

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, December 20, 2017, at 6:30 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. <u>Initiation of Litigation</u>

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

Number of Cases: 1

B. Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Pursuant to Government Code Section 54956.9(d)(1):

Name of Case: Timothy Patrick Green v. City of South Pasadena et al., Los Angeles

County Superior Court Case No. BC572438

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.

12/15/2017

Date

Natalie Sanchez

Acting 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, December 20, 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: Mayor Pro Tem Richard D. Schneider, M.D.

*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: Mayor Pro Tem Richard D. Schneider, M.D.

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. <u>Presentation by Senator Anthony J. Portantino, 25th State Senate District, on the State of the State Address</u>
- 4. Presentation of a Certificate of Recognition to the South Pasadena Fire Department for Being Named as a Gold Award Recipient by the Los Angeles County Emergency Medical Services Agency

ELECTION OF OFFICERS

5. Mayor's Year End Review Presentation

6. Election of Mayor and Mayor Pro Tem for the 2017-2018 Term

Officers also serve as Redevelopment Successor Agency Chair and Vice Chair; Public Financing Authority Chair and Vice Chair; and Housing Authority Chair and Vice Chair

- 7. Presentation to Outgoing Mayor Michael A. Cacciotti by Incoming Mayor
- 8. Comments by Incoming Mayor
- 9. Recess to Reception

COMMUNICATIONS

10. 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.

11. City Manager Communications

12. 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

13. Minutes of the City Council Meetings of November 1, 2017, and November 8, 2017

Recommendation

Approve the minutes of the November 1, 2017, and November 8, 2017 City Council Meetings.

14. Prepaid Warrants, General City Warrants, and Payroll

Recommendation

Approve the City of South Pasadena Prepaid Warrants Nos. 200741 through 200954 in the amount of \$1,100,971.54; General City Warrants Nos. 200955 through 200964 in the amount of \$169,268.56; Payroll dated November 17, 2017, in the amount of \$603,867.24; Payroll dated December 1, 2017, in the amount of \$774,333.93; and Payroll dated December 15, 2017, in the amount of \$622,596.44.

15. Monthly Investment Reports for October 2017

Recommendation

Receive and file the Monthly Investment Reports for October 2017.

16. <u>Approval of Lease Agreement with the South Pasadena Preservation Foundation for the Use of the Meridian Iron Works Museum</u>

Recommendation

Approve the lease agreement with the South Pasadena Preservation Foundation for the use of the Meridian Iron Works Museum.

17. Approval of Agreement with Vision Technology Solutions, LLC, for Upgrade to Website Design and Hosting Services

Recommendation

Authorize the City Manager to enter into a five year agreement with Vision Technology Solutions, LLC, to upgrade the City's website design and hosting services.

18. <u>Approval of a Mills Act Contract for Property Located at 929 Buena Vista Street (2080-MIL), the Torrance-Childs Residence, also known as the "Rose Hedge House" (APN 5317-035-004)</u>

Recommendation

Enter into a Mills Act contract with the property owners of 929 Buena Vista Street, the Torrance-Childs Residence, also known as the "Rose Hedge House."

19. <u>Approval of a Revised Lease Agreement with the Los Angeles County Department of</u> Public Works for Shuttle Van Parking in the Mission-Meridian Village Parking Garage

Recommendation

Authorize the City Manager to execute a revised lease agreement to allow the Los Angeles County Department of Public Works to park their shuttle vans overnight in the Mission-Meridian Village Parking Garage.

20. <u>Approval of a First Contract Amendment with Historic Resources Group, Inc., for Additional Analysis of Properties Proposed to be Added to the Citywide Historic Resources Inventory</u>

Recommendation

Approve a first contract amendment, subject to the approval by the City Attorney, with Historic Resources Group, Inc., in the amount of \$12,950, for additional analysis of properties proposed to be added to the Citywide Historic Resources Inventory.

21. <u>Approval of a Contract Amendment with Raftelis Financial Services, Inc., for Additional Water Rate Consultant Services</u>

Recommendation

Approve the first contract amendment with Raftelis Financial Services, Inc., for additional services performed during the water rate study in the amount of \$3,300 and authorize the City Manager to execute the contract amendment.

22. Award of Contracts to Kabarra Engineering and RKA Consulting Group for Engineering Design Services for Fiscal Year 2017-18 Street Improvement Projects

Recommendation

- 1. Accept a proposal dated November 14, 2017, from Kabbara Engineering for engineering design services for the Bushnell Avenue and Diamond Avenue Street Improvement Project and authorize the City Manager to execute an agreement with Kabbara Engineering for a not-to-exceed amount of \$70,158.
- 2. Accept a proposal dated November 14, 2017, from RKA Consulting Group for engineering design services for the Alpha Avenue and Camino Del Sol Improvement Project and authorize the City Manager to execute an agreement with RKA Consulting Group for a not-to-exceed amount of \$71,760.
- 3. Reject all other proposals received.

23. Consideration of the 2018 City Council Meeting Schedule

Recommendation

Approve the 2018 City Council Meeting Schedule and determine which meetings, if any, will be canceled and/or rescheduled.

24. Approval of a Letter to the California Department of Transportation Requesting a Cooperative Agreement for the State Route 110 Interchange Hookramp Project

Recommendation

Authorize approval for a letter to the California Department of Transportation regarding the City of South Pasadena's request for a Cooperative Agreement for the State Route 110 Interchange Hookramp Project.

25. Approval of a Letter of Support on Behalf of the Foothill Gold Line Construction Authority's Grant Application for the Metro Gold Line Foothill Extension Light Rail Project

Recommendation

Approve a letter of support on behalf of the Foothill Gold Line Construction Authority's grant application to secure funding to complete the Los Angeles County Metropolitan Transportation Authority Gold Line Foothill Extension Light Rail Project.

26. <u>Approval of a Letter of Opposition to the California Public Utilities Commission on</u> Draft Resolution E-4907 Related to Community Choice Aggregation

Recommendation

Authorize approval for a letter to the California Department of Transportation regarding the City of South Pasadena's request for a Cooperative Agreement for the State Route 110 Interchange Hookramp Project.

ACTION/DISCUSSION

27. Approval of a Revised Scope of Work for Landscape Maintenance Services Contract with LandCare

Recommendation

Receive and file the revised scope of work for the Landscape Maintenance Services Contract with LandCare.

COUNCILMEMBERS COMMUNICATIONS (co	continued)
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ADJOURNMENT

FUTURE CITY COUNCIL MEETINGS (OPEN SESSION)

January 3, 2018 TENTATIVE

January 17, 2018 Regular City Council Meeting Council Chamber 7:30 p.m. February 7, 2018 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

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. 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.

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.

12/15/2017

Date

Natalie Sanchez

Acting Deputy City Clerk



CERTIFICATE OF RECOGNITION



South Pasadena Fire Department

2017 Gold Award Recipient

In recognition of the South Pasadena Fire Department being named as a 2017 Gold Award Recipient by the Los Angeles County Emergency Medical Services Agency, for improving care of St-Elevation Myocardial Infarction (STEMI) patients by attaining 75% or higher performance on each American Heart Association Mission: Lifeline EMS Achievement Data Measure



Dated this 20th day of December, 2017

Michael A. Cacciotti, Mayor

Evelyn G. Zneimer, City Clerk

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Wednesday, November 1, 2017 Minutes of the Regular Meeting of the City Council

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, November 1, 2017, at 7:45 p.m., in the Amedee O. "Dick" Richards, Jr., Council Chamber, located at 1424 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:

Elaine Aguilar, Interim City Manager; Teresa L. Highsmith, City Attorney; Anthony J. Mejia, Chief City Clerk; and Desiree Jimenez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

INVOCATION

Police Chaplain Dan Bricker gave the invocation.

PLEDGE OF ALLEGIANCE

Girl Scout Troop 4661 led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

The Regular Closed Session of the City Council of November 1, 2017, was called to order by Mayor Pro Tem Schneider at 6:30 p.m.

The meeting convened into Closed Session to discuss the following items 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

B. CONFERENCE WITH LEGAL COUNSEL - LABOR NEGOTIATIONS, Pursuant to Government Code Section 54957.6:

City Negotiators:

Interim City Manager Elaine Aguilar; Human Resources Manager Mariam Lee Ko; City Attorney Teresa L. Highsmith; and Attorney Steve Berliner

Represented Employee

Organization:

Firefighters' Association (FFA)

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government Code Section 54956.8:

Properties:

221 San Pascual Avenue, South Pasadena, CA 91030 (APN Nos. 5716-021-270; 5716-021-271; 5716-021-903;

5716-021-904)

Agency Negotiators: Interim City Manager Elaine Aguilar; City Attorney Teresa L. Highsmith

Negotiating Party:

1. Paddock Riding Club

2. All Equestrian Services, LLC

3. San Pascual Stables, LLC

4. Dark Horse White Knight, Inc.

5. Double Crown, LLC

Under Negotiation:

Lease Agreement

D. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Government Code Section 54956.9(d)(1):

Name of Case:

Higginson v. Becerra, et al., U.S. District Court Case No.

17CV2032 WOHJLB

City Attorney Highsmith reported that the City Council received briefings and provided direction to staff regarding the agendized Closed Session Items, but did not take any reportable action.

PRESENTATIONS

2. Presentation by the Pasadena Humane Society on Available Animal Adoptions

<u>Julie Bank</u>, Pasadena Humane Society (PHS) President/CEO, encouraged residents to visit the adoption center; noted that low cost vaccinations and spay and neuter services are available at the Shelter.

3. Status Update Regarding the Metro Gold Line Extension Construction Authority

<u>Daniel Evans</u>, Non-Voting Member of the Metro Gold Foothill Line Extension Construction Authority, provided a status update regarding the Gold Line Extension Project Phase 2 from Azusa to Montclair.

4. <u>Presentation of the Fiscal Year 2016-17 Annual Report of the Planning Commission</u>

Steven Dahl, Chair of the Planning Commission (PC), provided the Fiscal Year 2016-17 PC Annual Report.

5. <u>Presentation of the Fiscal Year 2016-17 Annual Report of the Public Safety Commission</u>

Ellen Daigle, Chair of the Public Safety Commission (PSC), provided the Fiscal Year 2016-17 PSC Annual Report.

COMMISSION APPOINTMENT

6. Commission Appointment

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to appoint Madeleine Wong to the Natural Resources and Environmental Commission as a Youth Non-Voting Member for a full one-year school term until June 30, 2018.

COMMUNICATIONS

7. Councilmembers Communications

Councilmember Khubesrian displayed photos regarding reductions in air pollution when utilizing emission-free landscaping equipment, a community meeting regarding business licensing, and children's Halloween costumes.

Councilmember Mahmud attended a San Gabriel Valley Council of Governments (COG) Transportation Committee meeting and received a presentation from Metro on their City bike share program, indicated bike share pods may be coming to South

Pasadena in the future; noted the COG Joint Powers Agreement 4th amendment was approved and will be submitted to member cities regarding the integration of Alameda Corridor East and COG and proceed with Measure M Projects; attended a COG General Assembly Meeting which focused on the future of transportation and the impacts of climate change; announced she was appointed as an at-large member to a County Stakeholder Advisory Committee to develop a County funding measure to address storm water.

Councilmember Joe spoke on the Certificate of Congressional Recognition from Congresswoman Judy Chu for the City's usage of Fiscal Year 2016-17 Community Development Block Grant funding for ADA sidewalk improvements and senior lunches; reported on the City's Preschool Story Time at the Public Library, noting that firefighters were in attendance and participated in the event.

Mayor Pro Tem Schneider noted he attended the Finance Commission meeting.

Mayor Cacciotti reported on the tour of the Garfield Reservoir and South Pasadena water facilities; attended Santa Monica Mountains Conservancy meeting; attended the Vecinos de South Pasadena Dia de los Muertos event; announced the annual Rotary Club Chili Cook Off.

8. City Manager Communications

City Manager Aguilar announced upcoming special City Council meetings regarding the General Plan and Measure R Project List; announced the closure of City facilities on November 10, 2017, in observance of Veterans Day.

9. Reordering of and Additions to the Agenda

None.

PUBLIC COMMENTS

<u>Dan Watson</u>, South Pasadena Rotary Club President, invited the community to the annual Chili Cook Off on November 4th; noted that the Club will be moving towards planting a tree for each member of the Rotary Club.

Yudi Schmukler and Elliot Zemel, representing South Pasadena Care Center, reported on the progress at the Center, noting room renovations, staffing changes, improved resident screening; noted that it is a 5-star rated facility by The Centers for Medicare & Medicaid Services; indicated that the Care Center is Medicaid certified and request City support to become Medicare certified with the Department of Health.

In response to Councilmember Joe, Mr. Schmukler discussed the current occupancy of approximately 80 patients and the composition of administrative staffing at the Center.

Councilmember Khubesrian encouraged the Center to forward information to the City regarding a letter of support for Medicare certification.

<u>Bianca Richards</u>, South Pasadena resident, expressed concern regarding Airbnb rentals on Fairview Avenue; inquired if this matter will be addressed through the business license process.

In response to Ms. Richards, Councilmember Khubesrian noted that the matter could be addressed during the update of the business license ordinance.

Shlomo Nitzani, South Pasadena resident, opined that street improvements are more important than tree planting; noting that Alpha Street in is need of improvements; suggested that the City should communicate with state and federal authorities regarding allegations that solar panel vendors are taking advantage of customers by capitalizing off of the federal tax credit program.

Mayor Cacciotti encouraged residents to attend the Public Works Commission meeting to discuss street improvement projects.

CONSENT CALENDAR

Mayor Cacciotti recused himself on Item Nos. 15, 16, and 17, noting that he resides within 500 feet of the subject projects.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the Consent Calendar Item Nos. 10-12, 14, 16-18; with Item Nos. 13, 15, and 19 pulled for separate discussion.

10. Correction to the Minutes of the September 6, 2017 City Council Meeting

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve a correction to the Minutes of the September 6, 2017 City Council Meeting.

11. Minutes of the City Council Meeting of October 18, 2017

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the minutes of the October 18, 2017 City Council Meeting.

12. Prepaid Warrants, General City Warrants, and Payroll

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the City of South Pasadena Prepaid Warrants Nos. 200366 through 200421 in the amount of \$393,176.36; General City Warrants Nos. 200422 through 200564 in the amount of \$757,394.48; Payroll dated October 20, 2017, in the amount of \$761,656.30.

14. <u>Award of Contract to Stantec Consulting Services</u>, Inc., to Perform the <u>Professional Engineering Services for the Wilson Well Head Treatment Project</u>

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to:

- 1. Accept a proposal dated August 29, 2017, from Stantec Consulting Services, Inc., to perform the professional engineering services for the Wilson Well Head Treatment Project and authorize the City Manager to execute an agreement with Stantec Consulting Services, Inc., for a not-to-exceed amount of \$82,792.
- 2. Reject all other proposals received.
- 3. Approve an appropriation in the amount of \$82,792 from the Water Division Operations reserves and authorize the Finance Director to transfer the funds to the Project Account.

16. Award of Contract to Ninyo & Moore for Geotechnical and Material Testing Services for the Garfield Avenue Street Improvement Project

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 4-0-1 (MAYOR CACCIOTTI RECUSED), to:

- 1. Accept a proposal dated August 23, 2017, from Ninyo & Moore for geotechnical services for the Garfield Avenue Street Improvement Project.
- 2. Authorize the City Manager to execute an agreement with Ninyo & Moore for a not-to-exceed amount of \$5,992.
- 3. Reject all other proposals received.

17. Award of Contract to RKA Consulting Group for Inspection and Construction Management Services for the El Centro Street, Grevelia Street, and Garfield Avenue Street Improvement Project

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 4-0-1 (MAYOR CACCIOTTI RECUSED), to:

- 1. Accept a proposal dated August 22, 2017, from RKA Consulting Group for inspection and construction management services for the El Centro Street, Grevelia Street, and Garfield Avenue Street Improvement Projects.
- 2. Authorize the City Manager to execute an agreement with RKA Consulting Group for a not-to-exceed amount of \$160,150.
- 3. Reject all other proposals received.

18. Award of Contract to Control Automation Design, Inc., for Water Division SCADA System Maintenance Services

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to:

- 1. Accept a proposal dated August 10, 2017, from Control Automation Design, Inc., for maintenance services of the Water Division Supervisory Control and Data Acquisition System.
- 2. Authorize the City Manager to execute an agreement with Control Automation Design, Inc., for a not-to-exceed amount of \$10,000 for an initial one-year period, with an option to renew the contract for two additional one-year periods under the same terms and conditions.

ITEMS REMOVED FROM THE CONSENT CALENDAR FOR DISCUSSION

13. Second Reading and Adoption of an Ordinance Amending Section 19.55-3 of the South Pasadena Municipal Code to Allow for Overnight Parking at the Mission-Meridian Village Parking Garage

Mayor Cacciotti noted the following correction to Page 13-1 of the staff report: "On October 18, 2017, the City Council unanimously introduced the ordinance amending Section 19.55-3 and authorized the City Manager to execute a lease agreement to allow the South Pasadena Municipal Code (SPMC) Los Angeles County Department of Public Works to park two shuttle vans overnight in the MMV Parking Garage."

In response to Councilmember Joe, Principal Management Analyst Lin indicated that overnight parking would begin in November 2017.

MOTION BY MAYOR CACCIOTTI, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to adopt <u>Ordinance No. 2320</u> entitled "An Ordinance of the City of South Pasadena, California, amending Section 19.55-3 of the South Pasadena Municipal Code to allow for overnight parking at the Mission-Meridian Village Parking Garage."

15. Award of Construction Contract to Sully-Miller Contracting Co. for the Garfield Avenue Improvement Project

In response to City Council inquiry, Public Works Director Toor summarized the Garfield Avenue Improvement Project, noting that the Project includes water infrastructure improvements.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY MAYOR PRO TEM SCHNEIDER, CARRIED 4-0-1 (MAYOR CACCIOTTI RECUSED), to:

- 1. Accept a bid dated September 5, 2017, from Sully-Miller Co., for the construction of the Garfield Avenue Street Improvement Project and authorize the City Manager to enter into a contract with Sully-Miller Co., for an amount not-to-exceed \$1,219,200.
- 2. Reject all other bids received.
- 3. Approve an appropriation in the amount of \$920,000 from the Water Division Operation Reserve fund and direct the Finance Director to transfer funds to the Project account.

19. <u>Authorization to Issue a Payment to Shenkman & Hughes PC, Pursuant to California Elections Code Section 10010</u>

Councilmember Khubesrian noted that the payment will be accompanied with a letter of protest.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to authorize a payment in the amount of \$30,000 to Shenkman & Hughes PC, as required under the California Elections Code Section 10010, under protest, and authorize City Council signatures on the letter of protest.

PUBLIC HEARING

20. <u>Conduct a Public Hearing on the Proposed Water and Sewer Rates and Adopt Resolutions Establishing New Water and Sewer Rates</u>

Public Works Director Toor narrated a PowerPoint presentation entitled "Water & Sewer Rate Public Hearing" and responded to City Council inquiries.

Mayor Pro Tem Schneider noted the different rates paid across different cities in the region.

Councilmember Mahmud spoke on drought impacts, deferred maintenance and the need for statewide water infrastructure upgrades, which impact the local water rates.

Mayor Cacciotti opened the Public Comment period.

<u>Kim Hughes</u>, South Pasadena resident, spoke on the need to support the water rate increase noting the importance of replenishing the local aquifer to prevent collapse; opined the City needs to rebuild our water infrastructure facilities and system.

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

Deputy City Clerk Jimenez announced that a majority protest was not received and the City Council may proceed with consideration of the proposed water and sewer rates.

In response to City Council inquiry, Public Works Director Toor discussed state water conservation mandates, noted that penalties were built into the water rates; advised that the water rate structure does not have penalties within the rates, but enforcement policies can be adopted and enforced; noted that water efficiency funds will remain to promote conservation efforts.

Mayor Cacciotti spoke on the future of water acre feet cost to cities; spoke on deferred maintenance on water infrastructure and the need to provide funding for capital projects.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to:

1. Adopt <u>Resolution No. 7536</u> entitled "A Resolution of the City Council of the City of South Pasadena, California, establishing water rates pursuant to Section 35.3, 35.4, and 35.5 of Chapter 35 of the South Pasadena Municipal Code."

(motion continued on the following page)

2. Adopt <u>Resolution No. 7537</u> entitled "A Resolution of the City Council of the City of South Pasadena, California, establishing sewer rates pursuant to Section 30.10(b) of the South Pasadena Municipal Code."

ACTION/DISCUSSION

21. <u>Authorization to Enter into Negotiations with San Pascual Stables, LLC, for the Lease and Operation of the San Pascual Stables</u>

Community Services Director Pautsch presented the staff report and responded to City Council inquiries.

Mayor Cacciotti opened the Public Comment period.

<u>Rayna Marotti</u>, speaking on behalf of Paddock Riding Club Owner Alex Chavez, requested another meeting with the Ad Hoc San Pascual Stables Subcommittee and City Council to discuss the discrepancies.

Rebecca Rim, opined that the City has done well in evaluating the proposals and moving forward with San Pascual Stables, LLC; noted that the current operators have turned the Stables around and made it a successful operation; asserted that 65 horses could be relocated if the operator changes.

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

Mayor Cacciotti read the recommendation to move forward in finalizing the terms with San Pascual Stables, LLC and if it is unsuccessful to move forward with Paddock Riding Club.

In response to City Council inquiry, Integrated Consulting Group, Inc. Senior Associate Ron Hagan reviewed the scoring system and participation for 1st round and 2nd round interviews.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0 to authorize City staff to enter into negotiations with San Pascual Stables, LLC, for the lease and operation of the San Pascual Stables and that City staff work with San Pascual Stables LLC, in its new management configuration, to finalize the financial terms and operating conditions for the Agreement. If negotiations with San Pascual Stables LLC are unsuccessful, then the City should proceed with negotiations with Paddock Riding Club for the new Agreement.

22. Appointment to the San Gabriel Valley Mosquito and Vector Control District

Chief City Clerk Mejia presented the staff report and responded to City Council inquiries.

Mayor Cacciotti opened and closed the Public Comment period, there being no one desiring to speak on this item.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to appoint Councilmember Khubesrian to serve as the City's representative to the San Gabriel Valley Mosquito and Vector Control District Board of Trustees effective January 1, 2018, for a two-year term.

23. <u>Discussion</u>, <u>Direction</u>, and <u>Approval Regarding the Funding for the Design of Two Pocket Parks Located at 2006 Berkshire Avenue and 1107 Grevelia Street</u>

Community Services Director Pautsch presented the staff report and responded to City Council inquiries.

Mayor Cacciotti opened the Public Comment period.

<u>Ellen Wood</u>, Finance Commissioner, voiced support if funding is allocated from Measure A funds, but noted if funding comes from the General Fund, that it be low maintenance.

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

Councilmember Khubesrian recommended that options be presented as what has happened in other pocket parks to help generate ideas during the community meetings; noted the importance of shade.

Councilmember Mahmud recommended that staff facilitate the initial meeting and provide the input to the architect who would then develop the design and facilitate the second meeting.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY MAYOR PRO TEM SCHNEIDER, CARRIED 5-0, to approve the solicitation of proposals for an architect for the design of the two pocket parks located at 2006 Berkshire Avenue and 1107 Grevelia Street and the use of Park Impact Fee for the design, staff will facilitate the initial community meetings to assist with the cost.

The City Council heard Item No. 25 prior to Item No. 24.

25. <u>Approval of South Pasadena Chamber of Commerce Request for One-Time Allocation of Business Improvement Tax Funds in the Amount of \$25,000 for Holiday Decorations</u>

Assistant to the City Manager Demirjian presented the staff report and responded to City Council inquiries.

Mayor Cacciotti opened the Public Comment period.

<u>Laurie Wheeler</u>, South Pasadena Chamber of Commerce President, spoke on the decorations purchased last year and the addition of more decorations and responded to City Council inquiries.

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

MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to approve a request from the South Pasadena Chamber of Commerce for a one-time allocation in the amount of \$25,000 of Business Improvement Tax funds to enhance seasonal decorations along business corridors.

24. <u>Direction Regarding an Appropriate Memorial for Former Councilmember</u> David Margrave

Community Services Director Pautsch presented the staff report and responded to City Council inquiries.

Councilmember Mahmud suggested that the Community Services Department have the purview to approve the design of a monument for consistency purposes.

Mayor Cacciotti opened the Public Comment period.

John Mass, AYSO Commissioner, spoke on the contributions of David Margrave serving as a referee for youth soccer; noting David was always helpful in event and maintenance service.

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

Community Services Director Pautsch indicated that despite efforts to communicate with the Margrave family, a definitive suggestion for a memorial has not yet been received.

Councilmember Khubesrian indicated opposition to the naming of a soccer field, noting that the youth house has an existing plaque which could be augmented.

Mayor Pro Tem Schneider spoke on his personal knowledge of former Councilmember Margrave, and indicated support for naming a soccer field to commemorate former Councilmember Margrave's commitment to AYSO.

Councilmember Mahmud recommended the City table the matter until the support of the Margrave family is obtained.

Councilmember Joe indicated support for a memorial sculpture.

Community Services Director Pautsch indicated the City will table the matter until notice is received from the Margrave family should they wish to move forward with a memorial.

The City Council tabled action until staff has contacted the widow of former Councilmember Margrave to determine support status in the naming of the filed.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to table the matter, pending confirmation from the widow of former Councilmember Margrave indicating support for the naming of the field.

ADJOURNMENT

The City Council thanked Elaine Aguilar for her service as Interim City Manager.

Mayor Cacciotti adjourned the City Council Meeting at 11:03 p.m.

Evelyn G. Zneimer City Clerk Michael A. Cacciotti

Mayor

Minutes approved by the South Pasadena City Council on December 20, 2017.

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Wednesday, November 8, 2017 Minutes of the Special Joint Meeting of the City Council and Planning Commission

CALL TO ORDER

A Special Joint Meeting of the South Pasadena City Council and Planning Commission was called to order by Mayor Cacciotti on Wednesday, November 8, 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:

Planning Commissioners Braun, Morrish, and Tom; Vice-Chair Koldus; and

Chair Dahl; Councilmembers Joe, Khubesrian, and Mahmud; Mayor Pro Tem

Schneider; and Mayor Cacciotti.

Absent:

None.

City Staff

Present:

Stephanie DeWolfe, City Manager; Teresa L. Highsmith, City Attorney; and Desiree Jimenez, Deputy City Clerk 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.

ACTION/DISCUSSION

1. General Plan / Downtown Specific Plan Update - Direction Proceed with the Environmental Impact Report Phase

Planning and Building Director Watkins and <u>Kaizer Rangwala</u>, Founding Principal of Rangwala Associates, narrated a PowerPoint presentation entitled "General Plan / Downtown Specific Plan" and responded to Planning Commission and City Council inquiries.

Planning Chair Dahl thanked the Planning Commission and City Council for their efforts in reviewing the General Plan/Downtown Specific Plan update; requested an improvement in future presentation of the graphics.

Councilmember Mahmud recommended that staff develop an inclusionary housing ordinance.

In response to City Council inquiry, City Attorney Highsmith advised that the City will want to carefully consider identifying the appropriate amount of residential development that can be accommodated in South Pasadena.

In response to City Council inquiry, Planning and Building Director Watkins and Principal Rangwala discussed the following: 1) the emerging Climate Action Plan and efforts to ensure the General Plan is in compliance with climate action legislation; 2) the boundaries of the Mission and Fair Oaks Corridor; 3) the possibility of the replacement of retail with office space; 4) the preparation of a fiscal analysis, if so requested; and 5) consideration of an Enhanced Infrastructure District along Mission Street to be included in the policies and actions segment of the Environmental Impact Report (EIR).

Mayor Cacciotti opened the Public Comment period.

Andrea Fox, South Pasadena resident, emphasized the importance in addressing traffic control issues on Fremont Avenue; opined that the street is already over its capacity.

<u>Samuel Zneimer</u>, South Pasadena resident, thanked the community who have participated in the General Plan; discussed accessibility, bicycle and traffic safety on Mission Street and Fair Oaks Avenue as the face of South Pasadena; encouraged the progression of multi-modalism, active transportation, and the use of State Route 710 funds.

Harry Knapp, South Pasadena resident, discussed the need of the Housing Element.

<u>Randy Hoffman</u>, South Pasadena resident, requested clarity on his property being listed as a potentially eligible for individual resources; discussed his property being designated as a catalytic site; indicated he was interested and open to new ideas.

Planning and Building Director Watkins clarified certain properties will come before the City Council during consideration of the Historic Resources Inventory in early 2018.

Planning Commissioner Morrish recommended that a correction be made to verbiage within the General Plan which incorrectly indicates that the catalytic site, belonging to 625 Fair Oaks Avenue, is adjacent to the I-110 Freeway.

Bianca Richards, South Pasadena resident, stated she has attended several community meetings on the General Plan; indicated support for inclusionary zoning and a balance of live/work environment.

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

Planning and Building Director Watkins recommended to move forward with California Environmental Quality Act (CEQA) by either using the numbers that have been presented by staff or have the Planning Commission and City Council alter the numbers to move forward into the EIR stage.

In response to City Council inquiry, City Attorney Highsmith advised the City Council on how the proposed items could be considered this evening.

Councilmember Mahmud recommended that the two questions being proposed by staff regarding the growth areas targeted for growth, renewal, and preservation and amount of growth projected in the different areas be separately considered.

Planning Commissioner Tom indicted support for remaining at 500 housing units.

Planning Vice-Chair Koldus indicated support for each of the questions being proposed; expressed interest in the fiscal impact of the development.

Planning Commissioner Morrish indicated support for each of the questions being proposed; recommended a name change for the Mission Street and Fair Oaks Avenue Corridor.

Planning Commissioner Braun indicated support and caution for the questions being proposed; expressed concern regarding the EIR being used against the City in the future.

In response to Planning Commission inquiry, Planning and Building Director Watkins and Principal Rangwala explained the approximations of proposed commercial and residential units; indicated that permitted densities will not be changed.

Planning Chair Dahl anticipated the identification of housing impacts within the EIR that may be able to be mitigated through discretionary action.

The Planning Commission indicated support for the staff recommendation to the City Council which includes 500 units of residential, 130,000 square feet of retail, and 300,000 square feet of office space as the target numbers to be utilized for beginning the CEQA analysis with clarification that within this context, Mission Street and Fair Oaks Avenue is not an intersection but a corridor.

In response to City Council inquiry, Planning and Building Director Watkins discussed the analysis during the EIR process; spoke about anticipated impacts resulting from projected growth.

Councilmember Khubesrian indicated support of approval of staff recommendation.

Mayor Pro Tem Schneider indicated support for approval of staff recommendation; indicated additional analysis of the adjusted once the EIR results have been received.

During the course of discussion, the City Council discussed projected population growth, the adjustment of unit numbers once the EIR results have been received; stated the projected timeline of the EIR and approval process.

Mayor Cacciotti entertained a motion to approve the Planning Commission recommendation for the correct areas targeted for growth renewal and preservation and the amount of growth is appropriate with a friendly amendment by Planning Commissioner Morrish that we not want to specify an intersection but corridor for Mission Street and Fair Oaks Avenue and with the following numbers to be used: 500 units for residential, 130,000 square feet for retail, and 300,000 square feet for office space.

Councilmember Joe indicated support to direct staff to proceed also with the EIR consistent with the numbers and the recommendation.

MOTION BY PLANNING COMMISSIONER TOM, SECOND BY COMMISSIONER MORRISH, AND MOTION BY COUNCILMEMBER KHUBESRIAN, SECOND BY COUNCILMEMBER MAHMUD CARRIED 10-0, to direct staff to proceed with the Environmental Impact Report phase of the General Plan/Downtown Specific Plan Update using the growth projections which includes 500 units of residential, 130,000 square feet of retail, and 300,000 square feet of office space as the target numbers and clarification regarding the Mission Street and Fair Oaks Avenue Corridor.

ADJOURNMENT

Mayor	Cacciotti	adjourned	the	City	Council	Meeting	at 9:48	p.m.
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Evelyn G. Zneimer City Clerk Michael A. Cacciotti Mayor

Minutes approved by the South Pasadena City Council on December 20, 2017.

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:

December 20, 2017

TO:

Honorable Mayor and City Council

VIA:

Stephanie DeWolfe, City Manager

FROM:

David Batt, Finance Director on

SUBJECT:

Approval of Prepaid Warrants and Wire Transfers in the Amount

of \$1,107,599.54 General City Warrants in the Amount of \$169,268.56 and Payroll in the Amount of \$2,000,797.61

Recommendation

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

Fiscal Impact

Warrant # 200741 – 200954 \$ 1,100,971.54

General City Warrants:

Warrant # 200955 – 200964 \$ 169,268.56
Payroll 11-17-17 \$ 603,867.24
Payroll 12-01-17 \$ 774,333.93
Payroll 12-15-17 \$ 622,596.44
Wire Transfers \$ 6,628.00

RSA:

Prepaid Warrants \$
General City Warrants \$

Total

\$ 3,277,665.71

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Approval of Warrants December 20, 2017 Page 2 of 2

Attachments:

- 1. Warrant Summary
- 2. Prepaid Warrant List
- 3. General City Warrant List
- 4. Payroll 11-17-17, Payroll 12-01-17 & Payroll 12-15-17
- 5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1 Warrant Summary

City of South Pasadena		D-4-	40.00.47	
Demand/Warrant Register	Fund No.	Date	12.20.17 Amounts	
Recap by fund	Fund No.	Prepaid	Written	Payroll
General Fund	101	274,999.59	9,615.37	860,338.03
Insurance Fund	103	214,355.55	9,010.07	000,000.00
Street Improvement Program	104			
Facilities & Equip.Cap. Fund	105	54,925.71	8,785.00	
Local Transit Return "A"	205	1,844.22	71,714.27	24,263.70
Local Transit Return "C"	207	6,027.26	4,955.50	17,508.99
	210	1,284.46	4,900.00	38,347.49
Sewer Fund		1,204.40		30,347.48
CTC Traffic Improvement	211	20 700 25		40 052 24
Street Lighting Fund	215	29,700.35		18,853.31
Public, Education & Govt Fund	217			20.47
Clean Air Act Fund	218	05 400 00		29.47
Business Improvement Tax	220	25,108.00		
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226			
Housing Authority Fund	228			
State Gas Tax	230	7,419.05		42,769.27
County Park Bond Fund	232	94.16	360.44	
Measure R	233			
MSRC Grant Fund	238		17,595.00	
Bike & Pedestrian Paths	245			
BTA Grants	248			
Golden Streets Grant	249			
Capital Growth Fund	255			
CDBG	260	3,379.10	27,470.86	
Asset Forfeiture	270			
Police Grants - State	272	12,902.13		
Homeland Security Grant	274			
Park Impact Fees	275			
HSIP Grant	277		14,142.50	
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310			117.09
Water Fund	500	636,399.23	14,629.62	163,941.60
2016 Water Revenue Bonds Fund	505	1,530.00		
Public Financing Authority	550			
Payroll Clearing Fund	700	45,358.28		834,628.66
Wire Transfer - Various Funds		6,628.00		,
	Column Totals	1,107,599.54	169,268.56	2,000,797.61
	City Report Totals		3,277,665.71	
Recap by fund	Fund No.		Amounts	
Trees by Iuliu	<u> </u>	Prepaid	Written	Payroll
RSA	227	riepaiu -	-	-
	Column Totals	-	<u>.</u>	-
	RSA Report Totals		-	
			Amounts	
		Prepaid	Written	Payroll
		1,107,599.54	169,268.56	2,000,797.61
	Grand Report Total	=	3,277,665.71	
		,	uni Outo	
		<u> </u>	uni lutt	

Michael A. Cacciotti, Mayor

David Batt, Finance Director

ATTACHMENT 2 Prepaid Warrant List

Voided Checks 200370 \$302,236.49 200705 \$3,052.76

Spoiled Checks 200753

Wire Transfers

Employment Development Department (1st Quarter FY 17-18 Unemployment Charges) \$6,628.00

Accounts Payable

Check Detail

User:

mfestejo

Printed:

12/13/2017 - 6:38PM



Check Number Check Date			Amount
SSD8011 - 210 East Sound! Line Item	Account		
00810 11/30/2017 Inv 2017-1116			
Line Item Date Line Item De 11/16/2017 SP Library A	<u>scription</u> udio/Visual Set Up 11/16/17	<u>Line Item Account</u> 101-8010-8011-8020-000	150.00
Inv 2017-1116 Total			150.00
Inv 2017-1123			
<u>Line Item Date</u> <u>Line Item De</u> 11/23/2017 SP Library A	<u>scription</u> udio/Visual Set Up 11/30/17	<u>Line Item Account</u> 101-8010-8011-8020-000	200.00
Inv 2017-1123 Total			200.00
Inv 2017-1123*			
<u>Line Item Date</u> <u>Line Item De</u> 11/23/2017 SP Library A	scription udio/Visual Set Up 11/27/17	<u>Line Item Account</u> 101-8010-8011-8020-000	150.00
Inv 2017-1123* Total			150.00
00810 Total:			500.00
SSD8011 - 210 East Sound! Total:			500.00
FLA7010 - AFLAC Line Item Accoun	ıt		
Inv P/R/E 11/12/17			
Line Item Date Line Item De. 12/05/2017 Optional Inst		<u>Line Item Account</u> 700-0000-0000-2255-000	1,281.47
Inv P/R/E 11/12/17 Total			1,281.47
			1,281.47
FLA7010 - AFLAC Total:		·	1,281.47
IR6010 - Airgas USA LLC Line Item	Account		
00811 11/30/2017 Inv 9069131133			(
Line Item Date Line Item De	scription	Line Item Account	

Check Number C	Check Date		Amount
10/26/2017	Propane for Svc Yard Forklift	210-6010-6501-8020-000	37.51
10/26/2017	Propane for Sve Yard Forklift	500-6010-6710-8020-000	37.51
10/26/2017	Propane for Svc Yard Forklift	101-6010-6601-8020-000	37.51
/ 10/26/2017	Propane for Svc Yard Forklift	101-6010-6410-8020-000	37.53
10/26/2017	Propane for Svc Yard Forklift	230-6010-6116-8020-000	37.51
Inv 9069131133 T	otal		187.57
200811 Total:			187.57
AIR6010 - Airgas USA	LLC Total:		187.57
	ign Line Item Account 1/30/2017		
<u>Line Item Date</u> 11/30/2017	<u>Line Item Description</u> Refund Prior Business License Fees	<u>Line Item Account</u> 101-0000-0000-4400-000	96.00
Inv R396843 Total			96.00
200812 Total:			96.00
ANDN4400 - Alain Des	ign Total:		96.00
ANDN4400 - Alain Des	ign Total;		96.00
CMT2920 - All City N	Management Line Item Account		96.00
200813 11			96.00
CMT2920 - All City N	Management Line Item Account		96.00
200813 11	Management Line Item Account 1/30/2017 <u>Line Item Description</u>	<u>Line Item Account</u>	96.00
ACMT2920 - All City N 200813 11 Inv 51106	Management Line Item Account 1/30/2017	<u>Line Item Account</u> 101-4010-4011-8180-000	96.00 6,456.17
200813 11 Inv 51106 Line Item Date 10/26/2017	Management Line Item Account 1/30/2017 <u>Line Item Description</u>		6,45 6.17
ACMT2920 - All City M 200813 11 Inv 51106 Line Item Date	Management Line Item Account 1/30/2017 <u>Line Item Description</u>		
200813 11 Inv 51106 Line Item Date 10/26/2017 Inv 51106 Total	Management Line Item Account 1/30/2017 <u>Line Item Description</u>		6,45 6.17
200813 11 Inv 51106 Line Item Date 10/26/2017	Management Line Item Account 1/30/2017 <u>Line Item Description</u>		6,45 6.17
200813 11 Inv 51106 Line Item Date 10/26/2017 Inv 51106 Total	Management Line Item Account 1/30/2017 <u>Line Item Description</u>		6,45 6.17
200813 11 Inv 51106 Line Item Date 10/26/2017 Inv 51106 Total Inv 51418 Line Item Date	Management Line Item Account 1/30/2017 Line Item Description PD School Crossing Guard Svcs 10/8-10/21/17 Line Item Description	101-4010-4011-8180-000 Line Item Account	6,456.17 6,456.17
ACMT2920 - All City M 200813 11 Inv 51106 Line Item Date 10/26/2017 Inv 51106 Total Inv 51418 Line Item Date 11/08/2017	Management Line Item Account 1/30/2017 Line Item Description PD School Crossing Guard Svcs 10/8-10/21/17 Line Item Description	101-4010-4011-8180-000 Line Item Account	6,456.17 6,456.17 7,154.98
200813 11 Inv 51106 Line Item Date 10/26/2017 Inv 51106 Total Inv 51418 Line Item Date 11/08/2017 Inv 51418 Total	Management Line Item Account 1/30/2017 Line Item Description PD School Crossing Guard Svcs 10/8-10/21/17 Line Item Description	101-4010-4011-8180-000 Line Item Account	6,456.17 6,456.17 7,154.98 7,154.98
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Check Number Check Date		Amount
Inv bhvOWihdtVZN Total		210.38
Inv BMzuOJfrbAkL		
Line Item Date Line Item Description	Line Item Account	
10/13/2017 Supplies	101-8030-8021-8020-000	19.52
10/13/2017 Supplies	101-8030-8032-8264-000	56.00
Inv BMzuOJfrbAkL Total	•	75.52
Inv BPGOjrGzwulb		
<u>Line Item Date</u> <u>Line Item Description</u> 10/26/2017 Supplies	<u>Line Item Account</u> 101-8030-8031-8020-000	24.39
10/26/2017 Supplies 10/26/2017 Supplies	101-8030-8032-8020-000	24.81
	101 3030 3032 3030 000	
Inv BPGOjrGzwulb Total		49.20
Inv BPpyYhBcGiBe		
Line Item Date Line Item Description 10/06/2017 Supplies	<u>Line Item Account</u> 101-8030-8031-8110-000	1,176.04
10.00.2011 Supplied	101 0000 0001 0110 000	1,110.04
Inv BPpyYhBcGIBe Total	~	1,176.04
Inv BrWgmsydsxai		
Line Item Date Line Item Description	Line Item Account	
09/26/2017 Supplies CREDIT	101-8030-8021-8020-000	-9.99
Inv BrWgmsydsxai Total		-9.99
00914 Total:		1,501.15
MZN8030 - Amazon/SYNCB Total:		1,501.15
MTE8031 - American Technologies Inc. Line Item Account 00915 12/07/2017		
Inv 9301315889-03		
<u>Line Item Date</u> <u>Line Item Description</u> 10/30/2017 <u>Line Item Description</u> Council Chambers Emergency Svcs Repairs	<u>Line Item Account</u> 101-9000-9405-9405-000	43,877.40
Inv 9301315889-03 Total		43,877.40
		,
Inv 9301315889-03*		
<u>Line Item Date</u> <u>Line Item Description</u> 10/30/2017 <u>Line Item Description</u> Council Chambers Emergency Svcs Repairs - Damaged Chairs	<u>Line Item Account</u> 101-9000-9405-9405-000	-7,416.00
Inv 9301315889-03* Total		-7,416.00
00915 Total:		36,461.40
OUT LOUI.		(
MTE8031 - American Technologies Inc. Total:		36,461.40
AP-Check Detail (12/13/2017 - 6:38 PM)		Page 3

Page 4

AME0229 - Ameritas Line Ite	m Assount		
200804 11/30/20			
Inv P/R/E 11/26/17			
	e Item Description	Line Item Account	
11/28/2017 Vis	ion Ins. Dec-17	700-0000-0000-2268-000	3,219.72
Inv P/R/E 11/26/17 Total			3,219.72
200804 Total:			3,219.72
AME0229 - Ameritas Total:			3,219.72
PAC6201 - Ameron Pole Prod 200814 11/30/20 Inv 156681			
	e <u>Item Description</u> tht Poles	<u>Line Item Account</u> 215-6010-6201-8020-000	8,833.88
Inv 156681 Total			8,833.88
200814 Total:			8,833.88
AC6201 - Ameron Pole Prod	ucts Total:		8,833.88
200924 12/07/20	ude (Trudi) Line Item Account 17		
	- Kees December	Line Item Account	
	e Item Description Center Christmas Program Entertainment 12/14/17	<u>Line Item Account</u> 101-8030-8021-8020-000	75.00
Inv 12/14/17 Total			75.00
200924 Total:			75.00
TDAN8021 - Anderson, Gertr	ude (Trudi) Total:		75.00
AREC4400 - ARC Electrical 0 200815 11/30/20 Inv R396835	Contractors Line Item Account 17		
••••	e Item Description	Line Item Account	
11/30/2017 Res	fund Prior Business License Fees	220-0000-0000-5412-000	00.801
11/30/2017 Ref	und Prior Business License Fees	101-0000-0000-4400-000	288.00
Inv R396835 Total			396.00
) 200815 Total:			396.00
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AREC4400 - ARC Electrical Contractors Total:		396.00
ARTI6601 - Artic Mechanical Inc. Line Item Account 200816 11/30/2017		
Inv 140800-837		
Line Item Date Line Item Description	Line Item Account	
08/15/2017 Svc Call - A/C Maint PD Watch Commander's Office	101-6010-6601-8120-000	313.64
Inv 140800-837 Total		313.64
Inv 140804-913		
Line Item Date Line Item Description	Line Item Account	
10/24/2017 Svc Call - A/C Down - City Hall	101-6010-6601-8120-000	276.25
Inv 140804-913 Total		276,25
INV 140804-913 Total		270.23
200816 Total:		589.89
ARTI6601 - Artic Mechanical Inc. Total:		589.89
ATCN9011 - AT & T Line Item Account 200767 11/16/2017		
Inv 000010430348		
Line Item Date Line Item Description	Line Item Account	
10/27/2017 9391036942 9/27-10/26/17	101-2010-2032-8150-000	159.10
	•	159.10
Inv 000010430348 Total		
Inv 000010430348 Total Inv 000010430349		
Inv 000010430349	Line Item Account	
Inv 000010430349	<u>Line Item Account</u> 101-2010-2032-8150-000	159.31
Inv 000010430349 Line Item Date Line Item Description 10/27/2017 9391036943 9/27-10/26/17		
Inv 000010430349 Line Item Date Line Item Description		159.31 159.31
Inv 000010430349 <u>Line Item Date</u> <u>Line Item Description</u> 10/27/2017 9391036943 9/27-10/26/17 Inv 000010430349 Total		159.31
Inv 000010430349 <u>Line Item Date Line Item Description</u> 10/27/2017 9391036943 9/27-10/26/17 Inv 000010430349 Total		
Inv 000010430349 <u>Line Item Date</u> <u>Line Item Description</u> 10/27/2017 9391036943 9/27-10/26/17 Inv 000010430349 Total 200767 Total:		159.31
Inv 000010430349 Line Item Date		318.41
Inv 000010430349 Line Item Date Line Item Description 10/27/2017 9391036943 9/27-10/26/17 Inv 000010430349 Total 200767 Total: ATCN9011 - AT & T Total: AT&T5006 - AT & T U-Verse Line Item Account		318.41
Inv 000010430349 Line Item Date Line Item Description 10/27/2017 9391036943 9/27-10/26/17 Inv 000010430349 Total 200767 Total: ATCN9011 - AT & T Total: AT&T5006 - AT & T U-Verse Line Item Account		318.41
Inv 000010430349 Line Item Date		318.41
Inv 000010430349 Line Item Date Line Item Description 10/27/2017 9391036943 9/27-10/26/17 Inv 000010430349 Total 200767 Total: ATCN9011 - AT & T Total: AT&T5006 - AT & T U-Verse Line Item Account 200817 11/30/2017	101-2010-2032-8150-000	318.41
Inv 000010430349 Line Item Date	101-2010-2032-8150-000 Line Item Account	318.41

200817 Total: AT&T5006 - AT & T U-Verse Total: AT&T5011 - AT&T Line Item Account 200818	75.00 75.00 Item Account
AT&T5011 - AT&T Line Item Account 200818 11/30/2017 Inv 331 841-0756	<u> Item Account</u>
AT&T5011 - AT&T Line Item Account 200818 11/30/2017 Inv 331 841-0756	<u> Item Account</u>
200818 11/30/2017 Inv 331 841-0756	
200818 11/30/2017 Inv 331 841-0756	
	
Line Item Date Line Item Description	
Direction Date Direction Description	
	032-8150-000 33.4
Inv 331 841-0756 Total	33.4
Inv 331 841-0802	
	Item Account
11/07/2017 11/7-12/6/17 101-2010-20	032-8150-000 33.4
Inv 331 841-0802 Total	33.4
200818 Total:	66.82
AT&T5011 - AT&T Total:	66.83
CIN4011 - AT&T Cingular Wireless Line Item Account 200925 12/07/2017	
Inv 287014917916x10	
	<u>Item Account</u> 710-8150-000 53.5
)32-8150-000 420.0
10/00/2017 3/3/ // 10/07/7 10/07/7	120,00
Inv 287014917916x10 Total	473.5
Inv 287014917916x11	
	Item Account
•	032-8150-000 545.2
11/08/2017 City Mobile Devices 10/9-11/8/17 500-6010-6'	710-8150-000 53.4
Inv 287014917916x11 Total	598.6
Inv 287258938988x11	
	Item Account
	710-8020-000 135.5
	711-8020-000 161.8
	501-8020-000 32.5
11/19/2017 PW Cell Phones 10/20-11/19/17 101-2010-20	332-8150-000 531.6
Inv 287258938988x11 Total	861.6
) Inv 287269956155x11	
Line Item Date Line Item Description Line	Item Account
AP-Check Detail (12/12/2017 - 6:38 PM)	Page 6

heck Number Check Date	·	Amount
11/06/2017 PD Cell Phones 10/7-11/6/17	101-2010-2032-8150-000	1,240.11
Inv 287269956155x11 Total		1,240.11
Inv 879338213x1123		
<u>Line Item Date</u> <u>Line Item Description</u> 11/15/2017 FD Cell Phones 10/16-11/15/17	<u>Line Item Account</u> 101-2010-2032-8150-000	92.06
Inv 879338213x1123 Total		92.06
00925 Total:		3,265.97
N4011 - AT&T —Cingular Wireless Total:		3,265.97
TH0292 - Athens Disposal Company Line Item Account 00754 11/15/2017 Inv October 2017 R	•	
Inv October 2017 R <u>Line Item Date</u> <u>Line Item Description</u> 10/10/2017 Estimate Rubbish Fees October 2017	<u>Line Item Account</u> 500-0000-0000-5360-000	275,307.72
Inv October 2017 R Total		275,307.72
Inv October 2017* R		
<u>Line Item Date</u> <u>Line Item Description</u> 10/10/2017	<u>Line Item Account</u> 500-0000-0000-5360-000	8,385.72
Inv October 2017* R Total		8,385.72
Inv Sept 2017 R	•	
<u>Line Item Date</u> <u>Line Item Description</u> 10/10/2017 Yard Waste Fee Sept. 2017	<u>Line Item Account</u> 500-0000-0000-5525-000	17,025.61
Inv Sept 2017 R Total		17,025.61
Inv Sept 2017* R		
<u>Line Item Date</u> <u>Line Item Description</u> 10/10/2017 Low Income Fee Sept. 2017	<u>Line Item Account</u> 101-0000-0000-4210-001	1,517.44
Inv Sept 2017* R Total		1,517.44
00754 Total:		302,236.49
00768 11/16/2017 Inv November 2017		
Line Item Date Line Item Description 11/15/2017 Estimate Rubbish Fees November 2017	<u>Line Item Account</u> 500-0000-0000-5360-000	248,834.32

Ch	ieck Number C	heck Date		Amount
	Inv November	2017*		
	<u>Line Item Date</u> 11/15/2017	<u>Line Item Description</u> Estimate Recycling Fees November 2017	<u>Line Item Account</u> 500-0000-0000-5360-000	5,450.42
	Inv November 201	7* Total		5,450.42
	Inv October 20	17		
	<u>Line Item Date</u> 11/15/2017	Line Item Description Yard Waste Fee October 2017	<u>Line Item Account</u> 500-0000-0000-5525-000	9,489.45
	Inv October 2017	Total		9,489.45
	Inv October 20	17*		
	<u>Line Item Date</u> 11/15/2017	Line Item Description Low Income Fee October 2017	<u>Line Item Account</u> 101-0000-0000-4210-001	1,138.08
	Inv October 2017*	Total		1,138.08
20	0768 Total:			264,912.27
ΑT	`H0292 - Athens Disr	posal Company Total:		567,148.76
		ah Line Item Account		
	0819 11	1/30/2017		
	Inv R00396829		Time Years Assessment	
	<u>Line Item Date</u> 11/06/2017	<u>Line Item Description</u> Refund Business License Payment in Error	<u>Line Item Account</u> 101-0000-0000-4400-000	96.00
	11/06/2017	Refund Business License Payment in Error	101-0000-0000-4405-000	1.00
	11/06/2017	Refund Business License Payment in Error	101-0000-0000-5200-002	10.00
	11/06/2017	Refund Business License Payment in Error	101-0000-0000-5150-001	34.00
	Inv R00396829 To	tal		141.00
20	0819 Total:			141.00
SR	AZ52 00 - Azad, Sara	ah Total:		141.00
_		I Center Line Item Account		
20	0788 11 Inv 5680	/21/2017		
	<u>Line Item Date</u> 09/28/2017	<u>Line Item Description</u> FD Strike Team - Car Rental - Enterprise	<u>Line Item Account</u> 101-5010-5011-8020-000	11.70
	Inv 5680 Total			11.70
	Inv 5680A			
	Line Item Date	Line Item Description	Line Item Account	

Inv 5680A Total			0.34
Inv 5680B			(
Line Item Date 09/30/2017	<u>Line Item Description</u> Council District Boundaries Ad - Facebook.com	<u>Line Item Account</u> 101-1020-1022-8170-000	19.57
Inv 5680B Total			19.57
Inv 5680C			
<u>Line Item Date</u> 09/30/2017	Line Item Description General Plan Focus Group Mtgs Ad - Facebook.com	<u>Line Item Account</u> 101-7010-7011-8020-000	1.30
Inv 5680C Total			1.30
Inv 5680D			
<u>Line Item Date</u> 09/29/2017	<u>Line Item Description</u> Sr. Planner Job Posting Ad - APA CA	<u>Line Item Account</u> 101-7010-7011-8040-000	120.00
Inv 5680D Total			120.00
Inv 5680E			
<u>Line Item Date</u> 10/02/2017	Line Item Description Legal Filing - LAC Registrar	<u>Line Item Account</u> 101-7010-7011-8040-000	151.75
Inv 5680E Total			151.75
Inv 5680F			
<u>Line Item Date</u> 10/04/2017	<u>Line Item Description</u> Park Supervisor Book - Barnes & Noble	Line Item Account 215-6010-6310-8200-000	13.06
Inv 5680F Total			13.06
Inv 5680G			
<u>Line Item Date</u> 09/26/2017	<u>Line Item Description</u> League of CA Cities Conf. Sheraton Hotel Credit- E.Zneimer	<u>Line Item Account</u> 101-1020-1021-8200-000	-171.35
Inv 5680G Total			-171.35
Inv 5680H			
<u>Line Item Date</u> 10/03/2017	Line Item Description District Maps - Fed Ex Office	<u>Line Item Account</u> 101-1020-1022-8020-000	161.49
Inv 5680H Total			161.49
Inv 5680I			
<u>Line Item Date</u> 10/03/2017	Line Item Description HR NeoGov Conf. Monte Carlo Hotel CREDIT	<u>Line Item Account</u> 101-2010-2013-8090-000	-468.20
Inv 5680I Total			-468.20

	ck Number	Check Date		Amount
	Inv 5680J			
)	<u>Line Item Date</u> 10/04/2017	<u>Line Item Description</u> Council Meals 10/4/17 - Patakan Thai	<u>Line Item Account</u> 101-1010-1011-8090-000	101.54
	Inv 5680J Total			101.54
	Inv 5680K			
	<u>Line Item Date</u> 10/05/2017	<u>Line Item Description</u> PD Lamination Order Fed Ex Office	Line Item Account 101-4010-4011-8050-000	78.29
	Inv 5680K Total	,		78.29
	Inv 5680L			
	Line Item Date 10/10/2017	<u>Line Item Description</u> Focus Group Meeting Supplies - Vons	<u>Line Item Account</u> 101-7010-7011-8020-000	35.64
	Inv 5680L Total			35.64
	Inv 5680M			
	<u>Line Item Date</u> 10/10/2017	<u>Line Item Description</u> FD Internal Promotional Exam - Gus's BBQ	<u>Line Item Account</u> 101-5010-5011-8020-000	52.49
	Inv 5680M Total			52.49
	Inv 5680N			
)	Line Item Date 10/12/2017	Line Item Description Prof. Dev. Training AirBnB - A.Mejia & L. Demirjian	Line Item Account 101-1020-1021-8200-000	222.70
	10/13/2017	League of CA Cities Sacramento Conf Southwest - D. Mahmud	101-1010-1011-8090-000	135.45
	Inv 5680N Total			358.15
	Inv 5680O			
	Line Item Date	Line Item Description League of CA Cities Sacramento Conf Southwest - P. Toor	<u>Line Item Account</u> 101-6010-6011-8090-000	182.96
	10/13/2017 10/13/2017	PD Camera - Samy's Camera	101-4010-4011-8020-000	270.41
	Inv 5680O Total			453.37
	Inv 5680P			
	Line Item Date 10/17/2017	<u>Line Item Description</u> CPRS Awards Entry Fee - Creating Community Awards	<u>Line Item Account</u> 101-8030-8032-8020-000	70.00
	Inv 5680P Total			70.00
	Inv 5680Q			
	<u>Line Item Date</u> 10/18/2017	Line Item Description Council Meal 10/18/17 - Tomatoe Pie	<u>Line Item Account</u> 101-1010-1011-8090-000	123.99
	Inv 5680Q Total			123.99

