



**CITY OF SOUTH PASADENA  
CITY COUNCIL CLOSED SESSION  
REGULAR MEETING AGENDA**

**City Manager's Conference Room, Second Floor, City Hall  
1414 Mission Street, South Pasadena, CA 91030**

**Wednesday, May 3, 2017, at 6:15 p.m.**

*The public may comment on Closed Session items prior to the City Council recessing to Closed Session.  
In order to address the City Council on Closed Session items, please complete a Public Comment Card.  
Time allotted per speaker: 3 minutes. The City Council will convene in Open Session at 7:30 p.m.*

**CALL TO ORDER:** Mayor Michael A. Cacciotti

**ROLL CALL:** Councilmembers Robert S. Joe, Marina Khubesrian, M.D.,  
Diana Mahmud, Mayor Pro Tem Richard D. Schneider, M.D.,  
and Mayor Michael A. Cacciotti

**PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS ONLY**

(Time limit is three minutes per person)

The City Council welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the Chief City Clerk prior to the meeting. Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2).

**CLOSED SESSION AGENDA ITEMS**

**A. Public Employee Appointment**

PUBLIC EMPLOYEE APPOINTMENT, Pursuant to Government Code Section 54957

Title: City Manager

**B. Labor Negotiations**

CONFERENCE WITH LEGAL COUNSEL – LABOR NEGOTIATIONS, Pursuant to Government Code Section 54957.6:

City Negotiators: City Manager Sergio Gonzalez, Human Resources Manager Mariam Lee Ko, City Attorney Teresa L. Highsmith, and Attorney Steve Berliner

Represented Employee Organizations: Firefighters’ Association (FFA)  
Police Officers’ Association (POA)  
Public Service Employees’ Association (PSEA) Full Time Unit  
PSEA– Part Time Unit

Unrepresented Employees: Management Employees

**C. Initiation of Litigation**

CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION, Pursuant to Government Code Section 54956.9 (d)(4):

Number of Cases: 1

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

04/27/2017

Date



Desiree Jimenez,  
Deputy City Clerk



**CITY OF SOUTH PASADENA  
CITY COUNCIL REGULAR MEETING AGENDA**

**Amedee O. "Dick" Richards, Jr. Council Chamber  
1424 Mission Street, South Pasadena, CA 91030**

**Wednesday, May 3, 2017, at 7:30 p.m.**

*In order to address the City Council, please complete a Public Comment Card.  
Time allotted per speaker is three minutes.  
No agenda item may be taken after 11:00 p.m.*

- CALL TO ORDER:** Mayor Michael A. Cacciotti
- ROLL CALL:** Councilmembers Robert S. Joe, Marina Khubesrian, M.D., Diana Mahmud; Mayor Pro Tem Richard D. Schneider, M.D.; and Mayor Michael A. Cacciotti
- INVOCATION:** Councilmember Robert S. Joe  
*\*In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*
- PLEDGE OF ALLEGIANCE:** AYSO Region 214 / U10 Girls Soccer Team
- 1. CLOSED SESSION ANNOUNCEMENTS:** A Closed Session Agenda has been posted separately

**PRESENTATIONS**

- 2. Presentation by the Pasadena Humane Society on Available Animal Adoptions**
- 3. Presentation of a Proclamation Declaring May 7-13, 2017 as "Be Kind to Animals Week" in the City of South Pasadena**
- 4. Presentation of a Proclamation Declaring May 2017 as "National Preservation Month" in the City of South Pasadena**
- 5. Presentation of a Certificate of Recognition to AYSO Region 214/ U10 Girls Soccer Team for Winning the 2017 West San Gabriel Valley Area All-Star Championship**
- 6. Presentation of a Proclamation to Outgoing City Manager Sergio Gonzalez for Over 13 Years of Service to the City of South Pasadena**
- 7. Recess to Reception**

**COMMUNICATIONS**

**8. Councilmembers Communications**

Time allotted per Councilmember is three minutes. Additional time will be allotted at the end of the City Council Meeting agenda, if necessary.

**9. City Manager Communications**

**10. Reordering of and Additions to the Agenda**

**PUBLIC COMMENTS AND SUGGESTIONS**  
(Time limit is three minutes per person)  
The City Council welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the Chief City Clerk prior to the meeting. At this time, the public may address the City Council on items that are not on the agenda. Pursuant to state law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

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

**CONSENT CALENDAR**

**11. Minutes of the City Council Meetings of March 21, 2017, April 12, 2017, and April 19, 2017**

Recommendation

Approve the minutes of the March 21, 2017, April 12, 2017, and April 19, 2017 City Council Meetings.



**12. Prepaid Warrants, General City Warrants, and Payroll**

Recommendation

Approve the City of South Pasadena Prepaid Warrants Nos. 198060 through 198096 in the amount of \$629,075.97; General City Warrants Nos. 198097 through 198222 in the amount of \$923,588.40; Payroll dated April 21, 2017, in the amount of \$443,669.06.

**13. Discretionary Fund Request from Councilmember Mahmud in the Amount of \$700 for the Purpose of Sound Technician Services at the Teen Concert Sponsored by the Youth Commission**

Recommendation

Approve the discretionary fund request by Councilmember Mahmud designating \$700 for the purpose of sound technician services at the Teen Concert sponsored by the Youth Commission.

**14. Consideration of Employment Agreement and a Resolution for an Exception to the 180-day Wait Period for Post-Retirement Employment of Elaine Aguilar for the Position of Interim City Manager**

Recommendation

1. Approve a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, requesting approval of Public Employees’ Retirement System (PERS) for hiring of annuitant for temporary appointment to critical position of Interim City Manager pursuant to Government Code Sections 21221(h) and 7522.56(f)(1).”
2. Approve an employment agreement with Elaine Aguilar for the position of Interim City Manager during the recruitment process for a new full time City Manager.

**15. Adoption of a Resolution Approving the Fiscal Year 2017-18 Engineer’s Report Declaring the City’s Intention to Provide for an Annual Levy and Collection of Assessments and Setting a Date and Time for a Public Hearing for the FY 2017-18 Lighting and Landscaping Maintenance District**

Recommendation

1. Adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, approving the Fiscal Year 2017-18 Engineer’s Report declaring the City’s intention to provide for an annual levy and collection of assessments and setting a date and time for a Public Hearing for the Lighting and Landscaping Maintenance District, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California.”
2. Schedule the Public Hearing for the FY 2017-18 Lighting and Landscaping Maintenance District for June 7, 2017, at 7:30 p.m., in the Amedee O. “Dick” Richards, Jr. Council Chamber.

**16. Authorize the Mayor to Enter Into a Purchase and Sales Agreement with the California Department of Transportation for 1107 Grevelia Street and 2006 Berkshire Avenue for the Purpose of Creating Pocket Parks**

Recommendation

Authorize the Mayor to enter into a Purchase and Sales Agreement with the California Department of Transportation for 1107 Grevelia Street and 2006 Berkshire Avenue for the purpose of creating pocket parks.

**17. Notice of Completion for the Library Park Drainage Improvement Project**

Recommendation

Accept the Library Park Drainage Improvement Project as complete and direct staff to record a Notice of Completion with the Los Angeles County Registrar-Recorder/County Clerk.

**18. Approval of Purchase of a 2017 Chevrolet Bolt Electric Vehicle**

Recommendation

1. Accept a bid dated April 11, 2017 from George Chevrolet located in Bellflower, CA for the purchase of a 2017 Chevrolet Bolt electric vehicle in the amount of \$37,554.68.
2. Reject all other bids received.
3. Declare the Public Works Department 2008 Dodge Charger as surplus property and instruct staff to dispose of the item in accordance with South Pasadena Municipal Code Section 2.99-29 and City Surplus Disposal Policy.

**19. Adoption of a Resolution Implementing No Stopping Any Time on Stoney Drive**

Recommendation

Adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, establishing No Stopping Any Time with a provision for removal of vehicle on Stoney Drive.”

**20. Authorize a Letter of Support for Assembly Bill 1274 Regarding Smog Check Requirement Exemptions**

Recommendation

Authorize a Letter of Support for Assembly Bill 1274 which would exempt motor vehicles that are eight or less model-years old from being required to obtain a smog check biennially upon renewal of registration.

**21. Consent to Sublease with Forte Physical Therapy PC under the Master Lease with iTennis, Inc., for the Arroyo Seco Racquet Club**

Recommendation

Consent to sublease with Forte Physical Therapy PC under the master lease with iTennis, Inc., for the Arroyo Seco Racquet Club.

**ACTION/DISCUSSION**

**22. Authorization for the Issuance of a Request for Proposal for the San Pascual Stables and Concessionaire Lease Agreement**

Recommendation

Authorize the issuance of a Request for Proposal for the San Pascual Stables and Concessionaire Lease Agreement.

**23. Authorize the City Manager to Terminate the Shared Command Staff Service Agreement with the Cities of San Gabriel and San Marino and Direct the City Manager to Negotiate a Cooperative Agreement with the City of San Marino for the Sharing of Fire Department Command Staff**

Recommendation

1. Authorize the City Manager to terminate the Tri-City Shared Command Staff Service Agreement.
2. Direct the City Manager to request a waiver of the six month notice.
3. Direct the City Manager to negotiate a Cooperative Agreement with the City of San Marino for the Sharing of Fire Department Command Staff.

**24. Direction Regarding Proposed Budget Expenditures for Fiscal Year 2017-18**

Recommendation

Provide direction regarding supplemental and capital outlay requests, street improvement program, designated reserve funds, and undesignated reserve levels for Fiscal Year 2017-18.

**REPORTS**

**25. Receive and File of the South Pasadena Public Library Strategic Plan 2017-2022**

Recommendation

Receive and file the “South Pasadena Strategic Plan, 2017-2022” and direct staff to provide the City Council with periodic updates to the implementation of the recommendations.

**COUNCILMEMBERS COMMUNICATIONS (continued)**

**ADJOURNMENT**

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

May 17, 2017	Regular City Council Meeting	Council Chamber	7:30 p.m.
June 7, 2017	Regular City Council Meeting	Council Chamber	7:30 p.m.
June 21, 2017	Regular City Council Meeting	Council Chamber	7:30 p.m.

**PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS**

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

- City Clerk's Division, City Hall, 1414 Mission Street, South Pasadena, CA 91030;
- South Pasadena Public Library, 1100 Oxley Street, South Pasadena, CA 91030; and
- City website: [www.southpasadenaca.gov/agendas](http://www.southpasadenaca.gov/agendas)

Agenda related documents provided to the City Council are available for public inspection in the City Clerk's Division, and on the City's website at [www.southpasadenaca.gov/agendas](http://www.southpasadenaca.gov/agendas). During the meeting, these documents will be available for inspection as part of the "Reference Binder" kept in rear of the City Council Chamber.

Regular meetings are broadcast live on Time-Warner Cable Channel 19 and AT&T Channel 99. Meetings are also streamed live via the internet at [www.southpasadenaca.gov/agendas](http://www.southpasadenaca.gov/agendas).

**AGENDA NOTIFICATION SUBSCRIPTION**

Individuals can be placed on an email notification list to receive forthcoming agendas by calling the City Clerk's Division at (626) 403-7230.


**ACCOMMODATIONS**



The City of South Pasadena wishes to make all of its public meetings accessible to the public. Meeting facilities are accessible to persons with disabilities. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Hearing assistive devices are available in the Council Chamber. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

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

04/27/2017  
Date

  
Desiree Jimenez,  
Deputy City Clerk

CITY OF SOUTH PASADENA

**PROCLAMATION**



Declaring the Week of May 7 - 13, 2017,  
as "Be Kind to Animals Week"  
in the City of South Pasadena

- WHEREAS, people enjoy the companionship of domestic animals and the diversity of wildlife; and
- WHEREAS, we have the responsibility to protect these creatures and their habitats, and to show kindness and mercy to them in all of our affairs; and
- WHEREAS, the people in the City of South Pasadena appreciate the animal welfare and anti-cruelty agencies for the invaluable contributions they make each year in protecting animals, both domestic and wild; and
- WHEREAS, we recognize the value of humane education in our schools and community and realize that out of kindness to animals grows respect for our fellow human beings; and
- WHEREAS, the first full week of May has been set as the annual celebration of the national week observing this philosophy of kindness to animals.

NOW, THEREFORE, I, Michael A. Cacciotti, Mayor, on behalf of the City Council of the City of South Pasadena, do hereby proclaim the week of May 7-13, 2017, as "Be Kind to Animals Week" and urge all citizens to fully participate in any events promoting the attitude of kindness and respect toward all animals.



\_\_\_\_\_  
Michael A. Cacciotti, Mayor

May 3, 2017  
Date

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CITY OF SOUTH PASADENA  
**PROCLAMATION**



Declaring the month of May 2017,  
as "Preservation Month"  
in the City of South Pasadena

WHEREAS, the month of May is National Preservation Month; and

WHEREAS, the Historic Preservation Element of the South Pasadena General Plan includes goals, policies and implementation strategies to ensure continued appreciation and protection of the City's rich legacy of substantially intact historic buildings, residential neighborhoods and commercial districts; and

WHEREAS, these resources are worth protecting and are key to the economic future of the City; and

WHEREAS, it is this legacy and the tradition-minded, small-town atmosphere that has preserved and perpetuated a quality of life that has kept so many long-time residents in the community and continues to attract new residents to our community; and

WHEREAS, South Pasadena's adoption of a strong Historic Preservation Element to the General Plan, strong Cultural Heritage Ordinance, and participation in the Mills Act State Historic Preservation Property Tax Incentive Program has earned South Pasadena recognition and benefits from the State Office of Historic Preservation as a Certified Local Government; and

WHEREAS, this stellar record in preserving the City's historic legacy has merited the coveted "A" ratings conferred by the Los Angeles Conservancy in their evaluations of preservation programs in 89 Los Angeles County municipalities.

NOW, THEREFORE, I, Michael A. Cacciotti, Mayor on behalf of the City Council of the City of South Pasadena, do hereby proclaim the month of May 2017, as "Preservation Month" in the City of South Pasadena and encourages the community to visit the South Pasadena Meridian Iron Works Museum as this year marks their 30<sup>th</sup> Anniversary in existence.



\_\_\_\_\_  
Michael A. Cacciotti, Mayor

May 3, 2017  
Date

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CITY OF SOUTH PASADENA

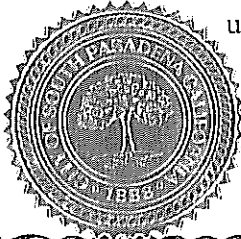
# CERTIFICATE OF RECOGNITION



## American Youth Soccer Organization Region 214 / U10 Girls Soccer Team

2017 Area All-Stars Champions

In recognition of the American Youth Soccer Organization Region 214 / U10 Girls Soccer Team for winning the 2017 West San Gabriel Valley Area All-Stars Championship through raw talent, outstanding athletic performance, unceasing personal commitment, and collaborative teamwork



Dated this 3<sup>rd</sup> day of May, 2017

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk

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**Tuesday, March 21, 2017**  
**Minutes of the Special Meeting of the**  
**Joint City Council/Redevelopment Successor Agency**

**CALL TO ORDER**

A Special Meeting of the South Pasadena Joint City Council/Redevelopment Successor Agency was called to order by Mayor Cacciotti on Tuesday, March 21, 2017, at 7:00 p.m., in the Amedee O. "Dick" Richards, Jr., Council Chamber, located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**Present:** Councilmembers/Redevelopment Successor Agency Joe, Khubesrian, and Mahmud; Mayor Pro Tem/Agency Vice Chair Schneider; and Mayor/Agency Chair Cacciotti.

**Absent:** None.

**City Staff**

**Present:** Sergio Gonzalez, City Manager/Agency Executive Director; Teresa L. Highsmith, City Attorney/Agency Counsel; and Anthony J. Mejia, Chief City Clerk/Chief Agency Secretary were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

**PLEDGE OF ALLEGIANCE**

Mayor Cacciotti led the Pledge of Allegiance.

**CLOSED SESSION ANNOUNCEMENTS**

**1. Closed Session Announcements**

The Special Closed Session of the City Council of March 21, 2017, was called to order by Mayor Cacciotti at 6:30 p.m.

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

A. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION, Pursuant to Government Code Section 54956.9 (d)(4):

Number of Cases: 1

City Attorney Highsmith reported that the City Council provided direction to staff regarding the agendaized Closed Session Item, but did not take any reportable action.

## **ACTION/DISCUSSION**

### **17. Fiscal Year 2017-18 Budget and Priorities**

City Manager Gonzalez narrated a PowerPoint presentation entitled “Budget Study Session”; summarized the City’s financial position and proposed work plan for Fiscal Year 2017-18; reviewed the City’s cash flow projections, noting a potential deficit in later years; provided an update regarding the General Fund designated and undesignated reserves; reviewed the supplemental requests and capital improvement projects; noted that the City Council will be requested to consider reducing the undersigned reserve level from 26.1% to 25%.

During the course of discussion, Councilmembers Khubesrian and Mahmud voiced concern regarding the sidewalks on Mission Avenue, noting that City staff should evaluate them for repairs; suggested that City staff prioritize sidewalk repairs in areas of high pedestrian traffic. Councilmember Mahmud noted that sidewalk repairs may be needed near or around the YMCA on Garfield Avenue; suggested that selection of streets for street improvements projects be evaluated based on pavement condition index and traffic flow, noting the condition of Fair Oaks Avenue. City Manager Gonzalez advised that City staff has discussed recommending that City Council fund design of street improvements for Fair Oaks Avenue in Fiscal Year 2018-19.

Councilmember Joe voiced concern regarding the recent roof leakage at the Senior Center, noting that the computer room is now closed. City Manager Gonzalez advised that City staff is bringing a recommendation forward to award a contract for roof repairs at City-owned facilities at the City Council Meeting of April 19, 2017; noted that City staff will also be recommend the award of a contract to perform a facilities assessment at the same meeting.

The following City staff provided updates regarding their corresponding Departments, including services provided, accomplishments, challenges, staffing levels, notable expenditure and revenue changes, supplemental requests, and areas of focus:

- Sheila Pautsch, representing the Community Services Department
- David Batt, representing the Finance Department
- Mario Rueda, representing the Fire Department
- Steve Fjeldsted, representing the Library Department

- Lucy Demirjian, representing the Management Services Department
- David Watkins, representing the Planning and Building Department
- Arthur Miller, representing the Police Department
- Paul Toor, representing the Public Works Department

In response to City Council inquiry, Community Services Director Pautsch explained that a band shell at Garfield Park would be a permanent fixture and design would be reviewed by appropriate commissions; advised that City staff will take over responsibility of the Teen Center, noting that Natasha Prime and Nick Taylor will continue to lead specific programs as their schedules permit. Councilmember Khubesrian stressed the importance of continuing the senior meal programs, noting that there is a possibility that federal funding may be eliminated.

During the course of discussion, the City Council: 1) expressed concern that a Management Assistant continues to be needed to address Global Water billing issues; 2) suggested that City staff monitor the number of customers served over the counter related to utility billing issues; 3) suggested that the City consider exiting the contract with Global Water if an opportunity arises.

In response to City Council inquiry, City Manager Gonzalez explained that the City's filming permit fees are competitive, noting that an increase may cause a decline in permits.

Mayor Cacciotti opened the Public Comment period.

Larry Rosen, South Pasadena resident, noted that Bushnell Avenue is frequently used as a filming location due to the character of the neighborhood; voiced concern regarding the condition of the street pavement, pointing out that it has been over 50 years since the last street improvements; commended the Public Works Commission for their diligence in inspecting each street in which it is providing a recommendation for street improvements.

Natasha Prime and Nick Taylor, South Pasadena residents, spoke on the history of the Teen Center; stated that they need to refocus their attention from the Teen Center to their personal lives; expressed a desire for the City to continue the Teen Center, noting that they will continue to assist with programming.

Bianca Richards, South Pasadena resident, inquired and received clarification that the City is responsible for issuing all filming permits within the City; expressed concern that filming disrupts parking when conducted near the South Pasadena Farmers' Market on Thursdays.

Barbara Kolkebeck, South Pasadena resident, urged the City Council to repair potholes Citywide, noting that they pose a potential liability to the City; questioned whether the Arroyo Seco Bicycle/Pedestrian Trail should be eliminated if the City needs to find savings; spoke on the importance of maintaining a strong reserve; suggested that the City Council consider employee benefit reductions.

Tucker Brugh, Administrator of the South Pasadena Convalescent Hospital, stressed the importance of undergoing a complete facilities assessment; recommended that the City seek additional opportunities for corporate sponsorships.

There being no others desiring to speak on this item, Mayor Cacciotti closed the Public Comment period.

Councilmember Mahmud spoke on the need for implementing a building permitting system that allows residents to check active permits online.

Police Chief Miller explained that a new Emergency Operations Center could be largely funded utilizing asset forfeiture funds and could be constructed in the City Hall courtyard area; explained that an additional police motorcycle is needed because an additional officer will be assigned to the unit; advised that automated license plate readers can now be launched as the necessary information technology infrastructure is now in place.

Mayor Cacciotti emphasized the need to transition the City's fleet and administrative vehicles to be all-electric vehicles.

In response to City Council inquiry, Public Works Director Toor explained that signal synchronization on Fair Oaks Avenue cannot occur until Interstate 110/Fair Oaks Avenue Ramp Project is resolved by Caltrans. Councilmember Mahmud opined that attention needs to be focused on improving street medians, pointing out the poor condition of the Huntington Drive median.

Mayor Pro Tem Schneider spoke on the need to maintain the urban forest and to continue to fund the program at sufficient levels.

**ADJOURNMENT**

Mayor Cacciotti adjourned the Special Joint City Council/Redevelopment Successor Agency Meeting at 10:25 p.m.

\_\_\_\_\_  
Evelyn G. Zneimer  
City Clerk

\_\_\_\_\_  
Michael A. Cacciotti  
Mayor

Minutes approved by the South Pasadena City Council on May 3, 2017.



**Wednesday, April 12, 2017**  
**Minutes of the Special Meeting of the City Council**

**CALL TO ORDER**

A Special Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, April 12, 2017, at 7:15 p.m., in the City Manager's Conference Room, Second Floor, City Hall, located at 1414 Mission Street, South Pasadena, California.

**ROLL CALL**

**Present:** Councilmembers Joe, Khubesrian, and Mahmud; Mayor Pro Tem Schneider; and Mayor Cacciotti.

**Absent:** None.

**City Staff**

**Present:** Sergio Gonzalez, City Manager, and Teresa L. Highsmith, City Attorney were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

**PUBLIC COMMENTS**

Linda Krausen, South Pasadena resident, advised that the Caltrans residential properties deadline is April 21, 2017; requested that the City Council provide negotiating assistance to the tenants in relation to the Caltrans residential properties.

**CLOSED SESSION**

A. PUBLIC EMPLOYEE APPOINTMENT, Pursuant to Government Code Section 54957:

Title: City Manager

**CLOSED SESSION ANNOUNCEMENTS**

City Attorney Highsmith reported that the City Council provided direction to the City Attorney regarding the City Manager recruitment, but did not take any reportable action.

**ADJOURNMENT**

Mayor Cacciotti adjourned the Special City Council Meeting at 8:32 p.m.

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Evelyn G. Zneimer  
City Clerk

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Michael A. Cacciotti  
Mayor

Minutes approved by the South Pasadena City Council on May 3, 2017.



# Memo

**Date:** May 3, 2017

**To:** Honorable Mayor and Members of the City Council

**Via:** Sergio Gonzalez, City Manager

**From:** Anthony J. Mejia, Chief City Clerk

**Re:** Agenda Item No. 11 - Minutes of the City Council Meetings of March 21, 2017, April 12, 2017, and April 19, 2017

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The April 19, 2017 Regular City Council Meeting Minutes will be provided to the City Council and posted to the City website under separate cover in advance of the May 3, 2017 City Council Meeting.

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# City of South Pasadena/ Redevelopment Successor Agency Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: David Batt, Finance Director *DB*  
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$938,195.69  
General City Warrants in the Amount of \$923,588.40 and Payroll  
in the Amount of \$443,669.06**

## Recommendation

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

## Fiscal Impact

### Prepaid Warrants:

Warrant # 198060 – 198096 \$ 629,075.97

### General City Warrants:

Warrant # 198097 – 198222 \$ 923,588.40

Payroll 04-21-17 \$ 443,669.06

### RSA:

Prepaid Warrants \$ 309,119.72

General City Warrants \$

Payroll 04-21-17 \$

Total \$ 2,305,453.15

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Legal Review

The City Attorney has not reviewed this item.

## Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

AGENDA ITEM 12

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 04-21-17
5. Redevelopment Successor Agency Check Summary Total

**ATTACHMENT 1**  
**Warrant Summary**

City of South Pasadena  
Demand/Warrant Register

Recap by fund

Fund No.	Date 05.03.17 Amounts			
	Prepaid	Written	Payroll	
General Fund	101	76,385.52	174,229.83	250,070.42
Insurance Fund	103			
Street Improvement Program	104		3,833.00	
Facilities & Equip.Cap. Fund	105			
Local Transit Return "A"	205	259.40	7,774.35	8,747.76
Local Transit Return "C"	207		1,730.17	7,389.61
Sewer Fund	210	500.00	35.41	13,104.92
CTC Traffic Improvement	211			
Street Lighting Fund	215	13,467.18	40,255.21	6,078.21
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220			
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226		804.13	
Housing Authority Fund	228			
State Gas Tax	230	510.36	389.09	15,691.83
County Park Bond Fund	232	694.25	370.52	
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
BTA Grants	248			
Golden Streets Grant	249		25,969.47	
Capital Growth Fund	255			
CDBG	260			
Asset Forfeiture	270			
Police Grants - State	272		46,640.32	
Homeland Security Grant	274			
Park Impact Fees	275	8,287.00		
HSIP Grant	277			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310		110,718.15	134.88
Water Fund	500	307,071.72	510,838.75	60,094.36
2016 Water Revenue Bonds Fund	505			
Public Financing Authority	550			
Payroll Clearing Fund	700	221,900.54		82,357.07
<b>Column Totals</b>		<b>629,075.97</b>	<b>923,588.40</b>	<b>443,669.06</b>
<b>City Report Totals</b>			<b>1,996,333.43</b>	

Recap by fund

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	309,119.72	-	-
<b>Column Totals</b>		<b>309,119.72</b>	<b>-</b>	<b>-</b>
<b>RSA Report Totals</b>			<b>309,119.72</b>	
<b>Grand Report Total</b>			<b>2,305,453.15</b>	

Michael A. Cacciotti, Mayor

*David Batt*  
David Batt, Finance Director

Evelyn G. Zneimer, City Clerk

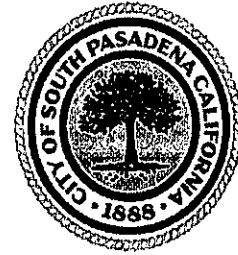
**ATTACHMENT 2**  
**Prepaid Warrant List**

<b>Voided Checks</b>	
<b>197888</b>	<b>\$1,615.00</b>
<b>198073</b>	<b>\$154,559.86</b>

# Accounts Payable

## Check Detail

User: mfestejo  
 Printed: 04/27/2017 - 11:27 AM



Check Number	Check Date		Amount
<b>AGU1112 - Aguado, Joan Line Item Account</b>			
198060	04/13/2017		
Inv	4/11/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/11/2017	Reimb. LMGI Awards Ticket	101-3010-3011-8090-000	85.00
Inv 4/11/17 Total			85.00
198060 Total:			85.00
<b>AGU1112 - Aguado, Joan Total:</b>			85.00
<b>AME0229 - Ameritas Line Item Account</b>			
198074	04/20/2017		
Inv	P/R/E 4/16/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Vision Ins. May-17	700-0000-0000-2268-000	3,135.64
Inv P/R/E 4/16/17 Total			3,135.64
198074 Total:			3,135.64
<b>AME0229 - Ameritas Total:</b>			3,135.64
<b>ATH0292 - Athens Disposal Company Line Item Account</b>			
198061	04/13/2017		
Inv	April 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	Estimate Rubbish Fees April 2017	500-0000-0000-5360-000	275,052.26
Inv April 2017 Total			275,052.26
Inv April 2017*			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	Estimate Recycling Fees April 2017	500-0000-0000-5360-000	9,282.70
Inv April 2017* Total			9,282.70
Inv March 2017			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	



Check Number	Check Date		Amount
04/10/2017	Yard Waste Fees March 2017	500-0000-0000-5525-000	21,082.29
	Inv March 2017 Total		21,082.29
	Inv March 2017*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	Low Income Fees March 2017	101-0000-0000-4210-001	2,086.48
	Inv March 2017* Total		2,086.48
198061 Total:			307,503.73
<b>ATH0292 - Athens Disposal Company Total:</b>			<b>307,503.73</b>
<b>BCCC2011 - BankCard Center Line Item Account</b>			
198086	04/18/2017		
	Inv 0210		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/01/2017	Lunch Mtg w/Dr. Marina - Julienne Restaurant	101-2010-2011-8090-000	31.00
	Inv 0210 Total		31.00
	Inv 0210A		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/07/2017	CM Tapcard Reload - LA Transit Mission QPS	101-2010-2011-8090-000	20.00
	Inv 0210A Total		20.00
198086 Total:			51.00
198087	04/18/2017		
	Inv 0236		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2017	CPRS Conference Meal - Firestone Public House	101-8030-8031-8020-000	98.57
	Inv 0236 Total		98.57
198087 Total:			98.57
198088	04/18/2017		
	Inv 0244		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2017	PD Det. Joe Johnson Fuel Expenses	101-4010-4011-8020-000	398.99
	Inv 0244 Total		398.99
198088 Total:			398.99

Check Number	Check Date		Amount
198094	04/24/2017		
Inv 6841			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2017	CPRS Conf. Shuttle-SuperShuttle	101-8030-8032-8090-000	38.00
02/28/2017	CPRS Conf. Shuttle-SuperShuttle	101-8030-8021-8090-000	38.00
Inv 6841 Total			76.00
Inv 6841A			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2017	Sr. Center Supplies-Restaurant Depot	101-0000-0000-2994-001	598.66
Inv 6841A Total			598.66
Inv 6841AA			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2017	Sr. Center Supplies - Restaurant Depot	101-0000-0000-2994-001	582.38
Inv 6841AA Total			582.38
Inv 6841B			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/01/2017	Council Meal 3/1/17 - Oak Tree Inn	101-1010-1011-8090-000	111.86
Inv 6841B Total			111.86
Inv 6841BB			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2017	General Plan Mtg. Refreshments - Vons	101-7010-7011-8020-000	33.70
Inv 6841BB Total			33.70
Inv 6841C			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2017	CPRS Conf. Flight-M.Cacciotti-Southwest	101-1010-1011-8090-000	236.94
Inv 6841C Total			236.94
Inv 6841CC			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/23/2017	Sr. Center Supplies - Trader Joes	101-8030-8021-8020-000	67.37
Inv 6841CC Total			67.37
Inv 6841D			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/03/2017	PD Equipment - ImpactDataBooks.com	101-4010-4011-8020-000	121.68
Inv 6841D Total			121.68

Check Number	Check Date		Amount
Inv 6841DD			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/23/2017	HR Oral Board Lunch - Gus's BBQ	101-2010-2013-8020-000	72.54
Inv 6841DD Total			72.54
Inv 6841E			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/03/2017	CPRS Conf. Hotel - Hyatt Hotel - L.Hakobian	101-8030-8032-8090-000	618.90
Inv 6841E Total			618.90
Inv 6841EE			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/23/2017	Sr. Center Senior Prom Food - Charlie's Trio	101-0000-0000-2994-001	235.44
Inv 6841EE Total			235.44
Inv 6841F			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/03/2017	CPRS Conf. Hotel - Hyatt Hotel - S.Pautsch	101-8030-8031-8090-000	848.20
Inv 6841F Total			848.20
Inv 6841FF			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/23/2017	DropBox Busn. for Assorted City Dept. - DropBox	101-3010-3032-8180-000	90.00
Inv 6841FF Total			90.00
Inv 6841G			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/03/2017	CPRS Conf. Hotel - Hyatt Hotel - A. Kim	101-8030-8032-8090-000	618.90
Inv 6841G Total			618.90
Inv 6841GG			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/26/2017	Sr. Center Monthly Netflix Fee - Netflix.com	101-8030-8021-8020-000	28.29
Inv 6841GG Total			28.29
Inv 6841H			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/03/2017	CPRS Conf. Hotel - Hyatt Hotel - M. Cacciotti	101-1010-1011-8090-000	229.30
Inv 6841H Total			229.30
Inv 6841HH			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/27/2017	Passport Application Fees - USPS.com	101-0000-0000-5255-000	192.85

Check Number	Check Date		Amount
Inv 6841HH Total			192.85
Inv 6841I			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/07/2017	General Plan Mtg Refreshments - Pavilions	101-7010-7011-8020-000	28.21
Inv 6841I Total			28.21
Inv 6841J			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/08/2017	PD Equipment - Beck Tek	101-4010-4011-8020-000	163.84
Inv 6841J Total			163.84
Inv 6841K			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/08/2017	PD Equipment - Monoprince	101-4010-4011-8020-000	21.04
Inv 6841K Total			21.04
Inv 6841L			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/09/2017	PD Equipment - CDW	101-4010-4011-8020-000	109.03
Inv 6841L Total			109.03
Inv 6841M			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/11/2017	PD Equipment - Magnatag	101-4010-4011-8020-000	319.60
Inv 6841M Total			319.60
Inv 6841N			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/10/2017	Meeting Refreshments - Vons	101-1010-1011-8090-000	67.11
Inv 6841N Total			67.11
Inv 6841O			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/10/2017	Meeting Refreshments - Office Depot	101-1010-1011-8090-000	28.87
Inv 6841O Total			28.87
Inv 6841P			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/11/2017	Meeting Refreshments - Lucky Boy Hamburgers	101-1010-1011-8090-000	138.98
Inv 6841P Total			138.98

Check Number	Check Date		Amount
Inv 6841Q			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2017	Passport Program Supplies - Walmart.com	101-1020-1021-8180-000	259.80
Inv 6841Q Total			259.80
Inv 6841R			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/14/2017	Focus Mtg Refreshments - Vons	101-7010-7011-8020-000	26.57
Inv 6841R Total			26.57
Inv 6841S			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Council Meal 3/15/17 - Patakan Restaurant	101-1020-1021-8090-000	100.92
Inv 6841S Total			100.92
Inv 6841T			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Sr. Center Supplies - Smart N Final	101-8030-8021-8020-000	239.60
Inv 6841T Total			239.60
Inv 6841U			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Sr. Center Supplies - Party City	101-8030-8021-8020-000	109.97
Inv 6841U Total			109.97
Inv 6841V			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/18/2017	CC TTC 3/13-17/17 Hotel - Courtyard Marriott - Natalie Sanchez	101-1020-1021-8090-000	430.16
Inv 6841V Total			430.16
Inv 6841W			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2017	HR Oral Board Lunch - Fiore Market	101-2010-2013-8020-000	46.43
Inv 6841W Total			46.43
Inv 6841X			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2017	Sr. Center Supplies- Michaels	101-8030-8021-8020-000	57.66
Inv 6841X Total			57.66
Inv 6841Y			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2017	Meeting Supplies - Staples	101-1020-1021-8520-000	429.82

Check Number	Check Date		Amount
Inv 6841Y Total			429.82
Inv 6841Z			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2017	Council Meal 3/21/17 - Corner Bakery	101-1010-1011-8090-000	88.00
Inv 6841Z Total			88.00
198094 Total:			7,428.62
<b>BCCC3010 - BankCard Center Total:</b>			7,977.18
<b>ZAMR7000 - Billingslea, Jr., Thomas H. Line Item Account</b>			
198075	04/20/2017		
Inv P/R/E 4/16/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Garnishment	700-0000-0000-2264-000	805.40
Inv P/R/E 4/16/17 Total			805.40
198075 Total:			805.40
<b>ZAMR7000 - Billingslea, Jr., Thomas H. Total:</b>			805.40
<b>CDOT9500 - CA Dept. of Transportation Line Item Account</b>			
198095	04/26/2017		
Inv # 68499-01-01			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/19/2017	5% Purchase Deposit 1107 Greveila Street Parcel# 68499-01-01	101-9000-9500-9500-000	9,390.00
Inv # 68499-01-01 Total			9,390.00
198095 Total:			9,390.00
<b>CDOT9500 - CA Dept. of Transportation Total:</b>			9,390.00
<b>CAL0627 - CA Franchise Tax Board Line Item Account</b>			
198076	04/20/2017		
Inv P/R/E 4/16/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Garnishment	700-0000-0000-2264-000	100.00
Inv P/R/E 4/16/17 Total			100.00
198076 Total:			100.00

Check Number	Check Date		Amount
198077	04/20/2017		
	Inv	P/R/E 4/16/17	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	04/17/2017	Garnishment	700-0000-0000-2264-000
			917.20
	Inv P/R/E 4/16/17 Total		917.20
			<hr/>
198077 Total:			917.20
			<hr/>
<b>CAL0636 - CA Franchise Tax Board Total:</b>			1,017.20
			<hr/>
<b>CSD3010 - Ca. State Disbursement Unit Line Item Account</b>			
198078	04/20/2017		
	Inv	P/R/E 4/16/17	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	04/17/2017	Garnishment	700-0000-0000-2264-000
			400.50
	Inv P/R/E 4/16/17 Total		400.50
			<hr/>
198078 Total:			400.50
			<hr/>
<b>CSD3010 - Ca. State Disbursement Unit Total:</b>			400.50
			<hr/>
<b>TA5680 - CAL PERS 457 PLAN Line Item Account</b>			
198079	04/20/2017		
	Inv	P/R/E 4/16/17	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	04/17/2017	Deferred Comp	700-0000-0000-2260-000
			4,251.95
	Inv P/R/E 4/16/17 Total		4,251.95
			<hr/>
198079 Total:			4,251.95
			<hr/>
<b>STA5680 - CAL PERS 457 PLAN Total:</b>			4,251.95
			<hr/>
<b>SOU5401 - City of South Pasadena-Sr.Center Line Item Account</b>			
198089	04/18/2017		
	Inv	4/13/17	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	04/13/2017	Reimb. Petty Cash	101-0000-0000-2994-001
			229.28
	04/13/2017	Reimb. Petty Cash	101-8030-8021-8020-000
			79.54
	Inv 4/13/17 Total		308.82
			<hr/>
198089 Total:			308.82

Check Number	Check Date		Amount
<b>SOU5401 - City of South Pasadena-Sr.Center Total:</b>			308.82
<b>DMPS7101 - Digital Map Products Line Item Account</b>			
198062	04/13/2017		
Inv	17389		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/11/2017	Parcel Map Update @ School District & Private Streets	101-7010-7011-8020-000	600.00
Inv 17389 Total			600.00
198062 Total:			600.00
<b>DMPS7101 - Digital Map Products Total:</b>			600.00
<b>EURO6710 - Eurofins Eaton Analytical Line Item Account</b>			
198063	04/13/2017		
Inv	L0293288		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	127.00
Inv L0293288 Total			127.00
198063 Total:			127.00
<b>EURO6710 - Eurofins Eaton Analytical Total:</b>			127.00
<b>COBR7131 - Flex Advantage Line Item Account</b>			
198080	04/20/2017		
Inv	97433		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Adminstration Cost	101-3010-3041-7131-000	108.00
Inv 97433 Total			108.00
Inv P/R/E 4/16/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Retiree Health Reimbursement 5/17	101-3010-3041-7131-000	1,243.45
Inv P/R/E 4/16/17 Total			1,243.45
198080 Total:			1,351.45
<b>COBR7131 - Flex Advantage Total:</b>			1,351.45
<b>HOM1515 - Home Depot Credit Services Line Item Account</b>			
198064	04/13/2017		



<b>Check Number</b>	<b>Check Date</b>			<b>Amount</b>
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Inv 4772176

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
03/10/2017	Supplies	500-6010-6711-8020-000		375.30

Inv 4772176 Total 375.30

Inv 5235956

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
03/09/2017	Supplies	230-6010-6116-8020-000		510.36

Inv 5235956 Total 510.36

Inv 6736884

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
03/08/2017	Supplies	101-6010-6601-8130-000		125.83

Inv 6736884 Total 125.83

Inv 7093968

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
03/07/2017	Supplies	232-6010-6417-8180-000		246.75

Inv 7093968 Total 246.75

198064 Total: 1,258.24

**HOM1515 - Home Depot Credit Services Total:** 1,258.24

**IAFC4010 - IAFCI Line Item Account**

198065 04/13/2017

Inv 4/12/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
05/03/2017	PD Training Registration - Det. DuBois	101-4010-4011-8200-000		80.00

Inv 4/12/17 Total 80.00

198065 Total: 80.00

**IAFC4010 - IAFCI Total:** 80.00

**ICM1610 - ICMA Line Item Account**

198081 04/20/2017

Inv P/R/E 4/16/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
04/17/2017	Deferred Comp	700-0000-0000-2260-000		4,092.23

Inv P/R/E 4/16/17 Total 4,092.23

Check Number	Check Date		Amount
198081	Total:		4,092.23
<b>ICM1610 - ICMA Total:</b>			4,092.23
<b>IZUR9185 - Izurieta Fence Company Line Item Account</b>			
198090	04/18/2017		
Inv	01399		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Replace Portion of Fencing Along the Arroyo Golf Course	275-9000-9190-9190-000	8,287.00
Inv 01399	Total		8,287.00
198090 Total:			8,287.00
<b>IZUR9185 - Izurieta Fence Company Total:</b>			8,287.00
<b>MJRI2950 - Magic Jump Rentals Inc. Line Item Account</b>			
198066	04/13/2017		
Inv	178971		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/11/2017	Doggy Day Event Jump House	101-8030-8032-8264-000	90.00
Inv 178971	Total		90.00
198066 Total:			90.00
<b>MJRI2950 - Magic Jump Rentals Inc. Total:</b>			90.00
<b>MMSC2011 - MMASC Line Item Account</b>			
198067	04/13/2017		
Inv	12018134		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	Annual Membership Dues - Mariam Lee Ko	101-2010-2013-8060-000	85.00
Inv 12018134	Total		85.00
Inv	5/3/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	2017 Women's Leadership Summit 5/3/17 Registration-Mariam Ko	101-2010-2013-8090-000	130.00
Inv 5/3/17	Total		130.00
Inv	5/3/17*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/11/2017	2017 Women's Leadership Summit 5/3/17 Registration-Sheila Pautsc	101-8030-8031-8090-000	155.00
Inv 5/3/17*	Total		155.00

98067 Total:			370.00
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<b>MMSC2011 - MMASC Total:</b>			370.00
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**MOR2900 - Morrow & Holman Plumbing Inc Line Item Account**

198068	04/13/2017		
Inv	P-02-2168		

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2017	Garfield Park Emergency Drain Line Cleaning	232-6010-6417-8180-000	447.50

Inv P-02-2168 Total			447.50
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198068 Total:			447.50
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<b>MOR2900 - Morrow &amp; Holman Plumbing Inc Total:</b>			447.50
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**VRMZ7000 - Munoz, Valerie Line Item Account**

198082	04/20/2017		
Inv	P/R/E 4/16/17		

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Garnishment	700-0000-0000-2264-000	750.00

Inv P/R/E 4/16/17 Total			750.00
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198082 Total:			750.00
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<b>VRMZ7000 - Munoz, Valerie Total:</b>			750.00
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**MZAG8030 - MZ Auto Glass Line Item Account**

198091	04/18/2017		
Inv	29254		

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Repair Van# 75 Shattered Passenger Window	205-8030-8025-8100-000	259.40

Inv 29254 Total			259.40
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198091 Total:			259.40
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<b>MZAG8030 - MZ Auto Glass Total:</b>			259.40
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**OSHS6101 - Orchard Business/SYNCB Line Item Account**

198069	04/13/2017		
Inv	026767		

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/10/2017	Supplies	101-4010-4011-8020-000	75.86

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Check Number	Check Date		Amount
Inv 026767	Total		75.86
Inv 026786			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/10/2017	Supplies	101-5010-5011-8020-000	116.47
Inv 026786	Total		116.47
Inv 029557			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2017	Supplies	101-6010-6601-8020-000	40.03
Inv 029557	Total		40.03
Inv 032215			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/14/2017	Supplies	101-4010-4011-8020-000	68.15
Inv 032215	Total		68.15
Inv 032326			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/14/2017	Supplies	101-6010-6601-8020-000	211.94
Inv 032326	Total		211.94
Inv 033096			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/17/2017	Supplies	101-6010-6601-8020-000	41.39
Inv 033096	Total		41.39
Inv 033997			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2017	Supplies	101-4010-4011-8020-000	61.98
Inv 033997	Total		61.98
Inv 036206			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2017	Supplies	101-6010-6601-8120-000	204.37
Inv 036206	Total		204.37
Inv 038476			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2017	Supplies	101-4010-4011-8020-000	44.41
Inv 038476	Total		44.41

Check Number	Check Date		Amount
Inv 040438			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/17/2017	Supplies	101-8030-8032-8120-000	18.89
Inv 040438 Total			18.89
Inv 041209			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2017	Supplies	101-6010-6410-8020-000	208.15
Inv 041209 Total			208.15
Inv 048969			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/08/2017	Supplies	215-6010-6201-8020-000	142.69
03/08/2017	Supplies	101-6010-6601-8020-000	142.69
Inv 048969 Total			285.38
Inv 050395			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2017	Supplies	101-6010-6601-8020-000	24.19
Inv 050395 Total			24.19
Inv 058284			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/07/2017	Supplies	101-4010-4011-8020-000	15.49
Inv 058284 Total			15.49
Inv 063399			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/19/2017	Supplies	101-5010-5011-8020-000	75.93
Inv 063399 Total			75.93
Inv 063453			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/19/2017	Supplies	101-5010-5011-8020-000	9.29
Inv 063453 Total			9.29
Inv 150389			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/09/2017	Supplies	101-6010-6601-8020-000	61.93
Inv 150389 Total			61.93
Inv 153449			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
03/22/2017	Supplies	500-6010-6711-8020-000	17.53
Inv 153449 Total			17.53
Inv 159958			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/07/2017	Supplies	500-6010-6711-8020-000	19.64
Inv 159958 Total			19.64
Inv 196709			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Supplies	101-8030-8021-8120-000	108.22
Inv 196709 Total			108.22
198069 Total:			1,709.24
<b>OSHS6101 - Orchard Business/SYNCB Total:</b>			1,709.24
<b>PER4290 - Pers Health Insurance Line Item Account</b>			
198083	04/20/2017		
Inv P/R/E 4/16/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Health Ins May-17	101-3010-3041-7131-000	47,658.12
04/17/2017	Health Ins May-17	700-0000-0000-2262-000	114,286.19
Inv P/R/E 4/16/17 Total			161,944.31
198083 Total:			161,944.31
<b>PER4290 - Pers Health Insurance Total:</b>			161,944.31
<b>PER4770 - Pers Retirement Line Item Account</b>			
198084	04/20/2017		
Inv P/R/E 4/16/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Retirement Svc Period 4/3-4/16/17	700-0000-0000-2240-000	90,299.50
Inv P/R/E 4/16/17 Total			90,299.50
198084 Total:			90,299.50
<b>PER4770 - Pers Retirement Total:</b>			90,299.50
<b>RFC18180 - Raftelis Financial Consult.Svcs. Inc. Line Item Account</b>			
198070	04/13/2017		

Check Number	Check Date		Amount
Inv	SPCA 1608-03		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2017	Water Rate Study 1/17	500-6010-6711-8170-000	1,115.00
Inv SPCA 1608-03 Total			1,115.00
Inv	SPCA1610-02		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2017	Conduct Comprehensive Citywide Waste Water 1/17	210-6010-6501-8180-000	500.00
Inv SPCA1610-02 Total			500.00
198070 Total:			1,615.00
<b>RFCI8180 - Raftelis Financial Consult.Svcs. Inc. Total:</b>			1,615.00
<b>SOU6666 - So. CA Edison Co. Line Item Account</b>			
198071	04/13/2017		
Inv	3-008-8091-11		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/1-4/1/17	215-6010-6201-8140-000	3,945.72
Inv 3-008-8091-11 Total			3,945.72
Inv	3-008-8091-11*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	9/27/16-3/1/17 Credit	215-6010-6201-8140-000	-43.44
Inv 3-008-8091-11* Total			-43.44
Inv	3-008-8091-12		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/1-4/1/17	215-6010-6115-8140-000	867.67
Inv 3-008-8091-12 Total			867.67
Inv	3-008-8091-13		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/1-4/1/17	215-6010-6201-8140-000	7,689.81
Inv 3-008-8091-13 Total			7,689.81
Inv	3-008-8091-14		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/1-4/1/17	215-6010-6201-8140-000	11.56
Inv 3-008-8091-14 Total			11.56
Inv	3-008-8091-16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
04/07/2017	3/7-4/5/17	215-6010-6201-8140-000	128.56
Inv 3-008-8091-16 Total			128.56
Inv 3-008-8091-17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6201-8140-000	54.60
Inv 3-008-8091-17 Total			54.60
Inv 3-008-8091-18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6201-8140-000	50.40
Inv 3-008-8091-18 Total			50.40
Inv 3-008-8091-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6201-8140-000	41.03
Inv 3-008-8091-19 Total			41.03
Inv 3-008-8091-20			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6201-8140-000	71.67
Inv 3-008-8091-20 Total			71.67
Inv 3-008-8091-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6201-8140-000	75.32
Inv 3-008-8091-21 Total			75.32
Inv 3-008-8091-22			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6201-8140-000	42.21
Inv 3-008-8091-22 Total			42.21
Inv 3-008-8091-23			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6201-8140-000	69.28
Inv 3-008-8091-23 Total			69.28
Inv 3-008-8091-24			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6201-8140-000	68.81
Inv 3-008-8091-24 Total			68.81



Inv 3-008-8436-55

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6201-8140-000	122.60

Inv 3-008-8436-55 Total 122.60

Inv 3-025-4910-19

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6115-8140-000	96.40

Inv 3-025-4910-19 Total 96.40

Inv 3-026-6343-40

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/7-4/5/17	215-6010-6115-8140-000	16.47

Inv 3-026-6343-40 Total 16.47

Inv 3-045-0630-89

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	3/1-4/1/17	215-6010-6201-8140-000	15.82

Inv 3-045-0630-89 Total 15.82

198071 Total: 13,324.49

**SOU6666 - So. CA Edison Co. Total:** 13,324.49

**TIM4011 - Time Warner Cable Line Item Account**

198072 04/13/2017

Inv 008 0311688

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	1100 Oxley St. Ethernet Fiber 4/11-5/10/17	101-3010-3032-8180-000	1,219.58

Inv 008 0311688 Total 1,219.58

Inv 008 0311704

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Yard Ethernet Fiber 4/11-5/10/17	101-3010-3032-8180-000	1,219.58

Inv 008 0311704 Total 1,219.58

Inv 008 0311712

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	City Hall Ethernet Fiber 4/11-5/10/17	101-3010-3032-8180-000	1,190.00

Inv 008 0311712 Total 1,190.00

198072 Total: 3,629.16

Check Number	Check Date		Amount
198092	04/18/2017		
Inv	008 0011783		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/09/2017	Camp Med Internet 4/19-5/18/17	101-8030-8032-8268-000	78.15
Inv 008 0011783 Total			78.15
Inv	008 0012179		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	PD Cable Svcs 4/16-5/15/17	101-4010-4011-8110-000	197.60
Inv 008 0012179 Total			197.60
Inv	008 0269985		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	City Hall 2nd Modem Svcs 4/17-5/16/17	101-3010-3032-8150-000	146.79
Inv 008 0269985 Total			146.79
198092 Total:			422.54
<b>TIM4011 - Time Warner Cable Total:</b>			4,051.70
<b>UNIO7221 - Union Bank MUFG Line Item Account</b>			
198073	04/13/2017		
Inv	6711646799		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Downtown Revitalization Redevelopment Tax Bonds	227-0000-0000-1001-000	-290.77
04/13/2017	Downtown Revitalization Redevelopment Tax Bonds	227-7200-7211-8331-000	39,850.63
04/13/2017	Downtown Revitalization Redevelopment Tax Bonds	227-7200-7211-8330-000	115,000.00
Inv 6711646799 Total			154,559.86
198073 Total:		<b>VOIDED</b>	154,559.86
198096	04/26/2017		
Inv	6711646799		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Downtown Revitalization Redevelopment Tax Bonds	227-7200-7211-8331-000	39,850.63
04/13/2017	Downtown Revitalization Redevelopment Tax Bonds	227-7200-7211-8330-000	115,000.00
04/13/2017	Downtown Revitalization Redevelopment Tax Bonds	227-0000-0000-1001-000	-290.77
Inv 6711646799 Total			154,559.86
198096 Total:			154,559.86
<b>UNIO7221 - Union Bank MUFG Total:</b>			309,119.72

Check Number	Check Date		Amount
<b>POR4707 - United Site Services, Inc. Line Item Account</b>			
198093	04/18/2017		
Inv	114-5080044		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2017	Port a Potty @ Nelson Field 3/8-4/4/17	101-8030-8032-8180-000	379.35
Inv 114-5080044 Total			379.35
Inv	114-5143640		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Port a Potty @ Skate Park 3/28-4/24/17	101-8030-8032-8180-000	302.21
Inv 114-5143640 Total			302.21
198093 Total:			681.56
<b>POR4707 - United Site Services, Inc. Total:</b>			681.56
<b>ING1680 - Voya Financial Line Item Account</b>			
198085	04/20/2017		
Inv	P/R/E 4/16/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Deferred Comp	700-0000-0000-2260-000	2,861.93
Inv P/R/E 4/16/17 Total			2,861.93
198085 Total:			2,861.93
<b>ING1680 - Voya Financial Total:</b>			2,861.93
Total:			938,195.69

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**ATTACHMENT 3**  
**General City Warrant List**

# Accounts Payable

## Check Detail

User: mfestejo  
 Printed: 04/27/2017 - 11:08AM



Check Number	Check Date		Amount
<b>ALH0179 - Alhambra Car Wash Line Item Account</b>			
198097	05/03/2017		
Inv	Mar 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	PD Car Washes 3/17	101-4010-4011-8100-000	207.00
Inv Mar 2017 Total			207.00
198097 Total:			207.00
<b>ALH0179 - Alhambra Car Wash Total:</b>			207.00
<b>ACMT2920 - All City Management Line Item Account</b>			
198098	05/03/2017		
Inv	48104		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2017	PD School Crossing Guard Svcs 3/12-25/17	101-4010-4011-8180-000	7,686.81
Inv 48104 Total			7,686.81
198098 Total:			7,686.81
<b>ACMT2920 - All City Management Total:</b>			7,686.81
<b>AMZN8030 - Amazon/SYNCB Line Item Account</b>			
198099	05/03/2017		
Inv	060606279743		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	Supplies	101-8030-8032-8264-000	244.53
Inv 060606279743 Total			244.53
Inv	087790607393		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/09/2017	Supplies	101-8030-8032-8264-000	17.25
Inv 087790607393 Total			17.25
Inv	104277457833		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
	03/21/2017	Supplies	101-8030-8021-8020-000 54.36
	Inv 104277457833	Total	54.36
	Inv 135007365729		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/15/2017	Supplies	101-8030-8032-8020-000 28.02
	Inv 135007365729	Total	28.02
	Inv 169165567213		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	04/06/2017	Supplies	101-8030-8032-8264-000 40.95
	Inv 169165567213	Total	40.95
	Inv 284024401825		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/24/2017	Supplies	101-8030-8032-8268-000 25.00
	Inv 284024401825	Total	25.00
	Inv 284025534098		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/14/2017	Supplies	101-8030-8032-8110-000 248.38
	Inv 284025534098	Total	248.38
	Inv 285700307048		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/15/2017	Supplies	101-7010-7011-8020-000 53.77
	Inv 285700307048	Total	53.77
	Inv 301190706181		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/25/2017	Supplies	101-8030-8032-8268-000 21.71
	Inv 301190706181	Total	21.71
	198099	Total:	733.97
	AMZN8030 - Amazon/SYNCB	Total:	733.97
	AME8011 - American Library Ass'n.	Line Item Account	
	198100	05/03/2017	
	Inv 0012880		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	04/12/2017	Membership Dues 2017- Steve Fjeldsted	101-8010-8011-8060-000 137.00

