste Roundup event.

Mayor Pro Tem Mahmud made remarks about parkway tree watering; water conservation; and the SR-710 Draft EIR/EIS.

Mayor Joe had no comments.

6. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez announced the Relay For Life fundraising event taking place on August 22, 2015. City Manager Gonzalez introduced Police Chief Miller, who made a presentation about a dramatic change in the management of a nursing home located at 904 Mission Street, the former South Pasadena Convalescent Hospital. He said that the South Pasadena Police Department (SPPD) had been called to the facility more than 1,000 times since 2006. The City Council expressed appreciation to Police Chief Miller for his leadership. Mayor Pro Tem Mahmud thanked the Public Safety Commission (PSC). Councilmember Khubesrian introduced Rachel Tate, Regional Manager, WISE & Healthy Aging, Long-Term Care Ombudsman Program, California Department of Aging, who made remarks.

7. REORDERING OF AND ADDITIONS TO THE AGENDA

None.

MAYOR'S APPOINTMENTS

Proposed appointment of Katherine Offenhauser to the Animal Commission for a partial term ending December 31, 2016, and proposed appointment of Yvonne Banzali to the Animal Commission for a partial term ending December 31, 2017.

MOTION: M/S Cacciotti/Mahmud to approve the Mayor's nominations of Katherine Offenhauser to the Animal Commission for a partial term ending December 31, 2016, and Yvonne Banzali to the Animal Commission for a partial term ending December 31, 2017. By roll call vote, the motion passed unanimously. Absent: None.

PUBLIC COMMENTS

Mayor Joe opened the Public Comments section.

Marilyn Mehlmauer, who works in the City of Pasadena and walks to work through South Pasadena, said she picks up litter on her way to work, primarily wrappers from straws and sales receipts. She suggested that businesses provide wrapper-less straws and ask customers if they need their receipts.

Mary Urquhart, Commissioner, PSC, commented on the change in management at the nursing home located at 904 Mission Street. She said she hoped that this change will be replicated throughout the state. She acknowledged South Pasadena Resident Ellen Daigle's persistence to bring the conditions at South Pasadena Convalescent Hospital to light.

On the same topic, Ellen Daigle, Commissioner, PSC, acknowledged efforts of the City, Regional Manager Tate, the SPPD, the PSC, and Police Chief Miller's outstanding leadership and compassion.

Shlomo Nitzani, South Pasadena Resident, made comments about rooftop solar energy systems, transportation remedies, and the need for City funds to remove bothersome peacocks in his neighborhood.

Linda Krausen, South Pasadena Resident, said that an El Niño weather condition is being predicted. She suggested that the City begin to prepare for rain and inquired about subsidies for rain water barrels. She asked about the Caltrans vacant parcels and commented on an extremely large new home located at 402 Fairview Avenue.

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

CONSENT CALENDAR

Items removed from the Consent Calendar for separate consideration: Items Nos. 9 and 15 (Cacciotti) and Item No. 19 (Mahmud).

MOTION: M/S Cacciotti/Mahmud to approve Consent Calendar Item Nos. 8, 10, 11, 12, 13, 14, 16, 17, and 19. By roll call vote, the motion passed unanimously. Absent: None.

The Consent Calendar consisted of the following items:

8. **APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 15, 2015, AND THE SPECIAL CITY COUNCIL MEETING OF JULY 22, 2015**
10. **APPROVAL OF SOUTH PASADENA TOURNAMENT OF ROSES COMMITTEE SLATE OF OFFICERS AND COMMITTEE CHAIRS, 2014-15 ENDING FINANCIAL STATEMENT, 2015-16 BUDGET, AND BYLAWS**
11. **DISCRETIONARY FUND REQUEST FROM MAYOR JOE IN THE AMOUNT OF \$500 FOR THE PURPOSE OF PURCHASING CITY COMMEMORATIVE COINS**
12. **APPROVAL OF THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH CITY MANAGER SERGIO GONZALEZ**
13. **SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SOUTH PASADENA MUNICIPAL CODE CHAPTER 19A (NOISE REGULATIONS) TO RESTRICT CONSTRUCTION ACTIVITY ON CITY RECOGNIZED HOLIDAYS, ORDINANCE NO. 2284, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 19A.13 (CONSTRUCTION OF BUILDINGS AND PROJECTS) OF ARTICLE 3 (CONSTRUCTION) OF CHAPTER 19A (NOISE REGULATION) OF THE SOUTH PASADENA MUNICIPAL CODE. Interim Chief Deputy City Clerk Kilby read the title of the ordinance prior to adoption.**
14. **ADOPTION OF A RESOLUTION IDENTIFYING TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSES AWAY FROM OFFICIAL DUTY STATION AND AT THE REQUEST OF THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES, RESOLUTION NO. 7421, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSES AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT**
16. **SECOND AMENDMENT TO CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AGREEMENT FOR THE GARFIELD RESERVOIR REPLACEMENT PROJECT**
17. **ANNUAL ALL URBAN CONSUMER PRICE INDEX FIGURE FOR 2014-15 FOR LOS ANGELES-ORANGE COUNTY-RIVERSIDE**
19. **AWARD OF CONTRACT TO UPGRADE THE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM FOR WATER UTILITY OPERATIONS**

ITEMS PULLED FROM THE CONSENT CALENDAR FOR SEPARATE CONSIDERATION**9. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$2,498,193.41, GENERAL CITY WARRANTS IN THE AMOUNT OF \$223,684.28, AND PAYROLL IN THE AMOUNT OF \$1,536,859.64**

Councilmember Cacciotti requested Item No. 9 be pulled to inquire about a warrant for \$2,700 for Arroyo Parkway Self Storage (page 34 of the August 19, 2015, agenda packet). He asked if the City is paying for any other offsite storage due to lack of space. City Manager Gonzalez said that the South Pasadena Public Library (Library) has limited storage space, and that this is the only department that is paying for offsite storage. Director of Library, Arts, and Culture Fjeldsted responded that the Library has been using a mini-storage facility for six years due to a shortage of storage space. Books, files, summer reading supplies, carpet squares, donations, shelving units, and other items are stored there. The \$2,700 warrant is the annual charge. Councilmember Cacciotti said that as the City examines multipurpose centers and the possibility of relocating items to the Reservoir, the City's overall need for storage should be seriously considered.

MOTION: M/S Cacciotti/Mahmud to approve Consent Calendar Item No. 9, Prepaid Warrants #189266-189597 in the amount of \$2,498,193.41, General City Warrants #189598-189735 in the amount of \$223,684.28, Payroll 07-17-15 in the amount of \$452,686.40, Special Payroll 07-24-15 in the amount of \$202,768.96, Payroll 07-31-15 in the amount of \$425,718.51, and Payroll 08-14-15 in the amount of \$455,685.77, totaling \$4,258,737.33; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$16,915.26 (included in above total). By roll call vote, the motion passed unanimously. Absent: None.

15. SECOND AMENDMENT TO THE CONSTRUCTION CONTRACT FOR THE GARFIELD RESERVOIR REPLACEMENT PROJECT

Councilmember Cacciotti requested that Item No. 15 be pulled to review the work that is being done on the Garfield Reservoir Replacement Project (Project). Public Works Director Toor described a complex asbestos-remediation process and the development of an alternative design, which resulted in savings of \$500,000. He noted that additional unanticipated developments occurred, but that with team cooperation, the City was able to overcome obstacles and reduce the cost. Mayor Pro Tem Mahmud recognized Public Works Director Toor for his work.

MOTION: M/S Cacciotti/Mahmud to authorize the City Manager to execute a second construction contract amendment with Pacific Hydrotech Corporation for the Garfield Reservoir Replacement Project. By roll call vote, the motion passed unanimously. Absent: None.

18. ADOPTION OF A RESOLUTION URGING THE STATE OF CALIFORNIA TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE AND JOIN THE “FIX OUR ROADS” COALITION

Mayor Pro Tem Mahmud requested that Item No. 18 be pulled in order to suggest that wording be added to the resolution to: 1) Express the City’s objection to the use of any funds that would be raised for infrastructure to be used for construction of the SR-710 tunnel; and 2) Indicate the City’s specific support for facilitated goods movement through heavy rail in the section of the resolution on goods movement. In response to Mayor Pro Tem Mahmud’s question, City Manager Gonzalez said that adding these provisions would not be detrimental to the City. City Attorney Highsmith said they are good suggestions and can easily be incorporated.

MOTION: M/S Khubesrian/Cacciotti to adopt a resolution urging the State of California to provide new sustainable funding for state and local transportation infrastructure and join the “Fix Our Roads” Coalition, **RESOLUTION NO. 7422**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE, with an amendment proposed by Mayor Pro Tem Mahmud to add content to object to the use of any of the funds for construction of the SR-710 tunnel and to indicate the City’s support for facilitated goods movement through heavy rail. By roll call vote, the motion passed unanimously. Absent: None.

PUBLIC HEARING

20. PUBLIC HEARING TO CONSIDER A RESOLUTION FINDING THE CITY OF SOUTH PASADENA TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT

Senior Planner Mayer presented the staff report and responded to City Councilmembers’ questions. Mayor Pro Tem Mahmud noted that due to slow growth, the City has a positive balance of 2,194 credits and that neighboring cities have been aggressive in undertaking development and are probably in a much different position. She asked if the City has done anything to ask the Metropolitan Transportation Authority (Metro) to advance this issue so that the City might see some benefit from the positive credit. Senior Planner Mayer said the City has taken steps to improve transportation options, but that all credits/debits are frozen. City Manager Gonzalez responded that this will be investigated and brought back at a future City Council Meeting. Mayor Pro Tem Mahmud said that the issue can be raised with the Arroyo Verdugo cities in terms of potential Measure R2 funding and that she will raise the issue at the San Gabriel Valley Council of Governments (SGVCOG) Transportation Committee. Councilmember Cacciotti indicated that the Cities of Alhambra and Monterey Park have added major development projects without adding any transportation improvements and asked staff to investigate the matter. Mayor Pro Tem Mahmud said some of these developments must be subject to the California Environmental Quality Act process.

Mayor Joe opened the Public Hearing.

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

MOTION: M/S Khubesrian/Cacciotti to adopt **RESOLUTION NO. 7423**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, FINDING THE CITY OF SOUTH PASADENA TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089. By roll call vote, the motion passed unanimously. Absent: None.

ACTION/DISCUSSION

21. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING THE SOUTH PASADENA MUNICIPAL CODE CHAPTER 9 (BUILDINGS) BY ADDING A NEW ARTICLE II RELATING TO SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

Planning and Building Director Watkins presented the staff report and responded to City Councilmembers' questions. Dennis Tarango, Plans Examiner, Transtech Engineers, answered questions.

In response to Mayor Pro Tem Mahmud's question, Planning and Building Director Watkins said the possibility of acquiring an electronic permitting system has already begun.

Mayor Joe opened the Public Comments section.

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

MOTION: M/S Cacciotti/Mahmud to read by title only for the first reading, waive further reading, and introduce an ordinance that amends South Pasadena Municipal Code (SPMC) Chapter 9 (Buildings) by adding a new Article II relating to small residential rooftop solar energy systems. Interim Chief Deputy City Clerk Kilby read the ordinance by title, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 9 BY ADDING AN ARTICLE II OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS. By roll call vote, the motion passed unanimously. Absent: None.

22. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 19 SUB-SECTION 19.42 (C)(2) OF THE SOUTH PASADENA MUNICIPAL CODE, CURB MARKING WHITE LOADING ZONES ADJACENT TO SCHOOLS

Principal Management Analyst Lin presented the staff report and responded to City Councilmembers' questions. City Manager Gonzalez said that Mayor Pro Tem Mahmud made several proposed changes to clarify the language and that staff is asking the City Council to consider approving the revised ordinance.

Mayor Joe opened the Public Comments section.

Mike Fazioli, South Pasadena Resident, indicated support for the proposed ordinance. He recommended that the South Pasadena Municipal Code reflect peak drop-off and pick-up periods instead of utilizing clock time.

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

In regard to signage in front of schools, City Manager Gonzalez said he would investigate with the SPPD a request by Mayor Pro Tem Mahmud to add information. He said the SPPD would introduce the proposed new changes slowly, allowing parents and others time to adjust to the new restrictions.

MOTION: M/S Khubesrian/Mahmud to read by title only, waive further reading, and introduce for first reading a proposed ordinance, as amended by Mayor Pro Tem Mahmud to include the phrase "when school is in session" and deleting the phrase "except for such school holidays" from Section 1 of the proposed ordinance, amending Chapter 19 (Motor Vehicles and Traffic) Sub-Section 19.42 (c)(2) of the South Pasadena Municipal Code (SPMC), Curb Marking White Loading Zones Adjacent to Schools. Councilmember Cacciotti proposed an amendment to the motion, accepted by the maker and seconder of the motion, to include an outreach plan to communicate the new loading zone restrictions to the South Pasadena Unified School District (SPUSD) and individual schools. Interim Chief Deputy City Clerk Kilby read the ordinance by title, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SUB-SECTION 19.42 (C)(2) (CURB MARKING WHITE LOADING ZONES ADJACENT TO SCHOOLS), OF ARTICLE III (STOPPING, STANDING AND PARKING) OF CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC) OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO TIME OF PARKING RESTRICTIONS. By roll call vote, the motion passed unanimously. Absent: None.

Mayor Joe requested that the City Manager add an item on the new loading zone restrictions to the Meeting Agenda of the September 1, 2015, Ad Hoc Committee of the SPUSD School Board and the City Council. The item will cover SPUSD's plan to communicate the parking changes to the community.

23. REPORT ON FISCAL YEAR (FY) 2014-15 WATER CONSERVATION SUBSIDY PROGRAMS AND APPROVAL OF WATER CONSERVATION SUBSIDY PROGRAMS FOR FY 2015-16

Senior Management Analyst Figoni presented the staff report and responded to City Councilmembers' questions.

Mayor Joe opened the Public Comments section.

Nancy Wilms, Commissioner, Natural Resources and Environmental Commission (NREC), said that regarding subsidizing turf removal versus water audits for high-water-use consumers, the NREC wanted to maximize the investment by funding audits. She said that if the turf rebate is increased, additional staff assistance is necessary.

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

MOTION: M/S Khubesrian/Cacciotti to: 1) Receive and file a report on FY 2014-15 Water Conservation Subsidy Programs; and 2) Approve Water Conservation Subsidy Programs for FY 2015-16, which will support continued water conservation efforts. The following NREC recommendations were confirmed or modified by the City Council for FY 2015-16: 1) Reduce the funds allocated for water audits for high-water-use consumers from \$50,000 to \$25,000 so that consumers are paying for half of the audits; 2) Increase the funds allocated for water-saving devices from \$50,000 to \$75,000; 3) Maintain the City's \$100 subsidy for each high-efficiency toilet purchased; 4) Increase the City's subsidy for high-efficiency residential washers by \$50 from \$115 to \$165 (for a total rebate of \$250); and 5) Increase the funds allocated for the turf-removal program from \$50,000 to \$100,000, with a maximum for each customer of 1,500 square feet and limited to front yards, and with the proviso that as soon as the Metropolitan Water District reinstates its turf-removal rebate program, the City program will end. Other allocations as recommended by the NREC as included in the staff report and not addressed by the City Council will remain the same. By roll call vote, the motion passed unanimously. Absent: None.

24. DISCUSSION REGARDING MEMBERSHIP IN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

City Manager Gonzalez presented the staff report on remaining in the SGVCOG and responded to City Councilmembers' questions.

Mayor Joe opened the Public Comments section.

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

Discussion focused on the procedure of withdrawing from the SGVCOG; the history of the organization's stand on the proposed SR-710 tunnel; the City's experience over the years in opposing the organization on the SR-710 issue; the pros and cons of remaining in the organization; the options for registering a protest by paying partial membership dues or otherwise putting the SGVCOG on notice; the possibility of forming a new Council of Governments with the Arroyo Verdugo cities; the likelihood that any new organization could

provide services and benefits similar to what the SGVCOG can provide; and the feasibility of maintaining membership in two organizations.

Mayor Joe made a motion to begin exploring the possibility of establishing a new Council of Governments but to remain in the SGVCOG for the FY 2015-16, seconded by Councilmember Cacciotti. Councilmembers proposed several additional amendments, such that Councilmember Schneider made a motion to sever the motion and its amendments in order to vote on items separately. No objections were voiced. The motion and its amendments are repeated below, all taken as separate motions.

MOTION: M/S Joe/Schneider to remain as a member of the San Gabriel Valley Council of Governments (SGVCOG) for FY 2015-16, confirming that the membership dues scheduled to be paid in August 2015 will be paid. By roll call vote, the motion passed (3 Ayes: Councilmember Cacciotti, Mayor Pro Tem Mahmud, and Mayor Joe; No: Councilmember Schneider; Abstain: Councilmember Khubesrian). Absent: None.

In regard to the possibility of delaying the dues-renewal payment as suggested by Councilmember Schneider, City Manager Gonzalez said that he will contact the organization to ask if the membership dues could be paid on the City's next warrant run, scheduled to be approved at the September 2, 2015, Regular City Council Meeting.

MOTION: M/S Joe/Schneider to explore opportunities with member cities of the Arroyo Verdugo Subregion to create a more formalized organization that might serve as a future Council of Governments. By roll call vote, the motion passed unanimously. Absent: None.

MOTION: M/S Khubesrian/Cacciotti to direct staff to prepare a letter to Supervisor Michael D. Antonovich, Mayor, Los Angeles County Board of Supervisors, Fifth District, to ask him, as a Member of the Metro Board, to support the proposal to move the City's potential Measure R2 allocation through the Arroyo Verdugo Subregion. The City Council directed that this letter be sent under the Mayor's signature, so as not to require the draft letter to be brought back to the entire City Council for approval. By roll call vote, the motion passed unanimously. Absent: None.

ADJOURNMENT

Councilmember Cacciotti made a motion to adjourn, seconded by Mayor Pro Tem Mahmud. By consensus, Mayor Joe adjourned the Joint City Council/Redevelopment Successor Agency/Public Financing Authority Meeting at 11:15 p.m.

Evelyn G. Zneimer
City Clerk

Robert S. Joe
Mayor

Minutes approved by the South Pasadena City Council on September 16, 2015.



**MINUTES OF THE REGULAR MEETING OF THE
JOINT CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY
OF THE CITY OF SOUTH PASADENA CONVENED
THIS 2ND DAY OF SEPTEMBER 2015, AT 7:30 P.M.
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030**

1. ROLL CALL

Mayor Joe convened the Regular Meeting of the South Pasadena Joint City Council/Redevelopment Successor Agency (Agency) at 7:35 p.m.

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

Absent: None.

Other Officials and Staff present: City Manager/Agency Executive Director Gonzalez; City Attorney/Agency Counsel Highsmith; Police Chief Miller; Police Captain Neff; Police Captain Solinsky; Fire Chief Summers; Deputy Fire Chief Riddle; Public Works Director Toor; Director of Library, Arts, and Culture Fjeldsted; Community Services Supervisor Torres; Planning and Building Director Watkins; Finance Director Batt; Assistant to the City Manager Demirjian; Principal Management Analyst Lin; Management Analyst Castruita; and Interim Chief Deputy City Clerk/Agency Secretary Kilby.

INVOCATION

Mayor Pro Tem Mahmud offered the invocation.

2. PLEDGE OF ALLEGIANCE

Christina Valdivia, President, Associated Student Body, South Pasadena High School, led the Pledge of Allegiance.

Mayor Joe recognized Samantha Montes, Student Body President Valdivia's mother, who owns "Beyond the Classroom," an after-school program located in the City of South Pasadena (City) that serves all elementary schools in the City.

3. CLOSED SESSION ANNOUNCEMENTS

Mayor Joe called the Closed Session of the Regular Meeting of the City Council of September 2, 2015, to order at 6:30 p.m., and all Councilmembers were present with the exception of Councilmember Cacciotti (arriving at 6:40 p.m.).

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

3. Conference with Legal Counsel – Initiation of Litigation
Pursuant to Government Code Section 54956.9 (d)(4)
Closed Session Report: City Attorney Highsmith reported that the City Council met in Closed Session with legal counsel to discuss a matter of potential initiation of litigation. Direction was provided to legal counsel but no action was taken.

4. Conference with Real Property Negotiators
Pursuant to Government Code Section 54956.8
Properties: 1107 Grevelia Street (68499-01-01); 821 Bonita Drive (41597-01-01);
728 Bonita Drive (68222-01-01); 804 Valley View Road (62582-01-01); and 2006
Berkshire Avenue (64544-01-01)
Agency Negotiators: City Manager Sergio Gonzalez; City Attorney Teresa L.
Highsmith
Negotiating Party: California Department of Transportation (Caltrans)
Under Negotiation: Price and Terms of Payment
Closed Session Report: City Attorney Highsmith reported the City Council met in Closed Session with its real property negotiators to discuss price and terms for the negotiation with Caltrans for up to five properties within the State Route 710 North Extension (SR-710) corridor, and that direction was provided to the negotiators, but no other action was taken.

4. PRESENTATION OF THE FY 2014-15 ANNUAL REPORT OF THE CULTURAL HERITAGE COMMISSION

James McLane, Chair, Cultural Heritage Commission (CHC), presented the FY 2014-15 Annual Report of the CHC. Councilmember Schneider, Council Liaison to the CHC, commended the Commission.

5. COUNCILMEMBERS' COMMENTS

Councilmember Khubesrian displayed a letter on the projector from the San Gabriel Valley Council of Governments' (SGVCOG) Governing Board supporting the SR-710 tunnel. She said one sentence appeared to be missing the word *trucks*: "The San Gabriel Valley Governing Board also expressed opposition to commercial ____ being permitted to travel in the tunnel." She asked staff to write a letter to the SGVCOG to point out the typographical error and ask that it be corrected. Councilmember Khubesrian reported on the following: 1)

A meeting of the Ad Hoc City Council/South Pasadena Unified School District (SPUSD) Board of Education Subcommittee; and 2) "Beyond the 710" website (www.beyondthe710.org) and deficiencies of the SR-710 North Extension Draft Environmental Impact Report/Environmental Impact Statement (SR-710 Draft EIR/EIS).

Councilmember Schneider displayed a PowerPoint slide on a Drought-tolerant Landscape & Rain Barrel Event. He reported that he and Councilmember Cacciotti traveled by bicycle to a recent Gold Line Station opening in the City of Arcadia, which was attended by 400-500 people. When one of the speakers, Ara Najarian, Mayor, City of Glendale, remarked that it was better to spend money on a rail line than building highways for people in cars, Councilmember Schneider said, "Councilmember Cacciotti and I were the only ones that applauded." Speaker Najarian responded, "Those are my friends from South Pasadena."

Councilmember Cacciotti announced the following: 1) Several Gold Line Station dedications that have been scheduled because the facility is being turned over to the Metropolitan Transportation Authority (Metro) in late September 2015; and 2) The opening of the American Youth Soccer Organization (AYSO) season, with an increase in traffic and the need to drive carefully

Mayor Pro Tem Mahmud announced the following: 1) The SGVCOG Governing Board did not include the SR-710 tunnel project among its list of recommended projects for the Transportation Tax Measure likely to be introduced next year; 2) A new mattress recycling program; and 3) The City has been selected by Metro as a "Bike Business District Pilot Project" within the San Gabriel Valley, affecting Fair Oaks Avenue and Mission Street. She said the City Council has received concerns about the reliability of electric service provided by Southern California Edison (SCE). The SCE liaison was scheduled to speak at tonight's City Council Meeting but was ill. She said his appearance will be rescheduled for the next meeting. Mayor Joe indicated support for this and asked that the SCE representative discuss why there are so many electrical blackouts in the Altos de Monterey section of the City.

Mayor Joe displayed a PowerPoint slide on a Federal Grants and Resource Workshop, which was hosted by Judy Chu, Congresswoman, 27th District. He described the presenters and participants at the event and expressed appreciation to Congresswoman Chu.

6. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez introduced Interim Chief Deputy City Clerk Kilby, who announced a challenge from the Los Angeles County Registrar-Recorder/County Clerk to cities to increase voter registration by 100 by September 22, 2015. She displayed a PowerPoint slide on voter information relative to the upcoming November 3, 2015 Election. City Manager Gonzalez invited Deputy Fire Chief Riddle and Fire Chief Summers to the podium, and they introduced Daniel Skinner, a recently hired South Pasadena Firefighter Paramedic. City Manager Gonzalez invited Police Chief Miller to the podium. He introduced the following recently promoted employees: Corporal Mike Sanchez and Sergeant Spencer Louie. Police Chief Miller described the South Pasadena Police Department's (SPPD) Tactical Medicine

Initiative, which is now required by law. He introduced and presented a physician badge to Nick Greco, M.D., South Pasadena Resident, Emergency Department physician and Medical Director, Emergency Medical Services, at Huntington Memorial Hospital, who has been the volunteer Medical Director of the SPPD Tactical Medicine Program.

Councilmember Cacciotti introduced F.J. Pratt, Scoutmaster, Boy Scout Troop 7, who stated that nine boy scouts were attending tonight's City Council Meeting to complete requirements for a Communications Merit Badge.

7. REORDERING OF AND ADDITIONS TO THE AGENDA

City Manager Gonzalez said that several Councilmembers have requested that an item be added on an urgency basis to this evening's City Council Meeting Agenda. City Manager Gonzalez stated that this item came to the attention of the City Council after the posting of tonight's agenda and that action must be taken prior to the next scheduled City Council Meeting. He requested that the City Council take up the Measure R2 list of transportation projects that will be submitted to Metro. He said that City Council input is necessary and that staff has some suggested revisions. This will be part of the Mobility Matrix that will be submitted to Metro through the Arroyo Verdugo Subregion.

MOTION: M/S Mahmud/Cacciotti to approve the addition of the following Urgency Agenda Item No. 24 to the September 2, 2015, City Council Regular Meeting Agenda: **PROJECT LIST TO SUBMIT TO ARROYO VERDUGO SUBREGION FOR POTENTIAL R2 FUNDING.** By roll call vote, the motion passed unanimously. Absent: None.

8. MAYOR'S APPOINTMENTS AND RE-APPOINTMENTS

The following appointments and re-appointments were proposed by Mayor Joe and approved by the City Council:

MOTION: M/S Mahmud/Khubesrian to approve the Mayor's re-appointments to the Youth Commission of Jonah Beadle, Sofie Dreskin, and Luke Quezada (9th Grade); Stephani Ehrlich and Will Hoadley-Brill (10th Grade); and Katherine Conte (11th Grade) for a full two-year school term from September 1, 2015 until June 30, 2017. By voice vote, the motion passed unanimously. Absent: None.

MOTION: M/S Khubesrian/Mahmud to approve the Mayor's re-appointment to the Youth Commission of Talia Parker (12th Grade) for a full one-year school term from September 1, 2015 until June 30, 2016. By voice vote, the motion passed unanimously. Absent: None.

MOTION: M/S Cacciotti/Mahmud to approve the Mayor's nominations to the Youth Commission of Cole Chuang and Elissa Fong (8th Grade); and Eileen Cheng (11th Grade) for a full two-year school term from September 1, 2015 until June 30, 2017. By voice vote, the motion passed unanimously. Absent: None.

MOTION: M/S Mahmud/Schneider to approve the Mayor's nomination to the Youth Commission of Ashley Bonnie Wu (12th Grade) for a full one-year school term from September 1, 2015 until June 30, 2016. By voice vote, the motion passed unanimously. Absent: None.

MOTION: M/S Mahmud/Cacciotti to approve the Mayor's nomination as a Youth Non-Voting Member to the Natural Resources and Environmental Commission of Emily Ng for a full one-year school term from September 2, 2015 until June 30, 2016. By voice vote, the motion passed unanimously. Absent: None.

MOTION: M/S Cacciotti/Mahmud to approve the Mayor's nominations to the Renewable Energy Council (Subcommittee of the Natural Resources and Environmental Commission) of Andrew Eaton, William Glauz, William J. Kelly, Alexander Kung, Charles Li, Carl G. Marziali, Daniel Snowden-Ifft, and Daryl Trinh. By voice vote, the motion passed unanimously. Absent: None.

PUBLIC COMMENTS

Mayor Joe opened the Public Comments section.

Christopher Sutton, who said he is the legal representative for the Nansen Family, said the family is the subject of the City code-enforcement action. He described a matter heard at a Planning Commission (PC) Meeting in April 2015. Attorney Sutton said the City Prosecutor interfered with his ability to legalize the property by making misrepresentations to the PC regarding the status of the prosecution, the status of his clients' relationship to the Criminal Court and other matters. He provided two documents to the City Council. He said this is a complaint regarding the conduct of the City Prosecutor for interfering in the planning process, and he urged the City to change its City Prosecutor.

Attorney Sutton also commented on Agenda Item No. 23 regarding the Recognized Obligation Payment Schedule (ROPS) related to Caltrans' tenants. He said that as a result of the proposed Caltrans properties' Sales Program, 148 families will be displaced. He recommended that City staff address the City's role in facilitating the process of keeping people in their homes if Caltrans will not do it directly. He urged the City to look at its ROPS to see if there are any housing obligations that would warrant holding funds back from the state.

Amedee Barry, South Pasadena Resident, spoke about a lack of parking, excessive traffic, and speeding on Adelaine Avenue. He expressed concern for children's safety due to the narrowness of the street between Mission Street and El Centro Street and requested that the City Council consider establishing resident-only parking permits for the street.

Shlomo Nitzani, South Pasadena Resident, commented on the following: 1) Removal of peacocks; 2) SPUSD development project; 3) Power failures in the Altos de Monterey; and 4) Rooftop solar energy systems (Agenda Item No. 12).

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

CONSENT CALENDAR

Items removed from the Consent Calendar for separate consideration: Item Nos. 16 and 20 (Schneider) and Item Nos. 17, 19, and 20 (Cacciotti).

MOTION: M/S Khubesian/Cacciotti to approve Consent Calendar Item Nos. 9, 10, 11, 12, 13, 14, 15, and 18. By roll call vote, the motion passed unanimously. Absent: None.

The Consent Calendar consisted of the following items:

9. APPROVAL OF THE MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF AUGUST 19, 2015

10. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$812,857.68, GENERAL CITY WARRANTS IN THE AMOUNT OF \$1,081,343.27, AND PAYROLL IN THE AMOUNT OF \$400,836.42 – Included Prepaid Warrants #189736-189838 in the amount of \$812,857.68, General City Warrants #189839-189970 in the amount of \$1,081,343.27, and Payroll 08-28-15 in the amount of \$400,836.42, totaling \$2,295,037.37; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$8,097.62 (included in above total).

11. MONTHLY INVESTMENT REPORTS FOR JUNE 2015

12. SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING CHAPTER 9 BY ADDING ARTICLE II OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS, ORDINANCE NO. 2285, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 9 BY ADDING AN ARTICLE II OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS. Interim Chief Deputy City Clerk Kilby read the ordinance title prior to the vote.

South Pasadena Resident Nitzani spoke on Item No. 12 earlier during tonight's Public Comments section.

13. SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING CHAPTER 19 SUB-SECTION 19.42 (C)(2) OF THE SOUTH PASADENA MUNICIPAL CODE, CURB MARKING WHITE LOADING ZONES ADJACENT TO SCHOOLS, ORDINANCE NO. 2286, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SUB-SECTION 19.42 (C)(2) (CURB MARKING WHITE LOADING ZONES ADJACENT TO SCHOOLS), OF ARTICLE III (STOPPING, STANDING AND PARKING) OF CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC) OF THE

SOUTH PASADENA MUNICIPAL CODE RELATING TO TIME OF PARKING RESTRICTIONS. Interim Chief Deputy City Clerk Kilby read the ordinance title prior to the vote.

14. **ACCEPTANCE OF PROJECT COMPLETION AND AUTHORIZATION TO FILE A NOTICE OF COMPLETION FOR THE SEWER REHABILITATION AND REPLACEMENT PROJECT PHASE 1, AND AUTHORIZATION TO RELEASE RETENTION PAYMENT IN THE AMOUNT OF \$156,325 TO SANCON ENGINEERING**
15. **AWARD SOLE SOURCE PURCHASE OF TWO CARDIAC MONITORS FROM ZOLL MEDICAL CORPORATION**
18. **AWARD OF CONTRACT TO NOBEST INC., FOR THE FISCAL YEAR (FY) 2015-16 CDBG SIDEWALK REPLACEMENT PROJECT**

ITEMS PULLED FROM THE CONSENT CALENDAR FOR SEPARATE CONSIDERATION

16. **AWARD OF CONSTRUCTION CONTRACT TO TORO ENTERPRISES, INC., FOR CONSTRUCTION OF THE ARROYO SECO GOLF COURSE SANITARY SEWER LIFT STATION AND FORCE MAIN PROJECT**

Councilmember Schneider requested Item No. 16 be pulled to inquire about how disruptive the construction of the Sanitary Sewer Lift Station and Force Main Project will be to the Arroyo Seco Golf Course. Public Works Director Toor responded that the impact will be minimal.

MOTION: M/S Schneider/Mahmud to: 1) Accept a bid dated June 16, 2015, from Toro Enterprises, Inc., for the construction of the Arroyo Seco Golf Course Sanitary Sewer Lift Station and Force Main Project; 2) Reject all other bids received; 3) Authorize the City Manager to enter into a contract with Toro Enterprises, Inc., for a not-to-exceed amount of \$419,850; and 4) Acknowledge the project to be categorically exempt under Section 21084 of the Public Resources Code in accordance with Article 19, Section 15301, Class 1, Subsection (c) (existing facilities), pursuant to the findings of Secretary of the Resources Agency. By roll call vote, the motion passed unanimously. Absent: None.

17. **ASSIGNMENT OF THE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES CONTRACT FOR THE EL CENTRO STREET IMPROVEMENT PROJECT TO ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.**

Councilmember Cacciotti requested that Item No. 17 be pulled to obtain an update on the El Centro Street Improvement Project. Public Works Director Toor provided the update and responded to questions. In response to Councilmember Cacciotti's request for community

notification, Public Works Director Toor said that impacted residents, the SPUSD, and the PTA have been notified. City Manager Gonzalez said construction will be limited to the time that school is in session between 9:00 a.m. and 2:00 p.m. Since construction may take place on Saturdays, Mayor Joe requested that the Community Services Director work with AYSO to prevent traffic congestion on El Centro Street at Orange Grove Park.

MOTION: M/S Cacciotti/Khubesrian to approve the assignment of the contract for construction management and inspection services for the El Centro Street Improvement Project from APA Engineering, Inc., to Engineering Resources of Southern California (ERSC), Inc. By roll call vote, the motion passed unanimously. Absent: None.

19. REJECTION OF ALL BIDS FOR THE ELECTRIC VEHICLE CHARGING STATION PROJECT

Councilmember Cacciotti requested that Item No. 17 be pulled in order to determine how the cost of the Electric Vehicle Charging Station Project (Charging Station Project) can be reduced. Public Works Director Toor stated that the major cost was electric service. The Charging Station Project will be re-advertised.

MOTION: M/S Cacciotti/Mahmud to: 1) Reject all bids received for the Electric Vehicle Charging Station Project; and 2) Authorize staff to review the scope of work and re-advertise the project. By roll call vote, the motion passed unanimously. Absent: None.

20. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MWH AMERICAS (MWH) FOR DESIGN SERVICES FOR GRAVES RESERVOIR

Councilmember Schneider requested Item No. 20 be pulled in order to determine the timeline of the Graves Reservoir Replacement Project (Reservoir Project). Public Works Director Toor provided an overview and said construction should begin by July 2017.

Councilmember Cacciotti requested Item No. 20 be pulled to ask the same question. In addition, he recommended that staff optimize the space at the site and investigate renewable energy sources for booster pumps. Mayor Pro Tem Mahmud cautioned that since this reservoir is located in another city, the Reservoir Project would be subject to local zoning restrictions if features unrelated to its function as a water facility are added. She recommended going beyond preliminary design in order to qualify for future funding.

MOTION: M/S Mahmud/Cacciotti to authorize the City Manager to execute an agreement with MWH Americas (MWH) for a not-to-exceed amount of \$666,650 to provide engineering design services for the Graves Reservoir Replacement Project. By roll call vote, the motion passed unanimously. Absent: None.

ACTION/DISCUSSION**21. ADOPTION OF AN URGENCY ORDINANCE AMENDING SECTION 14.3 (AMENDMENTS TO THE CALIFORNIA FIRE CODE) OF THE SOUTH PASADENA MUNICIPAL CODE**

Deputy Fire Chief Riddle presented the staff report and responded to City Councilmembers' questions.

Mayor Joe opened the Public Comments section.

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

MOTION: M/S Cacciotti/Mahmud to adopt an urgency ordinance to amend the South Pasadena Municipal Code (SPMC) Section 14.3 Amendments to the California Fire Code, to repeal amendments Section 903.2.8 Item Number 1 and 903.2.11.7 Exception Number 1, **ORDINANCE NO. 2287**, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, MAKING CERTAIN FINDINGS AND AMENDING CURRENT SECTION 14.3 (AMENDMENTS TO THE CALIFORNIA FIRE CODE) OF THE SOUTH PASADENA MUNICIPAL CODE. Interim Chief Deputy City Clerk Kilby read the ordinance title. By roll call vote, the motion passed unanimously. Absent: None.

22. APPROVE PROGRAM BUDGET FOR PURCHASE OF A STORAGE AREA NETWORK UNIT, NETWORK SERVERS AND DEVICES

Management Analyst Castruita presented the plan to upgrade the City's critical information technology systems, accompanied by a PowerPoint presentation. He, City Manager Gonzalez, and Mickey McGuire, Vice President of Sales and Marketing, Acorn Technology, the City's Information Technology vendor, responded to questions. Police Captain Neff responded to questions about computer support for Police body cameras.

Mayor Joe opened the Public Comments section.

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

MOTION: M/S Cacciotti/Mahmud to: 1) Approve the program budget for the purchase of a Storage Area Network (SAN) unit, two servers, and assorted network devices and software; 2) Waive purchasing requirements and authorize purchase utilizing co-operative purchasing agreements through the Western States Contracting Alliance (WSCA), the U.S. General Services Administration (GSA), and the National Intergovernmental Purchasing Alliance (NIPA) pursuant to SPMC Section 2.99-29(19); and 3) Authorize the City Manager to execute any documents necessary or appropriate to facilitate said purchases, for a not-to-exceed amount of \$160,000. By roll call vote, the motion passed unanimously. Absent: None.

23. ADOPTION OF A RESOLUTION APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1 – JUNE 30, 2016

Finance Director Batt presented the staff report.

Mayor Joe opened the Public Comments section.

Attorney Sutton spoke on this item earlier during tonight's Public Comments section.

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

MOTION: M/S Khubesrian/Cacciotti to adopt RESOLUTION NO. 2015-04 SA, approving the Recognized Obligation Payment Schedule for the period of January 1, 2016 – June 30, 2016 (ROPS 15-16B), A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY – JUNE 2016. By roll call vote, the motion passed unanimously. Absent: None.

24. PROJECT LIST TO SUBMIT TO ARROYO VERDUGO SUBREGION FOR POTENTIAL R2 FUNDING

Principal Management Analyst Lin presented the staff report on this urgency item, which was added to tonight's Meeting Agenda by unanimous vote of the City Council earlier in the meeting. She and City Manager Gonzalez responded to City Councilmembers' questions. The Arroyo Verdugo Subregion, of which the City is a member, must submit a Mobility Matrix to Metro consisting of priority transportation projects for each of the Subregion's cities/areas. The document has already been submitted; however, South Pasadena can make changes for its section until September 3, 2015. Staff made recommended revisions and distributed both the original list and the revised list to the City Council. City Manager Gonzalez described items that had been added, e.g., funds for Citywide Safe Routes to School, and grade separation at Pasadena Avenue/Monterey Road. The expected allocation would be 5 percent of the Arroyo Verdugo Subregion's population, or \$500,000. Councilmember Schneider recommended that the City schedule such projects as Monterey Road, Fremont corridor, and the Fair Oaks Avenue bulb outs. Principal Management Analyst Lin made the following correction to the proposed revisions dated September 2, 2015: Citywide Transportation Improvements should be \$7.5 million instead of \$10 million for the second five-year projects and \$7.5 million instead of \$10 million for the 10 plus-year projects for a total of \$15 million. Mayor Pro Tem Mahmud urged staff to meet with Metro soon on the City's proposed projects. In response to Mayor Pro Tem Mahmud's question, City Manager Gonzalez said that two items, Pasadena Avenue Grade Separation, and Monterey Road Grade Separation, could be combined.

Mayor Joe opened the Public Comments section.

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

In regard to incorporating some of the "Beyond the 710" projects into the Mobility Matrix, Councilmember Khubesrian said that since the projects are outside City limits, this matter could be an item to add to the next Arroyo Verdugo Subregion Meeting Agenda for the affected cities to consider.

MOTION: M/S Cacciotti/Mahmud to submit the revised transportation project list as recommended by staff, including comments made tonight by the City Council, to the Arroyo Verdugo Subregion, dated September 2, 2015, as South Pasadena's section of a Mobility Matrix. It was understood that this list would be submitted to Metro on the City's behalf by the Arroyo Verdugo Subregion. By roll call vote, the motion passed unanimously. Absent: None.

ADJOURNMENT

Councilmember Cacciotti made a motion to adjourn. By consensus, Mayor Joe adjourned the Joint City Council/Redevelopment Successor Agency Meeting at 9:56 p.m.

Evelyn G. Zneimer
City Clerk

Robert S. Joe
Mayor

Minutes approved by the South Pasadena City Council on September 16, 2015.

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015
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 \$723,422.22,
General City Warrants in the Amount of \$155,318.66 and Payroll
in the Amount of \$431,439.53**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 189971 – 190013 \$ 723,422.22

General City Warrants:

Warrant # 190014 – 190117 \$ 155,318.66

Payroll 09-11-15 \$ 426,284.15

RSA:

Payroll 09-11-15 \$ 5,155.38

Total \$ 1,310,180.41

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 16, 2015
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 09-11-15
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date 09.16.15			
	Prepaid	Written	Payroll	
General Fund	101	59,428.31	135,767.78	255,992.80
Insurance Fund	103	567.00		
Facilities & Equip.Cap. Fund	105		6,353.91	
Local Transit Return "A"	205		595.15	5,003.18
Local Transit Return "C"	207			4,206.03
Sewer Fund	210		502.38	12,670.75
CTCTraffic Improvement	211			
Street Lighting Fund	215	2,072.34	3,386.27	8,805.67
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220		199.00	
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226			
Housing Authority Fund	228			
State Gas Tax	230		994.41	10,095.63
County Park Bond Fund	232	116.67		
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
Capital Growth Fund	255			
CDBG	260		2,583.26	
Asset Forfeiture	270			
Police Grants - State	272	549.17		
Police Subventions-CLEEP	273			
Homeland Security Grant	274			
Park Impact Fees	275			
HSIP Grant	277			
Public Library Fund Grant	280			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310			220.33
Water Fund	500	536,406.66	4,936.50	49,480.19
Public Financing Authority	550			
Payroll Clearing Fund	700	124,282.07		79,809.57
Employee Special Event Fund	900			
Redev.Oblig.Retirement Fund	927			
Column Totals		723,422.22	155,318.66	426,284.15
City Report Totals			1,305,025.03	

Recap by fund

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	-	-	5,155.38
Column Totals		-	-	5,155.38
RSA Report Totals			5,155.38	

Amounts		
Prepaid	Written	Payroll
723,422.22	155,318.66	431,439.53
Grand Report Total	1,310,180.41	

Robert S. Joe, Mayor

David Batt
David Batt, Finance Director

ATTACHMENT 2
Prepaid Warrant List

Voided Checks
189564 \$17.00

AKD Consulting

Inv. CSP 2015-9			
08/31/15	Water Fac. & Capital Improv Pr	500-6010-6711-8170-000	13,360.00
Ck. 09/03/15 189982	Total		13,360.00

Ankri, Michael

Inv. P/R/E 9/6/15			
09/09/15	Movie Detail 8/25/15	101-0000-0000-2910-200	840.00
Ck. 09/10/15 189995	Total		840.00

AT & T U-Verse

Inv. 130464796			
08/17/15	7/18-8/17/15	500-6010-6710-8150-000	67.00
Ck. 09/03/15 189983	Total		67.00

Athens Disposal Company

Inv. August 2015			
08/24/15	Estimate Recycling Fees 8/15	500-0000-0000-5360-000	65.56
08/24/15	Estimate Rubbish Fees 8/15	500-0000-0000-5360-000	273,755.75
Inv. July 2015			
08/24/15	Low Income Fees 7/15	101-0000-0000-4210-001	1,411.86
08/24/15	Yard Waste Fees 7/15	500-0000-0000-5525-000	14,821.04
Ck. 08/28/15 189971	Total		290,054.21

BTI Appraisal

Inv. N4625			
07/09/15	Appraisal Svcs	101-2010-2021-8170-000	7,500.00
Ck. 08/28/15 189972	Total		7,500.00

Ca. State Disbursement Unit

Inv. P/R/E 9/6/15			
09/09/15	Garnishment	700-0000-0000-2264-000	400.50
Ck. 09/10/15 189996	Total		400.50

CAL PERS 457 PLAN

Inv. P/R/E 9/6/15			
09/09/15	Deferred Comp & Loan Repayment	700-0000-0000-2260-000	4,048.60
Ck. 09/10/15 189997	Total		4,048.60

Carl Warren & Company

Inv. 1700892			
07/30/15	Claims Administration	103-2010-2501-8020-000	18.00
Inv. 1700894			
07/30/15	Claims Administration	103-2010-2501-8020-000	54.00
Inv. 1700895			
07/30/15	Claims Administration	103-2010-2501-8020-000	81.00
Inv. 1700896			
07/30/15	Claims Administration	103-2010-2501-8020-000	81.00
Inv. 1700897			
07/30/15	Claims Administration	103-2010-2501-8020-000	333.00
Ck. 08/28/15 189973	Total		567.00

Chan, Anthony

Inv. P/R/E 9/6/15			
09/09/15	Movie Detail 8/25/15	101-0000-0000-2910-200	1,050.00
Inv. P/R/E 9/6/15 A			
09/09/15	Movie Detail 8/26/15	101-0000-0000-2910-200	1,050.00
Ck. 09/10/15 189998	Total		2,100.00

City of South Pasadena PD Pett

Inv. 9/2/15			
09/03/15	Reimb. Petty Cash for Open Hou	101-4010-4011-8020-000	400.00
Ck. 09/03/15 189984	Total		400.00

City of South Pasadena-FD

Inv. 9/2/15			
09/03/15	Reimb. Petty Cash	101-5010-5011-8000-000	18.51
09/03/15	Reimb. Petty Cash	101-5010-5011-8020-000	29.37
09/03/15	Reimb. Petty Cash	101-5010-5011-8120-000	37.07
09/03/15	Reimb. Petty Cash	101-5010-5011-8100-000	44.43
09/03/15	Reimb. Petty Cash	101-5010-5011-8020-000	220.40
Ck. 09/03/15 189985	Total		349.78

City of South Pasadena-Library

Inv. 9/3/15			
09/03/15	Reimb. Petty Cash	101-8010-8011-8020-000	51.76
09/03/15	Reimb. Petty Cash	101-8010-8011-8080-000	159.04
Ck. 09/03/15 189986	Total		210.80

City of South Pasadena-Yard

Inv. 9/2/15			
09/03/15	Reimb. Petty Cash	101-6010-6601-8020-000	5.64
09/03/15	Reimb. Petty Cash	101-6010-6410-8020-000	15.41
09/03/15	Reimb. Petty Cash	500-6010-6711-8010-000	19.50
09/03/15	Reimb. Petty Cash	101-6010-6410-8020-000	31.96
09/03/15	Reimb. Petty Cash	101-6010-6601-8020-000	37.66
09/03/15	Reimb. Petty Cash	500-6010-6711-8070-000	65.36
09/03/15 189987	Total		175.53

City of South Pasadena/CASH

Inv. 9/3/15			
09/03/15	Reimb. Parking Permit Machine	101-0000-0000-4460-000	2,500.00
Ck. 09/03/15 189988	Total		2,500.00

Creek, Michael

Inv. P/R/E 9/6/15			
09/09/15	Movie Detail 8/24/15	101-0000-0000-2910-200	630.00
Inv. P/R/E 9/6/15 A			
09/09/15	Movie Detail 8/26/15	101-0000-0000-2910-200	1,050.00
Ck. 09/10/15 189999	Total		1,680.00

CSMFO

Inv. 163660			
09/03/15	SGV Chapter Mtg 9/16/15-D.Batt	101-3010-3011-8090-000	40.00
Ck. 09/03/15 189989	Total		40.00

E. D. D.

Inv. P/R/E 9/6/15			
09/09/15	State w/h Tax	700-0000-0000-2220-000	20,963.07
Ck. 09/10/15 190000	Total		20,963.07

Ellen's Silkscreening

Inv. S56506			
08/25/15	PD Open House T-Shirts	101-4010-4011-8020-000	951.57
Ck. 08/28/15 189974	Total		951.57
Inv. S56600			
08/20/15	PD Teen Academy T-Shirts	101-4010-4011-8134-000	548.49

Ck. 09/03/15 189990	Total		548.
Employment Development Dept.			
Inv. 944-0884-6			
08/04/15	Unemployment Insurance 4/1-6/3	101-4010-4011-7122-000	258.00
08/04/15	Unemployment Insurance 4/1-6/3	101-8030-8032-7122-000	1,401.00
Ck. 08/28/15 189975	Total		1,659.00
Giron, Aaron			
Inv. P/R/E 9/6/15			
09/09/15	Movie Detail 8/25/15	101-0000-0000-2910-200	1,050.00
Ck. 09/10/15 190001	Total		1,050.00
Hsu, Min-Tsu			
Inv. R05814			
07/09/15	Refund Lost & Paid Library Mat	101-0000-0000-5260-003	17.00
Ck. 08/28/15 189976	Total		17.00
ICMA			
Inv. P/R/E 9/6/15			
09/09/15	Deferred Comp	700-0000-0000-2260-000	3,939.65
Ck. 09/10/15 190002	Total		3,939.65
Lunnon, Joseph			
Inv. P/R/E 9/6/15			
09/09/15	Movie Detail 8/24/15	101-0000-0000-2910-200	910.00
Inv. P/R/E 9/6/15 A			
09/09/15	Movie Detail 8/25/15	101-0000-0000-2910-200	840.00
Ck. 09/10/15 190003	Total		1,750.00
Main San Gabriel Basin Waterma			
Inv. 1540			
08/14/15	Water Production FY 2014-2015	500-6010-6711-8233-000	166,949.10
Ck. 08/28/15 189977	Total		166,949.10
Mejia, Michael			
Inv. P/R/E 9/6/15			
09/09/15	Movie Detail 9/2/15	101-0000-0000-2910-200	560.00
Ck. 09/10/15 190004	Total		560.00
NUFIC			
Inv. P/R/E 9/6/15			
09/09/15	A.D. & D. Ins	700-0000-0000-2256-000	1,062.80
Ck. 09/10/15 190005	Total		1,062.80
Pers Retirement			
Inv. P/R/E 9/6/15			
09/09/15	Retirement Svc Period 8/24-9/6	700-0000-0000-2240-000	80,547.92
Ck. 09/10/15 190006	Total		80,547.92
Platinum Plus Busn. Card			
Inv. 0641			
07/06/15	C3 Lunch SR-710- Fiore Market	101-2010-2021-8090-000	74.67
Inv. 0641 A			
07/23/15	Special Olympics Host Town -MD	101-2010-2011-8272-000	98.10
Inv. 0641 B			
07/23/15	Special Olympics Host Town BBQ	101-2010-2011-8272-000	13.00
Inv. 0641 C			
07/23/15	Special Olympics Host Town Lun	101-2010-2011-8272-000	95.88

Ck. 08/28/15 189978 Total 282.52

Platinum Plus for Business

Inv. 0423				
07/10/15		Sr.Center Field Trip-Laguna Be	101-8030-8021-8264-000	176.00
Inv. 0423	A			
07/09/15		IACP CA Police Chief Conf.	101-4010-4011-8090-000	70.00
Inv. 0423	B			
07/14/15		Swearing In Ceremony Supplies-	101-4010-4011-8090-000	103.40
Inv. 0423	C			
07/14/15		Swearing In Ceremony Supplies-	101-4010-4011-8090-000	15.00
Inv. 0423	D			
07/14/15		Swearing In Ceremony Supplies-	101-4010-4011-8090-000	18.57
Inv. 0423	E			
07/15/15		Sr. Center Supplies-Target	101-8030-8021-8020-000	123.88
Inv. 0423	F			
07/15/15		Council Meal 7/15/15-Patakan	101-1010-1011-8090-000	108.43
Inv. 0423	G			
07/16/15		Sr. Home Delivery Containers-W	101-8030-8021-8020-000	432.12
Inv. 0423	H			
07/20/15		PD Supplies-Devstore.Lunainc.c	272-4010-4018-8520-000	549.17
Inv. 0423	I			
07/21/15		Area C Chaplain Mtg Lunch-Papa	101-4010-4011-8090-000	125.46
Inv. 0423	J			
07/22/15		Camp Med Field Trip 7/22/15-Ci	101-8030-8032-8268-000	1,220.80
Inv. 0423	K			
07/23/15		PD Instantcheckmate	101-4010-4011-8020-000	22.86
Inv. 0423	L			
07/24/15		Sr.Center Monthly-Netflix	101-8030-8021-8020-000	22.88
Inv. 0423	M			
07/23/15		Sr.Center Field Trip-Nixon Lib	101-8030-8021-8264-000	365.70
Inv. 0423	N			
07/29/15		Camp Med Field Trip 7/29/15-Bo	101-8030-8032-8268-000	884.13
Ck. 08/28/15 189979		Total		4,238.40

Platinum Plus-Business Card

Inv. 7548				
07/20/15		Special Olympics BBQ Supplies-	101-2010-2021-8090-000	88.45
Inv. 7548	A			
07/20/15		710 Fwy Special Mtg Lunch-Baja	101-2010-2011-8272-000	56.40
Ck. 08/28/15 189980		Total		144.85

Premier Carpet, Inc.

Inv. 1715096-2				
09/01/15		Library Carpet Replacement Pro	101-9000-9316-9316-000	18,550.00
Ck. 09/03/15 189991		Total		18,550.00

Prudential Ins. Company of Ame

Inv. P/R/E 9/6/15				
09/09/15		Life Ins	700-0000-0000-2254-000	915.00
Ck. 09/10/15 190007		Total		915.00

S.P.Firefighters L-3657

Inv. P/R/E 9/6/15				
09/09/15		Assn Dues	700-0000-0000-2250-000	2,975.00
Inv. P/R/E 9/6/15 A				
09/09/15		Ins	700-0000-0000-2252-000	180.74
.. 09/10/15 190008		Total		3,155.74

S.P.P. O. A.

Inv. P/R/E 9/6/15			
09/09/15	Assn Dues & Ins	700-0000-0000-2246-000	4,587.87
Ck. 09/10/15 190009	Total		4,587.87

S.P.Public Srvc Empl. Ass'n

Inv. P/R/E 9/6/15			
09/09/15	Assn Dues & Svc Fee	700-0000-0000-2248-000	1,617.00
Ck. 09/10/15 190010	Total		1,617.00

So. CA Edison Co.

Inv. 3-000-5677-90			
08/21/15	7-20-8/19/15	500-6010-6711-8152-000	2,867.87
Inv. 3-000-5950-22			
08/21/15	7-20-8/19/15	101-6010-6410-8140-000	30.19
Inv. 3-000-7125-63			
08/21/15	7-20-8/19/15	101-6010-2015-8140-000	27.47
Inv. 3-000-7125-66			
08/21/15	7-20-8/19/15	500-6010-6711-8140-000	46.23
Inv. 3-000-7152-57			
08/21/15	7-20-8/19/15	101-6010-6410-8140-000	25.66
Inv. 3-000-8455-69			
08/21/15	7-20-8/19/15	215-6010-6115-8140-000	56.80
Inv. 3-001-1810-93			
08/21/15	7/1-8/1/15	101-6010-6410-8140-000	39.80
Inv. 3-001-1810-94			
08/21/15	7-20-8/19/15	500-6010-6711-8140-000	49.03
Inv. 3-001-1810-98			
08/21/15	7-20-8/19/15	500-6010-6711-8152-000	53,717.
Inv. 3-001-1811-29			
08/21/15	7-20-8/19/15	101-6010-6601-8140-000	9,557.09
Inv. 3-001-1811-48			
08/21/15	7-20-8/19/15	215-6010-6115-8140-000	51.58
Inv. 3-001-1811-56			
08/21/15	7-20-8/19/15	215-6010-6115-8140-000	70.38
Inv. 3-001-1811-58			
08/21/15	7/1-8/1/15	101-6010-6410-8140-000	35.30
Inv. 3-001-1811-59			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	38.69
Inv. 3-001-1811-63			
08/21/15	7/1-8/1/15	101-6010-6410-8140-000	26.75
Inv. 3-001-1811-64			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	41.49
Inv. 3-001-1811-67			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	39.90
Inv. 3-001-1811-68			
08/21/15	7/20-8/19/15	101-8010-8011-8140-000	90.88
Inv. 3-001-1811-69			
08/21/15	7/1-8/1/15	215-6010-6201-8140-000	24.21
Inv. 3-001-1811-75			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	94.61
Inv. 3-001-1811-76			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	47.91
Inv. 3-001-1811-77			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	41.53
Inv. 3-001-1811-79			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	43.51
Inv. 3-001-1811-80			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	52.
Inv. 3-001-1811-86			
08/21/15	7/20-8/19/15	101-6010-6410-8140-000	26.75

Inv. 3-001-1811-87			
08/21/15	7/20-8/19/15	500-6010-6711-8140-000	37.64
Inv. 3-001-1811-89			
08/21/15	7/1-8/1/15	215-6010-6201-8140-000	17.65
08/21/15	7/1-8/1/15	101-6010-6410-8140-000	17.65
Inv. 3-001-1811-90			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	38.69
Inv. 3-001-1811-91			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	68.49
Inv. 3-001-1811-92			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	18.81
Inv. 3-001-1811-93			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	60.34
Inv. 3-001-1811-95			
08/21/15	7/20-8/19/15	101-6010-6410-8140-000	33.41
Inv. 3-001-1811-98			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	18.53
Inv. 3-001-1812-06			
08/21/15	7/20-8/19/15	101-6010-6410-8140-000	29.53
Inv. 3-001-1812-08			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	64.20
Inv. 3-001-1812-09			
08/21/15	7/1-8/1/15	101-6010-6410-8140-000	315.40
Inv. 3-001-1812-10			
08/21/15	7/20-8/19/15	232-6010-6417-8140-000	116.67
Inv. 3-001-1812-11			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	37.27
Inv. 3-001-1812-12			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	35.77
Inv. 3-001-1812-25			
08/21/15	7/20-8/19/15	101-6010-6410-8140-000	26.13
Inv. 3-001-1812-26			
08/21/15	7/20-8/19/15	101-6010-6410-8140-000	1,346.65
Inv. 3-001-1812-27			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	56.06
Inv. 3-001-1812-31			
08/21/15	7/20-8/19/15	101-6010-6410-8140-000	70.41
Inv. 3-001-1812-32			
08/21/15	7/1-8/1/15	101-6010-6410-8140-000	14.11
Inv. 3-001-1812-33			
08/21/15	7/20-8/19/15	500-6010-6711-8140-000	45.86
Inv. 3-001-1812-34			
08/21/15	7/20-8/19/15	500-6010-6711-8152-000	6,949.98
Inv. 3-001-1812-35			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	18.05
Inv. 3-001-1812-36			
08/21/15	7/20-8/19/15	101-6010-6410-8140-000	92.45
Inv. 3-001-1812-38			
08/21/15	7/20-8/19/15	101-6010-6410-8140-000	25.66
Inv. 3-001-1812-39			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	53.48
Inv. 3-001-9413-97			
08/21/15	7/20-8/19/15	500-6010-6711-8152-000	2,625.16
Inv. 3-002-4372-43			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	95.06
Inv. 3-002-4473-12			
08/21/15	7/20-8/19/15	500-6010-6711-8140-000	26.75
Inv. 3-003-7341-83			
08/21/15	7/1-8/1/15	101-6010-6410-8140-000	12.06
Inv. 3-004-3214-58			
08/21/15	7/20-8/19/15	500-6010-6711-8140-000	45.75

Inv. 3-004-4562-56			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	69.98
Inv. 3-016-0678-82			
08/21/15	7/20-8/19/15	215-6010-6201-8140-000	137.10
Inv. 3-022-6051-15			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	85.25
Inv. 3-022-6897-57			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	27.56
Inv. 3-022-6897-89			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	28.12
Inv. 3-022-6897-99			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	26.66
Inv. 3-022-6898-05			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	27.63
Inv. 3-022-6898-17			
08/21/15	7/20-8/19/15	215-6010-6115-8140-000	27.15
Inv. 3-022-6898-28			
08/24/15	7/22-8/20/15	215-6010-6115-8140-000	25.17
Inv. 3-023-7462-29			
08/24/15	7/22-8/20/15	215-6010-6115-8140-000	175.79
Inv. 3-026-3223-65			
08/24/15	7/22-8/20/15	215-6010-6115-8140-000	35.80
Inv. 3-029-2458-05			
08/24/15	7/22-8/20/15	101-8030-8031-8140-000	87.74
Inv. 3-032-2521-62			
08/24/15	7/22-8/20/15	215-6010-6201-8140-000	85.69
Inv. 3-032-4192-98			
08/24/15	7/22-8/20/15	215-6010-6201-8140-000	85.18
Inv. 3-033-3452-62			
08/24/15	7/22-8/20/15	500-6010-6710-8140-000	870.
Inv. 3-035-3494-19			
08/24/15	7/22-8/20/15	215-6010-6115-8140-000	49.51
Inv. 3-035-6502-21			
08/24/15	7/22-8/20/15	101-6010-6601-8140-000	221.35
Ck. 09/03/15 189992	Total		81,624.24

South Pasadena Part Time Emplo

Inv. P/R/E 9/6/15			
09/09/15	Assn Dues	700-0000-0000-2249-000	552.00
Ck. 09/10/15 190011	Total		552.00

The Gas Company

Inv. 072 519 1300 5			
08/19/15	7/17-8/17/15	101-6010-6410-8140-000	27.79
Inv. 080 919 2900 3			
08/19/15	7/17-8/17/15	101-6010-6601-8140-000	189.31
Inv. 080 919 3600 8			
08/19/15	7/17-8/17/15	101-8030-8031-8140-000	3.84
Inv. 083 019 3600 4			
08/19/15	7/17-8/17/15	500-6010-6710-8140-000	20.56
Inv. 137 619 3700 5			
08/19/15	7/17-8/17/15	101-8030-8021-8140-000	51.83
Inv. 148 220 0900 8			
08/19/15	7/17-8/17/15	101-6010-6410-8140-000	89.83
Ck. 09/03/15 189993	Total		383.16

The Pin Center

Inv. 0815121			
08/25/15	SP City Commemorative Coins	101-1010-1011-8021-000	487.
Ck. 09/03/15 189994	Total		487.50

Lampak, John			
Inv. 8/28/15			
08/24/15	Sr.Center Music Presentation	101-8030-8021-8264-000	100.00
Ck. 08/28/15 189981	Total		100.00
United Way			
Inv. P/R/E 9/6/15			
09/09/15	Payroll Deduction	700-0000-0000-2258-000	6.00
Ck. 09/10/15 190012	Total		6.00
Voya Financial			
Inv. P/R/E 9/6/15			
09/09/15	Deferred Comp	700-0000-0000-2260-000	2,485.92
Ck. 09/10/15 190013	Total		2,485.92
Total			723,422.22

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ATTACHMENT 3
General City Warrant List

4Imprint

Inv. 10999384			
08/29/15	WalkBike to School Day-Pedomet	101-0000-0000-2700-000	(84.96)
08/29/15	WalkBike to School Day-Pedomet	101-8030-8032-8264-000	1,132.51
Ck. 09/16/15 190014	Total		1,047.55

A & A C LLC

Inv. 2015-IN0150			
08/27/15	Beyond 710 Campaign Consult. S	101-2010-2021-8170-000	5,000.00
Ck. 09/16/15 190015	Total		5,000.00

ABC Studios

Inv. TheRealO'Neals			
08/17/15	Refund Filming Cancellation	220-0000-0000-5412-001	199.00
08/17/15	Refund Filming Cancellation	101-0000-0000-4445-000	430.00
Ck. 09/16/15 190016	Total		629.00

AETNA

Inv. Re: MEMPR08			
09/03/15	Refund Paramedic Payment-Lauri	101-0000-0000-5290-001	458.12
Ck. 09/16/15 190017	Total		458.12

All Star Fire Equipment, Inc.