Check Number	Check Date		Amount
Inv 5680R			
<u>Line Item Date</u> 10/19/2017	<u>Line Item Description</u> Open House/Water Tour Supplies - La Monarca	<u>Line Item Account</u> 500-6010-6710-8020-000	100.50
Inv 5680R Tota	1		100.50
Inv 5680S			
<u>Line Item Date</u> 10/18/2017	<u>Line Item Description</u> Water Environment Non-Potable Water System - J. Shimm	<u>Line Item Account</u> 500-3010-3012-8032-000	40.00
Inv 5680S Total	I .		40.00
Inv 5680T			
<u>Line Item Date</u> 10/18/2017	<u>Line Item Description</u> Water Environment Non-Potable Water System - K. Courdy	<u>Line Item Account</u> 101-6010-6015-8090-000	40.00
Inv 5680T Tota	1		40.00
Inv 5680U	·		
Line Item Date 10/25/2017	<u>Line Item Description</u> FD Portable Radio Antennas - 49er Communications	<u>Line Item Account</u> 101-5010-5011-8020-000	360.30
Inv 5680U Tota			360.30
Inv 5680V <u>Line Item Date</u> 10/23/2017	Line Item Description DropBox Busn for Assorted City Dept	Line Item Account	90.00
Inv 5680V Tota	ıl		90.00
Inv 5680W <u>Line Item Date</u> 10/01/2017	<u>Line Item Description</u> Sr. Center Monthly NetFlix Fee	<u>Line Item Account</u> 101-8030-8021-8020-000	28.40
Inv 5680W Tota	al		28.40
Inv 5680X			
<u>Line Item Date</u> 10/25/2017	Line Item Description Passport Application Fees USPS.com	<u>Line Item Account</u> 101-0000-0000-5255-000	113.05
Inv 5680X Tota	1		113.05
00788 Total:			1,885.38
00789 Inv 0244	11/21/2017		
Line Item Date 10/20/2017	<u>Line Item Description</u> PD Det. Joe Johnson Fuel Expenses	<u>Line Item Account</u> 101-4010-4011-8020-000	328.56
Inv 0244 Total			328.56
	•		

Ch	eck Number C	heck Date		Amount
	Inv 0244A			
	<u>Line Item Date</u> 10/17/2017	<u>Line Item Description</u> PD Det. Joe Johnson Expenses - Office Max	<u>Line Item Account</u> 101-4010-4011-8020-000	7.32
	Inv 0244A Total			7.32
	Inv 0244B			
	<u>Line Item Date</u> 10/19/2017	<u>Line Item Description</u> PD Det. Joe Johnson Expenses - Expedia	<u>Line Item Account</u> 101-4010-4011-8020-000	38.00
	Inv 0244B Total			38.00
	Inv 0244C			
	<u>Line Item Date</u> 10/19/2017	<u>Line Item Description</u> PD Det. Joe Johnson Expenses - Jetblue	<u>Line Item Account</u> 101-4010-4011-8020-000	536.40
	Inv 0244C Total			536.40
	Inv 0244D			
	<u>Line Item Date</u> 10/23/2017	<u>Line Item Description</u> PD Det. Joe Johnson Expenses - Hertz Rent A Car	<u>Line Item Account</u> 101-4010-4011-8020-000	513.77
	Inv 0244D Total			513.77
	Inv 0244E			
	<u>Line Item Date</u> 10/24/2017	<u>Line Item Description</u> PD Det. Joe Johnson Expenses - LAZ Parking	<u>Line Item Account</u> 101-4010-4011-8020-000	38.00
	Inv 0244E Total			38.00
	Inv 0244F			
	<u>Line Item Date</u> 10/25/2017	<u>Line Item Description</u> PD Det. Joe Johnson Expenses - Hertz Rent A Car	Line Item Account 101-4010-4011-8020-000	120.80
	Inv 0244F Total			120.80
20	0789 Total:			1,582.85
вс	CC4010 - BankCare	d Center Total:		3,468.23
	0790 11	ociates Line Item Account ./21/2017		
	Inv 17-838 <u>Line Item Date</u>	Line Item Description	Line Item Account	
	11/13/2017	GASB 68 Reports & OPEB Valuation	101-3010-3041-8170-000	6,775.00
es.	Inv 17-838 Total			6,775.00
<u>)</u>	0790 Total:		·	6,775.00
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BRAS3010 - Bartel Associates Total:		6,775.00
ZAMR7000 - Billingslea, Jr., Thomas H. Line Item Account 200805 11/30/2017 Inv P/R/E 11/26/17		
<u>Line Item Date</u> <u>Line Item Description</u> 11/28/2017 Garnishment	<u>Line Item Account</u> 700-0000-0000-2264-000	805.40
Inv P/R/E 11/26/17 Total		805.40
200805 Total:		805.40
ZAMR7000 - Billingslea, Jr., Thomas H. Total:		805.40
BWCN2984 - Boswell Construction Line Item Account 200820 11/30/2017 Inv R82435		
<u>Line Item Date</u> <u>Line Item Description</u> 11/14/2017 Refund Hydrant Meter Deposit	<u>Line Item Account</u> 500-0000-0000-2984-000	891.32
Inv R82435 Total		891.32
200820 Total:		891.32
BWCN2984 - Boswell Construction Total:		891.32
UR0480 - Burgos, Arthur Line Item Account 200821 11/30/2017 Inv 12/11-15/17		
<u>Line Item Date</u> <u>Line Item Description</u> 11/16/2017 PD Training Expenses	<u>Line Item Account</u> 101-4010-4011-8210-000	673.71
Inv 12/11-15/17 Total		673.71
200821 Total:		673.71
BUR0480 - Burgos, Arthur Total:		673.71
MCS6710 - C & M Construction Line Item Account 200822 11/30/2017 Inv 11/10/17		
<u>Line Item Date</u> <u>Line Item Description</u> 11/10/2017	<u>Line Item Account</u> 500-6010-6710-8180-000	14,600.00
Inv 11/10/17 Total		14,600.00

Check Number Che	ck Date		Amount
200822 Total;	*		14,600.00
CMCS6710 - C & M Cons	struction Total:		14,600.00
CAL6695 - CA American	Water Co. Line Item Account		
200823 11/30	0/2017		
Inv 210021511021			
<u>Line Item Date</u> 10/24/2017	Line Item Description Water Supply Fees for Wilson Well #2 9/22-10/20/17	<u>Line Item Account</u> 500-6010-6711-8231-000	42.84
Inv 210021511021 To	otal		42.84
200823 Total:			42.84
200926 12/07	7/2017		
Inv 210021511021	ı.		
<u>Line Item Date</u> 11/27/2017	<u>Line Item Description</u> Water Supply for Wilson Well #2 10/21-11/21/17	<u>Line Item Account</u> 500-6010-6711-8231-000	12.17
Inv 210021511021 To	otal		12.17
200926 Total:			12.17
CAL6695 - CA American	Water Co. Total:		55.01
	operty & Evidence Line Item Account //2017		
Inv 06039			
<u>Line Item Date</u> 11/17/2017	<u>Line Item Description</u> 2018 Membership Dues for PD Property Clerk- SSA Peggy Granget	<u>Line Item Account</u> 101-4010-4011-8060-000	45.00
Inv 06039 Total			45.00
200824 Total:			45.00
CAP4010 - CA Ass'n of Pr	operty & Evidence Total:		45.00
	ring Group Line Item Account 0/2017	·	
Inv C371482			
	Line Item Description FD Oxygen Cylinder Rental - 4M Size	<u>Line Item Account</u> 101-5010-5011-8025-000	143.58
Inv C371482 Total			143.58

Inv R10170696			
<u>Line Item Date</u> 10/31/2017	Line Item Description FD Oxygen Cylinder Rental	<u>Line Item Account</u> 101-5010-5011-8025-000	123.50
Inv R10170696 Tota	al		123.50
0825 Total:			267.08
L0100 - CA Dental B	suying Group Total:		267.08
	y Association Line Item Account 21/2017		
<u>Line Item Date</u> 02/13/2017	Line Item Description Ad for Assistant Library Director 2/17	<u>Line Item Account</u> 101-2010-2013-8040-000	100.00
Inv 200005777 Tota			100.00
0791 Total:			100.00
LA8010 - CA Librar	y Association Total:		100.00
	ervices Line Item Account 30/2017		
<u>Line Item Date</u> 11/06/2017	Line Item Description FD Dept. Supplies	Line Item Account 101-5010-5011-8020-000	111.98
Inv 1453335 Total			111.98
Inv 1455546			
Line Item Date 11/13/2017	Line Item Description FD Dept. Supplies	<u>Line Item Account</u> 101-5010-5011-8020-000	120.53
Inv 1455546 Total			120.53
0826 Total:			232.51
L5236 - CA Linen Se	ervices Total:		232.51
	enance & Environmental Line Item Account 30/2017		
<u>Line Item Date</u> 11/01/2017	Line Item Description Underground Storage Tank - Monthly Inspection 10/17	<u>Line Item Account</u> 101-6010-6601-8120-000	100.00
Inv 26457 Total			100.00

$\overline{}$	Inv 26458			
)	Line Item Date	Line Item Description	Line Item Account	
• • • •	11/01/2017	UST Operator Monthly Inspection - 10/17	101-2010-2011-8100-000	2.00
	11/01/2017	UST Operator Monthly Inspection - 10/17	101-5010-5011-8105-000	8.00
	11/01/2017 11/01/2017	UST Operator Monthly Inspection - 10/17 UST Operator Monthly Inspection - 10/17	101-7010-7011-8100-000 101-6010-6011-8100-000	2.00 2.00
	11/01/2017	UST Operator Monthly Inspection - 10/17	101-4010-6011-8100-000	86.00
		Cor operator mentally impressed to the	101 1010 1011 0100 000	
	Inv 26458 Total			100.00
200	9827 Total:			200.00
CAI	ME2015 - CA Main	tenance & Environmental Total:		200.00
	0755 11	isbursement Unit Line Item Account 1/15/2017		
	Inv P/R/E 11/11			
	<u>Line Item Date</u> 11/14/2017	Line Item Description Garnishment	<u>Line Item Account</u> 700-0000-0000-2264-000	400.50
	Inv P/R/E 11/12/17	7 Total		400.50
~_200	1755 Total:			400.50
\mathcal{L}_{200}	756 11	1/15/2017		
200	Inv P/R/E 11/12			
	Line Item Date	Line Item Description	Line Item Account	. 222.00
	11/14/2017	Garnishment	700-0000-0000-2264-000	1,320.00
	Inv P/R/E 11/12/17	7 Total		1,320.00
200	756 Total:			1,320.00
		•		- /-
200	806 11 Inv P/R/E 11/26	/30/2017 5/17		
	<u>Line Item Date</u> 11/28/2017	Line Item Description Garnishment	<u>Line Item Account</u> 700-0000-0000-2264-000	400.50
	Inv P/R/E 11/26/17	7 Total		400.50
200	806 Total:			400.50
200	807 11	/30/2017		
	Inv P/R/E 11/26	5/17		•
	Line Item Date	Line Item Description	Line Item Account	
	11/28/2017	Garnishment	700-0000-0000-2264-000	1,320.00
	Inv P/R/E 11/26/17	Total		1,320.00
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200807 Total:			1,320.00
200945 12/14/2017 Inv P/R/E 12/10/17			
Line Item Date Line Item 12/12/2017 Garnishm	Description ent	<u>Line Item Account</u> 700-0000-0000-2264-000	400.50
Inv P/R/E 12/10/17 Total			400.50
00945 Total:			400.50
00946 12/14/2017 Inv P/R/E 12/10/17			
Line Item Date Line Item 12/12/2017 Garnishm	<u>Description</u> ent	<u>Line Item Account</u> 700-0000-0000-2264-000	1,320.00
Inv P/R/E 12/10/17 Total			1,320.00
00946 Total:		•	1,320.00
SD3014 - Ca. State Disbursement	Unit Total:		5,161.50
AHM8264 - California Heritage M 00741 11/08/2017	useum Line Item Account		(
Inv 110317		** *. *.	
	<u>Description</u> Tickets for Tour 11/15/17	<u>Line Item Account</u> 101-8030-8021-8264-000	40.00
Inv 110317 Total			40.00
0741 Total:			40.00
AHM8264 - California Heritage M	useum Total:		40.00
AN0607 - Cantu Graphics Line Ito 00828 11/30/2017	m Account		
Inv 2006		Time Tarre Account	
Line Item Date Line Item 10/11/2017 FD Print	Description ob	<u>Line Item Account</u> 101-5010-5011-8050-000	23.48
Inv 2006 Total	•		23.48
00828 Total:			23.48
AN0607 - Cantu Graphics Total:			23.48
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_		aw Firm Line Item Account		
20079		/21/2017		
	inc Item Date 1/21/2017	Line Item Description Refund of Subpoena 11/28/17 of Officer Manukian Cancelled	<u>Line Item Account</u> 101-0000-0000-2910-002	275.00
I	nv R83168 Total			275.00
20079	2 Total;			275.00
CRLV	V2910 - Carrillo L	aw Firm Total:		275.00
CAT0 20091		stems Inc. Line Item Account 107/2017		
I	nv 4511			
	ine Item Date 1/09/2017	<u>Line Item Description</u> Sr. Center Meals w/ 10/30-11/3/17	<u>Line Item Account</u> 260-8030-8023-8180-000	1,886.84
I	nv 4511 Total			1,886.84
Iı	nv 4518			
	<u>ine Item Date</u> 1/10/2017	Line Item Description Sr. Center Meals w/11/5-9/17	<u>Line Item Account</u> 260-8030-8023-8180-000	1,199.66
) I	nv 4518 Total			1,199.66
I	_{nv} 4519			
	ine Item <u>Date</u> 1/10/2017	<u>Line Item Description</u> Sr. Center Meals w/ 11/9/17	<u>Line Item Account</u> 260-8030-8023-8180-000	292.60
Iı	nv 4519 Total			292.60
20091	6 Total:			3,379.10
CAT0	700 - Catering Sys	tems Inc. Total:		3,379.10
CPTS: 20074	2 11/	nt Solutions Line Item Account 08/2017		
I	nv 213740			
	ine Item Date 0/31/2017	<u>Line Item Description</u> Finance 2017 A/P 1099 & P/R W-2 Forms with Envelopes .	<u>Line Item Account</u> 101-3010-3011-8020-000	577.61
Ii	nv 213740 Total			577.61
20074	2 Total:			577.61
ر الماري	_ ~~~~	·		

Inv 12/6/17 Total

606.46

NDCT8011 - Colletti, Ned Total:

200.00

,	2017 .	,	,
/ Inv 05414075			
	<u>.ine Item Description</u> Water Division Safety Gloves	<u>Line Item Account</u> 500-6010-6710-8134-000	12.56
Inv 05414075 Total			12.56
200833 Total:			12.56
CONN6711 - Conney Safety	7 Total:		12.56
CRMN6010 - Core & Main 200834 11/30/ Inv H443321			
Line Item Date I	ine Item Description Fire Hydrants Repair Parts	<u>Line Item Account</u> 500-0000-0000-1400-000	412.71
Inv H443321 Total		*	412.71
200834 Total:			412.71
RMN6010 - Core & Main	LP Total:		412.71
CRDA1021 - Corodata Rec 200835 11/30/ Inv DN1171232	ords Management Line Item Account 2017		
	ine Item Description Records Mgmt Svcs 10/17	<u>Line Item Account</u> 101-1020-1021-8180-000	95.00
Inv DN1171232 Total			95.00
Inv RS4359675			
	ine Item Description Records Mgmt Svcs 10/17	<u>Line Item Account</u> 101-1020-1021-8180-000	326.10
Inv RS4359675 Total			326.10
200835 Total:			421.10
CRDA1021 - Corodata Rec	ords Management Total:		421.10
00.00			
CPS0551 - CPRS Line Item 200836 11/30/2 Inv 3/14/18			

heck Number Check Date		Amount
11/28/2017 Teen Academy Training Conf. 3/14/18 - Norma Jones	101-8030-8032-8200-000	44.00
Inv 3/14/18 Total		44.00
Inv 3/14/18*		
Line Item Date 11/28/2017 Line Item Description Teen Academy Training Conf. 3/14/18 - Nancy Gonzalez	<u>Line Item Account</u> 101-8030-8032-8200-000	44.00
Inv 3/14/18* Total .		44.00
0836 Total:		88.00
S0551 - CPRS Total:		88.00
PR0551 - CPRS District XIII Line Item Account 00929 12/07/2017 Inv 12/13/17	,	
Line Item Date Line Item Description 12/05/2017 CPRS District 13 Holiday Cheer Registration	<u>Line Item Account</u> 101-8030-8032-8020-000	150.00
Inv 12/13/17 Total		150.00
0929 Total:		150.00
PR0551 - CPRS District XIII Total:		150.00
SULB40 - CSULB Foundation Line Item Account 10793 11/21/2017		
Inv 12/4-6/17		
<u>Line Item Date</u> <u>Line Item Description</u> 11/16/2017 PD Training Registration - Cpl. Phillips	<u>Line Item Account</u> 101-4010-4011-8210-000	381.00
Inv 12/4-6/17 Total		381.00
0793 Total:		381.00
ULB40 - CSULB Foundation Total:		381.00
EL0771 - Delta Dental Line Item Account 10808 11/30/2017 Inv P/R/E 11/26/17		
Line Item Date Line Item Description Dental Ins. Dec-17	<u>Line Item Account</u> 700-0000-0000-2267-000	10,781.81
Inv P/R/E 11/26/17 Total		10,781.81
		(
0808 Total:		10,781.81

EL0771 - Delta Dental	Total:		10,781.81
	eral Services Line Item Account 7/2017 07		
		Line Item Account	
<u>Line Item Date</u> 11/02/2017	<u>Line Item Description</u> Svcs Relating to Filings for Office of Admin Hearings - Employee	101-2010-2013-8170-000	3,315.00
Inv 0000001083207	Total	•	3,315.00
200930 Total:			3,315.00
DGSS8020 - Dept. of Gen	oval Sovijac Totali		3,315.00
<u>-</u>	ephanie Line Item Account		5,515.00
	7/2017		
Inv 12/5/17			•
<u>Line Item Date</u> 12/05/2017	<u>Line Item Description</u> Reimb. Cobra Payment for Dental 12/1/17-5/31/18	<u>Line Item Account</u> 101-3010-3041-7131-000	301.38
Inv 12/5/17 Total			301.3
00931 Total:			301.38
SPDW7000 - DeWolfe, St	ephanie Total:	·	301.38
200773 11/1	nmunications Corp Line Item Account 6/2017		
Inv 28640			
<u>Line Item Date</u> 10/30/2017	<u>Line Item Description</u> Activate 3 Analog Lines GarfieldReservoir Elevator & Fire Alarm	<u>Line Item Account</u> 500-6010-6710-8110-000	250.00
Inv 28640 Total	·		250.0
Inv 28789			
<u>Line Item Date</u> 11/08/2017	<u>Line Item Description</u> Activate 3 Analog Lines GarfieldReservoir Elevator & Fire Alarm	<u>Line Item Account</u> 500-6010-6710-8110-000	610.00
Inv 28789 Total			610.0
200773 Total:			860.00
DIG0800 - Digital Teleco	nmunications Corp Total:		860.00
/	ate Sves Inc. Line Item Account 0/2017		

	teck Date		Amount
Inv R396897			
<u>Line Item Date</u> 11/30/2017	<u>Line Item Description</u> Refund Prior Business License Fees	<u>Line Item Account</u> 101-0000-0000-4400-000	260.00
Inv R396897 Total			260.00
200837 Total:			260.00
JES4400 - DJ's Real E	state Svcs Inc. Total:		260.00
200838 11/	Ph.D Line Item Account (30/2017	•	
Inv 00077			
<u>Line Item Date</u> 11/04/2017	Line Item Description Transit Fleet Cleaning 11/17	<u>Line Item Account</u> 207-8030-8025-8100-000	315.00
Inv 00077 Total			315.00
00838 Total:			315.00
DLP8010 - Dr. Detail I	Ph.D Total:		315.00
	erator Svc Inc. Line Item Account		(
	(30/2017		\
Inv A47626		Line Item Account	`
	Line Item Description Generator Preventative Maint. Svcs	<u>Line Item Account</u> 500-6010-6711-8020-000	330.00
Inv A47626 <u>Line Item Date</u>	Line Item Description		330.00 330.00
Inv A47626 <u>Line Item Date</u> 11/02/2017	Line Item Description		
Inv A47626 <u>Line Item Date</u> 11/02/2017 Inv A47626 Total	Line Item Description		
Inv A47626 Line Item Date 11/02/2017 Inv A47626 Total Inv A47634 Line Item Date	Line Item Description Generator Preventative Maint. Svcs Line Item Description	500-6010-6711-8020-000 Line Item Account	330.00
Inv A47626 Line Item Date 11/02/2017 Inv A47626 Total Inv A47634 Line Item Date 11/02/2017 Inv A47634 Total	Line Item Description Generator Preventative Maint. Svcs Line Item Description	500-6010-6711-8020-000 Line Item Account	330.00
Inv A47626 <u>Line Item Date</u> 11/02/2017 Inv A47626 Total Inv A47634 <u>Line Item Date</u> 11/02/2017 Inv A47634 Total	Line Item Description Generator Preventative Maint. Svcs Line Item Description Generator Preventative Maint. Svcs	500-6010-6711-8020-000 Line Item Account	330.00 300.00 300.00
Inv A47626 Line Item Date 11/02/2017 Inv A47626 Total Inv A47634 Line Item Date 11/02/2017 Inv A47634 Total 200839 Total: COSSI6010 - Duthic General	Line Item Description Generator Preventative Maint. Svcs Line Item Description Generator Preventative Maint. Svcs	500-6010-6711-8020-000 Line Item Account	300.00 300.00 630.00
Inv A47626 Line Item Date 11/02/2017 Inv A47626 Total Inv A47634 Line Item Date 11/02/2017 Inv A47634 Total 200839 Total: DGSI6010 - Duthic General MES3012 - Eisenstein,	Line Item Description Generator Preventative Maint. Svcs Line Item Description Generator Preventative Maint. Svcs erator Svc Inc. Total: James Line Item Account	500-6010-6711-8020-000 Line Item Account	300.00 300.00 630.00
Inv A47626 Line Item Date 11/02/2017 Inv A47626 Total Inv A47634 Line Item Date 11/02/2017 Inv A47634 Total 200839 Total: DGSI6010 - Duthic General MES3012 - Eisenstein, 200840 11/	Line Item Description Generator Preventative Maint. Svcs Line Item Description Generator Preventative Maint. Svcs erator Svc Inc. Total: James Line Item Account	500-6010-6711-8020-000 Line Item Account	300.00 300.00 630.00

Inv 11/9/17		
Line Item Date Line Item Description 11/09/2017 Refund Rebate	<u>Line Item Account</u> 500-3010-3012-8032-000	232.3
Inv 11/9/17 Total		232.3
200840 Total;		289.4
JMES3012 - Eisenstein, James Total:		289.4
ELWR6310 - El Wester Line Item Account 200744 11/08/2017		
Inv 04170		
Line Item Date Line Item Description 11/06/2017 Emergency Stump Grinder Rental for City Work - Pedestrian Trail	<u>Line Item Account</u> 215-6010-6310-8110-000	100.00
Inv 04170 Total		100.0
200744 Total:		100.00
ELWR6310 - El Wester Total:		100.0
ZET8021 - Elliot, Elizabeth Line Item Account		
200932 12/07/2017 Inv 12/14/17		
	T to a Year or A constraint	
Line Item DateLine Item Description12/06/2017Sr. Center Christmas Program Entertainment 12/14/17	<u>Line Item Account</u> 101-8030-8021-8020-000	75.0
Inv 12/14/17 Total	·	75.0
200932 Total:		75.00
EZET8021 - Elliot, Elizabeth Total:		75.00
EMPIS011 - Empire Cleaning Supply Line Item Account 200841 11/30/2017		
Inv 995471		
<u>Line Item Date</u> <u>Line Item Description</u> 11/01/2017 FD Dept. Cleaning Supplies	<u>Line Item Account</u> 101-5010-5011-8020-000	654.1
Inv 995471 Total		654.1
200841 Total:		654.1
) EMPI5011 - Empire Cleaning Supply Total:		654.1:
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	-Rovin Line Item Account //30/2017		(
Inv 0131168			
Line Item Date	Line Item Description	Line Item Account	
11/09/2017	PD Corporal Badges for Manukian & Johnson	101-4010-4011-8134-000	231,19
Inv 0131168 Total			231.19
200842 Total:			231.19
ENT5426 - Entenmann	-Rovin Total:		231.19
EBNX4010 - Everbrido	ge (Nixle) Line Item Account		
200843 11	/30/2017		
Inv M35462			
<u>Line Item Date</u> 11/14/2017	<u>Line Item Description</u> Nixle Engage Svcs 12/16/17 - 12/15/18	<u>Line Item Account</u> 101-4010-4011-8170-000	4,164.03
Inv M35462 Total			4,164.03
200843 Total:			4,164.03
		•	
EBNX4010 - Everbridg	ge (Nixle) Total:		4,164.03
	ation Glendale Line Item Account 1/30/2017		•
Inv 4345753			
<u>Line Item Date</u> 10/28/2017	<u>Line Item Description</u> Citywide Park Irrigation Supplies	<u>Line Item Account</u> 101-6010-6410-8020-000	126.42
Inv 4345753 Total			126.42
200844 Total:			126.42
EIG1405 - Ewing Irrig	ation Glendale Total:		126.42
	Bus Charter Inc. Line Item Account 2/07/2017		•
Inv 137296			
<u>Line Item Date</u> 11/16/2017	<u>Line Item Description</u> Sr. Center Field Trip to Ronald Reagan Library 12/12/17 Bus	<u>Line Item Account</u> 205-8030-8024-8180-000	884.10
			884.10
Inv 137296 Total			

Check Number Chec	ck Date		Amoun
	7/2017		
Inv 137296			
<u>Line Item Date</u> 12/05/2017	<u>Line Item Description</u> Sr. Center Field Trip to Reagan Library 12/12/17 Bus	<u>Line Item Account</u> 205-8030-8024-8180-000	884.1
Inv 137296 Total			884.10
200933 Total:			884.10
FDBC8025 - Fast Deer Bu	s Charter Inc. Total:		1,768.20
FLKP4010 - File Keepers 200845 11/30	LLC Line Item Account 0/2017		
Inv 504258			
	<u>Line Item Description</u> PD Pick Up & Purge Papers Services	<u>Line Item Account</u> 101-4010-4011-8020-000	1,208.78
Inv 504258 Total			1,208.78
200845 Total:			1,208.78
FLKP4010 - File Keepers 1	LLC Total:		1,208.78
\			
OBR7131 - Flex Advanta 200846 11/30	age Line Item Account 5/2017		
Inv 100877			
	Line Item Description Administration Cost	<u>Line Item Account</u> 101-3010-3041-7131-000	84.00
Inv 100877 Total			84.00
Inv P/R/E 11/26/17	7		
	<u>Line Item Description</u> Retiree Health Reimbursement Dec-17	<u>Line Item Account</u> 101-3010-3041-7131-000	953.96
Inv P/R/E 11/26/17 To	otal .		953.90
200846 Total:			1,037.96
COBR7131 - Flex Advanta	ige Total:		1,037.96
RBFL8021 - Flores, Ruben 200918 12/07	n Line Item Account /2017		
Inv 01987			
	<u>Line Item Description</u> Employee Holiday Lunch Catering 12/12/17	<u>Line Item Account</u> 101-2010-2013-8020-000	2,154.93
Inv 01987 Total			2,154.93

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106385

Line Item Date

10/19/2017

11/30/2017

<u>Line Item Description</u> Chainsaw Maint. Supplies

200849

Inv

261.29

Line Item Account

101-6010-6410-8110-000

Check Number	CHECK DATE		Amount
Inv 106385	Total .		261.29
200849 Total:			261.29
GAR5011 - Garv	ey Equipment Co Total:		261.29
200850	stelum, Nicole Line Item Account 11/30/2017		
Inv R865 <u>Line Item Da</u> 11/09/2017		<u>Line Item Account</u> 101-0000-0000-5270-005	37.50
Inv R86513			37.50
200850 Total:			37.50
NCGM5270 - Gas	stelum, Nicole Total:		37.50
200851	ge L.Throop Co. Line Item Account 11/30/2017 #3333-00		
Inv 01-74 Line Item Da 11/02/2017		<u>Line Item Account</u> 230-6010-6116-8020-000	359.20
Inv 01-74333	33-00 Total		359.20
200851 Total:			359.20
THR5910 - Georg	ge L.Throop Co. Total:		359.20
200745	er, Olga Line Item Account 11/08/2017		
Inv R864 <u>Line Item Da</u> 11/07/2017		<u>Line Item Account</u> 101-0000-0000-5270-002	120.00
Inv R86422			120.00
200745 Total:			120.00
OGGR5270 - Gill	er, Olga Total:		120.00
CSGR8264 - Grac 00794	e, Cassandra Line Item Account 11/21/2017		

Check Number

Check Date

Amount

	Amount
<u>Line Item Account</u> 01-8030-8032-8264-000	200.00
	200.00
	200.00
	200.00
·	
Line Item Account	
05-9000-9229-9229-000	332.00
,	332.00
	332.00
	332.00
<u>Line Item Account</u> 30-6010-6116-8180-000	823.20
	823.20
<u>Line Item Account</u> 30-6010-6116-8180-000	823.20
	823.20
Line Item Account 01-6010-6601-8180-000	658.56
	658.56
<u>Line Item Account</u> 01-6010-6601-8180-000	267.54
	Line Item Account 05-9000-9229-9229-000 Line Item Account 30-6010-6116-8180-000 Line Item Account 101-6010-6601-8180-000

Check Number Cl	neck Date	g Broad and the second	Amount
200853 Total:			2,572.50
200934 12 Inv 1690003653	/07/2017		
<u>Line Item Date</u> 08/29/2017	Line Item Description Street Maint, Temp w/ 8/27/17	<u>Line Item Account</u> 230-6010-6116-8180-000	823.20
Inv 1690003653 To	tal		823.20
200934 Total:			823.20
GREA6116 - Great Mat	ch Consulting Total:		3,395.70
_	motive Services Line Item Account /30/2017		
<u>Line Item Date</u> 09/22/2017	Line Item Description Yard Unit# 19 Oil Change & Vehicle Maint.	<u>Line Item Account</u> 500-6010-6710-8100-000	107.51
Inv 14746 Total			107.51
Inv 14774			
Line Item Date 09/29/2017	Line Item Description Yard Unit# 11 Oil Change & Vehicle Maint.	<u>Line Item Account</u> 500-6010-6710-8100-000	55.02
Inv 14774 Total	•		55.02
Inv 14883 <u>Line Item Date</u> 10/25/2017	Line Item Description Yard Unit# 24 Oil Change & Vehicle Maint.	<u>Line Item Account</u> 500-6010-6710-8100-000	55,28
Inv 14883 Total			55.28
Inv 14895			
<u>Line Item Date</u> 10/31/2017	<u>Line Item Description</u> Yard Unit# 12 Oil Change & Vehicle Maint.	<u>Line Item Account</u> 500-6010-6710-8100-000	85.00
Inv 14895 Total			85.00
Inv 14924			
<u>Line Item Date</u> 11/06/2017	Line Item Description Yard Unit# 16 Oil Change & Vehicle Maint.	<u>Line Item Account</u> 500-6010-6710-8100-000	57.14
Inv 14924 Total			57.14
200854 Total:			359.95
)			
GRE1270 - Greg's Auto	motive Services Total:	···	359.95

			<u></u>
.00775 11	rgers Line Item Account 1/16/2017		
		Y: Y: A	
<u>Line Item Date</u> 11/15/2017	<u>Line Item Description</u> Breakfast w/Santa Event Catering Svcs 12/9/17 Deposit	<u>Line Item Account</u> 101-8030-8032-8264-000	260.61
Inv 12/9/17 Depos	it Total		260.61
00775 Total;			260.61
	V01/0017		
00795 11 Inv 12/9/17 Bal	l/21/2017		
<u>Line Item Date</u> 11/21/2017	<u>Line Item Description</u> Breakfast w/Santa Event Catering Svcs 12/9/17	<u>Line Item Account</u> 101-8030-8032-8264-000	1,042.42
Inv 12/9/17 Bal To	otal		1,042.42
00795 Total:			1,042.42
ILB8000 - Hi Life Bu	rgers Total:		1,303.03
	ot Credit Services Line Item Account		
00776 11 Inv 24645	./16/2017		
Line Item Date 10/10/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	80.25
Inv 24645 Total			80.25
Inv 6972104			
<u>Line Item Date</u> 10/24/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 500-6010-6711-8020-000	457.65
Inv 6972104 Total			457.65
Inv 9244788			
<u>Line Item Date</u> 10/11/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 230-6010-6116-8020-000	422.24
Inv 9244788 Total			422.24
00776 Total:			960.14
OM1515 - Home Dep	ot Credit Services Total:		960.14
	Inc. Line Item Account		

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Line Item Date 11/10/2017

Inv 425725 Total

Line Item Description

PD Parking Enforcement Svcs 10/17

8,611.10

8,611.10

Line Item Account

101-4010-4011-8180-000

200857 Total:		•	8,611.10
20063 / TQIAI;			0,011.10
NT4896 - Inter-Con Sec	urity Systems Inc Total:		8,611.10
	teries Line Item Account 10/2017		
Inv 67757			
<u>Line Item Date</u> 11/08/2017	<u>Line Item Description</u> FD Dept. Supplies	<u>Line Item Account</u> 101-5010-5011-8020-000	494.46
Inv 67757 Total			494.46
200858 Total:			494.46
NT6115 - Interstate Batt	teries Total:		494.46
200859 11/3	lustrial Clinic Line Item Account 0/2017		
Inv 279976-7593	82		
<u>Line Item Date</u> 10/31/2017	Line Item Description Transit Driver Physical Exam Fee	<u>Line Item Account</u> 207-8030-8025-8020-000	50.00
Inv 279976-759382	Total		50.00(
200859 Total:			50.00
ICC8025 - Irwindale Ind	lustrial Clinic Total:		50.00
200860 11/3	Repair Line Item Account 0/2017		
Inv 15605		** *	
<u>Line Item Date</u> 10/27/2017	Line Item Description Parks Vehicle Unit# 216 Starter Replacement	<u>Line Item Account</u> 215-6010-6310-8100-000	1,387.84
Inv 15605 Total	· ,		1,387.84
Inv 15616		,	
Line Item Date 11/09/2017	Line Item Description PD Unit# 0218 Replace Wiper Blades & Oil Change Filter Maint.	<u>Line Item Account</u> 101-4010-4011-8100-000	100.52
Inv 15616 Total	,g		100.52
Inv 15621			
Line Item Date I 1/15/2017	<u>Line Item Description</u> Transit Van# 79 45 Day Inspection, CNG Diagnosis & New Fuel Inj	<u>Line Item Account</u> 207-8030-8025-8100-000	617.43(

Check Number Check Date		Amount
Inv 15621 Total		617.43
] Inv 15631		
Line Item Date Line Item Description 11/09/2017 Line Item Description PD Unit# 0431 Oil Change & Filter Cap Replacement	<u>Line Item Account</u> 101-4010-4011-8100-000	77.11
Inv 15631 Total		77.11
Inv 15642		
<u>Line Item Date</u> <u>Line Item Description</u> 11/15/2017 PD Unit# 1404 Replace Water Pump	<u>Line Item Account</u> 101-4010-4011-8100-000	1,628.48
Inv 15642 Total		1,628.48
200860 Total:		3,811.38
JSAR4011 - Jack's Auto Repair Total:		3,811.38
SAUJ8267 - Jacobs, Saul Line Item Account 200935 12/07/2017		
Inv 12/13/17		
<u>Line Item Date</u> <u>Line Item Description</u> 12/05/2017 Sr. Center Popular Christmas Songs 12/13/17	<u>Line Item Account</u> 101-8030-8021-8267-000	125.00
Inv 12/13/17 Total		125.00
200935 Total:		125.00
SAUJ8267 - Jacobs, Saul Total:		125.00
JHMS8020 - JHM Supply Line Item Account 200861 11/30/2017 Inv 108355/1		
<u>Line Item Date</u> <u>Line Item Description</u> 11/20/2017	<u>Line Item Account</u> 215-6010-6416-8180-000	7 0.72
Inv 108355/1 Total		70.72
Inv 108356/I		
<u>Line Item Date</u> <u>Line Item Description</u> 11/20/2017 Citywide Parks Div. Irrigation Supplies	<u>Line Item Account</u> 101-6010-6410-8020-000	126.44
Inv 108356/1 Total		126.44
Inv 108493/1		
Line Item Date Line Item Description 11/20/2017 Citywide Parks Div. Irrigation Supplies	<u>Line Item Account</u> 101-6010-6410-8020-000	67.38
/ Inv 108493/1 Total		67.38

10/20/2017 LACFD Underground Storage Tank 1414 Mission St. Site#FA00181 P-Check Detail (12/13/2017 - 6:38 PM)	101-6010-6015-8180-000	2,585.00
OS5011 - L.A.C. Fire Dept. Line Item Account 200863 11/30/2017 Inv IN0267797 Line Item Date Line Item Description	Line Item Account	(
NKN5270 - Kim, Jennifer Total:		160.00
00746 Total:		160.00
Inv R86423 Total		160.00
<u>Line Item Date</u> <u>Line Item Description</u> 11/07/2017 Refund Camp Med	Linc Item Account 101-0000-0000-5270-001	160.00
IKN5270 - Kim, Jennifer Line Item Account 20746 11/08/2017 Inv R86423		
KHB1022 - Khubesrian, M.D., Marina Total:		825.09
093'6 Total:		825.09
Inv 10/16/17 Total		825.09
Line Item Date Line Item Description 10/27/2017 Reimb. Tower Garden Purchases	<u>Line Item Account</u> 101-1010-1011-8021-000	825.09
KHB1022 - Khubesrian, M.D., Marina Line Item Account 0936 12/07/2017 Inv 10/16/17		
RS5011 - Jones Coffee Roasters Total:		139.05
0862 Total:		139.05
Inv 42234 Total		139.05
Line Item Date Line Item Description 11/01/2017 FD Dept. Supplies	<u>Line Item Account</u> 101-5010-5011-8020- 000	139.05
RS5011 - Jones Coffee Roasters Line Item Account 0862		
MS8020 - JHM Supply Total:		264.54
0861 Total:		264.54

Line Item Description

Inv

Line Item Date

Line Item Account

Check Number Check Date		Amount
11/16/2017 Personnel Matters 10/17	101-2010-2013-8160-000	560.00
Inv 1450108 Total		560.00
Inv 1450109		
<u>Line Item Date</u> <u>Line Item Description</u> 11/16/2017 Personnel Matters 10/17	<u>Line Item Account</u> 101-2010-2013-8160-000	35.00
Inv 1450109 Total		35.00
Inv 1450110		
<u>Line Item Date</u> <u>Line Item Description</u> 11/16/2017 Personnel Matters 10/17	<u>Line Item Account</u> 101-2010-2013-8160-000	70.00
Inv 1450110 Total		70.00
Iņv 1450111		
<u>Line Item Date</u> <u>Line Item Description</u> 11/16/2017 Personnel Matters 10/17	<u>Line Item Account</u> 101-2010-2013-8160-000	553.00
Inv 1450111 Total		553.00
00866 Total:		6,064.15
CW7456 - Liebert Cassidy Whitmore Total: IFE822 - Life-Assist Inc. Line Item Account 00867 11/30/2017		6,064.15
Inv 819512 <u>Line Item Date</u> <u>Line Item Description</u> 09/28/2017 FD Medical Supplies	<u>Line Item Account</u> 101-5010-5011-8025-000	71.84
Inv 819512 Total	101-3010-3011-8023-000	71.84
		71.0-
Inv 824736 <u>Line Item Date</u> <u>Line Item Description</u>	Line Item Account	
10/31/2017 FD Medical Supplies	101-5010-5011-8025-000	937.37
Inv 824736 Total		937.37
00867 Total:		1,009.21
10007 100m		
IFE822 - Life-Assist Inc. Total:		1,009.21
IT7777 - Litwin, Louis Line Item Account 100868 11/30/2017 Inv 11/13/17		
Inv 11/13/17 Line Item Date Line Item Description 11/13/2017 PD Admin. Hearings 11/13/17	<u>Line Item Account</u> 101-4010-4011-8180-000	165.00
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	Check Date		Amount
Inv 47836190			
Line Item Date 10/11/2017	Line Item Description Locking Key Cabinet	<u>Line Item Account</u> 230-6010-6116-8020-000	293.0
Inv 47836190 Tota	la		· 293.0
200870 Total:			293.08
MCM2352 - McMaster	· Carr Supply Co Total:		293.00
	nthony Line Item Account 1/16/2017		
<u>Line Item Date</u> 11/13/2017	<u>Line Item Description</u> Reimb. Clerk Training - Atascadero Mileage	<u>Line Item Account</u> 101-1020-1021-8070-000	270.7
Inv 11/4/17 Total	`		270.7
200778 Total:			270.7
ATMJ1020 - Mejia, An	uthony Total:		270.7
	h Shooting Line Item Account 1/30/2017		
	I be I be Book Day to the	Line Item Account	
<u>Line Item Date</u> 11/09/2017	Line Item Description PD Rifles & Accessories	272-4010-4018-8520-000	11,923.2
	PD Rifles & Accessories	272-4010-4018-8520-000	11,923.2 11,923.2
11/09/2017	PD Rifles & Accessories	272-4010-4018-8520-000	11,923.2
11/09/2017 Inv W55572 Total	PD Rifles & Accessories	272-4010-4018-8520-000	
11/09/2017 Inv W55572 Total 200871 Total: MHSG4018 - Mile Higi	PD Rifles & Accessories	272-4010-4018-8520-000	11,923.2
11/09/2017 Inv W55572 Total 200871 Total: MHSG4018 - Mile Hig JUSM7000 - Miller, Ju 200796	PD Rifles & Accessories h Shooting Total: stin Line Item Account	272-4010-4018-8520-000 Line Item Account 101-5010-5011-8020-000	11,923.2
11/09/2017 Inv W55572 Total 200871 Total: MHSG4018 - Mile High JUSM7000 - Miller, Ju 200796 1: Inv 11/21/17 Line Item Date	PD Rifles & Accessories h Shooting Total: stin Line Item Account 1/21/2017 Line Item Description Reimb. FD Dept. Supplies	<u> Line Item Account</u>	11,923.2
11/09/2017 Inv W55572 Total 200871 Total: MHSG4018 - Mile High JUSM7000 - Miller, Ju 200796 1: Inv 11/21/17 Line Item Date 11/21/2017	PD Rifles & Accessories h Shooting Total: stin Line Item Account 1/21/2017 Line Item Description Reimb. FD Dept. Supplies	<u> Line Item Account</u>	11,923.2

Line Item Date	Line Item Description
11/09/ 20 17	Refund Partial Cancelled Park Rsvp

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R86510

11/30/2017

200875

Inv

Check Number Check Date		Amount
Inv R86510 Total		37.50
) 200875 Total:		37.50
PTMZ5270 - Munoz, Patricia Total:		37.50
VRMZ7000 - Munoz, Valerie Line Item Account 200758 11/15/2017 Inv P/R/E 11/12/17		
Inv P/R/E 11/12/17 <u>Line Item Date Line Item Description</u> 11/14/2017 Garnishment	<u>Line Item Account</u> 700-0000-0000-2264-000	750.0
Inv P/R/E 11/12/17 Total		750.0
200758 Total:		750.00
200809 11/30/2017 Inv P/R/E 11/26/17		
<u>Line Item Date</u> <u>Line Item Description</u> 11/28/2017 Garnishment	<u>Line Item Account</u> 700-0000-0000-2264-000	750.0
Inv P/R/E 11/26/17 Total		750.0
200809 Total:		750.00
200948 12/14/2017 Inv P/R/E 12/10/17	•	
Line Item Date Line Item Description 12/12/2017 Garnishment	<u>Line Item Account</u> 700-0000-0000-2264-000	750.0
Inv P/R/E 12/10/17 Total		750.0
200948 Total:		750.0
VRMZ7000 - Munoz, Valerie Total:		2,250.0
MZAG8030 - MZ Auto Glass Line Item Account 200779 11/16/2017 Inv 30376		
Line Item Date Line Item Description 11/09/2017 Repair of Van#75 Shattered Passenger Wir	Line Item Account 207-8030-8025-8100-000	564.2
Inv 30376 Total		564.2
00779 Total:		564,2

Check Number Cl	neck Date		Amount
MZAG8030 - MZ Auto	Glass Total:		564.22
	s Systems Inc. Line Item Account /30/2017		
Line Item Date	Line Item Description	Line Item Account	
11/01/2017	Monthly Maint. CNG Station 10/17	207-8030-8025-8100-000	375.00
Inv 4955 Total			375.00
00876 Total:			375.00
GSI6010 - Natural Ga	s Systems Inc. Total:		375.00
	arbara Goen Line Item Account /30/2017		
Inv R00397145	20.20.1		
<u>Line Item Date</u> 11/13/2017	Line Item Description Refund Business License Application Overpayment	<u>Line Item Account</u> 101-0000-0000-5150-001	6.00
Inv R00397145 Tot	al		6.00
00877 Total:			6.00
			(
GNM5150 - Nemer, Ba	arbara Goen Total:		6.00
	Steve Line Item Account /30/2017	•	
<u>Line Item Date</u> 11/13/2017	Line Item Description Refund Rebate	<u>Line Item Account</u> 500-3010-3012-8032-000	50.00
Inv 11/13/17 Total			50.00
Inv 11/13/17A			
<u>Line Item Date</u> 11/13/2017	Line Item Description Refund Rebate	<u>Line Item Account</u> 500-3010-3012-8032-000	300.00
Inv 11/13/17A Tota	1		300.00
00878 Total:			350.00
VNV3012 - Noveman,	Steve Total:		350.00
	Item Account		

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Check Number Check Date	,	Amount
Inv P/R/E 11/12/17		
Line Item Date 11/14/2017 Line Item Description A.D. & D. Ins.	<u>Line Item Account</u> 700-0000-0000-2256-000	1,007.25
Inv P/R/E 11/12/17 Total		1,007.25
200759 Total:		1,007.25
200949 12/14/2017 Inv P/R/E 12/10/17		
Line Item Date Line Item Description 12/12/2017 A.D & D. Ins.	<u>Line Item Account</u> 700-0000-0000-2256-000	1,025.85
Inv P/R/E 12/10/17 Total		1,025.85
200949 Total:		1,025.85
PEG4590 - NUFIC Total:		2,033.10
OREI6711 - O' Reilly Automotive Inc. Line Item Account 200879 11/30/2017 Inv 3213-450149		
Line Item Date Line Item Description 10/12/2017 Transit Vans Wiper Blades	<u>Line Item Account</u> 207-8030-8025-8100-000	82.26
Inv 3213-450149 Total		82.26
Inv 3213-451910		
<u>Line Item Date</u> <u>Line Item Description</u> 10/26/2017 Parks Unit# 216 Switches Supplies	<u>Line Item Account</u> 101-6010-6410-8100-000	54.33
Inv 3213-451910 Total		54.33
Inv 3213-453003		
<u>Line Item Date</u> 11/04/2017 Line Item Description Transit Van Battery	<u>Line Item Account</u> 207-8030-8025-8100-000	164.56
Inv 3213-453003 Total		164.56
200879 Total:		301.15
OREI6711 - O' Reilly Automotive Inc. Total:		301.15
OSSS3010 - Olympic Staffing Services Line Item Account 200797 11/21/2017		
Inv 200464	7 to A	
Line Item Date Line Item Description 11/02/2017 Temp Staff Svcs w/ 10/29/17	<u>Line Item Account</u> . 101-2010-2013-8170-000	906.75
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Check Number Check Date		Amount
Inv 200464 Total		906.75
Inv 200572		
Line Item Date Line Item Description 11/08/2017 Temp Staff Svcs w/ 11/05/17	<u>Line Item Account</u> 101-2010-2013-8170-000	837.00
Inv 200572 Total		837.00
00797 Total:		1,743.75
00880 11/30/2017		
Inv 200679		
Line Item Date Line Item Description 11/15/2017 Temp. Staff Svcs w/ 11/12/17	<u>Line Item Account</u> 101-2010-2013-8170-000	1,023.00
Inv 200679 Total		1,023.00
Inv 200802		
<u>Line Item Date</u> <u>Line Item Description</u> 11/22/2017 Temp. Staff Svcs w/ 11/19/17	<u>Line Item Account</u> 101-2010-2013-8170-000	511.50
Inv 200802 Total		511.50
00880 Total:		1,534.50
SSS3010 - Olympic Staffing Services Total:		3,278.25
NSP2013 - Onshine Photobooth Line Item Account 100920 12/07/2017		
Inv 12/12/17		
<u>Line Item Date</u> <u>Line Item Description</u> 11/27/2017	<u>Line Item Account</u> 101-2010-2013-8020-000	199.00
Inv 12/12/17 Total		199.00
00920 Total:		199.00
NSP2013 - Onshine Photobooth Total:		199.00
PRA4011 - Orange County Sheriff's Dept Line Item Account 100881 11/30/2017		
Inv 12/11-15/17		
<u>Line Item Date</u> 11/16/2017 Line Item Description PD Training Registration - Ofcr. Burgos	<u>Line Item Account</u> 101-4010-4011-8210-000	80.00
Inv 12/11-15/17 Total		80.00

	reck Number C	neck Date		Amount
20	00881 Total:			80.00
/ OI	RA4011 - Orange Cou	unty Sheriff's Dept Total:		80.00
		Business/SYNCB Line Item Account		
20	00798 11 Inv 021024	/21/2017		
	<u>Line Item Date</u> 10/24/2017	<u>Line Item Description</u> Supplies	Line Item Account 101-6010-6410-8020-000	66.02
	Inv 021024 Total			66.02
	Inv 030104		·	
	<u>Line Item Date</u> 10/04/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	36.38
	Inv 030104 Total			36.38
	Inv 037423			
	<u>Line Item Date</u> 11/01/2017	Line Item Description Supplies	<u>Line Item Account</u> 500-6010-6711-8020-000	91.50
	Inv 037423 Total		•	91.50
	Inv 040441		,	
	<u>Line Item Date</u> 10/17/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	92.94
	Inv 040441 Total			92.94
	Inv 040585			
	<u>Line Item Date</u> 10/18/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 500-6010-6711-8020-000	24.80
	Inv 040585 Total			24.80
	Inv 047863			
	<u>Line Item Date</u> 10/03/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 101-4010-4011-8020-000	16.52
	Inv 047863 Total			16.52
	Inv 051627			
	<u>Line Item Date</u> 10/03/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	17.76
	Inv 051627 Total			17.76
	Inv 052532			
_	Line Item Date	Line Item Description	Line Item Account	·

	neck Date		
0/10/2017	Supplies	101-4010-4011-8020-000	17.96
nv 052532 Total			17.96
nv 054781			
ine Item Date 0/23/2017	Line Item Description Supplies	<u>Line Item Account</u> 101-8030-8032-8020-000	31.20
nv 054781 Total			31.20
nv 054826			
<u>ine Item Date</u> 0/23/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 500-6010-6711-8020-000	8.73
nv 054826 Total			8.73
nv 054832			
<u>ine Item Date</u> 0/23/2017	Line Item Description Supplies	<u>Line Item Account</u> 101-8030-8032-8020-000	24.92
nv 054832 Total			24.92
nv 056020			
<u>ine Item Date</u> 0/31/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	23.90
nv 056020 Total			23.90
nv 065476			•
ine Item Date 0/19/2017	Line Item Description Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	5.19
nv 065476 Total			5.19
nv 150533			
ine Item Date 1/01/2017	<u>Line Item Description</u> . Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	133.12
nv 150533 Total			133.12
nv 150566			
ine Item Date 1/01/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 101-4010-4011-8020-000	31.63
nv 150566 Total			31.63
nv 155618			
ine Item Date 0/10/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 101-4010-4011-8020-000	125.92
nv 155618 Total			125.92

	ck Number Ch	neck Date		Amou
	Inv 155620			
	<u>Line Item Date</u> 10/10/2017	Line Item Description Supplies	<u>Line Item Account</u> 500-6010-6710-8020-000	11.
	Inv 155620 Total			11.
	Inv 156003		,	
	<u>Line Item Date</u> 10/12/2017	Line Item Description Supplies	<u>Line Item Account</u> 500-6010-6711-8020-000	60.
	Inv 156003 Total			60
	Inv 157205			
	<u>Line Item Date</u> 10/17/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 500-6010-6711-8020-000	12
	Inv 157205 Total		•	12
	Inv 158939			
	Line Item Date 10/25/2017	<u>Line Item Description</u> Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	231.
	Inv 158939 Total			231
√200°	798 Total:			1,063
OSH	S6101 - Orchard Bi	usiness/SYNCB Total:		1,063.
ртъ	G4400 - Palatin Rer	modeling Line Item Account (30/2017		
2008				
	382 11/	Line Item Description Refund Business License Late Fees Charged in Error Amnesty Progr	<u>Line Item Account</u> 101-0000-0000-4420-000	16
	382 11/ Inv R397313 <u>Line Item Date</u>	Line Item Description		16 16
2008	Inv R397313 <u>Line Item Date</u> 11/13/2017	Line Item Description		
2008	382 11/ Inv R397313 <u>Line Item Date</u> 11/13/2017 Inv R397313 Total	Line Item Description Refund Business License Late Fees Charged in Error Amnesty Progr		16
2008 2008 PTR	382 11/ Inv R397313 Line Item Date 11/13/2017 Inv R397313 Total 382 Total: G4400 - Palatin Rer 4011 - Pasadena Hu 383 11/	Line Item Description Refund Business License Late Fees Charged in Error Amnesty Progr		16
2008 2008 PTR PHS 2008	382 11/ Inv R397313 Line Item Date 11/13/2017 Inv R397313 Total 382 Total: G4400 - Palatin Rer 4011 - Pasadena Hu 383 11/ Inv Nov 2017 Line Item Date	Line Item Description Refund Business License Late Fees Charged in Error Amnesty Programodeling Total: mane Society Line Item Account 30/2017 Line Item Description	101-0000-0000-4420-000	16
2008 2008 PTR PHS 2008	382 11/ Inv R397313 Line Item Date 11/13/2017 Inv R397313 Total 382 Total: G4400 - Palatin Rer 4011 - Pasadena Hu 383 11/ Inv Nov 2017	Line Item Description Refund Business License Late Fees Charged in Error Amnesty Programodeling Total: mane Society Line Item Account 30/2017	101-0000-0000-4420-000	16

heck Number Check Date		Amount
00883 Total:		10,124.50
HS4011 - Pasadena Humane Society Total:		10,124.50
EAK8030 - Peak Software Systems Inc. Line Item Account 00780 11/16/2017		
Inv 018759		
Line Item Date Line Item Description	Line Item Account	
11/03/2017 2017 Annual Sportsman Registration/Scheduling/Renewal	101-8030-8031-8180-000	1,119.40
11/03/2017 2017 Annual Sportsman Registration/Scheduling/Renewal	207-8030-8025-8180-000	1,119.40
11/03/2017 2017 Annual Sportsman Registration/Scheduling/Renewal	101-8030-8021-8180-000	1,119.40
11/03/2017 2017 Annual Sportsman Registration/Scheduling/Renewal	101-8030-8032-8180-000	1,119.40
Inv 018759 Total		4,477.60
00780 Total:		4,477.60
7700 Islan.		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
AK8030 - Peak Software Systems Inc. Total:		4,477.60
.PF4610 - Pendorf, Nicholas or Laura Line Item Account		
00884 11/30/2017		
Inv 222139102		
Line Item Date Line Item Description	Line Item Account	,
11/08/2017 Refund Citation	101-0000-0000-4610-000	20.00
Inv 222139102 Total		20.00
0884 Total:		20.00
PF4610 - Pendorf, Nicholas or Laura Total:		20.00
GPH4011 - Phillips, Craig Line Item Account		
11/21/2017		
Inv 12/4-6/17		
Line Item Date Line Item Description	Line Item Account	
11/16/2017 Reimb. PD Training Expense	101-4010-4011-8210-000	522.03
Inv 12/4-6/17 Total		522.03
0799 Total:		522.03
GPH4011 - Phillips, Craig Total:		522.03
PP8010 - Pitney Bowes Reserve Account Line Item Account		
0921 12/07/2017		