Check Number	Check Date		Amount
Inv 0012880	Total		137.00
198100 Total:			137.00
<b>AME8011 - American Library Ass'n. Total:</b>			137.00
<b>ARA0260 - Aramark Uniform Services Line Item Account</b>			
198101	05/03/2017		
Inv	532382607		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/20/2017	Uniform Svc	210-6010-6501-8132-000	9.16
04/20/2017	Uniform Svc	500-6010-6710-8132-000	53.71
04/20/2017	Uniform Svc	215-6010-6201-8132-000	18.16
04/20/2017	Uniform Svc	215-6010-6310-8132-000	28.98
04/20/2017	Uniform Svc	500-6010-6711-8132-000	15.21
04/20/2017	Uniform Svc	101-6010-6601-8132-000	14.11
04/20/2017	Uniform Svc	230-6010-6116-8132-000	46.84
Inv 532382607 Total			186.17
198101 Total:			186.17
<b>ARA0260 - Aramark Uniform Services Total:</b>			186.17
<b>ARTI6601 - Artic Mechanical Inc. Line Item Account</b>			
198102	05/03/2017		
Inv	C10741-100		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/07/2016	Replacement of Water Heat Pump @ FD	101-6010-6601-8120-000	15,422.00
Inv C10741-100 Total			15,422.00
Inv	C10741-100C		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	Replacement of Water Heat Pump @ FD CREDIT	101-6010-6601-8120-000	-2,500.00
Inv C10741-100C Total			-2,500.00
198102 Total:			12,922.00
<b>ARTI6601 - Artic Mechanical Inc. Total:</b>			12,922.00
<b>CIN4011 - AT&amp;T --Cingular Wireless Line Item Account</b>			
198103	05/03/2017		
Inv	287014917916x04		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/08/2017	City Mobile Devices 3/9-4/8/17	101-3010-3032-8150-000	420.00
04/08/2017	City Mobile Devices 3/9-4/8/17	500-6010-6710-8150-000	53.38



Check Number	Check Date		Amount
		Inv 287014917916x04 Total	473.38
		Inv 287269956155x04	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	PD Mobile Devices 3/7-4/6/17	101-3010-3032-8150-000	1,232.52
		Inv 287269956155x04 Total	1,232.52
198103 Total:			1,705.90
<b>CIN4011 - AT&amp;T --Cingular Wireless Total:</b>			1,705.90
<b>BAK0369 - Baker &amp; Taylor Books Line Item Account</b>			
198104	05/03/2017		
		Inv 3021481810	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/04/2017	Books	101-8010-8011-8080-000	40.93
		Inv 3021481810 Total	40.93
		Inv 4011842050	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2017	Books	101-8010-8011-8080-000	1,059.33
		Inv 4011842050 Total	1,059.33
		Inv 4011842949	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2017	Books	101-8010-8011-8080-000	802.32
		Inv 4011842949 Total	802.32
		Inv 4011846449	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/03/2017	Books	101-8010-8011-8080-000	662.58
		Inv 4011846449 Total	662.58
		Inv 4011847109	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/06/2017	Books	101-8010-8011-8080-000	774.47
		Inv 4011847109 Total	774.47
		Inv 4011848193	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/03/2017	Books	101-8010-8011-8080-000	95.63
		Inv 4011848193 Total	95.63

Check Number	Check Date		Amount
Inv 4011852790			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/10/2017	Books	101-8010-8011-8080-000	1,771.33
Inv 4011852790 Total			1,771.33
Inv 4011854008			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2017	Books	101-8010-8011-8080-000	430.45
Inv 4011854008 Total			430.45
Inv 4011855286			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2017	Books	101-8010-8011-8080-000	15.28
Inv 4011855286 Total			15.28
Inv 4011855706			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/15/2017	Books	101-8010-8011-8080-000	450.73
Inv 4011855706 Total			450.73
Inv 4011858394			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Books	101-8010-8011-8080-000	794.16
Inv 4011858394 Total			794.16
Inv 4011859385			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/17/2017	Books	101-8010-8011-8080-000	502.63
Inv 4011859385 Total			502.63
Inv 4011859386			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Books	101-8010-8011-8080-000	121.62
Inv 4011859386 Total			121.62
Inv 4011860111			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Books	101-8010-8011-8080-000	219.94
Inv 4011860111 Total			219.94
Inv 4011860116			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
	03/20/2017	Books	1,765.00
		101-8010-8011-8080-000	1,765.00
	Inv 4011860116	Total	1,765.00
	Inv 4011860205		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/16/2017	Books	29.57
	Inv 4011860205	Total	29.57
	Inv 4011861879		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/21/2017	Books	73.69
	Inv 4011861879	Total	73.69
	Inv 4011863250		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/23/2017	Books	636.00
	Inv 4011863250	Total	636.00
	Inv 4011864304		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/22/2017	Books	74.67
	Inv 4011864304	Total	74.67
	Inv 4011864367		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/24/2017	Books	1,074.95
	Inv 4011864367	Total	1,074.95
	Inv 4011872157		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/30/2017	Books	212.95
	Inv 4011872157	Total	212.95
	Inv 4011873327		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	03/31/2017	Books	268.62
	Inv 4011873327	Total	268.62
	198104	Total:	11,876.85
	BAK0369 - Baker & Taylor Books	Total:	11,876.85

**BAK0366 - Baker & Taylor Entertainment Line Item Account**

198105            05/03/2017

Inv    B45448940

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/07/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	9.64

Inv B45448940 Total 9.64

Inv    B45934750

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/10/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	35.47

Inv B45934750 Total 35.47

Inv    T56072070

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	361.14

Inv T56072070 Total 361.14

Inv    T56075040

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/10/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	32.62

Inv T56075040 Total 32.62

Inv    T56075080

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/10/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	32.62

Inv T56075080 Total 32.62

Inv    T56177530

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	13.58

Inv T56177530 Total 13.58

Inv    T56217030

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/14/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	70.90

Inv T56217030 Total 70.90

Inv    T56260190

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/15/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	83.61

Inv T56260190 Total 83.61

Check Number      Check Date Amount

Inv T56349260

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	161.22

Inv T56349260 Total 161.22

Inv T56528020

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	31.36

Inv T56528020 Total 31.36

Inv T56824350

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	13.67

Inv T56824350 Total 13.67

Inv T56892830

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	179.14

Inv T56892830 Total 179.14

Inv T56941630

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	20.70

Inv T56941630 Total 20.70

Inv T57094960

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/03/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	297.73

Inv T57094960 Total 297.73

Inv T57119050

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/04/2017	Dvds, CDs & Videos	101-8010-8011-8080-000	123.90

Inv T57119050 Total 123.90

198105 Total: 1,467.30

BAK0366 - Baker & Taylor Entertainment Total: 1,467.30

BBSW9399 - Banner Bank Line Item Account

198106      05/03/2017

Inv #10

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
02/28/2017	Southwest Pipeline & Trenchless Corp.-Escrow Acct.# 1171	310-9000-9399-9399-000	5,193.31
Inv #10 Total			5,193.31
Inv #9			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2017	Southwest Pipeline & Trenchless Corp.-Escrow Acct.# 1171	310-9000-9399-9399-000	6,852.04
Inv #9 Total			6,852.04
198106 Total:			12,045.35
<b>BBSW9399 - Banner Bank Total:</b>			12,045.35
<b>NCVB4610 - Bevins, Nancy Line Item Account</b>			
198107	05/03/2017		
Inv 222134627			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Refund Citation	101-0000-0000-4610-000	48.00
Inv 222134627 Total			48.00
198107 Total:			48.00
<b>NCVB4610 - Bevins, Nancy Total:</b>			48.00
<b>WON6400 - Bob Wondries Ford Line Item Account</b>			
198108	05/03/2017		
Inv 535533			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	PD Unit# 1406 Install New Tire Sensors & Reset Tire Light	101-4010-4011-8100-000	86.73
Inv 535533 Total			86.73
198108 Total:			86.73
<b>WON6400 - Bob Wondries Ford Total:</b>			86.73
<b>DABN8267 - Bohan, Diana Line Item Account</b>			
198109	05/03/2017		
Inv April 2017			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/18/2017	Instructor Yoga Class	101-8030-8021-8267-000	155.20
Inv April 2017 Total			155.20
198109 Total:			155.20

ABN8267 - Bohan, Diana Total: 155.20

**CAL5236 - CA Linen Services Line Item Account**

198110            05/03/2017  
 Inv    1387819

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	FD Dept. Supplies	101-5010-5011-8020-000	126.59
Inv 1387819 Total			126.59

Inv    1389959

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	FD Dept. Supplies	101-5010-5011-8020-000	126.59
Inv 1389959 Total			126.59

Inv    1392093

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/24/2017	FD Dept. Supplies	101-5010-5011-8020-000	126.59
Inv 1392093 Total			126.59

198110 Total: 379.77

**CAL5236 - CA Linen Services Total:** 379.77

**CAME2015 - CA Maintenance & Environmental Line Item Account**

198111            05/03/2017  
 Inv    25205

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Svc Yard UST Monthly Inspection 3/17	101-6010-6601-8120-000	100.00
Inv 25205 Total			100.00

198111 Total: 100.00

**CAME2015 - CA Maintenance & Environmental Total:** 100.00

**CAUB9266 - California United Bank Line Item Account**

198112            05/03/2017  
 Inv    #24

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Garfield Reservoir Retention - 0138174743	500-9000-9266-9266-000	21,544.79
Inv #24 Total			21,544.79

Check Number	Check Date		Amount
198112 Total:			21,544.79
<b>CAUB9266 - California United Bank Total:</b>			21,544.79
<b>CAN0607 - Cantu Graphics Line Item Account</b>			
198113	05/03/2017		
Inv 1702			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	PD Business Cards	101-4010-4011-8050-000	43.45
Inv 1702 Total			43.45
198113 Total:			43.45
<b>CAN0607 - Cantu Graphics Total:</b>			43.45
<b>AVA0287 - Capital Credit Inc. Line Item Account</b>			
198114	05/03/2017		
Inv 25375			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Bus Stop Maint, Sweeping & Trash Removal Svcs 4/17	205-8030-8024-8180-000	2,335.95
Inv 25375 Total			2,335.95
Inv 25376			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Unlocking Restrooms Svcs 4/17 - Orange Grove Park	101-6010-6601-8180-000	90.11
Inv 25376 Total			90.11
Inv 25376*			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Unlocking Restrooms Svcs 4/17 - Arroyo Park	232-6010-6417-8180-000	90.11
Inv 25376* Total			90.11
Inv 25376**			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Unlocking Restrooms Svcs 4/17 - Garfield Park	232-6010-6417-8180-000	90.11
Inv 25376** Total			90.11
Inv 25377			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Machine Sweep of Parking Lot 4/17	205-8030-8024-8180-000	761.51
Inv 25377 Total			761.51



<b>Check Number</b>	<b>Check Date</b>		<b>Amount</b>
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198114 Total:			3,367.79
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<b>AVA0287 - Capital Credit Inc. Total:</b>			3,367.79
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**CAT0700 - Catering Systems Inc. Line Item Account**

198115      05/03/2017

Inv 4278

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	Sr. Center Meals w/ 3/27-31/17	101-8030-8021-8180-000	1,212.20

Inv 4278 Total			1,212.20
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Inv 4287

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/11/2017	Sr. Center Meals w/ 4/3-7/17	101-8030-8021-8180-000	1,170.40

Inv 4287 Total			1,170.40
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Inv 4295

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/19/2017	Sr. Center Meals w/ 4/10-14/17	101-8030-8021-8180-000	1,258.18

Inv 4295 Total			1,258.18
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198115 Total:			3,640.78
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<b>CAT0700 - Catering Systems Inc. Total:</b>			3,640.78
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**CBMC8011 - Cerebellum Corp. Line Item Account**

198116      05/03/2017

Inv 193956

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2017	Books	101-8010-8011-8080-000	14.08

Inv 193956 Total			14.08
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198116 Total:			14.08
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<b>CBMC8011 - Cerebellum Corp. Total:</b>			14.08
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**HSCC3012 - Chen, Hsiao-Ching Line Item Account**

198117      05/03/2017

Inv 4/13/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Refund Rebate	500-3010-3012-8032-000	196.00

Inv 4/13/17 Total			196.00
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Check Number	Check Date		Amount
198117 Total:			196.00
<b>HSCC3012 - Chen, Hsiao-Ching Total:</b>			196.00
<b>CMME4011 - Commline Inc. Line Item Account</b>			
198118	05/03/2017		
Inv	0028583		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/03/2016	PD Radio System for E911 Communications	272-4010-4018-8520-000	39,464.72
Inv 0028583 Total			39,464.72
Inv	0036663		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	PD Unit# 1404 Repair Keyboard Mount & Computer Stand Mount	101-4010-4011-8110-000	140.00
Inv 0036663 Total			140.00
198118 Total:			39,604.72
<b>CMME4011 - Commline Inc. Total:</b>			39,604.72
<b>CPBS2021 - Community Partners &amp; Bike SGV Line Item Account</b>			
198119	05/03/2017		
Inv	201702		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/24/2017	626 Golden Street Festival	249-2010-2011-8170-000	25,969.47
Inv 201702 Total			25,969.47
198119 Total:			25,969.47
<b>CPBS2021 - Community Partners &amp; Bike SGV Total:</b>			25,969.47
<b>COM0699 - Compressed Air Specialties Inc Line Item Account</b>			
198120	05/03/2017		
Inv	00031355		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	FD Vehicle Maint.	101-5010-5011-8100-000	842.91
Inv 00031355 Total			842.91
198120 Total:			842.91
<b>COM0699 - Compressed Air Specialties Inc Total:</b>			842.91

Check Number	Check Date		Amount
<b>COP0708 - CopWare, Inc Line Item Account</b>			
198121	05/03/2017		
Inv	83768		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	PD CA Peace Officers Legal Sourcebook 6/2017-5/2018	101-4010-4011-8060-000	1,105.00
Inv 83768 Total			1,105.00
198121 Total:			1,105.00
<b>COP0708 - CopWare, Inc Total:</b>			1,105.00
<b>CORE6011 - CoreLogic Information Solutions, Inc. Line Item Account</b>			
198122	05/03/2017		
Inv	81789813		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	PW Realquest.com Svcs 3/17	101-6010-6011-8020-000	300.00
Inv 81789813 Total			300.00
198122 Total:			300.00
<b>CORE6011 - CoreLogic Information Solutions, Inc. Total:</b>			300.00
<b>JCY1111 - Corney, Jose Line Item Account</b>			
198123	05/03/2017		
Inv	4/10-14/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Reimb. PD Training Expenses	101-4010-4011-8210-000	120.00
Inv 4/10-14/17 Total			120.00
198123 Total:			120.00
<b>JCY1111 - Corney, Jose Total:</b>			120.00
<b>CSFD2995 - Cosmic Foodie Line Item Account</b>			
198124	05/03/2017		
Inv	R80685		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Refund Food Vendor Fee	101-0000-0000-2995-001	100.00
Inv R80685 Total			100.00
198124 Total:			100.00

Check Number	Check Date		Amount
<b>CSFD2995 - Cosmic Foodie Total:</b>			100.00
<b>LOS2249 - County of Los Angeles Line Item Account</b>			
198125	05/03/2017		
Inv	1496F		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	Brush Clearance Weed Abatement Svcs-Agency #506	101-6010-6410-8180-000	1,712.45
Inv	1496F Total		1,712.45
198125 Total:			1,712.45
<b>LOS2249 - County of Los Angeles Total:</b>			1,712.45
<b>DSP0755 - D &amp; S Printing Line Item Account</b>			
198126	05/03/2017		
Inv	10065		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2017	Plan/Bldg Inspection Pads	101-7010-7011-8050-000	114.19
Inv	10065 Total		114.19
Inv	8057		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/14/2017	Eclectic Music Festival Posters	101-8010-8011-8050-000	108.75
Inv	8057 Total		108.75
Inv	8077		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/25/2017	Finance Window Envelopes	500-3010-3012-8020-000	299.07
04/25/2017	Finance Window Envelopes	101-3010-3011-8020-000	299.06
Inv	8077 Total		598.13
198126 Total:			821.07
<b>DSP0755 - D &amp; S Printing Total:</b>			821.07
<b>DEC2011 - Decco Awards Line Item Account</b>			
198127	05/03/2017		
Inv	17-10593		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/04/2017	PD Plaque for PSC - Dr. Harry Lieberman	101-4010-4011-8020-000	62.53
04/04/2017	Plaque for PSC - Dr. Harry Lieberman	101-5010-5011-8020-000	62.53
Inv	17-10593 Total		125.06

Check Number	Check Date		Amount
198127 Total:			125.06
<b>DEC2011 - Decco Awards Total:</b>			125.06
<b>DOJ4011 - Dept of Justice Line Item Account</b>			
198128	05/03/2017		
Inv	226701		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	PD Applicant Fingerprinting Svc 3/17	101-4010-4011-8020-000	192.00
Inv 226701 Total			192.00
198128 Total:			192.00
<b>DOJ4011 - Dept of Justice Total:</b>			192.00
<b>CSDI6601 - Dept. of Industrial Relations Line Item Account</b>			
198129	05/03/2017		
Inv	S 1445118 SB		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2017	City Hall Conveyance Inspection	101-6010-6601-8020-000	169.00
Inv S 1445118 SB Total			169.00
198129 Total:			169.00
<b>CSDI6601 - Dept. of Industrial Relations Total:</b>			169.00
<b>DIG0800 - Digital Telecommunications Corp Line Item Account</b>			
198130	05/03/2017		
Inv	26835		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/24/2017	Report on Auto Attendant System	101-3010-3032-8150-000	47.50
Inv 26835 Total			47.50
198130 Total:			47.50
<b>DIG0800 - Digital Telecommunications Corp Total:</b>			47.50
<b>DBAR3011 - Dunbar Armored Inc. Line Item Account</b>			
198131	05/03/2017		
Inv	3962444		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Armored Car Svc for 4/17	101-3010-3041-8180-000	795.94
04/01/2017	Armored Car Svc for 4/17	500-3010-3012-8180-000	795.94

Check Number	Check Date		Amount
Inv 3962444	Total		1,591.88
Inv 3962444*			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Armored Car Svc for Excess Svcs 3/17	101-3010-3041-8180-000	72.71
Inv 3962444*	Total		72.71
198131 Total:			1,664.59
<b>DBAR3011 - Dunbar Armored Inc. Total:</b>			1,664.59
<b>EURO6710 - Eurofins Eaton Analytical Line Item Account</b>			
198132	05/03/2017		
Inv L0311505			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	20.00
Inv L0311505	Total		20.00
Inv L0312903			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	50.00
Inv L0312903	Total		50.00
Inv L0312910			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	127.00
Inv L0312910	Total		127.00
Inv L0313911			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/04/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	127.00
Inv L0313911	Total		127.00
Inv L0313940			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/04/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	27.00
Inv L0313940	Total		27.00
Inv L0314938			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	85.00
Inv L0314938	Total		85.00

Check Number	Check Date		Amount
Inv	L0314939		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	Water Quality Testing Svcs	500-6010-6711-8170-000	170.00
Inv L0314939 Total			170.00
198132 Total:			606.00
<b>EURO6710 - Eurofins Eaton Analytical Total:</b>			606.00
<b>FED1109 - Federal Express Line Item Account</b>			
198133	05/03/2017		
Inv	5-763-06747		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	PD Overnight Shipping	101-4010-4011-8010-000	68.61
Inv 5-763-06747 Total			68.61
198133 Total:			68.61
<b>FED1109 - Federal Express Total:</b>			68.61
<b>GALS5010 - Galls Line Item Account</b>			
198134	05/03/2017		
Inv	007203206		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2017	PD Uniforms & Accessories	101-4010-4011-8134-000	150.68
Inv 007203206 Total			150.68
198134 Total:			150.68
<b>GALS5010 - Galls Total:</b>			150.68
<b>GAR5011 - Garvey Equipment Co Line Item Account</b>			
198135	05/03/2017		
Inv	100880		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/04/2017	Park Div. Park Equipment	101-6010-6410-8020-000	140.07
Inv 100880 Total			140.07
198135 Total:			140.07
<b>GAR5011 - Garvey Equipment Co Total:</b>			140.07

Check Number	Check Date		Amount
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**KRGZ5270 - Gonzales, Karla Line Item Account**

198136            05/03/2017

Inv    R80680

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Refund Dropped Soccer Class	101-0000-0000-5270-002	114.00

Inv R80680 Total 114.00

198136 Total: 114.00

**KRGZ5270 - Gonzales, Karla Total:**

114.00

**GOHA6711 - Goudy Honda Line Item Account**

198137            05/03/2017

Inv    H0CS347165

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	Water Dept. #13 Vehicle Maint.	500-6010-6711-8100-000	62.88

Inv H0CS347165 Total 62.88

198137 Total: 62.88

**GOHA6711 - Goudy Honda Total:**

62.88

**ANGY8030 - Grady, Anthony Q. Line Item Account**

198138            05/03/2017

Inv    Spring 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/18/2017	Instructor Jiu Jitsu Class	101-8030-8032-8267-000	106.60

Inv Spring 2017 Total 106.60

198138 Total: 106.60

**ANGY8030 - Grady, Anthony Q. Total:**

106.60

**GRA1244 - Graffiti Control Systems Line Item Account**

198139            05/03/2017

Inv    SPAS0317

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	Citywide Graffiti Removal Svcs 3/17	101-6010-6410-8262-000	686.00

Inv SPAS0317 Total 686.00

198139 Total: 686.00



Check Number	Check Date		Amount
<b>GRA1244 - Graffiti Control Systems Total:</b>			686.00
<b>GRE1270 - Greg's Automotive Services Line Item Account</b>			
198140	05/03/2017		
Inv	13405		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/28/2016	Yard Unit# 635 Rebuilt Alternator & Dash Board	215-6010-6201-8110-000	723.55
Inv 13405 Total			723.55
Inv	14020		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Yard Unit# 19 Oil Change & Maint. Svcs	500-6010-6710-8100-000	76.70
Inv 14020 Total			76.70
Inv	14093		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/14/2017	Yard Unit# 19 Electrical Repairs	500-6010-6710-8100-000	82.65
Inv 14093 Total			82.65
198140 Total:			882.90
<b>GRE1270 - Greg's Automotive Services Total:</b>			882.90
<b>VHAR5270 - Hara, Valerie Line Item Account</b>			
198141	05/03/2017		
Inv	4/13/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Refund Rebate	500-3010-3012-8032-000	100.00
Inv 4/13/17 Total			100.00
198141 Total:			100.00
<b>VHAR5270 - Hara, Valerie Total:</b>			100.00
<b>AGHZ2920 - Hernandez, Angelica Line Item Account</b>			
198142	05/03/2017		
Inv	R80391		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/04/2017	Refund Eddie Park House Rental Deposit 4/1/17	101-0000-0000-2920-001	250.00
Inv R80391 Total			250.00
198142 Total:			250.00

**AGHZ2920 - Hernandez, Angelica Total:**

250.00

**HRCS2011 - Housing Rights Center Line Item Account**

198143      05/03/2017

Inv #6

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Consulting Svcs HousingMediation & Educational OutreachSvcs12/	101-2010-2011-8180-000	1,265.02

Inv #6 Total 1,265.02

198143 Total: 1,265.02

**HRCS2011 - Housing Rights Center Total:**

1,265.02

**ZHIB2920 - Idrees, Zaheib Line Item Account**

198144      05/03/2017

Inv R80390

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/04/2017	Refund Youth House Deposit Rental 4/4/17	101-0000-0000-2920-000	466.39

Inv R80390 Total 466.39

198144 Total: 466.39

**ZHIB2920 - Idrees, Zaheib Total:**

466.39

**INT4896 - Inter-Con Security Systems Inc Line Item Account**

198145      05/03/2017

Inv 424331

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	PD Parking Enforcement Svcs 3/17	101-4010-4011-8180-000	5,295.29

Inv 424331 Total 5,295.29

198145 Total: 5,295.29

**INT4896 - Inter-Con Security Systems Inc Total:**

5,295.29

**INT6115 - Interstate Batteries Line Item Account**

198146      05/03/2017

Inv 66283

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Water Dept. Unit# 6 Dump Truck Batteries	500-6010-6710-8100-000	234.62

Inv 66283 Total 234.62

Check Number	Check Date		Amount
198146 Total:			234.62
<b>INT6115 - Interstate Batteries Total:</b>			<b>234.62</b>
<b>IPCU5010 - IPC USA Inc. Line Item Account</b>			
198147	05/03/2017		
Inv	169980612		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Fuel for FD Vehicles-Diesel	101-5010-5011-8100-000	2,633.18
Inv 169980612 Total			2,633.18
Inv	170299784		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	Fuel for City Vehicles	101-5010-5011-8100-000	453.91
03/31/2017	Fuel for City Vehicles	101-2010-2011-8100-000	113.48
03/31/2017	Fuel for City Vehicles	101-6010-6011-8100-000	113.48
03/31/2017	Fuel for City Vehicles	101-7010-7011-8100-000	113.48
03/31/2017	Fuel for City Vehicles	101-4010-4011-8105-000	4,879.50
Inv 170299784 Total			5,673.85
198147 Total:			8,307.03
<b>IPCU5010 - IPC USA Inc. Total:</b>			<b>8,307.03</b>
<b>IICC8025 - Irwindale Industrial Clinic Line Item Account</b>			
198148	05/03/2017		
Inv	279976-720240		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	Testing for New Hire	205-8030-8025-8020-000	130.00
Inv 279976-720240 Total			130.00
198148 Total:			130.00
<b>IICC8025 - Irwindale Industrial Clinic Total:</b>			<b>130.00</b>
<b>KKIY2994 - Ivy, Kristina Kenner Line Item Account</b>			
198149	05/03/2017		
Inv	5/12/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/18/2017	Mother's Day Program 5/12/17 Entertainment	101-0000-0000-2994-001	200.00
Inv 5/12/17 Total			200.00
198149 Total:			200.00

**KKIY2994 - Ivy, Kristina Kenner Total:**

200.00

**JSAR4011 - Jack's Auto Repair Line Item Account**

198150            05/03/2017

Inv    15309

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	PD Unit# 0432 Oil Change & Maint. Svcs	101-4010-4011-8100-000	82.10

Inv 15309 Total 82.10

Inv    15325

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/19/2017	PD Unit# 1112 Replace Battery & Oil Change Svc Maint.	101-4010-4011-8100-000	302.12

Inv 15325 Total 302.12

198150 Total: 384.22

**JSAR4011 - Jack's Auto Repair Total:**

384.22

**JHMS8020 - JHM Supply Line Item Account**

198151            05/03/2017

Inv    93441/1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/23/2017	Tree Restaking Supplies	215-6010-6310-8020-000	166.26

Inv 93441/1 Total 166.26

Inv    94764/1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/05/2017	State St. Median - Sprinkler Valve & Kit	101-6010-6410-8020-000	212.36

Inv 94764/1 Total 212.36

198151 Total: 378.62

**JHMS8020 - JHM Supply Total:**

378.62

**JCRS5011 - Jones Coffee Roasters Line Item Account**

198152            05/03/2017

Inv    41071

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	FD Dept. Supplies	101-5010-5011-8020-000	139.05

Inv 41071 Total 139.05

Check Number	Check Date		Amount
198152 Total:			139.05
<b>JCRS5011 - Jones Coffee Roasters Total:</b>			<b>139.05</b>
<b>TYKO5270 - Kao, Tracy Line Item Account</b>			
198153	05/03/2017		
Inv	R80682		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Refund Cancelled Baseball Class	101-0000-0000-5270-002	115.00
Inv R80682 Total			115.00
198153 Total:			115.00
<b>TYKO5270 - Kao, Tracy Total:</b>			<b>115.00</b>
<b>KNLS6015 - Kinnetic Laboratories Inc. Line Item Account</b>			
198154	05/03/2017		
Inv	11747		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Water Sampling & Testing Svcs for Stormwater	101-6010-6015-8170-000	10,045.20
Inv 11747 Total			10,045.20
198154 Total:			10,045.20
<b>KNLS6015 - Kinnetic Laboratories Inc. Total:</b>			<b>10,045.20</b>
<b>LTAP5500 - L.A.C. M. T. A. Line Item Account</b>			
198155	05/03/2017		
Inv	100515		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	Metro Passes	205-0000-0000-5500-000	650.00
04/10/2017	Metro Passes	205-2010-2210-8250-000	650.00
Inv 100515 Total			1,300.00
198155 Total:			1,300.00
<b>LTAP5500 - L.A.C. M. T. A. Total:</b>			<b>1,300.00</b>
<b>TRLE5200 - Lawrance, Terese Line Item Account</b>			
198156	05/03/2017		
Inv	R00392332		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/20/2017	Refund Permit	101-0000-0000-5200-004	61.10

Check Number	Check Date		Amount
		Inv R00392332 Total	61.10
		198156 Total:	61.10
		<b>TRLE5200 - Lawrance, Terese Total:</b>	61.10
		<b>NLEM8010 - Lem, Nancy Line Item Account</b>	
		198157 05/03/2017	
		Inv 040717	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		04/07/2017      Design Posters & Program Books      101-8010-8011-8040-000	500.00
		Inv 040717 Total	500.00
		198157 Total:	500.00
		<b>NLEM8010 - Lem, Nancy Total:</b>	500.00
		<b>LIFE822 - Life-Assist Inc. Line Item Account</b>	
		198158 05/03/2017	
		Inv 793946	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		04/17/2017      FD Medical Supplies      101-5010-5011-8025-000	1,124.21
		Inv 793946 Total	1,124.21
		198158 Total:	1,124.21
		<b>LIFE822 - Life-Assist Inc. Total:</b>	1,124.21
		<b>LCSL4010 - Lotus Communications LLC. Line Item Account</b>	
		198159 05/03/2017	
		Inv 17-0074-01	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		03/06/2017      PD Dispatch Center Upgrade Project      101-4010-4011-8170-000	440.00
		Inv 17-0074-01 Total	440.00
		Inv 17-0090-01	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		03/14/2017      PD Dispatch Center Upgrade Project      101-4010-4011-8170-000	330.00
		Inv 17-0090-01 Total	330.00
		198159 Total:	770.00

<b>Check Number</b>	<b>Check Date</b>		<b>Amount</b>
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**LCSL4010 - Lotus Communications LLC. Total:** 770.00

**ROO4900 - Mike Roos & Company Line Item Account**

198160 05/03/2017

Inv 5171M

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	Strategic Planning & Consulting svcs 3/17	101-2010-2021-8170-000	3,000.00

Inv 5171M Total 3,000.00

198160 Total: 3,000.00

**ROO4900 - Mike Roos & Company Total:** 3,000.00

**MMV9126 - Mission Meridian Village POA Line Item Account**

198161 05/03/2017

Inv COM001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/24/2017	POA Dues Hospital Utility 5/17	226-2010-2029-8060-000	804.13

Inv COM001 Total 804.13

Inv COM002

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/24/2017	POA Dues Parking 5/17	207-2010-2260-8061-000	1,730.17

Inv COM002 Total 1,730.17

198161 Total: 2,534.30

**MMV9126 - Mission Meridian Village POA Total:** 2,534.30

**MON3111 - MWH Americas Inc. Line Item Account**

198162 05/03/2017

Inv 1745395

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2017	GravesRsvr Engineering Svcs- 2/28-3/17/17	500-9000-9289-9289-000	75,873.75

Inv 1745395 Total 75,873.75

198162 Total: 75,873.75

**MON3111 - MWH Americas Inc. Total:** 75,873.75

**NCRS6711 - National Construction Rentals Line Item Account**

198163 05/03/2017

Check Number      Check Date Amount

Inv 4687461

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2017	Temp. Fence for Wilson Well # 2 3/23-4/19/17	500-6010-6711-8020-000	29.70

Inv 4687461 Total 29.70

198163 Total: 29.70

**NCRS6711 - National Construction Rentals Total:** 29.70

**NRPA8031 - Nat'l Recreation & Park Assn. Line Item Account**

198164      05/03/2017

Inv ID# 102004

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/17/2017	Annual Membership - Sheila Pautsch	101-8030-8031-8060-000	170.00

Inv ID# 102004 Total 170.00

198164 Total: 170.00

**NRPA8031 - Nat'l Recreation & Park Assn. Total:** 170.00

**NGSI6010 - Natural Gas Systems Inc. Line Item Account**

198165      05/03/2017

Inv 4653

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/03/2017	CNG Station Oil Change & Material Maint.	205-8030-8025-8100-000	448.69

Inv 4653 Total 448.69

Inv 4671

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/03/2017	CNG Station Monthly Maint. 3/17	205-8030-8025-8100-000	375.00

Inv 4671 Total 375.00

198165 Total: 823.69

**NGSI6010 - Natural Gas Systems Inc. Total:** 823.69

**NOL4215 - Nolo Press Occidental Line Item Account**

198166      05/03/2017

Inv 41165

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Books	101-8010-8011-8080-000	63.91

Inv 41165 Total 63.91



198166 Total:		63.91
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<b>NOL4215 - Nolo Press Occidental Total:</b>		63.91
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**NON7777 - Nonato, Lourdes Line Item Account**

198167	05/03/2017	
Inv	R00391166	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
04/19/2017	Refund Busn. License Fees	101-0000-0000-4420-000 4.80
04/19/2017	Refund Busn. License Fees	101-0000-0000-4400-000 96.00
Inv R00391166 Total		100.80

198167 Total:		100.80
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<b>NON7777 - Nonato, Lourdes Total:</b>		100.80
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**OFF4011 - Office Solutions Line Item Account**

198168	05/03/2017	
Inv	I-01141964	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
04/05/2017	PD Office Supplies	101-4010-4011-8020-000 537.59
Inv I-01141964 Total		537.59

Inv	I-01146195	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
04/12/2017	PD Office Supplies	101-4010-4011-8000-000 536.57
Inv I-01146195 Total		536.57

198168 Total:		1,074.16
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<b>OFF4011 - Office Solutions Total:</b>		1,074.16
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**CAOZ5270 - Ozuna, Christina Line Item Account**

198169	05/03/2017	
Inv	R80681	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
04/12/2017	Refund Partial Park Rsvp Fcc	101-0000-0000-5270-005 37.50
Inv R80681 Total		37.50

198169 Total:		37.50
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<b>Check Number</b>	<b>Check Date</b>		<b>Amount</b>
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CAOZ5270 - Ozuna, Christina Total: 37.50

**PHCP9255 - Pacific Hydrotech Corp. Line Item Account**

198170            05/03/2017

Inv #24

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Garfield Reservoir Replacement Project 3/17	500-9000-9266-9266-000	118,047.12
04/12/2017	Garfield Reservoir Replacement Project 3/17	500-9000-9266-9266-000	291,303.94

Inv #24 Total 409,351.06

198170 Total: 409,351.06

**PHCP9255 - Pacific Hydrotech Corp. Total:** 409,351.06

**PHS4011 - Pasadena Humane Society Line Item Account**

198171            05/03/2017

Inv April 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/05/2017	PD Animal Control Svcs 4/17	101-4010-4011-8180-000	8,837.00

Inv April 2017 Total 8,837.00

198171 Total: 8,837.00

**PHS4011 - Pasadena Humane Society Total:** 8,837.00

**PAW7777 - Pasadena Weekly Line Item Account**

198172            05/03/2017

Inv 367214

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/23/2017	Citywide Reading Program Ads	101-8010-8011-8085-000	266.00

Inv 367214 Total 266.00

Inv 367564

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Music of Strangers Film Screening Ads	101-8010-8011-8040-000	266.00

Inv 367564 Total 266.00

198172 Total: 532.00

**PAW7777 - Pasadena Weekly Total:** 532.00

**PCRI7101 - Personal Court Reporters Inc. Line Item Account**

198173            05/03/2017

Check Number	Check Date		Amount
Inv	89424		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/23/2017	Transcribing Svcs-SP CC Mtg 3/15/17	101-7010-7011-8170-000	508.50
Inv 89424 Total			508.50
Inv	89541		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/24/2017	Transcribing Svcs - CC Budget Workshop 3/21/17	101-7010-7011-8170-000	640.50
Inv 89541 Total			640.50
Inv	90002		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	Transcribing Svcs - SP PC Mtg 3/27/17	101-7010-7011-8170-000	606.00
Inv 90002 Total			606.00
198173 Total:			1,755.00
<b>PCRI7101 - Personal Court Reporters Inc. Total:</b>			1,755.00
<b>PHOE4610 - Phoenix Group Information Systems Line Item Account</b>			
198174	05/03/2017		
Inv	032017184		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	PD Citation/Permit Processing 3/17	101-0000-0000-4460-000	449.10
04/13/2017	PD Citation/Permit Processing 3/17	101-0000-0000-4610-000	1,419.57
Inv 032017184 Total			1,868.67
198174 Total:			1,868.67
<b>PHOE4610 - Phoenix Group Information Systems Total:</b>			1,868.67
<b>PWCW6710 - Pollard Water Line Item Account</b>			
198175	05/03/2017		
Inv	0070518		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/15/2017	Sump Pump to Replace Failed One @ Westside Reservoir	500-6010-6711-8020-000	421.02
Inv 0070518 Total			421.02
198175 Total:			421.02
<b>PWCW6710 - Pollard Water Total:</b>			421.02

Check Number	Check Date		Amount
<b>POS5265 - Post Alarm Systems Line Item Account</b>			
198176	05/03/2017		
Inv	957432		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/05/2017	Camp Med Monitoring 5/17	101-8030-8032-8180-000	48.77
Inv 957432 Total			48.77
Inv	961608		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/05/2017	WMB Monitoring Fee 5/17	101-8030-8031-8180-000	48.77
Inv 961608 Total			48.77
198176 Total:			97.54
<b>POS5265 - Post Alarm Systems Total:</b>			97.54
<b>RGWA2980 - Rangwala Associates Line Item Account</b>			
198177	05/03/2017		
Inv	1603		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2017	Consulting Svcs-Gen Plan/MSSP Updates 2/17	101-0000-0000-2980-001	18,500.00
Inv 1603 Total			18,500.00
198177 Total:			18,500.00
<b>RGWA2980 - Rangwala Associates Total:</b>			18,500.00
<b>RIPU8540 - Roadline Products Inc. USA Line Item Account</b>			
198178	05/03/2017		
Inv	13129		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/14/2017	Tennis Court Signage	101-6010-6410-8020-000	194.44
Inv 13129 Total			194.44
198178 Total:			194.44
<b>RIPU8540 - Roadline Products Inc. USA Total:</b>			194.44
<b>VIRB8267 - Robles, Vivian Line Item Account</b>			
198179	05/03/2017		
Inv	April 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/18/2017	Instructor Light Dance Classes	101-8030-8021-8267-000	880.00

Check Number	Check Date		Amount
		Inv April 2017 Total	880.00
		198179 Total:	880.00
		<b>VIRB8267 - Robles, Vivian Total:</b>	880.00
		<b>RMSF8025 - Route Match Software Line Item Account</b>	
198180	05/03/2017		
Inv	29881		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Annual Hosting Fees for Demand Response System	205-8030-8025-8180-000	2,400.00
	Inv 29881 Total		2,400.00
	198180 Total:		2,400.00
		<b>RMSF8025 - Route Match Software Total:</b>	2,400.00
		<b>BENR8021 - Rushing, Ben Line Item Account</b>	
198181	05/03/2017		
Inv	5/18/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Sr. Center Health Fair 5/18/17 Entertainment	101-0000-0000-2994-001	150.00
	Inv 5/18/17 Total		150.00
	198181 Total:		150.00
		<b>BENR8021 - Rushing, Ben Total:</b>	150.00
		<b>RBBC4010 - Russ Bass Corp. Line Item Account</b>	
198182	05/03/2017		
Inv	84651		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/14/2017	3 PD Workstations for 911 Center	272-4010-4018-8520-000	648.07
	Inv 84651 Total		648.07
	Inv 84652		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/14/2017	PD Workstation Furniture	272-4010-4018-8520-000	6,527.53
	Inv 84652 Total		6,527.53
	198182 Total:		7,175.60

**RBBC4010 - Russ Bass Corp. Total:**

7,175.60

**SOU5250 - S.P.Review & The Quarterly Magazine Line Item Account**

198183            05/03/2017

Inv    5977

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Public Notice - COSP Historic Resources Public Forum	101-7010-7011-8040-000	144.00

Inv 5977 Total 144.00

Inv    5997

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	Public Notice - 1746 & 1750 Hanscom	101-7010-7011-8040-000	60.00

Inv 5997 Total 60.00

Inv    5998

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	Public Notice - 1915 Via Del Rey	101-7010-7011-8040-000	68.00

Inv 5998 Total 68.00

Inv    5999

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	Public Notice - 625 Fair Oaks Ave.	101-7010-7011-8040-000	56.00

Inv 5999 Total 56.00

Inv    696

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/07/2017	Annual Subscription	101-8030-8031-8060-000	60.00

Inv 696 Total 60.00

198183 Total:

388.00

**SOU5250 - S.P.Review & The Quarterly Magazine Total:**

388.00

**SAN4958 - San Marino Security System Line Item Account**

198184            05/03/2017

Inv    00106440

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/04/2017	Orange Grove, WMB & Garfield Youth House Monitoring Apr-Jun	101-8030-8031-8180-000	681.00
04/04/2017	Orange Grove, WMB & Garfield Youth House Monitoring Apr-Jun	101-8030-8032-8180-000	207.00

Inv 00106440 Total 888.00

Inv    00106441

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
04/04/2017	Bilike & Raymond Tanks Security Apr-Jun 2017	500-6010-6711-8020-000	228.00
Inv 00106441 Total			228.00
Inv 00106442			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/04/2017	Wilson Reservoir Security Apr-Jun 2017	500-6010-6711-8020-000	207.00
Inv 00106442 Total			207.00
198184 Total:			1,323.00
SAN4958 - San Marino Security System Total:			1,323.00
<b>SDSI0107 - Security Design Systems, Inc. Line Item Account</b>			
198185	05/03/2017		
Inv 210620			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/25/2017	PD Maint. on Cameras 5/17	101-4010-4011-8110-000	65.18
Inv 210620 Total			65.18
198185 Total:			65.18
<b>SDSI0107 - Security Design Systems, Inc. Total:</b>			65.18
<b>KTRZ5270 - Sedano, Kathelyne Line Item Account</b>			
198186	05/03/2017		
Inv R80683			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Refund Cancelled Baseball Class	101-0000-0000-5270-002	115.00
Inv R80683 Total			115.00
198186 Total:			115.00
<b>KTRZ5270 - Sedano, Kathelyne Total:</b>			115.00
<b>SRTO4011 - Serrato &amp; Associates, Inc. Line Item Account</b>			
198187	05/03/2017		
Inv 5/30/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/14/2017	PD Training Registration- Sgt. Louie	101-4010-4011-8200-000	75.00
Inv 5/30/17 Total			75.00
198187 Total:			75.00

**SRTO4011 - Serrato & Associates, Inc. Total:**

75.00

**SER6856 - Service Pro Pest Mgmt Company Line Item Account**

198188            05/03/2017

Inv    8508

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Citywide Pest Control Svcs 4/17	101-6010-6601-8120-000	389.17

Inv 8508 Total 389.17

198188 Total:

389.17

**SER6856 - Service Pro Pest Mgmt Company Total:**

389.17

**JNSN3012 - Shimmin, Jennifer Line Item Account**

198189            05/03/2017

Inv    4/17/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/17/2017	Reimb. AWWA Annual Spring Conf. Parking & Incidentals Expens	500-3010-3012-8090-000	82.10

Inv 4/17/17 Total 82.10

198189 Total:

82.10

**JNSN3012 - Shimmin, Jennifer Total:**

82.10

**SHO7777 - Showcases Line Item Account**

198190            05/03/2017

Inv    298631

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/09/2017	Technical Svc Supplies	101-8010-8011-8020-000	571.73
03/09/2017	Technical Svc Supplies	101-0000-0000-2700-000	-42.85

Inv 298631 Total 528.88

Inv    298665

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/09/2017	Technical Svc Supplies	101-8010-8011-8020-000	380.77
03/09/2017	Technical Svc Supplies	101-0000-0000-2700-000	-28.54

Inv 298665 Total 352.23

Inv    299060

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/03/2017	Tech. Svcs Supplies	101-0000-0000-2700-000	-2.08
04/03/2017	Tech. Svcs Supplies	101-8010-8011-8020-000	30.88

Inv 299060 Total 28.80



198190 Total:		909.91
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<b>SHO7777 - Showcases Total:</b>		909.91
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**WLST8267 - Shuttic, William Line Item Account**

198191	05/03/2017	
Inv	April 2017	

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Instructor Self Defense Classes	101-8030-8021-8267-000	150.00

Inv April 2017 Total		150.00
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198191 Total:		150.00
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<b>WLST8267 - Shuttic, William Total:</b>		150.00
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**REP6115 - Siemens Industry Inc. Line Item Account**

198192	05/03/2017	
Inv	5610056390	

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Traffic Signal Maint. 2/17	215-6010-6115-8180-000	2,163.63

Inv 5610056390 Total		2,163.63
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Inv	5620016215	
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<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/16/2017	Traffic Signal Response Call Outs 2/17	215-6010-6115-8180-000	3,411.13

Inv 5620016215 Total		3,411.13
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198192 Total:		5,574.76
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<b>REP6115 - Siemens Industry Inc. Total:</b>		5,574.76
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**PSN3011 - So CA News Circulation Line Item Account**

198193	05/03/2017	
Inv	900041829	

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/03/2017	FD Pasadena Star News Subscription	101-5010-5011-8080-000	132.67

Inv 900041829 Total		132.67
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198193 Total:		132.67
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<b>PSN3011 - So CA News Circulation Total:</b>		132.67
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**SCOT8300 - So Cal Office Technologies Line Item Account**

198194            05/03/2017

Inv    348135

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2017	Copier Supplies	101-8030-8021-8110-000	50.58

Inv 348135 Total 50.58

198194 Total: 50.58

**SCOT8300 - So Cal Office Technologies Total:**

50.58

**SWTL9399 - Southwest Pipeline & Trenchless Corp. Line Item Account**

198195            05/03/2017

Inv    #10

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2017	Swr Rehab. & Replacement Project Construction Svcs	310-9000-9399-9399-000	98,672.80

Inv #10 Total 98,672.80

198195 Total: 98,672.80

**SWTL9399 - Southwest Pipeline & Trenchless Corp. Total:**

98,672.80

**SGMC2013 - St. George's Medical Clinic Line Item Account**

198196            05/03/2017

Inv    100771.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/19/2017	Medical Exam Acct# 953970864	230-6010-6116-8020-000	95.00

Inv 100771.0 Total 95.00

Inv    109043.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2017	Medical Exam Acct# 953970864	101-2010-2013-8170-000	175.00

Inv 109043.0 Total 175.00

Inv    109070.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/19/2017	Medical Exam Acct# 953970864	230-6010-6116-8020-000	95.00

Inv 109070.0 Total 95.00

Inv    109199.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2017	Medical Exam Acct# 953970864	101-2010-2013-8170-000	595.00

Check Number	Check Date		Amount
		Inv 109199.0 Total	595.00
		Inv 109405.0	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		02/13/2017      Medical Exam Acct# 953970864      101-4010-4011-8170-000	595.00
		Inv 109405.0 Total	595.00
		Inv 109442.0	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		02/14/2017      Medical Exam Acct# 953970864      101-2010-2013-8170-000	175.00
		Inv 109442.0 Total	175.00
		198196 Total:	1,730.00
		<b>SGMC2013 - St. George's Medical Clinic Total:</b>	1,730.00
		<b>STA5219 - Staples Business Advantage Line Item Account</b>	
		198197      05/03/2017	
		Inv 3334312114	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		03/24/2017      Plan/Bldg Office Supplies      101-7010-7011-8000-000	31.07
		Inv 3334312114 Total	31.07
		Inv 3334805155	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		03/29/2017      Library Office Supplies      101-8010-8011-8000-000	108.38
		Inv 3334805155 Total	108.38
		Inv 3334881184	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		03/30/2017      Plan/Bldg Office Supplies      101-7010-7011-8000-000	23.70
		Inv 3334881184 Total	23.70
		Inv 3334881190	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		03/30/2017      Comm. Svcs Office Supplies      101-8030-8021-8000-000	170.53
		Inv 3334881190 Total	170.53
		Inv 3335656523	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		04/01/2017      Plan/Bldg Office Supplies      101-7010-7011-8000-000	39.41
		Inv 3335656523 Total	39.41

Check Number	Check Date		Amount
Inv	3335656546		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Transit Office Supplies	205-8030-8025-8100-000	17.40
04/01/2017	Transit Office Supplies	101-8030-8031-8000-000	15.10
04/01/2017	Transit Office Supplies	205-8030-8025-8000-000	5.80
Inv 3335656546 Total			38.30
Inv	3335656571		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2017	Comm. Svcs Office Supplies	101-8030-8031-8000-000	27.18
Inv 3335656571 Total			27.18
Inv	3336147923		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	Recreation Office Supplies	101-8030-8032-8000-000	39.55
Inv 3336147923 Total			39.55
198197 Total:			478.12
<b>STA5219 - Staples Business Advantage Total:</b>			478.12
<b>STSM1020 - Studio Spectrum Line Item Account</b>			
198198	05/03/2017		
Inv	18594		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/15/2017	Library Community Room Audio Video Design	101-9000-9313-9313-000	7,650.00
Inv 18594 Total			7,650.00
198198 Total:			7,650.00
<b>STSM1020 - Studio Spectrum Total:</b>			7,650.00
<b>SUN8556 - Sun Badge Company Line Item Account</b>			
198199	05/03/2017		
Inv	374032		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2017	PD Badge Repairs	101-4010-4011-8020-000	167.60
Inv 374032 Total			167.60
198199 Total:			167.60
<b>SUN8556 - Sun Badge Company Total:</b>			167.60

**SPWS8020 - SupplyWorks Line Item Account**

198200 05/03/2017

Inv 395158322

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2017	Janitorial Supplies	232-6010-6417-8180-000	190.30

Inv 395158322 Total 190.30

Inv 396184996

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2017	Library Restroom Supplies	101-8010-8011-8120-000	15.53

Inv 396184996 Total 15.53

Inv 397582933

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Restroom Supplies	101-8010-8011-8120-000	178.46

Inv 397582933 Total 178.46

198200 Total: 384.29

**SPWS8020 - SupplyWorks Total:**

384.29

**TELS8031 - Titan Environmental Solutions Line Item Account**

198201 05/03/2017

Inv 11059640

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Post Abatement Clearance - Eddie Park Interior	101-8030-8031-8120-000	1,270.00

Inv 11059640 Total 1,270.00

Inv 11059722

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/14/2017	Post Abatement Clearance - Eddie Park Interior	101-8030-8031-8120-000	795.00

Inv 11059722 Total 795.00

198201 Total: 2,065.00

**TELS8031 - Titan Environmental Solutions Total:**

2,065.00

**PTKN5200 - Tolkin, Peter Line Item Account**

198202 05/03/2017

Inv CD26734

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/24/2017	Refund Project Fee	101-0000-0000-5200-002	80.00

Check Number	Check Date		Amount
Inv CD26734	Total		80.00
198202 Total:			80.00
PTKN5200 - Tolkin, Peter Total:			80.00
<b>TOOR6010 - Toor, Paul Line Item Account</b>			
198203	05/03/2017		
Inv	3/23/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/24/2017	Reimb. League of CA Engineer's Conf. Hotel Expense	101-6010-6011-8090-000	205.10
Inv 3/23/17 Total			205.10
198203 Total:			205.10
TOOR6010 - Toor, Paul Total:			205.10
<b>TRCM9203 - Trafficalm Systems Line Item Account</b>			
198204	05/03/2017		
Inv	179793		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Speed Feedback Sign for Arroyo Dr.	104-9000-9203-9203-000	2,693.00
Inv 179793 Total			2,693.00
Inv	179794		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/30/2017	Speed Feedback Sign for Arroyo Dr.	104-9000-9203-9203-000	1,140.00
Inv 179794 Total			1,140.00
198204 Total:			3,833.00
TRCM9203 - Trafficalm Systems Total:			3,833.00
<b>TRA5998 - Transtech Engineers Inc. Line Item Account</b>			
198205	05/03/2017		
Inv	20171444		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2017	Bldg Svcs & Plan Check Svcs 2/17	101-7010-7011-8180-000	18,708.00
Inv 20171444 Total			18,708.00
Inv	20171445		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2017	Bldg Svcs & Plan Check Svcs 2/17	101-7010-7011-8180-000	7,204.15

Check Number	Check Date	Amount
Inv 20171445 Total		7,204.15
198205 Total:		25,912.15
<b>TRA5998 - Transtech Engineers Inc. Total:</b>		25,912.15
<b>TRE9241 - Trench Shoring Line Item Account</b>		
198206	05/03/2017	
Inv 1094126-0002		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
03/24/2017	K-Rail Rental for Wall @ Hanscom Dr.	230-6010-6116-8020-000
		126.00
Inv 1094126-0002 Total		126.00
198206 Total:		126.00
<b>TRE9241 - Trench Shoring Total:</b>		126.00
<b>UCL6115 - UCLA Center for Prehospital Care Line Item Account</b>		
198207	05/03/2017	
Inv 1789		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
04/01/2017	FD Paramedic Training 4/17	101-5010-5011-8170-000
		1,928.08
Inv 1789 Total		1,928.08
198207 Total:		1,928.08
<b>UCL6115 - UCLA Center for Prehospital Care Total:</b>		1,928.08
<b>UND6710 - Underground Service Alert Line Item Account</b>		
198208	05/03/2017	
Inv 320170695		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
04/01/2017	Underground Svc Alerts 3/17	500-6010-6710-8020-000
		207.00
Inv 320170695 Total		207.00
198208 Total:		207.00
<b>UND6710 - Underground Service Alert Total:</b>		207.00
<b>UPP7789 - Upper S.G.Mun. Water Dist. Line Item Account</b>		
198209	05/03/2017	