Inv. 183771			
08/17/15	FD Emergency Hoses	101-5010-5011-8110-000	1,207.72
Ck. 09/16/15 190018	Total		1,207.72

Altounian, Liz

Inv. R62433			
08/25/15	Refund WMB Deposit	101-0000-0000-2920-000	375.00
Ck. 09/16/15 190019	Total		375.00

Amazon/SYNCB

Inv. 010035766664			
07/09/15	Dept. Supplies	101-8030-8032-8268-000	31.51
Inv. 010305457441			
07/27/15	Dept. Supplies	101-8030-8031-8020-000	243.35
Inv. 087301528422			
07/13/15	Dept. Supplies	101-8030-8031-8000-000	178.43
Inv. 178588742779			
08/06/15	Dept. Supplies	101-8030-8032-8264-000	169.64
Inv. 183033874903			
07/20/15	Dept. Supplies	101-8030-8021-8000-000	44.08
Inv. 232472432635			
07/11/15	Dept. Supplies	101-8030-8032-8268-000	130.79
Ck. 09/16/15 190020	Total		797.80

Anderson, Shelli

Inv. 9/2/15			
09/02/15	Reimb. Sr. Center Supplies	101-8030-8021-8020-000	23.32
09/02/15	Reimb. Sr. Center Supplies	101-8030-8021-8264-000	45.11
Ck. 09/16/15 190021	Total		68.43

Aramark Uniform Services

Inv. 530889826			
08/27/15	Uniform Svc	210-6010-6501-8132-000	10.00
08/27/15	Uniform Svc	215-6010-6310-8132-000	14.00
08/27/15	Uniform Svc	215-6010-6201-8132-000	14.00
08/27/15	Uniform Svc	500-6010-6711-8132-000	15.00
08/27/15	Uniform Svc	101-6010-6601-8132-000	15.00

08/27/15	Uniform Svc	230-6010-6116-8132-000	15.59
08/27/15	Uniform Svc	500-6010-6710-8132-000	66.23
Ck. 09/16/15 190022	Total		149.82
Arbor Day Foundation			
Inv. 873-604-1921			
08/26/15	PW Membership FY 2015-2016	101-6010-6011-8060-000	25.00
Ck. 09/16/15 190023	Total		25.00
Artic Mechanical Inc.			
Inv. 140727-701			
08/19/15	A/C Maint- Yard	101-6010-6601-8120-000	458.53
Ck. 09/16/15 190024	Total		458.53
AT&T --Cingular Wireless			
Inv. 28701491716X081			
08/08/15	City Cell Phones 7/9-8/8/15	500-6010-6710-8150-000	52.67
08/08/15	City Cell Phones 7/9-8/8/15	101-3010-3032-8150-000	622.50
Inv. 829350178X0816			
08/08/15	PD Cell Phones 7/9-8/8/15	101-3010-3032-8150-000	428.35
Inv. 879338213X08232			
08/15/15	FD Cell Phones 7/16-/8/15/15	101-3010-3032-8150-000	89.10
Inv. 992893782X08162			
08/15/15	PD Ipad's 7/9-8/8/15	101-3010-3032-8150-000	207.50
Ck. 09/16/15 190025	Total		1,400.12
Banzali, Yvonne			
Inv. August 2015			
08/25/15	Instructor Pet First Aid/CPR C	101-8030-8032-8267-000	390.00
Ck. 09/16/15 190026	Total		390.00
Baxter's Frame Works & Badge F			
Inv. 32304			
08/05/15	PD Shadow Box for Retired Cpt.	101-4010-4011-8020-000	691.42
Ck. 09/16/15 190027	Total		691.42
Blackboard Inc.			
Inv. GS35F0554M			
07/17/15	Blackboard/Gov't Svcs Support	101-3010-3032-8180-000	14,262.19
Ck. 09/16/15 190028	Total		14,262.19
Bloch, Sheryl			
Inv. R62624			
08/24/15	Refund Youth House Deposit 8/2	101-0000-0000-2920-000	195.00
Ck. 09/16/15 190029	Total		195.00
Bordeaux, Janet			
Inv. August 2015			
09/01/15	Instructor Line Dance Class	101-8030-8021-8267-000	52.00
Ck. 09/16/15 190030	Total		52.00
CA American Water Co.			
Inv. 210021511021			
08/24/15	Water Svc Wilson Well #2 7/23-	500-6010-6711-8231-000	11.89
Ck. 09/16/15 190031	Total		11.89
Linen Services			
Inv. 1180398			
08/24/15	FD Dept. Supplies	101-5010-5011-8020-000	112.60

Inv. 1182697				
08/31/15	FD Dept. Supplies	101-5010-5011-8020-000		116.48
Ck. 09/16/15 190032	Total			229.08
CA Maintenance & Environmental				
Inv. 21579				
08/04/15	Quaterly Fuel Tank Inspections	101-2010-2011-8100-000		1.10
08/04/15	Quaterly Fuel Tank Inspections	101-6010-6011-8100-000		1.10
08/04/15	Quaterly Fuel Tank Inspections	101-7010-7101-8100-000		1.10
08/04/15	Quaterly Fuel Tank Inspections	101-5010-5011-8100-000		4.40
08/04/15	Quaterly Fuel Tank Inspections	101-4010-4011-8105-000		47.30
Ck. 09/16/15 190033	Total			55.00
CA On Locations Awards				
Inv. 13280				
08/20/15	FLICS COLA Sponsorship	101-3010-3011-8060-000		300.00
Ck. 09/16/15 190034	Total			300.00
Cantu Graphics				
Inv. 4669				
08/24/15	Transit Padding Color Copies	205-8030-8025-8050-000		136.25
Ck. 09/16/15 190035	Total			136.25
Catering Systems Inc.				
Inv. 3637				
08/17/15	Sr. Center Meals w/ 8/10-14/15	260-8030-8023-8180-000		1,136.96
Inv. 3646				
08/26/15	Sr. Center Meals w/ 8/17-21/15	101-8030-8021-8180-000		192.26
08/26/15	Sr. Center Meals w/ 8/17-21/15	260-8030-8023-8180-000		1,446
Ck. 09/16/15 190036	Total			2,775.18
CBE Los Angeles				
Inv. IN1711699				
08/20/15	Copier Overages 5/20-8/19/15	101-3010-3011-8110-000		25.85
08/20/15	Copier Overages 5/20-8/19/15	500-3010-3012-8110-000		25.86
08/20/15	Copier Overages 5/20-8/19/15	101-7010-7101-8110-000		51.71
Ck. 09/16/15 190037	Total			103.42
CBE Los Angeles				
Inv. IN1708407				
08/20/15	FD Copier Overages 7/20-8/19/1	101-5010-5011-8170-000		9.32
Ck. 09/16/15 190038	Total			9.32
CDW Government Inc				
Inv. WT34150				
07/17/15	PD Det. Bureau HDMI Cable	101-4010-4011-8020-000		209.54
Inv. XL10158				
08/17/15	MS GSA Office Software	105-3010-3032-8530-000		764.67
Ck. 09/16/15 190039	Total			974.21
Cell Business Equipment				
Inv. IN1709446				
08/20/15	Yard Copier Overages 7/20-8/19	101-6010-6601-8020-000		67.78
Ck. 09/16/15 190040	Total			67.78
CIT Technology Financial Servi				
Inv. 27378286				
08/24/15	Copier Lease	500-3010-3012-8110-000		216.00
08/24/15	Copier Lease	101-3010-3011-8110-000		216.64
08/24/15	Copier Lease	101-7010-7101-8110-000		433.28

Ck. 09/16/15 190041	Total		866.56
City Clerk's Assn of CA			
Inv. 9/29/15			
09/01/15	Athenian DialogueSeminar-Desir	101-1020-1021-8090-000	65.00
Ck. 09/16/15 190042	Total		65.00
City of Pasadena			
Inv. 3000151			
08/19/15	PD Inmate Housing 7/15	101-4010-4011-8180-000	1,270.00
Ck. 09/16/15 190043	Total		1,270.00
CKCK Distribution			
Inv. 56			
08/06/15	Gloves	210-6010-6501-8020-000	479.60
Ck. 09/16/15 190044	Total		479.60
CPRS			
Inv. Memb#028233			
08/26/15	CPRS Conf. 3/8-11/16 Reg.-Lili	101-8030-8021-8090-000	395.00
Inv. Memb#125666			
08/26/15	CPRS Conf. 3/8-11/16 Reg.-Nath	101-8030-8032-8090-000	395.00
Ck. 09/16/15 190045	Total		790.00
De Lage Landen			
Inv. 47009552			
08/31/15	2nd Fl. Copier Lease	101-2010-2011-8300-000	127.58
08/31/15	2nd Fl. Copier Lease	101-1020-1021-8300-000	127.58
08/31/15	2nd Fl. Copier Lease	101-6010-6011-8300-000	127.58
Ck. 09/16/15 190046	Total		382.74
Delery, Ashley			
Inv. August 2015			
09/02/15	Instructor Pep Up Your Life Cl	101-8030-8021-8267-000	265.60
Ck. 09/16/15 190047	Total		265.60
Delgado, Ana Maria			
Inv. August 2015			
09/01/15	Instructor Yoga Class	101-8030-8021-8267-000	70.40
Ck. 09/16/15 190048	Total		70.40
Dell Marketing L.P.			
Inv. XJRJ3WKX4			
08/26/15	Dell MiniTowers & Software	105-3010-3032-8530-000	775.62
Inv. XJRJ3WM38			
08/26/15	Dell MiniTowers & Software	105-3010-3032-8530-000	713.62
Ck. 09/16/15 190049	Total		1,489.24
Dr. Detail Ph.D			
Inv. 00033			
08/23/15	Library Carpet Cleaning 8/23/1	101-8010-8011-8120-000	270.00
Ck. 09/16/15 190050	Total		270.00
Electric Car Sales & Svc. Inc.			
Inv. 9/18/15			
07/17/15	PD Open House Rental 2 Flatbed	101-4010-4011-8020-000	590.50
09/16/15 190051	Total		590.50

Emblem Enterprises Inc.				
Inv. 624711				
08/25/15	FD New Dept. Patches	101-5010-5011-8020-000		445.00
Inv. 624851				
08/26/15	FD New Dept. Patches	101-5010-5011-8020-000		500.00
Ck. 09/16/15 190052	Total			945.00
Fairbanks, Richard				
Inv. 211127899				
09/03/15	Refund Citation	101-0000-0000-4610-000		48.00
Ck. 09/16/15 190053	Total			48.00
Garda CL West Inc.				
Inv. 10135215				
09/01/15	Armored Car Svcs 9/15	101-3010-3011-8020-000		867.24
09/01/15	Armored Car Svcs 9/15	500-3010-3012-8020-000		867.24
Ck. 09/16/15 190054	Total			1,734.48
George L.Throop Co.				
Inv. 01-681187-00				
08/26/15	Street Repairs Supplies	230-6010-6116-8020-000		272.98
Inv. 01-681193-00				
08/26/15	Concrete	230-6010-6116-8020-000		183.94
Inv. 01-681292-00				
08/27/15	Street Repairs Supplies	230-6010-6116-8020-000		15.04
Ck. 09/16/15 190055	Total			471.96
Gochez, Natalie				
Inv. R62277				
08/24/15	Refund EddieParkHouse Deposit	101-0000-0000-2920-001		250.00
Ck. 09/16/15 190056	Total			250.00
Governmentjobs.com, Inc				
Inv. 169974381757753				
08/27/15	HR Dept.- 2015 NeoGov Conf 10/	101-2010-2013-8090-000		2,247.00
Ck. 09/16/15 190057	Total			2,247.00
Grainger				
Inv. 9815755773				
08/12/15	Tap & Die Set for Re-threading	215-6010-6201-8020-000		271.99
Ck. 09/16/15 190058	Total			271.99
Granados, Lorena				
Inv. R62623				
09/02/15	Refund WMB Cancellation Deposi	101-0000-0000-2920-000		375.00
Ck. 09/16/15 190059	Total			375.00
Great Western Park & Playgroun				
Inv. PJI-0018691				
08/26/15	7 Non-Elvated Bleachers	101-9000-9270-9270-000		7,483.83
Ck. 09/16/15 190060	Total			7,483.83
Greg's Automotive Services				
Inv. 11268				
08/25/15	Yard Unit#08 Vehicle Repairs	500-6010-6711-8100-000		358.19
Ck. 09/16/15 190061	Total			358.19
Halls Auto Tech Center				
Inv. 000008007				
08/25/15	Repair Transit Van#74 A/C Rech	205-8030-8025-8100-000		226.90

Ck. 09/16/15 190062	Total		226.90
HD Suppy Waterworks, Ltd.			
Inv. E382969			
08/20/15	Water Master Meters	500-0000-0000-1400-000	384.33
Ck. 09/16/15 190063	Total		384.33
Izurieta Fence Company			
Inv. 01159			
08/26/15	Arroyo Underpass Fence	101-6010-6410-8020-000	487.00
Ck. 09/16/15 190064	Total		487.00
Jack's Auto Repair			
Inv. 14476			
08/10/15	PD Unit# 0416 Replace AirFlowS	101-4010-4011-8100-000	603.73
Inv. 14481			
08/13/15	PD Unit# 0735 Oil Change & Mai	101-4010-4011-8100-000	73.90
Inv. 14486			
08/14/15	PD Unit# 0735 Replace Battery	101-4010-4011-8100-000	165.03
Inv. 14487			
08/17/15	PD Unit# 0218 Charge A/C & Chk	101-4010-4011-8100-000	88.42
Inv. 14489			
08/20/15	PD Unit# 0432 Replace Cranksha	101-4010-4011-8100-000	158.44
Inv. 14495			
08/21/15	PD Unit# 1405 Oil Change,Repla	101-4010-4011-8100-000	914.09
Inv. 14501			
08/24/15	PD Unit# 1404 Replace Battery	101-4010-4011-8100-000	231.75
Inv. 14503			
08/26/15	PD Unit# 1115 Replace Bearings	101-4010-4011-8100-000	1,141.64
Ck. 09/16/15 190065	Total		3,377.00
Kaminski, Belen Marie			
Inv. 9/2/15			
09/03/15	Reimb. PD Training Expense	101-4010-4011-8200-000	28.70
Ck. 09/16/15 190066	Total		28.70
L.N. Curtis & Sons			
Inv. 6049450-00			
08/13/15	FD Equipment Maint.	101-5010-5011-8110-000	319.37
Inv. 6049653-00			
08/21/15	FD Safety Equipment	101-5010-5011-8134-000	34.43
Ck. 09/16/15 190067	Total		353.80
Lawn Mower Corner			
Inv. 99545			
08/24/15	Tapper Handhelp Partner Saw Sv	500-6010-6710-8110-000	125.46
Ck. 09/16/15 190068	Total		125.46
Lawrence, Dawwna or AKA DB			
Inv. SPS1500161			
08/26/15	Refund Paramedic Overpayment	101-0000-0000-5290-001	394.18
Ck. 09/16/15 190069	Total		394.18
Life-Assist Inc.			
Inv. 722061			
08/17/15	FD Medical Supplies	101-5010-5011-8025-000	435.20
09/16/15 190070	Total		435.20

McIntosh, Deborah

Inv. 9/18/15				
09/02/15	Sr.Center Presentation 9/18/15		101-8030-8021-8264-000	100.00
Ck. 09/16/15 190071	Total			100.00

Modern Marketing

Inv. MM1110832				
08/19/15	FD Safety Fair Supplies		101-0000-0000-2700-000	(42.38)
08/19/15	FD Safety Fair Supplies		101-5010-5011-8020-000	555.19
Inv. MM1110833				
08/19/15	FD Safety Fair Supplies		101-0000-0000-2700-000	(33.44)
08/19/15	FD Safety Fair Supplies		101-5010-5011-8020-000	429.43
Inv. MM1110882				
08/21/15	FD Safety Fair Supplies		101-0000-0000-2700-000	(42.53)
08/21/15	FD Safety Fair Supplies		101-5010-5011-8020-000	547.78
Ck. 09/16/15 190072	Total			1,414.05

Morrow & Holman Plumbing Inc

Inv. P-6628				
08/28/15	Orange Grove Park Drain Replac		105-9000-9383-9383-000	4,100.00
Ck. 09/16/15 190073	Total			4,100.00

National Construction Rentals

Inv. 4225042				
08/12/15	Wilson Well #2 Temp. Fence 8/1		500-6010-6711-8020-000	29.70
Ck. 09/16/15 190074	Total			29.70

Newton, Wendy

Inv. R62276				
08/24/15	Refund Youth House Deposit 8/1		101-0000-0000-2920-000	250.00
Ck. 09/16/15 190075	Total			250.00

Nolan, Heather

Inv. 211124061				
09/08/15	Refund Citations		101-0000-0000-4610-000	158.00
Inv. 222124112				
09/08/15	Refund Citations		101-0000-0000-4610-000	96.00
Ck. 09/16/15 190076	Total			254.00

Office Solutions

Inv. I-00822178				
08/27/15	PD Office Supplies		101-4010-4011-8000-000	166.64
Inv. I-00822182				
08/27/15	PD Office Supplies		101-4010-4011-8000-000	92.91
Ck. 09/16/15 190077	Total			259.55

Party Pronto, Inc.

Inv. O25285				
07/17/15	PD Open House Supplies		101-4010-4011-8020-000	605.00
Ck. 09/16/15 190078	Total			605.00

Pasadena Humane Society

Inv. Sept. 2015				
09/02/15	PD Animal Control Svcs 9/15		101-4010-4011-8180-000	10,224.00
Ck. 09/16/15 190079	Total			10,224.00

Pasadena Water & Power

Inv. 80176-1				
08/20/15	Water Use 60 E. State St. 7/14		500-6010-6711-8231-000	2,094.29

Ck. 09/16/15 190080	Total		2,094.29
Pasadena Weekly			
Inv. 331829			
08/20/15	Library Screenings Ads	101-8010-8011-8040-000	266.00
Ck. 09/16/15 190081	Total		266.00
Personal Court Reporters Inc.			
Inv. 54352			
07/29/15	Transcribing Svcs-SP CC Mtg 7/	101-7010-7101-8170-000	610.50
Inv. 54797			
08/06/15	Transcribing Svcs-SP PC Mtg 7/	101-7010-7101-8170-000	675.00
Ck. 09/16/15 190082	Total		1,285.50
Podvoll, Candace			
Inv. Aug 2015			
09/01/15	Instructor Meditation Class	101-8030-8021-8267-000	20.00
Ck. 09/16/15 190083	Total		20.00
PQL			
Inv. 379250			
08/06/15	LED -Arroyo Park Restroom Faci	215-6010-6201-8020-000	488.87
Ck. 09/16/15 190084	Total		488.87
Prime Graphix Inc.			
Inv. 1082			
08/12/15	1 Custom Dbl Sided Banner & 6	101-4010-4011-8170-000	1,329.80
09/16/15 190085	Total		1,329.80
Public Works Careers			
Inv. 2015-9038			
08/31/15	PW Operations Mngr Job Ads	101-2010-2013-8040-000	99.00
Ck. 09/16/15 190086	Total		99.00
Reid, Killen M.			
Inv. 203240			
09/08/15	Refund Citation	101-0000-0000-4610-000	28.00
Ck. 09/16/15 190087	Total		28.00
Roadline Products Inc. USA			
Inv. 11804			
07/28/15	Spray Tips for Paint Gun Strip	230-6010-6116-8020-000	494.08
Ck. 09/16/15 190088	Total		494.08
S.G.V. Newspaper Group			
Inv. 0000234721			
07/31/15	GreenExpo & Car Show Ads	101-0000-0000-2992-003	336.22
Ck. 09/16/15 190089	Total		336.22
S.P.Review			
Inv. 3916			
07/28/15	Public Notice-2015 Summer Conc	101-8030-8032-8264-000	252.00
Inv. 4031			
08/20/15	Public Notice-Notice of Nomine	101-1020-1022-8040-000	56.00
Ck. 09/16/15 190090	Total		308.00
ety Kleen			
Inv. 67908487			
08/25/15	FD Emergency Hazmat Removal Sv	101-5010-5012-8020-000	2,001.82

Inv. 67980455			
08/27/15	FD Emergency Hazmat Removal Sv	101-5010-5012-8020-000	699.95
Ck. 09/16/15 190091	Total		2,701.77
San Gabriel Valley Medical Cen			
Inv. 30676829			
07/01/15	PD Blood w/Drawal-John Valenzu	101-4010-4011-8170-000	458.00
Ck. 09/16/15 190092	Total		458.00
San Pascual Stables			
Inv. Sum 2015			
08/25/15	Instructor Horsemanship Classe	101-8030-8032-8267-000	1,950.00
Ck. 09/16/15 190093	Total		1,950.00
SC Fuels			
Inv. 0382693			
08/12/15	FD Vehicles Diesel Fuel	101-5010-5011-8100-000	6,422.66
Ck. 09/16/15 190094	Total		6,422.66
Service Pro Pest Mgmt Company			
Inv. 144029			
08/24/15	Citywide Pest Control Svcs 8/1	101-6010-6601-8120-000	389.17
Ck. 09/16/15 190095	Total		389.17
Siemens Industry Inc.			
Inv. 5610007956			
08/14/15	Traffic Signal Maint. Svcs 7/1	215-6010-6115-8180-000	2,096.72
Inv. 5620007858			
08/14/15	Traffic Signal Call Outs Svcs	215-6010-6115-8180-000	500
Ck. 09/16/15 190096	Total		2,597.41
Smith, Nicole			
Inv. 211128771			
09/02/15	Refund Citation	101-0000-0000-4610-000	48.00
Ck. 09/16/15 190097	Total		48.00
So CA News Circulation			
Inv. 900041829			
08/24/15	PasadenaStarNewSubscription ti	101-5010-5011-8080-000	94.26
Ck. 09/16/15 190098	Total		94.26
Sorino, Regina			
Inv. R62434			
08/25/15	Refund WMB Deposit 8/22/15	101-0000-0000-2920-000	500.00
Ck. 09/16/15 190099	Total		500.00
Springbrook Software			
Inv. 1979			
08/19/15	V7 Migration Training Mgmt Svc	101-3010-3032-8180-000	5,563.00
Inv. 1990			
08/24/15	V7 Testing Phase w/Training up	101-3010-3032-8180-000	1,425.29
Ck. 09/16/15 190100	Total		6,988.29
Staples Business Advantage			
Inv. 3271696163			
07/12/15	Candidate Election Supplies	101-1010-1011-8020-000	94.67
Inv. 3272827082			
07/27/15	Candidate Election Supplies CR	101-1010-1011-8020-000	(28.2)
Inv. 3274257404			
08/08/15	Plan/Bldg Office Supplies	101-7010-7101-8000-000	234.08

Inv. 3274257406				
08/08/15	Plan/Bldg Office Supplies	101-7010-7101-8000-000		22.55
Inv. 3274257407				
08/08/15	PD Office Supplies	101-4010-4011-8000-000		121.00
Inv. 3274489990				
08/12/15	PD Office Supplies	101-4010-4011-8000-000		592.58
Inv. 3274489992				
08/12/15	Rec Office Supplies	101-8030-8032-8000-000		57.32
Inv. 3274489994				
08/12/15	Yard Office Supplies	500-6010-6711-8000-000		12.77
08/12/15	Yard Office Supplies	500-6010-6710-8000-000		12.77
08/12/15	Yard Office Supplies	101-6010-6410-8000-000		12.78
08/12/15	Yard Office Supplies	210-6010-6501-8000-000		12.78
08/12/15	Yard Office Supplies	230-6010-6116-8000-000		12.78
08/12/15	Yard Office Supplies	101-6010-6601-8000-000		12.78
Inv. 3274562863				
08/13/15	Plan/Bldg Office Supplies	101-7010-7101-8000-000		25.93
Inv. 3274562864				
08/13/15	PD Office Supplies	101-4010-4011-8000-000		6.64
Inv. 3274843782				
08/15/15	Mgmt. Svcs & PW Office Supplie	101-2010-2011-8020-000		4.17
08/15/15	Mgmt. Svcs & PW Office Supplie	101-6010-6011-8020-000		64.49
08/15/15	Mgmt. Svcs & PW Office Supplie	101-1020-1021-8020-000		64.50
08/15/15	Mgmt. Svcs & PW Office Supplie	101-2010-2011-8000-000		79.27
Inv. 3275095624				
08/19/15	Plan/Bldg Office Supplies	101-7010-7101-8000-000		8.16
Inv. 3275195477				
08/20/15	PD Office Supplies	101-4010-4011-8000-000		653.66
Inv. 3275195481				
08/20/15	PD Office Supplies	101-4010-4011-8000-000		22.12
Inv. 3275195483				
08/20/15	PD Office Supplies	101-4010-4011-8000-000		95.18
Inv. 3275273754				
08/21/15	Finance Office Supplies	101-3010-3011-8000-000		239.92
Inv. 3275273755				
08/21/15	FD Office Supplies	101-5010-5011-8000-000		449.85
Inv. 3275273760				
08/21/15	PD Office Supplies	101-4010-4011-8000-000		340.06
Inv. 3275676424				
08/25/15	PD Office Supplies	101-4010-4011-8000-000		246.71
Ck. 09/16/15 190101	Total			3,471.23
Sun Badge Company				
Inv. 361011				
08/26/15	PD Badges	101-4010-4011-8020-000		218.10
Inv. 361164				
08/31/15	PD Retired Office Badge & Case	101-4010-4011-8020-000		128.99
Inv. 361471				
07/01/15	PD Expert Ribbon - South Pasad	101-4010-4011-8020-000		46.70
Ck. 09/16/15 190102	Total			393.79
Superior Court of CA, County o				
Inv. August 2015				
09/08/15	Court Fees 8/15	101-0000-0000-4610-000		12,105.00
Ck. 09/16/15 190103	Total			12,105.00
SupplyWorks				
Inv. 2931386-00				
08/20/15	Library Restroom Supplies	101-8010-8011-8120-000		228.75
Inv. 2931548-00				
08/20/15	PD Janitorial Supplies	101-4010-4011-8120-000		371.84

Inv. 2931550-00				
08/20/15	Janitorial Supplies	101-6010-6601-8020-000		371.84
Inv. 2931551-00				
08/20/15	Janitorial Supplies	101-6010-6601-8020-000		371.84
Ck. 09/16/15 190104	Total			1,344.27
Tom's Clothing & Uniforms Inc				
Inv. 1413				
08/21/15	PD Crossing Guard Vests	101-4010-4011-8134-000		98.10
Ck. 09/16/15 190105	Total			98.10
Transtech Engineers Inc.				
Inv. 15081201				
08/01/15	Bldg & Plan Check Svcs 7/15	101-7010-7101-8180-000		26,405.84
Ck. 09/16/15 190106	Total			26,405.84
UCLA Center for Prehospital Ca				
Inv. 1270				
07/01/15	FD Paramedic Training	101-5010-5011-8170-000		1,893.98
Inv. 1288				
08/01/15	FD Paramedic Training	101-5010-5011-8170-000		1,893.98
Ck. 09/16/15 190107	Total			3,787.96
United Site Services, Inc.				
Inv. 114-3230878				
08/20/15	Portable Toilet Svc-Skate Park 8/1	101-8030-8032-8180-000		263.27
Ck. 09/16/15 190108	Total			263.27
Upper S.G.Mun. Water Dist.				
Inv. 2/07-15				
08/20/15	Water Supply Kollie Ave./Monterey	500-6010-6711-8231-000		92.50
Ck. 09/16/15 190109	Total			92.50
Valdez, Catalina				
Inv. 9/2/15				
09/03/15	Reimb. PD Training Expense	101-4010-4011-8200-000		28.70
Ck. 09/16/15 190110	Total			28.70
Valley Power Systems Inc.				
Inv. I21880				
08/26/15	FD Emergency Repairs on A/U-81	101-5010-5011-8100-000		1,664.39
Ck. 09/16/15 190111	Total			1,664.39
Verizon Wireless				
Inv. 9750935758				
08/19/15	PW Scada System 7/20-8/19/15	500-6010-6711-8020-000		35.11
Ck. 09/16/15 190112	Total			35.11
Villavicencio, Leslie				
Inv. R05852				
08/10/15	Refund Lost & Paid Library Mat	101-0000-0000-5260-003		6.00
Ck. 09/16/15 190113	Total			6.00
VR Auto Repair				
Inv. 184779				
08/20/15	PD Unit# 0432 Change 2 Tires	101-4010-4011-8100-000		50.00
Inv. 184780				
08/24/15	PD Unit# 1404 Change 2 Tires	101-4010-4011-8100-000		50.00
Ck. 09/16/15 190114	Total			100.00

City of South P
User: mfestejo

Accounts Payable
Check Detail Report - Detail

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Inv. 0915111				
09/02/15	Waterless 5 Van Cleaning Svcs			232.00
Ck. 09/16/15 190115	Total	205-8030-8025-8100-000		232.00

Wong, Pauline

Inv. August 2015				
09/01/15	Instructor Line Dance Class			211.20
Ck. 09/16/15 190116	Total	101-8030-8021-8267-000		211.20

Y Tire Sales

Inv. 117270				
08/21/15	Yard Unit#19 Replace 2 Tires			535.85
Ck. 09/16/15 190117	Total	500-6010-6710-8100-000		535.85

Total				155,318.66
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ATTACHMENT 4
Payroll 09-11-15

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 09.11.15

Account Number	Account Name	09.16.15
101-0000-0000-1010-000	General Fund - Payroll cash	490,293.44
	Other Withholding Payables	\$ 234,300.64
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	255,992.80
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	5,003.18
207-0000-0000-1010-000	Prop C - Payroll Cash	4,206.03
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	12,670.75
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR Ca	8,805.67
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	5,155.38
229-0000-0000-1010-000	CRA Housing - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	10,095.63
247-0000-0000-1010-000	SGVCOG Grant Fund	-
260-0000-0000-1010-000	CDBG - Payroll Cash	-
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	220.33
500-0000-0000-1010-000	Water Fund - Payroll Cash	49,480.19
700-0000-0000-2210-000	Internal Revenue Service	63,737.79
700-0000-0000-2230-000	Internal Revenue Service	16,071.78
Total Checks & Direct Deposits		431,439.53
Checks		19,672.06
Direct Deposits		331,982.90
I.R.S Payments		79,784.57
		<hr/>
		431,439.53
To 700		566,258.54
Other PR Payable		234,300.64
ACH Payable		331,957.90
		<hr/>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 09.16.15

<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 09/06/15	ACH	227.0000.0000.1010.000	Payroll PE 09.06.15	\$ 5,155.38

RSA Report Total \$ 5,155.38

Robert S. Joe, Agency Chair

Evelyn G. Zneimer, Agency Secretary


David Batt, Agency Treasurer

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

*Robert S. Joe, Mayor/Agency Chair/Authority Chair
Diana Malmud, Mayor Pro Tem/Agency Vice Chair/Authority Vice Chair
Michael A. Cacciotti, Council/Agency/Authority Member
Marina Khubesrian, M.D., Council/Agency/Authority Member
Richard D. Schneider, M.D., Council/Agency/Authority Member
Evelyn G. Zneimer, City Clerk/Agency/Authority Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: September 16, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SA*
FROM: Gary E. Pia, City Treasurer
David Batt, Finance Director *B*
SUBJECT: **Monthly Investment Reports for July 2015**

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 2015.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

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

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

Legal Review

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

Public Notification of Agenda Item

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

Attachments:

1. City Investment Reports for July 2015
2. Successor Agency to the Community Redevelopment Agency Investment Reports for July 2015
3. Public Financing Authority Investment Reports for July 2015

ATTACHMENT 1
City Investment Reports for July 2015

Exhibit A

City of South Pasadena

INVESTMENT REPORT
July 31, 2015

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	0.320%	53.83%	14,134,077.01	14,134,077.01
SUBTOTAL			53.83%	<u>14,134,077.01</u>	<u>14,134,077.01</u>
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B	1.602%	30.06%	7,892,100.65	7,938,787.68
Corporate Bonds	See Exhibit B	2.220%	12.12%	3,182,657.70	3,182,636
Certificates of Deposit	See Exhibit B	0.907%	4.00%	<u>1,050,000.00</u>	<u>1,051,071</u>
SUBTOTAL			46.17%	<u>12,124,758.35</u>	<u>12,172,495.39</u>
TOTAL INVESTMENTS			100.00%	<u>\$26,258,835.36</u>	<u>\$26,306,572.40</u>

BANK ACCOUNTS:

Bank of America Account Balance:	\$2,840,262.89
Smith Barney Uninvested Cash Balance:	\$82,250.65
Smith Barney Unsettled Transactions	\$0.00

Required Disclosures:

Average weighted maturity of the portfolio 655 DAYS

Average weighted total yield to maturity of the portfolio 0.960%

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 F

Funds and Investments
Held by Contracted (Third) Parties
July 31, 2015

Morgan Stanley Smith Barney Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
Gov't. Securities	U.S. Treasury Note	912828KT6	12/26/2014	271,000.00	101.309	274,548.17	2.375%	0.398%	274,896.98	2.340%	3/31/2016	244	348.81
Gov't. Securities	U.S. Treasury Note	912828RM4	12/29/2014	387,000.00	100.417	388,614.24	1.000%	0.664%	389,720.61	0.990%	10/31/2016	458	1,106.37
Gov't. Securities	U.S. Treasury Note	912828NG1	12/26/2014	533,000.00	103.324	550,715.81	2.750%	0.914%	553,445.88	2.640%	5/31/2017	670	2,730.07
Gov't. Securities	U.S. Treasury Note	912828PY0	12/29/2014	866,000.00	103.749	898,470.03	2.750%	1.268%	907,741.20	2.620%	2/28/2018	943	9,271.17
Gov't. Securities	U.S. Treasury Note	912828VK3	12/26/2014	222,000.00	99.895	221,765.79	1.375%	1.406%	224,566.32	1.350%	6/30/2018	1,065	2,800.53
Gov't. Securities	U.S. Treasury Note	912828H52	3/6/2015	568,000.00	98.461	559,257.91	1.250%	1.577%	562,853.92	1.260%	1/31/2020	1,645	3,596.01
Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EACW7	12/30/2014	541,000.00	101.510	549,168.53	2.000%	0.578%	549,704.69	1.960%	8/25/2016	391	536.16
Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADL0	12/26/2014	839,000.00	99.672	836,246.40	1.000%	1.121%	841,819.04	0.990%	9/29/2017	791	5,572.64
Gov't. Securities	Fed. National Mtg. Assn.	3135G0GY3	12/26/2014	440,000.00	100.643	442,828.02	1.250%	0.817%	443,999.60	1.230%	1/30/2017	549	1,171.58
Gov't. Securities	Fed. National Mtg. Assn.	3135G0JA2	12/30/2014	637,000.00	100.416	639,650.24	1.125%	0.883%	641,994.08	1.110%	4/27/2017	636	2,343.84
Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	12/30/2014	450,000.00	98.924	445,158.00	0.875%	1.229%	447,021.00	0.880%	2/8/2018	923	1,863.00
Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	12/30/2014	275,000.00	101.298	278,569.72	1.875%	1.449%	281,226.00	1.116%	9/18/2018	1,145	2,656.28
Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	2/10/2015	219,000.00	101.807	222,956.85	1.875%	1.875%	223,958.16	1.116%	9/18/2018	1,145	1,001.31
Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	12/26/2014	500,000.00	101.284	501,419.98	1.625%	1.537%	507,165.00	1.600%	11/27/2018	1,215	5,745.02
Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	12/30/2014	630,000.00	101.054	636,642.19	1.875%	1.568%	642,366.90	1.830%	2/9/2019	1,289	5,724.71
Gov't. Securities	Fed. National Mtg. Assn.	3135G0A78	5/7/2015	445,000.00	100.245	446,088.77	1.625%	1.568%	446,308.30	1.620%	1/21/2020	1,635	219.53
Subtotal Gov't. Securities				7,823,000.00		7,892,100.65	1.685%	1.169%	7,938,787.68	1.602%		924	46,687.03
Corporate Bond	Metlife Inc.	59156RAU2	1/2/2015	97,000.00	104.672	101,531.48	6.750%	1.099%	101,614.29	6.440%	6/1/2016	306	82.81
Corporate Bond	Berkshire Hathaway Inc.	084670BB3	1/12/2015	106,000.00	101.516	107,606.75	2.200%	0.732%	107,558.20	2.160%	8/15/2016	381	(48.55)
Corporate Bond	Walt Disney Co.	25468PCM6	1/6/2015	109,000.00	100.714	109,777.97	1.350%	0.661%	109,708.50	1.340%	8/16/2016	382	(69.47)
Corporate Bond	PNC Funding Corp.	693476BM4	2/6/2015	106,000.00	101.975	108,093.77	2.700%	0.928%	107,758.54	2.650%	9/19/2016	416	(335.23)
Corporate Bond	US Bancorp (Callable)	91159HHB9	12/30/2014	106,000.00	101.444	107,530.69	2.200%	1.068%	107,666.32	2.160%	11/15/2016	473	135.63
Corporate Bond	Duke Energy Carolinas	26442CAL8	1/5/2015	108,000.00	101.100	109,188.09	1.750%	0.941%	109,158.84	1.730%	12/15/2016	503	(29.25)
Corporate Bond	Exxon Mobil Corp.	30231GAA0	7/23/2015	112,000.00	100.108	112,120.44	0.921%	0.854%	112,070.56	0.920%	3/15/2017	593	(49.88)
Corporate Bond	BB&T Corp.	05531FAK9	1/12/2015	108,000.00	101.574	109,700.00	2.150%	1.178%	109,583.28	2.110%	3/22/2017	600	(116.72)
Corporate Bond	Gen. Electric Capital Corp.	36962GWO	12/30/2014	108,000.00	101.659	109,791.32	2.300%	1.331%	110,055.24	2.250%	4/27/2017	636	263.92
Corporate Bond	Caterpillar Financial Service	14912L5E7	1/6/2015	110,000.00	100.801	110,880.62	1.625%	1.182%	110,994.40	1.610%	6/1/2017	671	113.78
Corporate Bond	United Technologies	913017BU2	12/30/2014	108,000.00	101.088	109,174.87	1.800%	1.198%	109,449.36	1.770%	6/1/2017	671	274.49
Corporate Bond	United Health Group Inc.	91324PBY7	1/5/2015	111,000.00	100.091	111,100.83	1.400%	1.358%	110,703.63	1.400%	10/15/2017	807	(397.20)
Corporate Bond	Microsoft Corp.	594918AP9	1/12/2015	113,000.00	99.743	112,709.59	0.875%	0.967%	112,949.15	0.870%	11/15/2017	838	239.56
Corporate Bond	Wells Fargo Co.	949746NX5	1/5/2015	94,000.00	109.208	102,655.75	5.625%	1.632%	102,980.76	5.130%	12/11/2017	864	325.01
Corporate Bond	JP Morgan Chase & Co.	46625HJF8	1/5/2015	111,000.00	100.733	111,813.88	1.133%	1.133%	111,731.49	1.180%	1/25/2018	909	(82.39)
Corporate Bond	Wal-Mart Stores Inc.	931142DF7	1/6/2015	110,000.00	98.977	108,874.70	1.125%	1.447%	109,722.80	1.120%	4/11/2018	985	848.10
Corporate Bond	Goldman Sachs Group Inc.	38141GVK7	6/5/2015	110,000.00	101.297	111,426.49	1.478%	1.099%	111,029.60	1.480%	4/30/2018	1,004	(396.89)
Corporate Bond	Merck & Co. Inc.	58933YAG0	1/12/2015	111,000.00	99.970	110,966.70	1.300%	1.309%	110,599.29	1.300%	5/18/2018	1,022	(367.41)
Corporate Bond	Pepsico Inc.	7134748BH0	1/6/2015	102,000.00	109.067	111,248.38	5.000%	1.707%	111,713.46	4.560%	6/1/2018	1,036	465.08
Corporate Bond	Home Depot Inc.	437076BB7	1/12/2015	107,000.00	102.182	109,334.85	2.250%	1.528%	109,331.53	2.200%	9/10/2018	1,137	(3.32)
Corporate Bond	Coca-Cola Co.	191216BF6	7/20/2015	110,000.00	100.680	110,747.71	1.650%	1.435%	110,639.10	1.640%	11/1/2018	1,189	(108.61)
Corporate Bond	Oracle Corp.	68389XAQ8	12/30/2014	109,000.00	101.423	110,550.87	2.375%	1.947%	110,744.00	2.330%	1/15/2019	1,264	193.13
Corporate Bond	John Deere Capital Corp.	24422ESK6	1/6/2015	112,000.00	99.642	111,599.04	1.950%	2.040%	112,571.20	1.940%	3/4/2019	1,312	972.16

Exhibit B-1

**Funds and Investments
Held by Contracted (Third) Parties
July 31, 2015**

Morgan Stanley Smith Barney Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
10 Corporate Bond	Home Depot Inc.	437076BE1	4/27/2015	110,000.00	101.873	112,060.52	2.000%	1.500%	110,844.80	1.980%	6/15/2019	1,415	(1,215.72)
11 Corporate Bond	American Express Credit	0258M0DP1	4/27/2015	110,000.00	101.470	111,617.53	2.250%	1.870%	110,320.10	2.240%	8/15/2019	1,476	(1,297.43)
12 Corporate Bond	Proctor & Gamble Co.	742718EG0	1/27/2015	105,000.00	101.309	106,374.54	1.900%	1.580%	106,057.35	1.880%	11/1/2019	1,554	(317.19)
13 Corporate Bond	Apple Inc.	037833AH3	1/12/2015	114,000.00	98.318	112,082.52	1.550%	1.911%	111,984.48	1.570%	2/7/2020	1,652	(98.04)
14 Corporate Bond	Comcast Corp.	20030NBA8	6/22/2015	98,000.00	112.219	109,974.94	5.150%	2.296%	110,048.12	4.580%	3/1/2020	1,675	73.18
15 Corporate Bond	Cisco Systems Inc.	17275RAX0	6/22/2015	112,000.00	100.110	112,122.86	2.450%	2.297%	113,048.32	2.420%	6/15/2020	1,781	925.46
Subtotal Corporate Bonds				3,127,000.00		3,182,657.70	2.295%	1.389%	3,182,636.71	2.220%		954	(20.99)
16 CD	Ally Bank - UT	02005QS46	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	250,330.00	1.080%	9/21/2015	52	330.00
17 CD	Discover Bank - DE	254671GJ3	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	250,295.00	1.080%	9/21/2015	52	295.00
18 CD	Goldman Sachs	38143AE68	9/19/2012	250,000.00		250,000.00	1.150%	1.150%	250,310.00	1.140%	9/21/2015	52	310.00
19 CD	Apple Bank - NY	037830RK4	9/26/2012	50,000.00		50,000.00	0.550%	0.550%	50,026.00	0.540%	9/28/2015	59	26.00
20 CD	Business Bank - MO	12325EFP2	9/28/2012	250,000.00		250,000.00	0.500%	0.500%	250,110.00	0.400%	9/28/2015	59	110.00
Subtotal CDs				1,050,000.00		1,050,000.00	0.943%	0.943%	1,051,071.00	0.907%		54	1,071.00
Money Market	Liquid Asset Fund			0.00		83,459.16			83,459.16	0.010%			1
Mutual Fund	Gov't. Cash Mgmt.			0.00		0.00			0.00	0.010%			1
Uninvested Cash				0.00		(1,208.51)			(1,208.51)	0.010%			1
Subtotal Cash & Cash Equivalents						82,250.65			82,250.65				1
Grand Totals				12,000,000.00		12,207,009.00	1.769%	1.199%	12,254,746.04	1.692%		851	47,737.04
Unsettled Transactions													
Subtotal Unsettled Transactions				0.00		0.00			0.00				0.00
Totals incl. Unsettled Transactions				12,000,000.00		12,207,009.00			12,254,746.04				47,737.04
Adjustments													
Differential due to Valuing Short-Term CDs/Securities at Cost													
Adjusted Total									12,254,746.04				47,737.04
Totals per Bank Statement						12,207,009.00			12,254,746.04				47,737.04

Exhibit C

City of South Pasadena
Investment Report

Summary of Invested Funds -- Last Day of the Month

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

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ATTACHMENT 2
Successor Agency to the Community
Redevelopment Agency Investment Reports for
July 2015

Exhibit A

**CITY OF SOUTH PASADENA
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
INVESTMENT REPORT
July 31, 2015**

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	0.320%			912,503.35	
SUBTOTAL				100.00%	<u>912,503.35</u>	
TOTAL INVESTMENTS				<u>100.00%</u>	<u>\$912,503.35</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 0.320%

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, 2015**

SA-CRA LAIF Account	
Beginning Balance:	\$911,858.77
Add Deposits	\$644.58
Subtract Withdrawals	
Ending LAIF Balance:	\$912,503.35

Exhibit C

**CITY OF SOUTH PASADENA
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
INVESTMENT REPORT
July 1, 2015**

**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	\$6.78	7/1/2015
Interest Account	Blackrock Provident Institutional Treasury Funds	0.00	7/1/2015
Principal/Sinking Account	Blackrock Provident Institutional Treasury Funds	0.00	7/1/2015
Reserve Account	Blackrock Provident Institutional Treasury Funds	<u>197,945.00</u>	7/1/2015
Total Funds Managed by Union Bank of California		\$197,951.78	

* Asset valuations provided by Union Bank through monthly reports.

Exhibit D

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

Summary of Invested Funds -- Last Day of the Month

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

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ATTACHMENT 3
Public Financing Authority Investment Reports for
July 2015

Exhibit A

South Pasadena
Public Financing Authority
INVESTMENT REPORT
July 31, 2015

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	0.126%	61.02%	13,506,592.24	13,506,592.24
Certificates of Deposit / Govt. Securities	See Exhibit B	0.767%	38.98%	8,626,780.00	8,626,780.00
SUBTOTAL			100.00%	22,133,372.24	22,133,372.24
TOTAL INVESTMENTS			100.00%	\$22,133,372.24	\$22,133,372.24

OTHER ACCOUNTS:

Wells Fargo 2009 Bonds Revenue Fund	\$203,337.30
Wells Fargo 2009 Bonds Interest Fund	\$0.27
Wells Fargo 2009 Bonds Principal Fund	\$0.00
Wells Fargo 2013 Bonds Revenue Fund	\$0.28
Wells Fargo 2013 Bonds Interest Fund	\$0.00
Wells Fargo 2013 Bonds Principal Fund	\$0.00
Wells Fargo 2013 Bonds Cost of Issuance Fund	\$0.11

Required Disclosures:

Average weighted maturity of the portfolio 159 DAYS

Average weighted total yield to maturity of the portfolio 0.376%

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, 2015**

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	
Reserve Fund									
1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		4,534.11	0.010%	4,534.11	0.010%		1	
3	Government Advantage Money Market		253,445.09	0.010%	253,445.09	0.010%		1	
Subtotal Cash & Cash Equivalents			257,979.20	0.010%	257,979.20	0.010%			
1	CDARS - CD	Medallion Bank - UT	3/15/2013	248,000.00	0.550%	248,000.00	0.550%	3/15/2016	228
2	CDARS - CD	Lake Forest Bank	6/27/2014	248,000.00	1.600%	248,000.00	1.600%	6/27/2016	332
3	CDARS - CD	American State Bank -IA	3/28/2013	248,000.00	0.700%	248,000.00	0.700%	3/28/2017	606
4	CDARS - CD	Oriental Bank	5/29/2014	248,000.00	1.000%	248,000.00	1.000%	5/30/2017	669
5	CDARS - CD	Barclays Bank	7/2/2014	248,000.00	1.150%	248,000.00	1.150%	7/3/2017	703
6	CDARS - CD	CIT Bank - UT	3/13/2013	248,000.00	1.100%	248,000.00	1.100%	3/13/2018	956
7	CDARS - CD	First Bank - PR	3/15/2013	248,000.00	1.050%	248,000.00	1.050%	3/15/2018	958
8	CD - Callable	JP Morgan Chase - OH	3/15/2013	248,000.00	0.750%	248,000.00	0.750%	3/15/2018	958
9	CDARS - CD	Bank of Deerfield	6/11/2014	248,000.00	1.600%	248,000.00	1.600%	6/11/2018	1,046
10	CDARS - CD	Discover Bank - DE	7/16/2014	247,000.00	1.550%	247,000.00	1.550%	7/16/2018	1,081
11	CDARS - CD	Goldman Sachs Bank	7/16/2014	247,000.00	1.600%	247,000.00	1.600%	7/16/2018	1,081
12	CDARS - CD	GE Capital Bank	7/18/2014	247,000.00	1.600%	247,000.00	1.600%	7/18/2018	1,083
13	CDARS - CD	Bar Harbor Bank - ME	5/30/2014	170,000.00	1.600%	170,000.00	1.600%	3/29/2019	1,337
Subtotal CDs			3,143,000.00	1.209%	3,143,000.00	1.209%		837	
Total Reserve Fund			3,400,979.20	1.118%	3,400,979.20	1.118%		773	
Project Fund									
1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		843,738.62	0.010%	843,738.62	0.010%		1	
3	Government Advantage Money Market		7,354,335.50	0.010%	7,354,335.50	0.010%		1	
4	USA Mutuals Partners Insured		5,050,538.92	0.320%	5,050,538.92	0.320%		1	
Subtotal Cash & Cash Equivalents			13,248,613.04	0.128%	13,248,613.04	0.128%		1	
1	Govt. Securities	Fed. Home Loan Bank	12/30/2014	1,997,780.00	0.375%	1,997,780.00	0.375%	6/24/2016	329
6	CDARS - CD	Private Bank & Trust	10/4/2013	249,000.00	0.650%	249,000.00	0.650%	10/5/2015	66
7	CDARS - CD	First United Bank	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	70
8	CDARS - CD	North American Banking Co.	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	70
9	CDARS - CD	Bridgewater Bank	10/10/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	70
10	CDARS - CD	Luana Savings Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	70
11	CDARS - CD	Lyons National Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/13/2015	74
12	CDARS - CD	Pilot Bank	10/17/2013	249,000.00	0.500%	249,000.00	0.500%	10/16/2015	77
13	CDARS - CD	Enerbank	10/17/2013	249,000.00	0.550%	249,000.00	0.550%	10/19/2015	80
14	CDARS - CD	Ally Bank	5/14/2015	249,000.00	0.600%	249,000.00	0.600%	11/14/2016	472
15	CDARS - CD	Triumph Bank	5/15/2015	249,000.00	0.600%	249,000.00	0.600%	12/15/2016	503
12	CDARS - CD	American Express Centurion	6/30/2015	249,000.00	0.800%	249,000.00	0.800%	12/27/2016	515
13	CDARS - CD	Mercantile Commerce Bank	6/26/2015	249,000.00	0.700%	249,000.00	0.700%	12/27/2016	515
14	CDARS - CD	MB Financial Bank	6/29/2015	249,000.00	0.700%	249,000.00	0.700%	12/29/2016	517
	CDARS - CD	Access Bank	6/30/2015	249,000.00	0.700%	249,000.00	0.700%	12/30/2016	518
Subtotal CDs & Securities			5,483,780.00	0.513%	5,483,780.00	0.513%		161	
Total Project Fund			18,732,393.04	0.241%	18,732,393.04	0.241%		48	
Grand Totals			22,133,372.24	0.376%	22,133,372.24	0.376%		159	

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015

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: **Memorandum of Understanding for Development of a Load Reduction Strategy for the Los Angeles River Bacteria Total Maximum Daily Load (Rio Hondo River Segment)**

Recommendation

It is recommended that the City Council authorize the City Manager to sign a memorandum of understanding (MOU) regarding the administration and cost sharing for development of a Load Reduction Strategy (LRS) for dry weather bacteria Total Daily Maximum Load (TMDL) for the Los Angeles River (Rio Hondo River segment and its tributaries).

Fiscal Impact

The estimated participatory cost share for South Pasadena to participate in the Rio Hondo LRS efforts is \$2,047. There are funds available in account 101-2015-8020 to fund this work.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The Los Angeles River Bacteria TMDL was adopted by the Los Angeles Regional Water Quality Control Board in July 2010 and became effective on March 23, 2012. The bacteria TMDL requires responsible parties to protect recreational uses in the Los Angeles River watershed by meeting targets and waste load allocations for E. coli. For this TMDL, the Los Angeles River is broken down into five segments. This MOU focuses only on the dry-weather bacteria TMDL for the Rio Hondo River and its tributaries. There are 26 responsible agencies that drain to the Rio Hondo River and its tributaries, including the City of South Pasadena. These agencies are working together to develop a collaborative LRS plan. Los Angeles County is serving as the lead agency for the group, and has selected a consultant (CDM Smith) through a competitive request for proposals process to develop the LRS.

Analysis

The cost of the LRS will be split amongst all of the responsible agencies based on contributory land use area. There is also a 5% administrative fee that the County is charging on top of each agency's cost share. Because South Pasadena has a tributary land area of 0.43 percent, the City's cost share is 0.43% of the total LRS cost.

More specifically, the scope of work for developing the LRS will include extensive monitoring of storm drain outfalls and analysis to determine what actions and best management practices (BMPs) the responsible parties must implement to meet the specified waste load allocations for the Los Angeles River. A detailed scope of work can be found in Attachment 2.

The LRS document must be completed by March 23, 2016, and implementation of BMPs identified in the LRS must be completed within 7 years.

The Rio Hondo River LRS is separate from, and in addition to, the LRS for the Arroyo Seco, which the City is also a tributary to.

Legal Review

The City Attorney has reviewed the MOU and found it acceptable.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion of 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. Memorandum of Understanding
2. Los Angeles County Memo

ATTACHMENT 1
MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITIES OF ALHAMBRA, MONTEBELLO, MONTEREY PARK, PASADENA, ROSEMEAD, SAN GABRIEL, SAN MARINO, SOUTH EL MONTE, SOUTH PASADENA, AND TEMPLE CITY

REGARDING THE ADMINISTRATION AND COST SHARING AMONG THE PARTIES RELATED TO THE LOAD REDUCTION STRATEGY FOR THE RIO HONDO RIVER AND TRIBUTARIES

This Memorandum of Understanding (MOU), made and entered into as of the date of the last signature set forth below by and among the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the CITIES OF ALHAMBRA, MONTEBELLO, MONTEREY PARK, PASADENA, ROSEMEAD, SAN GABRIEL, SAN MARINO, SOUTH EL MONTE, SOUTH PASADENA, and TEMPLE CITY, municipal corporations. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the Los Angeles Regional Water Quality Control Board (REGIONAL BOARD) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the COUNTY, the LACFCD, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County to comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Los Angeles River Bacteria Total Maximum Daily Load (LAR Bacteria TMDL) Resolution No. R10-007; and

WHEREAS, the LAR Bacterial TMDL was adopted by the REGIONAL BOARD on July 9, 2010 and became effective March 23, 2012; and

WHEREAS, the LAR Bacteria TMDL requires the responsible PARTIES to protect recreational uses in the Los Angeles River watershed by meeting targets and waste load allocations (WLAs) for the indicator bacterium *E. coli*; and

WHEREAS, the PARTIES have agreed to collaborate on the development of a Load Reduction Strategy (LRS) for the PARTIES to comply with the LAR Bacteria TMDL; and

WHEREAS, the PARTIES have determined that hiring a consultant to develop the LRS will be beneficial to the PARTIES, and the COUNTY, on behalf of the PARTIES, agreed to retain and manage the consultant to assist in the development of the LRS; and

WHEREAS, the COUNTY, on behalf of the PARTIES, has retained a consultant, CDM Smith Inc. (CONSULTANT); and

WHEREAS, the CONSULTANT submitted a proposal to conduct non-stormwater monitoring/screening and development of Bacteria Load Reduction Strategies for Rio Hondo River and Tributaries dated June 1, 2015; and

WHEREAS, the PARTIES have approved the CONSULTANT's proposal, which includes Tasks 1 through 5; and

WHEREAS, the PARTIES have agreed to pay the COUNTY the total amount shown in Table 4 of Exhibit A for all Tasks, which includes a 5 percent administration fee; and

WHEREAS, the PARTIES have agreed to have the COUNTY pay the CONSULTANT to initiate Tasks 1 through 4 shown in Table 1 of Exhibit A of this MOU; and

WHEREAS, the PARTIES will determine whether to initiate Task 5 shown in Table 1 of Exhibit A of this MOU after the completion of Tasks 1 through 4 and have the COUNTY pay the CONSULTANT the associated costs for Task 5; and

WHEREAS, the COUNTY will reimburse the PARTIES who are not participating in Task 5 their cost share shown in Table 3 of Exhibit A and will amend Table 3 to show an updated cost share among the participating PARTIES; and

WHEREAS, the COUNTY will reimburse all PARTIES their cost share shown in Table 3 of Exhibit A if Task 5 is not initiated; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively fund the development of the LRS and to coordinate the payment between the COUNTY and the PARTIES.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.

Section 4. Voluntary. This MOU is voluntarily entered into for the development of the LRS.

Section 5. Term. This MOU shall become effective to each PARTY on the date that PARTY signs this MOU, and shall remain in effect until (1) the COUNTY has provided written notice of completion of the LRS, and (2) the COUNTY has received payment by all PARTIES of their allocated pro-rata share hereunder.

Section 6. COUNTY AGREES:

- a. Consultant Services. To manage the CONSULTANT and to be responsible for coordinating the activities of the CONSULTANT. The COUNTY will be compensated for the administration of the CONSULTANT contract at a rate of 5 percent of each PARTY'S contract cost as described in Exhibit A.
- b. Invoice. To invoice the PARTIES for their share in the cost for the preparation and delivery of the LRS, as described in Table 4 of Exhibit A. The one-time invoice for the cost of all five Tasks will be sent upon the effective date of this MOU, as set forth in Section 4, or in December 2015, whichever comes first.
- c. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the consultant contract and the development of the LRS.
- d. Contingency. To notify the PARTIES if actual expenditures are anticipated to exceed the cost shown in Exhibit A and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse COUNTY for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Exhibit A. This 10 percent contingency will not be invoiced unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOU.
- e. Report. To provide the PARTIES with an electronic copy of the draft and final LRS submittals and reports as submitted to the Regional Board within 5 business days of receipt from the CONSULTANT.
- f. Accounting. To provide an accounting upon termination of this MOU. At the completion of the accounting, COUNTY shall return any unused portion of all funds deposited with COUNTY (including funds for Task 5 if not initiated by the PARTIES) in accordance with the cost allocation formula set forth in Exhibit A.
- g. Permit. To work with the CONSULTANT to obtain all necessary permits for installation of permanent or temporary infrastructure, if needed; or modifications to monitoring sites; and access within storm drains, channels, catch basins, and similar properties (FACILITIES) during monitoring events and maintenance.

Section 7. THE PARTIES FURTHER AGREE:

- a. Payment. To pay the COUNTY for their proportional share of the estimated cost for the development of the LRS and contract administration not exceeding the invoice amounts as shown in Exhibit A, within sixty (60) days of receipt of the invoice from COUNTY. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the LRS pursuant to new REGIONAL BOARD requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written approval of the PARTIES as explained in Section 6(d).
- b. Documentation. To make a good faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the CONSULTANT that is deemed necessary by the PARTIES to develop the LRS.
- c. Access. Each PARTY will allow reasonable access and entry to the CONSULTANT, on an as needed basis during the term of this MOU, to the PARTY'S FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY'S FACILITIES, the CONSULTANT shall obtain all necessary permits and execute a Right-of-Entry Agreement and provide written notice 72 hours in advance of entry from the applicable PARTY.
- d. Task 5. To determine, after the completion of Tasks 1 through 4, whether to initiate Task 5 shown in Table 1 of Exhibit A of this MOU. If any PARTIES agree, in writing, to initiate Task 5, then the COUNTY will direct the CONSULTANT to complete this task and COUNTY will pay the CONSULTANT with the funds previously collected from those PARTIES. If any PARTIES do not agree to initiate Task 5, then the COUNTY will refund those PARTIES their share of the cost of Task 5, as set forth in Table 4 of Exhibit A. Table 3 will be amended to show an updated cost among the participating PARTIES for Task 5.

Section 8. Indemnification

- a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason

of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 9. Termination and Withdrawal

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- c. COUNTY will notify all PARTIES in writing of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Exhibit A. If the increase is more than the 10 percent contingency, an amendment to this MOU must be executed to reflect the change in the PARTIES' cost share.
- d. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its entire share of the LRS development costs shown in Exhibit A. The effective date of withdrawal shall be the 6th day after COUNTY receives written notice of the PARTY'S intent to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit A.

Section 10. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this MOU, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 7(a) or withdraws pursuant to Section 9(d).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

- h. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 10(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____
GAIL FARBER, Director of Public Works

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
GAIL FARBER, Chief Engineer

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By _____
Deputy

Date

CITY OF ALHAMBRA

By _____
Mary Swink
City Manager

_____ Date

APPROVED AS TO CONTENT:

By _____
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By _____
Joseph M. Montes, Esq.
City Attorney

CITY OF MONTEBELLO

By _____
Name
Title

_____ Date

APPROVED AS TO CONTENT:

By _____
Name
Title

APPROVED AS TO FORM:

By _____
Name, Esq.
City Attorney

CITY OF MONTEREY PARK

By _____
Paul Talbot
City Manager

_____ Date

APPROVED AS TO CONTENT AND FORM:

By _____
Karl H. Berger
Assistant City Attorney

CITY OF PASADENA

By _____
Name
Title

_____ Date

APPROVED AS TO CONTENT:

By _____
Name
Title

APPROVED AS TO FORM:

By _____
Name, Esq.
City Attorney

CITY OF ROSEMEAD

By _____
Name
Title

_____ Date

APPROVED AS TO CONTENT:

By _____
Name
Title

APPROVED AS TO FORM:

By _____
Name, Esq.
City Attorney

CITY OF SAN GABRIEL

By _____
Name
Title

_____ Date

APPROVED AS TO CONTENT:

By _____
Name
Title

APPROVED AS TO FORM:

By _____
Name, Esq.
City Attorney

CITY OF SAN MARINO

APPROVED AS TO CONTENT:

By _____
John Schaefer
City Manager

APPROVED AS TO FORM:

By _____
Steve Dorsey, Esq.
City Attorney

CITY OF SOUTH EL MONTE

By _____
Name
Title

_____ Date

APPROVED AS TO CONTENT:

By _____
Name
Title

APPROVED AS TO FORM:

By _____
Name, Esq.
City Attorney

CITY OF SOUTH PASADENA

By _____
Sergio Gonzalez
City Manager

_____ Date

APPROVED AS TO CONTENT:

By _____
Evelyn G. Zneimer
City Clerk

APPROVED AS TO FORM:

By _____
Teresa L. Highsmith, Esq.
City Attorney

CITY OF TEMPLE CITY

By _____
Michael D. Forbes
Community Development Director

_____ Date

APPROVED AS TO CONTENT:

By _____
Bryan Cook
City Manager

APPROVED AS TO FORM:

By _____
Eric S. Vail, Esq.
City Attorney

EXHIBIT A

Rio Hondo and Tributaries Funding Contributions for LRS Implementation

Table 1. Contract Cost

TASK	DESCRIPTION	COST
Task 1	Non-stormwater Snapshot Monitoring/Screening	\$253,980.00
Task 2	Outfall Drainage Area Assessment	\$33,630.00
Task 3	LRS Development	\$85,230.00
Task 4	Prepare LRS Report	\$34,010.00
	Tasks 1-4 Sub-Total	\$406,850.00
Task 5	BMP Structural Controls and Concept Designs	\$98,050.00
	Tasks 1-5 Total	\$504,900.00

Table 2. Tasks 1 through 4 Cost Allocation Formula

CITY	PERCENT LAND AREA	LRS COST SHARE ¹	ADMIN FEE (5%)	TOTAL
Alhambra	7.86%	\$28,780.57	\$1,439.03	\$30,219.60
Montebello	12.15%	\$44,489.05	\$2,224.45	\$46,713.50
Monterey Park	9.40%	\$34,419.51	\$1,720.98	\$36,140.49
Pasadena	21.22%	\$77,700.21	\$3,885.01	\$81,585.22
Rosemead	7.86%	\$28,780.57	\$1,439.03	\$30,219.60
San Gabriel	6.28%	\$22,995.16	\$1,149.76	\$24,144.92
San Marino	5.73%	\$20,981.25	\$1,049.06	\$22,030.31
South El Monte	3.79%	\$13,877.65	\$693.88	\$14,571.53
South Pasadena	0.43%	\$1,574.51	\$78.73	\$1,653.24
Temple City	6.13%	\$22,445.91	\$1,122.30	\$23,568.21
County UA	19.15%	\$70,120.61	\$0.00	\$70,120.61
LACFCD (10% Contribution)	0.00%	\$40,685.00	\$0.00	\$40,685.00
TOTAL	100.00%	\$406,850.00	\$14,802.23	\$421,652.23

Table 3. Task 5 Cost Allocation Formula

CITY	PERCENT LAND AREA	LRS COST SHARE ¹	ADMIN FEE (5%)	TOTAL
Alhambra	7.86%	\$6,936.06	\$346.80	\$7,282.86
Montebello	12.15%	\$10,721.77	\$536.09	\$11,257.86

¹ LACFCD's share of contract cost is 10 percent of the total cost. The LRS Cost Share therefore shows this 10 percent amount for the LACFCD. The amount shown for the remaining PARTIES is calculated by multiplying the total cost for the Task(s) minus the LACFCD's share by the percent land area for each PARTY.

