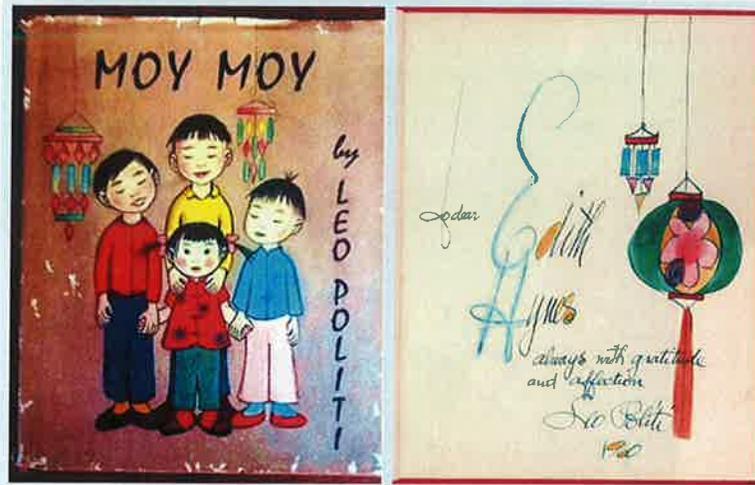


# Additional Documents Distributed for the City Council Regular Meeting January 20, 2016

Item No.	Agenda Item Description	Distributor	Document
05	Councilmember Comments	Robert S. Joe	PowerPoint, Leo Politi Art Exhibit
06	City Manager Communications	Sergio Gonzalez	PowerPoint, Snow Day 2016
06	City Manager Communications	Sergio Gonzalez	PowerPoint, Los Angeles Countywide Comprehensive Park Needs Assessment Potential Park Project List
PC	Public Comment	Bobbie Nansen, South Pasadena Resident	Handout, Photos of alleged "City constructed" wall on her property
PC	Public Comment	Bobbie Nansen, South Pasadena Resident	Handout, 04/19/2010 letter from Jones and Mayer and Email Correspondence between Transtech Engineers, Inc. and City employee
PC	Public Comment	Christopher Sutton, Law Offices of Christopher Sutton	Handout, California Transportation Commission Director's Deeds
PC	Public Comment	Christopher Sutton, Law Offices of Christopher Sutton	Handout, California Transportation Commission Consideration of Draft Toll Facility Guidelines (AB 194)
PC	Public Comment	Christopher Sutton, Law Offices of Christopher Sutton	Handout, California Transportation Commission Revised 2016 State Transportation Improvement Program Fund Estimate Assumption for the Price- Based Excise Tax Rate
PC	Public Comment	Christopher Sutton, Law Offices of Christopher Sutton	Handout, Hayward Bypass Excess Land Transfer to City of Hayward
PC	Public Comment	Christopher Sutton, Law Offices of Christopher Sutton	Handout, 01/20-21/2016 California Transportation Commission Estimated Timed Agenda
11	Second Reading and Adoption of an Ordinance Regulating the Cultivation of Medical Marijuana	Anonymous Resident	Additional Document, Correspondence to Council
13	Approval of Mayor's List of City Council Liaison and Regional Group	Diana Mahmud , Mayor	Additional Document, Memo to Council Revised Regional

	Appointments and Adoption of a Resolution Appointing Delegates, Representatives, and Alternates to Various Agencies and Organizations		Appointments, dated 01/15/2016
13	Approval of Mayor's List of City Council Liaison and Regional Group Appointments and Adoption of a Resolution Appointing Delegates, Representatives, and Alternates to Various Agencies and Organizations	Diana Mahmud, Mayor	Additional Document, Memo to Council Revised Regional Appointments, dated 01/20/2016
14	Award of Contract for Building and Safety Services to Transtech Engineers, Inc.	David Watkins, Planning and Building Director	Additional Document, Memo to Council
15	Authorization to Enter into an Agreement with General Pump Company to Provide As- Needed Well Maintenance and Repair Services	Paul Toor, Public Works Director	Additional Document, Memo to Council
16	First Reading and Introduction of an Ordinance Amending the South Pasadena Municipal Code Chapter 36 (Zoning) and Chapter 17 (Health and Sanitation) Related to the Regulation of Massage Establishments and Repealing Ordinance No. 2267	Lucy Demirjian, Executive Assistant to the City Manager	Additional Document, Memo to Council
16	First Reading and Introduction of an Ordinance Amending the South Pasadena Municipal Code Chapter 36 (Zoning) and Chapter 17 (Health and Sanitation) Related to the Regulation of Massage Establishments and Repealing Ordinance No. 2267	Lucy Demirjian, Executive Assistant to the City Manager	PowerPoint, Staff Presentation
18	First Reading and Introduction of an Ordinance Amending Article III of Chapter 35 of the South Pasadena Municipal Code to be Consistent with the State's Model Water Efficient Landscape Ordinance	Lucy Demirjian, Assistant to the City Manager	PowerPoint, Staff Presentation
20	Approval of Modifications to Water Conservation Subsidy Programs for Fiscal Year 2015-16	Lucy Demirjian, Assistant to the City Manager	PowerPoint, Staff Presentation
21	City Council Chamber Interior Renovation and Energy Efficiency Project - Status Update	Dale Brown, Onyx Architects	PowerPoint, Consultant Presentation

**'Opening Night' Kickoff Reception**  
**Sunday, January 10, 2016**  
**5p.m. - 7p.m.**  
**Community Room**  
of the South Pasadena Public Library











# Snow Day

The scheduled Snow Day event on Saturday, January 23, 2016 may be postponed based on the weather. Updated information will be posted on the city's website by mid-day Friday. Registered participants will be notified via email on Friday.



# Los Angeles Countywide Comprehensive Park Needs Assessment Potential Park Project List

1. Arroyo Seco Pedestrian and Bicycle Trail
2. Pocket Park – Berkshire
3. Pocket Park - Grevelia
  - 3a. Trail along Stoney Drive and Arroyo Drive
  - 3b. Community Center
4. Nature Park Improvements (detention basin, seating and signage)
  - 5a. Restrooms
  - 5b. Swimming Pool
  - 5c. Dog Park
- 6a. Garfield Park Swale
  - 6b. Fitness Zones
  - 6c. Splash Pad
7. Multi-purpose field
8. Gymnasium

CC: Council; CM; CA; CDCC; Original to 1/20/16 Addl Docs

Additional Material  
AGENDA ITEM # 06  
01/20/16 City Council Mtg.

Council Meeting: 01/20/2016  
Item: Public Comment  
Bobbie Nansen



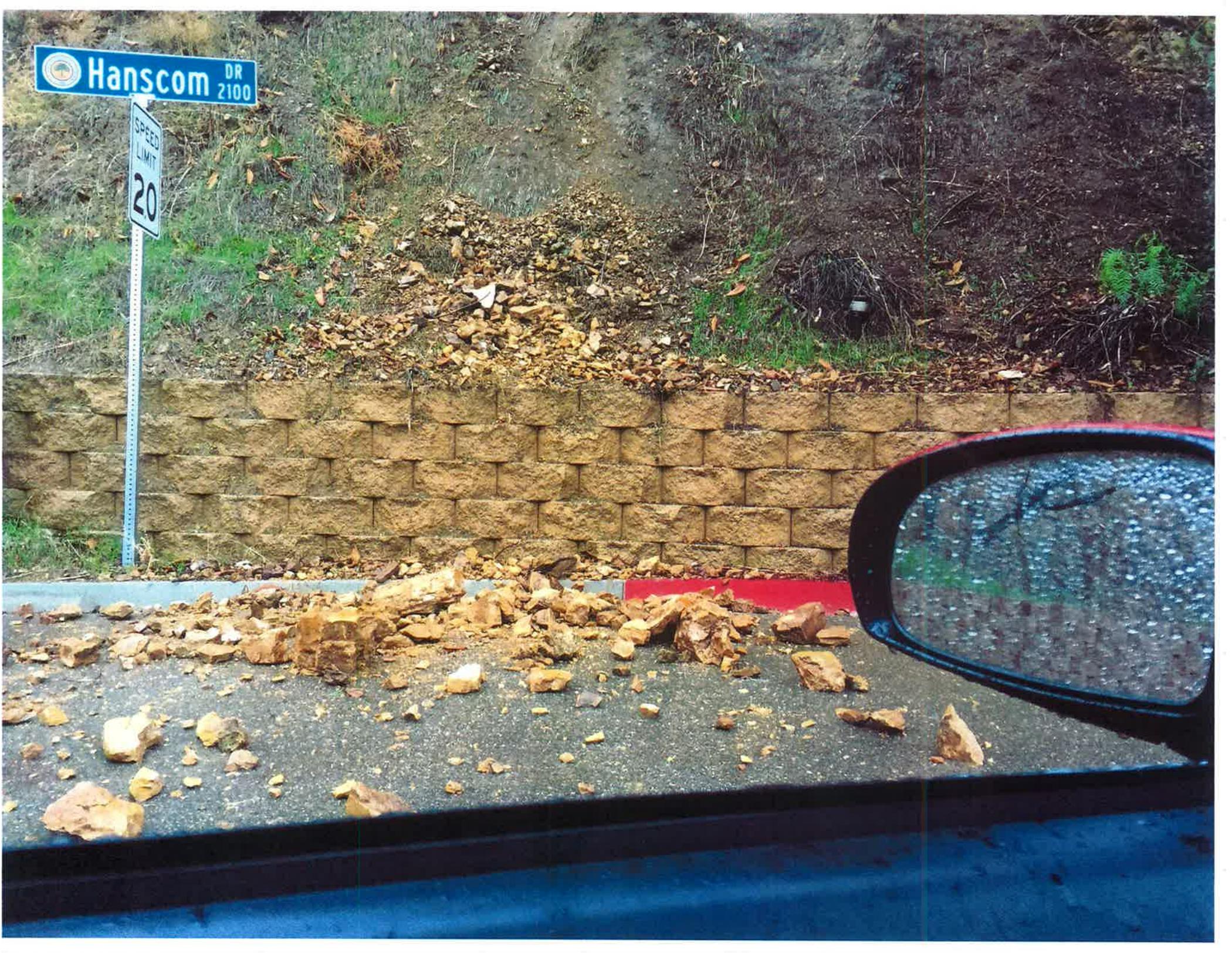
City constructed wall 6 feet 8 inches high

**BANSEN**  
Additional Material  
AGENDA ITEM # PC  
01/20/16 City Council Mtg.



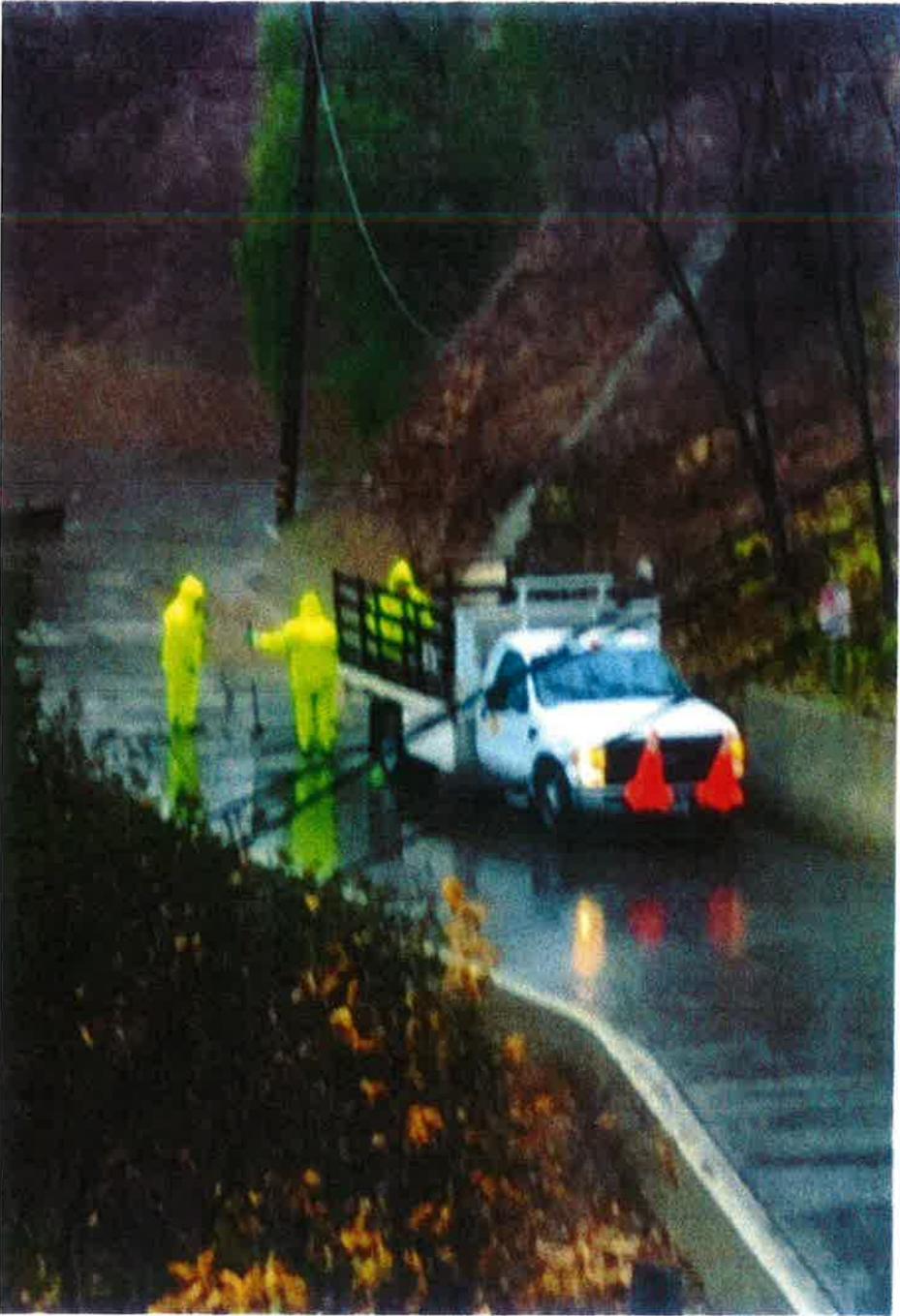
Hanscom DR 2100

SPEED  
LIMIT  
20





Inadequate wall height for 20 foot cliff behind it



One of ten cleanups in two days for same site during recent rain



Wall constructed on my property without permit



JONES & MAYER

ATTORNEYS AT LAW

3777 NORTH HARBOR BOULEVARD • FULLERTON, CALIFORNIA 92835  
(714) 446-1400 • (562) 697-1751 • FAX (714) 446-1448

April 19, 2010

Richard D. Jones\*  
Martin J. Mayer  
Kimberly Hall Barlow  
James R. Touchstone

Richard L. Adams II  
Jamaar Boyd-Weatherby  
C. Lee E. Rottenkasper  
Paul R. Coble  
Michael Q. Do  
Thomas P. Duarte  
Krista MacNevin Jee  
Elena Q. Gerli  
Christopher F. Neumeier  
Kathya M. Oliva  
Gregory P. Palmer  
Danny L. Peelman  
Harold W. Potter  
Denise L. Roanwich  
Jeremy J. Rytky  
Ivy M. Tai

Of Counsel  
Michael R. Capizzi  
Dean J. Pucci

Consultant  
Mervin D. Feinstein  
Steven H. Staveley

\*a Professional Law Corporation

VIA E-MAIL AND FIRST CLASS MAIL  
JSK@ATTORNEYKENNEDY.COM

J. Steven Kennedy  
Law Offices of  
J. STEVEN KENNEDY  
225 So. Lake Avenue, Suite 300  
Pasadena, California 91101

Re: Public Records Request – Correspondence dated April 8, 2010  
Nansen – 2145 Hanscom Drive, South Pasadena

Dear Mr. Kennedy:

This letter is written in response to the public records portion of your above-referenced correspondence to City Manager, John Davidson. Your records request was as follows: "I hereby renew the Nansens' request for copies of all pictures taken on their property by the City of South Pasadena, in October 2009." Please be advised that a diligent search for such records has been conducted in the Planning & Building Division and the City Prosecutor's office and no such records have been found. It is my understanding some pictures of the subject property were taken on a digital camera, however the images were not retained when it was determined that there were no violations on the subject property and therefore the images were not necessary for enforcement purposes.

Instruction of evidence

BNANSEN  
Additional Material  
AGENDA ITEM # PC  
01/20/16 City Council Mtg.

Page 2  
April 19, 2010

Sincerely yours,

A handwritten signature in black ink, appearing to read "Richard L. Adams II". The signature is fluid and cursive, with a long horizontal stroke at the end.

Richard L. Adams II  
City Attorney  
City of South Pasadena

RLA/dmj

cc: John Davidson, City Manager  
David Watkins, Director of Planning & Building  
Elena Gerli, City Prosecutor

## Marlon Ramirez

---

**From:** David Watkins  
**Sent:** Monday, October 19, 2009 4:30 PM  
**To:** 'Craig Melicher'  
**Subject:** RE: Inspections Without Permission

**Categories:** Red Category

Well, you can see the walls from Hanscom, but I don't know if you can tell if they need permits from that vantage point. The Nansens own two abutting lots; their house is on one, and the walls on the lot right next to it. In effect, they are their own neighbor. On the other side of them are 2 or 3 vacant lots before you get to that neighbor. They may have folks upslope from them where Hanscom & Illinois merge. We haven't had a complaining neighbor yet. Given the hilly nature, maybe you and I need to drive up there and eyeball it ourselves, and then we can do the sit down while you're here.

---

**From:** Craig Melicher [mailto:craig.melicher@transtech.org]  
**Sent:** Monday, October 19, 2009 4:18 PM  
**To:** David Watkins  
**Subject:** RE: Inspections Without Permission

Dave,

With respect to #1, we're in complete agreement. Let me know when and where.

With respect to #2, I'm reluctant to ignore if the wall is readily visible from a neighbor's property, especially if it's the complaining neighbor. Do we know who can see these walls, and who might complain. If so, do we need to worry about either??

Craig

---

**From:** David Watkins [mailto:DWatkins@ci.south-pasadena.ca.us]  
**Sent:** Monday, October 19, 2009 2:01 PM  
**To:** Craig Melicher  
**Subject:** RE: Inspections Without Permission

Here's what I would suggest, breaking this down into 2 issues: 1) property entry w/o permission, and 2) the apparent Code violations with the walls being constructed.

With respect to #1, I agree, we can handle this verbally; it might be good for you and I to sit down with Marlon and William and do it jointly to emphasize the seriousness of the matter;

With respect to #2, given that the "evidence" was not obtained appropriately, I can tell the CM (who will call the Nansen's) that we will take no action, but that we would be happy to sit down with them to show how they can build their walls without a permit.

---

**From:** Craig Melicher [mailto:craig.melicher@transtech.org]  
**Sent:** Monday, October 19, 2009 10:32 AM  
**To:** David Watkins  
**Subject:** RE: Inspections Without Permission

Hi Dave,

The last paragraph of my previous email had the following:

With respect to Bill and Marlon, I thinking they paint both of our houses or wash our cars for a year! Actually, I'll follow whatever the City wants to do. I don't think this is an offense that warrants termination, and I also think Bill and Marlon are both good for the City- they just exercised some very poor judgment. My preference is to handle this verbally, but with the clear understanding that a repeat offense will not be tolerated. A joint apology letter from Bill and Marlon to the applicant could also be an option. Let me know what you want to do with this.

I'm wide open if you have any other ideas.

Craig

---

**From:** David Watkins [mailto:DWatkins@ci.south-pasadena.ca.us]  
**Sent:** Monday, October 19, 2009 9:22 AM  
**To:** Craig Melicher  
**Subject:** RE: Inspections Without Permission  
**Importance:** High

We can make that offer, let me first clear it with the CM.

On another issue, how would you suggest we deal with William and Marlon going on the property without permission?

---

**From:** Craig Melicher [mailto:craig.melicher@transtech.org]  
**Sent:** Friday, October 16, 2009 3:02 PM  
**To:** David Watkins  
**Subject:** RE: Inspections Without Permission

I have an option that might kill two birds with one stone.

Please take a look at the attached sketch. The upper figure is the existing condition. If the retaining wall were moved forward and reduced in height so that there is a flat area behind the retaining wall (no surcharge) for a distance equal to the height of the wall then no building permit would be required.

Grading is the next challenge. This solution would require greater grading, but my standard answer has always been that you don't need a permit to mitigate unpermitted work, you just mitigate the work. (For example, somebody installs a sliding glass door where a garage door would normally be as part of an unpermitted garage conversion. My standard answer is that you don't need a permit to take out the sliding glass door and reinstall the appropriate garage door.)

If we take that position here, then we're only looking at the grading shown in purple, which if less than 2 feet in vertical height will also probably be less than 50 cubic yards total; hence no grading permit. We let him put back the other dirt as a means of mitigating the unpermitted grading work. Now we no longer have an unpermitted work condition.

You and I could meet him on site or in the office (your preference) to discuss, and to apologize for the trespass. I'm assuming that if no permit is required, then a hillside development permit is not required. He can avoid the cost and hassle (and so can we) of processing him, and he ends up with a lawful retaining wall. If you're interested in pursuing this as a solution, I would prefer to meet on site if possible to make sure that there isn't some other issue that we also need to resolve that we don't currently know about.

With respect to Bill and Marlon, I thinking they paint both of our houses or wash our cars for a year! Actually, I'll follow whatever the City wants to do. I don't think this is an offense that warrants termination, and I also think Bill and Marlon are both good for the City- they just exercised some very poor judgment. My preference is to handle this verbally, but

with the clear understanding that a repeat offense will not be tolerated. A joint apology letter to the applicant could also be an option. Let me know what you want to do with this.

And, have a great weekend.

Craig

---

**From:** David Watkins [mailto:DWatkins@ci.south-pasadena.ca.us]  
**Sent:** Friday, October 16, 2009 10:04 AM  
**To:** Craig Melicher  
**Subject:** Re: Inspections Without Permission

Can you take the lead on this? It would seem that William or Marlon cN go to the site, take pictures from the public ROW, and then we can send the letter AFTER conferring with Richard.

The second issue is what to do about the fact that William and Marlon were on the property without permission.

On Oct 16, 2009, at 9:10 AM, "Craig Melicher" <[craig.melicher@transtech.org](mailto:craig.melicher@transtech.org)> wrote:

Hi Dave,

The answer I generally hear from the City Attorneys is that if the condition can be viewed from a neighbor's yard without resorting to ladders, climbing trees, or standing on roofs, it's okay. (I've never really been clear why it's normally deemed okay for me to go up a set of stairs to view from a second story window or balcony, but I can't view from a ladder.)

Obviously the pictures taken up close are "fruit from the forbidden tree." A permit is required for any retaining wall condition, regardless of height, if the wall is surcharged by a slope. If we can see any portion of the wall from a reasonable position on a neighbor's property, I think that is all we need. We should, of course, confirm this with Richard or someone in the City Attorney's Office.

Is it worthwhile for me to send a letter informing him that a building permit is required for any retaining walls that support a slope, and that a grading permit may also be required – and which specifically ignores all the other circus issues?

Craig

---

**From:** David Watkins [mailto:DWatkins@ci.south-pasadena.ca.us]  
**Sent:** Friday, October 16, 2009 8:11 AM

**To:** Craig Melicher  
**Subject:** Re: Inspections Without Permission

Thanks for this. I'm frustrated too. Your email is crystal clear as to how far we can go.

With respect to the Nansen's, how would you suggest we proceed? Seems like the "evidence" we collected for the potential stop work order probably won't hold up if challenged, yet we also know they are building retaining walls without required permits.

On Oct 16, 2009, at 8:04 AM, "Craig Melicher" <[craig.melicher@transtech.org](mailto:craig.melicher@transtech.org)> wrote:

Dave,

I don't have the words to express my frustration regarding this issue because I have covered it and covered it. I sent Alya the following email, and then I am going to follow up again myself.

Please review the letter below from the applicant and from the City Manager. Then please personally contact each inspector to make the following crystal clear:

1. If you don't have permission to enter the property, you do not go on – Ever!
2. Getting a letter like this really pisses me off. Bill and Marlon both put themselves in a position where this [REDACTED] can accuse them of anything he wants because they acted stupidly.
3. The person giving permission must be at least 18 years of age. We DO NOT accept permission to enter any property from 14 year old girls – the reason being obvious.

Please emphasize to everybody that:

1. In America we have this thing called a Constitution, and people take what it says very seriously;
2. Having permission to enter protects the employee;
3. Not having permission to enter subjects the employee to whatever consequence may occur;

4. People have the right to refuse entry, **especially and even if they have a permit**. A building permit does not suspend anybody's Constitutional rights.
5. It's actually better for us if an applicant refuses entry because refusal severely limits our ability to pursue.

When an investigation is being done there must either two individuals who can cooperate each other's story, or there must be written approval to enter. All investigations should be treated as a hostile condition even if we think that everything is okay, because stories can change real fast, especially if we don't have at least two inspectors present who can tell the same story.

Please keep me posted.

Craig Melicher

Construction Manager

(909) 576-8668

[craig.melicher@transtech.org](mailto:craig.melicher@transtech.org)

Transtech Engineers, Inc.

624 Brea Canyon Road

Walnut, CA 91789

\*\*\*\*\*

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This email message may contain undetected viruses or other potentially harmful content. The recipient is solely responsible for insuring that all receiving hardware is properly protected from any harmful electronic content unknowingly transmitted with this email message.

\*\*\*\*\*

**Subject:** 4/18 questions after reviewing emails  
**From:** Sally Kilby (SKilby@ci.south-pasadena.ca.us)  
**To:** mlnbjn@yahoo.com;  
**Date:** Wednesday, April 25, 2012 2:19 PM

Here are the responses to your records request 4/18/12 as far as we've been able to ascertain:

The "Red Category" was just a marking system the P&B Director used to mark the emails as he went through them. The "Red Category" were the ones that needed to be printed.

Records concerning punishment: No records to date. Will re-send request.

Copy of apology letter: No record found to date.

Records of other illegal searches: No records to date. Search being conducted by Police Dept currently on Reed/Ramirez. We cannot search for "all building department employees" in police records. We would need names. However, it appears that the records requested here, to the extent that they exist and are disclosable, have already been provided.

Redacted word on page 4. The unredacted page is attached.

Sally Kilby

City Clerk

City of South Pasadena

1414 Mission St.

South Pasadena, CA 91030

(626) 403-7232 (phone)

On Oct 16, 2009, at 8:04 AM, "Craig Melicher" <[craig.melicher@transtech.org](mailto:craig.melicher@transtech.org)> wrote:

Dave,

I don't have the words to express my frustration regarding this issue because I have covered it and covered it. I sent Alya the following email, and then I am going to follow up again myself.

Please review the letter below from the applicant and from the City Manager. Then please personally contact each inspector to make the following crystal clear:

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3. Not having permission to enter subjects the employee to whatever consequence may occur;
4. People have the right to refuse entry, **especially and even if they have a permit**. A building permit does not suspend anybody's Constitutional rights.
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When an investigation is being done there must either two individuals who can cooperate each other's story, or there must be written approval to enter. All investigations should be treated as a hostile condition even if we think that everything is okay, because stories can change real fast, especially if we don't have at least two inspectors present who can tell the same story.

Please keep me posted.

Craig Melicher

Construction Manager

(909) 576-8668

[craig.melicher@transtech.org](mailto:craig.melicher@transtech.org)

Transtech Engineers, Inc.

624 Brea Canyon Road

Walnut, CA 91789

\*\*\*\*\*

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# Memorandum

To: CHAIR AND COMMISSIONERS  
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: January 20-21, 2016

Reference No.: 2.4d.(1)  
Action Item

From: NORMA ORTEGA  
Chief Financial Officer

Prepared by: Jennifer S. Lowden,  
Division Chief  
Division of Right of Way and  
Land Surveys

Subject: DIRECTOR'S DEEDS

## RECOMMENDATION

The California Department of Transportation (Department) recommends the California Transportation Commission (Commission) authorize the execution of the Director's Deeds summarized below. The conveyance of excess State owned real property, including exchanges, is pursuant to Section 118 of the Streets and Highways Code.

The Director's Deeds included in this item involve an estimated current value of \$5,486,400. The State will receive a return of \$7,991,150 from the sale of these properties. A recapitulation of the items presented and corresponding maps are attached. The sale of these properties are considered Class 12 under California Environmental Quality Act guidelines, Section 15312, and are therefore categorically exempt.

## ISSUE

01-03-Yub-20 PM 1.6 Marysville  
Disposal Unit #DD 036074-01-01 2.5 acres  
Convey to: Highmark Land Co., LLC \$211,750 (Appraisal \$70,000)  
Public sale. Selling price represents the highest bid received at public auction. There were 12 bidders.

02-04-Ala-92 PM 8.8 Hayward  
Disposal Unit #DD 036297-01-01 3.818 acres  
Convey to: Yi Sun \$830,000 (Public sale estimate \$500,000)  
Public sale. Selling price represents the highest bid received at the public sale. There were eight bidders.

"Provide a safe, sustainable, integrated and efficient transportation system  
to enhance California's economy and livability"

CSUTTON  
Additional Material  
AGENDA ITEM # PC  
01/20/16 City Council Mtg.

**03-04-A1a-238 PM 12.6** Hayward  
Disposal Unit #DD 036245-01-01 0.51 acre  
Convey to: Fore Kings LLC \$503,000 (Public sale estimate \$240,000)  
Public sale. Selling price represents the highest bid received at the first public auction for both parcels as one unit. There were 11 bidders.

**04-04-A1a-238 PM 11.7X** Hayward  
Disposal Unit #DD 039073-01-01 0.26 acre  
Convey to: Fore Kings LLC \$256,000 (Public sale estimate \$150,000)  
Public sale. Selling price represents the highest bid received at the first public auction. There were five bidders.

**05-04-SCI-101 PM 48.6** Mountain View  
Disposal Unit #DD 011986-02-01 0.49 acre  
Convey to: CALVANO/CRP MOUNTAIN VIEW \$1,130,000 (Appraisal \$1,130,000)  
OWNER, L.L.C.

Direct sale at the appraised value received from the only adjoining owner. The property is incapable of independent development due to its size. This parcel is subject to an easement reservation for utilities, drainage and maintenance.

**06-04-SM-84 PM 24.7** Redwood City  
Disposal Unit #DD 028494-X1-XX 0.07 acre  
Convey to: Butler Realty III, LLC \$150,000.00 (Appraisal \$150,000)  
Direct sale to an adjoining owner at the appraised value. This will be a conditional direct sale to an adjoining owner of a street to be abandoned by Redwood City, which will revert to the state. The condition is the city abandoning the street. The adjoining owner has been working with the city for several years to have the street abandoned and will use the parcel for landscaping and parking.

**07-04-Son-101 PM 1.3** Sonoma County  
Disposal Unit #DD 061867-X1-X1 6.859 acres  
Convey to: Brian H. Boyajian, et al. \$94,400 (Appraisal \$94,400)  
Direct conveyance via exchange. The exchange is directed in the Settlement Agreement and Final Judgment dated September 29, 2015.

**08-07-LA-5 PM 36.4** Los Angeles  
Disposal Unit #DD 077989-01-01 2.29 acres  
Convey to: Pat be Melach, LLC \$4,381,000  
(Public Sale Estimate \$2,572,000)  
Public sale. Sale price represents the highest bid received at oral auction on November 5, 2015. There were 16 active bidders out of 16 registered bidders.

PASADENA



09-07-LA-710 PM 32.2 Pasadena  
Disposal Unit #DD 046819-01-01 0.205 acre  
Convey to: Steven Schuricht \$435,000 (Public Sale Estimate \$580,000)  
Public sale. Sale price represents the highest bid received at the second oral auction, held on November 5, 2015. There was one active bidder out of 16 registered bidders.

10-11-SD-11 PM 0.97 San Diego  
Disposal Unit #DK 34803-5 0.479 acre  
Convey to: City of San Diego \$0 (Appraisal N/A)  
Direct conveyance for no monetary consideration per Utility Agreement No. 33578 dated 01/21/14.

11-11-SD-11 PM 0.97 San Diego  
Disposal Unit #DK 34804-3 0.887 acre  
Convey to: City of San Diego \$0 (Appraisal N/A)  
Direct conveyance for no monetary consideration to the City of San Diego of an easement for drainage purposes per Cooperative Agreement No. 11-8380 dated 12/10/13.

12-12-Ora-5 PM 5.8 San Clemente  
Disposal Unit #DK 102671-3 0.007 acre  
Convey to: San Diego Gas & Electric \$0 (Appraisal N/A)  
Direct conveyance for no monetary consideration. Conveyance of easement is 100% State obligation pursuant to Utility Agreement 12-UT-1135 dated September 27, 2013, section V. General Conditions, and paragraph 5.