Check Number	Check Date		Amount
Inv	2/03-17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/12/2017	Water Supply-Kolle Ave./Monterey Rd 3/17	500-6010-6711-8231-000	66.67
Inv 2/03-17 Total			66.67
198209 Total:			66.67
<b>UPP7789 - Upper S.G.Mun. Water Dist. Total:</b>			66.67
<b>AXLU3012 - Uriarte, Alex Line Item Account</b>			
198210	05/03/2017		
Inv	4/13/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Refund Rebate	500-3010-3012-8032-000	199.00
Inv 4/13/17 Total			199.00
198210 Total:			199.00
<b>AXLU3012 - Uriarte, Alex Total:</b>			199.00
<b>VMIS8011 - Venmill Industries Line Item Account</b>			
198211	05/03/2017		
Inv	983		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	VMI 3500 Repair Kit Combo Pack & Disc Cleaning Kits	101-0000-0000-2700-000	-13.65
04/13/2017	VMI 3500 Repair Kit Combo Pack & Disc Cleaning Kits	101-8010-8011-8020-000	169.63
Inv 983 Total			155.98
198211 Total:			155.98
<b>VMIS8011 - Venmill Industries Total:</b>			155.98
<b>VABS8010 - Ventura Busn Systems Inc. Line Item Account</b>			
198212	05/03/2017		
Inv	265684		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/05/2017	Envisionware Svcs	101-8010-8011-8180-000	2,794.66
Inv 265684 Total			2,794.66
198212 Total:			2,794.66
<b>VABS8010 - Ventura Busn Systems Inc. Total:</b>			2,794.66



**VEBU3010 - Verizon Business Svcs Line Item Account**

198213	05/03/2017		
Inv	70409331		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/20/2017	Phone Conferencing Svcs 3/17	101-2010-2013-8090-000	2.67
Inv 70409331 Total			2.67
			2.67
198213 Total:			2.67
<b>VEBU3010 - Verizon Business Svcs Total:</b>			2.67

**VERW6711 - Verizon Wireless Line Item Account**

198214	05/03/2017		
Inv	9782862058		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/26/2017	PD Data 2/27-3/26/17	101-3010-3032-8150-000	1,024.78
Inv 9782862058 Total			1,024.78
			1,024.78
198214 Total:			1,024.78
<b>VERW6711 - Verizon Wireless Total:</b>			1,024.78

**WES4152 - West Coast Arborists, Inc. Line Item Account**

198215	05/03/2017		
Inv	122225		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/15/2017	Tree Trimming Svcs 1/1-15/17	215-6010-6310-9181-000	6,976.00
01/15/2017	Arroyo Drive Tree Removal Svcs 1/1-15/17	215-6010-6310-8180-000	6,840.00
01/15/2017	Arroyo Park Tree Removal Svcs 1/1-15/17	101-6010-6410-8180-000	4,465.00
01/15/2017	Street Trees Removal & Replacement Svcs 1/1-15/17	215-6010-6310-9181-000	6,340.00
Inv 122225 Total			24,621.00
Inv	122226		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/15/2017	Arborists Svcs 1/1-15/17	101-6010-6410-8170-000	715.00
Inv 122226 Total			715.00
Inv	123605-A		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2017	Remove & Replace 53 Trees Throughout the City 2/16-28/17	215-6010-6310-9181-000	10,115.00
02/28/2017	Emergency Removals & Svc Requests 2/16-28/17	215-6010-6310-9181-000	3,420.00
Inv 123605-A Total			13,535.00

Check Number	Check Date		Amount
Inv	124169		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/15/2017	Arborists Svcs 3/1-15/17	101-6010-6410-8170-000	660.00
Inv 124169 Total			660.00
198215 Total:			39,531.00
<b>WES4152 - West Coast Arborists, Inc. Total:</b>			39,531.00
<b>WES4011 - Western Graphix Line Item Account</b>			
198216	05/03/2017		
Inv	48463		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/06/2017	ID Cards	101-2010-2013-8020-000	87.83
Inv 48463 Total			87.83
198216 Total:			87.83
<b>WES4011 - Western Graphix Total:</b>			87.83
<b>CSWS5260 - Willems, Case Line Item Account</b>			
198217	05/03/2017		
Inv	R06165		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/20/2017	Refund Lost & Paid Library Material	101-0000-0000-5260-003	25.00
Inv R06165 Total			25.00
198217 Total:			25.00
<b>CSWS5260 - Willems, Case Total:</b>			25.00
<b>WIT6353 - Wittman Enterprises LLC Line Item Account</b>			
198218	05/03/2017		
Inv	1703059		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/13/2017	Paramedic Payment March 2017	101-0000-0000-5290-001	3,352.62
Inv 1703059 Total			3,352.62
198218 Total:			3,352.62
<b>WIT6353 - Wittman Enterprises LLC Total:</b>			3,352.62

Check Number      Check Date Amount

**PUFG8267 - Wong, Pauline Line Item Account**

198219      05/03/2017

Inv    April 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/18/2017	Instructor Line Dance Class	101-8030-8032-8267-000	187.20

Inv April 2017 Total 187.20

198219 Total: 187.20

**PUFG8267 - Wong, Pauline Total:**

187.20

**XRXF5010 - Xerox Financial Svcs Line Item Account**

198220      05/03/2017

Inv    790833

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2017	Citywide Copier Lease 4/17	101-3010-3032-8300-000	1,880.14

Inv 790833 Total 1,880.14

198220 Total: 1,880.14

**XRXF5010 - Xerox Financial Svcs Total:**

1,880.14

**YTS1003 - Y Tire Sales Line Item Account**

198221      05/03/2017

Inv    176429

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/14/2017	Fleet Tire Check/Inventory	215-6010-6201-8100-000	26.25
04/14/2017	Fleet Tire Check/Inventory	101-6010-6410-8100-000	26.25
04/14/2017	Fleet Tire Check/Inventory	215-6010-6310-8100-000	26.25
04/14/2017	Fleet Tire Check/Inventory	101-6010-6601-8100-000	26.25
04/14/2017	Fleet Tire Check/Inventory	500-6010-6711-8100-000	26.25
04/14/2017	Fleet Tire Check/Inventory	230-6010-6116-8100-000	26.25
04/14/2017	Fleet Tire Check/Inventory	500-6010-6710-8100-000	26.25
04/14/2017	Fleet Tire Check/Inventory	210-6010-6501-8100-000	26.25

Inv 176429 Total 210.00

198221 Total: 210.00

**YTS1003 - Y Tire Sales Total:**

210.00

**RSBY2013 - Yudin, Rosenberg Line Item Account**

198222      05/03/2017

Inv    1703-2200001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/15/2017	Payment for Forrey Case 3/17	101-2010-2013-8160-000	304.00

Check Number	Check Date	Amount
Inv 1703-2200001	Total	304.00
198222	Total:	304.00
RSBY2013 - Yudin, Rosenberg	Total:	304.00
Total:		923,588.40

**ATTACHMENT 4**  
**Payroll 04-21-17**

**PAYROLL ACCOUNT RECONCILIATION**  
**City of South Pasadena**  
**for Payroll 04.21.17**

Account Number	Account Name	05.03.17
101-0000-0000-1010-000	General Fund - Payroll cash	643,831.64
	Other Withholding Payables	\$ 393,761.22
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	250,070.42
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	8,747.76
207-0000-0000-1010-000	Prop C - Payroll Cash	7,389.61
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	13,104.92
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR Ca	6,078.21
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	15,691.83
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	134.88
500-0000-0000-1010-000	Water Fund - Payroll Cash	60,094.36
700-0000-0000-2210-000	Internal Revenue Service	66,108.37
700-0000-0000-2230-000	Internal Revenue Service	16,248.70
<b>Total Checks &amp; Direct Deposits</b>		<b>443,669.06</b>
Checks		18,513.82
Direct Deposits		342,798.17
I.R.S Payments		82,357.07
		<hr/> <b>443,669.06</b>
To 700		736,559.39
Other PR Payable		393,761.22
ACH Payable		<hr/> <b>342,798.17</b>

**ATTACHMENT 5**  
**Redevelopment Successor Agency Check Summary Total**

**Redevelopment Successor Agency Check Summary Total**

Agency Warrants **05.03.17**

<u>Vendor</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
Union Bank MUFG	6711646799	198073	227.0000.0000.1001.000	Downtown Revitalization Redevelopment	\$ (290.77) Voided
Union Bank MUFG	6711646799	198073	227.7200.7211.8330.000	Downtown Revitalization Redevelopment	\$ 115,000.00 Voided
Union Bank MUFG	6711646799	198073	227.7200.7211.8331.000	Downtown Revitalization Redevelopment	\$ 39,850.63 Voided
Union Bank MUFG	6711646799	198096	227.0000.0000.1001.000	Downtown Revitalization Redevelopment	\$ (290.77) Reissued
Union Bank MUFG	6711646799	198096	227.7200.7211.8330.000	Downtown Revitalization Redevelopment	\$ 115,000.00 Reissued
Union Bank MUFG	6711646799	198096	227.7200.7211.8331.000	Downtown Revitalization Redevelopment	\$ 39,850.63 Reissued

RSA Report Total

**\$ 309,119.72**

\_\_\_\_\_  
Michael A. Cacciotti, Agency Chair

\_\_\_\_\_  
Evelyn G. Zneimer, Agency Secretary

  
\_\_\_\_\_  
David Batt, Agency Treasurer



# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *JA*  
FROM: David Batt, Finance Director *DB*  
SUBJECT: **Discretionary Fund Request From Councilmember Mahmud in the amount of \$700 for the Purpose of Sound Technician Services at the Teen Concert Sponsored by the Youth Commission**

## Recommendation

It is recommended that the City Council approve the discretionary fund request by Councilmember Mahmud designating \$700 for the purpose of sound technician services at the Teen Concert sponsored by the Youth Commission.

## Fiscal Impact

Funds are available in the Fiscal Year (FY) 2016-17 Budget.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

In September 2004, the City Council approved the creation of discretionary spending budgets which allow each councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. The City Council adopted the FY 2016-17 Budget with \$20,000 in the Discretionary Fund, \$4,000 designated for each councilmember. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena.

On August 17, 2011, the City Council approved Resolution No. 7174, which established guidelines for discretionary budget accounts. The resolution states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per councilmember account. Said unallocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The following table displays the current Discretionary Fund balances and excludes the requests being considered in this staff report.

## Analysis

Councilmember Mahmud requested approval for, and received a second to place on a future City Council meeting agenda, the use of discretionary funds to cover the cost of sound technician services at the Teen Concert being sponsored by the Youth Commission.

Discretionary Fund Request for Sound Technician Services

May 3, 2017

Page 2 of 2

City Councilmembers Discretionary Funds Fiscal Year 2015/16						
Date		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
	Prior Year Balance >	\$6,228	\$6,950	\$6,000	\$5,000	\$7,700
Pledged	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
<i>Total</i>		<i>10,228</i>	<i>10,950</i>	<i>10,000</i>	<i>9,000</i>	<i>11,700</i>
8/19/2015	Commemorative Coins		500			
1/6/2016	Monarch Butterfly Waystation				600	
2/3/2016	Special Needs Education Conference	200	200		300	
2/17/2016	Native Plants for the Nature Park		200			100
3/2/2016	Artwork for the Public Works Building	200				
5/18/2016	CERT Luncheon		100			
5/18/2016	SPACE Kinetic Sculpture Project			2,000		2,000
6/15/2016	Community Garden Compost Bin	250				
<i>YTD Appropriations</i>		<i>650</i>	<i>1,000</i>	<i>2,000</i>	<i>900</i>	<i>2,100</i>
<b>Available at 6/30/16</b>		<b>\$9,578</b>	<b>\$9,950</b>	<b>\$8,000</b>	<b>\$8,100</b>	<b>\$9,600</b>

City Councilmembers Discretionary Funds Fiscal Year 2016/17						
Date		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
	Prior Year Balance >	\$9,578	\$9,950	\$8,000	\$8,100	\$9,600
Pledged	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
<i>Total</i>		<i>13,578</i>	<i>13,950</i>	<i>12,000</i>	<i>12,100</i>	<i>13,600</i>
10/19/2016	So. Pas. Beautiful Tree Planting					250
12/21/2016	Offset Losses by TOR Committee	1,000	1,000	1,000	1,000	1,000
4/19/2017	Ray Bradbury Mural at the Library	500	500	500	1,000	1,500
<i>YTD Appropriations</i>		<i>1,500</i>	<i>1,500</i>	<i>1,500</i>	<i>2,000</i>	<i>2,750</i>
<b>Available at 5/3/17</b>		<b>\$12,078</b>	<b>\$12,450</b>	<b>\$10,500</b>	<b>\$10,100</b>	<b>\$10,850</b>

**Legal Review**

The City Attorney has not reviewed this item.


**Public Notification of Agenda Item**

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

# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager   
FROM: Teresa L Highsmith, City Attorney  
SUBJECT: **Consideration of Employment Agreement and a Resolution for an Exception to the 180-day Wait Period for Post-Retirement Employment of Elaine Aguilar for the Position of Interim City Manager**

## Recommendation

It is recommended that the City Council:

1. Approve a resolution requesting approval of Public Employee's Retirement System (PERS) for hiring of annuitant for temporary appointment to critical position of Interim City Manager pursuant to Government Code Sections 21221(h) and 7522.56(f)(1); and
2. Approve an employment agreement with Elaine Aguilar for the position of Interim City Manager during the recruitment process for a new full time City Manager.

## Fiscal Impact

There will be a savings to the City as the contract calls for the Interim City Manager to be paid an hourly wage equivalent to the existing City Manager salary with no benefits. The hourly rate is \$89.26, which is calculated by using the formula required by Government Code Section 21221(h) when hiring a PERS annuitant. The number of hours worked at this hourly rate is limited to 960 cumulative hours within a fiscal year.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

City Manager Sergio Gonzalez has resigned, effective May 5, 2017, in order to accept a new position as City Manager of the City of Hermosa Beach. At this time, the City has yet to identify a new City Manager to fill the vacancy resulting from Sergio Gonzalez' resignation. The City Council has engaged the services of Peckham & McKenney to assist the Council with the recruitment of a new full time City Manager. It is expected that the recruitment services will not be completed until late August or early September, as it is generally a 14-16 week process. The City will require the services of an interim city manager until a permanent city manager is

appointed; one source of experienced interim city manager services is through the hiring of a retired city manager. Elaine Aguilar, the former City Manager of the City of Sierra Madre, recently retired from that City in December 2016. Ms. Aguilar is familiar with the operations of a small full service city with a water utility, as she oversaw similar operations in our neighboring city of Sierra Madre for many years. Sierra Madre is a member of the Five Cities Alliance in our continuing efforts to oppose the proposed construction the SR-710 tunnel, and also shares many of the same concerns and values as South Pasadena, contributing to Ms. Aguilar's familiarity with South Pasadena issues. She is available and willing to provide interim city manager services to the City of South Pasadena and help the City through transition during the recruitment and hiring of a full time City Manager.

### **Analysis**

The Public Employees' Pension Reform Act (PEPRA) of 2013 requires newly retired persons to "sit out" for at least 180 days before returning to work for a PERS employer in a limited and temporary post-retirement capacity. An exemption to this rule is permitted by Government Code Sections 7522.56(f)(1) and 21221(h), if approved by the governing body in a public meeting on the regular agenda, for the performance of critically needed services. PERS considers a City Manager position to fall within the category of "critically needed services." Within 180 days of retiring, pursuant to Government Code Section 21221(h), the City Council may authorize a recently retired person with specialized skills to perform critically needed services for a period of limited duration. This position will be limited to a total of 960 hours within a fiscal year. Ms. Aguilar has previously performed Interim City Manager services for the City of Sierra Madre while it recruited for her replacement during this fiscal year, but still has over 400 hours of time which may be used through June 30, 2017, which should be sufficient for the remainder of the current fiscal year. On July 1, 2017, a new total of 960 hours will accrue with the beginning of the new fiscal year, but it is not anticipated that the City will require that many hours of service from July 1<sup>st</sup> throughout the end of recruitment and selection of the new City Manager.

The rate of pay for a retired PERS annuitant performing work of a regular employee during recruitment is set by statute and may not exceed the monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule for the vacant position, divided by 173.333 to get the hourly rate. The current published annual salary of the City Manager is \$185,657, which reduced to a monthly salary and divided by 173.333 yields an hourly rate of \$89.26. No incentives, other compensation in lieu of benefits or actual benefits are permitted to be paid to enhance the hourly rate or in addition to the hourly rate.

The Interim City Manager will act as City Manager while the City Council completes the process of recruitment and hiring of a full time City Manager. The term of this temporary Employment Agreement is for a period ending upon the hiring of a City Manager and is estimated to conclude prior to December 1, 2017.

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

**Attachments:**

1. Resolution requesting approval of Public Employee's Retirement System (PERS) for hiring of annuitant for temporary appointment to critical position of Interim City Manager
2. Employment agreement with Elaine Aguilar to perform specialized and temporary services as Interim City Manager

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**ATTACHMENT 1**  
**Resolution Requesting Approval of**  
**Public Employee's Retirement System (PERS)**  
**for Hiring of Annuitant for Temporary Appointment**  
**to Critical Position of Interim City Manager**  
**Pursuant to Government Code Sections**  
**21221(h) and 7522.56(f)(1)**

RESOLUTION NO. \_\_\_\_

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
REQUESTING APPROVAL OF PUBLIC EMPLOYEES'  
RETIREMENT SYSTEM (PERS) FOR HIRING OF  
ANNUITANT FOR TEMPORARY APPOINTMENT TO  
CRITICAL POSITION OF INTERIM CITY MANAGER  
PURSUANT TO GOVERNMENT CODE SECTIONS  
21221(h) AND 7522.56(f)(1)**

**WHEREAS**, the position of City Manager is a critical position to the City of South Pasadena (City) as the City is a Council/manager type of government and the City Manager is the head of all operations within the City. The City's current City Manager, Sergio Gonzalez, has provided the City Council with one month's notice of his resignation, effective May 5, 2017, and the City must provide continuing City Manager services to provide direction for all municipal operations during the transition period for recruitment and appointment and training/mentoring of a new full time City Manager; and

**WHEREAS**, recruitment and training/mentoring of a new employee to fulfill the City Manager position, requiring specialized skills and services critical to the organization, is anticipated to take four to six months; and

**WHEREAS**, Elaine Aguilar, the former City Manager of the near-by City of Sierra Madre, is familiar with the City of South Pasadena and many of its operational issues as a smaller full-service City with a municipal water utility, similar to the neighboring City of Sierra Madre. Accordingly, Ms. Aguilar possesses the specialized skills and institutional knowledge required to serve as the Interim City Manager during the recruitment process and provide short-term training and mentoring, as necessary, to ensure transition and continuity of critical services through a newly recruited and appointed full time City Manager; and

**WHEREAS**, Elaine Aguilar, is a Public Employees Retirement System (PERS) annuitant, who retired from the City of Sierra Madre service on December 9, 2016 with no retirement incentive and is willing to accept temporary employment with the City of South Pasadena, within the parameters of Government Code Section 21221(h), as reflected in the attached Exhibit A Employment Agreement; and

**WHEREAS**, Government Code Section 7522.56(f)(1) provides an exception from the 180-day "wait" period following the date of retirement for hiring a PERS annuitant to perform critically needed services; and



**WHEREAS**, the position of City Manager is a critically needed position within the meaning of Government Code Section 7522.56(f)(1) which can be most expediently filled on a temporary basis with the PERS annuitant who possesses these specialized skills, as well as familiarity with the operations and issues of South Pasadena due to its similarity to Sierra Madre as a small full service City with a water utility and similar issues and policies, and is available to provide such critical and specialized services for a limited duration while the City recruits for and trains a full time City Manager; and

**WHEREAS**, the City seeks approval from PERS that the hiring of Elaine Aguilar to perform specialized services as Interim City Manager, including training and mentoring of a newly appointed City Manager through a recruitment process, for a limited duration, not to exceed 960 hours within a fiscal year and for an hourly rate consistent with the parameters of Government Code Section 21221(h) shall not trigger reinstatement for this PERS annuitant.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of South Pasadena that:

**SECTION 1.** Pursuant to Government Code Section 7522.56(f)(1), the City Council certifies that the position of City Manager is a critically needed position and that the City cannot wait 180 days to fill the position on a temporary basis; and

**SECTION 2.** Subject to approval by PERS, Elaine Aguilar is appointed as Interim City Manager, pursuant to the terms of the Employment Agreement attached as Exhibit A; and

**SECTION 3.** The City Council requests that PERS approve temporary employment of PERS annuitant (effective May 4, 2017) Elaine Aguilar to serve as Interim City Manager during the period of recruitment for appointment of a full time City Manager and perform specialized training and mentoring of a newly appointed City Manager for a limited duration, which shall not exceed 960 hours per fiscal year as necessary until appointment and training/mentoring of a new full time City Manager is completed, as set forth in the Employment Agreement attached as Exhibit A.

**SECTION 4.** The City Clerk shall certify to the passage and adopt of this Resolution and enter it in the book of original Resolutions.

**PASSED, APPROVED, AND ADOPTED** this 3<sup>rd</sup> day of May, 2017.

\_\_\_\_\_  
Michael A. Cacciotti, 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 at a regular meeting held on the 3<sup>rd</sup> day of May, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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

**ATTACHMENT 2**  
Employment agreement with  
Elaine Aguilar to perform  
specialized and temporary services  
as Interim City Manager

CITY OF SOUTH PASADENA  
EMPLOYMENT AGREEMENT  
WITH ELAINE AGUILAR  
TO PERFORM SPECIALIZED AND  
TEMPORARY SERVICES  
AS INTERIM CITY MANAGER

This agreement is entered into May 4, 2017 by and between the CITY OF SOUTH PASADENA, a municipal corporation, hereafter referred to the "City" and Elaine Aguilar, hereafter referred to as "Employee".

WHEREAS, with the resignation of South Pasadena's City Manager, Sergio Gonzalez, effective May 5, 2017, the City is in immediate need of temporary Interim City Manager services during the transition period for recruitment of a new City Manager and any required mentoring and training of such newly appointed City Manager; and

WHEREAS, Elaine Aguilar was previously employed by the nearby City of Sierra Madre as its City Manager before her retirement on December 9, 2016, and as such is familiar with operational needs of a small full-service city with a water utility, and is specifically familiar with some of South Pasadena's most pressing issues, including opposition to the SR-710 proposal tunnel, as both Sierra Madre and South Pasadena are members of the Five Cities Alliance, and Elaine Aguilar possesses the requisite specialized skills and institutional knowledge needed by the City and is available to provide services as Interim City Manager during the transition period to a permanent appointment of a full time City employee as City Manager; Elaine Aguilar's services may include a short period of mentoring and training of the City's anticipated appointment of a new full time City Manager through a recruitment process which has already been initiated; and

WHEREAS, Elaine Aguilar as a Public Employees Retirement System ("PERS") annuitant, is limited in her ability to accept public employment pursuant to Government Code Sections 21221(h) and may not work more than a total of 960 hours within a fiscal year; and

WHEREAS, Government Code Section 7522.56(f)(1) provides an exception from the 180-day "wait" period following the date of retirement for hiring an annuitant to perform critically needed position, such as City Manager, which position is the head of all operations in the City implementing City Council policy, regulations and the municipal code; and

WHEREAS, the City Council has also certified in a separate Resolution, pursuant to Government Code Section 7522.56(f)(1), that the City Manager position is a critically needed position which must be filled immediately, while the City actively recruits for replacement; and

WHEREAS, Elaine Aguilar is able to provide temporary services to the City of South Pasadena under the terms of this Agreement and within the constraints of Government Code Section 21221(h) as a PERS annuitant and City desires to hire Elaine Aguilar on these terms to provide specialized services of a limited duration.

NOW THEREFORE, in consideration of the above stated desires and the mutual covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

**SECTION 1 – EMPLOYMENT CONDITIONS AND DUTIES**

a. Employee is appointed by and shall serve at the pleasure of the City Council as Interim City Manager. Employee has performed her due diligence to confirm with PERS that she may accept this temporary appointment as a PERS annuitant.

b. The Employee shall be responsible for performing duties of the position of City Manager, as set forth in South Pasadena Municipal Code Section 2.18-6, as well as providing mentoring and training to an anticipated permanent full time equivalent employee to the position of City Manager.

**SECTION 2 – EMPLOYMENT TERM**

a. The City agrees to employ Employee and Employee agrees to be employed and remain in the employment of the City for a term beginning May 4, 2017 and ending not later than December 1, 2017 or upon the expiration of 960 hours within the fiscal year beginning on July 1, 2017, whichever comes first. This is an at-will position and Employee has no property interest in her position.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the City to terminate the services of the Employee at any time during such employment terms or any renewal thereof subject to the provisions as set forth in this agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right to resign at any time from this position with the City, subject to the provisions as set forth in this agreement.

**SECTION 3 – EMPLOYEE RESIGNATION**

In the event the Employee terminates this Employment Agreement by voluntary resignation, in writing, before expiration of the employment terms or any renewal(s) thereof Employee shall not be entitled to any severance pay but shall be entitled to payment in full for consideration during pay period. In the event that the Employee voluntarily resigns this

position before normal expiration date of the employment terms or any renewal she shall give the City at least 10 (10) days advanced written notice unless the parties agree otherwise. The Employee, should she resign, shall be paid for any earned salary to which she is entitled as of the final day on City payroll.

#### **SECTION 4 – EMPLOYMENT TERMINATION**

Employee serves in an at-will capacity as Interim City Manager. The City Council, by majority action, may terminate or remove the Employee with or without cause.

#### **SECTION 5 – WORK HOURS**

The City Manager and Employee shall coordinate the work schedule based upon needs of the City.

#### **SECTION 6 – SALARY**

The City shall pay the Employee for all services rendered and worked pursuant to this agreement at \$89.26 per hour, which represents the annual salary of the City Manager classification, divided by twelve months and divided again by 173.333, as required by Government Code Section 21221(h). Employee's salary will be paid on a bi-weekly basis in conformance with the City's established pay periods and pay days; although Employee is required by Government Code Sections 21221(h) to be compensated on an hourly basis, Employee is an FLSA exempt employee and is not entitled to overtime, even if her work week exceeds 40 hours. The Employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement.

#### **SECTION 7 – INDEMNIFICATION**

If the employee is named as a party in litigation relating to Employee's actions or inactions as a City employee, the City shall defend Employee and pay any judgment which may be entered against Employee, consistent with the terms of applicable law including Government Code 810 et seq.

#### **SECTION 8 – ENTIRE AGREEMENT AND AMENDMENTS**

a. This agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

c. Amendments, modifications or changes may be made to this Agreement and shall become effective on the date contained therein when executed in writing and mutually signed by both parties to this Agreement.

d. This Agreement and any amendments, modifications or changes thereto shall be binding upon the City during its term.

e. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Employee and inure to the benefit of the heirs at law and executors of the Employee.

**SECTION 9 – SEVERABILITY**

If any provision or any portion hereof is held to be unconstitutional invalid or unenforceable, the remainder to this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

“EMPLOYEE”

“CITY”

\_\_\_\_\_  
Elaine Aguilar

\_\_\_\_\_  
Michael Cacciotti, Mayor

ATTEST:

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

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# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *NA*

FROM: Paul Toor, Director of Public Works *PT*  
Kristine Courdy, Public Works Operations Manager *KE*

SUBJECT: **Adoption of a Resolution Approving the Fiscal Year 2017-18 Engineer's Report Declaring the City's Intention to Provide for an Annual Levy and Collection of Assessments and Setting a Date and Time for a Public Hearing for the FY 2017-18 Lighting and Landscaping Maintenance District**

## Recommendation

It is recommended that the City Council:

1. Adopt the attached resolution approving the Fiscal Year (FY) 2017-18 Engineer's Report declaring the City of South Pasadena's (City) intention to provide for an annual levy and collection of assessments; and
2. Schedule the Public Hearing for the FY 2017-18 Lighting and Landscaping Maintenance District (LLMD) for June 7, 2017, at 7:30 p.m., in the Amedee O. "Dick" Richards, Jr. Council Chamber.

## Fiscal Impact

The LLMD is the major funding source to maintain the street lights and urban forestry in the City of South Pasadena. The assessed revenue for FY 2016-17 is \$891,621 and the proposed assessment for FY 2017-18 is \$891,970. The costs of district operations and maintenance, along with required engineering support services are funded through the following accounts: traffic signals, sidewalk maintenance, street lighting, street trees, and street medians.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

The purpose of the LLMD is to provide the legal means to annually re-establish the revenue to cover costs related to the maintenance operation of the LLMD. The LLMD boundaries coincide with the City of South Pasadena boundaries. The costs are distributed by assessing properties in accordance with the Engineer's Report. The City Council has previously approved the methodology for the assessments and the same methodology will be used this year.

Over the last three decades, the Engineer's Report has been prepared adhering to the procedures established in the 1972 Landscaping and Lighting Act, which govern the LLMD. As in previous years, the City must follow the same procedure, including the preparation of an Engineer's Report and holding a public hearing in order to proceed with levying assessments.

For the last few years, the City Council has allocated funding from the City's General Fund, supplementing the LLMD revenues for the upkeep of the aged forestry. In addition, the maintenance costs are continually going up due to increased wages throughout the industry. As a result of Proposition 218 (Prop 218), the City cannot increase the proposed assessments without going through a public ballot process. The City Council has supported staff's recommendation to rely on an exemption of Prop 218 (passed in 1997), that allows the renewal of the LLMD assessments, provided the rates are not changed. If the assessment rates are changed, then the balloting requirements under Prop 218 must be fulfilled.

In 2017, the Prop 218 balloting requirements to increase assessments were performed in an attempt to secure funding for the upkeep of the aging forestry and infrastructure. However, the ballot measure failed, as the simple majority requirement was not met. This kept assessment rates the same as those previously in effect. This FY 2017-18, there will be no change or increase in assessments under the currently-proposed LLMD.

The assessment is composed of a citywide component and a local benefits component. Ongoing increase costs of operations have created a challenge for staff to maintain the level of service by implementing advance technology coupled with effective delivery of services.

#### **Analysis**

On April 19, 2017, the City Council approved a resolution authorizing the preparation of an Engineer's Report in which the total maintenance costs, the parcels to be assessed, the assessment methodology, and the specific assessment for each parcel in the LLMD are summarized.

A copy of the Engineer's Report is attached and available for viewing at the Public Works Department, City Clerk's Office, and the City Public Library. The Engineer's Report is also posted on the City website.

The resolution presented to the City Council approves the Engineer's Report and declares the intention of moving forward with levying and collecting assessment to cover LLMD costs. The resolution also sets the Public Hearing for 7:30 p.m., on June 7, 2017, in the Amedee O. "Dick" Richards, Jr. Council Chamber. The Public Hearing allows comment by the property owners and is legally required to levy the proposed LLMD assessments.

Assessments are computed based on the number of equivalent single-family dwelling units (EDU) in the LLMD. The equivalent dwelling unit calculation is adjusted for commercial, vacant, and multi-residential property in a manner detailed on pages 6-8 in the Engineer's Report. Local benefits are divided into four zones depending upon the type of street lighting in the neighborhood.

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

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

Zone	Assessment (\$/EDU)		
	City Wide	Local Benefits	Total
1	\$71.26	\$25.85	\$97.12
2	\$71.26	\$32.83	\$104.09
3	\$71.26	\$7.66	\$78.92
4	\$71.26	none	\$71.26

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

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

**Attachments:**

1. Resolution
2. FY 2017-18 Street Lighting and Landscaping Maintenance District Assessment Engineer's Report

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**ATTACHMENT 1**  
Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
APPROVING THE FISCAL YEAR 2017-18 ENGINEER'S REPORT  
DECLARING THE CITY'S INTENTION TO PROVIDE FOR AN  
ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND  
SETTING A DATE AND TIME FOR A PUBLIC HEARING FOR  
THE LIGHTING AND LANDSCAPING MAINTENANCE  
DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15,  
PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE  
STATE OF CALIFORNIA**

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

**WHEREAS**, at this time, this City Council desires to conduct proceedings to provide for the annual levy of assessments for Fiscal Year (FY) 2017-18 to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

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

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

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

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

**SECTION 3. REPORT.** That the Report regarding the annual levy for said District, which Report is for maintenance for the FY 2017-18, is hereby approved and is directed to be filed in the Office of the City Clerk.

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

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

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

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

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

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

**SECTION 10. PUBLIC HEARING.** NOTICE IS HEREBY GIVEN THAT WEDNESDAY, THE 7<sup>th</sup> DAY OF JUNE, 2017, AT THE HOUR OF 7:30 PM, AT THE REGULAR MEETING OF THE SOUTH PASADENA CITY COUNCIL, IN THE AMEDEE O. "DICK" RICHARDS, JR. COUNCIL CHAMBER, 1424 MISSION STREET, SOUTH PASADENA, CALIFORNIA 91030, IS THE TIME AND PLACE FIXED BY THE CITY COUNCIL FOR THE PUBLIC HEARING ON THE ANNUAL LEVY OF ASSESSMENTS.

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

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

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

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

Paul Toor, Director of Public Works  
City of South Pasadena  
1414 Mission Street, South Pasadena, CA 91030  
(626) 403-7240

**SECTION 15.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.



**PASSED, APPROVED AND ADOPTED ON** this 3<sup>rd</sup> day of May, 2017.

\_\_\_\_\_  
Michael A. Cacciotti, 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 3<sup>rd</sup> day of May, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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

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**ATTACHMENT 2**  
FY 2017-18 LLMD Engineer's Report



# **ENGINEER'S REPORT**

**CITY OF SOUTH PASADENA**

**STREET LIGHTING AND LANDSCAPING  
MAINTENANCE DISTRICT**

**Fiscal Year 2017-18**

**City of South Pasadena  
Los Angeles County, California**

**May 3, 2017**



**Harris & Associates**

**ENGINEER'S REPORT  
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Appendices

- A Assessment Diagram
- B Assessment Roll

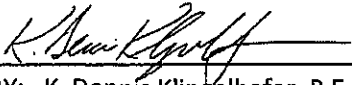
**ENGINEER'S REPORT**

**CITY OF SOUTH PASADENA**

**STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT**

The undersigned acting on behalf of Harris & Associates, respectfully submits the enclosed Engineer's Report as directed by City Council pursuant to the provisions of Section 4 of Article XIID of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972, Section 22500 et seq. of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

DATED: May 3, 2017

  
BY: K. Dennis Klingelhofer, P.E.  
R.C.E. No. 50255



HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Evelyn G. Zneimer, City Clerk,  
City of South Pasadena  
Los Angeles County, California

By \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of South Pasadena, California, on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Evelyn G. Zneimer, City Clerk,  
City of South Pasadena  
Los Angeles County, California

By \_\_\_\_\_

**CITY OF SOUTH PASADENA**

**FISCAL YEAR 2017-18**

**ENGINEER'S REPORT  
PREPARED PURSUANT TO THE PROVISIONS OF THE  
LANDSCAPING AND LIGHTING ACT OF 1972  
SECTION 22500 THROUGH 22679  
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,  
ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION, AND  
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT  
(GOVERNMENT CODE SECTION 53750 ET SEQ.)**

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, Article XIIID of the California Constitution (Proposition 218), and the Proposition 218 Omnibus Implementation Act and in accordance with the Resolution of Initiation, adopted by the City Council of the City of South Pasadena, State of California, in connection with the proceedings for:

**CITY OF SOUTH PASADENA**

**STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT**

Hereinafter referred to as the "Assessment District" or "District", I, K. Dennis Klingelhofer, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

**PART A  
PLANS AND SPECIFICATIONS**

Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

**PART B  
ESTIMATE OF COST**

An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

**PART C  
METHOD OF APPORTIONMENT OF ASSESSMENTS**

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the District, in proportion to the estimated benefits to be received by such lots and parcels.

**PART D  
ASSESSMENT DIAGRAM**

The Diagram of the District Boundaries showing the exterior boundaries of the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

**PART E  
ASSESSMENT ROLL**

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the District.

**PART E  
METHOD OF APPORTIONMENT**

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the District, in proportion to the estimated benefits to be received by such lots and parcels.



**PART A**  
**Plans and Specifications**

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

**DESCRIPTION OF IMPROVEMENTS  
FOR THE CITY OF SOUTH PASADENA  
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT  
FISCAL YEAR 2017-18**

The proposed improvements for Fiscal Year 2017-18 may be generally described as the continued maintenance and operation of streets and sidewalks within the Assessment District, including the construction, operation, servicing and maintenance of landscaping, lighting and appurtenant facilities, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services described as follows::

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

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

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

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

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

**PART B  
Estimate of Cost**

A summary of the estimated cost of the construction, operation, servicing and maintenance of the landscaping and lighting facilities for Fiscal Year 2017-18, as described in Part A, are shown in the following table.

**Estimate of Cost**

Budget Item	Local	Citywide	District Total
<b>I. Landscape Maintenance</b>			
Street Tree Maintenance	\$0	\$429,400	\$429,400
Street Tree Removal and Replacement	\$0	\$200,000	\$200,000
Tree Related Sidewalk Repairs	\$0	\$50,000	\$50,000
Sidewalk Replacement	\$0	\$10,000	\$10,000
Median Landscape Maintenance	<u>\$0</u>	<u>\$64,000</u>	<u>\$64,000</u>
<b>Total Landscape Maintenance</b>	<b>\$0</b>	<b>\$753,400</b>	<b>\$753,400</b>
<b>II. Street Lighting <sup>1,2</sup></b>			
Major Thoroughfare <sup>2</sup>	\$48,795	\$146,386	\$195,181
City Owned System	\$81,326	\$0	\$81,326
Edison Owned System	<u>\$48,795</u>	<u>\$0</u>	<u>\$48,795</u>
<b>Total Street Lighting</b>	<b>\$178,916</b>	<b>\$146,386</b>	<b>\$325,302</b>
<b>III. Other Costs</b>			
Capital Improvements	\$0	\$0	\$0
Damage to City Property	\$0	\$0	\$0
Administrative Costs	<u>\$0</u>	<u>\$20,000</u>	<u>\$20,000</u>
<b>Total Other Costs</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$20,000</b>
<b>Total Costs</b>	<b>\$178,916</b>	<b>\$919,786</b>	<b>\$1,098,702</b>
<b>Revenue</b>			
Assessment Revenue FY 2017-18	\$160,939	\$731,031	\$891,970
Deficiency of Revenue Under Expenditures	<u>\$17,977</u>	<u>\$188,755</u>	<u>\$206,732</u>
<b>Total Revenue</b>	<b>\$178,916</b>	<b>\$919,786</b>	<b>\$1,098,702</b>

<sup>1</sup> Total street lighting costs for the District are allocated 60% to Major Thoroughfare, 25% to City-Owned and 15% to Edison Owned

<sup>2</sup> Major thoroughfare street lighting costs are allocated 25% to Zone 1 and 75 % Citywide

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year. Estimated beginning and ending fund balances for Fiscal Year 2017-18 are shown in the following table.

<b>Fiscal Year 2016-17</b>		<b>Fund Balance</b>
Beginning Balance (July 1, 2016)		\$100,618
FY 2016-17 Budget Surplus/(Deficit)		<u>(\$20,005)</u>
Estimated Ending Balance (June 30, 2017)		\$80,613
<b>Fiscal Year 2017-18</b>		<b>Fund Balance</b>
Estimated Beginning Balance (July 1, 2017)		\$80,613
FY 2017-18 Budget Surplus/(Deficit)		<u>(\$206,732)</u>
Estimated Ending Balance (June 30, 2018)		<u>(\$126,119)</u>

## PART C Method of Apportionment of Assessments

### General

The 1972 Act permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights, traffic signals and landscaping facilities.

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

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

The 1972 Act permits the designation of areas of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will received different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218 (Prop. 218), the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIII D to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Prop. 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. Prop. 218 also requires that publicly owned property which benefit from the improvements be assessed.

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

### Equivalent Dwelling Units

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

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

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

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

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

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

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

Landlocked parcels and small parcels vacated by the City are not assessed; nor are public streets, public properties, utility easements, right-of-way, public schools, public parks, and common areas. These are all exempt parcels. The land-use classification for each parcel has been based on the Los Angeles County Assessor's Roll. A summary of EDU Rates by Land Use Category is shown in the following table.

Land Use Category	Basic Unit x EDU Factor	EDU Rates
0 Exempt	1 Dwelling Unit x 1.0	1.00 EDU per Dwelling Unit
1 Single Family Residential (SFR)	1 Dwelling Unit x 1.0	1.00 EDU per Dwelling Unit
2 Multi-Family Residential/Condominiums	1 Dwelling Unit x 0.8	0.80 EDU per Dwelling Unit
3 Commercial/Industrial	1 Acre x 5.808	5.808 EDU per Acre
Based on the average size for SFR lots in the City of 7,500 SF which equals 5.808 Dwelling Units / Acre	1 Acre x 1.452	(first acre, minimum 1.00 EDU per Parcel)  1.452 EDU per Acre (after first acre)
4 Vacant - SFR	1 Parcel x 0.25	0.25 EDU per Parcel
5 Vacant - Non-SFR	1 Acre x 1.452	1.452 EDU per Acre (minimum 0.25 EDU per Parcel)

**Inventory of Parcels**

Land Use Classification	No. of Parcels	Dwelling Units	Acres	EDUs
0 Exempt	N/A	N/A	N/A	N/A
1 Single Family Residential (SFR)	4,369	4,369	N/A	4,369.00
2 Multi-Family Residential/Condominiums	1,982	6,477	N/A	5,181.60
3 Commercial/Industrial	320	N/A	123.24	652.89
4 Vacant - SFR	194	N/A	N/A	48.50
5 Vacant - Non-SFR	20	N/A	3.51	6.66
<b>CFD Totals</b>	<b>6,885</b>	<b>10,846</b>	<b>126.75</b>	<b>10,258.64</b>

Information from the Los Angeles County Assessor's Roll, Assessor's Parcel Maps, and the City of South Pasadena's Planning Department was utilized to create the inventory of parcels in the District. The total number of parcels; residential units; commercial, industrial and vacant acreage and calculated EDUs for each land use category are shown in the following table.

**District Benefits**

Parcels within the District receive benefit from the maintenance and operation of District improvements. Benefits received by parcels within the District are described below:

**Landscaping.** All parcels in the City receive benefit from the landscaping maintenance funded by the District. The City maintains trees and miscellaneous shrubbery throughout the City. The trees and shrubbery are located within the public street and sidewalk rights-of-way, including in medians and parkways.

The trees and shrubbery provide an aesthetically pleasing environment, shade, beautification, air purification and sound attenuation. These positive attributes increase the desirability of, and are special and direct benefits to, all properties throughout the City. Furthermore, Trees and landscaping, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increases property value.

**Lighting.** The proper functioning of street lighting is imperative for the welfare and safety of the public and property throughout the City. Proper maintenance and servicing of the street lighting system benefits properties within the District by providing proper illumination for ingress and egress and safe traveling at night. Proper operation of the street light system is imperative to public convenience, orderly traffic flow, enhanced congestion management and safety.

Improved security, fuel conservation, protection of property from crime and vandalism, and reduction of traffic accidents, are special and direct benefits to all properties within the City; lighting benefits are directly related to public safety and property protection and therefore increase desirability and property values.

The City costs to administer the maintenance and operations of the improvements, including administration of the District, also provide benefit to all properties in the District.

## Types of Benefit

There are two types of benefits parcels receive from the maintenance and operation of the improvements as described below.

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

The maintenance of street trees and leaf debris removal, sidewalk, curb and gutter repair adjacent to trees throughout the City, medians on Huntington Drive, Monterey Avenue and Fair Oaks are Citywide Benefits. All of the landscaping maintenance budget is attributed to Citywide Benefits and is assessed to all parcels in the District.

Street lighting on the major thoroughfares provide Citywide Benefits, as all property in the City derive benefit from the convenience, safety and protection of people and property they provide. 75% of the Major Thoroughfare Street Lighting budget is attributed to Citywide Benefits and is assessed to all parcels in the District.

Local Benefits. Benefits which are not received by all parcels in the City are considered to be Local Benefits, and the associated costs of these benefits are spread equally, based on Equivalent Dwelling Units, to only those parcels within the District receiving such benefits. Property value is enhanced for those parcels that receive Local Benefits.

Parcels that receive their local street lighting from the Edison owned street lights within the City receive the same amount of Local Benefit and the budget for the Edison street light system is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

Similarly, parcels that receive their local street lighting from the City owned street lights within the City receive the same amount of Local Benefit and the budget for the City street light system is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

Parcels that receive their local street lighting from the major thoroughfare street lights receive the same amount of Local Benefit and 25% of the budget for the major thoroughfare street light system allocated to such benefit, the amount of which is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

## Zones of Benefit

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

Zone 1. This zone consists of all property which is adjacent to the major thoroughfares in the District. Local Benefit received from the major thoroughfare street lights, equal to 25% of the major thoroughfare street lighting budget is allocated to Zone 1 parcels.

Zone 2. This zone consists primarily of residential property which is served by the City street lighting system. Local Benefit received from the City street lights, equal to 100% of the City street lighting budget is allocated to Zone 2 parcels.

Zone 3. This zone consists primarily of residential property which is served by the Edison street lighting system. Local Benefit received from the Edison street lights, equal to 100% of the Edison street lighting budget, is allocated to Zone 3 parcels.

Zone 4. This zone consists of parcels which do not have Local Benefits from street lighting and, therefore, receive only the Citywide Benefits.

**EDUs per Zone**

Citywide Benefits are allocated to all assessable parcels in the City pro rata based on the total number of Citywide EDUs. Local Benefits are allocated to parcels in their respective Zones pro rata based on the total number of Zone EDUs. The distribution of EDUs per Zone is shown below.

Benefit Zone	EDUs
Zone 1	1,856.90
Zone 2	2,050.91
Zone 3	5,951.24
Zone 4	399.60
<b>District Total</b>	<b>10,258.64</b>

**Assessments**

**Citywide Benefits.** All parcels within the City receive Citywide Benefits. The total amount of Citywide Benefits is shown below.

Budget Item	Amount
Street Tree Maintenance	\$429,400
Street Tree Removal and Replacement	\$200,000
Tree Related Sidewalk Repairs	\$50,000
Sidewalk Replacement	\$10,000
Median Landscape Maintenance	\$64,000
Major Thoroughfare Street Lighting	\$146,386
Capital Improvements	\$0
Damage to City Property	\$0
Administrative Costs	\$20,000
<b>Total Citywide Benefit</b>	<b>\$919,786</b>

The calculated assessment rate and the maximum assessment rate for Citywide Benefits are shown below.

Total Citywide Benefit	\$919,786
Divided by Total Citywide EDUs	÷ 10,258.64
<b>Calculated Citywide Benefit Per EDU</b>	<b>\$89.66</b>
<b>Maximum Citywide Benefit Per EDU</b>	<b>\$71.26</b>

**Local Benefits.** Parcels located within each Zone receive Local Benefits for their specific Zone. The total amount of Local Benefits for each Zone are shown below.

Budget Item	Zone 1	Zone 2	Zone 3	Zone 4	Local Total
Major Thoroughfare	\$48,795	\$0	\$0	\$0	\$48,795
City Owned System	\$0	\$81,326	\$0	\$0	\$81,326
Edison Owned System	\$0	\$0	\$48,795	\$0	\$48,795
<b>Total Local Benefit</b>	<b>\$48,795</b>	<b>\$81,326</b>	<b>\$48,795</b>	<b>\$0</b>	<b>\$178,916</b>

The calculated assessment rate and the maximum assessment rate for Local Benefits for each Zone are shown below.

Description	Zone 1	Zone 2	Zone 3	Zone 4
Total Local Benefit	\$48,795	\$81,326	\$48,795	\$0
Divided by Total Zone EDUs	÷ 1,856.90	÷ 2,050.91	÷ 5,951.24	÷ 399.60
<b>Calculated Local Benefit Per EDU</b>	<b>\$26.28</b>	<b>\$39.65</b>	<b>\$8.20</b>	<b>\$0.00</b>
<b>Maximum Local Benefit Per EDU</b>	<b>\$25.85</b>	<b>\$32.83</b>	<b>\$7.66</b>	<b>\$0.00</b>

**Assessment Summary**

The calculated assessment amount and the maximum assessment amount for each Zone, including both Citywide Benefits and Local Benefits, are shown below.

Description	Zone 1	Zone 2	Zone 3	Zone 4	Total
Calculated Citywide Benefit Assessment	\$166,489	\$183,884	\$533,586	\$35,828	\$919,786
Calculated Local Benefit Assessment	<u>\$48,795</u>	<u>\$81,326</u>	<u>\$48,795</u>	<u>\$0</u>	<u>\$178,916</u>
<b>Calculated Total Benefit Assessment</b>	<b>\$215,284</b>	<b>\$265,209</b>	<b>\$582,381</b>	<b>\$35,828</b>	<b>\$1,098,702</b>
Maximum Citywide Benefit Assessment	\$132,323	\$146,148	\$424,085	\$28,475	\$731,031
Maximum Local Benefit Assessment	<u>\$48,001</u>	<u>\$67,331</u>	<u>\$45,586</u>	<u>\$0</u>	<u>\$160,919</u>
<b>Maximum Total Benefit Assessment</b>	<b>\$180,323</b>	<b>\$213,479</b>	<b>\$469,672</b>	<b>\$28,475</b>	<b>\$891,949</b>
<b>Non-Assessed Benefit Assessment</b>	<b>\$34,961</b>	<b>\$51,730</b>	<b>\$112,709</b>	<b>\$7,352</b>	<b>\$206,753</b>

The calculated assessment rates and the maximum assessment rate for each Zone, including both Citywide Benefits and Local Benefits, are shown below.

Description	Zone 1	Zone 2	Zone 3	Zone 4
Calculated Citywide Benefit Per EDU	\$89.66	\$89.66	\$89.66	\$89.66
Calculated Local Benefit Per EDU	<u>\$26.28</u>	<u>\$39.65</u>	<u>\$8.20</u>	<u>\$0.00</u>
<b>Calculated Total Benefit Per EDU</b>	<b>\$115.94</b>	<b>\$129.31</b>	<b>\$97.86</b>	<b>\$89.66</b>
Maximum Citywide Benefit Per EDU	\$71.26	\$71.26	\$71.26	\$71.26
Maximum Local Benefit Per EDU	<u>\$25.85</u>	<u>\$32.83</u>	<u>\$7.66</u>	<u>\$0.00</u>
<b>Maximum Total Benefit Per EDU</b>	<b>\$97.11</b>	<b>\$104.09</b>	<b>\$78.92</b>	<b>\$71.26</b>
<b>Non-Assessed Benefit Per EDU</b>	<b>\$18.83</b>	<b>\$25.22</b>	<b>\$18.94</b>	<b>\$18.40</b>



**PART D**

**Assessment Diagram**

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

A copy of the assessment diagram for the District is included herein as Appendix A, and is part of this report.

## PART E







### Assessment Roll

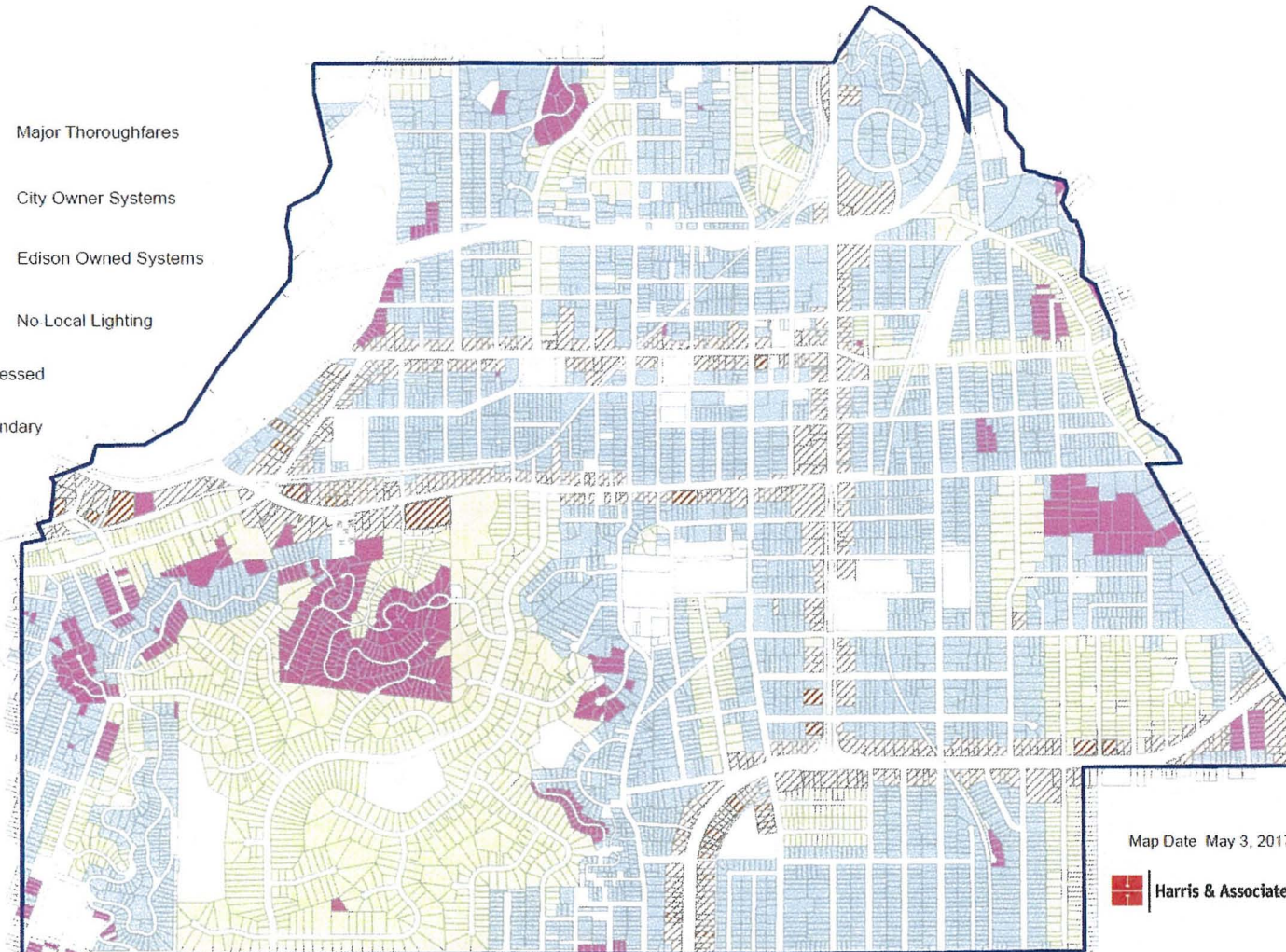
The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for City of South Pasadena, Street Lighting & Landscaping Maintenance District, Fiscal Year 2017-18, which exhibit is incorporated by reference herein and is on file in the Office of the City Clerk.


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

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

### CITY OF SOUTH PASADENA Street Lighting and Landscaping Maintenance District Assessment District Diagram

- Legend**
-  Zone 1 Major Thoroughfares
  -  Zone 2 City Owner Systems
  -  Zone 3 Edison Owned Systems
  -  Zone 4 No Local Lighting
  -  Non-Assessed
  -  City Boundary



Map Date May 3, 2017  
 Harris & Associates

15-27

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# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: Margaret Lin, Principal Management Analyst *ML*  
SUBJECT: **Authorize the Mayor to Enter Into a Purchase and Sales Agreement with the California Department of Transportation for 1107 Grevelia Street and 2006 Berkshire Avenue for the Purpose of Creating Pocket Parks**

## Recommendation

It is recommended that the City Council authorize the Mayor to enter into a Purchase and Sales Agreement (PSA) with the California Department of Transportation (Caltrans) for 1107 Grevelia Street and 2006 Berkshire Avenue for the purpose of creating pocket parks.