EXHIBIT A

Rio Hondo and Tributaries Funding Contributions for LRS Implementation

Monterey Park	9.40%	\$8,295.03	\$414.75	\$8,709.78
Pasadena	21.22%	\$18,725.59	\$936.28	\$19,661.87
Rosemead	7.86%	\$6,936.06	\$346.80	\$7,282.86
San Gabriel	6.28%	\$5,541.79	\$277.09	\$5,818.88
San Marino	5.73%	\$5,056.43	\$252.82	\$5,309.25
South El Monte	3.79%	\$3,344.49	\$167.22	\$3,511.71
South Pasadena	0.43%	\$379.45	\$18.97	\$398.42
Temple City	6.13%	\$5,409.41	\$270.47	\$5,679.88
County UA	19.15%	\$16,898.92	\$0.00	\$16,898.92
LACFCD (10% Contribution)	0.00%	\$9,805.00	\$0.00	\$9,805.00
TOTAL	100.00%	\$98,050.00	\$3,567.29	\$101,617.29

Table 4. Total Cost (Table 2 + Table 3)

CITY	TASKS 1-4	TASK 5	TOTAL
Alhambra	\$30,219.60	\$7,282.86	\$37,502.46
Montebello	\$46,713.50	\$11,257.86	\$57,971.36
Monterey Park	\$36,140.49	\$8,709.78	\$44,850.27
Pasadena	\$81,585.22	\$19,661.87	\$101,247.09
Rosemead	\$30,219.60	\$7,282.86	\$37,502.46
San Gabriel	\$24,144.92	\$5,818.88	\$29,963.80
San Marino	\$22,030.31	\$5,309.25	\$27,339.56
South El Monte	\$14,571.53	\$3,511.71	\$18,083.24
South Pasadena	\$1,653.24	\$398.42	\$2,051.66
Temple City	\$23,568.21	\$5,679.88	\$29,248.09
County UA	\$70,120.61	\$16,898.92	\$87,019.53
LACFCD (10% Contribution)	\$40,685.00	\$9,805.00	\$50,490.00
TOTAL	\$421,652.23	\$101,617.29	\$523,269.52

EXHIBIT B

Rio Hondo River and Tributaries Responsible Agency Representatives

AGENCY ADDRESS	AGENCY CONTACT
County of Los Angeles Department of Public Works Watershed Management Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803	Paul Alva Email: palva@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803	Terri Grant Email: tgrant@dpw.lacounty.gov Phone: (626) 458-4309 Fax: (626) 457-1526
City of Alhambra 111 South First Street Alhambra, CA 91801	David Dolphin Email: ddolphin@cityofalhambra.org Phone: (626) 300-1571 Fax: (626) 282-5833
City of Montebello 1600 West Beverly Boulevard Montebello, CA 90640	D Batson Email: dbatson@cityofmontebello.com Phone: (323) 887-1462 Fax: (323) 887-1464
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754	Amy Ho Email: amho@montereypark.ca.gov Phone: (626) 307-1383 Fax: (626) 307-2500
City of Pasadena P.O. Box 7115 Pasadena, CA 91109	Steve Walker Email: swalker@cityofpasadena.net Phone: (626) 744-4271 Fax: (626) 744-3823
City of Rosemead 8838 East Valley Boulevard Rosemead, CA 91770	Sean Sullivan Email: ssullivan@cityofrosemead.org Phone: (626) 569-2189 Fax: (626) 307-9218

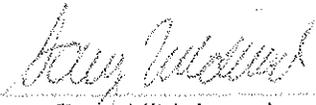
EXHIBIT B

Rio Hondo River and Tributaries Responsible Agency Representatives

City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91776	Daren Grilley Email: dgrilley@sgch.org Phone: (626) 308-2806 Fax: (626) 458-2830
City of San Marino 2200 Huntington Drive San Marino, CA 91108	Lucy Garcia Email: lgarcia@sanmarinoca.gov Phone: (626) 300-0700 Fax: (626) 300-0709
City of South El Monte 1415 North Santa Anita Avenue South El Monte, CA 91733	Tony Ybarra Email: tybarra@soelmonte.org Phone: (626) 652-3163 Fax: (626) 579-2409
City of South Pasadena 1414 Mission Street South Pasadena, CA 91030	Shin Furukawa Email: sfurukawa@southpasadenaca.gov Phone: (626) 403-7240 Fax: (626) 403-7241
City of Temple City 9701 Las Tunas Drive Temple City, CA 91780	Andrew J. Coyne Email: acoyne@templecity.us Phone: (626) 285-2171 Fax: (626) 285-8192

ATTACHMENT 2
Los Angeles County Memo

Approved


Gary Hildebrand

6-24-15

June 29, 2015

TO: Gary Hildebrand

FROM: Angela R. George 
Watershed Management Division

**LOS ANGELES RIVER BACTERIA TOTAL MAXIMUM DAILY LOAD
LOAD REDUCTION STRATEGY FOR RIO HONDO RIVER AND ITS TRIBUTARIES
AS-NEEDED CONSULTANT SERVICES AGREEMENT NO. PW 13698
PROJECT NOS. F21815P01 AND EF20315001**

Recommendations

1. On behalf of the County of Los Angeles (County), approve the attached project proposal from CDM Smith to develop a Load Reduction Strategy (LRS) for the dry-weather bacteria TMDL for the Los Angeles River (Rio Hondo River and its tributaries) for a not-to-exceed fee of \$504,900. The LRS will be developed collaboratively with the Los Angeles County Flood Control District (LACFCD) and the Cities of Alhambra, Montebello, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City.
2. Authorize Watershed Management Division to incorporate the project proposal into Consultant Services Agreement No. PW 13698 and issue a Notice to Proceed to CDM Smith.

Discussion

The Los Angeles River Bacteria Total Maximum Daily Load (TMDL) was adopted by the Los Angeles Regional Water Quality Control Board in July 2010 and became effective on March 23, 2012. This bacteria TMDL requires responsible parties to protect recreational uses in the Los Angeles River watershed by meeting targets and waste load allocations (WLAs) for the indicator bacterium *E. coli*. For this TMDL, the main stem of the Los Angeles River is broken down into five segments (Segments A thru E). For each segment and its tributaries, allowable exceedance days are set on an annual basis. This memorandum only focuses on the dry-weather bacteria TMDL for the Rio Hondo River and its tributaries. There are a total of 26 responsible parties within the Rio Hondo River and its tributaries including the County and the LACFCD.

The interim and final WLAs are group-based and shared among all responsible parties that drain to a segment or its tributary. Responsible parties are encouraged to

collaborate with each other and submit a collaborative LRS planning document to meet their TMDL requirements.

An LRS includes extensive monitoring and analysis to determine a suite of actions that responsible parties must implement to achieve the specified WLAs. The LRS also demonstrates reasonable assurance through a Monte Carlo simulation, which is a mathematical statistical water quality analysis method prescribed in the TMDL. The LRS may include source control programs, source investigation of flowing outfalls, and structural Best Management Practices (BMPs) such as dry-weather diversions. Additionally, responsible parties who elect to submit an LRS receive an extended implementation/compliance schedule of seven years to meet the final WLA limits. The extended schedule is allowed because the LRS planning process is relatively rigorous including monitoring, modeling, and identification of specific BMPs to be implemented within each segment or its tributary.

In order to meet the LRS completion deadline of March 23, 2016, the monitoring required for the LRS needs to begin in early summer 2015. Twelve responsible parties within the Rio Hondo and its tributaries have committed to collaborate and share costs in the preparation of a combined LRS to meet the group's dry weather bacteria TMDL requirements. Each agency's percent share will be equal to the tributary area of the Rio Hondo River as shown below.

Agency	Percent Land Area
Alhambra	7.87 percent
Montebello	12.15 percent
Monterey Park	9.41 percent
Pasadena	21.21 percent
Rosemead	7.87 percent
San Gabriel	6.28 percent
San Marino	5.73 percent
South El Monte	3.79 percent
South Pasadena	0.43 percent
Temple City	6.12 percent
County (Excludes Angeles National Forest Area)	19.15 percent
LACFCD (10 percent contribution)	00.00 percent
TOTAL	100.00 percent

Having one of the larger tributary areas, the County agreed to serve as lead agency to obtain and manage a consultant to perform the LRS work on behalf of the responsible parties. This collaborative effort is more cost effective and efficient for all parties involved and will reduce each agency's cost, including the unincorporated County and the LACFCD, than if they were to prepare an individual LRS plan.

On May 19, 2015, we received CDM Smith's proposal to develop an LRS for the Rio Hondo River and its tributaries. The proposal underwent a series of iterations to ensure that CDM Smith addressed all comments provided by Watershed Management Division. The final negotiated proposal, dated June 1, 2015, is attached and summarized below.

Task	Description	Cost	Estimated Completion Date
Task 1	Non-Stormwater Snapshot Monitoring/Screening	\$253,980	November 20, 2015
Task 2	Outfall Drainage Area Assessment	\$ 33,630	September 15, 2015
Task 3	LRS Development	\$ 85,230	December 15, 2015
Task 4	Prepare LRS Report	\$ 34,010	February 28, 2016
	Tasks 1-4 Sub-Total	\$406,850	
Task 5	BMP Structural Controls and Concept Designs	\$ 98,050	As early as February 28, 2016
	Tasks 1-5 Total	\$504,900	

We have reviewed the proposal and determined the costs to be fair and reasonable. Upon your approval, we will encumber the necessary funds and issue a Notice to Proceed to CDM Smith to initiate Tasks 1 thru 4 immediately. A separate Notice to Proceed will be issued for Task 5 upon completion of the previous tasks and after it has been determined how many concept designs are needed.

Project Budget

The County, LACFCD, and the Cities of Alhambra, Montebello, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City will enter into a Memorandum of Understanding (MOU) for development of the LRS and to recoup the County's project management costs, up to 5 percent. The LACFCD will pay ten percent of the total cost, and there are sufficient funds in the Fiscal Year 2014-15 Flood Fund Budget to cover LACFCD's share. The balance of the cost

after the LACFCD's contribution will be distributed among the group members according to land area as shown below.

City	Percent Land Area	LRS Cost Share	Admin Fee (5 percent)	Total
Alhambra	7.87 percent	\$ 35,754.39	\$ 1,787.72	\$ 37,542.11
Montebello	12.15 percent	\$ 55,231.13	\$ 2,761.56	\$ 57,992.68
Monterey Park	9.41percent	\$ 42,740.34	\$ 2,137.02	\$ 44,877.36
Pasadena	21.21 percent	\$ 96,376.28	\$ 4,818.81	\$101,195.10
Rosemead	7.87 percent	\$ 35,749.92	\$ 1,787.50	\$ 37,537.42
San Gabriel	6.28 percent	\$ 28,558.63	\$ 1,427.93	\$ 29,986.56
San Marino	5.73 percent	\$ 26,018.68	\$ 1,300.93	\$ 27,319.61
South El Monte	3.79 percent	\$ 17,207.24	\$ 860.36	\$ 18,067.60
South Pasadena	0.43 percent	\$ 1,949.40	\$ 97.47	\$ 2,046.86
Temple City	6.12 percent	\$ 27,820.31	\$ 1,391.02	\$ 29,211.32
County	19.15 percent	\$ 87,003.68	\$ 0.00	\$ 87,003.69
LACFCD (10 percent contribution)	0.00 percent	\$50,490.00	\$ 0.00	\$ 50,490.00
TOTAL =	100.00 percent	\$504,900.00	\$18,370.32	\$523,270.32

Sufficient funds are available in the Fiscal Year 2014-15 Public Works General Fund Budget for the County to cover the upfront contract cost including the County's share.

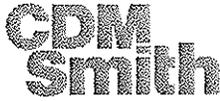
We are in the process of finalizing the MOU with the participating agencies. The MOU will require the agencies to deposit their shares of the project cost with the County after the MOU is executed. Unused funds will be returned to all agencies upon completion of the project.

GO:sw

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Attach.

cc: Watershed Management (Quirk)



600 Wilshire Blvd, Suite 400
Los Angeles, CA 90017
tel: 213 457-2200
fax: 213 627-8295

June 1, 2015

Jolene Guerrero
Watershed Management Division
Los Angeles County Department of Public Works
900 S. Fremont Avenue, 11th Floor
Alhambra, CA 91803

Subject: Revised Proposal to Conduct Non-Stormwater Monitoring/Screening and Development of Bacteria Load Reduction Strategies for Rio Hondo River and Tributaries

Dear Ms. Guerrero:

CDM Smith is pleased to submit this letter proposal to provide technical services to conduct non-stormwater monitoring/screening and develop the Load Reduction Strategy (LRS) for the Rio Hondo River and Tributaries, as described in the Scope of Work, dated April 28, 2015. A LRS is an alternative dry weather implementation approach authorized under the Los Angeles River Bacteria Total Maximum Daily Load (LAR Bacteria TMDL) (Resolution R10-007; effective date March 23, 2012). Adoption of the LRS approach provides the opportunity to address dry weather flows using a comprehensive, watershed-based adaptive management approach.

This proposal addresses the development of a LRS for the Upper Los Angeles Watershed (ULAR) Enhanced Watershed Management Plan (EWMP) Group, which includes 12 members: Cities of Alhambra, Montebello, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City; County of Los Angeles; and the Los Angeles County Flood Control District. With an LRS due to the Los Angeles Water Board by March 23, 2016, the objectives of this proposal are as follows:

1. *Outfall Non-stormwater Monitoring/Screenings:* Conduct the snapshot monitoring/screening events ("snapshot events") at outfalls within the study area as required to support development of an LRS and in accordance with the ULAR Coordinated Integrated Monitoring Program (CIMP). Consistent with LRS requirements, the monitoring should include six snapshot sample events at outfalls in the study area (flow rate, E. coli concentration, outfall characteristics) observed to be flowing during the



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study period. In addition, the study will collect receiving water data to support development of proposed alternative wasteload allocations for the LAR Bacteria TMDL.

2. *LRS Report Development:* Develop the LRS report for the Rio Hondo and specific tributaries (Alhambra Wash, Rubio Wash, Eaton Wash, and Arcadia Wash) that includes, as appropriate based on the data, a proposed alternative wasteload allocation that is higher than that established by the LAR Bacteria TMDL for submittal to the Los Angeles Water Board.

The purpose of this proposal is to provide LACDPW staff with a detailed scope of work, schedule and cost for implementation of the proposed project. This information, along with a proposed staffing plan, is provided below.

Proposed Scope of Work

To complete above objectives and meet the regulatory submittal deadline of March 23, 2016, the CDM Smith Team proposes to implement the following Scope of Work:

Task 1: Non-Stormwater Snapshot Monitoring/Screening

The following subtasks will be implemented to support Task 1. The scope of work and budget are based on the assumption that there are a total of 80 outfalls in the project area, six snapshot events will be conducted over a three month period during two seasons – July, representing summer; September, representing fall. To ensure comparability among this study and other snapshot monitoring/screening studies in the area, the CDM Smith team includes Larry Walker Associates (LWA). This approach will ensure that the methods for sampling activities, including measuring flow rates, collecting E. coli samples, and taking photographs are consistent among EWMP groups. Since the field monitoring methodologies and quality procedures will be provided from other EWMP groups performing LRS studies, CDM Smith has not included preparation of a field sampling plan, standard operating protocols, or a Quality Assurance Project Plan (QAPP) in this Scope of Work.

Task 1.1 – Project Kick-off Meeting

Following receipt of a Notice to Proceed, CDM Smith will organize a kick-off meeting to be held at LACDPW offices in Alhambra, CA. While the focus of this meeting will be on the coordination and implementation of monitoring activities (e.g., discussion of sites, sampling protocols, sample team deployment, sample schedule), the kickoff meeting will include discussion of all project tasks. CDM Smith Team will work with the LACDPW Project Manager on development of a meeting agenda and meeting materials.





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Task 1.2 – Pre-Snapshot Event Activities

CDM Smith Team will complete prescribed pre-sampling activities prior to each snapshot event so that event teams are scheduled and organized to meet project requirements (including variable sampling times to account for daily variability due to diurnal water use cycles), have the appropriate monitoring equipment and supplies to collect outfall and receiving water data, proper arrangements have been made with the laboratory to receive *E. coli* samples, and couriers have been scheduled so that *E. coli* samples are delivered to the laboratory within the six-hour sample holding time. For this study, CDM Smith will utilize the services of Weck Laboratories to receive and process bacteria samples.

Task 1.3 – Snapshot Events

Six snapshot events will be conducted at the 78 outfalls identified in the study area. Additional sampling will occur at selected receiving water sites (RWS) to provide baseline bacteria concentrations. To provide robust water quality data to support the mass-balance analyses to be completed in Task 3, RWS will include upstream (above all outfalls) and downstream (above confluence with Rio Hondo) sample locations on each tributary, two sample locations in the Rio Hondo above and below the confluence of each tributary with the mainstem, and an upstream and downstream site in the Rio Hondo. Based on this approach, **Table 1** summarizes the number of outfalls and RWS within each subwatershed proposed for sampling during each snapshot event.

Table 1. Summary of Proposed Number of Outfall and Receiving Water Sites

Subwatershed	Outfalls	Receiving Water Sites
Rio Hondo Mainstem (from mouth to confluence with Sawpit Wash)	2	10
Alhambra Wash	28	2
Rubio Wash	20	2
Eaton Wash	27	2
Arcadia Wash	3	2
Total Number of Sample Locations	80	18

Methods for collecting water quality, flow and characterization data will be the same as is being implemented by other EWMP groups and consistent with the CIMP. Having this consistency in how outfalls and receiving waters are evaluated and samples are collected increases certainty in how results are interpreted and compared within the Rio Hondo watershed.



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Each of the six snapshot events at the receiving waters and 78 outfalls will occur over a one week period for a total of 30 days of data collection. Two seasons will be covered by the six snapshot events (summer and fall). Key monitoring/screening activities that will be implemented during each snapshot event include:

- Measure instantaneous flow rate using appropriate method (e.g., float and stopwatch or hand held flow meter). Selection of the method used for each outfall will be based on outfall characteristics and the nature of the flow. The methods should be comparable from one event to another at individual outfalls so that data collected between snapshot events are comparable.
- Collect water samples to measure E. coli concentration, including required QA/QC blank and replicate samples for each event. For this proposal, collection of one replicate and one blank sample for each day sampling occurs is assumed for the cost proposal.
- Characterize each flowing outfall or receiving water, including taking photographs, gathering GPS coordinates, and documenting other relevant field observations.
- Delivery of E. coli samples to Weck Laboratories within the six-hour holding time following appropriate chain of custody requirements. Couriers will be used to ensure timely delivery.
- Processing of E. coli samples using the following analysis method: Enumeration Quantitray E. coli SM9223B. The E. coli range target is 10-2.4 million MPN (3 dilutions) with Colilert-18 media.

For the six snapshot events, the daily timing of sampling specific outfalls will be varied between morning and afternoon to limit bias due to diurnal water use cycles (e.g., an outfall that is repeatedly measured in the morning can be biased to have a higher flow rate than an outfall repeatedly measured in the late afternoon). The CDM Smith Team will have an event specific sample schedule prepared for discussion at the Project Kickoff meeting (see Task 1.1) to demonstrate how the timing of the sampling will be varied over the six snapshot events.

Task 1.4 - Compile Data and Complete Snapshot Event Reports

To support development of Snapshot Event Summary technical memoranda after each snapshot event, CDM Smith will compile the deliverables from each snapshot event, including field data sheets, photographs, flow/GPS data, and laboratory reports. In addition, data will be entered into an Excel spreadsheet that includes GPS, flow and *E. coli* data (including QA/QC data). The structure of the Excel spreadsheet will be discussed with the LACDPW project manager in advance to ensure that data are compiled in a manner consistent with other LACDPW projects and CIMP and in a manner that supports LRS development. Prior to entry of data into the Excel spreadsheet, the data





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will be reviewed to verify completeness. Any concerns with laboratory results will be coordinated with Weck Laboratories.

A draft Snapshot Event Summary Technical Memorandum (TM) will be prepared for each snapshot event. CDM Smith will prepare a draft TM for LACDPW review within three weeks of receipt of all data relevant to the TM. Attached to each TM will be supporting information including photographs and scans of field data sheets. Based on comments received on the draft TM, CDM Smith will prepare a final TM within two weeks of receipt of comments.

Task 1 Deliverables:

- Project Kickoff Meeting
- Proposed Outfall and RWS sampling schedule
- Collection of flow, E. coli samples and characterization data for six snapshot events
- Field data sheets, photographs, chain of custody forms
- Draft and final Snapshot Event Summary TM for each of the six snapshot events

Task 2: Outfall Drainage Area Assessment

CDM Smith will use GIS tools to analyze the storm drain network, catchment areas and jurisdictional boundaries to estimate the drainage areas for ULAR EWMP Group outfalls. The delineation is needed to (1) estimate the percent contribution from the ULAR EWMP Group to the outfalls that discharge co-mingled runoff into Rio Hondo waterbodies and (2) allow estimates of percent contribution from the ULAR EWMP Group (compared to other Groups).

Task 2 will be a screening-level effort conducted from the desktop without field verification. Drainage areas for ULAR EWMP Group outfalls will be estimated using readily available GIS data – namely the subwatersheds included in the Watershed Management Modeling System (WMMS). The estimated drainage area boundaries will be provided to the Group for review and verification as part of an Outfall Drainage TM. The Group will compare the estimated drainage areas to best available data and provide to CDM Smith the changes to be made to the delineated drainage areas. The drainage area delineation will focus on the larger storm drains, many of the smaller outfalls are private or the drainage areas are unknown.

Task 2 Deliverables:

- Outfall Drainage TM with figures and tables that shows the delineated outfalls, the jurisdictions that drain to them and their relative contribution. The TM will also report the percent area of the ULAR EWMP Group in the Rio Hondo watershed, by major tributary.



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Recommendations will be provided on which drainage areas are highest priority for follow-up and verification by the ULAR EWMP Group.

- GIS files that correspond to the delineated outfall drainage areas
- One meeting to review and discuss the draft outfall drainage memo.

Task 3: Load Reduction Strategy Development

The CDM Smith Team will conduct and present the analyses that serve as the foundation for the LRS Report (Task 4). Similar methodology to the Segment B LRS reports (developed by CDM Smith Team members) will be employed for the Rio Hondo LRS. Each of the receiving waters of the ULAR EWMP Group will be addressed individually: Rio Hondo Mainstem, Alhambra Wash, Eaton Wash, Rubio Wash, and Arcadia Wash ("ULAR EWMP receiving waters"). The following subtasks are proposed:

Task 3.1 – Determination of Wasteload Allocations

The LRS is load-based and the wasteload allocation for Rio Hondo is shared among all agencies. The wasteload allocation will be revisited for each of the ULAR EWMP receiving waters to evaluate if an increased allocation can be justified using best available data. Stream flow gage data will be analyzed to evaluate the assimilative capacity of each receiving water and revised allocations will be considered using a similar load duration curve methodology to the Los Angeles River Bacteria TMDL. The total allocation will be calculated, as well as the ULAR EWMP Group-specific allocations based on proportional drainage area. These allocations will serve as the attainment goals of the LRS analyses.

Task 3.2 – Conduct Monte Carlo Modeling

The outfall monitoring data from Task 1 will be used to develop a statistical model based on Monte Carlo approaches. The Monte Carlo model will be developed in a manner that is similar to the Los Angeles River Bacteria TMDL and recent LRS reports developed for Segment B. The model will be based on the statistics of the flow rates and E. coli concentrations measured from outfalls. The model will be used to: (1) evaluate and rank both the individual and cumulative baseline E. coli loading rates from outfalls that discharge into the receiving waters; (2) compare the cumulative loading rate from the outfalls to the wasteload allocation calculated under Task 2; and (3) prioritize implementation actions based on the outfalls that exhibit the highest loading rates and drive the MS4 loading above the wasteload allocation.

Task 3.3 – Identification of Priority and Outlier Outfalls

The Monte Carlo modeling will be used to compare cumulative current E. coli loading to the wasteload allocation and identify Priority and Outlier Outfalls using the methodology of the Los



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Angeles River Bacteria TMDL. Different scenarios will be evaluated to determine the minimum number of Priority Outfalls needed to attain the WLA in each of the ULAR EWMP receiving waters. Outlier Outfalls will be analyzed based on the selected Priority Outfalls and comparing raw data to the Monte Carlo predictions.

Task 3.4 – Identify Potential Implementation Actions for Priority and Outlier Outfalls

Actions will be proposed based on coordination and feedback from the ULAR EWMP Group. Outlier Outfalls will be subject to source investigations by the Group (not included in this scope of work). Priority Outfalls will be subject to structural control actions. CDM Smith will evaluate potential actions that would result in the minimum number of structural controls. If the drainage area is available from Task 2, the percent contributing area from ULAR EWMP agencies and non-EWMP agencies will be reported for the Priority Outfalls. Note that engineering or concept designs for structural actions are not included in this task. Information regarding any proposed structural controls will be general and not specific and will require follow-up and engineering feasibility evaluations.

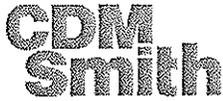
Task 3 Deliverables:

- Table with calculations showing model output with the estimated individual and cumulative E. coli loading rates.
- List of Priority Outfalls including their loading rates and the jurisdictions that drain to them (if drainage delineation is available from Task 2).
- List of Outlier Outfalls including their loading rates and the jurisdictions that drain to them (if drainage delineation is available from Task 2).
- Review meeting with ULAR EWMP Group to discuss the Priority and Outlier Outfall analysis.

Task 4: Develop LRS Reports for Submittal to the Los Angeles Water Board

This task will incorporate the findings from Task 2 and Task 3 into LRS reports for Rio Hondo for submittal to the Los Angeles Water Board. The ULAR EWMP Group is coordinating on the preparation of a joint report with other Groups in the watershed, and the outcome of this scope will represent the ULAR EWMP Group's participation in that coordinated report. While it is envisioned that one coordinated LRS Report will be submitted for the Rio Hondo watershed, each of the tributaries will be addressed individually with their own modeling and prioritization process. Figures and tables will detail the methods and findings of the analysis, and the approach will clearly follow the process outlined in the Los Angeles River Bacteria TMDL. The initial sections of the report will present an analysis for the groups as a whole, based on complying with a shared wasteload allocation. Subsequent LRS Report sections will provide detail on the responsible jurisdictions / Groups for addressing Priority and Outlier Outfalls (as applicable). A Draft LRS





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Report will be submitted to the groups for review, and comments will be addressed prior to finalizing the document for submittal to the Los Angeles Water Board in March 2016.

Task 4 Deliverables:

- Draft LRS Report submitted to the ULAR EWMP Group (and other Groups) for review and comment.
- Final LRS Report, in consideration of the comments provided by all Groups (not just ULAR EWMP Group), for submittal to the Los Angeles Water Board.
- Review meeting with ULAR EWMP Group to discuss Draft LRS Report.

Task 5 (Optional): Provide Recommendations for Structural Controls and Prepare Concept Designs

For the purpose of developing the cost estimate for this optional task, it was assumed that there will be one Priority Outfall for the mainstem Rio Hondo and one Priority Outfall for each of the four tributaries for a total of five Priority Outfalls. Costs for this task are provided as a total cost for five Priority Outfall evaluations and a unit cost/Priority Outfall (see Proposed Project Budget below).

Task 5.1 – Recommended Structural Controls for the Priority Outfalls

Upon completion of the identification of the Priority Outfalls (deliverable of Task 3.4), CDM Smith will identify and recommend a suite of potential structural project types (e.g., low flow diversion or dry well construction) that could be implemented to remove 100 percent of the dry weather flow from each Priority Outfall. To develop the suite of options, CDM Smith will conduct a site visit and field assessment to evaluate the feasibility of constructing one or more of the suite of structural controls at each location and provide assurance that the specific BMPs under consideration at that location can be implemented. CDM Smith will develop and evaluate potential BMP configurations (taking into account drainage area, sizing needs, soil infiltration rates, etc.) using the modeling information developed under Task 3.

CDM Smith will prepare a technical memorandum (TM) for each Priority Outfall that describes the suite of potential structural controls considered, the findings from the site visit and field assessment, data calculations based on information developed under Task 3, and a recommended preferred alternative or structural project for implementation. CDM Smith will meet with LACDPW and any other appropriate agencies to obtain concurrence on the TM findings.

Task 5.2 – Project Concept Design Fact Sheets for Priority Outfalls

Based on the outcome of Task 5.1, the CDM Smith Team will prepare a Project Concept Design Fact Sheet for each of the Priority Outfalls. Each fact sheet will include the following:



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- Site location and description;
- Site drainage area and characteristics (e.g., land use, slopes, soils);
- Structural BMP description
- Conceptual plan and profile drawing of the structural BMP
- BMP characteristics including its footprint and volume
- Simple graphic rendering of the BMP overlaid onto an aerial photo of the site.

It is intended that the complete fact sheets will be incorporated into the LRS report to be submitted to the Regional Board (see Task 4). For the purpose of developing the cost estimate for this proposal, it is assumed that there will be one priority outfall for the main stem Rio Hondo and one priority outfall for each of the four tributaries for a total of five priority outfalls.

Task 5 Deliverables:

- Draft and Final TMs for each Priority Outfall that identify the recommended BMP structural control for the outfall and the basis for the recommendation;
- Meeting with LACDPW and others to discuss findings contained in the draft TMs; and
- Draft and Final Project Concept Design Fact Sheets for each Priority outfall for inclusion in the LRS Report.

Key Personnel

CDM Smith has selected a team of qualified staff and firms to execute this project. Figure 1 illustrates the proposed organizational structure for this project. This structure is discussed below; brief biographies of the primary project personnel are provided in Attachment A of this proposal.

- ***David Ebersold*** will serve as the CDM Smith Principle-in-Charge for this Task Order. In this role, he is responsible for ensuring client expectations are met throughout the project.
- ***Tom Quasebarth*** will serve as the day to day Project Manager throughout project execution.
- ***Stefan Shuster, Richard Meyerhoff, and Chris Minton*** will serve as senior technical advisors throughout the duration of the project.
- ***Tom Quasebarth*** will be supported by a diverse project team that has been organized into four primary project functions:

- Laboratory services will be provided by *Weck Laboratories, Inc.* (certified MBE and Small Business Enterprise [SBE]) in the City of Industry). Weck Laboratories staff will complete all water quality sample analyses and provide sample results to the CDM Smith Team.
- Snapshot Event services will be provided by CDM Smith and its partner Larry Walker Associates (LWA). *Tiffany Lin* (CDM Smith) will work collaboratively with *Chris Minton* (LWA) in leading two monitoring/screening teams to execute data collection during the six snapshot events. *Tiffany Lin* will oversee preparation of the Snapshot Event TMs.
- Paradigm's *Dustin Bambic* and *Steve Carter* will lead development of Outfall Drainage Area Assessments and LRS strategy and prepare the LRS Report. *Richard Meyerhoff* (CDM Smith) will provide technical review of these task deliverables prior to submittal to the client.
- *Don Schroeder* (CDM Smith) will lead development of the BMP recommendations for structural controls and prepare concept designs, if this task is authorized.

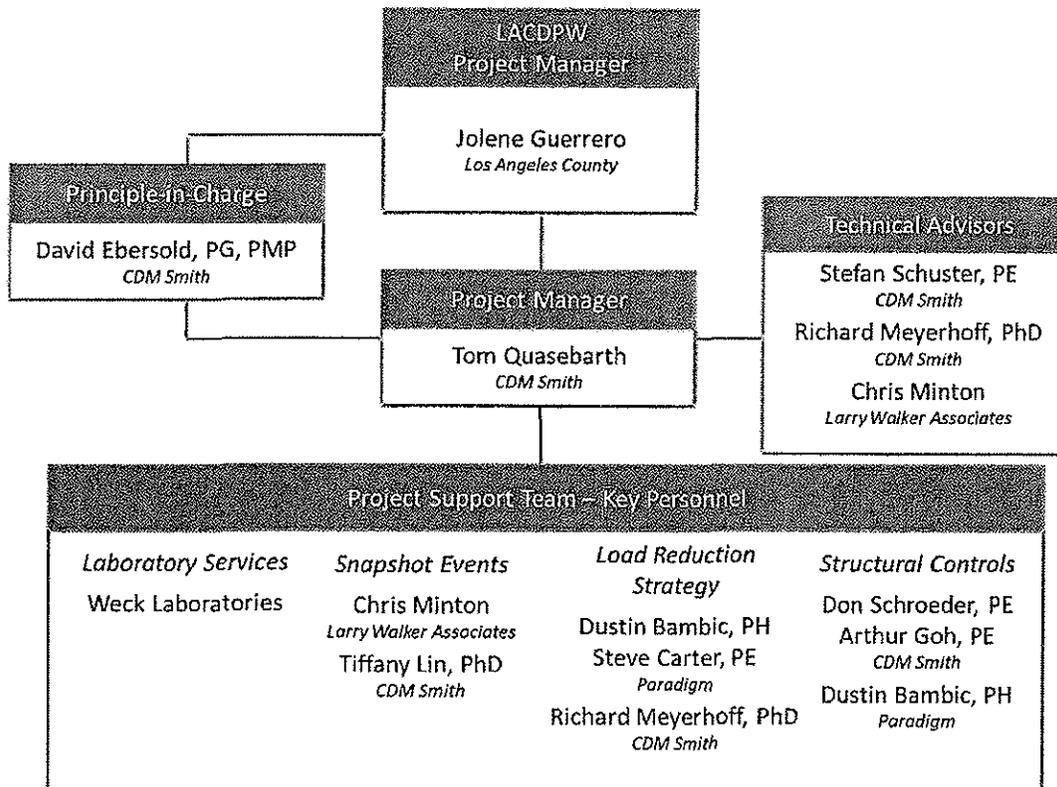


Figure 1. Organization Structure of Proposed Project Team with Key Personnel



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Proposed Project Budget

Attachment B provides information regarding the CDM Smith Team's cost estimate to complete the services described above under Tasks 1 through 4 and optional Task 5. For Task 5 the cost estimate represents a total cost for completion of deliverables for five Priority Outfalls. The unit cost per outfall is \$19,610. **Attachment C** provides a breakdown of labor hours by labor classification as requested by LACDPW. **Attachment D** provides specific responses to comments received on May 26, 2015 from LACDPW on CDM Smith's letter proposal dated May 19, 2015.

Proposed Schedule

Table 2 provides a schedule for the execution of this project; this schedule will be refined as needed during the Project Kickoff Meeting (see Task 1.1). Key assumptions include:

- Notice to Proceed by June 12
- Snapshot monitoring occurs in July and October
- To incorporate deliverables from optional Task 5 into the LRS Report, this task would be authorized by November 1, 2015.

Closing

Thank you for the opportunity to provide this proposal to conduct non-stormwater monitoring/screening and develop a Bacteria LRS Report for the project area. Our project team looks forward to discussing this proposal with you at your earliest convenience. If you have any questions, please contact me at ebersolddb@cdmsmith.com or (213) 457-2139.

Very truly yours,

David B. Ebersold
Vice President
CDM Smith Inc.



Table 2. Proposed Project Schedule

Task	Subtask	Completed By
Task 1 - Non-Stormwater Snapshot Monitoring/Screening	1.1 – Project Kickoff Meeting	Within two weeks of notice to proceed and prior to initiation of Snapshot Events
	1.2 – Pre-Snapshot Event Activities	July and September 2015 – complete before implementation of each snapshot event
	1.3 – Snapshot Events	<ul style="list-style-type: none"> • July 31 – Complete first three (summer) Snapshot Events • September 30 – Complete remaining three (fall) Snapshot Events
	1.4 - Compile Data and Complete Snapshot Event Reports	<p><u>July Snapshot Events</u></p> <ul style="list-style-type: none"> • August 31 – Submit 3 Draft Snapshot Event Summary TMs • September 20 – Submit 3 Final Snapshot Summary TMs (assumes comments within 5 business days on the draft TMs) <p><u>September Snapshot Events</u></p> <ul style="list-style-type: none"> • October 31 - Submit 3 Draft Snapshot Event Summary TMs • November 20 - Submit 3 Final Snapshot Summary TMs (assumes comments within 5 business days on the draft TMs)
Task 2 – Outfall Drainage Assessment	N/A	<ul style="list-style-type: none"> • Draft Outfall Drainage TM – August 15, 2015 • Final Outfall Drainage TM - Within three weeks of receiving comments on draft TM
Task 3 – Load Reduction Strategy Development	3.1 - Calculation of Final Wasteload Allocation	All deliverables for this task will be completed by December 15, 2015
	3.2 - Conduct Monte Carlo Modeling	
	3.3 - Identification of Priority and Outlier Outfalls	
	3.4 - Potential Implementation Actions for Priority/Outlier Outfalls	
Task 4 – Develop LRS Reports	N/A	<ul style="list-style-type: none"> • Draft LRS Report – January 31, 2016 • Final LRS Report – within two weeks of receipt of all comments on the Draft LRS Report
Task 5 (Optional) – Structural Control Recommendations and Concept Designs	5.1 - Recommended Structural Controls for the Priority Outfalls	<ul style="list-style-type: none"> • Draft TMs for each Priority Outfall by December 15, 2015 • Final TMs – within two weeks of receipt of comments on all TMs
	5.2 - Project Concept Design Fact Sheets for Priority Outfalls	<ul style="list-style-type: none"> • Draft Project Concept Design Fact Sheets by January 31, 2016 • Final Project Concept Design Fact Sheets – within two weeks of receipt of comments on draft documents (Final deliverable will be incorporated into the Final LRS Report)

Attachment A: Biographies of Key Personnel

Tom Quasebarth, CDM Smith (Project Manager) - Mr. Quasebarth is an environmental scientist with 35 years of experience in stormwater control studies, nonpoint pollution evaluations, water quality assessments, and watershed management. He is experienced in developing, calibrating, and applying hydrologic and water quality models and statistical analysis of water quality data to solve water resources planning problems. In recent years he has worked with LACDPW on the Marina del Rey and Oxford Basin projects, worked with the City of Los Angeles on the development of three TMDL Implementation Plans for the Ballona Creek watershed for metals, bacteria, and toxicity, including the development of BMPs, and managed preliminary design concepts for improved Sand Trap BMPs in the Tahoe Basin for Caltrans.

Stefan Schuster, PE, CDM Smith (Senior Technical Advisor) - Mr. Schuster brings more than 21 years of experience in water resource engineering, environmental assessment, water and wastewater treatment processes, erosion and sediment control, and groundwater sampling and remedial design to this project. Examples of his project-related experience include serving as the project manager for three large-scale BMP pilot studies in the Lake Tahoe Basin for Caltrans; and managing a field team during a 3-year highway runoff characterization and BMP effectiveness study for which he was responsible for coordinating the collection of large amounts of hydrologic and water quality data and data screening, quality control, and management tasks for the monitoring program.

Richard Meyerhoff, PhD, CDM Smith (Senior Technical Advisor and LRS Review) - Dr. Meyerhoff has more than 24 years of experience involving the protection of water resources. He has assisted many clients with Clean Water Act-related activities including TMDL implementation, stormwater management, water quality standards development, water quality permitting, especially for MS4-related projects, and bioassessments. He is working with Ballona Creek Watershed Management Group on the development of the Ballona Creek EWMP, was the project manager for the development of the City of Los Angeles' TMDL Implementation Plans for the Los Angeles River and Ballona Creek watersheds and has managed compliance and urban source evaluation activities associated with implementation of the Middle Santa Ana River Bacteria TMDL since 2007. Currently, he is developing the bacteria Regional Monitoring Program for the Santa Ana River watershed to meet the requirements of the recently adopted recreational use standards basin plan amendment in the Santa Ana region.

Chris Minton, Larry Walker Associates (Senior Technical Advisor and Field Sampling Project Manager) - Chris Minton is a Vice President with LWA and has over 13 years of experience with water quality monitoring, TMDLs, and both stormwater and wastewater NPDES permits. Chris participated in a leadership role for the development of the Coordinated Integrated Monitoring Programs in both the Los Angeles River and San Gabriel River watersheds. Additionally, Chris was a primary author on the stakeholder technical reports for the LA River Bacteria TMDL that provided the foundation for the Load Reduction Strategy (LRS) Approach. Chris has managed monitoring efforts to collect LRS type data in Segments B and D of the mainstem of the LA River as well as for the Arroyo Seco and is currently managing efforts for similar monitoring in Rio Hondo Reach 1. Chris has supported municipalities on the negotiations and implementation of TMDLs, including

Attachment A: Biographies of Key Personnel

focusing on preparing technical and regulatory analyses to effectively address compliance issues during TMDL reopeners. Examples in support of bacteria TMDL reopeners include the development and evaluation of regulatory options and alternative methods for demonstrating compliance. Chris managed the development and is currently managing the implementation of site-specific copper and lead water quality objectives (SSOs) for the Los Angeles River. Chris has been responsible for field studies related to bacteria source identification, copper Water Effect Ratios, toxicity investigations, and studies pesticides and nutrients.

Tiffany Lin, CDM Smith (Snapshot Events) - Dr. Lin brings her experience with stormwater projects, hydraulic and hydrologic modeling, and generation and analysis of water quality data to this project. She is well versed in field and laboratory work and designing sampling and experimental plans, particularly regarding arsenic and bacteria contamination. She has hands on experience in implementing long-term water monitoring in agricultural regions of Bangladesh. Additionally, Dr. Lin has extensive leadership and mentoring experience through assistant teaching at UCLA, community outreach with K-12 children. She currently serving as the project engineer on a number of water quality projects, including: Oxford Retention Basin Enhancement Project Pre-Construction Monitoring; Los Angeles County Parking Lot 7 Baseline Water Quality Monitoring; Los Angeles World Airports Stormwater Support Services, and Watershed-Wide Compliance Monitoring in the Middle Santa Ana River watershed.

Dustin Bambic, Paradigm (Outfall Assessment, LRS Strategy and Report) – Mr. Bambic has extensive experience in watershed hydrology, pollutant fate and transport, and identification of pollutant sources. His understanding of both the science and policy of Clean Water Act issues has enabled him to lead some of the most challenging water quality projects in the U.S. He has been leading water quality projects in the world’s most engineered watershed – the Los Angeles River – for over a decade. Dustin’s approach to water quality projects always starts with the applicable Permit, and he has been involved with negotiations of major stormwater permits on the West and East Coast. He also has specialized expertise related to the bacteria contamination that causes beach closures across the U.S., and has led numerous cutting-edge studies (including microbial source tracking and quantitative microbial risk assessment) to support plans to reduce bacteria levels in stormwater.

Steve Carter, Paradigm (Outfall Assessment, LRS Strategy and Report) – Mr. Carter has supported numerous federal, state, and municipal clients in the areas of regulatory support, modeling, emerging stormwater engineering practices, and watershed and infrastructure planning. He has developed innovative approaches to TMDL development and implementation, including project management of advanced modeling systems to identify cost-effective BMPs to reduce stormwater and CSO impacts. Prior to forming Paradigm, Steve led a team of modelers in developing the Watershed Management Modeling System (WMMS), a publicly available BMP optimization system built for the watersheds of Los Angeles County. He has managed a wide spectrum of projects, from water quality improvement planning to city-wide infrastructure management, and is committed to developing tailored approaches to match the unique vision and goals of each client’s program.



Attachment A: Biographies of Key Personnel

Don Schroeder, CDM Smith (Structural Controls) - Mr. Schroeder has over 40 years of professional experience in the fields of civil and environmental engineering. He has been responsible for projects involving water resources and stormwater system planning and permitting, water supply, wastewater collection and treatment, water reclamation, solid waste, hazardous waste remediation, and industrial wastewater treatment. He has specialized in surface and groundwater resources, and stormwater planning and development programs. He has developed numerous stormwater BMP structural control concept reports to support TMDL implementation activities, especially for the City of Los Angeles.

Arthur Goh, CDM Smith (Structural Controls) - Mr. Goh is a civil/environmental engineer with over 9 years of experience in recycled water, drinking water, stormwater, and wastewater planning and design projects. His experience focuses on potable reuse, advanced water purification treatment and conveyance systems, environmental/lake rehabilitation, low-impact development and green infrastructure, sustainability management systems, and stormwater management. He is also a LEED® (Leadership in Energy and Environmental Design) accredited professional and has consulted on a variety of projects pursuing LEED® certification from the U.S. Green Building Council.

Weck Laboratories, Inc. (Laboratory Services) - Weck Laboratories, Inc. was established in 1964 in the City of Industry, California, as a Consulting Firm and Contract Laboratory dedicated to solving industrial problems, including production, operations and environmental aspects. Through the years, the firm has grown significantly in facility, personnel and equipment, becoming a full service analytical laboratory dedicated predominately to environmental testing. In the environmental field, the services directly available are analysis of drinking water, wastewater, hazardous waste, groundwater and soil, sampling services and consultation with chemists and environmental professionals. Weck Laboratories holds nationwide accreditation under the NELAC program in California and other states and it is also accredited by the USEPA and other agencies.



Attachment B: Project Cost Estimate (Note that cost for Task 5 represents five priority outfalls; unit cost is \$19,610)

Task	CDM Smith		Paradigm Environmental		Larry Walker Associates		Weck Lab/ Courier Services	Total All Team (except Weck/Couriers)		Grand Total
	Hours	Labor	Hours	Labor	Hours	Labor		Hours	Labor	
Task 1 - Non-Stormwater Snapshot Monitoring/Screening	869	\$ 122,110	28	\$ 5,180	630	88,290	\$ 38,400	1,527	\$ 215,580	\$ 253,980
Task 1.1 - Project Kick-Off Meeting	15	\$ 2,570	4	\$ 740	0	\$ -	\$ -	19	\$ 3,310	\$ 3,310
Task 1.2 - Pre-Snapshot Event Activity	12	\$ 1,860	12	\$ 2,220	90	\$ 14,400	\$ -	114	\$ 18,480	\$ 18,480
Task 1.3 - Snapshot Event Sampling	556	\$ 75,940	0	\$ -	540	\$ 73,890	\$ 38,400	1,096	\$ 149,830	\$ 188,230
Task 1.4 - Snapshot Event Summary TMs	286	\$ 41,740	12	\$ 2,220	0	\$ -	\$ -	298	\$ 43,960	\$ 43,960
Task 2 - Outfall Drainage Area Assessment	10	\$ 2,030	216	\$ 31,600	0	\$ -	\$ -	226	\$ 33,630	\$ 33,630
Task 3 - Load Reduction Strategy Development	28	\$ 5,780	514	\$ 79,450	0	\$ -	\$ -	542	\$ 85,230	\$ 85,230
3.1 - Calculation of Final Wasteload Allocation	18	\$ 3,830	96	\$ 14,040	0	\$ -	\$ -	114	\$ 17,870	\$ 17,870
3.2 - Conduct Monte Carlo Modeling	10	\$ 2,030	274	\$ 42,690	0	\$ -	\$ -	284	\$ 44,720	\$ 44,720
3.3 - Identification of Priority and Outlier Outfalls	8	\$ 1,800	96	\$ 14,960	0	\$ -	\$ -	104	\$ 16,760	\$ 16,760
3.4 - Potential Implementation Actions for Priority/Outlier Outfalls	0	\$ -	48	\$ 7,760	0	\$ -	\$ -	48	\$ 7,760	\$ 7,760
Task 4 - Develop LRS Report	18	\$ 3,830	192	\$ 30,180	0	\$ -	\$ -	210	\$ 34,010	\$ 34,010
Task 5 - BMP Structural Controls & Concept Designs (Total cost estimate is for 5 outfalls; Unit Cost = \$19,610)	408	\$ 59,050	280	\$ 39,000	0	\$ -	\$ -	688	\$ 98,050	\$ 98,050
5.1 - Recommendations for BMP Structural Controls for Priority Outfalls	200	\$ 29,200	280	\$ 39,000	0	\$ -	\$ -	480	\$ 68,200	\$ 68,200
5.2 - Project Concept Design Fact Sheets	208	\$ 29,850	0	\$ -	0	\$ -	\$ -	208	\$ 29,850	\$ 29,850
Totals	1,333	\$192,800	1,230	\$185,410	630	\$88,290	\$38,400	3,193	\$466,500	\$504,900

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Attachment C: Project Labor Hours by Labor Classification

Category	CDM Smith					Sum	Paradigm					LUMA					Total Hours
	Senior Project Engineer	Senior Project Engineer	Senior Project Engineer	Staff Scientist	Admin Support		Senior Project Engineer	Senior Project Engineer	Senior Project Engineer	Staff Scientist	Admin Support	Senior Project Engineer	Senior Project Engineer	Senior Project Engineer	Staff Scientist	Admin Support	
Task Description	2215	1515	1515	1515	1515	1515	1515	1515	1515	1515	1515	1515	1515	1515	1515	1515	
Meeting Preparation/Summary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Meeting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LUMA (8 hr/event = 48)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Event 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Event 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Event 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Event 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Event 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Event 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 5 - 1 - Recommendations for BMEs for Priority Outfalls	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
Task 5 - 2 - Project Concept Design Fact Sheets	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
Final	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
Task 5 - 1 - Recommendations for BMEs for Priority Outfalls	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task 5 - 2 - Project Concept Design Fact Sheets	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
Final	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
Task 5 - 1 - Recommendations for BMEs for Priority Outfalls	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
Task 5 - 2 - Project Concept Design Fact Sheets	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
Final	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	

Attachment D Response to LACDPW Comments received 5/26/2015

LACDPW Comment	CDM Smith Response
<p>1. The City of South El Monte has expressed an interest in joining the group. They are expected to only have a couple of flowing outfalls. What would the additional cost be to include their outfalls in this proposal?</p>	<p>The assumed number of outfalls was increased by 2 to 80 total for additional \$600 laboratory cost. Labor costs were adjusted as follows:</p> <ul style="list-style-type: none"> • Task 1 labor increased by 24 hours • Task 2 labor increased by 12 hours • Task 3 labor increased by 14 hours • Task 5 labor increased by 8 hours • Total Hours increased by 58 hours <p>The increase in labor costs is \$7,970. Total cost increase is \$8,570 for inclusion of the City of South El Monte</p>
<p>2. Unfortunately, we cannot accept Other Direct Charges for travel in the proposal. Those costs need to be addressed as part of overhead.</p>	<p>Other Direct Costs were removed</p>
<p>3. The description for Task 1.2 relates to the logistics of scheduling the monitoring which is being performed by LWA and CDM personnel. However, Paradigm has 32 hours included in this item. Please adjust or clarify.</p>	<p>Paradigm will provide technical support and input to Task 1.2 for preparation for monitoring events and be on-call as issues arise during the events. Paradigm will also provide input to Task 1.4 establishing the data summary reports and data analysis templates, provide a review of information and feedback as follow-up to monitoring events, and review and comment on draft data summary deliverables.</p> <p>Paradigm's hours were adjusted as follows:</p> <ul style="list-style-type: none"> • Task 1.2 Reduced from 32 to 12 hours (2 per event) • Task 1.4 Added 12 hours (2 per event)

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, P.E., Public Works Director 
Francois C. Brard, Facilities Maintenance Supervisor

SUBJECT: **Notice of Completion for South Pasadena Library Exterior
Painting Project and Authorization to Release Retention
Payment**

Recommendation

It is recommended that the City Council:

1. Accept the project improvements as complete and authorize the issuance of a Notice of Completion for the project; and
2. Authorize payment of the retention to Hands on Painting, Inc., in the amount of \$1,701.75

Fiscal Impact

The project was funded from General Fund Account 101-9000-9319. The original contract amount for this project was \$34,035. There were no change orders for this project.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On June 17, 2015, the City Council authorized the award of a contract in the amount of \$34,035 to Hands on Painting Inc., for the FY 2014-15 Capital Improvement Project: Library Exterior Painting Project. The project consisted of pressure washing and preparing all exterior surfaces; for the application of paint and sealant on all exterior walls, windows, doors, trim and wrought iron. This project also consisted of sealing masonry surfaces, for maintenance and protection. Only Commercial Grade materials were utilized.

Analysis

The work was completed within budget and on schedule. The project was managed and inspected in-house.

NOC for FY 2014-15 Library Exterior Painting Project
September 16, 2015
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*.

Attachment: Notice of Completion

RECORDING REQUESTED BY

CITY OF SOUTH PASADENA

AND WHEN RECORDED MAIL TO:

Name	City of South Pasadena
Address	1414 Mission Street South Pasadena, CA 91030 ATTN: CITY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Completion

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of South Pasadena
3. The full address of the undersigned is 1414 Mission St., South Pasadena, CA 91030
4. The nature of the title of the undersigned is: In fee
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee".)
5. The full names and full addresses of all persons, if any, who hold title with the undersigned are:

Names	Addresses
N/A	N/A
6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names	Addresses
N/A	N/A

(If no transfer made, insert "none".)
7. A work of improvement on the property hereinafter described was completed on: 10/2/03
8. The name of the contractor, if any, for such work of improvement was: Hands on Painting, Inc.
9. The property on which said work of improvement was completed is in the City of South Pasadena County of Los Angeles, State of California, and is described as follows:
South Pasadena Library Exterior Painting Project
10. The street address of said property is: 1100 Oxley Street, South Pasadena, Ca 91030
(If no street address has been officially assigned, insert "none".)

Dated: 8/27/2015

Signature of owner named in paragraph 2 _____

By City of South Pasadena

(Also sign verification below at X)

STATE OF CALIFORNIA,)
) SS
COUNTY OF LOS ANGELES)

Paul Toor, being duly sworn, says: that he is the Director of Public Works of the City of South Pasadena, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts therein stated are true; and that he certifies (or declares) under penalty of perjury that the foregoing is true and correct.

Signature of corporate officer named above X _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

SUBSCRIBING WITNESS
 GUARDIAN CONSERVATOR
 OTHER: _____

On 8/27/2015 before me, _____
DATE NAME AND TITLE OF OFFICER

personally appeared Paul Toor
NAME(S) OF SIGNER(S)

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument. Witness my hand and official seal.

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE _____
- OFFICER(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: Title or Type of Document _____ Notice of Completion _____
Number of Pages 3 Date of Document 8/27/2015
Signer(s) Other Than Named Above _____ None

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

8/27/2015 _____
Date Signature

South Pasadena, CA
Place of Execution

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, P.E., Public Works Director 
Francois C. Brard, Facilities Maintenance Supervisor 

SUBJECT: **Notice of Completion for Eddie House Electrical Wiring Project
and Authorization to Release Retention Payment**

Recommendation

It is recommended that the City Council:

1. Accept the project improvements as complete and authorize the issuance of a Notice of Completion for the project; and
2. Authorize payment of the retention to Graphic Electric, Inc., in the amount of \$1,690.50

Fiscal Impact

The original contract amount for this project was \$33,810. There were no change orders for this project.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On May 20, 2015, the City Council authorized the award of a contract in the amount of \$33,810 to Graphic Electric Inc., for the FY 2014-15 Capital Improvement Project: Eddie House Electrical Wiring Project. The project consisted of removing approximately 5,000 Linear feet of "knob and tube" wiring and replacing it with commercial grade wire in conduit. In addition to new wiring, approximately 60 receptacles, 20 junction boxes, 30 light-sockets, 40 light switches, and 40 light fixtures were installed.

Analysis

The work was completed under budget and on schedule. The project was managed and inspected in-house.

Legal Review

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

NOC for FY 2014-15 Eddie House Electrical Wiring Project
September 16, 2015
Page 2 of 2

Public Notification of Agenda Item

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

Attachment: Notice of Completion

RECORDING REQUESTED BY
CITY OF SOUTH PASADENA

AND WHEN RECORDED MAIL TO:

Name City of South Pasadena
Address 1414 Mission Street
South Pasadena, CA 91030
ATTN: CITY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Completion

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.

2. The full name of the undersigned is City of South Pasadena

3. The full address of the undersigned is 1414 Mission St., South Pasadena, CA 91030

4. The nature of the title of the undersigned is: In fee

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee".)

5. The full names and full addresses of all persons, if any, who hold title with the undersigned, are:

Names	Addresses
N/A	N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names	Addresses
N/A	N/A

(If no transfer made, insert "none".)

7. A work of improvement on the property hereinafter described was completed on: 8/27/2015

8. The name of the contractor, if any, for such work of improvement was: Graphic Electric Inc.

9. The property on which said work of improvement was completed is in the City of South Pasadena County of Los Angeles, State of California, and is described as follows:

Electrical wire replacement

10. The street address of said property is: 2017 Edgewood Drive, South Pasadena, California 91030

(If no street address has been officially assigned, insert "none".)

Dated: 8/28/2015

Signature of
Owner named
in paragraph 2

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By City of South Pasadena

(Also sign verification below at X)

STATE OF CALIFORNIA,)
) SS
COUNTY OF LOS ANGELES)

Paul Toor, being duly sworn, says: that he is the Director of Public Works of the City of South Pasadena, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts therein stated are true; and that he certifies (or declares) under penalty of perjury that the foregoing is true and correct.

Signature of
Corporate officer
Named above X _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

SUBSCRIBING WITNESS
 GUARDIAN CONSERVATOR
 OTHER: _____

On _____ before me, _____
DATE NAME AND TITLE OF OFFICER

Personally appeared _____
NAME(S) OF SIGNER(S)

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument. Witness my hand and official seal.

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE _____
- OFFICER(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: Title or Type of Document _____ Notice of Completion _____
Number of Pages 3 Date of Document 8/27/2015
Signer(s) Other Than Named Above _____ None _____

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

8/28/2015 _____
Date Signature

South Pasadena, CA
Place of Execution

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, Public Works Director 

SUBJECT: **Award of Contract to Great Match Consulting for Supplemental Staffing on an As-Needed Basis**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated August 26, 2015, from Great Match Consulting to supplement staff temporarily on an as-needed basis;
2. Reject all other proposals received; and
3. Authorized the City Manager to execute an agreement with Great Match Consulting for a not-to-exceed amount of \$40,000.

Fiscal Impact

There are sufficient funds available in the Public Works operations budget for Fiscal Year 2015-16 to cover the cost of these services.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The Public Works Department has initiated an aggressive maintenance program of its streets, storm drains, sewers, sidewalks, as well as the upkeep of its urban forestry. The Public Works Operation Divisions have limited staffing to address the day to day work even though the ongoing department practice with all the divisions is to cross train employees so they can fill in the gaps when necessary. There are times when supplemental staffing is needed, and from time to time, staff is faced with additional work that cannot be completed in a timely fashion with the current workforce.

In addition, it is essential to have a standby work force available to assist City staff in the event of heavy winds, rainfall, or for urgent repairs that may be necessary. By having the ability to call upon supplemental staffing on an as-needed basis, a valuable tool will be at the disposal of the Public Works Department's staff.

The City will only pay the hourly rate for any temporary worker hired, and Great Match Consulting will be responsible for all payroll taxes, workers' compensation insurance, along with all required deductions as required by law as well as employee benefits. Records of all these deductions and benefits will be maintained by Great Match Consulting.

Analysis

Staff contacted three (3) agencies that specialize in providing individuals who possess the desired skills required to assist the Public Works Department. The following firms responded to the request for proposals:

COMPANY	HOURLY RATE
-Great Match Consulting, South Pasadena, CA	\$20.58
-Labor Ready, Los Angeles, CA	\$26.75
-TS Staffing, Los Angeles, CA	\$21.70

After thoroughly reviewing the proposals, staff recommends entering into an agreement with Great Match Consulting based on their favorable hourly rate along with the fact that they have a proven track record with the City. Great Match Consulting will be responsible for all payroll related matters including all deductions as required by law. They will also handle all workers' compensation requirements, and will provide liability insurance naming the City as additionally insured on its insurance policy as set forth in the agreement attached herewith.

Their past performance in recruiting, screening, reference checking, and testing personnel have proven effective at providing our staff with individuals capable of undertaking and successfully completing the tasks required.

Additionally, with offices located within the City of South Pasadena, we can be assured of quick response time to any requests that might arise.

Legal Review

The City Attorney has reviewed the agreement, which incorporates the latest professional services agreement template prepared by the City Attorney's Office.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion of 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

AGREEMENT
FOR SERVICES

THIS AGREEMENT ("Agreement") is made as of this 16th day of September, 2015 by and between the CITY OF SOUTH PASADENA ("City") and GREAT MATCH CONSULTING ("Consultant").

1. CONSULTANT'S SERVICES. Consultant agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit "A" (the "Services").
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph "38" of this Agreement and shall end on September 16, 2018 or when the work is satisfactorily completed, whichever occurs first, unless extended by a supplemental agreement. The executed agreement will be for a period of one year, and the City Manager may extend this agreement at his discretion for two (2) extensions of one (1) year each under the same terms and conditions.
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 schedule included in the scope of services.
4. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B". The fees for services shall not exceed the authorized amount of \$40,000 unless the CITY has given specific advance approval in writing.
5. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph "8" 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.
6. DESIGNATED REPRESENTATIVE. Consultant hereby designates Georginna Ramos as the Consultant Representative, and said Representative shall be responsible

for job performance, negotiations, contractual matters, and coordination with the City. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.

7. **HOLD HARMLESS; INDEMNIFICATION.** Consultant hereby agrees to protect, indemnify and hold City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligent acts, recklessness or willful misconduct of Consultant in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of the City for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.
8. **INSURANCE.** Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "C" 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's City Attorney.
9. **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.
10. **INDEPENDENT CONTRACTOR STATUS.** City and Consultant agree that Consultant, in performing the Services herein specified, shall act as an independent Contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for other entities while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties, therefore, which may become due as a result of services performed hereunder.
11. **ASSIGNMENT.** This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City is prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.