Check Number (Check Date		Amount
Inv 21706007			
Line Item Date 11/20/2017	<u>Line Item Description</u> Reimb. Postage Meter # 21706007	<u>Line Item Account</u> 101-8010-8011-8010-000	500.00
Inv 21706007 To	tal		500.00
200921 Total:	·	·	500.00
PBPP8010 - Pitney Bo	wes Reserve Account Total:		500.00
PIT8031 - Pitney Bow	es-Reserve Account Line Item Account		
	2/07/2017		
Inv 34133033			
Line Item Date	Line Item Description	Line Item Account	
12/05/2017	Reimb. Postage Meter	101-2010-2013-8010-000	2,42
12/05/2017	Reimb. Postage Meter	101-6010-6011-8010-000	84.12
12/05/2017	Reimb. Postage Meter	101-2010-2011-8010-000	4.3
12/05/2017	Reimb. Postage Meter	500-3010-3012-8010-000	27.14
12/05/2017 12/05/2017	Reimb. Postage Meter Reimb. Postage Meter	101-4010-4011-8010-000 101-2010-2021-8010-000	345.82 3.0
12/05/2017	Reimb. Postage Meter	101-1020-1021-8010-000	17.2
12/05/2017	Reimb. Postage Meter	101-7010-7011-8010-000	674.10
12/05/2017	Reimb. Postage Meter	101-3010-3011-8010-000	1,281.80
12/05/2017	Reimb. Postage Meter	101-5010-5011-8010-000	162.25
Inv 34133033 Tot	al		2,602.32
200938 Total:		·	2,602.32
PIT8031 - Pitney Bow	es-Reserve Account Total:		2,602.32
	epot Inc. Line Item Account 1/30/2017		
Inv PD-36103			
<u>Line Item Date</u> 09/21/2017	Line Item Description Sewer Dept. Supplies	<u>Line Item Account</u> 210-6010-6501-8020-000	1,103.55
Inv PD-36103 To	tal		1,103.55
200885 Total:			1,103.55
PDI417 - Plumbers De	pot Inc. Total:		1,103.55
	olutions Inc. Line Item Account 1/21/2017		
Inv 0001834			
· • • • • • • • • • • • • • • • • • • •	Line Item Description	Line Item Account	

heck Number C	heck Date		Amount
Inv 0001834 Total			1,311.01
Inv 0001930			
<u>Line Item Date</u> 10/05/2017	<u>Line Item Description</u> Svc & Acid Wash on Site Chlorine Generator @ Wilson Reservoir	<u>Line Item Account</u> 500-6010-6711-8110-000	868.57
Inv 0001930 Total			868.57
0800 Total:			2,179.58
LS6711 - Process So	lutions Inc. Total:		2,179.58
	Technique Flooring Line Item Account /16/2017 28		
<u>Line Item Date</u> 10/28/2017	Line Item Description PD Floor Installations @ Hallway, BreakRm, Report & Mail Rooms	<u>Line Item Account</u> 105-9000-9229-9229-000	4,027.00
Inv 10/26-27 & 28	Total		4,027.00
0781 Total:			4,027.00
0886 11 Inv 11/2/17	/30/2017		(
<u>Line Item Date</u> 11/02/2017	<u>Line Item Description</u> PD Floor Installations @ Hallway,BreakRm,Report &Mail Rooms	<u>Line Item Account</u> 105-9000-9229-9229-000	7,885.00
Inv 11/2/17 Total			7,885.00
0886 Total:			7,885.00
LTF4010 - Quality &	Technique Flooring Total:		11,912.00
_	a Associates Line Item Account 2/07/2017		
<u>Line Item Date</u> 11/07/2017 11/07/2017	<u>Line Item Description</u> Consulting Svcs-Gen Plan/MSSP Updates 10/17 Consulting Svcs-Gen Plan/MSSP Updates 10/17	<u>Line Item Account</u> 105-7010-7011-8170-000 101-0000-0000-2980-001	19,396.82 4,835.18
Inv 1610 Total		•	24,232.00
0939 Total:			24,232.00
	a Associates Total:		24,232.00

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	2/07/2017		
Inv 12/12/17			
<u>Line Item Date</u> 12/04/2017	<u>Line Item Description</u> Sr. Center Field Trip Tickets 12/12/17	<u>Line Item Account</u> 101-8030-8021-8264-000	735.0
Inv 12/12/17 Total			735.0
200940 Total:			735.0
GLY8264 - Reagan L	.ibrary Total:		735.0
MMC4010 - RedMan 00887 11	Line Item Account 1/30/2017		
Inv 708194			
<u>Line Item Date</u> 10/05/2017	Line Item Description PD Chemical Agent Inventory	Line Item Account 101-4010-4011-8020-000	3,052.7
Inv 708194 Total			3,052.7
00887 Total:			3,052.7
	m 4 l		2.052.7
		•	3,032.7
UTD8021 - Ridenour	, Ruth Line Item Account		3,052.7
			3,032.11
UTD8021 - Ridenour 00941 12 Inv 12/14/17	, Ruth Line Item Account	Line Item Account	3,032.7
UTD8021 - Ridenour. 00941 12	, Ruth Line Item Account 2/07/2017	Line Item Account 101-8030-8021-8020-000	75.0
UTD8021 - Ridenour 00941 12 Inv 12/14/17 <u>Line Item Date</u>	, Ruth Line Item Account 2/07/2017 Line Item Description Sr. Center Christmas Program Entertainment 12/14/17		
UTD8021 - Ridenour. 00941 12/14/17 Inv 12/14/17 <u>Line Item Date</u> 12/06/2017	, Ruth Line Item Account 2/07/2017 Line Item Description Sr. Center Christmas Program Entertainment 12/14/17		75.0
UTD8021 - Ridenour. 00941 12/14/17 Line Item Date 12/06/2017 Inv 12/14/17 Total	, Ruth Line Item Account 2/07/2017 Line Item Description Sr. Center Christmas Program Entertainment 12/14/17		75.0 75.0
UTD8021 - Ridenour. 00941 12/14/17	Ruth Line Item Account 2/07/2017 Line Item Description Sr. Center Christmas Program Entertainment 12/14/17 Ruth Total:		75.0 75.0
UTD8021 - Ridenour. 00941 12/14/17	, Ruth Line Item Account 2/07/2017 Line Item Description Sr. Center Christmas Program Entertainment 12/14/17		75.0 75.0
UTD8021 - Ridenour. 100941 12/14/17 Line Item Date 12/06/2017 Inv 12/14/17 Total 100941 Total: UTD8021 - Ridenour. PU8540 - Roadline P	Ruth Line Item Account 2/07/2017 Line Item Description Sr. Center Christmas Program Entertainment 12/14/17 Ruth Total:		75.0 75.0 75.0
UTD8021 - Ridenour. 100941 12/14/17 Line Item Date 12/06/2017 Inv 12/14/17 Total 100941 Total: UTD8021 - Ridenour. PU8540 - Roadline P 10888 11 11v 13646 Line Item Date	Ruth Line Item Account 2/07/2017 Line Item Description Sr. Center Christmas Program Entertainment 12/14/17 Ruth Total: 2roducts Inc. USA Line Item Account 1/30/2017 Line Item Description	101-8030-8021-8020-000 <u>Line Item Account</u>	75.0 75.0 75.0
UTD8021 - Ridenour. 00941 12/14/17 Line Item Date 12/06/2017 Inv 12/14/17 Total 00941 Total: UTD8021 - Ridenour. IPU8540 - Roadline P 00888 11 Inv 13646 Line Item Date 10/12/2017	Ruth Line Item Account 2/07/2017 Line Item Description Sr. Center Christmas Program Entertainment 12/14/17 Ruth Total: 2roducts Inc. USA Line Item Account 1/30/2017 Line Item Description	101-8030-8021-8020-000 <u>Line Item Account</u>	75.0 75.0

Amount

Inv 13700 Total		2,976.31
00888 Total:		3,167.94
IPU8540 - Roadline Products Inc. USA Total:		3,167.94
ENR8021 - Rushing, Ben Line Item Account 00782 11/16/2017		
Inv 11/8/17		
Line Item Date Line Item Description Entertainment for Harvest Dinner 11/8/17	<u>Line Item Account</u> 101-0000-0000-2994-001	150.00
Inv 11/8/17 Total		150.00
00782 Total:		150.00
ENR8021 - Rushing, Ben Total:		150,00
HA3010 - S.P.Chamber of Commerce Line Item Account 00748 11/08/2017		
Inv 6286		
Line Item Date Line Item Description 11/02/2017 One Time Disbursement from BIT - Holiday Decorations	<u>Line Item Account</u> 220-2010-2301-8185-000	25,000.00
Inv 6286 Total		25,000.00
00748 Total:		25,000.00
HA3010 - S.P.Chamber of Commerce Total:		25,000.00
OU5230 - S.P.Firefighters L-3657 Line Item Account 00760 11/15/2017 Inv P/R/E 11/12/17		
Line Item Date Line Item Description 11/14/2017 Assn. Dues	<u>Line Item Account</u> _ 700-0000-0000-2250-000	2,450.00
Inv P/R/E 11/12/17 Total		2,450.00
Inv P/R/E 11/12/17*		
Line Item Date Line Item Description 11/14/2017 Assn. Ins.	<u>Line Item Account</u> 700-0000-0000-2252-000	180.74
Inv P/R/E 11/12/17* Total		180.74
00760 Total:		2,630.74
00950 12/14/2017		
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Check I	Number Check Date		Amount
Inv	P/R/E 12/10/17		
	te Item Date Line Item Description (12/2017 Assn. Dues	<u>Line Item Account</u> 700-000-000-2250-000	2,625.00
Inv	P/R/E 12/10/17 Total		2,625.00
Inv	P/R/E 12/10/17*		
	Line Item Date Line Item Description Assn. Ins.	<u>Line Item Account</u> 700-0000-0000-2252-000	180.74
Inv	P/R/E 12/10/17* Total		180.74
200950	Total:		2,805.74
SOU5230	0 - S.P.Firefighters L-3657 Total:		5,436.48
SOU543: 200761 Inv	5 - S.P.P. O. A. Line Item Account 11/15/2017 P/R/E 11/12/17		
	Line Item Date Line Item Description Assn. Dues & Ins.	<u>Line Item Account</u> 700-0000-0000-2246-000	4,187.65
Inv	P/R/E 11/12/17 Total		4,187.65
200761	Total:		4,187.65
200951	12/14/2017		
Inv	į.		
	Line Item Date Line Item Description (12/2017 Assn. Dues & Ins.	Line Item Account 700-0000-0000-2246-000	4,187.65
Inv	P/R/E 12/10/17 Total		4,187.65
200951	Total:		4,187.65
SOU543	5 - S.P.P. O. A. Total:		8,375.30
SOU545: 200762 Inv	I - S.P.Public Srvc Empl. Ass'n Line Item Account 11/15/2017 P/R/E 11/12/17		
	Line Item Date Line Item Description 14/2017 Assn. Dues & Svc Fee	<u>Line Item Account</u> 700-0000-0000-2248-000	1,617.00
Inv	P/R/E 11/12/17 Total		1,617.00

Check Number	Check Date		Amount
Inv 806265 Tota	1		48.00
200891 Total:		•	48.00
SGVMC111 - San Ga	abriel Valley Medical Center Total:		48.00
	uipment Company Inc. Line Item Account 11/30/2017		
Line Item Date 10/02/2017	<u>Line Item Description</u> Hoses & Fittings for Power Washer Parks Division	<u>Line Item Account</u> 101-6010-6410-8110-000	39.81
Inv 0269656 Tot	al		39.81
200892 Total:			39.81
SAN6410 - Sande Eq	uipment Company Inc. Total:		39.81
	ris Line Item Account 11/30/2017		
<u>Line Item Date</u> 11/18/2017	<u>Line Item Description</u> Reimb. FD Badge Pinning Ceremony Supplies	<u>Line Item Account</u> 101-5010-5011-8020-000	204,20
/ Inv 11/18/17 Tot	tal		204.20
200893 Total:			204.20
SAXIIII - Saxon, Kr	ris Total:		204.20
SCF1400 - SC Fuels I 200801 Inv 0988087	Line Item Account 11/21/2017		
<u>Line Item Date</u> 10/02/2017	Line Item Description Yard Unleaded Fuel 10/17	<u>Line Item Account</u> 101-0000-0000-1400-000	3,716.92
Inv 0988087 Tot	al ·		3,716.92
200801 Total:			3,716.92
SCF1400 - SC Fuels 7	Fotal:		3,716.92
200894	erhorn Artist Corp. Line Item Account 11/30/2017		
Inv R396836 <u>Line Item Date</u>	Line Item Description	Line Item Account	
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heck Number Check Date		Amount
11/29/2017 Refund Prior Business License Fees	101-0000-0000-4400-000	288.00
Inv R396836 Total		288.00
00894 Total:		288.00
NAC4400 - Schermerhorn Artist Corp. Total:		288.00
OSI0107 ~ Security Design Systems, Inc. Line Item Account 11/30/2017	•	
Inv 213921		
Line Item DateLine Item Description12/01/2017PD Cameras & Maint. Svcs 12/17	<u>Line Item Account</u> 101-4010-4011-8110-000	30.00
Inv 213921 Total		30.00
Inv 213922		
Line Item Date Line Item Description 12/01/2017 PD Cameras & Maint. Svcs 12/17	<u>Line Item Account</u> 101-4010-4011-8110-000	145.00
Inv 213922 Total	•	145.00
Inv 213923		
Line Item Date 12/01/2017 Line Item Description PD Cameras & Maint. Svcs 12/17	<u>Line Item Account</u> 101-4010-4011-8110-000	113.00
Inv 213923 Total		113.00
0895 Total:		288.00
SI0107 - Security Design Systems, Inc. Total:		288.00
IPC1022 - Shenkman & Hughes, PC Line Item Account 0763 11/15/2017 Inv 11/1/17		
Line Item Date 11/13/2017 Line Item Description Payment Under Protest Pursuant to Elections Code 10010	<u>Line Item Account</u> 101-1020-1022-8170-000	30,000.00
Inv 11/1/17 Total		30,000.00
0763 Total:		30,000.00
PC1022 - Shenkman & Hughes, PC Total:		30,000.00
'SH3012 - Shih, Henry Line Item Account	•	
0896 11/30/2017		(

Check Number Check Date		Amount
Inv 11/13/17		
Line Item Date Line Item Description 11/13/2017 Refund Rebate	<u>Line Item Account</u> 500-3010-3012-8032-000	100.00
Inv 11/13/17 Total		100.00
200896 Total:		100.00
HYSH3012 - Shih, Henry Total:		100.00
WLST8267 - Shuttic, William Line Item Account 200749 11/08/2017		
Inv Oct 2017		
<u>Line Item Date</u> <u>Line Item Description</u> 11/02/2017 Instructor Functional Fitness Classes	<u>Line Item Account</u> 101-8030-8021-8267-000	600.00
Inv Oct 2017 Total		600.00
200749 Total:		600.00
WLST8267 - Shuttic, William Total:		600.00
QEP6115 - Siemens Industry Inc. Line Item Account	•	
00897 11/30/2017		
	Time Home Account	
<u>Line Item Date</u> <u>Line Item Description</u> 09/29/2017 600 Camino Verde Conduit Damaged Repair	<u>Line Item Account</u> 215-6010-6115-8180-000	2,070.64
Inv 5620014531 Total		2,070.64
200897 Total:		2,070.64
REP6115 - Siemens Industry Inc. Total:		2,070.64
SOU6666 - So. CA Edison Co. Line Item Account 200783 11/16/2017		
Inv 3-008-8091-11		
<u>Line Item Date</u> <u>Line Item Description</u> 11/04/2017 10/1-11/1/17	<u>Line Item Account</u> 215-6010-6201-8140-000	3,821.21
Inv 3-008-8091-11 Total		3,821.21
Inv 3-008-8091-12		
<u>Line Item Date</u> <u>Line Item Description</u> 11/04/2017 10/1-11/1/17	<u>Line Item Account</u> 215-6010-6115-8140-000	852.01
Inv 3-008-8091-12 Total		852.01
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inv 3-008-8091	-13		(
Line Item Date	Line Item Description	Line Item Account	(
1/04/2017	10/1-11/1/17	215-6010-6201-8140-000	15.75
1/04/2017	10/1-11/1/17	215-6010-6201-8140-000	7,659.22
nv 3-0 08-8091-13	Total		7,674.97
nv 3-008-8091	-14		
Line Item Date 11/04/2017	Line Item Description 10/1-11/1/17	<u>Line Item Account</u> 215-6010-6201-8140-000	11.50
nv 3-008-8091-14			11.50
nv 3-008-8091	-16		
		Tipo Team Assault	
<u>Line Item Date</u> 1/04/2017	Line Item Description 10/4-11/2/17	<u>Line Item Account</u> 215-6010-6201-8140-000	133.33
nv 3-008-8091-16	Total		133.33
nv 3-008-8091	-17		
ine Item Date	Line Item Description	Line Item Account	
1/04/2017	10/4-11/2/17	215-6010-6201-8140-000	56.71
nv 3-008-8091-17	Total		56.71
nv 3-008-8091	-18		(
Line Item Date 1/04/2017	<u>Line Item Description</u> 10/4-11/2/17	<u>Line Item Account</u> 215-6010-6201-8140-000	52.62
. 1/04/2017	10/4-11/2/17	213-0010-0201-0140-000	32.02
nv 3-008-8091-18	Total		52.62
nv 3-008-8091	-19		
ine Item Date 1/04/2017	<u>Line Item Description</u> 10/4-11/2/17	<u>Line Item Account</u> 215-6010-6201-8140-000	41.37
1/04/2017	10/4-11/2/17	213-0010-0201-0140-000	41.37
nv 3-008-8091-19	Total		41.37
nv 3-008-8091	-20		
ine Item Date 1/04/2017	<u>Line Item Description</u> 10/4-11/2/17	<u>Line Item Account</u> 215-6010-6201-8140-000	65.20
nv 3-008-8091-20			65.20
			03.20
nv 3-008-8091	-21		
<u>ine Item Date</u> 1/04/2017	<u>Line Item Description</u> 10/4-11/2/17	<u>Line Item Account</u> 215-6010-6201-8140-000	80.21
nv 3-008-8091-21	Total		80.21
			/

	Inv 3-008-8091-	22		
	<u>Line Item Date</u> 11/04/2017	Line Item Description 10/4-11/2/17	<u>Line Item Accour</u> 215-6010-6201-8140-00	_
	Inv 3-008-8091-22	Total		41.37
	Inv 3-008-8091-	23		
	<u>Line Item Date</u> 11/04/2017	Line Item Description 10/4-11/2/17	<u>Line Item Account</u> 215-6010-6201-8140-00	
	Inv 3-008-8091-23	Total		72.03
	Inv 3-008-8091-	24		
	<u>Line Item Date</u> 11/04/2017	Line Item Description 10/4-11/2/17	<u>Line Item Accour</u> 215-6010-6201-8140-00	
	Inv 3-008-8091-24	Гotal		74.38
	Inv 3-008-8436-	55		
	<u>Line Item Date</u> 11/04/2017	Line Item Description 10/4-11/2/17	<u>Line Item Accour</u> 215-6010-6201-8140-00	
	Inv 3-008-8436-55	Γotal		132.53
	Inv 3-025-4910-	19		
	<u>Line Item Date</u> 11/04/2017	Line Item Description 10/4-11/2/17	<u>Line Item Accour</u> 215-6010-6115-8140-00	
	Inv 3-025-4910-19	Cotal		100.35
	Inv 3-026-6343-	40		
	<u>Line Item Date</u> 11/04/2017	Line Item Description 10/4-11/2/17	<u>Line Item Accour</u> 215-6010-6115-8140-00	
	Inv 3-026-6343-40	Γotal		17.45
	Inv 3-045-0630-	89		
	<u>Line Item Date</u> 11/04/2017	Line Item Description 10/1-11/1/17	<u>Line Item Accour</u> 215-6010-6201-8140-00	
	Inv 3-045-0630-89	Γotal		15.70
200)783 Total:			13,242.94
		30/2017		-,
	Inv 3-000-5677-			
\	<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Accour</u> 500-6010-6711-8152-00	

Inv 3-000-5677-90 Total

1,497.42

Inv 3-000-5950-2	1		******
Line Item Date 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000	74.19
Inv 3-000-5950-21 T	otal		74.19
Inv 3-000-5950-2	2		
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000	226.42
Inv 3-000-5950-22 T	otal		226.42
Inv 3-000-7125-6	3		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6015-8140-000	22.53
Inv 3-000-7125-63 T	otal		_ 22.53
Inv 3-000-7125-6	6		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 500-6010-6711-8140-000	40.15
Inv 3-000-7125-66 T	otal		40.15
Inv 3-000-7152-5	7 .	•	
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000	22.93
Inv 3-000-7152-57 T	otal		22.93
Inv 3-000-8455-6	9		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	54.47
Inv 3-000-8455-69 T	otal		54.47
Inv 3-000-9969-5	2		
<u>Line Item Date</u> 11/20/2017 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000 215-6010-6201-8140-000	12.52 12.53
Inv 3-000-9969-52 T	otal		25.05
Inv 3-001-1810-9	3		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/1-11/1/17	<u>Line Item Account</u> 101-6010-6410-8140-000	37.75
Inv 3-001-1810-93 T	otal		37.75
Inv 3-001-1810-9	4		(
Line Item Date	Line Item Description	Line Item Account	\

Check Number C	heck Date	·	Amount
11/20/2017	10/17-11/16/17	500-6010-6711-8140-000	39.13
Inv 3-001-1810-94	Total		39.13
Inv 3-001-1810)-98		
Line Item Date 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 500-6010-6711-8152-000	34,908.22
Inv 3-001-1810-98	Total		34,908.22
Inv 3-001-1811	-29		
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6601-8140-000	6,044.11
Inv 3-001-1811-29	Total		6,044.11
Inv 3-001-1811	-44		
<u>Line Item Date</u> 11/20/2017 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000 215-6010-6201-8140-000	110.76 110.76
Inv 3-001-1811-44	Total	·	221.52
Inv 3-001-1811	45		
Line Item Date	Line Item Description	Line Item Account	
11/20/2017 11/20/2017	10/17-11/16/17 10/17-11/16/17	215-6010-6201-8140-000 101-6010-6410-8140-000	90.61 90.61
Inv 3-001-1811-45	Total		181.22
Inv 3-001-1811	-48		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	44.44
Inv 3-001-1811-48	Total		44.44
Inv 3-001-1811	-56	•	
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	61.31
Inv 3-001-1811-56	Total		61.31
Inv 3-001-1811	-58		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/1-11/1/17	<u>Line Item Account</u> 101-6010-6410-8140-000	33.29
Inv 3-001-1811-58	Total		33.29
Inv 3-001-1811	-59		
Line Item Date 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	41.36

	•		
(nv 3-001-18 11-59	Total		41.36
nv 3-001-1811	1-63		(
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000	23.05
(nv 3-001-1811-63	3 Total		23.05
_{inv} 3-001-1811	I-67		
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	42,03
(nv 3-001-1811-67	7 Total .		42.03
Inv 3-001-1811	I-68		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 101-8010-8011-8140-000	91.27
inv 3-001-1811-68	3 Total		91.27
(nv 3-001-1811	1-69		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/1-11/1/17	<u>Line Item Account</u> 215-6010-6201-8140-000	23.07
(nv 3-001-1811-69	9 Total	•	23.07
(nv 3-001-1811	1-75		1
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	78.92
Inv 3-001-1811-75	5 Total		78.92
(nv 3-001-1811	1-76		i e
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	51.83
Inv 3-001-1811-76	5 Total		51.83
Inv 3-001-1811	1-77		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	40.97
Inv 3-001-1811-77	7 Total		40.97
Inv 3-001-1811	1-79		
Line Item Date	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	36.51
1/20/2017			

Inv 3-001-181	1-80		
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	37.
Inv 3-001-1811-80) Total		37.
Inv 3-001-181	1-86		
Line Item Date 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000	22.
Inv 3-001-1811-86	5 Total		22.
Inv 3-001-1811	1-87	•	
Line Item Date 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 500-6010-6711-8140-000	45.
Inv 3-001-1811-87	7 Total		45
Inv 3-001-1811	1-89		
<u>Line Item Date</u> 11/20/2017 11/20/2017	<u>Line Item Description</u> 10/1-11/1/17 10/1-11/1/17	<u>Line Item Account</u> 101-6010-6410-8140-000 215-6010-6201-8140-000	16. 16.
Inv 3-001-1811-89) Total		33
Inv 3-001-1811	1-90		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	54
Inv 3-001-1811-90) Total		54
Inv 3-001-1811	1-91		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	69
Inv 3-001-1811-91	Total		69
Inv 3-001-1811	1-92		
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	14
Inv 3-001-1811-92	? Total		14
Inv 3-001-1811	1-93		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	50
Inv 3-001-1811-93	Total		50
Inv 3-001-1811	1-95		
Line Item Date	Line Item Description	Line Item Account	

11/20/2017	10/17-11/16/17	101-6010-6410-8140-000	24.18
(nv 3-001-1811-95	5 Total		24.18
Inv 3-001-181	1 -9 8		
<u>Line Item Date</u> I 1/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	13.98
(nv 3-001-1811-98	3 Total		13.98
Inv 3-001-1812	2-06	1	
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000	33.27
(nv 3-001-1812-06	5 Total		33.27
inv 3-001-1812	2-07		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 500-6010-6711-8140-000	27.95
Inv 3-001-1812-07	7 Total		27.95
nv 3-001-1812	2-08		
Line Item Date 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	61.21
(nv 3-001-1812-08	3 Total		61.21
Inv 3-001-1812	2-09		
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/1-11/1/17	<u>Line Item Account</u> 101-6010-6410-8140-000	298.26
Inv 3-001-1812-09	9 Total		298.26
Inv 3-001-181	2-10		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 232-6010-6417-8140-000	69 .94
(nv 3-001-1812-10) Total		69.94
(nv 3-001-181	2-11		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	30.48
(nv 3-001-1812-11	. Total		30,48
Inv 3-001-181	2-12	•	
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	25.15
Inv 3-001-1812 - 12	2 Total		25.15

	-001-1812-	25		
****			Line Item Appoint	
Line Iter 11/20/20		<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000	22.94
Inv 3-00	1-1812-25	Total		22.94
Inv 3	-001-1812-	26	1	
<u>Line Iter</u> 11/20/20		Line Item Description 10/17-11/16/17	Line Item Account 101-6010-6410-8140-000	1,043.21
Inv 3-00	1-1812-26	Total		1,043.21
Inv 3	-001-1812-	-27		
<u>Line Iten</u> 11/20/20		Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	46.68
Inv 3-00	1-1812-27	Total		46.68
Inv 3	-001-1812-	31		
<u>Line Iten</u> 11/20/20		<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000	40.83
Inv 3-00	1-1812-31	Total		40.83
Inv 3	-001-1812-	-32		
Line Iten 11/20/20		Line Item Description 10/1-11/1/17	Line Item Account 101-6010-6410-8140-000	13.40
Inv 3-00	I-1812-32	Total		13.40
Inv 3	-001-1812-	.33		
<u>Line Iten</u> 11/20/20		Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 500-6010-6711-8140-000	24.46
Inv 3-00	1-1812-33	Total		24.46
Inv 3	-001-1812-	34		
<u>Line Iten</u> 11/20/20		Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 500-6010-6711-8152-000	41.63
11/20/20		10/17-11/16/17	500-6010-6711-8152-000	41.63
Inv 3-00	1-1812-34	Total ·		83.26
Inv 3	-001-1812-	35		
<u>Line Iten</u> 11/20/20		<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	15.74
Inv 3-00	1-1812-35	Total		15.74
) Inv 3	-001-1812-	36		
/ <u>Line Iten</u>	n Date	Line Item Description	Line Item Account	

ck Number C	heck Date		Amount
11/20/2017	10/17-11/16/17	101-6010-6410-8140-000	82.97
Inv 3-001-1812-36	Total		82.9
Inv 3-001-1812	i-38	•	
Line Item Date 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 101-6010-6410-8140-000	24.50
Inv 3-001-1812-38	Total		24.50
Inv 3-001-1812	:-39		
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	Line Item Account 215-6010-6115-8140-000	51.52
Inv 3-001-1812-39	Total		51.52
Inv 3-001-9413	-97		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 500-6010-6711-8152-000	2,834.13
Inv 3-001-9413-97	Total		2,834.13
Inv 3-002-4372	-43		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	71.90
Inv 3-002-4372-43	Total		71.90
Inv 3-002-4473	1-12		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 500-6010-6711-8140-000	22.53
Inv 3-002-4473-12	Total		22.53
Inv 3-003-7341	-83		
Line Item Date 11/20/2017	<u>Line Item Description</u> 10/1-11/1/17	<u>Line Item Account</u> 101-6010-6410-8140-000	11.50
Inv 3-003-7341-83	Total	T.	11.50
Inv 3-004-3214	-58		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 500-6010-6711-8140-000	40.41
Inv 3-004-3214-58	Total		40.41
Inv 3-004-4562	-56		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	62.11
·Inv 3-004-4562-56	Total		62.11

Inv 3-016-0678	-82		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6201-8140-000	100.7
Inv 3-016-0678-82	Total	•	100.7
Inv 3-022-6051	-15		
<u>Line Item Date</u> 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	82.0
Inv 3-022-6051-15	Total		82.0
Inv 3-022-6897	-57		
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	26.1
Inv 3-022-6897-57	Total		26.1
Inv 3-022-6897	-89		
Line Item Date 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	23.22
Inv 3-022-6897-89	Total		23.23
Inv 3-022-6897	-99		
Line Item Date 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	25.2
Inv 3-022-6897-99	Total		25.20
Inv 3-022-6898	-05		
<u>Line Item Date</u> 11/20/2017	Line Item Description 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	22.9
Inv 3-022-6898-05	Total		22.9
Inv 3-022-6898	-17		
Line Item Date 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 215-6010-6115-8140-000	24.3
Inv 3-022-6898-17	Total .		24.3
Inv 3-046-7147	-27		
Line Item Date 11/20/2017	<u>Line Item Description</u> 10/17-11/16/17	<u>Line Item Account</u> 500-6010-6710-8140-000	1,335.84
Inv 3-046-7147-27	Total		1,335.8
9898 Total:			51,006.77
	/07/2017		

Inv 3-002-4472-7	77		
Line Item Date 11/30/2017	<u>Line Item Description</u> 10/25-11/27/17	<u>Line Item Account</u> 101-8010-8011-8140-000	2,179.32
Inv 3-002-4472-77	Cotal		2,179.32
Inv 3-002-4472-	78		
Line Item Date 11/30/2017	Line Item Description 10/25-11/27/17	Line Item Account 101-6010-6601-8140-000	979.79
'Inv 3-002-4472-78 T	Cotal		979.79
Inv 3-003-6653-5	57		
<u>Line Item Date</u> 11/30/2017	<u>Line Item Description</u> 10/25-11/27/17	<u>Line Item Account</u> 101-6010-6410-8140-000	820.65
Inv 3-003-6653-57 T	Cotal		820.65
Inv 3-011-4089-5	57	•	,
Line Item Date 11/30/2017	<u>Line Item Description</u> I 0/25-11/27/17	<u>Line Item Account</u> 215-6010-6115-8140-000	50.41
Inv 3-011-4089-57 T	`otal		50.41
Inv 3-022-6897-	72		
Line Item Date 11/30/2017	<u>Line Item Description</u> 10/25-11/27/17	<u>Line Item Account</u> 215-6010-6115-8140-000	23.07
Inv 3-022-6897-72 7	otal		23.07
Inv 3-022-6898-2	28	•	
<u>Line Item Date</u> 11/30/2017	<u>Line Item Description</u> 10/25-11/27/17	<u>Line Item Account</u> 215-6010-6115-8140-000	26.32
Inv 3-022-6898-28 T	Cotal		26.32
Inv 3-023-6580-8	36		
Line Item Date 11/30/2017	<u>Line Item Description</u> 10/25-11/27/17	<u>Line Item Account</u> 215-6010-6201-8140-000	26.76
Inv 3-023-6580-86 7	- Total		26.76
Inv 3-023-7462-2	29		
<u>Line Item Date</u> 11/30/2017	Line Item Description 10/25-11/27/17	<u>Line Item Account</u> 215-6010-6115-8140-000	168.16
Inv 3-023-7462-29 7	Total .		168.16
Inv 3-023-7844-3	31		
<u>Line Item Date</u> 11/30/2017	<u>Line Item Description</u> 10/25-11/27/17	<u>Line Item Account</u> 215-6010-6115-8140-000	23.61

)	Inv 3-023-7844-31	Гotal			23.61
,	Inv 3-023-8283-	79			
	<u>Line Item Date</u> 11/30/2017	Line Item Description 10/25-11/27/17		<u>Line Item Account</u> 215-6010-6115-8140-000	27.88
	Inv 3-023-8283-79	Гotal			27.88
	Inv 3-026-3223-	65			
	<u>Line Item Date</u> 11/28/2017	Line Item Description 10/25-11/27/17		<u>Line Item Account</u> 215-6010-6115-8140-000	39.97
	Inv 3-026-3223-65	T otal			39.97
	Inv 3-028-7013-	82			
	Line Item Date 11/30/2017	Line Item Description 10/25-11/27/17		<u>Line Item Account</u> 101-6010-6410-8140-000	130.01
	Inv 3-028-7013-82	Fotal .			130.01
	Inv 3-028-7594-			Time Thomas Assessment	
	<u>Line Item Date</u> 11/30/2017	Line Item Description 10/25-11/27/17		<u>Line Item Account</u> 500-6010-6711-8152-000	2,771.53
)	Inv 3-028-7594-32	Fotal		•	2,771.53
	Inv 3-029-2458-	05			
	Line Item Date 11/28/2017	Line Item Description 10/25-11/27/17		<u>Line Item Account</u> 101-8030-8031-8140-000	65.22
	Inv 3-029-2458-05	Γotal			65.22
	Inv 3-032-0513-	93			
	<u>Line Item Date</u> 11/30/2017	Line Item Description 10/25-11/27/17		<u>Line Item Account</u> 215-6010-6115-8140-000	51.18
	Inv 3-032-0513-93	Γotal			51.18
	Inv 3-032-2521-	62			
	<u>Line Item Date</u> 11/30/2017	Line Item Description 10/25-11/27/17		<u>Line Item Account</u> 215-6010-6201-8140-000	67.37
	Inv 3-032-2521-62	Γotal			67.37
	Inv 3-032-4192-	98			
	<u>Line Item Date</u> 11/28/2017	Line Item Description 10/25-11/27/17		<u>Line Item Account</u> 215-6010-6201-8140-000	61.45
)	Inv 3-032-4192-98 7	Fotal			61.45
				,	

or runner oncer pare		
Inv 3-033-3452-62	 	
<u>Line Item Date</u> <u>Line Item Description</u> 11/30/2017 10/25-11/27/17	<u>Line Item Account</u> 500-6010-6710-8140-000	(422.86
Inv 3-033-3452-62 Total		422.86
Inv 3-035-3494-19		
<u>Line Item Date</u> <u>Line Item Description</u> 11/28/2017 10/25-11/27/17	<u>Line Item Account</u> 215-6010-6115-8140-000	53.16
Inv 3-035-3494-19 Total		53.16
Inv 3-035-6502-21		
<u>Line Item Date</u> <u>Line Item Description</u> 11/30/2017 10/25-11/27/17	<u>Line Item Account</u> 101-6010-6601-8140-000	794.07
Inv 3-035-6502-21 Total		794.07
Inv 3-037-6075-39		
Line Item Date Line Item Description 11/30/2017 10/25-11/27/17	<u>Line Item Account</u> 215-6010-6115-8140-000	45.65
Inv 3-037-6075-39 Total		45.65
Inv 3-045-8045-41 ·		
<u>Line Item Date</u> <u>Line Item Description</u> 11/30/2017 10/25-11/27/17	<u>Line Item Account</u> 232-6010-6417-8140-000	24.22
Inv 3-045-8045-41 Total		24.22
942 Total:		8,852.66
6666 - So. CA Edison Co. Total:		73,102.37
A6501 - So. Cal. Gas Co. Line Item Account		
84 11/16/2017 Inv 196-493-8529 I		
Line Item Date Line Item Description	Line Item Account	
11/06/2017 CNG for City Vehicles 10/1-11/1/17	500-6010-6711-8020-000	56.00
11/06/2017 CNG for City Vehicles 10/1-11/1/17	210-6010-6501-8020-000	78.25
11/06/2017 CNG for City Vehicles 10/1-11/1/17	500-6010-6710-8020-000	150.00
11/06/2017 CNG for City Vehicles 10/1-11/1/17	230-6010-6116-8020-000	130.00
11/06/2017 CNG for City Vehicles 10/1-11/1/17 11/06/2017 CNG for City Vehicles 10/1-11/1/17	101-6010-6410-8020-000 207-8030-8025-8105-000	59.00 120.00
Inv 196-493-8529 1 Total		593.25

Check Number Check Date		Amount
SOGA6501 - So. Cal. Gas Co. Total:		593.25
SCIV4011 - South Cities Investigations Line Item Account 200899 11/30/2017 Inv SPPD-17-3	•	
Line Item Date Line Item Description	Line Item Account	
11/07/2017 Background Investigation Fees	101-4010-4011-8170-000	2,200.00
Inv SPPD-17-3 Total		2,200.00
200899 Total:		2,200.00
SCIV4011 - South Cities Investigations Total:		2,200.00
CEAP7000 - South Pasadena Part Time Employees Assn. Line Item Account 200764 11/15/2017		
Inv P/R/E 11/12/17	•	
<u>Line Item Date</u> <u>Line Item Description</u> 11/14/2017 Assn. Dues	<u>Line Item Account</u> 700-0000-0000-2249-000	480.00
Inv P/R/E 11/12/17 Total		480.00
200764 Total:		480.00
200953 12/14/2017		
Inv P/R/E 12/10/17		
Line Item Date Line Item Description 12/12/2017 Assn. Dues	<u>Line Item Account</u> 700-0000-0000-2249-000	496.00
Inv P/R/E 12/10/17 Total		496.00
200953 Total:		496.00
CEAP7000 - South Pasadena Part Time Employees Assn. Total:		976.00
SPAR1010 - SPARC Line Item Account 200785 11/16/2017		
Inv 2017		
Line Item Date Line Item Description 11/15/2017 SP Arts Council Utility Art Box from Councilmember Cacciotti	<u>Line Item Account</u> 101-1010-1011-8021-000	250.00
Inv 2017 Total		250.00
Inv 2017*		
Line Item Date 11/15/2017 Line Item Description SP Arts Council Utility Art Box from Councilmember Joe	<u>Line Item Account</u> 101-1010-1011-8021-000	250.00
Inv 2017* Total		250.00
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Inv 2017**			
<u>Line Item Date</u> 11/15/2017	Line Item Description SP Arts Council Utility Art Box from Councilmember Khubesrian	<u>Line Item Account</u> 101-1010-1011-8021-000	250.00
Inv 2017** Total			250.00
200785 Total:			750.00
SPAR1010 - SPARC T	otal:	•	750.00
	ge's Medical Clinic Line Item Account 1/30/2017		
Line Item Date 10/04/2017	Line Item Description Medical Exam Acct. #953970864	<u>Line Item Account</u> 230-6010-6116-8020-000	100.00
Inv 111154.0 Tota			100.00
Inv 113054.0			
<u>Line Item Date</u> 10/10/2017	Line Item Description Medical Exam Acet. #953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	175.00
Inv 113054.0 Tota	1		175.00
Inv 85295.0 <u>Line Item Date</u> 10/04/2017	Line Item Description Medical Exam Acet. #953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	150.00
Inv 85295.0 Total Inv 93515.0			150.00
<u>Line Item Date</u> 10/03/2017	Line Item Description Medical Exam Acct, #953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	150.00
Inv 93515.0 Total			150.00
Inv 93755.0	•		
Line Item Date 10/04/2017	Line Item Description Medical Exam Acct. #953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	150.00
Inv 93755.0 Total			150.00
Inv 93914.0			
<u>Line Item Date</u> 10/03/2017	<u>Line Item Description</u> Medical Exam Acct. #953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	150.00
Inv 93914.0 Total			150.00

Che	ck Number C	heck Date		Amount
	Inv 94248.0			
)	Line Item Date 10/03/2017	<u>Line Item Description</u> Medical Exam Acct. #953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	150.00
	Inv 94248.0 Total			150.00
	Inv 94345.0			
	<u>Line Item Date</u> 10/03/2017	<u>Line Item Description</u> Medical Exam Acct. #953970864	<u>Line Item Account</u> 101-2010-2013-8170-000	150.00
	Inv 94345.0 Total			150.00
2009	900 Total:		•	1,175.00
				
SGM	IC2013 - St. Georg	e's Medical Clinic Total:		1,175.00
STA: 2009		ness Advantage Line Item Account /30/2017		
	Inv 335691910	5		
	Line Item Date	Line Item Description	Line Item Account	
	10/24/2017	Yard Office Supplies	500-6010-6710-8020-000	5.74
	10/24/2017	Yard Office Supplies	215-6010-6310-8020-000	5.74
	10/24/2017	Yard Office Supplies	101-6010-6410-8020-000	5.74
	10/24/2017	Yard Office Supplies	230-6010-6116-8020-000	29.43
)	10/24/2017	Yard Office Supplies	101-6010-6011-8000-000	. 36.22
)	10/24/2017	Yard Office Supplies	101-6010-6601-8020-000	5.74
	10/24/2017	Yard Office Supplies	215-6010-6201-8020-000	5.74
	10/24/2017	Yard Office Supplies	500-6010-6711-8020-000	5.74
	10/24/2017	Yard Office Supplies	210-6010-6501-8020-000	29.43
	Inv 3356919106 To	otal		129.52
	Inv 3357134017	7		
	Line Item Date 10/26/2017	<u>Line Item Description</u> Recreation Office Supplies	<u>Line Item Account</u> 101-8030-8032-8000-000	51.87
	Inv 3357134017 To	otal	•	51.87
2009	01 Total:			181.39
CT A	TOTO CALLED DUCK	was A lou A . That b		181.39
	_	ness Advantage Total:		161.39
2007	750 11.	octrum Line Item Account /08/2017		
	Inv 18709	Lina Itam Dasaviatian	Line Item Account	
	<u>Line Item Date</u> 08/31/2017	<u>Line Item Description</u> Library Community Room Audio Video System Upgrades	101-8010-8011-8520-000	46,375.32
)	Inv 18709 Total			46,375.32

Check Number Check Date		Amount
200750 Total;		46,375.32
00902 11/30/2017 Inv 18779		
<u>Line Item Date</u> <u>Line Item Description</u> 10/31/2017 AV Svcs 10/17	<u>Line Item Account</u> 101-1020-1021-8180-000	4,522.35
Inv 18779 Total		4,522.35
00902 Total:		4,522.35
SM1020 - Studio Spectrum Total:	·	50,897.67
CRR4010 - Superior Court of CA, County of LA Line Item Account 10903 11/30/2017 Inv October 2017		
Line Item Date Line Item Description 11/06/2017 Court Fees Oct 2017	<u>Line Item Account</u> 101-0000-0000-4610-000	12,776.50
Inv October 2017 Total		12,776.50
00903 Total:		12,776.50
CRR4010 - Superior Court of CA, County of LA Total:		12,776.50
WOR8032 - Swords Fencing Studio Line Item Account 20786 11/16/2017		
Inv Fall 2017		
<u>Line Item Date</u> <u>Line Item Description</u> 11/08/2017 Instructor Fencing Classes	<u>Line Item Account</u> 101-8030-8032-8267-000 ·	474.60
Inv Fall 2017 Total	•	474.60
00786 Total:		474.60
WOR8032 - Swords Fencing Studio Total:		474.60
NYM6710 - The Bank of New York Mellon Line Item Account 00904 11/30/2017 Inv 252-2064395		
Line Item Date Line Item Description 11/13/2017 2016 Water Rev. Refunding Bonds 11/10/17 - 11/9/18	· <u>Line Item Account</u> 505-6010-6712-8232-000	1,530.00
Inv 252-2064395 Total		1,530.00
00904 Total:		1,530.00
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NYM6710 - The Bank	of New York Mellon Total:		1,530.00
OU5030 - The Gas Cor	npany Line Item Account		
200802 11.	/21/2017		
Inv 072 519 130	0 5		
<u>Line Item Date</u> 11/15/2017	Line Item Description 10/11-11/13/17	<u>Line Item Account</u> 101-6010-6410-8140-000	18.0
Inv 072 519 1300 5	Total		18.0
Inv 080 919 290	0 3		•
<u>Line Item Date</u> 11/15/2017	Line Item Description 10/11-11/13/17	<u>Line Item Account</u> 101-6010-6601-8140-000	253.98
Inv 080 919 2900 3	Total		253.9
Inv 080 919 360	0 8		
<u>Line Item Date</u> 11/15/2017	<u>Line Item Description</u> 10/11-11/13/17	<u>Line Item Account</u> 101-8030-8031-8140-000	5.4
Inv 080 919 3600 8	Total		5.4
Inv 083 019 360	0 4		
<u>Line Item Date</u> 11/15/2017	Line Item Description 10/11-11/13/17	<u>Line Item Account</u> 500-6010-6710-8140-000	27.1
Inv 083 019 3600 4	Total		27.1
Inv 135 519 370	09		
<u>Line Item Date</u> 11/15/2017	Line Item Description 10/11-11/13/17	<u>Line Item Account</u> 101-8010-8011-8140-000	1.8
Inv 135 519 3700 9	Total		1.8
Inv 137 619 370	0 5		
<u>Line Item Date</u> 11/15/2017	Line Item Description 10/11-11/13/17	<u>Line Item Account</u> 101-8030-8021-8140-000	59.5
Inv 137 619 3700 5	Total		59.5
Inv 148 220 090	0 8		
<u>Line Item Date</u> 11/15/2017	Line Item Description 10/11-11/13/17	<u>Line Item Account</u> 101-6010-6410-8140-000	85.2
Inv 148 220 0900 8	Total		85.2
			····

ODDOOD THE ONE OF	ompany Total:		451.20
	ford Line Item Account 1/15/2017 2/17		
<u>Line Item Date</u> 11/14/2017	Line Item Description Life Ins.	<u>Line Item Account</u> 700-0000-0000-2254-000	816.75
Inv P/R/E 11/12/1	7 Total		816.75
00765 Total:			816.75
00954 13 Inv P/R/E 12/1	2/14/2017 0/17		
Line Item Date 12/12/2017	<u>Line Item Description</u> Life Insurance Dec -17	<u>Line Item Account</u> 700-0000-0000-2254-000	816.75
Inv P/R/E 12/10/1	7 Total		816.75
00954 Total:			816.75
AFR7000 - The Hart	ford Total:		1,633.50
00751 1	er Cable Line Item Account 1/08/2017		
Inv 008 022490 <u>Line Item Date</u> 10/28/2017	Line Item Description Internet Upgrade 11/8-12/7/17	<u>Line Item Account</u> 101-2010-2032-8150-000	363.37
Inv 008 0224964 1	l'otal		363.37
Inv 008 03116	88		
Inv 008 03116 <u>Line Item Date</u> 11/01/2017	Line Item Description 1100 Oxley St. Ethernet Fiber 11/11-12/10/17	<u>Line Item Account</u> 101-2010-2032-8180-000	1,219.58
Line Item Date	<u>Line Item Description</u> 1100 Oxley St. Ethernet Fiber 11/11-12/10/17		1,219.58 1,219.58
<u>Line Item Date</u> 11/01/2017	Line Item Description 1100 Oxley St. Ethernet Fiber 11/11-12/10/17 Fotal		
<u>Line Item Date</u> 11/01/2017 Inv 008 0311688 7	Line Item Description 1100 Oxley St. Ethernet Fiber 11/11-12/10/17 Fotal		
Line Item Date 11/01/2017 Inv 008 0311688 7 Inv 008 031176 Line Item Date	Line Item Description 1100 Oxley St. Ethernet Fiber 11/11-12/10/17 Fotal Line Item Description Yard Ethernet Fiber 11/11-12/10/17	101-2010-2032-8180-000 Line Item Account	1,219.58
Line Item Date 11/01/2017 Inv 008 0311688 7 Inv 008 031170 Line Item Date 11/01/2017	Line Item Description 1100 Oxley St. Ethernet Fiber 11/11-12/10/17 Fotal Line Item Description Yard Ethernet Fiber 11/11-12/10/17 Fotal	101-2010-2032-8180-000 Line Item Account	1,219.58
Line Item Date 11/01/2017 Inv 008 0311688 7 Inv 008 031176 Line Item Date 11/01/2017 Inv 008 0311704 7	Line Item Description 1100 Oxley St. Ethernet Fiber 11/11-12/10/17 Fotal Line Item Description Yard Ethernet Fiber 11/11-12/10/17 Fotal	101-2010-2032-8180-000 Line Item Account	1,219.58

200751 Total:			3,992.53
200803 11 Inv 008 001178	l/21/2017 83		
Line Item Date	Line Item Description	Line Item Account	
11/09/2017	Internet for Camp Med 11/19-12/18/17	101-8030-8032-8268-000	78.15
Inv 008 0011783 T	`otal		78.15
Inv 008 025196	57		
<u>Line Item Date</u> 11/12/2017	<u>Line Item Description</u> 1102 Oxley St. 11/22-12/21/17	<u>Line Item Account</u> 101-8030-8021-8110-000	195.14
Inv 008 0251967 T	'otal		195.14
Inv 008 026998	35		
<u>Line Item Date</u> 11/07/2017	<u>Line Item Description</u> City Hall 2nd Modern Sves 11/17-12/16/17	<u>Line Item Account</u> 101-2010-2032-8150-000	150.74
Inv 008 0269985 T	otal		150.74
Inv 008 035599	0		
<u>Line Item Date</u> 11/02/2017	<u>Line Item Description</u> Garfield Reservoir Cable/Internet 11/2-12/1/17	<u>Line Item Account</u> 500-6010-6710-8150-000	292.42
Inv 008 0355990 T	otal .		292.42
200803 Total:			716.45
200905 11 Inv 008 001200	/30/2017 15		
Line Item Date 11/21/2017	<u>Line Item Description</u> Library 11/29 - 12/28/17	<u>Line Item Account</u> 101-8010-8011-8180-000	1.58
Inv 008 0012005 T	otal		1.58
Inv 008 007019	3		
<u>Line Item Date</u> 11/21/2017	Line Item Description Skate Park Cable 12/1 - 31/17	<u>Line Item Account</u> 101-4010-4011-8110-000	73.96
Inv 008 0070193 T	otal		73.96
Inv 008 035599	0		
<u>Line Item Date</u> 11/22/2017	<u>Line Item Description</u> Garfield Reservoir Cable/Internet 12/2/17 - 1/1/18	<u>Line Item Account</u> 500-6010-6710-8150-000	187.11
Inv 008 0355990 T	otal		187.11
200905 Total:			262.65

riM4011 - Time Warne	r Cable Total:		4,971.63
	ning & Uniforms Inc Line Item Account 30/2017		
<u>Line Item Date</u> 10/27/2017	Line Item Description PD Corporal Stripes	<u>Line Item Account</u> 101-4010-4011-8134-000	10.95
Inv 1567 Total			10.95
200906 Total:	•		10.95
OM4455 - Tom's Cloth	ing & Uniforms Inc Total:		10.95
	7ireless Line Item Account 07/2017		
<u>Line Item Date</u> 10/26/2017 10/26/2017	Line Item Description Mgmt Svcs, FD Mobile & Transit Data 9/27-10/26/17 Mgmt Svcs, FD Mobile & Transit Data 9/27-10/26/17	<u>Line Item Account</u> 205-8030-8025-8180-000 101-2010-2032-8150-000	38.01 418.11
Inv 9795242777 To	tal		456.12
Inv 9797022306			(
<u>Line Item Date</u> 11/26/2017 11/26/2017	Line Item Description Mgmt Svcs, FD Mobile & Transit Data 10/27-11/26/17 Mgmt Svcs, FD Mobile & Transit Data 10/27-11/26/17	<u>Line Item Account</u> 205-8030-8025-8180-000 101-2010-2032-8150-000	38.01 418.11
Inv 9797022306 To	tal		456.12
200943 Total:			912.24
/ERW6711 - Verizon W	/ircless Total:		· 912.24
	tric Wholesale Inc. Line Item Account 30/2017		
<u>Line Item Date</u> 10/30/2017	Line Item Description City Hall/PD Parking Lot Light Repairs Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	345.32
Inv 29981 Total			345.32
Inv 29996			
<u>Line Item Date</u> 11/30/2017	Line Item Description Garfield Reservoir Receptacle Cover .	<u>Line Item Account</u> 101-6010-6601-8020-000	5.30
Inv 29996 Total		•	5.30

~ 1				
	Inv 30014			
)	Line Item Date	Line Item Description	Line Item Account	
	11/01/2017	Garfield Reservoir New 30 AMP Circuit	101-6010-6601-8020-000	108.41
]	Inv 30014 Total			108.41
]	Inv 30015			
	<u>Line Item Date</u> 11/02/2017	<u>Line Item Description</u> PD Civic Center Exterior Lighting Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	178.21
1	Inv 30015 Total			178.21
2000	07 Total:			637.24
20090	J/ 10tal:			42,700
20092	22 12/0 Inv 29929	7/2017		
	<u>Line Item Date</u> 10/18/2017	<u>Line Item Description</u> LED Bulbs Citywide Street Light Replacements	<u>Line Item Account</u> 215-6010-6201-8020-000	475.18
I	nv 29929 Total			475.18
20092	22 Total:			475.18
30094	14 12/0	7/2017		
ノı	(nv 29874	•		
	<u>Line Item Date</u> 10/16/2017	<u>Line Item Description</u> Electrical Supplies	<u>Line Item Account</u> 101-6010-6601-8020-000	239.77
1	Inv 29874 Total			239.77
I	Inv 29945			203111
Ţ	Inv 29945 Line Item Date 10/25/2017	Line Item Description Electrical Supplies	<u>Line Item Account</u> 215-6010-6201-8020-000	. 399.62
<u>]</u> 1	Line Item Date			
Ţ 1	Line Item Date 10/25/2017			399.62
] 1 1	Line Item Date 10/25/2017 Inv 29945 Total			399.62
]]] <u>]</u>	Line Item Date 10/25/2017 Inv 29945 Total Inv 29970 Line Item Date	Electrical Supplies Line Item Description	215-6010-6201-8020-000 Line Item Account	399.62 399.62
]]]]	Line Item Date 10/25/2017 Inv 29945 Total Inv 29970 Line Item Date 10/25/2017	Electrical Supplies Line Item Description	215-6010-6201-8020-000 Line Item Account	399.62 399.62
]]]]]	Line Item Date 10/25/2017 Inv 29945 Total Inv 29970 Line Item Date 10/25/2017 Inv 29970 Total	Electrical Supplies Line Item Description	215-6010-6201-8020-000 Line Item Account	399.62 399.62

heck Number Check Date		Amount
Inv 30122		
Line Item Date Line Item Description 11/07/2017 Electrical Supplies	<u>Line Item Account</u> 215-6010-6201-8020-000	284.70
Inv 30122 Total		284.70
00944 Total:		1,210.98
EWI8020 - Vision Electric Wholesale Inc. Total:		2,323.40
PI3032 - Vision Technology Solutions Line Item Account 11/16/2017 Inv 35779		
Line Item Date Line Item Description 11/03/2017 Web Hosting for November 2017	<u>Line Item Account</u> 101-2010-2032-8180-000	243.10
Inv 35779 Total		243.10
00787 Total:		243.10
PI3032 - Vision Technology Solutions Total:		243.10
3VG4610 - Vogel, Belinda or Brian Line Item Account 20908 11/30/2017 Inv 233124647	•	(
<u>Line Item Date</u> <u>Line Item Description</u> 11/13/2017 Refund Citation	<u>Line Item Account</u> 101-0000-0000-4610-000	48.00
Inv 233124647 Total		48.00
00908 Total:		48.00
BVG4610 - Vogel, Belinda or Brian Total:		48.00
RTO4011 - Vortex Optics Line Item Account 00909 11/30/2017 Inv 903729A		
Line Item Date Line Item Description 11/09/2017 PD Razor Binoculars 11/09/2017 PD Razor Binoculars	<u>Line Item Account</u> 272-4010-4018-8520-000 101-0000-0000-2700-000	978.92 -84.93
Inv 903729A Total	100 000 2.00 000	893.99
. , , , , , , , , , , , , , , , , , , ,		893.99
RTO4011 - Vortex Optics Total:		893.99
P-Check Detail (12/13/2017 - 6:38 PM)		Page 83