Attachments

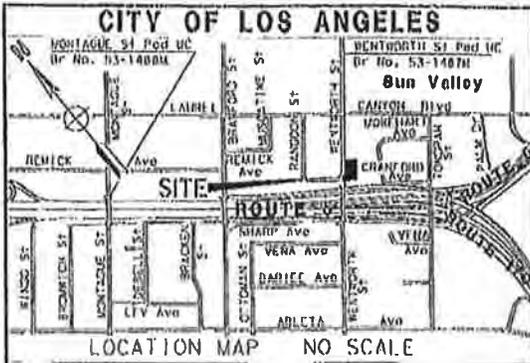
**SUMMARY OF DIRECTOR'S DEEDS - 2.4d.(1)  
PRESENTED TO CALIFORNIA TRANSPORTATION COMMISSION - January 20-21, 2016**

**Table I - Volume by Districts**

District	Direct Sales	Public Sales	Non-Inventory Conveyances	Other Funded Sales	Total Items	Current Estimated Value	Return From Sales	Recovery %
								% Return From Sales Current Value
01								
02								
03		1			1	70,000.00	211,750.00	303%
04	3	3			6	\$2,264,400.00	\$2,963,400.00	131%
05								
06								
07		2			2	3,152,000.00	4,816,000.00	153%
08								
09								
10								
11	2				2	0.00	0.00	
12	1				1	0.00	0.00	
<b>Total</b>	<b>6</b>	<b>6</b>			<b>12</b>	<b>\$5,486,400.00</b>	<b>\$7,991,150.00</b>	<b>146%</b>

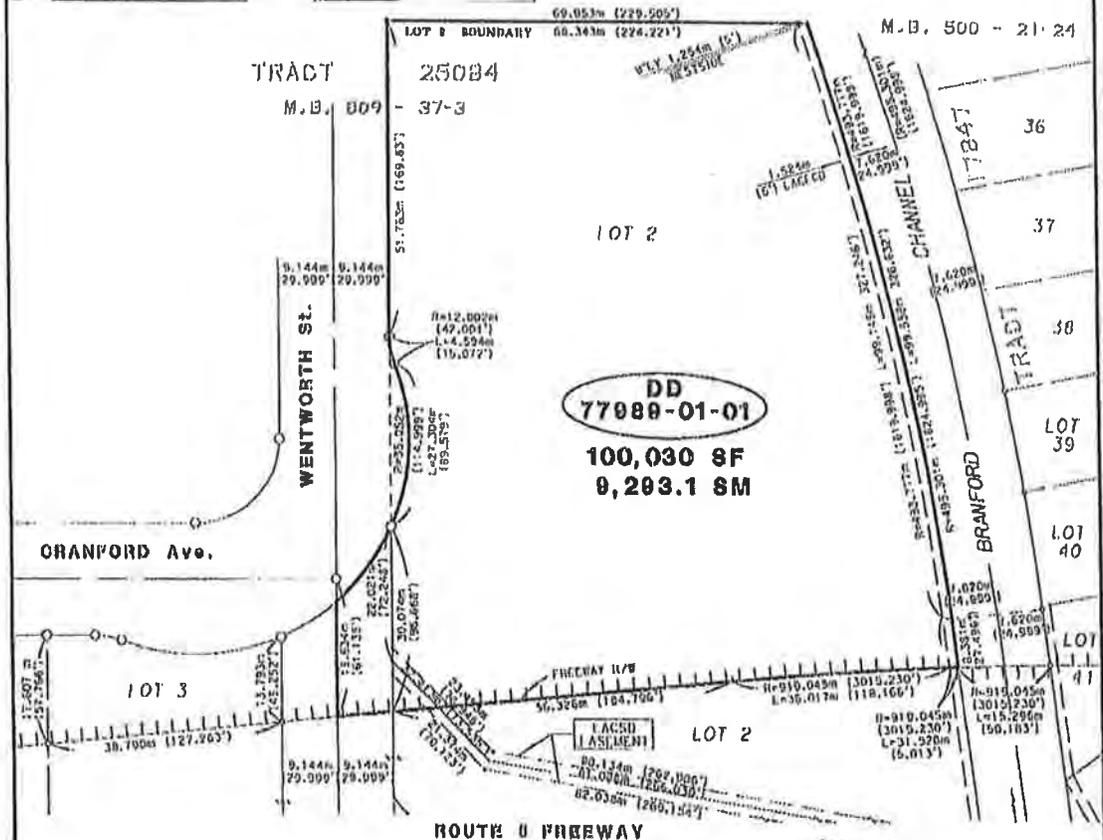
**Table II - Analysis by Type of Sale**

Type of Sale	# of Items	Current Estimated Value	Return From Sales	Recovery %
				% Return From Sales Current Value
Direct Sales	6	\$1,374,400.00	\$1,374,400.00	100%
Public Sales	6	\$4,112,000.00	\$6,616,750.00	161%
Non-Inventory Conveyances				
<i>Sub-Total</i>	12	\$5,486,400.00	\$7,991,150.00	146%
Other Funded Sales				
<i>Total</i>	12	\$5,486,400.00	\$7,991,150.00	146%



DIST	COUNTY	ROUTE	PM/KP
07	L.A.	5	36.2/58.2

**PARCEL NO.** DD 77989-01-01  
**CALCULATED AREA** 100,030 SF  
 9,293.1 8M



STATE RETAINS ACCESS RIGHTS INTERSTATE CITY OF LOS ANGELES

STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION-DISTRICT 07

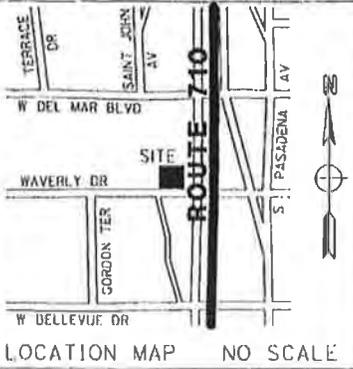
PLAT ACCOMPANYING  
**DIRECTOR'S DEED DD 77989-01-01**  
 REF. MAP: R/W MAP NO. F1297-1A

SCALE: NONE  
 DRWN: ST CHKD: FC  
 DATE: 10-27-2016

**CITY OF PASADENA**

DIST	COUNTY	ROUTE	POST MILE
07	LA	710	32.2

PARCEL NO.	AREA
DD 48819-01-01	8,925 SF



**DEL MAR ST.**

GALBRAITH + THOMAS

M.R. 12-76

11

12

**ROUTE 710 FREEWAY**

**8,925 S.F.**

**DD**

**46819-01-01**

M.R. 70-9

175.5'

TRACT

MAVERLY DR.

**WAVERLY DR.**

30' 30'  
**GORDON TER.**

STATE RETAINS ACCESS RIGHTS

**CITY OF PASADENA**

STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION-DISTRICT 07

PLAT ACCOMPANYING

**DIRECTOR'S DEED DD 46819-01-01**

REF. MAP: R/W MAP NO. F-1214-14

SCALE: NONE

DRWN:: ST CHKD: FC

DATE: 6-27-2014

# Memorandum

Council Meeting: 01/20/2016  
Item: Public Comment  
Distributed by Christopher Sutton

To: CHAIR AND COMMISSIONERS

CTC Meeting: January 20, 2016

Reference No.: 4.9  
Information

From: WILL KEMPTON  
Executive Director

Subject: CONSIDERATION OF DRAFT TOLL FACILITY GUIDELINES (AB 194)

## SUMMARY:

To implement Assembly Bill 194 (Frazier, 2015), the Commission must adopt guidelines related to the approval of developing and operating new toll facilities in California. The draft Toll Facility Guidelines attached to this memorandum are presented for purposes of seeking input prior to finalization. Commission staff will address comments received and prepare final draft guidelines for adoption at the Commission's March 16-17, 2016 meeting.

## BACKGROUND:

The Legislature passed and Governor Brown signed into law Chapter 687, statutes of 2015 (Assembly Bill or AB 194), delegating to the Commission the legislative responsibility to approve the tolling of transportation facilities in California. Before 2016, tolling authority was typically granted only through legislation specifically authorizing some entity to implement the tolled facility.

Specifically, Section 149.7 of the California Streets and Highways Code, as amended by AB 194, authorizes regional transportation agencies or the California Department of Transportation (Department) to apply to the Commission to develop and operate high-occupancy toll lanes or other toll facilities, including the administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit or freight. Applications for the development and operation of toll facilities are subject to review and approval by the Commission pursuant to criteria set forth in guidelines established by the Commission.

The Commission will consider draft guidelines at its January meeting, and upon addressing any comments received, will consider a final draft of the guidelines for adoption at its March meeting.

Attachment A – Draft Toll Facility Guidelines

**DRAFT**  
**CALIFORNIA TRANSPORTATION COMMISSION**  
Guidelines for  
Toll Facility Project Applications

**Authority and Purpose**

The Legislature passed and Governor Brown signed into law Chapter 687, statutes of 2015 (Assembly Bill or AB 194), delegating to the California Transportation Commission (Commission) the legislative responsibility to approve the tolling of transportation facilities in California. Before 2016, tolling authority was typically granted only through legislation specifically authorizing some entity to implement the tolled facility.

Specifically, Section 149.7 of the California Streets and Highways Code, as amended by AB 194, authorizes regional transportation agencies or the California Department of Transportation (Caltrans) to apply to the Commission to develop and operate high-occupancy toll lanes or other toll facilities, including the administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit or freight. Applications for the development and operation of toll facilities are subject to review and approval by the Commission pursuant to criteria set forth in guidelines established by the Commission. Prior to approving an application, the Commission will conduct at least one public hearing at or near the proposed toll facility for the purpose of receiving public comment. Upon approval of an application, the regional transportation agencies or Caltrans may develop and operate the proposed toll facility, subject to the minimum requirements defined in statute.

The purpose of these guidelines is to set forth the Commission's policy for carrying out its role in implementing AB 194 and to assist the regional transportation agencies and Caltrans when contemplating an application to the Commission for approval to develop and operate high-occupancy toll lanes or other toll facilities. This Commission policy is not a regulation and should not be construed as imposing any requirement or imposing any deadline on any agency. References to timeframes in this guidance are statements of Commission intent and not deadlines or restrictions for either the Commission itself or for other agencies. Further, references to the contents of submittals from other agencies are statements of what the Commission expects that it will need in order to carry out its own responsibilities for project approval.

**Timing of Application**

The timing of application submission may vary, but the Commission expects that the project in any submitted application will be far enough through the development process to fulfill the minimum criteria identified in AB 194. For example, the project should be developed enough for the application to include quantifiable evidence of the corridor performance improvement to be

provided from the toll facility, a project initiation document, and a realistic and comprehensive funding plan for the project.

Applicants are encouraged to discuss developing proposals with the Commission prior to submittal. Commission staff will perform a preliminary review of each conceptual application to determine whether the application appears to comprehensively address the requirements set forth in these guidelines. Applications that appear incomplete will be returned to the applicant for revision.

The Commission does not intend to unduly delay any project through the application process. Therefore, upon receipt of a comprehensive toll facility application, the Commission will place the application on its agenda when the Commission office receives the application at least 45 days prior to the meeting. This commitment is not a guarantee but a statement of intention, and may vary based on many factors, such as the complexity or completeness of the application, or the timing of the next Commission meeting.

### **Reimbursement Contract**

At the time of application submission, regional transportation agency applicants must submit a signed agreement to reimburse the Commission for the Commission's costs and expenses incurred in processing the application, as required by AB 194. The full cost of goods or services includes all costs attributable directly to processing the application plus a fair share of indirect costs which can be ascribed reasonably to the effort. Section 8752.1 of California's State Administrative Manual discusses the cost elements included in the calculation. The Commission expects the cost to be at a minimum \$15,000 and not to exceed \$100,000, depending on the complexity of the application. Further, the applicant will be notified of consultant service costs required for reimbursement should the Commission determine technical expertise is required.

Further, the Commission expects that Caltrans will submit a signed agreement to reimburse the Commission for any consultant costs necessary to evaluate a Caltrans application.

### **Complete Funding Plan**

AB 194 requires demonstration that a complete funding plan has been prepared for any proposed toll facility project. The Commission interprets this to mean that all funding sources are identified and the applicant has a plan for securing these funds. A complete funding plan does not mean that all financing has been secured, as it is possible some financing sources may not be available until the project sponsor has authority to develop and operate the toll facility, which is granted only upon approval by the Commission.

### **Review and Approval of a Caltrans Expenditure Plan**

According to AB 194, the revenue generated from the operation of a toll facility shall be available to the sponsoring agency in this order: (1) for direct expenses related to any debt issued to construct, repair, rehabilitate, or reconstruct the toll facility, (2) for the development,

maintenance, repair, rehabilitation, improvement, reconstruction, administration, and operation of the toll facility, including toll collection and enforcement, and (3) reserves for the first two identified purposes. All remaining revenue generated by the toll facility shall be used in the corridor from which the revenue was generated pursuant to an expenditure plan developed by the sponsoring agency.

AB 194 requires the Commission to review and approve the expenditure plan and any updates for a toll facility sponsored by Caltrans. Therefore, the Commission expects that the expenditure plan for excess revenues from a toll facility sponsored by Caltrans will be submitted to the Commission in conjunction with submittal of a Caltrans application.

For a toll facility sponsored by a regional transportation agency, the governing board of the regional transportation agency will review and approve the expenditure plan and any updates.

### **Evaluation of Project Eligibility**

Once a reimbursement contract is in place, the Commission will review and evaluate each application. The Commission may obtain professional opinions from necessary experts in the evaluation of the detailed application. For example, consultation and opinions could be obtained from expert engineers, accountants, and attorneys as applicable.

Project applications should include documentation to support the development and operation of high-occupancy toll lanes or other toll facilities, including the administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit or freight.

The criteria set forth below will be considered by the Commission in determining whether the Commission should approve a toll facility project application submitted in accordance with AB 194. Applications that do not satisfactorily address the identified criteria will be considered incomplete and will not be recommended for approval.

### **Minimum Eligibility Criteria**

The Commission must find, at a minimum, that the criteria identified in AB 194 are met. Therefore, every application should clearly discuss how it meets the following minimum criteria:

- (1) A demonstration that the proposed toll facility will improve the corridor's performance by, for example, increasing passenger throughput or reducing delays for freight shipments and travelers, especially those traveling by carpool, vanpool, and transit.
- (2) A requirement that the proposed toll facility is contained in the constrained portion of a conforming regional transportation plan prepared pursuant to Section 65080 of the Government Code.
- (3) For projects involving the state highway system, evidence of cooperation between the applicable regional transportation agency and Caltrans. Examples of acceptable

evidence of cooperation could be in the form of a completed cooperative agreement or a signed letter between the parties to demonstrate that the parties are working cooperatively on the development of the toll facility.

(4) A discussion of how the proposed toll facility meets the requirements of Streets and Highways Code Section 149.7.

(5) A complete project initiation document for the proposed toll facility.

(6) A complete funding plan for development and operation of the toll facility.

(7) For a toll facility sponsored by Caltrans, submittal of a comprehensive expenditure plan.

### **Supporting Application Information**

In evaluating applications, the Commission will consider all provided information to determine whether to approve the proposed toll facility. Accordingly, in conjunction with responding to the statutorily defined minimum criteria, applications should address the following questions whenever applicable.

#### **Compliance with State Law**

Has the applicant demonstrated that the proposed project is consistent with the established standards, requirements, and limitations that apply to the toll facilities in Section 149.7 of the Streets and Highways Code as well as all other applicable sections of state law?

#### **System Compatibility**

If on the state system, has the applicant demonstrated that the project is consistent with State Highway System requirements? Does this project propose improvements that are compatible with the present and planned transportation system? Does the project provide continuity with existing and planned state and local facilities?

#### **Corridor Improvement**

Has the applicant provided compelling evidence that demonstrates that the proposed toll facility will significantly improve the corridor's performance?

#### **Technical Feasibility**

*Project Definition* – Has the applicant described the proposed facility in sufficient detail to determine the type and size of the project, the location, all proposed interconnections with other transportation facilities, the communities that may be affected, and alternatives (e.g. alignments) that may need to be evaluated?

*Proposed Project Timeline* – Is the time frame for project completion clearly outlined? Is the proposed schedule reasonable given the scope and complexity of the project? Does the proposal contain adequate assurances that the project will be completed on time?

*Operation* – Has the applicant presented a reasonable statement setting forth plans for operation of the facility?

*Federal Involvement* – Is the project outside the purview of federal oversight, or will it require some level of federal involvement due to its location on the National Highway System or Federal Interstate System or because federal permits are required? If so, has the applicant provided a reasonable plan for addressing all federal responsibilities?

*Maintenance* – Is there a process in place to clearly define assumptions and responsibilities during the operational phase including law enforcement, toll collection, and maintenance?

### Financial Feasibility

*Funding Plan* – Is the funding plan built on a reasonable basis for funding project development and operations? For example, are the assumptions on which the plan is based well defined and reasonable in nature? Are the plan's risk factors identified and dealt with sufficiently? Are the planned sources of funding and financing realistic? Has the applicant demonstrated evidence of its ability to obtain the necessary financing? Does the applicant have the ability to fund shortfalls if revenues do not meet projections?

*Cost Estimates* – Is the estimated cost of the facility reasonable in relation to the cost of similar projects?

*Expenditure Plan for Excess Revenues* – If an expenditure plan for excess revenues has not yet been adopted by the appropriate governing entity, has the applicant included a discussion of its intentions for revenues collected beyond those necessary for any debt service, operations, and reserved as defined in AB 194?

### Regional Transportation Plan & Community Support

*Consistency with Existing Plans* – Is the project consistent with the relevant city and county comprehensive plans? If not, are steps proposed that will achieve consistency with such plans?

*Consideration of Impacts* – Does the applicant explicitly consider the potential diversions of vehicles onto adjacent routes that could lead to congestion, safety problems, and infrastructure damage due to the imposition of tolls on particular facilities?

*Fulfilling Policies and Goals* – In what ways does the proposed project help achieve performance, safety, mobility, economic, or transportation demand management goals?

*Environmental Considerations* – Is the proposed project consistent with applicable state and federal environmental statutes and regulations? Does the proposal adequately address or improve air quality and other environmental concerns?

*Community/Stakeholder Support* – What is the extent of support or opposition for the project? Does the project proposal demonstrate an understanding of the national and regional transportation issues and needs, as well as the impacts this project may have on those needs? Is there a demonstrated ability to work with the affected communities? Have all affected local jurisdictions provided clear written statements of the extent of their support for the project?

### **Public Hearings & Final Approval/Rejection**

AB 194 requires that, prior to approving an application, the Commission conduct at least one public hearing at or near the proposed toll facility for the purpose of receiving public comment.

Upon final evaluation of the project application against the eligibility criteria, and after the required public hearing, the Commission will approve or reject the application. If the Commission approves an application, it will do so through the adoption of a resolution at a regularly scheduled Commission meeting.

### **Report to the Legislature**

Annually the Commission, in cooperation with the Legislative Analyst, is statutorily required to report to the Legislature on the progress of the development and operation of each toll facility approved under these guidelines. To inform the Commission's Annual Report to the Legislature due December 15<sup>th</sup>, the Commission expects an annual report from every sponsoring agency describing the progress of each approved toll facility no later than October 1<sup>st</sup> of each year. In order to facilitate thorough reporting, at a minimum, this report should include a discussion of the following:

- (A) A progress report for the project.
- (B) A comparison of the project baseline budget and the current or projected budget.
- (C) A comparison of the current or projected schedule and the baseline schedule.
- (D) If construction is complete and operations have begun, a discussion of the operations of the facility and how actual performance compares to the project's original expected performance.
- (E) A discussion of any other issues identified and actions taken to address those issues.

### **Projects Requiring Future Commission Actions**

Section 149.7 does not modify nor does this guidance address the Commission's authority to program and allocate state funds. No application approval in accordance with AB 194 or these guidelines can be considered as binding the Commission to take any programming or allocating action in the future in relation to any application.

Specifically, the Commission's approval of a toll facility project application does not in and of itself create a new commitment of state transportation revenues or create an undue risk to state transportation revenues committed to other projects.

### **Project Changes after Approval**

After the Commission has approved a project, it will have no further role in reviewing or approving changes to the project except at the request of the sponsor agency. If Caltrans or the regional transportation agency finds it necessary or appropriate to make changes to the toll facility project after approval, the Commission expects that the agency will request approval of the change by submitting a supplement to the project application setting forth a description of the change and the reasons for it. A change approval request is only necessary if the change substantially alters the scope, schedule, or terms of the approved project. The Commission will approve the change if it finds that the revised project meets the evaluation criteria set forth in this guidance.

## Memorandum

## TAB 18

To: CHAIR AND COMMISSIONERS  
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: January 20-21, 2016

Reference No.: 4.17  
Action Item

From: NORMA ORTEGA  
Chief Financial Officer

Prepared by: Steven Keck, Chief  
Division of Budgets

Subject: **REVISED 2016 STATE TRANSPORTATION IMPROVEMENT PROGRAM FUND  
ESTIMATE ASSUMPTION FOR THE PRICE-BASED EXCISE TAX RATE**

### **RECOMMENDATION:**

The California Department of Transportation (Department) recommends that the California Transportation Commission (Commission) approve an updated Price-Based Excise Tax Rate assumption for the Amended 2016 State Transportation Improvement Program (STIP) Fund Estimate.

### **ISSUE:**

Assumptions for the Amended 2016 STIP Fund Estimate provide the basis for forecasting available capacity for the 2016 STIP and the 2016 State Highway Operation and Protection Program. Revenue assumptions were based in part on the Department of Finance estimation that the Price-Based Excise Tax Rate on gasoline would increase incrementally over the fund estimate period. In May 2015, the Commission approved the assumptions for the 2016 STIP Fund Estimate. In August 2015, the 2016 STIP Fund Estimate was adopted by the Commission.

On January 7, 2016, the 2016-17 Governor's Budget was released, reflecting a lower projected 2016-17 Price-Based Excise Tax rate than was previously estimated by the Department of Finance. In response to the decreased rate, the Department worked with Commission staff to develop updated Price-Based Excise Tax Rate scenarios over the fund estimate period, including a Recommended Projection. These scenarios are detailed in the "Revised 2016 STIP Fund Estimate Assumption for the Price-Based Excise Tax Rate" attached.

Section 14525(d) of the Government Code states that the Commission may amend the Fund Estimate prior to March 1 of each even-numbered year. The Department has developed an Amended 2016 STIP Fund Estimate for adoption that incorporates the Recommended Projection. If the Commission chooses to approve an alternate Tax Rate scenario, the Department will provide an Amended Fund Estimate on the following day of the Commission meeting.

**BACKGROUND:**

On March 26, 2015, the Department presented the Draft Assumptions for the 2016 STIP Fund Estimate to Commissioners and Commission staff for their review. The Department worked with Commission staff to update and make any necessary changes to the assumptions and methodologies. The finalized assumptions were presented and approved by the Commission on May 28, 2015.

The 2016-17 Governor's Budget reflects a lower Price-Based Excise Tax Rate than the Department of Finance projected in 2015. Because the Price-Based Excise Tax is the primary revenue source for the STIP, lower rates have been incorporated into the updated Price-Based Excise Tax Rate scenarios, which will result in decreased STIP capacity over the fund estimate period.

Attachment



**REVISED 2016 STIP FUND  
ESTIMATE ASSUMPTION FOR  
THE PRICE-BASED EXCISE  
TAX RATE**

PREPARED BY  
THE DEPARTMENT OF TRANSPORTATION  
DIVISION OF BUDGETS

## UPDATE TO THE FINAL ASSUMPTIONS

The Department has worked with Commission staff to update the 2016 STIP Fund Estimate (FE) Assumptions in order to reflect a decrease in the Price-Based Excise Tax Rate over the fund estimate period. The original Adopted 2016 STIP FE, and updated Rate scenarios, are explained in detail below:

**Adopted 2016 STIP Fund Estimate Rates:** Assumed a price-based excise tax rate on gasoline for 2016-17 of 14.1 cents per gallon, increasing to 18 cents prior the end of the FE period. This scenario utilized the 2015-16 Governor's Budget and February 2015 Department of Finance (DOF) projections, but assumed a higher Price-Based Excise Tax Rate on gasoline in the last two years of the FE period. This scenario incorporated annual growth rates on weight fee revenues and static gasoline and diesel fuel consumption. See the table titled "Adopted 2016 STIP Fund Estimate" on Page 3.

### UPDATED SCENARIOS

*Each of the following scenarios assume that all elements of the above approved assumption remain unchanged with the exception of price-based excise tax rates.*

**A - Recommended Projection:** The Department has worked with Commission staff to develop a Rate scenario that mirrors the assumption that Price-Based Excise Tax Rates reach 18 cents prior to the end of the FE period, while reflecting lower rates in early years when compared to the original scenario. The linear approach to fiscal year Rate adjustments reflect the adopted assumption of an incremental increase in each year of the FE. Rates based on the Recommended Projection represent a middle-ground between other scenarios, and are projected to reduce STIP revenue by approximately \$801 million, and total revenue by approximately \$1 billion, when compared to the original scenario. See the table titled "A - Recommended Projection" on Page 3.

**B - Adopted STIP Fund Estimate Indexed to 2016-17 Rate Projection:** By adjusting the 2016-17 rate to reflect the updated DOF projection (rounded to the nearest cent) of 10 cents, rates for the remaining years of the FE period were reduced by 4.1 cents. This represents the most dramatic change in rates, and is projected to reduce STIP revenue by approximately \$1.3 billion, and total revenue by approximately \$1.6 billion, when compared to the original scenario. See the table titled "B - Adopted STIP Fund Estimate Indexed to Updated 2016-17 Rate Projection" on Page 3.

**C - Department of Finance Projection (as of December 2015):** In advance of the 2016 Board of Equalization meeting to set the 2016-17 price-based excise tax rate, the DOF released rate projections covering the FE period. This scenario represents the most conservative change in rates, and is projected to reduce STIP revenue by approximately \$198 million, and total revenue by approximately \$252 million, when compared to the original scenario. See the table titled "C - Department of Finance Rate Projection" on Page 3.

**D - Projection Based on EIA Publication:** The Energy Information Administration (EIA) produces the official energy statistics from the U.S. Government. The *Energy Outlook 2015* publication projects average national gasoline prices at the pump, including applicable taxes, through 2040. The Reference scenario includes a modest increase in crude oil prices, which

factors into a marginal increase in gasoline prices over the FE period. Average annual national prices were adjusted to California, based on a four-year historical comparison. Certain taxes were removed to reflect the methodology used to calculate the equivalent price-based excise tax rate for each fiscal year over the FE period. Rates based on the EIA *Energy Outlook 2015* are projected to reduce STIP revenue by approximately \$849 million, and total revenue by approximately \$1.1 billion, when compared to the original scenario. See the table titled “D - Projection Based on EIA Publication” below.

**Adopted STIP Fund Estimate**

<i>Price-Based Excise Tax Rate</i>	<b>\$0.141</b>	<b>\$0.159</b>	<b>\$0.169</b>	<b>\$0.180</b>	<b>\$0.180</b>	
<b>Revenues (\$ in millions)</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Total</b>
Price-Based Excise Tax on Gas (Non-STIP)	\$1,181	\$1,250	\$1,306	\$1,337	\$1,358	<b>\$6,432</b>
Price-Based Excise Tax on Gas (STIP)	\$403	\$495	\$537	\$599	\$589	<b>\$2,623</b>

**A - Recommended Projection**

<i>Price-Based Excise Tax Rate</i>	<b>\$0.100*</b>	<b>\$0.120</b>	<b>\$0.140</b>	<b>\$0.160</b>	<b>\$0.180</b>	
<b>Revenues (\$ in millions)</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Total</b>
Price-Based Excise Tax on Gas (Non-STIP)	\$1,111	\$1,184	\$1,257	\$1,303	\$1,358	<b>\$6,214</b>
Price-Based Excise Tax on Gas (STIP)	\$149	\$253	\$357	\$474	\$589	<b>\$1,822</b>

**B - Adopted STIP Fund Estimate Indexed to Updated 2016-17 Rate Projection**

<i>Price-Based Excise Tax Rate</i>	<b>\$0.100*</b>	<b>\$0.118</b>	<b>\$0.128</b>	<b>\$0.139</b>	<b>\$0.139</b>	
<b>Revenues (\$ in millions)</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Total</b>
Price-Based Excise Tax on Gas (Non-STIP)	\$1,111	\$1,181	\$1,237	\$1,268	\$1,289	<b>\$6,086</b>
Price-Based Excise Tax on Gas (STIP)	\$149	\$241	\$283	\$345	\$335	<b>\$1,352</b>

**C - Department of Finance Projection (as of December 2015)**

<i>Price-Based Excise Tax Rate</i>	<b>\$0.100*</b>	<b>\$0.170</b>	<b>\$0.164</b>	<b>\$0.177</b>	<b>\$0.186</b>	
<b>Revenues (\$ in millions)</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Total</b>
Price-Based Excise Tax on Gas (Non-STIP)	\$1,111	\$1,269	\$1,298	\$1,332	\$1,368	<b>\$6,378</b>
Price-Based Excise Tax on Gas (STIP)	\$149	\$563	\$506	\$581	\$626	<b>\$2,425</b>

**D - Projection Based on EIA Publication**

<i>Price-Based Excise Tax Rate</i>	<b>\$0.100*</b>	<b>\$0.147</b>	<b>\$0.147</b>	<b>\$0.148</b>	<b>\$0.150</b>	
<b>Revenues (\$ in millions)</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Total</b>
Price-Based Excise Tax on Gas (Non-STIP)	\$1,111	\$1,230	\$1,269	\$1,283	\$1,307	<b>\$6,201</b>
Price-Based Excise Tax on Gas (STIP)	\$149	\$420	\$401	\$401	\$403	<b>\$1,774</b>

\*Rate Based on Department of Finance Projection (rounded to nearest cent)

Council Meeting: 01/20/2016  
Item: Public Comment  
Distributed by Christopher Sutton

**HAYWARD BYPASS EXCESS LAND TRANSFER**  
**TO CITY OF HAYWARD**

INFORMATION ON THIS ITEM  
WILL BE PROVIDED AT THE JANUARY 20-21, 2016  
CALIFORNIA TRANSPORTATION COMMISSION MEETING

**CALIFORNIA TRANSPORTATION COMMISSION  
2016 SOUTHERN STIP HEARING SCHEDULE**

**Tuesday, January 26 – 10:00 a.m.**  
Los Angeles County Metropolitan Transportation Authority  
Board Room  
One Gateway Plaza  
Los Angeles, CA

<b>TIME</b>	<b>COUNTY</b>	<b>PRESENTER</b>
10:00 am	<b>Overview of 2016 STIP Development</b>	Laurel Janssen, CTC Deputy Director
10:15 am	<b>Proposed 2016 Interregional Transportation Improvement Program (ITIP)</b>	Bruce DeTerra, Division Chief, Division of Transportation Programming, Caltrans
<b>NOTE: CTC staff will give a short overview of each County prior to their testimony</b>		
10:30 am	<b>Los Angeles</b> – Los Angeles County Metropolitan Transportation Authority (LACMTA)	Phillip Washington, Chief Executive Officer
10:50 am	<b>Orange</b> – Orange County Transportation Authority (OCTA)	Darrell Johnson, Chief Executive Officer
11:05 am	<b>Tulare</b> – Tulare County Association of Governments (TCAG)	Ted Smalley, Executive Director
11:10 am	<b>San Diego</b> – San Diego Association of Governments (SANDAG)	Gary Gallegos, Executive Director
11:20 am	<b>Riverside</b> – Riverside County Transportation Commission (RCTC)	Shirley Medina, Programming & Planning Manager
11:25 am	<b>Ventura</b> – Ventura County Transportation Commission (VCTC)	Darren Kettle, Executive Director
11:30 am	<b>Kern</b> – Kern Council of Governments (KCOG)	Joe Stramaglia, Senior Planner
11:35 am	<b>San Bernardino</b> – San Bernardino Associated Governments (SANBAG)	Andrea Zureick, Director of Fund Administration and Programming
11:40 am	<b>Mono</b> – Mono County Local Transportation Commission (Mono LTC)	Gerry Le Francois, Principal Planner
11:45 am	<b>Additional or Public Comments</b>	

# 2015 SUMMARY OF STIP COUNTY SHARE PROPOSALS

Does Not Include ITIP Interregional Share Funding (See Separate Listing)  
(\$1,000's)

Agency		Rte	PPNO	Project	Ext	Del.	Voted	Total	Project Totals by Fiscal Year					Project Totals by Component							
									16-17	17-18	18-19	19-20	20-21	R/W	Const	E & P	PS&E	R/W sup	Con Sup		
<b>Highway Projects:</b>																					
LACMTA			9001	Planning, programming, and monitoring			Dec-14	3,098	3,098	0	0	0	0	0	0	3,098	0	0	0	0	0
Caltrans	10	310B	HOV lanes, Citrus St-Route 57 (rpt R/W in May 16)				May-15	47,059	47,059	0	0	0	0	0	8,000	0	0	19,844	1,500	17,715	0
Caltrans	5	2808	Widen,HOV Ora Co-Rt 605 Seg2(RIP,TCRP,SHOPP)(ext 6-14)				Jun-15	226,749	226,749	0	0	0	0	0	200,510	0	0	1,440	5,109	19,690	0
Caltrans	5	2808C	Widening, Florence-Eastern		Jun-15			432	432	0	0	0	0	0	0	0	0	432	0	0	0
Caltrans	5	2808D	RT 710 interchange reconstruction					400	400	0	0	0	0	0	0	0	0	400	0	0	0
Caltrans	5	4156	Widen, HOV, Orange Co-Rt 605 Seg 5 (RIP)(CMAA)(12S-48)					42,165	42,165	0	0	0	0	0	36,452	0	0	5,586	127	0	0
Caltrans	71	2741	Convert to 6-lane fwy, RT 10-RT 60					1,592	1,592	0	0	0	0	0	0	0	0	1,592	0	0	0
Caltrans	138	393F	RT 14-50th St, new expwy, R/W					13,935	13,935	0	0	0	0	0	13,935	0	0	0	0	0	0
Caltrans	138	4356	Widening Segment 9, 126th St E - Longview Rd					12,600	12,600	0	0	0	0	0	2,900	7,800	0	0	0	1,900	0
Caltrans	138	4357	Widening Segment 6, 87th St E-96th St E (14S-07)					18,200	4,500	0	0	0	0	0	4,500	10,700	0	0	0	3,000	0
Caltrans	138	4357	Widening Segment 13, 190th St E - RT 18 (14S-07)					51,400	9,500	0	0	0	0	0	9,500	35,400	0	0	0	6,500	0
Caltrans	710	2215	Gap closure, RT 10-RT 210					5,000	5,000	0	0	0	0	0	0	0	0	5,000	0	0	0
Caltrans	710	3512	Early Action Projects in Long Beach					5,000	5,000	0	0	0	0	0	0	0	0	5,000	0	0	0
Caltrans	710	219M	South Pasadena, RT 10-RT 210, freeway					3,803	3,803	0	0	0	0	0	3,803	0	0	0	0	0	0
LACMTA			9001	Planning, programming, and monitoring				18,846	3,098	4,995	4,617	0	0	0	0	18,846	0	0	0	0	0
			<b>Subtotal, Highway Projects</b>					450,279	378,931	61,736	4,995	4,617	0	0	279,600	75,844	12,424	26,870	6,736	48,805	0
<b>Rail and Transit Projects:</b>																					
LACMTA	rail	4025	Light rail vehicles (78 plus 39 w/option)				Mar-15	75,431	75,431	0	0	0	0	0	0	75,431	0	0	0	0	0
LACMTA	rail	4025	Light rail vehicles (78 plus 39 w/option)				Jun-15	27,000	0	27,000	0	0	0	0	0	27,000	0	0	0	0	0
LACMTA	cash	4027A	AB 3090 reimbursement (12S-015) fr 17-18 to 19-20					34,400	0	0	50,000	52,400	0	0	102,400	0	0	0	0	0	0
			<b>Subtotal, Rail &amp; Transit Projects</b>					239,231	75,431	27,000	56,880	79,920	0	0	239,231	0	0	0	0	0	0
			<b>Total Programmed or Voted since July 1, 2014</b>					689,510													
<b>PROPOSED 2016 PROGRAMMING CHANGES</b>																					
<b>Highway Project Proposals:</b>																					
Caltrans	138	393F	RT 14-50th St, new expwy, R/W				DELETE	-13,935	-13,935	0	0	0	0	0	-13,935	0	0	0	0	0	0
Caltrans	138	4357	Widening Segment 13, 190th St E - RT 18 (14S-07)				incr	65,159	9,500	0	0	0	0	55,659	9,500	-35,400	0	0	0	0	-6,500
Caltrans	138	4357	Widening Segment 13, 190th St E - RT 18 (14S-07)					-176	-13,935	-41,900	0	0	0	55,659	-13,935	12,759	0	0	0	0	1,000
			<b>Subtotal, Highway Proposals</b>					-102,400	0	-50,000	-52,400	0	0	0	-102,400	0	0	0	0	0	0
<b>Rail and Transit Project Proposals:</b>																					
LACMTA	rail	4025	Light rail vehicles (78 plus 39 w/option)					102,300	0	21,700	26,200	26,700	27,700	0	102,300	0	0	0	0	0	0
LACMTA	cash	4027A	AB 3090 reimbursement (12S-015) fr 17-18 to 19-20					-34,400	0	-6,880	-27,520	0	0	0	-34,400	0	0	0	0	0	0
LACMTA	cash	4027A	AB 3090 reimbursement (12S-015)					34,400	0	6,880	17,200	10,320	0	0	34,400	0	0	0	0	0	0
			<b>Subtotal, Rail and Transit Proposals</b>					-100	0	-28,300	-36,520	37,020	27,700	0	-100	0	0	0	0	0	0
			<b>Total Proposed 2016 STIP Programming</b>					-276													

## **ESTIMATED TIMED AGENDA**

**CALIFORNIA TRANSPORTATION COMMISSION**  
<http://www.catc.ca.gov>  
**January 20-21, 2016**  
**Sacramento, California**

**Council Meeting: 01/20/2016**  
**Item: Public Comment**  
**Distributed by Christopher Sutton**

### **Wednesday, January 20, 2016**

**1:00PM**                    **Commission Meeting**  
                                 **Lincoln Plaza**  
                                 **Auditorium**  
                                 **400 P Street**  
                                 **Sacramento, CA**

**5:30PM**                    **WTS Annual Awards and Scholarship Dinner**  
                                 **Sheraton Grand Sacramento**  
                                 **Ballroom**  
                                 **1230 J Street**  
                                 **Sacramento, CA**

### **Thursday, January 21, 2016**

**9:00AM**                    **Commission Meeting**  
                                 **Lincoln Plaza**  
                                 **Auditorium**  
                                 **400 P Street**  
                                 **Sacramento, CA**

To view the live webcast of this meeting, please visit: <http://ctc.dot.ca.gov/webcast>

NOTICE: Times identified on the following agenda are estimates only. The Commission has the discretion to take up agenda items out of sequence and on either day of the two-day meeting, except for those agenda items bearing the notation "TIMED ITEM." TIMED ITEMS which may not be heard prior to the time scheduled but may be heard at, or any time after the time scheduled. The Commission may adjourn earlier than estimated on either day.