12. STANDARD. 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. Consultant shall re-perform any of said services, which are not in conformity with standards as determined by the City.
13. 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.
14. RECORDS AND INSPECTIONS. 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.
15. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. All reports, documents, all analysis, computations, plans, correspondence, data, information, computer media, including disks or other written material developed and/or gathered by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such Material shall not be the subject of a copyright application by Consultant. Any re-use by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such use. Such work product shall be transmitted to City within ten (10) days after a written request therefore. Consultant may retain copies of such products.
16. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

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

Contractor: Ms. Georginna Ramos
1510 Oxley Street #G
SOTH Pasadena, CA. 91030

If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

17. 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.
18. 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. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
19. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the Services provided hereunder.
20. 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 of South Pasadena.
21. PERS ELIGIBILITY INDEMNITY. 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 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.

22. TRAVEL/EXPENSES. Any reimbursement expenses must be pre-authorized and shall be based upon the approved rates of L.A. County Auditor-Controller.

23. CONFLICT OF INTEREST. Consultant agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflict of interest.
24. 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.
25. 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.
26. NON-DISCRIMINATION. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and 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.
27. AUDIT OR EXAMINATION. Consultant shall keep all records of funds received from City and make them accessible for audit or examination for a period of three years after final payments are issued.
28. MODIFICATION OF AGREEMENT. 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.
29. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
30. 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.

31. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty (30) days written notice.
32. EFFECT OF TERMINATION. Upon termination as stated in Paragraph "31" of this Agreement, City shall be liable to Consultant only for work performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
33. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.
34. LITIGATION FEES. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid and/or incurred in good faith. "Prevailing Party" shall mean the party that obtains a favorable and final judgment or order from a court of law described in paragraph "33." This paragraph shall not apply and litigation fees shall not be awarded based on an order or otherwise final judgment that results from the parties' mutual settlement, arbitration, or mediation of the dispute.
35. SEVERABILITY. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.
36. 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.
37. INTEGRATED AGREEMENT. This Agreement, together with Exhibits "A," "B" and "C" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

38. EFFECTIVE DATE. The effective date of this Agreement is the date the Notice to Proceed is received by Consultant, and shall remain in full force and effect until amended or terminated.

Dated: _____

“CITY”

By: _____
Sergio Gonzalez, City Manager

Dated: _____

“CONSULTANT”

By: _____
Georginna Ramos

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT "A"
SCOPE OF SERVICES

The work included as part of this agreement shall be for additional as-needed and interim work, in order to assist City crews when additional staffing is required. The work shall consist of manual labor, and no special skills requiring licenses and/or certificates will be necessary. The temporary as-needed workers will only be called upon in emergency conditions and/or to supplement maintenance staff for timely completion of maintenance related projects. Under no circumstances shall any worker be assigned by Contractor to provide continuous service within a six month or greater period, work more than 125 days within a calendar year, nor provide more than 900 hours of services on an annual basis.

The description of work for these as-needed workers shall include but not be limited to the following tasks: Assist City crews with storm drain cleaning, sidewalk repairs, removal of trash, and removal of tree trimmings from City streets."

GREAT MATCH CONSULTING

“A Placement Firm”

Business Proposal
Prepared Exclusively
for

John Wolitarsky Eddie Munoz

With

City Of South Pasadena

Presented by

Great Match Consulting
1510 Oxley Street # G
South Pasadena, CA 91030
Office No. (626)283-2244

City Of South Pasadena and GMC previously enjoyed a strong business relationship whereby GMC had the privilege to provide similar staffing needs. We welcome the opportunity to once again serve your staffing needs and are excited and privileged to act as an extension of your firm, keeping your interests first and foremost in our minds. As in the past, we will do everything in our power to thoroughly recruit temporary and direct hires; conduct specialty recruiting and executive searches; and screen, reference check and test quality personnel. We hope to be able to yet again provide these services to your firm.

Listed below are the terms and agreement between City Of South Pasadena and Great Match Consulting. Please authorize and return via e-mail at ramos_georgianna@yahoo.com gr@greatmatchconsulting.com

Our direct hire fee for City Of South Pasadena is 15%. The fee is based on the employee's first year estimated gross earning. Our warranty is for the inability of a hired candidate to perform the responsibilities of the position for which the candidate is hired as provided. The warranty consists of providing potential replacement candidates only termination due to a change in company workload, merger, acquisition, change in company management structure, or failure to honor employment or compensation agreements is not covered by this warranty. This limited warranty is offered once for identical positions only and replacement credits will be carried forward up to three months. If a candidate is terminated for inability to perform the job for which he or she was hired within three months of the start date, and if the client provides notice in writing to GMC within 30 days of the separation of employment, GMC guarantees to provide a minimum of two additional candidates for selection, based upon the original specifications for the position.

- Great Match Consulting standard terms are 29 days net. If payment is not received within the standard terms, the guarantee is void.

Great Match Consulting agrees to not actively recruit any City Of South Pasadena employee for a period of two (2) years which shall begin on the date the last candidate placed by Great Match Consulting commences work for City Of South Pasadena. Great Match Consulting also agrees to never actively recruit any personnel placed by Great Match Consulting. If a candidate calls Great Match Consulting directly looking to seek new employment or posts their resume publicly on the internet (i.e. Monster, CareerBuilder, HotJobs, or any other public job-related website) Great Match Consulting has the right to represent the candidate for other opportunities.

We appreciate your business and look forward to building a lasting and mutually profitable partnership.

Sincerely,

Georgianna Ramos

Your signature indicates that you have read and agreed to the above mentioned terms and conditions.

City Of South Pasadena
Authorizing Signature

Date

Agreed

Date

EXHIBIT "B"

SCHEDULE OF COMPENSATION

- I. **AMOUNT OF COMPENSATION.** For performing and completing all services pursuant to Exhibit "A" Scope of Services, is for a total amount not to exceed \$40,000.
- II. **BILLING.** At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, Contractor shall submit an invoice 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) Purchase order number;
 - 2) Project name/description;
 - 3) Name and hours worked by each person who performed services during the billing period;
 - 4) The title/classification under which they were billed;
 - 5) The hourly rate of pay;
 - 6) Actual out-of-pocket expenses incurred in the performance of services; and,
 - 7) Other such information as the City may reasonably require.
- III. **METHOD OF PAYMENT.** Payment to Contractor for the compensation specified in Section I, above, shall be made after the City Manager or designee determines that the billing submitted pursuant to Section II, above, accurately reflects work satisfactorily performed. City shall pay Contractor within thirty (30) days therefrom.

EXCLUSIVE RATES & TERMS FOR:
City Of South Pasadena

Position

Mark Up

Labor Workers

Pay Rate \$14.00

Bill Rate \$20.58

The terms of this agreement will be effective upon signature of this agreement. If the State of California should approve of any additional increases to minimum wage and / or Worker's Compensation Insurance, the bill rate will also be modified accordingly.

Should Great Match Consulting provide a large volume of temporary employees and City Of South Pasadena decides to discontinue the business relationship; City Of South Pasadena will notify Great Match Consulting within 30 days, in writing, in order to avoid any financial burden.

ADDITIONAL BENEFITS OF UTILIZING GREAT MATCH CONSULTING

- Wake up calls to all new employees, to ensure employees are ready to work.
- Check in calls, to verify new employees have arrived in a timely manner
- Follow up calls, to ensure our clients are satisfied with employees sent.
- Personal Cellular phone numbers available, so that our clients may contact their representatives before or after office hours.
- Handle injuries and Worker's Compensation claims.
- Handle Unemployment Insurance and claims.
- Handle Payroll, federal and state taxes.
- Issue W-2 Forms.
- Handle garnishment of wages.
- Handle administrative tasks performed by employer.
- Employee paychecks, accurately, and in a timely manner.
- Special project recruitment and job fairs.
- Safety Belts, Safety Glasses and Gloves can be provided

EXHIBIT "C"

The Consultant shall maintain throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory.

Professional Liability Insurance	\$1,000,000/\$2,000,000
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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
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The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any

premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City 's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Paul Toor, P.E., Public Works Director 
Shin Furukawa, P.E., Deputy Public Works Director 
SUBJECT: **Award of Contract to John L. Hunter and Associates, Inc. for
Fiscal Year 2015-16 Environmental Compliance and NPDES
Services**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated August 21, 2015, from John L. Hunter and Associates, Inc. for Fiscal Year 2015-16 Environmental Compliance and National Pollutant Discharge Elimination System (NPDES) Services;
2. Authorize the City Manager to execute an agreement with John L. Hunter and Associates, Inc. for a not-to-exceed amount of \$44,980;
3. Based upon satisfactory performance, authorize the City Manager to renew the agreement with John L. Hunter and Associates for up to two additional one-year terms; and
4. Reject all other proposals received.

Fiscal Impact

There are sufficient funds budgeted in Public Works operations accounts 101-2015-8170 and 210-6501-8170 to fund these services.

Commission Review and Recommendation

This item was not reviewed by any Commissions.

Background

All municipal agencies in Los Angeles County (except the City of Long Beach) are required to comply with the runoff discharge requirements of Final Order No. R4-2012-0175 – Waste Discharge Requirements for Municipal Separate Storm Water System (MS4) Permit for Los Angeles County, which is the current National Pollutant Discharge Elimination System (NPDES) permit for Los Angeles County that became effective on December 28, 2012.

The environmental compliance services to be provided under the proposed agreement include

technical services, guidance, legal compliance and inspections in areas where there is a lack of in-house resources and/or expertise. More specifically, the services to be provided can be grouped into the following categories:

1. National Pollutant Discharge Elimination System (NPDES) Consulting Services: Preparation of annual compliance report, inspections, plan reviews, public outreach campaigns, industrial inspections, attendance at various environmental and regional organizations and committees, inspections of all food service establishments, enforcement of Fats, Oils and Grease (FOG) regulations, outreach and education, and recordkeeping and general NPDES consulting services.
2. FOG Inspection Services: Annual field inspections, education and enforcement of restaurants and other food service establishments for compliance with grease discharge best practices and regulations.

Analysis

A request for proposals (RFP) was issued on July 9, 2015. Proposals were received from two firms:

- John L. Hunter and Associates, Inc., Buena Park
- CASC Engineering and Consulting, Burbank

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, staff determined John L. Hunter and Associates, Inc. to be the most qualified consultant for these services. John L. Hunter and Associates, Inc. have been providing these services to the City since 2007. Their technical experience has proven to be excellent, their pricing has been fair, and their responsiveness has been satisfactory to the needs of the Public Works Department. The firm provides similar services for the cities of Signal Hill, Rancho Palos Verdes, South Gate as well as many others. John Hunter, Principal of the firm, currently serves as the Chair for the LA River Watershed Management Committee and serves on several environmental committees including the LA County Stormwater Executive Advisory Committee. He is also a member of the LA Permit Group. John L. Hunter and Associates, Inc. is a reputable firm for environmental services that has established a positive working relationship with the Regional Water Quality Control Board.

Note that the fee is a not-to-exceed figure. Services are provided on an as-needed basis and

Award of FY15-16 NPDES Services
September 16, 2015
Page 3 of 3

compensation will be paid upon actual services performed based on the hourly rate schedules. Additionally, this year some of the FOG inspection services will be conducted in-house as the City has hired a full-time public works inspector.

Staff is recommending award of a one year contract, with the option of the City Manager to renew the agreement for up to two additional one-year terms under the same terms and conditions, based on satisfactory performance.

Legal Review

The City Attorney has reviewed the agreement, which incorporates the latest professional services agreement template prepared by the City Attorney's Office. The City Attorney's Office has no concerns with this agreement.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion of 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 – John L. Hunter and Associates, Inc.

CITY OF SOUTH PASADENA
PROFESSIONAL SERVICES AGREEMENT
WITH
JOHN L. HUNTER AND ASSOCIATES, INC.

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of September, 2015 by and between the CITY OF SOUTH PASADENA, a municipal corporation (“City”) and JOHN L. HUNTER AND ASSOCIATES, INC. (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Environmental Compliance and NPDES services, 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 John L. Hunter, 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 for a not-to-exceed amount of \$44,980, pursuant to the Schedule of Fees incorporated herein.

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 \$44,980. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$35,984 (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

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 ____, 2015 ("Effective Date") and shall remain in effect until June 30, 2016, unless earlier terminated as provided in Section 4.2 herein. Based upon satisfactory performance, the City Manager may subsequently extend the contract for up to two one-year terms, under the same terms and conditions.

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 John L. Hunter 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:

John L. Hunter
 John L. Hunter and Associates, Inc.
 6131 Orangethorpe Ave., Suite 300
 Buena Park, CA 90620

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: _____

John L. Hunter and Associates, Inc.

By: _____
John L. Hunter, President

Federal ID No. _____

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Table 4: Summary of Tasks

Task	Deliverable	Completion Date
Task 1 - NPDES Consulting Services		
Attendance to represent the City and report back on the activities and actions of various regional and sub-regional stormwater related committees and agencies. Provide a list of the meetings that will be attended.	Meeting attendance by Project Manager will include: - LA Permit Group Meetings - EWMP/TMDL Group Meetings - Regional Board meetings	Reports on meetings will be provided at the end of each month.
Meetings with City staff, attendance at City Council or other City Commission meetings as needed.	Project Managers will be available to the City on-call.	Project Managers will be available to the City on-call.
Preparation and submission of NPDES annual report.	Prepare draft and final annual report. Submit final report to the Regional Board.	Draft report to City by 11/15 each year, final submitted by 12/15.
Development and Planning: Review SWPPPs, SUSMPs, and LID plans as needed. Estimate 10 hours for review of 2 SWPPPs in the 1 to 5 acre size range, and 18 hours of SUSMP (post-construction) reviews for 2 mixed use (parking/offices) projects. LID Plan review must be based upon the post-construction LID provisions included in the MS4 permit, and upon the City's LID Ordinance. Provide the Qualified SWPPP Developer (QSD) number for the prime reviewer of SWPPPs.	Review SWPPPs, SUSMPs and LID Plans. QSD numbers for reviewing staff are listed in the resume sections—(both Project Managers and Project Engineer).	Two week turn-around or less for plan review services.
Training: Provide two annual NPDES training sessions, one for Public Works staff and one for Planning & Building staff. Training is to be conducted at the South Pasadena City Hall. Provide an example outline of past annual training that you have conducted at an equivalent sized city.	Training will be conducted by the Project Manager and Field Operations Manager. An example of recent training is attached.	Provided annually at a time suitable to City staff.
Outreach & Education: Preparation of press releases to be published in City newsletter and local newspaper, attendance at community events to promote environmentally responsible living, preparation and distribution of mailers to restaurants and businesses, preparation of posters, calendars or other promotional materials, presentation to classrooms, etc. Use the current MS4 Permit public outreach requirements. Provide samples of past outreach materials prepared.	JLHA will follow the minimum requirements of section VI.D.5 of the MS4 Permit, including the preparation of one article, attendance at one City event, the distribution of educational materials to the public and schools. To save costs and provide an area-wide uniform message, JLHA has recently adopted and revised educational materials developed by Orange County's Public Education program. Examples are attached.	Each subtask listed will be conducted once in each fiscal year for annual reporting purposes.
TMDL Compliance: <ul style="list-style-type: none"> Metals TMDL: The City is a participant in the Los Angeles River Reach 2 Metals TMDL Coordinated Implementation Plan. Include a description of how you intend to assist the city with the Implementation Plan. Bacteria TMDL: Describe anticipated tasks. Trash TMDL: A DGR study will be necessary to document compliance (provide a copy of previous DGR documentation submitted to the Regional Board for similar studies for equivalent sized 	Multi-jurisdictional monitoring and metals/bacteria TMDL efforts will be addressed through the Upper LA River EWMP group meetings. City compliance requirements are included in the EWMP. JLHA will keep the City apprised through regular updates of its jurisdictional TMDL compliance requirements under the EWMP as well as any multi-jurisdictional efforts. JLHA will conduct a Trash TMDL DGR study following the provisions	Updates on TMDL developments—through the EWMP meetings or otherwise—will be provided to the City monthly. The DGR field work will be conducted in the summer and the draft report will be

Task	Deliverable	Completion Date
<p>municipalities). The attached DGR study routes have already been approved by the Regional Board and have been followed for several years. Price shall be based on utilizing the same routes. Each area must have a cumulative 30 day study period in order to meet the Trash TMDL's requirements for a DGR study.</p> <ul style="list-style-type: none"> • Coordinated Monitoring Plan: Describe anticipated tasks. 	<p>of the TMDL, including following the routes provided in the RFP to cover 30 days and preparing and submitting a report to the Regional Board.</p>	<p>submitted for City review prior to November 15. The final report will be submitted to the Regional Board by December 15.</p>
<p>Industrial/commercial inspections: There are an estimated 65 FSEs within South Pasadena. This task shall involve conducting a representative number of FSE inspections (meeting the most current MS4 permit requirements) to meet the MS4 permit's anticipated 30 month inspection cycle. 40 NPDES inspections shall be estimated for this task. An additional cost for conducting 5 NPDES Inspections at non-food establishments (which represents approximately 25 percent of the total that will need to be inspected over the 30 month inspection cycle) shall also be included. The consultant will be responsible for updating the list of FSE and non-FSE inspection database to the criteria of the MS4 permit and a separate cost for this task should also be included. Provide inspector certifications and evidence of training from Cal-EPA, Los Angeles or adjoining counties or equivalent recognized agency.</p>	<p>JLHA's inspection staff will conduct the required number of industrial/commercial inspections under the supervision of the Field Operations Manager. The Field Operations Manager and Project Managers are also trained and available for field services as needed. Inspector certifications are attached.</p>	<p>The first round of inspections will be completed within the 2015/2016 fiscal year.</p>
<p>Minimum Control Measures: Deliverables due prior to EWMP approval (assume an approval date of 1/1/2016). Prior to EMWP approval, 1) Develop written BMPs for the activities listed in Table 18 of MS4 Permit, 2) Develop an Integrated Pest Management (IPM) Policy and associated training program, 3) Develop a Business Assistance Program (see MS4 Permit for program elements), 4) Develop a construction inspection training program consistent with the Qualified SWPPP Practitioner program and a construction plan review training program consistent with the Qualified SWPPP Developer program, 5) Develop Standard Operating Procedures for construction inspections, 6) Develop an Erosion and Sediment Control Plan (ESCP) Checklist, 7) Develop a Progressive Enforcement Policy, 8) Develop a Post-construction BMP maintenance inspection form, 9) Track municipal facilities, industrial/commercial facilities, state construction sites, and all new post-construction BMPs following MS4 Permit tracking requirements. At a minimum, all information should be recorded on a spreadsheet with geospatial functionality, 10) Inventory retrofit opportunities following MS4 Permit requirements. The results of the draft EWMP may be used as a guide.</p>	<p>Items 1 through 8 have either been completed or are near completion through JLHA's joint efforts with other local MS4 Permittees. This includes BMP fact sheets meeting Table 18 of the MS4 Permit, policies for integrated pest management and progressive enforcement, and new reporting forms. As such all ten items can be modified for the City quickly for a low total expense. To additionally lower the total expense, the municipal inventory—a task that requires minimal knowledge of the MS4 Permit—will be conducted by City staff.</p>	<p>Items 1 through 10 will be completed prior to 1/1/2016.</p>
<p>Activities to conduct after EWMP approval (estimate an approval date of 1/1/2016). After EMWP approval, 1) Have a Qualified SWPPP Practitioner inspect state permitted construction sites monthly (estimate for 1 site), 2) Conduct verification/maintenance inspections</p>	<p>JLHA will have a QSP inspect monthly any construction sites in the City with state NPDES permits. The inspection will include a report that addresses all required elements of section VI.D.8 of the MS4 Permit.</p>	<p>Construction inspections will be conducted monthly. LID BMP verification inspections will be</p>

Task	Deliverable	Completion Date
for all BMPs installed as part of a LID plan (estimate 2 BMPs for 2015-2016).	JLHA will also have engineering staff conduct verification and maintenance inspections for LID BMPs. If program costs may exceed estimated costs, City inspectors can conduct these activities through the training received by JLHA (as part of the scope of work.)	conducted prior to issuance of occupancy. LID BMP Maintenance inspections will be conducted prior to the start of the rainy season.
Task 2 – FOG Inspection Services		
Program administration and general support services: This task involves meeting with City Staff, responding to questions from and assisting FSEs.	Project Managers and Field Operations Manager will be available to the City on-call. This budget item can be used to assist in enforcement and plan review as well.	Project Managers and Field Operations Manager will be available to the City on-call.
Inspections: Training of and coordination with City Inspector. Train City inspector to conduct FOG inspections and to log and report findings.	JLHA's Field Operations Manager will be available to train the City's inspector for eight hours.	The Field Operations Manager will be available to the City upon request.
Outreach materials: Preparation and distribution of informational flyers, best management practices posters, training and maintenance logs, etc. to be provided to new FSEs (only). Consultant should base their estimate upon providing a minimum of 5 laminated FOG Posters, 5 FOG pamphlets, 5 FOG training and maintenance logs. Provide examples of similar FOG outreach materials you have previously prepared.	JLHA has previously developed all requested FOG outreach materials and will have them available for new and existing FOG Permittees. Examples are included as an attachment.	All materials will be available to the City immediately upon request.
Enforcement: Issuance of corrective notices to FSEs, follow-up inspections, instructions on proper use of pretreatment systems. Coordination with City Inspector and/or City Prosecutor. As-needed in investigations.	Upon initial training of the City inspector, enforcement will be initiated by City staff. However the Field Operations Manager and Project Manager will be available as- needed to oversee noncompliance issues.	The Field Operations Manager and Project Manager will be available to the City upon request.
Plan Reviews.	Upon training of City staff, reviews will be lead by City staff. However the Project Manager and engineers will be available as needed to assist in review.	Two week turn-around or less for plan review services.

6 Statement of Acceptance

JLHA accepts all terms and conditions outlined in the City's standard consultant services agreement, and can meet all insurance requirements made part of the agreement.

**JLHA Fee Proposal to the City of South Pasadena
for Environmental Compliance and NPDES Services, FY 2015-2016**

Program	Task	Task Name	Hours	Staff Hours	Staff Rate	Staff Cost	Task Cost	Program Cost
NPDES	1 a	Program administration and support	36	4	\$165	\$660	\$3,900	\$42,140
				24	\$135	\$3,240		
	1 b	Meetings with City	12	4	\$165	\$660	\$1,740	
				8	\$135	\$1,080		
	1 c	Annual Report	23	4	\$135	\$540	\$2,345	
				19	\$95	\$1,805		
	1 d	SWPPP review (2 estimate)	10	2	\$165	\$330	\$1,410	
				8	\$135	\$1,080		
	1 d	LID Plan (2 estimate)	18	4	\$165	\$660	\$2,550	
				14	\$135	\$1,890		
	1 e	Training (2 estimate)	12	6	\$135	\$810	\$1,500	
				6	\$115	\$690		
	1 f	Outreach and Education	15	1	\$135	\$135	\$1,465	
				14	\$95	\$1,330		
	1 g	TMDL compliance: Metals	10	2	\$165	\$330	\$1,410	
				8	\$135	\$1,080		
1 g	TMDL compliance: Bacteria	12	2	\$165	\$330	\$1,680		
			10	\$135	\$1,350			
1 g	TMDL compliance: Trash DGR study	167	4	\$165	\$660	\$14,135		
			24	\$135	\$3,240			
			24	\$115	\$2,760			
			115	\$95	\$0			
1 g	TMDL Compliance: CIMP	6	2	\$165	\$330	\$870		
			4	\$135	\$540			
1 h	Industrial/commercial inspections	45	45	\$125	\$5,625	\$5,625		
			0	\$250	\$0			
1 h	Update inspection list	3	1	\$115	\$115	\$305		
			2	\$95	\$190			
1 i	EWMP Deliverables	20	10	\$135	\$1,350	\$2,300		
			10	\$95	\$950			
1 j	EWMP approval tasks	7	6	\$135	\$810	\$905		
			1	\$95	\$95			
FOG	2 a	Program administration and support	12	4	\$135	\$540	\$1,460	\$2,840
				8	\$115	\$920		
	2 b	Inspector training	8	2	\$135	\$270	\$960	
				6	\$115	\$690		
	2 c	Outreach material	4	2	\$115	\$230	\$420	
				2	\$95	\$190		
2 d	Enforcement (assistance covered in 2.a)	0	0	\$115	\$0	\$0		
			0	\$95	\$0			
2 e	Plan Reviews (assistance covered in 2.a)	0	0	\$135	\$0	\$0		
Total Cost:							\$44,980	

Estimated costs based on time and materials and are not to exceed the total without City approval.

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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City of South Pasadena Agenda Report

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

Evelyn G. Zueimer, City Clerk
Gary E. Piu, City Treasurer

COUNCIL AGENDA: September 16, 2015

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: **Adoption of a Resolution Approving Final Tract Map No. 71554 for 820 Mission Street**

Recommendation

It is recommended that the City Council adopt the attached resolution (Attachment 1) approving Tract Map No. 71554 for 820 Mission Street, and authorize the recordation of the Final Map (Attachment 2) with the Los Angeles County Registrar-Recorder/County Clerk.

Fiscal Impact

There is no fiscal impact to the City.

Commission Review and Recommendation

This matter was reviewed by the Planning Commission (P.C.) at its meeting of May 31, 2012. The P.C. adopted P.C. Resolution No. 12-15 adopting a Mitigated Negative Declaration and approving applications for a Planned Development Permit, Parking Use Permit, Design Review, and Tentative Tract Map No. 71554 for Project No. 1457-PDP-PUP-DRX-TTM.

Background

This tract map is for the development of a mixed use project that includes 38 residential units and 3,585 square feet of office space by subdividing five (5) parcels of land into 38 residential condominiums and three (3) commercial condominiums located at 820 Mission Street.

The State of California Subdivision Map Act requires Tentative Tract Map approval by the appropriate jurisdiction's Planning Commission, subject to the Conditions of Approval established by such body. The P.C. approved the Tentative Tract Map, Project No. 1457-PDP-PUP-DRX-TTM, at its meeting of May 31, 2012. P.C. Resolution No. 12-15 contains the Conditions of Approval for the development that were established by the Planning and Building Department, the Public Works Department, and the Fire Department.

Resolution Approving Final Tract Map No. 71554
September 16, 2015
Page 2 of 2

Analysis

The Final Map has been checked and approved for accuracy and compliance with the Subdivision Map Act by the Los Angeles County Department of Public Works Land Development Division. The project has complied with all Conditions of Approval, and the City of South Pasadena has received a bond for the off-site improvements that will be made in the public right-of-way. The Final Map is ready to be recorded upon the City Council's acceptance.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Resolution Approving Final Tract Map No. 71554
2. Final Tract Map No. 71554 (reduced copy)
3. P.C. Resolution No. 12-15 Approving the Tentative Map for Project No. 1457-PDP-PUP-DRX-TTM

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING FINAL TRACT MAP NO. 71554
FOR 820 MISSION STREET**

WHEREAS, on May 31, 2012, Tentative Tract Map No. 71554 for the subject subdivision was approved by the City of South Pasadena Planning Commission; and

WHEREAS, this approval was subject to the Conditions of Approval set forth in Planning Commission Resolution No. 12-15, Project No. 1457-PDP-PUP-DRX-TTM; and

WHEREAS, the City Council hereby finds that Conditions set forth in Planning Commission Resolution No. 12-15 have been satisfied, or will be satisfied, as a condition of issuing Certificates of Occupancy; and

WHEREAS, the City Council hereby finds that the Map conforms to the requirements of the Subdivision Map Act by the Los Angeles County Department of Public Works Land Development Division and the Subdivision Ordinance of South Pasadena Municipal Code (SPMC) Section 36.500.070.

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

SECTION 1. The City Council hereby accepts and directs that Final Tract Map No. 71554 be released for recordation with the Los Angeles County Registrar-Recorder/County Clerk.

SECTION 2. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 16th day of September, 2015.

Robert S. Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
Final Parcel Map

2 LOTS
83,116 SQ. FT.

TRACT NO. 71554

SHEET 1 OF 3 SHEETS

IN THE CITY OF SOUTH PASADENA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOTS 9 THROUGH 11 OF BLOCK
C OF MAP OF THE WOTKYNS AND MARTIN SUBDIVISION, AS PER MAP
RECORDED IN BOOK 11 PAGE 75 OF MISCELLANEOUS RECORDS,
TOGETHER WITH LOT 5 AND A PORTION OF LOT 6 OF TRACT NO. 7791, AS
PER MAP RECORDED IN BOOK 88 PAGES 88 AND 89 OF MAPS, ALL IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

820 MISSION DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER)

BY: *Loren Adams*
Loren Adams
Vice President
(PRINT NAME) BY: _____
(PRINT NAME)

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION ON 09/09/2010, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MISSION STREET GROUP, LLC IN OCTOBER 2013. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE LOCATIONS INDICATED; THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS SET ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

CHRISTOPHER M. JONES,
P.L.S. No. 8193

DATE _____



A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Orange
ON June 23, 2015 BEFORE ME, Kimberly A. Benjamin, A NOTARY PUBLIC,
PERSONALLY APPEARED Loren Adams
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT THEY EXECUTED THE SAME IN THEIR/THEIR AUTHORIZED CAPACITIE(S),
AND THAT BY THEIR/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE *Kimberly A. Benjamin*
NAME PRINTED: Kimberly A. Benjamin
MY PRINCIPAL PLACE OF BUSINESS IN Orange COUNTY.
MY COMMISSION EXPIRES: sep 8, 2016
MY COMMISSION NUMBER: 1990022

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF N89°37'10"W OF
THE CENTERLINE OF MAGNOLIA DRIVE, AS SHOWN ON THE MAP OF TRACT NO. 7791,
RECORDED IN BOOK 88, PAGES 88 AND 89 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA BY
MOTION PASSED ON THE _____ DAY OF _____, APPROVED THE ATTACHED
MAP.

CITY CLERK OF THE CITY OF SOUTH PASADENA

DATE _____

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION
OF THE CITY OF SOUTH PASADENA TO WHICH THE LAND INCLUDED IN THE WITHIN
SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL
HAVE BEEN PAID IN FULL.

CITY TREASURER OF THE CITY OF SOUTH PASADENA

DATE _____

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 38 RESIDENTIAL
CONDOMINIUMS AND 3 COMMERCIAL CONDOMINIUMS, WHEREBY THE OWNERS OF
THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON
AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY
EASEMENT FOR THE UNITS.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS
SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF,
THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF SOUTH
PASADENA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE
BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT
65442(a)(1),(2), AND (3) HAVE BEEN COMPLIED WITH.

DATE _____ BY: _____
CITY ENGINEER

R.C.E. NO.: _____ EXPIRES: _____

COUNTY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL
PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE
TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY
CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY ENGINEER

BY: FABRIZIO G. PACHANO, DEPUTY
L.S. NO. 7274 DATE: _____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF
\$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER,
BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL
ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN
ON MAP OF TRACT NO. 71554 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA.

BY _____ DEPUTY DATE: _____

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN
FILED AND DEPOSITS HAVE BEEN MADE THAT ARE
REQUIRED UNDER THE PROVISIONS OF SECTIONS 65492
AND 65493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DEPUTY DATE: _____

TRACT NO. 71554

IN THE CITY OF SOUTH PASADENA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOTS 9 THROUGH 11 OF BLOCK
C OF MAP OF THE WOTKYNS AND MARTIN SUBDIVISION, AS PER MAP
RECORDED IN BOOK 11 PAGE 75 OF MISCELLANEOUS RECORDS,
TOGETHER WITH LOT 5 AND A PORTION OF LOT 6 OF TRACT NO. 7791, AS
PER MAP RECORDED IN BOOK 88 PAGES 88 AND 89 OF MAPS, ALL IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

FOR CONDOMINIUM PURPOSES

SIGNATURE OMISSIONS:

CITY NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, BENEFICIARY UNDER A
DEED OF TRUST RECORDED NOVEMBER 4, 2014 AS INSTRUMENT NO.
20141167035 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

BY: 
BY: Geoff Ramirez
ITS: Vice President

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, LTD., A CORPORATION,
EASEMENT HOLDER(S) FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES, RECORDED MARCH
28, 1940 IN BOOK 17358, PAGE 247 OF OFFICIAL RECORDS, RECORDS OF LOS
ANGELES COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436,
SUBSECTION (c)(3)(A)(i-vii) OF THE SUBDIVISION MAP ACT AS THEIR INTEREST IS SUCH
THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE
LOCAL AGENCY.

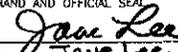
THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, LTD., A CORPORATION,
EASEMENT HOLDER(S) FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES, RECORDED OCTOBER
29, 1946 IN BOOK 23928, PAGE 433 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES
COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436,
SUBSECTION (c)(3)(A)(i-vii) OF THE SUBDIVISION MAP ACT; THEIR INTEREST IS SUCH THAT
IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE
LOCAL AGENCY.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES
ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH
THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR
VALIDITY OF THAT DOCUMENT.

THE SIGNATURE OF THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION,
EASEMENT HOLDER(S) FOR AERIAL AND UNDERGROUND TELEPHONE, TELEGRAPH,
COMMUNICATION STRUCTURES, AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 23, 1967
AS INSTRUMENT NO. 3294 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES
COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION
(c)(3)(A)(i-vii) OF THE SUBDIVISION MAP ACT; THEIR INTEREST IS SUCH THAT IT CANNOT
RIPEN INTO A FEE TITLE AS SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

STATE OF CALIFORNIA
COUNTY OF Orange
ON June 19, 2016 BEFORE ME, James Lee, A NOTARY PUBLIC,
PERSONALLY APPEARED Geoff Ramirez
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT ~~HE/SHE~~ THEY EXECUTED THE SAME IN ~~THEIR/HER~~ AUTHORIZED CAPACITY(IES),
AND THAT BY ~~THEIR~~ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL
SIGNATURE 
NAME PRINTED: James Lee
MY PRINCIPAL PLACE OF BUSINESS IN Orange COUNTY.
MY COMMISSION EXPIRES: 5/7/19
MY COMMISSION NUMBER: 2106260

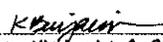
GROSVENOR FINANCIAL CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
BENEFICIARY UNDER A DEED OF TRUST RECORDED NOVEMBER 4, 2014 AS
INSTRUMENT NO. 20141167036 OF OFFICIAL RECORDS, RECORDS OF LOS
ANGELES COUNTY.

BY: 
BY: MARK DARLEY
ITS: Senior Vice President

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES
ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH
THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR
VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Orange
ON June 28, 2016 BEFORE ME, Kimberly A. Benjamin, A NOTARY PUBLIC,
PERSONALLY APPEARED Mark Darley
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT ~~HE/SHE~~ THEY EXECUTED THE SAME IN ~~THEIR/HER~~ AUTHORIZED CAPACITY(IES),
AND THAT BY ~~THEIR~~ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE 
NAME PRINTED: Kimberly A. Benjamin
MY PRINCIPAL PLACE OF BUSINESS IN Orange COUNTY.
MY COMMISSION EXPIRES: Sep 8, 2016
MY COMMISSION NUMBER: 1990622

ATTACHMENT 3
P.C. Resolution No. 12-15

P.C. RESOLUTION NO. 12-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING APPLICATIONS FOR A PLANNED DEVELOPMENT PERMIT, PARKING USE PERMIT, DESIGN REVIEW, AND TENTATIVE TRACT MAP NO. 71554 (PROJECT NO. 1457-PDP-PUP-DRX-TTM) TO DEVELOP A MIXED USE PROJECT AT 820 MISSION STREET IN THE MISSION STREET SPECIFIC PLAN.

WHEREAS, on March 15, 2011, Tom Zanic of New Urban West Inc. (Developer), submitted applications for a Planned Development Permit, Parking Use Permit, Design Review, Tentative Tract Map No. 71554, and related environmental assessment. The applications are in connection with a request to develop a mixed use project that includes 38 residential units and 3,585 square feet of office space and to subdivide five (5) parcels of land into 38 residential condominiums and three (3) commercial condominiums on property located at 820 Mission Street (the "project"); and,

WHEREAS, on June 23, 2011, the project was deemed complete; and,

WHEREAS, pursuant to the provisions of the California Environmental Quality Act (CEQA), Staff completed a draft Initial Study on July 5, 2011, which identified certain environmental issue that needed further analysis by an environmental consultant. On September 7, 2011, the City Council authorized the City Manager to execute a contract with Rincon Consultants, Inc. to perform environmental analysis and prepare documentation in compliance with the California Environmental Quality Act (CEQA) for the project. Five issue areas were determined to be potentially significant including: Biological Resources, Noise, Cultural Resources, Geology and Soils, and Air Quality. Those environmental issues will require mitigation measures, which will reduce the potential impacts down to the "less than significant" level. A Mitigated Negative Declaration was prepared on April 23, 2012 and was circulated for public comment for a thirty day period; and,

WHEREAS, On May 1, 2012, the Design Review Board recommended approval of the project to the Planning Commission based on the applicable findings to grant Design Review approval pursuant to SPMC Section 36.410.040; and

WHEREAS, after notices issued pursuant to the requirements of the South Pasadena Development Code and CEQA, the Planning Commission held a duly noticed public hearing on May 31, 2012 at which all interested parties were given the opportunity to be heard and present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: Pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et. seq. ("CEQA"), and the State's CEQA Guidelines, the Planning Commission finds that the project (upon approval of mitigation measures) will not have a significant effect on the environment and hereby adopts the attached Mitigated Negative Declaration (Exhibit "A").

SECTION 2. Pursuant to SPMC Section 36.410.100 (Planned Development Permits), the Planning Commission hereby approves the Planned Development Permit for the Project. This determination is made based on the following findings:

- a. The project is consistent with the actions, goals, objectives, policies, and programs of the General Plan and the Mission Street Specific Plan, and allowed within the applicable zoning district;*

The project is consistent with the actions, goals, objectives, policies, and programs of the General Plan. Policy 1.4 of the General Plan encourages pedestrian-oriented development, stating that development standards need to be adopted for targeted areas appropriate to assure compatible scale and orientation of permitted and conditionally permitted uses, effective site planning, building design, massing and signage, shared parking and the joint use of facilities, and an emphasis on transit and bicycle access. Policy 3.9 of the General Plan requires projects to mitigate the visual impact of large expanses of at-grade parking whenever possible. Guideline 1.18 promotes flexible parking standards. Under this Planned Development Permit, the 21 spaces allocated for residential guests and commercial office units will be shared. A parking study that was prepared for the project indicates that those 21 spaces allocated for residential guests and commercial office units would be adequate because different peak hour parking demands exist between those two uses.

Policy 7.4 of the General Plan encourages projects that have clear, direct, and comfortable pedestrian access to streets and parking; Policy 7.5 promotes public open space in new developments. The modified Floor Area Ratio (F.A.R) under this Planned Development Permit would allow an additional .07 increase in the F.A.R above the .80 maximum allowed in the Mission Street Specific Plan (MSSP). The additional F.A.R consists of the floor areas of the lobbies, corridors, trash and mechanical areas, and stair ways. Due to the property's "bowl shape" topography which slopes down from the front and rear property line and the large size of the site, the massing effect of the project is significantly reduced. The site's features allows the developer to break up the mixed use project into building clusters that result in a 6,389 square foot park, a 3,868 square foot paseo, and a meandering street through the middle of the site.

Policy 8.3 of the General Plan is to assure architectural and site design excellence by actively promoting and publicly acknowledging architectural and site design excellence in new buildings, public and private outdoor spaces, and capital improvements, while at the same time discouraging poor quality development or incongruent development, e.g., “mini-malls”. Although the project would deviate from certain design standards of the MSSP, the City’s Design Review Board determined that the project’s design could be approved based on its fit within the Mission Street Specific Plan context, siting (layout of new structures), massing (building’s shape), and architecture.

b. The project complies with all applicable provisions of this Zoning Code other than those modified by this Planned Development Permit;

The proposed project involves the development of a mixed use project on a 1.9 acre site that is within Districts A, B, and C of the MSSP. The project would meet or exceed all the required development standards of the MSSP and would provide for a development as envisioned by the MSSP. The 3,585 square foot office component of the project is consistent with the requirements of District A of the MSSP which envisions continuous storefronts along the sidewalks and housing and offices above, and in some cases, behind the storefronts. The residential component of the project is complimentary to Districts B and C the MSSP Area in that it allows residents and employees to be within walking distance of the shopping core area and within proximity to the Gold Line station.

c. The approved modifications to the development standards of this Zoning Code are necessary and appropriate to accommodate the superior design of the proposed project, its compatibility with adjacent land uses, and its successful mitigation of environmental impacts;

Modifications to the development standards are necessary and appropriate to accommodate superior design as follows:

Under this Planned Development Permit, the requirement that mixed use projects provide the minimum number of spaces for each individual use on-site is modified to allow 21 unreserved spaces to be shared between the commercial office and the residential guests. The parking demand for the commercial office component and the parking demand for the residential guests’ spaces have different peak operating hours throughout the day. This shared parking arrangement allows a greater efficiency of the parking areas because they are used at a greater capacity throughout the day.

Under this Planned Development Permit, the F.A.R is modified to allow an additional .07 increase in the F.A.R above the .80 maximum allowed in the Mission Street Specific Plan (MSSP). The additional F.A.R consists of the floor areas of the lobbies, corridors, trash and mechanical areas, and stair ways. The purpose of limiting the F.A.R on a site is to control the size and bulk of buildings. This modification is necessary and appropriate to accommodate the superior design of the project on a unique property that

slopes down from street. Due to the property's "bowl shape" topography (sloping down from front and rear) and the large size of the site, the massing effect of the project is significantly reduced.

Under this Planned Development Permit, the project would deviate from certain design standards of the MSSP. The deviations are necessary and appropriate to accommodate the superior design of a project on a large 1.9 acre site. The large size of the site would be developed with a project that appears to have been organically built over time, resembling the historic development of Mission Street and the City of South Pasadena.

d. The project complies with all applicable provisions of the City's Design Guidelines;

On May 1, 2012, the City's Design Review Board referred to the design guidelines of the MSSP which are advisory for implementing the development standards of the MSSP. These and the City's Design Guidelines were used by the Design Review Board (DRB) in their review of the project. The DRB evaluated the project and recommended approval of it based on its context, siting, massing, architecture, and landscaping. Based on the opinion of the DRB and its own independent review the Commission makes this finding.

e. The project can be adequately, conveniently, and reasonably served by public facilities, services, and utilities;

The project can be adequately, conveniently, and reasonably served by public facilities, services, and utilities. The project is subject to the Conditions of Approval (Exhibit "B" attached hereto) imposed by the departments of Planning and Building, Public Works, and Fire to determine what public improvements will be necessary to accommodate the project. The project site has sufficient access to streets and highways with adequate capacity to carry the traffic generated by the project. The Initial Study/Mitigated Negative Declaration prepared for the proposed project provides a detailed traffic analysis of the proposed uses and concluded that the project would not have significant traffic impact on the existing streets and area network.

f. The planning concepts and design features of the project are reasonably suited to the characteristics of the site and the surrounding neighborhood;

The proposed buildings complement the setting envisioned in the MSSP, and enhance the unique character of the area. The layout of the structures, open spaces, and parking appear "integrated" with each other, and with the existing buildings adjacent to them. The site layout establishes an easy transition between exterior and interior spaces, and it includes adequate amenities for comfortable social interaction and outdoor use. The basic architecture of the proposed buildings are compatible with the traditional "small town" architecture of the area.

- g. The location, size, planning concepts, design features, and operating characteristics of the project are and will be compatible with the character of the site, and the land uses and development intended for the surrounding neighborhood by the General Plan;*

The proposed project involves mixed use development on a 1.9 acre site located within the MSSP as identified by the General Plan. The 3,585 square foot office component of the project is consistent with the requirements of District A of the MSSP which envisions continuous storefronts along the sidewalks and housing and offices above, and in some cases, behind the storefronts. The residential component of the project is complimentary to Districts B and C the MSSP Area in that it allows residents and employees to be within walking distance of the shopping core area and within proximity to the Gold Line station. The project will strengthen this area of the MSSP as a mixed-use neighborhood by filling in the gaps in the building frontage of Mission Street and replacing underdeveloped existing surface parking lots with residential and commercial office uses, as well as landscaped open spaces.

- h. The site is adequate for the project in terms of size, shape, topography, and circumstances and has sufficient access to streets and highways which are adequate in width and pavement type to carry the quantity and type of traffic expected to be generated by the use; and*

The project site consists of a 1.9 acre site, bounded by Magnolia Street to the north and Mission Street to the south. The project site is adequate in terms of size, shape, topography, and circumstances to accommodate the construction of the project which consists of the following:

- Construction of a new office building at Mission Street (with one residential unit above) designed in a brick vernacular style;
- Construction of a new 15-unit townhome cluster with office fronting Mission Street, built on a “podium” above a one-level subterranean parking garage;
- Conversion of the existing 3-story industrial building (in the middle of the lot) into 9-residential units; and
- Construction of 13 townhome units (towards the rear side of the lot) designed in the Spanish Colonial Revival style.

The proposed development has a maximum density of 20 units per acre, which is less than the density of developed multi-family properties in the MSSP. Therefore, the proposed development does not take full advantage of the total site potential.

The project provides adequate vehicular access from Magnolia Street and Mission Street. Those streets are adequate in width and pavement type to carry the quantity and type of traffic expected to be generated by the project and its parking areas. A condition of approval requires the Developer to

improve all broken, damaged or out of grade sidewalks, curbs & gutters, and pavement directly adjacent to the project, prior to a final sign-off by the Public Works Department.

- i. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use, or detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.*

The proposed use would involve mixed-use development including: 3,585 square feet of commercial office space and 64,563 square feet of residential space (38 dwelling units) in a manner that is compatible with the adjacent uses in the MSSP. The developer is subject to the conditions of approval imposed by the City's Building, Fire, Public Works, and Planning and Building Departments (Exhibit "B"). Furthermore, mitigation measures were prepared for the environmental issues that were deemed potentially significant in the Initial Study/Mitigated Negative Declaration. Compliance with the conditions of approval and the Mitigation Measures are necessary to protect the public's health, safety, and welfare.

SECTION 3: The Commission finds that the proposed project is consistent with all three applicable findings to grant the Parking Use Permit pursuant to South Pasadena Municipal Code Section 36.410.090 as follows:

- 1. The proposed off-site parking is allowed within the applicable zoning district and complies with the intent of all of the applicable provisions of this Zoning Code;**

Offsite parking is not proposed as part of this permit. The Zoning Code requirement that mixed use projects provide the minimum number of spaces for each individual use on-site would be modified under the Planned Development Permit which is being processed concurrently with this application. This Parking Use Permit would allow 21 unreserved on-site spaces to be shared between the commercial office and the residential guests. SPMC Section 36.310.060 (Shared Parking), allows separate commercial uses within any commercial zoning district to jointly use parking facilities provided that different peak hour parking demands exist between the separate uses. The parking demand for the commercial office component and the parking demand for the residential guests' spaces have different peak operating hours throughout the day according to a parking study prepared for the project.

- 2. The proposed off-site parking spaces would be consistent with the actions, goals, objectives, policies, and programs of the General Plan and the MSSP .**

Offsite parking is not proposed as part of this permit; 21 unreserved on-site spaces would be shared between the commercial office and the residential guests on the project site. The project is consistent with the actions, goals, objectives, policies, and programs of the General Plan. Policy 3.9 of the General Plan requires projects to mitigate the visual impact of large expanses of at-grade parking whenever possible. Guideline 1.18 promotes flexible parking standards. The proposed shared parking arrangement is based on different peak hour demands of the commercial office space

and residential guests. This promotes General Plan policies for a more efficient use of the 21 parking spaces throughout the day.

3. **In the case of a proposed use of excess parking, the number of excess spaces is validated, the spaces are not likely to be needed by the primary use of the site, and the use of the excess spaces by others will not adversely affect nearby residents or properties.**

The proposed project does not provide excess parking; the 21 unreserved on-site spaces would be shared between the commercial office and the residential guests on the project site. Associated Transportation Engineers (ATE) prepared a shared parking analysis as part of the traffic and circulation study contained in the IS/MND. ATE developed peak parking demand estimates for the proposed project based on empirical parking rates contained in the 4th Edition of Parking Generation (Institute of Traffic Engineers) and the 2nd Edition of Shared Parking (Urban Land Institute). ATE's shared parking analysis determined that the 21 spaces allocated for residential guests and commercial office units would be adequate. The demand for residential guest spaces begins to increase after 5:00 PM, as the demand for commercial office space begins to decrease.

SECTION 4: The Commission finds that none of the findings for denial can be made for the proposed Tentative Tract Map No. 71554 pursuant to South Pasadena Municipal Code Section 36.510.070(A) as follows:

1. Findings requiring denial

A Tentative map shall be denied if the Commission makes any of the following findings:

- a. **The proposed subdivision including design and improvements is not consistent with the General Plan or any applicable Specific Plan;**

The proposed subdivision is consistent with the MSSP development standards and the necessary findings to approve a Planned Development Permit which is being processed concurrently with this Tentative Tract Map. The proposed Tentative Tract Map would subdivide five (5) parcels of land into 38 residential condominiums and three (3) commercial condominiums.

The proposed project involves mixed use development on a 1.9 acre site located within the MSSP as identified by the General Plan. The 3,585 square foot office component of the project is consistent with the requirements of District A of the MSSP which envisions continuous storefronts along the sidewalks and housing and offices above, and in some cases, behind the storefronts. The residential component of the project is complimentary to Districts B and C the MSSP Area in that it allows residents and employees to be within walking distance of the shopping core area and within proximity to the Gold Line station.

- b. **The site is not physically suitable for the type or proposed density of development;**

The construction site is a large 1.9 acre site in an urban setting; therefore, it is considered to be physically suitable for this type of density since no variances from the development standards of the Zoning Code are necessary and it would be developed below the maximum allowed density.

- c. **The design of the subdivision or the proposed improvements are likely to cause substantial damage or injure fish or wildlife or their habitat.**

The intended subdivision is located in urban area. It is not adjacent to any streams or rivers or to known wildlife or their habitat. Therefore there will be no damage or injury to fish and wildlife or their habitat as a result of this project. To ensure that migratory birds are protected during construction, the applicant is subject to a mitigation measure that requires project grading and/or construction to occur outside of the bird nesting season from September 1st through February 1st. This measure is imposed to avoid impacts to breeding/nesting birds. If construction work does occur during the breeding/ nesting season, a qualified biologist shall survey all breeding/nesting habitat within the project site and adjacent to the project site for breeding/nesting non-game native birds. If an active bird nest is located, the nest site shall be fenced at a distance commensurate with the particular species and in consultation with CDFG until juveniles have fledged and when there is no evidence of a second attempt at nesting.

- d. **The design of the subdivision or type of improvements is likely to cause serious health or safety problems;**

The design of the subdivision and type of improvement are limited to 38 residential condominium units and 3 commercial units on property located in the MSSP. The proposed project is subject to the conditions of approval as part of a Planned Development Permit. The conditions are imposed by the Department s of Planning and Building, Public Works, and Fire to reduce the likelihood of serious health or safety problems prior to issuing building permits and approving the Final Tract Map. As such, this subdivision will not cause serious health or safety problems.

- e. **The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large for access through or use of, property within the proposed subdivision. This finding may not be made if the Commission finds that alternate easements for access or use will be provided, and that they will be substantially equivalent to ones previously acquired by the public. This finding shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the review authority to determine that the public at large has acquired easements of access through or use of property within the proposed subdivision;**

There are currently no existing or proposed public easements to provide access through or use of the property. Therefore, the design of the subdivision will not conflict with any public easements for access through, or use of the property within the proposed subdivision.

- f. **The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by the California Regional Water Quality Control Board;**

The proposed subdivision will not create any additional sewer discharged than that already anticipated by the General Plan and it would be developed below the

maximum permitted density. All reviewing City Departments indicated the ability to support the project as presented. Therefore, no additional sewer service than currently provided is needed today to service the property.

- g. **A preliminary soils report or geological hazard report indicates adverse soil or geological conditions and the subdivider has failed to provide sufficient information to the satisfaction of the City Engineer or the Commission that the conditions can be corrected in the plan for the development; or,**
- h. **The proposed subdivision is not consistent with all applicable provisions of this Zoning Code, any other applicable provisions of the Municipal Code, and the Subdivision Map Act.**

According to a preliminary soils report, the proposed construction is feasible from the geotechnical engineering and geological viewpoints, provided that specific recommendations are followed. The City Engineer and the Building Official will review the report and the proposed project during the "plan-check" phase before issuing any grading or building permits.

Furthermore, the subdivision is consistent with all applicable provisions of the MSSP, the findings to approve a Planned Development Permit, the Zoning Code, Municipal Code and the Subdivision Map Act since it is for the creation of thirty eight residential condominium units and three commercial units in the MSSP area of the City.

2. Supplemental findings

Pursuant to SPMC Section 36.510.070(B) in addition to the findings required for approval of a Tentative Map, the Commission shall not approve a Tentative Map unless it can also make the supplemental findings when they are applicable to specific subdivision proposal as follows: 1) Construction of improvements; 2) Condominium conversion; 3) Dedications or exaction; and, 4) waiver of Parcel Map.

The current application is only for the construction of 38 residential condominiums and 3 commercial condominiums. Therefore, none of the supplemental findings apply to the approval of the subject proposal.

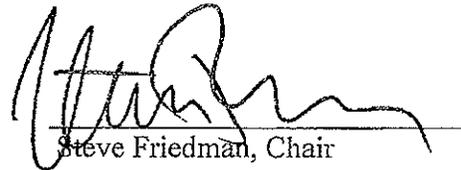
SECTION 5: For the foregoing reasons and based on the information and findings included in the Staff Report, Minutes, evidence provided at the public hearing and other record of proceeding, the Planning Commission of the City of South Pasadena hereby approves applications for a Planned Development Permit, Parking Use Permit, Design Review, Tentative Tract Map No. 71554, and related environmental assessment to develop a mixed use project that includes 38 residential units and 3,585 square feet of office space and to subdivide five (5) parcels of land into 38 residential condominiums and three (3) commercial condominiums on property located at 820 Mission Street.

SECTION 6: Any interested person may appeal this decision or any portion of this decision to the City Council. Pursuant to the South Pasadena Municipal Code, any such appeal must be filed with the City, in writing, and with the appropriate appeal fee, no later than fifteen (15) days, following the date of the Planning Commission's final action.

SECTION 7: The Secretary shall certify that the foregoing Resolution was adopted by the Planning Commission of the City of South Pasadena at a duly noticed regular meeting held on the 31st day of May 2012.

PASSED, APPROVED, AND ADOPTED this 31st day of May 2012, by the following vote:

AYES: FELICE, FRIEDMAN, GEORGE & MORRISH
NOES: NONE
ABSENT: DAVIS
ABSTAIN: NONE



Steve Friedman, Chair

ATTEST:



Anthony R. George, Vice-Chair

EXHIBIT "B"
CONDITIONS OF APPROVAL
Planned Development Permit
PROJECT NO. 1457-PDP-PUP-DRX-TTM
Mixed Use Project – 820 Mission Street

PLANNED DEVELOPMENT PERMIT CONDITIONS

- 1) The development standards included in this Planned Development Permit (PDP) shall apply to the Project Area as shown on Exhibit "C" attached hereto and incorporated herein by this reference.
- 2) The term "Project" shall mean the mixed use project that includes 38 residential units and 3,585 square feet of office space at 820 Mission Street as used in these conditions of approval, and as shown on Exhibit "C".
- 3) The Project shall consist of the following:
 - Construction of a new office building at Mission Street (with one residential unit above) designed in a brick vernacular style;
 - Construction of a new 15-unit townhome cluster with office fronting Mission Street, built on a "podium" above a one-level subterranean parking garage;
 - Conversion of the existing 3-story industrial building (in the middle of the lot) into 9 residential units; and
 - Construction of 13 townhome units (towards the rear side of the lot) designed in the Spanish Colonial Revival style.
- 4) The following development standards shall apply to the Project Area:
 - a) The maximum Floor Area Ratio (F.A.R.) within the Project Area shall not exceed 0.87 F.A.R.
 - b) Twenty one of the unreserved on-site parking spaces may be shared between the commercial office and the residential guests within the Project Area.
 - c) The minimum required building frontage in District A may be reduced from 95% to 91% in District A and from 75% to 65% frontage in District B.
 - d) The maximum opening for the driveway/meandering road access point at Mission Street may be increased from 16' to 20'
 - e) Construction of three stories is permitted within the 32' building height limit.
 - f) All other ordinances and provisions of the Mission Street Specific Plan and Zoning Code shall apply to the Project Area, unless otherwise amended by this Plan Development Permit.

DEPARTMENT OF PLANNING & BUILDING CONDITIONS

- 5) Approval by the Planning Commission does not constitute a building permit or authorization to begin any construction. An appropriate permit issued by the South Pasadena Building Division must be obtained prior to construction, enlargement, relocation, conversion or

demolition of any building or structure on any of the properties involved with the Planned Development Permit.

- 6) All other requirements of any law, ordinance, or regulation of the State of California, City of South Pasadena, and any other government entity shall be complied with.
- 7) This Planned Development Permit is granted for the land and land use as described in the application and any attachments thereto, as shown on the development plans submitted to and approved by the Planning Commission.
- 8) The project shall be constructed so as to substantially conform with the development plans submitted to and approved by the Planning Commission, and the conditions established by this resolution.
- 9) This Planned Development Permit and all rights hereunder shall terminate within twenty-four (24) months of the effective date of the Planned Development Permit unless the use approved under the Planned Development Permit is exercised or an extension is granted based on a written request submitted to the Planning and Building Department at least ten (10) days prior to the expiration of the twenty-four (24) month period pursuant to Section 36.420 of the South Pasadena Municipal Code. This Planned Development Permit shall not be deemed "exercised" until the permittee has submitted construction plans to the Building Official for plan review and paid the requisite fees for plan check.
- 10) Compliance with and execution of all conditions listed herein shall be necessary prior to obtaining any occupancy inspection clearance and/or prior to obtaining any occupancy clearance.
- 11) The Developer and each successor in interest to the property which is the subject of this project approval, shall defend, indemnify and hold harmless the City of South Pasadena and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, Planning Commission or City Planning Commission concerning this use.
- 12) The construction shall be kept free of all loose materials resembling trash and debris in excess of that material used for immediate construction purposes. Such excess may include, but is not limited to: the accumulation of debris, garbage, lumber, scrap metal, concrete, asphalt, piles of earth, salvage materials, abandoned or discarded furniture, appliances or other household fixtures.
- 13) The hours of construction shall be limited to 8:00 a.m. to 7:00 p.m., Monday through Saturday and 10:00 a.m. to 7:00 p.m. on Sunday.

Planning Division; Specific Conditions:

- 14) The following conditions are required to mitigate the environmental impacts of the project:
- 15) Nesting/Breeding Native Bird Protection. Project grading and/or construction shall occur outside of the bird nesting season from September 1st through February 1st to avoid impacts to breeding/nesting birds. If work occurs during the breeding/ nesting season a qualified biologist shall survey all breeding/nesting habitat within the project site and adjacent to the project site for breeding/nesting non-game native birds. If an active bird nest is located, the nest site shall be fenced at a distance commensurate with the particular species and in consultation with CDFG until juveniles have fledged and when there is no evidence of a second attempt at nesting. Limits of construction to avoid a nest should be established in the field with flagging and stakes or construction fencing. Construction personnel shall be instructed on the sensitivity of the area. The project proponent shall record the results of the recommended protective measures described above to document compliance with applicable state and federal laws pertaining to protection of native birds. Pre-construction surveys shall occur within a two-week period with the last survey no more than three days prior to the start of work activities.
- 16) All native and mature trees that will remain on site shall have a Tree Protection Zone (TPZ) incorporated around each protected tree during construction. The Tree Protection Zone is defined as the area within the tree canopy or drip line, plus five feet outward. If removal or trimming of native or mature trees is required, per Section 3.4 of the City's Municipal Code, the project applicant shall obtain a tree removal or tree trimming permit from the City of South Pasadena Public Works Department prior to the commencement of construction activities.
- 17) All trees to be planted in association with compliance with the Chapter 34, Trees and Shrubs of the City's Municipal Code shall be completed prior to issuance of a Certificate of Occupancy for the first phase of development.
- 18) A five-year monitoring program shall be implemented by the project applicant to determine the establishment of the relocated tree. In the event that the tree location not successful, replacement of the Chinese pistache shall be provided for as prescribed in the City's Municipal Code.
- 19) Construction Impact Mitigation. The applicant shall implement the following mitigation measures:
- a) Diesel Equipment Mufflers. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers.
 - b) *Electrically-Powered Tools*. Electrical powered shall be used to run air compressors and similar power tools.
 - c) *Restrictions on Excavation and Foundation/Conditioning*. Excavation, foundation-laying, and conditioning activities (the noisiest phases of construction) shall be restricted to between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday and 10:00 a.m. to 7:00 p.m. on weekends, in accordance with Chapter 19, section A, of the South Pasadena Municipal Code.

- d) *Additional Noise Attenuation Techniques.* For all noise-generating construction activity on the project site, additional noise attenuation techniques shall be employed as necessary to reduce noise levels to City of South Pasadena noise standards. Such techniques may include the use of sound blankets on noise generating equipment and the construction of temporary sound barriers between construction sites and nearby sensitive receptors.
 - e) *Construction Sign Posting.* The project applicant shall establish a "noise disturbance coordinator" who shall be responsible for responding to any local complaints about construction noise. The disturbance coordinator would be responsible for determining the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and would be required to implement reasonable measures such that the complaint is resolved. A sign shall be posted informing all workers and subcontractors of the time restrictions for construction activities. The sign shall also include the name and telephone number of the disturbance coordinator and the City telephone numbers where noise violations can be reported.
- 20) *Procedures for Discovery of Intact Cultural Resources:* If cultural resource remains are encountered during construction, or excavation, or land modification, the construction manager shall ensure that all ground disturbance activities are stopped, and shall notify the Planning and Building Department immediately to arrange for a qualified archaeologist or paleontologist to assess the nature, extent, and potential significance of any cultural remains.
- 21) Compressible materials not removed by grading shall be excavated to competent materials and replaced with compacted fill soils. Localized, deeper removals shall be conducted where deemed necessary by the geotechnical consultant. Once the excavation is completed to the design bottom, the bottom shall be evaluated by the geotechnical consultant, and if deemed suitable, the removal bottom shall be scarified and recompacted to a minimum of 90 percent relative compaction.
- 22) The following fugitive dust control measures shall be implemented during construction:
- a) Water all construction areas at least twice daily. Frequency should be based on the type of operation, soil, and wind exposure.
 - b) Prohibit all grading activities during periods of high wind (over 25 mph).
 - c) Apply non-toxic chemical soil stabilizers on inactive construction areas (previously graded lands within construction projects that are unused for at least ten consecutive days).
 - d) All trucks hauling, dirt, sand, soil or other loose materials should maintain at least two feet of freeboard.
 - e) Cover all trucks hauling dirt, sand, or loose materials.
 - f) Replace ground cover in disturbed areas as quickly as possible.
 - g) Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydro seed area.
 - h) Sweep streets if visible soil material is carried out from the construction site.
 - i) Install wheel washers at the entrance to construction sites for all exiting trucks.
 - j) Pave all roads on construction sites to the extent feasible.