AP-Check Detail (12/13/20	017 - 6:38 PM)		Page 84
200912 Total:			229,49
Inv 11/9/17 Total			229.49
<u>Line Item Date</u> 11/15/2017	<u>Line Item Description</u> Reimb. PD Training Expenses	<u>Line Item Account</u> 101-4010-4011-8200-000	229.49
Inv 11/9/17			
PTZM4011 - Zamora, Pat 200912 11/3	trick Line Item Account 0/2017		
DIE7777 - White Nelson I	Diehl Evans LLP Total:		395.00
200752 Total:			395.00
Inv 12/7/17 Total			395.00
<u>Line Item Date</u> 11/07/2017	Line Item Description 2017 Government Tax Seminar 12/7/17 - Lorie Fox	101-3010-3011-8090-000	395.00
Inv 12/7/17	Ling Itam Description	Line Item Account	
	Diehl Evans LLP Line Item Account 8/2017		
WWCI3012 - WaterWise	Consulting Inc. Total:		585.00
200911 Total:			585.00
Inv 5402 Total			585.00
<u>Line Item Date</u> 10/31/2017	<u>Line Item Description</u> Residential Water Audit Survey Program 10/17	<u>Line Item Account</u> 500-3010-3012-8032-000	585.00
Inv 5402	0/2017		
	Consulting Inc. Line Item Account 0/2017		
VUL6601 - Vulcan Mater	ials Co. & Affiliates Total:		540.28
200910 Total:			540.28
1111 1105 050 10111			
Inv 71639030 Total	ROCK, Crushed Sand Base & Concrete	300-0010-0710-8020-000	540.28
<u>Line Item Date</u> 11/03/2017 11/03/2017	Line Item Description Rock, Crushed Sand Base & Concrete Rock, Crushed Sand Base & Concrete	<u>Line Item Account</u> 230-6010-6116-8020-000 500-6010-6710-8020-000	270.14 270.14
Inv 71639030			
1	ials Co. & Affiliates Line Item Account 0/2017		

PTZM4011 - Zamora,	Patrick Total:		229.49
	Industries, Inc. Line Item Account		
200913 1	1/30/2017	·	
Inv 0172619			
<u>Line Item Date</u> 10/25/2017	<u>Line Item Description</u> Street Name Signs & Hardware Supplies	<u>Line Item Account</u> 230-6010-6116-8020-000	72.27
Inv 0172619 Tota	1		72.27
200913 Total:		•	72.27
ZUMAR103 - Zumar	Industries, Inc. Total:		72.27
Гotal:		,	1,100,971.54

ATTACHMENT 3 General City Warrant List

Accounts Payable

Check Detail

User:

mfestejo

Printed:

12/14/2017 - 9:25AM



eck Number (Check Date		Amount
A0287 - Avalon Pr	operty Services, Inc. Line Item Account		
	2/20/2017		
Inv 26072			
Line Item Date	Line Item Description	Line Item Account	
08/01/2017	Bus Stop Maint., Sweeping & Trash Removal Svcs 8/17	101-6010-6011-8180-000	275.95
08/01/2017	Bus Stop Maint., Sweeping & Trash Removal Svcs 8/17	205-8030-8024-8180-000	2,000.00
Inv 26072 Total	•		2,275.95
Inv 26073			
Line Item Date	Line Item Description	Line Item Account	
08/01/2017	Unlocking of Restrooms - Orange Grove Park 8/17	101-6010-6601-8180-000	90.11
Inv 26073 Total			90.11
Inv 26073*			
Line Item Date	Line Item Description	Line Item Account	(
08/01/2017	Unlocking of Restrooms - Arroyo Park 8/17	232-6010-6417-8180-000	90,11
Inv 26073* Total			90.11
Inv 26073**		·	
Line Item Date	Line Item Description	Line Item Account	
08/01/2017	Unlocking of Restrooms - Garfield Park 8/17	232-6010-6417-8180-000	90.11
Inv 26073** Tota	1		90.11
Inv 26074			
Line Item Date	Line Item Description	Line Item Account	
08/01/2017	Machine Sweeping of Parking Lot 8/17	205-8030-8024-8180-000	750.00
08/01/2017	Machine Sweeping of Parking Lot 8/17	101-6010-6601-8180-000	11.51
Inv 26074 Total			761.51
Inv 26586		·	
Line Item Date	Line Item Description	Line Item Account	
08/01/2017	Bus Stop Maint., Sweeping & Trash Removal Svcs 8/17	205-8030-8024-8180-000	2,275.95
Inv 26586 Total			2,275.95
Inv 26587			(
Line Item Date	Line Item Description	Line Item Account	
11/01/2017	Unlocking of Restrooms - Orange Grove Park 11/17	101-6010-6601-8180-000	90.11

	Check Date		Amount
Inv 26587 Total			90.11
) Inv 26587*			
<u>Line Item Date</u> 11/01/2017	<u>Line Item Description</u> Unlocking of Restrooms - Arroyo Park 11/17	<u>Line Item Account</u> 232-6010-6417-8180-000	90.11
Inv 26587* Total			90.11
Inv 26587**			
Line Item Date 11/01/2017	Line Item Description Unlocking of Restrooms - Garfield Park 11/17	<u>Line Item Account</u> 232-6010-6417-8180-000	90.11
Inv 26587** Tota	1		90.11
Inv 26588			
<u>Line Item Date</u> 11/01/2017 11/01/2017	<u>Line Item Description</u> Machine Sweeping of Parking Lot 11/17 Machine Sweeping of Parking Lot 11/17	<u>Line Item Account</u> 205-8030-8024-8180-000 101-6010-6601-8180-000	750.00 11.51
Inv 26588 Total			761.51
/	operty Services, Inc. Total:		6,615.58
	Systems Inc. Line Item Account 2/20/2017		
Inv 4527			
<u>Line Item Date</u> 11/23/2017	<u>Line Item Description</u> Sr. Center Meals w/ 11/13-17/17	<u>Line Item Account</u> 260-8030-8023-8180-000	1,458.82
Inv 4527 Total			
Inv 4534			1,458.82
	•		1,458.82
<u>Line Item Date</u> 11/27/2017	Line Item Description Sr. Center Meals w/ 11/20-22/17	<u>Line Item Account</u> 260-8030-8023-8180-000	·
			1,458.82 1,534.06 1,534.06
11/27/2017			1,534.06
11/27/2017 Inv 4534 Total			1,534.06 1,534.06
11/27/2017 Inv 4534 Total Inv 4540 <u>Line Item Date</u>	Sr. Center Meals w/ 11/20-22/17 Line Item Description	260-8030-8023-8180-000 Line Item Account	1,534.06 1,534.06 1,220.56
Inv 4534 Total Inv 4540 <u>Line Item Date</u> 12/05/2017	Sr. Center Meals w/ 11/20-22/17 Line Item Description	260-8030-8023-8180-000 Line Item Account	1,534.06
Inv 4534 Total Inv 4540 <u>Line Item Date</u> 12/05/2017 Inv 4540 Total	Sr. Center Meals w/ 11/20-22/17 Line Item Description Sr. Center Meals w/ 11/27-12/1/17	260-8030-8023-8180-000 Line Item Account	1,534.06 1,534.06 1,220.56

57 12	/20/2017		
Inv 0054676			
Line Item Date 07/19/2017	<u>Line Item Description</u> PD Unit# 1407 Patrol of Camera Software & Various Repairs Equip	<u>Line Item Account</u> 101-4010-4011-8100-000	95.0
(nv 0054676 Total			95.0
Inv 0062471	·		
<u>Line Item Date</u> 09/26/2017	<u>Line Item Description</u> PD Unit# 1404 Patrol of Camera Software & Various Repairs Equip	<u>Line Item Account</u> 101-4010-4011-8100-000	443.4
Inv 0062471 Total			443.4
nv 0062788			
<u>Line Item Date</u> 09/28/2017	<u>Line Item Description</u> PD Unit# 1406 Patrol of Camera Software & Various Repairs Equip	<u>Line Item Account</u> 101-4010-4011-8100-000	580.0
Inv 0062788 Total			580.0
Inv 0062789			
<u>Line Item Date</u> 09/28/2017	Line Item Description PD Unit# 1407 Patrol of Camera Software & Various Repairs Equip	<u>Line Item Account</u> 101-4010-4011-8100-000	580.0
Inv 0062789 Total			580.0
Inv 0066583			
<u>Line Item Date</u> 10/31/2017	Line Item Description PD Unit# 1405 Patrol of Camera Software & Various Repairs Equip	<u>Line Item Account</u> 101-4010-4011-8100-000	265.0
Inv 0066583 Total			265.0
(nv 0066584			
<u>Line Item Date</u> 10/31/2017	<u>Line Item Description</u> PD Unit# 0908 Patrol of Camera Software & Various Repairs Equip	<u>Line Item Account</u> 101-4010-4011-8100-000	665.0
Inv 0066584 Total			665.0
Inv 0069313			
Line Item Date 11/22/2017	Line Item Description PD Unit# 1406 Patrol of Camera Software & Various Repairs Equip	<u>Line Item Account</u> 101-4010-4011-8100-000	873.
Inv 0069313 Total			873.
Inv 0070226			
<u>Line Item Date</u> 11/30/2017	<u>Line Item Description</u> PD Unit# 1112 Patrol of Camera Software & Various Repairs Equip	<u>Line Item Account</u> 101-4010-4011-8100-000	1,509.3
Inv 0070226 Total			1,509.3

Chec	ck Number C	heck Date		Amoun
	Inv 0070246			
	<u>Line Item Date</u> 11/30/2017	<u>Line Item Description</u> PD Unit# 1407 Patrol of Camera Software & Various Repairs Equip	<u>Line Item Account</u> 101-4010-4011-8100-000	909.5
	Inv 0070246 Total		•	909.5
2009	957 Total:			5,921.13
CMIM	/IE4011 - Commlin	e Inc. Total:		5,921.1
2009		tomation Design Inc Line Item Account /20/2017		
	<u>Line Item Date</u> 07/19/2016	Line Item Description SCADA Maint. Svcs 7/14/16 Svc Call	<u>Line Item Account</u> 500-6010-6711-8170-000	5,818.9
	Inv 16-040 Total			5,818.9
j	Inv 16-046 <u>Line Item Date</u> 10/16/2016	Line Item Description SCADA Maint. Svcs 8/10/16 Svc Call	<u>Line Item Account</u> 500-6010-6711-8170-000	580.0
	Inv 16-046 Total	SCADA Maint. Sves 8/10/10 Sve Can	300-0010-6/11-61/0-000	580.0
) 1	Inv 17-001			
	<u>Line Item Date</u> 01/07/2017	Line Item Description SCADA Maint. Svcs-Install UPS @ Grand Backup Raymond	<u>Line Item Account</u> 500-6010-6711-8170-000	2,802.6
]	Inv 17-001 Total	•		2,802.6
	Inv 17-002			
	<u>Line Item Date</u> 01/07/2017	Line Item Description SCADA Maint. Svcs Furnish & Install UPS for PCL	<u>Line Item Account</u> 500-6010-6711-8170-000	4,794.0
į	Inv 17-002 Total			4,794.0
2009:	58 Total:			13,995.62
CON	9152 - Control Au	omation Design Inc Total:		13,995.62
2009:		ptual Site Furnishings Line Item Account /20/2017	·	
	<u>Line Îtem Date</u> 10/23/2017	<u>Line Item Description</u> Bus Stop Benches & Trash Receptacles	<u>Line Item Account</u> 205-9000-9220-9220-000	65,938.3
. 1	Inv 17383 Total			65,938.32

Check Number C	heck Date		Amount
200959 Total:		·	65,938.32
CSFS9220 - CSF Conce	ptual Site Furnishings Total:		65,938.32
	action Line Item Account /20/2017		
Inv #I			
<u>Line Item Date</u> 11/30/2017	Line Item Description Sidewalk Replacement & ADA Access Ramp Project	<u>Line Item Account</u> 260-9000-9264-9264-000	23,257.42
Inv #1 Total			23,257.42
200960 Total:			23,257.42
CC9000 - E.C.Constru	oction Total:		23,257.42
	educts/Applications Line Item Account /20/2017		
Line Item Date 11/06/2017 11/06/2017 11/06/2017	Line Item Description Eddie Park House Refurbishing Hardwood Floors Eddie Park House Refurbishing Hardwood Floors Install Eddie Park House Flooring	<u>Line Item Account</u> 101-8030-8031-8120-000 101-8030-8031-8110-000 105-8030-8031-8170-000	1,815.00 1,400.00 8,785.00
Inv 5183 Total			12,000.00
00961 Total:			12,000.00
LRE8120 - El Rey Pro	educts/Applications Total:		12,000.00
	Caton Analytical Line Item Account /20/2017		
Inv L0333274			
<u>Line Item Date</u> 08/10/2017	Line Item Description Water Quality Testing Svcs	<u>Line Item Account</u> 500-6010-6711-8170-000	20.00
Inv L0333274 Tota			20.00
Inv L0333782			
<u>Line Item Date</u> 08/10/2017	Line Item Description Water Quality Testing Svcs	<u>Line Item Account</u> 500-6010-6711-8170-000	127.00
Inv L0333782 Tota			127.00
Inv L0335591			
<u>Line Item Date</u> 07/28/2017	<u>Line Item Description</u> Water Quality Testing Svcs	Line Item Account 500-6010-6711-8170-000	85.00

Check Nu	mber Ch	eck Date		Amoun
Inv L0)335591 Total			85.0
Inv	L0336322			
<u>Line I</u> 10/31/	tem Date /2017	Line Item Description Water Quality Testing Svcs	<u>Line Item Account</u> 500-6010-6711-8170-000	85.0
Inv L0)336322 Total			85.0
Inv	L0336388			
<u>Line It</u> 07/31/	<u>tem Date</u> 2017	<u>Line Item Description</u> Water Quality Testing Svcs	<u>Line Item Account</u> 500-6010-6711-8170-000	127.0
Inv L0)336388 Total			127.0
Inv	L0338396			
<u>Line It</u> 08/10/	<u>tem Date</u> 2017	<u>Line Item Description</u> Water Quality Testing Svcs	<u>Line Item Account</u> 500-6010-6711-8170-000	170.0
Inv L0	338396 Total			170.0
Inv	L0338400	·		
<u>Line It</u> 08/10/2	<u>tem Date</u> 2017	Line Item Description Water Quality Testing Svcs	<u>Line Item Account</u> 500-6010-6711-8170-000	20.0
Inv L0	338400 Total			20.0
)				
200962 Tot	al:			634.0
EURO6710	- Eurofins Ea	aton Analytical Total:		634.0
200963	12/2	ciates Line Item Account 20/2017		
	17-100 em Date	Line Item Description	Line Item Account	
11/30/2		Arroyo Seco Ped Project PW Construction 11/17	238-9000-9160-9160-000	17,595.0
Inv 17-	-100 Total			17,595.0
200963 Tota	al:			17,595.00
GKAS9000	- GK & Assoc	ciates Total:		17,595.00
	- KOA Line i	Item Account		
		20/2017		
200964	12/2 JB73058X4			
200964 Inv	JB73058X4 em Date	<u>Line Item Description</u> Engineering Design Svcs-Fair Oaks Ave. Traffic Signal 10/17	<u>Line Item Account</u> 207-9000-9192-9192-000	4,955.5

Check Number Check Date	1	Amount
Inv JB73058X4 Total		19,098.00
200964 Total:		19,098.00
KOAC6010 - KOA Total:		19,098.00
Total:		169,268.56

ATTACHMENT 4
Payroll 11-17-17
Payroll 12-01-17
Payroll 12-15-17

PAYROLL ACCOUNT RECONCILIATION City of South Pasadena for Payroli 11.17.17

Account Number	Account Name	12.20.17
101-0000-0000-1010-000	General Fund - Payroll cash	545,627.67
101-0000-0000-1010-000	Other Withholding Payables \$ Net General Fund - Payroll Cash	256,606.30 289,021.37
101-0000-0000-1010-000	Insurance Adjustment	209,021.31
205-0000-0000-1010-000	Prop A - Payroll Cash	7,945.64
207-0000-0000-1010-000	Prop C - Payroll Cash	5,362.36
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	11,901.95
211-0000-0000-1010-000	CTC Traffic Improvement .	-
215-0000-0000-1010-000	Street Lighting & Landscape Asessment - PR Ca	5,741.15
218-0000-0000-1010-000	Clean Air Act	29.47
227-0000-0000-1010-000	CRA - Payroll Cash	
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	13,109.33
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	117.09
500-0000-0000-1010-000	Water Fund - Payroll Cash	51,005.05
700-0000-0000-2210-000	Internal Revenue Service	72,395.77
700-0000-0000-2220-000	Employment Development Dept.	23,602.45
700-0000-0000-2230-000	Internal Revenue Service	18,000.34
700-0000-0000-2240-000	PERS Pension	94,336.21
700-0000-0000-2260-000	Deferred Comp - Empower	11,299.06
700-0000-0000-2262-000	PERS Health	
Total Checks & Direct Depo	sits	603,867.24
Checks		24,254.58
Direct Deposits		359,978.83
I.R.S Payments		90,396.11
E.D.D. PERS Pension		23,602.45 94,336.21
Deferred Comp - Empower PERS Health		11,299.06
		603,867.24
To 700		616,585.13
Other PR Payable		256,606.30
ACH Payable		359,978.83

PAYROLL ACCOUNT RECONCILIATION City of South Pasadena for Payroll 12.01.17

Account Number	Account Name	12.20.17
101-0000-0000-1010-000	General Fund - Payroll cash	653,373.22
101-0000-0000-1010-000	Other Withholding Payables \$	381,028.59
101-0000-0000-1010-000	Net General Fund - Payroll Cash Insurance Adjustment	272,344.63
205-0000-0000-1010-000	Prop A - Payroli Cash	8,156.94
207-0000-0000-1010-000	Prop C - Payroll Cash	6,784.26
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	14,133.30
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Asessment - PR Ca	7,221.05
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	16,122.96
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	
500-0000-0000-1010-000	Water Fund - Payroll Cash	60,393.62
700-0000-0000-2210-000	Internal Revenue Service	72,680.84
700-0000-0000-2220-000	Employment Development Dept.	23,810.13
700-0000-0000-2230-000	Internal Revenue Service	17,586.14
700-0000-0000-2240-000	PERS Pension	98,383.54
700-0000-0000-2260-000	Deferred Comp - Empower	11,765.03
700-0000-0000-2262-000 101-3011-3041-7131-000	PERS Health - Actives PERS Heatlh - Retirees	117,647.26 47,304.23
101-3011-3041-7131-000		47,304.23
Total Checks & Direct Depo	sits	774,333.93
Checks		25,756.48
Direct Deposits		359,400.28
I.R.S Payments		90,266.98
E.D.D.		23,810.13
PERS Pension		98,383.54
Deferred Comp - Empower		11,765.03
PERS Health		164,951.49 774,333.93
To 700		·
To 700 Other PR Pavable		740,428.87
Other PR Payable ACH Payable		381,028.59 359,400.28
, with ayable		000,400.20

PAYROLL ACCOUNT RECONCILIATION City of South Pasadena for Payroll 12.15.17

Account Number	Account Name	12.20.17
101-0000-0000-1010-000	General Fund - Payroll cash Other Withholding Payables	564,564.25 \$ 265,592.22
101-0000-0000-1010-000	Net General Fund - Payroll Cash Insurance Adjustment	298,972.03
205-0000-0000-1010-000	Prop A - Payroll Cash	8,161.12
207-0000-0000-1010-000	Prop C - Payroll Cash	5,362.37
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	12,312.24
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Asessment - PR Ca	5,891.11
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	13,536.98
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	-
500-0000-0000-1010-000	Water Fund - Payroll Cash	52,542.93
700-0000-0000-2210-000	Internal Revenue Service	82,089.40
700-0000-0000-2220-000	Employment Development Dept.	27,083.85
700-0000-0000-2230-000	Internal Revenue Service	18,747.30
700-0000-0000-2240-000	PERS Pension	85,989.19
700-0000-0000-2260-000	Deferred Comp - Empower	11,907.92
700-0000-0000-2262-000	PERS Health	-
Total Checks & Direct Depos	sits	622,596.44
Checks		17,624.15
Direct Deposits		379,154.63
I.R.S Payments E.D.D.		100,836.70 27,083.85
PERS Pension		85,989.19
Deferred Comp - Empower PERS Health	•	11,907.92
	-	622,596.44
To 700		644,746.85
Other PR Payable		265,592.22 379,154.63
ACH Payable	-	378,104.03

ATTACHMENT 5 Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total Agency Warrants 12.20.17 Vendor Invoice # Check # Department Description Amount No Items to be reported for this period. RSA Report Total \$\$ -

Michael A. Cacciotti, Agency Chair

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Evelyn G. Zneimer, Agency Secretary

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA:

December 20, 2017

TO:

Honorable Mayor and City Council

VIA:

Stephanie DeWolfe, City Manager

FROM:

Gary E. Pia, City Treasurer

David Batt, Finance Director 🕏

SUBJECT:

Monthly Investment Reports for October 2017

Recommendation

It is recommended that the City Council receive and file the monthly investment reports for October 2017.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

As required by law, a monthly investment report, including water bond funds, is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest and, for securities with a maturity of more than 12 months, current market values.

The reports reflect all investments at the above-referenced date and are in conformity with the City of South Pasadena's (City) Investment Policy as stated in Resolution No. 7476. Copies of the resolution are available at the City Clerk's Office. The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

Analysis

There were no significant changes in the City's investments from the prior month.

Legal Review

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

Public Notification of Agenda Item

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

Attachment: City Investment Reports for October 2017

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Exhibit A

City of South Pasadena

INVESTMENT REPORT October 31, 2017

Investment Balances at Month End

INSTITUTION NAME	YIELD TO CALL OR MATURITY		RCENT OF TFOLIO	COST	CURRENT MARKET VALUE *		
LOCAL AGENCY INVESTMENT FUN	ID·						
LAIF City	ON DEMAND	1.143%	•	14.72%	10,212,641.38	10,212,641.38	
SUBTOTAL.				14.72% _	10,212,641.38	10,212,641.38	
MORGAN STANLEY SMITH BARNE' Government Securities Corporate Bonds	Y See Exhibit B-1 See Exhibit B-1	1.558% 2.779%		16.87% 6.86%	11,706,511.55 4,763,594.57	11,623,329.37 4,744,353.24	
SUBTOTAL				23.73%	16,470,106.12	16,367,682.)
2016 WATER REVENUE BONDS ES Wells Fargo Govt. Securities	CROW FUND ** See Exhibit B-2	1.724%		61.55%	42,717,000.00	42,831,118.02	•
SUBTOTAL				61.55%	42,717,000.00	42,831,118.02	
TOTAL INVESTMENTS				100.00%	\$69,399,747.50	\$69,411,442.01	
BANK ACCOUNTS: Bank of the West Account Balance: Morgan Stanley Uninvested Cash Bal Morgan Stanley Unsettled Transaction BNY Mellon Uninvested Cash Balance Wells Fargo Escrow Fund Uninvested	ns e				\$4,348,215.81 \$75,186.39 \$0.00 \$870,015.40 \$484.39		
Required Disclosures:	- September - Sept	······································	ngan- // sumahingan gana kanasan k	w			
Average weighted maturity of the port	folio		<u>219</u> DAYS				
Average weighted total yield to mature	ity of the portfolio		<u>1.683%</u>				
The City's investment liquidity is suffic	eient for it to meet its	expenditure req	uirements for the	next 180 da	ys.		

All investments are in conformity with the City Investment Policy.

^{*} Current market valuation is required for investments with maturities of more than twelve months.
** Information Only - Funds held in escrow are not available for City use.



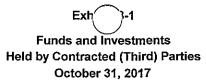
Funds and Investments Held by Contracted (Third) Parties October 31, 2017

1 Gov't Securifies U.S. Treasury Note 912828HS 4/24/2017 413,000.00 100.652 413,214.50 1,250% 1,201% 411,105.19 1,250% 4/30/2019 546 (2,02) 2 Gov't Securifies U.S. Treasury Note 912828H52 9/24/2015 35,000.00 98.861 255,013.73 1,250% 1,577% 256,785.55 1,500% 1/31/2020 822 1,75	,019.31) ,263.92) ,771.82 (147.49) (115.37) ,517.09) ,046.00 ,418.39) ,282.57) ,873.44)
2 Gov't. Securifies U.S. Treasury Note 9128281652 3/62/015 250/00.00 98.461 255.013.7 1.250% 1.577% 256.765.5 1.260% 1/31/2020 822 1.77 4 Gov't. Securifies U.S. Treasury Note 912828152 3/62/0216 90.000 99.566 34,848.24 1.250% 1.353% 34,700.75 1.260% 1/31/2020 822 1.77 5 Gov't. Securifies U.S. Treasury Note 912828152 8/24/2015 15,000.00 99.566 34,848.24 1.250% 1.353% 34,700.75 1.260% 1/31/2020 822 1.75 6 Gov't. Securifies U.S. Treasury Note 912828152 8/26/2016 90.000 99.566 14,148.87.12 1.250% 1.270% 14,871.75 1.260% 1/31/2020 822 1.75 7 Gov't. Securifies U.S. Treasury Note 912828152 8/26/2016 90.000 99.561 1.353% 1.250% 1.270% 14,871.75 1.260% 1/31/2020 822 1.75 8 Gov't. Securifies U.S. Treasury Note 912828132 8/26/2016 7.000.00 100.976 74,722.05 1.375% 1.024% 73.03.06 1.380% 1/31/2020 822 1.04 9 Gov't. Securifies U.S. Treasury Note 912828132 8/26/2016 7.000.00 100.976 74,722.05 1.375% 1.024% 73.03.06 1.380% 1/31/2020 822 1.04 9 Gov't. Securifies U.S. Treasury Note 912828183 8/26/2016 329.000.00 100.976 74,722.05 1.375% 1.024% 73.03.06 1.380% 1/31/2020 822 1.04 9 Gov't. Securifies U.S. Treasury Note 912828189 8/26/2016 150,000.00 100.976 74,722.05 1.375% 1.024% 73.03.06 1.380% 1/31/2020 822 1.04 11 Gov't. Securifies U.S. Treasury Note 912828189 8/26/2016 150,000.00 100.917 151,375.26 1.375% 1.027% 225,904.11 1.380% 1/31/2021 1.188 3.33 12 Gov't. Securifies U.S. Treasury Note 912828189 8/26/2016 150,000.00 100.917 151,375.26 1.375% 1.087% 1.08	,263.92) ,771.82 (147.49) (115.37) ,517.09) ,046.00 ,418.39) ,282.57)
2 Gov't. Securities U.S. Treasury Note 9128281652 8/72/1015 250,000.00 99.566 34,842.4 0 1.625% 1.503% 821,868.48 1.620% 4/30/2019 546 (2,24 3.60v't. Securities U.S. Treasury Note 912828152 8/24/2015 35,000.00 99.566 34,848.24 1.250% 1.353% 34,700.75 1.260% 1/31/2020 822 1.77 1.50v't. Securities U.S. Treasury Note 912828152 8/24/2015 15,000.00 99.566 34,848.24 1.250% 1.353% 34,700.75 1.260% 1/31/2020 822 (1.75 1.75 1.75 1.75 1.75 1.75 1.75 1.75	,263.92) ,771.82 (147.49) (115.37) ,517.09) ,046.00 ,418.39) ,282.57)
3 Gov't. Securities U.S. Treasury Note 912828H52 9/4/2015 35,000.00 99.566 34.848.24 12.507 1.353% 34,700.75 1.260% 1/31/2020 822 1.7. 6 Gov't. Securities U.S. Treasury Note 912828H52 10/14/2015 15,000.00 99.566 34.848.24 12.507 1.250% 1.270% 14,871.75 1.260% 1/31/2020 822 (1.2.1.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	,771.82 (147.49) (115.37) ,517.09) ,046.00 ,418.39) ,282.57)
4 Gov't. Securities U.S. Treasury Note 912828H52 9/24/2015 15,000.00 99.966 34,848.24 1.250% 1.353% 34,700.75 1.260% 1/31/2020 822 (1.5 6 Gov't. Securities U.S. Treasury Note 912828H52 6/20/2016 97,000.00 99.914 14,987.12 1.250% 0.930% 96,170.65 1.260% 1/31/2020 822 (1.5 7 Gov't. Securities U.S. Treasury Note 912828H52 6/20/2016 74,000.00 100.709 97,687.74 1.250% 0.930% 96,170.65 1.260% 1/31/2020 822 (1.5 8 Gov't. Securities U.S. Treasury Note 912828H32 9/26/2016 250,000.00 98.641 246,601.50 1.375% 1.672% 247,647.50 1.380% 1/31/2020 822 (1.5 9 Gov't. Securities U.S. Treasury Note 912828H32 9/26/2016 329,000.00 100.969 332,186.68 1.375% 1.027% 325,904.11 1.380% 1/31/2020 822 (1.4 9 Gov't. Securities U.S. Treasury Note 912828H89 9/26/2016 498,000.00 99.469 495,354.62 1.375% 1.027% 325,904.11 1.380% 1/31/2021 822 (1.4 1 Gov't. Securities U.S. Treasury Note 912828H89 9/26/2016 280,000.00 100.917 151,375.26 1.375% 1.027% 491,481.18 1.390% 1/31/2021 1,188 (3.3 1 Gov't. Securities U.S. Treasury Note 912828H89 9/28/2016 280,000.00 100.917 151,375.26 1.375% 1.097% 276,334.80 1.390% 1/31/2021 1,188 (3.3 1 Gov't. Securities U.S. Treasury Note 912828H89 9/28/2016 280,000.00 100.917 151,375.26 1.375% 1.097% 491,481.18 1.390% 1/31/2021 1,188 (3.3 1 Gov't. Securities U.S. Treasury Note 912828H89 9/28/2016 280,000.00 100.917 151,375.26 1.375% 1.097% 491,481.18 1.390% 1/31/2021 1,188 (3.3 1 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 10/20215 309,000.00 100.957 309,174.67 1.250% 1.217% 306,991.50 1.250% 8/1/2016 309,000.00 100.482 310,488.48 1.250% 0.977% 491,491.00 1.250% 8/1/2016 309,000.00 100.482 310,488.48 1.250% 0.977% 491,491.00 1.250% 8/1/2016 309,000.00 100.482 310,488.48 1.250% 0.977% 491,491.00 1.250% 8/1/2016 309,000.00 100.482 310,488.48 1.250% 0.977% 491,491.00 1.250% 8/1/2016 309,000.00 100.482 310,488.48 1.250% 0.978% 491,491.00 1.250% 8/1/2016 309,000.00 100.482 310,488.48 1.250% 0.978% 491,491.00 1.250% 8/1/2016 309,000.00 100.482 310,488.48 1.250% 0.978% 1.250% 8/1/2016 309,000.00 100.482 310,488.48	(115.37) ,517.09) ,046.00 ,418.39) ,282.57)
Fov. Securities U.S. Treasury Note 912828H52 01/14/2015 15,000.00 99.914 14,987.12 1,250% 1,270% 1	(115.37) ,517.09) ,046.00 ,418.39) ,282.57)
6 Gov't. Securities U.S. Treasury Note 912828H52 6/20/2016 74,000.00 100.769 97,687.74 1,250% 0,930% 96,170.65 1,260% 1/31/20/20 822 (1,5 8 Gov't. Securities U.S. Treasury Note 912828L32 1/24/2015 250,000.00 98.641 246,601.50 1,375% 1,672% 247,647.50 1,380% 1/31/20/20 822 (1,5 9 Gov't. Securities U.S. Treasury Note 912828L32 9/28/2016 329,000.00 100.969 32,186.68 1,375% 1,027% 325,004.11 1,380% 1/31/20/20 822 (1,5 9 Gov't. Securities U.S. Treasury Note 912828L32 9/28/2016 329,000.00 100.969 32,186.68 1,375% 1,027% 325,004.11 1,380% 1/31/20/20 822 (6,2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	,046.00 ,418.39) ,282.57)
7 Gov't. Securities U.S. Treasury Note 912828L32 1/12/42015 250,000.00 98,641 246,601.50 1,375% 1.672% 247,647.50 1,380% 1/31/42020 822 (1,4 9 Gov't. Securities U.S. Treasury Note 912828L32 6/20/2016 329,000.00 100.969 332,186.68 1.375% 1.027% 325,904.11 1,380% 1/31/2020 822 (6,2 1 0 Gov't. Securities U.S. Treasury Note 912828N99 3/15/2016 488,000.00 99,469 495,354.62 1,375% 1.488% 491,481.18 1.390% 1/31/2021 1,188 (3,8 1 Gov't. Securities U.S. Treasury Note 912828N99 9/28/2016 250,000.00 100.917 151,375.26 1,375% 1.488% 491,481.18 1.390% 1/31/2021 1,188 (3,8 1 Gov't. Securities U.S. Treasury Note 912828N99 9/28/2016 250,000.00 100.917 151,375.26 1,375% 1.079% 276,334.00 1.390% 1/31/2021 1,188 (3,8 1 Gov't. Securities U.S. Treasury Note 912828N99 9/28/2016 250,000.00 100.941 282,633.87 1.375% 1.079% 276,334.00 1.390% 1/31/2021 1,188 (3,8 1 Gov't. Securities U.S. Treasury Note 912828N09 9/28/2016 240,000.00 99,816 412,241.73 1.755% 1.079% 276,334.00 1.390% 1/31/2021 1,188 (3,8 1 Gov't. Securities U.S. Treasury Note 912828N09 9/16/2017 494,000.00 99,816 412,241.73 1.755% 1.079% 276,334.00 1.390% 1/31/2021 1,188 (3,2 1 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 10/20/2015 309,000.00 100.057 309,174.87 1.250% 1.719% 490,009,91.00 1.250% 8/1/2019 639 (2,1 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 4/12/2016 309,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (2,1 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 345,000.00 100.473 346,633.30 1.250% 0.966% 342,757.50 1.250% 8/1/2019 639 (3,8 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 345,000.00 100.550 482,638.03 1.250% 0.966% 342,757.50 1.250% 8/1/2019 639 (3,8 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 500,000.00 100.550 482,638.03 1.250% 0.966% 342,757.50 1.250% 8/1/2019 639 (3,8 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 7/7/2017 350,000.00 100.550 482,638.03 1.250% 0.966% 342,757.50 1.250% 8/1/2019 639 (3,8 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137	,046.00 ,418.39) ,282.57)
8 Gov't, Securities U.S. Treasury Note 912828L32 6/20/2016 74,000.00 100.976 74,722.05 1.375% 1.024% 73,303.66 1.380% 1/31/2020 822 (6.21 0 Gov't, Securities U.S. Treasury Note 912828L32 9/28/2016 329,000.00 10.994 495,354.62 1.375% 1.027% 325,904.11 1.380% 1/31/2021 1.188 (3.36 1 Gov't, Securities U.S. Treasury Note 912828N89 3/15/2016 498,000.00 99.469 495,554.62 1.375% 1.087% 491,481.18 1.380% 1/31/2021 1.188 (3.36 1 Gov't, Securities U.S. Treasury Note 912828N89 6/20/2016 180,000.00 100.917 151,375.26 1.375% 1.087% 148,036.50 1.390% 1/31/2021 1.188 (3.36 1 Gov't, Securities U.S. Treasury Note 912828N89 9/28/2016 280,000.00 100.917 151,375.26 1.375% 1.087% 148,036.50 1.390% 1/31/2021 1.188 (6.28 1 Gov't, Securities U.S. Treasury Note 912828W29 9/15/2017 494,000.00 99.813 493,421.03 1.750% 1.776% 489,311.94 1.760% 4/30/2022 1.642 (4.10 1.36 Gov't, Securities Ed. Home Loan Mig. Corp. 3137EADK2 10/20/2015 309,000.00 100.057 309,174.87 1.250% 1.217% 306,991.50 1.250% 8/1/2019 639 (2.18 Gov't, Securities Fed. Home Loan Mig. Corp. 3137EADK2 4/12/2016 309,000.00 100.482 310,488.48 1.250% 0.971% 306,991.50 1.250% 8/1/2019 639 (3.48 Gov't, Securities Fed. Home Loan Mig. Corp. 3137EADK2 9/1/2016 345,000.00 100.482 310,488.48 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3.48 Gov't, Securities Fed. Home Loan Mig. Corp. 3137EADK2 9/1/2016 345,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3.48 Gov't, Securities Fed. Home Loan Mig. Corp. 3137EADK2 9/1/2016 304,000.00 100.482 310,488.48 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3.48 Gov't, Securities Fed. Home Loan Mig. Corp. 3137EADK2 9/1/2016 345,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3.48 Gov't, Securities Fed. Home Loan Mig. Corp. 3137EADK2 9/1/2016 304,000.00 100.550 342,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3.48 Gov't, Securities Fed. Home Loan Mig. Corp. 3137EADK2 9/1/2016 304,000.00 100.550 342,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3.48 Gov't, Securities Fed. Home Loan Mig.	,282.57)
9 Gov't. Securities U.S. Treasury Note 912828N89 3/15/2016 498,000.00 99.469 495,354.62 1.375% 1.087% 491,481.18 1.390% 1/31/2021 1.188 (3.6) 11 Gov't. Securities U.S. Treasury Note 912828N89 3/15/2016 280,000.00 100.917 151,375.26 1.375% 1.087% 1.488% 491,481.18 1.390% 1/31/2021 1.188 (3.6) 12 Gov't. Securities U.S. Treasury Note 912828N89 9/28/2016 280,000.00 100.917 151,375.26 1.375% 1.079% 276,334.80 1.390% 1/31/2021 1.188 (3.6) 13 Gov't. Securities U.S. Treasury Note 912828W29 9/15/2017 494,000.00 99.813 493,421.03 1.750% 1.776% 489,311.94 1.760% 4/30/2022 1.642 (4.10 1.20 1.20 1.20 1.20 1.20 1.20 1.20 1	,282.57)
10 Gov1. Securities U.S. Treasury Note 912828N89 3/15/2016 150,000.0 99,469 495,354.62 1.375% 1.488% 491,481.18 1.390% 1/31/2021 1,188 (3.87 12 Gov1. Securities U.S. Treasury Note 912828N89 9/28/2016 280,000.00 100.941 282,633.87 1.375% 1.087% 276,334.80 1.390% 1/31/2021 1,188 (3.87 13 Gov1. Securities U.S. Treasury Note 912828N89 9/28/2016 280,000.00 100.941 282,633.87 1.375% 1.087% 489,311.94 1.760% 4/30/2022 1,642 (4.10 13 Gov1. Securities U.S. Treasury Note 912828VZ9 9/15/2017 494,000.00 99.883 493,421.03 1.750% 1.776% 489,311.94 1.760% 4/30/2022 1,642 (4.10 14 Gov1. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 10/20/2015 309,000.00 100.057 309,714.87 1.250% 1.217% 306,991.50 1.250% 8/1/2019 639 (2.10 14 Gov1. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 4/12/2016 309,000.00 100.076 20,155.21 1.250% 0.971% 306,991.50 1.250% 8/1/2019 639 (2.1 17 Gov1. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 7/7/2016 20,000.00 100.776 20,155.21 1.250% 0.802% 19,870.00 1.250% 8/1/2019 639 (2.1 17 Gov1. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 7/7/2016 345,000.00 100.473 346,633.30 1.250% 0.960% 476,472.00 1.250% 8/1/2019 639 (2.1 17 Gov1. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 345,000.00 100.473 346,633.30 1.250% 0.960% 476,472.00 1.250% 8/1/2019 639 (2.1 17 Gov1. Securities Fed. Home Loan Mtg. Corp. 3137EADB2 7/7/2017 360,000.00 100.855 504,022.70 1.375% 1.048% 396,130.00 1.380% 5/1/2020 913 (7.85 2.2 Gov1. Securities Fed. Home Loan Mtg. Corp. 3137EADB2 7/7/2017 360,000.00 101.745 366,280.71 2.755% 1.250% 30,671.58 2.340% 1/13/2022 1.535 (3.0 0.2 0.2 0.2 0.2 0.2 0.2 0.2 0.2 0.2 0	873 44)
12 Gov't. Securities U.S. Treasury Note 912828N89 9/28/2016 280,000.00 100.941 282,633.87 1.375% 1.079% 276,334.80 1.390% 1/31/2021 1,188 (6,25) 1/3 Gov't. Securities U.S. Treasury Note 912828NZ9 9/15/2017 494,000.00 99.883 493,421.03 1.750% 1.776% 489,311.94 1.760% 4/30/2022 1,642 (4,16) 1/3 Gov't. Securities U.S. Treasury Note 912828NZ9 9/15/2017 494,000.00 99.883 493,421.03 1.750% 1.776% 489,311.94 1.760% 4/30/2022 1,642 (4,16) 1/3 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 10/20/2015 309,000.00 100.057 309,174.87 1.250% 1.250% 306,991.50 1.250% 8/1/2019 639 (2,18) 1/3 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 4/12/2016 309,000.00 100.482 310,488.48 1.250% 0.971% 306,991.50 1.250% 8/1/2019 639 (3,48) 1/3 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 7/7/2016 20,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3,48) 1/3 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 348,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3,48) 1/3 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADM8 9/28/2016 480,000.00 100.550 482,638.03 1.250% 0.976% 342,757.50 1.250% 8/1/2019 701 (6,16) 1/3 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADM8 8/2016 500,000.00 101.745 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (1,11) 2/3 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADB2 7/7/2017 326,000.00 101.745 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (3,08) 1/3 Gov't. Securities Fed. Home Loan Bank 3130A8QS5 8/1/22016 665,000.00 99.305 660,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (3,08) 1/3 Gov't. Securities Fed. National Mtg. Assn. 3135GOVYM9 1/2/30/2014 2755,000.00 100.370 276,016.88 1.875% 1.875% 1.946% 34,116.96 1.860% 9/18/2018 322 (3) Gov't. Securities Fed. National Mtg. Assn. 3135GOVYM9 1/1/2016 34,000.00 100.560 1	,
12 Gov't. Securities U.S. Treasury Note 912828N89 9/28/2016 280,000.00 100.941 282,633.87 1.375% 1.079% 276,334.80 1.390% 1/31/2021 1,188 (6,25) 1.3 Gov't Securities U.S. Treasury Note 912828W29 9/15/2017 494,000.00 99.883 493,421.03 1.750% 1.776% 489,311.94 1.760% 4/30/2022 1,642 (4,16) 1.3 Gov't. Securities U.S. Treasury Note 912828W29 9/15/2017 494,000.00 99.883 493,421.03 1.750% 1.776% 489,311.94 1.760% 4/30/2022 1,642 (4,16) 1.3 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 10/20/2015 309,000.00 100.057 309,174.87 1.250% 1.217% 306,991.50 1.250% 8/1/2019 639 (2,16) 1.2 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 4/12/2016 309,000.00 100.422 310,488.48 1.250% 0.971% 306,991.50 1.250% 8/1/2019 639 (3,48) 1.7 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 7/7/2016 20,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3,48) 1.7 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 348,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3,48) 1.7 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADM3 9/28/2016 480,000.00 100.550 482,638.03 1.250% 0.976% 342,757.50 1.250% 8/1/2019 701 (6,16) 1.2 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADM3 9/28/2016 500,000.00 101.745 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (1.1 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADM2 7/7/2017 326,000.00 101.745 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (1.1 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADM2 8/12016 665,000.00 101.745 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (3.0 Gov't. Securities Fed. Home Loan Bank 3130A8QS5 8/12/2016 665,000.00 99.305 660,378.25 1.125% 1.71% 647,753.15 1.150% 7/14/2021 1.352 (1.5 Gov't. Securities Fed. National Mtg. Assn. 3135GOYYM9 12/30/2014 2755,000.00 100.370 276,016.88 1.875% 1.086% 34,116.96 1.860% 9/18/2018 322 (3.6 Gov't. Securities Fed. National Mtg. Assn. 3135GOYYM9 1/14/2015 30,000.00 100.556 30,066 1.825% 1.537% 231,240.24 1.620% 11/27/2018 392 (,338.76)
13 Gov't. Securities U.S. Treasury Note 912828P4 10/4/2017 413,000.00 99.816 412,241.73 1.875% 1.915% 410,612.86 1.880% 7/31/2022 1,734 (1,6/2 and fig. Corp. 13137EADK2 10/20/2015 309,000.00 100.057 309,174.87 1.250% 1.217% 306,991.50 1.250% 84/1/2019 639 (2,18 and fig. Corp. 13137EADK2 7/7/2016 20,000.00 100.776 20,155.21 1.250% 0.976% 342,757.50 1.250% 84/1/2019 639 (2,18 and fig. Corp. 13137EADK2 7/7/2016 20,000.00 100.776 20,155.21 1.250% 0.976% 342,757.50 1.250% 84/1/2019 639 (2,18 and fig. Corp. 13137EADK2 7/7/2016 20,000.00 100.776 20,155.21 1.250% 0.976% 342,757.50 1.250% 84/1/2019 639 (2,18 and fig. Corp. 13137EADK2 9/1/2016 345,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 84/1/2019 639 (2,18 and fig. Corp. 13137EADK2 9/1/2016 345,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 84/1/2019 639 (3,8 and fig. Corp. 13137EADM8 9/28/2016 480,000.00 100.550 482,633.30 1.250% 0.976% 342,757.50 1.250% 84/1/2019 639 (3,8 and fig. Corp. 13137EADK2 9/1/2016 500,000.00 100.805 504,022.70 1.375% 1.048% 496,130.00 1.380% 54/1/2020 913 (7,8 and fig. Corp. 13137EADK2 9/1/2017 360,000.00 100.805 504,022.70 1.375% 1.048% 496,130.00 1.380% 54/1/2020 913 (7,8 and fig. Corp. 13137EADK2 9/1/2017 360,000.00 101.745 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (3,0 and fig. Corp. 13137EADK2 9/1/2017 326,000.00 102.372 333,732.48 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (3,0 and fig. Corp. 13137EADK2 9/1/2016 326,000.00 99.305 660,388.25 1.125% 1.271% 647,788.15 1.150% 7/14/2011 3.52 (3,0 and fig. Corp. 13137EADK2 9/1/2016 326,000.00 100.370 276,016.98 1.875% 1.875% 1.271% 647,788.15 1.150% 7/14/2011 3.52 (3,0 and fig. Corp. 13137EADK2 9/1/2016 320,000.00 100.370 276,016.98 1.875% 1.271% 647,788.15 1.150% 7/14/2011 3.22 (3,0 and fig. Corp. 13137EADK2 9/1/2016 340,000.00 100.370 276,016.98 1.875% 1.271% 647,788.15 1.150% 7/14/2011 3.22 (3,0 and fig. Corp. 13137EADK2 9/1/2016 320,000.00 100.370 276,016.98 1.875% 1.271% 647,788.15 1.150% 7/14/2016 3.22 (3,0 and fig. Corp. 13137EADK2 9/1/	,299.07)
13 Gov't. Securities U.S. Treasury Note 9128282P4 10/4/2017 413,000.00 99.816 412,241.73 1.875% 1.915% 410,612.86 1.880% 7/31/2022 1,734 (1,67) 14 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 4/12/2016 309,000.00 100.482 310,488.48 1.250% 0.971% 306,991.50 1.250% 8/1/2019 639 (2,18) 17 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 7/7/2016 20,000.00 100.776 20,155.21 1.250% 0.802% 19,870.00 1.250% 8/1/2019 639 (2,18) 17 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 345,000.00 100.482 310,488.48 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (2,18) 17 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 345,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (2,18) 19 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 500,000.00 100.550 482,633.03 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3,8) 19 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADR3 9/28/2016 500,000.00 100.805 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,8) 19 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADB2 7/7/2017 360,000.00 101.445 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (3,0) 19 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADB2 8/1/2017 326,000.00 102.372 333,732.48 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (3,0) 19 Gov't. Securities Fed. National Mtg. Assn. 3135GOYM9 12/30/2014 275,000.00 100.370 276,016.98 1.875% 1.449% 275,946.00 1.860% 9/18/2018 322 (3) 12 Gov't. Securities Fed. National Mtg. Assn. 3135GOYM9 7/7/2016 160,000.00 100.810 14,113.43 1.875% 0.946% 160,550.40 1.860% 9/18/2018 322 (1.17/2018 30 Gov't. Securities Fed. National Mtg. Assn. 3135GOYM9 7/7/2016 160,000.00 100.680 130,085.76 1.625% 1.000% 130,013.52 1.620% 11/27/2018 30 Gov't. Securities Fed. National Mtg. Assn. 3135GOYM9 7/7/2016 160,000.00 100.680 130,085.76 1.625% 1.000% 130,013.52 1.620% 11/27/2018 30 Gov't. Securities Fed. National Mtg. Assn. 3135GOYM9 7/7/2016 160,000.00 100.680 130,085.76 1.625% 1.000% 130,013.52 1.620% 11/27/2018 30 Go	,109.09)
→75 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 4/12/2016 309,000.00 100.482 310,488.48 1.250% 0.971% 306,991.50 1.250% 8/1/2019 639 (3,48) C776 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 7/7/2016 20,000.00 100.776 20,155.21 1.250% 0.971% 306,991.50 1.250% 8/1/2019 639 (3,48) C78 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 345,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3,48) 19 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADR7 8/8/2016 500,000.00 100.805 504,022.70 1.375% 1.048% 496,130.00 1.250% 6/1/200 7/1/200 7/1/2017 360,000.00 101.745 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1,355 (1,12 2 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADR2 8/1/2017 326,000	,628.87)
## Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 7/7/2016 20,000.00 100.776 20,155.21 1.250% 0.802% 19,870.00 1.250% 8/1/2019 639 (28,117 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 345,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3,87 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 500,000.00 100.550 482,638.03 1.250% 0.960% 476,472.00 1.250% 10/2/2019 701 (6,16 Gov't. Securities Fed. Home Loan Mtg. Corp. № 3137EADK2 8/8/2016 500,000.00 100.805 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,87 Gov't. Securities Fed. Home Loan Mtg. Corp. № 3137EADK2 8/8/2016 500,000.00 101.745 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1,535 (1,12 Gov't. Securities Fed. Home Loan Mtg. Corp. № 3137EADK2 8/4/2017 326,000.00 102.372 333,732.48 2.375% 1.786% 330,671.58 2.340% 1/13/2022 1,535 (3,06 Gov't. Securities Fed. Home Loan Bank 3130A8QS5 8/12/2016 665,000.00 99.305 660,378.25 1.125% 1.271% 647,783.15 1.150% 7/14/2021 1,355 (3,06 Gov't. Securities Fed. National Mtg. Assn. 3135GOYM9 1/10/2015 219,000.00 100.514 220,125.23 1.875% 1.875% 1.875% 275,946.00 1.860% 9/18/2018 322 (37 Gov't. Securities Fed. National Mtg. Assn. 3135GOYM9 9/24/2015 34,000.00 100.730 34,248.06 1.875% 1.975% 34,116.96 1.860% 9/18/2018 322 (37 Gov't. Securities Fed. National Mtg. Assn. 3135GOYM9 1/1/2015 14,000.00 100.810 14,113.43 1.875% 0.946% 14,048.16 1.860% 9/18/2018 322 (37 Gov't. Securities Fed. National Mtg. Assn. 3135GOYM9 7/7/2016 160,000.00 100.0	,183.37)
117 Gov't. Securities Fed. Home Loan Mtg. Corp. 3137EADK2 9/1/2016 345,000.00 100.473 346,633.30 1.250% 0.976% 342,757.50 1.250% 8/1/2019 639 (3,87,487.50) 346,633.30 1.250% 0.960% 476,472.00 1.250% 10/2/2019 701 (6,167.50) 480,000.00 100.550 482,638.03 1.250% 0.960% 476,472.00 1.250% 10/2/2019 701 (6,167.50) 480,000.00 100.805 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.380% 5/1/2020 913 (7,887.50) 504,022.70 1.375% 1.048% 496,130.00 1.048% 496,130	,496.98)
## Gov't. Securities Fed. Home Loan Mig. Corp. 3137EADM8 9/28/2016 480,000.00 100.550 482,638.03 1.250% 0.960% 476,472.00 1.250% 10/2/2019 701 (6,16) 19 Gov't. Securities Fed. Home Loan Mig. Corp. 3137EADR7 8/8/2016 500,000.00 100.805 504,022.70 1.375% 1.048% 496,130.00 1.380% 51/2020 913 (7,81) 2.250% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (1,12) 2.250% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (3,06) 2.250% 1.940% 365,158.80 2.340% 1/13/2022 1.535 (3,06) 2.250% 1.940% 3.06,7158.80 2.340% 1/13/2022 1.535 (3,06) 2.250% 1.940% 3.06,7158.80 2.340% 1/13/2022 1.535 (3,06) 2.250% 1.940% 3.06,7158.80 2.340% 1/13/2022 1.535 (3,06) 2.250% 1.940% 3.06,7158.80 2.340% 1/13/2022 1.535 (3,06) 2.250% 1.940% 3.06,7158.80 2.340% 1/13/2022 1.535 (3,06) 2.250% 1.940% 3.06,7158.80 2.340% 1/13/2022 1.535 (3,06) 2.250% 1.940% 3.06,7158.80 3.06,7158 2.340% 1/13/2022 1.535 (3,06) 3.250% 1.940% 3.250% 1.940% 3.260% 1.940% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940% 3.260% 1.940	(285.21)
19 Gov't. Securities Fed. Home Loan Mig. Corp. 3137EADR7 8/8/2016 500,000.00 100.805 504,022.70 1.375% 1.048% 499,130.00 1.380% 5/1/2020 913 (7,800) 20 Gov't. Securities Fed. Home Loan Mig. Corp. 3137EADB2 7/7/2017 360,000.00 101.745 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1,535 (1,122) 21 Gov't. Securities Fed. Home Loan Mig. Corp. 3137EADB2 8/4/2017 326,000.00 102.372 333,732.48 2.375% 1.786% 330,671.58 2.340% 1/13/2022 1,535 (3,00) 22 Gov't. Securities Fed. Home Loan Bank 3130A8QS5 8/12/2016 665,000.00 99.305 660,378.25 1.125% 1.271% 647,783.15 1.150% 7/14/2021 1,352 (12,50) 23 Gov't. Securities Fed. National Mig. Assn. 3135G0YM9 12/30/2014 275,000.00 100.370 276,016.98 1.875% 1.875% 1.875% 219,753.36 1.860% 9/18/2018 322 (3,00) 24 Gov't. Securities Fed. National Mig. Assn. 3135G0YM9 9/14/2015 34,000.00 100.730 34,248.06 1.875% 1.038% 34,116.96 1.860% 9/18/2018 322 (3,00) 25 Gov't. Securities Fed. National Mig. Assn. 3135G0YM9 10/14/2015 14,000.00 100.810 14,113.43 1.875% 0.684% 160,550.40 1.860% 9/18/2018 322 (1,00) 26 Gov't. Securities Fed. National Mig. Assn. 3135G0YM9 7/7/2016 160,000.00 100.810 14,113.43 1.875% 0.684% 160,550.40 1.860% 9/18/2018 322 (1,00) 26 Gov't. Securities Fed. National Mig. Assn. 3135G0YM9 7/7/2016 160,000.00 100.810 14,113.43 1.875% 0.684% 160,550.40 1.860% 9/18/2018 322 (1,00) 27 Gov't. Securities Fed. National Mig. Assn. 3135G0YM9 7/7/2016 160,000.00 100.093 231,214.82 1.625% 1.537% 231,240.24 1.620% 11/27/2018 392 (1,00) 28 Gov't. Securities Fed. National Mig. Assn. 3135G0YT4 12/26/2014 231,000.00 100.556 30,166.86 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1,00)	,875.80)
20 Gov't. Securities Fed. Home Loan Mtg. Corp. N 3137EADB2 7/7/2017 360,000.00 101.745 366,280.71 2.375% 1.940% 365,158.80 2.340% 1/13/2022 1,535 (1,12 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 365,158.80 2.340% 1/13/2022 1,535 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.860% 9/18/2018 322 (3,00 1) 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.940% 30,00 1.	,166.03)
21 Gov't. Securities Fed. Home Loan Mtg. Corp. N 3137EADB2 8/4/2017 326,000.00 102.372 333,732.48 2.375% 1.786% 330,671.58 2.340% 1/13/2022 1,535 (3,000) 2 Gov't. Securities Fed. Home Loan Bank 3130A8QS5 8/12/2016 665,000.00 99.305 660,378.25 1.125% 1.271% 647,783.15 1.150% 7/14/2021 1,352 (12,500) 2 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 12/30/2014 275,000.00 100.370 276,016.98 1.875% 1.449% 275,946.00 1.860% 9/18/2018 322 (37,000) 2 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 10/14/2015 14,000.00 100.730 34,248.06 1.875% 1.038% 34,116.96 1.860% 9/18/2018 322 (37,000) 2 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 10/14/2015 14,000.00 100.810 14,113.43 1.875% 0.946% 14,048.16 1.860% 9/18/2018 322 (47,000) 100.000 100	,892.70)
22 Gov't. Securities Fed. Home Loan Bank 3130A8QS5 8/12/2016 665,000.00 99.305 660,378.25 1.125% 1.271% 647,783.15 1.150% 7/14/2021 1,352 (12,55)	,121.91)
23 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 12/30/2014 275,000.00 100.370 276,016.98 1.875% 1.449% 275,946.00 1.860% 9/18/2018 322 (32 24 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 2/10/2015 219,000.00 100.514 220,125.23 1.875% 1.875% 219,753.36 1.860% 9/18/2018 322 (32 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 9/24/2015 34,000.00 100.730 34,248.06 1.875% 1.038% 34,116.96 1.860% 9/18/2018 322 (12 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 10/14/2015 14,000.00 100.810 14,113.43 1.875% 0.946% 14,048.16 1.860% 9/18/2018 322 (12 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 7/7/2016 160,000.00 101.040 161,664.64 1.875% 0.684% 160,550.40 1.860% 9/18/2018 322 (1.71 28 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 12/26/2014 231,000.00 100.556 30,166.86 1.625% 1.537% 231,240.24 1.620% 11/27/2018 392 (1.72 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.556 30,166.86 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.72 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.72 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.72 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.72 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.72 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.72 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.72 25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392	,060.90)
24 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 2/10/2015 219,000.00 100.514 220,125.23 1.875% 1.875% 219,753.36 1.860% 9/18/2018 322 (37.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 9/24/2015 34,000.00 100.730 34,248.06 1.875% 1.038% 34,116.96 1.860% 9/18/2018 322 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 10/14/2015 14,000.00 100.810 14,113.43 1.875% 0.946% 14,048.16 1.860% 9/18/2018 322 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 7/7/2016 160,000.00 101.040 161,664.64 1.875% 0.684% 160,550.40 1.860% 9/18/2018 322 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 12/26/2014 231,000.00 100.093 231,214.82 1.625% 1.537% 231,240.24 1.620% 11/27/2018 392 29 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 9/24/2015 30,000.00 100.556 30,166.86 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (17.25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (17.25 Gov't. Securities	,595.10)
25 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 9/24/2015 34,000.00 100.730 34,248.06 1.875% 1.038% 34,116.96 1.860% 9/18/2018 322 (1.26 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 10/14/2015 14,000.00 100.810 14,113.43 1.875% 0.946% 14,048.16 1.860% 9/18/2018 322 (1.27 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 7/7/2016 160,000.00 101.040 161,664.64 1.875% 0.684% 160,550.40 1.860% 9/18/2018 322 (1.17 28 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 12/26/2014 231,000.00 100.093 231,214.82 1.625% 1.537% 231,240.24 1.620% 11/27/2018 392 29 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 9/24/2015 30,000.00 100.556 30,166.86 1.625% 1.003% 30,031.20 1.620% 11/27/2018 392 (1.27 2018) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.27 2018) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.27 2018) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.27 2018) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.27 2018) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.27 2018) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.27 2018) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.27 2018) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.27 2018) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76	(70.98)
26 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 10/14/2015 14,000.00 100.810 14,113.43 1.875% 0.946% 14,048.16 1.860% 9/18/2018 322 (0.27 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 7/7/2016 160,000.00 101.040 161,664.64 1.875% 0.684% 160,550.40 1.860% 9/18/2018 322 (1,17 28 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 12/26/2014 231,000.00 100.093 231,214.82 1.625% 1.537% 231,240.24 1.620% 11/27/2018 392 29 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 9/24/2015 30,000.00 100.556 30,166.86 1.625% 1.100% 30,031.20 1.620% 11/27/2018 392 (1.37 20) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.37 20) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.37 20) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.37 20) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.37 20) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.37 20) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.37 20) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.37 20) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.37 20) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (1.37 20) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1	(371.87)
27 Gov't. Securities Fed. National Mtg. Assn. 3135G0YM9 7/7/2016 160,000.00 101.040 161,664.64 1.875% 0.684% 160,550.40 1.860% 9/18/2018 322 (1,1°28 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 12/26/2014 231,000.00 100.093 231,214.82 1.625% 1.537% 231,240.24 1.620% 11/27/2018 392 29 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 9/24/2015 30,000.00 100.556 30,166.86 1.625% 1.000% 30,031.20 1.620% 11/27/2018 392 (13.000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13.000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13.000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13.000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13.000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13.000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13.000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13.000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13.000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13.000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 13,000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000 Gov't. Secu	(131.10)
28 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 12/26/2014 231,000.00 100.093 231,214.82 1.625% 1.537% 231,240.24 1.620% 11/27/2018 392 29 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 9/24/2015 30,000.00 100.556 30,166.86 1.625% 1.100% 30,031.20 1.620% 11/27/2018 392 (13) 30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13)	(65.27)
29 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 9/24/2015 30,000.00 100.556 30,166.86 1.625% 1.100% 30,031.20 1.620% 11/27/2018 392 (13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392	,114.24)
30 Gov't. Securities Fed. National Mtg. Assn. 3135G0YT4 10/14/2015 13,000.00 100.660 13,085.76 1.625% 1.003% 13,013.52 1.620% 11/27/2018 392 (7	25.42
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· · · · · · · · · · · · · · · · · · ·	(74.70)
40 Gov't. Securities Fed. National Mtg. Assn. 3135G0Q89 3/2/2017 502,000.00 97.276 488,325.52 1.375% 1.998% 492,005.18 1.400% 10/7/2021 1,437 3,67	,679.66
Subtotal Gov't. Securities 11,689,000.00 11,706,511.55 1.556% 1.406% 11,623,329.37 1.558% 933 (83,18)	,182.18)