## Fiscal Impact

Purchase Price:

- 1107 Grevelia Street - \$187,800.00
- 2006 Berkshire Avenue - \$170,600.00

A five percent Bidder Deposit is required at this time:

- 1107 Grevelia Street - \$9,390.00
- 2006 Berkshire Avenue - \$8,530.00

\$750,000 is available in the designated reserve account to purchase Caltrans properties.

## Commission Review and Recommendation

On May 11, 2015, the Parks and Recreation Commission (PRC) approved a motion for the City of South Pasadena (City) to purchase 1107 Grevelia Street and on June 8, 2015, the PRC approved a motion for the City or purchase 2006 Berkshire Avenue for the purpose of creating pocket parks.

## Background

On July 9, 2014, the California State Transportation Agency Division of Right of Way submitted a letter to the City inquiring about the City's interest to purchase five surplus vacant Caltrans owned parcels being made available within the City. On July 14, 2014, the City submitted a letter

AGENDA ITEM 16

Authorize the Mayor to Enter Into a Purchase and Sales Agreement with Caltrans for 1107 Grevelia Street and 2006 Berkshire Avenue for the Purpose of Creating Pocket Parks  
May 3, 2017  
Page 2 of 2

expressing interest. On July 1, 2015 the City Council provided direction to staff to negotiate the purchase price for 1107 Grevelia Street and 2006 Berkshire Avenue based on the appraised value of the property as permanently deed restricted for public park and open space use. On August 9, 2016, the City submitted a subsequent letter offering to re-zone the parcels to open space use. On December 7, 2016, the City Council adopted Ordinance No. 2307 amending the Zoning Map of South Pasadena for the two properties located at 1107 Grevelia Street and 2006 Berkshire Avenue from Residential Medium Density and Residential Low Density, respectively, to open space use.

### **Analysis**

The proposed purchase prices were established based on an assessment of the properties appraised values as park or open space use.

#### **Purchase Price:**

- 1107 Grevelia Street - \$187,800.00
- 2006 Berkshire Avenue - \$170,600.00

On June 28, 2017, the California Transportation Commission is scheduled to review the proposed purchase prices for the two properties. A five percent deposit is required for each property and will be applied to the purchase price.

### **Legal Review**

The City Attorney has reviewed this item and has opined that there is an indemnity clause in favor of Caltrans which applies to any hazardous condition on the property. However, this provision only applies to conditions that were not caused by Caltrans, but would otherwise impact Caltrans solely because it is in the change of title.

### **Public Notification of Agenda Item**

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

#### **Attachments:**

1. Purchase and Sale Agreement – 1107 Grevelia Street
2. Purchase and Sale Agreement – 2006 Berkshire Avenue

**ATTACHMENT 1**  
**Purchase and Sale Agreement – 1107 Grevelia Street**

**PURCHASE AND SALE AGREEMENT- DIRECT SALE**

RW 16-5 (NEW 10/20/16)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of 05/05/2017 [date] by and between the State of California, Department of Transportation ("Caltrans") and The City of South Pasadena ("Purchaser").

**Recitals**

A. Caltrans owns the real property commonly known as 1107 Grevelia Street: (DD 68499-01-01) (the "Property") and more particularly described as set forth in Exhibit A attached hereto.

B. Purchaser is The City of South Pasadena.

C. The parties wish to provide terms and conditions for Purchaser's purchase of the Property from Caltrans.

NOW THEREFORE, the parties agree as follows:

**Section 1. Purchase and Sale**

Caltrans shall sell the Property to Purchaser and Purchaser shall purchase the Property from Caltrans on the terms and conditions stated in this Agreement.

**Section 2. Purchase Price**

The purchase price for the Property shall be \$187,800.00 ("Purchase Price"). The Purchase Price shall be paid by Purchaser as set forth below.

(a) Purchase Deposit: Receipt is hereby acknowledged of the Bidder Deposit of **Nine Thousand Three Hundred and Ninety Dollars** (\$ 9,390.00 ), representing 5% of the purchase price, in the form of a (cashier's check/certified check/money order) made payable to the "California Department of Transportation," which, without any interest, will be applied to the Purchase Price.

(b) Liquidated Damages. THE PARTIES AGREE THAT THE TOTAL DEPOSIT AMOUNT (BOTH BIDDER DEPOSIT AND PURCHASE DEPOSIT) ARE A REASONABLE SUM FOR LIQUIDATED DAMAGES SHOULD THIS TRANSACTION FAIL TO CLOSE DUE TO A MATERIAL BREACH OF THIS AGREEMENT BY PURCHASER, IN THAT, WHEN CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES. BY PLACING THEIR INITIALS AT THE PLACES PROVIDED, EACH PARTY AGREES THAT THE FOREGOING CONSTITUTES LIQUIDATED DAMAGES AND NOT A FORFEITURE OR PENALTY.

Purchaser \_\_\_\_\_ Caltrans \_\_\_\_\_ [Initials of Purchaser and Caltrans]

(c) Balance of Purchase Price. Purchaser shall remit sufficient funds to cover the balance of the Purchase Price of \$ 178,410.00 (Purchase Price minus any amounts already paid) no later than five (5) calendar days from written notice the California Transportation Commission ("CTC") has approved the Director's Deed covering this sale.

**Section 3. Closing and California Transportation Commission Approval**

Purchaser understands and agrees that this sale is subject to the approval by the CTC. In the event the CTC fails to approve the sale, all monies paid by the Purchaser will be refunded without interest. Caltrans makes no representations or warranty concerning the CTC's approval of this sale.



**PURCHASE AND SALE AGREEMENT- DIRECT SALE**

RW 16-5 (NEW 10/20/16)

**Section 4. Close of Escrow**

Caltrans will maintain an internal escrow at no charge to Purchaser. Purchaser may open an external escrow at Purchaser's expense but selection of the escrow company is subject to Caltrans's approval, which Caltrans may withhold for any reason within its discretion. Should Purchaser elect to open an escrow, Purchaser agrees to pay any and all fees associated with the escrow, and any and all recording fees, documentary transfer taxes or any other real estate transaction fees involved in the transaction.

**Section 5. Closing Costs and Prorations**

Purchaser shall pay all recording fees and the premium, if any, for the title insurance policy referred to herein. Prorations of real property taxes and assessments, rents, interest, and other expenses of the Property shall be prorated as of the date of recordation of the deed.

**Section 6. Title**

The Property is believed to be free of any liens, court judgments, loans, Deeds of Trust, and delinquent or unpaid property taxes. The sale of the Property is subject to all matters of public record and any easements, or reservations not of record or that which is reserved by the Caltrans. Caltrans does not assume any liability for any possible encumbrances on the Property.

Purchaser understands and agrees that the right, title, and interest in the Property to be conveyed shall not exceed that vested in the State of California, Department of Transportation, and that Caltrans will furnish no policy of title insurance. If a policy of title insurance is desired, Purchaser may obtain one at Purchaser's sole expense. The Property is being conveyed subject to any special assessments, restrictions, reservations or easements of record and subject to any reservations contained in the Director's Deed. Purchaser may examine any information Caltrans has relative to these matters. Purchaser has been given the opportunity to request and inspect all documents, if any, within Caltrans possession regarding the condition of the property.

**Section 7. Condition of Property**

Purchaser waives any further right to inspect the Property and conduct tests thereon. The Property is sold "AS IS" in its present physical condition as of the date of this Agreement. Purchaser acknowledges and agrees that they are acquiring the property in its present state and condition as of the date of this Agreement, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold or other environmental health hazards. Purchaser acknowledges and agrees that the Caltrans has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property.

Caltrans makes no representation regarding the potential for development, subdivision, zoning, or re-zoning of the Property. Purchaser shall be responsible for compliance with any and all local codes and ordinances for permitted land uses of any kind.

**Section 8. No Assignment**

Purchaser shall not assign all or any part of the Purchaser's interest in this Agreement without first having obtained the written consent of Caltrans. Any total or partial assignment shall not relieve Purchaser of Purchaser's obligation to this Agreement.

**Section 9. Disclaimers**

The Property and the fixtures and personal property contained therein, if any, are not new, and have been subject to normal wear and tear. Purchaser understands that Caltrans makes no express or implied warranty with respect to the condition of any of the Property, fixtures or personal property. Caltrans makes no oral or written representation regarding the age of improvements, the size and square footage of the parcel or building, or the location of property lines. Apparent boundary line indicators such as driveways, fences, hedges, walls, or other barriers may not represent the true boundary lines which may only be determined by a surveyor. If any of these issues are important to Purchaser's decision to purchase, then Purchaser should investigate the Property independently. Purchaser acknowledges that it has not relied upon any representations by Caltrans with respect to the condition of the Property, the status of permits, zoning, or code compliance. Purchaser is to satisfy itself concerning these issues.

**PURCHASE AND SALE AGREEMENT- DIRECT SALE**

RW 16-5 (NEW 10/20/16)

**Section 10. Indemnification**

Purchaser shall defend, indemnify, and hold Caltrans and Caltrans' elected and appointed officers, agents, and employees free and harmless from and against any and all liabilities, damages, claims, costs, and expenses (including and without limitation to attorney's fees, legal expenses and costs, and consultant's fees, and investigation and remediation costs) arising in whole or in part from the existence of Hazardous Substances or Hazardous Substance Conditions. This indemnity is intended to address that liability for which Caltrans may be responsible solely out of its mere ownership of said Property. This provision shall survive transfer of title to said Property and any rescission of said transfer.

When used in this Agreement, "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state, or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, including the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act as now in effect.

When used in this agreement, "Hazardous Substance Condition" shall mean the existence on or under Property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

**Section 11. Destruction of Improvements**

If the improvements of the Property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to Close of Escrow or approval by the CTC, Purchaser may terminate the transaction by written notice delivered to Caltrans, and all Deposits shall be returned to Purchaser.

**Section 12. Commissions**

Each party represents and warrants to the other party that no broker or finder or other real estate agent is entitled to any commission, finder's fee or other compensation resulting from any action on its part. Purchaser and Caltrans each agree to indemnify the other and defend and hold harmless the other party from and against any loss, cost, or expense, including attorney's fees, incurred by such party, and against any claims, causes of action or the like brought by any broker, finder or similar agent for a commission or fee on account of this Agreement. This section does not prohibit a Purchaser from obtaining a broker at their own expense.

**Section 13. Effective Headings**

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

**Section 14. Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

**Section 15. Counterparts**

This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

**Section 16. Binding on Successors and Assigns**

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors, and assigns.

**Section 17. Attorney's Fees**

If any legal action, arbitration or other proceeding is brought involving a dispute between the parties or arising out of the execution of this Agreement or sale of the Property, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

**PURCHASE AND SALE AGREEMENT- DIRECT SALE**

RW 16-5 (NEW 10/20/16)

**Section 18. Agreement to Perform Necessary Acts**

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

**Section 19. No Third-party Beneficiaries**

This Agreement is for the sole benefit of the parties hereto. There are no third-party beneficiaries, intended or otherwise.

**Section 20. Notices**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Caltrans at: Division of Right of Way- Excess Lands, 100 S. Main Street MS 6, Los Angeles, CA 90012

To Purchaser at: The City of South Pasadena, 1414 Mission Street, South Pasadena, CA 91030

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party contained herein.

**Section 21. Governing Law**

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

**Section 22. Severability**

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

**Section 23. Survival of Representations and Warranties**

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

**Section 24. Time is of the Essence**

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

**Section 25. Saturdays, Sundays, and Holidays**

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

**Section 26. Waiver**

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

**PURCHASE AND SALE AGREEMENT- DIRECT SALE**

RW 16-8 (NEW 10/20/16)

**Section 27. Vesting**

Title shall be vested as follows:

**The City of South Pasadena**

- as Husband and Wife
- A Single Man/Woman
- A Married Man/Woman as his/her sole and separate property
- as Joint Tenants
- as Tenants in Common
- Other (specify) None

**Section 28. Additional Terms & Conditions**

Additional Terms & Conditions  are/  are not attached.

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

Recommended for Approval by:  
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: Yadir Peralta Signature: \_\_\_\_\_  
Right of Way Agent

By: Douglas Hoover Signature: \_\_\_\_\_  
Chief Excess Land Branch, Right of Way

Approved:

By: Andrew P. Nierenberg Signature: \_\_\_\_\_  
Deputy District Director, Right of Way

**PURCHASER: The City of South Pasadena**

By: Micahel A Cacciotti Signature: \_\_\_\_\_  
South Pasadena Mayor

[Attached exhibit with Legal Description]

**ATTACHMENT 2**  
**Purchase and Sale Agreement**  
**– 2006 Berkshire Avenue**

**PURCHASE AND SALE AGREEMENT- DIRECT SALE**

RW 16-5 (NEW 10/20/16)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of 05/05/2017 [date] by and between the State of California, Department of Transportation ("Caltrans") and The City of South Pasadena ("Purchaser").

**Recitals**

A. Caltrans owns the real property commonly known as 2006 Berkshire Ave : (DD 64544-01-01) (the "Property") and more particularly described as set forth in Exhibit A attached hereto.

B. Purchaser is The City of South Pasadena.

C. The parties wish to provide terms and conditions for Purchaser's purchase of the Property from Caltrans.

NOW THEREFORE, the parties agree as follows:

**Section 1. Purchase and Sale**

Caltrans shall sell the Property to Purchaser and Purchaser shall purchase the Property from Caltrans on the terms and conditions stated in this Agreement.

**Section 2. Purchase Price**

The purchase price for the Property shall be \$170,600.00 ("Purchase Price"). The Purchase Price shall be paid by Purchaser as set forth below.

(a) Purchase Deposit: Receipt is hereby acknowledged of the Bidder Deposit of Eight Thousand Five Hundred and Thirty Dollars (\$ 8,530.00), representing 5% of the purchase price, in the form of a (cashier's check/certified check/money order) made payable to the "California Department of Transportation," which, without any interest, will be applied to the Purchase Price.

(b) Liquidated Damages. THE PARTIES AGREE THAT THE TOTAL DEPOSIT AMOUNT (BOTH BIDDER DEPOSIT AND PURCHASE DEPOSIT) ARE A REASONABLE SUM FOR LIQUIDATED DAMAGES SHOULD THIS TRANSACTION FAIL TO CLOSE DUE TO A MATERIAL BREACH OF THIS AGREEMENT BY PURCHASER, IN THAT, WHEN CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES. BY PLACING THEIR INITIALS AT THE PLACES PROVIDED, EACH PARTY AGREES THAT THE FOREGOING CONSTITUTES LIQUIDATED DAMAGES AND NOT A FORFEITURE OR PENALTY.

Purchaser \_\_\_\_\_ Caltrans \_\_\_\_\_ [Initials of Purchaser and Caltrans]

(c) Balance of Purchase Price. Purchaser shall remit sufficient funds to cover the balance of the Purchase Price of \$ 162,070.00 (Purchase Price minus any amounts already paid) no later than five (5) calendar days from written notice the California Transportation Commission ("CTC") has approved the Director's Deed covering this sale.

**Section 3. Closing and California Transportation Commission Approval**

Purchaser understands and agrees that this sale is subject to the approval by the CTC. In the event the CTC fails to approve the sale, all monies paid by the Purchaser will be refunded without interest. Caltrans makes no representations or warranty concerning the CTC's approval of this sale.

**PURCHASE AND SALE AGREEMENT- DIRECT SALE**

RW 16-5 (NEW 10/20/16)

**Section 4. Close of Escrow**

Caltrans will maintain an internal escrow at no charge to Purchaser. Purchaser may open an external escrow at Purchaser's expense but selection of the escrow company is subject to Caltrans's approval, which Caltrans may withhold for any reason within its discretion. Should Purchaser elect to open an escrow, Purchaser agrees to pay any and all fees associated with the escrow, and any and all recording fees, documentary transfer taxes or any other real estate transaction fees involved in the transaction.

**Section 5. Closing Costs and Prorations**

Purchaser shall pay all recording fees and the premium, if any, for the title insurance policy referred to herein. Prorations of real property taxes and assessments, rents, interest, and other expenses of the Property shall be prorated as of the date of recordation of the deed.

**Section 6. Title**

The Property is believed to be free of any liens, court judgments, loans, Deeds of Trust, and delinquent or unpaid property taxes. The sale of the Property is subject to all matters of public record and any easements, or reservations not of record or that which is reserved by the Caltrans. Caltrans does not assume any liability for any possible encumbrances on the Property.

Purchaser understands and agrees that the right, title, and interest in the Property to be conveyed shall not exceed that vested in the State of California, Department of Transportation, and that Caltrans will furnish no policy of title insurance. If a policy of title insurance is desired, Purchaser may obtain one at Purchaser's sole expense. The Property is being conveyed subject to any special assessments, restrictions, reservations or easements of record and subject to any reservations contained in the Director's Deed. Purchaser may examine any information Caltrans has relative to these matters. Purchaser has been given the opportunity to request and inspect all documents, if any, within Caltrans possession regarding the condition of the property.

**Section 7. Condition of Property**

Purchaser waives any further right to inspect the Property and conduct tests thereon. The Property is sold "AS IS" in its present physical condition as of the date of this Agreement. Purchaser acknowledges and agrees that they are acquiring the property in its present state and condition as of the date of this Agreement, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold or other environmental health hazards. Purchaser acknowledges and agrees that the Caltrans has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property.

Caltrans makes no representation regarding the potential for development, subdivision, zoning, or re-zoning of the Property. Purchaser shall be responsible for compliance with any and all local codes and ordinances for permitted land uses of any kind.

**Section 8. No Assignment**

Purchaser shall not assign all or any part of the Purchaser's interest in this Agreement without first having obtained the written consent of Caltrans. Any total or partial assignment shall not relieve Purchaser of Purchaser's obligation to this Agreement.

**Section 9. Disclaimers**

The Property and the fixtures and personal property contained therein, if any, are not new, and have been subject to normal wear and tear. Purchaser understands that Caltrans makes no express or implied warranty with respect to the condition of any of the Property, fixtures or personal property. Caltrans makes no oral or written representation regarding the age of improvements, the size and square footage of the parcel or building, or the location of property lines. Apparent boundary line indicators such as driveways, fences, hedges, walls, or other barriers may not represent the true boundary lines which may only be determined by a surveyor. If any of these issues are important to Purchaser's decision to purchase, then Purchaser should investigate the Property independently. Purchaser acknowledges that it has not relied upon any representations by Caltrans with respect to the condition of the Property, the status of permits, zoning, or code compliance. Purchaser is to satisfy itself concerning these issues.

**PURCHASE AND SALE AGREEMENT- DIRECT SALE**

RW 16-5 (NEW 10/20/16)

**Section 10. Indemnification**

Purchaser shall defend, indemnify, and hold Caltrans and Caltrans' elected and appointed officers, agents, and employees free and harmless from and against any and all liabilities, damages, claims, costs, and expenses (including and without limitation to attorney's fees, legal expenses and costs, and consultant's fees, and investigation and remediation costs) arising in whole or in part from the existence of Hazardous Substances or Hazardous Substance Conditions. This indemnity is intended to address that liability for which Caltrans may be responsible solely out of its mere ownership of said Property. This provision shall survive transfer of title to said Property and any rescission of said transfer.

When used in this Agreement, "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state, or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, including the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act as now in effect.

When used in this agreement, "Hazardous Substance Condition" shall mean the existence on or under Property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

**Section 11. Destruction of Improvements**

If the improvements of the Property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to Close of Escrow or approval by the CTC, Purchaser may terminate the transaction by written notice delivered to Caltrans, and all Deposits shall be returned to Purchaser.

**Section 12. Commissions**

Each party represents and warrants to the other party that no broker or finder or other real estate agent is entitled to any commission, finder's fee or other compensation resulting from any action on its part. Purchaser and Caltrans each agree to indemnify the other and defend and hold harmless the other party from and against any loss, cost, or expense, including attorney's fees, incurred by such party, and against any claims, causes of action or the like brought by any broker, finder or similar agent for a commission or fee on account of this Agreement. This section does not prohibit a Purchaser from obtaining a broker at their own expense.

**Section 13. Effective Headings**

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

**Section 14. Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

**Section 15. Counterparts**

This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

**Section 16. Binding on Successors and Assigns**

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors, and assigns.

**Section 17. Attorney's Fees**

If any legal action, arbitration or other proceeding is brought involving a dispute between the parties or arising out of the execution of this Agreement or sale of the Property, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.



**PURCHASE AND SALE AGREEMENT- DIRECT SALE**

RW 16-5 (NEW 10/20/16)

**Section 18. Agreement to Perform Necessary Acts**

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

**Section 19. No Third-party Beneficiaries**

This Agreement is for the sole benefit of the parties hereto. There are no third-party beneficiaries, intended or otherwise.

**Section 20. Notices**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Caltrans at: Division of Right of Way- Excess Lands, 100 S. Main Street MS 6, Los Angeles, CA 90012

To Purchaser at: The City of South Pasadena, 1414 Mission St, South Pasadena, CA 91030

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party contained herein.

**Section 21. Governing Law**

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

**Section 22. Severability**

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

**Section 23. Survival of Representations and Warranties**

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

**Section 24. Time is of the Essence**

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

**Section 25. Saturdays, Sundays, and Holidays**

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

**Section 26. Waiver**

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

**PURCHASE AND SALE AGREEMENT- DIRECT SALE**

RW 16-5 (NEW 10/20/16)

**Section 27. Vesting**

Title shall be vested as follows:

**The City of South Pasadena**

- as Husband and Wife
- A Single Man/Woman
- A Married Man/Woman as his/her sole and separate property
- as Joint Tenants
- as Tenants in Common
- Other (specify) None

**Section 28. Additional Terms & Conditions**

Additional Terms & Conditions  are/  are not attached.

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

Recommended for Approval by:  
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: Yadir Peralta Signature: \_\_\_\_\_  
Right of Way Agent

By: Douglas Hoover Signature: \_\_\_\_\_  
Chief Excess Land Branch, Right of Way

Approved:

By: Andrew P. Nierenberg Signature: \_\_\_\_\_  
Deputy District Director, Right of Way

**PURCHASER: The City of South Pasadena**

By: Micahel A Cacciotti Signature: \_\_\_\_\_  
South Pasadena Mayor

[Attached exhibits with Legal Description]

# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *JA*  
FROM: Paul Toor, P.E., Public Works Director *PT*  
Rafael Casillas P.E., Deputy Public Works Director *RC*  
Alex Chou, Associate Civil Engineer *AK*  
SUBJECT: **Notice of Completion for the Library Park Drainage Improvement Project**

## Recommendation

It is recommended that the City Council accept the Library Park Drainage Improvement Project (Project) as complete and direct staff to record a Notice of Completion with the Los Angeles County Registrar-Recorder/County Clerk.

## Fiscal Impact

The Project was funded through General Fund Library Park Drainage Designated Reserve Account No. 101-9000-9324.

## Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class 1 "existing facilities."

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

On December 21, 2016, the City Council awarded a construction contract to Cerco Engineering (Contractor) to construct drainage improvements at the Library Park. The scope of work consisted of the replacement and upgrade of the existing sump pump stations, clearing and grubbing, precise grading, construction of new PCC curb and gutter, v-gutters, slough wall, rain gutters, installation of PVC drain pipes, area drain inlets, and curb drains, removal and restoration of existing landscape planting and irrigation system, and utility adjustments.

AGENDA ITEM 17

**Analysis**

The original contract amount for this Project was \$320,888 and the final contract amount is \$317,755. The reduction in the final contract amount was primarily due to quantity adjustments in the field. The Project was inspected and managed by in-house staff.

**Legal Review**

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


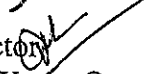

**Public Notification of Agenda Item**

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

# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager   
FROM: Paul Toor, Public Works Director   
Kristine Courdy, P.E., Public Works Operations Manager   
SUBJECT: **Approval of Purchase of a 2017 Chevrolet Bolt Electric Vehicle**

## Recommendation

It is recommended that the City Council:

- 1) Accept a bid dated April 11, 2017 from George Chevrolet located in Bellflower, CA for the purchase of a 2017 Chevrolet Bolt electric vehicle in the amount of \$37,554.68;
- 2) Reject all other bids received; and
- 3) Declare the Public Works Department 2008 Dodge Charger as surplus property and instruct staff to dispose of the item in accordance with South Pasadena Municipal Code Section (SPMC) 2.99-29 and City Surplus Disposal Policy.

## Fiscal Impact

There are sufficient funds available in the Fiscal Year 2016-17 budget Clean Air Act – AB 2766 Account Number 218-2270-8540.

## Environmental Analysis

Pursuant to Public Resources Code Section 21065, this action does not constitute a 'project' within the meaning of California Environmental Quality Act (CEQA) in that it has no potential to cause either a direct physical change in the environment, or a reasonable foreseeable indirect change in the environment, and therefore does not require environmental review.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

The City of South Pasadena (City) recognizes that the region has air quality problems, which is caused by mobile sources, such as passenger vehicles and trucks. Public agencies have a significant role to play in improving air quality by reducing emissions from all fleet operations. On November 16, 2005, the South Pasadena City Council adopted a low-emission vehicle (LEV) acquisition policy which requires the purchase of low-emission vehicles when practical for equipment fleets and requires that existing vehicles be retrofitted if and when practical.

The City of South Pasadena commits to being a community leader by showing how fleets (large and small) can aggressively incorporate low emission vehicles into fleet operations. Currently, there are three 2005 Toyota Prius used as pool vehicles. These vehicles are used by City employees to perform site visits, attend regional meetings, meet with residents, and for transportation around the City. Pool vehicles are an efficient way to allow multiple staff members access use of a City vehicle without having to purchase vehicles for each individual or have staff using personal vehicles to conduct City business.

Staff is proposing to use the new 2017 Chevrolet Bolt as a pool vehicle at City Hall and relocate an existing pool vehicle Prius with 34,900 miles to the City Public Works Yard. The Prius would replace a 2008 Dodge Charger used by the Public Works yard staff that has 78,793 miles, a former police vehicle.

In order to comply with the LEV acquisition policy, staff investigated the use of compressed natural gas (CNG), hydrogen and all electric vehicles. A CNG vehicle was considered, however all electric vehicle was ranked higher due to the comparative low emissions. There are two hydrogen vehicles available on the market: 2017 Toyota Mirai and 2017 Hyundai Tucson Fuel Cell, both of which are well over the budgeted amount. Staff test drove the Toyota Mirai, which is very suitable for the City. However, the initial capital and ongoing operational costs due to high cost of hydrogen fuel, staff is recommending to purchase an electric vehicle.

Other electric vehicles that were looked into were the Nissan Leaf, Volkswagen E-Golf, and the Ford Focus Electric. The Chevrolet Bolt has an EPA estimated 238 city miles of range per full charge, which is the better than the researched vehicles. Considering the price and the EPA range, the Chevrolet Bolt was deemed the best option.

If the purchase is approved, the 2008 Dodge Charger will be declared surplus property and auctioned off in accordance with the SPMC and City Surplus Disposal Policy.

#### **Analysis**

In compliance with the purchasing policy under SPMC 2.99-29, a notice inviting sealed bids was published in the South Pasadena Review, on the City website and sent to four dealerships to purchase a new 2017 Chevrolet Bolt Electric Vehicle. On April 11, 2017 the City Clerk's Office received and opened two (2) bids with results as follows:

<b>Vendor</b>	<b>Bid Amount</b>
George Chevrolet, <i>Bellflower, CA</i>	\$36,036.93 \$37,554.68*
Mark Christopher Auto Center, <i>Ontario, CA</i>	\$41,052.41

\* The vehicle purchase price in the bid was \$36,036.93. The increase in cost is to upgrade to a faster charger which will greatly reduce the charging time for the vehicle.

Purchase of 2017 Chevrolet Bolt Electric Vehicle

May 3, 2017

Page 3 of 3

The above costs include all taxes, fees and delivery. If purchase is authorized, it is anticipated that the 2017 Chevrolet Bolt will be delivered within four months after issuance of purchase order.

**Legal Review**

The City Attorney has not reviewed this item.

**Public Notification of Agenda Item**

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

Attachment: George Chevrolet Bid Documents

**MINUTES OF THE BID OPENING FOR  
2017 Chevrolet Bolt Vehicle Purchase**

**Tuesday, April 11, 2017, at 10:00 A.M.**

**CITY CLERK'S OFFICE  
CITY OF SOUTH PASADENA  
1414 MISSION STREET, SOUTH PASADENA, CA 91030**

**BID OPENING**

A Bid Opening was held at 10:00 a.m.
Present were: <input checked="" type="checkbox"/> Hamid Rahim, Project Assistant <input checked="" type="checkbox"/> Natalie Sanchez, Management Assistant

**BIDS RECEIVED**

As a result, 2 bids were received, all properly sealed and notated as follows:

	Name	Date/Time	Bid Amount (\$)
1.	Mark Christopher	4/11/2017 @ 8:59 am	\$ 41,052.41
2.	George Chevrolet *	4/11/2017 @ 9:35 am	\$ 30,030.93
3.			
4.			
5.			

**ANNOUNCEMENT**

The City Clerk advised that the bids will be reviewed by staff. Award of contract will be announced at a later date.

**SUBMITTED BY:**

Natalie Sanchez  
Natalie Sanchez, Management Assistant

\* SEE REVISED PROPOSAL THAT INCLUDES AN UPGRADE TO  
A FASTER CHARGER



**Mike O'Hare**  
**GEORGE CHEVROLET**

17000 S. LAKEWOOD BLVD  
BELLFLOWER, CA 90706  
(714) 746-3426 FAX (562) 925-9342

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04/24/2017

TO: **Kristine Courdy**  
FROM: **Mike O'Hare**  
RE: (1) **NEW ORDERED 2017 CHEVROLET BOLT**

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YOUR PRICE	32,231.00
DOC FEE	80.00
SALES TAX (8.75%)	3,021.08
"E" PLATES	N/C
TIRE TAX	<u>7.00</u>
TOTAL	37,554.68

Best Regards,

Mike O'Hare  
Commercial Fleet Account Manager  
714/746-3426 cell  
[chevy.truck@roadrunner.com](mailto:chevy.truck@roadrunner.com)

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# City of South Pasadena

## Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SS*

FROM: Paul Toor, Public Works Director *PT*  
Rafael O. Casillas, P.E., Deputy Director of Public Works *ROC*

SUBJECT: **Adoption of a Resolution Implementing No Stopping Any Time on Stoney Drive**

### Recommendation

It is recommended that the City Council adopt a resolution entitled "A Resolution of the City of South Pasadena, California, Establishing No Stopping Any Time with a Provision for Removal of Vehicle on Stoney Drive."

### Fiscal Impact

The costs involved in implementing the recommended changes are nominal and can be absorbed by the Fiscal Year 2016-17 Public Works Streets Division operations budget.

### Commission Review and Recommendation

On April 12, 2017, this matter was reviewed by the Public Works Commission (Commission). The Commission recommended the implementation of a No Stopping Any Time restriction on Stoney Drive from Arroyo Drive to 450-foot north side of the Arroyo Seco Parkway Bridge.

### Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class 1 "existing facilities."

### Background

Stoney Drive is a narrow two-way roadway with a variable width from thirty-one (31) to twenty-one (21) feet, which is insufficient to support on-street parking and unobstructed travel through existing traffic lanes. Staff conferred with the City's traffic engineer and made a determination that no stopping any time should be implemented at the proposed location.

**Analysis**

The California Vehicle Code Section 22507 authorizes the local authority to implement parking restrictions by resolution. The South Pasadena Municipal Code Section 19.45 authorizes the City Manager to install signs giving notice that no person shall stand, stop or park a vehicle, except as provided on such signs. Therefore, based on the investigation and existing roadway geometry the implementation of an on-street parking restriction is warranted.

**Legal Review**

The City Attorney reviewed this item.

**Public Notification of Agenda Item**

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

**Attachment:**

1. Location Map
2. Resolution

**ATTACHMENT 1**  
Location Map



**ATTACHMENT 2**  
Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
ESTABLISHING NO STOPPING ANY TIME WITH A  
PROVISION FOR REMOVAL OF VEHICLE ON  
STONEY DRIVE**

**WHEREAS,** California Vehicle Code Section 22507 authorizes the local authority to install signs giving notice that no person shall stand, stop or park a vehicle, except as provided on such signs; and

**WHEREAS,** The South Pasadena Municipal Code Section 19.45 authorizes the City Manager to install signs giving notice that no person shall stand, stop or park a vehicle, except as provide on such signs; and

**WHEREAS,** Stoney Drive is a narrow two-way roadway with a variable width from thirty-one to twenty-one feet, which is insufficient to support on-street parking and unobstructed travel through existing traffic lanes.

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

**SECTION 1.** That there be and there is hereby established in the City of South Pasadena, California, a No Stopping Any Time parking restriction(s), with a provision for removal of vehicles, on any day, on both sides of the roadway along the curb lines of Stoney Drive from Arroyo Drive to 450-foot north side of Arroyo Seco Parkway Bridge.

It shall be unlawful for any person to stop, stand or park any vehicle within the aforesaid parking restriction(s), on any day, whether such vehicle be attended or unattended. Any vehicle parked or left standing in violation of the provisions of this resolution may be removed pursuant to the provisions of the California Vehicle Code Section 22651(n).

**SECTION 2.** The City Manager is hereby authorized and directed to cause to be installed and maintained appropriate signs on the aforesaid street giving notice of the on-street parking restrictions established herein and giving notice that vehicles in violation thereof are subject to being removed.

**SECTION 3.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.



**PASSED, APPROVED AND ADOPTED ON this 3<sup>rd</sup> day of May, 2017.**

\_\_\_\_\_  
Michael A. Cacciotti, 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 3<sup>rd</sup> day of May, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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

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# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *JA*  
FROM: Margaret Lin, Principal Management Analyst *ML*  
SUBJECT: **Authorize a Letter of Support for Assembly Bill 1274 Regarding Smog Check Requirement Exemptions**

## **Recommendation**

It is recommended that the City Council authorize a Letter of Support for Assembly Bill 1274 (AB 1274) which would exempt motor vehicles that are eight or less model-years old from being required to obtain a smog check biennially upon renewal of registration.

## **Fiscal Impact**

There is no fiscal impact.

## **Commission Review and Recommendation**

This matter was not reviewed by a commission.

## **Background**

The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) provides grant funding for cleaner-than-required engines and equipment. Local air districts administer these grants and select which projects to fund. The California Air Resources Board works collaboratively with the districts and other stakeholders to set guidelines and ensure the Program reduces pollution and provides cleaner air for Californians. The Carl Moyer Program achieves reductions in emissions of key pollutants which are necessary for California to meet its clean air commitments under regulatory requirements. Eligible projects include cleaner on-road trucks, school, and transit buses, off-road equipment, marine vessels, locomotives, agricultural equipment, light duty vehicle scrap, and lawn mowers.

On February 17, 2017, Assemblymember Daniel J. O'Donnell introduced AB 1274 to exempt motor vehicles that are eight or less model-years old from being required to obtain a smog check biennially upon renewal of registration. On April 24, 2017, AB 1274 was approved by the Assembly Transportation Committee.

At the April 19, 2017 City Council Meeting Mayor Cacciotti requested and received a second by Councilmember Mahmud to authorize a letter of support for AB 1274.

**Analysis**

Existing legislation exempts vehicles that are six or less model-years old from being required to obtain a certificate of compliance. AB 1274 would delay the need for a smog check by two years and subject vehicle owners to an annual \$24 smog abatement fee during years seven and eight. Revenues generated by the smog abatement fee would be deposited into the Air Pollution Control Fund and be available for expenditure by the Legislature to fund the Carl Moyer Program to reduce diesel particulate matter and nitrogen oxides emissions.

**Legal Review**

The City Attorney has not reviewed this item.

**Public Notification of Agenda Item**

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

Attachments:

1. Assembly Bill 1274
2. Draft Letter of Support

**ATTACHMENT 1**  
**Assembly Bill 1274**

AMENDED IN ASSEMBLY MARCH 30, 2017

CALIFORNIA LEGISLATURE—2017–18 REGULAR SESSION

**ASSEMBLY BILL**

**No. 1274**

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**Introduced by Assembly Member O'Donnell**

February 17, 2017

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An act to amend ~~Section 44280~~ Sections 44011, 44060, 44060.5, and 44091.1 of the Health and Safety Code, relating to vehicular air pollution.

LEGISLATIVE COUNSEL'S DIGEST

AB 1274, as amended, O'Donnell. ~~Carl Moyer Memorial Air Quality Standards Attainment Program.~~ *Smog check: exemption.*

*Existing law establishes a motor vehicle inspection and maintenance (smog check) program that is administered by the Department of Consumer Affairs. The smog check program requires inspection of motor vehicles upon initial registration, biennially upon renewal of registration, upon transfer of ownership, and in certain other circumstances. Existing law, except as provided, exempts motor vehicles that are 6 or less model-years old from being inspected biennially upon renewal of registration.*

Existing law establishes the Carl Moyer Memorial Air Quality Standards Attainment Program, which is administered by the State Air Resources Board. The program authorizes the state board to provide grants to offset the incremental cost of eligible projects that reduce emissions from covered vehicular sources. The program also authorizes funding for a fueling infrastructure demonstration program and for technology development efforts that are expected to result in commercially available technologies in the near-term that would improve the ability of the program to achieve its goals.

~~This bill would make nonsubstantive changes to these provisions:~~

*This bill would, except as provided, exempt motor vehicles that are 8 or less model-years old from being inspected biennially upon renewal of registration. The bill would assess an annual smog abatement fee of \$24 on motor vehicles that are 7 or 8 model-years old. The bill would require the fee be deposited into the Air Pollution Control Fund and be available for expenditure, upon appropriation by the Legislature, to fund the Carl Moyer Memorial Air Quality Standards Attainment Program.*

*This bill would include a change in state statute that would result in a taxpayer paying a higher tax within the meaning of Section 3 of Article XIII A of the California Constitution, and thus would require for passage the approval of  $\frac{2}{3}$  of the membership of each house of the Legislature.*

Vote: ~~majority~~ $\frac{2}{3}$ . Appropriation: no. Fiscal committee: ~~no~~-yes. State-mandated local program: no.

*The people of the State of California do enact as follows:*

- 1     SECTION 1. Section 44011 of the Health and Safety Code is  
2 amended to read:  
3     44011. (a) All motor vehicles powered by internal combustion  
4 engines that are registered within an area designated for program  
5 coverage shall be required biennially to obtain a certificate of  
6 compliance or noncompliance, except for the following:  
7     (1) All motorcycles until the department, pursuant to Section  
8 44012, implements test procedures applicable to motorcycles.  
9     (2) All motor vehicles that have been issued a certificate of  
10 compliance or noncompliance or a repair cost waiver upon a change  
11 of ownership or initial registration in this state during the preceding  
12 six months.  
13     (3) All motor vehicles manufactured prior to the 1976  
14 model-year.  
15     (4) (A) Except as provided in subparagraph (B), all motor  
16 vehicles four or less model-years old.  
17     (B) (i) Beginning January 1, ~~2005~~, 2018, all motor vehicles ~~six~~  
18 *eight* or less model-years old, unless the state board finds that  
19 providing an exception for these vehicles will prohibit the state  
20 from meeting the requirements of Section 176(c) of the federal  
21 Clean Air Act (42 U.S.C. Sec. 7401 et seq.) or the state's

1 commitments with respect to the state implementation plan required  
2 by the federal Clean Air Act.

3 (ii) *Clause (i) does not apply to a motor vehicle that is seven*  
4 *model-years old in year 2017 for which a certificate of compliance*  
5 *has been obtained.*

6 (C) All motor vehicles excepted by this paragraph shall be  
7 subject to testing and to certification requirements as determined  
8 by the department, if any of the following apply:

9 (i) The department determines through remote sensing activities  
10 or other means that there is a substantial probability that the vehicle  
11 has a tampered emission control system or would fail for other  
12 cause a smog check test as specified in Section 44012.

13 (ii) The vehicle was previously registered outside this state and  
14 is undergoing initial registration in this state.

15 (iii) The vehicle is being registered as a specially constructed  
16 vehicle.

17 (iv) The vehicle has been selected for testing pursuant to Section  
18 44014.7 or any other provision of this chapter authorizing  
19 out-of-cycle testing.

20 (D) This paragraph does not apply to diesel-powered vehicles.

21 (5) In addition to the vehicles exempted pursuant to paragraph  
22 (4), any motor vehicle or class of motor vehicles exempted pursuant  
23 to subdivision (c) of Section 44024.5. It is the intent of the  
24 Legislature that the department, pursuant to the authority granted  
25 by this paragraph, exempt at least 15 percent of the lowest emitting  
26 motor vehicles from the biennial smog check inspection.

27 (6) All motor vehicles that the department determines would  
28 present prohibitive inspection or repair problems.

29 (7) Any vehicle registered to the owner of a fleet licensed  
30 pursuant to Section 44020 if the vehicle is garaged exclusively  
31 outside the area included in program coverage, and is not primarily  
32 operated inside the area included in program coverage.

33 (8) (A) All diesel-powered vehicles manufactured prior to the  
34 1998 model-year.

35 (B) All diesel-powered vehicles that have a gross vehicle weight  
36 rating of 8,501 to 10,000 pounds, inclusive, until the department,  
37 in consultation with the state board, pursuant to Section 44012,  
38 implements test procedures applicable to these vehicles.

39 (C) All diesel-powered vehicles that have a gross vehicle weight  
40 rating from 10,001 pounds to 14,000 pounds, inclusive, until the



1 state board and the Department of Motor Vehicles determine the  
2 best method for identifying these vehicles, and until the department,  
3 in consultation with the state board, pursuant to Section 44012,  
4 implements test procedures applicable to these vehicles.

5 (D) All diesel-powered vehicles that have a gross vehicle weight  
6 rating of 14,001 pounds or greater.

7 (b) Vehicles designated for program coverage in enhanced areas  
8 shall be required to obtain inspections from appropriate smog  
9 check stations operating in enhanced areas.

10 (c) For purposes of subdivision (a), a collector motor vehicle,  
11 as defined in Section 259 of the Vehicle Code, is exempt from  
12 those portions of the test required by subdivision (f) of Section  
13 44012 if the collector motor vehicle meets all of the following  
14 criteria:

15 (1) Submission of proof that the motor vehicle is insured as a  
16 collector motor vehicle, as shall be required by regulation of the  
17 bureau.

18 (2) The motor vehicle is at least 35 model-years old.

19 (3) The motor vehicle complies with the exhaust emissions  
20 standards for that motor vehicle's class and model-year as  
21 prescribed by the department, and the motor vehicle passes a  
22 functional inspection of the fuel cap and a visual inspection for  
23 liquid fuel leaks.

24 *SEC. 2. Section 44060 of the Health and Safety Code is*  
25 *amended to read:*

26 44060. (a) The department shall prescribe the form of the  
27 certificate of compliance or noncompliance, repair cost waivers,  
28 and economic hardship extensions.

29 (b) The certificates, repair cost waivers, and economic hardship  
30 extensions shall be in the form of an electronic entry filed with the  
31 department, the Department of Motor Vehicles, and any other  
32 person designated by the department. The department shall ensure  
33 that the motor vehicle owner or operator is provided with a written  
34 report, signed by the licensed technician who performed the  
35 inspection, of any test performed by a smog check station,  
36 including a pass or fail indication, and written confirmation of the  
37 issuance of the certificate.

38 (c) (1) The department shall charge a fee to a smog check  
39 station, including a test-only station, and a station providing referee  
40 functions, for a motor vehicle inspected at that station that meets

1 the requirements of this chapter and is issued a certificate of  
2 compliance, a certificate of noncompliance, repair cost waiver, or  
3 economic hardship extension.

4 (2) The fee charged pursuant to paragraph (1) shall be calculated  
5 to recover the costs of the department and any other state agency  
6 directly involved in the implementation, administration, or  
7 enforcement of the motor vehicle inspection and maintenance  
8 program, and shall not exceed the amount reasonably necessary  
9 to fund the operation of the program, including all responsibilities,  
10 requirements, and obligations imposed upon the department or  
11 any of those state agencies by this chapter, that are not otherwise  
12 recoverable by fees received pursuant to Section 44034.

13 (3) Except for adjustments to reflect changes in the Consumer  
14 Price Index, as published by the United States Bureau of Labor  
15 Statistics, the fee for each certificate, waiver, or extension shall  
16 not exceed seven dollars (\$7).

17 (4) Fees collected by the department pursuant to this subdivision  
18 shall be deposited in the Vehicle Inspection and Repair Fund. It  
19 is the intent of the Legislature that a prudent surplus be maintained  
20 in the Vehicle Inspection and Repair Fund.

21 (d) (1) (A) Motor vehicles exempted under paragraph (4) of  
22 subdivision (a) of Section 44011 *that are six or less model-years*  
23 *old* shall be subject to an annual smog abatement fee of twelve  
24 dollars (\$12). ~~The~~

25 (B) *Motor vehicles exempted under paragraph (4) of subdivision*  
26 *(a) of Section 44011 that are seven or eight model-years old shall*  
27 *be subject to an annual smog abatement fee of twenty-four dollars*  
28 *(\$24).*

29 (C) *The* department may also, by regulation, subject motor  
30 vehicles that are exempted under paragraph (5) of subdivision (a)  
31 of Section 44011 to the twelve dollar (\$12) annual smog abatement  
32 fee. Payment of the annual smog abatement fee shall be made to  
33 the Department of Motor Vehicles at the time of registration of  
34 the motor vehicle.

35 (2) Except as provided in *paragraph (1) of subdivision (a) of*  
36 *of, and subdivision (b) of, Section 44091.1,* fees collected pursuant  
37 to this subdivision shall be deposited on a daily basis into the  
38 Vehicle Inspection and Repair Fund.

39 (e) The sale or transfer of the certificate, waiver, or extension  
40 by a licensed smog check station or test-only station to any other

1 licensed smog check station or to any other person, and the  
2 purchase or acquisition of the certificate, waiver, or extension, by  
3 any person, other than from the department, the department's  
4 designee, or pursuant to a vehicle's inspection or repair conducted  
5 pursuant to this chapter, is prohibited.

6 (f) Following implementation of the electronic entry certificate  
7 under subdivision (b), the department may require the modification  
8 of the analyzers and other equipment required at smog check  
9 stations to prevent the entry of a certificate that has not been issued  
10 or validated through prepayment of the fee authorized by  
11 subdivision (c).

12 (g) The fee charged by licensed smog check stations to  
13 consumers for a certificate, waiver, or extension shall be the same  
14 amount that is charged by the department.

15 *SEC. 3. Section 44060.5 of the Health and Safety Code is*  
16 *amended to read:*

17 44060.5. (a) Beginning July 1, 2008, the smog abatement fee  
18 described in *subparagraph (A) or (C) of paragraph (1) of*  
19 *subdivision (d) of Section 44060 shall be increased by eight dollars*  
20 *(\$8).*

21 (b) Revenues generated by the increase described in this section  
22 shall be distributed as follows:

23 (1) The revenues generated by four dollars (\$4) shall be  
24 deposited in the Air Quality Improvement Fund created by Section  
25 44274.5.

26 (2) The revenues generated by four dollars (\$4) shall be  
27 deposited in the Alternative and Renewable Fuel and Vehicle  
28 Technology Fund created by Section 44273.

29 (c) This section shall remain in effect only until January 1, 2024,  
30 and as of that date is repealed, unless a later enacted statute, that  
31 is enacted before January 1, 2024, deletes or extends that date.

32 *SEC. 4. Section 44091.1 of the Health and Safety Code is*  
33 *amended to read:*

34 ~~44091.1. Commencing January 1, 2005, (a) Revenue from the~~  
35 ~~fee specified in subparagraph (A) or (C) of paragraph (1) of~~  
36 ~~subdivision (d) of Section 44060 shall be twelve dollars (\$12).~~  
37 ~~The revenues from that fee shall be allocated as follows:~~

38 ~~(a)~~

39 (1) The revenues generated by six dollars (\$6) of the fee shall  
40 be deposited in the Air Pollution Control Fund, and shall be

1 available for expenditure, upon appropriation by the Legislature,  
2 to fund the Carl Moyer Memorial Air Quality Standards Attainment  
3 Program (Chapter 9 (commencing with Section 44275)) to the  
4 extent that the state board or a participating district determines the  
5 moneys are expended to mitigate or remediate the harm caused by  
6 the type of motor vehicle on which the fee is imposed.

7 ~~(b) (1)~~

8 (2) (A) Except as provided for in ~~paragraph (2)~~, *subparagraph*  
9 (B), of the revenue generated by the remaining six dollars (\$6) of  
10 the fee, four dollars (\$4) shall be deposited in the account created  
11 by Section 44091, while the revenue generated by the remaining  
12 two dollars (\$2) shall be deposited in the Vehicle Inspection and  
13 Repair Fund and may be expended, upon appropriation, for, among  
14 other things, the Clean Vehicle Rebate Project established as a  
15 part of the Air Quality Improvement Program pursuant to Article  
16 3 (commencing with Section 44274) of Chapter 8.9.

17 ~~(2)~~

18 (B) All revenue generated by the remaining six dollars (\$6) of  
19 the fee described in this ~~subdivision~~ *paragraph* that is imposed at  
20 first registration of a motor vehicle and that is exempted under  
21 paragraph (4) of subdivision (a) of Section 44011 shall be deposited  
22 in the account created by Section 44091.

23 (b) *Revenue from the fee specified in subparagraph (B) of*  
24 *paragraph (1) of subdivision (d) of Section 44060 shall be*  
25 *deposited into the Air Pollution Control Fund and shall be*  
26 *available for expenditure, upon appropriation by the Legislature,*  
27 *to fund the Carl Moyer Memorial Air Quality Standards Attainment*  
28 *Program (Chapter 9 (commencing with Section 44275)).*

29 SECTION 1. ~~Section 44280 of the Health and Safety Code, as~~  
30 ~~amended by Section 17 of Chapter 401 of the Statutes of 2013, is~~  
31 ~~amended to read:~~

32 ~~44280. (a) There is hereby created the Carl Moyer Memorial~~  
33 ~~Air Quality Standards Attainment Program. The program shall be~~  
34 ~~administered by the state board in accordance with this chapter.~~  
35 ~~The administration of the program may be delegated to the districts.~~

36 ~~(b) The program shall provide grants to offset the incremental~~  
37 ~~cost of projects that reduce covered emissions from covered sources~~  
38 ~~in the state. Eligibility for grant awards shall be determined by the~~  
39 ~~state board, in consultation with the districts, in accordance with~~  
40 ~~this chapter.~~

1     ~~(c) The program also shall provide funding for a fueling~~  
2 ~~infrastructure demonstration program and for technology~~  
3 ~~development efforts that are expected to result in commercially~~  
4 ~~available technologies in the near-term that would improve the~~  
5 ~~ability of the program to achieve its goals. The infrastructure~~  
6 ~~demonstration and technology development portions of the program~~  
7 ~~shall be managed by the commission, in consultation with the state~~  
8 ~~board.~~  
9     ~~(d) This section shall remain in effect only until January 1, 2024,~~  
10 ~~and as of that date is repealed, unless a later enacted statute, that~~  
11 ~~is enacted before January 1, 2024, deletes or extends that date.~~

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**ATTACHMENT 2**  
Draft Letter of Support



## CITY OF SOUTH PASADENA

OFFICE OF THE CITY COUNCIL  
1414 MISSION STREET, SOUTH PASADENA, CA 91030  
TEL: (626) 403-7210 • FAX: (626) 403-7211  
WWW.SOUTHPASADENACA.GOV

May 3, 2017

The Honorable Patrick O'Donnell  
California State Assembly, District 70  
P.O. Box 942849  
Sacramento, CA 94249-0041

**Re: SUPPORT - AB 1274 (O'Donnell) Smog Check Exemption**

Dear Assemblymember O'Donnell,

On behalf of the City of South Pasadena (City), we would like to express our support for the South Coast Air Quality Management District and Assembly Bill 1274 (AB 1274, O'Donnell).

As strong proponents for the reduction of greenhouse gas emissions the City is interested in increasing the Air Pollution Control Fund (APCF) to further improve air quality throughout the state. The APCF has developed important programs to help reduce air pollution from heavy duty vehicles and achieve the State's clean air commitments. AB 1274 would delay smog check requirements for vehicles that are eight or less model-years old and subject vehicle owners to an annual \$24 smog abatement fee that would be used to fund the Carl Moyer Memorial Air Quality Standards Attainment Program to reduce diesel particulate matter and nitrogen oxides emissions.

Thank you for your leadership in authoring this important legislation. We look forward to working with you to support this Bill to improve air quality throughout the state. If you have any questions or comments please contact Sergio Gonzalez, City Manager, at [sgonzalez@southpasadenaca.gov](mailto:sgonzalez@southpasadenaca.gov) or (626) 403-7210.

Sincerely,

Michael A. Cacciotti  
Mayor

Richard D. Schneider, M.D.  
Mayor Pro Tem

Robert S. Joe  
Councilmember

Marina Khubesrian, M.D.  
Councilmember

Diana Mahmud  
Councilmember

cc: The Honorable Judy Chu, Congress District 27  
The Honorable Adam Schiff, Congress District 28  
The Honorable Anthony J. Portantino, Senate District 25  
The Honorable Kathryn Barger, Los Angeles County Board of Supervisors District 5  
The Honorable Brian Kelly, California State Transportation Authority Secretary



# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: Sheila Pautsch, Community Services Director *SP*  
SUBJECT: **Consent to Sublease with Forte Physical Therapy PC under the Master Lease with iTennis, Inc. for the Arroyo Seco Racquet Club**

## Recommendation

It is recommended that the City Council consent to sublease with Forte Physical Therapy PC under the master lease with iTennis, Inc. for the Arroyo Seco Racquet Club.

## Fiscal Impact

None.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

At the April 18, 2012 City Council Meeting, staff presented an amendment to the Arroyo Seco Racquet Club master lease with iTennis, Inc. providing further indemnification for the City of South Pasadena (City) and consent to a sublease. The City Council approved the amendment to the master lease but directed staff to re-word the use portion of the sublease. City Council concern was that more physical therapy would occur at the site than physical fitness and asked that the sublease emphasize the primary use as being for physical fitness and physical training, and that physical therapy would be allowed only as a secondary use. It was also advised that records would need to be kept on-site for review by City staff at any time.

At the May 2, 2012 City Council Meeting, the City Council consented to the proposed sublease with Fortanasce & Associates Sports Medicine and Physical Therapy (Fortanasce) under the master lease with iTennis, Inc., for the Arroyo Seco Racquet Club.

## Analysis

In 2016, Fortanasce was bought out by Rancho Physical Therapy (Rancho). In January 2017, Rancho closed the Arroyo Seco Racquet Club location leaving clients without a fitness and

Consent to a Sublease with Forte Physical Therapy PC under the Master Lease with iTennis, Inc.  
May 3, 2017  
Page 2 of 2

physical therapy facility. Fortanasce is proposing to re-open as Forte Physical Therapy PC to continue the care and fitness programs for clients in the surrounding area. This sublease is for 4 years and 7 months, ending in December 2021.

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

Attachment:

1. Sublease between Forte Physical Therapy PC and iTennis, Inc. (with Exhibit A)
2. Lease Agreement between City of South Pasadena and iTennis Inc.
3. Amendment No. 1 between City of South Pasadena and iTennis Inc.

**ATTACHMENT 1**

Sublease between Forte Physical Therapy and iTennis,  
Inc. (with Exhibit A)

**SUBLEASE**

**THIS SUBLEASE** is entered into as of May 1, 2017, by and between iTennis, Inc., a California corporation ("Sublandlord"), and Forte Physical Therapy PC, a California corporation ("Subtenant").