Building Division; Standard Conditions:

- 23) The initial plan check fee will cover the initial plan check and one recheck only. Additional review required beyond the first recheck shall be paid for On an hourly basis in accordance with the current fee schedule.
- 24) The second sheet of building plans is to list all City of South Pasadena conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check. Conditions are required from the following departments: Planning, Building, Fire, Public Works and Utility Department.
- 25) Separate plans, applications and fees are required prior to plan review of electrical, plumbing, mechanical, or grading plans. Review of these plans must be specifically requested; Review is not automatic. If you have any questions concerning whether plan review is required, contact the Building Division.
- 26) In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
- 27) When a change of occupancy results in a structure being reclassified to a higher occupancy category, as per CBC 3406.4, the structure shall conform to the seismic requirements for a new structure.
- 28) Additions, alterations, repairs and changes of use or occupancy in all buildings and structures shall comply with the provisions for new buildings and structures except as otherwise provided in Chapter 34 of the Building Code in effect.
- 29) School Developmental Fees shall be paid to the South Pasadena School District prior to the issuance of the building permit.
- 30) Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the Building Permit.
- 31) South Coast Air Quality Management District must be contacted prior to any demolition or renovation. Call (909) 396-2000 for further information. Failure to comply with the provisions of Rule 1403 may result in a penalty of up to \$25,000 per day.
- 32) Electrical plan check is required.
- 33) Mechanical plan check is required.
- 34) Plumbing plan check is required.
- 35) Energy calculations are required.
- 36) Demolition permit is required for any existing buildings which are to be demolished.
- 37) All fire sprinkler hangers must be designed and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250 pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.

- 38) Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
- 39) A geotechnical and soils investigation report is/will be provided for any of the following conditions:
- A tract or parcel map is being processed as part of the development.
 - The allowable soil bearing pressure used for the foundation design exceeds 1,500 pounds per square foot.
 - Subterranean work which is deeper than three feet at any point measured from the top of adjacent grade.
 - Unusual soils conditions are encountered which effect the design or stability of the structure.
- 40) Where a soils report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
- Observation of cleared areas and benches prepared to receive fill;
 - Observation of the removal of all unsuitable soils and other materials;
 - The approval of soils to be used as fill material; inspection of compaction and placement of fill;
 - The testing of compacted fills; and
 - The inspection of review of drainage devices.
- 41) The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
- 42) All State of California disability access regulations for accessibility and adaptability shall be complied with.
- 43) A permit from CAL-OSHA shall be obtained prior to issuance of the building permit for construction of trenches or excavations greater than five feet in depth; the construction of any building, structure, scaffolding or falsework more than three stories or 36 feet in height; or the demolition of any building or structure, or the dismantling of scaffolding or falsework, more than three stories or 36 feet in height.
- 44) A demolition permit is required for existing buildings which are to be demolished.
- 45) Projects shall comply with the requirements of the NPDES (NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM) prior to issuance of a Demolition, Grading & Building permit. These include requirements for sediment control, erosion control, and construction activities control to be implemented on the project site.

- 46) Separate street address shall be obtained from Public Works Department for each detached building prior to plan submittal for plan check.
- 47) Four sets of plans (one set for each of the following departments: Building, Planning, Fire, and Public Works) and one set of structural calculations, energy calculations, soils report, geology report and/or acoustical report, as required in these conditions, shall be submitted at the time building plan check is applied for. Applications for plan check will not be processed unless all required materials are submitted with the applications.
- 48) Each building within the shall have separate plans, applications and fees, which are required prior to plan review of the electrical, plumbing, mechanical, and/or grading plans. Review of these plans must be specifically requested. Please note that review is not automatic. Should the Developer have any questions concerning whether plan review is required, contact the City's Building Division at (626) 403-7224.

DEPARTMENT OF PUBLIC WORKS CONDITIONS

- 49) Applicant shall pay for the outside consulting fee incurred to review and permit & inspect the project.
- 50) Show all the existing trees and indicate their disposition.
- 51) If any trees are to be removed, per City Ordinance No. 2126; amendment of Section 4.3 of the City Municipal Code, file for a tree removal permit application and provide a tree plan. See Section 34.5 for the required information and process.
- 52) The applicant shall provide a detailed grading/drainage plan prepared by a Licensed Civil Engineer and signed and stamped by the Civil and Project Geotechnical Engineer.
- 53) Provide Drainage Study and show how the differential flow will be mitigated. The project site appears to have a low point within the project site. Provide a satisfactory solution to address drainage to a sump condition.
- 54) Per City Municipal Code, Section 23.14, provide the necessary BMP Measures and the SUSUMP package for construction and post construction phases.
- 55) A separate Encroachment Permit will be required for any work within The Public Works Right of Way.
- 56) The applicant shall provide for red painting of the existing curbs as required by the Public Works Department.
- 57) Prior to any grading permit issuance, a labor and material, and a performance bond based on 1 ½ times of the estimated construction cost will be required.

58) The applicant shall provide street improvement plans prepared by a Registered Civil Engineer. The applicant shall remove and replace existing curb and gutter; as well as a minimum of 1½" of existing asphalt pavement fronting the property line, to the center lane of the roadway, and replace in kind.

59) Comply with all "Plan Check" corrections, revisions and condition.

60) Replace all broken, damaged, or out-of grade sidewalk fronting the property to the satisfaction of the Public Works Director.

Tentative Tract Map Conditions

61) Prior to filing a Final Map, submit Covenants, Conditions, and Restrictions (CC&R's) to the City Engineer for review. The CC&R's shall establishment a Home Owners Association that will be responsible for maintaining all common areas on the site including drainage and stormwater treatment devices required under the Standard Urban Stormwater Mitigation Plan (SUSUMP).

62) Obtain the Water Department's approval for a separate water meter at each unit.

63) Prior to occupancy, record the Final Parcel Map pursuant to the requirements of the California Subdivision Map Act.

FIRE DEPARTMENT CONDITIONS

64) Project construction shall be in accordance with all applicable standards of the California Code of Regulations Title 19, 2001 California Building Code and 2000 Uniform Fire Code with appendices (South Pasadena Ordinance 2109) including class A roofing, spark arrestors, and weed abatement program.

65) **Fire Sprinklers-** *Required throughout, provide plans to the City of South Pasadena prior to beginning work for approval). NFPA 13, NFPA 13D and R & applicable codes.*

66) **Fire Alarm System, Automatic and Manual-** *Required throughout, provide plans to the City of South Pasadena prior to beginning work). NFPA 72 and applicable codes*

67) **Fire Alarm monitoring/central station-** *Required (per NFPA 72)*

68) **Fire Department Access-** *Required*

69) **Exit Signs-** *Required*

70) **Emergency Lights/Exit Illumination-** *Required*

71) **Panic Hardware** required on exit doors (CFC 1008.1.9)

- 72) **Required Code REFERENCES:** 2012 South Pasadena Municipal Code (SPMC); 2010 California Fire Code (CFC); 2010 California Building Code; NFPA standards, Title 19 Applicable NFPA and related fire standards.
- 73) **Address identification.** New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). (CFC 505.1)
- 74) **Special Provisions related to Roof Types.** Notwithstanding anything else in this code, or any other code incorporated, herein, by reference any new roof shall be of **Class "A" roof material** and noted as a Class "A" roof assembly. When requested, the occupant/ owner may need to provide a listing service from the California State Fire Marshal's office to support such roofing assembly rating or class. (14.4 SPMC).
- 75) **Exception:** Any re-roofing shall provide Class A roof material or Class "A" roof assembly for the entire roof when the aggregated re-roofing for the same building during any consecutive twelve months exceeds fifty percent of the square foot area of the existing roof.
- 76) Each **chimney** in conjunction with any fireplace or heating appliance in which solid or liquid fuel is used shall be maintained with an **approved spark arrestor** having openings not larger than one-half inch and constructed of iron, heavy wire mesh or other noncombustible material. (SPMC section 603.6.6)
- 77) **KEY BOXES** Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the *fire code official* is authorized to require a key box to be installed in an *approved* location. The key box shall be of an *approved* type and shall contain keys to gain necessary access as required by the *fire code official*. (*Application can be picked up at the Fire Department at 817 Mound Ave in South Pasadena.*) (CFC 506.1)

78) **FIRE APPARATUS ACCESS ROADS**

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. *Approved* fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within **150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building** as measured by an

approved route around the exterior of the building or facility.

Exception: The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where:

1. The building is equipped throughout with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an *approved* alternative means of fire protection is provided.
3. There are not more than two Group R-3 or Group U occupancies.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8.

503.2.1 Dimensions. Fire apparatus access roads shall have an **unobstructed width of not less than 20 feet** (6096 mm), exclusive of shoulders, except for *approved* security gates in accordance with Section 503.6, and an unobstructed **vertical clearance of not less than 13 feet 6 inches** (4115 mm).

503.2.2 Authority. The *fire code official* shall have the authority to require an increase in the minimum access widths where they are inadequate for fire or rescue operations.

[California Code of Regulations, Title 19, Division 1, §3.05(a)] Fire Department Access and Egress. (Roads)

(a) Roads. Required access roads from every building to a public street shall be all-weather hard-surfaced (suitable for use by fire apparatus) right-of-way not less than 20 feet (6096 mm) in width. Such right-of-way shall be unobstructed and maintained only as access to the public street.

Exception: The enforcing agency may waive or modify this requirement if in his opinion such all-weather hard-surfaced condition is not necessary in the interest of public safety and welfare.

503.3 Marking. Where required by the *fire code official*, *approved* signs or other *approved* notices or markings that include the words **NO PARKING—FIRE LANE** shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which *fire lanes* are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be *approved* by the fire chief. **Where security gates are installed, they shall have an approved means of emergency operation.** The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the **requirements of ASTM F 2200.**

79) ACCESS TO BUILDING OPENINGS AND ROOFS

504.1 Required access. Exterior doors and openings required by this code or the *California Building Code* shall be maintained readily accessible for emergency access by the fire department. An ***approved access walkway leading from fire apparatus access roads to exterior openings*** shall be provided when required by the *fire code official*.

[California Code of Regulations, Title 19, Division 1, §3.05(b)] Fire Department Access and Egress. (Roofs)

(b) Roofs. No person shall install or maintain any security barrier such as barbed wire fencing, razor wire fencing, chain link fencing or any other fencing material, cable, aerial, antenna or other obstruction on the roof of any commercial establishment in such a manner as to obstruct or render egress or access hazardous in the event of fire or other emergency.

Exception: Guy wire, rods and aerial antenna masts may be attached to a roof structure having a slope of less than 30 degrees provided there is full clearance of seven feet or more between the roof and said obstruction. Guy wire or rods required to support aerial or antenna masts may be attached to a roof structure a lateral distance from the mast not in excess of one-sixth the height of the mast.

504.3 Stairway access to roof. New buildings four or more stories above grade plane, except those with a roof slope greater than four units vertical in **12 units horizontal (33.3-percent slope)**, shall be provided with a ***stairway to the roof***. *Stairway* access to the roof shall be in accordance with Section 1009.13. Such *stairway* shall be marked at street and floor levels with a sign indicating that the *stairway* continues to the roof. Where roofs are used for roof gardens or for other purposes, *stairways* shall be provided as required for such occupancy classification.

80) FIRE PROTECTION WATER SUPPLIES

507.1 Required water supply. An *approved* water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

Detailed information pertaining to available water supply versus needed water supply shall be furnished prior to any construction. Submit plans for review. Fire Pumps may be additional if required due to low water pressure and available water supply

507.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an *approved method or Appendix B.*

507.4 Water supply test. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official* or *approved documentation* of the test shall be provided to the *fire code official* prior to final approval of the water supply system.

507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and *Appendix C* or by an *approved method.*

507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than **400 feet** (122 m) from a hydrant on a fire apparatus access road, as measured by an *approved* route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *fire code official.*

(CFC 901.5) Installation acceptance testing. Fire detection and alarm systems, fire-extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private fire service mains and all other fire protection systems and appurtenances thereto shall be subject to acceptance tests as contained in the installation standards and as approved by the fire code official. **The fire code official shall be notified before any required acceptance testing.**

81) AUTOMATIC SPRINKLER SYSTEMS

903.1 General. *Automatic sprinkler systems* shall comply with this section.

903.2 Where required. *Approved automatic sprinkler systems* in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

(CFC 903.2.8) Group R. An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a **Group R** fire area.

Fire sprinklers shall not be able to shut off unless the domestic line to the property is shut off. There shall be no other means to turn off water to the sprinkler system. Ensure this sprinkler system is installed by an approved C-16 licensed company. **Please provide a drawing of the sprinkler system to the fire department prior to beginning of work.**

(CFC 903.3.1.2.1) Balconies and decks. Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units where the building is of Type V construction, provided there is a roof or deck above. Sidewall sprinklers that are used to protect

such areas shall be permitted to be located such that their deflectors are within 1 inch (25 mm) to 6 inches (152 mm) below the structural members and a maximum distance of 14 inches (356 mm) below the deck of the exterior balconies and decks that are constructed of open wood joist construction.

(CFC 903.3.2) Quick-response and residential sprinklers. Where automatic sprinkler systems are required by this code, quick-response or residential automatic sprinklers shall be installed in the following areas in accordance with Section 903.3.1 and their listings:

1. Throughout all spaces within a smoke compartment containing patient sleeping units in Group I-2 in accordance with the California Building Code.
2. **Dwelling units and sleeping units in Group R occupancies.**
3. Light-hazard occupancies as defined in NFPA 13.

(CFC 903.3.5) Water supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with Health and Safety Code Section 13114.7.

903.3.1 Standards. Sprinkler systems shall be designed and installed in accordance with Section 903.3.1.1, unless otherwise permitted by Sections 903.3.1.2 and 903.3.1.3.

903.3.1.1 NFPA 13 sprinkler systems. Where the provisions of this code require that a building or portion thereof be equipped throughout with an *automatic sprinkler system* in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 *as amended in Chapter 47* except as provided in Section 903.3.1.1.1.

903.3.1.3 NFPA 13D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family *dwelling*s and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D.

(CFC 903.2.18) Group U private garages and carports accessory to Group R-3 occupancies. Carports with habitable space above and **attached garages, accessory to Group R-3 occupancies**, shall be protected by residential fire sprinklers in accordance with this section. Residential fire sprinklers shall be connected to, and installed in accordance with, an automatic residential fire sprinkler system that complies with Section R313 of the California Residential Code or with **NFPA 13D**. Fire sprinklers shall be residential sprinklers or quick-response sprinklers, designed to provide a minimum density of 0.05 gpm/ft² (2.04 mm/min) over the area of the garage and/or carport, but not to exceed two sprinklers for hydraulic calculation purposes. Garage doors shall not be considered obstructions with respect to sprinkler placement.

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic residential fire sprinkler system installed in accordance with this section.

Separation. (CBC 406.1.4) Separations shall comply with the following:

1. The private garage shall be separated from the *dwelling unit* and its *attic* area by means of a minimum $\frac{1}{2}$ -inch (12.7 mm) gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than a $\frac{5}{8}$ -inch (15.9 mm) Type X gypsum board or equivalent. Door openings between a private garage and the *dwelling unit* shall be equipped with either solid wood doors or solid or honeycomb core steel doors not less than $1\frac{3}{8}$ inches (34.9 mm) thick, or doors in compliance with Section 715.4.3. **Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Doors shall be self-closing and self-latching.**

2. Ducts in a private garage and ducts penetrating the walls or ceilings separating the *dwelling unit* from the garage shall be constructed of a minimum 0.019-inch (0.48 mm) sheet steel and shall have no openings into the garage.

Automatic garage door openers. (CBC 406.1.5) Automatic garage door openers, if provided, shall be *listed* in accordance with **UL 325**. See *Health and Safety Code Sections 19890 and 19891 for additional provisions for residential garage door openers.*

903.4 Sprinkler system supervision and alarms. All valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised by a *listed* fire alarm control unit.

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an *approved* supervising station or, when *approved* by the *fire code official*, shall sound an audible signal at a constantly attended location.

Exceptions:

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.

2. Backflow prevention device test valves located in limited area sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with **NFPA 72** and separately annunciated.

903.4.2 Alarms. *One exterior approved audible device shall be connected to every automatic sprinkler system in an approved location.* Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a *building* fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. *Visible alarm notification appliances shall not be required except when required by Section 907.*

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in high-rise buildings *and Group I-2*

occupancies having occupied floors located more than 75 feet (22860 mm) above the lowest level of fire department vehicle access..

907.6 Occupant notification systems. A fire alarm system shall annunciate at the panel and shall initiate occupant notification upon activation, in accordance with Sections 907.6.1 through 907.6.2.3.4. Where a fire alarm system is required by another section of this code, it shall be activated by:

1. Automatic fire detectors.
2. **Sprinkler waterflow devices.**
3. **Manual fire alarm boxes.**
4. Automatic fire-extinguishing systems.

Exception: Where notification systems are allowed elsewhere in Section 907 to annunciate at a constantly attended location.

82) SMOKE ALARMS

Groups R-2, R-2.1, R-3, R-3.1 and R-4. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-2.1, R-3, R-3.1 and R-4 regardless of *occupant load* at all of the following locations:

1. **On the ceiling or wall** outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. **In each room used for sleeping purposes.**

Exception: Single- or multiple-station smoke alarms in Group I-1 shall not be required where smoke detectors are provided in the sleeping rooms as part of an automatic smoke detection system. (CFC 907.2.11.2)

3. In each story within a *dwelling unit*, including *basements* but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

4. *In a Group R-3.1 occupancy, in addition to the above, smoke alarms shall be provided throughout the habitable areas of the dwelling unit except kitchens.*

Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling unit* or *sleeping unit* in Group R-1, R-2, **R-3, R-3.1** or R-4, the **smoke alarms shall be interconnected** in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed. (CFC 907.2.11.3)

83) Carbon monoxide alarms

Where required *For new construction, an approved carbon monoxide alarm shall be installed in dwelling units and in sleeping units within which fuel-burning appliances are installed; and in dwelling units that have attached garages. (CBC 420.4.1)*

Power supply. *For new construction, required carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery back-up. Alarm wiring shall be directly connected to the permanent building wiring without a disconnecting switch other than as required for overcurrent protection.*

(CBC 420.4.1.1)

Exceptions:

- 1. In dwelling units where there is no commercial power supply, the carbon monoxide alarm may be solely battery operated.*
- 2. In existing dwelling units, a carbon monoxide alarm is permitted to be solely battery operated where repairs or alterations do not result in the removal of wall and ceiling finishes or there is no access by means of attic, basement or crawl space.*
- 3. Other power sources recognized for use by NFPA 720.*

Interconnection. *Where more than one carbon monoxide alarm is required to be installed within the dwelling unit or within a sleeping unit, the alarm shall be interconnected in a manner that activation of one alarm shall activate all of the alarms in the individual unit.*

(CBC420.4.1.2)

Exception: *Interconnection is not required in existing dwelling units or within sleeping units where repairs do not result in the removal of wall and ceiling finishes, there is no access by means of attic, basement or crawl space, and no previous method for interconnection existed.*

Alarm requirements. Single- and multiple-station carbon monoxide alarms shall be listed as complying with the requirements of **UL 2034**. Carbon monoxide detectors shall be listed as complying with the requirements of **UL 2075**. Carbon monoxide alarms and carbon monoxide detectors shall be installed in accordance with this code, the current edition of **NFPA 720 "Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment"** and the manufacturer's installation instructions. Other carbon monoxide alarm and detection devices as recognized in NFPA 720 are also acceptable. *Carbon monoxide alarms required by 420.4.1 and 420.4.2 shall be installed in the following locations:*

- 1. Outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedroom(s).*
- 2. On every level of a dwelling unit including basements.*

3. For R-1 only.

a. On the ceiling of sleeping units with permanently installed fuel-burning appliances.
(CBC 420.4.3)

Multiple-purpose alarms. Carbon monoxide alarms combined with smoke alarms shall comply with Section 420.4, all applicable standards, and requirements for listing and approval by the Office of the State Fire Marshal, for smoke alarms. (CBC 420.4.3.1)

84) EMERGENCY ESCAPE AND RESCUE [B]

1029.1 General. In addition to the *means of egress* required by this chapter, provisions shall be made for emergency escape and rescue in Group R occupancies. Basements and sleeping rooms below the fourth *story above grade plane* shall have at least one exterior *emergency escape and rescue opening* in accordance with this section. Where basements contain one or more sleeping rooms, ***emergency escape and rescue openings shall be required in each sleeping room***, but shall not be required in adjoining areas of the basement. Such openings shall open directly into a *public way* or to a *yard* or *court* that opens to a *public way*.

Exceptions:

1. In Groups R-1 and R-2 occupancies constructed of Type I, Type IIA, Type IIIA or Type IV construction equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1.

2. The *emergency escape and rescue opening* is permitted to open onto a balcony within an *atrium* in accordance with the requirements of Section 404 of the *California Building Code*, provided the balcony provides access to an *exit* and the dwelling unit or sleeping unit has a *means of egress* that is not open to the *atrium*.

3. Basements with a ceiling height of less than 80 inches (2032 mm) shall not be required to have emergency escape and rescue windows.

4. *High-rise buildings* in accordance with Section 403 of the *California Building Code*.

5. *Emergency escape and rescue openings* are not required from basements or sleeping rooms that have an *exit door* or *exit access door* that opens directly into a *public way* or to a *yard*, *court* or exterior *exit balcony* that *provides access* to a *public way*.

6. Basements without *habitable spaces* and having no more than 200 square feet (18.6 m²) in floor area shall not be required to have emergency escape window.

1029.2 Minimum size. *Emergency escape and rescue openings* shall have a minimum net clear opening of **5.7 square feet** (0.53 m²).

Exception: The minimum net clear opening for *emergency escape and rescue* grade-floor openings shall be 5 square feet (0.46 m²).

1029.2.1 Minimum dimensions. The minimum net clear opening height dimension shall be 24 inches (610 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

82. MISCELLANEOUS COMBUSTIBLE MATERIALS STORAGE

315.1 General. Storage, use and handling of miscellaneous combustible materials shall be in accordance with this section. A permit shall be obtained in accordance with Section 105.6.

315.2 Storage in buildings. Storage of combustible materials in buildings shall be orderly. Storage shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

315.3 Outside storage. Outside storage of combustible materials shall not be located within 10 feet (3048 mm) of a property line.

Portable fire extinguishers shall be installed per requirement of **NFPA 10** throughout structures. **2A10BC** is a minimum standard fire extinguisher in the City of South Pasadena.

Buildings under construction shall meet the conditions of "Chapter 14- Fire Safety During Construction and Demolition" of the 2010 California Fire Code. Structures under construction, alteration or demolition, shall be provided with not less than one **2A10BC fire extinguisher** as follows:

- At each stairway on all floor levels where combustible materials have accumulated.
- In every storage and construction shed.
- Where special hazards exist including but not limited to and the storage and use of combustible and flammable liquids.

A Set of plans must remain on the job site all times. Appointments for inspections should be made at least two days in advance of required inspection by calling the Fire Department at (626) 403-7304.

The City of South Pasadena Fire Department reserves the right to change or otherwise modify requirements based upon receiving additional project information or other unforeseen circumstances.

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015

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 KOA Corporation for Inspection and Construction Management Services for the Arroyo Seco Golf Course Sanitary Sewer Lift Station Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated August 25, 2015, from KOA Corporation for inspection and construction management services for the Arroyo Seco Golf Course Sanitary Sewer Lift Station Project;
2. Reject all other proposals received; and
3. Authorize the City Manager to execute an agreement with KOA Corporation for a not-to-exceed amount of \$35,280.

Fiscal Impact

This project is funded through the Arroyo Seco Golf Course Fund. There are sufficient funds available in the Arroyo Seco Golf Course Fund for this project.

Commission Review and Recommendation

This project has not been discussed by a commission.

Background

The City desires to upgrade the Arroyo Seco Golf Course facility's sewer system by abandoning the existing septic tank and constructing a new sewer line connected to the City sewer main line on Arroyo Drive. The scope of work will include site evaluation, design of the pump station structure, evaluation and selection of sewer pumping system, design of site appurtenances, and design of electrical system.

On September 2, 2015, the City Council awarded the construction contract to Toro Enterprises, Inc. The contract being considered under this item is for the inspection and construction management

services for the Arroyo Seco Golf Course Sanitary Sewer Lift Station Project.

Analysis

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.

The City Municipal Code Section 2.99-29(12) states that “contracts for services of specially trained and professional persons or businesses shall be exempt from bidding. If possible, quotes from three qualified vendors shall be obtained prior to the award of a contract.” In July 2015, a request for proposals was advertised on the Integrated Marketing Systems network, on the City website and was also direct mailed to several engineering firms. Proposals were received from the following five firms:

- KOA Corporation, *Monterey Park*
- CivilSource, Inc., *Irvine*
- APA Engineering, Inc., *Irvine*
- AK Consulting Engineers, *Irvine*
- Simpson & Simpson Management Consulting, *Alhambra*

After reviewing the qualifications, staff ranked KOA Corporation as the best qualified firm to perform the services, based on a combination of experience, scope of services, project understanding and fee.

KOA Corporation is an engineering firm based in Monterey Park and specializing in providing construction management, traffic engineering and transportation planning, and other general civil engineering services to municipal agencies. They have provided similar inspection and construction management services recently to the City of Banning, City of La Habra, and the City of Torrance. Staff has checked KOA Corporation’s references and has found them to be satisfactory. Staff has negotiated the proposed fee and feels it is reasonable with respect to the scope of services. Staff recommendation is to award this contract to KOA Corporation.

The scope of work includes a part-time on-site construction manager during the duration of construction, who will also perform inspection services. Inspection by the consultant will be provided only during critical construction activities. Inspection for the remaining construction activities will be handled in-house by the Public Works Inspector.

Inspection and Construction Management Contract for Arroyo Seco Golf Course Sanitary Sewer
Lift Station Project
September 16, 2015
Page 3 of 3

Legal Review

The City Attorney has reviewed the agreement, which incorporated the latest professional services agreement template prepared by the City Attorney's Office. The City Attorney's Office has no concerns with this agreement.

Public Notification of Agenda Item

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

Attachments:

1. Agreement
2. Location Map

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ATTACHMENT 1
Agreement

CITY OF SOUTH PASADENA

**PROFESSIONAL SERVICES AGREEMENT
WITH
KOA CORPORATION**

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of September, 2015 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and KOA Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide inspection and construction management services for the Arroyo Seco Golf Course Sanitary Sewer Lift Station Project; 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 Alan Braatvedt who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

2.0. **COMPENSATION AND BILLING**

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

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

Professional Fees:

Consultant's billable hourly rate shall be \$140 per hour for the Construction Manager and \$98 per hour for the Construction Inspector.

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 \$35,280. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$28,224 (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 16, 2015 ("Effective Date") and shall remain in effect for one (1) 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 KOA Corporation 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:

Alan Braatvedt
KOA Corporation
1411 W. 190th Street, Suite 525
Gardena, CA 90248

IF TO CITY:

City Manager
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: _____

KOA Corporation

By: _____

Alan Braatvedt, Vice President of
Construction Management Division

Federal ID No. _____

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



1411 W. 190th Street, Suite 525
Gardena, CA 90248
t: 310.329.0102 f: 310.329.1021
www.koacorporation.com

September 9, 2015
Mr. Shin Furukawa, PE, Deputy Public Works Director
City of South Pasadena
Public Works Dept.
1414 Mission Street
South Pasadena, CA 91030

RFP for Construction Management and Inspection Services for Arroyo Seco Golf Course Sanitary Sewer Lift Station Project

Dear Mr. Furukawa:

This is a follow up to discussions with you with regards to the staffing needs to adequately provide management oversight and construction inspection for the project.

We believe that KOA will be able to provide CM/Inspection services by providing oversight 20-hours per week, which will be used mostly for presence on site during the more critical elements of the work, which we acknowledge will change from week to week for the duration of the project. We have reviewed the scope of work and feel that an average of 20-hours per week for the duration of the project will be sufficient to provide those services. KOA will be present on site whenever it is required and will generally be there for an 8-hour period on those days.

We have attached a revised cost proposal spreadsheet which takes this work schedule into account. Please review and let me know if you have any comments or questions.

Thank you for your consideration. If you have any questions, please contact me directly via cell at (310) 525-0684 or alanb@koacorp.com.

Sincerely,
KOA Corporation

Alan Braatvedt
Vice President of Construction Management Division

Alternative Fee Based on 20-hours/week

12-Weeks of Construction:

Pre-Construction Phase	Rate	Unit hr/wk	Weeks	Amount
Construction Manager	\$140.00	4	1	\$560.00
Construction Inspector	\$98.00	0	0	\$0.00
<i>Subtotal</i>				\$560.00
Construction	Rate	Unit hr/wk	Weeks	Amount
Construction Manager	\$140.00	20	12	\$33,600.00
Construction Inspector	\$98.00	0	0	\$0.00
<i>Subtotal</i>				\$33,600.00
Post-Construction	Rate	Unit hr/wk	Weeks	Amount
Project Manager	\$140.00	8	1	\$1,120.00
<i>Subtotal</i>				\$1,120.00
Not to Exceed			Total	\$35,280.00

KOA wants to ensure that we provide the most cost effective price structure for the management of this project and welcome the opportunity to discuss our cost proposal with the City of South Pasadena

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.

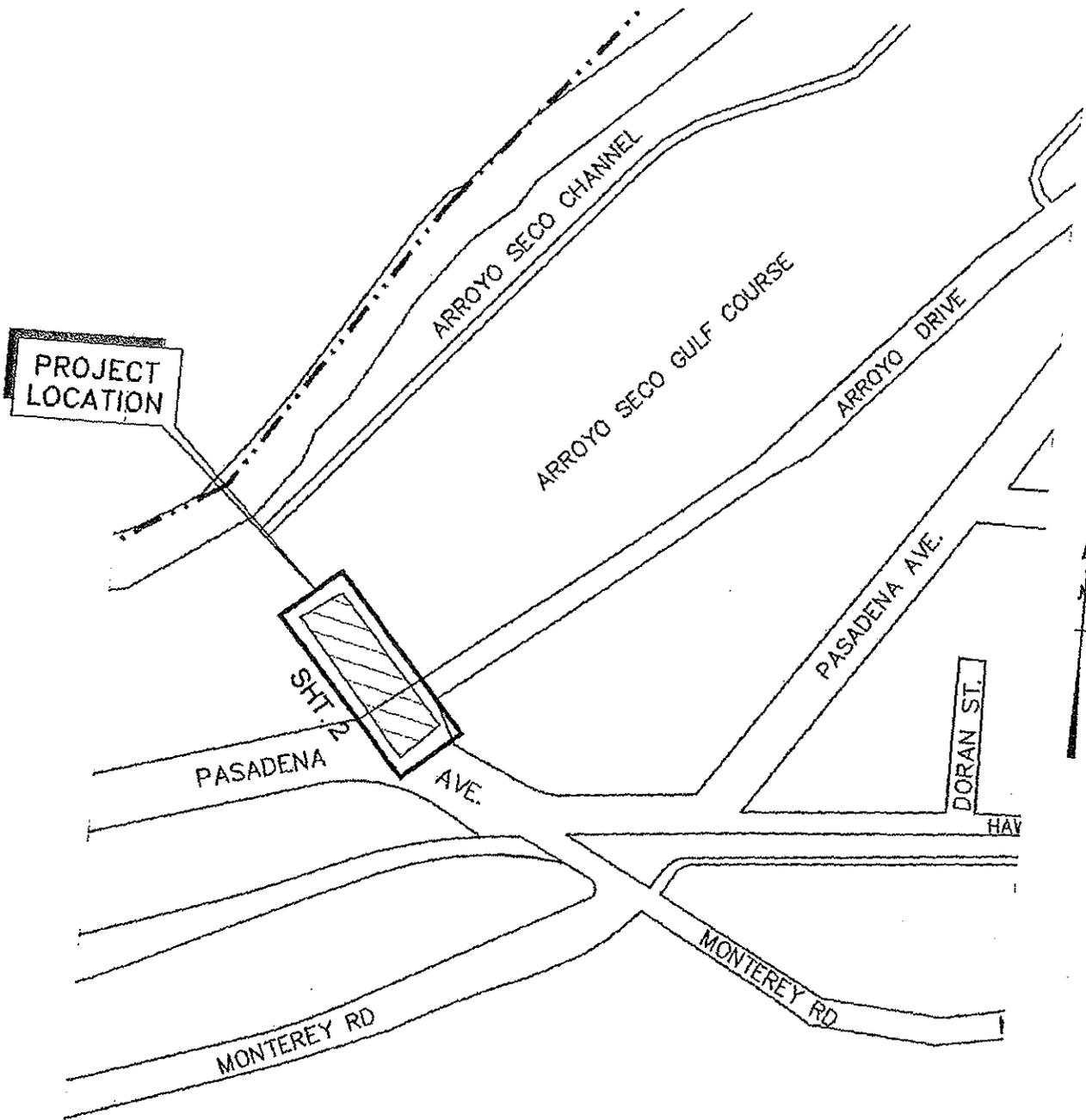
Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

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ATTACHMENT 2
Location Map

CITY OF SOUTH PASADENA

PROJECT LOCATION MAP



City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SA*

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

SUBJECT: **Appeal of a Decision of the Planning Commission to Impose a Condition of Approval that Requires a Deputy Inspector for the Construction of a New Single Family Home on a Hillside Lot Located at 2131 Hanscom Drive**

Recommendation

It is recommended that the City Council deny the appeal and uphold a condition of approval that would require the applicant (Milad Oueijan) to make a deposit of \$12,000 to the Public Works Department for the services of a Deputy Inspector. These funds would be used to cover the hourly costs of a Deputy Inspector during the construction of a new single family home in the Southwest Monterey Hills (SWM Hills) area of the City (Attachment 1).

Fiscal Impact

None.

Commission Review and Recommendation

This matter was reviewed by the Planning Commission on July 27, 2015. The Commission adopted P.C. Resolution No. 15-19 which approved a Hillside Development Permit for the construction of a new 1,800 square foot house in the SWM Hills. The Commission voted 4-0 (Commissioner Dahl absent) to approve the project.

Background

Construction Regulations and SWM Hills

The SWM Hills area of the City encompasses steep hillside topography, narrow streets (some in disrepair), and several of the City's last remaining undeveloped lots. In the early to mid-2000s, those undeveloped lots were becoming desirable sites to build. Since land values were on the rise at that time, the possibility of building new homes on small, steep hillside lots were becoming financially feasible. As construction activity increased, the City began to receive several complaints about the negative impacts of construction activity in that area.

On September 7, 2005, the City Council imposed a moratorium on new housing construction in the SWM Hills in response to numerous concerns raised by the residents in that area, including the need for street improvements and mitigating construction impacts. The moratorium established the boundaries for this area (Attachment 2), and on January 18, 2006, the City Council appointed the SWM Hills Citizen's Committee (Committee) to work with staff from Planning and Building, Public Works and Police to address the concerns.

On August 16, 2006, the City Council approved a series of recommendations from the Committee, comprising the Southwest Monterey Hills Construction Regulations (see Attachment 3), to be implemented by staff and the Planning Commission through Conditions of Approval on applicable project One of the regulations calls for a "Deputy Inspector" to provide project oversight and ensure that builders adhere to the SWM Hills regulations and prevent damage to the public right-of-way during construction. This requirement could be implemented as a condition of approval for certain projects where grading and construction activities could affect traffic, existing infrastructure, and street pavement. Hanscom Drive was widened and improved with new pavement in 2010.

On May 16, 2012, the City Council reconstituted the Committee to review the status of implementing the recommendations and to develop ways of handling those that cannot be implemented. On October 16, 2013, the City Council approved the Committee's updated version of the SWM Hills Regulations (see Attachment 4 and Attachment 10). The Deputy Inspector would now be required whenever heavy construction vehicles are working in, entering or leaving the SWM Hills and during certain stages of construction such as, but not limited to demolition, excavation, caisson drilling and insertion. It would be a standard condition of approval on all discretionary applications (such as a Hillside Development Permit) and added as a requirement for encroachment permits. As stated in the updated SWM Hills Construction Regulations, these regulations, including the requirement for a Deputy Inspector, can be justified for the SWM Hills area due to the area's narrow streets and lack of space for construction activities.

Appellant's Project

Milad Oueijan, architect for property owner Nicole A. Brosman, applied for a Hillside Development Permit to build a new 1,800 square foot home at 2131 Hanscom Drive. The project site is a small undeveloped lot that slopes uphill from the street. This section of Hanscom Drive is approximately 16 feet wide. In 2010, the roadway was widened and improved with new pavement. Grading and construction at this location will involve the movement of heavy equipment, shipments of materials, and dump trucks that will haul dirt away from the site. According to the applicant's estimates, 58 truckloads of soil would be exported from the site. The project site is located in the SWM Hills area of the City.

On July 27, 2015 the Planning Commission approved the project on several conditions (see Attachment 5). Condition No. 56 requires that the applicant make a deposit of \$12,000 to the City's Public Works Department to cover the hourly costs of a Deputy Inspector prior to any

demolition, grading, or any type of construction (whether onsite or offsite). This is to ensure the builder's full compliance with the Conditions of Approval, all applicable laws, and the SWM Hills construction regulations.

On September 9, 2015, Public Works Director Toor contacted the owner to advise her that a deposit of \$5,000 would be acceptable to issue the building permit and begin the project, with the understanding that an additional deposit could be required, depending on the actual cost of services performed by the Deputy Inspector.

Analysis

According to South Pasadena Municipal Code (SPMC) Section 36.610.030, any person affected by a decision rendered by the Planning Commission may file an appeal to the City Council. On August 10, 2015, Milad Oueijan filed an appeal of Condition No. 56 of P.C. Resolution No. 15-19, specifically where it references the requirement of a Deputy Inspector (see Attachment 8). The appeal form also notes that this condition was added after the Planning Commission approved it. It should be noted here that the Deputy Inspector requirement was inadvertently cut out of the list of conditions that were presented to the Commission. Staff ensured the Commission that the Deputy Inspector would be required for this case and added it to the conditions (see Attachment 6).

In order to decide this appeal, the City Council will need to determine whether the current Condition of Approval requiring the Deputy Inspector for the construction of a new home at 2131 Hanscom Drive is an appropriate condition required by the SWM Hills Construction Regulations.

Condition 56 Supports Findings

According to SPMC Section 36.410.065, the Planning Commission may conditionally approve an application for a Hillside Development Permit after five findings can be made. Findings three and four of P.C. Resolution No. 15-19 ensure that the project will not be a detriment to people and property in the neighborhood (Attachment 9). Those findings indicate that the conditions of approval will require the applicant to cover the costs of a Deputy Inspector. This will ensure that the applicant adheres to the SWM Hills Construction Regulations which were adopted by the City Council to limit the impacts created by construction activity.

Citizen Complaints

Staff believes the requirement of a Deputy Inspector is necessary because the City incurs a cost each time a City official responds to a complaint about violations to the SWM Hills Construction Regulations and/or conditions of approval. For example, the City once logged approximately 42 complaints within a 3 month period during the initial construction of a home at 2100 Hanscom Drive. The Departments of Public Works, Planning and Building, and Police are called out to respond. Such complaints are related to hours of construction, use of prohibited equipment, damage to trees, damage to roadway pavement, etc. The challenge for staff is the lag time

between the initial complaint and arrival to the site where oftentimes staff does not witness the violation. When damage to the roadway or other existing infrastructure is reported, it is often difficult to prove the cause of damage if it was not witnessed in person. Having a Deputy Inspector onsite to serve as an impartial witness during the more intrusive construction activities will help protect both the developer's and the City's interests. This was the intended benefit of the regulation and the Condition of Approval.

In order to incentivize compliance with all the regulations, the Public Works Director would call for the Deputy Inspector to make periodic unannounced spot checks to ensure compliance. If the inspector discovers that the applicant has repeatedly violated the regulations, the Director may call for increased compliance monitoring, thus drawing more funds from the initial deposit. Any unused funds are returned to the applicant when the project is complete.

Appellants Arguments

The appellant contends that this requirement is unfair because it has not been imposed on any other construction projects. In response to the fairness issue, there is precedent for the imposition of this requirement on other projects within the SWM Hills. Staff has recommended the Deputy Inspector requirement for two hillside projects in 2012. One project involved three new hillside homes at 2121 – 2127 Hanscom Drive, which required this condition as one of the Conditions of Approval in the applicable Hillside Development Permit; however, plans were never submitted to the Building Division and those planning approvals lapsed. The other project was a new single family home at 2100 Hanscom Drive. The Planning Commission ultimately decided not to require a Deputy Inspector in this case because the site was previously excavated and structural caissons were in place for a previous project that ended in 2010. It is important to understand that the imposition of the Deputy Inspector condition depends on the individual project and site conditions, particularly the impact on the roadways within the SWM Hills. Two recent separate projects on Hill Drive were reviewed and staff determined that the Deputy Inspector condition was not necessary for either. Specifically, on 1701-1703 Hill Drive (which is the first lot at the north boundary of the SWM Hills), the access to the site is from the top of Hill Drive and will not impact the roadways within Southwest Monterey Hills. Additionally, this project included a Condition of Approval to repave Hill Drive along the entire frontage of the property. Another project at 1605 Hill Drive will be accessed from Warwick Avenue and is not anticipated to impact the narrow streets within SWM Hills (see Attachment 2).

Unlike the projects on Hill Drive, staff believes the requirement for a Deputy Inspector condition is appropriate because, as stated above, Hanscom Drive is only 16 feet wide, with relatively new pavement from 2010. Grading and construction at this location will involve the movement of heavy equipment, delivery of materials, and dump trucks that will haul dirt away from the site via Hanscom Drive, impacting the relatively new pavement. As this site is located in the heart of the SWM Hills, construction traffic will impact much of the roadways within the area in order to get to and from the site. In addition, the narrow roadway and steep topography of the site will require significant offsite staging of materials and equipment. The project at 2131 Hanscom

Drive is unlike the projects on Hill Drive where materials and equipment can be staged onsite.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website. A public hearing notice was advertised in the *South Pasadena Review* on September 3, 2015 and post card notice was mailed to all owners and occupants in the SWM Hills.

On September 8, 2015, staff received an e-mail from James Mentel, South Pasadena Resident, who wrote in favor of keeping the Deputy Inspector requirement for this project (see Attachment 11).

Attachments:

1. City Council Resolution Upholding Planning Commission Decision
2. Map – Southwest Hills
3. Original Recommendations for SWM Hills Construction Regulations, dated 2006
4. Updated SWM Hills Construction Regulations, dated 2013
5. Conditions of Approval, 2131 Hanscom Dr
6. Planning Commission Minutes, dated July 27, 2015
7. Planning Commission Staff Report for 2131 Hanscom Dr., dated July 27, 2015
8. Appeal Application Form, dated August 10, 2015
9. P.C. Resolution No. 15-19
10. City Council Minutes, dated October 16, 2015
11. E-mail from James Mentel, South Pasadena Resident

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ATTACHMENT 1
City Council Resolution
Upholding Planning Commission Decision

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DENYING
AN APPEAL TO OVERTURN A DECISION OF THE PLANNING
COMMISSION THAT REQUIRES A DEPUTY INSPECTOR
DURING THE CONSTRUCTION OF A NEW SINGLE-FAMILY
HOME AT 2131 HANSCOM DRIVE**

WHEREAS, on February 20, 2014, the applicant, Milad Ouejian, submitted an application for Design Review and a Hillside Development Permit Project No. 1694-HDP to the Planning and Building Department to build a new 1,800-square-foot house on undeveloped property located at 2131 Hanscom Drive (Project); and,

WHEREAS, on May 27, 2015, the application package was deemed complete; and,

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et seq. (CEQA), and the State's CEQA Guidelines, staff conducted an Initial Study and determined that the Project would not have a significant impact on the environment, so a Negative Declaration was prepared; and

WHEREAS, after notices issued pursuant to the requirements of South Pasadena Municipal Code (SPMC), the Planning Commission held a duly noticed public hearing on July 27, 2015, at which time all interested parties were given the opportunity to be heard and present evidence; and

WHEREAS, on July 27, 2015, the South Pasadena Planning Commission adopted a Negative Declaration pursuant to CEQA and approved a Hillside Development Permit for the Project (P.C. Resolution No. 15-19). Condition No. 56 (Condition) of P.C. Resolution No. 15-19 requires that the applicant make a deposit of \$12,000 to the City Public Works Department to cover the hourly costs of a Deputy Inspector prior to any demolition, grading, or any type of construction (whether onsite or offsite). The Condition would ensure the builder's full compliance with the Conditions of Approval, all applicable laws, and the Southwest Monterey Hills construction regulations; and

WHEREAS, pursuant to SPMC Section 36.610.030, any person affected by a decision rendered by the Planning Commission may file an appeal to the City Council; and,

WHEREAS, on August 10, 2015, the applicant filed an appeal to Condition No. 56, with specific references to the Deputy Inspector requirement; and,

WHEREAS, after notices issued pursuant to the requirements of the SPMC, the City Council held a duly noticed public hearing on September 16, 2015, at which time all interested parties were given the opportunity to be heard and present evidence.

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

SECTION 1. The City Council hereby denies an appeal to overturn a decision of the Planning Commission that requires a Deputy Inspector during the construction of a new single-family home at 2131 Hanscom Drive.

SECTION 2. For the foregoing reasons and based on the information and findings included in the Staff Report, Planning Commission Meeting Minutes and other record of proceeding, the City Council of the City of South Pasadena hereby requires that the applicant make a deposit of \$12,000 to the City's Public Works Department to cover the hourly costs of a Deputy Inspector prior to any demolition, grading, or any type of construction (whether onsite or offsite) in connection with the Project at 2131 Hanscom Drive. This requirement is necessary to support the findings for the Hillside Development Permit in that the Project will not be a detriment to people and property in the neighborhood.

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

PASSED, APPROVED AND ADOPTED ON this 16th day of September, 2015.

Robert S. Joe, 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 16th day of September, 2015, by the following vote:

AYES:

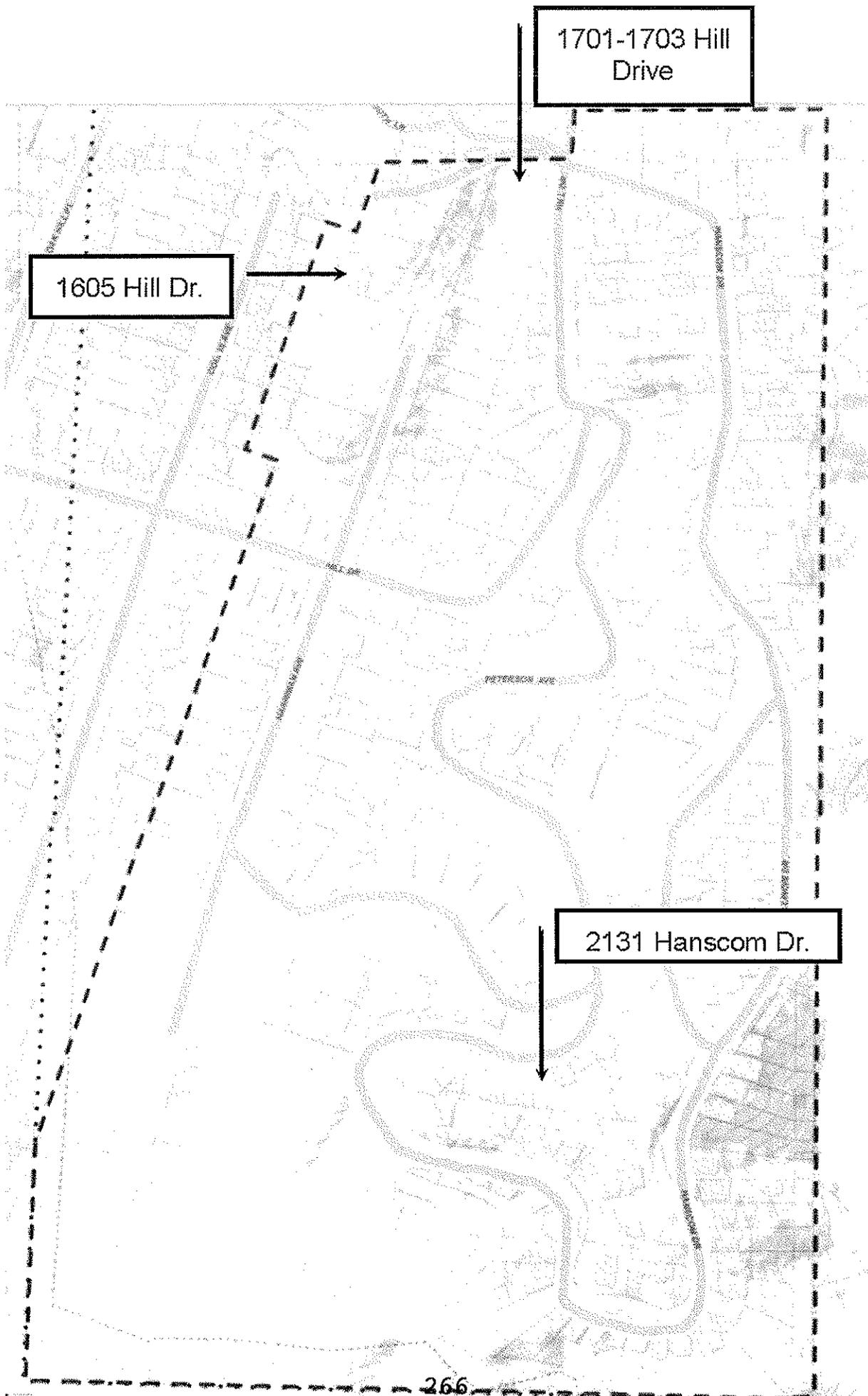
NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
Map – Southwest Hills



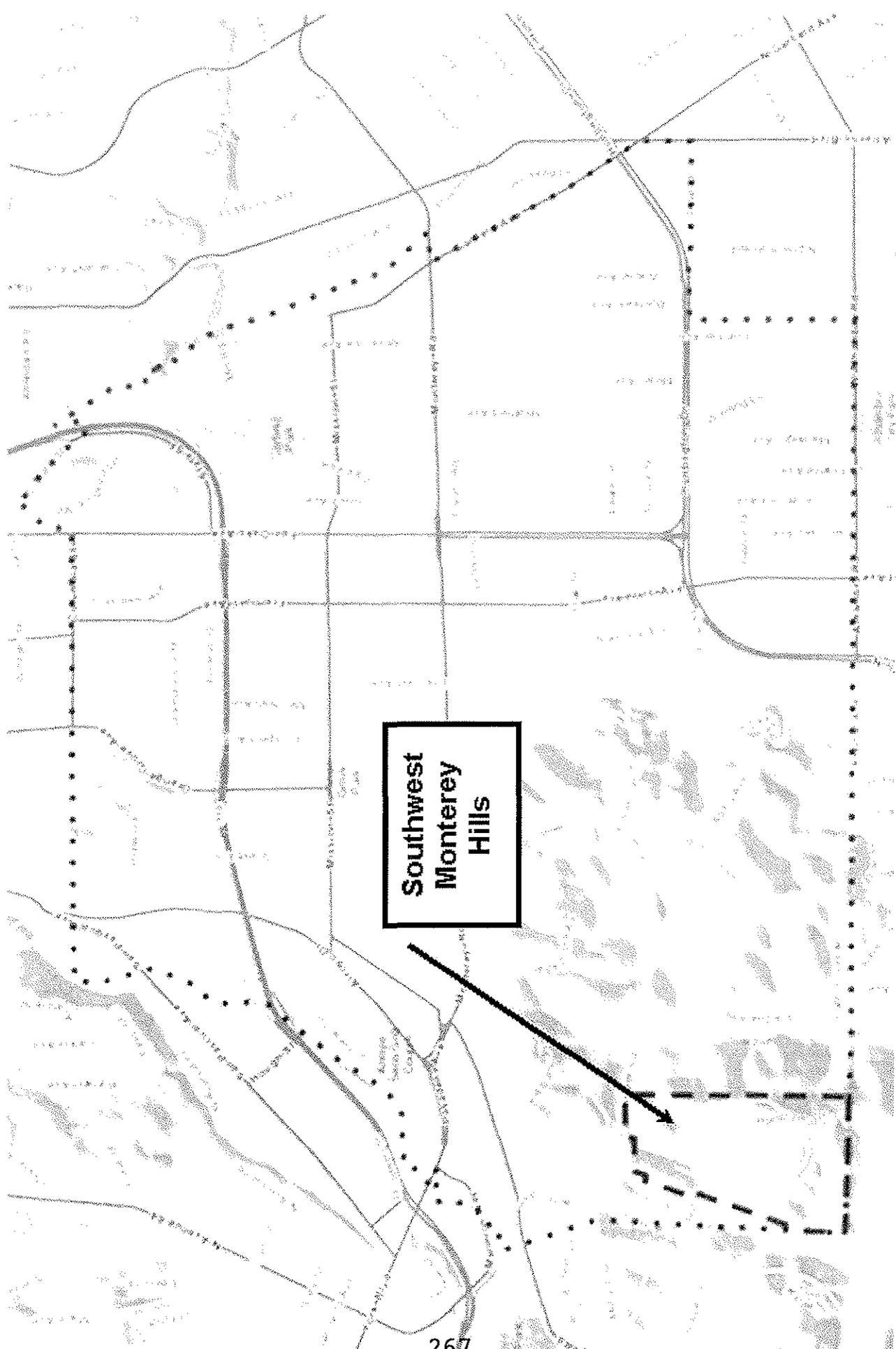
1701-1703 Hill Drive

1605 Hill Dr.

2131 Hanscom Dr.

266

Southwest Monterey Hills



**Southwest
Monterey
Hills**

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ATTACHMENT 3
Original Recommendations for
SWM Hills Construction Regulations, dated 2006

COMMITTEE REPORT

Southwest Hills Citizen's Committee

August 16, 2006

TO: City Council

FROM: Southwest Hills Citizen's Committee

SUBJECT: Mitigating Construction Impacts in the Southwest Hills

Recommendation:

The Southwest Hills Citizen's Committee recommends that the City Council approve the recommendations outlined in this report and enact all necessary ordinances, regulations and administrative procedures necessary to implement them.

Background:

The City Council appointed the Southwest Hills Citizen's Committee on January 18, 2006. The committee was charged with two tasks:

1. Develop recommendations to mitigate construction impacts in the southwest hills; and,
2. Develop recommendations to improve and finance the deficient infrastructure in the area.

This report contains recommendations for mitigating the impacts of construction activity in the study area, and represents the completion of the first task.

Analysis:

Under normal circumstances, construction activity can be disruptive and inconvenient for any neighborhood. Noise and dust, construction vehicles and delivery trucks, and debris all contribute to a temporary reduction in a neighborhood's quality of life during the duration of the construction period.

These impacts are felt much more intensely in the southwest hills area of the City. The steep topography often requires specialized construction vehicles to grade a project site, drill holes for pilings, install caissons, and other activities associated with building on a steep hillside.

Construction impacts are compounded by unusually narrow roads, lacking curb and gutter and with pavement in disrepair. The narrow roads are difficult for larger construction vehicles to maneuver and provide little space for them to park. Traffic flow and emergency vehicle access are impeded and the roadway surface is frequently damaged. Construction materials are stored in the public Right-of-Way, further obstructing traffic circulation.

On December 21, 2005 the City Council approved interim construction impact mitigation measures pending the committee's recommendations. These measures included requiring that a "Hillside Construction Staging Plan" be approved by the Public Works Department prior to the issuance of a building permit for new construction that requires, or has obtained, a Hillside Development Permit.

The intent of the "Hillside Construction Staging Plan" is to:

1. Reduce the impact of construction related activities to the adjacent resident.
2. Minimize the deterioration of streets and appurtenant infrastructure.
3. Maintain vehicular access to residents and the public.
4. Guarantee access for emergency vehicles (fire trucks, ambulances, etc).

To accomplish this, staff has found it necessary to develop guidelines for a coordinated approach to land development related to construction in the City's hillside areas. The developer will have the responsibility to propose "Hillside Construction Staging Plan" based on the following parameters:

Type of Construction

The developer must state what types of construction activities are proposed. This is especially critical during the initial stages of development involving activities such as grubbing, grading, drilling for piles and/or caissons, trenching for footings, excavating for retaining walls, surveys, core soil sampling, etc. The developer must state how construction will be accomplished. Specifics must include the size and weight of large equipment proposed, where and how it will be positioned at the site, and how it will be transported to and from the site, etc. Large equipment is anything beyond what one person can carry (as assembled for useful operation).

Site Staging

The developer must designate a construction staging area on the site. If site conditions prohibit this, then an area off site may be proposed and an encroachment permit may be obtained as part of the Parking section of this "Hillside Construction Staging Plan." A scaled drawing must be used which clearly indicates the site, adjacent sites, adjacent buildings, proposed buildings, and proposed staging area(s).

Traffic and Access

The developer must propose a route that will be used on a daily basis by contractors, subcontractors, construction workers, and others that will routinely visit the site. In addition, access routes will need to be proposed and specified for any large equipment, including any traffic control related to transporting such equipment.

The developer will also need to specify the public right of way that is proposed for temporary use, and the traffic control measures for such. A scaled drawing must be used which clearly indicates the proposed access routes, traffic control, flagmen, and area(s) proposed to be occupied for any length of time.

Parking

The developer must indicate any off-street parking that will be provided to contractors, subcontractors, inspectors, etc.

The developer must indicate the on-street parking that is proposed to be used by workers, contractors, subcontractors, inspectors, etc. In particular, a base plan (made on a scaled map of the area) must be developed indicating the parking restriction that are in place, and this base plan must be used as the basis to indicate the parking usage and extent of the construction activities.

Construction Schedule

The developer must provide a construction schedule, which indicates the start and completion dates of all major construction activities, and the timing of special access necessary as it relates to Site Staging and Traffic and Access. The developer is required to submit updates and changes to the construction schedule to the Public Works Department.

Impact Fees related to Overweight Vehicles

The City retains the right to effect impact fees based on the City Engineer's Report in cases where access is proposed by the developer by overweight vehicles (those fees are not yet known and would need to be developed by staff for the City Council's consideration).

Enforcement

In order to ensure compliance with all appropriate ordinances, regulations and procedures, the City maintains the right to revoke the building permit, issue a "Stop Work Order" and/or effect code violation infraction (with associated fines) if the terms of the "Hillside Construction Staging Plan" are not adhered to.

The committee explored these issues in more depth, reviewed existing City regulations and practices, and researched other cities. The attached table lists the committee's recommendations to mitigate the impacts of construction activity. Note that these recommendations are in addition to those listed above as part of the Hillside Construction Staging Plan.

SOUTHWEST HILLS CITIZEN'S COMMITTEE
Construction Mitigation Recommendations

Issue	Existing Regulation/Practice	Committee Recommendation	Implementation Responsibility
<p>1. Existing zoning standards do not always result in the required 3rd space being usable</p>	<p>Zoning Code specifies dimension only. Zoning code Section 36.310.080</p>	<p>Zoning Code amendment to either require straight in parking (increase setback to 20 feet from 10 feet), or add maneuvering standards (require wider driveway, approximately 25 feet) for 3rd space to parallel park.</p> <p>Straight in parking requirement would have the added benefit of generating a 4th as well as 3rd parking space, but has site planning impacts – would push house further downhill, require more grading, or could result in 3 side-by-side parking spaces facing street; most or all of street elevation will be parking.</p> <p>Zoning Code amendment. Must be reviewed by Planning Commission.</p>	<p>Planning & Building</p>
<p>2. Overnight Parking</p>	<p>SPMC entitles each house to one overnight permit without inspection.</p>	<p>Revert back to old SPMC provisions, whereby overnight permits allowed only if there was inadequate off-street parking, and subject to on-site inspection.</p>	<p>Police</p>
<p>3. Non-construction parking</p>		<p>All streets in the Southwest hills should be evaluated to make sure there is appropriate "No Parking" signage.</p>	<p>Police & Public Works</p>
<p>4. Speed limits</p>		<p>Investigate reduction of speed limit to 15 mph.</p>	<p>Public Works</p>

Southwest Hills Citizen's Committee
 Construction Impact Mitigation Report
 August 16, 2006

Issue	Existing Regulation/Practice	Committee Recommendation	Implementation Responsibility
<p>5. Existing Zoning Code noticing requirements do not provide sufficient notice because of topography.</p>	<p>300-foot notice, notwithstanding topography; Zoning code Section 36.630.020</p>	<p>Develop mailing list of all SW hills properties for noticing purposes. Increased noticing cost will be passed to applicant; a staff-maintained mailing list will reduce costs.</p>	<p>Planning & Building</p>
<p>6. Better publicize construction rules and impacts</p>	<p>None</p>	<p>Develop a handbook for residents and contractors. Primer on common courtesy, what to expect, what the rules are, who to call. Signed affidavit indicating that applicant has read handbook and agrees to abide by all rules as a condition to building permit issuance.</p> <p>Could be citywide. Post on web site as well as hand out.</p>	<p>Planning & Building</p>
<p>7. Provide easily accessible information for residents regarding active permits.</p>	<p>None</p>	<p>Post building and tree permits on city web site. Also include zoning entitlement applications. Allows residents to check if work is permitted before calling City Hall; expands enforcement capabilities.</p>	<p>Public Works; Planning & Building</p>

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Issue	Existing Regulation/Practice	Committee Recommendation	Implementation Responsibility
<p>8. Single point of contact for citizens to call with code complaints.</p>	<p>None; Code Enforcement has daytime number; Police has dispatch; Public Works has a general number and one for tree permits.</p>	<p>Code Enforcement Hotline for 24/7 access; One point of contact regardless of violation (Police, Building, Public Works); Provide police and dispatcher with summary of common violations to facilitate off-hour enforcement.</p>	<p>Planning & Building</p>
<p>9. Provide additional enforcement resources.</p>	<p>None</p>	<p>Add a Deputy Inspector; funded by escrow account (amount to be determined) to fund project oversight Per Public Works, escrow account will actually fund temporary personnel to provide office staffing, permanent personnel will perform project enforcement oversight. Building inspections will continue to be performed by building inspectors.</p>	<p>Public Works</p>
<p>10. Ensure full costs of repairing pavement is borne by applicant/developer</p>	<p>No C of O unless Public Works signs release form (31.52). Cash or surety bond required if corrections needed prior to release form (31.53) – cost + 20%.</p>	<p>Pavement Impact Fee. Revenues to be used for repair of affected area only.</p> <p>Current pavement Impact cost is \$40/truck axle/ mile. A typical estimate could be determined by combining the haul route with the estimated number of trucks to access the construction site. 40 loads to excavate, 10 concrete loads, and 10 miscellaneous at a site with a 1 mile haul route totals \$4,800 (round-trip)</p>	<p>Public Works</p>

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Issue	Existing Regulation/Practice	Committee Recommendation	Implementation Responsibility
11. Vehicle & equipment size limits and enforcement.	9 ton limit per axle (standard)	Maximum width, 8 feet, 3 inches; maximum loaded weight, 18,000 pounds per axle, 3 axle maximum; maximum length 30 feet; Number of trucks at site at any one time limited to 2; Prohibit tank trucks if they have metal spikes; Concrete trucks shall not add water until arrival at job site; all spills must be cleaned up by contractor.	Public Works
12. Ensure adequate signage for enforcement.	None	Post signs – vehicle & equipment size limits. Signs will facilitate enforcement.	Public Works
13. Construction hours – too lengthy, little respite.	8:00 a.m. – 7:00 p.m. M-Sat 10:00 a.m. – 7:00 p.m. Sun	8:00 a.m. – 6:00 p.m. M-Sat No Sundays or holidays (defined as holidays recognized by City). Limit haul trucks to 8:30 a.m – 2:00 p.m. Shorter hauling hours will extend the number of days that hauling will be required; Deputy inspector should be required to be available during these hours.	Police
14. Street closure notices	Courtesy 24-hour notice.	Require 48-hour notice with blanket mailings to SW Hills mailing list, plus posting as approved by Public Works. Street closures limited to 8:30 a.m. to 2:00 p.m.	Public Works

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Issue	Existing Regulation/Practice	Committee Recommendation	Implementation Responsibility
<p>15. Construction parking – trucks, equipment, workers</p>	<p>Administrative requirement that workers park off-site and be transported to site no earlier than 8:00 a.m.</p>	<p>"No Parking" or "Restricted Parking" signs to be posted in selected areas per survey to be conducted by Public Works and Police. Double fines in construction zones within 100 feet, either side of construction site.</p>	<p>Public Works</p>
<p>16. Construction material storage; Increase fee based on amount of space; require area cleared on site for materials.</p>	<p>Encroachment permit required to deliver/store construction materials in public ROW.</p>	<p>Maximum area for encroachment, 10'x20'; city must post "Temporary No Parking" signs where encroachments are permitted; charge a fee of \$2.00/sq. ft./month, with a minimum of \$400. Allowed encroachment area should be painted on street.</p>	<p>Public Works</p>
<p>17. Ensure all street and pavement repairs are complete prior to Certificate of Occupancy</p>	<p>Checklist does not cover all issues.</p>	<p>Checklist prior to occupancy; Add to checklist so that no C of O or Temporary C of O can be issued unless street is restored to satisfaction of City. All fines must be paid prior to the issuance of a C of O.</p>	<p>Planning & Building revises checklist; Public Works will check off.</p>

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Issue	Existing Regulation/Practice	Committee Recommendation	Implementation Responsibility
<p>18. Equipment, Traffic Control and working zone within the City Right-of-Way</p>	<p>Case-by-case on encroachment permits</p>	<p>Expand requirements of encroachment permits to include:</p> <ol style="list-style-type: none"> 1. Temporary office fronting construction; 2. Roadway clearance of 16 feet at all times; 3. No more than two trucks and one piece of equipment shall be in the public street at any one time; 4. Small equipment and trash bins shall be moved and adjusted in a such a manner to allow trucks and large equipment to maintain the required roadway clearance at all times; 5. Delivery of materials or equipment will maintain the roadway clearance and be handled as follows: <ol style="list-style-type: none"> a. Lumber will be "roll off" style delivery; b. Delivery equipment will be "manned" at all times – or parked in such a way to maintain roadway clearance; c. Staging materials in front of job site will allow for the required roadway clearance; d. Where feasible, cantilevered decks should be used for storage of construction materials. e. Temporary bins (low boy) will be "roll off" style 	

		<p>(Athens);</p> <p>f. Sandbags will be placed in an area where it will be effective in controlling runoff.</p> <p>6. At any time there is equipment or trucks at the job site which occupies the public roadway; there will be at least two (2) flagmen for traffic control purposes, one at locations specified by Public Works.</p>	
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Duration of Construction Activity

Prolonged construction activity on a single project can exacerbate the impacts on the adjacent neighborhood. The Building Code regulates the duration of a building permit to reduce this possibility.