A copy of this meeting notice and agenda will be posted 10 days prior to the meeting and related back items will be posted 5 days prior to the meeting on the California Transportation Commission Website: [www.catc.ca.gov](http://www.catc.ca.gov)

Questions or inquiries about this meeting may be directed to the Commission staff at (916) 654-4245, 1120 N Street (MS-52), Sacramento, CA 95814. If any special accommodations are needed for persons with disabilities, please contact Doug Remedios at (916) 654-4245. Requests for special accommodations should be made as soon as possible but at least five days prior to the scheduled meeting.

Persons attending the meeting who wish to address the California Transportation Commission on a subject to be considered at this meeting are asked to complete a Speaker Request Card and give it to the Executive Assistant prior to the discussion of the item. If you would like to present handouts/written material to the California Transportation Commission at the meeting, please provide a minimum of 25 copies labeled with the agenda item number.

\* "A" denotes an "Action" item; "I" denotes an "Information" item; "C" denotes a "Commission" item; "D" denotes a "Department" item; "F" denotes a "U.S. Department of Transportation" item; "R" denotes a Regional or other Agency item; and "T" denotes a California Transportation Agency (CalSTA) item.

**FREQUENTLY USED TERMS:** California Transportation Commission (Commission or CTC), California Department of Transportation (Department or Caltrans), Regional Improvement Program (RIP), Interregional Improvement Program (IIP), State Transportation Improvement Program (STIP), State Highway Operation and Protection Program (SHOPP), Traffic Congestion Relief Program (TCRP), Public Transportation Account (PTA), Clean Air and Transportation Improvement Act of 1990 (Proposition 116), High Speed Passenger Train Bond Program (Proposition 1A), Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B), Corridor Mobility Improvement Account (CMIA), State Route 99 Bond Program (RTE or SR 99), Local Bridge Seismic Retrofit Account (LBSRA), Trade Corridors Improvement Fund (TCIF), Highway-Railroad Crossing Safety Account (HRCSA), State-Local Partnership Program (SLPP), Traffic Light Synchronization Program (TLSP), Letter of No Prejudice (LONP), Environmental Phase (PA&ED), Design Phase (PS&E), Right of Way (ROW), Fiscal Year (FY), Active Transportation Program (ATP), Intercity Rail (ICR).

**NEXT REGULARLY SCHEDULED CTC MEETING (Subject to Change):**  
**CTC Meeting – March 16-17, 2016 in Irvine, CA**

Tab #	Item Description	Ref. #	Presenter	Status*
<b>GENERAL BUSINESS</b>				
1	Roll Call	1.1	Lucy Dunn	I C
2	Election of Commission Chair and Vice-Chair	1.2	Lucy Dunn	A C
3	Approval of Minutes for December 9-10, 2015	1.2	Lucy Dunn	A C
4	Commissioners' Meetings for Compensation	1.5	Lucy Dunn	A C
<b>REPORTS</b>				
5	Executive Director's Report	1.3	Will Kempton	A C
6	Commission Reports	1.4	Lucy Dunn	A C
7	CalSTA Secretary and/or Undersecretary	1.6	Brian Kelly	I T
8	Caltrans' Director and/or Deputy Director	1.7	Malcolm Dougherty	I D
9	FHWA California Division Administrator	1.11	Vincent Mammano	I F
10	Regional Agencies Moderator	1.8	Sarkes Khachek	I R
11	Rural Counties Task Force Chair	1.9	Jerry Barton	I R
12	Self-Help Counties Coalition Chair	1.10	Dianne Steinhauer	I R
<b>POLICY MATTERS</b>				
13	Innovations in Transportation • California Fuel Cell Partnership	4.20	Garth Hopkins Chris White	I C
14	Consideration of State and Federal Legislative Matters	4.1	Eric Thronson	A C
15	Update on the Road Charge Technical Advisory Committee and Pilot Program	4.3	Mitch Weiss	I C
16	Update on the Public Forums on Transportation	4.4	Garth Hopkins	I C
17	Update on the Budget and Allocation Capacity	4.2	Laurel Janssen Steven Keck	I D
18	Approval of the Revised 2016 STIP Fund Estimate Assumptions for the Price Based Excise Tax Rate	4.17	Laurel Janssen Steven Keck	A D
19	Approval of the Amended 2016 STIP Fund Estimate	4.18	Laurel Janssen Steven Keck	A D
20	Approval of the 2016 STIP Schedule Revision	4.6	Laurel Janssen	A C
21	Approval of the Revised 2016 Aeronautics Account Fund Estimate	4.16	Stephen Maller Steven Keck	A D
22	Overview of the State Highway Operation Protection Program (SHOPP) and Draft of the 2016 SHOPP	4.10	Stephen Maller Bruce De Terra	I D
23	Approval of Amendments to Resolution G-12	4.19	Stephen Maller Rick Guevel	A C
24	Consideration of Draft Toll Facility Guidelines (AB 194)	4.9	Eric Thronson	I C
25	Report on the Traffic Congestion Relief Program (TCRP)	4.15	Laurel Janssen Bruce De Terra Stephen Maller	I D
<b>INFORMATION CALENDAR</b>				
26	<b>Informational Reports on Allocations Under Delegated Authority</b> -- Emergency G-11 Allocations (2.5f.(1)): \$10,400,000 for 12 projects -- SHOPP Safety Lump Sum Sub-Allocations (2.5f.(3)): \$13,110,000 for five projects -- Minor G-05-05 Allocations (2.5f.(4)): \$600,000 for one project	2.5f.		I D
<b>Monthly Reports on the Status of Contract Award for:</b>				
27	State Highway Projects, per Resolution G-06-08	3.2a		I D
28	Local Assistance STIP Projects, per Resolution G-13-07	3.2b		I D
29	Local Assistance ATP Project, per Resolution G-15-04	3.2c		I D
30	Local and Regional Agency Notices of Intent to Expend Funds on Programmed STIP Projects Prior to Allocation	3.4		I C
<b>Quarterly Reports – First Quarter FY 2015-16</b>				
31	Caltrans Rail Operations	3.7		I D

Tab #	Item Description	Ref. #	Presenter	Status*
<b>CONSENT CALENDAR</b>			Stephen Maller	
32	<u>TCRP Amendments for Approval:</u> Amend TCRP Project 1.1 (BART to San Jose; extend from Fremont to Warm Springs) to reprogram and reallocate \$1,832,000 from Right of Way to construction and update the project funding plan.	2 1a (4y) 2 6e		A D
33	<u>Approval of Projects for Future Consideration of Funding:</u> 05-SB-1, PM 15.6 Salsipuedes Creek Bridge Scour Mitigation Project (MND) (PPNO 1501) (SHOPP)	2 2c (1)		A D
34	<u>Approval of Project for Future Consideration of Funding:</u> 03 – El Dorado County Oak Parkway Trail Undercrossing Project (MND) (PPNO 1683) (ATP) <i>(Related Item under Tab 72.)</i>	2 2c (2)		A C
35	<u>Approval of Project for Future Consideration of Funding:</u> 02 – Siskiyou County Guys Gulch Bridge Replacement Project (MND) (PPNO 2506) (HSIP) (STIP)	2 2c (3)		A C
36	<u>Approval of Project for Future Consideration of Funding:</u> 02 – Siskiyou County Schulmeyer Gulch Bridge Replacement Project (MND) (PPNO 2474) (HPB) (STIP)	2 2c (4)		A C
37	<u>Approval of Project for Future Consideration of Funding:</u> 05 – Santa Cruz County Rail Trail – Lee Road Project Construct a multi-use paved path, retaining wall, fence, relocate drainage structure, relocate railroad building and install pedestrian crossing on two streets (FEIR) (PPNO 2552) (STIP)	2 2c (7)		A C
38	<u>Approval of Project for Future Consideration of Funding:</u> 05 – Monterey County Monterey-Salinas Transit Monterey Bay Operations and Maintenance Facility Renovation and Expansion Project (MND) (TIRCP)	2 2c (8)		A C
39	<u>One Relinquishment Resolution:</u> --06-Fre-180-PM 72 34/73 84 Right of way along Route 180 between Quality Avenue and Smith Avenue, in the county of Fresno.	2 3c		A D
40	<u>22 Resolutions of Necessity:</u> Resolutions C-21401 through C-21422	2 4b		A D
41	<u>Director's Deeds:</u> Items 1 through 12 Excess Lands - Return to State: \$7,991,150 Return to Others: \$0	2 4d (1)		A D
42	<u>Reduction to TCIF Construction Allocations for:</u> • TCIF Project 75 (South Line Mainline – Phase 2 [PPNO 2102]) • TCIF Project 104 (SR 905/SR 125 Northbound Connectors [PPNO 1101])	2 5g (5a) 2 5g (5b)		A D
43	<u>Aeronautics Program Amendment for Approval:</u> Aeronautics - Acquisition and Development (A&D) Program Amendment	4 14		A D
<b>END OF CONSENT CALENDAR</b>				



Tab #	Item Description	Ref. #	Presenter	Status*	
<b>ENVIRONMENTAL MATTERS</b>					
44	<u>Approval of Project for Future Consideration of Funding</u> , 03 – Placer County Downtown Roseville Cass I Trail Project Construction of Class 1 Trail, relocation of the Ice House Bridge and construction of the Taylor Street Bridge (FEIR) (PPNO 25469) (ATP) <i>(Related Item under Tab 72.)</i>	2 2c (6)	Jose Oseguera	A	C
<b>PROGRAM UPDATES</b>					
<b>Active Transportation Program (ATP) Updates</b>					
45	Adoption of the 2015 Active Transportation Program, Metropolitan Planning Organization Component - 8 of 9 Large MPOs	4 11	Laurie Waters	A	C
46	Adoption of the 2015 Active Transportation Program, Metropolitan Planning Organization Component - Southern California Association of Governments	4 23	Laurie Waters	A	C
47	Presentation on the Draft 2017 Active Transportation Program Guidelines	4 21	Laurie Waters	I	C
<b>Proposition 1B Program Amendments for Approval</b>					
48	<u>Trade Corridors Improvement Fund Program Amendment</u> , Add Project 117 – Avenue 66/Union Pacific Railroad Grade Separation Bypass Project in Riverside County, Project 118 – San Elijo Lagoon Double Track Project in San Diego County and Project 119 – Navy Drive Widening Project in San Joaquin County.	4 12	Dawn Cheser	A	C
49	<u>Trade Corridors Improvement Fund Baseline Agreement</u> , Approve the Baseline Agreement for Project 118 – San Elijo Lagoon Double Track Project in San Diego County.	4 13	Dawn Cheser	A	C
<b>Airspace Leases</b>					
50	Request to Directly Negotiate with Basin Street Properties	2 4c	Stephen Maller Jennifer S. Lowden	A	D
<b>Director's Deed</b>					
51	Request to Directly Negotiate a Direct Sale to Valley Oaks Partners, LLC	2 4d (2)	Stephen Maller Jennifer S. Lowden	A	D
<b>Other Right of Way Matters</b>					
52	Hayward Bypass Excess Land Transfer to City of Hayward	2 4b	Stephen Maller Jennifer S. Lowden	A	D
<b>Transit &amp; Intercity Rail Capital Program (TIRCP) Updates</b>					
53	TIRCP Guidelines	4 22	Eric Thronson Chad Edison	A	T
<b>Quarterly Reports – First Quarter FY 2015-16</b>					
54	Project Delivery	3 8	Stephen Maller Jim Davis	I	D
55	Proposition 1B --Corridor Mobility Improvement Account (3 9a) --Route 99 Corridor (3 9b) --Local Bridge Seismic Retrofit Program (3 9c) --State-Local Partnership Program (3 9d) --Traffic Light Synchronization Program (3 9e) --Highway-Rail Crossing Safety Account (3 9f) --Intercity Rail Improvement Program (3 9g) --Trade Corridor Improvement Fund (3 9h)	3 9	Stephen Maller Bruce De Terra	I	D
<b>STIP Program Updates</b>					
56	Update on the 2015-16 STIP Allocation Priorities Project List	4 5	Laurel Janssen	I	C
57	2015-16 STIP Delivered List – Allocations Requested but not yet Approved	4 7	Laurel Janssen	A	C



Tab #	Item Description	Ref. #	Presenter	Status*
<b>ALLOCATIONS</b>				
<b>SHOPP Program Amendments for Approval:</b>				
58	Request to: --Add 10 new projects into the 2014 SHOPP --Revise 42 projects currently programmed in the 2014 SHOPP	2.1a (1)	Stephen Maller Bruce De Terra	A D
<b>Supplemental Fund Allocations</b>				
59	Request of \$285,000 in additional funds to award the construction contract for the Pavement Rehabilitation SHOPP Minor A (EA 4E800) project in Siskiyou County. This results in an increase of 28.5 percent over the current allocation.	2.5e (1)	Stephen Maller Dave Moore	A D
60	Request of \$1,271,000 in additional funds to award the construction contract for the Pavement Rehabilitation SHOPP (PPNO 0135T) project on Route 580 in Alameda County. This results in an increase of 45.3 percent over the current allocation.	2.5e (2)	Stephen Maller Bijan Sartipi	A D
61	Request of \$5,500,000 in additional funds to complete construction for the Bouldin Island SHOPP project (PPNO 7352) in San Joaquin County. This results in an increase of 16.9 percent over the current allocation.	2.5e (3)	Stephen Maller Dennis Agar	A D
62	Request of \$490,000 in additional funds to close-out the construction contract for the Proposition 1B Chico Auxiliary Lane project (PPNO 2410B) in Butte County. This results in an increase of 1.8 percent over the current allocation.	2.5e (4)	Stephen Maller Amarjeet Benipal	A D
63	Request of \$1,800,000 in additional funds to close-out the construction contract for the Proposition 1B East Sonora Bypass project (PPNO 0021B) in Tuolumne County. This results in an increase of 6.7 percent over the current allocation.	2.5e (5)	Stephen Maller Dennis Agar	A D
<b>Minor Program Allocations</b>				
64	Request of \$2,594,000 for four Minor projects	2.5a	Stephen Maller Bruce De Terra	A D
<b>SHOPP Allocations</b>				
65	Request of \$45,860,000 for 17 SHOPP projects as follows: 2.5b (1a) --\$45,860,000 for 17 SHOPP projects	2.5b (1)	Stephen Maller Bruce De Terra	A D
<b>STIP Allocations</b>				
66	Request of \$175,000 for the locally administered STIP West Minaret Road Sidewalk & Safety (PPNO 2601) project, in Mono County.	2.5c (2)	Laurel Janssen Bruce De Terra	A D
67	Request of \$1,711,000 for eight locally administered STIP projects, off the State Highway System 2.5c (3a) - \$1,611,000 for seven STIP projects 2.5c (3b) - \$ 100,000 for one STIP Planning, Programming, and Monitoring project.	2.5c (3)	Laurel Janssen Bruce De Terra	A D
<b>Federal Transportation Funds – Border Infrastructure Program (BIP)</b>				
68	Request of \$26,445,000 in federal BIP funds for two State and one locally administered projects.	2.5c (4)	Laurel Janssen Bruce De Terra	A D
<b>Multi-Funded Proposition 1B STIP/STIP-RIP Project Allocation</b>				
69	Request of \$59,486,000 for the State administered multi-funded Proposition 1B STIP/STIP-RIP Casitas Pass & Linden Avenue Interchanges (PPNO 0482) project, in Santa Barbara County.	2.5g (3)	Laurel Janssen Bruce De Terra	A D
<b>Proposition 1B Intercity Rail Project Allocation</b>				
70	Request of \$30,500,000 for the locally administered Proposition 1B Intercity Rail - Van Nuys North Platform (PPNO 2113) project, in Los Angeles County.	2.5g (6)	Laurel Janssen Bruce Roberts	A D

Tab #	Item Description	Ref. #	Presenter	Status*
<b>Transit &amp; Intercity Rail Capital Program (TIRCP) Project Allocations</b>				
71	Requesting of \$713,000 for the locally administered Transit and Intercity Rail Capital Program San Diego Transit System Trolley Capacity Improvements (PPNO CP008) project, in San Diego County	2.5g	Laurel Janssen Bruce Roberts	A D
<b>Active Transportation Program (ATP) Project Allocations</b>				
72	Request of \$8,929,000 for 20 Active Transportation Program projects <i>(Related Items under Tabs 34 &amp; 44)</i>	2.5w(1)	Laurie Waters Rihui Zhang	A D
<b>Advance Active Transportation Program (ATP) Project Allocations</b>				
73	Advance request of \$120,000 for the locally administered Active Transportation Program North 12 <sup>th</sup> Complete Street (PPNO 1685) project, programmed in FY 2016-17, in Sacramento County	2.5w(2)	Laurie Waters Rihui Zhang	A D
<b>TIME EXTENSION REQUESTS</b>				
<b>Contract Award Time Extension</b>				
74	Request to extend the period of contract award for seven SHOPP projects, per Resolution G-06-08	2.8b(1)	Laurie Waters Bruce De Terra	A D
75	Request to extend the period of contract award for two Active Transportation Program projects, per ATP Guidelines	2.8b(2)	Laurie Waters Rihui Zhang	A D
76	Request to extend the period of contract award for the locally administered Ed Powers Bike Lane STIP project (PPNO 2598) in Inyo County, per STIP Guidelines	2.8b(3)	Laurie Waters Rihui Zhang	A D
<b>Project Completion Time Extension</b>				
77	Request to extend the period of project completion for one locally administered Reconstruct I-5/ Cosumnes River Boulevard Interchange STIP project in Sacramento County, per Resolution G-06-08	2.8c(1)	Laurie Waters Bruce De Terra	A D
78	Post fact request to extend the period of project completion for the locally administered Kennedy Tailing Wheels Park Building STIP project (PPNO 0015A) in Amador County, per STIP guidelines	2.8c(2)	Laurie Waters Rihui Zhang	A D
<b>OTHER MATTERS / PUBLIC COMMENT</b>				
<b>ADJOURN</b>				

<b>Highway Financial Matters</b>	
\$ 48,454,000	Total SHOPP/Minor Requested for Allocation
\$ 1,886,000	Total STIP Requested for Allocation
\$ 26,445,000	Total in Federal Border Infrastructure Program (BIP) Requested for Allocation
\$ 8,929,000	Total in Active Transportation Program (ATP) Requested for Allocation
\$ 120,000	Total in Advance FY 2016-17 Active Transportation Program (ATP) Requested for Allocation
\$ 89,986,000	Total Proposition 1B Bond Requested for Allocation
\$ 9,346,000	Total Supplemental Funds Requested for Allocation
\$ 185,166,000	Sub-Total Project Funds Requested for Allocation
\$ 24,110,000	Delegated Allocations
\$ 209,276,000	Total Value
Total Jobs Created: 3,762(includes Direct, Indirect, and Induced)	
(\$ 4,343,000) Total Proposition 1B Bond De-Allocations Requested	
<b>Mass Transportation Financial Matters</b>	
\$ 713,000	Total Transit and Intercity Rail Capital Program (TIRCP) Requested for Allocation
\$ 713,000	Total State Allocations

List of Projects Going Forward for CTC Allocation  
January 2016 CTC Meeting

Proj No	District	County	Route	PPNO	EA	Project Description	Allocation Amount
<b>2.5a</b>							<b>Resolution FP-15-22</b>
1	03	ED	49		2F400	Near Racerville at 2.5 miles south of Junction Route 153 Installation of drainage inlets and drainage pipe along with paved gutters.	\$334,000
2	03	Sac	VAR		2F540	In Sacramento County, at various locations along Routes 5 and 80 Upgrade the existing freeway lighting to current standards to improve visibility at on and off ramp decision points	\$801,000
3	06	Fre	99		0S430	In Fresno, at the Caltrans District Office located on 1352 W Olive Avenue, Fresno, CA 93728 Rehabilitate parking lot Pavement within the existing carports will be removed and replaced with concrete, existing planters and trees will be removed, and the parking lot will be graded to drain into concrete valley gutters	\$912,000
4	08	Sbd	330		1E990	In San Bernardino County, at various locations on Route 330 Installation of Midwest Guardrail System to reduce the number of run-off-road collisions.	\$547,000
4 Projects							Total \$2,594,000
<b>2.5b (1) SHOPP Projects</b>							<b>Resolution FP-15-23</b>
1	01	DN	101	1098	0C241	Near Crescent City, at 1.2 miles north of Rudvall Road Permanently restore 2011 storm damage dip-out by stabilizing embankment with a new 350 foot long soldier-pile retaining wall to support the roadway and a new eight foot shoulder in the southbound direction.	\$2,775,000
2	01	DN	101	1077	0E270	Near Crescent City, at 1.2 miles north of Rudvall Road. Permanently restore 2011 storm damage dip-outs at two locations by stabilizing embankments with a new retaining wall and extending an existing soldier-pile wall, reconstructing the roadway and re-establishing drainage.	\$1,744,000
3	01	DN	101	1065	0A100	In Del Norte County, on Route 101 at Railroad Avenue Overcrossing No. 01-0063, Smith River Overflow Bridge No. 01-0046, Rowdy Creek Bridge No. 01-0023, also on Route 199, at Route 199/101 Connector Overcrossing No. 01-0058F. Install seismic retrofit measures on four bridges to maintain bridge structural integrity	\$1,650,000
4	01	HUM	96	2329	0A990	Near Willow Creek, from 6.2 miles east of Willow Creek to 2.6 miles west of Tish-Tang Campground Widen shoulders install rumble strips and realign roadway to reduce the number and severity of collisions.	\$3,084,000
5	02	PLU	147	3472	4E840	Near Canyon Dam, from 0.1 mile south to 0.4 mile north of Hamilton Branch Bridge No. 09-0065. Replace bridge on same alignment.	\$6,610,000
6	03	BUT	32	2108	1F990	In Chico, from Poplar Street to Route 99/32 Separation. Upgrade 81 pedestrian facilities to make compliant with the Americans with Disabilities Act (ADA)	\$1,796,000
7	03	SAC	Var	5639	3F830	In various counties on various routes at various locations. Upgrade existing closed caption television (CCTV) cameras that have exceeded their useful life at 125 locations across nine counties. This project will enhance video quality under all light conditions and increase reliable and accurate traveler information.	\$3,720,000
8	04	NAP	128	0522R	2G940	Near Rutherford, at 1.1 miles west of Knoxville Road Permanent restoration of storm damaged roadway by constructing 100 foot steel soldier pile and timber lagging retaining wall, removing and replacing drainage system, installing lined ditch, repairing and resurfacing roadway pavement, and replanting trees and other plantings	\$1,458,000

# TAB 1

## PUBLIC DISTRIBUTION

CALIFORNIA TRANSPORTATION COMMISSION  
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Sacramento, CA 95814  
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Orange County Business Council  
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California Alliance for Jobs  
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Mr. James Madaffer  
Madaffer Enterprises, Inc.  
1620 5<sup>th</sup> Avenue, Suite 400  
San Diego, CA 92101

### Officio Members

The Honorable Jim Beall  
Member of the Senate  
State Capitol, Room 2068  
Sacramento, CA 95814

The Honorable Jim Frazier  
Member of the Assembly  
State Capitol, Room 3091  
Sacramento, CA 94814

### Executive Director

Mr. Will Kempton  
1120 N Street, Room 2233 (MS-52)  
Sacramento, CA 95814  
(916) 654-4245 FAX: (916) 653-2134

**Tab 2**

1.12

ELECTION OF COMMISSION CHAIR AND VICE CHAIR

A VERBAL PRESENTATION ON THIS ITEM  
WILL BE MADE AT THE CALIFORNIA  
TRANSPORTATION COMMISSION MEETING.



November 1, 2015

Mr. Will Kempton, Executive Director  
California Transportation Commission  
1120 N Street Room 2221 (MS-52)  
Sacramento, CA 95814

Attention: Laurie Waters

**Subject: Fresno Council of Governments Regional Competitive Active Transportation Program of Projects**

Ms. Waters:

SB 99 created the ATP focusing state and federal funds toward projects that improve public health and reduce greenhouse gas emissions. Project categories for these funds mainly include pedestrian and bike facilities or programs that enhance or encourage walking and bicycling.

The California Transportation Commission approved the Fresno Council of Governments (Fresno COG) Cycle 2 Regional Competitive Active Transportation Program (ATP) Guidelines on June 24, 2015. The Regional Competitive ATP Call for Projects was released on June 26, 2015 and closed on August 7, 2015. Twenty-three projects were submitted to Fresno COG, twelve of which are being recommended for funding for a total of \$3.9 million. The Fresno COG Policy Board approved the recommended project list for the Fresno COG Regional Competitive ATP on October 22, 2015.

In administering a competitive selection process, Fresno COG is recommending twelve projects for programming that represent a broad spectrum of benefits to bicyclists and pedestrians. One of the twelve projects recommended for funding is a plan that will enhance walking or bicycling by providing detail on future infrastructure projects and safety programs, while four of the projects are specific to providing Safe Routes to Schools for students walking and bicycling to school and will provide a safety element to decrease the high accident rates throughout the Fresno County region. Of the eleven infrastructure projects on the recommended list, six are pedestrian specific such as sidewalks and ADA improvements, one will increase safety to pedestrians and cyclists with the installation of a traffic signal, and the other four represent a combination of bicycle and pedestrian improvements such as trail in areas that are disadvantaged. The ATP guidelines require that at least 25% of the funds be directed to benefit projects in disadvantaged communities; however, the Fresno County region is recommending a project list that will provide much more direct benefit to disadvantaged communities. The Fresno COG Policy Board is recommending a program of funds that directs 85% of the

- City of Clovis
- City of Coalinga
- City of Fresno
- City of Hanford
- City of Merced
- City of Madera
- City of Modesto
- City of Orange Cove
- City of Parlier
- City of Reedley
- City of Shafter
- City of Sutter
- City of Yuba
- County of Fresno



## **Second Reading and Adoption of an Ordinance Regulating the Cultivation of Medical**

### **Marijuana**

#### Recommendation

Adopt an Ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, amending Section 36.350.240 (Medical Marijuana Dispensaries) of Article III (Site Planning and General Development Standards) of Chapter 36 (zoning) by adding a new definition of 'cultivation of marijuana' and adding a citywide prohibition of the cultivation of marijuana."

#### **These are my questions**

Are you trying to restrict Medical Marijuana patients from cultivating on their own properties?

Are you trying to restrict patients from having home delivery, since there are no dispensaries in this community?

#### **Why are you receiving these packets?**

I hope, with this material, to provide you education you need before placing our community in the front of a speeding train called "legalization of the adult use of Marijuana" that will be on the 2016 ballot. From all that I see it will pass. The state of California has already put in place all manner of regulation on the cultivation, testing, processing and distribution.

You have not taken a pulse of the community regarding the use of cannabis. I found out from the So. Pas newspaper 2 weeks ago that you had already convened and decided on the matter. What are your plans for the citizens, many whom are seniors like myself, who are blindsided by your decision. Why was there no opportunity for citizen to address this?

Here is an excerpt from a recent LA Times article:

A typo in California's new medical cannabis law is spurring dozens of cities to ban farms and dispensaries, threatening patients' access to medicine and underscoring a deep cultural rift in the state.

Under the state's Medical Marijuana Regulation and Safety Act (MMRSA), passed in October, local governments have until March 1

CC: Council; CM; CA; CBCC; D Watkins; Reference Binder;  
Original to 1/20/16 ADDL DOES

Additional Material  
AGENDA ITEM # 11  
1/20/16 City Council Mtg.

to set their own rules on cannabis businesses. If they don't act, the state automatically becomes the sole licensing authority for those companies.

Facing a looming deadline — and afraid of losing local control — many officials say the easiest response is a ban.

There's just one thing: The deadline is a mistake. Literally. The law's authors have said so. The March 1 cutoff "was mistakenly included as a holdover from previous drafts of the bill," according to one author, Assemblyman Jim Wood, D-Healdsburg.

Last week Wood introduced an emergency measure to remove the deadline, and Gov. Jerry Brown has indicated he'll sign it. The measure is now making its way through the Senate. Despite Wood's assurance, the bans keep coming.

"In an abundance of caution, we have been advising our member cities to enact cultivation ordinances — in this case a ban — to make sure they preserve their regulatory authority whether the cleanup bill goes through or not," Tim Cromartie, legislative representative for the League of California Cities, told the Los Angeles Times. "A ban is the quickest and cleanest way."

But while it's convenient for cities, a ban may leave patients without a legal way to obtain medicine.

"That solution may or may not be simple for lawmakers," said Don Duncan, California director for Americans for Safe Access. "It is certainly not a simple solution for the patients who are affected by those bans, especially where those bans are commonplace."

**Please stop your attempt to make South Pasadena citizens criminals for using medicine prescribed by their doctors.**

I intend to be at the meeting tonight to have these questions answered.

Lothar Delgado, MA, Certified Clinical Thanatologist

# LAO

RECEIVED

DEC 22 2015

INITIATIVE COORDINATOR  
ATTORNEY GENERAL'S OFFICE

December 22, 2015

Hon. Kamala D. Harris  
Attorney General  
1300 I Street, 17<sup>th</sup> Floor  
Sacramento, California 95814

Attention: Ms. Ashley Johansson  
Initiative Coordinator

Dear Attorney General Harris:

Pursuant to Elections Code Section 9005, we have reviewed the proposed statutory initiative related to the cultivation, use, possession, and sale of marijuana (A.G. File No. 15-0103, Amendment #1).

## Background

**State Law and Proposition 215.** Under current state law, the possession, cultivation, or distribution of marijuana generally is illegal in California. Penalties for marijuana-related activities vary depending on the offense. For example, possession of less than one ounce of marijuana is an infraction punishable by a fine, while selling marijuana is a felony and may result in a jail or prison sentence.

In November 1996, voters approved Proposition 215, which made it legal under state law for individuals of any age to cultivate and possess marijuana in California for medical purposes only, specifically with a recommendation from a licensed physician. In 2003, the Legislature authorized the formation of medical marijuana cooperatives, which are nonprofit organizations of medical marijuana users that cultivate and distribute marijuana to their members through outlets known as dispensaries. State law also gives cities and counties the discretion to regulate the location and operation of such facilities. State and local governments currently collect sales tax on medical marijuana. A small number of cities also impose additional taxes on medical marijuana sales. We estimate that the total amount of state and local revenue collected statewide from the above taxes likely is in the high tens of millions of dollars annually.

In 2015, the Legislature passed and the Governor signed legislation to regulate the commercial medical marijuana industry, with a new Bureau of Medical Marijuana Regulation within the Department of Consumer Affairs as the lead enforcement agency. Under the legislation (effective January 2016), medical marijuana cooperatives will be phased out within a few years and replaced by state-licensed businesses. In particular, businesses cultivating marijuana will be licensed by the Department of Food and Agriculture (DFA); businesses testing marijuana products will be licensed by the Department of Public Health (DPH); and

businesses transporting, distributing, and retailing marijuana will be licensed by the bureau. Local governments will continue to have the authority to regulate the location and operation of such businesses. The legislation also requires the state to set standards for labelling, testing, and packaging medical marijuana products and to develop a system to track such products throughout the supply chain.

**Federal Law.** Federal laws classify marijuana as an illegal substance and provide criminal penalties for various activities relating to its use. These laws are enforced by federal agencies that may act independently or in cooperation with state and local law enforcement agencies. The U.S. Supreme Court ruled in 2005 that federal authorities could continue under federal law to prosecute California patients and providers engaged in the cultivation and use of marijuana for medical purposes. Despite having this authority, the current policy of the U.S. Department of Justice (DOJ) is not to prosecute marijuana users and businesses that act in compliance with state and local marijuana laws so long as those laws are written and enforced in a manner that upholds federal priorities. These priorities include ensuring that marijuana is not distributed to minors or diverted from states that have legalized marijuana to other states.

## **Proposal**

This measure changes state law to legalize the possession, cultivation, and sale of marijuana. Despite these changes to state law, activities related to the use of marijuana would continue to be prohibited under federal law.

**State Legalization of Marijuana-Related Activities.** Under the measure, individuals age 21 or over could legally possess, use, sell, transport, process, and cultivate marijuana under state law. However, certain marijuana-related activities would remain illegal. For example, it would remain unlawful for individuals to operate a motor vehicle while under the impairment of marijuana or provide marijuana to individuals under the age of 21.