Exhibit B-1

Funds and Investments Held by Contracted (Third) Parties October 31, 2017

Investment	Issuer	CUSIP	Settlement	Par Value	Adjusted	Adjusted	Coupon	YTM at	Market Value	Current	Maturity	Days to	Unrealized
Туре			Date		Premium	Cost		Purchase		YTM	Date	Maturity	Gain/Loss
•	Travelers Companies, Inc.	89417EAC3		78,000.00	100.539	78,420.07			78,385.32		12/15/2017	45	(34.75)
42 Corporate Bond	Boeing Capital Corp. (Callable			59,000.00	101.292	59,762.11	2.900%		59,526.87	2.870%	8/15/2018	288	(235.24)
43 Corporate Bond	Boeing Capital Corp. (Callable		6/15/2016	20,000.00	101. 44 0	20,288.04			20,178.60	2.870%	8/15/2018 ⁻	288	(109.44)
44 Corporate Bond	Metlife, Inc.	59156RAR9	6/17/2016	138,000.00	104.237	143,847.48			143,464.80	6.550%	8/15/2018	288	(382.68)
45 Corporate Bond	Metlife, Inc.	59156RAR9	9/15/2017	19,000.00	104.065	19,772.31	6.817%	1.589%	19,752.40	6.550%	8/15/2018	288	(19.91)
46 Corporate Bond	Johnson & Johnso	478160BG8	6/9/2017	82,000.00	100.323	82,264.58			82,082.82	1.640%	12/5/2018	400	(181.76)
47 Corporate Bond	Pepsico Inc.	713448DA3	10/19/2017	163,000.00	100.771	164,256.04	2.250%	1.588%	164,048.09	2.230%	1/7/2019	433	(207.95)
48 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	9/14/2015	112,000.00	100.137	112,153.70	2.100%	1.984%	112,416.64	2.090%	1/15/2019	441	262.94
49 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	9/29/2015	6,000.00	100.414	6,024.81	2.100%	1.751%	6,022.32	2.090%	1/15/2019	441	(2.49)
50 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	10/16/2015	3,000.00	100.471	3,014.14	2.100%	1.702%	3,011.16	2.090%	1/15/2019	441	(2.98)
•	Bank of New York Mellon (Ca			39,000.00	101.062	39,414.10	2.100%	1.208%	39,145.08	2.090%	1/15/2019	441	(269.02)
52 Corporate Bond	Kimberly-Clark Corp.	494368BT9	10/31/2016	82,000.00	100.313	82,256.62	1.400%	1.154%	81,700.70	1.400%	2/15/2019	472	(555.92)
•	United Parcel Service	911312AK2	10/31/2016	75,000.00	105.348	79,011.19	5.125%	1.294%	78,471.00	4.890%	4/1/2019	517	(540.19)
54 Corporate Bond	John Deere Capital Corp.	24422ERR2	10/22/2015	61,000.00	100.797	61,486.33	2.250%	1.694%	61,391.01	2.230%	4/17/2019	533	(95.32)
•	US Bancorp (Callable)	91159HHB9	6/13/2016	61,000.00	101.283	61,782.93			61,344.65	2.180%	4/25/2019	541	(438.28)
•	US Bancorp (Callable)	91159HHB9	6/15/2016	20,000.00	101.262	20,252.41	2.200%	1.336%	20,113.00	2.180%	4/25/2019	541	(139.41)
-97 Corporate Bond		14912L6B2	7/1/2016	78,000.00	101,469	79,145,71			78,386.10	2.080%	6/9/2019	586	(759.61)
C5B Corporate Bond	-	437076BE1	4/27/2015	32,000.00	100.797	32,254.89	2.000%	1.500%	32,146.88	1.990%	6/15/2019	592	(108.01)
•	Home Depot Inc. (Callable)	437076BE1	9/29/2015	8,000.00	100.482	8.038.57			8,036.72	1.990%	6/15/2019	592	` (1.85)
▶60 Corporate Bond	Home Depot Inc. (Callable)	437076BE1		2,000.00	100.803	2,016.05	2.000%	1.496%	2,009.18	1.990%	6/15/2019	592	(6.87)
61 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	6/14/2016	38,000.00	101.332	38,506.27			38,174.42	1.990%	6/15/2019	592	(331.85)
•	Paccar Financial Corp.	69371RN36	11/17/2016	83,000.00	98.949	82,127.67	1.200%	1.594%	82,094.47	1.210%	8/12/2019	650	(33.20)
•	Berkshire Hathaway Inc.	084670BL1	8/28/2015	111,000.00	100.517	111,573,52			111,715.95	2.080%	8/14/2019	652	142.43
•	Berkshire Hathaway Inc.	084670BL1	9/29/2015	7.000.00	100.776	7,054.35	2.100%	1.656%	7,045.15	2.080%	8/14/2019	652	(9.20)
•	Berkshire Hathaway Inc.	084670BL1	9/15/2017	45,000.00	100.885	45,398.25			45,290.25	2.080%	8/14/2019	652	(108.00)
•	Honeywell Internatoinal	438516BJ4	1/31/2017	82,000.00	99.468	81,563.76			81,538.34	1.400%	10/30/2019	729	(25.42)
•	Proctor & Gamble Co.	742718EG0	1/27/2015	105,000.00	100.627	105,658.37			105,373.80	1.890%	11/1/2019	731	(284.57)
•	Proctor & Gamble Co.	742718EG0	9/29/2015	13,000.00	100.551	13,071.57			13,046.28	1.890%	11/1/2019	731	(25.29)
•	Proctor & Gamble Co.	742718EG0		3,000.00	100.836	3,025.09			3,010.68	1.890%	11/1/2019	731	(14.41)
•	Proctor & Gamble Co.	742718EG0	6/16/2016	40,000.00	101.598	40,639.00			40,142.40	1.890%	11/1/2019	731	(496.60)
•	Costco Wholesale Group	22160KAF2	8/8/2016	81,000.00	101.252	82,014.30			80,923.86		12/15/2019	775	(1,090.44)
•	BB&T Corp. (Callable)	05531FAS2		81,000.00	101.169	81,947.10			81,783.27	2.420%	1/15/2020	806	(163.83)
•	PNC Funding Corp.	693476BJ1	9/10/2015	101,000.00	106.201	107,262.72		2.300%	107,842.75	4.790%	2/8/2020	830	`580.03 [°]
74 Corporate Bond	• .	693476BJ1	9/29/2015	6,000.00	106.342	6,380.51			6,406.50	4.790%	2/8/2020	830	25.99
•	PNC Funding Corp.	693476BJ1		2,000.00	106.376	2,127.52		2.223%	2,135.50	4.790%	2/8/2020	830	7.98
76 Corporate Bond		693476BJ1	6/14/2016	34,000.00	107.196	36,446.56			36,303.50	4.790%	2/8/2020	830	(143.06)
•	Comcast Corp.	20030NBA8	6/22/2015	98,000.00	106.373	104,245,53		2.296%	105,261.80	4.790%	3/1/2020	852	1,016.27
•	Comcast Corp.	20030NBA8	9/29/2015	8,000.00	107.081	8,566.46			8,592.80	4.790%	3/1/2020	852	26.34
•	Comcast Corp.	20030NBA8		2,000.00	107.322	2,146.43		1.921%	2,148.20	4.790%	3/1/2020	852	1.77
•	Comcast Corp.	20030NBA8	6/14/2016	38,000.00	108.270	41,142,46			40,815.80	4.790%	3/1/2020	852	(326.66)
•	Comcast Corp.	20030NBA8	9/15/2017	5,000.00	107.558	5,377.88		1.823%	5,370.50	4.790%	3/1/2020	852	` (7.38)
•	•	747525ASP8	5/31/2017	82,000.00	100.353	82,289.85			•	2.090%	5/20/2020	932	(88.13)
•	Cisco Systems Inc.	17275RAX0	6/22/2015	112,000.00	100.061	112,067.83		2.297%	113,528.80	2.410%	6/15/2020	958	1,460.97
•	Cisco Systems Inc.	17275RAX0	9/29/2015	5,000.00	101.055	5,052.73		2.034%	5,068.25	2.410%	6/15/2020	958	15.52
85 Corporate Bord	Cisco Systems Inc.	17275RAX0		3,000.00	107-936	3,037.09		1.963%	3,040.95		6/15/2020	وسر	3.86
. (0,000.00	()	5,507.00			5,5 10.00	,			3
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Investment	issuer	CUSIP	Settlement	Par Value	Adjusted	Adjusted	Coupon	YTM at	Market Value	Current	Maturity	Days to	Unrealized
Туре			Date		Premium	Cost		Purchase		YTM	Date	Maturity	Gain/Loss
86 Corporate Bond	Cisco Systems Inc.	17275RAX0	6/15/2016	40,000.00	102.478	•			40,546.00	2.410%	6/15/2020	958	(445.09)
87 Corporate Bond	Wal-Mart	931142CU5	9/6/2016	76,000.00	106.199	80,711.54			79,411.64	3.460%	7/8/2020	981	(1,299.90)
88 Corporate Bond	Target Corp.	87612EAV8	5/19/2016	39,000.00	106.040	41,355.79	3.875%	1.582%	40,981.59	3.680%	7/15/2020	988	(374.20)
89 Corporate Bond	•	87612EAV8	6/16/2016	36,000.00	106.164	38,219.17	3.875%	1.537%	37,829.16	3.680%	7/15/2020	988	(390.01)
	•	91324PCM2	9/24/2015	53,000.00	101.230	53,652.14			53,982.09	2.650%	7/15/2020	988	329.95
		91324PCM2	9/29/2015	7,000.00	101.428	7,099.93			7,129.71	2.650%	7/15/2020	988	29.78
92 Corporate Bond	United Health Group Inc.	91324PCM2	6/20/2016	18,000.00	102.841	18,511.38	2.700%	1.621%	18,333.54	2.650%	7/15/2020	988	(177.84)
	United Health Group Inc.	91324PCM2	5/22/2017	42,000.00	102.210	42,928.26	2.700%	1.858%	42,778.26	2.650%	7/15/2020	988	(150.00)
94 Corporate Bond		458140AQ3	9/23/2015	56,000.00	100.682	56,381.97	2.450%	2.192%	56,819.28			1,002	437.31
95 Corporate Bond	Intel Corp.	458140AQ3	9/29/2015	3,000.00	100.905	3,027.16	2.450%	2.108%	3,043.89	2.410%	7/29/2020	1,002	16.73
96 Corporate Bond	Intel Corp.	458140AQ3	6/14/2016	20,000.00	102.349	20,469.75	2.450%	1.571%	20,292.60	2.410%	7/29/2020	1,002	(177.15)
97 Corporate Bond	State Street Corp.	857477AS2	6/13/2016	54,000.00	102.367	55,277.93	2.550%	1.679%	54,972.00	2.500%	8/18/2020	1,022	(305.93)
98 Corporate Bond	State Street Corp.	857477AS2	6/15/2016	24,000.00	102.444	24,586.46	2.550%	1.651%	24,432.00	2.500%	8/18/2020	1,022	(154.46)
99 Corporate Bond	The Walt Disney Co.	25468PDE3	11/27/2015	60,000.00	100.436	60,261.48	2.150%	1.993%	60,265.80	2.140%	9/17/2020	1,052	4.32
100 Corporate Bond	The Walt Disney Co.	25468PDE3	6/20/2016	20,000.00	102.427	20,485.35	2.150%	1.287%	20,088.60	2.140%	9/17/2020	1,052	(396.75)
101 Corporate Bond	Coca-Cola Co.	191216BT6	6/16/2016	62,000.00	100.930	62,576.51	1.875%	1.555%	61,934.28	1.870%	10/27/2020	1,092	(642.23)
+102 Corporate Bond	Coca-Cola Co.	191216BT6	6/27/2016	19,000.00	101.354	19,257.29	1.875%	1.410%	18,979.86	1.870%	10/27/2020	1,092	(277.43)
408 Corporate Bond	ACE INA Holdings Inc.	00440EAT4	6/6/2016	61,000.00	101.365	61,832.71			61,461.77	2.280%	11/3/2020	1,099	(370.94)
104 Corporate Bond	ACE INA Holdings Inc.	00440EAT4	5/22/2017	62,000.00	101.038	62,643.75	2.300%	1.942%	62,469.34	2.280%	11/3/2020	1,099	(174.41)
ூ ந் Corporate Bond	Chevron Corp. (Callable)	166764AY6	6/13/2016	55,000.00	101.859	56,022.21	2.419%	1.789%	55,623.70	2.390%	11/17/2020	1,113	(398.51)
106 Corporate Bond	Chevron Corp. (Callable)	166764AY6	6/27/2016	25,000.00	102.025	25,506.27	2.419%	1.733%	25,283.50	2.390%	11/17/2020	1,113	(222.77)
107 Corporate Bond	VISA	92826CAA0	5/11/2017	162,000.00	100.649	163,051.90	2.200%	1.984%	163,153.44		12/14/2020	1,140	101.54
108 Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	5/3/2016	109,000.00	108.986	118,794.86			117,300.35	4.290%	1/7/2021	1,164	(1,494.51)
109 Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	6/14/2016	34,000.00	109.179	37,120.75			36,589.10	4.290%	1/7/2021	1,164	(531.65)
110 Corporate Bond	Occidental Petroleum Corp. (1	674599BY0	5/20/2016	75,000.00	106.112	79,584.26			79,193.25	3.880%	2/1/2021	1,189	(391.01)
111 Corporate Bond	Exxon Mobil Corp. (Callable)	30231GAV4	6/24/2016	162,000.00	101.692	164,741.73	2.222%	1.697%	163,048.14	2.200%	3/1/2021	1,217	(1,693.59)
112 Corporate Bond	JP Morgan Chase	46625HHZ6	8/8/2017	151,000.00	107.967	163,029.66	4.625%	2.258%	162,385.40	4.300%	5/10/2021	1,287	(644.26)
113 Corporate Bond	3M Co. (Callable)	88579YAU5	9/23/2016	65,000.00	100.096	65,062.72	1.625%	1.599%	63,978.20	1.650%	9/19/2021	1,419	(1,084.52)
114 Corporate Bond	3M Co. (Callable)	88579YAU5	9/15/2017	17,000.00	99.207	16,865.19	1.625%	1.831%	16,732.76	1.640%	9/19/2021	1,419	(132.43)
115 Corporate Bond	MasterCard, Inc.	57636QAF1	5/11/2017	164,000.00	99.249	162,768.36	2.000%	2.175%	162,809.36	2.010%	11/21/2021	1,482	41.00
116 Corporate Bond	Microsoft Corp.	594918BA1	10/5/2017	82,000.00	101.134	82,929.82	2.375%	2.096%	82,560.06	2.350%	11/21/2021	1,482	(369.76)
117 Corporate Bond	American Express Credit (Cal	0258M0EG0	9/8/2017	162,000.00	102.014	165,263.37	2.700%	2.210%	163,692.90	2.670%	3/3/2022	1,584	(1,570.47)
118 Corporate Bond	Burlington North Santa Fe (Ca		9/14/2017	79,000.00	103.738	81,952.93	3.050%	2.149%	81,366.84	2.960%	3/15/2022	1,596	(586.09)
119 Corporate Bond	Apple Inc.	037833BF6	9/8/2017	160,000.00	102.596	164,153.41	2.700%	2.096%	162,784.00	2.650%	5/13/2022	1,655	(1,369.41)
120 Corporate Bond	Oracle Corp.	68389XBB0	10/5/2017	81,000.00	101.596	82,292.57	2.500%	2.129%	81,611.55	2.480%	5/15/2022	1,657	(681.02)
,	·												•
						_							
Subtotal Corpora	te Bonds			4,658,000.00		4,763,594.57	2.910%	1.769%	4,744,353.24	2.779%		935	(19,241.33)
Money Market	Liquid Asset Fund			0.00					•	0.010%		1	
Uninvested Cash	•			0.00					75,186.39	0.020%		1	
2	•			5.55					,			•	
												-	
Subtotal Cash &	Cash Equivalents	·				0.00		<u> </u>	75,186.39			1	

Exhibit B-1

Funds and Investments Held by Contracted (Third) Parties October 31, 2017

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	•	YTM at Purchase		Current YTM	Maturity Date	Days to Maturity	
Grand Totals				16,347,000.00		16,470,106.12	1.948%	1.511%	16,442,869.00	1.903%		930	(102,423.51)
Unsettled Transaction	ns				, V V V V V V V V V V V V V V V V V V V								, , ,
Subtotal Unsettled T	ransactions			0.00		0.00	•		0.00				0
Totals incl. Unsettled	l Transactions	•		16,347,000.00		16,470,106.12			16,442,869.00			•	(102,423.51)
Totals per Bank Stat	ement			16,347,000.00		16,470,106.12			16,442,869.00				(102,423.51)





Exhibit B-2

Funds and Investments Held by Contracted (Third) Parties October 31, 2017

2016 Water Revenue Bonds

	Investment Issuer Type	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity
	BNY Melion Project Fund							
-	Cash		0.00	0.010%	0.00	0.010%		1
2	Morgan Stanley Treasury Portfolio		870,015.40	0.250%	870,015.40	0.250%		1
	Subtotal Cash & Cash Equivalents		870,015.40	0.250%	870,015.40	0.250%		1
	Total Project Fund		870,015.40	0.250%	870,015.40	0.250%		1
1	Wells Fargo Escrow Fund		484.39	0.100%	484.39	0.100%		1_
	Subtotal Cash & Cash Equivalents		484.39	0.100%	484.39	0.100%		1
3 4	Gov't. Securities U.S. Treasury Note Gov't. Securities U.S. Treasury Note Gov't. Securities U.S. Treasury Note Gov't. Securities U.S. Treasury Note	11/10/2016 11/10/2016 11/10/2016 11/10/2016	595,000.00 1,442,000.00 592,000.00 40,088,000.00	0.875% 1.375% 1.625% 1.750%	594,071.80 1,440,428.22 592,763.68 40,203,854.32	0.875% 1.375% 1.625% 1.750%	3/31/2018 9/30/2018 3/31/2019 9/30/2019	151 334 516 699
)	Subtotal Securities		42,717,000.00	1.723%	42,831,118.02	1.724%	·	677
/	Total Escrow Fund		42,717,484.39	1.723%	42,831,602.41	1.724%		677

Exhibit C

City of South Pasadena Investment Report

Summary of Invested Funds -- Last Day of the Month

_	MONTH	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
<u></u>	JULY	18,506,000	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803
<u> </u>	AUGUST	17,256,000	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925
00	SEPTEMBER	16,766,000	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657
-	OCTOBER	16,266,000	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973
	NOVEMBER	15,646,000	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	69,411,442
	DECEMBER	18,756,000	18,487,198	10,634,416	10,185,282	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	
	JANUARY	20,582,573	20,210,860	12,629,088	9,186,793	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	
	FEBRUARY	20,284,404	19,519,072	12,619,768	9,184,331	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	
	MARCH	19,715,013	18,448,613	12,610,790	9,126,552	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	
	APRIL	22,169,776	19,317,280	12,605,200	11,130,863	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	
	MAY	23,010,520	16,191,609	12,595,623	11,128,155	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	
	JUNE	23,385,906	15,871,761	12,581,680	10,275,475	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	

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:

December 20, 2017

TO:

Honorable Mayor and City Council

VIA:

Stephanie DeWolfe, City Manager

FROM:

Sheila Pautsch, Community Services Director

SUBJECT:

Approval of a Lease Agreement with the South Pasadena

Preservation Foundation for the Use of the Meridian Iron Works

Museum

Recommendation

It is recommended that the City Council approve the lease agreement with the South Pasadena Preservation Foundation (SPPF) for the use of the Meridian Iron Works Museum (Museum).

Fiscal Impact

The annual rent is \$1.00 per year for the next five years.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The SPPF has leased the Museum for a number of years. The current lease expires December 31, 2017. The City of South Pasadena (City) has recently made improvements to the Museum including restoration of the exterior, replacing rotted wood and window panes, and exterior painting. The SPPF has been dedicated to preserving the local history of South Pasadena by opening the museum to the public on Saturdays and Thursdays during the Farmers Market. SPPF also hosts a summer movie series in the Heritage Plaza lawn next to the Museum which brings many families out for a night of entertainment.

Analysis

Staff recommends the approval of this lease with SPPF. The lease will be for five years and includes use of the lawn area for outdoor events for a total of 12 events per year. The lease can be terminated by either party without cause with a 90 day written notice. The SPPF will maintain adequate records and prepare a written financial statement, which will be due to the City on October 1st of each year. SPPF will provide adequate insurance and indemnification per the lease.

Approval of a Lease Agreement with the South Pasadena Preservation Foundation December 20, 2017 Page 2 of 2

The City will be working on drainage improvements in the Heritage Plaza lawn area as when it rains the run-off flows to the building. Due to the heavy rain in 2016, the Museum flooded from the run-off which entered the north side and rear of the building.

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: Lease Agreement with the SPPF for the Iron Works Museum

LEASE AGREEMENT

THIS LEASE (the "Lease") is made and entered into this 20th day of December, 2017, by and between the CITY OF SOUTH PASADENA, a municipal corporation ("LESSOR") and SOUTH PASADENA PRESERVATION FOUNDATION OF THE CITY OF SOUTH PASADENA, a non-profit corporation, ("LESSEE").

RECITALS

- 1. <u>LEASED PREMISES</u>. The LESSOR hereby Leases to LESSEE and LESSEE hereby leases from LESSOR, for the term and upon the terms and conditions set forth in this Agreement, the following:
 - 1.1. Real Property. That the parcel of land known as the Iron Works Museum ("Museum") 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 the building, fixtures and other improvements located on said land and all easements, covenants and other appurtenant rights (the "Real Property").
- 2. <u>USE OF LEASED LAND.</u> LESSEE shall use the Premise for the operations of a public museum and South Pasadena Preservation Foundation related activities only.
- 3. <u>TERM.</u> The term of this Agreement shall be for five (5) years, commencing on January 1, 2018 and ending December 31, 2022.
- 4. <u>RENT.</u> The annual rent will be One Dollar (\$1.00) per year, payable yearly, in advance; provided that the lawn area shall be used by LESSEE no more than twelve (12) times per year on dates mutually agreed upon by LESSOR'S representative and LESSEE.
- 5. <u>RESPONSIBILITY OF LESSEE</u>. LESSEE is responsible for:
 - 5.1. All routine maintenance of the interior and exterior of the building (non-routine maintenance / repairs will be the responsibility of the LESSOR);
 - 5.2. Pay for all utilities utilized at the premises;
 - 5.3. Keep the premises open to the general public such days and at such times as LESSEE may, in its own discretion, determine;
 - 5.4. Provide proper staffing for the operation of the Museum;
 - 5.5. Select and identify one person to act as the primary liaison to LESSOR's City Representative concerning all questions relating to the premises or this lease;
 - 5.6. Maintain adequate records identifying all income and prepare a written financial report of all income and expense, which will be due October 1, 2018

- for the Fiscal Year 2017 and on the anniversary of said date each year thereafter, for the previous calendar year;
- 5.7. Utilize all donated income for South Pasadena Preservation Foundation endeavors and the general operation of the facility, including the payment of utilities, maintenance, supplies, operation and repairs, and for the acquisition, maintenance and repair of objects of importance that may come to be in the possession and care of the LESSEE; and
- 5.8. Coordinate with and accept the reasonable recommendations of LESSOR's City representative with respect to the operation, maintenance, and control of the premises.
- 6. <u>ALTERATIONS, ADDITIONS AND IMPROVEMENTS.</u> LESSEE shall not make any physical alterations, additions, and improvements to the premises beyond what could be considered as normal and routine maintenance without the prior written consent of LESSOR.
 - 6.1. At no time shall there be any banners, posters or other items affixed, hung, attached or nailed to the exterior of the museum ay any time.
- 7. <u>REPAIRS.</u> LESSEE shall, at all times during the lease and at its own cost and expense, repair, replace, maintain, in a good, safe, and substantial condition, all buildings and any improvements, additions, and alterations thereto, on the premises, and shall use all reasonable precaution to prevent waste, damage, or injury to the premise.
- 8. <u>UTILITIES.</u> LESSEE shall pay when due and shall hold LESSOR harmless from any liability for all charges for water, gas, sewage, electricity, telephone, alarms and other utility service supplied to the Property.

9. INSURANCE AND IDEMNITY

9.1. LESSEE at its expense at all times during the term of this LEASE and any other period of occupancy of the Property by LESSEE shall obtain and keep in force with respect to the Property general public liability insurance in form customarily written for the protection of owners, landlords, and tenants of real estate, with LESSOR, and LESSEE as named insured's, which insurance shall provide coverage of not less than \$2,000,000 for each occurrence of bodily injury or property damage. LESSEE also shall carry such personal injury and special liability insurance coverages, including but not limited to premises-operations, products and professional liability coverages as may be customary or appropriate with respect to LESSEE's business or as LESSOR reasonably may require and shall include LESSOR as a named insured thereof. LESSEE understands and acknowledges that the insurance that LESSOR obtains and keeps in force will not cover any of LESSEE's property, including but not limited to leasehold improvements. All policies of insurance required to be carried by LESSEE hereunder shall provide that they may not be canceled without at least thirty (30) days prior written notice to LESSOR. Prior to

- LESSEE's taking possession of the Property, LESSEE shall furnish to LESSOR appropriate certificates evidencing that such insurance is in force and that LESSOR is named as an insured there under.
- 9.2. LESSEE shall purchase Special Event Insurance from the LESSOR when hosting an event on or in City owned property such as lawn next to museum, sidewalks, parks or facilities.
- 9.3. LESSEE agrees to indemnify, defend and hold harmless LESSOR, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with LESSEE' use of the Property hereunder.
- 10. <u>FOOD AND DRINK.</u> LESSEE may serve/sell food and drink to the general public. Alcoholic beverages may be served/sell with the consent of the City and the acquisition of all needed permits.
- 11. <u>UNLAWFUL OR DANGEROUS ACTIVITIES</u>. LESSEE shall neither use nor occupy the premise or any part thereto for any unlawful, disreputable, or ultra-hazardous purpose nor operate or conduct the museum in a matter constituting a nuisance of any kind. LESSEE shall immediately, on discovery of any lawful, disreputable or ultra-hazardous use, take prompt action to halt such activity.
- 12. <u>COMPLIANCE WITH APPLICABLE LAWS.</u> LESSEE agrees that, in the use and occupancy of the premise, it will comply with all applicable laws, rules, regulations, statues and ordinances of every government body or agency whose authority extends to the property or to any operation conducted upon the property, whether or not said laws, rules, regulations, statutes, or ordinances are specifically mentioned herein.
- 13. ACCESS TO PREMISE. LESSEE shall permit LESSOR or its agents to enter the premise at all reasonable hours to inspect the premises or to make repairs that LESSEE may neglect or refuse to make in accordance with the provisions of this Lease, or to make alterations, repairs, or additions which, in the sole discretion of LESSOR, shall be made.
- 14. <u>TERMINATION</u>. LESSOR may, without cause, terminate this Lease upon giving LESSEE ninety (90) days written notice. LESSEE may, without cause, terminate this lease upon giving LESSOR ninety (90) days written notice.
- 15. <u>DEFAULT OR BREACH</u>. Each of the following events shall constitute a default or breach of this Lease by LESSEE:
 - 15.1. If LESSEE, or any successor or assignee of LESSEE while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of the creditor.

- 15.2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against LESSEE, or if a receiver or trustee shall be appointed of all or substantially all of the property of LESSEE, and such proceedings shall not be dismissed or the receivership or trustee vacated within thirty (30) days after the institution or appointment.
- 15.3. If LESSEE shall fail to pay LESSOR any rent when the rent shall become due and shall not make the payment within ten (10) days after notice thereof by LESSOR to LESSEE.
- 15.4. If LESSEE shall fail to perform or comply with any conditions of the lease and if the non-performance shall continue for a period of thirty (30) days after notice thereof by LESSOR to LESSE or, if the performance cannot be reasonably had within the thirty (30) day period, LESSEE shall not in good faith have commenced performance within thirty (30) day period and shall not diligently proceed to completion of performance.
- 15.5. If LESSEE shall vacate or abandon the premise.
- 15.6. If this Lease or the estate of LESSEE hereunder shall be transferred to or shall pass to or devolve to any person or party, except in the manner herein permitted.
- 15.7. If LESSEE fails to take possession of the premise in the term commencement date or within ten (10) days after notice that the premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as provided herein.
- 16. <u>EFFECT OF DEFAULT</u>. In the event of any default hereunder, as set forth in Section 15, the rights of LESSOR shall be as follows:
 - 16.1. LESSOR shall have the right to cancel and terminate this Lease as well as all of the right, title, and interest of LESSEE hereunder by giving to LESSEE mot less than thirty (30) days' notice of the cancellation and termination. On expiration of the time fixed on the notice, this Lease and the right, title, and interest of LESSEE hereunder shall terminate in the same manner and with the same force and effect except as to LESSEE's liability, as if the date fixed on the notice of cancellation and termination or at the end of the term herein originally determined.
 - 16.2. LESSOR may re-enter the premises and immediately remove property and personnel of LESSEE and store the property in a public warehouse or a place selected by LESSOR, at the expense of LESSEE.
- 17. <u>ASSIGNMENT, MORTGAGE OR SUBLEASE</u>. Neither the LESSEE nor it successors or assigns shall assign, mortgage, pledge or encumber this Lease or sublet the premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operations of law without the prior consent in writing of LESSOR in each instance. Any such assignments,

- mortgage, pledge, or encumbrance made in violation of this clause shall be deemed void and of no force and effect and shall constitute a default.
- 18. <u>OPTION TO RENEW.</u> LESSOR grants to LESSEE an option to renew this Lease for a period of five (5) years after the expiration of the term of this Lease, rent and all other terms and conditions of the renewal Lease to be the same as those herein. To exercise this option, LESSEE must give LESSOR written notice of the intention to do so at least ninety (90) days before this Lease expires.
- 19. <u>SURRENDERING OF POSSESSION.</u> LESSEE shall, on the last day of the term, or on earlier termination or forfeiture of the Lease, peaceably and quietly surrender and deliver the premise to LESSOR free of sub-tenancy, including all buildings, additions, improvements constructed or placed thereon by LESSEE except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the premises and belonging to LESSEE, if not moved at the termination or default, an if LESSOR shall so elect, shall be deemed abandon and become the property of LESSOR without any payment or offset therefore. LESSOR may remove such fixtures or property from the premises and store them at the risk and expense of the LESSEE or LESSOR shall not so elect. LESSEE shall repair and restore all damages to the premises caused by the removal of equipment, trade fixtures and personal property.
- 20. <u>RENOVATION</u>. LESSOR will renovate and /or rehabilitate the premises at LESSOR's expense at any time throughout the lease agreement.
- 21. <u>REPRESENTATION BY LESSOR</u>. At the commencement of the term, LESSEE shall accept the building and improvements and any equipment in their existing condition and state of repair, and LESSEE agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of LESSSOR in respect thereto except as contained in the provision of this Lease, and LESSOR shall in no event be liable for any latent defects.
- 22. <u>WAIVERS</u>. The failure of LESSOR to insist on strict performance of any of the terms and conditions hereof shall be deemed the waiver of the rights or remedies that LESSOR may have regarding that specific instance only, and shall not be deemed the waiver of any subsequent breach or default in any terms and conditions.
- 23. <u>NOTICE.</u> All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by United States mail, postage prepaid to the party to be notified as follows:

To Lessor:

City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Attention: Community Services Director To Lessee:

South Pasadena Preservation Foundation 913 Meridian Avenue South Pasadena, CA 91030

Attention: Chair

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner described herein. Nothing contained herein shall be constructed to preclude personal services of any notice prescribed for personal services of a summons or other legal processes.

- 24. CONDEMNATION. If the whole or part of the premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease shall terminate as of the date on which title shall vest thereby in that authority; except that, in the case of a partial taking or condemnation, only the parties may, by mutual agreement, continue this Lease if the taking or condemnation is such as to allow the continuation of use of the premises without substantial impairment.
- TAXES. LESSEE shall be solely responsible to pay any possessory real property tax 25. or other tax assessed by the Los Angeles County Tax Collector as a result of LESSEE possession and use of the Property.
- 26. TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS. This Lease contains the entire agreement between the parties and cannot be changed or terminated expect by written instrument subsequently executed by the parties thereto. This Lease and the terms and conditions hereof apply to and are binding under the heirs, legal representatives, successors, and assigns of both parties.
- 27. APPLICABLE LAW. This agreement shall be governed by and construed by the laws of the State of California.

28. MISCELLANEOUS

- Holding Over. If LESSEE shall hold over the leased premises after the 28.1. expiration of the term hereof with the consent of LESSOR either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease. LESSEE hereby agrees to pay to LESSOR as monthly rental one-twelfth (1/12) of the annual rent and to continue to pay the other monetary sums (such as taxes, insurance, utilities) which are the LESSEE' obligations to pay under this Lease.
- 28.2. Attorneys' Fees. In the event any action or arbitration is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies in or under this Lease or for the breach of any covenant or condition of this Lease, then, and in that event, the prevailing party shall be entitled to recover, and the other party agrees to pay all fees and costs to be fixed by the court or arbitrator therein including, but not limited to, attorneys' fees.

- 28.3. Quiet Possession. LESSOR agrees LESSEE, so long as LESSEE is not in default under this Lease and is paying the rent and other sums and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the Property throughout the term hereof without interruption or disturbance from LESSOR or any other persons claiming by, through or under LESSOR; and LESSOR warrants to LESSEE that as of the Commencement Date, there are no existing tenancies on the Property.
- 28.4. Force Majeure. Except as to the payment of rent or other monetary sums due hereunder, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount, and performance hereunder by either party shall not be deemed to be in default for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or the public enemy, action or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes, lockouts, litigation, or any other cause whether similar or dissimilar to the foregoing which is beyond the control of such parties and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease.
- 28.5. Binding. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only LESSOR and LESSEE, but to each of their respective heirs, administrators, executors, successors and assigns. Whenever in this Lease reference is made to either LESSOR or LESSEE, the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of such parties, the same as if in every case expressed.
- 29. <u>APPROVALS</u>. Wherever a consent or approval is required by a party under this Lease such consent or approval shall not be unreasonably withheld, except where such consent or approval is in the sole discretion of such party. No consent or approval shall be unreasonably delayed.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

·	
Dated:	"LESSOR"
	CITY OF SOUTH PASADENA, California a municipal corporation
	By: Michael A. Cacciotti, Mayor
Dated:	"LESSEE"
,	SOUTH PASADENA PRESERVATION FOUNDATION
	By: Steven Lawrence, President
	By: Treasurer
APPROVED AS TO FORM:	
Teresa L. Highsmith, City Attorney	
Dated:	· · · · ·
ATTEST:	
Evelyn G. Zneimer, City Clerk	
Dated:	

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

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:

December 20, 2017

TO:

Honorable Mayor and City Council

VIA:

Stephanie DeWolfe, City Manager 💥 🖫

FROM:

Lucy Demirjian, Assistant to the City Manager

SUBJECT:

Approval of Agreement with Vision Technology Solutions, LLC,

for Upgrade to Website Design and Hosting Services

Recommendation

It is recommended that the City Council authorize the City Manager to enter into a five year agreement with Vision Technology Solutions, LLC (Vision) to upgrade the City of South Pasadena's (City) website design and hosting services.

Fiscal Impact

The initial cost for the upgrade to the website (Project) is \$18,895, which includes design, content migration, training, maintenance, and technical support. This Project was not budgeted in the Fiscal Year (FY) 2017-18 Budget, however, staff has identified some funds in the Information Services (IS) Fund to cover 50% of the cost to begin the Project this FY. Staff will include the remaining 50% in next FY budget, to be paid to Vision upon completion of the Project.

There is also an annual subscription fee of \$7,900 (+5% increase each year) for software updates, unlimited technical support, and hosting services. The subscription fee is budgeted annually in the IS budget.

Commission Review and Recommendation

This item was not reviewed by a commission. The IT Users' Group (Group), comprised of representatives from each City Department, has reviewed the proposal. The Group will assist with the upgrade of the website and training of staff.

Background

In February 2012, the City entered into an agreement with Vision for the design of its current website. In the years since, Vision has made vast improvements to their products and processes. Staff was notified earlier this year that Vision would be terminating support for the Content Management System (CMS) the City is currently using (Version 5). The primary reasons for ending support for Version 5 is security and compatibility issues.

Agreement with Vision Technology Solutions for Website Redesign and Hosting Services December 20, 2017

Page 2 of 2

Staff explored cost comparable proposals from other vendors for website design and hosting services. However, staff recognized Vision offered a higher quality product, with new features and design elements. Furthermore, since the City currently uses Vision CMS, the transition to the upgraded "VisionLive" CMS would be less burdensome on staff.

Analysis

Vision has created over 200 municipal websites and has a reputation for superior quality and pleasing design. VisionLive, the latest version of the CMS, is more powerful, and yet easier to use than any of its previous iterations. The CMS will be updated on a regular basis, so that it constantly evolves and grows in response to the wants and needs of both the City's residents and content editors.

New features include:

- Responsive design, which automatically optimizes a website for whatever device is being used (laptop, tablet, phone, etc.)
- Editable homepages, which make it possible for back-end users to easily change out buttons, images, and other content on the first site page visitors see.
- Emergency communications tools, which give staff the ability to post banners on the default homepage that include important information, or create an emergency homepage that can quickly disseminate critical information to the public.

Furthermore, VisionLive is a subscription-based model which guarantees the continuous improvement of the software. Comprehensive services with the subscription include continual enhancements to the platform, ensuring website is up-to-date with technology changes (e.g. new browser compatibility, ADA/Section 508 compliance, etc.), unlimited technical support, and educational services for staff.

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:

Master Services Agreement with Vision



master services agreement

for South Pasadena

This Master Services Agreement ("**Agreement**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

- 1. <u>Services</u>. This Agreement (which includes and incorporates the Addendum(s) attached hereto and Contractor's acceptable use policy ("AUP") posted at www.visioninternet.com/about/legal) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLiveTM subscription services, and/or other extra work and services (collectively, the "Services"). This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor. Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time.
- 1.1. <u>Website Development Services</u>. Contractor agrees to provide website development services, as more particularly described in <u>Addendum A</u> to Client's satisfaction, in exchange for payment of fees and compliance with the terms and conditions of this Agreement.
 - 1.1.1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 11, Microsoft Edge, and the latest released versions of Chrome, Firefox, and Safari at the time of Completion. Website backend will be compatible with Internet Explorer 11, Microsoft Edge and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server ("MS-SQL"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"), or later. Responsive Website Design with visionMobile DesignerTM mobile browsers will be compatible with the latest released version at the time of Completion of iOS Safari, Android Browser, Google Chrome, and Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "Supported Web Browsers".

1.1.2. Contractor will design the website frontend navigation and graphic design

to be generally compliant with WCAG 2.0 A. Client further understands and agrees that content, website backend, and third-party tools may not be compliant with Section 508 or WCAG 2.0.

- 1.2. <u>visionLiveTM Subscription Services</u>. Contractor agrees to provide VCMS Licensing Services, Support Services, and Hosting Services (collectively "**Subscription Services**") to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. As used throughout this Agreement, "**VCMS**" shall mean Vision Content Management SystemTM, also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool.
 - 1.2.1. <u>Subscription</u>. Contractor will provide Client a subscription to access and

use the VCMS.

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VCMS Licensing Services include:

- (a) Functional enhancements to VCMS components.
- (b) New VCMS Interactive Components that may be released from time to time by Contractor.
- (c) Bug fixes to the VCMS code.
- (d) Updates to provide compatibility to future versions of Supported Web Browsers within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

VCMS Licensing Services do not include:

- (a) Optional Interactive Components.
- (b) Modules, Programs, or Software Applications.
 - (c) Conversion to new platforms.
 - (d) Modification of third-party products.
- (e) Compatibility with Client's third-party products.
 - (f) Website design services.
- (g) New Products. Contractor may from time to time release new software with capabilities substantially different from or greater than the VCMS and which therefore do not constitute System Updates or New VCMS Interactive Components.
- (h) All other services not expressly provided for in this Agreement and its applicable Addendum(s).
 - 1.2.2. <u>Support Services</u>. Support Services is defined as technical support,

account management,

and education and training for the VCMS; provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLiveTM Subscription in accordance with this Agreement. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- (a) Shared Account Manager
- (b) Account Management* o Account reviews (Health Checks)1
 - Site analytics report² o
 Graphics site audit³ o
 Site improvement

credits

(c) Education and Training o Training and best practices webinars o

Access to On-Demand Training Library \circ On-going new feature training (via remote meeting service) \circ Monthly office hours (via remote meeting service)

Site improvement credits4 will be available beginning the first year of the Agreement and

¹ Included with each Advanced Subsite as applicable.

[:] Included with each Advanced Subsite as applicable.

³ Included with each Advanced Subsite as applicable.

[•] visionLive Standard subscribers have 10 site improvement credits, and visionLive Plus subscribers have 20 site improvement credits.



every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

1.2.3. <u>Hosting Services</u>. Contractor will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

- (a) SOC-certified datacenter
- (b) Full hardware redundancy
- (c) Redundant generator backup
- (d) Daily data backups
- (e) Intrusion protection
- (f) 24/7 monitoring
- (g) 99.9% uptime
- (h) DDoS mitigation service
- (i) Website content storage⁵
- (j) Standard disaster recovery service with 90-minute failover
- 1.2.4. Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Agreement. Any changes, alterations or modification requested by the Client to its website and/or intranet may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.
- 2. <u>Subsequent Extra Work/Other Services</u>. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("Extra Work"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum C-1, C-2, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third-party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.
 - 3. Ownership: Limited Licensing of Intellectual Property.

s For the main website, visionLive Standard subscribers have up to 50GB of storage, and visionLive Plus subscribers have up to 250GB of storage. Each Advanced subsite has up to 10GB of storage, regardless of visionLive edition. Each Basic subsite has up to 5GB of storage, regardless of visionLive edition.



- 3.1. <u>Designs</u>. Upon payment in full of the website development fees provided under <u>Addendum A</u>, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.
- 3.2. <u>Vision Content Management System</u>TM. Contractor also grants Client a limited, non-exclusive, and non-transferrable subscription to access and use one instance of the VCMS and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLiveTM Subscription in accordance with this Agreement. The VCMS provided under this Agreement is not for sale, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.
- 3.3. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork, and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.
- Limited Warranty. Contractor warrants that website development and/or custom programming deliverables will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("Completion"). All VCMS programming code developed by Contractor is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("Warranted Problem"); provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. In the event of breach of the limited warranty in this Section, Client's sole remedy and Contractor's entire liability shall be limited to Contractor's correction of the Warranted Problem. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, misdeliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.
- 5. <u>Invoices</u>. Contractor will submit itemized invoices to Client for the payments required by the applicable Service(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the date



of the invoice will be considered delinquent. Returned checks are subject to a charge of \$25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

5.1. Website Development

- 5.1.1. <u>Price</u>. Client agrees to pay and Contractor agrees to perform Website Development services for \$18,895.00.
- 5.1.2. <u>Payment</u>. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:
 - (a) An initial payment equal to 40% of the total cost;
 - (b) A payment equal to 20% of the total cost upon Contractor's delivery of the draft homepage design concept(s) to the Client;
 - (c) A payment equal to 20% of the total cost upon implementation of the main website into the VCMS on a Contractor-hosted development server; and
 - (d) A payment equal to 20% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.
- 5.2. <u>Non-Contractor Hosting</u>. If Contractor is not providing hosting services then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.
- 5.3. <u>Subscription Fees.</u> Contractor shall invoice Client \$7,900.00 per year beginning the first year of this Agreement, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. Websites and/or Contractor-hosted intranets exceeding their storage allowance shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Advanced Subsite exceeding 10 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Basic Subsite exceeding 5 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.
- 6. <u>Contractor's Mark</u>, Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Created by Vision" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.
 - 7. <u>Indemnity</u>.
- 7.1. <u>Indemnification of Contractor</u>. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.
- 7.2. <u>Intellectual Property Indemnity</u>. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("Claims") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("Intellectual Property") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.
 - Timing. Estimated times are included for convenience. Actual times will vary depending on Client



interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

- 9. <u>Governing Law and Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to optout of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the State of California, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the State of California. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.
 - 10. Modification and Waiver.
- 10.1. <u>Modification</u>. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.
- 10.2. <u>Waiver</u>. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall be in writing and shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.
- 10.3. <u>Conduct</u>. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.
- Confidentiality. To the extent permitted by law, Contractor's Confidential Information shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement. As used in this Agreement, the term "Confidential Information" means (a) proprietary information of Contractor, (b) information marked or designated by Contractor as confidential, (c) information, whether or not in written form and whether or not designated as confidential, that is known to the Client as being treated by Contractor as confidential, or (d) information provided to Contractor by third parties that Contractor is obligated to keep confidential. Confidential Information includes, but is not limited to, all files, writings and documents, recordings, including without limitation all information contained therein, all extractions, notes, compilations and summaries prepared or derived therefrom, copyrights, trademarks, service marks, patents, trade secrets, programs, source code, object code, demos, demonstrations (whether in written, oral, graphic, encoded, encrypted, tangible, or intangible forms, in any media whatsoever) including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, computer programs, and codes.
- 12. <u>Entire Agreement.</u> The MSA, including any Exhibits, Attachments and any Statements of Work constitutes the entire agreement of the Parties with respect to its subject matter, supersedes any and all prior or contemporaneous proposals, agreements and understandings of the Parties, whether written or oral.
- 13. <u>Interpretation</u>. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. In the event of conflict between an attachment and the terms and conditions of this Agreement, then the following hierarchy of interpretation shall govern:
 - 13.1. Terms and conditions of this Agreement;
 - 13.2. Final cost and scope of work under Addendum A;
 - 13.3. Contractor's response to Client's request for RFP, RFQ or RFI; 13.4. Client's RFP, RFQ, or RFI.



- 14. <u>Counsel</u>. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that any presumption relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.
- 15. <u>Prevailing Party.</u> Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.
- 16. <u>Independent Contractor Relationship</u>. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.
- 17. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.
- 18. <u>Force Majeure</u>. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 19. <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 20. <u>Headings</u>. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.
- 21. <u>Survival</u>. The terms and conditions of Sections 4 (Limited Warranty), 9 (Governing Law & Venue), 11 (Confidentiality), 15 (Prevailing Party), 21 (Survival), 24 (No Hire), and 26.3 (Obligations upon Termination) shall survive any termination or expiration of this Agreement.
- 22. <u>Cooperative Programs</u>. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.
- 23. <u>No Third-Party Beneficiaries</u>. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.
- 24. <u>No Hire</u>. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in

7



each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment.

- 25. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an "**Affiliate**" of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. "**Affiliate**" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.
- 26. <u>Term.</u> This Agreement will remain in effect for 5 years from the Effective Date (**'Initial Term'**). Thereafter, it will renew for successive 1-year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term.
- 26.1. <u>Termination for Cause</u>. This Agreement may also be terminated by the non-breaching party for cause in the event of a material breach of this Agreement or failure to substantially perform obligations; provided, however, that the non-breaching party has given notice to the defaulting party, which fails to cure the default within 30 days after such notice.
- 26.2. <u>Non-Appropriation of Funds</u>. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then Client, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the Client, except the Client shall pay to the Contractor a sum of money equal to the work completed.
- 26.3. <u>Obligations upon Termination</u>. Client shall permanently delete all copies of the VCMS upon termination of this Agreement. Client shall have thirty (30) days after termination of this Agreement to export Client content to its server or systems. At Client's request, Contractor will assist Client with exporting Client content to Client's server or system, which shall be treated as Extra Work.
- 27. <u>Notices</u>. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

Client		
Name: Address:		
Phone:		
Email:		
		
Fax:		
Contrac	tor	
	Contract Manager	
Address:	222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245	,
	(310) 656-3100	Phone:
	_contracts@visioninternet.com	Email:
	(310) 656-3103	Fax:

- 28. <u>Insurance</u>. Contractor shall maintain the following insurance policies during the Term of this Agreement:
- 28.1. <u>Commercial General Liability Insurance</u>. Contractor shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate.



- 28.2. <u>Professional Liability Insurance</u>. Contractor shall maintain in force for the duration of the contracted period Professional Liability (Errors & Omissions) Insurance with a limit of not less than \$1,500,000 per occurrence.
- 28.3. <u>Cyber Liability Insurance.</u> Contractor shall maintain in force for the duration of the contracted period Cyber Liability Insurance with a limit of not less than \$1,500,000 per occurrence.
- 28.4. <u>Business Automobile Liability Insurance</u>. Contractor shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all nonowned and hired automobiles.
- 28.5. <u>Workers Compensation</u>. Contractor shall maintain in force for the duration of the contracted period Workers Compensation Insurance at Client's statutory limits.
- 29. <u>Authority</u>. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the "**Effective Date**" below.

"Client"	"Contractor"
SOUTH PASADENA	VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION INTERNET PROVIDERS
Signature:	Signature:
Name:	Name: David M. Nachman
Title:	Title: Chief Executive Officer
Date:	Date:



Addendums:

A South Pasadena Pricing Proposal

SFVS20170620

10



Development & Training

SERVICE OTY COST

2016-1202 vS/Pe



ONSITE CMS USER TRAINING - TWO DAYS

1

\$3,040.00

Includes two days of onsite training for your CMS users. These days are divided into sessions to provide basic and advanced training for your users, covering:

- Creating, adding and editing pages
- Overview with basic users of key components, such as Document Central, Image Library, News and Calendar (as time permits)
- Overview with advanced users on Forms, Services Requests or other components of your choosing (as time permits)

Website Development		
<u>SERVICE</u>	QTY	COST
WEBSITE DEVELOPMENT PACKAGE	_. 1	\$18,895.00
The website development package includes:		
Project Management		
Consultation		
 Programming/CMS Implementation 		
Mobile / Responsive Web Design Implementation		
Content Strategy Package – Basic		
• Extranet		
Google Translate		
Online Payment Integration		
SMS Component		
Streaming Video Center		
Vision Search		
Yahoo Weather		

Additional Services		
SERVICE	QTY	COST
2 DAYS OF ONSITE TRAINING SESSIONS	1	\$0.00

- User administration
- Site settings and configurations

2016-1202 vS/Pe



• Class optimal for 8-10 participants

<u>Software</u>		
vLive Edition	OTY	COST
vLIVE STANDARD EDITION	1	See 5 Year Total Cost Summary for details

Additional Services		
SERVICE	<u>OTY</u>	<u>COST</u>
DISCOUNT	1	(\$3,040.00)

Total Project Fo	es	\$18,895.00

5 Year Total Cost Summary	
Year 1	\$18,895.00
Included Professional Services	
1 st Year of:	\$7,900.00
vLive Standard Edition	•
Year 2	\$8,295.00
2 nd Year of:	
vLive Standard Edition	
Year 3	\$8,710.00
3 rd Year of:	
vLive Standard Edition	
Year 4	\$9,145.00
4 th Year of:	
vLive Standard Edition	
Year 5	\$9,602.00
5th Year of:	
vLive Standard Edition	

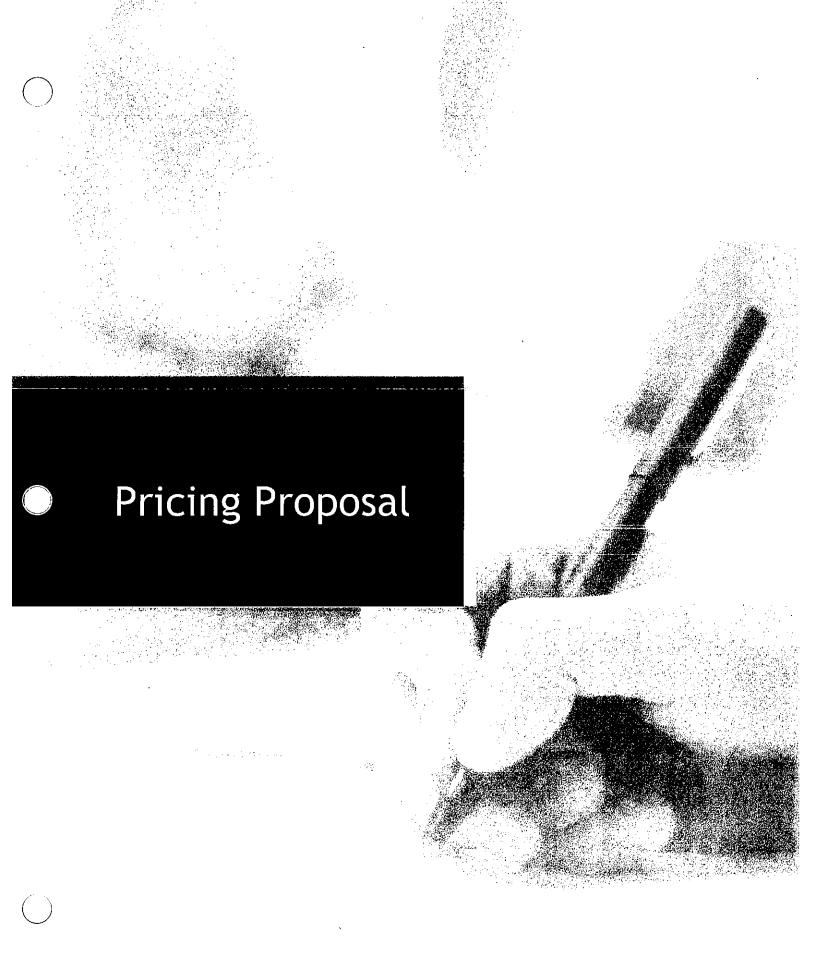
2016-1202 vS/Pe



5 Year Total

\$62,547.00

2016-1202 v\$/Pe





Project Estimate

,	Features Included
1, Project Visioning	Client Survey Selection of Wireframe/Homepage Layout
2. Graphic Design	Present Graphic Design Client Feedback Meeting and Confirmation of Requirements
3. Development & Training	Programming of Website Scripted Content Migration CMS User Training: • 2 days of onsite training sessions
4. Go-live & Maintenance	Final Quality Assurance Check Go-Live Site Launch
Project Cost.	\$19,395
Related Offinity synti	
Total	\$ 18,895

^{*}Please note, the applied discount is only valid until December 29th of 2017.