1. BASIC LEASE PROVISIONS AND CERTAIN DEFINITIONS.

- A. Building: Arroyo Seco Racquet Club  
920 Lohman Lane, S. Pasadena, CA 91030
- B. Premises: The gym space at the Arroyo Seco Racquet Club  
(formerly racquetball courts 4, 5 & 6)
- C. Subtenant's Address: Forte Physical Therapy PC  
2025 Braeburn Road  
Altadena, CA 91001  
Attn: Michael Fortanasce  
e-mail: mgfortanasce@sbcglobal.net
- D. Sublandlord's Address: 920 Lohman Lane  
South Pasadena, CA 91030  
Attn: John Letts  
e-mail: john@astennis.com
- E. Master Landlord: City of South Pasadena
- F. Master Landlord's Address  
(for notices): Per Paragraph 26 of the Master Lease
- G. Master Lease: Lease Agreement by and between iTennis, Inc. and The City  
of South Pasadena executed on December 21, 2011.
- H. Sublease Commencement Date: May 1<sup>st</sup>, 2017.
- I. Expiration Date: December 31, 2021
- L. Sublease Term: The Commencement Date through the Sublease Expiration  
Date shall be known as the "Sublease Term"
- M. Base Rent: \$2750.00 per month
- O. Payment Address: 920 Lohman Lane  
South Pasadena, CA 91030
- Q. Permitted Use: The Premises will be used primarily for physical fitness,  
physical training and other uses permitted under the Master  
Lease. Physical therapy is allowed as a secondary use.
- R. Physical therapy: The treatment or management of physical disability,  
malfunction, or pain by exercise, massage, hydrotherapy, etc.

S. Patron

A person who is a customer, client, or paying guest.

2. SUBLEASE. Sublandlord, in consideration of the rents and the agreements to be performed by Subtenant, subleases to Subtenant the Premises located in the Building.

3. SUBLEASE TERM. The Sublease Term shall be for the commencing on the Sublease Commencement Date specified in Section 1.H and ending on the Expiration Date specified in Section 1.I (May 1, 2017 to December 31, 2021).

4. POSSESSION. Sublandlord agrees to deliver possession of the Premises on the Commencement Date. Prior to accessing the Premises, Subtenant shall provide Sublandlord with commercially reasonable evidence that all insurance required hereunder to be maintained by Subtenant is in full force and effect. All indemnities by Subtenant in favor of Sublandlord as provided herein and in the Master Lease shall bind the Subtenant and shall be effective upon Subtenant being provided access to the Premises. Subtenant further acknowledges that Subtenant is accepting the Premises on an "as-is" basis and Sublandlord has made no representation or warranty, express or implied, regarding the Premises or the Building, including, without limitation, the condition, suitability or usability of the same for the purposes intended by Subtenant.

5. SUBTENANT'S USE. The Premises shall be used and occupied only for the Permitted Use. The secondary physical therapy use shall be limited to no more than 30% of the Patrons of the Premises. Subtenant shall keep accurate records of its Patrons, its Patron's visits and the activities that they are engaged in at the Premises (Patron Records). Subtenant shall maintain, at the Premises, its Patron Records and said records shall be open and available to Sublandlord's and/or Master Landlord's representative for examination at all reasonable times during business hours.

6. SUBLANDLORD'S USE. Subtenant will maintain gym equipment and a gym space suitable for general workout purposes at the Premises. Sublandlord shall have the right to use such gym equipment and gym space for all its employees, and teaching professional (independent contractors), as well as allowing use of such for all of its members in good standings and certain high performance junior tennis and squash players as designated by Sublandlord. Sublandlord retains the right to charge its members at its own discretion for such permitted use of the gym and gym equipment.

7. RENT. Beginning on the Commencement Date, Subtenant agrees to pay the Base Rent to Sublandlord at the Payment Address without prior demand and without deduction except as otherwise provided herein. Base Rent shall be paid in equal monthly installments in advance on the first day of each month of the Sublease Term. Base Rent shall be pro-rated for partial months at the beginning and end of the Sublease Term, if applicable. All charges, costs and sums required to be paid by Subtenant to Sublandlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent", and Base Rent and Additional Rent are collectively referred to as "Rent". Subtenant's covenant to pay Rent is independent of every other covenant in this Sublease. If Subtenant fails to pay any Rent within ten (10) days of the date due, Subtenant shall pay to Sublandlord a late charge of five percent (5%) of the amount of overdue Rent. In addition, any late Rent payment shall bear interest from the date that Rent became due and payable to the date of payment by Subtenant at the interest rate of ten percent (10%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by applicable law.

8. HOURS OF OPERATION. Subtenant shall keep the premises open and staffed during the regular operating hours of 8:00am to 8:00 pm on Monday-Friday and Saturday-Sunday from 8:00 am to 6:00 pm unless otherwise agreed upon in writing by Subtenant and Sublandlord.

9. IMPROVEMENT. Subtenant shall not make any alterations, additions or improvements ("Alterations") to the Premises without first obtaining the written consent of Sublandlord and Master Landlord. Any approved alterations, additions or improvements to the Subleased Premises shall be made by Subtenant at Subtenant's sole cost and expense, and otherwise upon all applicable terms and conditions of the Master Lease (including any removal and restoration obligations) and this Sublease. Upon the expiration or earlier termination of this Sublease, Subtenant shall deliver the Premises to Sublandlord "as is" and otherwise in compliance with the Master Lease. Subtenant shall indemnify, defend and hold Sublandlord harmless with respect to any Alterations made by Subtenant.

10. SUBTENANT'S MAINTENANCE OBLIGATIONS. In addition to any other obligations incurred by the terms of this Sublease, and not by way of limitation of any of Subtenant's obligations hereunder or under the Master Lease, Subtenant shall be responsible, at its sole cost and expense for all maintenance, repairs and replacements to the Premises and its equipment, to the extent Sublandlord is obligated to perform the same under the Master Lease.

11. QUIET ENJOYMENT. So long as no Event of Default (as defined in Section 21) has occurred and is continuing, Subtenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by Sublandlord or by anyone claiming through Sublandlord.

12. SUBTENANT'S INSURANCE. Subject to Section 26 below, Subtenant shall procure and maintain in full force and effect during the Sublease Term, at Subtenant's expense, for the benefit of Sublandlord and Master Landlord, all insurance Sublandlord is required to carry under the Master Lease, naming Sublandlord, Master Landlord and such other parties designated by Sublandlord or Master Landlord as additional insureds.

13. ASSIGNMENT OR SUBLETTING. Subtenant may not sublease or assign all or any portion of the Premises without Sublandlord's and Master Landlord's prior written consent.

14. RULES. Subtenant agrees to comply with all rules and regulations that Master Landlord has made or may in the future make for the Building. Sublandlord shall not be liable for damage caused to Subtenant by the nonobservance of similar covenants in their leases or of rules and regulations by any other tenants.

15. FIRE OR CASUALTY OR EMINENT DOMAIN. If Sublandlord receives a rent abatement under the Master Lease as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Subtenant shall receive an equal rent abatement hereunder.

16. SURRENDER. Immediately upon the expiration or termination of this Sublease or of the Subtenant's right to possession of the Premises, Subtenant will surrender and deliver the Premises, together with their improvements and Alterations (to the extent not obligated to remove the same) to Sublandlord in good condition and repair, reasonable wear and tear and casualty loss excepted; conditions existing because of Subtenant's failure to perform maintenance, repairs, or replacements as required of Subtenant under this Sublease shall not be deemed "reasonable wear and tear." Subtenant shall deliver to Sublandlord all keys; lock combination, and key card access information for the Premises. All Alterations to the Premises made by Subtenant shall become a part of and shall remain upon the Premises without compensation to Subtenant. Subtenant shall remove all or any portion of the Alterations made by Subtenant that Master Landlord may require Sublandlord to remove under the Master Lease. If Subtenant is required to remove Alterations, Subtenant shall restore the Premises to their condition prior to the making of the Alteration, repairing any damage resulting from the removal or restoration. If Subtenant does not perform the removal in accordance with this Section 14, Sublandlord may remove the Alterations (and repair any damage occasioned thereby) and dispose of them and Subtenant shall pay the costs of the removal, repair, and disposal on demand. As between Sublandlord and Subtenant, Subtenant

shall not be required to remove any Alterations performed by Sublandlord or to restore the Premises to their condition prior to the making of those Alterations. If, however, the Sublease Term expires at or about the date of the expiration of the Master Lease, and if Sublandlord is required under the Master Lease to remove any Alterations performed prior to the Commencement Date, Subtenant shall permit Sublandlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease Term, subject to such conditions as Subtenant may reasonably impose, for the purpose of removing its Alterations and restoring the Premises as required. This Section shall expressly survive the expiration or termination of the Sublease.

17. **REMOVAL OF SUBTENANT'S PROPERTY.** Upon the expiration or earlier termination of the Sublease, Subtenant shall remove all of its contents from the Building, including trade fixtures, machinery, equipment, furniture, and furnishing (collectively, the "Personalty"). Subtenant shall repair any damage to the Premises or Building resulting from the removal and shall restore the Premises to the same condition as prior to their installation. If Subtenant does not remove the Personalty prior to the expiration or earlier termination of the Sublease, Sublandlord may, at its option, remove such Personalty (and repair any resulting damage), store such Personalty, or dispose of the Personalty as Sublandlord sees fit. Any costs incurred pursuant to the preceding sentence shall be immediately reimbursed by Subtenant upon demand. This Section shall expressly survive the expiration or termination of the Sublease.

18. **HOLDING OVER.** If Subtenant or any party claiming by, through, or under Subtenant holds over, Sublandlord may exercise any remedies available to it to recover possession of the Premises, and to recover damages, including damages payable by Sublandlord to Master Landlord by reason of the holdover. This Section shall expressly survive the expiration or termination of the Sublease.

19. **INDEMNITY.** In addition to all indemnities by Subtenant of Sublandlord that are incorporated herein by reference from the Master Lease, Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold Sublandlord harmless from and against all losses, costs, damages, expenses and liabilities, including, without limitation, reasonable attorneys' fees, which Sublandlord may incur or pay out by reason of any breach or default hereunder or under the Master Lease to be performed by Subtenant under the terms of this Sublease, including, without limitation, the obligation to timely surrender the Premises in accordance with Sections 16 and 17 above.

20. **SUBLANDLORD'S RESERVED RIGHTS.** Sublandlord reserves the right, on reasonable prior notice (except that no notice shall be required in the case of an emergency or as otherwise set forth in the Master Lease), to inspect the Premises.

21. **DEFAULTS.** Subtenant agrees that any one or more of the following events shall be considered an "Event of Default":

A. Subtenant defaults in any payment of Rent when due, and the default continues for three (3) business days after notice.

B. Subtenant fails to observe or perform any other Sublease term, condition, obligation or covenant binding upon, or required of Subtenant, within ten (10) business days after notice from Sublandlord, provided, however, that if the nature of such failure is such that more than ten (10) business days are reasonably required for its cure, such failure shall not be deemed an Event of Default if Subtenant commences such cure within such ten (10) business day period and thereafter diligently pursues such cure to completion within ten (10) additional business days.

C. Subtenant abandons the Premises without payment of Rent.

D Subtenant makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises or all or substantially all of Subtenant's assets is appointed,

E. Subtenant files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Subtenant, and the same is not discharged by Subtenant within thirty (30) days.

F There is a transfer of the Premises or the Sublease by Subtenant without the prior written consent of Sublandlord or Master Landlord.

G. Subtenant by its act or omission to act causes a default under the Master Lease, and such default, if curable, is not cured within the time, if any, and permitted for cure under the Master Lease.

22. REMEDIES. Upon the occurrence of an Event of Default, Sublandlord, at its option, without further notice or demand to Subtenant, shall have in addition to all other rights and remedies provided in this Sublease, at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

A. Terminate this Sublease, in which event Subtenant shall immediately surrender the Premises to Sublandlord, and if Subtenant fails to do so, Sublandlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Subtenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Sublandlord may recover from Subtenant the following:

i. The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

ii. The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Subtenant proves could have been reasonably avoided; plus

iii. The worth at the time of award of the amount by which the unpaid rent for the balance of the Sublease Term after the time of award exceeds the amount of such rental loss that Subtenant proves could have been reasonably avoided; plus

iv. Any other amount reasonably necessary to compensate Sublandlord for all the detriment proximately caused by Subtenant's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new subtenant, whether for the same or a different use, and any special concessions made to obtain a new subtenant; and

v. At Sublandlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used in this Section 7 shall be deemed to be and to mean all sums of every nature required to be paid by Subtenant pursuant to the terms of this Sublease, whether to Sublandlord or to others, including, without limitation, late charges and interest. As used in Sections 22.A.i, and 22.A.ii above, the "worth at the time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum, but in no case greater than the maximum amount of such interest permitted by



applicable law. As used in Section 22.A.iii above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

B. Sublandlord shall have the remedy described in California Civil Code Section 1951.4 (sublessor may continue the sublease in effect after sublessee's breach and abandonment and recover rent as it becomes due, if sublessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Sublandlord does not elect to terminate this Sublease on account of any default by Subtenant, Sublandlord may, from time to time, without terminating this Sublease, enforce all of its rights and remedies under this Sublease, including the right to recover all rent as it becomes due.

23. **COMMUNICATIONS.** All notices, demands, requests, consents, approvals, agreements, or other communications ("Communications") that may or are required to be given by either party to the other shall be in writing and shall be (i) personally delivered, (ii) mailed by registered or certified U.S. mail, postage prepaid with return receipt requested, (iii) delivered by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, or (iv) delivered by e-mail (including PDF transmission), addressed as follows: (a) if to Subtenant, addressed to Subtenant and Subtenant's Address or at such other place as Subtenant may from time to time designate by notice to Sublandlord or (b) if to Sublandlord, addressed to Sublandlord at Sublandlord's Address or at such other place as Sublandlord may from time to time designate by notice to Subtenant. Any notice given by U.S. mail or overnight courier shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Notices delivered by e-mail transmission shall be deemed given upon being sent provided such e-mail is sent on a business day on or before 5:00 PM (Pacific time); otherwise, an e-mail transmission shall be deemed given the following business day. If Subtenant fails to advise Sublandlord of an address and person upon which Sublandlord can perfect valid service to Subtenant, the Subtenant hereby appoints the person in charge of or occupying the Premises at the time as its agent to receive the service of all dispossessory or distraint proceedings and Notices thereunder, and if no person shall be in charge of or occupying the same, this such service may be made by attaching the same to the main entrance of the Premises.

24. **PROVISIONS REGARDING SUBLEASE.** This Sublease and all the rights of parties under it are subject and subordinate to the Master Lease. In addition to the obligations of Subtenant under the terms of this Sublease, Subtenant shall also have and perform for the benefit of Sublandlord all obligations of the "Lessee" as are set forth in the Master Lease, which are hereby incorporated into this Sublease as though set forth herein in full, substituting "Subtenant" wherever the term "Lessee" appears and "Sublandlord" wherever the term "Lessor" appears; provided, however, Subtenant's obligations under the Master Lease shall be limited to the duration of the Sublease Term. Any non-liability, release, waiver, indemnity or hold harmless provision in the Master Lease for the benefit of Master Landlord that is incorporated herein by reference shall be deemed to inure to the benefit of Sublandlord, Master Landlord, and any other person intended to be benefited by said provision. Any right of Master Landlord under the Master Lease of access or inspection and any right of Master Landlord under the Master Lease in respect of rules and regulations, which is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Master Landlord, and any other person intended to be benefited by said provision. Unless caused by Sublandlord's failure to perform its obligations under this Sublease or the Master Lease, Sublandlord shall not be responsible for any failure or interruption, for any reason whatsoever, of the services or facilities that may be appurtenant to or supplied at the Building or Premises by the Master Landlord or otherwise, including, without limitation, heat air conditioning, water, electricity, and cleaning service, if any; and no failure to furnish, or interruption of, any such services or facilities shall give rise to any liability on the part of Sublandlord. Nothing in this paragraph shall be deemed to require Sublandlord to commence any legal proceeding against the Master Landlord to enforce the terms of the Master Lease. The time limits contained in the Master Lease for the giving of notices, making of demands or performing

of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have 2 days less time to observe or perform hereunder than Sublandlord has as the tenant under the Master Lease. If Subtenant shall be in default in the keeping, observance or performance of any covenant or agreement contained in this Sublease on the part of Subtenant to be kept, observed or performed, Sublandlord (without and obligation to do so, and without thereby waiving such default) may perform the same for the account and at the reasonable expense of Subtenant.

25. **MASTER LANDLORD SERVICES.** Sublandlord shall cooperate with Subtenant to cause Master Landlord to provide the services required to be provided by Master Landlord under the Master Lease provided, however, Sublandlord shall have no obligation to perform for the benefit of Subtenant any of the obligations of Master Landlord under the Master Lease. Subtenant shall pay Master Landlord's charge for those services promptly after having been billed by Master Landlord or by Sublandlord. If at any time a charge for the additional services is attributable to the use of the services both by Sublandlord and by Subtenant, the cost shall be equitably divided between them.

26. **COOPERATION; NOTICES UNDER MASTER LEASE.** So long as Subtenant is performing all of Subtenant's obligations as provided in this Sublease, Sublandlord shall not cause any default by Sublandlord under the Master Lease beyond any applicable notice and cure period that will result in the Master Lease being terminated or the Premises being surrendered prior to the expiration of the Sublease Term. In the event Subtenant makes a request that Subtenant is entitled to make under this Sublease, which request requires the approval of Master Landlord, Sublandlord shall use commercially reasonable efforts to obtain such approval (but Sublandlord shall not be required to incur any cost or expense in order to do so). Notwithstanding anything to the contrary herein, Sublandlord shall have the right in its sole discretion to terminate the Master Lease pursuant to the terms thereof. If Sublandlord fails to pay promptly any sums due under the Master Lease, Subtenant shall, at its option, following five (5) business days' prior written notice to Sublandlord, make payment of such sums to Master Landlord and, to the extent accepted by Master Landlord, may offset such sums against Rent until reimbursed, together with interest at the rate of five percent (5%) per annum from the date of Subtenant's payment to Master Landlord until reimbursed. Sublandlord and Subtenant agree to provide the other with a copy of any written notices received by such party from Master Landlord regarding the Premises, the Building, the Master Lease or this Sublease within five (5) business days of receipt of the same. Except in connection with an emergency condition or with Sublandlord's prior written consent, Subtenant agrees not to communicate directly with Master Landlord in connection with this Sublease or Subtenant's occupancy, all such communications to be directed through Sublandlord.

27. **REPRESENTATION OF AUTHORITY BY SUBTENANT.** Subtenant represents and warrants that it has the power and authority to enter into this Sublease. Subtenant represents and warrants that, by doing so, or by performing under this Sublease, Subtenant is not in conflict with any of its legal obligations, or in violation of any agreement with any third party, including, but not limited to, any agreement related to Subtenant's ability to compete against former or current business associates or partners such as Rancho Physical Therapy. Subtenant is not under any obligation that may restrict its ability to enter into and fully perform under this Sublease. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold Sublandlord harmless from and against all losses, costs, damages, expenses and liabilities, including, without limitation, reasonable attorneys' fees, which Sublandlord may incur or pay out by reason of any claim, action, lawsuit or proceeding initiated or threatened by a third party, claiming that Subtenant's entry into, or performance under this Sublease is a violation of Subtenant's legal obligations.

28. **TERMINATION.** In the event of a termination of the Master Lease other than by reason of a default by Subtenant under this Sublease or any provision of the Master Lease for which Subtenant is

obligated to perform hereunder, this Sublease shall terminate and the parties shall be relieved of any further liability or obligation under this Sublease, except as to provisions hereof that expressly survive termination.

29. **SUCCESSORS AND ASSIGNS.** This Sublease and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Sublease nor any of the rights, interest, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all the other parties.

30. **GOVERNING LAW.** This Sublease shall be governed by, and construed in accordance with, the laws of the State of California, without reference to the conflict of laws principles thereof.

31. **COUNTERPARTS.** This Sublease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

32. **HEADINGS.** The headings contained in this Sublease are inserted for convenience only and shall not constitute a part hereof.

33. **ENTIRE AGREEMENT; MODIFICATION.** This Sublease, including the exhibits hereto and other documents referred to herein which form a part hereof, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings between the parties with respect to such subject matter, including, by way of illustration and not by limitation, any term sheet agreed to by the parties hereto prior to the date hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. This Sublease may be amended, modified, and supplemented only by written agreement signed by Sublandlord and Subtenant.

34. **SEVERABILITY.** If any provision of this Sublease is held to be invalid or unenforceable, it shall, to the extent possible, be modified so as to carry out the intent of the parties to the extent possible, and the validity, legality and enforceability of the remaining provisions of this Sublease shall not in any way be affected or impaired thereby.

35. **PREVAILING PARTY.** In any action or proceeding to enforce the terms of this Sublease, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including its reasonable attorneys' fees.

36. **LIMITATION OF LIABILITY.** In no event shall Sublandlord or its stockholders, principals, officers, directors, employees, lenders, or agents be liable to Subtenant for any lost profit, damage to or loss of business, or any form of special, indirect or consequential damages in connection with this Sublease. In no event shall Subtenant or its shareholders, managers, principals, officers, directors, employees, lenders, or agents be liable to Sublandlord for any lost profit, damage to or loss of business, or any form of special, indirect or consequential damages in connection with this Sublease.

37. **SECURITY.** Sublandlord shall have no responsibility to provide any type of security services to the Premises or the Building. Sublandlord shall have no responsibility for or with respect to the amount and type of security services, if any, provided to the Premises or the Building. Sublandlord shall not be liable to Subtenant, and Subtenant hereby and expressly assumes all risk of loss in connection with, and waives any claim against Sublandlord for: (i) any unauthorized or criminal entry of third parties into the Premises or the Building, (ii) any damage or injury to property or persons, (iii) any theft or loss of or damage to any property in or about the Premises or the Building from any unauthorized or criminal acts

of third parties, regardless of any action, inaction, failure, breakdown or insufficiency of security, and (iv) the provision of security services (or lack thereof).

38. **SUBLEASE SUBORDINATE TO MASTER LEASE.** Notwithstanding any of the provisions of this Sublease to the contrary, this sublease shall terminate in the event that the Master Lease terminates for any reason prior to the expiration or earlier termination of this lease. Except as provided herein, the provisions of the Master Lease are hereby incorporated by reference with the same force and effect as if set forth in length herein and shall apply to the Premises and to the Master Premises to the extent the same are applicable, except as modified, amended or otherwise provided in this Sublease and, with respect to the Premises, Subtenant shall observe and perform, for the benefit of Sub landlord, all of the terms, covenants and provisions of the Master Lease. The parties have executed this Sublease the day and year first above written.

**SUBLANDLORD:**

ITENNIS, INC., a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUBTENANT:**

Forte Physical Therapy, Inc., a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MASTER LANDLORD CONSENT**

The effectiveness of this Sublease is expressly conditioned upon Master Landlord's consent to the same. Master Landlord joins in the execution of this Sublease solely to evidence its consent to the Sublease in accordance with Section 24 of the Master Lease.

City of South Pasadena, California  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
MASTER LEASE

SEE ATTACHED

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**ATTACHMENT 2**

Lease Agreement between City of South Pasadena and  
iTennis, Inc.

## LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 21<sup>ST</sup> day of December, 2011, by and between CITY OF SOUTH PASADENA, a municipal corporation ("Owner"), and I-TENNIS, INC. ("Operator").

1. LEASED PREMISES. Owner hereby leases to Operator and Operator hereby leases from Owner, for the term and upon the terms and conditions set forth in this Agreement, the following (collectively, "Premises"):

1.1 Real Property. That parcel of land commonly known as Arroyo Seco Racquet Club ("Racquet Club"), in the City of South Pasadena, State of California and described with more specificity in Exhibit "A," which is attached to this Agreement and made a part of this Agreement for all purposes, together with all buildings, fixtures and other improvements located on said land and all easements, covenants and other appurtenant rights (the "Real Property").

### 2. USE OF LEASED PREMISES.

2.1 Use. Operator shall use the Premises for the operation of a tennis and racquet facility and other activities customarily associated with or incidental to the operation of a tennis and racquet facility, including without limitation, tennis lessons, court rental, pro shop, gym, fitness classes, Pilates, yoga, spinning, racquetball, table tennis, badminton, hosting of events and meetings, birthday parties, sale or rental of related merchandise, and restaurant services. Any events or activities other than the aforementioned or that have a direct correlation to said activities; require prior approval by the Community Services Director. Operator shall not use the Premises for any unlawful purpose and shall comply with all valid laws, rules and regulations applicable to the Premises or the businesses conducted on the Premises.

2.2 Operator's Right to Control Business Operations. Operator shall have the exclusive right and authority to operate and manage the Premises as Operator deems appropriate. Without limiting the foregoing, Operator shall have the right to:

- (a) Implement all policies and procedures and to perform any act deemed necessary or desirable for the operation and management of the Premises;
  - (b) determine all lesson or clinic fees, court rentals, membership fees, initiation fees (if any), membership dues (if any) and all other charges associated with the operation of the Premises;
  - (c) Determine all personnel requirements, recruitment schedules and compensation levels and shall employ, train, promote, discharge and supervise all personnel performing services in and about the Premises;
  - (d) Purchase and/or lease all furnishings, equipment, and operating supplies which Operator deems necessary or desirable for the operation of the Premises;
  - (e) Establish accounting, cash collection and payroll procedures at the Premises;
- and



(f) Establish advertising, sales and promotion plans with respect to the Premises.

(g) Notwithstanding the above, Owner shall have the right to enter and inspect the property at any time the facility is open.

(h) Owner's representative is the Director of Community Services who is authorized, on behalf of the Owner, to administer this Lease and monitor Operator's compliance with the terms hereof. Unless otherwise notified by Owner through its City Manager, Operator shall deal exclusively by and through the Director of Community Services or his or her designee and shall have the right to rely upon decisions rendered by the Director of Community Services who shall be deemed to be the Owner's authorized representative. Operator shall meet with Owner Representative at the request of the Owner. Operator shall consider in good faith the requests and recommendations of the Director of Community Services to increase play and revenue or to enhance maintenance and operation of the tennis and racquet facility.

(i) Since the tennis and racquet facility belongs to the City of South Pasadena, it is expected that the Operator will contribute to the betterment of the quality of life for the residents by utilizing local vendors, supporting junior tennis programs and hosting City charitable events whenever possible.

(j) Owner shall have the right to review owner's marketing materials and have the right to comment upon and make suggestions for improvement to such materials or to Operator's operations as a whole. Operator shall consider all of Owner's suggestions and comments but shall not be obligated to implement the same.

### 3. TERM.

3.1 Initial Term. The initial term of this Agreement shall be for ten (10) years, beginning on January 1, 2012 (the "Commencement Date"), and ending ten (10) years thereafter (the "Initial Term") and ending on December 31, 2021.

3.2 Option to Extend by Operator. Operator shall have the right and option to extend the term of this Agreement at the end of the Initial Term, under all of the terms, covenants and conditions contained in this Agreement, for one (1) ten (10) year option period (the "Option Period"). The right to exercise this option is dependent upon Operator not being in material default under this Agreement (after the expiration of any applicable cure periods) on the date the Option Period is to commence. Operator must give Owner written notice of its intention to exercise such option not less than one hundred eighty (180) days prior to the end of the Initial Term.

3.3 Surrender upon Agreement Expiration. Upon the expiration or earlier termination of this Agreement, Operator shall return the Real Property to Owner in its then existing condition. Operator shall be liable to the owner for any damage to the facilities or deferred maintenance due to the negligence of the Operator or breach of its duty to maintain the facilities.

3.4 Disposition of Materials, Equipment, Tools and Supplies At the termination of this Agreement, Operator shall give Owner the first right to purchase the materials, equipment, tools and supplies used by Operator in the operations and maintenance of the Leased Premises at a price to be agreed upon between Owner and Operator. If Owner and Operator are unable to agree upon such price, then the price shall be the then value of such materials, equipment, tools and supplies as determined by a qualified appraiser selected by Owner and Operator. In the event an agreement cannot be reached as to selection of an appraiser, Owner and Operator shall each select an appraiser, and the two (2) chosen shall select a third. The agreed upon opinion of two (2) of the three (3) appraisers shall be the price to be paid by Owner. The costs and expenses of any appraisers shall be divided equally between Operator and Owner.

3.5 Capital Improvement Funds Recovery If the Agreement is not extended for a second term and/or not renegotiated, the Operator shall be entitled to recover any owner approved Capital Improvement funds invested which have not been recovered through Rent Credit at the time of Termination.

4. LEASE YEAR DEFINED. The term "Lease Year" means each one year period beginning on the Commencement Date and on each anniversary of the Commencement Date during the term of the Agreement.

5. RENT.

5.1 Rental Rate (Initial Term). In consideration of Owner executing this Agreement and granting the rights provided in this Agreement, Operator shall pay in advance to Owner at the address listed for Owner in Section 29.5 of this Agreement (i) the sum of \$7,000 per month for the initial term of the lease, less any agreed upon rent credits (ii) during the "Rent Credit Term" of the first sixty (60) months of the initial term, after deduction of rent credits, the minimum rent shall not be less than \$3,260.00 (iii) during the remainder of the initial term, the next sixty (60) months, rent shall return to \$7,000.00 a month.

5.2 Rental Rate (Option Term). Commencing on the first day of the Option Term (eleventh anniversary of the Commencement Date) the monthly rent shall increase by the percentage change in the Consumer Price Index, All Items, for All Urban Consumers in the Los Angeles-Anaheim-Riverside Area, promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI") over the same CPI for the same month of the sixth year of the Initial Term, to the commencement of the Option Term. For the remainder of the Option Term, annually on the anniversary of the Commencement Date, the monthly rent shall be subject to automatic adjustments in proportion to the percentage change in the Consumer Price Index (CPI), from the preceding year. . In no event shall the annual adjustment to the Base Rent exceed 5 percent (5%) or be less than three percent (3%) in any adjustment period, with the exception of the adjustment for the first year of the Option Term. The automatic adjustments shall be calculated by means of the following formula:

$$A = B \times (C/D)$$

A = Adjusted Rent

B = Base Rent

C = Monthly index for the third month prior to January 1<sup>st</sup> of each year in which each rental rate adjustment is to become effective.

D = Monthly index for the month of the Effective Date of this Lease.

In the event that the CPI is not issued or published, for the period for which such annual minimum rent is to be adjusted and computed hereunder, or in the event that the Bureau of Labor Statistics of the United States Department of Labor should cease to publish said index figures, then any similar index published by any other branch or department of the United States Government, shall be used; and if none is so published, then another index generally recognized and authoritative shall be agreed upon by Lessor and Tenant.

The total annual rent paid however, shall be modified to the extent that agreed upon Rent Credits, from qualified payments attributed to approved capital improvements are deducted from the Rent.

5.3 Rent Due. Rent is due the first of each month and payable within ten (10) days. A late fee of \$100.00 will be assessed and an invoice sent by the Owner if received after the tenth (10) business day.

Lease Year of Term	Rent
(a) Lease Years 1 – 5 (Commencement Date to December 31, 2016 )	The Rent Credit Term of sixty (60) months, the rent shall be \$7,000 less any agreed upon rent credits, however the rent shall not be less than a minimum rent of \$3,260.00 a month
(b) Lease Year 6-10 (January 1, 2017 – December 31, 2021)	The next sixty (60) months, rent shall return to \$7,000.00 a month

(c) Option Period – Lease Years 11-20 (January 1, 2022 to December 31, 2031)	The rent payment for the optional second ten (10) year or one hundred and twenty (120) month term is \$7,000.00 plus the increase in the CPI from the commencement of the 6 <sup>th</sup> year of the initial term to the commencement of the option term and an annual CPI increase for each year thereafter.
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The Minimum Rent shall be paid in equal monthly installments, on the first day of each calendar month during the term of this Agreement.

5.4 Rent Credits. As a method to allow Operator to recoup the investment required to pay for capital improvements necessary to renovate and refurbish the property a Rent Credit will be allowed against the Minimum Monthly Rent.

- a. Calculation of Rent Credits. Rent Credit will be determined by the amount or percentage of each project (approved by Owner) budgeted, contracted and paid for Capital Improvements during the first five years of the lease.
- b. Application of Rent Credits. Each month, the Operator may apply the Rent Credits to all rents due except for Three Thousand two hundred sixty two dollars (\$3,260.00) monthly minimum payment.
- c. Deposit of Rent Credits. Rent Credits shall be paid to Owner and Owner shall hold said funds in a special Rent Credit Deposit Account.
- d. Withdrawal of Rent Credits. Owner shall reimburse Operator through the Rent Credit Deposit Account for all Owner approved Capital Improvements (Exhibit "C") after the submission by Operator of satisfactory documentation verifying the capital improvement expenditure..
- e. Reconciliation of Rent Credits. Upon completion of the Capital Improvement projects or at the end of the Rent Credit Term (60 Months) there shall be a reconciliation of the rent credits given and the actual expenditures for the Capital Improvements. If the rent credits provide for in this Agreement vary from the actual cost of the Capital Improvements, the rent for the remainder of the Rent Credit Term shall be adjusted to reconcile the aforementioned variance. If at the time of the reconciliation the Rent Credit Term has expired, the rent for the remainder of the initial term of the lease shall be adjusted to reconcile the actual expenditure for the Capital Improvements.

- f. Overage. Notwithstanding the aforementioned provisions for rent credit reconciliation, Operator shall not receive any adjustment in rent for actual expenditures that exceeds by (10 %) the estimates set forth in Exhibit C attached hereto, unless Operator has received approval from Owner for said overage, prior to the expenditure.

6. MAINTENANCE AND EXAMINATION OF RECORDS.

Operator shall maintain, at its principal offices, its financial records pertaining to Capital Improvement (Section 12 herein) expenditures relating to the Premises during a period of four (4) years after the conclusion of any Lease Year. Further, all financial records pertaining to Capital Improvement expenditures at the Premises shall, upon at least three (3) business days' prior written request from Owner to Operator, be open and available to Owner or Owner's representative for an examination at all reasonable times during business hours. Owner shall be entitled at any time within two (2) years after the conclusion of a Lease Year; to question the sufficiency Capital Improvement expenditures as they relate to agreed upon rent credits or the accuracy of the report furnished by Operator.

7. AUDIT. The Owner reserves the right to designate its own employee representative(s) or its contracted representatives who shall have the right to audit the Facility Operator's accounting procedures and internal controls of the Operator's financial systems and to examine any cost, payment, claim, other records or supporting documentation resulting from any items right to a rent credit or offset arising under this Agreement. Any such audit(s) shall be undertaken by Owner or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Operator agrees to fully cooperate with such audit(s).

7.1. The right to audit shall extend during the length of this Agreement and for a period of four (4) years, or longer if required by law, following the date of final payment under the Agreement. Operator agrees to retain all necessary records/documentation for the entire length of this audit period.

7.2 Operator shall, each year, inventory all Capital Improvements. Ownership of all Capital Improvements shall become property of the Owner at Termination of the Lease. However, furnishings and operating equipment shall remain property of the Operator. (Exhibit B)

7.3 The Operator will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Operator's invoices and/or records shall be made within thirty (30) days from presentation of Owner's findings to Operator. Operator can choose to pay Owner for any such exceptions or choose to refer the matter to an agreed upon neutral third party. In the event the neutral third party agrees with Owner, interest will be computed from the date of written notification of exception(s) to the date Operator reimburses the Owner for any exception(s), accruing monthly, at the maximum legal rate. If an audit inspection or examination in accordance with this section, discloses overcharges (of any nature) by the Operator to the Owner, as determined by a neutral third party, in excess of five percent (5%) of the value of that portion

of the contract that was audited, the actual cost of the Owner's audit shall be reimbursed to the Owner by the Operator.

## 8. TAXES

8.1 Real Property Taxes. Operator shall pay directly to the appropriate taxing authorities, prior to delinquency (except in the case of contests of real estate taxes made in good faith), the actual Real Property Taxes (as defined below) assessed against the Premises which are attributable to the term of this Agreement. If any real estate taxes are assessed against the Premises which do not constitute Real Property Taxes required to be paid by Operator pursuant to the preceding sentence, then Owner shall pay such real estate taxes to Operator within thirty (30) days after notice from Operator, provided, however, Owner shall not be required to make such payment more than thirty (30) days before such real estate taxes are due and payable. If Owner fails to timely contribute its portion of real estate taxes on a timely basis, then at Operator's option, Operator may pay the full amount of real estate taxes assessed against the Premises, and thereafter Operator shall receive a credit against the Minimum Rent next payable under this Agreement equal to the portion of real estate taxes advanced by Operator on Owner's behalf. In the event Operator in good faith contests the amount of real property taxes assessed against the Premises, then, upon the final determination of the real property tax liability, Operator and Owner shall promptly pay their respective portion of the amount of real estate taxes owed.

8.2 Definition of Real Property Taxes. The term "Real Property Taxes" as used herein means any fee, license fee, commercial rental tax, assessment, penalty or tax imposed by any taxing authority against the Premises. However, the term "Real Property Taxes" does not include any special assessment imposed against the Premises for improvements made in connection with any adjacent property owned by Owner or any affiliate of Owner, any tax imposed upon this transaction or based upon a reassessment of the Premises due to a change of ownership or other transfer of all or part of Owner's interest in the Premises or (if applicable) Owner's federal or state income, franchise, inheritance or estate taxes, all of which shall be paid by Owner.

8.3 Other Taxes. Operator shall pay all taxes, license fees or other governmental charges assessed or imposed on the Personal Property owned by Operator located on the Premises or upon the business operations of Operator conducted on the Premises, but Operator's responsibility pursuant to this Section shall not include any extraordinary charges or one time assessments.

9. UTILITIES. Operator shall pay, before delinquency, all charges for utilities, including water, electricity, gas, heating, cooling and telephone, used by Operator in Operator's operation of the Premises.

10. CONCESSIONS. Operator will be permitted to exclusively operator concession facilities in the Racquet Center for all events.

11. PRORATION OF INCOME AND EXPENSES. As of the expiration, or earlier termination of this Agreement, Owner and Operator shall prorate the following items:

(a) Payment by Operator to Owner for all items of income relating to the operation of the Premises including, without limitation, membership dues, advance fee (frequency) cards, deposits for tournaments, deposits for other functions, deposits for meetings, gift certificates issued by Operator for merchandise in the pro shop which remain redeemable, and rain checks issued by Operator which remain redeemable.

(b) Payment by Owner to Operator of all outstanding Rent Credits. However, if Termination occurs due to cause or uncured default Operator shall not be entitled to such payment.

12. CAPITAL IMPROVEMENTS. It is recognized by Owner and Operator that the facility has a substantial amount of deferred maintenance. Also, that the Operator is required to fund, construct and implement the Capital Improvements necessary to bring the facility up to the quality desired by the Owner (Exhibit C). It is anticipated that during the first five (5) years of operations additional revisions or changes may be made to the desired Capital Improvements.. Only such Capital Improvements, which are included in Exhibit C, or other Capital Improvements agreed upon by Owner and Operator in writing and amended to Exhibit C, are available for application to the Rent Credits in 5.4.

12.1 Capital Improvements Generally. In addition to the "Required Improvement Areas, during the term of this Agreement, Operator shall have the right, subject to Owner approval, to construct such alterations, additions and improvements ("Improvements") as Operator shall deem necessary and appropriate. Operator shall submit plans, for approval, for any such improvements of a cost of greater than \$25,000 or if structural changes are required to the facility and at the expense of operator with no expectation of reimbursement. Owner shall have sixty (60) days, after Operator's submittal of plans, to begin process of approval. If Owner does not notify Operator of commencement of an approval process, within the sixty (60) days, Owner shall have been deemed to give consent to the submitted Improvement plans.

12.2 Ownership of Improvements; No Liens. During the Agreement term, all Improvements shall be the property of Operator. All Improvements shall become the property of Owner upon the expiration or sooner termination of this Agreement unless otherwise agreed by Owner in writing. Operator shall not have the right to create or permit the creation of any lien attaching to Owner's interest in the Premises as a result of any construction of any Improvements.

12.3 Prevailing Wage. (California Prevailing Wage Law) Operator 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 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Operator agrees to fully comply with such

Prevailing Wage Laws. Operator shall defend, indemnify and hold the Owner, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.4 Exception to Operator Funding of Capital Improvement(s) In the event the Rim of the Valley Trail is built, Owner agrees to: fund all expense of moving any poles and or fencing from the Lohman Lane side of the facility along the street up to Stoney Dr. to construct the Trail, compensate owner for loss of parking and indemnify Operator from any cost arising from either construction or use of the Trail.

13. MAINTENANCE AND REPAIRS. Except as otherwise provided in this Agreement, Operator shall, at its sole cost and expenses, maintain the tennis and racquet facility, in first class condition with a high standard of cleanliness, and preserve the facility in the same condition as when received on the Commencement Date with subsequent improvements, normal wear and tear excepted. Operator shall perform all repairs necessary to the facility all improvements, fixtures, furniture, furnishings and equipment situated therein or used in connection therewith, in such condition. All repairs and maintenance of a value over \$5,000 must be approved by the Owner prior to Operator starting projects.

13.1 Inspections. Owner shall provide the Racquet Club to Operator in an acceptable condition. Owner, through its duly authorized representatives, may enter upon the Racquet Club property at all reasonable times for the purpose of inspecting and all of said property and the improvements and facilities thereon. After such inspections, the Owner shall give written notice to Operator by mail or personal delivery of the necessary repairs or changes. Operator shall commence the necessary repairs or changes within ten (10) days following receipt of any written notice or such longer time as may be specified herein and completed such undertaking as soon as practicable, provides, however, any items deemed an emergency shall be completed promptly by Operator upon notification. Operator shall have the benefit of any warranties available to the Owner with respect to the Racquet Club or any component thereof.

14 OWNER'S COOPERATION. Owner recognizes and acknowledges that Operator will need the assistance and cooperation of Owner in order to properly perform and fulfill Operator's covenants and obligations under this Agreement. Therefore, Owner agrees it shall execute such documents and do such further acts and things as Operator reasonably requests in order to assist Operator in fulfilling its obligations under this Agreement. Owner further designates the Community Services Director to work with Operator in assuring that Operator obtains the full cooperation and assistance of Owner, subject to the terms of this Agreement and all applicable laws.

15 PERSONNEL. During regular business hours at all times, the Operator must have at least have one (1) full time staff member on site. Operator shall maintain adequate and proper instructors for its concession operations and must closely supervise all employees to ensure a high standard of service. All instructors and employees working at the Racquet Center must be live scan fingerprinted and cleared through Department of Justice background check prior to commencing employment. The Operator shall be responsible for all reports and obligations



with respect to such personnel. Including but not limited to social security taxes, income tax withholding, unemployment insurance, and workers compensation insurance.

16 OPERATIONS. Operator at its own cost and expense shall operate and manage the tennis and racquet club in a professional manner, generally including memberships, court rentals, tennis instruction, tennis leagues, tournaments, players' lounge, pro shop and beverage operation and Racquet Center marketing program. Operator shall provide the following minimum services:

- A) Provide overall program and facility oversight and operation.
- B) Provide services that are affordable to the community.
- C) Enforce all City rules and regulations
- D) Regulate play and conduct of players and spectators
- E) Supervise Racquet Club, preserve order and provide for security of the Club, and prevent damage to the Center by players and others.
- F) Inspect and provide general maintenance and upkeep of the Racquet Club (which includes the building, grounds and the courts).
- G) Develop and implement outreach and marketing, through promotional events and advertising effort.
- H) Host at least two city events a year and provide support for community fundraising events for outreach at the request of Owner.
- I) Operate, manage and supervise the pro shop which includes, but is not limited to, tennis racquet repair, maintaining selling and renting a stock of merchandise, supplies and equipment to meet customers demand and suitable for use at the facility.
- J) Provide for the use of the players' lounge/patio, including potential food service or catering as permitted by the County of Los Angeles Health Department.
- K) Operate recreational and competitive tennis programs such as singles and doubles nights, recreation and competitive programs, gender or age specific tennis activities, instructional clinics, special events, and academics. The Operator will also be responsible for recruitment of instructors, marketing of classes, administration of classes and scheduling of recreation classes and lessons at the Racquet Club.
- L) Focus on service delivery to residents of South Pasadena especially low income families.
- M) Demonstrate administrative capabilities and experience to support the programs offered and provides data collection, tracking, ongoing evaluation and reporting.
- N) Provide a high quality of cleanliness for the racquet facility at all times, which includes the Club grounds, restrooms, patio, lounge, pro shop, furnishing and fixtures, offices and etc.
- O) Subject to Owner approval, obtain user satisfaction surveys or evaluations by Racquet Center customers, to develop information for the Parties' use in tailoring the facility and operations to increase customer satisfaction.

- P) Provide written reports to the Parks and Recreation Commission, upon request from the Community Services Director, keeping the Commission apprised of operations, including, but not limited to, classes, participant and membership numbers, capital items, events, complaints and programs. The written report must be submitted within 30 days of request to the Community Services Director.

16.1 Marketing. Operator shall have the responsibility to promote, publicize and market the Racquet Club so as to attract events to optimize public awareness and attendance at the Racquet Club. The Racquet Club will service both City and County residents, and the marketing shall be directed at both. Operator shall bear all marketing and promotional expenses.

## 17 INSURANCE.

17.1 Insurance Coverage. Operator shall maintain, at Operator's sole cost and expense, the following types of insurance coverage relating to the Premises and Operator's operations of the Premises at all times throughout the term of this Agreement:

17.1.1 Liability Insurance. A policy or policies of comprehensive general liability insurance, with coverage of not less than one million dollars (\$1,000,000) each occurrence, with an aggregate of two million dollars (\$2,000,000) for bodily injury and property damage. Owner shall be named as an additional named insured on such policy.

17.1.2 Worker's Compensation. A policy or policies of worker's compensation insurance in compliance with applicable California law.

17.1.3 Casualty Insurance. A standard form policy or policies of fire and extended coverage casualty insurance on the Premises, including the clubhouse and related buildings with coverage limits not less than the full replacement cost of the Premises. Operator shall also maintain insurance coverage on, or otherwise assume financial liability for, the Personal Property and the furnishings and equipment owned by Operator.

17.2 General Provisions. In fulfilling its obligations for the acquisition of insurance coverage under Section 17.1 above, Operator, with written consent of Owner, shall have the right to self-insure up to commercially reasonable amounts using its good faith business judgment. Operator shall make diligent efforts to assure that the policies of insurance to be maintained by it shall not be subject to cancellation except upon at least ten (10) days' written notice to Owner. At Owner's request, Operator shall submit to Owner a certificate of coverage and proof of payment of premiums. Any insurance required to be carried under this Agreement may be included as part of any blanket or other policy or policies of insurance, subject to the provisions of this Agreement.

## 18 DAMAGE AND RESTORATION.

18.1 Total Destruction. If the buildings or other improvements on the Premises, or the Personal Property leased under this Agreement, should be totally destroyed (i.e., damage

in excess of partial destruction as defined in Section 18.2) by fire or other casualty or a force majeure occurrence, Operator shall have the option, to be exercised in writing within sixty (60) days of such destruction, to either (a) terminate this Agreement in which event the parties shall have no further obligations hereunder, or (b) elect to repair and restore the Premises and thereafter diligently pursue such restoration to completion.

**18.2 Partial Destruction.** If the buildings or other improvements on the Premises or the Personal Property leased under this Agreement should be partially damaged by fire or other casualty or a force majeure event, then Operator shall, subject to the availability of insurance proceeds (it being understood and acknowledged that Operator shall have no obligation to repair or restore any portion of the Premises if insurance proceeds are not available to fully restore the same), restore the buildings, improvements and Personal Property in a good and workmanlike manner to a condition as good as or better than the condition in which the buildings, improvements and Personal Property existed prior to their damage or destruction. For purposes of this Agreement, the term "partially damaged" means (a) damage to the extent of one third or less of the value of the buildings, improvements and Personal Property at the Premises or (b) damage to the extent that no more than half of the tennis courts at the Premises are rendered unplayable. If the insurance proceeds made available to Operator are not sufficient to fully restore the Premises, then Operator may terminate this Agreement upon written notice to Owner in which event the parties shall have no further liability hereunder. In addition, notwithstanding anything in this Section 18.2 to the contrary, if, as a result of the partial destruction of the Premises, Operator is unable to make full and productive economic use of the Premises and, in Operator's reasonable determination, the full and complete restoration of the Premises will take in excess of one hundred eighty (180) days, then Operator may, upon written notice to Owner within sixty (60) days after the partial destruction occurs, terminate this Agreement, in which event the parties shall have no further obligations hereunder.

**18.3 Damage during the Last Two Years of the Agreement Term.** Notwithstanding the provisions of Section 18.2 to the contrary, if during the last two years of the term of this Agreement, the buildings or other improvements on the Premises, or the Personal Property leased under this Agreement is damaged to the extent of ten percent (10%) of the value of the buildings, improvements and Personal Property at the Premises or more, then Operator shall have the option, to be exercised within thirty (30) days of such damage or destruction, to either (a) terminate this Agreement in which event the parties shall have no further obligations hereunder or (b) elect to repair and restore the Premises in accordance with the provisions of Section 18.2 above.

**19 RENTAL ABATEMENT AND TERM EXTENSION.** If Operator is unable to make full and productive economic use of the Premises during repair, reconstruction or replacement as provided for in this Section, Operator's rental obligations under Article 5 shall be abated until such time as Operator is again fully able to do so.

**20 APPLICATION OF INSURANCE PROCEEDS UPON TERMINATION.** If, after the partial or total destruction of the Premises, this Agreement is terminated pursuant to the provisions of this Article 18, then all insurance proceeds made available on account of such destruction shall first be paid to Operator to reimburse Operator for the value of any and all improvements made to the Premises by Operator prior to such destruction until such time as

Operator has received full reimbursement for all such improvements, less any rent credits received, and for the value of any personal property at the Premises owned by Operator; second, to Owner until such time as Owner has received full reimbursement for the value of the improvements at the Premises which existed as of the first day of the Initial Term and the balance, if any, shall be paid to Operator.

## 21 EMINENT DOMAIN.

21.1 Total Taking. If at any time during the term of the Agreement, use of all or a material portion of the Premises shall be taken by condemnation or by right of eminent domain, then this Agreement shall terminate on the date of such taking and all rental payments already made shall be apportioned as of the date of the taking. For purposes of this Article, a "material portion" shall be deemed to have been taken if the remaining portion cannot economically be used by Operator, in Operator's reasonable judgment, in the manner in which the Premises were used prior to such taking.

21.2 Partial Taking. In the event that use of less than all or a material portion of the Premises is taken by condemnation or by right of eminent domain, then this Agreement shall not terminate, but the Minimum Rent due during the remainder of the Agreement term shall be reduced as of the date of such partial taking in a proportion to the reduction in the Gross Revenues of the Premises attributable to such partial taking.

21.3 Condemnation Award. If there is a taking by right of eminent domain, the award shall belong to and be paid to Owner, except that Operator shall receive from the award the following: (a) a sum attributable to the value of Operator's leasehold estate, including improvements, and (b) a sum attributable to Operator's loss of good will.

## 22. REPRESENTATIONS, WARRANTIES AND COVENANTS.

22.1 Power and Authority. Owner hereby represents and warrants that it has the requisite right, power, legal capacity and authority to enter into this Agreement and to fully perform each and all of its obligations under this Agreement. Operator hereby represents and warrants that it has the requisite right, power, legal capacity and authority to enter into this Agreement and to fully perform each and all of its obligations under this Agreement.

22.2 No Conflict. Owner represents and warrants that neither this Agreement nor the consummation of the transactions contemplated by this Agreement will result in a breach of or constitute a default under any other agreement, commitment or obligation to which Owner or the Premises is bound, nor will it violate any law, rule, regulation, restriction, judicial or administrative order, judgment or decree applicable to Owner or the Premises. Operator represents and warrants that neither this Agreement nor the consummation of the transactions contemplated by this Agreement will result in a breach of or constitute a default under any other agreement, commitment or obligation to which Operator is bound, nor will it violate any law, rule, regulation, restriction, judicial or administrative order, judgment or decree applicable to Operator.

22.3 Encumbrances. Owner shall not (a) grant any easements, rights of way, licenses or other similar rights, (b) convey to the public or dedicate to the public all or any

portion of the Premises, or (c) consent to the Premises being included as part of an assessment district, or (d) encumber, lien or mortgage its fee interest in the Premises, in each case without obtaining Operator's prior written consent, which consent shall be granted or withheld in Operator's sole discretion.

23 FRUSTRATION OF PURPOSE. At any time during the term of this Agreement, (i) if the governing body of any political subdivision having competent jurisdiction over the Premises should enact any valid zoning or other ordinance, law or regulation (collectively, "Use Law") which prohibits the use of the whole or a substantial part of the Premises for the purposes as provided in Section 2.1 of this Agreement; (ii) if an event of force majeure (collectively, "Force Majeure Event") occurs, including without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts or omissions of government, labor disputes, shortages of fuel or other materials, accidents, fires, explosions, floods, earthquakes, or other acts of God, which substantially prevents Operator's use of the Premises as provided for in Section 2.1 of this Agreement; or (iii) if Facilities become unavailable or inadequate so as to substantially interfere with Operator's use of the Premises as provided in Section 2.1 of this Agreement, it is agreed that Operator may elect, within one hundred twenty (120) days after the effective date of such Use Law or the occurrence of the Force Majeure Event, or the date Facilities become unavailable or inadequate, to cancel this Agreement and surrender possession of the Premises. Any such cancellation and surrender shall act to release and discharge Operator from any further obligation under this Agreement. In addition, it is agreed that during the period of any Force Majeure Event; during the period that Facilities are unavailable or inadequate; and/or during any period that any defect in the Premises substantially interferes with Operator's use of the Premises as provided in Section 2.1 of this Agreement, Owner and Operator shall be excused from performing their respective obligations under this Agreement whether or not Operator exercises its right to terminate as provided herein.

24 ASSIGNMENT. Except as otherwise provided below, Operator shall not assign this Agreement or sublet all or any part of the Premises without the prior written consent of Owner, which consent shall not be unreasonably withheld or delayed. Operator shall notify Owner of any proposed assignment or subletting at least sixty (60) days prior to the proposed effective date of such assignment or subletting. Owner's consent shall be required for any assignment or sublease of all or any portion of Operator's interest in this Agreement to any corporation, limited liability company, partnership or other entity which controls, is controlled by or is under common control with Operator or any individuals or entity which directly or indirectly owns an interest in Operator ("Operator's Affiliate").

25 BREACH AND REMEDIES. The following conditions will constitute a breach of this Agreement and a default thereunder:

25.1 Conditions of Default.

(a) If Operator fails to pay rent or fulfill any other monetary obligation of Operator to Owner, and Operator fails to cure such monetary default within thirty (30) days after written notice from Owner to Operator of such monetary default.

(b) If either party fails to perform any of its other non-monetary obligations under this Agreement when due or called for, and the party in default fails to cure such non monetary default within sixty (60) days after written notice from the non-defaulting party of such non-monetary default; provided, however, that if the nature of the non-monetary default is of a nature such that it cannot be fully cured within that sixty (60) day period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service of notice by the non defaulting party.