**Regulation of Commercial Marijuana Activities.** This measure changes the name of the Bureau of Medical Marijuana Regulation to the Bureau of Marijuana Control and grants it additional regulatory authority. Specifically, under the measure, the bureau, as well as other state agencies (such as DPH and DFA), would have the authority to regulate the commercial cultivation, processing, distribution, and sales of marijuana for recreational purposes. This would be in addition to their existing authority to regulate medical marijuana. The division of regulatory responsibilities among these state agencies would be similar to that under the recent legislation related to medical marijuana. Individuals or organizations engaging in commercial cultivation, testing, processing, distribution, or sales of marijuana would be required to obtain a license from the appropriate state agency. For example, businesses cultivating marijuana would be required to obtain a license from DFA. The measure requires each licensing authority to charge license fees that cover their regulatory costs. Under the measure, the system for tracking medical marijuana products throughout the supply chain that must be developed under current law would be expanded to include marijuana cultivated and sold for recreational use. The

***Taxation of Commercial Marijuana Sales.*** The measure states that existing state and local sales taxes are to be applied to the sale of recreational marijuana products. In addition, the measure places an excise tax of 15 percent on the retail sale of marijuana products. The measure also places an excise tax on the cultivation of marijuana of \$9.25 per ounce of dried marijuana flowers and \$2.75 per ounce of dried marijuana leaves. However, the measure authorizes the state Board of Equalization to annually adjust the tax rate for leaves to reflect fluctuations in the relative price of marijuana flowers to marijuana leaves. The measure also allows the board to establish other categories of marijuana (such as frozen marijuana) for tax purposes and specifies that these categories would be taxed at their value relative to marijuana flowers. Beginning in 2020, the cultivation tax would be adjusted annually for inflation. The measure exempts from the sales and use tax marijuana sold for medical purposes provided the consumer possesses a valid government issued identification card certifying that they are using marijuana pursuant to a physician's recommendation.

Revenues collected from any marijuana excise tax, as well as certain fines imposed on businesses or individuals who violate regulations established under the measure, would be deposited in a new special fund, the California Marijuana Tax Fund. Monies deposited in the fund would first be used to reimburse certain state agencies, such as the bureau, for any costs of regulating the commercial marijuana industry not covered by license fees. After reimbursing state agencies for implementation costs, the measure would allocate a portion of the remaining revenues for the following purposes (in order of priority):

- \$10 million annually from 2018-19 through 2028-29 to public universities in California to research and evaluate the implementation of the measure.
- \$3 million annually from 2018-19 through 2022-23 to the California Highway Patrol (CHP) to establish and adopt protocols to determine whether a driver is operating a vehicle while impaired, including by marijuana.
- \$10 million in 2018-19, increasing by \$10 million annually until 2022-23, and \$50 million each year thereafter, to the Governor's Office of Business and Economic Development for a grant program to provide services (such as mental health and substance use treatment) in communities disproportionately affected by past federal and state drug policies.
- \$2 million annually to the University of California San Diego Center for Medicinal Cannabis Research to study the efficacy and adverse effects of the use of marijuana for medicinal purposes.

Any funds remaining after the above allocations would be annually allocated as follows: (1) 60 percent to the state Department of Health Care Services for substance use disorder education and prevention programs for youth; (2) 20 percent to the state Department of Fish and Wildlife (DFW) and the state Department of Parks and Recreation (DPR) for environmental programs designed to clean up and prevent environmental damage resulting from the illegal

on public health or safety resulting from the implementation of the measure. Under the measure, beginning July 2028, the Legislature could change the above allocations to further the purpose of the measure, subject to certain limitations (such as a requirement that any changes further the purpose of the measure).

The measure also requires that funding provided to DFW and DPR from the Marijuana Tax Fund not be used to replace other funds currently used by the departments for the purposes described above. As such, the measure requires that General Fund appropriations to DFW and DPR not be reduced below the levels provided in the *2014-15 Budget Act*.

***Local Regulation of Marijuana Businesses.*** Under the measure, cities and counties would continue to have the authority to regulate commercial marijuana businesses in their jurisdiction. For example, cities and counties could require marijuana businesses to obtain local licenses. In addition, cities and counties could set rules for such businesses (such as those related to hours of operation and minimum security levels) and establish restrictions on where they could be located. Cities and counties could also completely ban marijuana-related businesses in their jurisdiction. However, cities and counties could not ban (1) the transportation of marijuana through their jurisdictions or (2) the delivery of marijuana to individuals in their jurisdictions.

***Marijuana Cultivation and Possession for Personal Use.*** Under the measure, individuals over the age of 21 could lawfully (1) possess, process, transport, or give away to individuals over the age of 21, up to 28.5 grams of marijuana and up to eight grams of concentrated cannabis and (2) cultivate up to six living marijuana plants and possess the marijuana produced by the plants within a private residence. Cultivation of marijuana for personal use would only be allowed in a locked area on private property that is not visible from a public place. Under the measure, cities and counties could place “reasonable” restrictions on the cultivation of marijuana for personal use (such as by prohibiting outdoor cultivation) but could not prohibit cultivation within a fully enclosed and secure private residence.

***Authorization of Civil and Criminal Penalties.*** The measure changes existing state penalties related to the use, possession, transportation, cultivation, and sale of marijuana. For example, under current law possession of one ounce or less of marijuana by an individual under the age of 18 is an infraction punishable by a \$100 fine. Under the measure, such a crime would remain an infraction but would instead be punishable by a requirement to attend a drug education or counseling program and complete community service. In addition, it is currently a felony to sell any amount of marijuana for recreational purposes. Under the measure, it would be a crime punishable as an infraction, misdemeanor, or felony, depending on certain factors (such as the prior criminal history of the offender), for individuals over the age of 18 to sell marijuana without a valid license. In addition, individuals engaging in any commercial marijuana activity without a license would be subject to a civil penalty of up to three times the amount of the license fee for each violation.

***Individuals Previously Convicted of Marijuana Crimes.*** Under the measure, individuals currently serving a sentence for marijuana-related crimes that would not have been crimes or

resentenced. However, a court would not be required to resentence an offender if it determined that the offender was likely to commit certain specified severe crimes. Qualifying individuals would be resentenced to whatever punishment they would have received under the measure. Under the measure, resentenced offenders currently in jail or prison would be subject to community supervision for up to one year following their release. However, the measure allows courts to waive the community supervision requirement. In addition, individuals who have already completed their sentences for such crimes could apply to the courts to have their convictions reclassified. The measure also requires the destruction of arrest and conviction records for individuals previously arrested or convicted for certain marijuana-related offenses.

### **Fiscal Effects**

The provisions of this measure would affect both costs and revenues for state and local governments. The magnitude of these effects would depend upon (1) how, and to what extent, state and local governments choose to regulate and tax the commercial production and sale of marijuana, (2) future consumption by marijuana users, and (3) the extent to which the U.S. DOJ exercises its discretion to enforce federal prohibitions on marijuana activities otherwise permitted by this measure. Thus, the potential revenue and expenditure impacts of this measure described below are subject to considerable uncertainty.

***Reduction in Various Criminal Justice Costs.*** The measure would result in reduced costs to the state and local governments by reducing the number of marijuana offenders incarcerated in state prison and county jail, as well as the number placed under community supervision (such as county probation). In addition, the measure would result in a reduction in state and local costs for the enforcement of marijuana-related offenses and the handling of related criminal cases in the state court system. These savings could be partially offset in the first couple of years following the passage of the measure by costs (1) to the courts to process applications from individuals seeking to be resentenced or have their previous crimes reclassified, (2) to destroy records of arrest and conviction for certain marijuana-related crimes, and (3) to supervise offenders resentenced under the measure in the community. In addition, the savings could be partially offset by ongoing costs to operate drug education and counseling programs as required by the measure. In total, we estimate that the reduction in state and local criminal justice costs from the above changes could range from the tens of millions of dollars to potentially exceeding \$100 million annually. In many cases, however, these resources would likely be redirected to other law enforcement and court activities.

***Other Fiscal Effects on State and Local Programs.*** The measure could also have fiscal effects on various other state and local programs. For example, the measure could result in an increase in the consumption of marijuana, potentially resulting in an unknown increase in the number of individuals seeking publicly funded substance use treatment. However, any additional costs could be partially or entirely offset by additional funding that would be available for substance use treatment under the measure. This measure could also potentially reduce both the costs and offsetting revenues of the state's Medical Marijuana Program, a patient registry that

result in costs for the state to regulate the commercial production and sale of marijuana. These costs would vary depending on how, and to what extent, the state chooses to regulate marijuana but would be unlikely to exceed several tens of millions of dollars annually. Eventually these costs would likely be entirely offset by license fees and tax revenues.

The provision of the measure prohibiting the state from reducing General Fund appropriations to DFW and DPR below the levels provided in the *2014-15 Budget Act* could increase General Fund costs, depending on the actual level of General Fund support that would be provided to the department in the absence of the measure. For example, it could result in the state having to allocate more General Fund than it otherwise would for DFW in future years.

***Effects on State and Local Revenues.*** State and local governments would receive additional revenues, such as sales taxes, from recreational marijuana sales permitted under this measure. This is largely because many individuals who are currently purchasing marijuana illegally could begin purchasing it legally under state law at businesses that collect sales taxes. In addition, the state would receive revenue from excise taxes imposed by the measure on marijuana. As noted earlier, the revenues derived from the excise taxes would be deposited in the California Marijuana Tax Fund to reimburse state implementation costs and to benefit various programs including substance use disorder education, prevention, and treatment. However, since the measure prohibits sales and use taxes on medical marijuana, these revenues would be partially offset by the loss of sales tax currently collected on medical marijuana sales.

In addition, the measure could result in an increase in taxable economic activity in the state, as businesses and individuals currently producing and selling marijuana illegally could begin doing so legally under state law and pay personal income and corporation taxes. Moreover, the measure would increase economic activity in the state to the extent that out-of-state consumers (such as tourists) redirect spending into the state. In total, our best estimate is that the state and local governments could eventually collect net additional revenues that could range from the high hundreds of millions of dollars to over \$1 billion annually. The potential revenues would be less if a significant portion of consumers purchase marijuana for medical rather than recreational use since the measure exempts medical marijuana from sales and use taxes.

***Effects on Fine and Asset Forfeiture Revenues.*** The measure could reduce state and local revenues from the collection of the fines established in current law for marijuana offenses and the assets that are forfeited in some criminal marijuana cases. We estimate that these revenues could amount to millions or low tens of millions of dollars annually. This could be somewhat offset, however, by additional fine revenue generated from the new penalties created by the measure (such as for engaging in unlicensed commercial marijuana activities).

***Summary of Fiscal Effects.*** We estimate that this measure would have the following major fiscal effects, which could vary considerably depending on (1) how, and to what extent, state and local governments choose to regulate and tax the commercial production and sale of marijuana, (2) future consumption by marijuana users, and (3) the extent to which the U.S. Department of Justice exercises its discretion to enforce federal prohibitions on marijuana activities otherwise

Hon. Kamala D. Harris

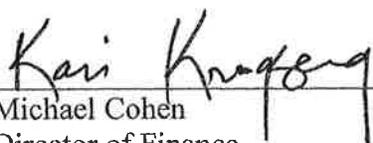
7

December 22, 2015

- Net reduced costs ranging from tens of millions of dollars to potentially exceeding \$100 million annually to state and local governments related to enforcing certain marijuana-related offenses, handling the related criminal cases in the court system, and incarcerating and supervising certain marijuana offenders.
- Net additional state and local tax revenues potentially ranging from the high hundreds of millions of dollars to over \$1 billion annually related to the production and sale of marijuana. Most of these funds would be required to be spent for specific purposes such as substance use disorder education, prevention, and treatment.

Sincerely,

  
for \_\_\_\_\_  
Mac Taylor  
Legislative Analyst

  
for \_\_\_\_\_  
Michael Cohen  
Director of Finance

# 10 Reasons To Try Medical Marijuana

## 1. Our Brains Are Tuned into Cannabinoids

**The Human Endocannabinoid System**

CBD, CBN and THC fit like a lock and key into existing human receptors. These receptors are part of the endocannabinoid system which impacts physiological processes affecting pain modulation, memory, and appetite plus anti-inflammatory effects and other immune system responses. The endocannabinoid system comprises two types of receptors, CB1 and CB2, which serve distinct functions in human health and well-being.

CB1 receptors are primarily found in the brain and central nervous system, and to a lesser extent in other tissues.

CB2 receptors are mostly in the peripheral organs especially cells associated with the immune system.

**THC**  
Tetrahydrocannabinol

**CBD**  
Cannabidiol

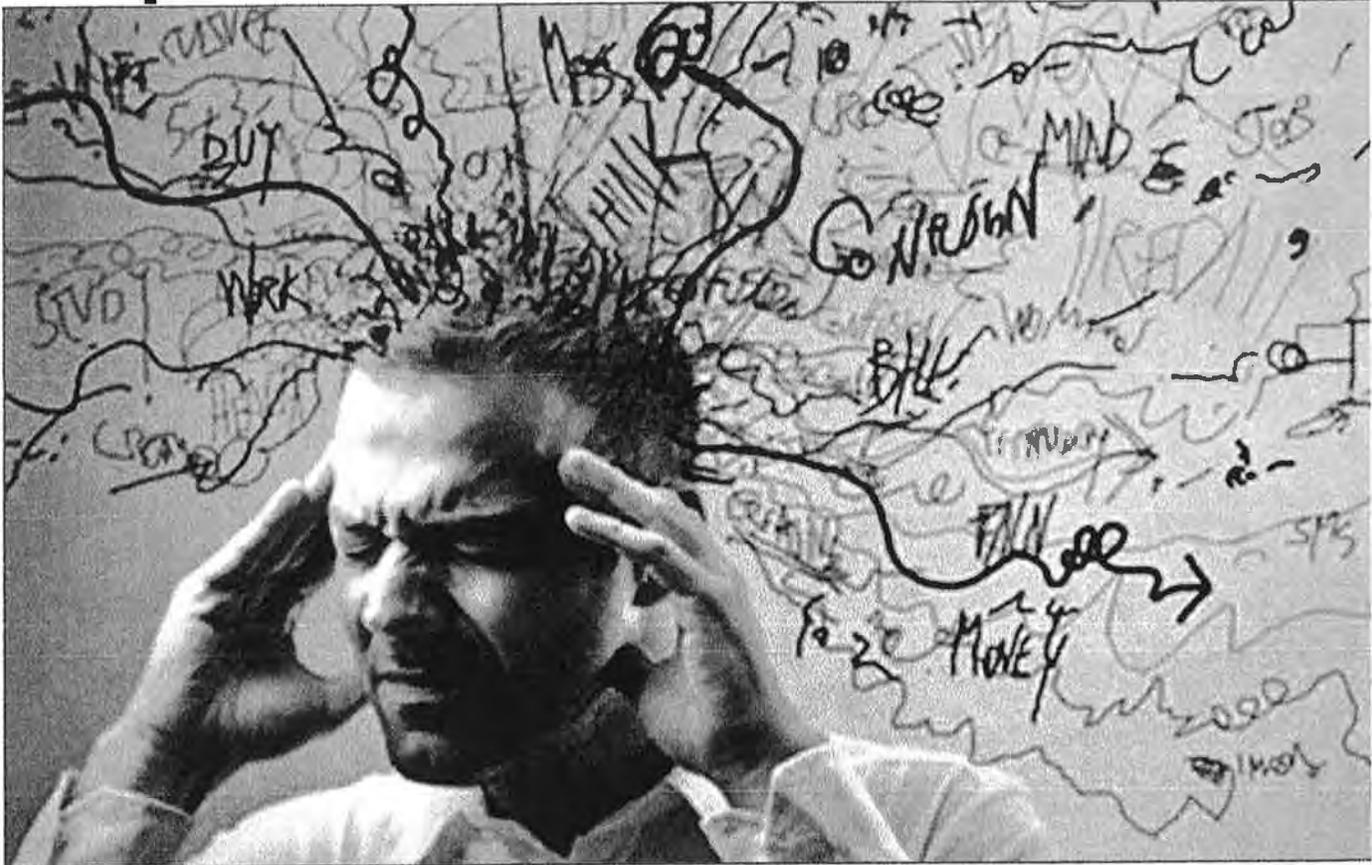
**CBN**  
Cannabinol

**CB1**

**CB2**

Humans have a unique group of **endogenous cannabinoid receptors** in their brains and nervous system that interact with the cannabinoids found in cannabis. This system is what interacts with THC and CBD (2 primary cannabinoids) to regulate appetite, mood, and pain among other things.

## 2. Medical Marijuana Can Help Relieve Stress



After a long day at work or school medical marijuana can help us to relax. Some strains can help ease the tension in your muscles as well as create relief for anxiety.

## 3. Medical Marijuana Can Be A Substitute for Prescription Drugs



Many people turn to prescription medications like OxyContin to help them cope with pain after injuries and operations. Recently doctors have been using medical marijuana to help their patients transition away from the highly addictive medications.

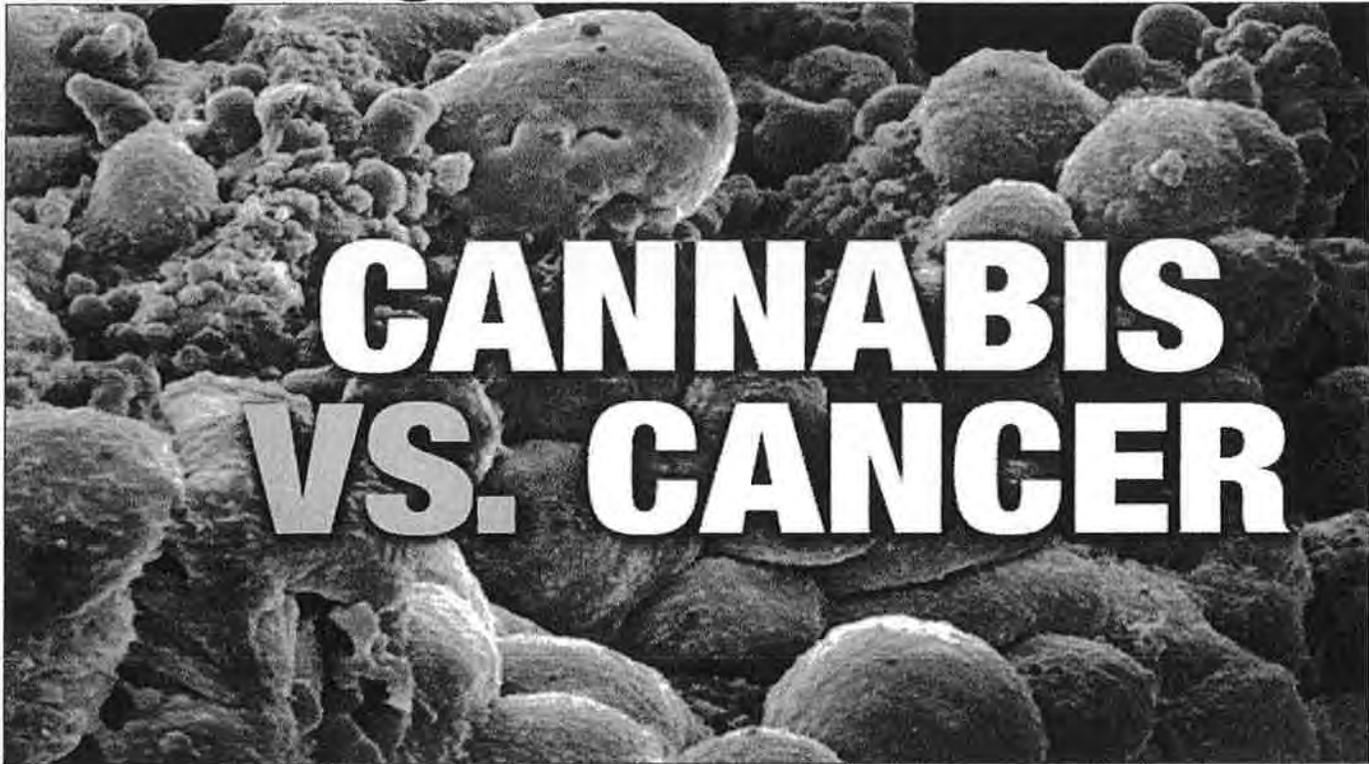
## **4. Medical Marijuana Can Stimulate Appetite**

Often times people battling with cancer have a hard time keeping an appetite amidst their chemotherapy treatments. Medical marijuana is known to help people develop an appetite in crucial times.

## **5. Medical Marijuana Can help you sleep**

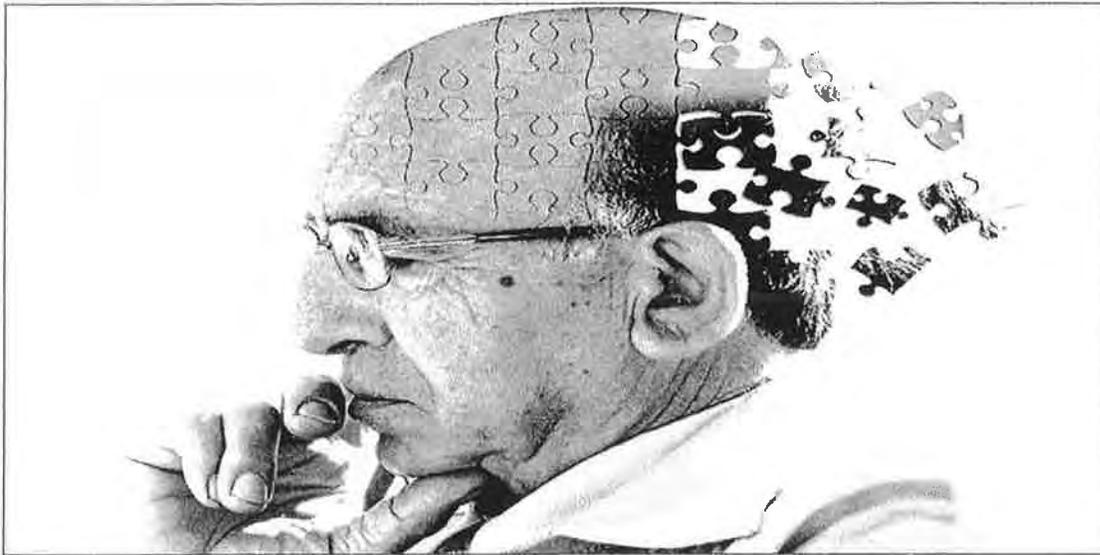
Many medical marijuana users seek their medicine in order to get a good night's **sleep**. Marijuana can make you drowsy at bedtime if you need a little extra help falling asleep.

## 6. Medical Marijuana is Being Used to Fight Cancer



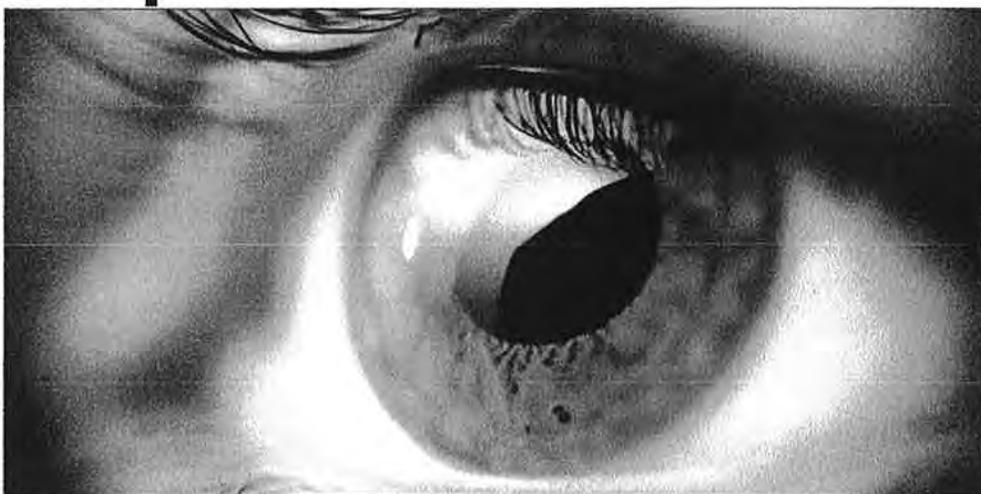
Studies have shown that marijuana can be effective in reducing cancer related tumors and other ailments. The cannabinoid **CBD** is a popular topic of research of late because it is proving especially effective in reducing tumor size.

## 7. Medical Marijuana Can Prevent the onset of Alzheimer's



Studies have shown that THC can prevent an enzyme called acetylcholinesterase from accelerating the formation of “Alzheimer’s plaques” in the brain, as well as protein clumps that can inhibit cognition and memory, more effectively than commercially marketed drugs.

## **8. Medical Marijuana Can Help Glaucoma**



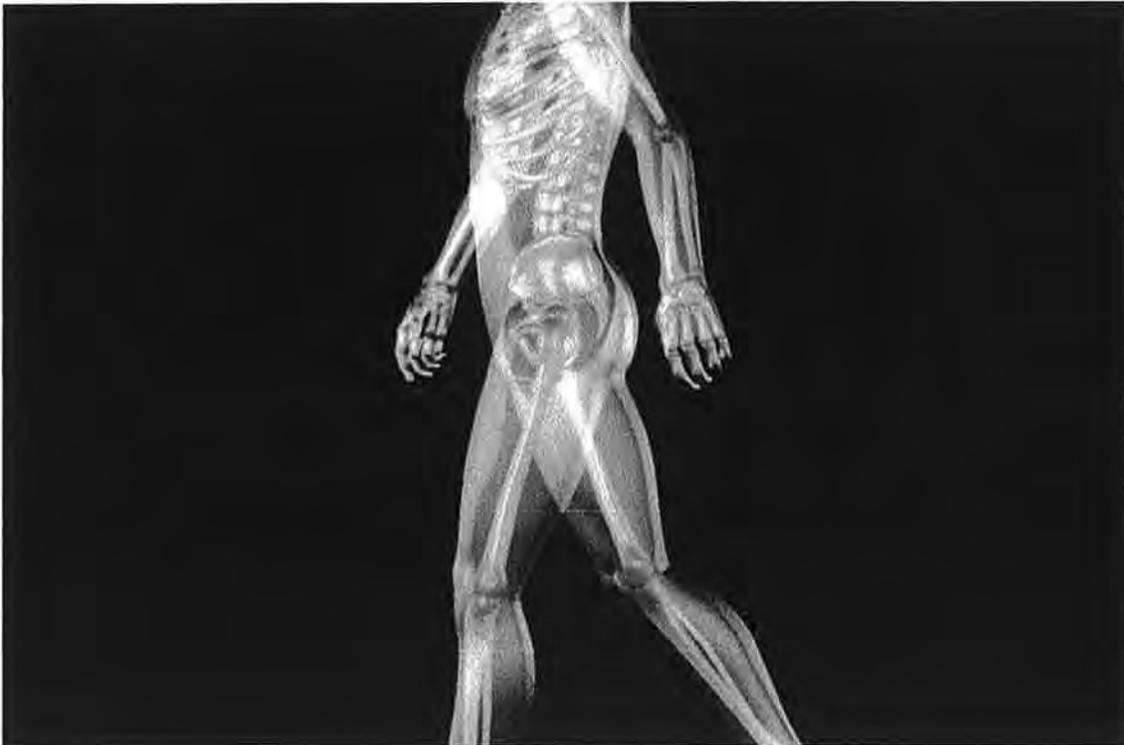
Research has shown that marijuana can help reduce and relieve the intraocular pressure that causes nerve damage in the eyes. Some

research suggests that marijuana can also reverse ocular deterioration as well.

## 9. Medical Marijuana Can Help With Morning Sickness

Researchers at the British Columbia Compassion Club Society found that 92 percent of women found marijuana's effect on morning sickness symptoms as either "very effective" or effective." Though smoking marijuana during pregnancy is not recommended, a University of Pittsburgh **study** showed that only "heavy" smoking during the first trimester resulted in negative effects at birth.

## 10. Medical Marijuana Can Reduce Arthritis Pain



People with rheumatoid **arthritis** report less pain and inflammation after using medical marijuana. Cannabinoids are patented as antioxidants by the U.S. Government and are now being applied for use in treating inflammation.

## 5 Reasons We Fight for Cannabis

The truth is we fight for cannabis for a lot of reasons. And while people may have differing motives and ideas on what cannabis legalization ought to look like, there are a few points all of us can get behind.

Whether you're new to cannabis or you've been advocating on this plant's behalf for several decades, here are 5 reasons why cannabis is worth fighting for.

**#1) Cannabis prohibition has zero basis in science.**



Dig into how cannabis prohibition started in the first place and you will be in for a shock.

That's right. Cannabis prohibition NEVER had anything to do with

scientific facts.

Wait, what? How could this be? How could pot be illegal for so many years without any scientific justification?

Well, if you don't know the story of how prohibition first started in 1937, you are in for one heck of a surprise.

It is a story fueled by racism, greed, career advancement, and outrageous lies.

The father of prohibition, the infamous Harry Anslinger – who was the nation's first “drug czar” – went around saying things like: “Marijuana is an addictive drug which produces in its users insanity, criminality, and death.”

When Anslinger convinced Congress to pass the Marihuana Tax Act of 1937, nobody even knew what “marihuana” was. And once doctors realized he was talking about cannabis, they tried to fight him but were blocked by immense bureaucratic bullying and risked losing their medical licenses.

Anslinger's bureaucratic star would continue to rise as he locked up all the “bad guys” and eventually took his Reefer Madness message global.

## #2) People should not go to jail for cannabis.

Police need to focus their efforts on actual criminals, not cannabis consumers.

According to the Drug Policy Alliance, almost 700,000 people were arrested for cannabis in 2013.

88 percent of those arrests were for simple possession.

Can we just stop and think about this for a minute? Yeah, a lot of states have softened their cannabis laws – and a few have legalized it completely – but when did it ever make sense for people to go to jail because of a plant?

A lot of bad things happen to you when you're convicted of a crime. Just imagine the impact on your work, family, health, finances, and even your freedom. That's a lot of heavy, negative energy to inflict on

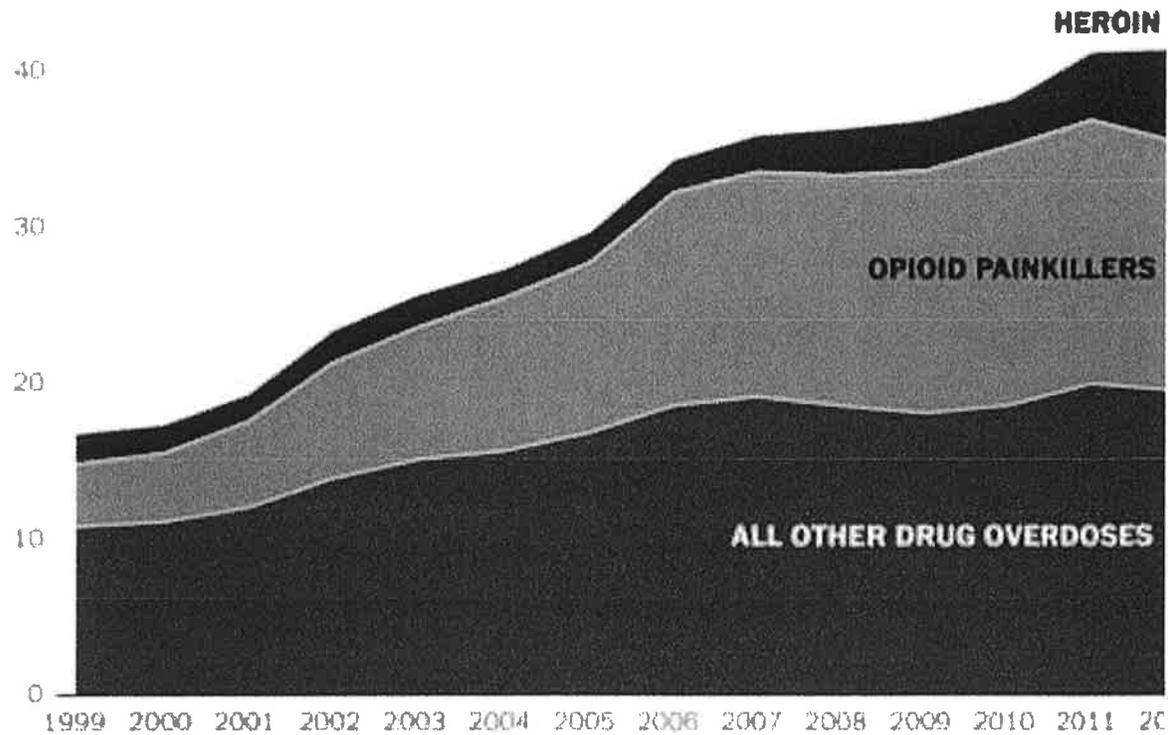
another person. And that energy just spreads outward, a sad ripple effect robbing so many of us from happiness and prosperity.

### #3) Cannabis is a powerful harm reduction agent.

Drug overdose deaths are rising steadily

Annual drug poisoning deaths from heroin, opioid painkillers, and all other drugs

50 thousand



WASHINGTONPOST.COM/WONKBLOG

Source: CDC

**Cannabis has been proven to reduce consumption of harder, more dangerous drugs. Nobody has ever died from pot either.**

This point is such a huge eye-opener.

In states where cannabis has been regulated for medicinal use, opioid fatalities were down 25 percent according to this study published in October 2014.

That's a lot of lives saved in a nation where opioids and other dangerous pharmaceuticals have reached a problem of pandemic proportions.

But cannabis has also helped people recover from addictions to hard-drug abuse and alcohol.

"Cannabis has been inaccurately labeled a gateway drug, when, in actuality, many people use it as an exit drug to step down from the use of more hazardous substances," says Amanda Reiman, PhD MSW, who authored a study on the subject in 2009.

"There is a tendency to see substance use as black or white. But the 'All Use is Abuse' mantra can be dangerous," Reiman continues.

"If you ask a parent who has lost a child to overdose, they would accept cannabis as a harm reduction tool if it meant their child would still be here today."

Reiman – the Manager for Marijuana Law and Policy with the Drug Policy Alliance – is not alone in her advocacy for cannabis as a harm reduction agent.

"There is growing interest among progressive treatment providers in the use of cannabis as part of a drug treatment protocol," Reiman says.

"Rather than demand abstinence from cannabis, some are exploring the use of cannabis to help encourage abstinence or a reduction in use of other substances."

In all of her research, Reiman has found that one of the key reasons cannabis can help people locked in the grip of addiction and substance abuse is simple: "Research supports that cannabis can facilitate mindfulness, which can ultimately help people make better decisions about their substance use and can aid in harm reduction."

BTW: Amanda Reiman will be one of 20+ experts delivering TED-style talks on cannabis and health at the virtual Cannabis Health Summit on Jan. 23-24. You can register free here to watch the entire event from your computer!

#4) Cannabis's healing properties are very real.



Cannabis can benefit the mind and body in so many different ways.  
Getting the word out and inspiring cannabis learning is vital.