All cities adopt the State Building Code, with some limited opportunity for local amendments. The State Building Code limits the duration of a permit to one year after the date of the last inspection; however, the overall length of the construction activity is not specified, meaning that construction activity on a project could continue for an indeterminate length of time as long as one successful inspection is completed.

Local amendments to the Building Code places a limit on the duration of a permit to 18 months, with two (2) 180-day extensions possible with the approval of the Building Official. Thus, the overall construction period would be limited to 2 ½ years.

Enforcement

Enforcement is critical to the success of the recommendations contained in this report. The purpose of enforcement is to ensure compliance with all city ordinances and regulations, building codes, and administrative procedures.

Concerns were expressed by committee members regarding the enforcement of regulations and procedures, given that several departments oversee different components of construction activity. These concerns highlight the need for clarifying the internal structure for coordinating the response to complaints, and providing citizens with an easy-to-understand complaint procedure.

Department responsibilities for construction activity are outlined below:

- Planning & Building:
 - Building and Zoning Code enforcement; both codes apply only to private property.
 - Perform plan checks of construction drawings for conformance with the Building Code;
 - coordinate issuance of building permits pending sign-off by others, including Public Works and Fire;
 - perform inspections of structures during construction pursuant to Building Code requirements, and issues "Correction Notices" as needed;
 - Coordinate investigation of code violation complaints.

- Public Works
 - Oversees activity within the public rights-of-way, and issues tree permits on private property.
 - Issues and enforces encroachment permits;
 - Reviews, approves and monitors construction staging plans;
 - Reviews and approves plans for street, drainage and sewer improvements and connections;
 - Reviews and approves temporary street closure plans.

- Police
 - Traffic enforcement;
 - Parking enforcement;
 - Respond to after-hour complaints (e.g., construction hours, noise).

- Fire
 - Ensure that fire equipment access is maintained at all times.

Consistent with recommendation #8 above, the Code Enforcement phone line (626-403-7225) will serve as the single "point of entry" for citizens to report suspected violations during business hours. The Community Improvement Coordinator will operate as the "traffic cop" for routing the complaint to the appropriate department for investigation and determination of whether a violation exists. The investigating department will report back to the Community Improvement Coordinator, who will initiate any appropriate enforcement actions should a violation exist and report back to the complaining party.

The Police Department will continue to respond to after hour complaints, and inform the Community Improvement Coordinator the next business day.

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ATTACHMENT 4
Updated SWM Hills
Construction Regulations, dated 2013

Memo

Date: October 16, 2013

To: City Council

From: Southwest Monterey Hills Committee

Re: Review of 2006 Southwest Hills Recommendations and Follow-Up
Recommendations

Background:

On May 16, 2012, the City Council approved reconstituting the Southwest Monterey Hills Citizen's Committee to meet for up to three times and to report back to the City Council on what it would take to implement the Committee's recommendations that were approved by the City Council in August, 2006.

All members of the original committee were able to serve except Tom Lim, who resigned during the 2006 process, and Richard Gerrish, who was unable to commit the time. The reconstituted Committee met three times: June 21st, July 18th, and August 29th.

Introduction

On May 16, 2012 the South Pasadena City Council unanimously "approved restructuring the Southwest Monterey Hills Citizen's Committee to meet...and report back to the City Council what it would take to IMPLEMENT [emphasis added] what was adopted by the City Council (18 recommendations)" The reconstituted committee has carefully reconsidered each of the earlier recommendations, and this report contains suggested modifications the committee believes will led to improved implementation of the earlier recommendations. However, the key to their IMPLEMENTATION is the creation of a structure to accomplish this by clearly defining who has the RESPONSIBILITY to see that each specific recommendation is, in fact, implemented and who will be held ACCOUNTABLE for the performance of that responsibility. Unless such a structure of specific responsibilities is established there can be no accountability and implementation will be partial, at best, and often inconsistent in specific instances.

Construction in the Southwest Hills area of South Pasadena is inherently different from residential construction elsewhere in the city. It almost always involves heavy equipment, significant earth removal, and grading. Unfortunately, the roads are very

narrow, fragile, and dilapidated. Thus, the need is for ordinances and their enforcement that balance not just the rights of the builders but, also, the rights of the residents who depend on the roads in order to live in this neighborhood. It is not sufficient to “patch” the roads after they have been damaged—that is the way they got in their present condition. The committee recommends that the strongest possible actions be taken to prevent damage from occurring due to know practices and conditions.

The single most important overall recommendation of the committee is that the funds collected via the proposed construction impact fee be used to contract with an appropriate outside firm to provide a deputy inspector to be present whenever heavy equipment is being brought in, or used, or removed from a building site, or grading is taking place, in this area. This person must have the authority to issue immediate stop work orders in cases where the inspector determines that the contractor is violating construction rules specifically for the Southwest Hills, as well as for the entire city.

We further recommend that any exemptions from these rules made by the Building Department or the South Pasadena Planning Commission must be reviewed by the City Attorney to determine if such exemptions violate city ordinances established by the City Council.

Detailed discussions of the committee’s original recommendations are presented below.

Recommendations:

1. Recommendation #3 (Establish “No Parking” zones and post signs) – The “No Parking” areas have been identified; signs will be posted once the locations are authorized by the City Council.
2. With regard to recommendation #4 (Investigate reducing speed limit to 15 mph), the Committee recommends implementation of posted speed limits be per the traffic study: Reduce to 20 mph on Peterson from Hill to Hanscom; to 15 mph on Peterson from Hanscom to Harriman; to 20 mph on Hanscom from Peterson to Illinois (north). All other segments remain at 25 mph.
3. With regard to recommendation #6 (Develop a Southwest Hills handbook to publicize the rules) the Committee recommends:
 - a. Reference to 20% slope in the Hillside Construction Staging Plan on page 6 be removed;
 - b. Language should be added to the handbook to clarify that “Super 10” haul trucks are not permitted;
 - c. Amend the South Pasadena Municipal Code to revise the size of construction vehicles to a maximum of 48,000 pounds gross vehicle weight (fully loaded) and a maximum 22’4” wheelbase;

- d. That a picture of the maximum dump truck size (Exhibit 1) be added to the handbook to replace the existing picture.
 - e. The Southwest Hills area should be notified that the handbook is available on-line, or that they can obtain a hard copy from the City Hall.
 - f. Rules on page 6 applying to construction-related vehicles should apply to all trucks, whether used for work that has a building permit or not;
 - g. The rule on page 6 prohibiting metal tracks/spikes should be expanded to include street pads. Only rubberized wheels are permitted.
 - h. Reference to the \$2.00/square foot construction encroachment permit fee should be added to the handbook.
4. With regard to recommendation #9 (deputy inspector), the Committee recommends that:
- a. This recommendation will be implemented when heavy vehicles are Working in, entering and or leaving the Southwest Hills, and during the early stages of the construction project (demolition, excavation, caisson drilling and insertion). A standard condition of approval should be added to all discretionary approvals and added as a requirement for encroachment permits, whereby the developer must notify the City of all activities requiring the presence of a deputy inspector and that failure to do so will result in a stop work order until the deputy inspector's presence can be scheduled. The Committee believes that this recommendation can be limited to the Southwest Hills, and does not need to be a citywide recommendation, because construction staging has to take place on the narrow streets and there is a lack of appropriate space in the area. An hourly charge shall be reimbursed to the city by the developer for the deputy inspector. The provisions shall also be added to the south west hills hand book.
 - b. Random spot checks should occur during the entire construction project to monitor for compliance with the Southwest Hills rules, and that continuous violations of these rules should result in fines, stop work order notices or revocation of permits.
5. With regard to recommendation #10 (Levy a pavement impact fee), the Committee recommends changing this to:
- a. City Council should authorize a nexus fee study to justify a fee for the impact of construction vehicles on the wear and tear of pavement; and,
 - b. Levy this one-time fee at the time a building permit is issued based on the best estimates of the number of haul trucks anticipated for this project, which in turn would be based on the amount of excavation that will be required for the project; and,
 - c. The Contractor shall be liable for any damage they do to the road over and above the pavement impact fee.

6. With regard to recommendation #12 (Adequate signage for enforcement) – The Committee recommends:
 - a. That R20A (CA) and R20D (CA) signs be installed at four locations: Hanscom/Hill, Peterson/Hill, Harriman/Hill, and Collis/Hill.
 - b. That a sign be posted on the construction fence, facing the street, stating that “CONSTRUCTION ACTIVITY IS RESTRICTED TO THE HOURS OF 8:30 AM TO 6:00 PM MONDAY THROUGH SATURDAY. NO EXCEPTIONS.” The sign shall be hard surface 36” by 48” and shall also include a phone number to call in the event violations are spotted. (Exhibit 2).
7. With regard to recommendation #14 (24-hour notice for street closures), the Committee revised this recommendation to require the posting of 48-inch by 48-inch signs at the entrances to the Southwest Hills 48 hours prior to the street closure, with the duration of the closure indicated on the sign. The previous recommendation required a mailed 24-hour notice, which was judged to be cumbersome and ineffective. This notice should apply to all street closures of in excess of 15 minutes in duration.
8. With regard to recommendation #16 (Encroachment permit for delivering or storing construction materials in the public right-of-way), the Committee recommends that the \$2.00/square foot construction encroachment fee be implemented, since the fee has already been included in the City’s adopted fee schedule. Further, this requirement should apply to all City-owned property, including paper streets, not just the roadway, and that the handbook be modified accordingly. Finally, dumpsters shall require the use of a protective barrier underneath (such as plywood) to protect the pavement.
9. With regard to recommendation #18 (several items regarding construction equipment, traffic control rules, and expanded encroachment permit requirements), the Committee recommends deleting the City Council’s requirement for unloading lumber by hand and reverting to the original Committee recommendation for roll off unloading of lumber. The Committee also recommends that additional conditions should be added regarding equipment and roll off dumpster deliveries to require proactive measures, such as plywood, to limit damage to streets and curbs, and that this be added to the handbook. The Athens contract should be amended to include the dumpster delivery recommendation.

Findings:

After reviewing the status of the recommendations, the Committee finds that the following recommendations have already been implemented:

1. Recommendation #1 (Amend Zoning Code to provide standards for third parking space) – This was completed with the adoption of Ordinance 2166 on December 3, 2007.
2. Recommendation #2 (Allow for overnight parking if off-street parking is inadequate) – This was completed with the adoption of Ordinance 2154 on March 7, 2007).
3. Recommendation #5 (Develop a public notice mailing list for public hearings comprising of the entire Southwest Hills)– This was completed administratively, the Committee confirmed that the mailing area is depicted on the map in the handbook.
4. Recommendation #7 Portion (Post active building permits on the City's web site) – This has been completed and is updated weekly.
5. Recommendation #8 (Have a single point of contact for code enforcement) – This was completed administratively and is included in the handbook. Planning & Building is the contact during business hours, and the Police Department after hours. Planning & Building will prepare a "cheat sheet" for the Police dispatchers.
6. Recommendation #11 (Limit construction vehicle size) – This was completed with the adoption of Ordinance 2155 on March 7, 2007, and revised with Ordinance 2179 on October 1, 2008.
7. Recommendation #13 (Limit construction hours to 8:00 a.m. to 6:00 p.m, Monday through Saturday; Limit construction vehicle operations from 9:00 a.m. to 2:00 p.m.) – This was completed with the adoption of Ordinance 2153 on March 7, 2007. The City Council changed the start times to 8:30 a.m.
8. Recommendation #15 - Portion (Post "No Parking" or "Restricted Parking" in selected areas) – These signs will be installed when the signs referenced in recommendation #3 are installed.
9. Recommendation #17 (No certificate of occupancy unless all street repairs have been made) – This has been completed administratively and is part of the sign off for final inspections.

In addition, the Committee finds the following recommendations are considered to be not workable:

1. Recommendation #7 Portion (Post tree permits on the City's web site) – This portion of the recommendation is not feasible because the work authorized by the tree permit is often exercised before the permit can be posted.
2. Recommendation #15 Portion (Double fines in construction zones)– This recommendation is not feasible because double fines can only be imposed on certain designated state highways per CVC 42010.

Exhibits:

1. Maximum Dump Truck Size
2. Sample – Construction Hours Sign

SOUTHWEST HILLS COMMITTEE

Original Recommendations and Committee Findings and Revised Recommendations

Original Recommendation	Committee Findings & Recommendations
1. Zoning Code - Guest Parking	Complete - Ordinance 2166 (Dec. 7, 2007)
2. Allow overnight parking if offstreet inadequate	Complete - Ordinance 2154 (March 7, 2007)
3. Establish "No Parking" zones	"No Parking" zones have been identified. Post signs once CC has approved
4. Investigate reducing speed to 15 mph	Traffic study did not support 15 mph for entire area. Reduce to 20 mph - Peterson, Hill to Hanscom and on Hanscom from Peterson to Illinois (north); Reduce to 15 mph - Peterson from Hanscom to Harriman; All others remain at 25 mph.
5. Develop SW Hills public notice mailing list	Complete
6. Develop SW Hills handbook to publicize rules	Completed. Committee recommends several revisions: Reference to 20% slope on page 6; add language to clarify that "Super 10" truck not permitted per recommendation 11; add picture of maximum dump truck size; inform SW hills residents of availability of handbook; clarify that rules pertaining to construction vehicle size applies to all trucks, regardless of whether a project has a building permit or not; Clarify that metal tracks, spikes and street pads not permitted, only rubberized wheels; add reference to \$2.00 encroachment fee. Add rules re: deputy inspector per Recommendation 9.
7. Post building and tree permits online	Building Permits - Complete; Tree Permits not feasible.
8. One point of contact for code enforcement	Complete - Planning & Building during business hours, Police for after hours.

Original Recommendation	Revised Recommendation
9. Developer funds "Deputy Inspector"	Will be implemented when heavy construction vehicles are working in, entering or leaving SW Hills and during early stages of construction (demolition, excavation, caisson drilling and insertion); standard condition of approval to all discretionary applications and added as a requirement for encroachment permits, whereby developer must notify the City of all activities requiring presence of a deputy inspector and that failure to do so will result in a stop work order until deputy inspector is present; SW Hills Committee believes this recommendation can be exclusive to SW Hills and does not need to be citywide because of narrow streets and lack of space for construction activities; Hourly charge shall be reimbursed to the City for the deputy inspector.
10. Levy a "Pavement Impact Fee."	City Attorney opinion that fee is not permitted. Committee recommends City Council should authorize a nexus study to justify a fee for the impact of construction vehicles on the wear and tear of pavement; levy this one-time fee at the time a building permit is issued based on the best estimates of the number of haul trucks anticipated for project, which in turn would be based on the amount of excavation that will be required; contractor shall be liable for any damage they do to the road over and above the pavement impact fee.
11. Limit construction vehicle size: Maximum width, 8'3"; maximum loaded weight, 16,000 lbs per axle, 4 axle maximum; maximum length, 30'; Number of trucks at siet at any one time limited to two; prohibit tanks tracks if they have metal spikes.	Complete - Ordinance 2166 (March 7, 2007); Revised - Ordinance 2179 (Oct. 14, 2008). Committee recommends amendment to SPMC to revise size of construction vehicles to a maximum of 48,000 pounds gross vehicle weight (fully loaded) and a maximum 22'4" wheelbase.
12. Adequate signage for enforcement.	R20A (CA) and R20D (CA) signs be installed at 4 locations: Hanscom/Hill; Peterson/Hill; Harriman/Hill; and Collils/Hill. A sign should also be posted on the fence of each construction site, state that "CONSTRUCTION ACTIVITY IS RESTRICTED TO THE HOURS OF 8:30 A.M. TO 6:00 P.M. MONDAY THROUGH SATURDAY, NO EXEPTIONS." The sign shall be hard surface 36" by 48" and shall also include a phone number to call in the event violations are spotted.

Original Recommendation	Revised Recommendation
13. Construction hours limited to 8:00 to 6:00 Monday to Saturday; construction vehicle hours limited to 9:00 to 2:00 Monday to Saturday.	Complete - Ordinance 2153 (March 7, 2007); City Council changed both start times to 8:30. Staff has raised issue of whether citywide hours should be different.
14. 24 hour mailed notice of street closures.	Require posting of 48" by 48" signs at the entrances of SW Hills 48 hours prior to the street closure, with the duration of the closure indicated on the sign. The previous recommendation required a mailed 24-hour notice, which was judged to be cumbersome and ineffective. This notice should apply to all street closures greater than 15 minutes.
15. Post "No Parking" or "Restricted Parking" in selected areas; double fines in construction zones.	Signs posted; double fines not feasible because California Vehicle Code limits double fines only to certain designated state highways.
16. Encroachment permit with fee for delivering or storing materials in public ROW; fee based on amount of space used.	Implement \$2.00/square foot fee ; Should apply to all city-owned properties, including paper streets, not just existing roadways, and SW Hills handbook should include this. Finally, dumpsters shall require the use of a protective barrier underneath (such as plywood) to protect the pavement.
17. No certificate of occupancy until street repairs are complete.	None

Original Recommendation	Revised Recommendation
<p>18. Expand encroachment permits to include temporary offices fronting construction; roadway clearance of 16 feet at all times; no more than two trucks and one piece of equipment in public street at each construction site at any one time; Small equipment and trash bins shall be moved and adjusted to allow trucks and large equipment to maintain required clearance; delivery of materials or equipment will maintain the required roadway clearance as follows: lumber will be "roll off" style delivery; delivery equipment will be "manned" at all times or parked to maintain roadway clearance; staging materials in front of job site will maintain required roadway clearance; temporary bins will be "roll off" style; place sandbags where they will be effective controlling erosion; two flagmen to be present to provide traffic control when trucks or equipment occupy roadway.</p>	<p>Retain original recommendations but clarify rule that only rubberized wheels are permitted; no metal tracks/spikes or street pads; protective measures (such as plywood) should be required for dumpster deliveries to limit damage to street and curb; SW Hills handbook should be revised to note these requirements; Athens contract should be revised to include this recommendation. Committee also recommends deleting City Council-added requirement that lumber be unloaded by hand.</p>

ATTACHMENT 5
Conditions of Approval,
2131 Hanscom Dr

EXHIBIT "B"
CONDITIONS OF APPROVAL
HILLSIDE DEVELOPMENT PERMIT
PROJECT NO. 1694-HDP, 2131 HANSCOM DRIVE

DEPARTMENT OF PLANNING AND BUILDING CONDITIONS

Planning Division Conditions

1. This condition was added at the request of the Planning Commission at its meeting of 7/27/15. Prior to submitting plans to the Building Division for Plan Check, provide the Planning Division with one additional elevation drawing of the side retaining wall to clarify its height.
2. This Hillside Development Permit is granted for the land and land use as described in the application and any attachments thereto, as shown on the development plans submitted to and approved by the Planning Commission on July 27, 2015. The project shall be built exactly as per the plans approved by the Planning Commission. Any changes to the approved plans shall be discussed with the Planning & Building department prior to such changes being made.
3. This Design Review and Hillside Development Permit and all rights hereunder shall terminate within twelve (12) months of the effective date of the Design Review and Hillside Development Permit unless otherwise conditioned and/or unless the use approved under the Design Review and Hillside Development Permit is commenced or an extension is granted based on a written request submitted to the Planning and Building Department prior to the expiration of the twelve month (12) period pursuant to Section 36.420 of the South Pasadena Municipal Code.
4. All other requirements of any law, ordinance, or regulation of the State of California, City of South Pasadena, and any other government entity shall be complied with.
5. Compliance with and execution of all conditions listed herein shall be necessary prior to obtaining any occupancy inspection clearance and/or prior to obtaining any occupancy clearance.
6. The applicant and each successor in interest to the property which is the subject of this project approval, shall defend, indemnify and hold harmless the City of South Pasadena and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council or City Planning Commission concerning this use.
7. The construction site and the surrounding area shall be kept free of all loose materials resembling trash and debris in excess of that material used for immediate construction purposes. Such excess may include, but is not limited to: the accumulation of debris, garbage, lumber, scrap metal, concrete, asphalt, piles of earth, salvage materials, abandoned or discarded furniture, appliances or other household fixtures.
8. Prior to commencing any construction activity, the owner-builder/contractor is required to install a sign displaying the City's construction hours. The sign shall be continually placed prominently at the primary entrance to the work site so that they are clearly visible

to the public and to all employees, contractors, subcontractors and all other persons performing work at the site, so long as construction activity is occurring. The sign shall contain the language and formatting as shown on Page 6 of the Southwest Monterey Hills Construction booklet available in the Planning and Building Department at South Pasadena City Hall. The sign shall be made of durable, weather-resistant material. The size of the sign shall be a minimum of 24" x 36" in size.

9. In order to ensure safe traffic flow on the steep, narrow streets of the Southwest Monterey Hills neighborhood and to protect the street surfaces, the construction phases of the project are limited to the following size, type, and number of construction-related vehicles:
 - a) Maximum width shall not exceed 8 feet, 3 inches
 - b) Maximum wheelbase shall not to exceed 224 inches
 - c) Maximum loaded weight shall not to exceed 16,000 pounds per axle, with a maximum of 3 axles (with the exception of a concrete truck, which can have a fourth "drop-down" axle when carrying a load;
 - d) Super-10 trucks are not permitted;
 - e) The maximum gross vehicle weight (fully loaded) is 48,000 pounds; and
 - f) Metal tracks, spikes and street pads are prohibited (only rubberized wheels and tracks) are allowed.
 - g) Construction-related vehicles can only operate on the streets in the SW Hills area between 8:30am and 2:00pm as required per South Pasadena Municipal Code Section 19A.13.
 - h) A maximum of two (2) construction-related vehicles are allowed at a single site at any time (this means two commercially-licensed vehicles. It does not include pickup trucks or passenger cars).
10. Construction activity at the project site is restricted to the hours of 8:00AM to 7:00 PM Monday through Friday, 9:00AM to 7:00 PM Saturday, and 10:00AM to 6:00PM Sunday.
11. Approval by the Planning Commission does not constitute a building permit or authorization to begin any construction. An appropriate permit issued by the South Pasadena Building Division must be obtained prior to construction, enlargement, relocation, conversion or demolition of any building or structure on any of the properties involved with the Hillside Development Permit.
12. Electrical, telephone and cable television lines that will serve the residence shall be routed underground and designed so as to conform to the provisions of the Building Code and any other applicable codes.
13. During construction, the clearing, grading, earth moving, or excavation operations that cause excessive fugitive dust emissions shall be controlled by regular water or other dust preventive measures.

Building Division Conditions

13. The initial plan check fee will cover the initial plan check and one recheck **only**. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.
14. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
15. School Developmental Fees shall be paid to the School District prior to the issuance of the building permit.
16. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
17. Park Impact Fee shall be paid at the time of building permit issuance.
18. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
19. A geotechnical and soils investigation report is required which specifically addresses liquefaction potential, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a. Observation of cleared areas and benches prepared to receive fill;
 - b. Observation of the removal of all unsuitable soils and other materials;
 - c. The approval of soils to be used as fill material;
 - d. Inspection of compaction and placement of fill;
 - e. The testing of compacted fills; and
 - f. The inspection of review of drainage devices.
20. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.
21. Prior to permit issuance the pdf copy of the soils report shall be provided by the applicant
22. Where the slope of natural grade is equal to or in excess of twenty percent (20%) at any point in-between the setback dimensions specified in appendix J108 of the current Building Code for any proposed structure on site, the applicant shall reimburse the City for all costs incurred to have the project soils report evaluated by an independent, third-party, peer-level soils and /or geological engineer.

23. Building and grading plans shall not be submitted for review until the soils report has been reviewed and approved by an independent, third-party, peer-level soils and /or geological engineer. Approval letter shall be copied on the first sheet of building and grading plans at the time of submittal for plan review.
24. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
25. The faces of cut and fill slopes shall be prepared and maintained to control erosion. This control shall consist of effective planting, erosion control blankets, soil stabilizers or other means as approved by the Building Official.
26. Development projects involving construction of a single-family home on a hillside are required to comply with the requirements in the Los Angeles County LID Standards Manual. Additionally, these types of projects must implement the following measures:
 - a) Conserve natural areas;
 - b) Protect slopes and channels;
 - c) Provide storm drain system stenciling and signage;
27. Projects shall comply with the requirements of the NPDES (NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM) prior to issuance of a Demolition, Grading & Building permit. These include requirements for sediment control, erosion control, and construction activities control to be implemented on the project site.
28. The building permit will not be issued until the property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California.
29. Foundation inspection will not be made until the excavation has been surveyed and the depth and location of the footings has been determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
30. The project shall comply with the CALGreen Residential requirements.
31. Separate plan review and permit is required for each detached retaining wall.
32. South Coast Air Quality Management District must be contacted prior to any demolition or renovation. Call (909) 396-2000 for further information. Failure to comply with the provisions of Rule 1403 may result in a penalty of up to \$25,000 per day.

33. A permit from CAL-OSHA shall be obtained prior to issuance of the building permit for construction of trenches or excavations greater than five feet in depth; the construction of any building, structure, scaffolding or falsework more than three stories or 36 feet in height; or the demolition of any building or structure, or the dismantling of scaffolding or falsework, more than three stories or 36 feet in height.

Public Works Department Conditions

34. Applicant shall pay for the outside consultant fees incurred to review the public improvement plans during plan check and to inspect the public infrastructure improvements related to the project.
35. Comply with all plan check corrections, revisions and conditions.
36. Replace all broken, damaged, or out-of-grade sidewalk, curb and gutter, painted curb markings, signs, asphalt/concrete damaged or disturbed during construction to the satisfaction of the City Engineer. Applicant shall document existing condition of the roadway, curbs, retaining wall, and other features in the public right-of-way prior to the start of construction. Applicant shall provide copies of photographs and/or video recordings of documented conditions to the City prior to the start of construction.
37. Per City Municipal Code, Section 23.14, provide the necessary BMP measures and the SUSMP package for construction and post-construction phases. Applicant must comply with requirements of the City's Low Impact Development (LID) Ordinance (Ord. No. 2283).
38. Provide a Drainage/ Hydrology Study that shows how much differential run-off water the project will contribute to Hanscom Drive. Based on the hydrology report, the applicant will be required to prepare a drainage improvement plan to mitigate the project's impact to the drainage on Hanscom Drive. The proposed drainage improvement plan must be approved by the Public Works Department prior to the issuance of any grading and building permits. Applicant shall also prepare an LID plan as required by the LID Ordinance.
39. Applicant shall provide a labor and materials bond and a performance bond based on 1 1/2 times the estimated value of the proposed improvements in the public right-of-way prior to the issuance of a grading permit. The applicant's civil engineer shall prepare the construction cost estimate to be reviewed and approved by the City Engineer.
40. The applicant shall provide a detailed grading/drainage plan prepared by a licensed Civil Engineer and signed and stamped by the Civil Engineer and the project Geotechnical Engineer.
41. Provide a covenant for construction of the proposed retaining wall and grading within the public right of way.
42. Any temporary grading within the public right-of-way shall be restored and landscaped to the satisfaction of the Public Works Department upon completion of final grading.
43. The applicant shall submit street improvement plans prepared by a Registered Civil Engineer. The applicant shall remove a minimum of 1 1/2" of existing asphalt and the

underlying Petromat, from edge of gutter to edge of gutter, fronting the property and replace in kind, including restoration of any disturbed striping, markings and pavement markers. Any portion of the existing retaining wall disturbed during construction shall be replaced in kind or modified to the satisfaction of the City.

44. Show the location of all utilities within the public right-of-way in front of the subject property, including franchise utilities. Show the location of existing power poles and any proposed relocations.
45. In addition to the LA County Sanitation District sewer connection fee listed under the Building Department Conditions, applicant shall also pay applicable water and sewer connection charges to the City.
46. Show all existing trees, including size and species, and indicate their disposition on the plans. If any trees are to be removed, per City Ordinance No. 2126, amendment of Section 4.3 of the City Municipal Code, file a tree removal permit application and provide a tree plan. See Section 34.5 of the Municipal Code for the required information and process.

Southwest Monterey Hills Construction Conditions- Applicant shall comply with all requirements of the latest Southwest Monterey Hills Construction Guidelines (Guidelines), including but not limited to the following:

47. The applicant shall provide a haul route and Hillside Construction Staging Plan for review and approval to the Public Works Department prior to issuance of permits. The Hillside Construction Staging Plan shall contain all of the information required in the Guidelines.
48. A project sign 24" x 36" shall be posted at the entrance to the site containing information required by the Guidelines.
49. Construction hours shall be limited to 8am – 7pm Mondays thru Fridays, 9am – 7pm on Saturdays, and 10am – 6pm on Sundays.
50. Street closures are only allowed between 8:30 am and 2:00 pm. Whenever there will be a street closure exceeding thirty minutes in duration, the applicant shall provide written notification about the street closure to all residents within the Southwest Hills area at least 48 hours prior to the street closure.
51. Two lanes of traffic shall be maintained at all times, unless City has been notified of a roadway closure. Any time there is equipment, vehicles or materials which occupy the roadway and sufficient clearance to allow two-way traffic is not available, at least two flagmen shall be required for traffic control purposes. The Public Works Department may approve posting of temporary 'No Parking' signage as deemed necessary directly in front of and across the street from the project to facilitate deliveries and traffic.
52. Construction-related vehicles shall meet the size, weight, type and number requirements listed in the Guidelines. Construction-related vehicles may only operate between 8:30am and 2pm in the Southwest Hills. All construction equipment within the roadway shall be rubber tired, with a maximum weight of 16,000 lbs. per axle, 3 axle maximum, and

maximum wheelbase length of 224". There shall be no more than two trucks and one piece of equipment in the public right-of-way at any given time.

53. Delivery equipment shall be manned at all times, or parked in such a way to maintain required minimum roadway clearances.
54. Any storage or occupation of the public right-of-way shall be subject to an encroachment permit and the monthly encroachment fee.
55. Where feasible, cantilevered decks should be used for storage of construction material.
56. Temporary dumpster bins (low boy) will be "roll off" style provided by Athens. Dumpsters placed on the roadway shall require a protective barrier underneath (such as plywood) to protect the pavement.

In order to gain the applicant's full compliance with the Conditions of Approval herein and all applicable laws, the applicant shall make a deposit of \$12,000 to the City's Public Works Department to cover the hourly costs of a Deputy Inspector prior to any demolition, grading, or any type of construction (whether onsite or offsite). The applicant shall be required to make additional deposits in \$6,000 increments whenever the deposit account balance drops below \$6,000. Any funds not used for the Deputy Inspector upon issuance of a Certificate of Occupancy will be returned to the applicant.

Applicant must notify the City of all activities requiring the presence of a Deputy Inspector a minimum of 24 hours in advance of planned activities. The City's Public Works Department will appoint a Deputy Inspector.

The Public Works Director may call for the Deputy Inspector to make frequent unannounced spot checks to ensure that the applicant adheres to the the conditions of approval and all applicable laws. If the Deputy Inspector discovers that the applicant has repeatedly violated the conditions of approval and/or any applicable laws, the Public Works Director may call for increased compliance monitoring.

Fire Department Conditions

57. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). (CFC 505.1)
58. Special Provisions related to Roof Types.
Notwithstanding anything else in this code, or any other code incorporated, herein, by reference any new roof shall be of Class "A" roof material and noted as a Class "A" roof assembly. When requested, the occupant/ owner may need to provide a listing service from the California State Fire Marshal's office to support such roofing assembly rating or class. (14.4 SPMC)

Exception: Any re-roofing shall provide Class A roof material or Class "A" roof assembly for the entire roof when the aggregated re-roofing for the same building during any consecutive twelve months exceeds fifty percent of the square foot area of the existing roof.

59. Each chimney in conjunction with any fireplace or heating appliance in which solid or liquid fuel is used shall be maintained with an approved spark arrestor having openings not larger than one-half inch and constructed of iron, heavy wire mesh or other noncombustible material. (SPMC section 603.6.6)
60. (CFC 903.2) Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.
61. (CFC 903.2.8) Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.
Exceptions:
 62. Existing Group R-3 occupancies converted to Group R-3.1 occupancies not housing bedridden clients, not housing non ambulatory clients above the first floor, and not housing clients above the second floor.
 63. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 425.8.3.3 of the California Building Code.
 64. Pursuant to Health and Safety Code Section 13113 occupancies housing ambulatory children only, none of whom are mentally ill or mentally retarded, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and buildings or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
 65. Pursuant to Health and Safety Code Section 13143.6 occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).
 66. When not used in accordance with Section 504.2 or 506.3 of the California Building Code an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.
 67. An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.
 68. (CFC 903.3) Installation requirements. Automatic sprinkler systems shall be designed and installed in accordance with Sections 903.3.1 through 903.3.7.

SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

69. CFC B105.1 One- and two-family dwellings. The minimum fire-flow requirements for one- and two-family dwellings having a fire-flow calculation area which does not exceed 3,600 square feet (344.5 m²) shall be 1,000 gallons per minute (3785.4 L/min). Fire-flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,600 square feet (344.5 m²) shall not be less than that specified in Table B105.1.
70. Exception: A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.
71. CFC 507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.
72. CFC 507.2 Type of water supply. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow.
73. CFC 507.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method or Appendix B.
74. CFC 507.4 Water supply test. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system.
75. CFC 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Appendix Cor by an approved method.

SMOKE ALARMS

76. Groups R-2, R-2.1, R-3, R-3.1 and R-4. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-2.1, R-3, R-3.1 and R-4 regardless of occupant load at all of the following locations:
77. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
78. In each room used for sleeping purposes.

Exception: Single- or multiple-station smoke alarms in Group I-1 shall not be required where smoke detectors are provided in the sleeping rooms as part of an automatic smoke detection system. (CFC 907.2.11.2)
79. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
80. In a Group R-3.1 occupancy, in addition to the above, smoke alarms shall be provided throughout the habitable areas of the dwelling unit except kitchens.

81. Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit or sleeping unit in Group R-1, R-2, R-3, R-3.1 or R-4, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed. (CFC 907.2.11.3)
82. Power source. In new construction and in newly classified Group R-3.1 occupancies, required smoke alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery back-up shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over current protection.
83. Exception: Smoke alarms are not required to be equipped with battery backup where they are connected to an emergency electrical system. (CFC 907.2.11.4)
84. (CBC 420.4.1) Carbon monoxide alarms. For new construction, an approved carbon monoxide alarm shall be installed in dwelling units and in sleeping units within which fuel-burning appliances are installed; and in dwelling units that have attached garages.
85. (CBC 420.4.1.1) Power supply. For new construction, required carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery back-up. Alarm wiring shall be directly connected to the permanent building wiring without a disconnecting switch other than as required for over current protection.

Exceptions:

86. In dwelling units where there is no commercial power supply, the carbon monoxide alarm may be solely battery operated.
87. In existing dwelling units, a carbon monoxide alarm is permitted to be solely battery operated where repairs or alterations do not result in the removal of wall and ceiling finishes or there is no access by means of attic, basement or crawl space.
88. Other power sources recognized for use by NFPA 720.
89. (CBC 420.4.1.2) Interconnection. Where more than one carbon monoxide alarm is required to be installed within the dwelling unit or within a sleeping unit, the alarm shall be interconnected in a manner that activation of one alarm shall activate all of the alarms in the individual unit.
90. Exception: Interconnection is not required in existing dwelling units or within sleeping units where repairs do not result in the removal of wall and ceiling finishes, there is no access by means of attic, basement or crawl space, and no previous method for interconnection existed.

Wild land Urban Interface Requirements;

91. This residence is in the City of South Pasadena High Fire Severity Zone. Please note the following Wild land Urban Interface Fire Requirements;

92. 504.2 Roof coverings- Class A only. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eaves ends shall be fire stopped to preclude entry of flames or embers.
- Eaves and soffits shall be protected on the exposed underside by materials approved for a minimum 1 hour fire resistance rated construction, 2 inch nominal dimension lumber or 1 inch nominal fire-retardant treated lumber or ¾ inch nominal fire retardant treated plywood, identified for exterior use.
93. Attic ventilation openings, foundation or other ventilation openings shall not exceed 144 square inches each. Such vents shall be covered with noncombustible corrosion resistant mesh with openings not to exceed ¼ inch or shall be designed to prevent flame or ember penetration into structure.
94. Attic ventilation openings shall not be located in soffits, eave overhangs, between rafters at eaves or in overhang areas. Gable end or dormer vents shall be located at least 10 feet from property lines. (Also See 504.11 Detached accessory structures).
95. Defensible space requirement per section 603.2 and Table 603.2 is 100 feet. Nonfire-resistive vegetation or growth shall be kept clear of buildings or structures in a manner as to provide a clear area for fire suppression operations.
96. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum horizontal clearance of 10 feet. Tree Crowns within defensible space shall be pruned to remove limbs located less than 6 feet above the ground surface adjacent to the trees. Portions of tree crowns that extend within 10 feet of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet. Deadwood and litter shall be regularly removed from trees.
97. Buildings under construction shall meet the conditions of "Chapter 14- Fire Safety During Construction and Demolition" of the 2013 California Fire Code. Structures under construction, alteration or demolition, shall be provided with not less than one 2A10BC fire extinguisher as follows:
98. At each stairway on all floor levels where combustible materials have accumulated.
99. Where special hazards exist including but not limited to and the storage and use of combustible and flammable liquids.

ATTACHMENT 6
Planning Commission
Minutes, dated July 27, 2015



2

**2131 Hanscom Drive (Hillside Development Permit/Design Review-
New Single Family Residence)**

Senior Planner, John Mayer presented his staff report, regarding a proposal to build an 1,800 square foot home at 2131 Hanscom Drive. Mr. Mayer reviewed the details of the project. Mr. Mayer noted that specific regulations are associated with this property, since it is located in the Southwest Monterey Hills area of the city. Mr. Mayer pointed out that staff met with the applicant to review the conditions of approval, but the applicant was opposed to condition 8-G (restricts hours of operation – construction vehicles), condition 43 (re-pave asphalt in front of the property, and condition 50 (48 hour advance public street closure notification). Mr. Mayer noted that staff recommended approval of the project without changes to the conditions of approval.

Chair Morrish declared the public hearing open. Mr. Milad Oueijan, project architect displayed a rendering and explained why he did not agree with the aforementioned conditions of approval. He also referenced a deputy inspector requirement. Mr. Oueijan noted that the construction trucks will enter and exit through the staging area; therefore, they will not block the street in front of the house, alleviating the need to repave the street. Mr. Oueijan did not agree with the hours of operation for construction trucks. He responded to Commissioner George's questions about property lines in relationship to retaining walls.

Seeing that there were no speakers in favor of or in opposition to the project. Chair Morrish requested staff address Mr. Milad's concerns, regarding construction hours for trucks.

Mr. Mayer noted that the construction hours for concrete/hauling trucks are regulated by the Municipal Code; therefore, the Planning Commission cannot change them. He discussed the relationship between regular city-wide construction and restricted hours for the operation of construction-related vehicles. Mr. Mayer noted that concrete/hauling trucks cannot be on the road after 2:30 p.m. due to school children walking home and the narrow/winded roads, but onsite Construction can occur until 6:00 p.m.

Mr. Wayne Brosman, the property owner's attorney, noted that the architect's presentation was sufficient; therefore he did not have anything additional to say.

Chair Morrish declared the public hearing closed.

Commissioner George asked staff to clarify whether a deputy inspector is required for this project. Mr. Mayer said that the Southwest Monterey Hills Construction regulations require a \$12,000 deposit to the City's Public Works Department for a Deputy Inspector whenever a staging plan is

	<p>required in the area. Since this project requires a staging plan, a deputy inspector will be required.</p> <p>After considering the staff report and draft resolution, a motion was made by Comm. George, seconded by Comm. Tom to approve the project, including a condition that the applicant provides an additional elevation drawing of the side retaining wall for the purpose of clarifying its height.</p> <p>The motion carried 4-0. Resolution (15-19)</p>
<p>3</p>	<p>700 La Portada (Conditional Use Permit Modification - Telecom)</p> <p>Assistant Planner, Knarik Vizcarra presented her staff report, regarding approval for a Conditional Use Permit Modification to an existing Sprint telecommunications facility. Ms. Vizcarra reviewed the details of the project. Ms. Vizcarra noted that staff received one comment from a resident expressing their concerns about constant/excessive noise emanating from the existing telecommunications facility. Staff is looking into the matter and considering designating it as a code enforcement case. Ms. Vizcarra pointed out that condition 26 should be removed, since it was erroneously included in the staff report. At the conclusion of her staff report, Chair Morrish inquired about an interference test, since the City's equipment is on the same water tower. Comm. George discussed discrepancies regarding the plans with the applicant.</p> <p>Comm. George asked for elevation drawing of the property line wall to clarify retaining wall heights.</p> <p>Chair Morrish opened the public hearing. Maree Hoeger, Sprint representative, noted that Sprint is proposing a minor modification to the existing facility to complete necessary upgrades, because of a greater need for speed and efficiency. Ms. Hoeger noted that the excessive noise reported by a resident was not from Sprint's equipment.</p> <p>Hugh Hemington, 712 La Portada expressed his concerns regarding the constant noise emanating from the water tower, due to telecommunications equipment.</p> <p>Seeing that there were no other speakers in favor of or in opposition to this item, Chair Morrish declared the public hearing closed.</p> <p>Comm. Davis noted that he also has heard the same noise coming from the water tower. Comm. George thanked Mr. Hemington for his comments. The Commission noted that they will inquire about the noise level for future projects, regarding cell phone towers.</p> <p>After considering the staff report and draft resolution, a motion was made by Comm. Davis, seconded by Comm. Tom to approve the project as submitted</p>

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ATTACHMENT 7
Planning Commission Staff Report
for 2131 Hanscom Dr., dated July 27, 2015

PLANNING COMMISSION STAFF REPORT

Kristin Morrish, Chair
Steven Dahl, Vice-Chair
Evan Davis, Commissioner
Anthony R. George, Commissioner
Richard Tom, Commissioner

David G. Watkins, AICP, Director
Holly O. Whatley, Assistant City Attorney

AGENDA DATE: July 27, 2015

TO: Chair and Members of the Planning Commission

VIA: David G. Watkins, AICP, Director of Planning and Building 

FROM: John Mayer, Senior Planner 

SUBJECT: Hillside Development Permit and Design Review
Project No. 1694-HDP (New House)
2131 Hanscom Drive

APPLICANT: MILAD B. OUEIJAN (PROJECT ARCHITECT)

REQUESTED ACTION: A REQUEST TO BUILD A NEW 1,800 S.F. MODERN
STYLE HOME ON AN UP-SLOPE LOT LOCATED AT 2131
HANSCOM DRIVE

RECOMMENDATION: ADOPT RESOLUTION NO. 15-__ ADOPTING THE
NEGATIVE DECLARATION AND APPROVING DESIGN
REVIEW AND HILLSIDE DEVELOPMENT PERMIT
(PROJECT NO. 1694-HDP)

REFERENCES

GENERAL PLAN: LOW DENSITY RESIDENTIAL

ZONING: RESIDENTIAL LOW DENSITY (RS)

CODE SECTIONS: SECTIONS 36.310.040 Table 3-6; 36.340.040; AND 36.410.065

CEQA: NEGATIVE DECLARATION

BACKGROUND

- 02-20-14 The applicant, Milad Oueijan (for Nicole A. Brosman) submitted applications for Design Review, Hillside Development Permit, and Environmental Assessment to build a new 1,800 square foot homes at 2131 Hanscom Drive.
- 03-19-14 The application packet was deemed incomplete due to some conflicts with Zoning standards, clarifications needed on the plans, and additional information.
- 05-27-15 The application package was deemed complete.
- 06-02-15 Post cards advertising the June 22 public hearing were mailed to all property owners and residents of the Southwest Monterey Hills area of the City

Pursuant to CEQA Section 15300 et seq., an Initial Study/Negative Declaration was filed with Los Angeles County Registrar-Recorder's Office and all applicable agencies.

The public hearing notice was published in the South Pasadena Review advertising the June 22, 2015 Planning Commission hearing.
- 06-22-15 Staff requested that the Planning Commission continue the application to the July 27, 2015 meeting so that the applicant would have adequate time to review the proposed conditions of approval for the project.
- 07-20-15 At printing time of this report, Staff received no comments about the project either verbally, or in writing.

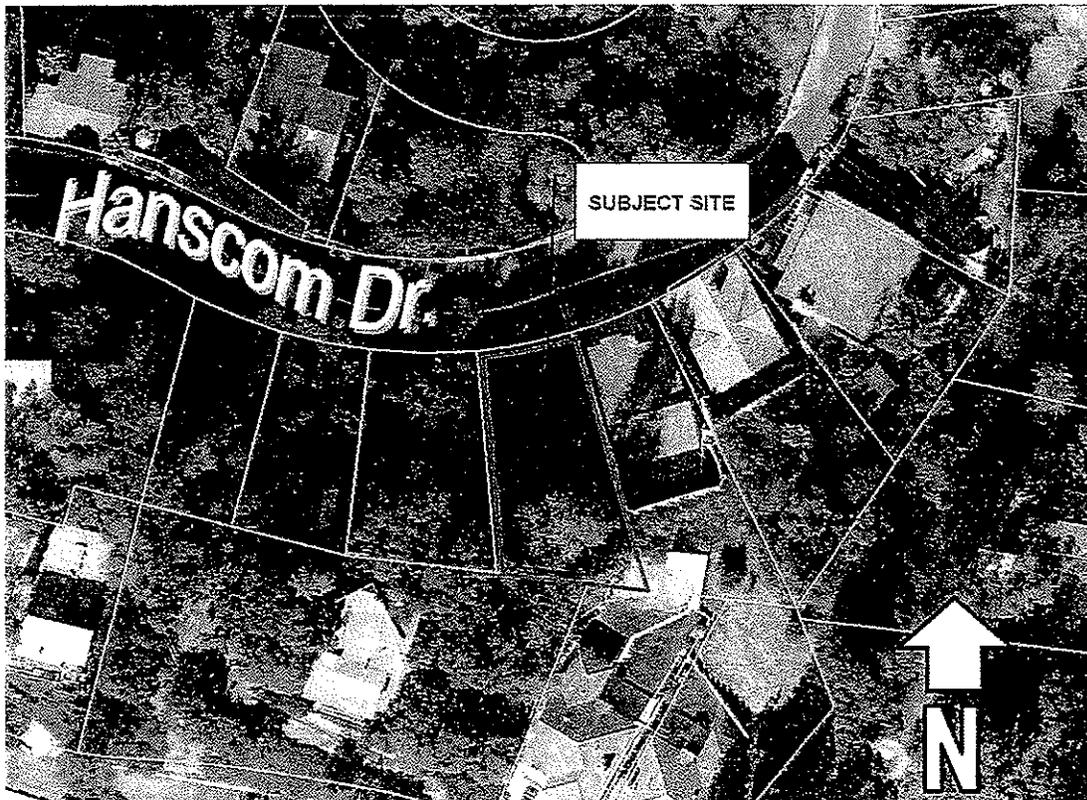
SITE AND PROJECT DESCRIPTION

1. The Site

The subject site is a 5,430 square foot undeveloped lot on a north-facing slope in the Southwest Monterey Hills area of the City. The property is located on Hanscom Drive, just west of its intersection with Peterson Avenue. Properties surrounding the subject site are developed with single family homes except for three undeveloped lots adjacent to the west (2121-2127 Hanscom Drive). The City widened and improved this section of Hanscom Drive in 2010. Improvements included curb, gutters, and retaining walls. However, there is still an additional 10 to 12 feet of street right-of-way (between existing edge of pavement and the front lot line) that was not graded and improved.

The lot is roughly rectangular in shape. The dimensions are 95 to 115 feet in length and 42 to 60 feet in width. The site's natural slope ascends up from the paved street approximately 10 to 12 feet to the front property line. The lot then ascends up an additional 25 feet to where there is a break in the slope. There is a steeper grade at that point, which continues on towards the rear property line above. Vegetation on the lot consists of chaparral, large native shrubs and poison oak. The topographic map and aerial photos of the site indicates a 24 inch tree and a 12 inch tree at the top of the hill.

Figure 1. Aerial View of the Subject Site



2. The Project

The applicant is proposing to build a 1,800 square foot single family home on the 5,430 s.f. undeveloped lot. The home would have a lower, middle, and a top level. The lower level consists of a 2-car garage which is 500 s.f. in area. The ground level (100 s.f.) also includes a storage room and a stairway that provides access to the upper levels. The middle level (800 s.f.) contains a living room, dining area, kitchen, office and half bathroom. The top level (has three bedrooms, three bathrooms, and laundry room.

The building's form appears to step up the hillside as each level recesses further back from the lower levels. The spaces in between each level serve as deck spaces for outdoor use. The façade's massing is further broken up with a combination of exterior materials including: cement plaster walls, elements of engineered wood siding, and travertine marble tiles. Balcony railings would be made of 14 inch tempered glass with painted metal support

structures. The home would have a flat roof. One unique feature of the home is a tower with rounded walls that surround the interior staircase. All windows and sliding doors are aluminum framed. The details of the tempered glass and window frames may be found on Sheet A04. New retaining walls will be needed to hold back the earth around the home. The retaining walls would be terraced back so that each wall conforms to the Zoning Code's six foot height limit.

The Landscape Plan (Sheet L01) calls for a combination of stamped concrete for the driveway and St. Augustine Lawn grass within the ten foot front yard setback. The architect has provided a guest space next to the garage and perpendicular to the street. From the guest space, a decorative gate, made of engineered wood and tempered glass, provides access to a small stairway that leads up to the home's main entrance. A similar gate on the other side of the house opens on to a small trash enclosure. A mid level deck provides access to steps within the side yard that lead to the rear yard area where there is a 20 foot setback between the rear wall of the house and a series of retaining walls. Space between the retaining walls would be planted with various shrubs and flowering plants. Space between the house and the lower retaining walls will be planted with fruit trees.

Construction is expected to last 12 months upon completion of eight phases. Phase 1 involves the initial excavation and grading of the hillside which a large portion occurs within the Hanscom Drive public right-of-way. This will be the construction staging area (approximately 55' x 28') and used for construction vehicles, materials, and parking. Phases 2 - 5 would consist of caisson construction and the excavation of the upper, middle, and lower tiers of the hillside. Phases 6-8 involve the construction of the home.

ZONING CODE CONSIDERATIONS AND ANALYSIS

1. General Plan

The South Pasadena General Plan (Section 2.5G) outlines the Goals and Policies for Hillside Development as follows:

Goal 19: To ensure that new development within the hillside areas of South Pasadena does not adversely impact the character of the city.

The proposed project would not adversely impact the character of the City for the following reasons:

- a. The subject site consists of a 5,430 s.f. undeveloped lot. There are no significant environmental areas or features on this particular site such as a riparian habitat or significant ecological areas. Nor are there geologic and hydrologic features such as ridgelines, knolls, fault lines, or liquefaction zones that are important to the physical and environmental character of the property.
- b. The project is consistent with the Design Guidelines for new single family homes on hillside sites which encourage "sensitive" design that is compatible with hillside slopes, surrounding neighborhood structures and the design

quality found in the traditional residential neighborhoods of South Pasadena.

2. Development Standards

SPMC Section 36.220.040 and 36.340.050 provide the development standards for residential Single-family District and Hillside Protection as follows:

Table 1. Development Standards

Standards	Requirement	Provided
Lot Coverage	50% (max.)	37% ¹
Floor Area Ratio	35% (max.)	33% ²
Front Yard Setback	10'-0" (min.)	10'-0"
Rear Yard Setback	20'-0" (max.)	> 20'-0"
Side Yard Setback	5'- 0" (min.)	5' 3" (west); 5' 3" (east)
Maximum Height	24'-0" for flat roofs	<24'

3. Hillside Protection

SPMC Section 36.340 describes the purpose of the Hillside Protection Division as preserving the City's scenic resources, acknowledging the environmental consequence of hillside development, encouraging appropriate grading practices, and encouraging appropriate design to maintain the hillside in a natural, open character.

The project complies with all of the required hillside development standards of the Zoning Code which is intended to preserve the City's scenic resources, encourages appropriate grading practices, and structures that are designed to maintain the hillsides in a natural, open character. The project is below the 24' height limit which specifically applies to hillside development sites. The building's form steps up the hillside. This breaks up the massing (or bulk) of the home. The floor size of the proposed home is below the maximum .35 Floor Area Ratio.

Pursuant to SPMC Section 36.340.020, any development on sites with an average slope of 20% or greater require a Hillside Development Permit. In this case, when applying the slope formula required by the Code, the subject site has a total average slope of 49%.

4. Soils and Grading

According to the Geotechnical Investigative Report prepared for the project by Soils Exploration Company, Inc (SEC), the site is stable. Based on a review of the geologic literature pertinent to the site, the report states that the subject site is not located in the State of California's potential liquefaction zone or earthquake induced landslides zone. The applicant is proposing to use specialized equipment to drill several caissons, methodically construct the retaining walls of the lower, middle, and upper levels of the home, and excavate

¹ Lot Coverage: 2,000 s.f. (footprint) / 5,430 s.f. (lot size) = 37%

² Floor Area Ratio: 1,800 s.f. / 5,430 s.f. (lot size) = 33%
 Garage: 500 s.f. (not included in the FAR calculation)

the soil from the hillside.

According to the architect's preliminary grading plan (Sheet G-1), the proposed development will require approximately 700 cubic yards of cut for the excavation and 170 cubic yards of fill. An estimated 530 cubic yards of dirt would be exported from the site. The proposed project is subject to South Pasadena's Southwest Monterey Hills Construction Regulations which specifies the maximum size of dump trucks³. According to the applicant's estimates, the largest allowable truck could hold 9 cubic yards of soil. This would amount to approximately 58 truckloads of soil exported from the site. It should be noted that the grading numbers provided by the applicant are estimates; there is no reliable way to verify the amount (to the exact cubic yard) of grading that will be required.

5. Drainage

Rain water from the rooftops will be collected and channeled through a series of pipes, swales, and catch basins on site. Final on-site drainage plan details will be reviewed during the Building department's "Plan Check" process prior to granting a building permit. The water would be directed to the Hanscom Drive water collection system.

Conditions from the Public Works Department require that the applicant provide a "Drainage/Hydrology study" that will show how the project's differential flow will be mitigated. In addition, the applicant will need to have a licensed Civil Engineer prepare a detailed drainage plan that is signed and stamped by the Civil Engineer and the project Geotechnical Engineer. The applicant will be required to implement that plan and complete the drainage improvements prior to obtaining a Certificate of Occupancy for the home.

6. SPMC Chapter 34 (Trees & Shrubs)

The proposed project would be subject to the requirements of Chapter 34, Trees and Shrubs, of the City of South Pasadena Municipal Code, which requires a tree removal permit prior to the removal of any trees. The City's Public Works Director has the authority to issue tree removal permits in accordance with Chapter 34 of the Municipal Code. In order to mitigate the loss of significant trees, the City adopted a formula for determining the appropriate size and species of the required replacement trees. Removing the 24" tree and the smaller 12" tree will require the owner provide replacement trees or pay a mitigation fee to the Public Works Department who will in turn plant trees on City property.

7. Design Guidelines

The City's design guidelines for a new single family home on a hillside recommend a sensitive designed that is compatible with the hillside slopes, the surrounding neighborhood structures, and the design quality found in the traditional residential neighborhoods of South Pasadena. The design guidelines expand on the objectives for hillside development outlined

³ Vehicle & equipment size limits: Maximum width, 8 feet, 3 inches; maximum loaded weight, 16,000 pounds per axle (3 axle maximum).

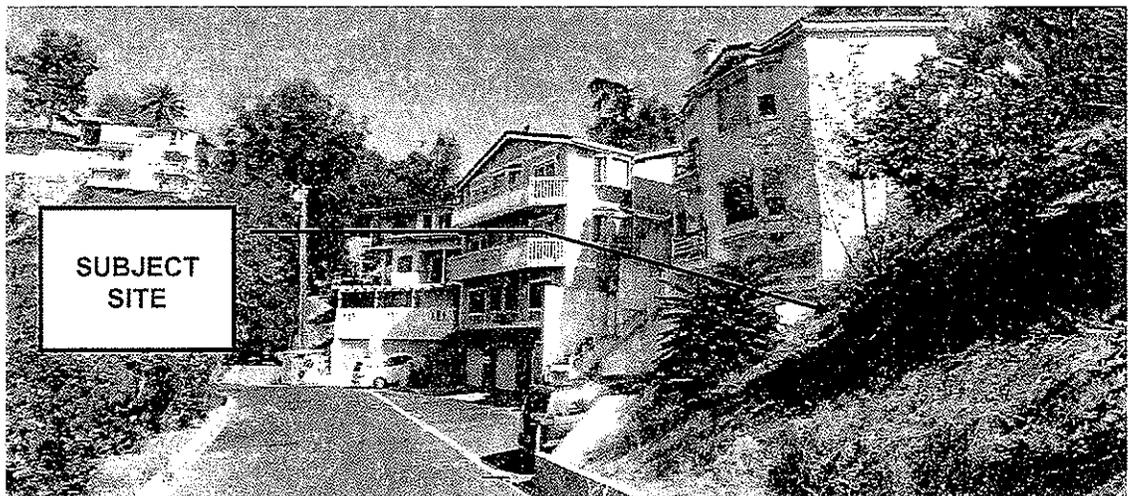
in the Zoning Code, including: protection of views, sensitive terrain alteration, site layout, grading and location of structures, appropriate massing, and quality architectural design features.

a) Neighborhood Compatibility & Character

According to the design guidelines, new hillside homes should be designed with consideration of the character and scale of the existing development in the vicinity. Consideration should also include the traditional residential neighborhoods in South Pasadena, which include homes with a variety of traditional architectural styles and a high level of quality that contribute to the overall character of the City.

The subject site is surrounded by single family homes of contemporary architectural styles. The homes across the street and to the north were built before the City Council's adoption of the Zoning Code in September 2002. Those homes were not subject to the current hillside development standards which specifically regulate the form of new buildings on hillside lots. The proposed project would be sited at street level and the massing would be stepped up the hill in accordance with the Hillside Development Standards. The height of the proposed homes would not exceed the 24' height limit, which is measured parallel to the finished grade.

Figure 2. Existing homes within the vicinity of the subject site.



b) View Protection & Site Planning

The proposed home would not impact the enjoyment of neighboring views because the it would be sited at street level and setback 10'-0" from the front property line, which is approximately 20'-0" from the existing edge of the street pavement. The applicant will be required to widen Hanscom Drive along the frontage of the home. The site plan provides adequate vehicular access and off-street parking. Since the proposed project is located in the Southwest Monterey Hills section of the City, the Zoning Code requires that the applicant provide a guest space that is perpendicular to

the street.

c) Physical Design Components

The proposed house is consistent with the Design Guidelines in terms of scale and massing. The visual mass (or bulk) of the buildings' walls is reduced by incorporating step backs, which divide the structure into asymmetrical "modules". The home would have a lower, middle, and a top level. There is a series of decks above the lower and middle levels. The balconies, combination of exterior finishes, and other architectural details help reduce the home's overall massing.

8. Construction Impacts

The proposed project is subject to the City's Southwest Monterey Hills Construction Regulations, which is a policy document that was adopted by the City Council in 2007 (revised in 2013) to control and limit the impacts created by construction activity. Grading and construction on the steep hillside property will require the movement of heavy equipment, shipments of materials and dump trucks that will haul the dirt to a local land fill.

The Public Works Department prepared specific conditions of approval based on the Southwest Monterey Hills Construction Regulations (See Attachment 1, Exhibit B, Numbers 14 –26). Those conditions are intended to address the neighborhood's concerns about the negative impacts of construction activity. The Public Works Department will require a truck haul route and construction staging plan, the project contractor will need to post a sign displaying the City's construction hours, adhere to restrictions on the size, type, and number of construction-related vehicles, limitations on street closures, requirements for the use of public land during construction, and the need for a deputy inspector.

DESIGN REVIEW

Pursuant to SPMC Section 36.410.040, following a public hearing, the Planning Commission shall first find that the design and layout of the proposed development...

- a. Is consistent with the General Plan, any adopted design guidelines and any applicable design criteria for specialized areas (e.g., designated historic or other special districts, plan developments, or specific plans);**

The proposed project is consistent with the General Plan and City's adopted design guidelines for new single family homes in the hillside areas. The proposed project would be sited at street level and the massing would be stepped up the hill in accordance with the Hillside Development Standards. The height of proposed home would be under the 24' height limit, which is measured parallel to the finished grade. The applicant is proposing to use specialized equipment to drill several caissons, methodically construct the retaining walls of the lower, middle, and upper levels of the home, and excavate the

soil from the hillside as opposed to re-grading the entire slope so that the natural terrain accommodates new construction.

- b. Will adequately accommodate the functions and activities proposed for the site, will not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards;**

The design and layout of this infill development project will adequately accommodate the functions and activities proposed for the site. The subject site would be developed with a new 1,800 square foot single family home. The building's form steps up the hillside. This breaks up the massing (or bulk) of the home which is under the maximum .35 Floor Area Ratio. The design and layout of this project will not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards. The applicant will be required to widen Hanscom Drive along the home's frontage. The site plan provides adequate vehicular access and off-street parking. Since the proposed project is located in the Southwest Monterey Hills section of the City, the Zoning Code requires that the applicant provide a guest space that is perpendicular to the street and within, or partially within the front yard setback.

- c. Is compatible with the existing character of the surrounding neighborhood and all reasonable design efforts have been made to maintain the attractive, harmonious, and orderly development contemplated by this Section, and the General Plan; and**

The subject site is surrounded by single family homes of various contemporary styles. The proposed project is consistent with the modern style architecture featuring: a flat roofline, a combination of exterior materials including: cement plaster walls, elements of engineered wood siding, and travertine marble tiles. Balcony railings would be made of 14 inch tempered glass with painted metal supports. The landscape plan features decorative paving in the front yard and a combination of trees, shrubs, and vines in various places around the site. As a result, the overall design of the project will maintain the attractive, harmonious, and orderly development contemplated by this Section, and the General Plan.