Project Estimate (continued)

Software

visionLive Main Site and Basic Subsite
• View Full Included Feature List on Page 46
Monthly Software Updates

Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday)
Training Webinars and On-Demand Video Library
Best Practice Webinars and Resources
Site Improvement Credits
Account Reviews

Robust Hosting
DDos Mitigation
Disaster Recovery
Data Security

\$7,900*

Annual Fee

^{*}Please note annual pricing is based on a standard 5 year contract term.



5 Year Total Cost of Ownership Summary

Included Professional Services #1798時代表記 かけまる データード デール 1st Year of visionLive* (Assumes Standard Edition) VARIABLE VALUE CONTRACTOR 2nd Year of visionLive (Assumes Standard Edition + 5% Increase) 17. Minimal acon (#1/2/47) at 11. 5. 3rd Year of visionLive (Assumes Standard Edition + 5% Increase) 4th Year of visionLive (Assumes Standard Edition + 5% Increase) 5th Year of visionLive (Assumes Standard Edition + 5% Increase)

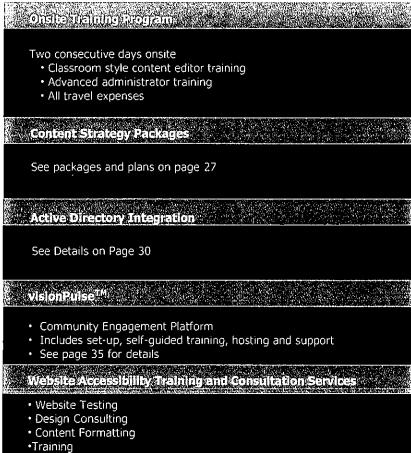
5 Year Total \$62,544**

^{*}Please note, 1st Year of visionLiveTM starts when new website launches.

^{**}Please note annual pricing is based on a standard 5 year contract term.







Additional Information

• See page 28 for details

Included Warranty

All unmodified programming code developed by Vision is warranted to be free of any material errors or bugs so long as the City maintains a visionLiveTM Subscription.

Duration of Offer

Vision agrees to perform the services at the prices quoted in this proposal. This quote is valid for 180 days.

Website Accessibility

The website frontend navigation and graphic design will be generally compliant with WCAG 2.0 A.



Ownership and Licensing

All rights, title, and interests to the website design and visionLive[™] will remain with Vision. However, under your customer agreement, Vision will grant you a license that will enable the City to reproduce or modify for its own use the website design forever. Further, Vision will grant a subscription-based license to visionLive[™], and the City will be free to use visionLive[™] so long as the City remains a visionLive[™] subscriber with a valid customer contract. The City owns all information and content, such as logos and images.



Appendix A: Optional Content Strategy Packages

A critical part of developing a useful, customer-focused website is evaluating and editing the content that exists on your website today. Total page migration shouldn't be your goal; rather, keeping the information that is important to your customer and delivering it in a way that is easily understood should be.

Vision's Content Strategy Consultation provides a highly-customized approach to understanding your customer and evaluating on-line processes. This unique, one of a kind service offering will help the City discover the best way to approach your content. In addition, it will encourage and inspire your internal departments by providing a unique, hands-on learning experience led by an experienced Government Content Strategy Expert empowering your staff to look at your website content through your customers' lens. The end result is less pages to manage, a higher satisfaction rate from your customers, and the knowledge and training to write and publish better web content.

vision Li√⊕ S Content Strategy Packages

		Basic	Standard	Plus
Pri	ce	\$3,500	\$11,000	\$21,000
: .	General content strategy overview (1 hour via WebEx)	•		
	Content development and migration best practices guide	*		
111	Website content best practices guide			#
1	Website persona exercise materials	·	x .**	<i>f</i>
	Communicating with your audience exercise materials	e de la companya de l	e.	ě
	Task process evaluation exercise materials	#		
	Writing for the Web textbook			·
	Customized on-site plain language exercise			·
	Customized Writing for the Web training for your municipality (1 day on-site)		a ^q	,
17	Content strategy evaluation & process meeting to create custom content strategy process (1 day on-site)			Í
2	Analytics report*			<i>‡</i>

^{*}Available only if Vision is granted access to view analytics



Appendix B: Optional Website Accessibility Training and Consultation Services

In addition to the included Accessibility Services provided with your project, we can provide the City with additional accessibility services for your website. The optional accessibility services are as follow:

Website Accessibility Training and Consultation – Standard:

Vision will provide a frontend website design, excluding third-party tools, compliant with WCAG 2.0 upon completion and only to the extent validated by Vision's accessible content formatting and testing process. This service includes basic training and services to help you get started creating and maintaining an accessible website:

- Automated Testing: Testing will be conducted during the design stage to ensure color contrast meets
 desired standard. An automated site scan will verify the compliance of Vision-migrated content before delivery of
 the development site.
- Graphic Design: Development of a graphic design in compliance with WCAG 2.0 A or AA requirements upon completion. Vision will test for color contrast and font size, and will consult with the City on issues that may need to be addressed. Vision will provide design concept[s] as enumerated in the Graphic Design section.
- Content Accessibility Formatting: Vision will test the development website after Vision's content migration
 is completed. 25 pages migrated by Vision (e.g. header sequencing, page content, image alt-tags) will be
 reformatted to comply with WCAG 2.0 AA standards. However, multimedia content (e.g. videos, audio, etc.), tables,
 and PDF files will not be formatted to comply with WCAG standards.

Reformatting additional pages beyond the 25 shall be considered Extra Work.

- WCAG Standards Training: 90 minute remote training of content editors in accessibility standards.
- WCAG-Focused CMS Training: Training in features of the CMS that are accessibility-focused functions during CMS training with the City's assigned Technical Trainer.
- WCAG Accessibility Statement: Vision will create one Accessibility Statement page upon Completion, to be placed on the City's website.

Website Accessibility Training and Consultation - Standard

Testing, design, training and accessibility for the City's website

Website Accessibility Training and Consultation - Plus:

Vision will provide a frontend website design, excluding third-party tools, compliant with WCAG 2.0 upon completion and only to the extent validated by Vision's accessible content formatting and testing process. This service includes advanced training and services to help you create and maintain an accessible website:

- Automated Testing: Testing will be conducted during the design stage to ensure color contrast meets
 desired standard. An automated site scan will verify the compliance of Vision-migrated content before delivery of
 the development site.
- Manual Testing: Manual testing of the new website's top five tasks will be conducted by users with a variety
 of disabilities (vision-impaired, hearing-impaired, difficulty using a mouse) in order to assess compliance and
 usability. Vision shall deliver a report outlining remediation recommendations.



- Graphic Design: Development of a graphic design in compliance with WCAG 2.0 A or AA requirements upon Completion. Vision will test for color contrast and font size, and will consult with the City on issues that may need to be addressed. Vision will provide design concept[s] as enumerated in the Graphic Design section.
- Content Accessibility Formatting: Vision will test the development website after Vision's content migration is completed. 250 pages migrated by Vision (e.g. header sequencing, page content, image alt-tags) will be reformatted to comply with WCAG 2.0 AA standards. However, multimedia content (e.g. videos, audio, etc.), tables, and PDF files will not be formatted to comply with WCAG standards. Reformatting additional pages beyond the 250 shall be considered Extra Work.
- WCAG-Focused CMS Training: Training in features of the CMS that are accessibility-focused functions during CMS training with the City's assigned Technical Trainer.
- WCAG Standards Training: One-day on the City's premises, in-depth training of content editors in accessibility standards. The training consists of a four hour class that is repeated in the morning and afternoon to allow for scheduling flexibility with the City's content editors.
- WCAG Accessibility Statement: Vision will create one Accessibility Statement page upon completion, to be placed on the City's website.
- Accessibility Policy: Provide guidance on developing an agency accessibility policy, including best practices and sample policies.

Website Accessibility Training and Consultation - Plus

Advanced testing, design, training and accessibility for the City's website



Appendix C: Optional Active Directory Integration

It is important for a government website to protect itself from unauthorized users. The Vision CMS includes a user and permission system with encrypted passwords that ensures only authorized staff can login to the backend. As an option, Vision Internet can also add custom programming to integrate the CMS login with Active Directory if needed.

Please note that the City needs to provide an internal server to host a web service that can be used for the website to interface with the Active Directory server. SSL is the required protocol for data communication; the City is responsible for buying and maintaining the SSL certificate.



Appendix D: Software Subscription (visionLive™) Details

Vision provides two editions of visionLiveTM, a subscription-based Content Management System and service plan designed to equip you with the technology, expertise and training to keep your website relevant and effective over time. Recognizing each agency will have unique goals, we offer two editions, each designed to provide appropriate functionality and services for a variety of needs and budget ranges.

Based on our assessment of the City's needs, we included the Standard Edition in the quoted Project Plan, but have included information about each option for your consideration.

Standard Edition

Our most popular option, Standard Edition was designed to provide you with advanced functionality and hosting with a variety of training and support resources to equip your staff with the tools and expertise needed to maintain a highly effective website. In addition to an on-going series of webinars and consultation with your account manager, included services, such as the Annual Site Analytics Report, will help you measure your site's performance and effectiveness over time. Should these reports indicate tweaks need to be made in order to optimize your site's design, main navigation or buttons, you can simply apply your Site Improvement Credits to engage Vision's team of designers and programmers.

Plus Edition

If you need more: more storage, more tools, more service - then Plus Edition is for you. This premium edition includes developer-friendly tools, such as our API Library and Sandbox Environment, as well as our most comprehensive ongoing service package. You will receive frequent reports to help you monitor the ongoing success of your website and will have monthly access to an open office hour with the Vision team. With an even larger bank of Site Improvement Credits at your disposal, you will always have the resources to keep your site fresh, relevant and in tune with your users.

The features and services included in each edition are outlined below in order to allow you to easily compare and select the plan that best suits the City's needs.

VISION[®]

visionLive Control Con	Standard Edition	Plus Edition
Annual Price	57,900	\$10,000
visionLive™ Functionality		
Site sciministraces & Security		
Advanced WYSIWYG Editor	N _g er (4.1
In-page Editing	4/	• 5,00
User Management & Security	N. H.	Z.
Navigation Management	A. 17	v. V
Accessibility Features		e e
visionMobile Designer	1,	4,4
Approval Cycle *	*	× *
Mega Menu Designer *	P.	V 7
Extranet (Password Protected External Content)	. "	s v
State European Color Color Color		
Calendar .		
FAQs		45
Facility Directory	.*	2
Staff Directory	+ .*	
Service Directory	÷	·. ·
Google Translation	e e	
Online Form Builder		
News Postings		
Job Posts		. *
Facilities/Events Registration		

^{*} Requires an implementation fee



	vision∟ive⊃ editions	Standard Edition	Plus Edition
Pà	Online Polling	.:	4.7
	Citizen Request Management Tool		
	Business Directory		6.1
	RFP Posts	4 M	
3	Online Payments		
	visionSearch		1.
Ć.Ž.	Job Application Manager		
	the weath of the track with a sur-		
	eNotification Tool		e e
12.	Emergency Alerts		•,
	RSS Feeds		. *
	Facebook & Twitter Feed Readers		
	Audio & Video Embedding		
13	Photo Gallery & Slide Show		
	visionSocial		•
	Streaming Video Center		
,	Import/Export		
. * . * 2	APIs		
	Sandbox Test Environment		



	<u> </u>		
	visionLive editions	Standard Edition	Plus Edition
Hos	ting		
A STATE	State of the Art 3rd Party Datacenter (SSAE 16 Type 2 Certified)		Ŋ ^r
	Full Hardware Redundancy		No.
EQ.	Redundant Generator Backup	4.2	W.
	Daily Data Backups		₹.
$\frac{T}{\sqrt{\frac{n}{n}}}$.	Intrusion Protection	<u>Ç'</u>	qu'
\$>	24/7 Monitoring	5 , 1	· ·
(16) Ha	99.9% Uptime Guarantee		est.
tr _{ster}	State of the Art 3rd Party DDoS Mitigation Service	e general de la companya de la comp	4. 8 ⁷
()	Disaster Recovery Facility with On-going Data Replication	η_{i}^{-2}	\mathbf{v}^{2}
	Storage		
Supp	oort and On-going Services		
[6/.	Site Improvement Credits (annual)	- 	10 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Dedicated Account Manager		ng et
10	Health Checks (Account Review)	A. tak	e i e fil
11.	Site Analytics Report	. •	
(W.)	Graphics Site Audit	٠.	
	Training & Best Practice Webinars		
1. 1	Access to On-Demand Training Library		·
1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	On-going New User Training (Via WebEx)		
65 (18)	Monthly Office Hours (Via WebEx)		

^{*} Unused Site Improvement Credits can be roited over from year to year during the initial term of your customer agreement.



Appendix D: Optional visionPulse™

visionPulse TM is a community engagement platform that enables local governments to gauge the public's opinion on important issues and turn their feedback into actionable results.



Take the Pulse of Your Community

- Create Topics and Blogs to inform customers of important issues
- Promote Topics on social media to maximize exposure to customers
- Conduct polls to gather data
- Allow customers to comment and provide feedback
- Leverage actionable reporting to make more informed decisions

Better Tools for Better Engagement

Streamlined Administration



Integration with visionLive[™] CMS and social media channels allows you to update all systems with a single publish, making it simple to keep messaging clear and consistent.

Guided Topic Creation

Step-by-step cues guide you through the process of creating a Topic, ensuring imagery, questions and polls are included to make the content compelling to customers

Automated Monitoring

Topics can be assigned to a designated staff member who will receive automatic notifications when customers add comments or submit a poll, simplifying the management of the engagement process.

Multi-Channel Promotion

Integration with eNotification and social media allows Topics to be easily shared with customers, maximizing exposure and increasing the likelihood of more representative participation.

Contextual Linking

Topics can be tagged to associate them with specific departments, projects or themes, enabling customers to follow issues of interest and promoting issue visibility through contextualized display of Topics throughout the website.

Flexible Feedback Settings

Poll and comment settings can be configured on a per-Topic basis, giving you control over feedback mechanisms, such as allowing customers to submit multiple comments on a particular issue, up-voting and more.

Thank you



Generated November 2, 2017 This quote is valid for 90 days

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:

December 20, 2017

TO:

Honorable Mayor and City Council

VIA:

Stephanie DeWolfe, City Manager

FROM:

David G. Watkins, AICP, Director of Planning & Building

Edwar Sissi, Assistant Planner

SUBJECT:

Approval of a Mills Act Contract for Property Located at 929

Buena Vista Street (2080-MIL), the Torrance-Childs Residence, also known as the "Rose Hedge House" (APN: 5317-035-004)

Recommendation

It is recommended that the City Council enter into a Mills Act contract with the property owners of 929 Buena Vista Street, the Torrance-Childs Residence, also known as the "Rose Hedge House."

Fiscal Impact

A Mills Act contract allows a tax reduction for a property owner who agrees to perform certain restoration and maintenance tasks over a 10-year period. As a result, property tax revenue is reduced annually for government agencies such as the City, the School District, and the County from any property under a Mills Act contract.

The City of South Pasadena's (City) current share of property tax revenue is approximately 24% of each dollar in property taxes paid. At the current tax assessment of \$14,303.19 for Fiscal Tax Year 2017 (based off the applicant's purchase price from 1997), the City will receive approximately \$3,432.76 in property tax revenues for the subject property.

According to the financial analysis provided by the applicant, the City will incur an average revenue loss of \$2,343.39 per year over a period of 10 years for the subject property, if the City approves the contract. A breakdown of the year over year reduction in tax revenues is listed in Table 1¹.

Table 1: Estimated Annual Loss in Property Tax Revenues for 929 Buena Vista Street

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$2,120.91	\$1,162.82	\$2,205.57	\$2,249.15	\$2,293.60		\$2,385.13	\$2,432.26	\$2,529.32	\$2,343.39

¹ The financial analysis provided is an estimate. Actual dollar amounts will vary dependent upon the methodology chosen to assess the value of the property when appraised by the LA County Assessor after the approval of the Mills Act contract.

Mills Act Contract – 929 Buena Vista Street (2080-MIL) December 20, 2017 Page 2 of 7

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15331 Historic Resource Restoration/Rehabilitation, Class 31. The proposed Mills Act contract will provide a financial incentive to the property owners of 929 Buena Vista Street for their planned restoration of the property that will be subject to review by the Cultural Heritage Commission (CHC) to ensure consistency with the Standards of the Secretary of the Interior.

Commission Review and Recommendation

On November 16, 2017, this matter was reviewed by the Cultural Heritage Commission. At this meeting, the CHC unanimously (by a vote of 5-0) recommended that the City Council enter into the Mills Act contract with the owners of 929 Buena Vista Street with the following contingencies to be added to the scope of restoration work prior to obtaining a Certificate of Appropriateness:

- 1. The applicant add an electrical engineering analysis.
- 2. The applicant add interior photographic documentation.
- 3. A site plan be provided with the geotechnical report.

In accordance to South Pasadena Municipal Code Chapter 2 Section 2.68 (b)(1)(C), the CHC recommended that 929 Buena Vista Street be approved for a Mills Act Contract with the City based upon the following required criteria:

- i) Financial Investment. The estimated tax benefit is not expected to exceed the applicant's proposed financial investment in the Cultural Resource over the first ten (10) years of the contract.
 - The financial analysis provided by the applicant states that the estimated financial investment in the property will be \$581,300 while the estimated tax benefit savings will be \$147,496 over the course of the first ten years of the contract.
- ii) Public Benefit. The proposed Mills Act Contract features a work plan that will provide a benefit to the public by: rehabilitating the property for continued occupancy or adaptive reuse; improved viability through systems upgrades and structure reinforcement upgrades; preserving and maintaining the Character-Defining Features of the property, and/or restoring Character-Defining Features of the property that have been significantly altered or removed over time.
 - The proposed work plan indicates work that will rehabilitate the property for continued uses as a single-family residence. The work plan also includes items for improved viability including a fire alarm system, and geo-technical analysis for foundation and structural stabilization; and the restoration or reconstruction of dilapidated Character-Defining Features such as the shingle siding, the exterior terraces and stairs, and the front porch and main entry.
- iii) Retroactive Limitations. The estimated tax benefit will not be used for any Maintenance or Alteration work that was previously completed or initiated before the contract is approved, unless it can be shown that the completed work was necessary in the interest of

Mills Act Contract – 929 Buena Vista Street (2080-MIL) December 20, 2017 Page 3 of 7

the public health or safety following involuntary damage or destruction caused by fire, Act of Nature, or any other casualty.

The proposed work plan does not include items pertaining to any maintenance or alteration work done previous to the approval of this Mills Act contract.

- iv) Limitations on Maintenance. The estimated tax benefit will not be used for routine Maintenance work except for exemplary or exceptional properties that have financially burdensome Maintenance requirements.
 - The proposed work plan does not include routine maintenance as part of the proposed scope of improvements.
- v) Limitations on Interior Work. The estimated tax benefit will not be used for work within the interior of a Cultural Resource unless the Commission determines the following exceptions should be made: the interior work is necessary to improve the structural integrity of the property; the interior work is necessary to preserve and maintain Character-Defining Features within the Cultural Resource that are specifically identified as part of the official Landmark nomination; and/or the interior work is necessary to preserve and maintain Character-Defining Features of the property that were discovered subsequent to its Landmark designation. The Commission must first determine that those interior features are character-defining based on substantial evidence provided by the applicant.

The proposed work plan does not include interior improvements. The CHC did recommend the Mills Act for the property with the contingency to conduct an electrical engineering analysis to determine the safety of the electrical system and any necessary improvements as a concern over fire safety.

vi) Limitations on Landscaping. The estimated tax benefit will not be used for landscaping work unless it will be used for specific landscape features that were identified as part of the official Landmark nomination.

The proposed work plan does not include site improvements relating to landscaping projects.

Background

Mills Act Contracts:

In 1998, the City Council authorized the use of Mills Act contracts to promote the restoration and preservation of South Pasadena's historic properties. Any property that is either a designated Historic Landmark, located in a designated Historic District, or listed on the California Register may qualify for the Mills Act. A Mills Act contract is an agreement between the City and the property owner. The contract requires that the property owner completes specific restoration and maintenance tasks, as submitted in the proposal and reviewed by the CHC. In return, the property owner receives a reduction in their property tax bill from the Los Angeles County (County) Assessor with the intention that those property tax savings be reinvested into the property and fund the approved improvements over a course of 10 years.

A Mills Act contract may be entered into at the sole discretion of the City Council. If executed,

Mills Act Contract – 929 Buena Vista Street (2080-MIL) December 20, 2017 Page 4 of 7

the County Tax Assessor would evaluate the property based on its ability to generate income. This method is known as the *Income Approach* to value. This involves estimating how much rent the house could generate in the current market place. The property's potential income is then divided by a pre-determined capitalization rate to determine the new assessed property value.

The initial term for the contract agreement is 10 years. The contract is automatically extended by one year upon the anniversary date of the contract. If recommended by the CHC and approved by the City Council, a notice of non-renewal may be issued six (6) years into the duration of the contract by the owner or the City and will take effect after the tenth year of the contract.

Torrance-Childs Residence, "Rose Hedge House" (Landmark No. 41)

On July 15, 1998, the City Council designated the property located at 929 Buena Vista Street (also known as the Torrance-Childs Residence or the "Rose Hedge House") City Landmark No. 41 (City Council Resolution No. 6530). The Torrance-Childs House was constructed between 1902 and 1904 by builder William C. Crowell and designed by Indiana-born architect Charles Wesley Buchanan. The English Tudor Revival-Craftsman house was constructed for Mrs. Emma B. Childs, the widow of George W. Childs, the editor of the *Philadelphia Ledger* and a well-known philanthropist.

The house was designed with 35 rooms, eight fireplaces, elevator, indoor swimming pool, chapel, grand staircase, and stained glass windows above the landing between the first and second floors. The residence became known as the "Rose Hedge House" for its expansive rose gardens which originally extended southward on the estate grounds towards the present-day Arroyo Seco Parkway. The parcel was subdivided in 1912, 1956, and again in 1962. Records indicate the current square footage of the house at 13,393 square feet on a parcel size of 33,487 square feet.

In 1910, Mrs. Childs sold the property to Jared Sidney Torrance, the original owner of the Pasadena Electric Company, and the founder of the City of Torrance. The home was later sold to William Bertrand Stevens, the Bishop of the Episcopalian Diocese of Los Angeles. Mr. Stevens added the organ tower in 1931 along the north elevation of the house. In 1997, Bobby Zahabizadeh and Aleta Blanc became the new owners of the home and nominated the property for Landmark status. In 1998, the City Council adopted Resolution No. 6530, naming 929 Buena Vista Street as Landmark No. 41.

The property is designated with a National Register of Historic Places (NRHP) Status Code of "2D" and is a contributor to the Buena Vista Historic District. The District, and the Torrance-Childs House are listed on the California Register of Historical Resources, and the property is also eligible for listing on the National Register of Historic Places.

Findings and supporting documentation contained in City Council Resolution No. 6530 for the Landmark designation of the property indicate the following:

a) Character, interest or value as part of the heritage of the community.

The residence is one of the finest estate properties in the City and was featured on many

historic post cards and contributed towards the City's reputation as a premier residential community.

- c) Identification with a person, persons or groups who significantly contributed to the culture of the City, State, or United States.

 The house was constructed for Emma Childs, the widow of George W. Childs, noted philanthropist and editor of the Philadelphia Ledger. The home was later sold to Jared Sidney Torrance, the founder of the City of Torrance and the Pasadena Electric Company. The home's third notable owner was Right Reverend William Bertrand Stevens, Bishop of the Los Angeles Diocese of the Episcopal Church.
- d) Exemplification of a particular architectural style of an era of the City's history.
- e) Its exemplification of the best remaining architectural type in a neighborhood.
- f) Identification as the work of a person or persons whose work influenced the heritage of the City.

 d-f: The home is an exemplary example of English Tudor Revival Style, a style that emerged as a reaction to the elaborate Victorian architecture that was prominent during the late 19th century. The simplified styling of English Tudor Revival correlated with the emerging Craftsman Style that became predominate in the early 20th century for the region. The home was designed by a notable architect for a socially prominent family, and most likely was a key influence in local development patterns, and is perhaps the best example of the English Tudor Revival Style in the City.
- g) Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, materials, and craftsmanship.

 The home has notable exterior and interior design features that reflect a superior design and construction craftsmanship.

Timeline 1997	Current owners, Bobby Zahabizadeh and Aleta Blanc purchase 929 Buena Vista Street.
July 15, 1998	The City Council approves the designation of 929 Buena Vista Street, the Torrance-Childs Residence, as an official South Pasadena Historic Landmark, Landmark No. 41 (City Council Resolution No. 6530).
July 6, 2016	The owners filed a letter of intent with the City for a Mills Act Application.
September 15, 2016	The CHC reviews the Letter of Intention and agree that the property could benefit from the Mills Act program.
Summer 2017	The property owners hire consultants to identify the critical stabilization and rehabilitation items needed for the property.

October 19, 2017 The CHC was presented with the application for the Mills Act

including a proposed work program of projects deemed as critical for stabilization and rehabilitation for the property. The CHC also scheduled a special meeting at the subject property to expedite the

review and recommendation process.

October 25, 2017 The CHC convened a Special Meeting at the subject property for a

walk through of the grounds to assess the property conditions and

review the proposed rehabilitation items in the application.

November 16, 2017 The CHC reviewed the application and proposed rehabilitation

items at their regularly scheduled meeting. The CHC

recommended adoption of the Mills Act contract by the City Council with the following contingencies prior to obtaining a Certificate of Appropriateness: 1) The applicant add an electrical engineering analysis; 2) The applicant provide photographic documentation of the interiors; and 3) A site plan be provided with

the geotechnical report. The motion for recommendation was

approved unanimously by the CHC (5-0).

Analysis

The property owners had a team of consultants examine the property and prepare a list of items needed for the stabilization and rehabilitation of the property. These items are proposed to be undertaken over the next 10 years. The initial list included 21 projects with a project cost of \$1.7 million. At the CHC October 2017 Special Meeting of the CHC that took place on the subject site, the CHC viewed the proposed items on the work plan and recommended the following changes before formal recommendation to the City Council:

- 1. Photo documentation of existing conditions.
- 2. A fire alarm system installation listed as a high-priority item.
- 3. A site plan for the CHC to review prior to any granting of a Certificate of Appropriateness for the items on the work plan.

The application work plan separates proposed work items under different status levels of urgency, from "urgent" such as the fire alarm installation, to "low" for removal of the non-original Organ Tower on the north elevation. Expected costs for such work items will vary, with an estimated cost of \$13,300 for the fire alarm system, and \$87,840 for the removal of the organ tower and façade restoration.

The total expected investment in the restoration of the Torrance-Childs Residence will be an estimated \$581,300. The total estimated property tax savings over a 10-year period (with enhancement of the Mills Act contract) will be \$147,496. The average annual cost to the City in lost property tax revenues will be an estimated \$2,337 per year.

If the City enters into the Mills Act contract with the property owners, staff will file the contract

Mills Act Contract – 929 Buena Vista Street (2080-MIL) December 20, 2017 Page 7 of 7

with the Los Angeles County Assessor's Office. The goal of the property owners is to have the contract recorded no later than December 31, 2017 so that the property owner will see a reduction in their property taxes for the 2018 tax year.

Entering into the Mills Act contract will be satisfactory to Section 2.5E "Preservation of the Built Environment," Goal 9, Policy 9.5 "Explore Incentive Programs for Historic Preservation," of the City's General Plan. It is also satisfactory to the City's Preservation Element of the General Plan, Section 5.5, Goal 6, Policy 6.3, "Encourage property owners to take advantage of the available financial incentives," such as the Mills Act program.

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.

Attachments:

- 1. Mills Act Contract
- 2. Exhibit "A" Deed of Trust
- 3. Exhibit "B" City Council Resolution No. 6530 and Landmark Nomination
- 4. Exhibit "C" Proposed Work Plan/Preservation Plan
- 5. Exhibit "D" Standards for Rehabilitation of Property
- 6. Financial Analysis
- 7. Letter of Intent to File Mills Act
- 8. Mills Act Application Form
- 9. CHC Minutes, dated September 15, 2016
- 10. Draft CHC Minutes, dated October 19, 2017
- 11. Draft CHC Minutes, dated November 16, 2017
- 12. City Council Minutes, dated July 1998
- 13. Parcel Mapping Exhibits

This page intentionally left blank.

ATTACHMENT 1 Mills Act Contract

MILLS ACT CONTRACT

THIS CONTRACT ("Contract") is made and entered into this 20th day of December 2017, by and between the CITY OF SOUTH PASADENA, CALIFORNIA, a municipal corporation ("City"), and Babak Zahabizadeh and Aleta M. Blanc ("Owners").

RECITALS

- (i) California Government Code Section 50280 et seq., authorizes cities to enter into contracts with the Owner of qualified historical property to provide for the use, maintenance, and restoration of such historical property so as to retain its characteristics as property of historical significance;
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 929 Buena Vista Street, South Pasadena, California ("Historic Property"). A legal description of the Historic Property is attached hereto, marked as "Exhibit A" and is incorporated herein as if fully set forth;
- (iii) The Historic Property is identified as City Landmark No. 41, attached hereto marked "Exhibit B". The English Tudor Revival-Craftsman style house was constructed in 1902 by William C. Crowell and designed by architect Charles Wesley Buchanan for Mrs. Emma B. Childs. The house is commonly known as the Torrance-Childs Residence and also as the Rose Hedge House for its former extensive rose gardens. The home has been occupied by several notable people including Mrs. Childs, the widow of George W. Childs whom was the editor for *The Philadelphia Ledger* and a known philanthropist. Jared Sidney Torrance, the founder of the City of Torrance became the home's second owner in 1910. The home's third owner was William Bertrand Stevens, the former Bishop of the Episcopalian Diocese of Los Angeles;
- (iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. EFFECTIVE DATE AND TERM. The Agreement shall be effective and commence on December 20, 2017 and shall remain in effect for a minimum period of ten (10) years, unless the property owner is issued a notice of non-renewal as provided in Section 2.68(e)(5) of the South Pasadena Municipal Code.

Page 1 of 6

- 2. AUTOMATIC RENEWAL. Unless a notice of non-renewal is issued, this Agreement shall automatically be extended by one year for each anniversary date of the Agreement unless otherwise specific herein.
- 3. APPEAL OF NOTICE OF NON-RENEWAL. The property owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal to the City Council.
- 4. CONFORMANCE WITH NATIONAL STANDARDS. The contract agreement is to assist in the Preservation of the qualifying property; therefore, Restoration and Rehabilitation of the property shall conform to the rules and regulations of the State of California Office of Historic Preservation (Department of Parks and Recreation) and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties, attached hereto marked "Exhibit D". Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as "Exhibit C" and incorporated herein as if fully set forth, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.
- 5. INSPECTIONS. The owner shall agree to allow periodic examination of the interior and exterior of the premises by the County Assessor, the Department of Parks and Recreation, the State Board of Equalization, and the City, as may be necessary to verify the owner's compliance with the contract agreement, and to provide any information requested to ensure compliance with the contract agreement. During the term of this Agreement, after five years, and every five years thereafter, the City, County of Los Angeles, or City and County shall have the option to inspect the premises to determine the property owner's compliance with the contract Agreement.
- 6. REPORTS. The owner shall agree to submit evidence to the City in accordance with the reporting schedule specified in the Mills Act Contract (and at a minimum every three years) to confirm that Preservation tasks were completed in accordance with the time line stipulated in this Agreement..
- 7. NON-RENEWAL. If recommended by the Commission and approved by the City Council, a notice of non-renewal may be issued six (6) years into the duration of this Agreement. The procedure for notice of non-renewal by the owner or the City shall be in accordance with Government Code Section 50282 as it may be amended from time to time.
- 8. BINDING EFFECT OF CONTRACT. This Agreement shall be binding on all successors-in interest of the owner to the benefits and burdens of this Agreement. The contract shall stipulate escrow instructions that require a review and re-evaluation of the property every three years.

- 9. CANCELLATION. City following a duly noticed public hearing as set forth in California Code Section 50280 *et seq.*, may cancel this Agreement if City determines that the Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the significance criteria under which it was designated City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Paragraph 4 of this Agreement. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Cultural Heritage Ordinance and Municipal Code.
- 10. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280 et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12.5%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the County Auditor in the time and manner prescribed by the County Auditor.
- 11. ENFORCEMENT OF AGREEMENT. In lieu of and/ or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of the terms of this Agreement.
- 12. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
- 13. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restriction as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restriction expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

14. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City:

City of South Pasadena

Director of Planning and Building

1414 Mission Street

South Pasadena, CA 91030

Owner:

Babek Zahabizadeh & Aleta M. Blanc

929 Buena Vista Street South Pasadena, CA 91030

- 15. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.
- 16. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of its contractor, subcontractor, agent, employee or other person acting on its behalf which relate to the use, operation, capital improvement and maintenance of the Historic Property. Owner hereby agree to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.
- 17. BINDING UPON SUCCESSORS. All of the agreements, rights, covenants, reservations, and restrictions contained in the Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representative, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

- 18. LEGAL COSTS. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- 19. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
- 20. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of California.
- 21. EMINENT DOMAIN PROCEDURES. Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will present the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agree to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to the Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

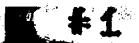
- 22. RECORDATION. No later than thirty (30) days after the parties execute this Agreement, the Agreement shall be recorded in the Office of the County Recorder of the County of Los Angeles.
- 23. AMENDMENTS. This Agreement may be amended, in whole or in part, only by written-recorded instrument executed by the parties hereto.
- 24. NOTICE TO OFFICE OF HISTORIC PRESERVATION. The Owner or Owner's agent is required to provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of entering into this Agreement.

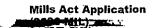
IN WITNESS THEREOF, City and Owner have executed this Agreement on the day and year first above written.

	CITY OF SOUTH PASADENA
Dated:	By:
Attest:	
CITY CLERK	
Approved as to Form:	•
CITY ATTORNEY	
Dated:	
Dated:	
	Babak Zahabizadeh, Owner
Dated:	Anita M. Blanc, Owner

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ATTACHMENT 2 Exhibit "A" Deed of Trust





NORTH AMERICAN TITLE COMPANY

02 1999761

RECORDATION REQUESTED BY: California Federal Bank Commercial Banking 201 West Lexington Drive Glendale, CA 91203

WHEN RECORDED MAIL TO: California Federal Bank Commercial Banking 201 West Lexington Drive Glendale, CA 91203

SEND TAX NOTICES TO: California Faderal Bank Commercial Banking 201 West Lexingion Orive Glendale, CA 91203

FOR RECORDER'S USE ONLY

15-12457-62 5486-15-32

DEED OF TRUST

THIS DEED OF TRUST is dated July 25, 2002, among Babak Zahabizadeh who/accilication in Trustor is dated July 25, 2002, among Babak Zahabizadeh who/accilication in Trustor is Zajabozade) and Aleia Blanc, who acquired little as Aleia M. Blanc, Husband and Wife as Joint Tenants, whose address is Commercial Banking, 201 West Lexington Drive, Glendale, CA 91203 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Master Mortgage Company, a California Corporation, whose address is 135 Main Street, San Francisco, CA 94105 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiery, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently eracled or although buildings, improvements and futures; all sessments, rights of way, and apputienances; all water rights and diffich rights (including slock in utilities with drich or krigation rights); and all other rights, royallies, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Los Angeles County, State of California:

LOT 31 IN BLOCK "B" OF THE LEWIS TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 34 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

The Real Property or its address is commonly known as 464 Lewis Street, Los Angeles, CA 90042. The Assessor's Parcel Number for the Real Property is 5486-025-032

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, tibe, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

TRUSTOR'S REPRESENTATIONS AND WARRANTIES. Trustor warrants that: (a) this Deed of Trust is executed at Sorrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Proporty; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any taw, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Sorrower on a confinding basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the credit worthings of Borrower).

TRUSTOR'S WAIVERS. Except as prohibited by applicable law, Trustor waives any right to require Lender to (a) make any presentment, profest, demand, or notice of any kind, including notice of change of any terms of repayment of the indebtedness, default by Borrower or any other guarantor or surely, any action or nonaction taken by Borrower, before, or any other guarantor or surely of Borrower, or the creation of new or additional indebtedness; (b) proceed against any person, including Borrower, before proceeding against Trustor; (c) proceed against any collateral for the indebtedness, including Borrower's collateral, before proceeding against Trustor; (d) apply any payments or proceeds received against the indebtedness in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the indebtedness, Borrower, any collateral, or any other guarantor or surely, or about any action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

Trustor also warves any and all rights or defenses arising by reason of (h) any disability or other defense of Borrower, any other guaranter or surely or any other person; (i) the cossation from any cause whatsoever, other than payment in full, of the indebtedness; (j) the application of proceeds of the Indebtedness by Borrower for purposes other trian the purposes understood and intended by Trustor and Lender; (k) any act of

ATTACHMENT 3 Exhibit "B" City Council Resolution 6530 and Landmark Nomination

RESOLUTION 6530

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DESIGNATING 929 BUENA VISTA STREET, COMMONLY KNOWN AS THE TORRANCE-CHILDS HOUSE, AS AN OFFICIAL SOUTH PASADENA HISTORIC LANDMARK (LANDMARK #41)

WHEREAS, Section 2.73A-14 of the South Pasadena Municipal Code (commonly known as the "Cultural Heritage Ordinance 2004) authorizes the Cultural Heritage Commission ("the Commission") to recommend to the City Council the designation of appropriate properties as Landmarks; and

WHEREAS, the Community Development staff and Commission have duly prepared a nomination form to register 929 Buena Vista Street; and

WHEREAS, the Commission has complied with the applicable provisions of Subsection (A)(3) ["Designation Procedure"] of the above Ordinance Section in that it visited the site, mailed notices, held a duly noticed public hearing, received public comment; and

WHEREAS, the Commission made findings of fact pursuant to Subsection (A)(2) ["Designation Procedure"] of the above Ordinance Section as follows:

The property qualifies as a landmark by reason of the following applicable subsections:

- (A) Its character, interest or value as part of the heritage of the community.
- (C) Its identification with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States.
- (D) Its exemplification of a particular architectural style of an era of history of the city.
- (E) Its exemplification of the best remaining architectural type in a neighborhood.

RESOLUTION 6530 PAGE 2

- (F) Its identification as the work of a person or persons whose work has influenced the heritage of the city, state or the United States.
- (G) Its embodiment of elements of outstanding attention to architectural design, engineering, detail, materials, or craftsmanship.

WHEREAS, based on the documentary evidence collected by Glen Duncan and David Melford, the designation being categorically exempt, sub-committee research, on-site inspection and public testimony, the Commission voted to recommend designation of this property on June 18, 1998 and forwarded the recommendation to the City Council; and

WHEREAS, the City Council held a public hearing on the proposed designation on July 15, 1998 and received public testimony.

NOW THEREFORE, be it resolved the South Pasadena City Council designates 929 Buena Vista Street, commonly known as the Torrance-Childs House, as South Pasadena Historic Landmark No. 41, based on the abovementioned findings.

PASSED, APPROVED and ADOPTED this 15th day of July, 1998.

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JEANNIME A. GREGORY, CITY CLERK

I hereby certify that the foregoing resolution was adopted by the City Council of the City of South Pasadena at a regular scheduled meeting held on the 15th of July, 1998.

AYES:

ATTEST

Cohen, Knapp, Saeta, Zee and Mayor Emory

NOES:

None

ABSENT: None

JEANNING A. GREGORY, CITÝ CLERK



CITY OF SOUTH PASADENA

AGENDA MEMORANDUM

COUNCIL AGENDA:

July 15, 1998

TO:

City Council

VIA:

Sean Joyce, City Manager

VIA:

Gay Forbes Community Development Director

FROM:

Maree Hoeger, Assistant Planner

SUBJECT:

Proposed Designation of Cultural Heritage Landmark Designation at 929 Buena Vista Street (Torrance-Childs

House)

Background

On June 18, 1998, the Cultural Heritage Commission concluded its consideration of the proposed designation of 929 Buena Vista Street (Torrance-Childs House) as an official Cultural Heritage Landmark. After thorough review, the Commission determined that the property satisfies all of the qualifications for landmark status as required by South Pasadena Municipal Code Section 2.73A-14 (Attached for reference). On July 1, 1998, the City Council set the public hearing date for tonight's meeting to consider designating 929 Buena Vista Street a Cultural Heritage Landmark.

Discussion

The Torrance-Childs House is a thirty-five room English Tudor Revival Residence built in 1902. The proposal to designate 929 Buena Vista Street (Torrance-Childs House) a Cultural Heritage Landmark was initiated by the Cultural Heritage Commission. A Commission Sub-Committee conducted extensive research on the residence. A Landmark Sub-Committee Report was prepared and includes findings to support the recommendation for landmark designation (Attached for reference).

The Torrance-Childs House satisfies the list of standards for designation of landmarks as identified in Ordinance No. 2004. The following is a list of landmark designation criteria satisfied by the Torrance-Childs House and corresponding findings made by the Sub-Committee:

(A) Its character, interest or value as a part of the heritage of the community;

The house is featured on many postcards; it was influential in advancing South Pasadena's growing reputation as a premier residential community in the early part of the 20th Century.

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(C) Its identification with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States;

The house was built for Mrs. Childs, widow of noted philanthropist and editor of the Philadelphia Ledger, Mrs. Childs was a close friend President Garfield's wife. The second owner, Jared Torrance, founded the City of Torrance, and established the Pasadena Electric Company.

(D) Its exemplification of a particular architectural style of an era of history of the city;

Built in 902 by William C. Cromwell, the house is a 35-room English Tudor Revival Residence that it still largely intact.

(E) Its exemplification of the best remaining architectural type in a neighborhood;

The house maintains many of the original architectural and design elements, including the gas and electric fixtures, servants quarters, indoor swimming pool, and grand staircase. The residence remains the best such example of English Tudor Revival Style in the neighborhood, and possibly the entire City.

(F) Its identification as the work of a person or persons whose work has influenced the heritage of the city, state or the United States;

At the turn of the century, the English Tudor Revival Style became a primary influence in the emerging American reaction against elaborate Victorian decorative detailing.

(G) Its embodiment of elements of outstanding attention to architectural design, engineering, detail, materials, or craftsmanship.

From exterior ironwork with a rose motif to detailed interior and English Tudor Revival style exterior features, the house reflects superior design and construction.

Recommendation

It is recommended that the City Council approve landmark designation of 929 Buena Vista Street.



CITY OF SOUTH PASADENA

1414 Mission Street . South Pasadena . California 91030 . 799-9101

CULTURAL HERITAGE COMMISSION NOMINATION FORM TO REGISTER A LANDMARK (OR CONTRIBUTING PARCEL IN A HISTORIC DISTRICT)

A. IDENTIFICATION NAME OF BUILDING OR SITE: Torrance - Childs House Rose Hedge House PROPERTY ADDRESS: 929 Buena Vista Street CONDENSED LEGAL DESCRIPTION: Eaton Tract. Parallel with East line of lot 1,41,29 feet from Northwest DATE OF CONSTRUCTION: 1902 commissioned, 1903 commenced, 1904 completed BUILDER: William C. Crowell ARCHITECT: Charles W. Buchanan

ORIGINAL USE: Single family residence
PRESENT USE: Single family residence
ORIGINAL OWNERS: Emma B. Childs, widow of George W. Childs, edibrof The Philadelphia Ledger and noted philanthropist. (1902-1912)
INTERMEDIATE SIGNIFICANT OWNERS: lared Sidney Torrance, founder of City of Torrance and fasadena Electric Co. A well-known and successful business man Mr. Torrance served as director of over 140 business enterprises. The torrance family retained ownership until 1934, when it was sold to the Right Reverend & Bertrand Stevens, bishop of the Los Angeles diocése of the Episcopal Church
PRESENT OWNERS: Babak Zahabizadeh and Aleta Blanc
*
B. <u>DESCRIPTION</u> (Photographs must be provided)
STYLE OR PERIOD: English Tudor Revival
CONSTRUCTION MATERIALS: Brick, Shingle and timbered Stucco

SIGNIFICANT ARCHITECTURAL FEATURES (exterior and interior):	
Thirty-five room English Tudor Revival	
Three stories, extensive porches & verandas, grand storicase with stained glass panels, eight Rieplaces, & bedrooms, 5 bathroom indoor swimming pool, elevator. Original gas/electric fixtures still in place. Extensive communication system. Chapet.	
with stained glass panels, eight fireplaces, & bedrooms, 5 bathroom	S
Indoor swimming pool, elevator. Original gas/electric fixtures still in	
place. Extensive communication system, Chapel.	
Pool area lit by multiple stamed-glass - windows:	
	•
ADDITIONS AND/OR MODIFICATIONS:	
Chapel was undoubtedley a later additional	
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	. 1
C. <u>DISCUSSION OF DESIGNATION CRITERIA</u> (Please include historical, cultural, botanical and/or archeological significance.)	! £
	•
See attached house history by architectural historian Tim Grego	M/ i
and a chapter on Jared Sidney Torrance from Historical Torran	') nrp
•	<u>/U</u>)
published in 1984.	
also included is a letter and notes from Edith Sterens Haney,	
(dates January, 1998). Mrs Haney is the daughter of Wm. Bertrand	
Stevens, bishop of the Los Angeles diocese of the Episcopal Church,	
who was the owner from 1931-1947	
	\

	D.	ADDITIONAL FACTORS FOR DESIGNATION	
* = . ***			
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	E.	<u>PRESERVATION STATUS</u> (Is the structure threatened with demolition or alteration by either the public or private sector?)	•
	A11	11 1 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
\	UIT	though the house is not within the current alignment of	
	The doc	e proposed 710 Freeway extension, the freeway would estroy much of the residential neighborhood context. It	
	ular ular	ould degrade the quality of life and, most likely, severely	
		ncess property values.	
<u> </u>		· · · · · · · · · · · · · · · · · · ·	
	F.	PRESENT CONDITION	
EXTE	RIOR:	Primarily intact. The addition of The Two-Story	
SE	ction	That includes the chapel and Stained glass windows over	
Custom W	rou9th	Primarily intact. (The addition of the two-story 1 that includes the chapel and stained glass windows over 1 writing is itself over sovers old and a significant historic feature, Son 1 the garden and west side.	HICAH
		Primarily intact.	
)			

ITE:	Owner
YPE	OF NEIGHBORHOOD (residential, commercial, etc.):
	Estate/residential
•	
	G. <u>PUBLISHED REFERENCES</u> (Please include all sources of information, including any stoor county surveys.)
	Historic Torrance, 1984. Excellent chapter on Jared Sidney Torrance and this home in South Pasadena at 929 Basina Vista.
)	Endangered House tour brochuse of South Pasadera Preservation Foundation May 3, 1998.
	H. <u>NAME AND ADDRESS OF PROPONENT</u>
IME:	Heritage Commission
DDR	Ess: 2031 Berkshire Av., South Pasadena, 91030
ELEP.	HONE NUMBER: 213/344-8430

DATE: May 15, 1998

I. SIGNATURE OF CONSENTING OWNERS

I/We certify that I/we am/are the owners of the property which is being nominated for registration as a landmark or as a parcel within a historic district under the Cultural Heritage Ordinance of the City of South Pasadena and hereby consent to the registration of the property as a landmark or a parcel within a historic district under the Cultural Heritage Ordinance.

Dated: 6/18/98

Dated: 6/18/98

Form prepared April 1992

LANDMARK SUBCOMMITTEE REPORT Torrance-Childs House, 929 Buena Vista Street

The Torrance-Childs House, also known as "Rose Hedge" was built in 1902 by William C. Crowell. Charles W. Buchanan was the architect of the 35-room English Tudor Revival Residence that is largely intact. It has eight fireplaces, and elevator, indoor swimming pool, chapel and a grand staircase with beautiful stained glass windows above the landing between first and second floors. Third floor servants quarters and storage areas are virtually unchanged after almost 100 years. Original gas/electric fixtures and communication system are also intact.

The current owners have indicated their approval and have signed the attached nomination application prepared by this subcommittee.

Based on the evidence presented in application materials and on-site inspection, we highly recommend that the Commission proceed with a public hearing pursuant to recommending landmark designation of this property by the City Council. Our findings relate to the following applicable subsections of the Cultural Heritage Ordinance:

- (a) Character, interest or value as part of the heritage of the community. The residence is one of the finest estate properties in the City. It was featured on many colorful post cards and helped advance South Pasadena's growing reputation in the early part of the Twentieth Century as a premier residential community.
- (c) Identification with a person, persons or groups who significantly contributed to the culture of the City, state or United States. Built in 1902 for Emma Childs, widow of noted philanthropist and editor of the Philadelphia Ledger. Mrs. Childs was a close friend of Lucretia Garfield and likely influenced the President's widow to build a house next door.

Jared Sidney Torrance, the second owner, founded the City of Torrance, established the Pasadena Electric Company and was director of over 140 business enterprises nationwide.

The third owner, the Right Reverend William Bertrand Stevens, was bishop of the Los Angeles Diocese of the Episcopal Church

- (d) Exemplification of a particular architectural style of an era of the City's history;
- (e) Its exemplification of the best remaining architectural type in a neighborhood; and
- (f) Identification as the work of a person or persons whose work influenced the heritage of the City.

At the turn of the century, before the Craftsman Style had emerged as the definitive architec tural mode of the period, English Tudor Revival Style became a primary influence in the emerging American reaction against elaborate Victorian decorative detailing. Designed by a major architect, for a socially prominent family, this excellent example was most likely a key influence in local architectural development. It is perhaps the best such example in South Pasadena

(g) Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, materials and craftsmanship. From exterior ironwork with the rose motif to above-described interior and exterior features, the residence reflects truly superior design and construction craftsmanship.

GLEN DUNCAN

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DAVID MELFORD

Resolution of the South Pasadena Cultural Heritage Commission

Re: Designation of the Torrance-Childs House at 929 Buena Vista Street as an official South Pasadena Historic Landmark

WHEREAS The Torrance-Childs House, also known as "Rose Hedge" was built in 1902 by William C. Crowell. Charles W. Buchanan was the architect of the 35-room English Tudor Revival Residence that is largely intact. It has eight fireplaces, and elevator, indoor swimming pool, chapel and a grand staircase with beautiful stained glass windows above the landing between first and second floors. Third floor servants quarters and storage areas are virtually unchanged after almost 100 years. Original gas/electric fixtures and communication system are also intact.

WHEREAS Section 2.73A-14 of the South Pasadena Municipal Code Ordinance # 2004 (commonly known as the "Cultural Heritage Ordinance") authorizes the Cultural Heritage Commission ("the Commission") to recommend to the City Council the designation of appropriate properties as Landmarks; and

WHEREAS the property owners have indicated their approval and have signed a duly prepared nomination form to register the Torrance Childs House, located at 929 Buena Vista Street; and

WHEREAS the Commission has complied with the applicable provisions of Subsection (A) (3) ["Designation Procedure"] of the above Ordinance Section in that it visited the site, mailed notices, held a duly noticed public hearing, and received public comment; and

WHEREAS the Commission made findings of fact pursuant to Subsection (A) (2) ["Designation Procedure"] of the above Ordinance Section, as follows:

The property qualifies as a landmark by reason of the following applicable subsections:

- (a) Character, interest or value as part of the heritage of the community. The residence is one of the finest estate properties in the City. It was featured on many colorful postcards and helped advance South Pasadena's growing reputation in the early part of the Twenteth Century as a premier residential community.
- (c) Identification with a person, persons or groups who significantly contributed to the culture of the City, state or United States. Built in 1902 for Emma Childs, widow of noted philanthropist and editor of the Philadelphia Ledger. Mrs. Childs was a close friend of Lucretia Garfield and likely influenced the President's widow to build a house next door. Jared Sidney Torrance, the second owner, founded the City of Torrance, established the Pasadena Electric Company and was director of over 140 business enterprises nationwide.

The third owner, the Right Reverend William Bertrand Stevens, was bishop of the Los Angeles Diocese of the Episcopal Church.

- (d) Exemplification of a particular architectural style of an era of the City's history;
- (e) Exemplification of the best remaining architectural type in a neighborhood;
- (f) Identification as the work of a person or persons whose work influenced the heritage of the City. At the turn of the century, before the Craftsman Style had emerged as the definitive architectural mode of the period, English Tudor Revival Style became a primary influence in the emerging American reaction against elaborate Victorian decorative detailing. Designed by a major architect, for a socially prominent family, this excellent example was most likely a key influence in local architectural development. It is perhaps the best such example in South Pasadena.
- (g) Embodiment of elements of outstanding attention to architectural design, engineering, detail design, materials and craftsmanship. From exterior ironwork with the rose motif to above-described interior and exterior features, the residence reflects truly superior design and construction craftsmanship.

WHEREAS, based on the evidence presented by application materials, subcommittee validation, on-site inspection, public testimony and evaluation by qualified architectural historians, the Commission voted to recommend designation of this property and made the above findings of fact on June 18,1997;

NOW THEREFORE, be it resolved that the Commission recommend to the South Pasadena City Council the registration of 929 Buena Vista Street, also known as "Rose Hedge" and "The Torrance-Childs House," as South Pasadena Historic Landmark #41.

Glen Duncan

Chair, Cultural Heritage Commission



OFFICE OF THE CITY CLERK

CITY OF SOUTH PASADENA

1414 Mission Street • South Pasadena • California 91030 TEL (626) 403-7233 • FAX (626) 403-7211

BY CERTIFIED MAIL - RETURN RECEIPT

July 2, 1998

Mr. & Mrs. Babrek Zahabivadeh 929 Buena Vista Street South Pasadena, CA 91030

RE: NOTICE OF A PUBLIC HEARING TO DESIGNATE A HISTORIC LANDMARK
AT 929 BUENA VISTA - THE TORRANCE-CHILDS HOUSE

Dear Mr. & Mrs. Zahabiyadeh:

On Wednesday, July 15, 1998 at 7:30 p.m. or soon thereafter, the City Council of the City of South Pasadena will conduct a public hearing in the Council Chambers, 1424 Mission Street, on a recommendation from the Cultural Heritage Commission to designate the above described property as an Historic Landmark.

In accordance with Section 2.73A-14.3(I) of the Cultural Heritage Ordinance, we are providing you with written notice of this hearing because you are the owners of the above property.

If you have any questions, please feel free to contact Ms. Maree Hoeger, Assistant Planner, in the Community Development Department at (626) 403-7228.

Sincerely,

Jeannine A. Gregory

City Clerk

cc: Community Development Department

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Enclosure

SOUTH PASADENA CITY COUNCIL NOTICE OF A PUBLIC HEARING

PROPOSED DESIGNATION OF A HISTORIC LANDMARK LOCATED AT 929 BUENA VISTA - THE TORRANCE-CHILDS HOUSE

PURSUANT TO LAW, NOTICE IS HEREBY GIVEN that a public hearing to consider the nomination of a proposed Historic Landmark at 929 Buena Vista - the Torrance-Childs House recommended by the Cultural Heritage Commission will be held on Wednesday, July 15, 1998 at 7:30 p.m. or as soon thereafter, in the Council Chambers, 1424 Mission Street, South Pasadena, CA. Interested persons may attend said hearing and be heard. For further particulars, reference is hereby made to the records in the City Clerk's office at (626) 403-7233, Monday through Thursday, 7:30 a.m. - 5:00 p.m and Friday 7:30 a.m. - 4:00 p.m.