Here is one thing that always infuriates me: when law enforcement sit outside of medical cannabis dispensaries, watch the patients come and go, and complain that they don't look like real patients. What does somebody with depression look like? What does somebody with chronic pain look like? Or how about insomnia, or fibromyalgia, or glaucoma, or PTSD... the list goes on and on. The real question should be not what does a cannabis patient look like but: "What does the endocannabinoid system look like?" Because

we all have one, and the more we find out about this complex network in our bodies, the more we understand the how's and why's of cannabis efficacy.

Cannabis has so many healing properties and we're constantly learning more about how it interacts with our bodies, how it can improve the quality of life – yet many people refuse to believe any of it.

Maybe they're clinging to outdated information, maybe they're afraid they'll lose their job, or MAYBE they cannot accept the fact that the government would lie about something for so many years.

Governments have done much worse things than lie.

## #5) The stigma surrounding cannabis is harmful.

We should be able to talk about cannabis freely and openly. But also be respectful and curious toward other people's mindsets.

How many of us have a friend or family whom we suspect could benefit immensely from cannabis, but we're afraid to even approach them about it?

Or we do talk to them about cannabis and they're afraid to even give it a try because of the stigma.

The stigma against cannabis is very real when people are afraid to talk to friends or loved ones about the plant's therapeutic potential. And talking about this plant freely and openly (and of course voting) is the only way to achieve progress. To rid ourselves of barbaric laws and unfortunate misconceptions.

Even successful, productive members of society – truly amazing people – continue to fear the repercussions of talking openly about their cannabis use, afraid to reveal how this plant has added value to their lives in so many ways – in some cases to build empires!

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And if you enjoyed this article, please share it with your friends on social media. The more the world sees the truth about cannabis, the less unnecessary harm we'll experience as a society.

# INTERESTING CANNABIS STATISTICS

Here at Green Flower Media believe that nothing can replace facts for establishing the truth about cannabis. Knowledge always beats ignorance. In that effort, we present statistics about the prevalence of use, harm, and its impact on the economy. The next time someone has an uninformed opinion about what cannabis does (or does not) you can back up your claims with knowledge.

*In the US, where marijuana is federally illegal:*

- Pew Research Center reported 47% of Americans, or approximately 150 million, have tried cannabis.
- According to US government estimates, domestic marijuana production increased tenfold in the 25 years from 1981 to 2006, from 1,000 metric tons (2.2 million pounds) in 1981 to 10,000 metric tons (22 million pounds) in 2006.
- According to a February 2015 report from Arc View Research, the national legal marijuana market is worth **\$2.7 billion**; up from **\$1.5 billion** in 2013, a gain of 74%. The report projects legal marijuana in 2015 will see a further 32 percent growth in the market.
- According to that same report, the estimated amount the national legal marijuana market will be worth in five years is **\$10.2 billion**.
- According to a 2010 study by Harvard University economist Jeffrey Miron, the estimated total amount that marijuana prohibition costs State and Federal governments every year is **\$17.4 billion**.
- The Federal government's own statistics show that marijuana is safer than alcohol.

*In Colorado, where marijuana is legal:*

- **\$700 million was sold in the first year of legal recreational cannabis.**
- A February 2014 budget proposal from Colorado Gov. John Hickenlooper included an estimate for **\$98 million** in expected tax revenue that Colorado will collect from legal marijuana sales in a complete fiscal year.

## 5 Reasons We Fight for Cannabis

The truth is we fight for cannabis for a lot of reasons. And while people may have differing motives and ideas on what cannabis legalization ought to look like, there are a few points all of us can get behind.

Whether you're new to cannabis or you've been advocating on this plant's behalf for several decades, here are 5 reasons why cannabis is worth fighting for.

### #1) Cannabis prohibition has zero basis in science.



Dig into how cannabis prohibition started in the first place and you will be in for a shock.

That's right. Cannabis prohibition NEVER had anything to do with scientific facts. Wait, what? How could this be? How could pot be illegal for so many years without any scientific justification?

Well, if you don't know the story of how prohibition first started in 1937, you are in for one heck of a surprise.

It is a story fueled by racism, greed, career advancement, and outrageous lies. The father of prohibition, the infamous Harry Anslinger – who was the nation's first "drug czar" – went around saying things like: "Marijuana is an addictive drug which produces in its users insanity, criminality, and death."

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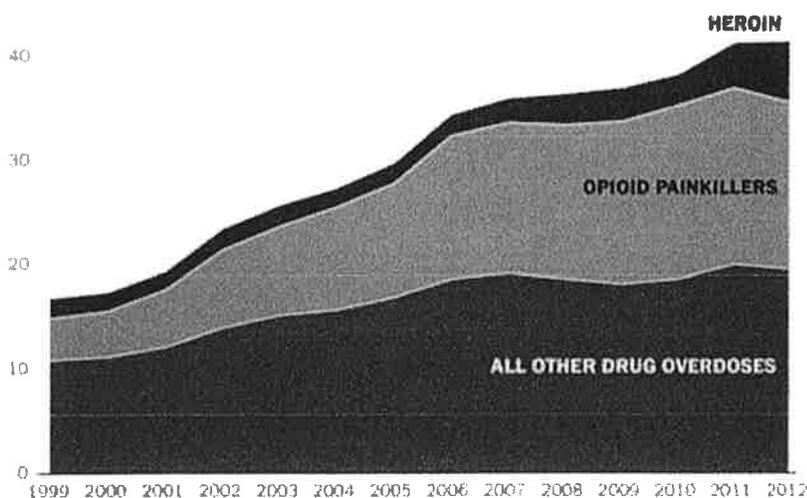
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The more the world sees the truth about cannabis, the less unnecessary harm we'll experience as a society.



**City of South Pasadena  
Office of the Mayor**

## Inter-Office Memorandum

**Date:** January 15, 2016

**To:** South Pasadena City Council

**From:** Mayor Diana Mahmud *Dir for DM*

**Re:** 01/20/2016 Item No. 13 Additional Document – Revised List of City Council Liaison and Regional Group Appointments and Adoption of a Resolution Appointing Delegates, Representatives, and Alternates to Various Agencies and Organizations

---

Attached is a revised listing of the City Council Liaison appointments (for the period of January 2016 through December 2016) and City Council Resolution for adoption at the January 20, 2016 City Council Meeting.

cc: Council; cmi; CA; CDCC; Reference Binder; Original to 1/20/15 Addl Docs

#1  
Additional Material  
AGENDA ITEM # 13  
01/20/16 City Council Mtg.

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
APPOINTING DELEGATES, REPPRESENTATIVES,  
AND ALTERNATES AS OFFICIAL REPRESENTATIVES  
OF THE CITY OF SOUTH PASADENA**

**WHEREAS**, the City Council of the City of South Pasadena (City) at its regular meeting of December 16, 2015, reorganized as follows: Diana Mahmud, Mayor; Michael A. Cacciotti, Mayor Pro Tem; Robert Joe, Councilmember; Marina Khubesrian, M.D., Councilmember; and Richard D. Schneider, M.D., Councilmember; and

**WHEREAS**, with the reorganization, the Mayor and the City Council make appointments to various agencies and organizations for the Mayoral term; and

**WHEREAS**, several agencies and organizations require that the City Council formally approve of its official delegates, representatives, and alternates to represent the City.

**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 of the City of South Pasadena does hereby appoint the following persons as Governing Board Representative and alternate member of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

<b>Governing Board Representative</b>	<b>Alternate</b>	<b>Term</b>
Mayor Mahmud	Mayor Pro Tem Cacciotti	2016

**SECTION 2.** The City Council of the City of South Pasadena does hereby appoint the following persons as delegate and alternate member of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated:

<b>Delegate</b>	<b>Alternate</b>	<b>Term</b>
<u>Councilmember Joe Mayor Mahmud</u>	<u>Mayor Pro Tem Cacciotti Mahmud</u>	2016

**SECTION 3.** The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as board member and alternate board member of the **BOARD OF DIRECTORS OF THE SANITATION DISTRICT 16** for the term indicated:

<b>Board Member</b>	<b>Alternate</b>	<b>Term</b>
Mayor Mahmud	<del>Mayor Cacciotti</del> <del>Pro Councilmember Joe</del> <del>Tem</del>	2016

**SECTION 4.** The City Council of the City of South Pasadena does hereby appoint the following persons as delegate and alternate member of the **METRO GOLD LINE PHASE II JOINT POWERS AUTHORITY BOARD** for the term indicated:

<b>Delegate</b>	<b>Alternate</b>	<b>Term</b>
Councilmember Joe	Mayor Pro Tem Cacciotti	2016

**SECTION 5.** The City Council of the City of South Pasadena does hereby appoint the following persons as delegate and alternate member of the **ARROYO VERDUGO SUBREGION** for the term indicated:

<b>Delegate</b>	<b>Alternate</b>	<b>Term</b>
Councilmember Khubesrian	Councilmember Joe	2016

**SECTION 6.** Pursuant to the appointments made above, the City Council of the City of South Pasadena does hereby adopt the completed Form 806 of the Fair Political Practices Commission, attached hereto as Exhibit "A" and incorporated herein by this reference, concerning appointments by the City Council, and directs staff to take all other actions necessary to comply with the requirements of any applicable laws and regulations.

**SECTION 7.** 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 20<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Diana Mahmud, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 20<sup>th</sup> day of January, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)



**City of South Pasadena  
Office of the Mayor**

## Inter-Office Memorandum

**Date:** January 20, 2016

**To:** South Pasadena City Council

**From:** Mayor Diana Mahmud *Msg for DM*

**Re:** 01/20/2016 Item No. 13 Additional Document – Revised List of City Council Liaison and Regional Group Appointments and Adoption of a Resolution Appointing Delegates, Representatives, and Alternates to Various Agencies and Organizations - REVISED

---

Attached is a revised listing of the City Council Liaison appointments (for the period of January 2016 through December 2016) and City Council Resolution for adoption at the January 20, 2016 City Council Meeting.

*CC: Council; CM; CA; Cdcc; Reference Binder; Original to 1/20/15  
Add Docs*

*#2*  
Additional Material  
AGENDA ITEM # 13  
01/20/16 City Council Mtg.



**Liaison Appointments  
Diana Mahmud, Mayor  
January 2016 to December 2016**

<b>City Commissions, Boards, and Committees</b>	<b>Appointed Liaison(s) or Members</b>
Animal Commission	Schneider
Cultural Heritage Commission	<u>Mahmud</u> Schneider
Finance Committee	Mahmud
Fourth of July – Festival of Balloons Committee■	Cacciotti
Freeway & Transportation Commission	Khubesrian
Library Board of Trustees	Cacciotti
Natural Resources and Environmental Commission	Joe
Parks and Recreation Commission	Schneider
Planning Commission	Khubesrian
Public Safety Commission	Joe
Public Works Commission	Cacciotti
Renewable Energy Council	Cacciotti and Schneider
Senior Citizen Commission	Schneider
South Pasadena Tournament of Roses Committee■	Joe
Youth Commission	<u>Khubesrian</u> Mahmud
<b>Ad Hoc/Committees</b>	<b>Appointed Liaison(s) or Members</b>
Ad Hoc/Committee: Arroyo Seco Golf Course Racquet Centre Lease Subcommittee	Cacciotti and Schneider
Ad Hoc/Committee: Athens Contract	Joe and Mahmud
Ad Hoc/Committee: City Council and SPUSD Subcommittee	Joe and Khubesrian
Ad Hoc/Committee: Community Center Advisory	Cacciotti and Joe
Ad Hoc/Committee: Downtown Project Advisory	Khubesrian and Mahmud
Ad Hoc/Committee: Economic Development	Joe and Khubesrian
Ad Hoc/Committee: Facility Improvements	Joe and Khubesrian
<del>Ad Hoc/Committee: Formation of a Community Garden</del>	<del>Khubesrian and Schneider</del>
Ad Hoc/Committee: Massage Establishments Issues	Joe and Khubesrian
Ad Hoc/Committee: Mission-Meridian Village Subcommittee	Khubesrian and Mahmud
Ad Hoc/Committee: National Pollutant Discharge Elimination System MS4	Joe and Mahmud
Ad Hoc/Committee: Personnel Committee	Khubesrian and Mahmud
Ad Hoc/Committee: Rialto Theatre Subcommittee	Joe and Schneider
Ad Hoc/Committee: San Pascual Stables Lease Subcommittee	Cacciotti and Schneider
Ad Hoc/Committee: Senior Housing & Convalescent Facilities	Joe and Khubesrian

■ Members not appointed by Mayor

Liaison & Regional Group Appointments

Ad Hoc/Committees		Appointed Liaison(s) or Members	
Ad Hoc/Committee: South Pasadena Chamber of Commerce - Legislative		Joe Mahmud	
Ad Hoc/Committee: South Pasadena Chamber of Commerce – Economic Development		Khubesrian	
Ad Hoc/Committee: South Pasadena Chamber of Commerce – Chamber Board		Gonzalez, City Manager	
<u>Ad Hoc/Committee: SR-70 Lobbyist Contract and Scope of Work Review</u>		Joe and Mahmud	
Regional Groups – Appointment by City		Appointed Liaison	Alternate(s)
☰	Arroyo Verdugo Subregion	Khubesrian	Joe
	Foothill Employment and Training Consortium Policy Board	Joe	Mahmud
	Los Angeles County City Selection Committee	Mahmud (always Mayor)	Cacciotti (by proxy - requires authorization)
☰ ★ Δ	Los Angeles County Sanitation Districts, Board of Directors, District 16	Mahmud (always Mayor)	Cacciotti Joe
	League of California Cities LA Division	Joe Mahmud	Mahmud Cacciotti
☰ ❖ Δ	Metro Gold Line Phase II Joint Powers Authority Board	Joe	Cacciotti
☰ ❖ Δ	San Gabriel Valley Council of Governments Governing Board <u>Energy, Environment and Natural Resources Committee</u>	Mahmud	Cacciotti
	SR-710 Stakeholder Outreach Advisory Committee	Mahmud	Khubesrian and Joanne Nuckols
Regional Groups –Appointment by Regional Group		Appointed Liaison	Alternate(s)
☰ Δ 	Arroyo Verdugo Subregion Representative to the Southern California Association of Governments Community, Economic and Human Development Committee	Joe	None
☰	Arroyo Verdugo Subregion Representative to the League of California Cities' LA Division Legislative Committee	Mahmud	None
☰ Δ	San Gabriel Valley Council of Governments appointment to Southern California Association of Governments Energy and Environment Committee	Mahmud	Khubesrian
☰ ☰	Santa Monica Mountains Conservancy	Cacciotti	None
☰ ☰ Δ	South Coast Air Quality Management District San Gabriel Valley Board Member	Cacciotti	None

- ☰ Requires FPPC Form
- ❖ Council vote
- ★ Board Member is current Mayor; Alternate is appointed by Mayor
- ☰ Voted by Regional Group
- Δ Stipend

**RESOLUTION NO. 7443**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
APPOINTING DELEGATES, REPPRESENTATIVES,  
AND ALTERNATES AS OFFICIAL REPRESENTATIVES  
OF THE CITY OF SOUTH PASADENA**

**WHEREAS**, the City Council of the City of South Pasadena (City) at its regular meeting of December 16, 2015, reorganized as follows: Diana Mahmud, Mayor; Michael A. Cacciotti, Mayor Pro Tem; Robert Joe, Councilmember; Marina Khubesrian, M.D., Councilmember; and Richard D. Schneider, M.D., Councilmember; and

**WHEREAS**, with the reorganization, the Mayor and the City Council make appointments to various agencies and organizations for the Mayoral term; and

**WHEREAS**, several agencies and organizations require that the City Council formally approve of its official delegates, representatives, and alternates to represent the City.

**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 of the City of South Pasadena does hereby appoint the following persons as Governing Board Representative and alternate member of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

<b>Governing Board Representative</b>	<b>Alternate</b>	<b>Term</b>
Mayor Mahmud	Mayor Pro Tem Cacciotti	2016

**SECTION 2.** The City Council of the City of South Pasadena does hereby appoint the following persons as delegate and alternate member of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES DIVISION** for the term indicated:

<b>Delegate</b>	<b>Alternate</b>	<b>Term</b>
Mayor Mahmud	Mayor Pro Tem Cacciotti	2016

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<b>Board Member</b>	<b>Alternate</b>	<b>Term</b>
Mayor Mahmud	Councilmember Joe	2016

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Councilmember Joe	Mayor Pro Tem Cacciotti	2016

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Councilmember Khubesrian	Councilmember Joe	2016

**SECTION 6.** The City Council of the City of South Pasadena does hereby appoint the following persons as delegate and alternate member of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS GENERAL ASSEMBLY** for the term indicated:

<b>Delegate</b>	<b>Alternate</b>	<b>Term</b>
Mayor Mahmud	Councilmember Khubesrian	2016

**SECTION 7.** Pursuant to the appointments made above, the City Council of the City of South Pasadena does hereby adopt the completed Form 806 of the Fair Political Practices Commission, attached hereto as Exhibit "A" and incorporated herein by this reference, concerning appointments by the City Council, and directs staff to take all other actions necessary to comply with the requirements of any applicable laws and regulations.

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**PASSED, APPROVED AND ADOPTED ON** this 20<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Diana Mahmud, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

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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 20<sup>th</sup> day of January, 2016, by the following vote:

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

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

# Agency Report of: Public Official Appointments

**A Public Document**

<b>1. Agency Name</b> City of South Pasadena			<b>California Form 806</b> For Official Use Only
Division, Department, or Region (If Applicable)			
Designated Agency Contact (Name, Title) Anthony J. Mejia, Chief Deputy City Clerk			
Area Code/Phone Number 626-403-7230	E-mail amejia@southpasadenaca.gov	Page <u>1</u> of <u>1</u>	Date Posted: <u>01/14/2016</u> <small>(Month, Day, Year)</small>

## 2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Los Angeles County Sanitation Districts, Board of Directors, District 16	▶ Name <u>Mahmud, Diana</u> <small>(Last, First)</small>  Alternate, if any <u>Cacciotti, Michael A.</u> <small>(Last, First)</small>	▶ <u>01 / 20 / 16</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>125</u>  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
San Gabriel Valley Council of Governments	▶ Name <u>Mahmud, Diana</u> <small>(Last, First)</small>  Alternate, if any <u>Cacciotti, Michael A.</u> <small>(Last, First)</small>	▶ <u>01 / 20 / 16</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>50</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Metro Gold Line Phase II Joint Powers Authority Board	▶ Name <u>Joe, Robert</u> <small>(Last, First)</small>  Alternate, if any <u>Cacciotti, Michael A.</u> <small>(Last, First)</small>	▶ <u>01 / 20 / 16</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Southern California Association of Governments	▶ Name <u>Mahmud, Diana</u> <small>(Last, First)</small>  Alternate, if any <u>Khubesrian, Marina</u> <small>(Last, First)</small>	▶ <u>01 / 20 / 16</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>120</u>  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>

## 3. Verification

*I have read and understand FPPC Regulation 18705.5. I have verified that the appointment and information identified above is true to the best of my information and belief.*

Anthony Mejia	Chief Deputy City Clerk	01/19/16
<small>Signature of Agency Head or Designee</small>	<small>Print Name</small>	<small>Title</small>
		<small>(Month, Day, Year)</small>

Comment: \_\_\_\_\_



**City of South Pasadena  
Planning and Building Department**

# Memo

**Date:** January 20, 2016  
**To:** The Honorable City Council  
**From:** David Watkins, Planning and Building Director   
**Via:** Teresa L. Highsmith, City Attorney  
**Re:** January 20, 2016 City Council Meeting, Additional Document for Item No. 14 – Award of Contract for Building and Safety Services to Transtech Engineers, Inc.

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Attached is a revised Professional Services Agreement with Transtech Engineers, Inc.

The revisions can be found in the following sections:

- Page 2 of 14 of the agreement, Paragraph 1.4(a);
- Page 6 of 14 of the agreement, Paragraph 6.2(e); and
- Exhibit “B” of the agreement

*CC: Council; CM; CA; CBCC; DWatkins; Reference Binder;  
Original to 1/20/2016 ADDL DOCS*

Additional Material  
AGENDA ITEM # 14  
1/20/16 City Council Mtg.

**CITY OF SOUTH PASADENA**

**PROFESSIONAL SERVICES AGREEMENT**

**WITH**

**Transtech Engineers, Inc.**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 2016 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and Transtech Engineers, Inc. ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide building and safety services to the City; and

B. WHEREAS, Consultant represents that it has that degree of training and experience 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 is familiar with all laws applicable to its performance of services under this Agreement and shall advise City of any changes in any such laws.

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

(1) It has 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 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 standard of care specified above in 1.2. 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, which may include, at City's request, substitution of a Consultant personnel;

(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 as set forth in Section 6.7 below.

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. Designated Representative. Consultant hereby designates Craig Melicher as the Consultant Representative, and said Representative shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant's services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.

## **2.0. COMPENSATION AND BILLING**

2.1. (a) Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated as set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit B.

(b) 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. 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.

2.3. 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:

David G. Watkins, AICP  
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.

2.4. 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 \_\_\_\_\_, 2016 (“Effective Date”) and shall remain in effect for five (5) years, 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 “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 Attorney.

#### **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement, together with Exhibits “A”, “B”, and “C” supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. 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 Craig Melicher 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) Seek substitution of personnel and 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:

Craig Melicher, PE, CBO  
Transtech Engineers, Inc.  
13367 Benson Avenue  
Chino, CA 91710

IF TO CITY:

David G. Watkins, AICP  
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. To the fullest extent permitted by law, the Consultant hereby agrees as follows:

.1 With regard to any acts or omissions of the Consultant in connection with this Agreement which do not comprise professional services, Consultant

agrees to, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, and employees (“City Indemnitees”) at Consultant’s sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City Indemnitees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. Upon the request of the City, 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 Indemnitees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City’s specifications or Consultant’s Proposal, which shall be of no force and effect.

.2 With regard to the professional services performed and to be performed hereunder by or through the Consultant, Consultant agrees to indemnify and hold the City Indemnitees harmless from any damage, liability or cost (including reasonable attorneys’ fees and costs of defense) to the proportionate extent that they are caused by the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors. The Consultant shall not have an upfront duty to defend the City Indemnitees for such claims but shall reimburse reasonable defense fees and costs to the extent a claim is determined to have been caused by the negligence, recklessness, or willful misconduct of Consultant, or as the parties otherwise agree in settlement.

.3 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.

.4 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.

.5 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 retained by Consultant to assist in the performance of this Agreement.

.6 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.

[SIGNATURES ON FOLLOWING PAGE]

Dated: \_\_\_\_\_

THE CITY OF SOUTH PASADENA

By: \_\_\_\_\_  
Sergio Gonzalez, City Manager

Dated: \_\_\_\_\_

TRANSTECH ENGINEERS, INC.

By: \_\_\_\_\_  
Craig Melicher, Senior Vice President

Federal ID No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

This Agreement is made effective as of XXXX, by and between the City of South Pasadena ("Client") of 1414 Mission Street, South Pasadena, CA 91030, and Transtech Engineers, Inc. ("Consultant") of 13367 Benson Avenue, Chino, CA 91710.

**1. DESCRIPTION OF SERVICES.** The Consultant will provide to Client the following services (collectively, the "Services"):

Review building and development plans for conformance with the California Building, Electrical, Plumbing and Mechanical Codes, South Pasadena Municipal Code and rules and regulations, and other requirements as set by city departments, and arranging for reviews by other responsible agencies, as appropriate. First plan check for new construction will be completed within two weeks after submittal; subsequent checks or revisions to approved plans will be completed within one week after re-submittal or submittal.

The hours for issuing building permits will be consistent with the hours of the Counter Technician/Building Clerk. However, the Director of Planning & Building has the prerogative to adjust the hours as needed to provide responsive service to the public.

Provide field inspections during the course of construction, pursuant to applicable codes, rules and regulations. Currently, inspections are provided the next business day following a request made by 4:30 p.m. Building inspections shall enforce all violations of the above referenced codes, rules, and regulations, including substandard conditions. Other violations observed in the field shall be immediately reported to the Director of Planning and Building or other appropriate city departments. The Building Division shall also coordinate with the Community Improvement Coordinator, the Public Works Department and the Fire Department as needed for inspections and reports of code violations.

Attend meetings with City staff, City officials, contractors, and the general public, as required.

Maintain all Building and Safety records and files at City Hall or at such locations as approved by the Director of Planning and Building. This includes digitizing and electronically managing all permit records to allow convenient viewing through the City's Laserfiche document management system. This also includes preparation of large format plans for offsite scanning by another vendor. All records, documents, studies, and computer programs and files, etc. are the property of the City.

Calculate and identify all necessary fees for building permits, plan check and other related services for collection by the City.

Provide periodic technical training to keep Consultant's staff up-to-date on the latest codes and building techniques. Provide to, and receive from, the Community Improvement Coordinator appropriate training to coordinate the code enforcement functions and the contractor. Training will include the latest Green Building techniques to assist staff with providing guidance to department clients on incorporating environmentally prudent methods for construction and use of materials. Training will include construction-related accessibility standards for persons with disabilities. Consultant will attend annual NPDES training provided by the Public Works Department, as required.

Answer questions, which may or may not be directly related to an active permit or fee collection. Questions may be generated from the public at the counter, over the telephone, or by email during designated hours. Consultant recognizes that the City puts a premium on responsive, timely and accurate provision of information to the public. Consultant will work closely with Planning, Public Works and Fire to ensure seamless and timely information to all clients.

Conduct investigations as directed by the City, including field and office research, including any follow-up work, such as preparation of letters and documents. These investigations may also include inspections, research, code enforcement, etc. which are not billable to a permit.

Support the City in the event that the Emergency Operations Center is activated in response to a disaster. The cost of this support is not included in Exhibit B of this Contract and will be billed separately consistent with Consultant's standard fees, and in coordination with the procedures of the Emergency Operations Center.

Draft and process all amendments or changes to the State Building, Electrical, Mechanical and Plumbing Codes, as required by state law. The cost of this support is not included in Exhibit B of this Contract and will be billed separately per the Building Official rate, subject to the prior approval of the Director of Planning and Building. Consultant will provide Client with a timely estimated budget for Building Code maintenance and update for the appropriate Fiscal Year budget.

## EXHIBIT "B"

### SCHEDULE OF COMPENSATION

Task	Team Members	Hours/Week	Rate
Plan Check	Varies per workload	Varies pre workload	65% of plan check fees collected by the City
On-Site Staff for over the counter plan check (1.5 hours/day, 4 days/week), plus Principal Building Official and Supporting Building Official time as requested, with an average of 16 hours maximum per week depending on the work load and the City's request	Dennis Tarango, CBO Jeffrey Kao, PE Craig Melicher, PE, CBO Ayla Jefferson, CBO	6-16 hours per week	\$79.75
Building Inspector	<del>William Liu</del> Consultant personnel*	40 hours/week	\$59.75
Counter Service/Permit Technician	<del>Jeremy Reed</del> Consultant personnel*	40 hours/week	\$29.75

\*All personnel carrying out the functions of Building Inspector and Counter Service Permit Technician are employees of Consultant and are supervised and directed by Consultant Principal Building Official and Supporting Building Official.

Hourly rates are automatically adjusted annually on July 1<sup>st</sup> of each year by the percentage change in the Los Angeles-Riverside-Orange County Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve month period as calculated by the U.S. Department of Labor Bureau of Labor Bureau of Labor Statistics.

## EXHIBIT "C"

### 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
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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.



City of South Pasadena  
Public Works Department

# Memo

**Date:** January 20, 2016  
**To:** The Honorable City Council  
**From:** Paul Toor, Public Works Director  
**Via:** Teresa L. Highsmith, City Attorney  
**Re:** January 20, 2016 City Council Meeting, Additional Document for Item No. 15 – Authorization to Enter into an Agreement with General Pump Company to Provide As- Needed Well Maintenance and Repair Services

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Attached is a revised Professional Services Agreement with General Pump Company to provide as- needed Well Maintenance and Repair Services.

cc: Council; CM; CA; CS CC; Reference Binder; PROCP;  
Original to 1/20/2016 ADDL DOC

Additional Material  
AGENDA ITEM # 15  
1/20/16 City Council Mtg.

**PROFESSIONAL SERVICES AGREEMENT**  
(City of South Pasadena /*General Pump Company*.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and General Pump Company a California Corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: As-need services for well maintenance and repairs.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s December 3, 2015 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s December 3, 2015 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement.
- 3.3 “Commencement Date”: February 1, 2016.
- 3.4 “Termination Date”: January 31, 2021.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below. The executed agreement will be for a period of two years and the City Manager may extend this agreement at his discretion for two (3) extensions of one year each under the same terms and conditions.

**5. CONSULTANT’S SERVICES**

- 5.1 Time is of the essence in Consultant’s performance of services under this

Agreement.

- 5.2 Consultant shall perform the services identified in the Scope of Services. Since the nature of work to be performed is critical to the City's water operations, the consultant shall respond immediately to any work requests initiated by the City, and shall mobilize to perform all necessary work in an expeditious manner and no later than 48 hours upon the City's written request. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$50,000.00 unless specifically approved in advance and in writing by City. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached 80% of the maximum amount payable. Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete is current assignments before proceeding, when the remaining work would exceed the maximum amount payable.
- 5.3 Consultant shall obtain a City business license prior to commencing, and maintain said license for the duration of, performance under this Agreement.
- 5.4 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.5 Consultant represents that it has advised City in writing prior to the date of signing of this Agreement of any known relationships with a third party, City Council members, or employees which would (1) present a conflict of interest entering into or rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.6 Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between City's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform City, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or a potential conflict of interest
- 5.7 Consultant represents that it has, or will secure at its own expense, all personnel

required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Michael Bodart shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

- 5.8 Consultant has represented to the City that key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.10 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments or other compensation to all subconsultants performing services under this Agreement. City shall not be liable for any payment or other compensation for any subconsultants.
- 5.11 Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.12 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

## **6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

- 6.2 Consultant shall submit to City an invoice, on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable, services rendered during the billing period and the amount due, for this invoice, and total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, corresponding hourly rate, hours worked, description of each labor charge, and total amount due for labor charges. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought.
- 6.3 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis using Consultant's Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable to be exceeded.
- 6.4 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

## **7. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## **8. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed 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. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## **9. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to 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 represent that it is, or that any of its agents or employees

are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned Public Employees Retirement System (PERS) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

#### **10. AGREEMENT ADMINISTRATOR**

In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator. For purposes of this Agreement, City designates Paul Toor as the Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

#### **11. INDEMNIFICATION**

- 11.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 11.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, 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, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees,

defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.3 City shall have the right to offset against 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 11 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 11.4 The obligations of Consultant under this Section 11 are not 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.
- 11.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 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. If Consultant fails to obtain such indemnity obligations from others as required herein, 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.
- 11.6 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.
- 11.7 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 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.

- 11.8 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.

## **12. INSURANCE**

- 12.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 12.2 Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
- 12.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 12.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 12.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 12.3.3 Worker's Compensation insurance as required by the laws of the State of California.
- 12.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 12.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants.

- 12.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 12.6 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 12.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 12.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 12.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 12.10 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 12.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 12.13 Procurement of insurance by Consultant shall not be construed as a limitation of

Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.

12.14 Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under the Agreement.

12.15 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City

12.15.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

12.15.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

12.16 City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

### **13. MUTUAL COOPERATION**

13.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

### **14. CONFIDENTIALITY**

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 prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

### **15. RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall

further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

**16. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**17. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of South Pasadena  
1414 Mission Street  
South Pasadena CA 91030  
Telephone: (626) 403-7240 x \_\_\_\_  
Facsimile: (626) 403-7241

If to Consultant:

*Michael Bodart, President*  
*159 N. Acacia Street*  
*San Dimas, CA 91773*  
Telephone: (909) 599-9606  
Facsimile: (909) 599-6238

With courtesy copy to:  
Teresa L. Highsmith, Esq.  
South Pasadena City Attorney  
Colantuono, Highsmith & Whatley, P.C.  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
Telephone: (213) 542-570  
Facsimile: (213) 542-5710

**18. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 11, Section 12, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

**19. TERMINATION**

- 19.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 19.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

## **20. GENERAL PROVISIONS**

- 20.1 Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 20.2 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 20.3 This Agreement shall be binding on the successors and assigns of the parties.
- 20.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 20.5 Time is of the essence for each and every provision of this Agreement.
- 20.6 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, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

- 20.7 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 20.8 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 20.9 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 20.10 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 20.11 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.

20.13 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

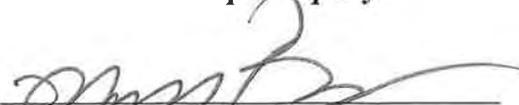
20.14 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of South Pasadena**

**“Consultant”**  
**General Pump Company**

By: \_\_\_\_\_

By:   
Michael Bodart, *President*

Date: \_\_\_\_\_

Date: 1/15/16

Attest:

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

General Pump Company agrees to provide the City of South Pasadena with as-needed services for maintenance and repairs to all of its water operation assets. Service and repairs shall include but not be limited to all City owned and operated wells, pumps, and other water related appurtenances as listed below. For purposes of reference, additional information relating to General Pump Company is attached based on their proposal dated December 3, 2015.

### City of South Pasadena Well, Motor List

SITE	Motor Make	HP	VOLTS	Pump Make	Type	RPM	SIZE
<b>Wilson Reservoir</b>							
Well 2							
Well 3	US Motor	300	460	Flowserv	Vertical turbine	1,775	12"
Well 4	G.E.	200	460	Flowserv	Vertical turbine	1,740	12"
<b>Wilson Reservoir</b>							
Booster Motor A	GE	150	460	Peerless	Horizontal split case	1,790	10"
Booster Motor B	W.H.	300	460	Peerless	Horizontal split case	1,775	12"
Booster Motor C	GE	250	440	Peerless	Horizontal split case	1,465	12"
<b>Graves Reservoir</b>							
Well 2	GE	250	440	Flowserv	vertical turbine		12"
<b>Graves Reservoir</b>							
Booster Motor A	Byron Jackson	100	440	Byron Jackson	submersible	1,800	10"
Booster Motor B	Byron Jackson	125	460	Byron Jackson	submersible	1,800	10"
<b>Garfield Reservoir</b>							
Booster Motor A	GE	100	460	Fairbanks	horizontal split case	1,780	6"
Booster Motor B	US	100	460	Goulds	horizontal split case	1,775	6"
<b>Grand Reservoir</b>							
Booster Motor A	GE	125	460	sulzer	vertical turbine	1,790	10"
Booster Motor B	GE	125	460	sulzer	vertical turbine	1,790	10"
Booster Motor C	GE	125	460	sulzer	vertical turbine	1,790	10"
<b>Westside Reservoir</b>							
Booster Motor A	US	150	460	Byron Jackson	horizontal split case	3,540	10"
Booster Motor B	US	150	460	Byron Jackson	horizontal split case	3,531	10"
<b>Indiana Station</b>							
Booster Motor A	Marathon	150	460	Aurora	horizontal split case	1,780	10"
Booster Motor B	Marathon	150	460	Aurora	horizontal split case	1,780	10"



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

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215  
[www.genpump.com](http://www.genpump.com)

WELL & PUMP SERVICE SINCE 1952  
*Serving Southern California and Central Coast*

Lic. #496765

December 3, 2015

*Via Hand Delivery*

City of South Pasadena  
Public Works Department  
1414 Mission Street  
South Pasadena, California 91030  
*Attn: Public Works Director*

***Subject: RFP - As-Needed Services for Well Maintenance and Repairs***

General Pump Company is pleased to submit the enclosed Proposal regarding the above referenced project.