(c) If the Operator fails to complete the required Capital Improvements listed in Exhibit "C" attached hereto within the Rent Credit Term (60 months) or any extension thereof, agreed to writing by the parties.

#### 25.2 Remedies.

(a) If any of the conditions identified in Section 25.1 above should occur and the party in default does not cure the default, the non-defaulting party may elect to terminate this Agreement immediately and seek all remedies as provided under law and equity.

(b) If either party at any time by reason of the other party's default pays any sum or does any act that requires payment of any sum, the sum paid by the non-defaulting party shall be immediately due and owing by the defaulting party to the non-defaulting party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by the non-defaulting party until the non-defaulting party is reimbursed by the defaulting party.

(c) If either Owner or Operator should bring an action in a court of law to enforce any of its rights or remedies under this Agreement, both parties agree that the prevailing party in any such litigation shall be entitled to a recovery of reasonable attorneys' fees and costs incurred by way of such action.

### 26. TERMINATION

26.1 Termination by Owner. This Agreement may be terminated by the Owner upon the occurrence of any of the following events:

- A) Any material breach of the Agreement by Operator which remains uncured for a period of 45 days after written notice from the Owner;
- B) This Agreement may be terminated by the Owner with one (1) year written notice to the Operators;
- C) The destruction of the Racquet Center or any event which renders the Racquet Center unusable;

D) At the Owner's sole discretion upon sending written notice of termination for cause to Operator after the Owner has sent to Operator three or more notices of Operator's material breach within any twelve (12) month period.

26.2 Termination by Operator. This Agreement may be terminated by Operator with one (1) year written notice to Owner.

27. BUSINESS NAME. Operator shall at all times conduct its operations of the Racquet Club exclusively under the name(s) "Arroyo Seco Racquet Club" or "Arroyo Seco Racquet & Fitness Club". Operator shall not rename the facility i-Tennis or any other fictitious business name without prior written consent of the Owner.

28. QUIET ENJOYMENT. Subject only to the terms of this Agreement, so long as Operator complies with its obligations under this Agreement, Owner shall secure to Operator the quiet and peaceful enjoyment of the Premises and the sole and exclusive possession of the Premises without objection or interference from Owner or any party claiming under Owner.

## 29. GENERAL PROVISIONS.

29.1 Entire Agreement. This Agreement contains all of the agreements of the parties with respect to the matters covered by this Agreement, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed by both of the parties.

29.2 Waiver. Waiver by either Owner or Operator of any breach by the other of any covenant, condition or obligation contained in this Agreement or failure by either Owner or Operator to exercise any right of remedy in respect of any such breach shall not constitute a waiver of any such breach or of any subsequent breach of any covenant, condition or obligation, nor bar any right or remedy of Owner or Operator in respect of any such subsequent breach.

29.3 Deleted.

29.4 Brokers. Owner and Operator represent to each other that they are not obligated to any broker or finders in connection with this Agreement, and each party agrees to defend, indemnify and hold the other harmless from any claim, suit or demand made upon the other by any person, firm or corporation for brokerage fees or commissions or other similar compensation with respect to this Agreement arising out of any act or agreement of the indemnifying party.

29.5 Notices and Addresses. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery with receipt acknowledged in writing; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (3) by deposit with an overnight express delivery service with receipt acknowledged in writing. Notice deposited with the United States

Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice also may be given by means of electronic facsimile transmission ("fax") or emails; provided, however, that in order for a fax notice to be deemed effective, the party giving notice by fax shall provide a "hard copy" of the faxed notice thereafter to the other party pursuant to one of the three (3) methods of "hard copy" delivery specified in this Section.

For purposes of notice, demand, request, reply or payment, the address of Owner shall be:

Community Services Director  
City of South Pasadena  
1102 Oxley Street  
South Pasadena, California 91030  
Attention: Sheila Pautsch

The address of Operator shall be:

i-Tennis, Inc  
John Letts  
920 Lohman Lane  
South Pasadena, Ca 91030

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this Article.

29.6 Governing Law; Partial Invalidity. This Agreement and the rights and liabilities of the parties to the Agreement shall be governed by the laws of the State of California. If any term or provision of this Agreement or application of the Agreement to any person or circumstance shall to any extent be invalid or unenforceable, 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 invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

29.7 Leasehold Mortgages. Operator shall have the right, at any time, to subject all or a portion of Operator's leasehold interest under this Agreement to one or more mortgages, deeds of trust or like instruments ("Leasehold Mortgages"), with Owner's consent, which consent shall not be unreasonably withheld or delayed. At Operator's request, Owner shall, at the time Owner gives any notice, demand or other communication to Operator under this Agreement, give a copy of such notice, demand, or other communication to each leasehold mortgagee under a Leasehold Mortgage at any address which has been previously designated by such leasehold mortgagee by written notice to Owner. Owner shall reasonably cooperate with Operator in connection with Operator's efforts to obtain one or more Leasehold Mortgages and shall, among other things, execute such documents as are usual and customary in connection with the granting of a Leasehold Mortgage such as documents allowing the leasehold mortgagee



to cure defaults by Operator and documents defining the relationship between a leasehold mortgagee and Owner after the foreclosure of a Leasehold Mortgage.

29.7 Holding Over. If Operator does not vacate the Premises upon the expiration or earlier termination of the Agreement, Operator's occupancy of the Premises shall be a "month-to-month" tenancy, subject to all the terms of this Agreement applicable to a month-to-month tenancy.

29.8 Estoppel Certificates. Upon Owner's or Operator's written request, the other party shall execute, acknowledge and deliver to the requesting party, a written statement certifying: (a) that none of the terms or provisions of this Agreement have changed (or if they have been changed, stating how they have been changed); (b) that this Agreement has not been cancelled or terminated; (c) the last date of payment of the Minimum Rent and other charges and the time period covered by such payments; and (d) that the other party is not, to the best of the certifying party's knowledge, in default under this Agreement (or, if the other party is claimed to be in default, stating why). Such party shall deliver such statement to the requesting party within ten (10) days after the requesting party's request. Any such statement may be given by the requesting party to any prospective purchaser or encumbrancer of Owner or Operator's interest in this Agreement.

29.9 Captions. Captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

29.10 Exhibits. The Exhibits referred to below and attached to this Agreement are incorporated herein as if set forth in full:

Exhibit "A" - Legal Description of Real Property

Exhibit "B" - Operator Owned Furnishing and Operating Equipment

Exhibit "C" - Required Capital Improvement and Time Line

29.11 Further Assurances. Owner and Operator agree that at any time or from time-to-time after the execution of this Agreement, they shall, upon request of the other, execute and deliver such further documents and do such further acts and things as may be reasonable requested in order to fully effect the purpose of this Agreement.

29.12 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, a partnership or joint ventures between Owner and Operator. It is understood and agreed that neither any provisions contained in this Agreement nor any acts of Owner or Operator shall be deemed to create any relationship between Owner and Operator other than the relationship of landlord and tenant.

29.13 No Interpretation against Draftsman. Owner and Operator hereby agree that no provision of this Agreement shall be construed against either Operator or Owner on the basis that the provision was drafted by such party or such party's counsel.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

Dated: 12/26/11

"OWNER"

CITY OF SOUTH PASADENA, California  
a municipal corporation

By: Michael A. Cacciotti  
Michael A. Cacciotti, Mayor

Dated: 12-15-11

"OPERATOR"

i-TENNIS

By: John Letts  
John Letts, Owner

APPROVED AS TO FORM:

Richard L. Adams II.

Richard L. Adams II., City Attorney

Exhibit A

Description of Real Property

The Racquet Club encompasses all nine (9) tennis courts, building including racquet courts, pro shop, restrooms and office and parking lot to the front of the building. All areas outside of the fenced tennis courts and parking lot remain the responsibility of the City of South Pasadena.



Exhibit B  
Operator Owned Furnishings and Operating Equipment

Inside Furnishings/Equip.	Indoor Furnishings/Equip (cont.)	Software and intangibles
<ol style="list-style-type: none"> <li>1. Two black leather couches</li> <li>2. 3 blue vinyl sofas</li> <li>3. 1 black leather chair</li> <li>4. 1 wooden cocktail table</li> <li>5. 3 wooden cocktail chairs</li> <li>6. 2 circular coffee tables</li> <li>7. 3 large wooden tables</li> <li>8. 2 large screen televisions</li> <li>9. 1 television stand</li> <li>10. 1 portable television</li> <li>11. 2 stand-up picture displays</li> <li>12. 3 stand-up trophy cases</li> <li>13. 3 desks</li> <li>14. 3 file cabinets</li> <li>15. 2 shutters</li> <li>16. 112 eight foot fluorescent lights*</li> <li>17. 142 four foot fluorescent lights*</li> <li>18. All fitness equipment including row machine, exercise bike, elliptical, and versatrainer</li> <li>19. 1 Ball recycling machine</li> <li>20. 1 ping pong table</li> <li>21. 1 portable partition</li> <li>22. 3 portable light fixtures</li> </ol>	<ol style="list-style-type: none"> <li>23. 2 large screen televisions</li> <li>24. 1 portable television</li> <li>25. 2 picture displays</li> <li>26. 3 stand-up trophy cases</li> <li>27. 3 desks</li> <li>28. 2 file cabinets</li> <li>29. 4 computers</li> <li>30. 3 printers</li> <li>31. All computer cables and phone lines</li> <li>32. 3 computer tables</li> <li>33. 2 smoke detectors</li> <li>34. 18 picture frames</li> <li>35. 2 vacuums</li> <li>36. 2 stringing machines</li> <li>37. 3 vending machines</li> <li>38. 3 fans</li> <li>39. 1 ice machine</li> <li>40. 1 refrigerator</li> <li>41. 2 BBQ grills</li> <li>42. 5 merchandise display units</li> <li>43. 3 towel dispensers</li> <li>44. 4 mirrors</li> <li>45. 2 fussball tables</li> <li>46. 1 electric guitar</li> <li>47. 1 drum set</li> <li>48. 1 projector</li> <li>49. 1 kitchen countertop and cabinet</li> </ol>	<ol style="list-style-type: none"> <li>1. POS software</li> <li>2. Financial software</li> <li>3. Websites</li> <li>4. Membership software</li> <li>5. Member-&amp; patron lists and data</li> </ol>
<p><b>Outside Furnishings &amp; Equipment</b></p> <ol style="list-style-type: none"> <li>1. 2 picnic tables</li> <li>2. 8 outdoor patio tables</li> <li>3. 30 outdoor patio chairs</li> <li>4. 6 canvas umbrellas</li> <li>5. 9 full size tennis nets*</li> <li>6. 10 mini 'quick-start' nets</li> <li>7. One 'sport court'</li> </ol>	<ol style="list-style-type: none"> <li>8. Windscreens covering all 10 courts</li> <li>9. 10 trash receptacles</li> <li>10. Light bulbs for all outdoor light fixtures*</li> <li>11. 2 outdoor sheds</li> <li>12. 10 score signs &amp; posts</li> <li>13. 3 ball machines</li> <li>14. 15 teaching carts</li> <li>15. 20 ball tubes</li> <li>16. 6 ball hoppers</li> </ol>	<ol style="list-style-type: none"> <li>17. 4 ball mowers</li> <li>18. 60 cones, 20 dots,</li> <li>19. 10 plastic fence holders</li> <li>20. 11 potted plants</li> </ol>

Exhibit C

Required Capital Improvements and Time Line

Item	Cost Estimations	City Rent Credit	Completion Date
Re-Roofing (upper roof)	\$53,000	\$53,000 or less	By Nov 30, 2012
A/C	\$36,000	18,000 or less than 50%	By Nov 30, 2013
Repair/replace watering system and/or install drought resistant landscaping	\$7,500	\$3,750.00 or less	By April 30, 2013
Repair/retrofit court lights	\$60,000	\$60,000 maximum	By Nov 30, 2014
Re-Roofing (lower roof)	\$29,000	\$29,000 or less	By Nov 30, 2015
Repair courts 3 & 4	\$53,000	\$53,000 or less	By Nov 30, 2015
Caulking/Sealing all courts with retaining wall	\$7,500	\$7,500 or less	By Nov 30, 2016
<b>Total Cost</b>		<b>\$224,250.00(not to exceed)</b>	

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**ATTACHMENT 3**  
Amendment No.1 between City of South Pasadena and  
iTennis, Inc.

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment") is entered into this 2nd day of May, 2012, by and between CITY OF SOUTH PASADENA, a municipal corporation ("Owner"), and iTENNIS, INC. ("Operator").

Recitals

- A. On December 21, 2011 Owner and Operator entered into a Lease Agreement ("Agreement") in which the Operator leased from Owner a parcel of land commonly known as Arroyo Seco Racquet Club ("Racquet Club"), in the City of South Pasadena, State of California;
- B. Operator wishes to sublease a portion of the Racquet Club to Fortanasce & Associates Sports Medicine Center and Physical Therapy for physical fitness, physical therapy and other uses permitted under the Master Lease;
- C. Section 24 of the Agreement provides that the Operator must obtain the consent of the Owner before subleasing the Racquet Club; and
- D. As a condition of the Owner consenting to the aforementioned sublease, Owner requires an additional indemnification.

NOW THEREFORE, Owner and Operator agree as follows:

- 1. The Agreement is hereby amended to include the following Section:

CALIFORNIA RELOCATION ACT INDEMNITY. In the event that any Subtenant of Operator makes a claim for relocation assistance or is determined by a court of competent jurisdiction to be eligible for relocation assistance under the California Relocation Indemnity Act (Government Code §§ 7260 et. seq.), Operator shall indemnify, defend, and hold harmless Owner for the payment of any relocation assistance as well as for the payment of any penalties and interest on such assistance, which would otherwise be the responsibility of Owner.

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]



IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

Dated: 5/2/12

"OWNER"

CITY OF SOUTH PASADENA, California  
a municipal corporation

By: Michael A. Cacciotti  
Michael A. Cacciotti, Mayor Pro Tem

Dated: 5/3/12

"OPERATOR"

TENNIS

By: John Letts  
John Letts, Owner

APPROVED AS TO FORM:

Richard L. Adams II.

Richard L. Adams II., City Attorney

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# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: Sheila Pautsch, Community Services Director *SP*  
SUBJECT: **Authorization for the Issuance of a Request for Proposal for the San Pascual Stables and Concessionaire Lease Agreement**

## Recommendation

It is recommended that the City Council authorize the issuance of a Request for Proposal (RFP) for the San Pascual Stables (Stables).

## Fiscal Impact

None.

## Commission Review and Recommendation

This matter has been reviewed by the San Pascual Stables Subcommittee (Subcommittee). At the April 11, 2017 Subcommittee meeting, the Subcommittee recommended that the City Council authorize the issuance of an RFP for the San Pascual Stables.

## Background

The City of South Pasadena (City) entered into an agreement with Corbell Partnership, LCP, doing business as San Pascual Stables, in 1976 and again in May 2006. In 2006, the City Council approved a twelve (12) year agreement with Corbell Partnership, LCP, to operate a full service horse stable facility. This lease expires in April 2018. The property is approximately 5.62 acres and it includes three barns with a combined boarding capacity of 144 stalls, two riding arenas, training area, single family home, trail/paths, and a 46 space parking lot. One of the barns is historic (24 stalls). Revenues from the lease generate about \$54,000 a year to the City.

At the February 18, 2015 City Council Meeting, the City Council approved establishing a subcommittee to evaluate the lease for the San Pascual Stables. The City Council also reviewed the list of tasks and composition of the subcommittee. A motion by then Councilmember Schneider, and seconded by then Councilmember Cacciotti, was passed to eliminate task calling for "the evaluation of the benefits, if any of selling the property for a private equestrian center" as well as to not include representation from Little League and AYSO on this Subcommittee.

At the October 7, 2015 City Council Meeting, the City Council approved the appointments to the San Pascual Stables Lease Subcommittee.

At the December 7, 2016 City Council Meeting, the City Council awarded a contract to Integrated Consulting Group, Inc. (ICG) for consulting services for the San Pascual Stables RFP. ICG began meeting with the Subcommittee in January 2017. The Subcommittee along with ICG's Project Manager Ron Hagan (Hagan) toured the San Pascual Stables on Saturday, February 4, 2017. At the tour, each member of the Subcommittee was given an Existing Conditions Survey (Survey) and Rating Sheet to complete during the tour. At the March 14, 2017 Subcommittee Meeting, Project Manager Hagan compiled the survey results of the Survey. Project Manager Hagan also interviewed the current Concessionaire, Corbel Management, prior to the tour. From the interview and Survey a list of best practices was created that would be used in the RFP.

### **Analysis**

The RFP is structured into three terms: Original, Extended and Final. The Original Term is for three years. During this time, the Concessionaire will operate and maintain the facility in an efficient and professional manner. They will improve operations and conditions such as post rules and regulation signage, install automatic water shut off nozzles on wash rack hoses, and modify feed storage bins to be able to close them during non-operating hours. For this period of time, the City has the sole discretion in determining if the Concessionaire has complied with and met all terms and conditions in the Original Term. The percentage rent during the Original Term will be 8% of gross income, plus 2% gross income to the Capital Improvement Fund (CIF).

The Extended Term would be for the next seven years (year 4 through 10). For this period of time, the City has the sole discretion in determining if the Concessionaire has complied with and met all terms and conditions in the Original Term. Capital Improvements for the Stables using the CIF begin during this time. Improvements may include, but are not limited to, expanding the small arena to accommodate demand, upgrading security lighting, painting the barns, and tree replacement. The percentage rent during the Extended Term will be 9% of gross income, plus 3% of gross income to the CIF.

The Final Term would be for 10 years (year 11 to 20). For this period of time, the City has the sole discretion in determining if the concessionaire has complied with and met all terms and conditions in the aforementioned Extended Term. At this time, improvements will continue using the CIF for improvements including, but are not limited to, replacement of arena lighting, replacement of pipe railing for turn outs, paddock, and arenas, parking lot resurfacing, and storage area upgrades. The percentage rent during the Extended Term will be 10% of gross income, plus 5% of gross income to the CIF.

The City would also be setting aside 30% of the lease fee the Concessionaire pays the City monthly into the CIF on a monthly basis. The table on the following page is an example of fees based on average gross income of \$800,000 annually.

**Example (Based on average gross income of \$800,000 annually)**

**Original Term (3Years) - Based on minimum required percentages**

8% of \$800,000 Gross Income	2% of \$800,000 Gross Income Paid to CIF	City 30% of \$64,000 Paid to CIF	Total Annual Fee Paid by Concessionaire	Net Annual Income to City Years 1 Thru 3	Total Generated for CIF Annually for Years 1 Thru 3
\$64,000	\$16,000	\$19,200	\$80,000	\$44,800	\$35,200

**Extended Term (7 Years) - Based on minimum required percentages**

Payment to City is 9% of Gross Revenue

Payment to Capital Improvement Fund is 3% of Gross Revenue

City Pays 30% of its 9% to Capital Improvement Fund

9% of \$800,000 Gross Income	3% of \$800,000 Gross Income Paid to CIF	City 30% of \$72,000 Paid to CIF	Total Annual Fee Paid by Concessionaire	Net Annual Income to City Years 4 thru 10	Total Generated for CIF Annually for Years 4 thru 10
\$72,000	\$24,000	\$21,600	\$96,000	\$50,400	\$45,600

**Final Term (10 Years) - Based on minimum required percentages**

Payment to City is 10% of Gross Revenue

Payment to Capital Improvement Fund is 5% of Gross Revenue

City Pays 30% of its 10% to Capital Improvement Fund

10% of \$800,000 Gross Income	5% of \$800,000 Gross Income Paid to CIF	City 30% of \$80,000 Paid to CIF	Total Annual Fee Paid by Concessionaire Years 11 thru 20	Net Annual Income to City Years 11 thru 20	Total Generated for CIF Annually for Years 11 thru 20
\$80,000	\$40,000	\$24,000	\$120,000	\$56,000	\$64,000

At the Completion of the Original Term, the CIF would have \$105,600 available at the start of the Extended Term. At the end of the Extended Term, the CIF would have \$319,200 for improvements and \$640,000 by the end of the Final Term for a total amount of \$1,064,800.

During the Extended and Final Terms, the CIF can be used for various projects and not held to the end of the term with City approval of projects.

City Staff and the Subcommittee recommend that the City Council authorize the issuance of the Request for Proposals for the Stables. The RFP is the first step in the process, to obtaining a professional to operate the City-owned Facility.

If authorized, the RFP will be mailed out to multiple equestrian professionals and companies on May 8, 2017. A pre-proposal meeting and facility walk through will be held on May 24, 2017 for all interested parties. All proposals will be due June 23, 2017 with interviews of the top proposals taking place the week of July 10, 2017. The Subcommittee will likely recommend that the City Council authorize to enter into negotiations with the top candidate in September 2017.

**Legal Review**

The City Attorney has reviewed this item.

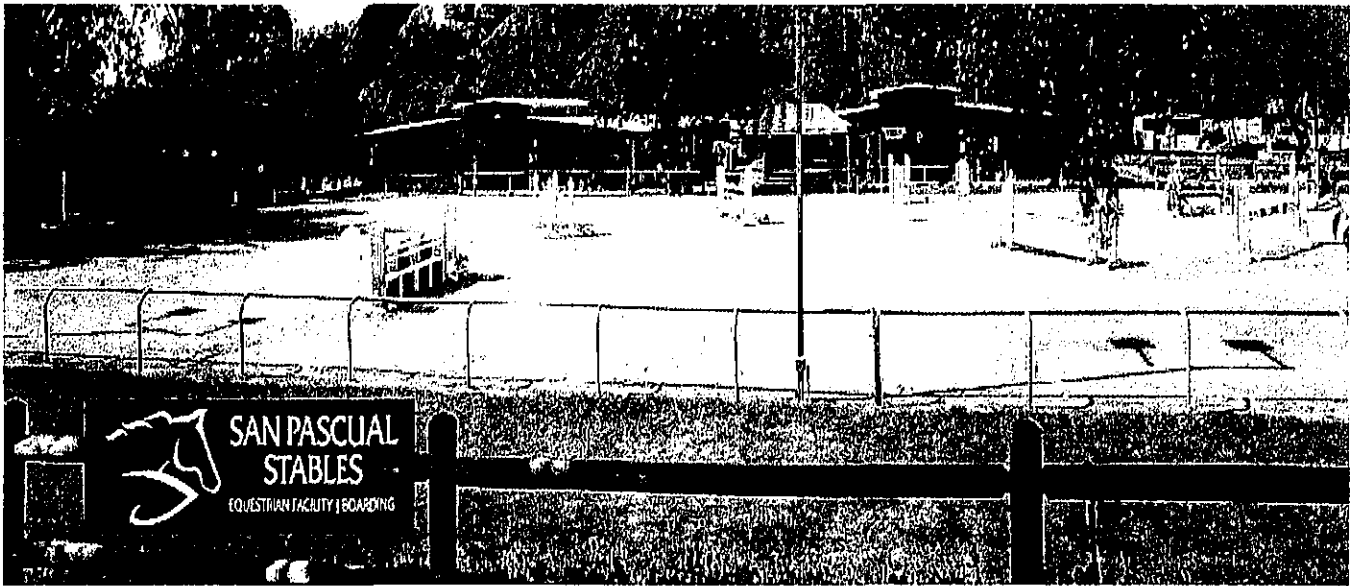
**Public Notification of Agenda Item**

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

Attachment: Request of Proposals for the San Pascual Stables and Concessionaire Lease Agreement (with Exhibits A-I)

**CITY OF SOUTH PASADENA  
REQUEST FOR PROPOSAL**

**EQUESTRIAN BOARDING CONCESSION  
SAN PASCUAL STABLES**



**Opening Date: May 8, 2017**

**Closing Date: June 23, 2017**

**Community Services Department  
1102 Oxley Street  
South Pasadena, CA 91030  
Phone: (626) 403-7362  
Fax: (626) 403-7361**

**NOTICE IS HEREBY GIVEN THAT THE CITY OF SOUTH PASADENA (City) will receive at on or before June 23, 2017, at or before the hour of 3:00 p.m., sealed proposals for a lease to conduct the operation of an equestrian boarding concession at San Pascual Stables. City is offering a term of three (3) years ("Original Term") with an automatic renewal for one additional seven (7) year term (Extended Term), if, in the City's opinion all terms and conditions of the initial three (3) year term for this concession have been met. An additional ten (10) year term ("Final Term") is available, provided the Concessionaire has complied with all terms and conditions of the seven (7) year renewal term and it is mutually agreed to by both parties. This concession will be operated pursuant to a Standard Lease Agreement issued by City. These are the minimum terms, the Proposer may offer additional percentage rent if inclined.**

Description of the concession/s and the requirements of the operator are contained in "Request for Proposal, Equestrian Boarding Concession, San Pascual Stables". You can download the RFP documentation package from the City website at:

**<http://www.southpasadenaca.gov> , or call:**

Sheila Pautsch, Community Services Director (626) 403-7362 for a written copy.

Questions regarding the RFP shall be made by email to:

Sheila Pautsch, Community Services Director, "[spautsch@southpasadenaca.gov](mailto:spautsch@southpasadenaca.gov)"

who is the only personnel authorized to explain, interpret, or provide clarification concerning the RFP. All questions concerning this RFP shall be submitted on or before 4:00 p.m. on June 2, 2017 by email to:

**[spautsch@southpasadenaca.gov](mailto:spautsch@southpasadenaca.gov)**

Questions submitted after 4:00 p.m. on June 2, 2017 will not be accepted. Questions will NOT be taken or answered verbally, except for during the site visit. Should answers to questions amend the RFP, the City will issue an Addendum. All responses to questions will be posted to the City's website ([www.ci.south-pasadena.ca.us](http://www.ci.south-pasadena.ca.us)) under the Bids/RFPs by 4:00 p.m. on June 9, 2017.

The City reserves the right to reject any and all Proposals, to modify the terms of this Request either before or after the deadline for submission of Proposals, to negotiate with one or more of the Proposers, to call for additional Proposals, or to refrain from accepting any Proposal. The Concession Agreement the City expects to award shall in no event become effective until an award is approved by Resolution of the City Council.

All proposals become the property of the City and, once a successful bidder is identified or all proposals are rejected, shall be deemed public record. A proposal may be withdrawn at any time prior to the time set for receipt of proposals, provided that a



request for withdrawal is submitted by the bidder or a duly authorized representative of the bidder.

The withdrawal of a proposal shall not prejudice the right of the bidder to submit a new proposal prior to the time set forth herein above. Proposals shall conform to the requirements set forth in these Instructions. Failure to conform to the requirements may be cause for rejection of the Proposal.

The City's policy in awarding this Concession Lease Agreement will be based primarily on the most qualified Proposer overall, and not simply on the rental payments proposed. The City will carefully investigate each Proposer's background and experience in the development and operation of like facilities. Proposers must be prepared to make all determinations of feasibility necessary to the operation of the proposed use.

Dated: May 8, 2017

CITY OF SOUTH PASADENA



**REQUEST FOR PROPOSALS TIMELINE**

The following schedule has been established for the Request for Proposals for the operation of an equestrian boarding concession at San Pascual Stables which is located in South Pasadena, California.

Announcement Open Proposal	May 8, 2017
Site visit	May 24, 2017
Questions from Bidders deadline	June 2, 2017
Questions and Answers posted to website	June 9, 2017
Proposals Due	June 23
Staff to review Proposals	Week of June 26
Bidders Notified	July 7
Interview with Bidders	Week of July 10
Staff Recommendations	July 17
San Pascual Stables Committee – Review	Aug 15
City Council Approval	Sept 6
Notification of Award	December/ January

**PLEASE NOTE:** *this schedule is subject to change as circumstances warrant and any changes to the schedule and/or additional information such as answers to questions will be posted on the City website. Please check the website for the most current information before sending in your proposal. The selected Concessionaire shall begin operation May 1, 2018, or as mutually agreed by the City.*

**SITE BACKGROUND**

San Pascual Stables (SPS) is a public equestrian facility located along the historic Arroyo Seco in the City of South Pasadena. SPS provides top quality training for horse and rider. In addition, SPS offers summer day camp, birthday parties and a beautiful venue for public events. SPS also works in coordination with the Parks and Recreation Department of the City of South Pasadena for outreach programs as well as Girl Scout and Boy Scout merit badges.

SPS was designed as a public facility and developed in 1978. For over 34 years it has been serving South Pasadena and surrounding communities with pride and top quality service.



With its natural beauty and excellent family atmosphere SPS has plenty to offer to the public.



**Boarding**

Currently, the SPS is a full service equestrian facility open to the public and has been specializing in Hunter/Jumper training. SPS also has access to miles of trails along the Arroyo Seco into the San Gabriel Mountains.

**Stable Amenities**

- |  |                               |                |
|--|-------------------------------|----------------|
| 120 New Barn Box Stalls                      | 22 Historic Barn Box Stalls   | 24 Pipe Stalls |
| One 125' x 250' lighted arena                | Two sets of lighted crossties |                |
| One 110' x 250' lighted arena                | Outside pipe crossties        |                |
| One 60' x 120' lighted arena                 | Two hitching posts            |                |
| Three turnouts                               | Six-horse wash racks          |                |
| Historic family residence and equipment shed |                               |                |

**Past Programs and Events**

Horsemanship classes are offered year round and summer camps are offered for youth. The facility has hosted many equestrian events and competitions. The stables work with community groups for equestrian education and there has been an active facility rental program for parties, weddings, filming, and social events. Full service boarding is offered and the stables have an existing complement of contract equestrian trainers offering individual and group training.

**WHO SHOULD PROPOSE?**

The City is seeking an individual, company, or organization with successful experience in operating and managing a full service equestrian concession. Experience operating a municipally owned equestrian facility is desirable, but not mandatory. It is expected that the Concession Lease Agreement will be awarded following public advertisement for competitive proposals, evaluation of those proposals, selection of the best proposal and approval by the City Council. Parties interested in competing for the lease concession must submit proposals in accordance with the instructions contained herein.

**LOCATION**

San Pascual Stables  
221 San Pascual Ave.  
South Pasadena, CA 91030



**JURISDICTION**

The site is owned by the City of South Pasadena. The City's Community Services Department oversees the concession agreement and operation.

**OBJECTIVES**

The proposal will be evaluated based on a Concessionaire's ability to offer a variety of services among other factors. The proposal should demonstrate the Concessionaire's capability to improve, maintain, and manage an equestrian boarding and training operation. The principal objectives for the management, operation, and maintenance of the concession include:

1. Organizational mission congruent with City's mission of offering recreational opportunities to South Pasadena and surrounding residents.
2. Experience in operating an equestrian boarding and training concession.
3. Ability to foster and maintain positive relationships with City and customers.
4. Fiscal solvency and financial ability to successfully run the concession.
5. Preserve the facility and enhance the condition of the facility.
  - a. Priorities year one through three ("Original Term")
    - (1) Operate and maintain the facility in an efficient and professional manner.
    - (2) Improve operations and conditions, specifically posting rules and regulations signage at entry access, putting automatic water shut off nozzles on wash rack hoses, and modifying feed storage bins so as to be able to completely close bins during non-operating hours.

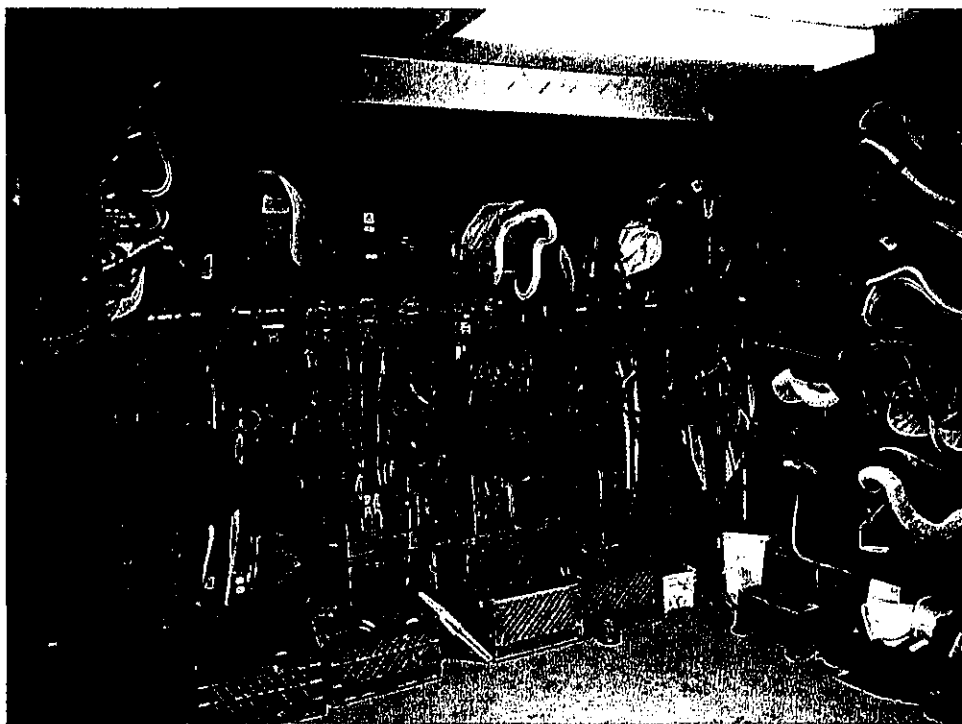
- b. Priorities year three through ten ("Extended Term").
    - (1) Complete improvements (using Capital Improvement Fund) which may include:
      - 1. Expanding small arena to accommodate demand
      - 2. Upgrading security and arena lighting
      - 3. Barn painting
      - 4. Parking lot resurfacing and restriping
      - 5. Tree replacement
      - 6. Securing Right-Of-Way and improving truck access to storage bins
  - c. Priorities year 11 through 20 ("Final Term")
    - (1) Complete improvements (using Capital Improvement Fund) which may include:
      - 1. Painting and refurbishment of barns
      - 2. Replacement of arena lighting
      - 3. Replacement of pipe railing for turn outs, paddocks, and arenas
      - 4. Upgrading of security cameras and lighting
      - 5. Upgrading of spectator seating and shade at arenas
      - 6. Parking lot resurfacing
      - 7. Storage area upgrades
    - (2) Promote use of the facility and provide quality instructors, trainers, and programs
6. Maintain an economically viable operation with revenues sufficient to cover operating expenses, lease payment, capital improvement fund requirements, and provide the Concessionaire an adequate return on its investment.
7. Generate revenue for the City.

## **HISTORIC RESIDENCE AND SHED**

The lease premises has an historic house, shed and barn onsite that must be maintained per the City's Cultural Heritage Ordinance. The selected Concessionaire may choose to use the residence for their site manager, security person, or other associated use and will be responsible for the upkeep and maintenance of all historic structures per the Cultural Heritage Ordinance and all other applicable code requirements. No improvements, additions, or changes to the exterior of any such

historic structure may be made without first obtaining the express written permission of the City, and then processing the request through the City's planning department pursuant to the Cultural Heritage Ordinance. Any such action without the express written permission of the City and approval pursuant to the Cultural Heritage Ordinance shall be deemed a violation of the terms and conditions of the Concession Lease Agreement and the Concessionaire shall be considered in default of the Agreement.

The Concessionaire may choose to not use the two historic structures in its operation and shall so state in their proposal. If the perspective Concessionaire does not want to use the historic house and shed for its managers' or other persons' residence, then the proposal must contain a plan and description of how the Concessionaire will provide a representative of the Concessionaire on the premises 24/7. Even if the selected Concessionaire does not use the historic residence and/or the historic shed, they shall be responsible for maintaining the residence and shed per the terms, Conditions, and standards contained in the Standard Concession Lease Agreement.

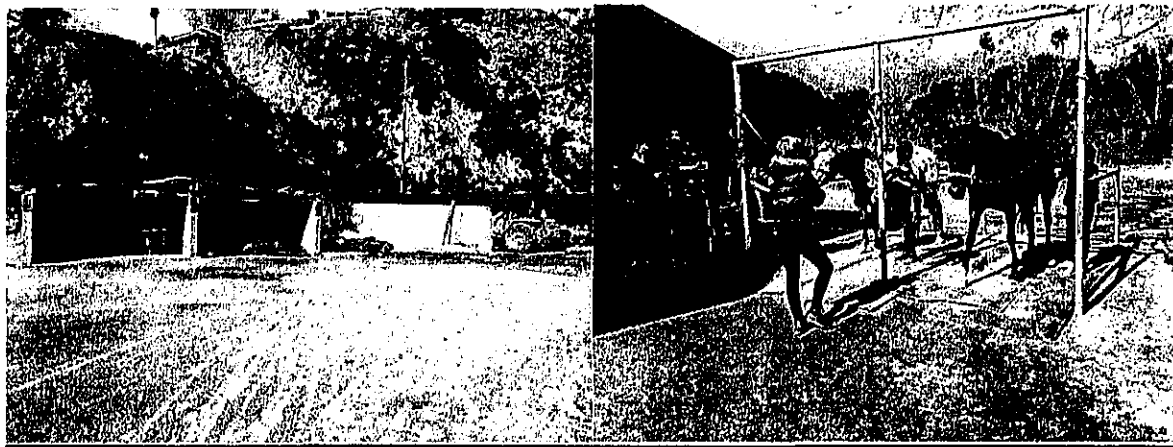


**TERM OF AGREEMENT**

The Concession Lease Agreement is offered for a term of three (3) years ("Original Term"). The Concessionaire may request extending the "Original Term" for an additional seven (7) years ("Extended Term"); provided the Concessionaire has complied with and met all terms and conditions of the "Original Term" to the City's satisfaction, by notifying the City in writing of its intent to extend. Notification must be no more than one hundred eighty (180) days or less than ninety (90) days before the

end of the "Original Term"; provided, however, that the City has sole discretion in determining if the Concessionaire has complied with and met all terms and conditions in the "Original Term" and for extending the term.

An additional ten (10) year term ("Final Term") may be requested, provided the Concessionaire has complied with all terms and conditions of the seven (7) year "Extended Term" to the City's satisfaction, by notifying the City in writing of its intent to extend. Notification must be no more than one hundred eighty (180) days or less than ninety (90) days before the end of the "Extended Term"; provided, however, that the City has sole discretion in determining if the Concessionaire has complied with and met all terms and conditions in the "Extended Term" and for granting the "Final Term"



## **REQUEST FOR PROPOSAL**

### **PURPOSE**

This Request for Proposals (RFP) provides all potential operators of the San Pascual Stables with relevant information, the requirements to submit a proposal for operation of the Concession, and a preliminary Concession Lease Agreement.

### **REVIEW OF PROPOSALS**

Following the opening, all proposals will be reviewed by the San Pascual Stables Subcommittee appointed by the City Council consisting of representatives of the City and other interested parties as selected by the City. This committee will review all proposals that meet the minimum qualifications.

### **ORAL PRESENTATIONS**

Proposer may be required, at City's option, to make public and/or private oral presentations to elaborate on the written proposal. These presentations will be held after preliminary evaluations of the proposals. The City will notify each such Proposer of the scheduled time and location for his/her presentation.

### **SITE VISITATION**

A group site visit is scheduled for interested parties on **May 24, 2017 at 11:00 a.m.** If you are planning to attend the site visit please RSVP by e-mail or phone at least 24-hours in advance to:

Sheila Pautsch, Community Services Director  
City of South Pasadena  
1102 Oxley St.  
South Pasadena, CA 91030  
(626) 403-7362  
[spautsch@southpasadenaca.gov](mailto:spautsch@southpasadenaca.gov)

**SALES HISTORY**

**LAST FIVE (5) YEARS GROSS SALES**

Year	2012	2013	2014	2015	2016
<b>Reported Gross Sales</b>	\$513,380	\$560,864	\$565,702	\$642,235	\$705,552
<b>Total Fees Paid to the City</b>	\$50,526	\$51,374	\$52,037	\$53,442	\$53,213

**CURRENT CONCESSIONAIRE OPERATIONAL FOCUS**

The current Concessionaire describes their operation as follows: "A full service equestrian facility for the public, including but not limited to, horse boarding, group and individual instruction for adults and youth, community outreach programs targeted to South Pasadena and surrounding area youth to provide horse related activities, and other programs such as clinics, summer camps, and birthday parties".

**HOURS OF OPERATIONS**

May be open 7 days a week, hours are flexible, but must be sufficient to maintain full operation of the stables.

**MINIMUM REQUIREMENTS**

- The successful Concessionaire will be responsible for obtaining all necessary approvals, permits and licenses for any construction and lawful operation of this concession; this includes obtaining a City of South Pasadena Business License.
- The Concessionaire will be required to carry at least \$2,000,000.00 in general liability insurance coverage and property damage liability insurance coverage, and replacement value in fire and casualty coverage with the City named as Additional Insured. Additional coverage may be required if the sale of alcohol is proposed. Sale or consumption of alcohol on the premises shall only be allowed when the facility is closed to the general public and rented for weddings or private events. Licensee shall be required to secure a permit for



alcohol sales or consumption from the State of California Alcohol Beverage Control (ACB) and provide one-time additional insurance in an amount acceptable to the city based on the size of the event.

- Concessionaire will be required to fully indemnify and hold harmless the City, its officials, employees, volunteers and agents, for any injury to person or property resulting from its operations.
- Prospective Concessionaires should be aware that this concession will be operated pursuant to a Concession Lease Agreement issued by City. If this agreement is terminated for any reason Concessionaire shall not be entitled reimbursement of unamortized capital improvement costs as of the date of termination.
- The Concession Lease Agreement may be awarded to the Concessionaire that, in the City's sole discretion, is deemed to best fit the criteria described under the Basis of Award section below. A preliminary City of South Pasadena Concession Lease Agreement is included with this RFP.
- The Concessionaire will be responsible for securing any and all equipment used at the SPS property every evening upon closing. Storage will be permitted at the site.
- The Concessionaire will be responsible for all utility costs connected with the operation of this concession. This includes, but is not limited to, existing utilities currently serving the site and installing all future necessary utilities, service lines, conduits, water meters, pipes, etc. the Concessionaire may need for its operation. The Concessionaire will be required to remove any unsuitable existing materials as required. City makes no representations that there are adequate utilities currently in place at the site.
- The City will provide all current amenities and equipment on an "as is, where is" basis for the operation of this concession. All fixed equipment is the property of City, including any fixed equipment provided by Concessionaire during the terms of the Concession Lease Agreement.
- The Concessionaire will submit monthly reports of gross receipts, in a format approved by City, which reflects all income from boarding operations, riding academy, summer camp registration (except registration taken at the City), facility rentals for parties or weddings, all food and vending sales, filming on the premises, temporary boarding, independent lessons and any other activity for which fees are charged or revenue is received for services rendered ("Gross Income"). Only refundable deposits, return payments, and checks returned for insufficient funds can be deducted from gross receipts. At the end of each operating year, the Concessionaire will be required to submit a detailed income and expense statement for the past year's operation. City shall have the right to audit the monthly reports and annual income and expense report at its option.
- The minimum percentage rents of gross receipts are stated below. Perspective Concessionaires may submit a proposal that contains higher percentages in any or all of the three terms at their discretion, in order to secure a higher score on

the criteria described under the Basis of Award section below.

**“Original Term”** – 8% of Gross Income, plus 2% of Gross Income to “Capital Improvement Fund”

**“Extended Term”** – 9% of Gross Income, Plus 3% of Gross Income to “Capital Improvement Fund”

**“Final Term”** – 10% of Gross Income, Plus 5% of Gross Income to “Capital Improvement Fund:

City shall put 30% of the Concession Lease fee Concessionaire pays the City monthly into the “Capital Improvement Fund” on a monthly basis.

**Example (Based on average gross income of \$800,000 annually)**

**Original Term (3Years) - Based on minimum required percentages**

8% of \$800,000 Gross Income	2% of \$800,000 Gross Income Paid to CIF	City 30% of \$64,000 Paid to CIF	Total Annual Fee Paid by Concessionaire	Net Annual Income to City Years 1 Thru 3	Total Generated for CIF Annually for Years 1 Thru 3
\$64,000	\$16,000	\$19,200	\$80,000	\$44,800	\$35,200

**Extended Term (7 Years) - Based on minimum required percentages**

Payment to City is 9% of Gross Revenue

Payment to Capital Improvement Fund is 3% of Gross Revenue

City Pays 30% of its 9% to Capital Improvement Fund

9% of \$800,000 Gross Income	3% of \$800,000 Gross Income Paid to CIF	City 30% of \$72,000 Paid to CIF	Total Annual Fee Paid by Concessionaire	Net Annual Income to City Years 4 thru 10	Total Generated for CIF Annually for Years 4 thru 10
\$72,000	\$24,000	\$21,600	\$96,000	\$50,400	\$45,600

**Final Term (10 Years) - Based on minimum required percentages**

Payment to City is 10% of Gross Revenue

Payment to Capital Improvement Fund is 5% of Gross Revenue

City Pays 30% of its 10% to Capital Improvement Fund

10% of \$800,000 Gross Income	5% of \$800,000 Gross Income Paid to CIF	City 30% of \$80,000 Paid to CIF	Total Annual Fee Paid by Concessionaire Years 11 thru 20	Net Annual Income to City Years 11 thru 20	Total Generated for CIF Annually for Years 11 thru 20
\$80,000	\$40,000	\$24,000	\$120,000	\$60,000	\$56,000

\$80,000	\$40,000	\$24,000	\$120,000	\$56,000	\$64,000
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- All prices, fees, and increases for all proposed services offered at the concession shall be determined by the Concessionaire and will not require approval by City. However, price lists and hours of operation must be included in the Proposal.
- The Concessionaire will remove all rubbish generated by this concession. The Concessionaire will be responsible for cleaning the leased premises and the area within 50 feet of the leased premises. In addition, the Concessionaire will keep all signs and structures free of graffiti. The Concessionaire must comply with all city, state, and federal regulations regarding recycling, handling of toxic or hazardous materials, waste disposal, and requirements of the National Pollution Control Act with regards to water run-off.
- Concessionaire is responsible for all daily maintenance of the facility including, but not limited to, structures, landscape, trees, arenas, lighting, storage facilities, pathways, trails, equipment, and the historic house, barn and shed located onsite. The Concessionaire shall maintain all trees on site per the City's tree ordinance Chapter 34 of the South Pasadena Municipal Code. All maintenance, repairs, and improvements to the historic barn, house and shed must be made in accordance with the City's Cultural Heritage Ordinance Chapter 2, Administration, Article IV.H.
- The Concessionaire will be required to make all necessary repairs, improvements, and replacements to the leased premises during the term of the lease. In coordination with and approval of the City, the Capital Improvement Fund may be used for repairs to permanent structures and amenities on site.
- The Concessionaire will be responsible for maintaining security within the leased premises.
- The Concessionaire must cooperate with City during special events or other unanticipated eventualities. During an emergency, whereby horses or animals from other areas may need to be housed at the stables during an emergency, the fee for boarding such horses or other animals during the emergency must be approved by the Director of Community Services, or their representative, for the City of South Pasadena. Concessionaire shall notify the Director of Community Services, or their representative, immediately upon receiving a request for temporary boarding of horses or animals at SPS.
- The Concessionaire must pay all taxes applicable to the operation of the concession; no such applicable taxes or any other expenses may be deducted from gross receipts.
- The Concessionaire will also be required to obtain all necessary city, state and federal permits necessary for the outfitting and operation of this concession, including a City of South Pasadena Business License.
- City staff may visit the concession site unannounced to inspect operations and determine whether the Concessionaire is complying with the terms of the

Concession Lease Agreement. If City staff find violations, the Concessionaire may be assessed liquidated damages for each violation, in the amount of \$250 or the amount, plus 10%, of the financial damage caused by the violation, whichever is greater, for each violation. Concessionaires must also comply with all directives originating from inspections by any other city, state or federal agency having jurisdiction over the operation of this concession, (e.g. County of Los Angeles and State of California).

- Provide and maintain a Manure Management Plan that allows no more than 80 cubic yards of manure on the property at any time and meets the regulations for drainages.
- Provide a presence (by either Concessionaire, their employee, or person with power to act on behalf of Concessionaire) on the site to operate the facility and respond to emergencies on a 24 hour/7 day a week basis. This includes having a Concessionaire representative on the premises during all hours of a facility rental for private or public events.
- The Concessionaire will make reasonable access accommodations and attempt to comply with all city, state and federal laws relating to access for persons with disabilities.
- The Concessionaire shall establish guidelines with an equitable means for choosing boarders and establishing a waiting list, and submit it for approval of the City. The City of South Pasadena abides by all state and federal non-discrimination laws in regards to the use of its park facilities.
- The Concessionaire must hold routine Boarder meetings or publish an electronic newsletter at a minimum of twice per year to keep tenants informed of current activities, future plans, projects, etc.
- The Concessionaire shall maintain a website for San Pascual Stables that provides a link to the City of South Pasadena website, and City shall provide a link on City website to San Pascual Stables website.
- The Concessionaire must permit up to two horses from the City's Public Safety Department, if needed, to be boarded at no cost to the City for the stalls if the Public Safety Department chooses. The Public Safety Department agrees to pay Concessionaire's cost, including labor, associated with feeding, watering, veterinary services, and other care of its horses that it requests.

### **PROPOSAL SUBMISSION INSTRUCTIONS**

**Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.**

All proposers must submit a proposal that includes answers to the questions below.

Proposals should be printed or typed on 8 1/2" x 11" paper. Proposers are encouraged to use discretion in the amount of information they submit.

The proposal and any additional information should be submitted in a sealed envelope with the following information written on the outside:

**YOUR NAME AND ADDRESS**

**REQUEST FOR PROPOSALS EQUESTRIAN BOARDING CONCESSION  
SAN PASCUAL STABLES**

Do not submit proposals in hard plastic or spiral binders. Illustrations may be included. All plans are subject to City's approval. Oversized drawings may be submitted but must be accompanied by 8 1/2" x 11" sectionals or reductions to 8 1/2" x 11 ". No telegraphic or facsimile proposals will be accepted. All proposals become the property of the City and, once a successful bidder is identified or all proposals are rejected, shall be deemed public records. **Submit five (5) original signed proposals to:**

**City of South Pasadena**

**Attn: Anthony J. Mejia, MMC, Chief City Clerk**

**1414 Mission Street, South Pasadena, CA 91030**

**no later than 3:00 p.m. on June 23, 2017.** If proposal is submitted by United States Postal Service, originals must also be received **no later than 3:00 p.m. on June 23, 2017.** No proposals will be accepted after that time; proposals received after the time and date listed above will be returned to the proposer and will not be considered for award. It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail.

To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered. Please do not contact field staff. Only the City website ([www.southpasadenaca.gov](http://www.southpasadenaca.gov)) will contain information.

Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

**Submit all questions in writing to:**

Sheila Pautsch, Community Services Director  
City of South Pasadena  
1102 Oxley St.  
South Pasadena, CA 91030  
[spautsch@southpasadenaca.gov](mailto:spautsch@southpasadenaca.gov)

**PROPOSAL**

Your Proposal must include written responses to the questions listed in the following section and be delivered to City by the proposal due date.

1. Cover sheet on your organization’s letterhead that includes all relevant contact information for your organization, including but not limited to, the name of the contact person and their phone numbers; and a brief, concise summary of your proposed management plan.
2. Proposal (no more than ten (10) one-sided, single-spaced pages) that includes the following:
  - a. Describe your qualifications including experience and credentials in administering an Equestrian Boarding and/or other type of public recreation facility. (Detail number of years, description of facilities managed, etc.)
  - b. Describe your management plan for the facility. (How are you staffing it? How will you pay for ongoing maintenance and operation costs? Etc.)
  - c. What improvements, if any, are you proposing to make to the premises to enhance the patron’s experience? Describe your goals and objectives for the operation.
  - d. Describe each of your proposed services you plan to offer at the site.
  - e. Describe how you will market the activities and services offered at the site. How will you address public access and create a welcoming space at the premises?
3. Provide a detailed budget/pro-forma for your organization in order to operate and maintain the concession.
4. Provide a Statement of Financial Condition and Statement that you agree with the proposed lease terms as outlined herein, or a Statement that you are offering more than the minimum percentage outlined herein. Significant weight will be given to such financial information in the selection process. The City may request a bond for \$10,000 as a security deposit when awarding the contract.
5. Provide background information on your organization including the individuals who will oversee the management and any other relevant information you would like the City to know.

**BASIS OF AWARD**

In seeking an Equestrian Boarding Concessionaire for San Pascual Stables, the City desires to provide quality service to park users in an atmosphere compatible with the setting of the Arroyo Seco. Each Proposal will be evaluated based on a Concessionaire's ability to offer a variety of programs and services, among other factors. The proposal should demonstrate the Concessionaire's proven ability to improve, maintain and manage the concession as a public stable, in addition to providing a range of equestrian-oriented programs and services.

The City will investigate the financial capability, reputation, integrity, skill, relevant experience, and quality of performance of each Proposer, including its stockholders and principals, before making an award. Award of a Concession Lease Agreement, if any, will be based on both objective and subjective comparison of proposals and perspective Concessionaires. Information being solicited from perspective Concessionaires is intended to provide the City with adequate knowledge of the perspective Concessionaires in order that the City can judge the relative merits of each of the proposals. Evaluation will be based on the items listed below. The order of the items listed below is not intended to portray any ranking of the relative priority. In order to be considered all proposals must meet the minimum requirements set forth on page 10.

**Grading Criteria Percentage**

ITEM	CONSIDERATION
Payment to City (25%)	Evaluation of projected payments (Concession percentage fee and Capital Improvement Fund percentage fee) and evidence of ability to achieve such projections.
Quality of Service (15%)	Evaluation of previous and proposed quality and quantity of service.
Experience and Background (20%)	Years in business, amount of relevant experience (breadth and length). Evidence of a variety of experiences in the business.
Financial Capability (20%)	Capability to provide services throughout the term with adequate strength to cover start-up costs and sustain possible losses; sources of financing and availability of immediate funds and back-up funds; proposed investment in promotion.
Improvements (10%)	Proposed enhancement plan of services at the San Pascual Stables and evidence of ability to accomplish these objectives.
Lease Agreement (5%)	Reasonable requests for changes will be at City's sole discretion.
Insurance (5%)	Strength of issuing company, ability to secure.

**CONCESSION LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into as of \_\_\_\_\_, 2018 between the CITY OF SOUTH PASADENA, a California City (City), whose address is 1414 Mission Street, South Pasadena, CA 91030, and \_\_\_\_\_ (Concessionaire), whose address is \_\_\_\_\_.

The parties hereby agree as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants, and conditions herein, City hereby grants to Concessionaire, the exclusive lease to operate the equestrian boarding concession facility, San Pascual Stables (Concession or SPS) at Arroyo Seco Park, signed by the parties, and incorporated herein, subject to the following terms and conditions.

**1. PREMISES**

That City, in consideration of the payment of concession fees hereinafter specified to be paid by Concessionaire and of the covenants and agreements herein contained to be performed and observed by Concessionaire, does hereby lease to Concessionaire for the purposes hereinafter specified that certain property, the Concession ("the Premises"), in Arroyo Seco Park, and as more particularly shown in Exhibit "A".

**2. TERM**

This Concession Lease Agreement is for a term of three (3) years (the "Original Term"). The Concessionaire may request extending the "Original Term" for an additional seven (7) years (the "Extended Term"); provided the Concessionaire has complied with and met all terms and conditions of the "Original Term" to the City's satisfaction, by notifying the City in writing of its intent to extend. Notification must be no more than one hundred eighty (180) days or less than ninety (90) days before the end of the "Original Term"; provided, however, that the City has sole discretion in determining if the Concessionaire has complied with and met all terms and conditions in the "Original Term" and for extending the term.