- d. Provides a desirable environment for its occupants and neighbors, and is aesthetically of good composition, colors, materials, and texture, that would remain aesthetically appealing with a reasonable level of maintenance and upkeep.**

The Design Guidelines recommend that new hillside construction be compatible with the character of the City, and the traditional architectural styles found there. The home would conform to modern style architectural as noted in finding "c" above. The architectural elements and materials proposed for the project is an aesthetically good composition. The proposed exterior materials and texture are known to remain aesthetically appealing with a reasonable level of maintenance and upkeep.

HILLSIDE DEVELOPMENT PERMIT

Pursuant to SPMC Section 36.410.065, following a public hearing, the Planning Commission may approve, conditionally approve, or disapprove the application only after the following five findings are made:

1. The proposed use complies with the requirements of Division 36.340 (Hillside Protection) and all other applicable provisions of this Zoning Code.

The proposed project is located within a Residential Low Density zoning district. The proposed project satisfies the design guidelines as outlined in the findings listed above. The design is consistent with the design standards as stated in the South Pasadena Zoning Code, Section 36.340.040 (Hillside Development Design Guidelines). The buildings' form steps up-slope from Hanscom Drive, which reduces the overall massing and bulk of the buildings. These design efforts contribute to the attractive, harmonious, and orderly development contemplated by the General Plan and Zoning Code.

2. The proposed use is consistent with the General Plan and any applicable Specific Plan.

The South Pasadena General Plan (Section 2.5G) outlines the goals for Hillside Development. Goal No. 19 of the General Plan is to ensure that new development within the hillside areas of South Pasadena does not adversely impact the character of the City. All four of the required Design Review findings can be made for the project's compatibility within the hillside context and consistency with the character of the city. Policy 8.1 in the City's General plan encourages new development to "respond to context", which requires new construction be designed in a way that respects the scale and special characteristics of the site's immediate surroundings. The subject site is surrounded by single family homes of various contemporary styles. The proposed project is consistent with the modern style architecture.

The subject site consists of a 5,430 square foot, undeveloped lot. There are no significant environmental areas or features on this particular site such as a riparian habitat or significant ecological areas. Nor are there geologic and hydrologic features such as ridgelines, knolls, fault lines, or liquefaction zones that are important to the physical and environmental character of the property. There are 2 trees on the subject site that are protected under the City's Tree Ordinance. Although the applicant will be removing all of those trees, conditions of approval on the Hillside Development Permit will require that the applicant obtain a tree removal permit from the Public Works Director and fulfill the tree mitigation requirements prior to obtaining a grading permit.

3. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

The proposed project consists of a single-family home in a Residential Low Density Zoning district. As such, the establishment, maintenance and operation of the proposed use is anticipated and permitted by the General Plan and Zoning Code. The project would be

consistent with adjoining residential uses as it will be constructed within the parameters allowed by the City's Zoning and Building Codes including specific standards designed to reduce the scale and massing of hillside structures. The applicant is subject to the conditions of approval imposed by the City's Planning and Building Department, Public Works Department, and Fire Department which are intended to protect the public's health, safety, and welfare.

The proposed project is subject to South Pasadena's Southwest Monterey Hills Construction Regulations, which is a policy document that the City Council adopted to control and limits the impacts created by construction activity. The applicant is subject to certain Conditions of Approval that are intended to address the negative impacts of construction activity in the vicinity. The Public Works Department will require a truck haul route and construction staging plan, the project contractor will need to post a sign displaying the City's construction hours, adhere to restrictions on the size, type, and number of construction-related vehicles, limitations on street closures, requirements for the use of public land during construction, and the need for a deputy inspector.

Therefore, the use would not be detrimental to the health, safety or general welfare of adjoining neighbors.

4. The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

The proposed single-family home would be compatible with the neighborhood context. The majority of the residences, including those in the vicinity of the subject property, are two to three-story structures built on steep hillside lots. The proposed project would fill a gap in development of the neighborhood and stabilize the slope on this particular site. The proposed new home will not be detrimental to the public welfare of persons residing or working in the neighborhood since they are consistent in size and character with other surrounding single-family homes. The applicant will be providing all the required off-street parking spaces, thereby reducing the congestion created by cars parked on the street. The applicant is also subject to the conditions of approval which will require that the applicant remove existing asphalt fronting the property and replace it in kind, including restoration of any disturbed striping, markings and pavement markers. Conditions of approval also require that the applicant cover the costs of a deputy inspector to ensure that the applicant adheres to the Southwest Monterey Hills Construction Regulations. As such, the proposed project would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

5. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetics, character, scale, and views protection.

The proposed use is compatible with existing land uses. Construction of the project will occur in phases. A staging area (approximately 55' x 28') will be partially on-site and within the unimproved portion of Hanscom for construction vehicles, materials, and parking. Upon completion of the project, its design, location, operation characteristics, and size will be compatible with the existing and future land uses in the vicinity in terms of aesthetics, character, scale and view protection. The building's design complements the character of the hillside in that it conforms to the maximum height limit of 24'-0" and steps up with the hillside slope.

ENVIRONMENTAL ASSESSMENT

After conducting an Initial Study, staff determined that the proposed project is subject to a Negative Declaration under the provision of the California Environmental Quality Act (CEQA). Pursuant to Guidelines Section 15371, Pub. Res. Code section 21092.6(a) the document was sent to all affected agencies on May 28, 2015.

As shown in the attached Initial Study, the project will not result in or create any significant impacts to the Land Use and Planning, Population and housing, Geologic Problems, Water, Air quality, Transportation and Circulation, Biological resources, Energy and Mineral Resources, hazards, Noise, Public Service systems, Aesthetics, Cultural resources, or Recreation. No mitigation is necessary as part of the Initial Study because the conditions of approval contained in the Hillside Development Permit will mitigate any potential impacts to the "less than significant" level.

LEGAL REVIEW

The City Attorney has reviewed the staff report.

CONCLUSION

Based on the above analysis, staff has determined that the findings for Design Review and the Hillside Development Permit can be made to grant approval of this project. Therefore, staff recommends that the Planning Commission adopt the Negative Declaration, and approve Project No. 1694-DRX-HDP, subject to the recommended conditions of approval.

ALTERNATIVES

In addition to staff's recommendation, the following alternatives are available for the Planning Commission's consideration:

In addition to staff's recommendation, the following alternatives are available for the Planning Commission's consideration:

1. Identify other issues of concerns with the proposed project, and provide the applicant with direction to further modify the project, and continue the public hearing to a date certain.
2. Deny applications for Design Review, Hillside Development Permit, and related

Planning Commission Staff Report
2131 Hanscom Drive
July 27, 2015
- 13 -

Environmental Assessment (Project No 1694-DRX-HDP).

Attachments:

1. Draft PC Resolution No. 15-__
 - a. Exhibit "A" Initial Study – Negative Declaration
 - b. Exhibit "B" – Conditions of Approval
2. Construction Management Plan
3. Photos
4. Exterior Materials Manufacture Information
5. Project Plans

ATTACHMENT 8
Appeal Application Form, dated
August 10, 2015



APPEAL FORM

City of South Pasadena

1414 Mission Street | South Pasadena | California 91030

Telephone (626) 403-7230 | Fax (626) 403-7211

RECEIVED

NOTE TO APPLICANT:

You must submit the following by the deadline:

1. This completed Appeal Form
2. Filing Fee in the amount of \$860.00 (cash, credit card, or check payable to "City of South Pasadena")
3. One copy of a map depicting all the properties within a 300' radius of the project site and a certified list of the names and addresses of all current owners and occupants of these depicted properties, including all residential and non-residential properties (See list of radius map services on reverse)
4. Two sets of mailing labels for the City to mail information to property owners and occupants (The mailing labels must be accompanied by a notarized certification form - See separate handout)
5. Public Notice Fee in the amount of \$220.00 (cash, credit card, or check payable to "City of South Pasadena")

CITY OF SOUTH PASADENA
CITY CLERK'S OFFICE

APPELLANT INFORMATION:

Name: MILAD OUEIJAN

Mailing Address: 8031 MAIN ST "B", STANTON, CA 90680

Home Phone: _____ Work Phone: 626-290-0401

Cell Phone: 310/622-5550 E-Mail Address: BHIVEGROUP@MSN.COM

Signature: _____ Date: 08-10-15

TYPE OF APPEAL:

- Appeal of Planning Commission Decision Date of Decision: 07-27-15
- Appeal of Cultural Heritage Commission Decision Date of Decision: _____
- Appeal of Design Review Board Decision Date of Decision: _____
- Other, please specify: _____ Date of Decision: _____

PROJECT INFORMATION:

Property Address: 2131 HANSCOM DR.

Project Name: BROSMAN RES

Reason for this Appeal (please attach additional pages as necessary): THE APPLICANT IS REQUESTING THE REMOVAL OF THE RECENTLY ADDED PARAGRAPHS TO CONDITION #56 AFTER THE ACTUAL PLANNING APPROVAL. IN SPECIFIC THE REFERENCE TO DEPUTY INSPECTOR PRESENCE THIS CONDITION WAS NO OTHER PROJECT IN SH HAD THIS CONDITION BEFORE & WE FEEL THIS PROJECT WAS SINGLED OUT.

For Office Use only	
<input checked="" type="checkbox"/>	1. Appeal Form
<input checked="" type="checkbox"/>	2. Filing Fee in the amount of \$860.00 (cash, credit card, or check payable to "City of South Pasadena")
<input checked="" type="checkbox"/>	3. One copy of a 300' radius map; certified list <i>Not Required due to S.W. HUGS</i>
<input checked="" type="checkbox"/>	4. Two sets of envelope labels for the City to mail information to property owners and occupants <i>Labels Not Required SOW the</i>
<input checked="" type="checkbox"/>	5. Public Noticing Fee in the amount of \$220.00 (cash, credit card, or check payable to "City of South Pasadena")
Received By: <u>Gabe Kelleck</u>	Date: <u>8/10/15</u>

ATTACHMENT 9
P.C. Resolution No. 15-19

P.C. RESOLUTION NO. 15-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA APPROVING APPLICATIONS FOR HILLSIDE DEVELOPMENT PERMIT AND DESIGN REVIEW (PROJECT NO. 1694-HDP) TO A NEW 1,800 S.F. MODERN STYLE HOME ON AN UP-SLOPE LOT LOCATED AT 2131 HANSCOM DRIVE

WHEREAS, on February 20, 2014, the applicant, Milad Ouejian, submitted an application for Design Review and a Hillside Development Permit Project No. 1694-HDP to the Planning and Building Department to build a new 1,800 square foot house on undeveloped property located at 2131 Hanscom Drive (the "project"); and,

WHEREAS, on May 27, 2015, the application package was deemed complete; and,

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et. seq. ("CEQA"), and the State's CEQA Guidelines, staff conducted an Initial Study and determined that the project would not have a significant impact on the environment, so a Negative Declaration was prepared; and

WHEREAS, after notices issued pursuant to the requirements of South Pasadena Municipal Code, the Planning Commission held a duly noticed public hearing on July 27, 2015 at which time all interested parties were given the opportunity to be heard and present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: Pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et. seq. ("CEQA"), and the State's CEQA Guidelines, the Planning Commission finds that the project will not have a significant effect on the environment and hereby adopts the attached Negative Declaration (Exhibit "A").

SECTION 2: The proposed project is consistent with all four applicable findings to approve Design Review of the project, as follows:

- a. **Is consistent with the General Plan, any adopted design guidelines and any applicable design criteria for specialized areas (e.g., designated historic or other special districts, plan developments, or specific plans);**

The proposed project is consistent with the General Plan and City's adopted design guidelines for new single family homes in the hillside areas. The proposed project would be sited at street level and the massing would be stepped up the hill in accordance with the Hillside Development Standards. The height of proposed

home would be under the 24' height limit, which is measured parallel to the finished grade. The applicant is proposing to use specialized equipment to drill several caissons, methodically construct the retaining walls of the lower, middle, and upper levels of the home, and excavate the soil from the hillside as opposed to re-grading the entire slope so that the natural terrain accommodates new construction.

- b. Will adequately accommodate the functions and activities proposed for the site, will not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards;**

The design and layout of this infill development project will adequately accommodate the functions and activities proposed for the site. The subject site would be developed with a new 1,800 square foot single family home. The building's form steps up the hillside. This breaks up the massing (or bulk) of the home which is under the maximum .35 Floor Area Ratio. The design and layout of this project will not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards. The applicant will be required to widen Hanscom Drive along the home's frontage. The site plan provides adequate vehicular access and off-street parking. Since the proposed project is located in the Southwest Monterey Hills section of the City, the Zoning Code requires that the applicant provide a guest space that is perpendicular to the street and within, or partially within the front yard setback.

- c. Is compatible with the existing character of the surrounding neighborhood and all reasonable design efforts have been made to maintain the attractive, harmonious, and orderly development contemplated by this Section, and the General Plan; and**

The subject site is surrounded by single family homes of various contemporary styles. The proposed project is consistent with the modern style architecture featuring: a flat roofline, a combination of exterior materials including: cement plaster walls, elements of engineered wood siding, and travertine marble tiles. Balcony railings would be made of 14 inch tempered glass with painted metal supports. The landscape plan features decorative paving in the front yard and a combination of trees, shrubs, and vines in various places around the site. As a result, the overall design of the project will maintain the attractive, harmonious, and orderly development contemplated by this Section, and the General Plan.

- d. Provides a desirable environment for its occupants and neighbors, and is aesthetically of good composition, colors, materials, and texture, that would remain aesthetically appealing with a reasonable level of maintenance and upkeep.**

The Design Guidelines recommend that new hillside construction be compatible with the character of the City, and the traditional architectural styles found there. The home would conform to modern style architecture as noted in finding "c" above. The architectural elements and materials proposed for the project is an aesthetically good composition. The proposed exterior materials and texture are known to remain aesthetically appealing with a reasonable level of maintenance and upkeep.

SECTION 3: The Commission finds that the proposed project is consistent with all five applicable findings to grant the Hillside Development Permit for the project pursuant to South Pasadena Municipal Code Section 36.410.065, as follows:

1. The proposed use complies with the requirements of Division 36.340 (Hillside Protection) and all other applicable provisions of this Zoning Code.

The proposed project is located within a Residential Low Density zoning district. The proposed project satisfies the design guidelines as outlined in the findings listed above. The design is consistent with the design standards as stated in the South Pasadena Zoning Code, Section 36.340.040 (Hillside Development Design Guidelines). The buildings' form steps up-slope from Hanscom Drive, which reduces the overall massing and bulk of the buildings. These design efforts contribute to the attractive, harmonious, and orderly development contemplated by the General Plan and Zoning Code.

2. The proposed use is consistent with the General Plan and any applicable Specific Plan.

The South Pasadena General Plan (Section 2.5G) outlines the goals for Hillside Development. Goal No. 19 of the General Plan is to ensure that new development within the hillside areas of South Pasadena does not adversely impact the character of the City. All four of the required Design Review findings can be made for the project's compatibility within the hillside context and consistency with the character of the city. Policy 8.1 in the City's General plan encourages new development to "respond to context", which requires new construction be designed in a way that respects the scale and special characteristics of the site's immediate surroundings. The subject site is surrounded by single family homes of various contemporary styles. The proposed project is consistent with the modern style architecture.

The subject site consists of a 5,430 square foot, undeveloped lot. There are no significant environmental areas or features on this particular site such as a riparian habitat or significant ecological areas. Nor are there geologic and hydrologic features such as ridgelines, knolls, fault lines, or liquefaction zones that are important to the physical and environmental character of the property. There are 2 trees on the subject site that are protected under the City's Tree Ordinance. Although the applicant will be removing all of those trees, conditions of approval on the Hillside Development Permit will require that the applicant obtain a tree removal permit from the Public Works Director and fulfill the tree mitigation requirements prior to obtaining a grading permit.

3. **The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.**

The proposed project consists of a single-family home in a Residential Low Density Zoning district. As such, the establishment, maintenance and operation of the proposed use is anticipated and permitted by the General Plan and Zoning Code. The project would be consistent with adjoining residential uses as it will be constructed within the parameters allowed by the City's Zoning and Building Codes including specific standards designed to reduce the scale and massing of hillside structures. The applicant is subject to the conditions of approval imposed by the City's Planning and Building Department, Public Works Department, and Fire Department which are intended to protect the public's health, safety, and welfare.

The proposed project is subject to South Pasadena's Southwest Monterey Hills Construction Regulations, which is a policy document that the City Council adopted to control and limits the impacts created by construction activity. The applicant is subject to certain Conditions of Approval that are intended to address the negative impacts of construction activity in the vicinity. The Public Works Department will require a truck haul route and construction staging plan, the project contractor will need to post a sign displaying the City's construction hours, adhere to restrictions on the size, type, and number of construction-related vehicles, limitations on street closures, requirements for the use of public land during construction, and the need for a deputy inspector.

Therefore, the use would not be detrimental to the health, safety or general welfare of adjoining neighbors.

4. **The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.**

The proposed single-family home would be compatible with the neighborhood context. The majority of the residences, including those in the vicinity of the subject property, are two to three-story structures built on steep hillside lots. The proposed project would fill a gap in development of the neighborhood and stabilize the slope on this particular site. The proposed new home will not be detrimental to the public welfare of persons residing or working in the neighborhood since they are consistent in size and character with other surrounding single-family homes. The applicant will be providing all the required off-street parking spaces, thereby reducing the congestion created by cars parked on the street. The applicant is also subject to the conditions of approval which will require that the applicant remove existing asphalt fronting the property and replace it in kind, including restoration of any disturbed striping, markings and pavement markers. Conditions of approval also require that the applicant cover the costs of a deputy inspector to ensure that the applicant

adheres to the Southwest Monterey Hills Construction Regulations. As such, the proposed project would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

5. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetics, character, scale, and views protection.

The proposed use is compatible with existing land uses. Construction of the project will occur in phases. A staging area (approximately 55' x 28') will be partially on-site and within the unimproved portion of Hanscom for construction vehicles, materials, and parking. Upon completion of the project, its design, location, operation characteristics, and size will be compatible with the existing and future land uses in the vicinity in terms of aesthetics, character, scale and view protection. The building's design complements the character of the hillside in that it conforms to the maximum height limit of 24'-0" and steps up with the hillside slope.

SECTION 4: For the foregoing reasons and based on the information and findings included in the Staff Report, and provided during the public hearing, the Planning Commission of the City of South Pasadena hereby approves the application for Design Review, and the Hillside Development Permit (Project No. 1694-HDP) related to the proposed project at 2131 Hanscom Drive.

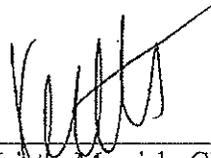
SECTION 5: Any interested person may appeal this decision or any portion of this decision to the City Council. Pursuant to the South Pasadena Municipal Code, any such appeal must be filed with the City, in writing, and with the appropriate appeal fee, no later than fifteen (15) days, following the date of the Planning Commission's final action.

SECTION 6: The Secretary shall certify that the foregoing Resolution was adopted by the Planning Commission of the City of South Pasadena at a duly noticed regular meeting held on the 27th day of July 2015.

PASSED, APPROVED, AND ADOPTED this 27th day of July 2015, by the following vote:

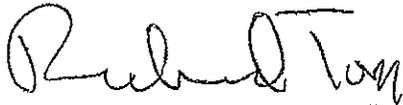
- AYES: DAVIS, GEORGE, MORRISH & TOM**
- NOES: NONE**
- ABSENT: DAHL**
- ABSTAIN: NONE**

-SIGNATURES TO FOLLOW ON NEXT PAGE-



Kristin Morrish, Chair

ATTEST:



Richard Tom, Secretary

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ATTACHMENT 10
City Council Minutes, dated
October 16, 2015

Department for its assistance with replacement of an Edison underground vault.

**PUBLIC HEARING
FIRST READING AND
INTRODUCTION OF AN
ORDINANCE AMENDING
THE SOUTH PASADENA
ZONING CODE REGARDING
COMMUNITY GARDENS**

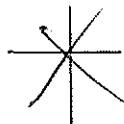
Senior Planner Mayer presented the staff report on the proposed ordinance to amend the South Pasadena Municipal Code regarding community gardens. He and City Manager Gonzalez responded to questions.

By roll call vote (5 ayes), the City Council read by title only for first reading, waiving further reading, and introduced AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 36.350.230 (COMMUNITY GARDENS) OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO APPLICATION REQUIREMENTS AND STANDARDS FOR COMMUNITY GARDENS. On an amendment proposed by Councilmember Putnam and approved by the maker and seconder of the motion, the City Council directed that a provision be added to the ordinance to expand the distance for notifying those adjacent to a property being considered for a community garden from the standard 300-foot radius to a 500-foot radius.

(Cacciotti, Joe)

**RECOMMENDATIONS
FROM THE SOUTHWEST
MONTEREY HILLS
CITIZEN'S COMMITTEE
REGARDING STATUS OF,
AND REVISIONS TO, THE
2006 RECOMMENDATIONS**

Planning and Building Director Watkins provided an overview of the work of the Southwest Monterey Hills Citizens' Committee (Committee), which he said was established in 2006 to develop mitigation measures for construction in the Southwest Hills due to narrow streets and steep lots. He said it was reconstituted in 2012 and that the Committee Chair will provide a detailed report on the Committee and its recommendations. He said staff will then present additional issues and recommendations.



Kevan Steffey, Chair, Committee, 2080 Hanscom Drive, presented the Committee's report, followed by a presentation by Planning and Building Director Watkins. They, City Manager Gonzalez, and City Attorney Adams responded to questions.

Don Yett, 2042 Hanscom Drive, asked who would

be responsible for implementing and enforcing the Committee's recommendations. He said that the accountable parties had been added to the report at an earlier time; he recommended that these names be added back to the report.

In regard to questions about construction hours, City Attorney Adams said there is a rational basis for the more restrictive "construction vehicle hours" in the Southwest Hills but not for "construction hours." Hours should be consistent citywide unless some rational basis exists that can justify the difference, he said. City Manager Gonzalez added to the discussion and responded to questions about hours. Planning and Building Director Watkins and Chair Steffey responded to questions.

By roll call vote (5 ayes), the City Council approved the recommendations contained in the report from the Southwest Monterey Hills Citizens' Committee, with the exception of the Pavement Impact Fee.

(Putnam, Cacciotti)

By roll call vote (5 ayes), the City Council approved the following citywide construction hours, which apply to construction taking place with a building permit: 8:00 a.m. to 7:00 p.m. Monday through Saturday, making the hours for the Southwest Hills and the remainder of the City the same. (Heretofore, construction hours for the Southwest Hills have been from 8:30 a.m. to 6:00 p.m., Monday through Saturday, and construction hours for the remainder of the City have been 8:00 a.m. to 7:00 p.m., Monday through Saturday.) The City Council approved citywide construction hours on Sunday from 10:00 a.m. to 6:00 p.m. (Heretofore, construction was not allowed on Sunday in the Southwest Hills but was allowed 10:00 a.m. to 7:00 p.m. on Sunday in the remainder of the City.)

(Putnam, Cacciotti)

City Manager Gonzalez and Speaker Yett responded to a question about complaints from developers/residents about current time restrictions and school dismissal hours. City Attorney Adams confirmed

that differing restrictions were allowable due to the nature of the roads in the Southwest Hills.

In regard to construction vehicle hours in the Southwest Hills, there was consensus to maintain the existing restrictions. Councilmember Putnam suggested that if complaints are received, the City Council could consider extending construction vehicle hours another half hour, seconded by Councilmember Cacciotti.

By roll call vote (5 ayes), the City Council reaffirmed that the construction vehicle hours for the Southwest Hills would remain 8:30 a.m. to 2:00 p.m. Monday through Saturday. It approved expanding the Sunday/Holiday prohibition on construction vehicles from the Southwest Hills to the entire City.

(Khubesrian, Cacciotti)

By roll call vote (5 ayes), the City Council directed staff to proceed with appropriate amendments to the South Pasadena Municipal Code to reflect the changes made in the above motions regarding the Southwest Monterey Hills. On an amendment proposed by Councilmember Putnam, seconded by Mayor Pro Tem Khubesrian, and approved by the seconder of the motion, the City Council adopted the proposed "no parking zones" outlined in the staff report, Attachment No. 2, and directed staff to proceed with any necessary amendments to the Municipal Code required to implement Attachment No. 2.

(Putnam, Cacciotti)

Councilmember Putnam acknowledged the efforts of the Committee. Chair Steffey asked who would be held responsible for each of the items being implemented; Mayor Schneider said the City Manager would be responsible; there was consensus among the City Council that the City Manager would assign this to appropriate staff.

**SET A PUBLIC HEARING
DATE ON PROPOSED
WATER RATES ON**

~~Public Works Director Toor provided background on the proposed water rates and a request for the City Council to approve publication of the Proposi-~~

ATTACHMENT 11
E-mail from James Mentel, South Pasadena Resident

John Mayer

From: [REDACTED]
Sent: Tuesday, September 08, 2015 8:37 PM
To: John Mayer
Cc: [REDACTED]
Subject: project number 1694-hdp

I won't be able to attend the council meeting on Wednesday September 16, so I'd like to send you my comments.

The argument to waive the condition (no.56) on the project at 2131 Hanscom Drive is ridiculous on the face of it. Of course the condition hasn't been imposed on any other projects--there haven't been any hillside projects since it was passed. That logic would make it impossible to ever change the building code or impose any new conditions ever. There will always be a first person to be affected by the rule.

As you know, we spent many years on the Hillside Committee developing rules that would protect our streets and the residents of the area. The City Council, after great debate, passed the Hillside Ordinance. To ignore all that work and waive this rule--or, for that matter, any of the rules we spent so much effort developing--would be fundamentally undemocratic. I hope no one in the City offices is seriously considering such an action.

Thanks for your attention to this matter.

James Mentel [REDACTED] South Pasadena [REDACTED]

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Margaret Lin, Principal Management Analyst *ML*
SUBJECT: **Adoption of a Resolution Requesting Caltrans to Assume the Role of Lead Agency for the State Route 110 Interchange Project**

Recommendation

It is recommended that the City Council adopt a resolution requesting the California Department of Transportation (Caltrans) to assume the role of lead agency for the State Route 110 (SR-110) Interchange Project at Fair Oaks Avenue.

Fiscal Impact

With the adoption of this resolution, there is no fiscal impact.

Commission Review and Recommendation

This matter was reviewed by the Freeway and Transportation Commission (FTC) on May 19, 2015; and a motion was made requesting Staff to initiate a meeting between Caltrans, the Metropolitan Transportation Authority (Metro), City Council, FTC, and Staff to identify possible solutions regarding the current funding shortfall.

Background

In 1998, Congressman James E. Rogan established \$46 million in funding for interim State Route 710 improvements from the federal transportation funding bill; \$10.5 million was allocated to the City. In addition, \$200,000 was contributed by the City of South Pasadena (City), \$1.2 million came from Metro, and \$2.7 million came from the State of California, for a total of \$14.5 million for regional traffic improvement projects in the City. Four projects, known as the Rogan Projects, were identified by the City's Design Advisory Group to help mitigate congestion and maximize mobility:

- Orange Grove Avenue/SR-110 Interchange Improvements
- Fair Oaks Avenue Signal Synchronization
- Fair Oaks Avenue Street Improvements
- Fair Oaks Avenue/SR-110 Interchange Improvements

Three of the four Rogan Projects have been completed; the SR-110 Interchange Project at Fair

Oaks Avenue is the only remaining project. The original project design and environmental approval was completed in 2003, and Caltrans granted a conditional approval with the issuance of an E-76 (Authorization to Proceed). The design included the expansion of the northbound off-ramp at Fair Oaks Avenue and construction of a hookramp at State Street. Additional design work was required on the project at Fair Oaks Avenue project by Caltrans before construction could proceed. On April 9, 2015, Metro issued a Notice of Potential Deobligation of Project Funding due to the Lapsing Policy. During the May 6, 2015, Metro Technical Advisory Committee (TAC), meeting the TAC agreed to provide the City with a one-year extension with the stipulation that the City must identify the remaining funding for both design and construction by December 2015.

Analysis

The SR-110 Interchange Project at Fair Oaks Avenue is a regionally significant project due to the fact that the interchange is heavily congested by commuters from the San Gabriel Valley with an average of approximately 31,339 vehicles per day¹. The proposed project would widen the northbound SR-110 off-ramp at Fair Oaks Avenue from two to four lanes, remove the dual left-turn lanes from northbound Fair Oaks Avenue to southbound SR-110, add a right-turn lane from northbound Fair Oaks Avenue to State Street, new southbound SR-110 ramp adjacent to the existing SR-110 Fair Oaks Avenue off-ramp, re-stripe the Fair Oaks Avenue Bridge, and install video detection equipment at the intersection.

The 2003 plans have become outdated as Caltrans has updated its requirements for construction, storm water, structural components, and environmental mitigation. In addition, the original plans would need to be converted into English units, and design variances for the project at Fair Oaks Avenue must be fully approved by Caltrans. The City sought cost estimates to update the plans in 2012 and received prices ranging from \$1-1.5 million. Metro granted permission for the \$672,240, available in PC25 funds, to be used to update the design; however, the City faces a \$400,000-900,000 shortfall in design costs. The City approached Caltrans to update the designs in-house to streamline the approval process. Caltrans has agreed to complete the design and has provided the City with a Cooperative Agreement to finalize the designs. However, current projections estimate that approximately \$5 million in additional funds will be needed to fully reconfigure the interchange; of the additional funds required, \$2 million would be required of the City for the local match. Failure to complete the project would result in the City being required to return the \$672,240 of PC25 funds used to update the plans to Metro.

During the May 19, 2015 FTC Meeting, Commissioners expressed concern regarding the delay in completing the SR-110 Interchange Project at Fair Oaks Avenue and complications associated with the funding shortfall. The FTC recommended that Staff initiate a meeting between Caltrans, Metro, City Council, FTC, and Staff to identify possible solutions regarding the current funding

¹ City of South Pasadena 2014-15 Citywide Engineering and Traffic Survey

Adoption of a Resolution Requesting Caltrans to Assume the Role of Lead Agency for the SR-110 Interchange Project
September 16, 2015
Page 3 of 3

shortfall. While the SR-110 Interchange Project at Fair Oaks Avenue is an important local and regional project, the City has exhausted its efforts to identify the remaining \$2 million in funding necessary to complete the project and does not have the resources to fund the remaining design and construction shortfall from the General Fund. Staff proposes the City Council adopt a resolution requesting Caltrans to assume the role of lead agency for the project to complete the design and construction of the project. The City may then function as the fiduciary agent and sign over the remaining \$9.3 million in Rogan funds to Caltrans to complete the project. Staff has approached the offices of local, state, and federal representatives to seek their support. The goal is to secure a meeting with Caltrans representatives to present the letters and resolution approved by City Council. Also, the City plans to continue seeking support from county, state, and federal representatives in getting Caltrans to assume responsibility as lead agency for the project.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Draft Resolution - SR-110 Interchange Project at Fair Oaks Avenue
2. Letter of Support - Assemblymember Holden
3. Letter of Support - Supervisor Antonovich

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ATTACHMENT 1
Draft Resolution - SR-110 Interchange Project
at Fair Oaks Avenue

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
REQUESTING THAT CALTRANS ASSUME THE
ROLE OF LEAD AGENCY FOR THE STATE
ROUTE 110 INTERCHANGE PROJECT**

WHEREAS, In 1998, Congressman James E. Rogan established \$46 million in funding for interim State Route 710 (SR-710) improvements from the federal transportation funding bill; \$10.5 million was allocated to the City of South Pasadena (City); and

WHEREAS, \$200,000 was contributed by the City, \$1.2 million from the Metropolitan Transportation Authority (Metro), and \$2.7 million from the State of California, for a total of \$14.5 million for regional traffic improvement projects in the City; and

WHEREAS, four projects, known as the Rogan Projects, were identified by the City's Design Advisory Group to help mitigate congestion and maximize mobility; and

WHEREAS, three of the four Rogan projects have been completed; and the SR-110 Interchange Project is the only remaining project; and

WHEREAS, \$9.3 million in Rogan funds are available for the SR-110 Interchange Project; and

WHEREAS, the original project design and environmental approval for the SR-110 Interchange Project was completed in 2003, and the California Department of Transportation (Caltrans) granted a conditional approval with the issuance of an E-76 (Authorization to Proceed); and

WHEREAS, Caltrans has updated its requirements for construction, storm water, structural components, and environmental mitigation; and

WHEREAS, Caltrans has revised the standard of measurement to English units; and

WHEREAS, Metro has granted the City the right to move \$672,240 PC25 funds from construction to design, and will require the City to return the funds if the project is not completed; and

WHEREAS, there is a funding shortfall of \$400-900,000 to complete the SR-110 Interchange Project designs and plans; and

WHEREAS, approximately \$5 million in funds has not been identified to complete the design and construction of the SR-110 Interchange Project; and

WHEREAS, Metro granted the City a one-year extension during the May 6, 2015, Metro Technical Advisory Committee meeting, with the stipulation that the City must identify the remaining funding for both design and construction by December 2015; and

WHEREAS, Metro has included the SR-110 Interchange Project in the SR-710 North Study Draft Environmental Impact Report/Environmental Impact Statement as a Transportation System Management/Transportation Demand Management project; and

WHEREAS, the San Gabriel Valley Council of Governments has included the SR-110 Interchange Project in the San Gabriel Valley Mobility Matrix as a System Efficiency Project.

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

SECTION 1. The South Pasadena City Council does hereby acknowledge the local and regional significance of the SR-110 Interchange Project.

SECTION 2. The South Pasadena City Council does hereby request that Caltrans assume the role of Lead Agency for the SR-110 Interchange Project.

SECTION 3. The South Pasadena City Council does hereby authorize the City to act as the "Fiduciary Agent" for the SR-110 Interchange Project and shall be responsible for signing over the remaining \$9.3 million in Rogan Funds to Caltrans to complete the design and construction of the SR-110 Interchange Project.

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 16rd day of September, 2015.

Robert S. Joe, 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 16th day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
Letter of Support - Assemblymember Holden

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0041
(916) 319-2041
FAX (916) 319-2141

DISTRICT OFFICE
600 NORTH ROSEMEAD BLVD., SUITE 117
PASADENA, CA 91107
(626) 351-1917
FAX (626) 351-6176

Assembly
California Legislature



CHRIS R. HOLDEN
MAJORITY FLOOR LEADER
ASSEMBLY MEMBER, FORTY-FIRST DISTRICT

COMMITTEES
APPROPRIATIONS
BUSINESS, PROFESSIONS AND
CONSUMER PROTECTION
JUDICIARY
LOCAL GOVERNMENT
JOINT COMMITTEE ON RULES

SELECT COMMITTEES
CHAIR: REGIONAL TRANSPORTATION AND
INTERCONNECTIVITY SOLUTIONS
SCIENCE, TECHNOLOGY, ENGINEERING
AND MATH EDUCATION

BOARD MEMBER
SANTA MONICA MOUNTAINS
CONSERVANCY BOARD

August 3, 2015

Carrie Bowen
California Department of Transportation- District 7
100 South Main Street
Los Angeles, CA 90012

Dear Ms. Bowen,

I am writing to support the City of South Pasadena's request that the California Department of Transportation (Caltrans) assume responsibility over the State Route 110 (SR-110) Fair Oaks Boulevard off-ramp project. This important regional project was originally granted \$9.3 million in federal Rogan Funds in 2003, but due to new design requirements the City can no longer afford to complete the project.

Conversely Caltrans and the State of California, are currently working to invest in road repair and improvement projects. Despite the 12-year lag, the SR-110 off-ramp project remains a critical improvement necessary to facilitate regional traffic flow improvements. The recently released 710-North EIR/EIS suggested as much by including the off-ramp as a measure completed under several alternatives. Given that the City of South Pasadena can no longer afford to shoulder the financial costs associated with serving as the lead agency, I respectfully request Caltrans take the lead on the critical regional project.

I thank you for your willingness to work with the City of South Pasadena on a myriad of issues and your willingness to engage with the residents of the San Gabriel Valley. I believe improving the SR-110 Fair Oaks off-ramp will provide critical congestion relief to this area and I appreciate Caltrans willingness to work with the City of South Pasadena to finish this project.

Sincerely,

A handwritten signature in black ink that reads "Chris Holden".

CHRIS R. HOLDEN
Assembly Member, 41st District

CH: nl

Cc: Malcolm Docherty, Director of the California Department of Transportation
Mayor Bob Joe, Mayor of the City of South Pasadena

ATTACHMENT 3
Letter of Support - Supervisor Antonovich



Board of Supervisors County of Los Angeles

MICHAEL D. ANTONOVICH
MAYOR

July 28, 2015

Carrie Bowen
Caltrans District 7
100 South Main Street
Los Angeles, CA 90012

RE: SR-110 Hookramp Project

Dear Ms. Bowen,

The City of South Pasadena (City), was granted \$9.3 million in Rogan Funds to complete the State Route 110 (SR-110) interchange at Fair Oaks Avenue (Project), however, the City faces an \$400-900,000 funding shortfall to update the 2003 plans that have become outdated due to Caltrans' new construction, storm water, structural components, and environmental requirements. While the City recognizes the importance of the Project, it is unable to identify adequate funding to complete the SR-110 Project. Furthermore, the \$9.3 million in Rogan Funds cannot be transferred to another project, and therefore, failure to complete the SR-110 Project would result in a loss of funds to the region.

The SR-110 Project is a regionally significant project that is heavily congested by commuters from throughout the San Gabriel Valley. Metro and Caltrans have acknowledged the regional significance of the SR-110 Project by including the SR-110 Project as one of the road improvement projects in the Transportation System Management/Transportation Demand Management (TSM/TDM) Alternative of the State Route 710 North Project Draft Environmental Impact Report/Environmental Impact Statement (Table 2.3 Local Street and Intersection Improvements of the TSM/TDM Alternative: ID No. T-2).

As a regionally significant project completion of the SR-110 Project should be the responsibility of the regional transportation planning agency. Therefore, Caltrans should assume the role of lead agency for the revised design and construction of the SR-110 Project. The City is willing to function as a fiduciary agent for the remaining \$9.3 million in Rogan Funds to sign over the available funds to Caltrans to further assist with the completion of the SR-110 Project.

If you have any questions or comments please feel free to contact Sergio Gonzalez, City Manager, at sgonzalez@southpasadenaca.gov or (626) 403-7210.

Sincerely,

Michael D. Antonovich
Mayor, Los Angeles County

cc: South Pasadena City Council

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Lucy Demirjian, Assistant to the City Manager 
SUBJECT: **Provide Direction on Four Resolutions Being Considered at the League of California Cities' Annual Business Meeting on October 2, 2015, in San Jose, California**

Recommendation

It is recommended that the City Council provide direction to the City of South Pasadena's (City) delegate, or alternate delegate, to vote on four resolutions being considered at the upcoming League of California Cities' (League) Annual Business Meeting being held during the League's Annual Conference in San Jose, California.

1. League Bylaws Amendment;
2. Overconcentration of Alcohol and Drug Treatment Facilities;
3. Residential Rentals, Support for SB 593 (McGuire); and
4. Compensation for Prolonged Electrical Power Outages.

Fiscal Impact

There is no fiscal impact to supporting the proposed resolutions. Expenses to attend the meeting have been accounted for in the current budget.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Each year, the League accepts resolutions from member cities and elected officials on issues that have a direct bearing on municipal affairs. The resolutions are reviewed by the appropriate League policy committees and their recommendations are presented to the General Assembly at the Annual Business meeting, on Friday, October 2, 2015. The voting delegates at the Annual Business meeting make the final determination on the resolutions. This year, four resolutions have been introduced for consideration by the League's General Assembly.

It is important that the City be represented at the League's Annual Conference Business Meeting and to vote on proposed resolutions in accord with City Council direction. The League encourages each City Council to consider the resolutions so that the voting delegate can represent the City's position on each resolution.

Support of League resolutions does not commit cities to adopt or implement any League positions in their local communities.

On July 1, 2015, the City Council designated Councilmember Marina Khubesrian, M.D., as the City's voting delegate and City Manager Sergio Gonzalez as the alternate voting delegate (Resolution No. 7406).

Analysis

The League's resolutions packet which includes the full text of each resolution is attached for your consideration. Below is a summary of each resolution and recommended City position.

1. Resolution relating to League bylaws amendments regarding succession of League offices to fill vacancies *Approve*
Seeks to streamline the succession process when filling a vacancy for the office of President of the Board of Directors. The bylaws will be amended to allow the Immediate Past President to fill an unexpected vacancy in the office of President for the remainder of the vacated term, ensuring minimal disruption to the workflow and goals of the association.

2. Resolution calling for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods *Approve*
Calls for the Governor and the Legislature to work with the League and other stakeholders to explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities, avoid the creation of institutional settings when multiple facilities are concentrated in a single location, and determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

3. Resolution supporting SB 593 (McGuire) and continued local flexibility for cities as they address neighborhood and fiscal impacts of temporary rentals of residential units *Approve*
SB 593, titled the Thriving Communities and Sharing Economy Act, seeks to bolster local efforts to regulate and collect transient occupancy taxes from the temporary rental of residential houses, condominiums, rooms, and apartments for tourists and transient use. The League is currently in support of this legislation.

4. Resolution calling upon the Governor and the Legislature to work with the League to enact legislation or to otherwise compel Southern California Edison to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances
Calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel Southern California Edison (SCE) to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage under specified circumstances.

Approve

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: League of California Cities' Annual Conference Resolutions Packet



*Annual Conference
Resolutions Packet*

2015 Annual Conference Resolutions



San Jose

September 30 – October 2

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, four resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: Four policy committees will meet at the Annual Conference to consider and take action on the resolution referred to them. The committees are Administrative Services; Environmental Quality; Housing, Community and Economic Development; and Revenue and Taxation. These committees will meet on Wednesday, September 30, 2015, at the Hilton San Jose. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 1, at the San Jose Convention Center, to consider the reports of the four policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 2, at the San Jose Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 1. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 30
Hilton San Jose
300 Almaden Boulevard, San Jose

9:00 a.m. – 10:30 a.m.: Environmental Quality
Housing, Community & Economic Development

10:30 a.m. – Noon: Administrative Services
Revenue and Taxation

General Resolutions Committee

Thursday, October 1, 1:00 p.m.
San Jose Convention Center
150 West San Carlos Street, San Jose

Annual Business Meeting and General Assembly Luncheon

Friday, October 2, 12:00 p.m.
San Jose Convention Center
150 West San Carlos Street, San Jose

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation
to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

ADMINISTRATIVE SERVICES POLICY COMMITTEE

		1	2	3
1	League Bylaw Amendment			

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
4	Compensation for Prolonged Electrical Power Outages			

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
2	Overconcentration of Alcohol & Drug Treatment Facilities			
3	Residential Rentals, Support for SB 593 (McGuire)			

REVENUE AND TAXATION POLICY COMMITTEE

		1	2	3
3	Residential Rentals, Support for SB 593 (McGuire)			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

2015 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ADMINISTRATIVE SERVICES POLICY COMMITTEE

1. RESOLUTION RELATING TO LEAGUE BYLAWS AMENDMENTS REGARDING SUCCESSION OF LEAGUE OFFICES TO FILL VACANCIES

Source: League Board of Directors

Referred to: Administrative Services Policy Committee

Recommendation to General Resolutions Committee:

WHEREAS, the League of California Cities® is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the League's Board of Directors periodically reviews the League's bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership interests; and

WHEREAS, on two occasions in recent years when vacancies arose in office of President of the Board of Directors after disappointing reelection results, the vacancy was filled in accordance with the League Bylaws by the First Vice President becoming President at the next Board meeting. This left a vacancy in the office of First Vice President that was filled by the Board by advancing the Second Vice President. This required recruiting a new Second Vice President that the Board chose, as provided in the Bylaws, from the ranks of the Board itself; and

WHEREAS, in September 2014 the Board chose a new Second Vice President as usual and also a new First Vice President who had not previously served as Second Vice President because the prior Second Vice President was elected to county office and was no longer eligible. When the President was not reelected in November 2014, the First Vice President advanced to the office of President with only two months of experience as a League officer. Additionally, the Second Vice President was advanced to First Vice President; and

WHEREAS, the Board of Directors believe this confluence of events twice in recent years demonstrates a weakness in the succession of League offices required by the League Bylaws because the accelerated advancement of officers in the event of a vacancy in the office of President may deprive the junior officers and the League of adequate time to serve and develop expertise and relationships in the offices of Second and First Vice President; and

WHEREAS, it is the unanimous recommendation of the League Board that the League membership amend article VIII, section 4, of the League bylaws to allow the Immediate Past President to fill an unexpected vacancy in the office of President for the unexpired term if the Immediate Past President agrees. If not, the current succession process would occur; and now, therefore, be it,

RESOLVED, by the General Assembly of the League of California Cities assembled in Annual Conference in San Jose, October 2, 2015, that article VIII, section 4 of the League bylaws be amended to read as follows:

Article VIII: Officers

Section 1: Identity.

The officers of the League are a President, a First Vice-President, a Second Vice-President/Treasurer, an Immediate Past President, and an Executive Director.

Section 2: Duties of League Officers.

- (a) **President.** The President presides at all League Board meetings and all General Assemblies. The President has such other powers and duties as may be prescribed by these bylaws or the League Board.
- (b) **First Vice-President.** The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the League Board.
- (c) **Second Vice-President/Treasurer.** The Second Vice-President/Treasurer carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President/Treasurer has such other powers and duties as may be prescribed by these bylaws or the League Board.

Section 3: Election.

The League Board elects the League's President, First Vice-President and Second Vice-President for terms of one year. The election occurs at the League Board's meeting at the Annual Conference.

Section 4: Vacancies.

A vacancy in the office of President is filled ~~at the next meeting of the League Board~~ by the *Immediate Past President who shall serve for the unexpired term of office and, upon election of a new President at the next Annual Conference, shall subsequently serve a full term as Immediate Past President. In the event the Immediate Past President is not available to fill the vacancy in the office of the President, or declines in writing, it shall be filled by the* succession of the First Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President/Treasurer, is filled for the un-expired term by appointment *by the League Board* of a member of the League Board. A vacancy in the office of the Immediate Past President is filled for the un-expired term by the last Past President continuing to hold a city office.

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Background Information on Resolution No. 1

Source: League Board of Directors

Background:

In 2010 and again recently in 2014 the city official elected League President at the Annual Conference in September was not returned to office by the voters of their city. This development triggered a series of steps laid out in the order of succession in the League Bylaws that mandates that the First Vice President advance to the office of President at the next Board meeting and that the Board fill the vacancy in the office of First Vice President for the remainder of the term.

When the Board filled the League offices in September 2014, the Second Vice President could not advance to First Vice President since she had been elected to the office of county supervisor and was ineligible to serve. Consequently the Board selected two directors to fill both the offices of First Vice President and Second Vice President. Neither had previously served as a League officer.

When the vacancy in the office of President occurred after the November general election, the First Vice President advanced to the office of President after having served only two months as a League officer in contrast to the normal advancement process of twenty-four months. The Second Vice President was advanced to the office of First Vice President after having served only two months as a League officer. The Board also chose a new Second Vice President.

At the February, 2015 meeting of the League Board of Directors, the Executive Committee recommended unanimously an amendment to the order of succession in Art. VIII, Sec. 4 of the League Bylaws. The proposed amendment would allow the most experienced member of the Executive Committee, the Immediate Past President, to fill out the remainder of the term of office of a President who leaves the office before its term is completed if the Immediate Past President is willing and able to do so. This arrangement would allow the First Vice President to continue serving and to advance to the office of President on the schedule envisioned by the League Bylaws. If the Immediate Past President were unable or unwilling to serve, the existing order of succession would occur.

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League of California Cities Staff Analysis on Resolution No. 1

Staff: Alicia Lewis
Committee: Administrative Services Policy Committee

Summary:

This resolution seeks to streamline the succession process when filling a vacancy for the office of President of the Board of Directors. It would allow for the League bylaws to be amended, allowing the Immediate Past President to fill an unexpected vacancy in the office of President for the remainder of the vacating President's term. Changes to League bylaws require a 2/3 vote of the General Assembly.

Background:

The past few years have yielded several occasions where the succession line for Board of Directors leadership was disrupted due to disappointing election results and officers taking office outside of city government.

In September 2014 the Board chose a new First and Second Vice President. The First Vice President had not previously served as Second Vice President because the prior member was elected to county office and therefore no longer eligible. When the President was not reelected in the November 2014, the First Vice President advanced to the office of President with only two months of experience as a League officer. Additionally, the Second Vice President was advanced to First Vice President. This transition far outpaced the normal process for advancing as an officer on the Board of Directors.

Fiscal Impact:

This impact of this resolution would have no fiscal impact.

Comments:

The nature of this resolution is to ensure that there is a smooth succession process in place and that current Vice-Presidents (First and Second) have ample time to prepare for their role as President. By

allowing the Immediate Past President to finish out the term of a vacated presidency the Board would ensure there is minimal disruption to the workflow and goals of the association.

**RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT
POLICY COMMITTEE**

**2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR
LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES
AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE
RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS**

Source: City of Malibu

Concurrence of five or more cities/city officials: Cities: Artesia; Duarte; La Canada Flintridge; Lakewood; Lomita; and Pico Rivera. City Officials: Los Angeles Council Member Mitchell Englander

Referred to: Housing, Community and Economic Development Policy Committee

Recommendation to General Resolutions Committee:

WHEREAS, residential group home facilities provide valuable rehabilitation and support services for those who live in them, which benefits the greater society; and

WHEREAS, state departments license these facilities through several state agencies, and operators are required to meet various state statutory requirements; and

WHEREAS, in addition to residents, these facilities often include live-in managers and other staff, who provide a variety of services to residents which may include meals, workshops, training, counseling and other services. These uses and services may also require frequent deliveries to be made to the facility, shuttle van service provided to residents, and additional automobile traffic due to shift changes, visiting hours, and other activities. Collectively, these uses often generate more noise and activity than expected from a traditional single-family home; and

WHEREAS, the overconcentration of residential group homes changes the character of neighborhoods as they become centers for the delivery of various services. This environment not only creates a disruption to long-time residents, it can also diminish the quality of the residential treatment experience for group home residents as the neighborhood assumes a more institutional setting; and

WHEREAS, the State and local governments operate in partnership regarding the location of these residential care facilities in residential neighborhoods in order to carry out the policy of the State to prevent overconcentration of such facilities in these neighborhoods; and

WHEREAS, the state has adopted a 300 foot separation requirement between facilities licensed by the Department of Social Services,¹ but these siting standards have not been extended to apply to facilities licensed by other state agencies such as the Department of Health Care Services or other licensed or unlicensed facilities; and

WHEREAS, it is the policy of the State that each county and city permit and encourage development of sufficient numbers and types of alcoholism or drug abuse recovery or treatment facilities as are commensurate with local need;² and

¹ Health & Safety Code Section 1520.5

² Health & Safety Code Section 11834.20

WHEREAS, the California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law;³ and

WHEREAS, the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability;⁴ and

WHEREAS, there is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities; and

WHEREAS, many community concerns could be addressed if State agencies communicated and collaborated more with local governments; and

WHEREAS, the League of California Cities is committed to working in partnership with the Legislature and Administration to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations established by State and federal law.

RESOLVED, at the League of California Cities General Assembly, assembled at the League Annual Conference on October 2, 2015 in San Jose, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to address the following issues:

1. Explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities.
2. Avoid the creation of institutional settings when multiple facilities are concentrated in a single location, while also reducing noise, congestion and other concerns often raised by residents in residential neighborhoods.
3. Determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

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Background Information on Resolution No. 2

Source: City of Malibu

Background:

State law preempts local zoning regulation for licensed drug and alcohol treatment facilities. State and federal anti-discrimination laws require cities to treat facilities that function as single housekeeping units the same as any other “family.” In many areas of the state, these facilities are impacting residential neighborhoods because their concentration in certain neighborhoods tends to change the character of the area from a residential neighborhood to more like a hospital and institutional zone in terms of the land use impacts.

In order to avoid overconcentration in residential neighborhoods, most state-licensed group homes are required by state law to meet certain distancing requirements from other licensed group homes. Alcohol

³ Government Code 12955(l)

⁴ 42 U.S.C. Section 12134

and drug programs are treated differently under state law in this respect and no distancing requirements apply. In fact, the state licensing agency does not impose any restrictions on the number of facilities in the vicinity of one another and have been allowing licensees to obtain two licenses on one lot and to operate integrated multi-structure facilities under the guise of multiple single-family residential licenses. Similarly, state law currently requires private foster family agencies operating in residential zones to be organized and operated on a nonprofit basis, while drug and alcohol programs and sober living homes are permitted to operate as a for-profit business in residential zones. The addiction recovery industry has become big business. There are now thousands of treatment facilities and sober living homes in California and the number is rapidly increasing.

State policy sought integration of group homes into residential neighborhoods, not disintegration of the residential character of the neighborhoods. A course correction is required to advance state policy. Through zoning authority, cities can preserve the very neighborhoods that the community-care model depends on to provide the therapeutic environment of a residential neighborhood. Distancing requirements both respond to the biggest concern of local government (over concentration that impairs neighborhood character) and advances state policy. In addition, limiting the zoning preemption to non-profit programs will also assist in preserving the integrity of residential neighborhoods.

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League of California Cities Staff Analysis on Resolution No. 2

Staff: Dan Carrigg
Committee: Housing, Community and Economic Development

Summary:

This Resolution calls for the Governor and the Legislature to work with the League and other stakeholders to explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities, avoid the creation of institutional settings when multiple facilities are concentrated in a single location, and determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

Background:

The City of Malibu is sponsoring this resolution as a way of highlighting an issue that continues to create zoning and land use problems in single-family neighborhoods. While this is not a new issue for the League and its cities, and the League has existing policy in this area, the sponsors view the passage of this resolution as helpful in restarting conversations with the Legislature and the Governor's Administration that can hopefully lead to productive solutions.

HCED Committee member and Malibu Council Member Lou La Monte raised this issue at the Committee's June meeting, where he presented a resolution that had recently been adopted by the California Contract Cities Association on May 15. The Committee encouraged him to work with League staff in his effort to draft a measure to be presented at the League's annual conference. League staff worked with Mr. La Monte in this regard, mostly in helping ensure that the various "whereas clauses" appropriately reflect the important legal rights of patients and obligations of public entities that Legislators will expect to be balanced in any solutions to local land use issues.

Resolved Clauses from Recent CCCA Resolution:

NOW THEREFORE, the Members of the California Contract Cities Association hereby re-affirms its commitment to cooperation among units of government that serve the people of California and urges the

California state legislature to enact legislation that empowers local government to preserve the residential character of neighborhoods necessary to effect state policy regarding group homes as follows:

- 1. Amend the state law to provide the same distancing and notice requirements for ADP facilities as it does for Community Care Act facilities;*
- 2. Enact legislation providing standards that prevent overconcentration of unlicensed sober living homes to maintain residential character of neighborhoods which has therapeutic benefit for the occupants; and*
- 3. Restrict the zoning preemption for licensed ADP facilities to those owned and operated by non-profit organizations.*

Fiscal Impact:

Minor, if any.

Comment:

- 1) The League has significant existing policy in this area. In the past the League has had internal task forces and sponsored and supported various legislative proposals.
- 2) Making significant progress in this area has been difficult in the Capitol. Federal and state fair housing and anti-discrimination laws and various court decisions have bearing on local authority in this area. Patient advocacy groups and sympathetic legislators have been suspicious of any solutions that they see as limiting patient access. Thus, any effort to develop solutions to address local land use concerns must also remain sensitive to these issues and the perspective of legislators that sit on committees with jurisdiction in these areas.

Existing League Policy:

Related to this Resolution, existing policy provides:

- The League supports permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building and safety standards. State and county licensing agencies should be required to confer with the city's planning agency in determining whether to grant a license to a community care facility. The League recognizes that better review and regulation of residential care facilities will protect both the community surrounding a facility and the residents within a facility from a poorly managed facility or the absence of state oversight.
- The League supports state legislation to require a minimum distance of 300 feet between all new and existing residential care facilities. The League supports notification of cities about conditional release participants residing in group homes.

RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT AND REVENUE & TAXATION POLICY COMMITTEES

3. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS

Source: City of West Hollywood

Concurrence of five or more cities/city officials: Cities of Healdsburg, Mammoth Lakes, Napa, Piedmont, Santa Cruz, Santa Monica, Sonoma

Referred to: Housing, Community & Economic Development; Revenue & Taxation Policy Committees

Recommendation to General Resolutions Committee:

WHEREAS, the temporary rental of residential houses, condominiums, rooms, and apartments for tourist or transient use is a developing part of the sharing economy; and

WHEREAS, while these rentals provide additional options to the traveling public, and income to affected property owners or tenants, it is also important that such rentals comply with local laws, regulations and ordinances; and

WHEREAS, the temporary rental of residential houses, condominiums, rooms, and apartments for tourist or transient use can present numerous challenges to neighborhoods and adjacent property owners and create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows; and

WHEREAS, where temporary rental of residential units for tourist or transient use is allowed in conformance with local laws, regulations and ordinances, the applicable transient occupancy tax (TOT) should also be collected. The temporary rental of residential units for tourist or transient use is in direct competition with hotels, motels and other accommodations where guests pay the local TOT, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor; and

WHEREAS, the Thriving Communities and Sharing Economy Act, introduced as SB 593 by Senator Mike McGuire (D-2, Healdsburg), prohibits the operators of transient residential hosting platforms from advertising residential units for tourist or transient use if such use will violate any ordinance, regulation, or law within the applicable city or county that opts into its provisions, and requires the confidential quarterly reporting to the city or county of the following information (if the City or County adopts an ordinance requiring the reporting of the data):

1. The address of each residential unit that was occupied for tourist or transient use during the quarterly period.
2. The total number of nights the residential unit was occupied for tourist or transient use.
3. The amounts paid for the occupancy of the residential unit for tourist or transient use.

WHEREAS, the provisions of SB 593 bolster existing local authority to enforce local ordinances and collect revenue associated with the temporary rental of residential units by allowing local agencies access to the data necessary to enforce their ordinances and requiring short-term rental hosting platforms to collect local TOT and remit it to the appropriate jurisdiction if short-term rentals are allowed in that jurisdiction; and

WHEREAS, the provisions of SB 593 provide a helpful regulatory framework that cities and counties may choose in lieu of exercising their existing authority; and

WHEREAS, the League of California Cities supports SB 593 because it recognizes and preserves local flexibility to address the temporary rental of residential units in the manner that best fits with the unique issues and conditions found in each local jurisdiction; and

WHEREAS, SB 593 provides local jurisdictions with the data and framework necessary to collect TOT revenues from short-term rentals, to pay for vital local services; and

WHEREAS, SB 593 provides local jurisdictions with the data and framework necessary to enforce local regulations designed to ensure the safety of the public and residents living adjacent to short-term rentals; and

WHEREAS, despite any existing challenges faced by cities in regulating or collecting revenue from the temporary rental of residential units, cities would oppose any effort to undermine their existing local authority to regulate land use or collect local TOT revenue.

RESOLVED, at the League of California Cities General Assembly, assembled at the League Annual Conference on October 2, 2015 in San Jose, as follows:

1. Land use regulation and local tax collection are best overseen and implemented locally.
2. While temporary rental of residential units can offer innovative opportunities for travelers and property owners within the developing sharing economy, cities must retain flexibility to address any problems raised by such uses in a manner that reflects the unique issues and conditions in their communities.
3. Cities have existing legal authority and tools to regulate and collect revenue from the temporary rental of residential units, and SB 593 provides the data and framework that supports and bolsters such local efforts.
4. The League encourages cities to support SB 593.

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Background Information on Resolution No. 3

Source: City of West Hollywood

Background:

The sharing economy has quickly become common place in the everyday life of many individuals, whether they participate in ride-sharing, have rented a short-term residential unit, or live in a community where either is prevalent. The sharing economy has provided benefits to many, but also includes many issues that must be addressed in order to allow these sharing practices to effectively incorporate into our communities. Specifically, the short-term rental of residential units has grown exponentially within the last several years throughout the State, and its impacts need to be addressed.

Presently, many cities and counties prohibit the renting of residences for less than 30 days. However, these prohibitions are frequently ignored by Online Vacation Rental Businesses (“OVRBs”), causing unwanted burdens on cities while reducing TOT collection from sanctioned hotels. The short-term rental of residential properties presents numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows. The rentals facilitated by OVRB’s in these cities and counties go against the expressed wishes of the residents.

For the cities and counties that do allow short-term residential rentals, most require hosts to register and that transient occupancy taxes be paid. However, registration and payment of TOT in these cities and counties are based on the owners of the short terms residential units voluntarily reporting their rental activity. However, there has been a severe under-registration of hosts and underpayment of TOT. Only 10% of hosts in San Francisco have followed the city ordinance to register. Sonoma County has had to spend in excess of \$200,000 in an attempt to track down those rentals that are not paying the required TOT under the ordinance. And Los Angeles is currently experiencing a rental housing shortage due in part to the recent popularity of OVRBs.

Cities and counties have been unable to obtain this information due to the fact that OVRB's pass their responsibility to individual homeowners. This lack of oversight and enforcement presents a gap in accountability, and as a result, local laws and regulations are not being followed.

Sen. Mike McGuire's Thriving Communities and Sharing Economy Act (SB 593) will provide local jurisdictions with the data and framework necessary to collect TOT revenues from short-term rentals, to pay for vital local services; or conversely, the data necessary to help cities enforce local regulations designed to ensure the safety of the public and residents living adjacent to short-term rentals, if those rental are not allowed.

Specifically, SB 593 would: 1) Prohibit the operators of short-term residential hosting platforms from advertising residential units for tourist or transient use if such use will violate any ordinance, regulation, or law, within the applicable city that opts into the bill's provisions; 2) Require short-term rental housing platforms to collect and remit applicable transient occupancy tax (if short-term rentals are allowed in the city and the collection of TOT is required by the city); and 3) Require the confidential quarterly reporting of the address of each residential unit that was occupied for tourist or transient use during the quarterly period, the total number of nights the residential unit was occupied for tourist or transient use, and the amounts paid for the occupancy of the residential unit for tourist or transient use.

The premise of SB 593 is simple: reinforce local laws already on the books. Where vacation rentals are legal, the bill will assist local jurisdictions in their regulation and collection of Transient Occupancy Taxes, (TOT) as more than 430 cities and 56 counties impose a TOT. Where vacation rentals are illegal by local ordinance, the bill will prohibit online vacation rental businesses from making a rental.

The Thriving Communities and Sharing Economies Act will empower local control, provide desperately needed funding for parks, local roads, fire and police services, and promote safe neighborhoods. SB 593 will require online vacation rental businesses to disclose information to cities and counties and/or collect and disperse Transient Occupancy Tax dollars – projected to be in the hundreds of millions of dollars statewide.

The emerging short term rental industry is an important segment of the state economic fabric and an issue of statewide importance. SB 593 would assist in facilitating a shared economy that will be beneficial to California's cities and their residents.

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League of California Cities Staff Analysis on Resolution No. 3

Staff: Dan Carrigg
Committees: Housing, Community & Economic Development; Revenue & Taxation

Summary:

This Resolution seeks to highlight and increase support for SB 593 (McGuire), which is pending in the Legislature. SB 593, titled the Thriving Communities and Sharing Economy Act, seeks to bolster local efforts to regulate and collect transient occupancy taxes from the temporary rental of residential houses, condominiums, rooms, and apartments for tourists and transient use. The League is currently in support of this legislation.

Background:

The City of West Hollywood and other cities are sponsoring the resolution in an effort to expand awareness of the issue among cities and encourage additional support for SB 593. They view the

legislation as helpful in bolstering local efforts to appropriately regulate a growing vacation rental industry.