General Pump Company and the City of South Pasadena's relationship and trust have continued for over sixty (60) years. We have detailed records for all of the City's wells and pumps. In most cases, General Pump not only performed the maintenance on your pumping systems, but also did the engineering work. GPC Engineering is included at no extra cost for your projects. This gives the City ***single-source*** responsibility. General Pump Company is the only well & pump service company in Southern California that has a staff of experienced civil and mechanical engineers who are ***specialized*** and are 100% dedicated to well and pump service. The ***No Cost Engineering*** work can save the City thousands of dollars per project. The City will also see a reduced cost for supplies due to our reduced travel time as compared to our competitors. Labor and equipment costs are based on portal-to-portal hourly cost (see attached ***discounted*** rate sheet).

General Pump is certified by Byron Jackson pumps (Flowserve) to install and repair these special submersible pumps. There are only two (2) companies approved by the factory to work on these pumps. The City also runs GPC water flush pumps. These special type of well pumps are designed by General Pump and we manufacturer many of the proprietary parts in our San Dimas facility.

As part of this Agreement, General Pump discounted our standard published rate sheet by 15%.

General Pump Company is looking forward to continuing our great working partnership. Please contact us if you have any questions or need additional information. Thank you.

*Michael Bodart*

Michael Bodart  
President / Director of Engineering



## TEAM ORGANIZATION

**Step 1:** Calls for service are taken by one of our engineers. This step is important and based on the issue may require further field inspections, testing, evaluation of data (City and GPC), and a meeting with one of our experienced engineers.

Based on our evaluation, we will submit options for the City to consider. Each option requires a discussion of **Risk, Benefit, and Cost**. As more information and test data becomes available, the course of action may change. Each change requires GPC's engineers to reevaluate and discuss options.

*CEO/Mechanical Engineer (45 years experience):* Reviews overall projects and direction of the company and is involved in the more complicated system or pump design projects.

*President/Director of Engineering (30 years experience):* General oversight of all GPC projects and project management team, and engineering.

*Project Managers / Engineers (20-30 years experience) (Outside):* Meet with customers, prepare solutions and options, and evaluate system problems along with pump and well problems.

*Project Managers / Engineers (5-15 years of experience) (Inside):* Answer customer's technical questions, perform engineering, support outside project managers / engineers, and work closely with our field foremen, job plans and schedules.

*Operation Manager (30 years of experience):* General oversight of field and shop operations; includes quality control, technical assistance, and equipment allocations for projects.

*Senior Pump Engineer (30 years of experience):* Performs detailed engineering evaluations, pump inspections, and submits recommendations to project managers / engineers.

*Hydrogeologist (20 years experience):* Reviews well rehabilitation processes, down hole testing, and submits recommendations.

*Field Technicians, Foremen, Electricians, Certified Welders, Certified Crane Operators, and 40-hour HAZMAT certified (10-30 years experience):* Play an important role in the job planning, inspections, quality control, and solutions to the issues being discussed.

General Pump Company acquires only professional and experienced personnel to service our customers.

EXHIBIT B  
APPROVED FEE SCHEDULE



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

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

**Rates below have been Discounted 15% for the City of South Pasadena**

**(Effective January 1, 2014)**

3-Man Crew & Standard Pump Pulling Rig .....	\$336.00 per Hour
1 Operator & 40-Ton Crane.....	\$276.00 per Hour
1-Man Crew, Service Support Rig for the 40-Ton Crane.....	\$123.00 per Hour
2-Man Crew & Combination Rig .....	\$268.00 per Hour
2-Man Crew & Standard Pump Pulling Rig .....	\$254.00 per Hour
Wire Brush or Swab Rental .....	\$476.00 Each
Flatbed Truck & Driver .....	\$118.00 per Hour
Rotary Crane (up to 17-ton) & 1-Man Crew .....	\$183.00 per Hour
Rotary Crane & 2-Man Crew .....	\$263.00 per Hour
Service Truck & 1 Pump Mechanic, Electrician or General Services.....	\$121.00 per Hour
Service Truck & 1 Pump Mechanic & Helper.....	\$217.00 per Hour
Shop Labor – Pump Mechanic .....	\$88.00 per Hour
Shop Labor – Machinist or Welder .....	\$88.00 per Hour
Overtime & Saturdays .....	Add \$47.00/Man Hour
Sundays & Holidays .....	Add \$94.00 per Man Hour
Control & Instrument Specialist .....	\$127.00 per Hour
Additional Helper .....	\$85.00 per Hour
Video Log – Color with Downhole and Side-Scan .....	\$935.00 per DVD
Re-Video Log – Color with Downhole and Side-Scan .....	\$850.00 per DVD
Dynamic Video with Mini Camera.....	\$1,658.00 per DVD
Dynamic Video with Engineering or Hydrogeology Support .....	\$2,338.00 per DVD
Test Pump – Above 300-Hp Engine .....	\$272.00 per Hour
Test Pump – Below 300-Hp Engine .....	\$234.00 per Hour
1-Man Crew & Chemical Distribution Trailer, with Safety Equipment.....	\$208.00 per Hour
Engineering and Hydrogeology Support .....	Per Job Basis

**FIELD RATES ARE PORTAL TO PORTAL**

For additional information on *General Pump Company, Inc.* or to speak with one of our qualified Engineers, please contact us at:

**GENERAL PUMP COMPANY, INC.**

**159 North Acacia Street, San Dimas, California 91773**

**Phone: (909) 599-9606 • Fax: (909) 599-6238 • E-mail: [engineering@genpump.com](mailto:engineering@genpump.com)**

# NON-COLLUSION DECLARATION

TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of General Pump Co., Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/15/16 [date], at San Dimas [city], CA [state]."

 1/15/16  
Signature      DATE

Michael Bodart  
Printed Name of Signatory

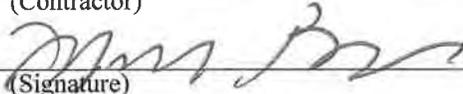
**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: 1/15/16

General Pump Co. Inc.  
(Contractor)

By:   
(Signature)  
President  
(Title)

Attest:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Liberty Company Insurance Brokers CA License #0D79653 21820 Burbank Blvd Suite 330 Woodland Hills CA 91367	<b>CONTACT NAME:</b> Sherri Ben-Nun <b>PHONE (A/C, No, Ext):</b> (818) 914-3960 <b>E-MAIL ADDRESS:</b> sherri@libertycompany.com	<b>FAX (A/C, No):</b> (866) 835-6983
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> General Pump Company, Inc. 159 North Acacia Street San Dimas CA 91773	<b>INSURER A:</b> Travelers Property Casualty Co of	<b>NAIC #</b> 25674
	<b>INSURER B:</b> The Travelers Ind Co of CT	<b>NAIC #</b> 25682
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 15/16 Master GL/AUTO/WC/UMB      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Insured	X	Y	6306929N819TIL15	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8106929N819TIL15	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP6929N819TIL15	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB5946N799TIL15	6/1/2015	6/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Where required by written contract, Certificate Holder is named as Additional Insured as respects operations of the Named Insured as their interest may appear per Form CG D2 46 08 05; Blanket waiver of subrogation for General Liability applies per form CG 24 04 05 09; and waiver of subrogation for Workers' Compensation applies per Form WC 99 03 76 (00).

<b>CERTIFICATE HOLDER</b>  City of South Pasadena 825 Mission Street South Pasadena, CA 91030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Sherri Ben-Nun/KELLY <i>Sherri Ben-Nun</i>

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

## BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - I. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - II. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
5. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: 6306929N819TIL15

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization for which the named insured has agreed by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

1002000802067606691646





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 (00) - 001**

**POLICY NUMBER: ( UB5946N799TIL15 )**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \$ . % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE NAMED INSURED HAS  
AGREED BY WRITTEN CONTRACT  
EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER



City of South Pasadena  
Management Services Department

# Memo

**Date:** January 20, 2016  
**To:** The Honorable City Council  
**From:** Lucy Demirjian, Assistant to the City Manager   
**Via:** Sergio Gonzalez, City Manager   
**Re:** January 20, 2016 City Council Meeting, Additional Document for Item No. 16 – First Reading and Introduction of an Ordinance Amending the South Pasadena Municipal Code Chapter 36 (Zoning) and Chapter 17 (Health and Sanitation) Related to the Regulation of Massage Establishments and Repealing Ordinance No. 2267

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Attached is a revised proposed Massage Ordinance.

The changes are, as follows:

1. 17.14: eliminate the term “massage technician permit.”
2. 17.15(b): prohibit issuance of a CUP to a proposed massage establishment located within a radius of 1,000 feet from an existing legally operating massage establishment. *(This provision is added for discussion, as the request of the Mayor and another Councilmember).*
3. 17.15(d): clean up to eliminate references to a “massage technician permit,” since City never issued any.
4. 17.17(e): clarify that when the word “applicant” is used, it means all owners of the business
5. 17.17 (e)(8, 9, 10, 11 and 12): clarify specific application requirements apply to each business owner and (in some cases) to the proposed operator or manager

Additional Material  
AGENDA ITEM # 10  
1/20/16 City Council Mtg.

6. 17.22(h): correct limitations on time of operation. It should be 7:00 a.m. to 10:00 p.m. regardless of whether the massage is done as an outcall.
7. 7.25(a): clarify that a change in ownership must be reported to Chief of Police to keep permits in good standing (e.g., any change in ownership—not just due to when an owner dies—which is an example of when a change in ownership notice is required).
8. 17.32(d): eliminate this sub-section as it referred to wearing a “massage technician permit” on the massage technician’s person. Such permits were never issued by the City.
9. 17.48(f): clarify that liability for City’s enforcement costs applies to City abatement and code correction actions.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
REPEALING ARTICLE II (MASSAGE ESTABLISHMENTS),  
ADDING A NEW ARTICLE II (MASSAGE ESTABLISHMENTS), AND  
ADDING A NEW ARTICLE III (DEEMED APPROVED MASSAGE  
ESTABLISHMENTS) OF CHAPTER 17 (HEALTH AND SANITATION),  
AMENDING SECTION 36.700.020 (DEFINITIONS OF SPECIALIZED TERMS  
AND PHRASES) OF ARTICLE VII (DEFINITIONS) OF CHAPTER 36 (ZONING)  
BY ADDING A NEW DEFINITION OF "MASSAGE ESTABLISHMENT" AND  
DELETING "MASSAGE" FROM THE DEFINITION OF "PERSONAL  
SERVICES," AMENDING SECTION 36.230.030 ("COMMERCIAL DISTRICT  
LAND USES AND PERMIT REQUIREMENTS") TABLE 2-4 OF CHAPTER 36  
("ZONING") OF THE SOUTH PASADENA MUNICIPAL CODE,  
AND REPEALING ORDINANCE NO. 2267 MORATORIUM  
ON ESTABLISHMENT OR EXPANSION OF  
MASSAGE ESTABLISHMENTS**

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

**SECTION 1.** South Pasadena Municipal Code (SPMC) Article II ("Massage Establishments"), of Chapter 17 ("Health and Sanitation") is repealed and replaced with a new Article II ("Massage Establishments") to read:

**ARTICLE II. MASSAGE ESTABLISHMENTS**

**17.13 Findings and purpose.**

The City Council finds and declares as follows:

- (a) The permit requirements and restrictions imposed by this chapter are reasonably necessary to protect the health, safety and welfare of the citizens of the City.
- (b) The City is authorized, by virtue of the Constitution of the state of California, and Section 51031 of the California Government Code, to regulate massage establishments by imposing reasonable standards for, and conditions on, the operation of massage establishments.
- (c) There is opportunity for acts of prostitution and other unlawful sexual activity to occur in massage establishments. Courts have long recognized massage as a pervasively regulated activity and that massage establishments have been known to be brothels in disguise. The establishment of reasonable standards for issuance of permits and restrictions on operations would serve to reduce the risk of illegal activity.

- (d) The restrictions and requirements contained in this chapter are intended to reduce the burden of massage establishment regulation on the police department.
- (e) The regulations and restrictions contained in this chapter are intended to discourage massage establishments from degenerating into houses of prostitution and the means utilized in this chapter bear a reasonable and rational relationship to the goals sought to be achieved.

#### **17.14 Definitions.**

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“Adult oriented merchandise” means sexually oriented implements or paraphernalia, such as, but not limited to: dildos, auto sucks, sexually-oriented vibrators, Ben Wa balls, inflatable orifices, anatomical balloons with orifices, simulated and battery operated vaginas, and similar sexually-oriented devices which are designed or marketed primarily for the stimulation of human genital organs or sado-masochistic activity.

“Chief of Police” means the Chief of Police of the City of South Pasadena, or designee.

“City” means the city of South Pasadena.

“City Council” means the City Council of the City of South Pasadena.

“City Manager” means the City Manager of the City of South Pasadena, or designee.

“Conviction,” or “convicted” means a guilty plea, guilty verdict or a conviction following a plea of nolo contendere.

“Customer area” means areas open to customers of the establishment or the general public.

“Employee” means any and all persons, other than an operator or manager, who renders any service, with or without compensation, for the owner, operator, manager or agent of either an owner, operator or manager of a massage establishment and who has no physical contact with customers or clients. For purposes of this chapter the term “employee” shall include independent contractors.

“Health department” means the Department of Public Health, County of Los Angeles.

“Lobby” means one room or designated area, adjacent to a public entry, which is used for an entry or waiting room for customers or other persons authorized to enter the premises.

“Manager” means the person(s) designated by the operator of the massage establishment to act as the representative and agent of the operator in managing day-to-day operations with corresponding liabilities and responsibilities. Evidence of management includes, but is not limited to, evidence that the individual has the power to direct or hire and dismiss employees, control hours of operation, create policy or rules or

purchase supplies. A manager may also be an owner. A manager must meet the standards and qualifications of sections 17.17 and 17.18 to qualify as a manager.

“Massage” means any method of manipulating the soft tissues of the human body for remedial, health, hygienic, relaxation or any other reason or purpose, whether by means of pressure on, friction against or stroking, kneading, tapping, pounding, vibrating, rubbing or any other manner of touching external parts of the human body with the hands, or with the aid of any mechanical or electrical apparatus or appliance, with or without supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powder, cream, ointment or other similar preparations commonly used in this type of business or trade.

“Massage certificate” means a certificate to practice massage, issued by the California Massage Therapy Council (CAMTC) pursuant to the California Business and Professions Code sections 4600 et seq.

~~“Massage technician permit” means a permit to practice massage, issued by the Chief of Police prior to March 1, 2013, in lieu of a massage certificate.~~

“Massage establishment” means any enterprise or establishment having a fixed place of business conducted within the City of South Pasadena, where any person, firm, association, partnership, corporation, or combination of individuals, engages in, conducts, carries on or permits to be conducted or carried on, for money or any other consideration, the administration to another person of a massage, bath or health treatment involving massages or baths including, but not limited to, fomentation, electric or magnetic treatments, alcohol rubs, or any other type of system for treatment or manipulation of the human body with or without any character of bath, such as Turkish, Russian, Swedish, Japanese, vapor, shower, electric tub, sponge, mineral, fomentation, or any other type of bath.

“Massage room” means a cubicle, booth, room or enclosed or semi-enclosed area within a massage establishment where massage services are performed on patrons.

“Massage technician” means any person who administers to another person a massage as defined herein, within a massage establishment for any form of consideration or in exchange for anything of value whatsoever. The terms “massage therapist,” “massage practitioner,” “massage trainee,” “masseur” or “masseuse” are included within this definition for purposes of this chapter.

“Operator” means all persons who have an ownership interest in the massage establishment. An operator may also be a manager or an owner. A proposed operator shall provide all of the information required for and meet all of the standards set forth in sections 17.17 and 17.18 to qualify as an operator.

“Operator’s permit” means the permit issued pursuant to the provisions of this chapter required to operate or manage a massage establishment.

“Out call massage” means a massage performed or administered for money or other consideration by a licensed massage technician at a location other than a licensed massage establishment.

“Owner” means the individual(s) whose name appears on the city business license and includes any and all persons who have any ownership interest in a massage establishment. An owner may also be an operator or manager.

“Person” means any natural person, individual, or corporation, partnership, association or other group or combination of individuals acting as an entity.

“Police department” means the police department of the City of South Pasadena.

"Specified anatomical areas" means and includes any of the following human anatomical areas: genitals, pubic regions, anuses, and female breasts below a point immediately above the top of the areola.

#### **17.15 Permits required.**

- (a) Operator’s Permit. Except as otherwise provided herein, it shall be unlawful for any person to engage in, conduct or carry on, or to permit the engagement in, conduct of or carrying on the business or operation of a massage establishment within the City without first obtaining an operator’s permit pursuant to the provisions of this Chapter, and complying with all other applicable provisions of this Code, including, but not limited to, securing the necessary business licenses as required by Chapter 18 of this Code.
- (b) Conditional Use Permit. A Massage Establishment may operate only in zones for which such use is permitted pursuant to Chapter 36 of this Code, and only with a valid Conditional Use Permit. Any Conditional Use Permit issued for a Massage Establishment shall expire upon the revocation, termination or expiration of the Operator’s Permit for the Massage Establishment. No Conditional Use Permit shall be approved for any massage establishment proposed to be located with a radius of 1,000 feet from any existing legally operating massage establishment.
- (c) All persons or businesses providing massage to the public for any form of compensation shall apply for and obtain a business license pursuant to Chapter 18 of this Code.
- (d) A massage certificate. ~~Effective March 1, 2013, no new or renewed massage technician permit can be issued; thereafter, n~~ No massage technician may practice massage in the City of South Pasadena without first obtaining a massage certificate, ~~regardless of issuance of a massage technician permit prior to March 1, 2013.~~

#### **17.16 Exceptions.**

The requirements of this chapter shall not apply to the following individuals while engaged in performing the duties of their respective professions:

- (a) Physicians, surgeons, chiropractors, physical therapists or osteopaths duly licensed to practice their respective professions in the State of California. This exemption only applies if the massage is performed by the licensed professionals or by a staff member of said licensed professionals in the course of treatment prescribed by said professional and only when the prescribing professional is present on the premises;
- (b) Acupuncturists who are duly licensed to practice their respective profession in the State of California. The exemption herein only applies if the massage therapy is performed by the licensed acupuncturist professional to the treated portion of the patient's body. If a duly licensed acupuncturist wishes to provide massage therapy by another individual(s), said individual(s) must obtain and possess a valid massage certificate and the acupuncturist office must obtain an operator's permit from the City of South Pasadena in compliance with all codes and the California Acupuncture Board;
- (c) A registered or licensed vocational nurse working on the premises of, and under the direct supervision of, a state licensed physician, surgeon, chiropractor or osteopath. Practical nurses or other persons not licensed by the state of California under Division 2 of the California Business and Professions Code or the CAMTC under California Business and Professions Code sections 4600 et seq., whether or not employed by physicians, surgeons, chiropractors, osteopaths, acupuncturists, or physical therapists, may not provide massage services or act as a massage technician;
- (d) Hospitals, nursing homes, sanatoriums, or other health care facilities duly licensed by the State of California;
- (e) Barbers, beauticians and manicurists who are duly licensed by the State of California while engaging in the practice within the scope of their respective licenses, except that this exemption applies solely for the massaging of the neck, face or scalp of the customer or client of said barber or beautician or in the case of a licensed manicurist, the massaging of the forearm, hands, calves or feet;
- (f) Coaches and trainers while acting within the scope of their employment at an accredited high school, junior college, college, or university ;
- (g) Trainers of amateur, semi-professional or professional athletes or athletic teams while acting within the scope of their role as trainer.

**17.17 Operator's permit—Application.**

- (a) Any person desiring to obtain a permit to operate a massage establishment shall submit a written application, signed under penalty of perjury to the finance director using a form specifically adopted by the finance director for that purpose. The application shall be accompanied by a nonrefundable filing fee established by resolution of the City Council to defray the cost of the investigation required by this chapter.

- (b) The application shall be completed and signed by the owner of the proposed massage establishment, if a sole proprietorship, or, if the applicant is a corporation or partnership, it shall designate one of its officers or general partners as its authorized representative. The authorized representative shall complete and sign all application forms required for an individual applicant under this chapter.
- (c) The application and fee required pursuant to this section shall be in addition to any other license, permit or fee required by any other chapter of this Code or ordinance hereafter adopted. Only one application fee shall be charged regardless of the number of owners or operators designated in the application.
- (d) The application for a permit does not authorize the operation of a massage establishment unless and until such permit has been properly granted, nor does the possession of a valid operator's permit authorize the possessor to perform work for which a massage certificate is required.
- (e) The application for an operator's permit shall contain or be accompanied by the following information, which shall be required of each owner of the business whenever required of the "applicant":
  - (1) The type of ownership of the business (individual, partnership, corporation or otherwise):
    - (A) If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation or charter together with the state and date of incorporation and the names and residence addresses of each of its current officers, directors and each stockholder holding more than five percent of the stock of that corporation,
    - (B) If the applicant is a partnership, the application shall set forth the name and residence addresses of each of the partners, including limited partners,
    - (C) If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership filed with the Secretary of State. If one or more of the partners is a corporation, the provisions of this subsection pertaining to corporations shall apply;
  - (2) The true full and precise name under which the massage establishment is to be conducted;
  - (3) The present or proposed address where the massage establishment is to be conducted and all telephone numbers for the massage establishment;
  - (4) A complete current list of the names and residence addresses of all proposed massage technicians, aides, trainees and other employees who are or will be employed in the massage establishment, if known. If not known at the time of submission of the application, the applicant shall provide the required information no later than ten calendar days prior to opening for business;

- (5) The name and residence addresses of the proposed operator or manager who will be principally in charge of the operation of the massage establishment;
- (6) A description of any other business operated on the same premises as the proposed massage establishment, or within the city or the state, which is owned or operated by the owner or operator;
- (7) The name and address of the owner and lessor of the real property upon or in which the proposed business is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied by a copy of the lease and a notarized affidavit from the owner of the property acknowledging that a massage establishment will be located on his or her property;
- (8) The complete business, occupation and employment history for eight years preceding the date of application for the applicant and proposed operator or manager, including, but not limited to, a massage establishment or similar type of business history and experience of the applicant and proposed operator or manager;
- (9) The complete massage permit history for the applicant and proposed operator or manager; whether such person has ever had any similar type of permit or license issued by any agency, board, city, county, territory or state; the date of issuance of such a permit or license, whether the permit or license has been or was ever denied, revoked or suspended; if a vocational or professional license or permit has been or was ever denied, revoked or suspended; if the applicant has ever been required to surrender a permit or license as a result of pending criminal charges or in lieu of said permit or license being suspended or revoked and the reason therefor;
- (10) All criminal convictions of the applicant, including pleas of nolo contendere, within the last ten years including those convictions dismissed or expunged pursuant to Penal Code Section 1203.4, but excluding minor traffic violations, and the date and place of each such conviction and reason therefor;
- (11) A complete set of fingerprints taken by the police department for each applicant business owner. The applicant shall be responsible for payment of any fingerprinting fee;
- (12) Two portrait photographs at least two inches by two inches in size taken within the last month for each applicant business owner;
- (13) Authorization for the City, its agents and employees to seek verification of the information contained in the application;
- (14) Such other identification and information as the Chief of Police may reasonably require in order to discover the truth of the matters herein specified and as required to be set forth in the application;

- (15) A statement in writing and dated by the person providing the information that he or she certifies under penalty of perjury that all information contained in the application is true and correct;
  - (16) A certificate of compliance from any department or agency with authority or jurisdiction over the building in which the massage establishment is to be located, including but not limited to, the City's planning and building department, must be submitted prior to the application's final approval. Any required inspection fees shall be the sole responsibility of the applicant. If the certificates of compliance are not received by the finance director or his or her designee, within ninety calendar days of the date of filing of the application, said application shall be deemed void. If any land use permit or other entitlement for the use of the property as a massage establishment is required, such permit or use entitlement shall be obtained by the applicant prior to the massage establishment permit becoming effective.
- (f) Every owner and operator shall also provide the following personal information:
- (1) The owner or operator's full, true name and all aliases used;
  - (2) Date and place of birth, California driver's license, California identification card, Social Security card and resident alien card, if applicable;
  - (3) The current residence address and residence telephone number and all previous residential addresses for a minimum of eight years immediately preceding the present address of the applicant and the dates of residence for each address;
  - (4) Acceptable written proof that the owner and operator is at least eighteen years of age;
  - (5) Height, weight, gender and color of hair and eyes.
- (g) If, during the term of a permit, the permittee has any change in information submitted on the original or renewal application, the permittee shall notify the police department in writing of any such change within ten business days thereafter.
- (h) If an owner or operator also desires to act as a massage technician or out call massage technician, he or she shall also satisfy the requirements for the respective permit set forth in this chapter.

#### **17.18 Operator Examination required.**

- (a) Every operator shall be required to take and pass a written test assessing knowledge of the requirements of this chapter to ensure a complete understanding of the duties of a massage establishment owner, operator, manager or employee's respective duties prior to issuance of an operator's permit or before engaging in business as a massage establishment.

- (b) The Chief of Police shall establish standards and procedures governing administrating, grading and noticing of the examination required by this section.
- (c) The examination shall consist solely of a written test regarding the rules and regulations for massage establishments and employees as set forth in this chapter. The examination shall be prepared, conducted and graded by the City, or in its sole discretion, by a competent instructor certified by the Council for Private Post-Secondary and Vocational Education pursuant to Education Code Section 94311.1.
- (d) A score of seventy percent or better is required on each section of the written test. An applicant who fails the examination shall not be eligible to take another examination until sixty calendar days after the previous examination. An applicant who fails to pass upon a second attempt, shall not again be eligible until six months thereafter. If an applicant has three or more sustained municipal code violations during any permit period, the applicant, upon renewal, must retake and pass the written examination designated in this chapter.
- (e) The examination will be in the English language. In the event the applicant requires that any section of the examination be given in another language, the applicant shall pay any additional fees or costs for a court-certified and South Pasadena approved interpreter to interpret the examination. Proof of valid court certification must be provided to the Chief of Police prior to the administration of any such non-English language examination.

**17.19 Operator's permit—Issuance or denial.**

- (a) Upon receipt of a complete written application for a permit, the Chief of Police or designee shall conduct an investigation to ascertain whether a permit should be issued as requested. The Chief of Police or designee, shall, within ninety calendar days of receipt of an application, approve, conditionally approve or deny the application. The ninety-day period may be extended for up to thirty additional calendar days, if necessary, to complete the investigation. The Chief of Police at that time may issue such permit as requested, unless he or she makes any of the following findings:
  - (1) The applicant has not passed the written examination as required by this chapter;
  - (2) The applicant, or any of the officers or directors of the corporation, a partner or any person directly engaged or employed in the massage establishment, has within eight years preceding the date of the application:
    - (A) Been convicted of a violation of any provision of law pursuant to which a person is required to register under the provisions of Penal Code Section 290, or conduct in violation of California Penal Code Sections 266h, 266i, 314, 315, 316, 318, subsections (a), (b), (d) or (h) of Penal Code Section 647, Penal Code 288(a) or convicted of an attempt to commit, or

conspiracy to commit, any of the above mentioned offenses, or any other crime involving dishonesty, fraud, deceit, or moral turpitude or when the prosecution accepted a plea of guilty or nolo contendere to a charge of a violation of California Penal Code Sections 415, 602 or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the previously listed crimes, or any crime committed while engaged in the ownership of a massage establishment or the practice of massage,

- (B) Been convicted of a violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Section 11054, 11055, 11056, 11057 or 11058,
  - (C) Been convicted of any offense in any other state, which is the equivalent of any of the abovementioned offenses,
  - (D) Been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Sections 11225 through 11235 of the California Penal Code, or any similar provisions of law in a jurisdiction outside the state of California,
  - (E) Committed an act in another jurisdiction which, if committed in this state, would have been a violation of law and, which, if done by a permittee under this chapter, would be grounds for denial, suspension or revocation of the permit,
  - (F) Has had a massage operator or massage ~~certificatetechnician-permit~~ or other similar license or permit denied, suspended or revoked for cause by the city, any state, local agency or other licensing authority, or has had to surrender a permit or license as a result of pending criminal charges or in lieu of said permit or license being suspended or revoked,
  - (G) Has engaged in conduct, which would constitute grounds for suspension or revocation under Section 17.43 of this Chapter;
- (3) The owner or operator has made a false, misleading or fraudulent statement or omission of fact to the city in the permit application process;
  - (4) The application does not contain all of the information required by Section 17.17;
  - (5) The owner or operator is not at least eighteen years of age;
  - (6) The massage establishment as proposed does not comply with all applicable laws, including, but not limited to, health, zoning, fire and safety requirements and standards;
  - (7) The required fee(s) has not been paid or all other requirements of this chapter have not been satisfied in the time specified.

- (b) If the application is denied for failure to comply with subsection (a)(2) or (3) of this Section, the applicant may not reapply for a period of twenty-four months from the date the application was denied.
- (c) If the Chief of Police, upon completion of the investigation, determines that the applicant does not fulfill the requirements as set forth in this Chapter, the Chief of Police shall deny said application by dated written notice to the applicant. The applicant shall have the right of appeal as set forth in Section 17.39.

**17.20 Operating requirements—General conditions.**

All massage establishments shall comply with the following general conditions and any other conditions specified by the Chief of Police which are consistent with state law.

- (a) No person granted a permit pursuant to this chapter shall use any name or conduct business under any name or designation not specified in his or her permit.
- (b) No massage establishment shall employ a massage technician in that capacity who does not possess a current and valid CAMTC certification.
- (c) All massage establishments required to be licensed under this chapter shall have a manager on the premises at all times when the massage establishment is open. The operator of each massage establishment shall file a statement with the finance director or designee, designating the person or persons with power to act as a manager. The operator or on duty manager shall post, on a daily basis, the name and photograph (a minimum size of four inches by six inches) of each on-duty manager and each on-duty massage technician in a conspicuous public place in the lobby of the massage establishment. The operator, or the manager in the operator's absence, shall be responsible for ensuring compliance with this chapter.
- (d) The operator's permit shall be displayed in a conspicuous public place in the lobby of the massage establishment.
- (e) The hours of operation must be posted in the front window and clearly visible from the outside.
- (f) No massage establishment required to be licensed under this chapter shall open for business without having at least one massage technician who holds a current valid massage certificate for that specific massage establishment. There shall be at least one massage technician who holds a current valid massage certificate on the premises, and on duty, at all times when the establishment is open.
- (g) The operator or manager shall ensure that the massage certificate for each on-duty massage technician is conspicuously displayed in a public place in the lobby and that each massage technician is wearing the identification required by section 17.32(b) at all times when working in the massage establishment. Such identification shall be provided to a city official upon demand.
- (h) An operator or manager shall be responsible for the conduct of all employees while they are on the massage establishment premises. Any act or omission of any

employee or independent contractor constituting a violation of the provisions of this chapter shall be deemed the act or omission of the operator or manager for purposes of determining whether the operator's license shall be revoked, suspended, denied or renewed.

- (i) No operator or manager shall employ any person as a massage technician who does not have a massage certificate in good standing. Every operator or manager shall report to the Chief of Police or designee, any change of employees, whether by new or renewed employment, discharge or termination, on the form and in the manner required by the Chief of Police. The report shall contain the name of the employee and the date of hire or termination. The report shall be made within five calendar days of the date of hire or termination. The operator or manager shall deliver notice of the termination of any massage technician no longer employed by the operator or manager to the Chief of Police or designee, within five calendar days of termination.
- (j) All employees, including massage technicians, shall, at all times while on the business premises, wear clean clothing that is not transparent, see-through or which substantially exposes undergarments, breasts, buttocks or genitals or any manner that constitutes a violation of Section 314 of the Penal Code. Swim attire is not permitted unless providing a water-based massage modality approved by 10.5 of the Business and Professions Code. Massage technicians shall maintain the massage certificate badge visibly on their person affixed to the right front of their clothing at all times during business hours.
- (k) It is unlawful for owners or employees of massage establishments or out call massage services, or massage technicians, to conduct or allow any of the following activities:
  - (1) It is unlawful for any massage practitioner or technician or any other employee working in a massage establishment or for an out call massage service, or customers, patrons, or guests of the establishment or service, to engage in any specified sexual activities upon the premises of the massage establishment or the out call massage location.
  - (2) It is unlawful for any massage technician or other employee of a massage establishment to expose specified anatomical areas in the presence of any client, patron, customer, or guest.
  - (3) In the course of administering the massage, it is unlawful for any massage practitioner or technician or other massage establishment employee to make intentional physical contact with the specified anatomical areas of any customer, patron or guest.
- (l) The operator or manager shall maintain a register of all employees. The employee register shall be maintained on the premises for a minimum period of two years following an employee's termination. The operator or manager shall make the employee register immediately available for inspection upon demand of a

representative of the police department at all reasonable times. The employee register shall include, but not be limited to, the following information:

- (1) The name, nicknames or aliases used by an employee;
  - (2) The employee's home address and relevant phone numbers (including, but not limited to, home, cellular and pager numbers);
  - (3) The employee's age, date of birth, gender, height, weight, color of hair and eyes;
  - (4) The employee's Social Security number;
  - (5) The date of employment and termination, if any;
  - (6) The massage technician's CAMTC certification information;
  - (7) The duties of each employee.
- (m) No massage establishment shall operate as a school of massage, or use the same facilities as that of a school of massage.
- (n) At all times, the operator, manager and employees shall comply with all provisions of this Chapter and any applicable provisions of this Code.

**17.21 Operating requirements—Facilities.**

All massage establishments shall comply with the following operating requirements for facilities and any other conditions specified by the Chief of Police:

- (a) **Structure.** Massage establishments shall be carried on in a structure, which is located in a zoning district, which permits such use. When a massage establishment is newly constructed, three sets of plans shall be submitted to the city and the county health care agency for approval and shall be accompanied by the appropriate plan check fee.
- (b) **Signs.** Any signs shall be in conformance with the current sign ordinances of the city. Each operator or manager shall post and maintain, adjacent to the main entrance and the front of the business, a readable sign identifying the premises as a massage establishment. The sign, and the front of the business, shall not be illuminated by strobe or flashing lights.
- (c) **Services List.** Each operator or manager shall post and maintain a list of services available and the cost of such services in the lobby of the massage establishment in a conspicuous public place and in any other location on the premises as the operator or manager deems appropriate. No operator or manager shall permit, and no massage technician shall offer or perform, any service other than those posted.
- (d) **Lighting.** Minimum lighting for a massage establishment shall be provided in accordance with Title 24 of the California Building Code or successor provision or provisions. The lighting in each massage room shall be not less than 800 lumens and shall be activated at all times while the patron is in a massage room.