An additional ten (10) year term (the "Final Term") may be requested, provided the Concessionaire has complied with all terms and conditions of the seven (7) year "Extended Term" to the City's satisfaction, by notifying the City in writing of its intent to extend. Notification must be no more than one hundred eighty (180) days or less than ninety (90) days before the end of the "Extended Term"; provided, however, that the City has sole discretion in determining if the Concessionaire has complied with and met all terms and conditions in the "Extended Term" and for granting the "Final Term"

This Agreement shall be subject to early termination as follows:

- a. Upon at least 180 days prior written notice to such effect by Concessionaire to City.



- b. Upon the failure of Concessionaire or its members to observe any of the requirements of this Agreement, after thirty (30) days' notice from the City that Concessionaire is in default. City may grant additional time to correct the default at its option.
- c. By City upon determination by its City Council that the Concession is an incompatible use of the Arroyo Seco Park. The City Council shall have sole discretion to determine whether the Concession is an incompatible use or constitutes a nuisance or public safety hazard to other park users. Upon such a determination, Concessionaire shall be given 180 days to remove all its property and repair any damage Concessionaire has caused.

### 3. FEES AND CHARGES

**A. Concession Lease Fee.** For the "Original Term", Concessionaire shall pay to City as the Concession Lease Fee, without deduction, set off, or demand, the sum equal to the following percentage of Concessionaire's Gross Receipts, as defined in Section 3.f., for the prior calendar month the sum equal to \_\_\_\_% of Concessionaire's gross receipts upon the Premises. For the "Extended Term" Concessionaire shall pay to City as the Concession Fee, without deduction, set off, or demand, the sum equal to the following percentage of Concessionaire's Gross Receipts, as defined in Section 3.f., for the prior calendar month the sum equal to \_\_\_\_% of Concessionaire's gross receipts upon the Premises. For the "Final Term" Concessionaire shall pay to City as the Concession Fee, without deduction, set off, or demand, the sum equal to the following percentage of Concessionaire's Gross Receipts, as defined in Section 3.f.b, for the prior calendar month the sum equal to \_\_\_\_% of Concessionaire's gross receipts upon the Premises.

**B. Capital Improvement Fund Fee.** In addition to the percentage Concession Lease Fee paid during the term pursuant to Section 3.f. and the ongoing regular maintenance required by this Agreement, Concessionaire agrees to pay into the San Pascual Stables Capital Improvement Fund for major maintenance, replacement, or addition of City-owned facilities (As defined in Exhibit B), during the "Original Term" the sum equal to two percent (2%) of Concessionaire's gross receipts upon the Premises for the prior calendar month; during the "Extended Term" the sum equal to three percent (3%) of Concessionaire's gross receipts upon the Premises for the prior calendar month; and during the "Final Term" the sum equal to five percent (5%) of Concessionaire's gross receipts upon the Premises for the prior calendar month.

The City shall contribute thirty percent (30%) of its **Concession Lease Fee** to the "**San Pascual Stables Capital Improvement Fund**" for the prior calendar month during each term of the Concession Lease Agreement.

City will account for these funds in a separate account designated as "**San**

**Pascual Stables Capital Improvement Fund"** and maintain adequate records thereof. These funds are solely for major maintenance and capital improvements to the facility as defined in Exhibit B. Concessionaire acknowledges that they possess no right, title or interest in these funds other than to help administrate pursuant to this Section. Expenditures from this capital fund will be at the City's discretion and will require prior written approval from the City. If Concessionaire uses its own labor for these projects, payment for such labor for the purpose of this Section must be preapproved by the City. Because these funds are considered public funds, all work performed using these funds must pay prevailing wage. Credit for management or supervision staff will only be allowed for reimbursement if: there are no other employees that regularly do the work, and reimbursement must be at the regular rate of pay for the work, not the supervisor or manager rate; hours and rate must be preapproved by the City. Reimbursement will include 16% of wages for payroll taxes.

Following the first whole or partial month of the term hereof, Concessionaire shall furnish to the City by the 20th day of each month, a verified statement of its total gross receipts for the preceding month along with the Concession Lease Fee and Capital Improvement Fund Fee for that period.

The Monthly Total Gross Receipts Statement, Concession Lease Fee, and the Capital Improvement Fund Fee shall be mailed to:

**City of South Pasadena**  
**Attn: Finance Department**  
**1414 Mission Street, South Pasadena, CA 91030**

**C. Late Charge.** If any installment of the Concession Lease Fee or the Capital Improvement Fund Fee due from Concessionaire is not received by City when due, Concessionaire shall pay to City an additional sum of 10% of the overdue concession fee as a late charge. Acceptance of any late charge shall not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent City from exercising any of the other rights and remedies available to City.

**D. Gross Receipts.** Concessionaire is required to recognize its revenue with a cash basis accounting method. The term "gross receipts" herein shall include the total aggregate amount of the business done, sales made, rentals, commissions received, and services performed by Concessionaire, such as, but not limited to, all income from boarding operations, riding academy, summer camp registration (except the registration taken at the City), facility rentals for parties or weddings, all food and vending sales, filming on the premises, temporary boarding, independent lessons and any other activity for which fees are charged or revenue is received for services rendered in, on, or from the Premises for cash and on credit (it being understood that sales on credit are to be included in gross receipts when cash (or a check) is actually received by Concessionaire). Gross receipts shall not include the amount of any tax on sales from the Premises where such taxes are added to the selling price, stated separately, and paid by

Concessionaire's customers, and remitted directly to the taxing authorities by Concessionaire.

- i. Concessionaire will maintain detailed records regarding lessons, training and commissions earned by retaining independently verifiable written reports that show date, name of participants, amount collected, and keep a comprehensive all-inclusive calendar of events and class rosters at least for three (3) years, to substantiate accuracy of Concessionaire's reported gross receipts as described in Section 3.D. These records will be provided as back up to Concessionaire's monthly report of Gross Receipts as required in Section 3.D.
- ii. Sales of the Concessionaire's fixed assets, such as equipment, will not be considered part of gross receipt. The exception would be sale of horses, if these sales are considered a routine source of revenue for the business. If considered a revenue source, the net profit on the sale of a horse would be included in gross receipts. In addition, boarder reimbursement for actual costs or services, such as veterinarian fees or tack purchases, should not be included in gross receipts. However, if the Concessionaire adds a "handling or service" fee to the actual costs, then this "handling or service" fee shall be included in gross receipts.
- iii. Use of horses owned by boarders for program purposes, whereby Concessionaire gives rent credit (reduced boarding rent) to the boarder for use of their private horse in Concessionaire's programs, activities, or events, shall be reported in the backup records required in 3.D.i and provided to City as required in Section 3.D. This record shall indicate the full rent due for the month less the rent credit (amount of reduced rent) given the boarder for the use of their horse during the month. For liability and security purposes, the Concessionaire shall include language in the Concessionaire's boarding agreement, whereby the boarder agrees to the use of their horse by Concessionaire and the specific rent credit (reduced amount of rent) the boarder shall receive by agreeing to the use of their horse. Use by the Concessionaire, Concessionaire's trainers, or instructors, of a boarder's private horse without the express written permission of the boarder is prohibited and will be considered a violation of the Concession Lease Agreement with the City and subject to default action under the terms of the Concession Lease Agreement.

#### **4. CAPITAL IMPROVEMENTS**

Concessionaire will prepare a "Capital Improvement Fund" plan with projected costs each year with the Director of Community Services to obtain the necessary City approvals and prioritization. Concession major maintenance and/or replacement categories are listed in Exhibit "B". The minimum dollar amount for a project to be approved for this fund is \$1,000. No capital improvement fund activities shall begin without City's prior written approval. Work requiring design

approval, specific plans and/or specifications, as appropriate, must be submitted to City and approved by City's Planning staff. Such review will be completed by City within ninety (90) working days of receipt, with Concessionaire responsible to meet all reasonable requests for revision or amendment. Major Maintenance Repairs and Capital Improvements to the historical barn, house or shed shall be in accordance with the City's Cultural Heritage Ordinance Chapter 2, Administration, Article IV.H. Concessionaire shall provide City with a monthly "Capital Improvement Status Report" detailing Major Maintenance Repair and/or Capital Improvements worked on during the month and status of completion timeline.

Upon completion of an approved capital project, the Concessionaire will submit to the Director of Community Services for reimbursement from the Capital Improvement Fund, a summary of project costs, original invoices, and copies of front and back of canceled checks to vendors. If the Concessionaire uses its own labor for these projects, time cards and payroll records must be submitted. The Director of Community Services will approve the expenditures and forward them to the Business Services Administrative Analyst to process for reimbursement to the Concessionaire.

Any unexpended capital improvement funds at the end of the "Final Term" shall become the property of City and shall be used to improve the Premises for continued operation.

## **5. LATE CHARGE**

If any installment of the Concession Lease Fee or the Capital Improvement Fund Fee due from Concessionaire is not received by City when due, Concessionaire shall pay to City an additional sum of 10% of the overdue concession fee or overdue Capital Improvement Fund fee as a late charge. Acceptance of any late charge shall not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent City from exercising any of the other rights and remedies available to City.

## **6. RECORDS AND INSPECTION**

Concessionaire shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with the Concession in separate records of account in a manner reasonably acceptable to City, and City shall have the right through its representatives, and at all reasonable times, including any time during the three year period following the termination of the Agreement, to inspect such books and records including State of California sales tax return records, Federal and State income tax returns and Federal and State payroll tax reports. Concessionaire shall keep gross receipt deposits and cash disbursements related to the operation of the Concession in a separate bank account. Concessionaire shall furnish to the city each month the following reports and records:

- Statement of Gross Receipts as described in Section 3.D
- Detailed Monthly Activity Report as described in Section 3.D.i
- Capital Improvement Status Report as described in Section 4

## 7. USER RATES AND AGREEMENTS

The rates and charges to users of the Concession are the responsibility of the Concessionaire and do not require approval of the City.

a. **Rate Increases.** Concessionaire shall not increase the user rates and/or institute any additional services and charges without first notifying the City. While the Concessionaire does not need City approval of rates and fees charged for services and programs, the City must first be notified of the rate or fee increase prior to Concessionaire implementing the rate or fee increase.

b. **Boarder Agreement.** Boarder Agreements must include a non-discrimination clause as stated in this agreement Section 24. Concessionaire is responsible for submitting their Boarder Selection and Wait List Process to the Community Services Director by the first day of operation. Original boarding agreements must be retained for three (3) years after their expiration. The Boarder Selection and Wait List Process must be equitable and non-discriminatory. All boarders shall occupy space pursuant to the terms of their Boarder Agreement, Exhibit "C" which Exhibit is attached hereto and made a part hereof. **Boarders will not be allowed to sublet their stalls.**

The Boarder Agreement must contain a section whereby the Boarder may elect to allow Concessionaire to use their horse in Concessionaire's programs at the facility in exchange for rent credit (reduced rent) for their boarding unit(s). If Boarder elects to participate in allowing the Concessionaire to use their horse in Concessionaires programs (or programs, activities, or instruction conducted by contract trainers or instructors), the specific amount of rent credit (rent reduction) must be specified in the Boarder agreement. Use by the Concessionaire, Concessionaire's trainers, or instructors, of a boarder's private horse without the express written permission of the boarder is prohibited and will be considered a violation of the Concession Lease Agreement with the City and subject to default action under the terms of the Concession Lease Agreement.

c. **Emergency Cooperation.** The Concessionaire must cooperate with City during special events or other unanticipated eventualities. During an emergency, whereby horses or other animals from other areas may need to be housed at the stables during the emergency, the fee for boarding

such horses during the emergency must be approved by the Director of Community Services, or their representative, for the City of South Pasadena. Concessionaire shall notify the Director of Community Services, or their representative, immediately upon receiving a request for temporary boarding of horses or other animals at SPS. Temporary boarding fees will only be approved by the City if, in the sole opinion of the City, they represent a fair charge for services needed to board the animals during the unanticipated emergency. It shall be the responsibility of the Concessionaire to justify the requested temporary fee for boarding to the Director of Community Services.

### **8. CONDITION OF PREMISES AND EQUIPMENT**

Concessionaire acknowledges and agrees that the Premises are in good and tenable condition. Concessionaire further acknowledges that the equipment to be provided by City is in good operating condition. Concessionaire shall accept the Premises and equipment to be provided by City in their presently existing "as is, where is" condition and agrees that City shall not be obligated to make any alterations, additions or improvements thereto.

### **9. USE OF THE PREMISES**

Concessionaire shall use the Premises to operate, manage and maintain the service operations for the public described below in this Section upon the terms and conditions of this Agreement and for no other purposes:

- a. A full service equestrian boarding facility for the public, open daily, including but not limited to, horse boarding, group and individual instruction for adults and youth, guided rental rides, community outreach programs targeted to city youth to provide horse related activities, facility rentals for horse shows, special events, birthday parties, filming, and other programs consistent with or complimentary to an equestrian center (for example, horse care clinics, educational, instructional and other services consistent with an equestrian center; tack shop; etc.). The lesson program should offer a variety of trainers that meet the needs of boarders first, and second provide training and access opportunities for others to the site and park trails. Trainers must meet the necessary insurance requirements.
- b. Open daily, offer hours of operation consistent with a public equestrian center, sufficient for the operation of a full service equestrian center.
- c. Improve the premises to maximize accessibility, general safety and overall appearance. The Concessionaire will make reasonable access accommodations and comply with all the city, state and federal laws relating to access for people with disabilities.
- d. Assume all regular maintenance, upkeep and operational obligation for the property to City standards as outlined in the Park Operations Facility

Maintenance Guidelines (see Exhibit "D") and at no cost to the City. Further, no reimbursement from the Capital Improvement Fund may be made for regular maintenance as defined in **Exhibit B**.

e. Provide and maintain a Manure Management Plan that allows no more than 80 cubic yards of manure on the property at any time, must be under the roof of the manure bin, and meets the regulations for drainage on the property (see Exhibit "E").

f. Provide a presence (by either Concessionaire, an employee or person acting on behalf of Concessionaire) on the site to operate the facility and respond to emergencies on a daily basis. Provide emergency contact numbers for emergencies.

g. Concessionaire agrees to hold routine Boarder meetings or publish digital newsletters at least twice per year to keep tenants informed of current activities, future plans, projects, etc.

**9. BOARDER SELECTION AND WAITING LIST**

The Concessionaire shall establish guidelines with an equitable means for choosing boarders and establishing a waiting list, and submit it for approval to the Community Services Director. The City abides by all state and federal non-discrimination laws in regards to the use of its park facilities.

**10. CONCESSIONAIRE'S USE OF BOARDING UNITS**

Concessionaire shall use no more than 25% of each type of available boarding units for boarding of Concessionaire's own horses or those of its trainers and instructors. For boarding units whereby the Concessionaire gives reduced rent to trainers or instructors in exchange for in-kind services (such as teaching or performing maintenance or security functions) the reduced rent shall be the amount of income reported in the Concessionaire's gross receipts. The Concessionaire's monthly gross receipts report shall clearly detail which units are used for Concessionaire's horses whereby no rent income is reported and those units used for trainer or instructor horses whereby partial rent is received.

Use of horses owned by boarders for program purposes, whereby Concessionaire gives rent credit (reduced boarding rent) to the boarder for use of their private horse in Concessionaire's programs, activities, or events, shall be reported in the backup records required in 3.D.i and provided to City as required in Section 3.D. This record shall indicate the full rent due for the month less the rent credit (amount of reduced rent) given the boarder for the use of their horse during the month. For liability and security purposes the Concessionaire shall include language in the Concessionaire's boarding agreement whereby the boarder agrees to the use of their horse by Concessionaire and the specific rent credit (reduced amount of rent) the boarder shall receive by agreeing to the use of their horse. Use by the Concessionaire,

Concessionaire's trainers, or instructors, of a boarder's private horse without the express written permission of the boarder is prohibited and will be considered a violation of the Concession Lease Agreement with the City and subject to default action under the terms of the Concession Lease Agreement.

## 11. CITY'S USE OF BOARDING UNITS

The Concessionaire must permit up to two horses from the City's Public Safety Department, if needed, to be boarded at no cost to the City for the stalls if the Public Safety Department chooses. The Public Safety Department agrees to pay Concessionaire's cost, including labor, associated with the feeding and care of its horses as requested by them.

## 12. OTHER ACTIVITIES

Other or additional activities by Concessionaire shall require the prior written consent of City, which consent may be granted or withheld in City's sole discretion. Concessionaire shall comply with any and all present laws, general rules or regulations of City and any governmental authority now in force relating to sanitation or public health, safety or welfare and environmental matters relating to the condition, use or occupancy of the Premises during the Term. Such rules, regulations and policies of City may include, without limitation, containers for trash removal to aid in the control of rodents, flies, yellow jackets and other insects. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions within Concessionaire's responsibility. Concessionaire shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the public.

## 13. RESTRICTED SALES AND USES

- a. **Sales and Rentals.** City reserves the right to prohibit the sale, rental, or use by Concessionaire of any article or item which City regards as objectionable or beyond the scope of merchandise or equipment deemed necessary for proper services to the public or of inferior quality.
- b. **Containers.** Beverages in air-tight containers under pressure of carbonation sold from the Premises shall be marked for identification. Concessionaire and City shall from time to time review items sold and containers used or dispensed by Concessionaire; City prohibits the use of Styrofoam containers by Concessionaire (Muni Code 16.40.46, Ordinance No. 2305).
- c. **Waste Reduction.** City prohibits the sale or use of non-recyclable containers or plastics (Muni Code 16.31.39). No pull-top cans with removable tabs are to be used or sold by Concessionaire. City will provide



one (1) recycling container for cans and bottles. Concessionaire should manage all other various materials - beverage containers, mixed paper, cardboard, as well as green waste.

d. **Chemicals.** No pesticides, herbicides or fungicides may be used or sold by Concessionaire on the Premises that are not approved in writing by City in advance of proposed use or sale.

e. **Storage.** Concessionaire shall not store food, supplies, equipment or other items outside of a structure on the Premises, except as specifically approved in writing by City in advance of such storage.

f. **Private Vehicles.** Concessionaire's personnel may drive private vehicles into areas of the Park restricted to non-City vehicles only as required for loading and unloading items used to operate the Premises. Operation of such vehicles shall be subject to regulations established by City from time to time.

g. **Noise.** Concessionaire shall not install, use, or permit to be operated or used on the Premises any public address equipment, television equipment, juke box, radios, loudspeaker, or other equipment producing noises that can be heard outside the Premises, except as approved in writing by City in advance of such operation and use.

h. **Electric or Non-Petroleum Powered Equipment.** City policy is to replace all gas and diesel powered equipment used to maintain city property with clean energy powered equipment, such as electric, battery, hydrogen fuel cell, or other approved clean energy technology. Concessionaire shall make their best effort to comply with City policy. When Concessionaire replaces existing power equipment, it shall be replaced with clean power equipment, if available. If, in the City's opinion, the Concessionaire is not making a good faith effort to comply with City policy, the City may consider this a breach of the agreement and place the Concessionaire in default subject to Section 30.

**14. FACILITIES AND EQUIPMENT PROVIDED BY CITY**

Upon commencement of the Term, City shall provide the following:

- |                               |                             |                               |
|-------------------------------|-----------------------------|-------------------------------|
| 120 New Barn Box Stalls       | 22 Historic Barn Box Stalls | 24 Pipe Stalls                |
| One 125' x 250' lighted arena |                             | Two sets of lighted crossties |
| One 110' x 250' lighted arena |                             | Outside pipe crossties        |
| One 60' x 120' lighted arena  |                             | Two hitching posts            |
| Three turnouts                |                             | Six-horse wash racks          |

Historic residence and shed

City shall provide hookup for electrical, telephone, sewer, and potable water

service at the existing locations at no cost to Concessionaire; however, Concessionaire shall be responsible for payment of all utilities (Including, but not limited to electric, gas, water, solid waste removal) used at the Premises. Electrical service at these locations shall be 100 and 200 amp. Any future utility hookups deemed necessary by City in its sole discretion will be provided by the City.

**15. FACILITY RESIDENCE**

There is a historic residence, shed, and barn on the premises. During the term of this Agreement, Concessionaire or an employee of Concessionaire may occupy the residence provided by the City, for the purpose of providing management and security for the Premises. Such occupancy shall terminate upon termination of the term of this Agreement. Concessionaire is required to leave the residence in a clean and reasonable condition. If not, City shall have the right to bill the Concessionaire for excessive cleaning and repair of the residence. No person shall reside elsewhere on the premises without City's written permission.

If rent is collected by Concessionaire for occupancy by its employee of the residence, City shall have the authority to review and approve any such rental agreement, and this rent shall be included in gross receipts and fees shall be paid on this income. Concessionaire shall be required to ensure compliance with the terms of any rental agreement, including termination of any occupancy. Under no circumstances shall any tenant or occupant be permitted to continue to occupy the residence after the termination of this Concession Lease Agreement. Should any occupant refuse to vacate the residence upon notice of termination of tenancy, Concessionaire shall be required to immediately pursue eviction proceedings, including obtaining a writ of possession in unlawful detainer, at its sole cost. The residence, shed, and historic barn are local landmarks and must be kept in good condition. No demolition, alteration, or improvements can be made to the residence, shed, or historic barn without written permission of the City and approval pursuant to the City's Cultural Heritage Ordinance. Concessionaire shall follow the building maintenance standards in Exhibit D. All major maintenance and/or capital improvements to the historic residence, shed, and barn must be in compliance with all applicable local, state, and federal building and safety codes. City shall have the right to enter and inspect the residence by giving a minimum of 24 hours' notice to Concessionaire.

**16. FACILITIES AND EQUIPMENT PROVIDED BY CONCESSIONAIRE**

Concessionaire shall provide, at its own expense, other equipment, as needed, which equipment is not provided by City. This equipment will remain the property and responsibility of Concessionaire who shall obtain written approval of City prior to providing any other equipment that Concessionaire deems to be necessary for the good and proper operation of the recreation area. Concessionaire will pay for gas and electric, burglar alarms, garbage pickup, and water service.

**17. PROMOTION; SIGNS**

Concessionaire shall not display any signs whatsoever within Arroyo Seco Park or on the Premises without the prior written consent of the City. Application for such consent shall show in reasonable detail the type, character and size of any such sign Concessionaire desires to display. City agrees not to withhold nor delay approval of reasonable requests for signs.

Concessionaire shall maintain a website for San Pascual Stables that provides a link to the City of South Pasadena website, and City, upon approval of Concessionaire's website, shall provide a link on City website to San Pascual Stables website.

Concessionaire shall maintain one or more bulletin boards for posting notices, hours of operation, fees, safety regulations, information about activities on the Premises and may distribute pamphlets or brochures describing the services and activities available on the Premises. All promotional materials shall contain the reference "San Pascual Stables a CITY OF SOUTH PASADENA facility".

**18. PROTECTION OF PARK AND GENERAL PUBLIC USE**

It is recognized by Concessionaire that the premises are within a City Park, owned, operated and maintained by the City, as an essential part of its system for furnishing park and recreation opportunities for the inhabitants of the City. This site is located in the Arroyo Seco and is habitat for species of birds, mammals, and plants. Concessionaire agrees to cooperate with the City to protect lands of the City from destruction by erosion, fire or improper use, and to protect the flora and fauna within the Park, as well as the area assigned to Concessionaire and to protect the public at all times from hazards. The provisions of this Agreement shall at all times be considered in order to accomplish the above-mentioned objectives.

All Concessionaire-sponsored activities and participating individuals are subject to the provisions of the City of South Pasadena's codes and ordinances and Concessionaire agrees to abide by all rules and regulations therein. Accidents that occur on the Premises must be reported to the City and Public Safety within 24 hours.

Concessionaire is granted authority to develop, administer and regulate the activities of trainees and others using the Premises pursuant to posted rules and regulations governing use of the Premises and use of the adjoining parkland. All such rules and regulations must be approved in advance in writing by the Director of Community Services and shall not conflict with City Council policy and other rules and regulations established by City. City ordinances and rules and regulations shall take precedence. Concessionaire shall post all rules and instruct customers on the safe use of the concession.

In the case of abuse of the facility or unsafe actions on the part of any person(s), Concessionaire shall courteously and respectfully point out such abuse or unsafe

action and request that such person(s) refrain from so doing. Should such action persist or in the case of any dispute, the matter shall be promptly referred to the Director of Community Services or, in case of present danger, to a City Police Officer.

## 19. SAFETY

While City shall provide the normal level of public safety services to the Premises that it supplies to the adjacent and other parkland areas, Concessionaire shall be responsible for having adequately trained personnel on hand during hours of operation as required to perform foreseeable needs for maintaining an orderly operation, protecting visitors, on the Premises and providing emergency response in the event of accident or fire, including first-aid assistance on the Premises. Concessionaire agrees to instruct its personnel to use all reasonable efforts to notify City's Public Safety Department in the event of emergencies or other significant disturbances.

No Special Events will be conducted by Concessionaire without prior approval by the City. In order to insure the safety of the public, these safety precautions will be followed at all times:

- a. **Smoking**. Smoking will be strictly prohibited on the Premises and the surrounding area.
- b. **Reporting Accidents**. All injury accidents shall be reported to the Director of Community Services within 24 hours.
- c. **Fire Protection**. Concessionaire shall take all necessary precautions to prevent fire in or about the Premises, and Concessionaire shall carefully observe all rules of City relative to fire prevention. Concessionaire shall, at its expense, install and maintain such fire prevention and firefighting practices and equipment as may be specified or required by the City or any other agency having jurisdiction to regulate fire prevention measures at the Premises.
- d. **Hazardous Substances**. No goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises, other than as is provided for in this contract, and no machinery or apparatus shall be used or operated on said Premises which will, in any way injure said Premises or adjacent buildings. Gasoline and other flammable material shall be stored, handled, and used by Concessionaire as required by present or future regulations and laws.

Concessionaire represents and warrants to City that Concessionaire will not

generate, store, release or dispose of any hazardous materials on, under or about the Premises in violation of any hazardous substance laws (as defined below). Concessionaire shall indemnify, defend and hold City harmless from any costs, losses, claims, damages, penalties and liabilities arising from Concessionaire's generation, storage, release, or disposal of any hazardous materials on or about the Premises. The provisions of this section will survive the expiration or termination of this Agreement.

For purposes of this Agreement the term "Hazardous Materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances, including, but not limited to petroleum and petroleum by-products, by any law or statute now or after this date in effect in California; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

## **20. EMPLOYEES-PERSONNEL.**

All persons employed or utilized in connection with the operation of the Premises, including relatives, shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired so as to be recognizable as employees of Concessionaire, and in no event shall any such person be under the age of sixteen (16) years. If in the reasonable judgment of City, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, such person, including relatives, shall be discharged or reassigned to a non-City facility upon Concessionaire's receipt of written notice from City's Community Services Director to such. Concessionaire shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Premises to the extent reasonably required to ensure such standards of operation called for in this Agreement.

Concessionaire shall insure all employees who supervise minors meet the provisions of the Public Resources Code, Section 5164, Exhibit "F" which is attached hereto and made a part hereof, that Concessionaire will require employees or contractors that have direct supervision over or conduct programs with minors, to be fingerprinted.

## **21. SUGGESTIONS-GRIEVANCE COMPLAINT PROCEDURE**

Concessionaire agrees to install, maintain and operate the following suggestions-complaint procedure for the Concession. Concessionaire shall post and keep posted on the office reception room bulletin board the following notice:

**Suggestions - Complaint Procedure**

**“Any person desiring to present any suggestion or complaint concerning the operation or condition of the San Pascual Stables shall present same verbally to the Concession Manager. If satisfaction is not obtained, the suggestion or complaint shall be followed up in writing to the Concession Manager, with a copy to be mailed to the Director of Community Services, CITY OF SOUTH PASADENA, 1414 Mission Street, South Pasadena, CA 90130.”**

Subject to the provisions of the Agreement, both City and Concessionaire shall in good faith endeavor to respond positively and favorably to such suggestions and complaints.

**22. LICENSES**

Concessionaire shall, at its expense, obtain from time to time and shall be in possession of and display such licenses, permits or certificates issued by Federal, State or County authorities certifying that the business operations, equipment, facilities, products on sale and methods of preparing, serving and selling thereof all meet current health and sanitation regulations, as well as all necessary business licenses and permits.

**23. CONCESSIONAIRE'S MAINTENANCE OBLIGATION**

Concessionaire agrees to maintain any and all concession structures, facilities, improvements, and equipment on the Premises in good order and repair, at Concessionaire's cost and expense, during the entire term. Concessionaire shall perform, at Concessionaire's own expense, any required maintenance and repairs, including small structural maintenance. No reimbursement from the Capital Improvement Fund may be made for such required maintenance and repairs; other than for City-approved major maintenance and capital improvements as outlined in Exhibit B. Should Concessionaire fail, neglect or refuse to do so, the City shall have the right, but not the obligation, to perform such maintenance or repairs for the Concessionaire's account, and the Concessionaire agrees to promptly reimburse the City for the cost thereof, provided, however, that the City shall first give Concessionaire 30 days' written notice of its intention to perform such maintenance. City shall not be obligated to make any repairs to or maintain any improvements on the subject Premises unless otherwise required by this Agreement.

City reserves the right of entry for its employees and agents to inspect the Premises as deemed necessary by City, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the park in which the Premises are located. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust concession operations in such a manner that City may proceed

expeditiously.

Concessionaire expressly agrees, at its own cost and expense, to maintain and operate all of the Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any and all present and future laws, rules or regulations of any governmental authority now or in the future having jurisdiction over the Premises. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions.

a. **Repair and Replacement by City.** City shall have the obligation to repair or replace to the extent the damage or destruction is caused, after the effective date of this Agreement, by the sole negligence of City.

b. **Repair and Replacement by Concessionaire.** Concessionaire shall have the obligation to repair or replace to the extent damage or destruction is caused by Concessionaire, or to the extent insurance proceeds are received by Concessionaire (which shall be held in trust for such purposes), or to the extent that proceeds would have been obtained by Concessionaire if Concessionaire had been carrying the insurance required by this Agreement.

#### **24. CONCESSIONAIRE'S SPECIFIC ONGOING "REGULAR MAINTENANCE"**

In addition to the general maintenance required under Section 16 above, Concessionaire shall perform the following ongoing regular maintenance and repairs, improvements and programs in a prompt manner, without reimbursement from the Capital Improvement Fund (See Exhibit B):

- a. Keeping all signage on site up to date and in good condition so that it is easily readable and posted in plain sight locations where staff, customers, vendors, and visitors can easily observe the safety rules and policies of use at the facility.
- b. Establishing and maintaining a manure storage and removal program, where by no more than 80 cubic yards of manure may be on the premises at any time. Maintaining manure storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- c. Establishing and maintaining feed, stall chips, and hay storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- d. Cleaning waterers at least weekly, or more often, as necessary to prevent algae buildup and repairing waterers when needed.
- e. Twice daily cleaning of stalls and paddocks including manure removal, treating of urine spots with stall freshener, placement of sufficient ground

- shavings/chips, use of rodent bars, and maintaining the ground or flooring on a level basis.
- f. Shaping or re-sloping outside paddocks and barns for improved footing and drainage at least annually.
  - g. Clean and maintain food managers daily.
  - h. Replace burned out bulbs and repair light fixtures promptly as needed.
  - i. Clean restroom at least twice a day or more often as needed.
  - j. Mow and remove weeds from exterior of barns, paddocks, arenas, picnic areas, and perimeter of the premises so that the grounds are free from weeds and fire hazard conditions. Annually, prior to June 15th of each year, Concessionaire shall conduct hazardous fuel reduction up to 100 feet around all structures on site in compliance with State of California requirements specified in Public Resources Code 4291.
  - k. Maintenance of all landscaping and trees, to include trimming and replacement when needed subject to City's tree ordinance Chapter 34 of the South Pasadena Municipal Code.
  - l. Repair perimeter fencing as needed.
  - m. Monitor and control pest problems - pigeons, flies, etc. All pesticide use must be preapproved by the City's IPM coordinator.
  - n. Check all fire hoses regularly and outside water source for fire engines.
  - o. Monitor and repair plumbing as needed.
  - p. Keep all arenas well sprinkled to minimize dust.
  - q. Regular horse health checks (2-3x's/day).
  - r. Use of outdoor turnouts will be minimized during the rainy season (October 6 - April 15). Daily manure removal will be required for any turnout use during the rainy season.
  - s. Maintain storm drains in accordance with Regional Water Quality Control Board guidelines.
  - t. Keep all pathways through barns compacted and sprinkled to minimize dust.

## 25. CONCESSIONAIRE'S ALTERATIONS AND IMPROVEMENTS

At any time during the term hereof, Concessionaire shall have the right, subject to



prior written approval by City as hereinafter provided in **Exhibit B**, to construct alterations, additions and/or perform major maintenance or capital improvements to structures or fixed assets on the premises using the Capital Improvement Fund to pay for such expense. Whenever Concessionaire desires to perform major maintenance, as defined in **Exhibit B**, construct alterations to structures or fixed assets, or add additional permanent amenities to the premises, it shall prepare specifications and working drawings and submit them to City for approval, which approval shall not be unreasonably withheld, provided that the proposed work will be of high quality, compatible with the purposes described and compatible in finish, color, and design with the existing structures on the Premises and the Park environment.

Upon expiration or termination of this Agreement, any alterations or additions to the Premises or to any structures located thereon, and all fixtures, shall remain upon the Premises and be surrendered to and become the property of the City, except that thirty (30) day prior to expiration or termination of this Agreement, Concessionaire shall ascertain from the City whether the City desires to have any such alterations removed from the Premises or have the Premises or any portion thereof restored to their condition as of the date of this Agreement. If City so desires, Concessionaire shall remove or restore same before the end of the term at no cost to the City.

## **26. TITLE TO IMPROVEMENTS**

Concessionaire hereby acknowledges the title of City in and to the Premises described in this Agreement, including real property improvements existing or erected thereon, and hereby covenants and agrees never to assail, contest, or resist said title.

## **27. INDEMNITY**

Concessionaire hereby waives all claims and recourse against the City, including the right to contribution for loss of damage by reason of death or injury to persons or damages to property, whether the person or property of Concessionaire, its agents or employees, or third persons arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the sole negligence or sole willful misconduct of City, its officers, directors, agents, or employees.

The provisions of this paragraph shall survive the termination or expiration of this Agreement.

Concessionaire shall indemnify, hold harmless, and defend the City, and its officers, directors, agents and employees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations

whatsoever for or in connection with injury (including death) or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Concessionaire, including, but not limited to, Concessionaire's development, construction, occupation, use, operation, or maintenance of the concession, residence, Premises, or any facilities, including events occurring on or of the Premises or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of City, its officers, directors, agents, or employees.

Concessionaire shall require a signed waiver and release, on a form approved by the City, from any guest, invitee or person utilizing services provided by Concessionaire including by not limited to, any training, individual instruction for adults and youth, guided rental rides, community outreach programs targeted to city youth to provide horse related activities, facility rentals for horse shows, special events, birthday parties, filming, and other programs consistent with or complimentary to an equestrian center.

City shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. City shall have no responsibility to safeguard or protect the Concessionaire, or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

In the event a claim is made against City or City is named a co-defendant in any action, arising out of, or in any way related to activity conducted by Concessionaire, Concessionaire shall immediately notify City of such fact, and at City's option shall either retain legal counsel of City's choice to represent City in such action at Concessionaire's sole expense or reimburse City for City's litigation costs, expenses and attorney's fees in undertaking to represent itself.

In the event a claim is made against both City and Concessionaire for joint and several liability, notwithstanding any apportionment of liability between City and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify and hold harmless City as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of City, its officers, directors, agents, or employees.

## 28. INSURANCE

Concessionaire shall carry during the term of this Concession Lease Agreement, at its own cost and expense, the following insurance:

- a. **"All Risk"** property insurance of Concessionaire's property located at the Premises. City shall be named as "loss payee."
- b. **General Liability** (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and

Completed Operations, Personal Injury, and Owners and Contractors Protective Liability in an amount not less than \$2,000,000 per occurrence and at least \$4,000,000 in the aggregate which amount may be satisfied through an umbrella policy.

c. **Fire/Property Insurance** on all improvements and equipment on the Premise. Standard Fire Insurance with extended coverage and vandalism and malicious mischief endorsements thereon, on all improvements on the Premise in an amount equal to 90% of the full replacements cost thereof, and insuring the interests of the City and the Concessionaire as same shall appear. Concessionaire and City agree, to extent permissible, that they will waive their rights to subrogate fire damage. The policy shall contain a special endorsement that the City shall be the loss payee and such proceeds shall be disbursed and used to repair or rebuild and such improvements so damaged or destroyed (if such course of action is required by this Agreement).

d. **Automobile Liability** (Bodily Injury and Property Damage) extending to owned, non- owned and hired vehicles and including contractual liability covering all liability assumed under the License in an amount not less than \$1,000,000 per occurrence.

e. **Worker's Compensation** as required by law and Employer's Liability with limits of \$1,000,000 per occurrence. The insurer will waive all rights of subrogation against City, its officials, directors, employees, agents and volunteers.

f. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and are subject to approval by City.

g. **Other Insurance Provisions:** The policy is to contain, or be endorsed to contain, the following provisions:

- i. Concessionaire shall endorse City, its officials, directors, employees, agents and volunteers as additional insured in its General Liability and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to City, its officials, directors, employees, agents or volunteers.
- ii. Concessionaire's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to City, its officials, directors, employees, agents or volunteers.
- iii. All endorsements to policies shall be executed by an authorized representative of the insurer.

**h. All Coverages:**

- i. Each insurance policy required by this clause shall be endorsed to state that City will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.
- ii. Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A- or better.
- iii. Concessionaire shall furnish City with certificates of insurance and endorsements to the policies evidencing coverage required by this License prior to the start of operations at the Premises. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Concessionaire's insurer in its normal course of business and shall be received and approved by City prior to execution of this License by City. City reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Concessionaire shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

**29. WAIVER OF CLAIMS**

The Concessionaire hereby waives any claim against the City, its officers, directors, agents, or employees for damage or loss caused in connection with or as a result of any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof or as a result of any judgment or award in any suit or proceeding declaring this Agreement null, void or delaying the same or any part thereof from being carried out.

**30. WAIVER OF CONTRACT TERMS**

No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of City to re-enter the Premises or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein.

No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the City of any default. No option, right, power, remedy, or privilege of City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the City by this Agreement shall be deemed cumulative.

**31. NON-DISCRIMINATION**

The Concessionaire, its contractors, instructors, and members shall not discriminate because of sex, sexual orientation, race, religion, age, color, disability, or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. Nor shall the Concessionaire or Concessionaire's employees or members publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, sexual orientation, race, religion, age, color, disability, or national origin. In the performance of this contract, the Concessionaire will not discriminate against any applicant because of sex, sexual orientation, race, religion, age, color, disability, , national origin, or any other class protected by law.

**32. TAXES**

Concessionaire shall pay when due all taxes levied on personal property used or maintained upon the Premises and shall pay any possessory or use tax that may be levied in connection with use of the Premises, Concessionaire agreeing to indemnify and save City harmless from all taxes whatsoever arising out of or in any way connected to the operations conducted by Concessionaire upon the Premises.

**33. PAYMENT OF DEBTS - NO LIENS**

Concessionaire shall promptly pay all debts incurred by it for materials, supplies, equipment, merchandise or services used in or about or in connection with its business or operations, and the wages and salaries and payroll taxes of all employees employed thereon. Concessionaire shall permit no liens to be levied upon or to attach to any property used by it in the performance of this Agreement. Concessionaire shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by Concessionaire in the performance of this Agreement or upon Concessionaire's possessory interest therein, upon Concessionaire's business or activity conducted hereunder or Concessionaire's right to conduct same, or based upon the proceeds of such business or activity.

**34. ASSIGNMENT AND SUBLETTING**

Concessionaire shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Concessionaire's interest in the License or in the Premises, except as expressly permitted by the City pursuant to Paragraph 15 (Facility Residence).

**35. RIGHT OF ENTRY**

Concessionaire agrees that City and its agents may enter upon the

Premises at all reasonable times to inspect the same, and to fulfill any of the rights granted City under the terms of this Agreement, or otherwise to protect any of the rights of City and there shall be no liability against City for damages thereby sustained by Concessionaire nor shall Concessionaire be entitled to any abatement or reduction of rental herein by reason of the exercise by City of any such right herein reserved.

**36. CONFLICT OF INTEREST**

Concessionaire warrants and covenants that no official or employee of City nor any business entity in which an official or employee of City is interested; (1) has been employed or retained to solicit or aid in the procuring of this contract; (2) will be employed in the performance of this contract without the immediate divulgence of such fact to City. In the event City determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of City, Concessionaire, upon request of City, shall terminate such employment immediately. For breaches or violation of this paragraph, City shall have the right both to annul this contract without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

**37. CONCESSIONAIRE AS INDEPENDENT CONTRACTOR**

It is expressly agreed that under the lease to operate the facility granted by this Agreement, Concessionaire shall be an independent contractor, and is not an agent or employee of City. Except as otherwise expressly limited by other provisions of this Agreement, Concessionaire has and shall retain the right to exercise full control and supervision of the operation of the facility, and full control over the employment, direction, compensation and discharge of all persons assisting Concessionaire in the operation of the facility under this Agreement. Concessionaire shall be solely responsible for all matters, and shall be solely responsible for Concessionaire's own acts and those of subordinates and employees.

**38. NOTICES**

Any notices required or permitted to be given under this Agreement shall be certified mail and addressed to respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice in writing to either party. Such notices shall be deemed delivered at the time mailed.

**39. DEFAULT**

The occurrence of any one or more of the following events shall constitute a material default of this License by Concessionaire.

- a. The vacating or abandonment of the Premises by Concessionaire.

- b. The failure of Concessionaire to make any payment of concession lease fees, capital improvement fund fees, or any other payment required to be made by Concessionaire hereunder, upon 30 days written notice from City of non-payment.
- c. The failure of Concessionaire to submit the required monthly reports as listed in Section 3.D.i upon 30 days written notice from City of failure to submit required reports.
- d. The failure of Concessionaire to observe or perform all of the covenants, conditions or provisions of this lease to be observed or performed by Concessionaire, upon 30 days written notice from City to Concessionaire. If the nature of Concessionaire's default is such that more than thirty days are reasonably required for cure thereof, then Concessionaire shall not be in default if Concessionaire shall commence such cure within the thirty day period and thereafter diligently prosecutes such cure to completion.
- e. The failure of Concessionaire to comply with any written order or directives relating to the Premises from any governmental entity within the time set forth in such order and all applicable appeal rights have been exhausted.
- f. If any petition is filed by Concessionaire under any section or chapter of the federal Bankruptcy Code as it may be amended from time to time and such petition is not dismissed within ninety days after the filing thereof; if Concessionaire becomes insolvent or makes a transfer in fraud of creditors; if Concessionaire makes a general arrangement or general assignment for the benefit of creditors; if a receiver, custodian or trustee is appointed for any of the assets of Concessionaire located at the Premises and the appointment is not vacated within ninety days.
- g. The discovery by City that Concessionaire has provided the City with false financial information.

#### 40. REMEDIES

In the event of a material default by Concessionaire, City may:

- a. Terminate this Concession Lease Agreement in which case Concessionaire shall immediately surrender possession of the Premises to City.
- b. Take possession of the Premises as the agent and on account of Concessionaire, and if it so elects may lease or rent the whole or any part of the Premises for the balance or any part of the term of this lease

and retain any lease fees received and apply the same in payment on account of Concessionaire. The performance of any or all of said acts by City shall not release Concessionaire from the full and strict compliance with all of the terms, conditions and covenants of this lease on Concessionaire's part and Concessionaire shall pay any deficiency that may exist after deducting any lease fees received, if any.

- c. It is understood that the remedies herein provided for City in case of a violation of the terms of this lease by Concessionaire are not exclusive, but are in addition to the remedies provided by law or at equity, and any of which remedies City shall have the right to use at its option.

#### **41. HOLD OVER**

Any holding over after the expiration of the term of this Concession Lease Agreement, with the consent of City, shall be construed to be a rental from month to month on the same terms and conditions specified herein so far as applicable. City may terminate any hold over occupancy thirty (30) days written notice to Concessionaire.

#### **42. MODIFICATION OF AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent agree to modifications thereof or additions thereto in writing which are not forbidden by law. City shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

#### **43. ATTORNEYS' FEES**

Should either party bring any legal action or proceeding for the breach of any term, covenant or Condition of this Agreement, the Court shall award reasonable attorneys' fees to one or more of the parties therein based upon the degree to which each party prevails in such action or proceeding, as determined by the Court.

#### **44. ADVICE OF COUNSEL**

Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

#### **45. MISCELLANEOUS**

Headings are for convenience only and shall not be considered in the interpretation of this Agreement. This Agreement shall benefit and bind the successors and assigns of the respective parties hereto.



**44. ADVICE OF COUNSEL**

Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

**45. MISCELLANEOUS**

Headings are for convenience only and shall not be considered in the interpretation of this Agreement. This Agreement shall benefit and bind the successors and assigns of the respective parties hereto.

**46. ENTIRE AGREEMENT**

This Standard Concessionaire Lease Agreement constitutes the entire agreement between the parties regardless of any other representations that may have been made either orally or in writing.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day first herein above written.

“City”  
City of South Pasadena

“Concessionaire”  
Concessionaire

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Attest:**

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

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

**Approved as to form:**

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

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

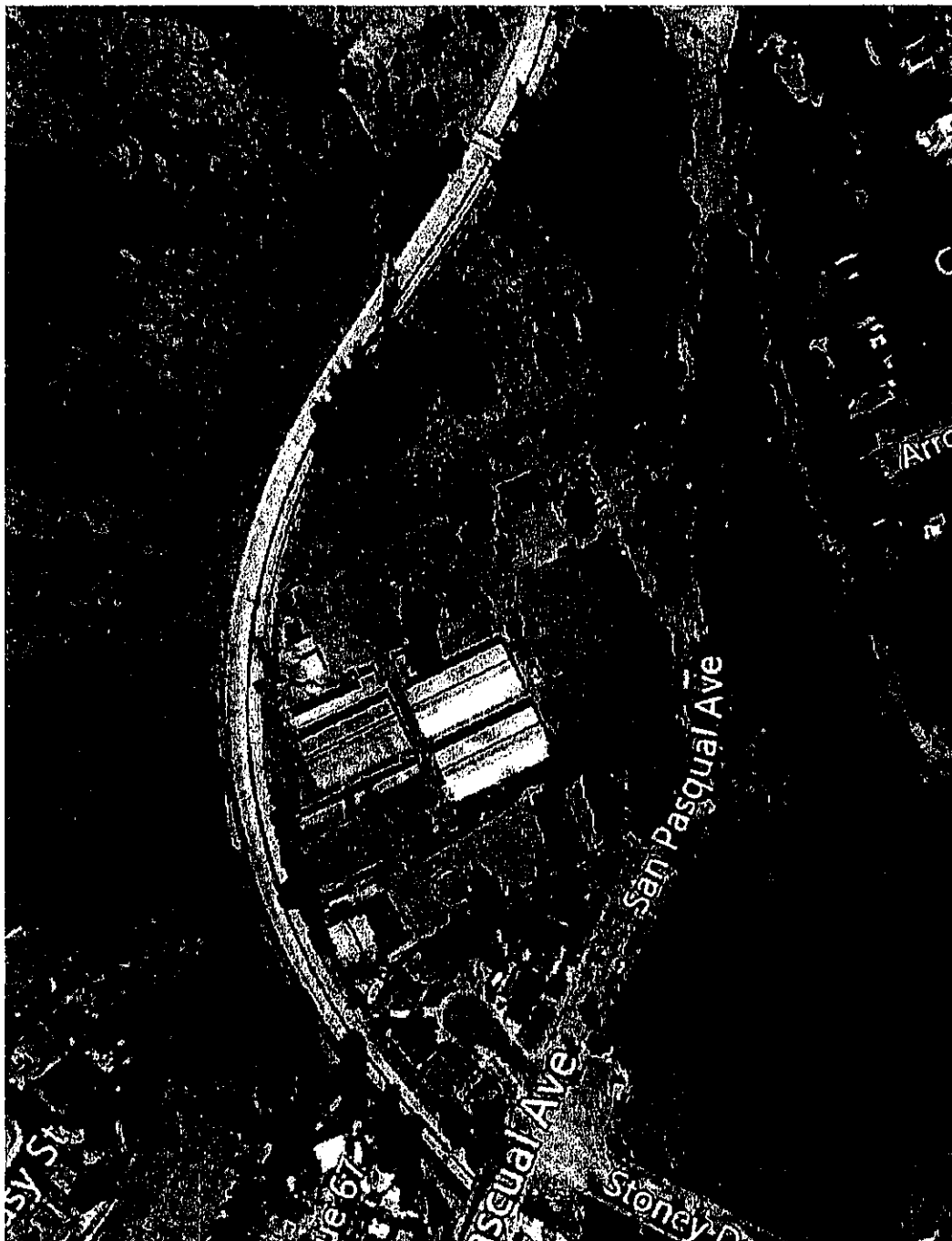


EXHIBIT A  
AERIAL MAP OF PREMISES

**EXHIBIT B****DEFINITION OF "REGULAR MAINTENANCE", "MAJOR MAINTENANCE", AND "CAPITAL IMPROVEMENTS TO STRUCTURES AND FIXED ASSETS"**

For purposes of determining what costs are eligible for reimbursement for the Capital Improvement Fund the following shall be the agreed definitions of what is "Regular Maintenance", "Major Maintenance", and "Capital Improvements to Structures and Fixed Assets". All regular maintenance costs are the responsibility of the Concessionaire and shall not be reimbursed from the Capital Improvement Fund. Major maintenance items may be considered by the City to be eligible for reimbursement from the Capital Improvement Fund if the City finds that the need for the "Major Maintenance" was not caused by neglect or failure of the Concessionaire to provide "Regular Maintenance", but rather from normal wear and tear, deterioration, natural disaster, or need to upgrade to meet new safety standards, and the cost is \$1,000 or more. All improvements in the "Capital Improvements to Structures and Fixed Assets" definition shall be eligible for reimbursement from the Capital Improvement Fund, as long as, the City gives its prior consent and approval for the improvement.

**REGULAR MAINTENANCE**

"Regular Maintenance" is defined as the costs necessary to maintain operations on the site in a safe and inviting condition and are those maintenance functions that are performed on a regular basis according to best practices in the industry. These functions include, but are not limited to, the following:

- Keeping all signage on site up to date and in good condition so that it is easily readable and posted in plain sight locations where staff, customers, vendors, and visitors can easily observe the safety rules and policies of use at the facility.
- Establishing and maintaining a manure storage and removal program, where by no more than 80 cubic yards of manure may be on the premises at any time. Maintaining manure storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- Establishing and maintaining feed, stall chips, and hay storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- Cleaning waterers at least weekly, or more often, as necessary to prevent algae buildup and repairing waterers when needed.
- Twice daily cleaning of stalls and paddocks including manure removal, treating of urine spots with stall freshener, placement of sufficient ground chips, use of rodent bars, and maintaining level of the ground.
- Shaping or re-sloping outside paddocks and barns for improved footing and drainage at least annually.
- Clean and maintain food and water managers as required.
- Replace burned out bulbs and repair light fixtures promptly as needed.

- Clean restroom at least twice a day or more often as needed.
- Mow and remove weeds from exterior of barns, paddocks, arenas, picnic areas, and perimeter of the premises so that the grounds are free from weeds and fire hazard conditions. Annually, prior to June 15<sup>th</sup> of each year, Concessionaire shall conduct hazardous fuel reduction up to 100 feet around all structures on site in compliance with State of California requirements specified in Public Resources Code 4291.
- Maintenance of all landscaping and trees, to include trimming and replacement when needed. In compliance with Chapter 34, South Pasadena Municipal Code - the City's tree ordinance.
- Repair perimeter fencing as needed.
- Monitor and control pest problems - pigeons, flies, etc. All pesticide use must be preapproved by the City's IPM coordinator.
- Check all fire hoses regularly and outside water source for fire engines.
- Monitor and repair plumbing as needed.
- Keep all arenas well sprinkled to minimize dust.
- Regular horse health checks (2-3x's/day).
- Use of outdoor turnouts will be minimized during the rainy season (October 6 - April 15). Daily manure removal will be required for any turnout use during the rainy season.
- Maintain storm drains in accordance with Regional Water Quality Control Board guidelines.
- Keep all pathways through barns compacted and sprinkled to minimize dust.
- Use of all electric leaf blowers, weed whacker, trimmer, edger, hedger and mowers with the exception of tractors.

### **MAJOR MAINTENANCE**

"Major Maintenance" is defined as the costs necessary to perform tasks above and beyond those of the "Regular Maintenance" required tasks to ensure safe operations on the site and meet the boarding or programming demand for the facility. These tasks are those major repairs or replacements that are needed to be performed on a periodic basis due to deterioration, obsolescence, safety reasons, or changes in City, County, or State codes. "Major Maintenance" tasks must cost a minimum of \$1,000, be preapproved by the City, and be made to structures or fixed assets on the premises. "Major Maintenance" items may include, but are not limited to, the following:

- Roof repair
- Arena, turnout, and paddock piping replacement
- Manure and Feed Storage Bin replacement

- Storm damage repair
- Grading and water collection structures required by code
- Barn remodel
- Residence remodel
- Parking lot resurfacing and restriping
- Arena lighting replacement
- Security lighting repair or replacement
- Shade structure replacement
- Major tree replacement
- Perimeter fence replacement
- Repair or replacement of concrete slabs
- Major utility upgrades

**CAPITAL IMPROVEMENTS TO STRUCTURES OR FIXED ASSETS**

Capital improvements to structures or fixed assets is defined as alterations, additions, or replacement of the permanent amenities fixed to the premises.

The following categories of capital improvements may receive reimbursement from the Capital Improvement Fund with City's prior consent:

1. Alteration or expansion of existing arenas or adding additional arenas
2. Adding additional barn or paddock space on the premises.
3. Complete replacement and installation of automatic horse watering equipment and new feeding devices.
4. Upgrading or additional boarder convenience facilities.
5. Construction of new facilities on the premises approved by the City.
6. New or additional fire protection system.
7. New or additional Arena lighting.
8. Security Lighting and Video Surveillance
9. Parking Lot expansion
10. Access and Right-of-Way Improvements

Additional major maintenance categories or capital improvement to structures or fixed assets categories, may be recommended by Concessionaire or the City and established only upon City's written authorization in City's sole discretion.

All new acquired fixed assets that will become property of the City must be placed on an inventory list and a City identification number affixed, if possible. This will be the responsibility of the City.

Major Maintenance and Capital improvements to the historical house, shed, and barn shall be in accordance with the City's Cultural Heritage Ordinance Chapter 2, Administration, Article IV.H. Concessionaire shall provide City with a monthly Capital Improvement Status Report detailing Major Maintenance and/or Capital Improvements worked on during the month and status of completion timeline.

**EXHIBIT C**  
**BOARDER AGREEMENT**

(To be provided by Concessionaire)



**EXHIBIT D**

**STABLE OPERATIONS FACILITY MAINTENANCE GUIDELINES**

Concessionaire will place a high priority on keeping its structures and public facilities well maintained and available to serve its customers and visitors.