The author introduced SB 593 based upon his past experience as both former Mayor of Healdsburg and a Sonoma County Supervisor. These areas are popular with tourists, and the affected communities are facing increasing land use and revenue collection issues. SB 593 is currently on the Senate Floor and is considered a “two-year bill,” meaning that it cannot move until January 2016.

In addition to the League, SB 593 has a broad range of support:

Support: American Federation of State, County, and Municipal Employees, AFL-CIO; American Hotel and Lodging Association; Asian American Hotel Owners Association; American Insurance Association; Association of California Insurance Companies; Andaz West Hollywood General Manager Lin Schatz; Association for Los Angeles Deputy Sheriffs; City of Big Bear Lake; Borrego Springs Chamber of Commerce & Visitors Bureau; California Apartment Association; California Association of Boutique and Breakfast Inns; California Association of County Treasurers and Tax Collectors; California Apartment Association; California Association of Code Enforcement Officers; California College and University Police Chiefs Association; California Narcotics Officers Association; California Police Chiefs Association; California Hotel and Lodging Association; California Labor Federation; California Professional Firefighters; California State Association of Counties; California Teamsters Public Affairs Council; Contra Cost County Treasurer-Tax Collector Russell Watts; Paul Desterman, Mindy Desterman; El Dorado County Treasurer-Tax Collector C.L. Raffety; Douglas Engmann; Fairmont San Jose General Manager Kelley Cosgrove; Hilton Los Angeles/Universal City General Manager Mark Davis; Hotel Association of Los Angeles; Hotel Council of San Francisco; Humboldt County Convention and Visitors Bureau; International Faith Based Coalition; League of California Cities; Long Beach Firefighter Association; Los Angeles Alliance for a New Economy; Los Angeles Police Protective League; Town of Mammoth Lakes; Marin County Council of Mayors and Councilmembers; Marriot Courtyard in Larkspur General Manager Sam Pahlavan; Denise McNicol; Mendocino County Board of Supervisors; Mendocino County Treasurer-Tax Collector Shari Schapmire; Mono County Board of Supervisors; Ashok Mukherje; National Association of Mutual Insurance Companies; Neighbors for Overnight Oversight; Jenny Oaks; Pacific Association of Domestic Insurance Companies; Riverside Sheriffs Association; Rural County Representatives of California; Sacramento Hotel Association; San Diego County Hotel-Motel Association; San Franciscans for Reasonable Growth; San Luis Obispo County Auditor-Controller-Treasurer-Tax Collector James Erb; San Mateo County Central Labor Council; Santa Cruz County Convention and Visitors Council; Service Employees International Union; ShareBetter San Francisco; Sierra County Auditor-Treasurer-Tax Collector Van Maddox; Siskiyou County Treasurer-Tax Collector Wayne Hammar; Sonoma County Auditor-Controller-Tax Collector David Sundstrom; Sonoma County Board of Supervisors; City of Thousand Oaks; Tulare County Auditor-Controller-Treasurer-Tax Collector Rita Woodard; Tuolumne County Treasurer-Tax Collector Shelley Piech; UNITE-HERE, AFL-CIO; United Firefighter of Los Angeles City, Local #112; Natasha Yankoffski.

Opposition: Airbnb; Consumer Watchdog; Internet Association, TechNet.

Fiscal Impact:

Transient Occupancy Taxes are a significant source of local revenue. Many cities and counties are encountering challenges identifying units in their community that are being used as vacation rentals and collecting associated revenue. Where vacation rentals are permitted by local ordinance, the passage of SB 593 can assist local efforts, thereby increasing local revenues to support local services.

Comment:

- 3) Earlier this year the League’s Housing Community and Economic Development Committee and Revenue and Taxation Committee reviewed an earlier version of SB 593 and initially adopted a

Support, If Amended position, which was concurred with by the League board. The author later incorporated the League's amendments into the bill and the League issued a support letter on the current version of the bill.

- 4) Local governments already have extensive authority to regulate land use and collect local taxes. While vacation rentals may be an increasingly popular option for the traveling public, local ordinances are beginning to adjust. The League supports SB 593 because it is crafted in a way that supports local authority in dealing with this emerging issue. Local agencies can either opt in to its provisions or continue to address issues differently under their existing local authority.

Existing League Policy:

Related to this Resolution, existing policy provides:

HCED Policy: The League believes that local zoning is a primary function of cities and is an essential component of home rule.

Rev. & Tax Policy: Additional revenue is required in the state/local revenue structure. There is not enough money generated by the current system or allocated to the local level by the current system to meet the requirements of a growing population and deteriorating services and facilities.

RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY POLICY COMMITTEE

4. **RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES TO ENACT LEGISLATION OR TO OTHERWISE COMPEL SOUTHERN CALIFORNIA EDISON TO CREATE A PROGRAM TO AUTOMATICALLY PROVIDE DIRECT COMPENSATION TO ITS CUSTOMERS AFFECTED BY PROLONGED ELECTRICAL POWER OUTAGES UNDER SPECIFIED CIRCUMSTANCES.**

Source: City of Rancho Palos Verdes

Concurrence of five or more cities/city officials: Cities of Hermosa Beach, Lomita, Palos Verdes Estates, Rolling Hills and Rolling Hills Estates

Referred to: Environmental Quality Policy Committee

Recommendations to General Resolutions Committee:

WHEREAS, local governments in California are often reliant upon investor-owned private utility companies for the provision of electrical power to their citizens, businesses and institutions; and,

WHEREAS, the reliability and consistency of electrical supply and transmission is critically important to local governments to ensure the protection of the public safety, health and general welfare of communities; and,

WHEREAS, prolonged disruptions in electrical service can jeopardize the health of citizens who have a variety of physical challenges and rely on a constant source of power for medical devices; the safety of senior citizens who are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and the financial well-being of citizens, businesses and institutions that suffer from the loss of food, medication and other perishable items during prolonged power outages; and,

WHEREAS, Southern California Edison (SCE), an investor-owned utility serving 15 million customers in Southern and Central California, experiences frequent and prolonged service disruptions due to both planned and unplanned outages, equipment failures and weather-related events, which adversely affect local governments within its service area; and,

WHEREAS, SCE has been fined by the California Public Utilities Commission in the past due to prolonged service disruptions, most recently being levied a \$24.5 million penalty as a result of a prolonged outage that resulted from a wind storm in 2011; and,

WHEREAS, although SCE provides a claim process by which its customers may seek compensation for financial losses incurred as a result of prolonged service disruptions, SCE appears to reject most such claims; which places an unreasonable burden upon its customers and creates a false impression that customers will be compensated for their losses; and,

WHEREAS, at least one other investor-owned utility in California, Pacific Gas and Electric (PG&E) in Northern and Central California, has existing programs and procedures in place (“Safety Net” and “Service Guarantee”) that automatically and directly compensate its customers when they are affected by prolonged service disruptions, including disruptions due to weather events and other causes, without the need for customers to seek compensation through a claim process; and,

WHEREAS, these PG&E programs provide for “Storm Inconvenience Payments” of \$25 to \$100 for weather-related service disruptions of forty-eight (48) hours or more; as well as \$30 service credits in instances of where the customer’s electrical service is not restored within four (4) hours, or the customer is not provided with a time for service restoration within four (4) hours; the customer is without electrical service for twenty-four (24) hours or more in the event of unplanned service disruptions (unless the cause of the disruption is completely beyond the utility’s control); and the customer is without electrical service as a result of a planned service interruption where less than seventy-two (72) hours’ notice is provided to the customer; and,

WHEREAS, local governments within SCE’s service area believe that requiring SCE to implement automatic and direct compensation programs for prolonged service disruptions, similar to those implemented by PG&E, will provide tangible relief to citizens, businesses and institutions that are adversely affected by prolonged outages, and will incentivize SCE to improve the reliability of its equipment and service; and now therefore let it be,

RESOLVED by the General Assembly of the League of California Cities, assembled in San Jose on October 2, 2015, that the League calls for the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel SCE to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances; and let it be,

FURTHER RESOLVED that such program shall be modeled upon PG&E’s “Safety Net” and “Service Guarantee” programs, and shall cover weather-related events and planned and unplanned service disruptions.

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Background Information on Resolution No. 4

Source: City of Rancho Palos Verdes

Background:

The City of Rancho Palos Verdes and other cities in the South Bay region of Los Angeles County have longstanding concerns regarding the ineffective process by which Southern California Edison (SCE) addresses residents’ claims, and desires to obtain the League’s assistance in correcting that process. On the Palos Verdes Peninsula, SCE’s aged infrastructure has caused fires and repeated, prolonged power

outages. The prolonged power outages are the focus of this request, because they adversely affect residents in a variety of ways, particularly:

- Residents who have a variety of physical challenges and rely on a constant source of power for medical devices;
- Residents who are senior citizens and are particularly susceptible to injury if power outages persist for a long period of time into the evening hours; and,
- Residents who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

The California Public Utilities Commission (CPUC) has the authority to impose penalties on utilities, including for prolonged power outages, and did so in connection with an extreme wind event that occurred in the Los Angeles area in 2011. However, the CPUC is not authorized to award claims to residents for prolonged electrical power outages. If a resident has a claim he or she wishes to pursue, the resident must file a claim with SCE, along with documentation of the financial loss that was incurred. If the claim is rejected, the resident then must file a lawsuit against SCE (probably in small claims court). Most residents will not want to spend the time and effort to pursue small claims for monetary damages arising from extended power outages.

SCE only awards claims for damages caused by its own negligence. This means that if an extended power outage is caused by a weather-related event, the claim will be denied. The SCE website also states that it will not cover claims for power surges. Since SCE often moves power from one line to another to enable repairs and maintenance, SCE can be the cause of the power surge, but residents still will not receive compensation for those claims.

Proposed Legislation

The proposed resolution calls upon the Governor and Legislature to enact legislation (or take other action) that will provide rebates in flat amounts to SCE customers for extended power outages under specified conditions. The proposed legislation could be modeled on the "Safety Net" and "Service Guarantee" programs offered by Pacific Gas and Electric (PG&E), another California-based investor-owned utility, which provides specific rebates to its customers based upon the type, cause and duration of service interruptions. These penalties are designed to provide direct compensation to SCE's customers who are adversely affected by prolonged power outages, and to incentivize SCE to restore the power as quickly as possible. They also will eliminate the frustration that SCE's customers experience as a result of SCE's existing claim process.

//////////

League of California Cities Staff Analysis on Resolution No. 4

Staff: Jason Rhine
Committee: Environmental Quality

Summary:

Resolution No. 4 calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel Southern California Edison (SCE) to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage under specified circumstances.

Background:

City of Rancho Palos Verdes asserts that the South Bay region of Los Angeles County has longstanding concern regarding the ineffective process by which SCE addresses residents' claims associated with

prolonged electrical power outages. The City believes that SCE's aged infrastructure has caused fires and repeated, prolonged electrical power outages. Prolonged electrical power outages can adversely affect residents who have physical challenges and rely on a constant source of power for medical devices; residents who are senior citizens and are particularly susceptible to injury if electrical power outages persist for a long period of time into the evening hours; and, residents who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged electrical power outages.

According to information provided by SCE, SCE has the following customer compensation program:

Service Guarantee Program

SCE shall provide the following four service guarantees to its electric customers and provide a \$30 credit when these service guarantees are not met. Unless otherwise stated below, the four service standards apply only to active service accounts served under the Residential, General Service and Industrial, or Agricultural and Pumping rate schedules.

- **Restoration of Service Within 24 Hours:** SCE will restore electrical service within 24 hours of when SCE first becomes aware of a power outage. The first credit will be applied if the outage exceeds 24 hours. Additional credits will be applied for each succeeding 24-hour period that the customer is without service. Partial credits will not be paid for outage periods less than a full 24-hour increment. *Power outages associated with a moderate, severe, or catastrophic storm condition are exempt from the program.*
- **Missed Appointments:** When an appointment for a field service visit is made with a customer for a specific appointment time, and the customer's presence is required for establishing new service, a billing inquiry, or meter installation, SCE will arrive at the agreed upon appointment within 30 minutes before or after the scheduled time.
- **Notification of Planned Outages:** SCE will provide customers with notification of a planned outage at least three calendar days prior to the event. SCE will notify customers either by US Postal Service mail, by phone, in-person or door-to-door through door hangers, or by e-mail if SCE has the customer's e-mail address on file. If a planned outage is rescheduled to a new date not specified in the original notice to the customer, SCE will provide a new notice at least three calendar days in advance of the rescheduled planned outage.
- **Timely and Accurate First Bill:** SCE will issue an accurate first bill to a new customer of record within 60 days of establishing service. The bill and bill accuracy is defined according to the terms and conditions of SCE's Rule 9 (Rendering and Payment of Bills) and Rule 17 Section A (Adjustment of Bills and Meter Tests Usage) and Section D (Adjustment of Bills for Billing Error). The service guarantee credit process will be initiated once SCE is aware that the first bill was either inaccurate or issued beyond sixty days of establishing service. The first bill for any given customer account is eligible for only one service guarantee credit regardless of whether the bill is late, inaccurate, or both.

According to PG&E's website, PG&E offers the following customer compensation programs:

Compensation for Extended Outages

STORMS MESSAGE: If you are a residential customer and have gone without power for at least 48 hours due to severe storm conditions, you may qualify for a payment under PG&E's Safety Net Program. This program provides for the automatic payment of \$25 - \$100, which is paid about 60 days following the storm outage. In some cases, processing may take 90-120 days (heavy storm season).

Safety Net Program

We understand how inconvenient it is for customers who go without power for 48 hours or longer due to severe events, such as a storm. That is why ~~PG&E~~ created the following:

- PG&E will provide payments to residential customers we determine were without power for more than 48 hours due to a severe storm.
- The payments will range from \$25 up to \$100, depending on the length of the outage.

Eligibility

- The Storm Inconvenience Payment provision of the Safety Net Program applies to residential customers only (rate schedules E-1, E-6, E-7, E-8, E-9, EM, ES, ESR, ET, and EV); customers also may be enrolled in programs such as CARE and medical baseline.
- Businesses, agricultural accounts, multi-family building common areas, streetlights, and all other customers other than residential customers are ineligible for Storm Inconvenience Payments.
- Storm Inconvenience Payments will not be issued to customers in areas where access to PG&E's electric facilities was blocked (mud slides, road closures or other access issues). Also, if customer equipment prevented restoral or extended customer outage (ex. weatherhead, service drop, etc.).
- The outage must have occurred during a major weather-related event that caused significant damage to PG&E's electric distribution system.
- The outage must have lasted more than 48 hours.
- Storm Inconvenience Payments are in increments of \$25 (\$100 maximum per event). Payment levels are based on the length of the customer's outage:
 - 48 to 72 hours \$25
 - 72 to 96 hours \$50
 - 96 to 120 hours \$75
 - 120 hours or more \$100
- Both bundled-service and direct-access residential customers qualify for Storm Inconvenience Payments.
- Storm Inconvenience Payments will be issued to the customer of record.
- A customer with multiple residential services such as a primary residence and a vacation home is eligible for Storm Inconvenience Payments at each location where there was a storm-related outage of more than 48 hours.
- Customers must have an open account (service agreement) in good standing at the time of the outage and at the time payment is issued (generally 45 to 60 days after the event).
- For master-metered accounts such as mobile home parks, the customer of record will receive the Storm Inconvenience Payment for the master meter only.

Service Guarantee Program

Gas and electricity are essential to keep your life running smoothly, safely and efficiently. When your service is interrupted or in need of repair, you expect a reasonable and timely response. To ensure that we provide this to you, PG&E has implemented service guarantees, which spell out our commitment to prompt customer service for our customers:

- **Guarantee 1: Missed Appointments:** PG&E will meet the agreed upon appointment time set with our customer during contact with our Call Center or automatically credit your account \$30.
- **Guarantee 2: Non-Emergency Investigations:** PG&E will investigate non-emergency situations (check meter) and communicate results to a customer within seven days of a customer's request. Check-meter appointments between October 15 and December 15 of each year will be scheduled within 10 workdays. If an off-site meter test is required, PG&E will communicate the results to the customer within 30 days. If access is required to the customer's premises, then an appointment is necessary. Failure to meet the service guarantee will result in a \$30 credit to the customer's account. An automatic credit to the customer's account would apply only if PG&E misses a scheduled appointment date. If

the appointment is scheduled beyond five workdays, the customer must notify PG&E to receive the credit. If PG&E's records show that such scheduling was at the customer's request, the credit does not apply.

- **Guarantee 3: Emergency:** The Emergency Service Guarantee is not currently in effect.
- **Guarantee 4: Complaint Resolution:** PG&E will decide on a course of action to resolve a complaint and communicate it to the customer within three working days. PG&E will communicate the complaints resolution to the customer within 10 working days, or 30 working days when an off-site meter test is required or an on-site home audit is requested. Failure to meet the service guarantee will result in a \$30 credit to the customer's account.
- **Guarantee 5: New Meter Installations:** PG&E will meet the agreed upon date for new service meter installations and service turn-ons or automatically credit your account \$50.
- **Guarantee 6: Electric Service Disruptions:** PG&E will respond to customer calls reporting electric service interruptions within four hours by restoring service; or by informing the customer, upon request, when service restoration is expected; or automatically credit your account \$30.
- **Guarantee 7: Electric Service Restoration:** PG&E will restore electric service within 24 hours, unless the cause is absolutely beyond our control, or we will automatically credit your account \$30 for each 24-hour period you are without service.
- **Guarantee 8: Commencing Bills:** PG&E will issue an accurate commencing bill to a new customer account within 60 days of service initiation, or we will automatically credit your account \$30.
- **Guarantee 9: Planned Interruptions:** PG&E shall provide at least three days' notice of a planned interruption in service. Failure to meet the service guarantee will result in a \$30 credit to the customer's account. This guarantee will require a customer call and PG&E investigation to determine if PG&E's commitment to notify customers 72 hours in advance of planned interruptions was missed. Customers notified of planned service interruptions 72 hours in advance may have their service interrupted on multiple occasions on the date(s).
- **Guarantee 10: Service Termination in Error:** Impacted customers will be eligible for a \$100 credit adjustment if PG&E terminates service in error.

Fiscal Impact:

No Impact on City Funds. Compelling SCE to create automatic direct compensation programs modeled on PG&E's "Safety Net" and "Service Guarantee" programs would have no direct fiscal impact on cities because the "Safety Net" program is limited to residential customers and the "Service Guarantee" program is very similar to SCE's existing program. However, residential customers would receive direct payments in specified circumstances for prolonged electrical power outages.

Comment:

- The City of Rancho Palos Verdes, in sponsoring this resolution, does not believe that SCE has an effective process to address customer damage claims associated with prolonged electrical power outages. According to the resolution, the City of Rancho Palos Verdes would like to compel SCE to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances. Additionally, the program would be modeled upon PG&E "Safety Net" and "Service Guarantee" programs, and shall cover weather-related events and planned and unplanned service disruptions.
- *What is SCE's process to provide relief to customers that have experienced a prolonged electrical power outage?* As part of SCE's four point service guarantee program, customers experiencing an electrical power outages exceeding 24 hours, may qualify for a \$30 credit under specific conditions. However, prolonged electrical power outages

caused by a moderate, severe, or catastrophic storm condition are exempt from the program.

- *How does PG&E provide relief to customers that have experienced a prolonged electrical power outage?* Like SCE, PG&E has a multi-point service guarantee program that provides customer credits that range from \$30 -\$100 for a wide range of activities. In addition, PG&E has a specific, weather related program, the “Safety Net” program, which provides automatic, direct payment to customers experiencing electrical power outages, in excess of 48 hours.
- *What type of customer compensation program does the Resolution call for?* The Resolution calls for a customer compensation program that expands beyond PG&E’s two existing programs. Under the Resolution, the City of Rancho Palos Verdes would like to compel SCE to adopt a program based on PG&E’s “Safety Net” and “Service Guarantee” programs, and also cover weather-related events and planned and unplanned service disruptions.
- *Do these programs really provide funds to residential customers?* While the Resolution holds PG&E’s programs in high esteem, after hearing from a number of city officials in PG&E’s service territory, it seems that there is a great deal of skepticism around the effectiveness and utilization of their residential compensation programs. Is PG&E’s program really working as described?
- *What about California’s other Investor Owned Utilities (IOU) and municipal utilities?* The Resolution is directed at SCE. However, the committee may want to consider the implications of the Resolution on the other investor owned utilities and municipal utilities.
- *Is legislation the best approach?* The Resolution calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel SCE to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage. Given that the California Public Utilities Commission regulates all of the investor owned utilities, it may be more appropriate to seek a regulatory change rather than a legislative proposal.
- *More information to come.* The Resolution could have broader implications beyond SCE and PG&E. Prior to the Environmental Quality Policy Committee and General Resolutions Committee meeting at Annual Conference, League staff will provide additional background information on the following:
 - Other IOU electrical power outage compensation programs.
 - Municipal utility electrical power outage compensation programs.
 - Role of the California Public Utilities Commission.

Existing League Policy:

In response to the energy crisis of 2001, the League of California Cities established extensive policy and guiding principles related to the electric industry. However, there is no existing policy that pertains to prolonged power outages or compensating customers for damages incurred during a prolonged power outage.

LETTERS OF CONCURRENCE

Resolution No. 2

Overconcentration of Alcohol & Drug Treatment Facilities



"Service Builds Tomorrow's Progress"

THE CITY OF ARTESIA, CALIFORNIA

18747 CLARKDALE AVENUE, ARTESIA, CALIFORNIA 90701

Telephone 562 / 865-6262

FAX 562 / 865-6240

July 15, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar,

I, Mayor Pro Tem Victor Manalo, City of Artesia wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read 'Victor Manalo', with a long horizontal flourish extending to the right.

Victor Manalo
Mayor Pro Tem
City of Artesia



City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2592
Tel 626-357-7931 FAX 626-358-0018 www.accessduarte.com

July 22, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Mayor
Tzeitel Paras-Caracci
Mayor Pro Tem
Samuel Kang
Councilmembers
John Fabara
Margaret E. Finlay
Liz Kelly
City Manager
Dannell George

Re: A Resolution of the League of California Cities calling for legislation to preserve therapeutic environments for group homes, and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods

The City of Duarte wishes to support the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods, to be adopted on October 2, 2015, at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning, and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law. The Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods, or the overconcentration of these facilities, as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if State agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting, and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

Tzeitel Paras-Caracci
Mayor



City Council
David A. Spence, Mayor
Jonathan C. Curtis, Mayor Pro Tem
Michael T. Davitt
Leonard Pieroni
Terry Walker

July 15, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar:

I am a City Council member of the City of La Cañada Flintridge and wish to express my support of the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods. Said resolution is scheduled for consideration on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, I believe the Governor and Legislature should respect individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government.

Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael T. Davitt".

Michael T. Davitt
Council Member
CCCA Executive Board Member

Rob Piazza
City Manager

CITY OF LAKEWOOD

Todd Rogers
Council Member

Steve Credit
Council Member

Donna Dillon
Council Member

CALIFORNIA

Jeff Wood
Mayor

July 21, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, California 95814

Re: Resolution for Legislation to Preserve Therapeutic Environments for Group Homes and Avoid Impacts of Overconcentration of Alcohol and Drug Abuse Recovery and Treatment Facilities in Residential Neighborhoods

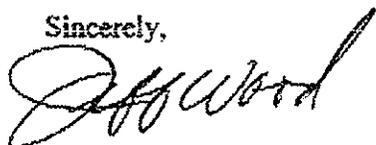
Dear President Aguilar:

The City of Lakewood supports the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods. We support that this resolution be adopted at the Annual League of California Cities Conference on October 2, 2015 in San Jose, California.

Lakewood recognizes that residential group home facilities provide valuable services for those who live in them. However, we also recognize that these facilities often generate more noise and activity than expected from a traditional single-family home, and that overconcentration of these homes can change the character of the neighborhoods where they are situated. Overconcentration can occur because state agencies that oversee these homes have different siting standards (facilities licensed by the state Department of Social Services require a 300 foot separation between facilities, but those facilities licensed by other state agencies, such as the Department of Alcohol and Drugs Programs, do not have such a requirement). This resolution will seek to address, via legislation, overconcentration of alcohol and drug treatment prevention facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities.

Thank you for your consideration, support and adoption of this important resolution at the League Annual Conference.

Sincerely,



Jeff Wood
Mayor



MITCHELL ENGLANDER
LOS ANGELES CITY COUNCILMEMBER, TWELFTH DISTRICT

July 24, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

**Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR
LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND
AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE
RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS**

Dear President Aguilar,

I, Los Angeles City Councilmember Mitchell Englander, wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

MITCHELL ENGLANDER
President Pro Tempore,
Chair, City of Los Angeles Public Safety Committee

384



CITY COUNCIL

HENRY SANCHEZ JR.
JIM GAZELEY
MICHAEL G. SAVIDAN
BEN TRAINA
MARK WARONEK



ADMINISTRATION

MICHAEL ROCK
CITY MANAGER

CITY OF LOMITA

July 23, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar:

I, Mayor Henry Sanchez, Jr., City of Lomita, wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

A handwritten signature in cursive script that reads "Henry Sanchez, Jr.".

Henry Sanchez, Jr.
Mayor, City of Lomita

cc: Kelli Lofing, California Contract Cities Association, kelli@contractcities.org



City of Pico Rivera
OFFICE OF THE CITY COUNCIL

6615 Passons Boulevard · Pico Rivera, California 90660 · (562) 801-4371
web: www.pico-rivera.org · e-mail: spena@pico-rivera.org

GREGORY SALCIDO
Mayor

July 15, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar,

I, Gregory Salcido, Mayor of the City of Pico Rivera wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

Stephany Aguilar, President
League of California Cities
Legislation to Preserve Therapeutic Environments
for Group Homes
Page 2

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,



Gregory Salcido
Mayor

GS:BC:sp

LETTERS OF CONCURRENCE

Resolution No. 3

Residential Rentals, Support for SB 593 (McGuire)



CITY OF HEALDSBURG ADMINISTRATION

401 Grove Street
Healdsburg, CA 95448-4723

Phone: (707) 431-3317
Fax: (707) 431-3321

Visit us at www.ci.healdsburg.ca.us

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE)
AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD
AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST
OR TRANSIENT USES

Dear President Aguilar:

The City of Healdsburg supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

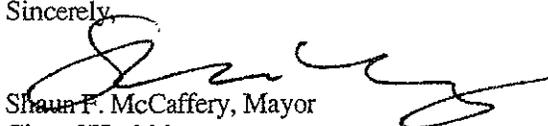
The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Healdsburg believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For these reasons, the City of Healdsburg supports the League's Resolution.

Sincerely,


Shaun F. McCaffery, Mayor
City of Healdsburg

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



Mammoth Lakes Town Council

P.O. Box 1609, Mammoth Lakes, CA, 93546

(760) 934-8989

www.townofmammothlakes.ca.gov

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

**RE: LETTER IN SUPPORT OF A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES
SUPPORTING SB 593 (MCGUIRE)**

Dear President Aguilar:

The Town of Mammoth Lakes supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015. The Town of Mammoth Lakes is a small, rural community in the Eastern Sierra Region of about 8,000 full-time residents. Mammoth Lakes is a tourist destination, servicing hundreds of thousands of visitors each year. We are geographically isolated from populated areas by several hundred miles and are supported by our one primary industry – tourism.

The League's proposed resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, and decrease available housing stock. In Mammoth Lakes, with a limited police force that is not staffed 24-hours a day and a code enforcement staff of one, enforcement of these types of issues can be very challenging.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all transient rentals should be subject to the same tax. The revenues generated support local services, including but not limited to, public safety, snow removal, maintenance of public parks and facilities, road maintenance, and recreation programs, which directly affect local quality of life and the attraction of the community for a visitor.

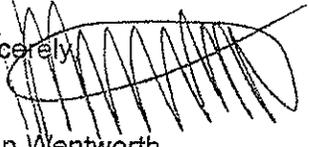
This proposal will make it much easier for communities such as Mammoth Lakes that depend on revenue from TOT to enforce existing rules and regulations and collect TOT as specified in our Municipal Code. Mammoth Lakes relies heavily on TOT collection to operate the Town government; nearly 65% of the Town's operating budget is funded by the collection of TOT.

Collection of TOT is so important to the Town that we have three full-time employees dedicated its enforcement. This includes making sure that people remit their taxes on time, but more importantly it is tracking down violators who are renting their units without an approved permit, renting units in locations where the zoning does not permit it, and/or not remitting their taxes to the Town. Enforcement is made much more difficult by the use of online vacation rental business (OVRB) websites where unit numbers and addresses are typically not listed and often owners do not require the payment of TOT. The data proposed to be collected and provided to us by OVRBs will be of great value as we manage transient rentals in our community.

The Town of Mammoth Lakes believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For all of these reasons, the Town of Mammoth Lakes supports the League California Cities' Resolution.

Sincerely,



John Wentworth
Councilmember
Town of Mammoth Lakes

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



MAYOR AND CITY COUNCIL

July 27, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

The City of Napa supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

The City of Napa's zoning ordinance defines a "Rental Housing Shortage" as a vacancy rate less than 5%. A vacancy rate of less than 2% is defined as "Severe". We are currently at severe levels. The City's vacancy rates have continued to decline from 4% in 2009 to less than 2% today. Our Housing Element recognizes the issue of rising housing costs in Napa and its impact on the goal of maintaining Napa's quality of life by balancing the availability of housing with other environmental considerations. Maintaining and protecting our housing stock is of utmost importance to the City of Napa.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Napa believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations

regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For the reasons as stated above, the City of Napa supports the proposed Resolution.

Sincerely,

A handwritten signature in black ink that reads "Jill Techel". The signature is written in a cursive, flowing style.

Jill Techel
Mayor
CITY OF NAPA

JT/dr

cc: City of Napa City Councilmembers
Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org
City Manager Mike Parness
Community Development Director Rick Tooker

CITY OF PIEDMONT
CALIFORNIA



July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

Dear President Aguilar:

The City of Piedmont supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Piedmont believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and

a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For these reasons, the City of Piedmont supports the Resolution.

Sincerely,



Paul Benoit
City Administrator
City of Piedmont

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

July 27, 2015

Ms. Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (McGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

Dear President Aguilar:

As Mayor of the City of Santa Cruz, I am writing in support of the proposed resolution related to the Thriving Communities and Sharing Economy Act and concur in the submission of the resolution for consideration by the League of California Cities (LOCC) General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging “shared economy.”

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. Such rental situations may create additional noise, traffic, parking, and privacy and public safety issues; subvert local rent control laws; decrease available housing stock; and, in some cases, turn residential neighborhoods into de facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated Transient Occupancy Tax (TOT) should also be collected. These units are in direct competition with hotels, motels, and other accommodations where guests pay the local TOT, so all such uses should be subject

Ms. Stephany Aguilar, President

July 27, 2015

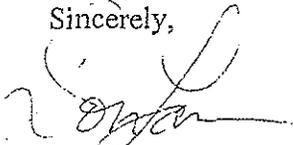
Page 2

to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash collection, park maintenance, and other local public services which directly affect local quality of life and make the community attractive to a visitor.

I believe SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

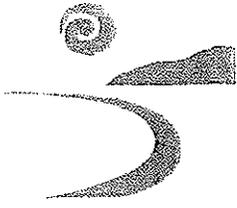
For these reasons, I support the proposed resolution and hope that the LOCC will consider adoption of this resolution at its October conference.

Sincerely,



Don Lane
Mayor

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



City of
Santa Monica[®]

Mayor Kevin McKeown
Mayor Pro Tempore Tony Vazquez

Councilmembers
Gleam Davis
Sue Himmelrich
Pam O'Connor
Terry O'Day
Ted Winterer

July 24, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

The City of Santa Monica supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Santa Monica believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

In Santa Monica, a city of just over 90,000 residents, passage of SB 593 in concurrence with our local ordinance, will generate estimated annual revenues of approximately \$138,500 in Transient Occupancy Tax and would return approximately 1,000 units to the housing market.

For these reasons, the City of Santa Monica supports the City's Resolution.

Sincerely,

Kevin McKeown
Mayor

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

City of Sonoma

No. 1 The Plaza
Sonoma California 95476-6690
Phone (707) 938-3681 Fax (707) 938-8775
E-Mail: cityhall@sonomacity.org



July 27, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

The City of Sonoma supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

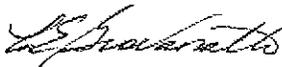
The City of Sonoma believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

The City of Sonoma is a tourist destination and the proliferation of vacation rentals is a top priority for City staff. The workload in monitoring and attempting to ensure compliance with local

regulations is over-burdening our small staff. In addition, the sale of available housing has become a market for out of town investors to purchase and create new vacation rentals. Without legislative intervention, vacation rentals become an epidemic in a desirable destination location and the local residents "pay the price".

For these reasons, the City of Sonoma supports the League's Resolution.

Sincerely,



Carol E. Giovanatto
City Manager
For and on behalf of the City of Sonoma

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

LETTERS OF CONCURRENCE

Resolution No. 4

Compensation for Prolonged Electrical Power Outages

JOHN C. ADDLEMAN
Mayor
STEVEN ZUCKERMAN
Mayor Pro Tem
BRITT HUFF
Council Member
JUDY MITCHELL
Council Member
FRANK ZERUNYAN
Council Member
DOUGLAS R. PRICHARD
City Manager



CITY OF
ROLLING HILLS ESTATES

4045 PALOS VERDES DRIVE NORTH • ROLLING HILLS ESTATES, CA 90274
TELEPHONE 310.377.1577 FAX 310.377.4468
www.ci.Rolling-Hills-Estates.ca.us

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Aguilar:

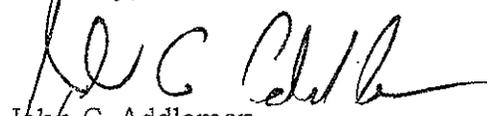
As Mayor of the City of Rolling Hills Estates, I support the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San Jose.

The proposed resolution seeks to require reasonable compensation to Southern California Edison (SCE) customers for losses incurred due to prolonged service disruptions which jeopardize the safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of these outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

I urge the League to place this matter before the General Assembly for consideration. Please feel free to contact me if you have any questions.

Sincerely,


John C. Addleman
Mayor

JCA:hn



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Hermosa Beach supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact Andrew Brozyna at (310) 318-0238 or abrozyna@hermosabch.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Bakaly'.

Tom Bakaly
City Manager

CITY COUNCIL

HENRY SANCHEZ JR.
JIM GAZELEY
MICHAEL G. SAVIDAN
BEN TRAINA
MARK WARONEK



CITY OF LOMITA

July 28, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Lomita supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact Laura Vander Neut, Management Analyst at (310) 325-7110, ext. 151 or L.vanderneut@lomitacity.com if you have any questions.

Sincerely,

Henry Sanchez, Jr.
Mayor, City of Lomita

cc: Kit Fox, Senior Administrative Analyst, City of Rancho Palos Verdes, KitF@rpvca.gov



CITY OF
Palos Verdes Estates

OFFICE OF
THE MAYOR

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Palos Verdes Estates supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' proposed resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

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As a member of the League, our City values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact City Manager Anton Dahlerbruch at 310.378.0383 or adahlerbruch@pvestates.org if you have any questions.

Sincerely,

James F. Goodhart
Mayor

Enclosure: Rancho Palos Verdes Proposed League Resolution

c: Palos Verdes Estates City Council
Rancho Palos Verdes City Council
Doug Willmore, Rancho Palos Verdes City Manager
Jeff Kiernan, League of California Cities Regional Public Affairs Manager (via email)
Post Office Box 1086, Palos Verdes Estates, California 90274-0283



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIF. 90274
(310) 377-1521
FAX: (310) 377-7288

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Aguilar,

The City of Rolling Hills supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San Jose.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

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At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to me at (310) 377-1521 or rcruz@cityofrh.net if you have any questions.

Sincerely,

Raymond R. Cruz
City Manager

RC:hl 07-30-15RPV_League_ResolutionConcurrence_SCE

406

c: Mayor and City Council

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *St*
FROM: Paul Toor, Public Works Director *Paul*
Debby Figoni, Senior Management Analyst *DF*
SUBJECT: **Adoption of a Resolution Approving a Water Pass-Through Charge for Wholesale Water**

Recommendation

It is recommended that the City Council adopt a resolution approving a water pass-through charge.

Fiscal Impact

This resolution is needed to collect excess, over budgeted expenditures for the purchase of supplemental water as set forth in the January 2014 City Council approved water rate study in January 2014. The pass-through charge will be calculated at the end of each fiscal year and will be presented to the City Council annually for approval prior to implementation.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In October 2012, Raftelis Financial Consultants, Inc. (Raftelis) created and prepared a water rate study for the City of South Pasadena (City). The study recommended that a rate structure be created to cover expenses related to water utilities operation and debt service. Subsequently, the City Council directed staff to review the rates recommended by Raftelis and develop a new rate structure that accounted for the cost of the wholesale water as a pass-through charge if needed.

The original rate increase recommended by Raftelis was 19 percent spread over three years: 11 percent the first year and 4 percent for the following two years. On January 15, 2014, the City Council approved and adopted a rate increase of 18 percent with 8 percent in 2014, the first year, six percent in 2015, and four percent in 2016. The revised rate increase was to be spread over three years with the understanding that a portion of the cost to purchase additional water would be passed on to all the rate payers as a pass-through charge.

The vast majority of potable water supplied to South Pasadena citizens is through water wells owned and operated by the City in the Main San Gabriel Groundwater Basin. The City is allocated a certain percentage of water rights from the Main San Gabriel Basin Watermaster (Watermaster) per the 1973 basin adjudication approved by the Los Angeles Superior Court. The City's water production for Fiscal Year (FY) 2014-15 was 3,710 acre feet. However, the water production rights were only 2,708 acre feet, causing the City to purchase 1,002 acre feet of additional water. The adoption of the January 2014 rate increase took into account recovering a portion of the purchased cost of the wholesale water as a pass-through charge to flatten and minimize the required water rate increases. A pass-through charge would cover the cost of a portion of any wholesale water not included in the rate study.

The water pass-through provision is stated in Section 2 of the City's 2014 adopted rate increase (Ordinance #7331 attached):

pursuant to Government Code Section 53756, the City also proposes to adopt a program to pass-through any wholesale water rate increases. In addition, with regard to its delivery costs, the City proposes to adjust those charges by any changes in the Consumer Price Index. Any such increases will be applied pursuant to the methodology set forth below. The City may determine, in any given year, not to raise rates, or to raise them less than the wholesale water costs or inflation increases. The City will calculate these pass-through increase amounts annually. The City will provide all customers written notice of the pass-through increases not less than 30 days before the effective date of the adjustment.

Analysis

Raftelis' rate study assumed the City's allocation would be based on the Basin's safe yield of 150,000 to 200,000 acre feet (1.805 percent of the operating safe yield adopted by the Watermaster on an annual basis). Due to the drought, the City's pumping rights have dropped from 3,249 acre feet in FY 2013-14 to 2,708 acre feet in FY 2014-15. Therefore, the City needs to purchase additional water even though South Pasadena's consumption has gone down due to excellent water conservation efforts. Furthermore, the water utility will most likely have a continued decrease in revenue due to a drop in water sales as a result of conservation programs.

Staff will review water purchasing costs and calculate the additional cost of supplemental water purchased for FY 2014-15 with the intent to bring the actual proposed pass-through charge back to City Council in November 2015. The proposed pass-through rate for FY 2014-15 will be collected over a twelve-month period starting in January 2016.

The pass-through charge for any fiscal year will be calculated as follows:

$$\begin{aligned} & \text{The pass-through charge per unit of hundred cubic feet} = \\ & \frac{\text{The cost of supplemental water purchased} - \text{the budgeted cost for the supplemental water}}{\text{The number of water units sold times six (City's bimonthly water billing)}} \end{aligned}$$

Resolution Approving a Water Pass-Through Charge for Wholesale Water
September 16, 2015
Page 3 of 3

The cost of supplemental water for FY 2014-15 will be available in September 2015. A per unit pass-through cost will be calculated for the supplemental water and be presented to the City Council for approval in November 2015. After appropriate notification, the actual collection of water pass-through charges will be initiated in January 2016 through December 2016. The process will be replicated for the next fiscal year. The differential between the estimated revenue and calculated revenue will be trued up and incorporated in the calculations for the next fiscal year.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

Attachment:

1. Resolution Approving a Water Pass-Through Charge for Wholesale Water
2. Water Rate Increase from 2014 (Resolution No. 7331)

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ATTACHMENT 1
Resolution Approving a Water Pass-Through Charge
for Wholesale Water

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING A WATER PASS-THROUGH CHARGE
FOR WHOLESALE WATER PURCHASES**

WHEREAS, in October 2012, Raftelis Financial Rafteliss, Inc. (Raftelis) created and prepared a water rate study for the City of South Pasadena (City) recommending that a rate structure be created to cover water utilities operation expenses as well as debt service; and

WHEREAS, the City Council directed staff to review the rates recommended by Raftelis and create a new rate structure considering a portion of the cost of the wholesale water required as a pass-through charge if needed; and

WHEREAS, on January 15, 2014, the City Council approved and adopted a rate increase lesser than recommended by Raftelis with the understanding that a portion of the cost to purchase additional wholesale water would be passed onto all rate payers as a pass-through charge; and

WHEREAS, the City is allocated a certain percentage of water rights from the Main San Gabriel Watermaster per the 1973 basin adjudication approved by the Los Angeles Superior Court; and

WHEREAS, the City has historically pumped more water than it is allocated to serve its customers; and

WHEREAS, the water pass-through in Section 2 of the City's 2014 adopted rate increase states that pursuant to Government Code Section 53756, the City proposes to adopt a program to pass-through any wholesale water rate increases on an annual basis; and

WHEREAS, staff will review water purchasing costs and calculate the additional cost of supplemental water purchased on an annual basis and will bring the actual proposed pass-through charge to City Council for consideration; and

WHEREAS, the proposed pass-through rate will be collected over a twelve-month period starting in January of each year; and

WHEREAS, the City will provide all customers written notice of the pass-through increases at least 30 days before the effective date of the adjustment.

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

SECTION 1. The City approves a water pass-through charge to be executed on an annual, or as needed, basis.

SECTION 2. 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 this 16th day of September, 2015.

Robert S. Joe, 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, on a regular meeting held on the 16th day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
Resolution No. 7331

RESOLUTION NO. 7331**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING WATER RATES PURSUANT TO
SECTION 35.3, 35.4, 35.5 AND 35.26 OF CHAPTER 35
OF THE SOUTH PASADENA MUNICIPAL CODE**

WHEREAS, the City Council has determined that water rates should reflect the cost of providing water service, including the continued repair, replacement and maintenance of the water system infrastructure; and

WHEREAS, the City Manager has submitted a report analyzing said operating costs and funding requirements for operating costs and capital improvements to the water system; and

WHEREAS, said report recommended an increase in the existing water rates to sustain ongoing operating costs, funding of reserves, capital improvements and emergency repairs; and

WHEREAS, the Water Revenue Bond issuance of 2009 contains, among other things, a rate covenant whereby the City agreed it would establish and collect rates, fees and charges and manage the operation of the Water System such that Water System revenues would be at least sufficient to pay all current operation and maintenance costs, and all payments required under the terms of the Water Revenue Bond, and all payments to meet other obligations of the City which are charges, liens or encumbrances upon Water System revenues, including the payments due under the Water Bond Issuance of 2004; and

WHEREAS, the Water Revenue Bond issuance of 2009 contains, among other things, a rate covenant whereby the City further agreed to establish and collect rates, fees and charges for each fiscal year so as to yield Water System Net revenues equal to at least 120% of the annual debt service during such fiscal year; and

WHEREAS, on November 6, 2013, the City Council tentatively approved, subject to notice and hearing, proposed water rate increases; and

WHEREAS, on November 6, 2013, the City Council designated January 15, 2014, as a Public Hearing date for water rate increases, and authorized a "Notice of Public Hearing on Proposed Changes in Water Charges" to be mailed out at least 45 days prior to the Public Hearing date; and

RESOLUTION NO. 7331

Page 2

WHEREAS, in accordance with the notice, on January 15, 2014, a Public Hearing was convened, at which time the City Council considered the written and oral protest filed or presented in connection therewith; and

WHEREAS, the City Council finds that the written protests received are less than 50% of the parcels affected thereby.

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

SECTION 1. In accordance with Section 35.3, 35.4 and 35.5 of Chapter 35 of the South Pasadena Municipal Code, the City Council does hereby accept and adopt the proposed schedule of water rates effective January 15, 2014, attached hereto as Exhibit "A."

SECTION 2. Pursuant to Government Code Section 53756, the City also proposes to adopt a program to pass through any wholesale water rate increases. In addition, with regard to its delivery costs, the City proposes to adjust those charges by any changes in the Consumer Price Index. Any such increases will be applied pursuant to the methodology set forth below. The City may determine, in any given year, not to raise rates, or to raise them less than the wholesale water costs or inflation increases. The City will calculate these pass-through increase amounts annually. The City will provide all customers written notice of the pass-through increases not less than 30 days before the effective date of the adjustment.

The methodology for calculating the pass-through increases will be as follows:

- For each increase in the wholesale water charge per unit, the City will add the same amount to the City's water rate.
- In addition to the wholesale water rate increases proposed above, the City will pass through any increases in its delivery costs attributable to inflation. The amount of the increase (if any) will be measured by the Los Angeles-Orange County-Riverside Consumer Price Index (all urban consumers, all items) ("CPI"). The City will calculate the pass-through CPI increase using the year-to-year comparison of the then-current year and immediately preceding year.

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

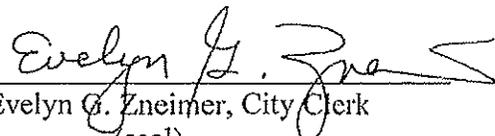
RESOLUTION NO. 7331
Page 3

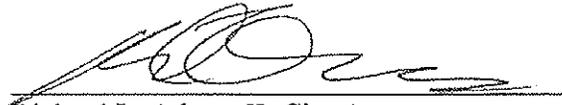
PASSED, APPROVED AND ADOPTED ON this 15th day of January, 2014.


Marina Khubesian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:


Evelyn G. Zneimer, City Clerk
(seal)


Richard L. Adams II, City Attorney

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the 15th day of January, 2014, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

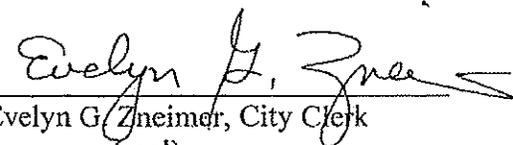

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

City of South Pasadena Proposed Water Rates
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Proposed Revenue Adjustments	8.0%	6.0%	4.0%
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Effective	Current Rates	January 2014	January 2015	January 2016
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Bi-Monthly Base Charge*Meter Size*

3/4 inch	\$61.25	\$66.15	\$70.12	\$72.93
1 inch	\$92.31	\$99.70	\$105.69	\$109.92
1 1/2 inch	\$169.98	\$183.58	\$194.60	\$202.39
2 inch	\$263.19	\$284.25	\$301.31	\$313.37
3 inch	\$480.66	\$519.12	\$550.27	\$572.29
4 inch	\$791.34	\$854.65	\$905.93	\$942.17
6 inch	\$1,568.01	\$1,693.46	\$1,795.07	\$1,866.88
8 inch	\$2,810.72	\$3,035.58	\$3,217.72	\$3,346.43

Volume Charge (per Unit)

Tier 1	\$1.64	\$1.78	\$1.89	\$1.97
Tier 2	\$2.81	\$3.04	\$3.23	\$3.36
Tier 3	\$4.53	\$4.90	\$5.20	\$5.41

Efficiency Fee (per Unit)

All	\$0.14	\$0.14	\$0.14	\$0.14
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Bi-Monthly Tier Allocation

	Tier 1	Tier 2	Tier 3
3/4 inch	15	30	over 30
1 inch	20	45	over 45
1 1/2 inch	40	90	over 90
2 inch	90	190	over 190
3 inch	200	460	over 460
4 inch	237	490	over 490
6 inch	275	600	over 600
8 inch	350	800	over 800

<i>Monthly Tier Allocation</i>	Tier 1	Tier 2	Tier 3
3/4 inch	8	15	over 15
1 inch	10	23	over 23
1 1/2 inch	20	45	over 45
2 inch	45	95	over 95
3 inch	100	230	over 230
4 inch	118	245	over 245
6 inch	138	300	over 300
8 inch	175	400	over 400

One Unit = 748 Gallons of Water

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Margaret Lin, Principal Management Analyst *ML*
Samuel Zneimer, Management Analyst *SZ*
SUBJECT: **Authorization to Participate as a Host City in the 2016 Amgen Tour of California**

Recommendation

It is recommended that the City Council authorize the City to participate as a Host City in the 2016 Amgen Tour of California to be held in May of 2016.

Fiscal Impact

Fiscal impacts would include waiving permit fees, providing street closures, assisting with hospitality, providing personnel for safety and security. The exact amount will be determined by route, staging, personnel used, and third party rental agreements. Costs can be offset through revenue generating opportunities during the event, or donations of goods and services. The City will receive marketing benefits and advertisement opportunities.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The Amgen Tour of California is a Tour de France-style cycling road race created and presented by Anschutz Entertainment Group (AEG). The race invites the world's top professional cycling teams to compete along a demanding course that traverses hundreds of miles throughout California's iconic highways, byways, and coastlines each spring. The teams chosen to participate have included Olympic medalists, Tour de France contenders, and World Champions. The Amgen Tour has come through Southern California on multiple occasions; featuring the cities of Los Angeles, Santa Clarita, Pasadena, and more. South Pasadena would join a long list of cities that have worked with the Amgen Tour and AEG to bring top class professional cyclists to California.

Analysis

The Amgen Tour of California is entering its 11th year and has worked with a multitude of large

and small cities throughout its history. The City of South Pasadena would participate as a Host City; hosting the Start Stage on Monday, May 16, 2015. The exact start time, exact route and start location have yet to be determined. City staff, represented by several departments, will be working Amgen Tour staff to choose the designated start location, staging areas and exact route. The street closures and staging of the event will begin on Sunday night, May 15, 2015.

The City will incur costs related to permit fees, street closures, hospitality, and the provision of safety and security personnel for the event. These costs can be off-set by revenue generating events such as charity auctions which the Amgen Tour coordinators will assist with. As a Host City for the event, a Local Organizing Committee (LOC) will also need to be created. The LOC composition has yet to be determined but will likely include staff from the City, Chamber of Commerce, and members of the public. The LOC will work with the Amgen Tour coordinators to coordinate all events leading up to the race, staging areas, parking, hospitality services, day of planning, and any additional events associated with the international competition.

The Amgen Tour staff is also organizing multi-jurisdictional planning group meetings allowing City staff to meet with City of Pasadena, City of La Cañada Flintridge, and California Highway Patrol to discuss coordination of the Tour Stage. Amgen Tour will provide planning 101 and event organization meetings to help guide Host Cities; and to share what other hosts cities have done in the past and best practices moving forward.

Participation as a Host City includes the opportunity for a commercial spot during an internationally viewed event with millions of viewers, in-bound tourism, local economic impacts, tent spaces for advertisements, local programs and businesses. The event will showcase the City and attract additional visitors to the City to eat, shop, play, and experience the small-town character, historic buildings, trees and overall beauty of the City.

Legal Review

The City Attorney has not reviewed this item. However, formal agreements and any other matters concerning the event will involve the input and guidance from the City Attorney's Office.

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 Agenda Report

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

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

COUNCIL AGENDA: September 16, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Sheila Pautsch, Community Services Director
Anthony Kim, Community Services Coordinator 
SUBJECT: **Request for Approval of a Co-Sponsorship and Fee Waiver of
“Abilities Job Fair” hosted by the Institute for the Redesign of
Learning**

Recommendation

It is recommended that the City Council approve the co-sponsorship and fee waiver (as outlined below) of the “Abilities Job Fair,” organized by the Institute for the Redesign of Learning, to be held on October 8, 2015.

Fiscal Impact

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

- | | |
|------------------------------------|---|
| • Use of the War Memorial Building | \$525.00 (Rental, local nonprofit organization) |
| • Street Banner Fee | <u>\$170.00</u> (Fair Oaks at Bristol Farms) |
| Total: | \$695.00 |

Minimal staff time will be required to open and close the War Memorial Building for this event. The associated staff costs are already included in the facility rental fees. Per the City Council approved Co-sponsorship policy, a refundable deposit is required. The refundable deposit is \$500.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

Recognizing the value of partnering with local organizations and the benefits to the community while still upholding its fiscal responsibilities, the City Council approved a Co-sponsorship Policy on March 4, 2015, in order to provide more structure and guidance when fees may be waived or co-sponsorship approved.

The Institute for the Redesign of Learning, a South Pasadena based 501(c)(3) organization, is a multi-service, community based education and training facility for special needs children, students,

and clients. Their mission is to empower individuals with special needs to take charge of their own learning and lives, making it possible for them to be competent, caring and contributing members of society; and to provide learning opportunities for families and professionals to support those efforts.

This organization is working with the U.S. Department of Veterans Affairs and the California Department of Rehabilitation to organize their first “Abilities Job Fair” at the War Memorial Building on Thursday, October 8, 2015, from 10:00 a.m. to 1:00 p.m. This event will be a job forum focused on veterans and persons with disabilities. The event is free and open to the public. The Institute for the Redesign of Learning hopes to make this an annual event in the City.

Analysis

The Institute for the Redesign of Learning has formally requested the City’s co-sponsorship of this event by requesting a waiver of fees to utilize the War Memorial Building for this event and a waiver of fees to hang a street banner over Fair Oaks Avenue (at Bristol Farms) in the time leading up to the event date.

This year marks the 25th anniversary of the Americans with Disabilities Act (ADA). The ADA opened the doors for equal opportunity, full participation, independent living, integration, and self-sufficiency for persons with disabilities. The event will provide an opportunity for local veterans and persons with disabilities to connect with potential employers.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. “Abilities Job Fair” event flier
2. Co-Sponsorship Policy

ATTACHMENT 1
Abilities Job Fair
event flier



ABILITIES JOB FAIR

A job forum focused on veterans and persons with disabilities.

Please Join the Institute for the Redesign of Learning
Almanson Transition and Adult Services

and

the City of South Pasadena, the U.S. Department of Veteran Affairs
and the California Department of Rehabilitation

FOR OUR FIRST ANNUAL "ABILITIES JOB FAIR"

THURSDAY, OCTOBER 8, 2015

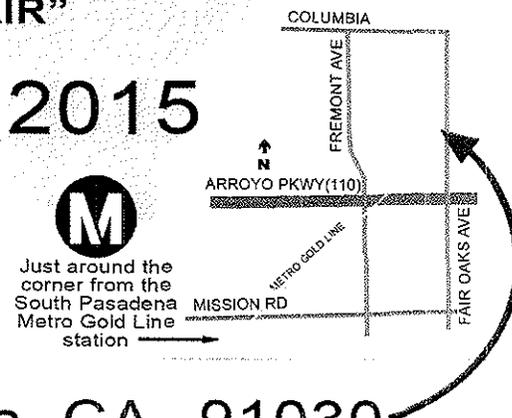
10:00 AM - 1:00 PM

at the

War Memorial



426



Just around the corner from the South Pasadena Metro Gold Line station

435 S. Fair Oaks Avenue, South Pasadena, CA 91030

BRING MULTIPLE RESUMÉS & DRESS FOR SUCCESS!

Accommodations to career seekers are available upon request. Please contact María Vanegas by 9/25/2015: mvanegas@almanson.org



Interested Employers Please Email :
mmercado@almanson.org
323-341-7775

ATTACHMENT 2
Co-Sponsorship Policy

City of South Pasadena / Co-Sponsorship Policy

Introduction:

The City of South Pasadena routinely receives requests from non-profit organizations, service clubs, and others requesting to co-sponsor various activities, or to waive temporary use permit fees and /or rental fees for the use of City facilities. Examples of these activities include public music performances, art exhibitions, cultural, service club, sporting and school events.

Recognizing the value of partnering with local organizations and the benefits to the community while still upholding its fiscal responsibilities, the City has established the following policy to direct when fees may be waived or co-sponsorship approved.

Policy:

Fees may be waived or reduced when co-sponsored by the City when the City Council makes a determination that the program or event: 1) is of significant value to the community or to a significant portion of its residents, and 2) is within the scope of services normally provided by the City.

Before recommending approval, the City Council or his/her designee will also consider factors including but not limited to: benefit to the City, proposed event location and time of day, impact on the surrounding neighborhood and city staff and resources.

While individuals, organizations, agencies and private enterprises may qualify for fee waivers or co-sponsorship based on meeting this policy's criteria, the City does not guarantee all requests will be accommodated. The City Council (or his/her designee) may determine not to provide support, due to lack of adequate funds or other resources, or when the request represents a conflict of interest or is not in the best interest of the City.

Activities specifically prohibited from City co-sponsorship or waiver of fees include those that: enhance private business; are held on behalf of, in support of, or in opposition to any political candidate or ballot measure or advocate a political position; advocate or promote adult – oriented businesses; or that solicit criminal activity. Religious organizations, companies or groups may obtain fee waivers or co-sponsorships if the proposed program, event, or project neither promotes religious messages nor advocates for or promotes religious beliefs.

All resources to be provided by the City in co-sponsorship of an event or program shall be within current funding allocations, and expenditures shall not result in a reduction of other City services. The City Council intermittently approves the City Fee Schedule. Fee waivers may be reflected in reduced revenue totals at fiscal year end.

City of South Pasadena / Co-Sponsorship Policy

The City reserves the right to assess all activities at any time to ensure all rules, regulations, conditions of use, City and health and safety laws are not violated. Co-sponsorships and fee waivers can be revoked at any time effective immediately, if the recipient agency or organization fails to comply with this policy or any other local, State or Federal regulation.

Qualifications for those seeking fee waivers or co-sponsorship:

1. Must be a valid non-profit or community service organization based within the City of South Pasadena; (proof of non-profit status is required if applicable.)
2. All the following criteria shall be demonstrated by the applicant:
 - a. Consistent with the City's economic, social, or recreational goals.
 - b. Free and open to the public, unless otherwise authorized by the City Council (or his/her designee)
 - c. Demonstrate community pride and involvement
 - d. Not have a religious or political purpose

Co-sponsorship may include any of the following:

1. Fee waiver or reduction for
 - a. Use of a facility
 - b. Temporary Use Permit
 - c. Street Banner
 - d. Tent Permit
 - e. Encroachment Permit
 - f. Street Closure and /or traffic control plan

Procedures

The following information should be submitted by the non-profit organizations when requesting use of City streets, right-of-ways, and other City properties. The request must be made in writing, at least 60 days prior to event and must include details of the event, including, but not limited to:

1. Name and mailing address of organization making request
2. City facility, property, or street requested for use
3. Proof of non-profit status if applicable
4. Description and purpose of event
5. Time of event and time access to the site is needed
6. Proposed street closure or traffic control plan, prepared and stamped by a registered engineer (if applicable)
7. Concession information, including whether food or drink will be sold
8. List of equipment that will be brought in for the event
9. List of event sponsors and their role (if any)

City of South Pasadena / Co-Sponsorship Policy

10. A description of the benefits the non-profit will receive and the benefit the City or its residents will receive from the event

12. Detailed description of any support needed from City staff, including police, fire or public works. **(NOTE: These costs will be the responsibility of the event organizers)**

13. City equipment and supplies will not be available for use or rent unless the facility that is being used houses these items such as tables and chairs. The following will not be used or rented for outdoor use: Audio visual, Public Address System, Tables, Chairs, Canopies, or Electrical Outlets.

Alcohol:

City Ordinance allows liquor on the premises (wine, beer, whiskey, etc.) under special conditions. Obtain an ABC permit by calling the Department of Alcohol & Beverage at (626) 927-1060. See City Staff for additional info on ABC requirements. Alcohol may not be sold or served to minors. Failure to comply, monitor and enforce this law is grounds for terminating the activity and forfeiting all deposits, fees and co-sponsorship. Injuries caused to any person or damage to City premises, shall be the sole responsibility of the organizations, its sponsor or the adult representative. Alcohol may not be served or sold during set-up time. Service for any alcoholic beverage must end one hour before the time stated on the contract for the event to end. Alcohol is only permitted in the rented facility (senior Center and War Memorial Building only) Alcohol may not be served or consumed in parking lots, public patio areas, or outside grounds adjacent to rented facility.

The following conditions apply once fee waiver and or co-sponsorship is approved:

1. Appropriate recognition of the City of South Pasadena as co-sponsor of or contributor to the event or program will be provided on all promotional materials and at all events and programs. The City Manager (or his/her designee) must approve promotional materials, the event/program schedule and activities. If the City is not recognized for its contributions to the event/program, the organization could potentially lose future co-sponsorship opportunities with the City.
2. All non-profits must complete a Facility Use Permit with the Recreation Division of Community Services Department. Conditions may be placed on the use to minimize impacts to facilities or costs to the City, or to restore facilities to pre-event conditions.
3. Proof of General Liability Insurance with the City additionally insured for \$1 million per occurrence as well as a hold harmless agreement must accompany the Facility Use Permit.
4. A refundable security deposit is required. Deposit amounts are set to ensure proper clean up and cover the City's costs for remediation of any damage or loss. If the full deposit is not accompanied with the Facility Use Permit by the specified date, the facility request shall be cancelled and approval withdrawn. Security Deposits will be refunded within four (4) to six (6) weeks of the event or activity, if standards have been met. Security Deposits will not be waived.
5. Applicants are responsible for payment of the full cost of materials, labor, replacement, repairs, or damages related to the event, project or program, regardless of the amount. If damage

City of South Pasadena / Co-Sponsorship Policy

occurs and the complete remediation costs the City less than the amount of the deposit, the difference shall be refunded.

6. Secure necessary additional permits, e.g., vendors need business license, from food sales need County Health Department permits, and alcohol use permits.

The attached exhibit A is a list of current co-sponsored organizations or city committees and events that have been approved in the past. If any new organizations request co-sponsorship by the City, that request will come to the City Council for approval. If an existing organization would like to amend their current request, that request will also be brought to City Council for approval.

This policy and list of events and organizations will be approved once a year by the City Council.

Attached: Exhibit A – List of Current Co-Sponsored Organizations or City Committees and Events

Approved by City Council:
March 4, 2015

City of South Pasadena / Co-Sponsorship Policy

Exhibit A

Current Co-Sponsored Organizations and Events

Chamber of Commerce	Farmers Market Eclectic Music Festival Art Crawl	Every Thursday May February
American Cancer Society	Relay for Life	April
Aztlan Athletics	Greenest Fastest Mile	July
South Pasadena High School Boosters	Tiger Run Booster Bash	December September
AQMD	Clean Air Car Show and Green Living Expo	July
Chinese American Club	Moon Festival	September
Vecinos de South Pasadena	Career Fair Dia de los Muertos	September October
South Pasadena Educational Foundation	Parti Gras	May
Kiwanis	4 th of July Pancake Breakfast	July
South Pasadena Unified School District	Fun Fair	May
South Pasadena Little League	Baseball and softball fields, storage and facilities for meetings	February - December
AYSO	Soccer fields, storage and facilities for meetings	August - March
Holy Family	Field rental – flag football	August - November
The Place	Facility rental at mid-level of Orange Grove	School Year
Boy Scouts	Troop meetings at various facilities	Year Round
Girl Scouts	Troop Meetings at various facilities	Year Round
South Pasadena Beautiful	Garden Tour	April
Rotary	Taste of South Pasadena	April

Current Co-Sponsored City Committee Events

4 th of July Committee	Festival of Balloons daylong event	July
South Pasadena Tournament of Roses	Classic Car Show Float Building and Storage Crunch Time Party Spring Fling	September August – February December April
Friends of the South Pasadena Library	Multiple cultural events throughout the year	Year round