Jeannine A. Gregory City Clerk

South Pasadena Review

Publish: July 1, 1998



THE BUILDING BIOGRAPHER

TIM GREGORY

- Building Histories
- Environmental Reviews
- Historic Resources Surveys
- Local, State, and National Landmarking
- Historic Preservation and Archival Consulting

929 BUENA VISTA STREET

SOUTH PASADENA

Previous Address: 927 Buena Vista Street

Style: English Tudor Revival

-Year Built: 1903

Architect: C. W. (Charles W.) Buchanan, a prolific and well-respected early Pasadena architect. He received his architectural education in the east and came to Pasadena from Indianapolis in 1889 where he resided until his death in 1921. Buchanan was particularly adept at achieving a massive, sturdy look for his residences and was considered to be one of the pre-eminent definers of the Pasadena Craftsman style. Examples of his work were published in the Ladies Home Journal and The Craftsman magazines.

Builder: William C. Crowell, a well-known local builder during the first half of this century.

First Owner: Emma B. Childs. Mrs. Childs was the widow of George W. Childs, the editor of The Philadelphia Ledger and a noted philanthropist. She had previously wintered in Pasadena and decided, in January 1903, to make her permanent home here. From Don C. Porter she purchased 2 ½ acres at the southwest corner of Buena Vista and Meridian, along which the property stretched 597 feet. Evidently she first commissioned architect Frederick Roehrig to design her house, but later switched to Buchanan. She occupied her new home in the summer of 1904 and, in the spirit of her generous husband, treated all who worked on her house to a day in Long Beach (see the attached newsclipping).

Cost To Build: \$25,000, according to news reports of the time--an incredible amount of money in 1903!

Original Building Permit: The original building permit no longer exists. However, copies of several announcements pertaining to the construction of the house are attached. The house was to be three stories and have between 25 and 30 rooms (not counting bathrooms and halls) and was

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to be constructed of brick, half-timbering, and shingles. Extensive porches and verandas were planned. The interior was to have oak floors, stairways and panels (in the dining room), beamed ceilings, and plate glass windows. There was also to be pressed-brick fireplaces and built-in buffets and bookcases. An elevator was to service all floors, including the basement. The grounds were to be "elaborately terraced".

Other Building Permits On File: The house remains virtually unchanged from its original design. A permit for \$1,200 in unspecified alterations was issued in 1912. In June 1931 a permit was issued for a new garage and alterations to the house to cost \$3,000. The owner acted as his own designer/builder. A new two-car garage of 360 square feet was constructed in December 1945 at a cost of \$1,000. Due to damage from the 1971 earthquake, in March of that year six of ten fireplaces and two chimneys were removed and covered with shingles at a cost of \$1,232. The entire house was re-roofed with composition shingles in April 1978 at a cost of \$5,200.

Assessor's Records: The Los Angeles County Assessor visited the property sometime after 1910 (the date is obscured on the field record) and found a single residence with concrete foundation, gabled roof made of shingles, and ornamental brick and stone trimmings. Heating was supplied by 10 coal fireplaces and two Rudd furnaces. There were 19 plumbing fixtures. Interior finishes were plain and stock. Four bookcases were built-in. The Assessor commented on there being "lots of hardwood and a swimming pool--very expensive."

The Assessor estimated the square footage at 13,902. The basement contained seven storage rooms. The first floor had seven living rooms and one kitchen. The second floor had three living rooms, seven bedrooms, and four bathrooms. There were four bedrooms, one bathroom, and two storage rooms on the third floor.

Please see the attached copies of the Assessor's field records.

Other Owners and Residents: In 1910, Mrs. Childs moved from her home to a smaller house on Arlington Drive, also designed by Buchanan (now demolished). The next owner was Jared Sidney Torrance (1852-1921), a New York native and Yale graduate and, since 1887, one of Southern California's most well-known and successful businessmen. Among other pursuits, he founded the City of Torrance, served as director of over 140 business enterprises, including banks and oil and communication companies, and gave generously to hospitals and libraries. Mr. Torrance, then a widower, lived in the Buena Vista house with his mother Mary. Then, in 1914, he married his second wife, Helena Childs—a relative, by marriage, of the woman who first built the house. Please see the attached biographical material that also include descriptions of the South Pasadena residence.

Although Mr. Torrance died in 1921, his family retained ownership of the property until 1931 when it was sold to the Right Reverend W. Bertrand Stevens (1884-1947), bishop of the Los Angeles Diocese of the Episcopal Church, and his wife Violet Bond Stevens. Please see the attached biographical material on this well-respected clergyman.

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By the mid-1950s, Alan W. and Lasca Hazelton were the owners. Mr. Hazelton was in the import-export business. Elizabeth Winter became the next owner, in the mid-1960s.

Notes: In 1912, Jared Torrance subdivided off the southernmost part of his estate, building a house there (now 555 Meridian) for \$7,000. Further lot splits occurred in 1956 and 1962, when 525 and 515 Meridian were built, respectively. These last subdivisions evidently retained the original brick walls and steps that once graced the grounds of the Childs estate.

Photographs of the house and its gardens appeared in several early publications. One of the most splendid was published in the Tournament of Roses edition of the <u>Pasadena Star</u> in 1906, a copy of which is attached.

Significance: This property is listed on the Historical Resources Survey of South Pasadena, conducted in 1994. It is also potentially eligible for the National Register of Historic Places due to its magnificent design, its contribution to the historic and architectural context of the neighborhood, and its association with both a noted architect and with a regionally significant historical figure, Jared Torrance.

Sources:

Los Angeles County Assessor (Pasadena field office)
City of Pasadena, Planning Dept., Design & Historic Preservation Section (Archives)
Pasadena Public Library (Centennial Room)
Pasadena Historical Museum (Library & Archives)
South Pasadena City Building Department
South Pasadena Public Library

Gebhard, David and Robert Winter. Los Angeles: An Architectural Guide. Salt Lake City, Gibbs-Smith, 1994.

McAlester, Virginia and Lee. A Field Guide to American Houses. New York, Knopf, 1984.

Shanahan, Dennis F. <u>Historic Torrance: A Pictorial History Of Torrance California</u>. Redondo Beach, Legends Press, 1984.

City Directories: 1903-

Pasadena Daily News: January 8, 1903; New Year's Number: January 1, 1909.

Pasadena News: May 23, 1903; December 17, 1903. Pasadena Star: April 21, 1903; August 30, 1904;

Tournament of Roses edition: January 1, 1906; September 1, 1915.

Pasadena Star-News: March 30, 1921; August 23, 1947.

Tim Gregory
The Building Biographer
P.O. Box 186
Altadena, CA 91003-0186
818-403-0437
e-mail: timpgregory@msn.com

August 1997

Last Saturday Mrs. G. W. Childs of Philadelphia, who spent the winter in this city, was in South Pasadena supervising the preliminary work of building a residence on the property she lately bought at the corner of Meridian Ave. and Buena Vista Street. It is expected that the house will be ready for occupancy next fall.

Pasadena Star, April 21, 1903

MRS. G. W. CHILLES
NEW RESIDENCE

PLANS ARE BEING MODIFIED

Lifest Architects Are Being Kept Busy Designing Many New Lines and Attroctive Illiman

Architect C. W. Buckman is cornmeding the movined gauge for the page
"blood medicance for size. George: W.
Chilas, of Palatatoping to be started on
the corner of Thema Visits street and
Meridian evenue. The building will be
estuarblat larger than the site originally planned and will contain between
themuselve and unity rooms acclusive
will be brick, hast thinker and shingle
will be brick, hast thinker and shingle
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are a special festure of the design. The
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basement to third theor will be in outbasement to third theor will be in outbasement to third theor will be in outbasement as third theor will be in outbasement as third theor will be in outbasement to third theor will be in outbase quality.

Pasadena News, December 17, 1903

"Any house building? Well, I should say so," remarked Architect G. W. Buchenest forcatally, "Working on plans for twenty new, flowe of the drawings are not completed yet, but an some, bids will be received next week."

Among the most notable houses to be erected this summer is that for Mrs. George Childs, wishes of the nored editor of the Philadelphia Ledger, Mr. Buchanan is now working an the plans. The house will contain twenty or more rooms had will be part frame and part old Edgisch brick. It is to be erected at the curner of Meridian and Duena Vista streets. South Passdona, in the midst, of most faborately terraced grounds. It will be provided with fine days noore said the plumbing and electrical work will be of the very best orderable. The exterior will be finited in the English half timber and will be most effective. The house will cost in the heighbor hand of \$15,000 and will be ready for the occupancy of Mrs. Childs next winter.

Pasadena News, May 23, 1903

MRS. GEO. CHILDS BUYS HOME SITE

AN ELEGANT LOT SELECTED

Architect and Landscape Gardener
Busy Drawing Plans For a Fine
Mansion and Grounds.

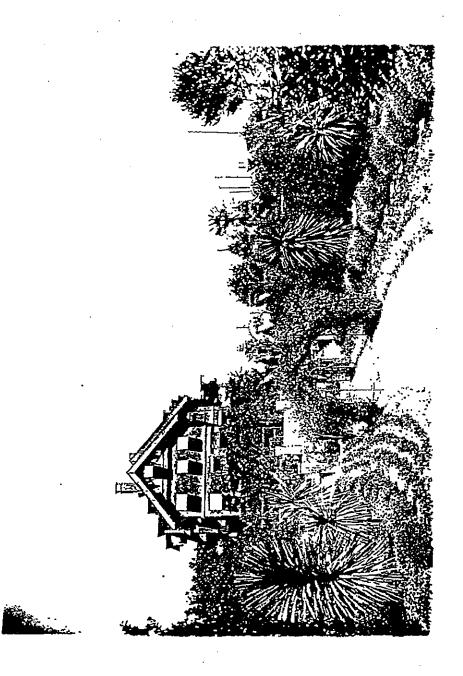
Mrs. George W. Childs, widow at the great Philaddiphia publisher and philanthropist, has bought a home alte here and will street a manufon thereon as soon as Architect F. L. O. Rowhrig can diaw the plans and Landscape Gardener Chisholm shall have drawn the plans for beautifying the grounds.

Mrs. Childs, through her, agents. Juhn McDonald & Co., has hought of Don C. Porter 187 feet on Bushan Vistastreet, by 587 feet on Maridian, heing southwest of that corner of those two streets. The tract is an elegant one, overlooking the Ben Cabriel Valley acress South, Panadron, and has a noith slope. War this tract is the home of Banker P. M. Green, L. Williams and the recently acquired tract of S. W. Allerton, the Chicago intillonaire.

This is Mrs. Childs' serond winter in Passdens. Last winter abe occupied. Tom Wotkyns' manelled us Houth Ornering Grove avenue, and this winter she has Bishop Johason's beautiful place on Orand avenue. Thus after two seasons of residence and of layest-tentions, Mrs. Childs have concluded to build her permanent home here and has selected a beautiful alts of about two and a hilf acres on which she will build her home teady for anximitation's occupation. Her industries to hobis of Francisca means much

Pasadena Daily News, January 8, 1903

"HILTON," RRSIDANCE OF MES. GRORGE W. CHILDS, SOUTH PASADENA



"California Homes" photo album, Vol. 65, Box XX, Pasadena Historical Museum



Two Views of the Beautiful Gardens of Mrs, Geo. W. Childs

Pasadena Daily News, New Year's Number, January 1, 1909

PICNIC OF ALL WORKMEN ON CHILDS' RESIDENCE

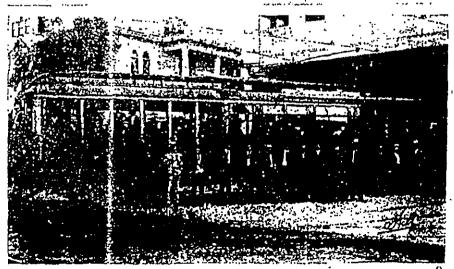
MRS GEORGE W CHIED: PAY TRIBUTE TO LATE HARRING THE GREAT ON ALTHROPIST, BY TREATING TO ANY COUNG ALL MYS HAVE BEEN FORGERNES IN EPERT ON INC. NEW PASADONA - ME EJOHN, M. MALDIN, TN. AS A JONALA THE THE DRIVE

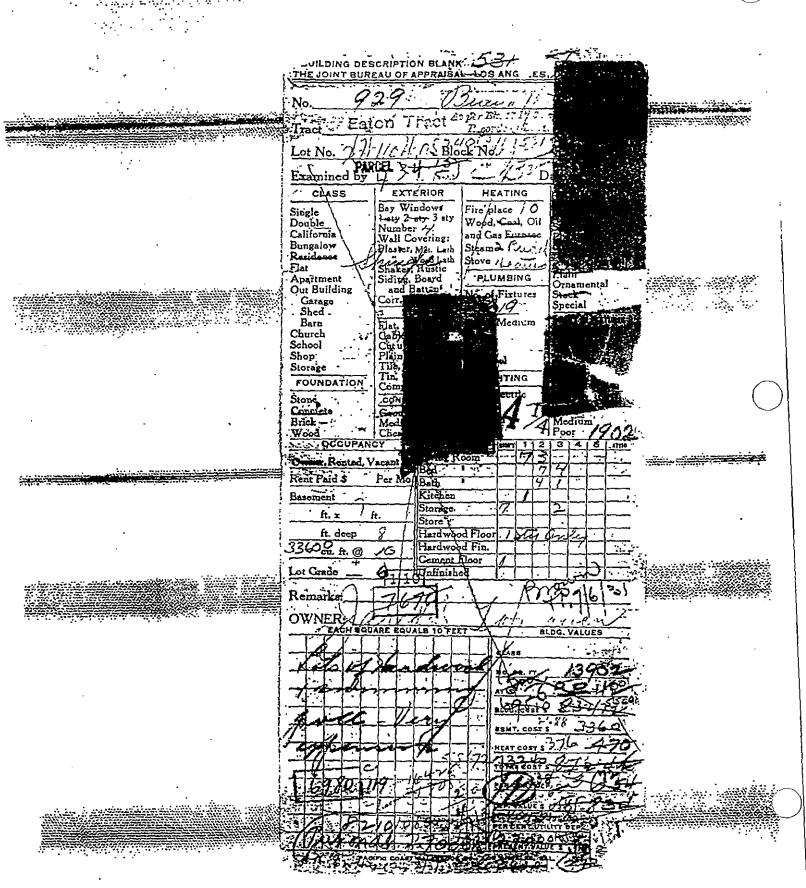
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Landmark Designation (2080-MIL)



In memory of George W. Childs, the selves. A specially prepared dinner friend of the workins man, last Sat. Was provided at Hotel Del Hore. The them the memory of the feedball in the last specially in the houses were free, for use and a relping fixed Wild-Fishing may was made a day of rest, section in any especially in the original to make the special to the specially in the trip wave. In sage especially in the special to the special to





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•	Single Double Residence	States Rustic Shakes, B&B Siding Shingle	Implotion Gas Furnace No. Pipes Units Gas Radioters	Gaiv. " " Trim-Tile. Plaster	
	California Dwelling	Wide Siding	Elec, riections	Trim-Tile, Plaster "Stane, Wood, Brk. Cornice Boxed	
·	Cottage Factory Warshouse	Knotty Pine Vertical Siding Plaster on Tile	Blower Furnace Floor Furnace Wall Heaters	INSIDE FINISH	
:	Church School	Asbestos Siding Brick Veneer	Ventilating Sys. Washed Air	Plaster Sand, Putty Interior Stucce Knotty Pine Ply-8d.	
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Jared Sidney Torrance, founder of the city of Torrance and a leader in the Greater Los Angeles business community during the last decade of the nineteenth century and the first two of the twentieth, was born in this house on August 3, 1852 in Gowanda, New York, a small town about 24 miles east of Buffalo in western New York State. The house was then opposite Gowanda's drinking establishment, the Eagle Tavern. COURTESY OF COWANDA HISTORICAL SOCIETY

This sketch of Jared Sidney Torrance seems to catch something of the genial, straightforward integrity of Torrance's founding father. With the straw hat he often wore and the bow tie fashionable in that period, he looks a little like Maurice Chevalier in Gigi. The city of Torrance has been consistently fortunate, not least in the character of the man who founded it. In an age of robber barons who took no heed of the public or the working man, he was an entrepreneurial capitalist of great probity who built Torrance, determined to improve the lifestyle of the town's ordinary citizens, the men who worked in the factories and shops, and their wives and children. There was tragedy but never a breath of scandal in his long life. He seemed as happy endowing ospitals, libraries, sanitoria and huseums as he was making the money in real estate, oil and other ventures that made his philanthropies possible. In addition to his thriving namesake city, his legacy includes a host of other Southern California institutions.

The incredible life and times of Jared Sidney Torrance

A small-town boy from western New York becomes a millionaire Southern California capitalist dreaming of a worker's paradise.

At the age of 59, when most men concern themselves with plans for retirement, Jared Sidney Torrance of South Pasadena was planning his grandest project — a new industrial city on the flatlands between Los Angeles and the harbor at San Pedro. It was an immense undertaking, expected to take years to complete and to cost more than the then-magnificent sum of seven

teenager. By 1912, he was a salesman with years of experience buying and selling real estate, a veteran at running a scenic railway and resort business, a member of the Los Angeles Stock Exchange well-versed in securities, and an oil company executive who knew how to organize, run, and finance corporate enterprises.

Landmark Designation



million dollars. Announced to the public on March 16, 1912, the new city was a pioneering venture that literally would put Torrance's name on the map of Los Angeles County.

Torrance already was a millionaire financier; a tall man with sparkling eyes and a prosperous paunch who moved quietly behind the scenes in the most influential circles in Los Angeles and Pasadena society and — like many security-conscious millionaires today — was reluctant to be photographed.

He was more than a little experienced in the three major ways of making big money in Southern California in those early days: real estate, oil and cartle. He had learned accounting and bookkeeping in childhood, and had begun to manage family businesses as a

Jared Sidney Torrance also was a strong family man who never hesitated to do business with a relative or friend, or set one up in position to forward and profit from one of his enterprises. He was a friendly, charming, socially prominent civic leader and philanthropist, a Yale man born in Gowanda, New York, a small town in western New York State. His family was prosperous and he seemed to take noblesse oblige seriously and liked to support hospitals, sanitariums, and libraries almost as much as he enjoyed the hearty give-and-take of negociating big business deals.

Torrance easily could have retired and lived comfortably on the fortune he'd accumulated during his first 25 years in Southern California, in the lovely South Pasadena mansion he'd moved into in 1910. That house, appraised at \$75,000



in 1921 — a great amount of money in those days — still stands at 929 Buena Vista Street.

A circular drive sweeps grandly up to the three-story, 33-room English-style nanor house with its substantial stone orches. Myriad mahogany chairs and tables, oil paintings, bronzes and other works of art were among the posh furnishings.

In the dining room, ten people could be served an elegant dinner at a long mahogany table set with expensive silver placesettings, two large silver candelabras, and two pairs of silver salt and pepper shakers. At tea time, an elegant fivepiece silver tea ser would be brought out. And whether it was simply a piece he liked, an indication of his cattle interests, some sly comment on bullheadedness or "shooting the buil," or even an expression of Torrance's own bullishness on every endeavor he undertook, a needlepoint depiction of a bull's head gazed from the wall above the diners.

Three bedrooms were set aside for the Torrances' live-in staff, which had a distinctly Scandinavian accent to it in 1917, when Miss Mary Larson was the cook and Miss Anna Lindsfors the housemaid.

Torrance's widowed mother, Mary Torrance, initially lived in her own home on South Orange Grove Avenue in Pasadena, but moved in with her son when he moved to the South Pasadena house. After Torrance, a widower, wed his second wife, however, Mary Torrance moved to a small flat at the Fremont Apartments on Fremont Avenue in South Pasadena, 11 blocks from her son's home.

The Torrances' neighbors on Buena Vista included prominent attorney Seward A. Simons and Republican State Senator Egbert G. Gates, who was in the cattle business, as was Torrance.

In 1916, four years after Jared Sidney Torrance founded the city of Torrance on the then-empty land between Los Angeles and San Pedro, he could still vividly recall the day he first set foot in the land of unlimited opportunity — Southern California; it was Independence Day, 1887.

His father, in ill health, had wintered in Southern California in 1886, Torrance recalled. "On his return in the spring of 1887, he gave such a glowing account of his trip, that in June following I made the journey to California via the Canadian Pacific and Coast routes, and arrived in Pasadena July 4, 1887."

It was a memorable day to arrive in Pasadena: A transcontinental railroad rate war was under-way, brought on by the completion of the second transcontinental rail line to Los Angeles — the Santa Fe — in 1885. The rate



That librarce family lived in three homesum base wheeluring Torrance's lifetime. The last, pictured here, was on a hill overlooking the town. Torrance was the second of six hildren born to Cyrenius Chapin Torrance and Mary (nee Curtis) Forrance. Torrance's father was an attorney, District Attorney of Erie County, New York and a businessman whose interests included lumber and grain mills. He sought to instill industriousness and basic business skills in his five sons and a daughter, so there were many chores for Torrance and his siblings. Due to an epidemic of diptheria after the Civil War, only Torrance, his sister Jennie, and his brother Lewis lived to adulthood. Even so, Torrance recalled a mostly happy childhood, marred only by his father's long and altimately fatal struggle with tuberculosis. COURTESY OF GOWANDA HISTORICAL SOCIETY

Already a young capitalist, Jared timey Torrance posed for this photo at the age of 11 in 1863. He was already selling fruits and vegetables throughout the nearby countryside om a horse-drawn wagon and was inployed, in those days before copy machines, in his father's law office copying documents and at the county courthouse taking notes on testimony in criminal cases prosecuted by Torrance's father. He also learned be wkeeping as a boy and traveled the region near his home buying corn and wheat for his father's flour mill. COURTESY OF GOWANDA HISTORICAL SOCIETY

About 1905, Torrance bought this house in Gowanda, New York, his hometown, and donated it to the city fathers for use as a public library. Torrance was a philanthropist whose major interests were libraries, museums and tuberculosis sanitaria. Torrance gathered 300 books from his own bookcase-lined living room and those of his friends and arranged for Isabel Henderson, his cousin, to open the rst public library in the front room her Torrance home. Torrance's will left money for libraries both in Torrance and Gowanda. COURTESY OF GOWANDA HISTORICAL SOCIETY

war with the Southern Pacific -- which established the first service to Los Angeles in 1876 - brought thousands of Easterners and Midwesterners into Southern California and started a frenzy of real estate sales that sent property values soaring and opened whole new towns, including Redondo Beach. July 4, 1887 was the first Independence Day celebrated in the newly incorporated city of Pasadena, and the city was determined to do the occasion up right. The Pasadena City Band played loudly, a cannon and other fireworks boomed, local dignitaries paraded in the streets, and a time-capsule cornerstone was laid at the Pasadena Public Library amid speeches about the great future of Southern California.

The Pasadena Union reported: "The day was ushered in at midnight of the third by the loud and startling report of an anvil battery and the bang of firecrackers, great and small. The sharp crack of revolvers continued until dawn when the music of ringing bells was added to the noisy but jubilant demonstrations."

After the band led a parade along Colorado Boulevard, a cornerstone was laid for the public library, and C.T. Hopkins, president of the Pasadena Library Society, made a speech in which he said: "With your aid this building will soon be the most striking ornament of our architecturally beautiful city, the

whitest and broadtsminantk feeignation civilization, the mds establishment of the any peculiar features that raise asadena above the average of Western settlements, and attract to us an immigration that for culture, intelligence and wealth has never yet so concentred in any new American town."

It is not certain from available records that Torrance was in the crowd that cheered Hopkins' remarks that day, but Hopkins' words certainly seem consistent with Torrance's later actions. He clearly was convinced of the importance of public libraries and in 1905 donated a house in which a library was established in Gowanda.

In 1913, he gathered three hundred books from his own private collection and those of his friends and stocked Torrance's first public library, which was run by a cousin, Isabel Henderson, in the front room of her Gramercy Street home. When Torrance died, his will offered a \$25,000 bequest to the Gowanda city fathers if they would match that amount and use the \$50,000 total to build a new library there. Despite that offer, it was not until the 1930s that Gowanda got a new library as a federal public works project, about the same time the Torrance library at 1345 Post Avenue — now the Torrance Historical Society Museum — was built, also as a federal project.



After looking around Southern California briefly during his first trip in 1887, Torrance later wrote, "I was not long in concluding to immediately dispose of my interests in the East, and make Pasadena my future home. Making a few real estate investments, I returned to Gowanda, and three months later became a Californian."

Not only was Torrance impressed by his first glimpse of California, but he had become less than satisfied with Gowanda. "I decided that a small village, with its lack of opportunity, and its over-supply of jealousies, was too narrow a field for my ambition," he said of his move to Pasadena, which listed only 1,072 residents in its city directory the year he arrived from Gowanda.

Torrance harbored a lingering fondness for Gowanda, however, "which was nestled in as smiling a valley as nature ever fashioned," he said. It was there that he chose to be buried in the family cemetery. It was in Gowanda, after all, that Torrance began to learn the attitudes and skills that would enable him to become a prominent millionaite, Southern California capitalist and philanthropist of broad-ranging interests, a man who would serve on more than 140 corporate boards of directors, helping to guide major companies dealing in oil, land, electricity, transportation, banking, securities, water, steel, industrial rools, construction and other goods and services. It was Southern

California, however, that provided him with the widest possible opportunities to exercise his full range of entrepreneurial talents.

Interestingly, Torrance's most-enjoyed business deal was not a major coup of adult acumen, but a boyhood experience buying and selling apples around Gowanda. The apple deal, he recalled in 1916, was the second business deal of his career. His first, at the age of 13 or 14, was buying a house and lot at a sheriff's sale for seven hundred dollars, fixing it up and selling it for a profit.

The apple purchase, though, he seemed to think, was more interesting. "Returning from Springville and other towns where I had been selling flour (from my father's mill), I passed the orchard and home of an old farmer named Tracy Burnap. He was big, corpulent and crafty, and disliked by everybody. His orchard hung with fine-looking, medium-sized red apples. It occurred to me that I could buy the fruit and have our team haul empty barrels up, on top of the barrels of flour—and packed apple barrels back—thus loading both ways.

"I closed a bargain with him, making a payment down and taking a receipt which recited the terms of the deal. I was a little dismayed, a few days later, when I learned that Burnap was bragging how he had worsted young Torrance in a deal by selling to him his

orchard of Grindstones (the name giver to a hard, juiceless variety of apple which was rather despised by apple buyers) at a good round figure.

"But that season proved an unusual one. The apple crop was short — and red apples were red apples. The price ruled abnormally high, and I made a big profit on the deal, and I think Burnap never heard the last of the taunts of his neighbors at having let a little 15-year-old town boy get the better of him in trade."

Torrance was born on August 3, 1852 at Gowanda, a small rown about 24 miles east of Buffalo in the foothills of the Allegheny Mountains, actually two townships astride the Erie and Cattaraugus county lines, divided by a creek running through the middle. The family home, at the time he was born, was on Buffalo Street in Gowanda, opposite the Eagle Tavern.

Torrance's great-grandfather was an Irish Protestant who emigrated from Ireland to a farm in Vermont about the middle of the eighteenth century.

Torrance's grandfather was a woolen manufacturer.

Jared Sidney Torrance was the second son of Cyrenius Chapin Torrance and Mary (nee Curtis) Torrance, who were married October 21, 1851, when Cyrenius was 26 and Mary was 20. Though Mary Torrance had six children



Jared Sidney Torrance came to Southern California from New York in 1887. As director of the Rubio Canyon Land and Water Association, which provided the water supply necessary to develop Altadena, he had dealings with Professor Thaddeus S.C. Lowe, who founded the Mount Lowe Electric Railway Co. The railway ran up Rubio Canyon and thence to the top of Echo Mountain, where Lowe built the resort popularly known as Mount Lowe. Lowe's resort on Echo Mountain included Echo Mountain House, the Chalet Hotel, a giant searchlight and an observatory. Professor Lowe ran into financial difficulties despite the hoopla with which he ran the resort, and in 1897, a judge appointed Torrance the sole receiver in the bankruptcy of the resort. Torrance, seen on Echo Mountain in this photograph, spent two years there improving the line, obtaining Congressional legislation to clear up a legal tangle over property ownership, refinancing the company's long-term debt and converting Mount Love from a playground for the rich to an accessible, inexpensive place for family outings and picnics.

— five boys and a girl — rural life was hard and modern lifesaving medical techniques were then unknown. Only Jared Sidney, his younger brother Lewis Curtis Torrance and sister Jennie lived to adulthood. Lewis was born October 21, 1855, while Jennie was born June 1, 1866.

Another brother, Addison Torrance, was born on December 14, 1859 and died of croup — according to an 1865 census compiled by the state of New York — on November 5, 1864, before his sixth birthday. The eldest brother, Clarence, was born in early 1851 and died of diptheria on February 14, 1865 at the age of 14, during an epidemic that swept the nation at the close of the Civil War. Cyrenius Chapin Torrance was born on June 25, 1864 and was less than eight months old when he died five days after Clarence, on February 19, 1865, also of diptheria, according to that New York census. Though there was much death in his family - later Torrance's first wife and both his sons would die prematutely - the death of Clarence is the only one mentioned specifically in his 1916 reminiscences, perhaps an indication of how very hard the passing of his older brother hit him.

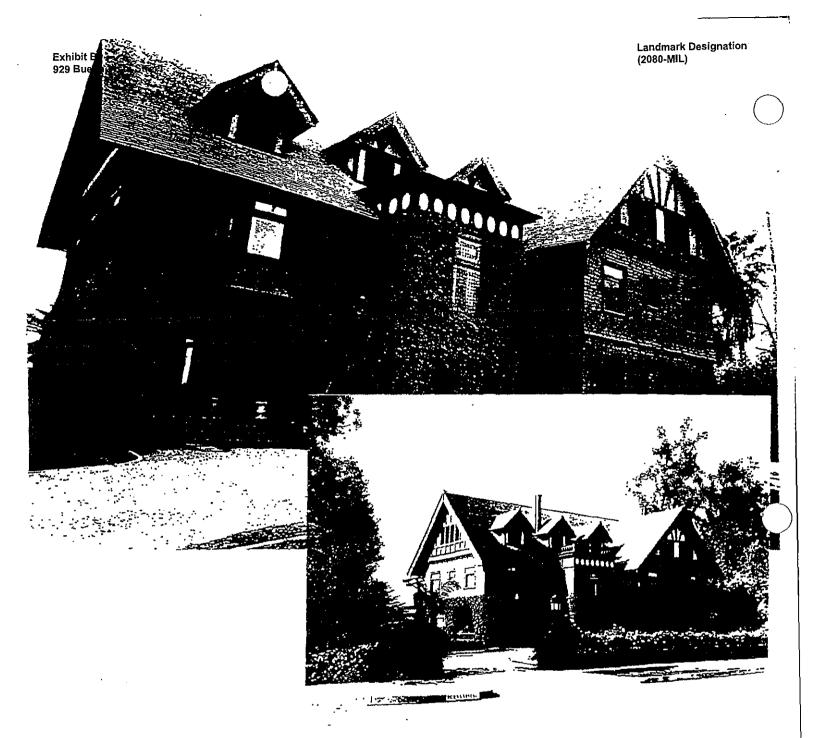
"We were a happy family — lived exceedingly well — were generally prosperous — our happiness being marred only by Father's ill health," Torrance recalled.

Torrance's father was an attorney who was elected District Attorney of Erie County during the Civil War years of 1961-64. He hired as his young assistant Grover Cleveland, who later became the only man to serve two nonconsecutive terms as President of the United States and thus is known as both the twentysecond and twenty-fourth President. Cyrenius Torrance later also made an unsuccessful bid for the New York State Senate on the Democratic ricket, and served as an Erie County Supervisor from Collins township - the Erie County half of Gowanda - from 1879 to 1881, though the voters of his township were predominately Republican.

The History of Cattaraugus County, published in 1893, describes Cyrenius Torrance as "a man of intense activity, great pertinacity and strength of will combined with keen intelligence, and in the practice of his profession ... a foeman whose steel was always to be dreaded. He was a tireless worker, a hard student, and thoroughly prepared all his cases."

In 1916, Jared Sidney Torrance wrote a brief autobiography focusing on his business career, but also touching upon more intimate aspects of his life. In that work, he remembered his father as a lawyer who, "in my early youth ... became interested in farming, and later in milling, lumber and real estate. He was naturally industrious, and always ambitious. He believed in the idea that





it was wise to cultivate the habit of industry in boys, and likewise, by loading them with responsibilities, to teach them self-tellance.

"The winter following my sixth birthday, I was made to care for and feed a flock of about an hundred sheep," Torrance recalled, and on weekends that same fall and winter, with his brother Clarence, "I hauled all our firewood from the Camaraugus Indian Reservation, four muss or more away."

Incidentally, also, I fed and cared for the pigs and poultry. Father always had the of the best vegetable gardens in the village, and we boys did the greater part at the work.

18 -54

"In 1860 he purchased a home much larger, and more presentious than the one we had previously occupied. There we boys raised vegetables for the market as well as for our family, and peddled fruits and peas and other truck over the country, going, with a faithful old horse and wagon, as far as Ellizottville — 26 miles over a hilly, rugged road. I was then only eight years old.

"We went regularly to school, but early and late we were given our regular and special tasks. Each season we placed in the cellar an hundred or more bushels of apples, a few barrels of order, and quantities of whiter vegetables.

"As a boy I excelled in permanship.

Landmark Designation (2080-MIL)

Exhibit B 929 Buena Vista Street Jared Sidney Torrance, a 59-year-old widower whose two sons had died in childhood, lived in this sprawling mansion in South Pasadena in 1911 when he began to plan his crowning achievement, the creation of the new industrial town of Torrance. The grand house, with a sweeping circular drive, an indoor swimming pool, quarters for three live-in servants and other amenities, was acquired by the Bishop of the Los Angeles Dioceses of the Episcopal Church after Torrance's death. It is popularly known to South Pasadenans as "the Bishop Stevens house." Many features of the house show Torrance's interests, including his years as an owner of the Pasadena Electric Co. and his fascination with the then-novel electrical equipment of his day, his appreciation for and active participation in water companies that served his hometown in New York, and opened to development such Southern California places as disparate as the San Fernando Valley, Altadena and Torrance itself, his close ties with his cousin, Isabel Henderson, and perhaps even his early role in the Pasadena Tournament of Roses. PHOTO BY WM. FRIDRICH

That the Torrance house's exterior is virtually unchanged since this photograph was taken in about 1912 seems clear. Two chimneys seen in this picture were the major casualties the house suffered during the 1971 Sylmar earthquake. Ivy vines have climbed up to engulf the second story of the grand staircase area in the middle of the facade. But the house was well-built and reportedly has never even been reshingled on the sides, though the roof was resurfaced to keep out the ravages of nearly three quarters of a century of occasionally inclement weather.

Torrance's sister, Jennie Welch, is seen gathering blossoms in the extensive gardens that in 1912 tretched behind the house, alive with ink foxgloves and other flowers. The grounds behind the house have since been subdivided. Two additional large, stately, modern homes have been built below the Torrance mansion. The Pasadena Freeway passes just below those houses.

During school vacations, and especially on rainy days, I was sent to the law office and copied papers — typewriters then being unknown. I could write an hundred folios, or ten thousand words in a day. Partly, I suppose, because he had a partner in the law business, and partly to encourage me in thrift and saving, I was paid the regular price of two cents per folio for that work. We were given a certain percentage of our fruit and vegetable sales, and therefore in early childhood, we boys became capitalists."

While his father was Erie County District Attorney, Torrance recalled, he "occasionally accompanied" him to his office in Buffalo, less than 30 miles from Gowanda. "I frequently took the notes of testimony in criminal cases being prosecuted by Father and Mr. Cleveland."

But Torrance remembered his father's Buffalo headquarters as "a dark, dingy, ill-ventilated courtroom" and believed that "the long hours and arduous duties of his office in a polluted atmosphere cost my father his health."

Cyrenius Torrance suffered from respiratory problems for many years and died of tuberculosis on April 1, 1888 in Gowanda at the age of 62. Perhaps because this disease provided the main source of unhappiness in his family during his childhood, Jared Sidney Torrance later served on the boards of

two tuberculosis treatment facilities in the Greater Los Angeles area and made significant contributions to their coffers. Perhaps not coincidentally, his own death was attributed to a respiratory ailment — pneumonia.

At the end of the Civil War, Torrance recalled, his father and a business partner bought a flour mill in Gowanda, a sawmill and some timberland near Collins, New York, and opened a lumberyard in Gowanda.

Torrance, then only 13 or 14, traveled to Buffalo, Dunkirk and Toledo to buy corn and wheat for the flour mill. One grain dealer in particular, he recalled, was "quite surprised to have a boy of my years negotiate the purchase of grain" from him.

"I did practically all the buying, kept the books and paid the bills — out of school hours.

"That boys should acquire the ability to keep books was a hobby of my father and a legacy in his will gave the village school district (in Gowanda) a considerable sum of money, the interest upon which was to be given as a prize in books to scholars who excelled in certain studies, naming bookkeeping especially.

"Following the close of the Civil War," Torrance also recalled, "the price of dairy cheese was high, and the



Torrance had extensive holdings and interests in developments in other communities, but for relaxation in a rural setting, he would visit his ranch in Chino. Family members are informally seated on the front steps of the modest ranch house in this photograph which was probably taken in late 1912 or early 1913. He was especially busy then, of course. His new industrial city in the South Bay was becoming a reality.

Elizabeth Winter, the present owner of Torrance's South Pasadena house, acquired it from her sister during the 1960s, and is only the third owner since Torrance lived there and died there 63 years ago. She is shown on the terrace of the house near the spot where Torrance was photographed in 1912, and is holding the original photo of him. Ms. Winter graciously opened her home to the authors.

Jared Sidney Torrance disliked being photographed, so this shot of him on the terrace of his South Pasadena home on Christmas Day, 1912, is a rare full-length portrait. The picture apparently was taken by his cousin, Isabel Henderson, who was a houseguest there at the time, and whose shadow intrudes into the late-afternoon scene. The Union Tool Coplant in Torrance was already operational and the town of Torrance had begun to rise that Christmas.



the Class of 1874, and stayed with that class two years. He was a popular student, elected president of his class both years. He also was secretary and treasurer of the Sheffield Baseball Club during his first year and president of that club the second year. According to Yale records, he also was a member of the Sheffield Glee Club for two years.

In 1873, he withdrew from school for one year to return home and manage family business interests during a business panic and a severe phase of his father's continuing illness. But in 1874 he was able to return to Yale for his final year and served on the Senior Class Supper Committee of the Class of 1875. Torrance recalled in his autobiography: "I was graduated in (June) 1875 — without honors — I never took a prize in my life, but with the record of successfully passing every examination from entrance to exit — without a condition."

Torrance returned to Gowanda after graduation and tended his ailing father's businesses until early 1876. Then, with his father encouraging him to study law as he had done, Torrance heeded the call of the West again. He returned to Chicago, where he worked as a clerk and studied law with the legal firm of Clarkson & Van Schaack.

"My work was interesting, but so burdensome that I had to do my reading at night, with the result that in September, 1876, my own health was so impaired that I accepted an offer to go to Stralsund, Prussia, for a wealthy German family — and tutor their young boys who were there in school, my duties being, however, very light and very agreeable. I was glast 6150, to

quit the law, as I found the task of fighting out other people's quarrels very distasteful.

"I remained in Stralsund, excepting for frequent intervals spent in travel, until early 1878, when I journeyed to Paris, saw the Exposition, and finally in June of the same year returned to Gowanda,"

Torrance said his father bought a new house, with fifty acres of meadow, pasture and orchard overlooking Gowanda. The house had been owned by an unpopular man who became an extensive owner of farm properties in the vicinity by foreclosing on mortgages. There reportedly were no banks in Gowanda in those days, and in modern times an old secret passage has been discovered from the main bedroom in that house to a secret cellar under a nearby coach barn. Some investigators have speculated that the original owner may have hidden his wealth in that cellar, though it is not known if the Torrance family was aware of the secret passage, or what use -- if any -- they put it to.

While living with his parents again in this house, Torrance bought 1,200 acres of timberland. When a railroad construction boom doubled the price of railroad ties, he made a good profit. Torrance added that the work of supervising the cutting of the timber was good for him in other ways, too. "In the outdoor life I became strong."

Torrance then made secret cellars in the vicinity more or less obsolete by organizing the Bank of Gowanda — "the first corporation with which I was connected" — and later the Bank of Cattaraugus and the Bank of Springville.

He also built thirty of more houses in. Gowanda, In 1882, he added an operatiouse and a brick block of stores to the village.

Additionally, he proposed a municipal water company, but "the question was put to a vote of the people and through the influence of the nonprogressive element and aided by a number of men who were more or less jealous of mulactivines, the project was defeated."

A Torrance proposal to install five hydrants in the village also was defeated at the polls. "I had anticipated these negative votes," Torrance said, "but the contest was more bitter than I had thought possible."

Undeterred, however, he then installed three demonstration hydrants in the village square and arranged a contest "between our gravity system for fire protection and the Silby fire apparatus which the enemies of the water scheme had meanwhile induced the village to purchase."

After a fire department parade gathered a crowd in the square one afternoon, a signal was given for crews to spring into

action with both kinds of equipment.

"One hose company was flooding the public square with six streams over a hundred feet in the air from our gravity system several minutes before a steamer got into action with a single stream," Torrance recalled with some satisfaction years later. "The enemy was put completely to rout, and the village forthwith woted an appropriation for fire hydrants, and I and my associates were vindicated."

Soon after this contest. Torrance discovered the possibilities of Southern California during one of its biggest real estate booms and moved to Pasadena. His brother, Lewis, accompanied him and they formed a partnership to buy and self real estate in the Golden State.

They arrived in 1887, the year in which Los Angeles — which still had no paved streets — opened its first public high school, the year the influential California Club was founded. It was the year before the Los Angeles Chamber of Commerce was chartered, the year before South Pasadena incorporated, the year before Charles Lummis formed the Association for the Preservation of the



In the family living room on the first floor of the South Pasadena Torrance house, Torrance's sister, Jennie Welch, and his mother, Mary Curtis Torrance, relaxed in 1912 amid mahoghany furniture, Persian rugs, paintings and objet d'art. Note the extensive built-in bookcases and the upright telephone on top of the bookcase immediately behind Mrs. Welch.

dairymen farmers could feed their c corn meal at a profit — and our sale, over a certain period of the year would average well towards a thousand dollars a day."

Lest you think all teenaged runaways become ne'er-do-wells in later life; at 15 Torrance, too, ran away from home.

"In the latter part of 1868, I became restless and dissatisfied, and one day becoming displeased at some slight criticism from my father, I remarked that I was quite competent to support myself — gathered together my accumulations, a few hundred dollars — and left home. I had always wanted to see the West, and therefore purchased a ticket for Chicago."

There he found a job as a bookkeeper, though "times were dull and places (jobs) hard to find." He worked for Tribbals, Shirk & Whitehead, a wholesale stove firm. The boss was a "fine old gentleman with side whiskers — a Methodist who looked the part," who was surprised at how young Torrance was, but impressed with him all the more.

"Well, my boy, I like the way you talk." the old man told him during the preemployment interview. "You write a good letter. It is not a crime to be young."

Finding the company's books "untidy," the young Torrance asked for and was allowed the privilege of opening new ones. "My books were models of neatness, accurately kept, encompassing a business of over a million dollars annually."

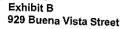
Within a few weeks, the old gentleman again remarked that "youth is not a crime," told Torrance he was doing a good job and gave him the then-princely salary of fifteen hundred dollars per year. Torrance continued to work for him until early 1870, when his mother and a family friend in Chicago "induced me to return home and complete my education."

After returning from Chicago, "I attended school at Suspension Bridge, during the spring term of 1870, but finding its military features distasteful, I prepared for college during the following school year at Homer Academy in Courtland County, New York."

He entered Sheffield Scientific School at Yale University in the fall of 1871 with



18 -58



The close relationship between Jared, Sidney Torrance and his cousin, Isabel enderson, who founded the Torrance Public Library and was sent to the fledgling modern industrial city by Torrance to encourage the cultural and social life of the city, seems clear in this blowup of the guide to fuses. It is still on the door of the third-floor fuse box of Torrance's South Pasadena home. One is clearly designated as controlling "Mrs. H's room."

Landmark Designation (2080-MIL) OFFIETE POOM kis, in den high light fro. i.s. Circuit # Skt. main hall head of ceiling rear hall hat. north wall butlers roo

Missions which would later become the Landmarks Club. Torrance eventually would move to South Pasadena, and would be active in the California Club, the Chamber, and the Landmarks Club.

The first electric lights arrived in Los Angeles five years before Torrance did. By 1886 the system had more than one thousand subscribers. The City of Angels was in the midst of a decade during which it grew from 11,183 residents in 1880 to 50,395 in 1890.

Within a few years, Jared Sidney Torrance left his partnership with his brother and formed another with W.D. McGilvray. The firm of McGilvray & Torrance sold real estate and insurance and specialized in property in Altadena, then a wealthy and fashionable suburb north of Pasadena. An 1893 publication of the Pasadena Board of Trade said of McGilvray & Togang of The members

of the firm are young men of high social standing and are each imbued with thorough business principles and sterling probity of character."

Torrance and his brother bought controlling interest in the stock of the Pasadena Electric Light & Power Co. in 1888. Torrance served as vice president and secretary of Pasadena Electric and his brother managed that business and a related one, the Electric Supply & Fixture Co.

The latter firm, run in partnership with William Boorman, did electrical contracting and sold gas and electric fixtures. In 1898, the Torrances sold their interests in Pasadena Electric to what became the Southern California Edison Co., and the Pasadena operation was merged into the larger company the

following year. Subsequently, Torrance served as a vice president of the Edison Co.

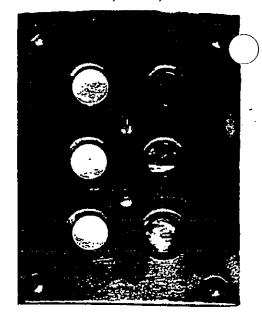
During the period from 1887 to 1910, Torrance was listed in Pasadena city directories as living at three different addresses on South Grand Avenue, including one house his brother had previously occupied. One house has been razed and replaced by a modern building. So has the place across the street, where Torrance's second wife, Helena Childs, lived with her husband Frank Childs, who managed the Arroyo Vista Hotel in Pasadena until his death about 1900. His widow, a leader of Pasadena society, became Torrance's wife in 1914.

But first, on February 13, 1889, Torrance married Annie Laurie Fowler in Pasadena. He was 37, she was 23 the same age as Torrance's sister, Jennie. Annie Fowler was the daughter of John and Augusta (nee Childs) Fowler of Oakland, and bore Torrance his only children. Jared Sidney Torrance, Jr. was born March 16, 1890 in Gowanda and died September 21 that same year in Gowanda. Their second son, John Fowler Torrance, was born in Gowanda on July 14, 1891 and died April 4, 1900 in an elevator accident in Pasadena at the age of eight.

After their wedding in 1889, Mr. and Mrs. Torrance left for San Francisco, the *Pasadena Union* reported, "where they will take a steamer for New York City via Cape Horn."

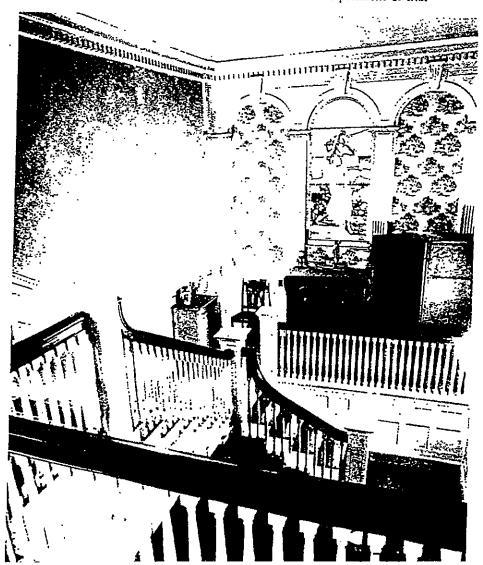
Mrs. Torrance died little more than four years later, on April 12, 1893. She was buried in the Torrance family plot in Pine Hill Cemetery in Gowanda. Her husband later also was laid to rest there, though his second wife was not.

In 1892, Torrance became a director of the Rubio Canyon Land & Water Association, which provided a water supply to Altadena, where Torrance actively sold real estate at that time. Torrance was president of that



The grand staircase in the Torrance house rose from a large hallway near the front door of the house. It was illuminated by both electric light and a large stained-glass window depicting a classical water-bearing maid. This central figure seems particularly appropriate in view of Torrance's creation of a water company in Gowanda, New York and his efforts there to promote fire hydrants for the town. He also was a director of water companies which provided the liquid vital to the development of Altadena, Ventura, Chino and Fontana and was instrumental in the creation of the Dominguez Water Co. Torrance was a developer and financier who demonstrated a keen insight into the importance of reliable water supplies to develop Southern California real estate.

PHOTO BY WM. FRIDRICH



Torrance and his brother Lewis owned the Pasadena Electric Co. for more than a decade at the end of the aineteenth century. Torrance later secame a director of the Southern california Edison Co. His enthusiasm for things electrical can be seen throughout his house, including a master switch panel in the living room from which he could control lights throughout the house, and switches like this one next to the stairwell. It allowed anyone walking up or down the stairs to turn the lights on or off 25 needed, so they need never be in the dark as they climbed the stairs. PHOTO BY WM. FRIDRICH

The artist and the model who posed for this window in the stairwell of Torrance's South Pasadena home are no longer remembered, but the beautiful result of their collaboration lingers on. It is even more fully appreciated when seen in color. Torrance's home was an elegant one befitting his status as a wealthy member of the elite of Southern alifornia, who traveled between their offices and exclusive clubs in Los Angeles and their homes in Pasadena and South Pasadena, and shaped Greater Los Angeles and all of Southern California in their most formative years. PHOTO BY WM. FRIDRICH



association and throughout his life displayed acute awareness of the vitarole water plays in the life of any community. Through Rubio Canyon, Torrance had dealings with Professor Thaddeus S.C. Lowe, who founded the Mount Lowe Electric Railway Co. to serve a resort Lowe built on the San Gabriel Mountains in the Angeles National Forest behind Pasadena.

The scenic railway began running up Rubio Canyon on June 29, 1893 to Rubio Pavilion at the 2,200-foot level. On July 4, 1893, stair-stepped cars running up a steeper incline began regular trips from Rubio to the top of Echo Mountain at 3,500 feet. There, the Chalet Hotel, Echo Mountain House, a giant searchlight that had been featured at two world's fairs and Professor Lowe's astronomical observatory comprised a complex of buildings painted white and thus called "the White City." Tourists could take meals and lodging there or traverse via another narrow gauge railway from the White City around 127 curves and over 18 trestles to the Alpine Tavern.

The year Mount Lowe opened was a year of financial collapse in Southern California. Four area banks closed in insolvency, and Professor Lowe soon ran into financial difficulties, too. Creditors, including Torrance, brought suit against him and in April, 1897, Torrance was listed as an officer and director of the Pasadena & Mount Lowe Railway, a corporation set up to take over Lowe's interests. On November 1, 1897, a judge appointed Torrance the sole receiver in the bankruptcy case.

Torrance promptly took charge, upgrading service to the public, improving the maintenance of facilities and equipment, and setting out to make the resort accessible to and inexpensive for family outings and picnics, abandoning Professor Lowe's original concept of Mount Lowe as a playground for the rich. Torrance cut fares in half, introduced excursion rates and refinanced the company's long-term debt. In 1899, he also successfully sought an Act of Congress to straighten out a legal tangle over property ownership at the resort. The legislation gave the company ownership of resort areas already developed, but provided only easements on federal land for the railway rights of way. Torrance's efforts during two years as receiver in charge of Mount Lowe, he recalled, involved "converting the enterprise into a paying proposition." He did that job so well

that on March 29, 1899, a month af Congress acted, the now-profitable resort was sold at auction.

"I resigned, reluctantly, of my own volition, but I was anxious to get into business for myself," Torrance said.

He summarized those two years on Echo Mountain as "exceedingly pleasant. The mountain air and scenery were a constant source of delight. The Echo Mountain House was an attractive hotel and I had the satisfaction of bringing the railroad out of bankruptcy into solvency, and it sold soon after to the Southern Pacific at a large figure."

Even more uplifting than the mountainclimbing railroad was one of Torrance's contributions to the development of Altadena. In 1902, he loaned a carriage house he owned for use as Altadena's first church, a nondenominational community church. He also made what were described as "substantial" contributions in 1911 to help Dr. Henry B. Stehman, a form Chicago resident, move his La Vina Sanitarium from its original site to a 240-acre vineyard above Altadena. The sanitarium was founded with the help c Torrance's friend and Pasadena neighbor, Dr. Norman Bridge, another ex-Chicagoan. Torrance served on the board of La Vina and reportedly donated the second cottage erected on the vineyard property.

Torrance also was active in many civicminded organizations in Pasadena, including the Valley Hunt Club. Founded in late 1888, for the first few years the activities of the club included riding to hounds across the nearby oper countryside. The last hunt was in 1893 and thereafter, the members turned instead to picnics and cotillions.

On January 1, 1890, the club held its



Torrance's South Pasadena house also was equipped with an electric bell system to summon his live-in servants from their living and working quarters. His staff included a cook and a housemaid, who had bedrooms and sitting rooms in a separate section of the second floor, and their own separate dining room on the first floor. The 33-room house had five entrances and an electric elevator.

PHOTO BY WM. FRIDRICH

The entry hall of the elegant Torrance home in South Pasadena adjoined this parlor, where Torrance must have done much socializing. None of the furniture in the house today is from the Torrance family, but the extensive built-in bookshelves, gas fireplaces and other fixtures are mostly unchanged. The ceiling of the parlor above is hand-painted with pink roses, possibly a subtle floral reference to the fact that Torrance served as vice president of the Valley Hunt Club in 1894 and was president of that club in 1895 and 1896. The Valley Hunt Club originated the Tournament of Roses Parade in 1890 and conducted the parade itself for the last time in 1895. Thus it was during Torrance's tenure as Valley Hunt President that the club decided the parade promoting the wonders of Pasadena and the Southern California climate had grown so large that a new, specially created organization should run it. PHOTO BY WM. FRIDRICH



first parade of flower-decorated carriages and sponsored an afternoon of public games to advertise the advantages of this city of 4,882 residents. Torrance was vice president of the club in 1894 and president for two terms. 1895 and 1896.

Eighteen hundred ninety-five was the last year the club conducted the Rose Parade. Members decided that the event had already grown so large and draw such large, enthusiastic crowds that it should be turned over to an agency specifically created to run it.

During Torrance's Valley Hunt Club presidency, he also laid out the first grif course in Pasadena, only a few years after the 1891 opening of the states first golf course in Ruyerside.

The Los Angeles Stock Exchange was founded in 1899. Terrance was a member of the exchange and held securities in the \$1.8.2.6.3.1 Market

establishment of that exchange.

In 1916, he listed 104 California corporations in which he recalled having been involved. He was president of 23, He was tide president of 16 companies, including the hand house of James H. Adams & Co., and firms involved in the development of Fontana.

While develoing Torrance, Jared Sidney Torrance, was president of Torrance, Marsonal & Torrance Land Co., Torrance Land & Improvement Co., Torrance Walter Light & Fower Co., and the first of the Co., and the first of the Co., and the first of the Co.

Throngs on as side president of the Biles Tradic Num Club, and a director of the Club of Los Angeles.

How are the analise in the

Exhibit B

929 Buena Vista Street founded on February 1, 1895 and opened March 1, 1895 in the Masor Temple building on Raymond Avenue in Pasadena. Torrance's neighbor and friend, Dr. Bridge, was a director of the bank. Torrance, Col. L.P. Hause and M.E. Wood built the Masonic building in 1894-95 at a cost of \$40,000.

Torrance also drew public notice in 1894 when the Los Angeles Daily Journal included his name on a list of 72 Pasadena-area residents whose real estate holdings in Los Angeles County were valued at more than \$10,000.

When Southern Pacific Railroad wanted to establish a direct rail link to Pasadena in 1895, they turned to prominent real estate man Jared Sidney Torrance to purchase the Colorado Boulevard site of the Pasadena depot.

Despite his father's fling in Democratic Party politics, and Torrance's acquaintance with President Grover Cleveland and other influential politicians, Torrance developed a reputation for being politically independent.

On February S, 1900, the California Legislature elected Republican Thomas R. Bard as a U.S. Senator from California. He served in that post until March 4, 1905. Jared Sidney Torrance, William R. Staats, Frederick H. Rindge, W.S. Botsford and John B. Miller formed a group in 1900 to buy out Bard's ownership of one-third of the stock of Union Oil Co. of California. The stock was held by United Stockholders Associates, with Torrance as president and chief spokesman for the minority stockholders group. Union Oil had been founded in 1890 by Lyman Stewart, who still ran the firm.

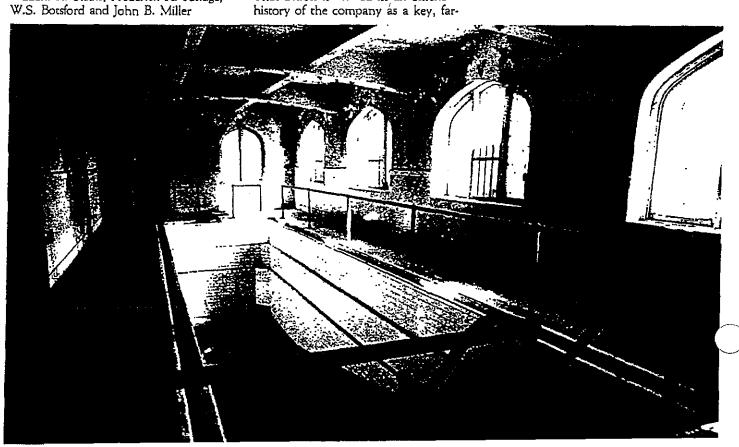
"I regarded the service of Lyman Stewart as worth more to Union Oil than all the other directors put together," Torrance once said. "He possessed courage that was almost unlimited; he knew every feature of the oil business—the drilling end, the territorial end, the marketing end. But I did not have much respect for his ability as a financier."