No strobe, flashing lights or dimmer switches shall be used. No colored lights shall be used nor shall any coverings be used which change the color of the primary light source.

- (e) Ventilation. The operator or manager shall provide in each massage room, minimum ventilation in accordance with the requirements of the 2013 California Building Code (CCR Title 24, Part 2, Volume 1 of 2) or successor provision or provisions.
- (f) Toilet Facilities. A minimum of one toilet and one separate wash basin shall be provided for patrons in each massage establishment, which basin shall provide soap or detergent and hot and cold running water at all times and shall be located within close proximity to the massage rooms. A permanently installed soap dispenser, filled with soap, and a single service towel dispenser shall be provided at the restroom washbasin. Bar soaps shall not be used. A trash receptacle shall be provided in each toilet room.
- (g) Bathing, Dressing and Locker Facilities. A minimum of one dressing room containing a separate locker capable of being locked, shall be provided for patrons to be served at the massage establishment. If a shower is included in the premises or otherwise required as a condition of approval, the shower facility shall be equipped with soap or detergent and hot and cold running water at all times and shall be located within close proximity to the massage rooms. Bar soaps shall not be used.
- (h) Separate Rooms. If male and female patrons are to be treated simultaneously at the same massage establishment separate massage rooms, dressing, bathing and toilet facilities shall be provided for male and female patrons. Each separate facility or room shall be clearly marked as such.
- (i) Maintenance. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected with a disinfectant approved by the county health department, as needed, but at least once each day the premises are open. All facilities for the massage establishment must be in good repair and shall be thoroughly cleaned and sanitized at least on a daily basis when the business is in operation. All walls, floors and ceilings of each restroom and shower area shall be constructed with materials that are smooth and easily cleanable. No carpeting shall be installed in any of these specified areas.
- (j) Massage Tables. A massage table shall be provided in each massage room and all massages shall be performed on the massage table. The tables should have a minimum height of eighteen inches. Two-inch thick foam pads with a maximum width of four feet may be used on a massage table and must be covered with durable, washable plastic or other waterproof material acceptable to the county health department. Beds, floor mattresses and waterbeds shall not be permitted on the premises.

- (k) Front Door. One front door that enters into the lobby or other waiting room shall be provided for customer use. All customers and any other persons other than employees shall be required to enter and exit through the front door of the establishment.

**17.22 Operating requirements—Operations.**

All owners, operators and managers, including those that have a massage certificate, shall comply with the following operating requirements and any other conditions specified by the Chief of Police.

- (a) Equipment. Each operator or manager shall provide and maintain on the premises adequate equipment for disinfecting and sterilizing instruments used in massage.
- (b) Linen. Common use of towels or linen shall not be permitted. Towels and linen shall be laundered or changed promptly after each use. Separate enclosed cabinets shall be provided for the storage of clean and soiled linen and shall be plainly marked “clean linen” and “soiled linen” and shall have doors or covers.
- (c) Living Quarters Prohibited. No person or persons shall be allowed to reside, dwell, occupy or live inside the massage establishment at any time. Living quarters, if any, shall be completely separate from the massage establishment.  
Alcoholic Beverages and Drugs. No person shall enter, be in or on, or remain in or on, any part of a massage establishment while in possession of, consuming, using or under the influence of, any alcoholic beverage or controlled substance. The operator or manager shall be responsible to ensure that no such person shall enter or remain upon the premises of the massage establishment. Service of alcoholic beverages is prohibited.
- (d) Adult Oriented Merchandise Prohibited. The use or possession of adult oriented merchandise in or on any part of a massage establishment is prohibited.
- (e) Recordings. No electrical, mechanical or artificial device shall be used by the operator or manager or any employee of the massage establishment for audio or video recording or for monitoring the performance of a massage, or the conversation or other sounds in the massage rooms without the knowledge and written consent of the patron.
- (f) Client Draping. Massage clients must wear some form of clothing or draping which ensures coverage of the genital area, anus and female breasts. No common use of such coverings shall be permitted and re-use is specifically prohibited unless adequately cleaned prior to its re-use.
- (g) Records. Every operator or manager shall keep a record of the dates and hours of each treatment or service, the name and address of the patron, the name of technician administering such service and a description of the treatment or service rendered. A short medical history form shall be completed by the operator or manager to determine if the patron has any communicable diseases, areas of pain, high blood pressure or any physical condition which may be adversely affected by

massage. These records shall be prepared prior to administering any massage or treatment and shall be retained for a period of twenty-four months after such treatment or service. These records shall be open to inspection upon demand only by officials charged with enforcement of this chapter or emergency personnel for emergency purposes and for no other purpose. The police department may periodically inspect the records to ensure compliance with this section. The information furnished or secured as a result of any such records shall be used only to ensure and enforce compliance with this chapter, or any other applicable state or federal laws and shall remain confidential. Any unauthorized disclosure or use of such information by any officer or employee of the city shall constitute a misdemeanor.

- (h) Hours of Operation. Massage operations shall be carried on or conducted, and the premises shall be open, only between the hours of seven a.m. and ten p.m. The operator or manager must advise the city, in writing, at the time of submission of the application for a massage establishment permit of the hours of operation within the times set forth above. The operator or manager shall notify the city, in writing, at least thirty calendar days prior to the date of the effective change, of any changes in the hours of operation. No person shall operate a massage establishment or administer a massage in any massage establishment or administer a massage pursuant to an off premises massage permit between the hours of ~~seven-ten~~ p.m. and seven a.m. A massage begun any time before seven ~~ten~~ p.m. must nevertheless terminate at ~~seven-ten~~ p.m. All customers, patrons and visitors shall be excluded from the massage establishment during these hours and be advised of these hours. The hours of operation must be displayed in a conspicuous public place in the lobby within the massage establishment and in the front window clearly visible from the outside.
- (i) Advertising. No massage establishment shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective customers or clients that any service is available other than those services described in this chapter and posted on the premises as required by this chapter, nor shall any massage establishment employ language in the text of any advertising that would reasonably suggest to a prospective patron that any service is available other than those services described in this chapter and posted on the premises as required by this chapter.
- (j) Handicapped Areas. All massage establishments must comply with all state and federal laws and regulations for handicapped customers.
- (k) Compliance. Proof of compliance with all applicable provisions of this Code shall be provided to any city official charged with enforcing or administering the provisions of this Chapter.
- (l) Doors. All exterior doors (except back or rear exterior doors used only for employee entrance to and exit from the massage establishment) shall remain

unlocked during business hours unless the massage establishment is a sole proprietor with no employees or independent contractors. All interior doors (other than bathroom doors), including but not limited to all doors leading to customer areas, the front reception, hallway or front exterior doors, shall not have any locking mechanisms. A door leading from the lobby area to customer areas, if any, shall not have any locking mechanism or be capable of being locked or blocked to prevent entry, in any manner.

- (m) **Massage and Dressing Room Doors.** All massage and dressing rooms shall be screened off by curtains, draw drapes, or in the alternative, swinging doors.. No massage may be given within any massage room within a massage establishment, which is fitted with a door capable of being locked.
- (n) **Access.** No person(s) other than the owner, operator, operator's employees, holders of valid massage certificates and customers will be allowed beyond the front lobby, which lobby shall be located directly inside the front door entrance, during the hours of operation. Any other person(s) found beyond the first interior door leading to the inside of the business including, but not limited to, hallways, massage rooms, reception or business offices or lounge area will be in violation of this section. Entry doors to any room shall not be obstructed by any means.
- (o) **Discrimination.** No massage establishment may discriminate or exclude patrons on the basis of race, sex, religion, age or handicap.
- (p) **Notices.** The following notice shall be posted in a conspicuous place in the massage establishment that is easily visible to any person entering the premises and in each massage room:

#### NOTICE TO ALL PATRONS

THIS MASSAGE ESTABLISHMENT AND THE MASSAGE ROOMS ARE NOT LOCKED FOR YOUR SAFETY AND PROTECTION. THIS ESTABLISHMENT IS SUBJECT TO INSPECTION BY THE SOUTH PASADENA POLICE DEPARTMENT WITHOUT PRIOR NOTICE.

The language for said notice set forth above may be amended by the Chief of Police. Every owner, operator or manager required to post such notice shall be required to pay for the cost of any and all notices required by this Section.

#### **17.23 Inspections.**

- (a) The Chief of Police and the County Health Department, or their authorized representatives, shall have the right to enter the massage establishment at any time during business hours for the purpose of making reasonable unscheduled inspections to observe and enforce compliance with applicable regulations, laws, and provisions of this Chapter. During an inspection, the police department may also verify the identity of all employees.

- (b) The City's Planning and Building Department, Fire Department, Police Department and the County Health Department may, from time to time, make an inspection of each massage establishment for the purpose of determining that the provisions of this Chapter, state law or other applicable laws or regulations are met. Criminal investigations may be conducted as directed by the Chief of Police. The police department may inspect the occupied massage rooms for the purpose of determining whether any unlawful activity prohibited by this Chapter is taking place, upon reasonable suspicion that such activity is taking place based on the officer's observations, or pursuant to a valid search warrant.
- (c) Inspections of the massage establishment shall be conducted during business hours.
- (d) An operator, manager, their agents, servants or employees commits a punishable offense if he or she refuses to permit, delays or interferes with a lawful inspection of the premises by a representative of the Police Department at any time it is occupied or open for business.

**17.24 Operator's permit—Nonassignability.**

No operator's permit may be sold, transferred or assigned by a permittee, or by operation of law, to any other person or persons. Any such sale, transfer or assignment, or attempted sale, transfer or assignment, shall be deemed to constitute a voluntary surrender of such permit and such permit shall thereafter be null and void except as hereinafter set forth.

**17.25 Operator's permit—Change in ownership of business.**

- (a) One or more proposed partners in a partnership granted a permit hereunder may make application to the Chief of Police, together with the fee established by the City Council therefor, to amend the original application providing all information as required for partners in the first instance and, upon approval thereof, the transfer of the interests of one or more partners to the proposed partner or partners may occur. If the permittee is a partnership and one or more of the partners should die, one or more of the surviving partners may acquire, by purchase or otherwise, the interest of the deceased partner or partners without effecting a surrender or termination of such permit, and in such case, the permit, upon notification to the Chief of Police, shall be placed in the name of the surviving partners. ~~One or more proposed partners in a partnership granted a permit hereunder may make application to the Chief of Police, together with the fee established by the City Council therefor, to amend the original application providing all information as required for partners in the first instance and, upon approval thereof, the transfer of the interests of one or more partners to the proposed partner or partners may occur.~~

- (b) If the permit is issued to a corporation, stock may be sold, transferred, issued, or assigned to stockholders who have been named on the application. If any stock is

sold, transferred, issued, or assigned to a person not listed on the application as a stockholder, the permit shall be deemed terminated and void; provided, however, the proposed transferee may submit to the Chief of Police, together with a fee established by the City Council, an application to amend the original application providing all information as required for stockholders in the first instance, and, upon approval thereof, the transfer may then occur.

**17.26 Operator's permit—Change of location or name.**

- (a) Every operator shall report immediately to the police department any and all changes of name or designation under which the business is to be conducted, and all changes of address or telephone numbers of the massage establishment. A change of location of the massage establishment may be approved by the Chief of Police provided there is compliance with all applicable regulations of the city and the new location is zoned for such a use.
- (b) No permittee shall operate, conduct, manage, engage in, or carry on the business of a massage establishment under any name other than the person's name and the name of the massage establishment specified in the permit.
- (c) Any application for an extension or expansion of a building or other place of business of a massage establishment shall require inspection(s) and shall comply with the provisions and regulations of this chapter and all other City ordinances including, but not limited to, zoning ordinances and building, safety and occupancy standards.

**17.27 Applicability to existing massage establishments.**

- (a) Commencing on the effective date of the ordinance codified in this chapter, all permits for a massage establishment are to be issued in accordance with the provisions of this chapter.
- (b) The provisions of this chapter shall be applicable to all persons and businesses described herein whether the described activities were established before or after the effective date of this article, except that massage establishments legally in business prior to the effective date hereof shall have three months or until the expiration of their current business license, whichever is greater, to comply with the terms hereof.

**17.28 CAMTC certificate required.**

No person shall perform or administer a massage, or advertise to provide massage services in the City, unless such person has in effect a valid current massage certificate. Each massage technician shall possess either 1) a California driver's license or 2) photo identification badge issued by the City which includes their CAMTC certification number. The massage technician shall carry the license, or wear the identification badge, on his or her person, at all times when working in the massage establishment and shall ensure that a copy of the massage certificate is displayed in a conspicuous place in the

lobby during business hours. Each massage technician shall immediately surrender to the Chief of Police any identification badge upon the suspension, revocation, or expiration of such permit or certificate.

**17.32 Massage Practice—General conditions.**

All massage technicians shall comply with the following conditions:

- (a) Except to the extent required, in writing, by a state-licensed medical practitioner, no massage technician shall massage or allow a massage technician aide, or employee to massage the genitals, or anal area of any patron. Nor shall any massage technician, massage technician aide or employee solicit or allow a patron to touch or massage in any manner the genitals, gluteal fold, or anal area of a massage technician, massage technician aide or employee, or the breasts of any female massage technician, massage technician aide or employee. A massage shall not be given and no patron shall be in the presence of a massage technician, massage technician aide, operator, manager or other employee of a massage establishment unless the patron's genitals, anus, and, if a female patron, the female patron's breasts, are fully covered by a nontransparent covering.
- (b) The massage technician shall wear a photo identification card prepared and issued by the City at all times when present in the massage establishment. Such identification shall be provided to the Chief of Police upon demand. The identification card shall be worn on outer clothing with the photo side facing out. If a massage technician changes his or her business address, he or she shall, prior to such change, obtain from the Chief of Police a new photo identification card and advise the police department, in writing, of the new business address.
- (c) While on duty, the massage technician shall not use any name or designation or conduct business under any other name or designation than the name specified in his or her permit and photo identification card.
- ~~(d) Massage attendants, at all times while on the business premises, shall maintain the massage technician permit visibly on their person affixed to the right front of their required smock at all times during business hours.~~
- (e)(d) A massage technician shall consent to, and shall not prevent, delay or interfere with an inspection of the massage establishment by the City's planning and building department, fire department, police department and the health department for the purpose of determining that the provisions of this chapter or other applicable laws or regulations are met. The massage technician shall consent to the lawful inspection of the occupied massage rooms by the police department for the purpose of determining that the provisions of this chapter are met.

**17.33 Reserved**

**17.34 Reserved**

### **17.35 Reserved**

### **17.36 Operator Permit term and renewal.**

- (a) Operator permits shall be valid for a period of one year from the date of issuance, unless sooner revoked or abandoned as set forth in this chapter.
- (b) No permit granted herein shall confer any vested right to any person or business for more than the permit period. All massage operators and technicians subject to this chapter shall comply with the provisions of this chapter as they may be amended hereafter.
- (c) Applications for the renewal of a permit shall be filed with the Chief of Police at least sixty calendar days before the expiration of the permit to be renewed. Temporary permits will not be issued. Any permittee allowing his or her permit to lapse, or which permit expires during a suspension, shall be required to submit a new application and pay the corresponding original application fees.
- (d) Any person desiring to obtain a renewal of his or her permit shall file a written application under penalty of perjury on the required form with the Chief of Police, who shall conduct an investigation. The application shall be accompanied by a non-refundable filing fee established by separate resolution of the City Council to defray the cost of the investigation required by this chapter. An applicant shall be required to update the information contained in his or her original permit application and provide any new or additional information as may be reasonably required by the Chief of Police in order to determine whether the permit should be renewed.
- (e) The Chief of Police shall have sixty calendar days to investigate the renewal application and shall render a decision within that time, but no later than the date of expiration of the permit.

### **17.37 Suspension, revocation, denial and appeal.**

- (a) Violation and Noncompliance. Failure of a permittee to comply with any requirement imposed by this chapter or any other conditions imposed pursuant to the permit shall be grounds for non-renewal, suspension or revocation of the operator's permit or conditional use permit.
- (b) Suspension, Nonrenewal or Revocation of Operator's Permit. The Chief of Police may suspend, revoke or refuse to renew an operator's permit if any of the following conditions exists:
  - (1) A violation of any of the provisions of this chapter, or if an operator or manager has been convicted of any law specified in section 17.19(a);
  - (2) The Chief of Police makes any of the findings necessary to deny a permit under section 17.19;
  - (3) Employment of any non-certified massage technician for massage services;

- (4) If there have been repeated alleged violations of the provisions of this chapter which require ongoing supervision or action by law enforcement officers which demonstrate that the operator or manager is unable to operate or manage the massage establishment in a law abiding manner.

**17.38 Notice.**

When the Chief of Police concludes that grounds for denial, suspension, revocation or refusal to renew a permit exist, the Chief of Police shall serve the applicant or permit holder, either personally or by certified mail addressed to the address listed on the application, with a notice of denial, nonrenewal or notice of intent to suspend or revoke a permit (the "notice"). This notice shall state the reasons for the proposed action, the effective date of the decision, the right of the applicant or permit holder to appeal the decision to the City Manager and that the Chief of Police's decision will be final if no appeal is sent to the Chief of Police by certified mail within the time stated.

**17.39 Appeal.**

- (a) The right to appeal to the City Manager shall terminate upon the expiration of fifteen calendar days from the date of personal service or the date of acknowledgment on the certified mail of the above notice. The request for appeal shall be personally delivered to or sent by certified mail to the Chief of Police.
- (b) In the event an appeal is timely filed, the suspension or revocation shall not become effective until a final decision has been rendered by the City Manager. If no appeal is filed, the suspension or revocation shall become effective upon the expiration of the period for filing appeals.
- (c) The City Manager shall set a date, time and place for a hearing on appeal and shall notify the appellant of such date, time and place of the hearing. Said notice shall be sent by certified mail with proof of service attached, to the appellant, applicant or permittee at least ten calendar days prior to the date of the hearing, addressed to the address listed on the respective application or, the address given in the notice of appeal. The appellant, applicant or permittee shall be entitled to notice of the basis for the proposed action, a copy of the documents upon which the notice was based and will have the opportunity to present contrary evidence at the hearing.
- (d) The City Manager, in his or her sole discretion, may grant or deny a request for a continuance.
- (e) The City Manager shall preside over the hearing on appeal or, in the alternative, the City Manager may appoint a hearing officer to conduct the hearing and receive relevant evidence. The City Manager or designee shall render a written decision within forty-five calendar days from the date of the hearing. The decision of the City Manager or designee shall be final.
- (f) The following rules of evidence shall apply at the hearing:

- (1) Oral evidence shall be taken only under oath or affirmation. The City Manager or designee shall have authority to administer oaths, and to receive and rule on admissibility of evidence;
- (2) Each party shall have the right to call and examine witnesses, to introduce exhibits, and to cross-examine opposing witnesses who have testified under direct examination. The City Manager or designee may also call and examine any witness;
- (3) Technical rules relating to evidence and witnesses shall not apply to hearings provided for in this chapter. Any relevant evidence may be admitted if it is material and is evidence customarily relied upon by responsible persons in the conduct of their affairs regardless of the existence of any common law or statutory rule which might make admission of such evidence improper over objection in civil actions. Hearsay testimony may be admissible and used for the purpose of supplementing or explaining any evidence given in direct examination, but shall not be sufficient in itself to support a finding unless such testimony would be admissible over objection in civil actions. The rules of privilege shall be applicable to the extent they are now, or are hereafter permitted in civil actions. Irrelevant, collateral, undue, and repetitious testimony shall be excluded.

**17.40 New application after denial or revocation of permit.**

A person may not apply for a permit pursuant to this chapter within twenty-four months from the denial or revocation of such permit.

**17.41 Surrender of permit.**

Any person to whom a permit has been issued pursuant to this chapter shall immediately surrender his or her permit to the Chief of Police upon its suspension or revocation.

**17.42 Fees.**

The City Council shall establish by resolution, and from time to time may amend, the fees for the administration of this Chapter. Fees required by this Chapter shall be in addition to any other fees that may be required under any other chapter of this Code.

**17.43 Violation and penalty.**

- (a) Any person who violates any provision of this chapter is guilty of a misdemeanor.
- (b) Any massage establishment operated, conducted or maintained contrary to the provisions of this chapter shall be, and the same is declared to be, unlawful and a public nuisance, and the city may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinder thereof, in the manner provided by law, and shall take such other steps and shall apply to such court or

courts as may have jurisdiction to grant such relief as will abate or remove such massage establishments and restrain and enjoin any person from operating, conducting or maintaining a massage establishment contrary to the provisions of this chapter.

- (c) The penalties set forth herein, including but not limited to the requirement for posting the notice described in section 17.22(q), are cumulative and in addition to all other remedies, violations and penalties set forth in this chapter, or in any other ordinances, laws, rules or regulations of the City of South Pasadena, Los Angeles County and the State of California.

**SECTION 2.** SPMC Article III ("Deemed Approved Massage Establishments"), of Chapter 17 ("Health and Sanitation") is added to read:

### **ARTICLE III. DEEMED APPROVED MASSAGE ESTABLISHMENTS**

#### **17.44 Purpose and Scope**

- (a) The general purposes of this Article are to protect and promote the public health, safety, comfort, convenience, prosperity, and general welfare by requiring that Massage Establishments that would otherwise be considered Legal Nonconforming Activities under Article II (commencing with SPMC Section 17.13 comply with the Deemed Approved performance standards at Article III, Section 17.46 of this Article and to achieve the following objectives:
1. To protect the health, safety, and general welfare of the public by preventing unlawful, unsanitary, and dangerous conditions or practices within the City of South Pasadena;
  2. To protect residential, commercial, industrial and civic areas and minimize the adverse impacts of nonconforming and incompatible uses;
  3. To provide opportunities for Deemed Approved Massage Establishments to operate in mutually beneficial relationship to each other and to other commercial and civic services;
  4. To regulate those businesses that provide massage services to the public in order to provide a standard of safety, lawfulness, and quality commonly expected of the industry;
  5. To provide that Deemed Approved Massage Establishments are not the source of undue public nuisances or visual blight in the community;
  6. To monitor that Deemed Approved Massage Establishments do not substantially change in mode or character of operation; and
  7. To assure that guests and clients of Deemed Approved Massage Establishments are provided safe, clean, and secure premises for service.

- (b) Scope. This Article shall apply, to the extent permissible under other laws, to all Legal Nonconforming Massage Establishments within the city.
- (c) Duplicated Regulation. Whenever any provisions of this Article and any other provision of law, whether set forth in this code, or in any other law, ordinance, or resolution of any kind, imposes overlapping or contradictory regulations, or contains restrictions covering any same subject matter, that provision which is more restrictive or imposes higher standards shall control, except as otherwise expressly provided in this Article.
- (d) Relationship to the Zoning Regulations. The Nonconforming Use provisions of the zoning regulations including, but not limited to, South Pasadena Municipal Code section 36.360.010 et seq., shall apply to this Article.

**17.45 Definitions.**

As used in this Article:

"Condition of Correction" means a requirement which must be carried out by the establishment in order to retain its Deemed Approved Status.

"Deemed Approved Massage Establishment" means any Massage Establishment (as defined in section 17.14 of Chapter 17, Article II of the South Pasadena Municipal Code) that is legal nonconforming and in existence immediately following the effective date of any amendment to Chapter 17, Article II of the South Pasadena Municipal Code regulating massage establishments and the practice of massage. Said business shall be considered a Deemed Approved Massage Establishment as long as it complies with the Deemed Approved Massage Establishment performance standards as set forth in Section 17.46 of this Article. Said business shall no longer be considered a Legal Nonconforming Activity or Use.

"Deemed Approved Status" means the status conferred upon a Deemed Approved Massage Establishment. Deemed Approved Status replaces legal nonconforming status.

"Illegal activity" means any activity which has been finally determined to be in noncompliance with the Deemed Approved performance standards in Section 17.46. Such an activity shall lose its Deemed Approved Status and shall no longer be considered a Deemed Approved Massage Establishment.

"Legal Nonconforming Massage Establishment" means any Massage Establishment which would otherwise be considered a nonconforming use under Chapter 17, Article II of the South Pasadena Municipal Code. Such an establishment or use shall be considered a Deemed Approved Massage Establishment, and shall no longer be considered a Legal Nonconforming Use, except such activity shall be subject to those zoning regulations relating to nonconforming uses as specified in South Pasadena Municipal Code section 36.360.010 et seq., as of the effective date of this Article.

"Hearing Officer" means the City Manager or his or her designee.

"Performance standards" means regulations prescribed in the Deemed Approved Performance Standards set forth in Section 17.46.

**17.46 Performance Standards and Deemed Approved Massage Establishments**

A massage establishment shall retain its Deemed Approved Status only if it conforms with the provisions of Chapter 17, Article II, of the SPMC, commencing with Section 17.20 and any other applicable provisions of this Code.

**17.47 Deemed Approved Status Procedure**

- (a) Automatic Deemed Approved Status. All Massage Establishments that would otherwise be considered legal nonconforming uses under this Code and the provisions of Chapter 17, Article II shall automatically become Deemed Approved Massage Establishments as of the effective date of this Article and shall no longer be considered legal nonconforming uses. Each such Deemed Approved Massage Establishment shall retain its Deemed Approved Status as long as it complies with the Deemed Approved performance standards in Section 17.46.
- (b) Notification of owners of Deemed Approved Massage Establishment. The City shall notify the owner of each Deemed Approved Massage Establishment, and also the property owner if not the same, of the establishment's Deemed Approved Status. Such notice shall be sent via certified return receipt mail; shall include a copy of the performance standards of section 17.46 and Article II of this chapter; notification that the establishment is required to comply with all these same performance standards; and that the establishment is required to comply with all other aspects of this Article. Should the notice be returned, then the notice shall be sent via regular U.S. Mail.
- (c) Procedure for consideration of violations to performance standards. As a result of an inspection or upon receiving a complaint from the public, Police Department, or any other interested party that a Deemed Approved Massage Establishment is in violation of the performance standards at Section 17.46, and once it is determined by the City that violations appear to be occurring, then the Deemed Approved Status of the Deemed Approved Massage Establishment in question shall be reviewed by the Hearing Officer at a public hearing. Notification of the public hearing shall be in accordance with Subsection (f).
  - 1. At the public hearing the Hearing Officer shall receive testimony and other evidence on whether the operating methods of the Deemed Approved Massage Establishment is in violation of the performance standards at Section 17.46, are causing undue negative impacts in the surrounding area, and whether the property is being maintained in a manner in violation of any provision of this Code.
  - 2. While the hearing is open, any interested party may present to the Hearing Officer for his or her consideration any relevant testimony or evidence;

failure to do so will preclude the party from raising such issues during any appeal hearing and in court.

3. Within 15 days following the public hearing, the Hearing Officer shall issue a written determination whether the Deemed Approved Massage Establishment conforms to the Deemed Approved Performance Standards set forth in Section 17.46 and to any other applicable criteria, and may:
    - i. continue the Deemed Approved Status for the establishment in question;
    - ii. continue the Deemed Approved Status for the establishment, subject to reasonable Conditions of Correction as are in the judgment of the Hearing Officer necessary to ensure conformity with said criteria and such conditions shall be based on the evidence before the Officer; or
    - iii. revoke the Deemed Approved Status if the officer finds that the violations pose a threat to the health and safety of the public.
  4. The decision of the Hearing Officer shall be based upon information compiled by staff and testimony from the business owner and all other interested parties. The determination of the Hearing Officer shall become final fifteen calendar days after the date of the written decision unless appealed to the City Council in accordance with Subsection (e) of this Section. Any party seeking to appeal the determination will be limited to issues or evidence presented to the Hearing Officer prior to the close of the Hearing Officer's public hearing on the matter.
- (d) Procedure for consideration of violations of conditions of corrections. In the event of a failure to comply with any prescribed condition of correction, the Hearing Officer may hold a public hearing. Notification of the public hearing shall be in accordance with Subsection (f). The same procedures shall apply as described under subsection (c) of this section.
- (e) Appeal to City Council. Within fifteen calendar days after imposition of conditions of approval pursuant to the Hearing Officer's written determination on a Deemed Approved Massage Establishment or the revocation of Deemed Approved Status, an appeal may be taken to the City Council by the Deemed Approved Massage Establishment owner or any other interested party.
1. In the event the last date of appeal falls on a weekend or a holiday when City offices are closed, the next date such offices are open for business shall be the last date of appeal.
  2. Such appeal shall be made on a form prescribed by the City. The appeal shall state specifically wherein it is claimed there was an error or abuse of discretion by the Officer or wherein its decision is not supported by the evidence in the record. The appeal itself must raise each and every issue

that is contested, along with all the arguments and evidence in the record, previously presented to the Hearing Officer prior to the close of the public hearing on the item, which supports the basis of the appeal; failure to do so will preclude the appellant from raising such issues during the appeal or in court.

3. Upon receipt of the appeal and the appeal fee in accordance with Subsection (g) a date shall be set for consideration thereof. Not less than seventeen days prior thereto, written notice shall be given to: the owner of the Deemed Approved Massage Establishment; the property owner; the appellant in those cases where the appellant is not the owner; the adverse party or parties, or to the attorney, spokesperson, or representative of such party or parties; other interested groups and neighborhood associations who have requested notification; and to similar groups and individuals as appropriate, of the date and place of the hearing on the appeal.
  4. During the hearing on the appeal, the appellant will be limited to issues and evidence presented to the Hearing Officer prior to the close of the public hearing on the item and raised in the appeal itself. The appellant shall not be permitted to present any other evidence (written, oral, or otherwise) during the appeal process. In considering the appeal, the City Council shall determine whether the Deemed Approved Massage Establishment conforms to the applicable Deemed Approved performance standards and conditions of correction (if applicable), and may continue or revoke a Deemed Approved Status; or require such changes in the existing use or impose such reasonable conditions of approval as are, in its judgment, necessary to ensure conformity to said performance standards.
  5. The decision of the City Council on the appeal shall be final.
- (f) Notification of public hearing before Hearing Officer. The Hearing Officer shall notify the owner of each Deemed Approved Activity, and also the property owner if not the same, of the time and place of the public hearing.
1. Such notice shall be sent via certified return receipt mail, and shall include notification that the Deemed Approved Status of the Deemed Approved Massage Establishment will be considered by the Hearing Officer.
  2. The public hearing shall also be noticed by posting notice on the premises of the subject property. The notice shall be placed in the window of the establishment (if a window facing the street is not present, then the notice will be required to be posted onto the exterior of the building). All notices shall advertise the time, date, purpose and location of the public hearing for each particular site. All notices shall be given not less than ten days prior to the date set for the hearing.
  3. Notice shall also be given by mail or delivery to all persons shown on the last available equalized assessment roll as owning real property in the City

within three hundred feet of the subject property; provided, however, that failure to send notice to any such owner where his or her address is not shown in said records shall not invalidate the affected proceedings.

4. Such notices shall be given not less than ten days prior to the date set for the hearing, if such is to be held. Notice by mail is deemed given on the date the notice is placed into the U.S. Mail system. Fees for notification shall be in accordance with Subsection (g) and paid for by the Deemed Approved Massage Establishment in question.
- (g) Fee schedule. Fees, and regulations pertaining to fees, including the appeal, and reinspection of Deemed Approved Massage Establishments shall be in accordance with the City master fee schedule.
  - (h) A massage establishment which has had its Deemed Approved Status revoked must immediately cease and desist all massage services and related business operations. No massage establishment which has had its Deemed Approved Status revoked may apply for a new operator's permit pursuant to Section 17.17 through 17.19 for 24 months from the date of revocation.

#### **17.48 Violations and penalties.**

- (a) **Infractions.** Any person who operates a massage establishment in a manner which violates, causes or permits another person to violate any provision of this Article is guilty of an infraction unless otherwise provided.
- (b) **Separate Offenses for Each Day.** Any violator shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Article is committed, continued, permitted, or caused by such violator and shall be punished accordingly.
- (c) **Any Violation a Public Nuisance.** In addition to the penalties provided in this section, any use or condition caused or permitted to exist in violation of any of the provisions of this Article, shall be and is declared to be a public nuisance and may be subject to administrative remedies pursuant to Chapter 1A of this Code. In addition, a nuisance may be abated as such by the City after appropriate notice and procedures pursuant to Chapter 24 of this Code.
- (d) **Injunction as Additional Remedy.** Any violation of any provision of this Article shall be and is declared to be contrary to the public interest and shall, at the discretion of the City, create a cause of action for injunctive relief.
- (e) **Penalties.** Any person convicted of an infraction under the provisions of this section shall be punishable by a fine to the maximum permitted under state law. Any violation beyond the second conviction within a one-year period may be charged by the City Attorney or District Attorney as a misdemeanor, and the penalty for conviction shall be punishable by a fine or imprisonment to the maximum permitted under State law.

- (f) **Liability for Expenses.** In addition to the punishment provided by law, a violator is liable for such costs, expenses, and disbursements paid or incurred by the City or any of its contractors in correction, and abatement, ~~and prosecution~~ of the violation. Reinspection fees to ascertain compliance with previously noticed or cited violations may be charged against the owner of the Deemed Approved Massage Establishment, if adopted in the City's fee schedule resolution. The inspection official shall give the owner or other responsible party of such affected premises a written notice showing the itemized cost of such chargeable service and requesting payment thereof. Should the bill not be paid in the required time, the charges shall be placed as a lien against the property.

**17.49 Enforcement.**

The City Manger shall designate the appropriate personnel to enforce the provisions of this Article.

**SECTION 3.** SPMC Section 36.700.020 ("Definitions of Specialized Terms and Phrases") of Article VII ("Definitions") of Chapter 36 ("Zoning"), is amended by deleting "massage" from the definition of "Personal Services" to read:

**Personal Services.** Establishments providing non-medical services to individuals as a primary use. Examples of these uses include: barber and beauty shops; clothing rental; dry cleaning pick-up stores with limited equipment; home electronics and small appliance repair; laundromats (self-service laundries); pet grooming with no boarding; shoe repair shops; tailors; tanning salons.

These uses may also include accessory retail sales of products related to the services provided.