Concessionaire will also view the stable infrastructure as a significant part of the public trust that must be properly maintained and operated to ensure a long and useful service.

Subject to the provisions in Exhibit B, Concessionaire shall maintain the premises according to the following standard guidelines:

**BARN BUILDING/STRUCTURES GENERAL GUIDELINES**

1. Siding is not cracked, broken, loose, rotted or missing sections.
2. Siding or other wood is not in direct contact with soil and no vines or plant material will be allowed to grow near thus discouraging rot, loosening damage, and infestation by insects.
3. Stucco and masonry walls are free of chips, cracks, and efflorescence.
4. Paint does not exhibit signs of peeling, flaking, or blistering.

**ROOF GUIDELINES**

1. Surface is free from debris and overhanging tree branches and will remain structurally sound with no sagging beams or decks.
2. Decking is free of water intrusion, especially around roof vents and skylights.
3. Eaves are kept straight and rafter tails free of rot.
4. Roof is free from displacement, warping and moss.
5. Deteriorating or curling composition shingles will be replaced as well as loose, damaged, or missing wood shingles.
6. Flat surfaces are free of ponding, blistering or splitting.
7. Flashings are kept fastened, caulked and free of corrosion.
8. Gutters and downspouts are kept fastened and free of debris and corrosion.

**FOUNDATION GUIDELINES**

1. Structurally sound with no excessive cracking or bowing.
2. Walls are free of termite shelter tubes.
3. Sill plates are anchored to foundation for earthquake safety and are free of rot or insect infestation.
4. Area is clear of debris that would attract wood-destroying insects and pathogens.
5. Foundation is free of differential settlement or displacement.
6. Concrete pads are level, well drained and free of excessive cracks.

7. Crawl space entrances are operable and screened.
8. Foundation is adequately vented for proper air circulation.

**FRAMING GUIDELINES**

1. Wood is plumb and free of termites, insect damage and rot.
2. Steel beams and columns are free of rust and corrosion
3. Joists and girders are free of rot, deterioration and sagging.

**DESIGN COLOR CONTROL GUIDELINES**

1. Color control of all structures should be consistent with the original design concept.
2. The colors applied in the construction of new facilities, and in their maintenance thereafter, are approved by the City.
3. Buildings and structures should use only City-approved standard colors.

**BUILDING INTERIORS GENERAL GUIDELINES**

1. Free of damage attributable to accumulated moisture.
2. Clean and free of evidence of vandalism, unnecessary markings, excessive dirt, etc.

**WALLS AND WALL COVERINGS GUIDELINES**

1. Clean, dry and free from moisture damage.
2. Free from graffiti or markings and paint is free of cracking or peeling.

**DOOR AND WINDOW GUIDELINES**

1. Hung correctly and operable.
2. Equipped with necessary locking devices for security.
3. Caulked and free film cracks, chips, or missing sections.

**FLOOR GUIDELINES**

1. Structurally sound with no signs of displacement or sagging
2. Free from surface deterioration, excessive wear or safety hazards.

**FURNISHING GUIDELINES**

1. Safe, serviceable, and usable.
2. Clean and compatible and appropriate to their surroundings.

**ELECTRICAL SYSTEM GUIDELINES**

SYSTEM	GUIDELINES
Wiring	<ol style="list-style-type: none"> <li>1. Electrical code compliant, insulation not frayed or damaged, and no open splices.</li> <li>2. Panel box has ample service, correctly sized fuses, or circuit breakers, and is properly grounded.</li> <li>3. Panels are accessible, obstruction free, and properly labeled.</li> </ol>
Fixtures, Lamps, and Appliances	<ol style="list-style-type: none"> <li>1. Contain the proper size elements (wattage) and operate properly.</li> <li>2. Fixtures are appropriate for use and secure.</li> </ol>
Outlets	<ol style="list-style-type: none"> <li>1. Not overloaded for rated carrying capacity.</li> <li>2. Have cover plates.</li> <li>3. Outlets in bathroom areas or areas directly adjacent to sinks should have ground-fault circuit protection.</li> </ol>
Motors and Electrical Equipment	<ol style="list-style-type: none"> <li>1. Clean and operating within designed temperature and pressure settings.</li> </ol>

**PLUMBING SYSTEM GUIDELINES**

Licensee shall promptly notify director of Community Services of emergencies and work requests.

1. Piping free from corrosion and leaks.
2. Fixtures functioning correctly and free from leaks.
3. Porcelain/ enamel fixture surfaces smoothed and free from chipping.
4. Drain, waste, and vents have tight fittings and free from odors.
5. Clean outs accessible with locations mapped.
6. Water heaters strapped, wrapped, and free of leaks, including pressure relief valves.

**HVAC SYSTEM GUIDELINES**

Maintained by Licensee.

1. Components inspected annually.
2. Filters changed at least annually.
3. No signs of leakage through ducts, vents, or roof penetrations.
4. Thermostats set for maximum energy efficiency and fully operational.

**EXHIBIT E**  
**MANURE MANAGEMENT PLAN**

(To be supplied by Concessionaire)

## EXHIBIT F

### SB 5164

- (1) A county or city or city and county or special City shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special City operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).
- (2) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.
- (3) Any felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.
- (4) Any felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.
- (5) To give effect to this section, a county or city or special city shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special City shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.
- (6) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

**EXHIBIT G**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The City shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the City Council finds that special circumstances exist which justify the approval of such contract:

1. Employees of the City or of public agencies for which the City Council is the governing body;
2. Profit-making firms or businesses in which employees described in number one serve as officers, principles , partners , or major shareholders ;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principles, partners, or major shareholders.

Contracts submitted to the City Council for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer Official Title

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date

**EXHIBIT H  
PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY  
CERTIFICATION**

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**PROPOSER'S CERTIFICATION**

1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment. Check One  Yes  No
2. The Proposer periodically conducts a self-analysis or utilization analysis of its work force. Check One  Yes  No
3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups. Check One  Yes  No
4. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action, which includes the establishment of goals and timetables. Check One  Yes  No

Signature \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT I

EMERGENCY CONTACT INFORMATION

SITE MANAGER NAME \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL:

BARN MANAGER NAME \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL:

SECURITY NAME \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL:

ACCOUNTANT NAME \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL:

INSURANCE NAME \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL:



# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
FROM: Sergio Gonzalez, City Manager *SG*  
SUBJECT: **Authorize the City Manager to Terminate the Shared Command Staff Service Agreement with the Cities of San Gabriel and San Marino and Direct the City Manager to Negotiate a Cooperative Agreement with the City of San Marino for the Sharing of Fire Department Command Staff**

### Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to terminate the Tri-City Shared Command Staff Service Agreement (Tri-City Agreement); and
2. Direct the City Manager to request a waiver of the six month notice; and
3. Direct the City Manager to negotiate a Cooperative Agreement with the City of San Marino for the Sharing of Fire Department Command Staff.

### Fiscal Impact

It is projected that terminating the existing Tri-City Agreement will result in an annual savings of \$47,500. Projected savings is based on comparing Fiscal Year (FY) 2016-17 Tri-City Agreement costs to that of the projected FY 2017-18 costs of a Cooperative Agreement with the City of San Marino.

Command Staff Cost Comparison between FY 2016-17 Tri-City Command Staff costs (budgeted) and FY 2017-18 Cooperative Agreement with San Marino (projected)

City	2016-17 Tri-City Command Staff (budgeted)	2017-18 Cooperative Agreement with San Marino (projected)
South Pasadena	\$663,700	\$616,200
Total Projected Savings		\$47,500

### Commission Review and Recommendation

This matter was not reviewed by a Commission.

### **Background**

On March 5, 2014, the Cities of South Pasadena, San Marino, and San Gabriel entered into a Cooperative Service Agreement (Agreement) for the sharing of Fire Department Command Staff. At the time the Agreement was signed, all three agencies whom recognized the opportunity and the possible benefits of sharing these services. The goal of the Agreement was to:

- Continue to provide the highest level of customer service to our citizens;
- Eliminate duplicated efforts;
- Enhance fire and paramedic service delivery while reducing costs;
- Foster an attitude of teamwork and camaraderie through mutual training and hiring;
- Maintain local control and preserve community specific identity and responsiveness; and
- Develop a consistent and effective management structure that promotes positive synergy; at all levels of the organization

The organizational structure of the Agreement consists of one (1) Fire Chief, Three (3) Deputy Chiefs, and three (3) Division Chiefs. In the three years that the Agreement has been in effect, there have been a total of four Fire Chiefs. Currently, there are three vacant Command Staff positions due to two retirements and one resignation.

The Agreement specified that all three Cities would evaluate the effectiveness of the Agreement at the three year mark. During this three year review, members of the Command Staff have identified several concerns as to the effectiveness and sustainability of the Agreement. The Command Staff and the three City Managers met to discuss these concerns earlier this year. Members of the Command Staff as well as all three Fire Associations share the same concerns. One of the main concerns identified is in the area of recruitment/succession planning. In an attempt to eliminate duplicated efforts, the three Cities have participated in joint entry-level testing. The result has been the inability to attract/retain quality employees. This is evident by the fact that the City of South Pasadena currently has four vacancies in the Fire Department. In addition to the four vacancies, there are two scheduled retirements within the next fiscal year. The current shared recruitment process is not providing enough quality candidates to keep up with the current vacancies. These vacancies represent 30% of the South Pasadena Fire Department's workforce.

Other areas of concern include the fact that the Agreement has not facilitated the elimination of duplicated efforts nor has it fostered an effective management structure that promotes positive synergy.

The professionalism of our fire personnel have ensured that we have achieved our goal of uncompromising customer service to our citizens. Unfortunately, the Agreement has failed to meet several critical goals/objectives. This has caused a lack of buy-in from the fire suppression personnel as well as the tenured members of the Command Staff. Arguably, the most important factor to the success of the Agreement is the support from our fire suppression personnel. All three Firefighter Associations are in support of the decision to terminate the Agreement.

**Analysis**

The South Pasadena, San Marino, and San Gabriel Fire Departments operate under a Joint Response Agreement facilitated by the Verdugo Fire Communications Center, known as Unified Response. Currently, there are 13 agencies participating in Unified Response which include the Cities of Glendale, Burbank, Pasadena, South Pasadena, San Marino, Alhambra, San Gabriel, Monterey Park, Arcadia, Sierra Madre, Monrovia, Montebello, and Vernon. The Joint Response Agreement allows for participating agencies to receive automatic aid from neighboring jurisdictions should an incident exceed the capabilities of the home agency. Terminating the Tri-City Shared Service Agreement and entering into a Cooperative Agreement with the City of San Marino would not impact the City's participation in Unified Response.

Terminating the Tri-City Shared Service Agreement and entering into a Cooperative Agreement with the City of San Marino will enable the Fire Department to continue providing the highest level of customer service to our citizens. It will also result in a reduced cost to the City. The proposed Cooperative Agreement identifies each City having its own Fire Chief and Division Chief. The cost of the third Division Chief would be shared by both agencies.

This organizational structure will allow the Fire Department to focus on preserving community specific identity and responsiveness. It will also facilitate new recruitment tactics to address the shortfall in current staffing levels. A Cooperative Agreement with the City of San Marino is a long term plan that will allow the Fire Department to build Esprit De Corps, Promote Positive Synergy, and continue providing uncompromising customer service to our citizens.

Staff will present to the City of South Pasadena City Council, for consideration, a Cooperative Agreement with the City of San Marino upon termination of the Tri-City Agreement.

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

Attachment: Tri-City Shared Command Staff Agreement

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**ATTACHMENT 1**  
**Tri-City Shared Command Staff Agreement**

**COOPERATIVE AGREEMENT AMONG THE CITIES OF SAN GABRIEL, SAN MARINO AND  
SOUTH PASADENA FOR THE SHARING OF FIRE DEPARTMENT COMMAND STAFF**

**THIS AGREEMENT** is made and entered into this 10th day of March 2014 ("Effective Date"), by and between the CITY OF SAN GABRIEL, a municipal corporation, hereinafter referred to as "San Gabriel," the CITY OF SAN MARINO, a municipal corporation, hereinafter referred to as "San Marino," and the CITY OF SOUTH PASADENA, a municipal corporation, hereinafter referred to as "South Pasadena." San Gabriel, San Marino and South Pasadena may be referred to in this Agreement individually as a "City" or "Party" and jointly as "Cities" or "Parties".

**RECITALS:**

**WHEREAS**, the Cities each maintain their own all-risk municipal fire departments; and

**WHEREAS**, the Cities have been discussing the possibility of combining their respective fire department command structures into a single shared administrative unit in order to take advantage of fiscal and operational efficiencies, while maintaining the existing service levels to all three communities; and

**WHEREAS**, the Cities now wish to share their fire department command resources to enhance service capabilities, promote efficiency, and preserve seamless response among the three Cities.

**NOW, THEREFORE, San Gabriel, San Marino and South Pasadena agree as follows:**

**A. Terms**

1. **Term and Termination:** The term of this Agreement shall commence on the Effective Date set forth above and continue until terminated by the Parties. Any Party may terminate this Agreement without cause by providing not less than six (6) months prior written notice of its intent to terminate. This Agreement may be terminated at any time upon agreement of all Parties.
2. **Periodic Evaluation:** In every third year following the effective date of this Agreement, the City Managers of the respective Cities shall prepare a written evaluation concerning the operation of this

Agreement, which may include any recommendations that the Parties would make to improve operations. Said report shall be provided to the City Council of each City for consideration by February 1<sup>st</sup> of every third year. A City may update its own City Council more frequently if it so desires.

**B. Shared Command Positions**

1. The Parties agree to share the following fire department command positions (“Shared Command Positions”) subject to the implementation timeline, terms, and conditions contained in this Agreement:

Position	Total No. of Positions	San Gabriel Positions	San Marino Positions	South Pasadena Positions
Fire Chief	1		1	
Chief Officer Positions	6	3	2	1
Total	7	3	3	1

The Parties desire to accomplish the implementation of the Shared Command Positions without any layoffs, demotions, or loss of pay to the affected employees of the three fire departments.

2. The San Marino Fire Chief will assume command of all three fire departments upon the Effective Date of this Agreement.
3. Currently, there are a total of six (6) Shared Command Positions other than the Fire Chief among the three Cities (“Chief Officer Positions”): Three (3) in San Gabriel, two (2) in San Marino, and one (1) in South Pasadena. Upon the Effective Date of this Agreement, the management, administrative, and command duties of all three fire departments will be distributed amongst these Chief Officer Positions so that a highly efficient and effective team will be created. The resulting organizational structure will include three (3) Deputy Chief positions, one each for Operations / Administration, Fire Prevention / Public Relations, and Training / Emergency Medical Services / Disaster Preparedness; and three (3) Division Chief positions that will be responsible for 24-hour emergency response in addition to their assigned administrative duties.

4. The Fire Chief, in consultation with the City Managers of all three Cities, will have sole discretion in the assignment of positions and responsibilities within the shared command structure of the three fire departments.
5. Nothing in this Agreement shall alter the employment status of those employees serving in the Shared Command Positions (“Shared Command Staff”), in that employees of San Gabriel, San Marino and South Pasadena shall remain solely employed by their respective Cities, and shall not be deemed employees of any other City.
6. In the event that any Shared Command Position becomes permanently vacant during the term of this Agreement, the Fire Chief, in consultation with the City Managers from San Gabriel, San Marino and South Pasadena, unless it is the Fire Chief position that is vacant, will determine how that position will be filled with an effort to ensure representation from all Cities. In the event the position of Fire Chief becomes permanently vacant during the term of this Agreement, the City Managers shall jointly determine how the position will be filled.

**C. Governance**

1. The San Gabriel, San Marino and South Pasadena City Councils will retain all policy-making authority for their respective cities, including approval of the annual budget for their fire departments.
2. The Fire Chief shall serve as the Fire Chief to each City and shall have all the power and authority that is vested in that position, as defined by each City in its municipal code and/or rules, regulations, and policies.
3. The Fire Chief shall report to his or her respective City Manager, who shall communicate with the other City Managers and meet, as appropriate, to provide direction, supervision and evaluation of the Fire Chief.
4. The Fire Chief and Shared Command Staff shall provide direction and supervision for the San Gabriel, San Marino and South Pasadena Fire Departments and all personnel within said Departments.



#### **D. Policies and Procedures**

1. Each City shall retain the current personnel and operational policies and procedures contained in its respective fire department policy manual, memorandums of understanding (MOU's), and personnel rules. The Cities will cooperate in the consolidation of their policies, where feasible, and subject to compliance with any meet-and-confer obligations under the Meyers-Milias-Brown Act (MMBA).
2. Each City shall retain sole discretion over its fire department station and company configurations and deployment strategies. The Fire Chief may recommend operational modifications to each City; however, each City shall have the authority to make its own future budget and deployment decisions during the term of this Agreement, including, but not limited to the use of apprentice firefighters, redeployment of personnel, and the use or non-use of overtime to achieve savings.
3. As part of this Agreement, each City agrees to retain its current contract with the Verdugo Fire Communications Center, which shall continue to dispatch each City's respective fire units using existing policies, protocols, and contracts.
4. The Fire Chief and all Shared Command Staff shall comply with all policies and procedures for all three fire departments under their command.
5. The final authority for determination of merit increases, promotion, and discipline of Shared Command Staff and other employee relation matters incident to the performance of services by the Shared Command Staff shall remain with the employing City.
6. Any and all property acquired under and pursuant to this Agreement by any City, whether by government grant funds or otherwise, shall be and at all times remain the property of that City without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing.
7. The Fire Chief and all other Shared Command Staff shall establish and maintain office hours in all three Cities sufficient to maintain an adequate presence and connection to all three fire departments and Cities, as well as to maintain proper communications with and supervision of each City's sworn and civilian staff.
8. The Fire Chief will make every effort to attend the City Council meetings of all three Cities, schedule permitting. In the event that the San Gabriel, San Marino and South Pasadena meeting

dates conflict, the Fire Chief will rotate attendance among the Cities and may assign one or more Chief Officers to provide representation at a City Council meeting that the Fire Chief is not attending.

9. The Fire Chief will make every effort to attend and participate in the weekly staff meetings, and other management staff functions of all three Cities, schedule permitting. In the event of meeting conflicts, the Fire Chief will rotate attendance among the Cities and may assign one or more Chief Officers to attend any meeting that the Fire Chief is not attending.

**E. Salaries and Benefits**

1. The Cities recognize that the salaries and benefits for the Shared Command Positions differ among the three fire departments. San Gabriel, San Marino, and South Pasadena will retain sole discretion over the salary and benefit schedules for their respective employees during the term of this Agreement.

**F. Shared Costs of Services**

1. San Gabriel, San Marino and South Pasadena shall proportionately divide the mutually agreed upon shared costs of services for the Shared Command Staff. For the purpose of this Agreement, San Gabriel's proportionate share shall be 40%, San Marino's proportionate share shall be 30%, and South Pasadena's proportionate share shall be 30% for all costs related to the employment of the Fire Chief and the Shared Command Staff.
2. Each City shall pay its own employees in the shared command positions through its normal payroll process. Additionally, each City shall provide benefits and training to its own employees in the shared command positions through its normal processes.
3. Only those costs related to positions that are a part of the shared command structure shall be shared costs for services under this Agreement.
4. On a quarterly basis, commencing July 1<sup>st</sup>, 2014, each City shall itemize its shared costs as defined in Section F, paragraph 5, below, and shall provide to the other Cities the itemization of costs and

invoices for the appropriate proportionate share of the shared costs of services. Each City shall provide payment of the invoiced amount within thirty (30) calendar days of receipt of the invoice.

5. The shared costs of service shall include the following:

- i) Salary costs including straight time and overtime earned by employees in the Shared Command Positions during the quarter. Salary costs shall include: regular salary, special assignment pay, administrative leave, vacation leave, holiday pay, premium pay, uniform allowance, sick leave, longevity pay, and other personnel costs agreed to by the Cities.
  - ii) Conversion of compensatory time, sick leave, or vacation leave to cash for those hours earned during the term of this Agreement, subject to personnel rules applicable to each Party.
  - iii) Payment to CalPERS and Medicare for service time provided by employees in the shared command positions during the quarter.
  - iv) City cafeteria plan contributions or premium payments for medical insurance, dental insurance, vision insurance, long-term disability insurance, life and accidental death or disability insurance and employee assistance coverage afforded to employees in the shared command positions during the quarter.
  - v) City costs for memberships, conferences, seminars, and training of employees in the shared command positions.
  - vi) Vehicle maintenance and operation costs for city owned vehicles assigned to employees in the Shared Command Positions. Applicable IRS rate will apply with the appropriate conversion factor:
    - (a) Staff vehicles at twice the IRS rate (Fire Chief and Deputy Chiefs)
    - (b) Command vehicles at thrice the IRS rate (24hr Emergency Response)
  - vii) Payments made to employees to reimburse approved education or tuition expenses.
  - viii) General liability and worker's compensation insurance coverage costs.
6. The shared costs of services shall exclude:
- i) City contributions to Retirement Health Savings Plans and wellness programs.
  - ii) Payments made to employees as monthly vehicle allowances.

7. If any shared costs of services are reimbursed from another source, such reimbursement shall be credited to all three Cities based on the agreed proportionate shares set forth in Section F, paragraph 1, above.
8. By March 1<sup>st</sup> of each year this Agreement is in effect, the Fire Chief will provide to the City Manager of each City a projected budget of the shared costs of services, as set forth in this Agreement, for the next fiscal year. This proposed budget shall be prepared in consultation with the Finance Director of each City.
9. Any City may request a comprehensive year-end audit to verify the validity of all billings for services to be shared by the Cities. The cost for the audit shall be shared equally among the Cities. A copy of the audit shall be provided to each City.
10. The City Managers of each City shall all come together, in person or otherwise, no less than every six months to discuss the performance of this Agreement.

**G. Liability and Insurance Provisions**

1. Each City shall obtain and maintain workers compensation coverage for all of its own employees serving in the Shared Command Positions. Such coverage shall encompass the entire scope of duties of each employee to be performed hereunder, including shared services to be performed by any employee, as required by this Agreement. It is the intent of the Parties that all three Cities secure workers compensation coverage pursuant to Labor Code Section 3602(d). Each City may self-insure to these limits of coverage. Notwithstanding the provisions of Section G, Paragraph 5, below, each City shall indemnify, defend, and hold harmless each other City regarding any claims or suits by the first City's employees for injuries arising from the performance of services under this Agreement.
2. Each City shall obtain and maintain insurance coverage to replace or repair its own fire department equipment and facilities. Such insurance coverage shall be maintained in accordance with each City's own policies and procedures, and no City shall be responsible for any property loss of another City. Each City may self-insure to satisfy the requirements of this subsection.

3. Each City shall maintain automobile liability coverage and comprehensive general liability insurance, including employment practices coverage, in a mutually acceptable form, covering all services provided pursuant to this Agreement, with applicable single limits of at least \$20,000,000 per occurrence, which policy(ies) shall name the other Cities, and their respective elected officials, officers, employees and volunteers, as additional insureds. Each City may self-insure to satisfy the requirements of this subsection.
4. Upon request, each City shall provide the other with evidence of coverage to fulfill its insurance obligations under this Agreement, and shall promptly notify each other City of any change of coverage, terms, limits or providers. Each City waives the right of subrogation against the other Cities.
5. To the fullest extent permitted by law, each City ("Indemnifying Party") expressly agrees to defend, indemnify and hold harmless the other Cities and their respective elected officials, officers, agents, employees, and volunteers ("Indemnified Party or Parties") from any and all liability, loss or damage that the Indemnified Party or Parties may suffer as a result of claims, demands, actions, or damages to any and all persons or property, or costs or judgments against the Indemnified Party or Parties which result from, arise out of, or are in any way connected to the acts or omissions of the Indemnifying Party, its elected officials, officers, employees, or volunteers, in the performance of this Agreement.
6. Each City shall promptly notify the other Cities of any and all claims or actions for which it seeks indemnification, defense and/or liability insurance coverage pursuant to this Agreement. The provisions of Section G, paragraph 5, above, shall survive the termination or expiration of this Agreement.

#### **H. Representatives' Authority; Notices.**

1. Each Party's representative for purposes of administration of this Agreement, including provision of consent or approval where permitted or required, shall be its City Manager and/or designee thereof. The Parties recognize that from time to time, it may be necessary to amend the operational specifics authorized by this Agreement.

2. Any notice required or permitted to be given or served pursuant to this Agreement, shall be effected by personally delivery of the same, as follows:

**To San Gabriel:**

City of San Gabriel

425 S. Mission Drive, San Gabriel, CA 91776

Attention: City Manager

**To South Pasadena:**

City of South Pasadena

1414 Mission Street, South Pasadena, CA 91030

Attention: City Manager

**To San Marino:**

City of San Marino

2200 Huntington Drive, San Marino, CA 91108

Attention: City Manager

3. Service of the notice shall be effective immediately upon delivery during normal business hours. The foregoing addresses for notice may be modified by any Party giving written notice of such modification to the other Party calling specific attention to this Agreement.

**I. Employment Relationship with Parties**

1. No officer or employee of any City shall for any purpose be deemed to be an employee of the others, and no officer or employee of any City shall be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided to the other Cities' officers or employees. No officer or employee of any City shall have any power to incur any debt, obligation, or liability on behalf of the other Cities or otherwise act on behalf of the other Cities as an agent, except to the extent expressly provided herein.

## J. General Provisions.

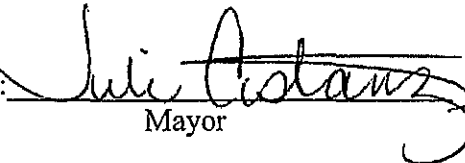
1. No Effect on Mutual Aid/Response Agreements: It is expressly understood and agreed that all fire departments will also be operating under the State of California's Master Mutual Aid agreement and the Area C Unified Response agreement. This Agreement is not intended to modify the terms of those agreements in any way.
2. No Waiver: No delay or omission in exercising any right or remedy pursuant to this Agreement shall impair such right or remedy or be construed as a waiver thereof. All rights and remedies pursuant to this Agreement shall be cumulative, except with respect to any right or remedy expressly stated to be exclusive.
3. Compliance with All Laws: All Parties shall comply with all applicable local ordinances, and State and Federal statutes, laws and regulations, including, but not limited to, laws governing conflicts, at all times during their performance of this Agreement.
4. No Third Party Beneficiary: It is the Parties' intent that nothing in this Agreement shall create any third party beneficiary rights.
5. Force Majeure: No Party shall be considered to be in default in the performance of any material obligation under this Agreement when a failure of performance shall be due to a Force Majeure event. A Force Majeure event shall mean any cause beyond the reasonable control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome. No Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to matters under its control which it fails to remedy within a reasonable time period. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of a Force Majeure event shall give prompt written notice of such fact to the other Parties. During such period, all Parties shall cooperate to ensure that critical services are maintained, while the affected Party shall diligently work to restore its services required by this Agreement.
6. Severability: In the event that any clause or provision of this Agreement or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Agreement shall continue in full force and effect without said provisions,

provided that no such severability shall be effective if it materially changes the benefits or obligations of any Party hereunder.

7. **Integrated Agreement:** This Agreement, which includes the recitals and all exhibits and attachments, constitutes the entire understanding of the Parties with respect to the subject matter herein. No representation, express or implied, that is not set forth herein, shall be binding or have any force or effect.
8. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

CITY OF SAN GABRIEL

By:   
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



CITY OF SAN MARINO

By: *Perris Kruer*  
Mayor

ATTEST:

*Evelyn G. Zuerch*  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF SOUTH PASADENA

By: *Maria Kluder*  
Mayor

ATTEST:

*Evelyn G. Zuerch*  
City Clerk

APPROVED AS TO FORM:


*[Signature]*  
City Attorney

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# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
FROM: Sergio Gonzalez, City Manager   
SUBJECT: **Direction Regarding Proposed Budget Expenditures for  
Fiscal Year 2017-18**

## **Recommendation**

It is recommended that the City Council provide direction regarding supplemental and capital outlay requests, street improvement program, designated reserve funds, and undesignated reserve levels for Fiscal Year (FY) 2017-18.

## **Fiscal Impact**

General Fund (GF) revenues for FY 2017-18 are estimated at \$26.7 million. GF expenditures for City of South Pasadena (City) operations in FY 2017-18 are projected to be \$26.1 million. City Council actions will have a variety of impacts on the City's annual budget and reserve levels.

## **Commission Review and Recommendation**

Several public meetings were held to encourage input from the general public, local organizations, and City Commissions. On March 11, 2017, the City held a "Community Forum on Budget and Priorities" to kick off the process. On March 8, 2017, the Public Works Commission also reviewed the proposed Capital Improvement Program. On March 21, 2017, the City Council held a Budget Study Session to receive an overview of the City's financial position and department budgets. The Finance Commission also reviewed the City's financial position at its meeting on April 27, 2017.

## **Background**

On March 21, 2017, the City Council held a Budget Study Session to review estimated revenues and expenditures, supplemental requests and street improvement program. The City Council reviewed proposed operational budgets, capital outlay requests, and street improvement program recommendations. Department presentations allowed the City Council an opportunity to ask questions and provide input on department work plans and budgets.

## **Analysis**

At the March 21, 2017 Budget Study Session, staff provided the City Council with a list of supplemental requests and preliminary budget for the street improvement program. In addition, staff recommended funding for facility improvements, equipment replacement, and special projects. Staff also updated the City Council on potential short-term and long-term liabilities:

The costs for employee pensions continue to be a significant concern with a projected 97% increase in the employers' contribution in the next five years for classic safety employees and 45% increase for classic miscellaneous employees. The dramatic increase is due to the recalculation of the Unfunded Actuarial Liability for participating agencies. Projections of the five-year cash-flow model indicate that there will be a need to augment the street improvement program with other funding sources such as special revenue funds.

Summary of Funds Available and Recommended Expenditures for Discussion and Direction:

FY 2017-18 – General Fund Operations

Anticipated Revenues	\$26,724,642	Includes funds from designated reserves budgeted for projects to begin FY 2017-18
General Operations	\$26,120,929	Funding for City operations; majority of department increases due to increase in personnel costs related to PERS
Operating Balance	\$603,713	Anticipated fund balance \$243,713 (recommend \$260,000 for supplemental requests and \$100,000 for EOC Reserve)
Street Improvements (General Funds)	\$1,300,000	additional CIP funding from other funds

Undesignated Reserve Levels

The operating budget proposed above assumes a 26% reserve level. In 2007, the City Council adopted a policy to strive to maintain undesignated General Fund Reserves equal to at least 30%. The City Council has the discretion to decrease reserve levels to fund necessary projects. With the FY 2016-17 Budget adoption, City Council approved to draw down reserve levels to fund the Facilities & Equipment Replacement Fund (Fund 105) and designated reserve accounts.

Staff recommends further reduction of the reserve level to 25% to allow for approximately \$260,000 to replenish the Facilities & Equipment Replacement Fund.

Reserve Level	25% or \$6.75 million
---------------	-----------------------

Designated Reserves

The City Council has the discretion to allocate reserve funds to other funds, programs, and projects.

<i>Fund</i>	<i>Current Balance</i>	<i>FY 2017-18 Proposed</i>	
Arroyo Seco Golf Course/ Pedestrian and Bicycle Trail	\$1,100,000	\$600,000	\$500,000 budgeted for trail project
Renewable Energy Sources	\$350,000	\$350,000	
Legal Services	\$500,000	\$500,000	

Direction Regarding Fiscal Year 2017-18 Budget

May 3, 2017

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Retiree Benefits (Pension/Health)	\$1,000,000	\$1,000,000	
Maintenance Yard/Community Center	\$600,000	\$442,720	\$157,280 budgeted for Community Center EIR
Emergency Operations Center	\$300,000	\$400,000	+ \$100,000 from GF balance (Council direction)
Library Expansion	\$200,000	\$200,000	
Tree Replacement/Management	\$50,000	\$0	\$50K for tree planting/maintenance
Sidewalk Improvements	\$0	\$0	
CalTrans Vacant Lot Purchases	\$750,000	\$350,000	\$400,000 budgeted for purchase of 2 properties, pending California Transportation Commission approval
Monterey Road Improvements	\$500,000	\$0	
General Plan/Mission Street Specific Plan Reserve	\$205,000	\$205,000	
StormWater	\$300,000	\$300,000	
Library Park Drainage	\$125,000	\$0	Project completed under budget; recommend moving balance to Equipment replacement fund

FY 2017-18 – Capital Outlay and Supplemental Requests

The Facilities & Equipment Replacement Fund was created with transfers from the General Fund. These monies were used to fund various capital outlay projects identified through input from the community as well as facility and operational needs identified by City departments. The current balance in the fund is \$396,000. Staff proposes to replenish the fund with a transfer of balance from the Library Park Drainage Project Reserve Fund and the reduction of undesignated reserves (to 25%), an increase of \$385,000.

Staff recommends appropriating funds to purchase vehicles for the Police Department and Public Works Department from the Facilities & Equipment Replacement Fund. The Police Department has requested funding to purchase one motorcycle, one patrol vehicle, one detective and one administrative vehicle (alternative fuel), totaling \$150,000 (includes costs for outfitting of emergency equipment, radio, etc.). The Public Works Department has also requested \$50,000 for the purchase of a CNG truck for the Street Division. The remaining balance in the fund by June 30, 2018, is anticipated to be \$591,000.

<i>Fund</i>	<i>Current Balance</i>	<i>Transfers</i>	<i>Beginning Balance (FY 2017-18)</i>	<i>Proposed Allocations (FY 2017-18)</i>
Facilities & Equipment Replacement Fund (105)	\$396,000	\$125,000 (Library Drainage) \$260,000 (1% of reserves)	\$781,000	\$190,000

Staff recommends funding of supplementals, one-time purchases/allocations, using the following

Staff recommends funding of supplementals, one-time purchases/allocations, using the following funding sources:

Department	Supplemental Requests	Cost	GF	Other Fund
Community Services	Garfield Park Band Shell	\$150,000		Park Impact Fee \$150,000
Community Services	Garfield Park Picnic Shelter	\$150,000		Capital Growth Fee \$150,000
Police	Vehicle purchase (4) – 1 patrol, 1 motorcycle, 1 detective, 1 captain (alt fuel)	\$150,000		Equip. Replace. Fund \$150,000
Public Works	Tree Maintenance	\$150,000	\$100,000	Designated reserves \$50,000
Public Works	Sidewalks	\$200,000	\$100,000	CDBG \$100,000
Public Works	Vehicle Purchase – CNG Truck for Streets Division	\$40,000		Equip. Replace. Fund \$40,000
Public Works	Heritage Park drainage/improvements	\$60,000	\$60,000	
<b>TOTAL from GF operating balance</b>			<b>\$260,000</b>	

FY 2017-18 – Street Improvement Program

The Public Works Commission (PWC) reviewed proposed Capital Improvement Program (CIP) at its meeting of March 8, 2017. The City Council was presented with recommendations from both staff and PWC during the Budget Study Session. The City Council discussed the various projects and provided direction on the CIP.

The proposed CIP, totaling \$2,145,000, includes the following funding sources: \$1,300,000 from the General Fund, and \$800,000 from other special funds (e.g. Measure R, Measure M, HUTA).

<i>Street Improvement Projects</i>	<i>Estimated Cost</i>
Monterey Rd. - Via Del Rey to Pasadena Ave. “Final Phase”	\$425,000
Preventative Maintenance – Various	\$300,000
Bushnell Ave. - Oak St. to Huntington Dr.	\$400,000
Diamond Ave. - Monterey Rd. to Lyndon St.	\$180,000
Camino Del Sol - Saint Albans Ave. to Santa Teresa	\$450,000
Alpha Ave. - La Fremontia to Valley View Rd.	\$390,000
<b>TOTAL projects identified</b>	<b>\$2,145,000</b>

Direction Regarding Fiscal Year 2017-18 Budget  
May 3, 2017  
Page 5 of 5

A proposed FY 2017-18 Budget will be prepared based on City Council discussion and direction. The draft budget will be presented at the next City Council Meeting on May 17, 2017, and a Public Hearing to adopt the Budget will be held on June 7, 2017.

**Legal Review**

The City Attorney did not review this report.

**Public Notification of Agenda Item**

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

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# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 3, 2017  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: Steve Fjeldsted, Director of Library, Arts, and Culture *SFJ*  
SUBJECT: **Receive and File of the South Pasadena Public Library Strategic Plan, 2017-2022**

## Recommendation

It is recommended that the City Council receive and file the "South Pasadena Strategic Plan, 2017-2022" and direct staff to provide the City Council with periodic updates to the implementation of the recommendations.

## Fiscal Impact

As stated under "Fiscal Realities" of the Strategic Plan, its success is dependent upon consistent funding and staffing. New, augmented budgetary considerations are needed for many of its Strategies, although for others, no direct fiscal impact is expected. To provide sufficient dedicated parking for the South Pasadena Public Library (Library) and to expand into the Senior Center, which are tied to two of the strategies, would present significant expenses for the Library Budget. The costs to address these two objectives alone is roughly estimated to be at least \$3 million. Consequently, the Library has already begun exploring the possibility of the formation of a Library Foundation, either as an adjunct of the Friends of the South Pasadena Public Library (Friends), or as a separate nonprofit entity. A sub-committee comprised of two members of the Friends Board and two members of the Library Board of Trustees has already met, and the next meeting is already scheduled. In either case, an ongoing successful fund drive would be necessary for adequate parking and a major Library expansion and renovation.

The Library will also be endeavoring to align other Strategies, for which there would be new, additional expenses, into its next five annual Proposed Budgets. These include the purchase of self-service technologies, such a self-checkout kiosks and providing computer laptops and tablets for guests. In addition, the hiring of a consultant to redesign the main floor of the Library, including repainting the interior and replacing the large, oversized service desks with a smaller, single-point service desk, is already factored into the Library's Proposed Fiscal Year (FY) 2017-18 Budget.

Three of the most urgent Objectives articulated in the "Contemporary Technology" section of the Strategic Plan are already well underway. Improved bandwidth connectivity and Wi-Fi coverage

have already been significantly improved with the recent installation of the high speed broadband connection resulting from a CENIC (Corporation for Educational Network Initiatives) grant from the California State Library. The grant is also providing deep discounts for the purchase and installation of eight additional Wi-Fi access points, the first of which was installed about one month ago. These major enhancements have already exerted a positive impact by enabling more computers and smartphones to connect with the Internet, smartphones, and other devices, and utilize them with much faster speeds and fewer dropouts. The CENIC grant will also enable the Library to realize deep discounts on its telecommunication bills through its utilization of the California Teleconnect Fund and the federal universal service Schools and Library Program, commonly known as E-Rate.

Approval was also received from the City Council on April 19, 2017 for the purchase of 32 new computers from a grant providing funds received from a CRT (Cathode Ray Tube) pricing settlement. Approximately half of those computers will be installed at the Library, and address one of the most pressing Objectives of the Library Strategic Plan, namely the need for a larger quantity of up-to-date computers.

The Library will also be endeavoring to install RFID (Radio-Frequency Identification) tagging of its collection in the next few years, and it would require a very sizeable amount of funding, possibly over a couple of years, to meet this Objective. If implemented, RFID would enable better collection management and less handling of physical materials.

The Assistant Library Director hiring recommended in the Strategic Plan is nearing its conclusion and the filling of other vacant positions will follow. Two of them, The Digital Services Manager and the Public Services Manager, are called for in the Library Operations Study, Final Report, April 12, 2016 that was reported to the City Council on May 4, 2016, after approval by the Library Board of Trustees. A request for funding for the filling of these spots will be included in the Library's FY 2017-18 Proposed Budget.

The utilization of the Library's patron email address database for announcements began late in 2016 with the release of a publicity release about the Library Strategic Planning effort. The addresses were used again in early 2017 to send an announcement of the Ray Bradbury "Fahrenheit 451" citywide reading project schedule. It is expected that the Library will be using the patron email address database and its Sirsi-Dynix integrated online computer system to email reminders and overdue notices to borrowers in 2017.

Many other objectives of the Library Strategic Plan call for no additional Library funding as part of the annual budget process, but rather represent maintaining core services and updating, enhancing, and expanding some of the services the Library currently offers. These include an improved social media presence, an improved website, better marketing and publicizing of services, reaching underserved segments of the community, and better integrating customer feedback into the provision of Library services and initiatives.

The Library Strategic Plan was approved by the Library Board of Trustees at their February 9, 2017 meeting. The themes, issues, and goals of the Strategic Plan were discussed by the Library

Board of Trustees at their January 12, 2017 meeting. Various facets of the Strategic Planning effort were discussed by the Library Board of Trustees during numerous meeting in 2016.

### **Background**

The Library Strategic Planning Process began in 2016 after the Library Operations Study was completed, approved by the Library Board of Trustees, presented to the City Council, and made available to the staff and public. Consultant Joe Matthews who developed the Library Operations Study conducted the Strategic Planning process to set the direction for the Library based on needs expressed by members of the community. Mr. Matthews interviewed members of the Library staff, Friends of the Library, Library Board of Trustees, and community members. A Strategic Planning survey was also distributed after the questionnaire was developed in tandem with the staff and Library Board of Trustees. The survey was distributed to several thousand Library patrons, posted on the Friends and Library websites and publicized in newspapers and newsletter. More than 700 individuals completed and submitted the survey.

A Library Strategic Planning Community Forum was conducted in the Library Community Room on the evening of October 20, 2016. Community members, including a representative from every club and organization in South Pasadena were invited to the event, as well as the Library staff and Friends and Trustees members. At the meeting participants were asked for their insights into the community and its Library needs and to assist in sharpening the vision for the Library.

### **Analysis**

Counting those who were respondents to the survey, attended the Community Form, or were interviewed, the Strategic Plan was shaped by information provided by more than 700 individuals. The Library Strategic Plan utilizes the knowledge and expertise of Joe Matthews, a highly-regarded Library consultant, author, and futurist who distills the feedback of the community, support organizations, and staff into a cohesive summary. The Strategic Plan also dovetails with his Library Operations Study.

After the introduction and a description of the process, the Strategic Plan describes the cogent themes that emerged in the "What We Learned" section. They are followed by the aforementioned "Fiscal Realities," as well as pages articulating "Our Values," "Our Purpose," and "Our Vision." The concluding "Our Strategies" section that contains the Objectives is divided three ways: "Community Awareness," "My Library," and "Contemporary Technology."

The Library Strategic Plans, 2017-2022 outlines the needs of the community based on broad-based input, and is coupled with the recommendations and the expertise of Joe Matthews. Meeting the Objectives of the Strategic Plan would enable the Library to meet the needs of the community and better position the Library for continued success in the future.

### **Legal Review**

The City Attorney has reviewed this item.

Library Strategic Plan, 2017-2022

May 3, 2017

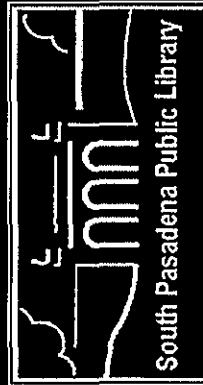
Page 4 of 4

**Public Notification of Agenda Item**

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

Attachment: Library Strategic Plan, 2017-2022

# South Pasadena Public Library Strategic Plan 2017-2022



# Introduction

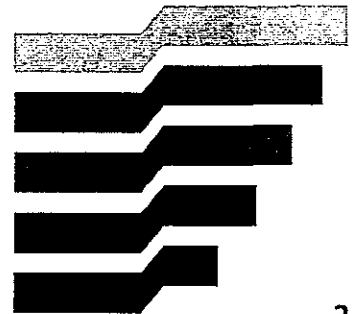
The South Pasadena Public Library is a highly valued and heavily used resource serving a community of some 26,000 residents. Annual visits exceed 248,200 (more than 9.6 visits each year per resident) with more than 362,000 items borrowed last year (13.9 items per resident).

Our community is predominantly comprised of families with children. Education is highly prized by our residents so the Library must continue to provide learning opportunities for children, especially pre-school children.

South Pasadena is a diverse community that values the burgeoning local arts and cultural scene. About half of the residents are renting. The Library is committed to providing opportunities for community and cultural engagement.

About one-fourth of the community residents are seniors and the library must find new ways to connect with this important segment of the community.

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# Introduction ■■■■

Society is changing all around us:

Social	aging populations, increased ethnic diversity, culture of experience, and reliance on social media.
Learning	project-based learning, collaborative processes, skill-based training, online course offerings.
Economic	reduced revenues, global economic diversification, continuous job restructuring.
Technology	rising demand for downloads and streaming services, 24/7, mobile devices, apps, WiFi, cloud-based computing.
Community & Public Services	public libraries exist in an increasingly competitive environment for tax dollars and private funding sources.

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# The Process □■ ■■■

The community strategic planning process was led by consultant Joseph Matthews of JRM Consulting Inc. Library customers, residents, library staff and members of the Library Board of Trustees were engaged in interviews, community meetings and an online survey. This Library Strategic Plan was shaped by the information provided by more than 700 individuals.



# What We Learned

A number of themes arose from these meetings and the online survey:

Many view the library as a “community hub”

The collection, especially books, are viewed as an important asset

Community involvement and partnering are important

Concerts, film screenings and author nights are quite popular

Children’s programming is valuable and well regarded

Convenience is critical

Customer service is essential

People expect to gain access to the library 24/7 using their smartphones

Technology needs to be upgraded: new Website, more and better computers, improved WiFi and increased bandwidth

In broad terms, survey respondents are generally satisfied with the library. People are **most satisfied** with the collections, hours open, customer service and children’s programs (especially the summer reading program). People were **least satisfied** with parking, the Website, information technology, rest rooms and space within the library.





# What We Learned

<p><b>Who</b></p>	<p>A majority (64%) of the survey respondents are South Pasadena residents, 45% range in age from 30 to 49, almost half visit the library weekly or several times a month, and the respondents mirror the ethnic mix of the community.</p>
<p><b>What</b></p>	<p>More than two-thirds (68%) of the survey respondents use the library to borrow books, DVDs and CDs. Other popular uses of the library include doing research, visit the Friend's Book Store, read magazines and newspapers and attend a program.</p>
<p><b>Why</b></p>	<p>People use the library to obtain resources for leisure, education, entertainment and self-improvement. Author night talks and children's programs are the most popular events provided by the library.</p>
<p><b>How</b></p>	<p>Almost a third (32%) of the respondents visit the library 7 or more times a year and another third (32%) visit from 2 to 6 times a year.</p>
<p><b>Overall</b></p>	<p>Children's programs and services are the highest rated followed by hours of operation, customer service and the collection. 86% of the survey respondents feel that the public library is essential to the quality of life in South Pasadena.</p>

South Pasadena Public Library Strategic Plan 2017 - 2022

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25 - 9

# Planning Realities

The library planning process acknowledges:

Library relevance is local so focusing on the needs of the community is crucial.

As library customer needs change so must the ways of providing better customer service.

Maintaining core services while adapting and preparing for the future is key.

The library is a connected and trusted institution.

Next generation services must be online (and boundless).

Libraries are shifting to a proactive service model – demand-driven and customer centric.

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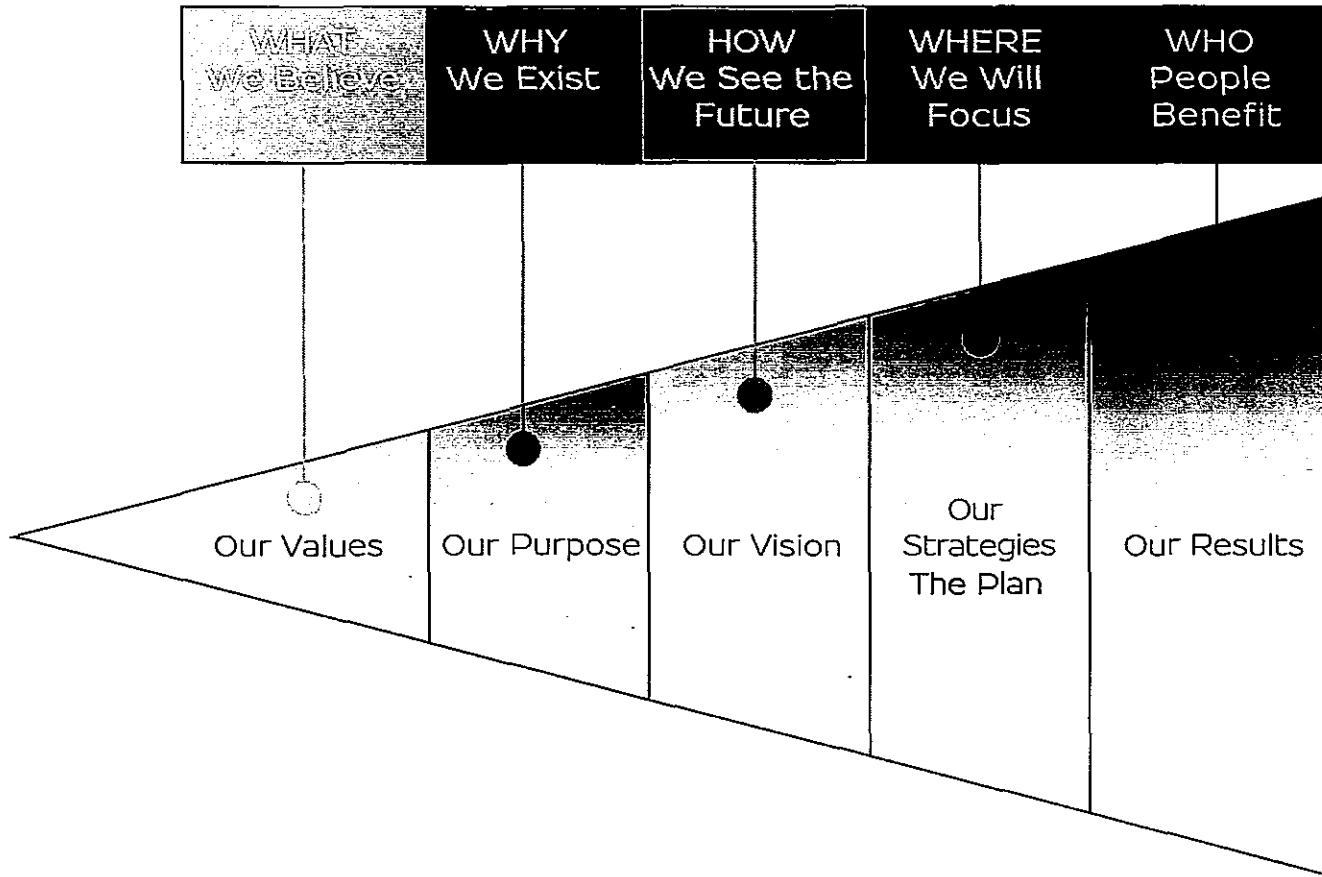
# Fiscal Realities

The success of this plan is dependent upon consistent funding and staffing of the library.

Behind every great library is  
a supportive community

25 - 11





We are passionate and dedicated about improving lives.

We are open to all and honor the diverse nature of those we serve.

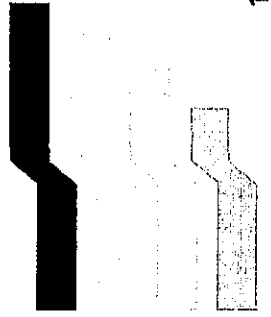
We demonstrate character and integrity to our customers, fellow staff members and the community.

We strive for excellence in everything we do.

25 - 13

Our Purpose ■■■■■

To remember the past, equip the present, and envision the future.

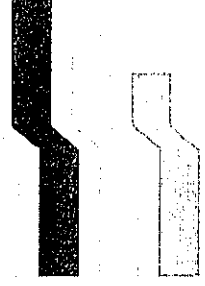




# Our Vision ■■■■■



A welcoming gathering place in our community to build connections, support creativity and encourage learning.



# Our Strategies – Where We Focus and How People Benefit ■■■■

The strategies that the library will follow in the coming five years include:

Strategic Focus	Objectives	Desired Outcomes
<p><b>Community Hub</b></p>	<ol style="list-style-type: none"> <li>1. Broaden adult program offerings and audience – including single adult and senior programs.</li> <li>2. Make local history more prominent and accessible online and in the library (archive).</li> <li>3. Provide digital training.</li> <li>4. Revitalize the Book Discussion Group.</li> <li>5. Focus on local South Pasadena culture.</li> </ol>	<p>Growing the library's position as the "Center of the Community."</p>

25 - 16

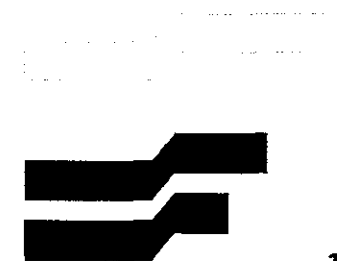




# Our Strategies – Where We Focus and How People Benefit ■■■■

Strategic Focus	Objectives	Desired Outcomes
<p><b>Young Minds</b></p>	<ol style="list-style-type: none"> <li>1. Continue to provide Kindergarten readiness pre-school activities.</li> <li>2. Provide a Summer Reading program each year.</li> <li>3. Increase the number of tween and teen programs.</li> <li>4. Provide weekend programs for children.</li> <li>5. Engage learners and enhance knowledge by delivering STEAM (Science, technology, engineering, arts, and mathematics) programs.</li> </ol>	<p>A foundation for a successful life</p>

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<p><b>Contemporary Technology</b></p>	<ol style="list-style-type: none"> <li>1. Improve bandwidth connectivity and WiFi.</li> <li>2. Provide more electrical outlets and computers.</li> <li>3. Provide e-mail notices, reminders and announcements.</li> <li>4. Provide access to the newest technological tools.</li> <li>5. Install laptop/iPad checkout machine.</li> <li>6. Install RFID, self-checkout machines and a return sorting system.</li> </ol>	<p>Technology that furthers the reach of the library</p>



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<p><b>My Library</b></p>	<ol style="list-style-type: none"> <li>1. Freshen the inside of the library with lighter colors of paint and new signage. Replace the two service desks with a new centrally located service desk.</li> <li>2. Continually refresh the “right sized” collection.</li> <li>3. Capture library metrics that focus on outcomes and customer satisfaction.</li> <li>4. Integrate customer feedback.</li> <li>5. Offer customer-driven services.</li> <li>6. Provide a variety of spaces (quiet and noisy).</li> <li>7. Engage an architect to re-imagine the library once the Senior Center space becomes available.</li> </ol>	<p>A library that works for all residents</p>



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<p><b>Community Awareness</b></p>	<ol style="list-style-type: none"> <li>1. Develop new methods for publicizing library services.</li> <li>2. Market library services to all members of the community.</li> <li>3. Demonstrate the value of the library to residents.</li> <li>4. Use social media more effectively.</li> <li>5. Develop content for the Web site and social media.</li> <li>6. Create a Library Foundation that will focus on raising capital and technology improvement funds.</li> <li>7. Partner with the City to address the lack of library parking.</li> </ol>	<p>Maximizing the library's impact and reach</p>





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<p><b>Grow Our Team</b></p>	<ol style="list-style-type: none"> <li>1. Hire an Assistant Library Director and fill vacant positions.</li> <li>2. Provide opportunities for staff to improve their skills in emerging technology, design thinking and continuous process improvement.</li> <li>3. Provide financial support for staff participation at library conferences and in-house skills-based training.</li> <li>4. Encourage staff to participate in the community events.</li> </ol>	<p>Continue excellent customer experience</p>

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