**SECTION 4.** SPMC Section 36.700.020 ("Definitions of Specialized Terms and Phrases") of Article VII ("Definitions") of Chapter 36 ("Zoning"), is amended by adding a new definition of "Massage Establishment" to read as follows:

"Massage Establishment." A licensed, therapeutic and non-sexual establishment having a fixed place of business conducted within the City of South Pasadena, where any person, firm, association, partnership, corporation, or combination of individuals, engages in, conducts, carries on or permits to be conducted or carried on, for money or any other consideration, the administration to another person of a massage, consistent with the requirements and standards set forth in Article II, Chapter 17.

**SECTION 5.** SPMC Municipal Section 36.230.030 ("Commercial District Land Uses and Permit Requirements"), Table 2-4 is amended to read:

<b>TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL &amp; BUSINESS PARK DISTRICTS</b>	P	Permitted Use			
	CUP	Conditional Use Permit required			
	AUP	Administrative Use Permit required			
	—	Use not allowed			
<b>LAND USE (1)</b>	<b>PERMIT REQUIREMENT BY ZONE</b>			<b>Specific Use Regulations</b>	
	<b>CO</b>	<b>CG</b>	<b>BP</b>		
<b>MANUFACTURING &amp; PROCESSING USES</b>					
Electronics, equipment, and appliance manufacturing	—	—	P		
Food and beverage products manufacturing	—	—	P		
Furniture/fixtures manufacturing, cabinet shops	—	—	P		
Handcraft industries, small-scale manufacturing, less than 3,500 sf	—	—	P		
Handcraft industries, small-scale manufacturing, 3,500 sf or more	—	—	CUP		
Laundries and dry cleaning plants, less than 3,500 sf	—	—	P		
Laundries and dry cleaning plants, 3,500 sf or more	—	—	CUP		
Media post production facilities	—	—	P		
Metal products fabrication, machine/welding shops	—	—	P		
Photographic processing plants, less than 3,500 sf	—	—	P		
Photographic processing plants, 3,500 sf or more	—	—	CUP		
Plumbing and heating shops, less than 3,500 sf	—	—	P		
Plumbing and heating shops, 3,500 sf or more	—	—	CUP		
Printing and publishing, less than 3,500 sf	—	P	P		
Printing and publishing, 3,500 sf or more	—	P	CUP		
Recycling facilities	—	CUP	CUP	36.350.160	
Recycling facilities—Reverse vending machines	—	P	P	36.350.160	
Warehouses, wholesaling and distribution	—	—	P		
<b>RECREATION, EDUCATION &amp; PUBLIC ASSEMBLY USES</b>					
Adult entertainment businesses	—	—	(2)	36.350.030	
Clubs, lodges, fraternal organizations	—	CUP	CUP		
Health and fitness facilities	—	CUP	CUP		
Indoor amusement/entertainment facilities	—	P	CUP		
Libraries, museums, galleries	—	AUP	CUP		
Outdoor recreation facilities	—	CUP	CUP		
Schools—Private	—	CUP	CUP		
Schools—Specialized education and training	—	CUP	CUP		
Special needs educational and training facilities	—	CUP	CUP		
Studios—Dance, martial arts, music, photography, etc.	—	CUP	CUP		
Theaters and auditoriums	—	CUP	—		
Community gardens	CUP	CUP	CUP	36.350.230	

<b>TABLE 2-4. (Continued)</b> <b>ALLOWED USES AND PERMIT REQUIREMENTS</b> <b>FOR COMMERCIAL &amp; BUSINESS PARK DISTRICTS</b>	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	<b>PERMIT REQUIREMENT BY ZONE</b>			<b>Specific Use Regulations</b>
<b>LAND USE (1)</b>	<b>CO</b>	<b>CG</b>	<b>BP</b>	
<b>RESIDENTIAL USES</b>				
Emergency shelter	—	—	P	36.350.250
Live/work units	—	—	—	36.350.110
Mixed-use projects	CUP	CUP	—	36.350.120
Single room occupancy	—	—	P	36.350.260
<b>RETAIL TRADE</b>				
Alcoholic beverage sales	—	CUP	—	36.350.040
Auto parts sales	—	P	—	
Auto sales and rental	—	CUP	CUP	
Building material stores	—	P	CUP	36.350.220
Coffee roasting and packaging, retail	—	CUP	—	
Construction/heavy equipment sales and rental	—	CUP	CUP	
Convenience & liquor stores	—	CUP	—	36.350.040
Department stores	—	P	—	
Equipment sales and rental	—	CUP	CUP	
Extended hour businesses (11:00 p.m. to 6:00 a.m.)	—	CUP	CUP	
Furniture, furnishings and appliance stores	—	P	—	
Gas stations	—	CUP	CUP	
General retail	—	P	CUP	36.350.140, 36.350.220
Grocery stores	—	AUP	—	
Hardware stores	—	P	—	
Multitenant retail	—	CUP	—	
Outdoor display and retail activities	—	CUP	CUP	
Plant nurseries and garden supply stores	—	P	—	36.350.140, 36.350.220
Restaurants	CUP	P	P	
Restaurants, multitenant retail		CUP(3)		
Restaurants, take-out and with accessory retail food	CUP	P	P	
Restaurants, with catering	CUP	CUP	CUP	
Restaurants, with catering and accessory retail food	CUP	CUP	CUP	
Restaurants, with outdoor dining	CUP	AUP	CUP	36.350.130
Second hand stores	—	P	—	

<b>TABLE 2-4. (Continued)</b> <b>ALLOWED USES AND PERMIT REQUIREMENTS</b> <b>FOR COMMERCIAL &amp; BUSINESS PARK DISTRICTS</b>	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
<b>RETAIL TRADE (cont'd)</b>				
Tobacco retailer—Primary use	—	P	CUP	SPMC Chapter 18, Part 6 or its successor
Tobacco retailer—Accessory use	—	As required for the primary use that the accessory use is associated with	As required for the primary use that the accessory use is associated with	
Warehouse retail	—	CUP	—	36.350.220
<b>SERVICES—BUSINESS &amp; PROFESSIONAL</b>				
Automated teller machines (ATMs)	P	P	P	36.350.060
Banks and financial services	—	P	P	
Business support services	—	CUP	P(5)	
Offices—Production, research and development	P	P	P	
Offices—Professional and administrative	P	P	P	
<b>SERVICES—OTHER</b>				
Ambulance service	—	CUP	CUP	
Bed and breakfast inns	CUP	CUP	—	
Child/adult day care centers	—	CUP	CUP	
Contractor storage yard	—	—	CUP	
Convenience services	P	P	P	
Hotels and motels	—	CUP	—	
Medical services—Clinics	—	CUP	—	
Medical services—Laboratories	—	CUP	P	
Medical services—Offices	P	P	P	
Massage Establishment	--	CUP	--	SPMC 17.15(b)
Personal services	CUP(4)	P	—	SPMC 17.13

TABLE 2-4. ALLOWED USES AND PERMIT REQUIREMENTS FOR COMMERCIAL & BUSINESS PARK DISTRICTS	P	Permitted Use		
	CUP	Conditional Use Permit required		
	AUP	Administrative Use Permit required		
	—	Use not allowed		
	PERMIT REQUIREMENT BY ZONE			Specific Use Regulations
LAND USE (1)	CO	CG	BP	
<b>SERVICES—OTHER (cont'd)</b>				
Personal services—Restricted	—	AUP	—	
Vehicle repair and maintenance—Major repair work	—	CUP	—	
Vehicle repair and maintenance—Service and maintenance	—	CUP	—	
Veterinary clinics, hospitals, kennels	—	CUP	CUP	
Wine cellar	—	P	P	
<b>TRANSPORTATION &amp; COMMUNICATIONS</b>				
Parking facilities/vehicle storage	—	CUP	—	
Broadcasting studios	—	CUP	P	
Telecommunications facilities	CUP	CUP	CUP	36.350.210
<b>Notes:</b>				
(1) See Article 7 for land use definitions.				
(2) Requires an Adult Business Permit in compliance with Section 36.350.030.				
(3) If multitenant retail complies with the parking regulations in Section 36.310.040, a CUP is required if a new restaurant would cause the restaurant square footage in the multitenant retail to exceed twenty percent of the total square footage. If the multitenant retail is legal nonconforming with the parking regulations in Section 36.310.040, a CUP is required if a restaurant use in an existing space has been abandoned for a period of eighteen months or longer, and for all additional restaurants in new spaces or spaces previously occupied by a non-restaurant.				
(4) Personal services are not permitted on parcels located within the Fremont Corridor as defined in the Land Use and Community Design Element of the South Pasadena General Plan. The Fremont Corridor includes a mixture of residential and small-scale professional office uses lining the busy and heavily traveled section of Fremont Avenue from Monterey Road north to the Pasadena Freeway, properties fronting Mound Avenue between Hope Street and the Pasadena Freeway.				
(5) Business support services consisting of laboratory uses require a CUP.				

**SECTION 6.** Urgency Ordinance No. 2267 "Extending Moratorium on the Establishment or Expansion of Massage Establishments" is repealed.

**SECTION 7.** This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Diana Mahmud, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_

**I HEREBY CERTIFY** the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

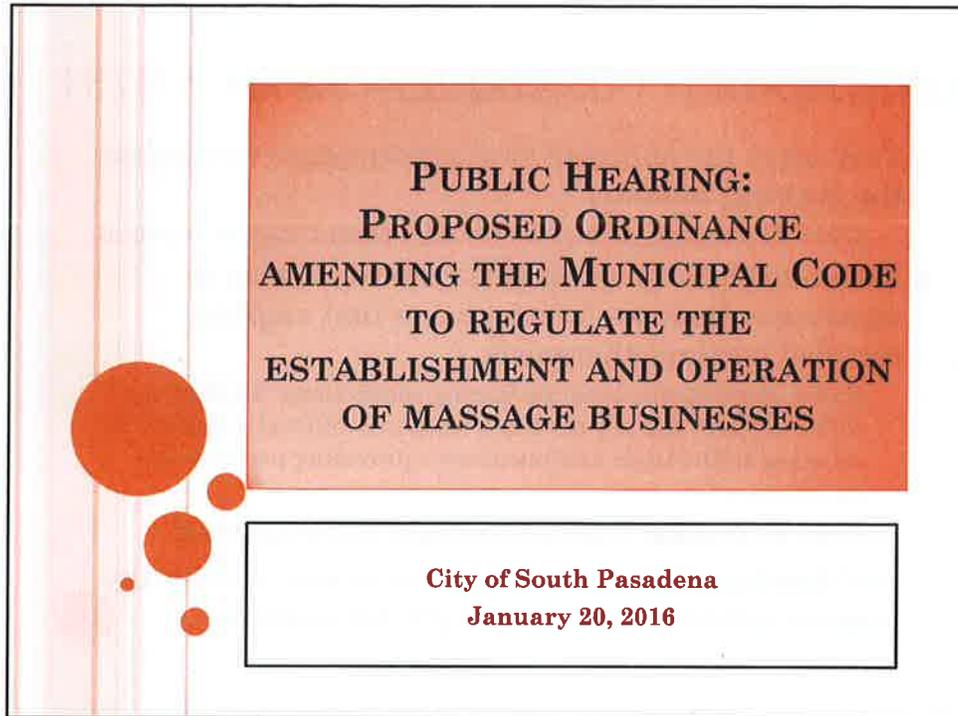
**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)



**PUBLIC HEARING:  
PROPOSED ORDINANCE  
AMENDING THE MUNICIPAL CODE  
TO REGULATE THE  
ESTABLISHMENT AND OPERATION  
OF MASSAGE BUSINESSES**

**City of South Pasadena  
January 20, 2016**

## BACKGROUND

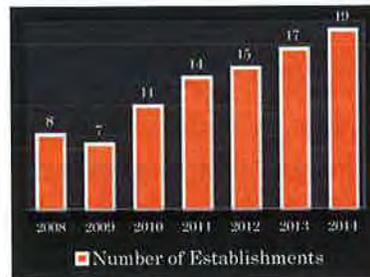
- **Prior to 2009**, cities and counties free to regulate massage technicians and massage businesses
  - Each city required massage technicians to undergo rigorous testing
  - Each city adopted regulations to prevent secondary effects of massage establishments: businesses that were fronts for prostitution and sex trafficking
- **2009, SB 731** (later amended by AB 619); B&P 4600 et seq.
  - Created California Massage Therapy Council (CAMTC)
  - Created statewide certification of massage therapists and practitioners – avoids city-by-city technician license
  - Limited cities' authority to regulate establishments run by CAMTC certified owners or that only hire CAMTC therapists

## UNINTENDED CONSEQUENCES OF SB731

- Took away the ability of local governments to regulate the massage industry
  - CAMTC massage therapists: no other permit may be required
- Prohibited local governments from regulating or enacting ordinances for a business that employs certified massage therapists
  - Rules, regulations, land use/zoning restrictions “shall be no different than the requirements that are uniformly applied to all other individuals and businesses providing professional services. . . .”
- Result: **massage establishments unregulated**
- Proliferation of illicit massage businesses, community impacts neither CAMTC nor City can address

## SOUTH PASADENA

- 25,616 population
- 2009: 7 massage establishments
- 2014: 19
- Police Investigations:  
Illicit Massage Parlors
  - UTI Acupuncture – license revoked (2008)
  - King Spa – 15-day suspension (2012)
  - Massage Villa – 5-day suspension (2012)



## MORATORIUM

- March 5, 2014: 45-day moratorium on establishment or expansion of massage establishments citywide.
- April 9, 2014: moratorium extended for additional 22 months and 15 days.
- **Moratorium will expire on March 5, 2016**, or upon effective date of a replacement ordinance, whichever comes first.

## STATEWIDE ISSUE LEAGUE SUPPORT FOR CHANGE IN LEGISLATION



- Many cities and counties in the State reported a substantial increase in the number of massage establishments within their respective jurisdictions
- Law enforcement agencies reported increased complaints concerning prostitution and human trafficking
- The Senate Business, Professions and Economic Development Committee, along with the Assembly Business, Professions and Consumer Protection Committees, documented problems and recommendations associated with the regulation of the massage industry.
- These were discussed at a joint oversight hearing in March 2014. This report and hearing led to the introduction of AB 1147.



## PASSAGE OF AB 1147



- Went into effect on January 1, 2015
- Broader representation of stakeholders on CAMTC board of directors
- AB 1147 closed the gap in existing law by dividing responsibility for massage regulation between the State and local governments
  - CAMTC - regulating the certification of massage professionals
  - Cities - regulating massage businesses through regulatory and land-use authority
- Returns local land use authority to cities and counties
  - Can require conditional use permits, regulate hours of operation and more;
  - Can adopt or enforce local ordinances that govern zoning, business licensing, or reasonable health and safety requirements for establishments or businesses.



## NEW MASSAGE REGULATIONS

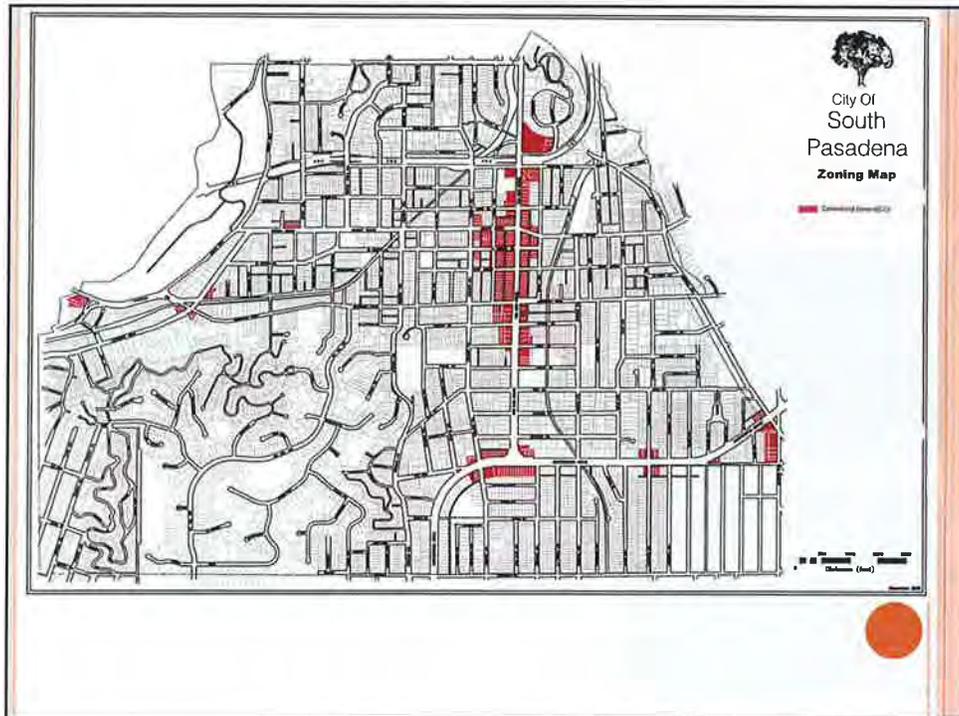
- Team of staff from various departments met over several months to discuss new massage regulations
- City Attorney's Office assisted with drafting language for the proposed ordinance
- Council Ad Hoc Massage Establishment Committee (October 2015)
- Planning Commission for ZCA (October 2015)

## SOUTH PASADENA PROPOSED ORDINANCE

- focuses on expanding and clarifying the procedural, operating, inspection requirements for new and existing massage businesses.
  - Land use restrictions
  - Conditional Use Permit (CUP) requirement
  - Operator's Permit requirement
  - "Deemed Approved" status of existing businesses

## AMENDMENT TO THE ZONING CODE

- Currently SPMC allows massage establishments in the Commercial General (CG) and Commercial Office (CO) zoning districts.
- Proposed amendment to the Zoning Code:
  - revise Section 36.700.020 to delete "massage" from the definition of "personal services"
  - add a new definition of "massage establishment", and to revise Table 2-4 of Section 36.230.030 to require a Conditional Use Permit (CUP) for Massage Establishments CG zoning district
  - delete massage establishments as a permitted use in the CO zoning district.



## ARTICLE II (MASSAGE ESTABLISHMENTS) OF CHAPTER 17 (HEALTH AND SANITATION)

- CAMTC certification required for massage therapists or technicians *(State issued)*
- CUP required *(City issued)*
  - “NO CUP for establishment proposed to be located within 1000 foot radius of existing legally operating massage establishment”
- Operator’s Permit required for business owner *(City issued)*
- Operating requirements and other conditions, including requirements for facilities and standards for operation of business (in compliance with AB 1147)
- Inspections – to determine compliance with applicable laws and regulations
- Suspension, revocation, denial & appeal procedures (may not apply within 24 months of denial or revocation)

<b>Conditional Use Permit</b> Planning Commission	<ul style="list-style-type: none"><li>• Provides greater discretion to regulate use</li><li>• Provides public process for community input</li></ul>
<b>Operator's Permit</b> Police Department	<ul style="list-style-type: none"><li>• Stringent application process, background check, and examination</li><li>• Administered annually by Chief of Police or designee</li></ul>
<b>Business License</b> Finance Department	<ul style="list-style-type: none"><li>• Required by business owner and independent contractor</li></ul>

## OPERATOR'S PERMIT REQUIREMENTS

- Stringent application process that requires:
  - Each business owner's contact information;
  - massage license, registration and employment history;
  - current list of employees, their contact information, and proof of certification with the CAMTC.
  - fingerprints and background investigation
- Examination - requires passing score of 70%
- Permit issued annually.
  - may be denied due to outstanding fines or citations; misrepresentations on the application; disqualifying criminal conduct; or massage license revoked in the past.
- Revocation of permit
  - business shall immediately cease operation and the City will not accept reapplication for a massage business at the same location for 24 months.

### ARTICLE III (DEEMED APPROVED MASSAGE ESTABLISHMENTS)

- Provides an automatic "deemed approved" status for existing legally operating massage establishments
- 3 months, or until expiration of current business license (whichever is greater), to comply with the terms of the new ordinance.
  - Notification to existing business will be provided upon adoption of the ordinance.
- Failure to comply with the standards of the new ordinance will result in revocation of "Deemed Approved" status
  - May not apply for a new operator's permit within 24 months
  - Will be subject to new Zoning requirements including CUP



## Model Water Efficient Landscape Ordinance (MWELO)

Changes to the MWELO Ordinance include:

- Additional definitions such as “compost,” “distribution uniformity,” “establishment period for plants,” “flow sensor,” “gray water,” “landscape water meter”
- New development projects 500+ sq.ft. (prior 2,500+ sq.ft.)
- Rehabilitated landscape projects 2,500+ sq.ft. (prior 2,500+ sq.ft. for developer installed & 5,000+ sq.ft. for homeowner installed or hired)

## MWELO

- More efficient irrigation systems including dedicated landscape water meters, pressure regulators, master shut-off valves, flow sensors
- Reduction of the maximum amount of water applied to a landscape, reference evapotranspiration (ET<sub>o</sub>)
- Irrigation efficiency can now be separated for each area of the landscape
- Landscape incentives for utilizing graywater systems for irrigation
- Medians cannot be landscaped with high water use plants
- All local agencies must report annually on their ordinances

# WATER CONSERVATION SUBSIDY PROGRAMS

JANUARY 20, 2016

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## Water Conservation Subsidy Programs Update

- Funding for FY 2015-16 brought to Council on August 19, 2015
- City supplemented MWD funds
- Programs have been very successful exhausting MWD funds

**State Mandate = 28%**

**City's Conservation Efforts = 31%**

- Over past 8 months
- Programs, rebates and outreach
- Workshops, audits and events
- Excellent participation from residents and businesses

## High Efficiency Toilet (HET) Rebate

- HET uses 1.28 gallons per flush (gpf)
  - These are now standard and available everywhere
- Premium HET uses 1.08 gpf or less
  - These are harder to find and save more water

### HET Rebate History

Date	MWD	City	Total
02-2014	\$50	\$50	\$100
05-2014	\$100	\$50	\$150
07-2014	\$100	\$100	\$200



## HET & PHET Rebate Amounts

### Proposed Rebates

Item	MWD	City	Total
HET	\$0	\$75	\$75
PHET	\$40	\$110	\$150

## Other Changes to Devices

### Rotating Sprinkler nozzles

- Must buy a minimum of 30 (prior amount was 15)



Rotating Nozzles	MWD	City	Total
Before	\$4	\$1	\$5
Proposed	\$2	\$2	\$4

## Proposed Rebate Table Second Half of FY 2015-16

Device	MWD's Funding	City's Funding (Recommended)	Total Amount (Recommended)
High Efficiency Toilet (1.28 gpf)	\$0	\$75	\$75
Premium High Efficiency Toilet (1.08)	\$40	\$110	\$150
High Efficiency Washer – Residential	\$85	\$115	\$200
High Efficiency Washer – Commercial	\$85	\$115	\$200
WBIC – less than 1 acre – per unit	\$80	\$70	\$150
WBIC – more than 1 acre – per station	\$35	\$15	\$50
Soil Moisture Sensor – less than 1 acre – per unit	\$80	\$70	\$150
Soil Moisture Sensor – more than 1 acre – per station	\$35	\$15	\$50
Rotating Sprinkler Nozzle	\$2	\$2	\$4
Rain Barrel	\$75	\$0	\$75
Cistern	\$300	\$0	\$300

## Recommended Action

Questions  
&  
Comments



# City of South Pasadena

## COUNCIL CHAMBERS INTERIOR RENOVATION

### Program Objectives + Goals

### Priorities

- Accessibility Upgrades + ADA Improvements | Compliance
- Functionality + Flexibility | While maintaining Dignity of the Chamber
  - Multipurpose Functions | Open Plan | Flexible Seating Layout
  - Audio Visual Technology
  - Furniture + Storage
- Energy Efficiency new HVAC upgrades + LED lighting
- Design Feature + Aesthetics | By Necessity



### Existing Conditions

### Assessment

- ADA Accessibility – nonconformance, public seats are not accessible from main entrance. And lowered staff station at dais, and public restrooms are not fully accessible. Non-compliant ramps
- Functionality
  - Fixed Seating and multi-level floor limit types of space functions and flexible seating layout options.
  - Encroachment of useable floor area in main chambers with existing configuration of seat walls between pilasters.
  - Underutilized Storage Space + Configuration
  - Audio/Visual Equipment outdated + bulky
- HVAC – aged and less efficient unit types + have reached their life/service span expectancy. Inefficient duct system due to location of units.
- Lighting – not well designed and uneven lighting. Out dated and inefficient lighting fixtures and spotlights.
- Outdated Finishes + Accessories (display boards)

*CC: Council; CM; CA; COCC; Reference Binder; Original to 1/20/16 Add Docs*



Additional Material  
AGENDA ITEM # 21  
01/20/16 City Council Mtg.

## Program Elements

### Universal Design

Design provides same means of accommodation to access the primary use spaces | Entry Vestibule, main council chambers, council dais, and restrooms

### Change in Floor Levels

The floor level of the main council chamber inhibits equal accommodation. Modifying the floor level changes between areas will provide simple access for the and building users.

### Accessible Path of Travel

Access is provided through main entrance doors instead of secondary entrance, alteration of walls to provide minimum floor area at doors into restrooms.

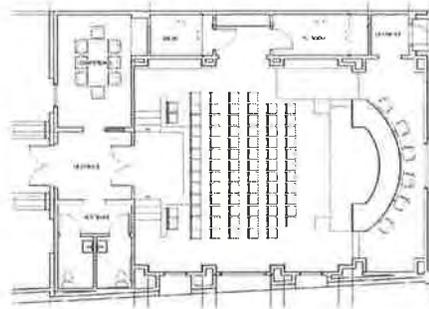
### TDD Installation

Installation of TDD (Telecommunication Device for the Deaf) for the hearing impaired.

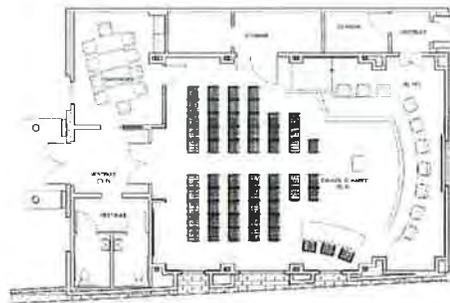
### Restroom Accessibility

Provide access into restroom entrance doors, Upgrade to fixtures and accessories to meet minimum clearances.

## Accessibility + ADA Improvements



EXISTING FLOOR PLAN



PROPOSED FLOOR PLAN



## Program Elements

### Open Plan = Multipurpose Uses

The existing fixed seating limits the type of functions and uses in the main council chambers.

### Flexible vs Fixed Seating

Flexible seating (light weight stackable chairs and tables) will provide simple setup and removable of multiple seating configurations.

### Dais

Custom casework with integral movable end table allows for dual staging configurations. Shown centered or offset to accommodate additional staff seating.

### Furniture + Storage

Stackable Chairs and Foldable Tables stow away conveniently on wheels and chair dolly.

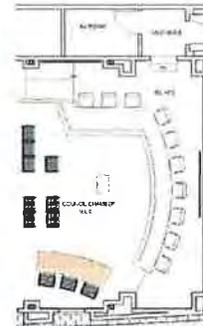
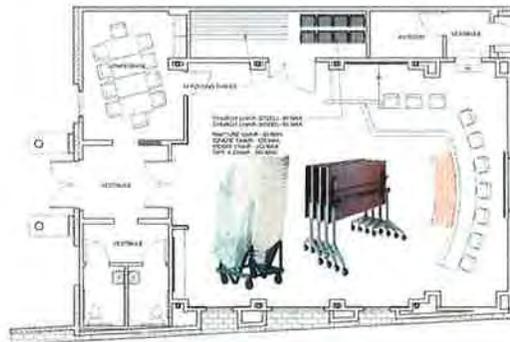
### Audio Visual AV / Data Technology

Low Voltage Wireless airport connectivity  
Allowance for portable lectern capabilities via mobile device (tablet or smart phone)

Software integration  
Eg. Voting System



## Functionality + Flexibility



## Program Elements

### New Energy Efficient Lighting

Low Profile + modern fixtures will replace Existing lighting. All fixtures will be Energy Star Compliant, high efficacy or LED type fixtures. LED is rated at 50,000 hrs., thus maintenance will be greatly reduced.

### New Lighting Vs. Old Lighting

#### Primary lighting (striplights):

Ecosense #HPIS 4835 – 78.71 lumens/ watts  
Vs.

T8 Fluorescent strip - 36.92 lumens/ watts  
= 213% efficient

#### Side lighting (downlights):

Acculamp #ALSP83 - 60 lumens/ watts  
Vs.

75PAR38 - 14.13 lumens/ watts  
= 425% efficient



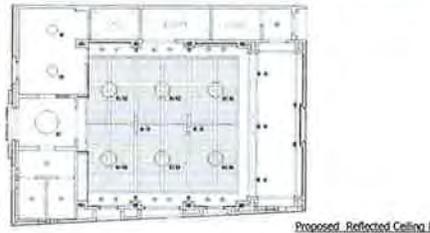
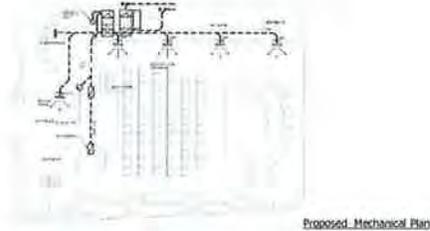
## Energy Efficiency – LED Lighting / HVAC Upgrade

### HVAC

New energy star units to replace existing units will have at least 14 EER (Energy Efficient Rating) with lower maximum circuit ampacity, thus less 30% electricity is needed.

Mechanical Units will be suspended above the structural bracing allowing use of ceiling space below over storage room.

Eliminating duct runs for a more efficient and direct supply + air circulation.



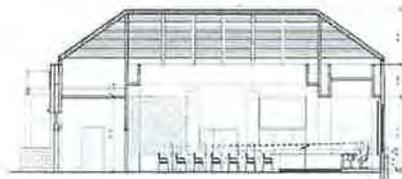
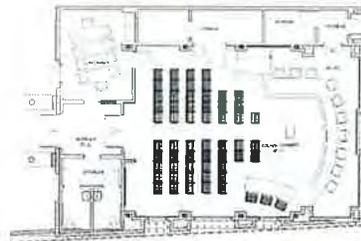
City of South Pasadena  
Council Chambers Interior  
Renovation  
144 Main Street  
South Pasadena, CA 91068  
2020

## Proposed Design

### Key Features

- Floor raised to level entry vestibule to eliminate multi-levels and ramps
- Symmetrical Seating Configuration
- Accessibility is provided with a ramp at dais
- Seating layout provided with a center aisle. Seating capacity is 56 seats with center aisle (70 seats without arms)
- Mayor's Conference Room seating capacity is 10 to 12 seats
- Storage enlarged – new HVAC suspended, below is storage + wall at AV Room moved
- Staff+ Councilmember's seating is shared at dais (staff located on either sides)

### Floor Plan + Sections + 3D View



City of South Pasadena  
Council Chambers Interior  
Renovation  
144 Main Street  
South Pasadena, CA 91068  
2020

# Proposed Design

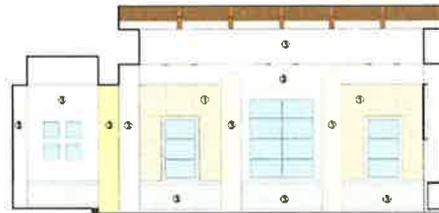
# Interior Views



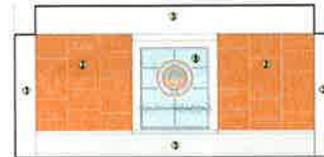
1 Council Chamber - NORTH  
14' x 14'



2 Council Chamber - WEST  
14' x 14'



3 Council Chamber - SOUTH  
14' x 14'



4 Council Chamber - EAST  
14' x 14'

- INTERIOR ELEVATIONS  
MATERIAL FINISH**
- ① FABRIC PANELS
  - ② WOOD PANELS
  - ③ PAINT
  - ④ PLASTIC LAMINATE
  - ⑤ TILE
  - ⑥ WIRE SCREEN
  - ⑦ OPERABLE BOARD
  - ⑧ MESH PANEL LOGO



City of South Pasadena  
Council Chambers Interior  
Renovation  
144 Main Street  
South Pasadena, CA 91030  
310-799-1100

# Proposed Design

# Perspectives



1 PERSPECTIVE



2 PERSPECTIVE



3 PERSPECTIVE



4 PERSPECTIVE



5 PERSPECTIVE

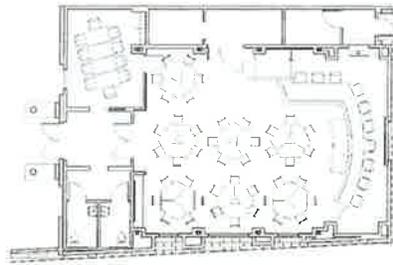


6 PERSPECTIVE

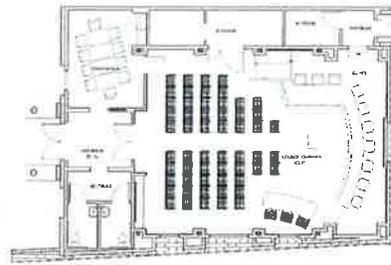


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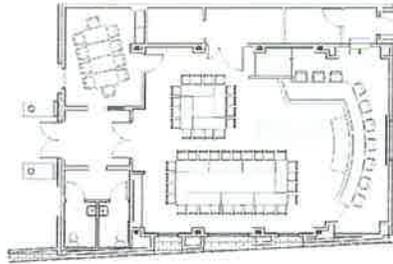
# Room Configurations



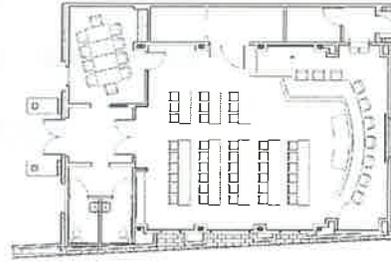
**Nesting + Small Group**  
Capacity : 42 chairs / 7 tables



**Council Sessions + Presentations**  
Capacity : 56 chairs



**Collaborative + Conference**  
Capacity : 44 chairs / 12 tables



**Classroom + Lecture**  
Capacity : 39 chairs / 13 tables



# Room Configurations

# 3D Views + Photos



**Nesting + Small Group**



**Council Sessions + Presentations**



**Collaborative + Conference**



**Classroom + Lecture**



## Estimated Cost of Renovation

Start FY 2016-17

Reconstruction - \$ 567,492.92

FF+E - \$ 54,732.16

Audiovisual - \$ 100,000.00

Grand Total - \$ 722,225.08

**= \$723,000.00**



## Potential Funding Sources

General Fund Reserve	\$375,000
Renewal Energy Fund (Energy Efficient Upgrades)	\$100,000
Public Education Government Fund (Audio/Visual)	\$100,000
Emergency Operations Designated Reserve (Back-up EOC)	\$ 50,000
Capital Growth Fund	\$ 43,000
Water Efficiency Fee Community Workshops/Training)	\$ 30,000
Community Development Block Grant Reserve Funds (ADA)	\$ 25,000
Total	<b>\$723,000</b>