Torrance served as a vice president of Union Oil and also was president of a Union subsidiary, Union Annex Oil Co. Stewart, who apparently shared Torrance's judgment of his own ability as a financier, placed Torrance in charge of Union's finances in Los Angeles from 1900 to 1910. Shortly after he was placed in that position, the company's stock was doubled to ten million dollars in capital.

In 1901, Torrance and Botsford swayed the board of directors against Stewart's recommendation that Union join a syndicate of California fuel oil producers. That action is viewed in an official history of the company as a key, far-

Landmark Designation (2080-MIL)

The rear of the hillside Torranc house shows the indoor pool beneat the first-floor terrace and the sec floor windows of the family's liquarters. The view from the hous above the Arroyo Seco was apparentla a vast, open vista across the Sa: Gabriel Valley in Torrance's time. Now it includes the rooftops of Sout! Pasadena and communities beyond the Pasadena Freeway PHOTO BY WM. FRUDRICE





An indoor tile swimming pool vaguely reminiscent of the one at Hearst Castle was just below the rear of the Torrance house. It included changing rooms and showers. Details are in white marble or white tile, with stained-glass windows now in storage to prevent damage by vandals. Ms. Winter says the pool was so well constructed that it, too, is fully functional to this day.

PHOTO BY WM FRIDRICH

reaching decision to keep the firm independent of any outside organization.

As vice president of another Union Oil-controlled company formed in 1905, the Union Provident Co., Totrance helped Union Oil founder Lyman Stewart control enough stock to retain working control of the company despite large offerings of Union Oil stock to the general public.

Also in 1905. Union formed the Union Steamship Co., with Torrance as a director, to buy four tankers. In 1906, when the great earthquake and fire in San Francisco burned Union Oil's storage tanks and records there and delayed expansion of Union's Northern California plant, and again when a storage tank in Oregon biew up while an employee negligently inspected it with a lighted lantern, and vet again when a Panama pipeline the company built proved to be a white elephant, Torrance's finesse in the area of finance was a godsend to Union.

Torrance also was on the board of other Union-related firms. These included Union Tool Co., a manufacturer of oil well drilling equipment which later was to play a major role in the founding of the city of Torrance; the Outer Harbor Wharf & Dock Co., which helped to promote and build a terminal at San Pedro Harbor adequate to accommodate ocean-going steepest 65 Producers

Transportation Co., which built a pipeline to carry oil from the San Joaquin Valley to Port Harford in San Luis Obispo County, allowing Union to avoid the high rates charged by Southern Pacific to transport crude oil.

During a major Los Angeles building boom, 1902-1908, and particularly after the 1906 San Francisco earthquake led to stricter construction requirements, Torrance participated in development of a new central business district along Seventh Street, operating through his Seventh Street Development Co. and Seventh Street Fireproof Building Co.

At his death in 1921, he also still held major interests in the San Fernando Mission Land Co., a firm set up by wealthy businessmen in 1904 to buy 16,000 acres of land in the San Fernando Valley in anticipation of profits when Henry Huntington extended his trolley lines from downtown. Completion of the Owens Valley water project by the city of Los Angeles in 1913 and annexation of the valley into Los Angeles in 1915 opened the land to profitable development.

Some entirely different interests also claimed the attention of this indefatigable financier.

Charles F. Lummis, founder of the Southwest Museum for the Study of Indian Artifacts, and a colorful writer

Exhibit B

929 Buena Vista Street and public figure, opened a museum of sorts in the old Los Angeles Chamber of Commerce building on Broadway near Second Street in late 1903. In 1908, he asked Torrance to join his efforts to build a new museum facility.

"I am perfectly willing to be a voting member of the corporation," Torrance replied in an August 12, 1908 letter now in the museum's collection, "but I have so many demands upon my time that I am unwilling to be a candidate for any place upon any boards of directors, or of committees in the premises."

Before long, however, Torrance's resistance was worn down by Lummis' persistence. He became a member of the museum board, made donations totalling at least \$22,000 toward the construction of the museum building and gave his name to the building's main tower, still known as the Torrance Tower. By 1917, Torrance was president of the museum's board of directors, a post he held until his death four years later. On March 3, 1920, a 240-foot tunnel and 108-foot elevator opened, providing easy pedestrian access to the museum from nearby streets, thanks to a \$50,000 contribution made by Torrance and Dr. Bridge.

From 1911 until his death, Torrance also served on the board of the Barlow Sanitarium, a tuberculosis treatment facility that opened in September, 1903, next to Elysian Park in Chavez Ravine.

On June 6, 1914, Torrance married Helena Childs at his sister's home in San Francisco. Her parents were Daniel and Margaret (nee Reynolds) Heney of San Francisco. Torrance was 61, his bride 47. As he and his first wife had been, they were 14 years apart in age. Though Mrs. Childs had two children from her first marriage, she and Torrance had no children.

The newlyweds sailed from New York on June 20, 1914 for Southampton on the luxury liner Olympic of the White Star Line. The Olympic was a sister ship to the Titanic, and had some of the poshest first-class accommodations on the trans-Atlantic run at that time, including the first swimming pool ever on an oceanliner, a Turkish bath, an exercise room, large men-only smoking lounges, and dining and other public areas of utter opulence.

The Torrances planned a four-month

honeymoon in Europe, which would have placed them there in early August, 1914, at the outbreak of the first world war, but his 1916 recollections do not include an account of that experience.

Torrance's mother, Mary, died on February 11, 1916 at the age of 84, in Pasadena. Among the things she bequeathed to him was a packet of family letters, which sparked his interest in tracing his family tree. At his wife's urging, he soon began writing his autobiography.

In March, 1921, he was still working with researcher Louise Gardner on the text for The Descendents of Lewis Han and Anne Elliott, his book on his family history and genealogy which his wife published privately in 1923. Gardner was being paid ninety dollars per month for her help.

On March 7, 1921, Torrance revised his will, though the reason for the revisions and the nature of the changes are not known. Torrance had recently pledged \$5,000 to the Pasadena Hospital's (later the Huntington Memorial Hospital) building fund, and his will included money that helped to establish the Torrance Memorial Medical Center in Torrance. But when Torrance suddenly felt unwell himself, he apparently was unwilling to enter a hospital.

On March 9, 1921, Torrance had teeth and knee x-rays taken. His condition deteriorated. Beginning on the night of March 25, 1921, this energetic city builder and vital financial wizard languished at his South Pasadena home under the nightly vigil of a nurse, Miss Ada Wilson, engaged for six dollars per night to attend him at his bedside. She sat with him for only four nights before he died on the twenty-ninth. After his death, his physician, Frederick A. Speik of Los Angeles, billed the estate for 29 visits, apparently daily housecalls during the month of March. Torrance's death was listed as due to pneumonia.

His death came just three weeks before the April 19, 1921 election in which Torrance residents were expected to vote to incorporate the city of Torrance, Torrance's crowning achievement. And indeed they did so, giving a dramatically lopsided 355-to-11 vote of confidence to his great dream.

The Pasadena Star-News described Jared Sidney Torrance as "one of the leading financiers of the West" and noted that he was a director of "more than a score 18-66

This modest stone marks the spot in . the Pine Hill Cemetery near his hometown of Gowanda, New York where Jared Sidney Torrance's ashes were interred, though the year of his birth is incorrectly inscribed as 1853. Pine Hill also has the remains of his first wife, Annie Laurie Fowler, who died at 27; his son, Jared Sidney Torrance, Jr., who died at six months in 1890; and their second son, John Fowler Torrance, who died in 1900 at the age of eight. The cemetery was among the many recipients of bequests from Torrance's will. Torrance never lived in his namesake city in Southern California. Though he was an enthusiastic booster of Southern California, he turned to his family roots for a place to be buried. He could not have been buried in Torrance, California, either, since one restriction on deeds in the new town he founded barred cemeteries within the city limits and there are still none today. COURTESY OF GOWANDA HISTORICAL SOCIETY

this financial and commercial apporations of Southern California member of the Annandale ay Club."

Lierals at the home of the deceased rere the custom of that time. Reynolds I Van Nuvs in Pasadena was retained a conduct Torrance's funeral at his outh Pasadena home. He was laid out a \$325 gray casket before cremation, hich cost fifty dollars. Dr. Leslie Elearned of All Saints Episcopal Church Pasadena was retained to conduct a 30 p.m. Thursday service and received \$35 honorium. A hearse cost ten ollars in those days and one hundred tasts rented for the solemn occasion os: The dollars.

nough friends were asked to omit owers, a truck was necessary to haul! the floral tributes that arrived nyway. The truck, and a detective ired to provide security for the private trvice, each cost five dollars. Torrance's shes were carefully placed in a \$45 rome urn, inscribed for another five of ars, and carried to Gowanda burial.

idow, Helena Torrance, continued a lively interest in her husband's awning accomplishment, especially in brance Memorial Hospital. She died Pasadena on October 18, 1940 at 72.

most Americans, the years 1921-22 are years of severe postwar recession, at at his death in 1921 Torrance left

ind a 2.9 million dollar estate which was reduced to just under 2.2 million dollars when all his debts were paid. His legacy included not only a new city, but charitable bequests helping to establish and maintain Torrance Memorial Hospital, which still was receiving monthly payments in 1984, according to a hospital spokesman, and money for the Torrance Public Library. Though Torrance never lived in his namesake city, he was intimately involved in its development throughout the last decade of his life. At his death, at least half of his personal fortune consisted of real estate, securities and other holdings in Torrance or firms doing business in Torrance.

His wife received \$100,000, the family home in South Pasadena, most household goods and personal effects, and income from a trust fund for life. His brother and other relatives, his first wife's sister, his second wife's children and even his cousin, Isabel Henderson of Torrance, each received \$5,000 or more—a large sum in 1921. Mrs. Henderson not only started the Torrance Public Library with Torrance's help, but served as a founding member of the board of Torrance Memorial Hospital Medical Center, as did Torrance's second wife, Helena Torrance.

The Pine Hill Cemetery, where Torrance's ashes were interred, received \$10,000 for upkeep of the family plot from Jared Sidney Torrance's estate. Other grants were made to the

Schwest Museum, the Barlow Schrium, the La Vina Sanitarium and the McKinley Industrial Home Society for Boys in Los Angeles.

W. Jarvis Barlow, who founded the Barlow Sanitarium, was a long-time friend of Torrance's and recalled after Torrance's death that Torrance was known to his friends as "Sidney," and Sidney "always made close and intimate friendships." Sidney, Barlow said, was "a strong personality ... with a spirit of optimism and cheerfulness, great personal magnetism and charm."

Sidney also was a man "who could always grasp large affairs and showed unusual wisdom and optimism. A fair criticism of him might be that he burdened himself too heavily with great responsibilities, but this was due partly to the fact that he was happiest in producing, developing and working out new schemes for progress. Many examples of this may be seen through his career, noticeably his idealistic industrial plan consummated in the town which bears his name — Torrance."

Jared Sidney Torrance must have had a sense of humor, too. Dorothy Jamieson, whose mother was Isabel Henderson, recalled that when asked about the origin of the name of the town, Torrance invariably gave the same answer. "He always said," she recalled, "he didn't know why they named the town Torrance — but he liked it!"



RED SIDNEY TORKANCE CAPITALIST CARRACTALIST CAPITALIST CAPITALIST CAPITALIST CAPITALIST CARRACTALIST CARRACTARIST CARRACTALIST CARRACTALIST CARRACTALIST CARRACTALIST CARRACTALIST CARRACTALIST CARRACTALIST CARRACTALIST CARRACTALIST CARRACTARIST CA signa, from his home and both are interested in Pasadent anancially. Mr. Torrance is a director in a quarter, hundred California huniness organizations, come of them affairs of the first magnitude. More than that he is founder and principal mener at he is founder and principal owner of a city himself, the city of Torrance, where such an effect is being made to heare, where such an effect is being made to heare, where were described to heare, where the heare would be planned with the single end in view, is Mr. Torrance's own.

Both Mr. Torrance and Mr. Huntington come from New York state, but from as widely separated sections as is possible. Mr. Huntington comes from the extreme northeastern part of the Empire state, and Mr. Torrance from the extreme houthwestern corner, but both were imbued with the solid business ideas which have made New York the leading commercial state in the Union.

The place of Mr. Torrance's native is Gowanda. There he was horn in August of 1833, the son of Cyrenius C. Torrance and Mary Torrance, who was born Mary Turtiss. It was there young Torrance received hie would undertake scientific work and so, in attending Yale, he was a sindent set. The Sheffield scientific school, In 1875 he graduated from Sheffield with the deress of Ph.B. and then returned to his native sity to engage in the lumber and milling send then returned to his native sity to engage in the lumber and milling husiness. This line of work he followed for a dozen years, but he server since, in the lumber has been aver since, in the server since aver since, in the server since aver since in the server since aver since in the server since aver since in the server since in the ser a city himself, the city of Torrance.

Itr. Tarrance was quick to see the possibilities of Southern California, and it is disterally true that he has grown up with the country. In a financial sense at least. As a capitalist he has heen contently they aged in advancing the interest of Southern California, though his investments are by no means confined to this section alone.

It would be next to timpospible in the tonaintly changing egodition of business when such an active man is concerned, to give x list of all the business when such an active man is concerned, to give x list of all the business in the tonaint of the content for the ventura Power company, California Development company, California Development company, California Development company, Palomas Land and Catilic company, Fontano Development company, Fontano Development company, San Miguel Land company, Central Building company of Los Angeles, Century Building company of Capand California Industrial company, there bearing his name. He was also a director in the Los Angeles Trust and Savings bank, the J. H. Adams company of Los Angeles and the Chester Building company and the United Steamship company, North American Dredging company and the United Steamship company, and the United Steamship company and the United Steamship company and the United Steamship company, and the United Steamship company, and the United Steamship company to the Barlow district of the Barlow district of the Steamship company and the United Steamship company and th

Pasadena Star, September I, 1915

FUNERAL SERVICES FOR J. S. TORRANCE TO BE TOMORROW

Noted Financier and Town Builder Came To Pasadena in 1887 and Had Been Very Active in

dena in 1887 and Had Been Very Active in

Upbuilding Southern California

Funeral services for the late entirely devoted to industrial purpared Sidney Torrance, pioneer of Pasadona, founder of the town of Torrance, and one of the leading financiers of the West, are to be held tomorrow afternoon at 120 o'clock at the family residence; 229 Buena Vista atrect, South Pasadena, Mr. Torrance, after a short-illness, passed away there last evening.

In compliance with the request of Aft. Torrance, the services will be recy simple. Dr. Leslie E. Leained of All Saint's Episcopal Church, will conduct the services. Cremation will the private, will be priva

Pasadena Star-News, March 30, 1921

Bishop stevens Dies Suddenly at Age of 62 Following Operation

Right Rev. W. Bertrand Stevens, D.D., bishop of Los Angeles diocese of the Protestant Episcopal Church since 1928, and long-time diocese of the Protestant Episcopal Church since 1928, and long-time diocese of the Protestant Episcopal Church since 1928, and long-time diocese of the Pasadena, died unexpectedly yesterday afternoon at resident of South Pasadena, died unexpectedly yesterday afternoon at



MOURNED—Rt. Rev. W. Bertrand Stevens, bishop of the Episcopal Diocese of Los Angeles, who died suddenly yesterday.

Pasadena Star-News, August 23, 1947 © a Los Angeles hospital. He was 62.

The bishop was believed to be recovering from an operation when post-operative effects suddenly brought death before members of his family could reach his bedside.

Widely Mourned

His death has caused profound sorrow in the South Pasadena-Pasadena community and throughout California and the Episcopalian denomination. Known for his championship of tolerance and the welfare of humanity and his country. Bishop Stevens was greatly esteemed by fellow citizens of the Southland, irrespective of faith. In his own communion, Bishop Stevens over the years had baptized and confirmed many young people of Pasadena. South Pasadena, San Marino, and San Gabriel, had spoken many times in All Saints. St. Mark's, St. James', St. Edmunds. Church of Our Savior, Church of ithis vicinity.

Funeral Wednesday
Funeral services will be held at 10:30 a. m. Wednesday at St. Paul's Cathedral. Los Angeles, with interment in the family plot in San Gabriel Cemetery. The body will lie in state at St. Paul's from 5 p. m. Tuesday until 9 a. m. Wednes-

Members of the family have requested that friends, rather than sending flowers, if they desire make a contribution to the Episcopat Endowment Fund or Dio-

sesan House.
Surviving the bishop are his widow, Mrs. Violet Heathcote Bond Stevens, who resides at the family home at 929 Buena Vista Street, South Pasadena, and four daughters: Mrs. Gilbert P. Prince. Ventura: Mrs. Edward McNair, Studio City; Mrs. Reaford Haney and Mrs. Kempton B. Hall, both of Pasadena. Notable as an able administrator and spiritual upbuilder of his diocese in his own church. Bishop Stevens' other activities were numerous, as might be expected of a churchman of his broad humanitarism. He was one of the organizers of the Inter-Faith Council in Los

erous, as might be expected of a churchman of his broad humanitarism. He was one of the organizers of the Inter-Faith Council in Los Angeles. At the time of his death he was president of the University Religious Conference. in which Msgr. John Cawley of the Catholic Church and Edgar F. Magnin of the Jewish faith served with him. Indeed, his friendships with clergy as well as laymen of other denominations were many. Typical of the regard of other religious leaders was this tribute by Archbishop

John J. Cantwell of the Catholic archdiocese: "I share the sorrow which has visited the family of Bishop Stevens and those who lived under his spiritual guidance. Southern California is the poorer in his loss."

Of Broad Interests The Episcopalian leader was a member of many quasi-religious and civic committees, including the Committee on Co-operation Be-tween the Church and the Community. He was active in support of the war effort, the Red Cross and kindred wartime services. Education, like human welfare in general, was one of his chief concerns, He was a trustee of such denominational schools as the Bishcp's School at La Jolla and Harvard School Los Angeles and of Occidental College and Scripps College for Women. He was also a trustee of Good Samaritan Hospital, Los Angeles. He was interested in the arts and sciences. He was, of course, . widely known and esteemed in the Episcopal Church in the United States; a member of the House of Bishops, the national council and an associate editor of the denominational magazine. He had lectured at many Coast colleges.

After serving as bishop coadjuster of this diocese, Dr. Stevens
was elected Bishop of the diocese
of Los Angeles upon the death of
Bishop Josenh Horsfall Johnson of
Pasadena. He had come to this
diocese in 1917 from the rectorship
of St. Mark's Church, San Antonio,
Tex. Previously he had been successively curate at Holy Trinity
Church, San Antonio, Tex. Previously he had been successively
curate at Holy Trinity Church in
New York and rector of St. Ann's
in the same city.

He was born in Lewiston. Me., Nov. 19, 1884. He attended Bates College, which later conferred on him the D.D. degree. He won his master's degree at Columbia, and held the degree of Ph.D. from New York University and the degree of LL.O. from the University of Southern California. He won the Phi Beta Kappa key and was a member of several fraternities, professional and honorary. He was a 33rd degree Mason, a Knight Templar and a Shriner. He was also a member of several clubs.

Before his last illness Bishop Stevens had planned to go to Australia in November as representative of the American Episcopal Church at a world conference of churches at diocesan centennial observances there.

Dr. Grose Pays Tribute to Bishop Stevens

Dr. George R. Grose, religion editor of The Star-News, vacationing at the beach, today sent the following tribute to the late Bishop Stevens:

The death of Bishop Stevens brings profound sorrow to his own church and the community at large. For many years he served Los Angeles diocese of the Episcopal church with devotion and distinction. Wise in his administration, he was also a good shepherd, giving his life in devoted service to the churches.

"Bishop Stevens bore himself in dignity born of his serene character. His searching, kindly eyes, genial, gracious manner, gave a pleasing introduction of a highminded Christian gentleman.

"In the best sense he was a broad churchman. Catholic in his sympathies, liberal in his thinking, tolerant in his attitude, his interests and co-operation extended beyond the limits of his own denomination. Bishop Stevens was no cloistered saint, but wholeheartedly interested in civic and community affairs. His radio messages, interpreting religion through the news, expressed his interest in world affairs, his keen religious sense and catholicity.

"A native son of New England, he maintained its best traditions of independent thinking and was in no sense a provincial. His mind and interests had all the expansiveness of the West in which he seemed to the manner born. Above all Bishop Stevens in deed, spirit and character was a worthy spokesman of the Christian Evangel."

Pasadena Star-News, n.d., 1947



Dear Sin daughter Mis west cott is Briefte of Emerald Bay Prought me the clipping from the Las Angeles Temes which reforward me the clipping from the Las Angeles Temes which recorded the rate of Ries Hedge" I throught perhaps the news
corded the rate of the interested in a little history of the house
swonld you be willing please, to pass this short account
would you be willing please, to pass this short account
on to them? It was certainly a surprise to see it called
on to them? It was certainly a surprise to see it called
on to them? It was certainly a never heard it called.
"Rose Hedge" a mame we had never heard it called.
"Rose Hedge" a mame we had never heard it called.
This may understanding that Boys & Amith and
"The surprise of the house of the sules and that Jacobia
Training and Barbara Rogers represented the buyers in their
Training and Barbara Rogers represented the buyers in their
This home at 929 Buene Vista Jordh Passalina.

Deneurly your, Edith Atevens Hanry (Mis Resport & Henry)

My family bought the house in 1931 and moved in that summer. I was the firm understanding that it was Just by Ferrence is energy copies of a book on Forsence with references to 929 Buene Vista. My family consisted my gether, mother and three sisters! My fether was william Birthard Stevens the second Birtop of the Episcopel Viscouse of Los Ungles which consisted of the tenstory from Bekensfeld About to the corder of Mexico and from the Pacific to the It was my understanding that the house had been vircant, for sometime and head as such houses do, attracted bordie of arizona. O young feople who broke in from time to time, It was, neverthe Der not demayed to any extent. The stained gless windows in the swimming pool were interest and the windows hore withing to protect the glass. There was a heating unit for the pool but as it didn't work, we never used it when it was time, to empty the find we let the water go down into the garden and defined tathing suits and scrubbed down the titles being und around varing was come common or the first was to reful the pool water from to reful the pool. Dur method of purifying the pool water from the reful the pool, often entertaining over very kephengerd, lie semply duriped closely into the water from the first like girls loved the pool, often entertaining over time to time. We girls loved the pool, often entertaining over time to time. We girls loved the pool, of entertaining over time to time. The pool parties, when we married and had children the pool parties, when we married and had children they too brill it and during world ther I it was the delight Wilder to Horkfred feed west of it was decided in high the flines in the resightocked Arried by House are the Eastern Rey and the western half By to Dis Chemin Hyt The guleks went down to we are the first and builtry quie to a littley With the ignar her problem shite & Kesses &

carriages when the house was besit a leventress currently Designation to do the Jamely laundry until the early 1945's when mother hought an dittautematic wester a Bende Had a driver so persong the car in the garage a problem until the girls began to drive. Then it into liv there in putting the car dury and walking up Through the of to the hours. One night in 1936 my sister had tobo July in rud u college friends with her as she droke into the drivered the sleet The gray. One gest said, "I didn't know you had how the your had how the girl said "But by the the the which land said we did not the girl said "But by the the thing the put mon I see a more and fool." In great yester lights just mon I see a more and fool. "In great yester atticher 机笼 the gards came up to the house, buffled as to how a mare I knowly dropped fool some to be in true gerdens. My list Section in-lew called the South Passder Jolice who just hippined asa to know a boy who lived near-by and had a more the boy moth was grateful when we let the fair stay for several days in our garden. And that summer when we hosted the huge Bon Justa Bishop's Guild Garden Party, he lant us the colt for pony rides the Beyond the garage to the Donth, my Jether had built wa TUR quests and take them down to play have shows. But when the first fraway in Southern California was planned, the state the first fraway in Southern California was planned, the state 4,0 took over much of the land Donth of the garage for the con Struction of the Paraders Freezing Mrs Charman Hoyt was Periful lat this and did all she could to stop the state from dequiring this portion of our land and him the world Sind her whether abound the mighborhood with petitions to gy signitured to support his start The state of Colfrenies Ton if course But the old lundry of the garage Ace still will is now a small one soom Milling a little apest. Wir mit with an was marked in 1439 she and her Kalbard who was long graduct restricted

into living, quarters, Later, during World Wies I, I lived 2080-MIL). 929 Buena Vista Street there in the garden cottage of the garage with my buby and an old sorority states of mine My sister, Emily also used these questers thriefly when her herband was in The service overstes the het the could seperate building. attiched to the old laundry drew the were close enough to The Freeway to how the brilitary convoys going bego to a The Freeway to have the brilitary parents sold this whole lower new section of the garden and the buyers used the old garage. The as a basis for the construction of their home Later, my mother sold the middle section of the garden and it too, provided land for more houses. Mrs. Sherman Houts descendents did the same. a garage was built close to The Rouse then. But we mused the large garden, Though it was no longer necessary to have a field-time gardener. we had had quite a few huge galan fastico wing the whole area, and they lasted all day, ending with dancing on the terries over the swimming pool, with an orchestra plujery dence music. In 1932 Mb. Sherman Host had entertained the Olympia Games people in her garden and in ours. Do she let us use part of her lower gorden for our Harden The first thing my parents did when we moved Int the house less to christ the servents diving hoom into a Chifel My factor had the form pareled with word and an extest field sine to put the base should a seek the aposts it eich cheer stall is gest wer gestenatie With Mitching the gold left process The Bentry of the servents real the send the send to them ? fathe Med strange Takenews . The Abrients attended to take the My Cleristo

929 Buena Vista Street Which contained purple velvet chapel caps for the women to week, being the spiscopal color that hishops to the Sometimes my father used the chiefel for printe bepterms, Confirmations to welding. My till older Bisters, Ellen and Confirmacions who promptly decided to become Own had married men who promptly decided to become Episcopil elergymen. Both of these young men often read the Turns or participated in Descreet while studying theology. In 1938 & choice to be murred in the Chipel I to my first Husband). The organist from all Dients Charch in Brailing. (where my three sisters were married) played for my The began was installed beneath the stained glass window on the landing of the staircuse. It was a Jull-Aired organ and it also Aled player-rolls we girls loves to play Nene of us were able to play the organ but we loved put the rolls on and enjoy them. In 1933 my Jather was discharged from the Good Demaretan Haspital Just before Christmes, after a very serious illness. Ces a surpsiese The boy choir from St. Paul's Cathedrel cript into the house and grouped themselves around the organist and seng Cantilles and Christmes music. Mother wheeled my Sether out into the upper hallway when they began to sing, much to my father's delight.

During World was I when organs for churches. team such my Jethir give the agente some church in the Tiouse, but I don't know which Edwich the never went into the organ elambers which had the door out on The drawy as the spile felled hooms were scary to the If Jamely will light enough to fell all the sooms in the same first servent destit corline gests and my Attime grendmatie We love the little similet the 18 -77

right of the back stairs as a security toom for merry fields. 929 Buena Vista Street The Robertseeper occupied the two Sooms to the left of the tuck stains. The cook wed the rooms on the therd floor to the left of the stein, he girls had a pleyroom on the thirt floor too. and the third floor room with the fireplace that burlooks the garden was a study for my brothers-in-Den for quite some time. In one of the third floor storerooms the found a selver tea strive that had belonged to the Forrence family and had been put in a fer evenir. The Forrences hadn't missed it, but were gled to here it Then World Year I seems we girls were all married, setuined. but at virious times as husbands were sent to distent pasts be oversed, we landed lack at 929 Buene Vista, (that we always called "the Big House") with our small children . Our wonderful old black cook, who had also been our marse, left ud to care for her mother in Jepas Help was beginning to be deficult to find for river industries were attracting the labor force. To two of my sisters, and Emily, decided to convert the old serviced elevator on the second floor to a small sitchen. The space in the elevator shaft was used for the heart of the bitcher and a door installed to inclose the hallowy all provide an area for a table and chairs This gue I just very to feed the children and heep them from Tetting under feet like the somestain ketchen. Later this are west to produce miles for my great mother who ile we bedrially and circle for by two sweet elderly section My sisters and I took over a great deep the ptowns for bilities during the war Mother couldn't The week he gradually want mather and Tilly away 13 m is it made tabled deliny from anto The Issuespect

Orea of the Ritchen, and Mother greducily learned our farents to live cook. And her girls gradually trained our farents to live in a servent loss house. Entertainment was contained during There years But my fether did glac us terrining that he was bringing Mrs. Testant to the one afternoon his aget things heady and the little children ready. Just as they there to drive, my little nice went into the surroom wetween the Library and Living Room and turned on the spigat near the floor! teles on the floor of the Lunroon. Fortunately she thought it was hilarious. as Mrs tulont intered his were frentieally mapping up the In 1947 my fether underwent surgicel treatment for a digestive problem, and it involved serious and ex-Tensive Durgery He was recovering when he suffered a Culmonary Embolism and died. Mother stayed on in the Thouse by herself, and gave it to my husband Regard Henry, to sell. The market was slow and particularly for thirtythree room houses. It took months but eventually Read was able to work ont an exchange. Mother took Sover a Lovely Monterey Colonial in La Canada and in exchange for 929 Burne Viste, which was given to a gentlemen who was a diplometic consul for the South american country from which his wife had clone. I believe her sister was also to live with them: The Monterey Colonial house was immediately In speel up when feels on the market and Mother moved to Unother home in Loute Passeina Defore the theires order the house to the new oroners, we stayed a firty in the empty house he were develed to flusteens for a wonleyel game of Dirlines, each team. Healed by one of the fore ights, who had lived in and lived that how will a devely Respond Harry was with The hom Milson Co Reed, loff-Luce, and then opened his in Reel Estate office on Green that

Madena Llav - Alewa - Min 5, 1964



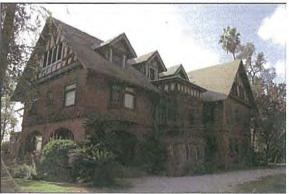
In case you are wondering what house in South Pasadena is an "Elizabethan mansion with 40 rooms, 11 marble fireplaces, marble and tile indoor pool, and a private chapel, (if you read our For Sale ads the other day), it's the one where Mmes. Gilbert Parker Prince, Edward McNair (of Marysville), Reaford Haney, and Kempton B. Hale (of Ojai) grew up . . . They are the four daughters of Mrs. W. Bertrand Stevens and the late Rev. Dr. Stevens, who was for many years Bishop of the Los Angeles Episcopal Diocese . . . The deep garden that sloped down the hill from Buena Vista to Grevelia was on several occasions the setting for the huge Bishop's Garden Party that the diocese gives in June . . . The family sold the place years ago . . .

ATTACHMENT 4 Exhibit "C" Proposed Work Plan/Preservation Plan

Torrance-Childs Residence, "Rose Hedge House" 929 Buena Vista Street South Pasadena, California

Mills Act Application





Prepared for:

Bobby Zahabizadeh and Aleta Blanc 929 Buena Vista Street South Pasadena, California 91030

Prepared by:

Debi Howell-Ardila, MHP (e) debihowell@gmail.com (c) 626.524.1917

November 2017

Torrance-Childs Residence, 929 Buena Vista Street Mills Act Application

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111	Description of Work Plan and Priorities	5
IV	Financial Analysis	9
	Appendix A: Photographic Overview of Existing Conditions	
	Appendix B: Original Landmark Nomination and Owner's Letter of Intent	
	Appendix C: Supporting Documents	
	A. Description of Restoration/Construction Work and Cost Estimates: Calif Restoration and Waterproofing, David Charlebois	fornia

- B. Structural Engineering Conditions and Repair Report: Melvyn Green & Associates, Inc.
- C. Annual Property Tax Statement, 2016-2017
- D. Utility Bill: City of South Pasadena, Water Bill (\$1,420/quarter)
- E. Utility Bill: Southern California Edison, Electric Bill (\$240/month)
- F. Utility Bill: SoCalGas, Gas Bill (\$33/month)
- G. California Fair Plan, Homeowner's Insurance Bill (\$1,847)

Section I Project Background

Constructed between 1902 and 1904, the Torrance-Childs Residence is a distinctive, highly intact English Tudor Revival-Craftsman Residence in South Pasadena. The residence was designed by Indiana-born architect Charles Wesley Buchanan and constructed by William C. Crowell for Mrs. Emma B. Childs. Mrs. Childs was the widow of George W. Childs, a well-known philanthropist and editor of *The Philadelphia Ledger*. The residence became known as the "Rose Hedge House" for its expansive rose gardens, which extended southward from the home toward the present-day Arroyo Parkway (State Route 110). The original large-scale parcel was divided into smaller lots in 1912, 1956, and 1962. Remnants of the original estate grounds include an extant brick staircase in the southwest portion of the parcel.

In 1910, Mrs. Childs sold 929 Buena Vista Street to Jared Sidney Torrance, the original owner of The Pasadena Electric Company and founder of the City of Torrance. Torrance's interest in the technological innovations of the day is reflected in the intact master switch panel in the living room, from which Torrance could operate lights throughout the house. The home's third



owner, William Bertrand Stevens, Bishop of the Episcopalian Diocese of Los Angeles, was responsible for the addition of the organ tower, extant on the north (primary) elevation of the house, constructed in circa 1931.

By the early 1990s, the Torrance-Childs Residence lay directly adjacent to the proposed Caltrans 710 expansion. The home had suffered from deferred maintenance and deterioration. It was during this time, in 1997, that Bobby Zahabizadeh and Aleta Blanc

purchased the home. While raising their two children in the grand old property, Bobby and Aleta found the time to undertake numerous repair and rehabilitation projects. In 1998, they nominated their home as a historic landmark in South Pasadena. The Torrance-Childs Residence is now local landmark #41.

In addition, the Torrance-Childs Residence is a contributor to the Buena Vista Historic District. In 1978, the Buena Vista Historic District was formally found eligible for the National Register of Historic Places through consensus with the State Historic Preservation Officer; the State Historic Resources Inventory indicates a status code of "2D" for the property. Therefore, the historic district and its contributors, including the Torrance-Childs Residence, are also listed and designated on the California Register of Historical Resources.

In July 2016, Bobby and Aleta filed a letter of intent to apply for the Mills Act with the City of South Pasadena. At the September 2016 meeting of the Cultural Heritage Commission (CHC),

commissioners agreed that the property was an ideal candidate for the Mills Act and the property owners should proceed with an application.

In the summer of 2017, Bobby and Aleta hired historic preservation contractor David Charlebois and structural engineer Melvyn Green to conduct site inspections and prepare a list of critical stabilization, repair, and rehabilitation projects for the Torrance-Childs Residence.

The initial list included 21 projects at an estimated total of \$1.7 million (including estimated construction costs, equipment, overhead, and contingency fees). This total represents 146 percent of the home's total assessed value for 2016-2017 (\$1.16 million).

In October 2017, the property owners attended a CHC meeting to present their proposed approach for a Mills Act work plan and to hear feedback from the CHC.



In order to incentivize urgently needed repairs without overburdening the owners, the property owners proposed that the first 10-year term include the most critical repairs (primarily related to structural stabilization), as determined by Mr. Charlebois, Mr. Green, and Debi Howell-Ardila, the preservation specialist assisting the property owners with their application. These repairs are described in this memo.

In late October, the CHC attended a site walk with the property owners and Ms. Howell-Ardila in order to view the repair and rehabilitation items to be included in the Mills Act work plan. Recommendations for the application were made, with the agreement that the final application would be brought forward at the November CHC meeting.

As a result of the CHC recommendations, the following changes were made to the application:

- 1. Photo documentation of existing conditions was added; this documentation is included as Appendix A;
- 2. A high-priority project for installation of a fire alarm system was added;
- 3. A simple site plan will be submitted to the CHC when the property owners bring their first Mills Act project to the CHC for review and comment.

It is understood that the work plan and priorities might evolve over time, given the number of critical repairs needed. For this reason, the enclosed document lists repairs that will not be "capitalized" (included in the financial analysis) in the first 10-year period of the Mills Act. These additional repairs will be completed on an as-needed basis through the first 10-year contract period and/or included in the second 10-year contract.

Mills Act Application, Torrance-Childs Residence Prepared by Debi Howell-Ardila for Bobby Zahabizadeh and Aleta Blanc November 10, 2017 Page 2

Section II Schedule and Reporting System

Project	Year
1. Installation of Fire Alarm System	2018
2. Geotechnical and Engineering Analysis of Ground Site Conditions	2018
3. West Brick Staircase, Rebuild Foundation and Walls, Repairs and Structural Stabilization, Engineering Analysis	2018
4. Improve Site Drainage, West Elevation	2018
5. Waterproof West Basement Wall below Grade	2018
6. Rebuild West Terrace Deck above West Stairs	2019
7. Front Stairs to Main Entry & Adjacent Corner Foundation, Repairs and Structural Stabilization and Engineering Analysis	2019
8. Roof Replacement and Gutter Repairs	2021
9. Repair Shingle Siding (to include as-needed carpentry repairs)	2023
10. Wash and Stain/Paint Wood Shingles	2023

Noncapitalized/As Needed Repairs:

- 1. Abate Exterior Wood Trim
- 2. Carpentry Repairs to Dormers, Eaves, Split Timber Trim, etc.
- 3. Repairs to Doors and Windows
- 4. Indoor Swimming Pool Enclosure
 - a. Engineering Analysis
 - b. Repair Concrete Ceiling and Walls
 - c. Repair Exterior Foundation beneath East, South and West Walls
 - d. Repairs to Brick Wall and Buttresses
 - e. Inject Cementitious Grout between Walls and Brick Veneer
- 5. Remove North Elevation Organ Tower and Restore Original Siding and Features
 - a. This task is pending (1) detailed engineering analysis on the structural stability of the tower vis-à-vis the residence; (2) adequate documentary evidence on which to base reconstruction plans and design; (3) CHC input and a Certificate of Appropriateness for reconstruction plans.

Section II Schedule and Reporting System (con't)

Reporting System:

The property owners of the Torrance-Childs Residence will provide annual written updates to the City of South Pasadena in the final quarter of the year, documenting progress and providing updates on the Mills Act work plan and associated studies.

Per the CHC request, the property owners will also provide a simple site plan at the first CHC hearing on their Mills Act work plan.

Prior to commencement of work efforts, Certificates of Appropriateness (COA) will be obtained as required by the owners.

Progress reports will include detailed work descriptions, photographs of work completed, and copies of permits and COAs (if required).

Section III Description of Work Plan and Priorities

All work efforts described in these plans will be carried out in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Architects and/or contractors leading work efforts will have demonstrated historic preservation experience and will meet the Secretary of the Interior's Professional Qualifications Standards in their respective fields.

	Proposed Project & Description	Est. Cost	Priority
1	Installation of Fire Alarm System	TBD	Urgent
2	Soils samples are to be taken at points around the property		
2. West Brick Staircase, Rebuild Foundation/Walls, Repairs \$105,750 Urgen		rectly below for down to ssembly vate for new ndations, I brick	





Mills Act Application, Torrance-Childs Residence Prepared by Debi Howell-Ardila for Bobby Zahabizadeh and Aleta Blanc

November 10, 2017 Page 5

Section III Description of Work Plan and Priorities (continued)

	Proposed Project & Description	Est. Cost	Priority					
~								
٥.	Improve Site Drainage along West Elevation Excavate and install a sump pit, pump, and new drain lines al	\$ 26,250 ong the west e	Urgent levation.					
4.	Waterproof West Basement Wall Below Grade \$29,100 Urge Excavate along west basement along with site drainage work to expose the mid se of west basement wall. Clean wall, patch holes and cracks. Install a waterproof membrane, protection board, and backfill.							
5.	5. Rebuild West Terrace Deck above West Stairs \$73,000 High This project involves the cracked and damaged section of the terrace at the west elevation at the top of the west brick stairs and over the basement below. The work includes shoring the deck and walls, removing the concrete deck, installing new steel supports, pouring a concrete deck, waterproofing the deck and pouring a new topping to approximate the original in color and pattern.							
6.	5. Front Stairs, Main Entry & Adjacent Corner Foundation \$ 34,300 Urgent Engineering Evaluation \$ 3,500 Urgent Front Stairs, eastern portion of north elevation. Photograph and note existing conditions for accurate reconstruction. Carefully remove the large sandstone steps as set them aside. Remove the stone piers. Trench and pour a new concrete foundation Reset the sandstone steps aligned so that the upper step is the same height as the covered concrete walkway. Engineering study for repairs at stairs is also estimated.							
	Front entrance, western portion. This item includes repairs to the corner of the house at the west end of the front stairs discussed above. Strengthen foundation to resist settlement and repair cracks in brick wall at this corner. Engineering evaluation for repairs at the corner of house is also included.							
7.	Roof Replacement and Gutter Repairs	\$ 218,250	High					
8.	Repair Shingle Siding Remove damaged shingle siding where it occurs at all elevation replace the deteriorated waterproof paper beneath the removahingles. Install new shingles in a pattern and of a kind to bler and new materials.	ved [:]	High					

Mills Act Application, Torrance-Childs Residence Prepared by Debi Howell-Ardila for Bobby Zahabizadeh and Aleta Blanc

9. Wash and Stain/Paint Wood Shingles

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High

\$ 24,500

Section III Description of Work Plan and Priorities (continued)

Non-Capitalized Projects: Repairs to be carried out on an as-needed basis. To be completed after structural stabilization or during next contract term.

	Proposed Project & Description	Est. Cost	Priority					
	Troposod Tojoti u Dosanption	E31. 0031	THORITY					
1.	Abate Exterior Wood Trim Abate exterior wood trim to remove lead paint usi	\$ 112,350 ng the gentlest meth	Medium ods possible					
2.	Carpentry Repairs at Dormers, Eaves & Split Trim Various carpentry repairs at trim details at each ele	\$ 154,250 evation (other than do	Medium ors & windows)					
3.	Repairs at Doors and Windows \$201,000 Medium Various carpentry repairs at doors and windows including refitting for proper operation reinforcing corners where loose, replacing frames in-kind where they are too damaged to be repaired, and re-screening.							
4.	 Indoor Swimming Pool Structure and Enclosure a. Engineering Analysis for items b through d b. Repair Concrete Ceiling and Walls Provide scaffolding as needed for access to interesting and wall cracks. Remove spalled section walls. Grind concrete at perimeter of spalls to for rebar and double prime. Patch prepared spalls 	s of concrete beams orm square edges. C	and at outer ean exposed					
	c. Repair Exterior Foundation beneath East, South and West Walls Excavate at perimeter of walls for a below grad around the three walls. Set rebar, form, and po		Medium eam to wrap					
	d. Repairs to Brick Wall and Buttresses \$87,550 Media Disassemble misaligned bricks at arches and buttresses where necessary. Salvage bricks for reuse. Remove roots from behind bricks where exposed. Reset remove bricks with veneer ties. Re-point where needed with mortar custom mixed to ble in strength, color and texture with the adjacent original materials.							
	 e. Inject Cementitious Grout between Walls and Brick Veneer Inject cementitious grout in the uneven void be and the brick veneer. 	\$ 43,800 tween the concrete e	Medium xterior walls					

Section III Description of Work Plan and Priorities (continued)

Non-Capitalized Projects: Repairs to be carried out on an as-needed basis. To be completed after structural stabilization or during next contract term.

Proposed Project & Description

Est. Cost

Priority

5. Disassemble North Organ Tower and Restore Original \$87,840 Siding and Features

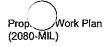
Low

c. This task is pending (1) detailed engineering analysis on the structural stability of the tower vis-à-vis the residence; (2) adequate documentary evidence on which to base reconstruction plans and design; (3) CHC input and a Certificate of Appropriateness for reconstruction plans.

Section IV Financial Analysis

_	Proposed Project & Description	Est. Cost	Schedule
1.	Installation of Fire Alarm System	TBD	2018
2.	Geo-Technical Studies and Engineering Evaluation	\$ 13,300	2018
3.	West Brick Staircase, Rebuild Foundation/Walls, Repairs Engineering Evaluation	\$105,750 \$ 16,350	2018 2018
4.	Improve Site Drainage along West Elevation	\$ 26,250	2018
5.	Waterproof West Basement Wall Below Grade	\$ 29,100	2018
6.	Rebuild West Terrace Deck above West Stairs	\$ 73,000	2019
7.	Front Stairs, Main Entry & Adjacent Corner Foundation Engineering Evaluation	\$ 34,300 \$ 3,500	2019 2019
8.	Roof Replacement and Gutter Repairs	\$218,250	2021
9.	Repair Shingle Siding (includes as-needed carpentry repairs)	\$ 37,000	2023
10	. Wash and Stain/Paint Wood Shingles	\$ 24,500	2023
	Total Investment in Torrance-Childs Residence:	\$ 581,300	
	Total Tax Savings for Owners (10-year period)	\$ 147,496 ·	
	Average Annual Cost to the City of South Pasadena:	\$2,337	





Section IV Financial Analysis (con't)

Mills Act Application, Childs-Torrance Residence, Financial Analysis

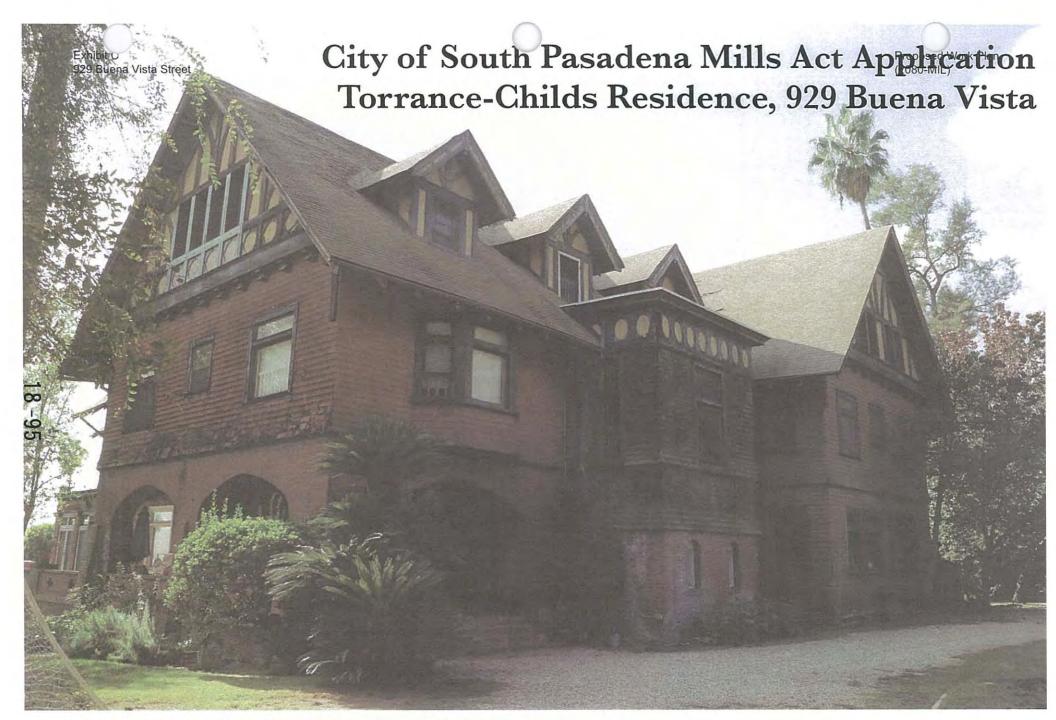
Property Address: Type:	Single-fa	mily Residence											
Landmark#:	City of S	outh Pasadena	Historical Landi	nark #41									
REVENUES	Annual Increase	Current Yr 2017	Year 1 2018	Year 2 2019	Year 3 2020	Year 4 2021	Year 5 2022	Year 6 2023	Year 7 2024	Year 8 2025	Year,9 2026	Year 10 .2027	
1. Monthly Revenues		8,000,00	9,240,00	8,487.20	8,741.82	9,004.07	9,274;19	9,552.42	9,838.99	10,134.16	10,438,19	10,751.33	
2. Annual Rental Income	3%	66,000.00	67,980.00	70,019.40	72,119.98	74,283.58	75,512.09	78,807.45	81,171.68	83,606.83	86,115.03	88,698.48	
ANNUAL EXPENSES													
Insurance	5%	1,847.00		2,036.32	2,138.13	2,245.04	2,357,29	2,475.16	2,598.91	2,728.86	2,865.30	3,008.57	
4. Utilities	6%	8,956.00		10,062.96	10,665.74	11,306.74	11,985.15	12,704.26	13,466.51	14,274.50	15,130.97	16,038.83	otal Costs
5. Maintenance	5%	38,560.00		42,446.25	44,568.56	46,796.99	49,136.84	51,593.68	54,173.37	56,882.03	59,726.14	62,712.44	\$508,461.31
6/7. Managément / Other TOTAL EXPENSES		0.00											
8. Sum lines 3 through 7		\$49,303.00	\$51,857.71	\$54,545.53	\$57,373.44	\$60,348,77	563,479,28	\$55,773.10	\$70,238.79	\$73,885.40	\$77,722.41	\$81,759.84	
ANNUAL NET INCOME													
9. Line 2 minus line 8		\$16,697.00	516,122.29	\$15,473.87	\$14,746.55	\$13,934.81	\$13,032.81	\$12,034,36	\$10,932.88	\$9,721.43	\$8,392.62	\$6,938.64	
CAPITALIZATION RATE													
10, Interest Component	6.5%												
11. Historic Property Risk													
Component	4.0%												
Property Tax Component	1.0%	,											
 Amortization Component 	5.0%												
14. Totał Capitalization Rate	16.5%												
NEW ASSESSED VALUE 15. Mills Act Assessment (Une 9 divided by 16.5%)		5101,193.94	\$103,521.40	5105,902.39	\$108,338.15	5110,829.92	\$113,379.01	5115,986.73	\$118,654.42	\$121,383.48	5124,175.30	5127,031.33	
TAXES: AMOUNT TO BE PAID													
16. Tax under Mills Act	•												
(Line 15 x .01035146)		1,047.51	1,071.60	1,096.24	1,121,46	1,147.25	1,173.64	1,200.63	1,228.25	1,256.50	1,285.40	1,314.96	
12.11.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2		1,011151	,07 1100	1,000.00	1,,22,140	2/2-1/16-2	.,.,	1,200.03	,,0.05	*,250150	1,200.10		Total Tax
17. Current Tax 18. Tax Savings	2%	14,303.19	14,589.25	14,881.04	15,178,66	15,482.23	15,791.88	16,107.72	16,429.87	16,758.47	17,093.64	17,435.51	
(Line 17 minus line 16)		13,255.68	13,517.66	13,784.79	14,057.20	14,334.98	14,618,24	14,907.08	15,201.62	15,501.97	15,808,24	16,120.55	\$147,852.34
						•							Agnual
TAXES: COST TO CITY			-										Average
19. Annual Cost to City	15%	\$2,120.91	\$2,162.82	\$2,205.57	\$2,249.15	\$2,293.60	\$2,338.92	\$2,385.13	\$2,432.26	\$2,480,32	\$2,529.32	\$2,579.29	\$2,343,39

Prepared by Debi Howell-Ardila for Bobby Zahabizadeh and Aleta Blanc

November 10, 2017

Appendix A:

Photographs of Existing Conditions



Prepared for: Bobby Zahabizadeh & Aleta Blanc

Prepared by: Debi Howell-Ardila, MHP

Photographic Overview, Existing Conditions

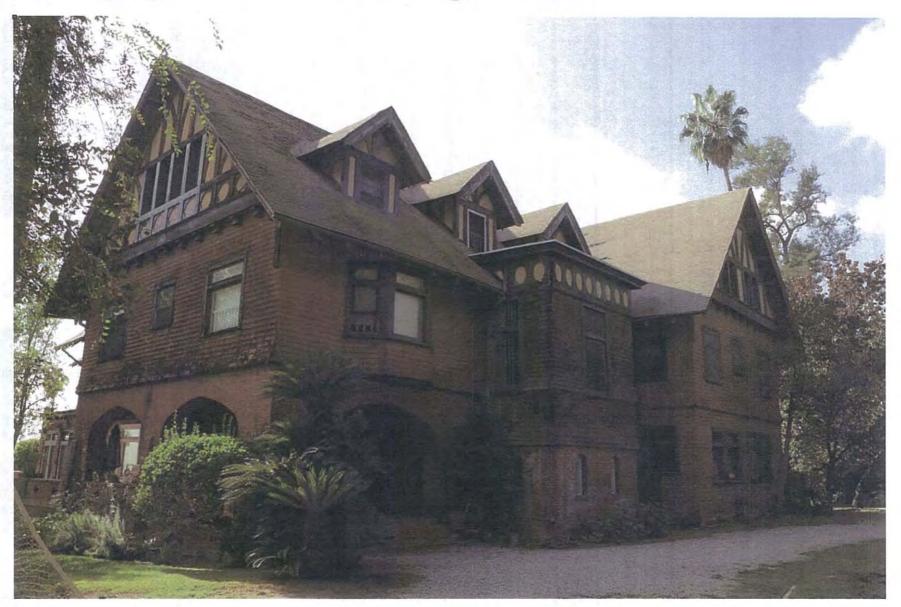


Figure 1 Torrance-Childs Residence, 929 Buena Vista Street. Northeast perspective.



Figure 2 Torrance-Childs Residence, primary entrance. Northwest perspective.



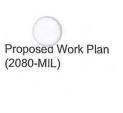
Figure 3 Torrance-Childs Residence, primary elevation. Northwest perspective.

Figure 4 Torrance-Childs Residence. Detail, main roof gable and top floors. North perspective.

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Figure 5 Torrance-Childs Residence, primary elevation, first floor detail. North perspective.



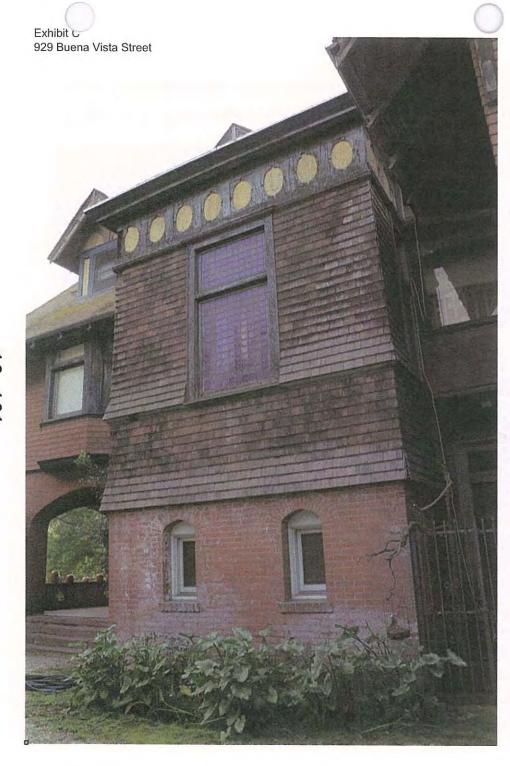


Figure 6 Torrance-Childs Residence, primary elevation, organ tower/confessional detail. Northwest perspective.



Figure 7 Torrance-Childs Residence. Water damage/mold on exterior shingles and foundation. Northeast perspective.

Exhibit C 929 Buena Vista Street

Proposed Work Plan (2080-MIL)

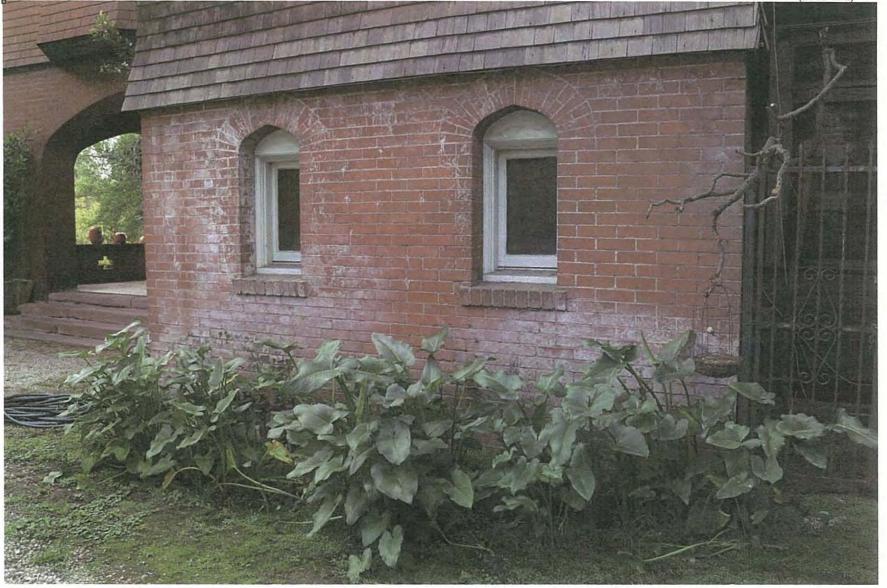


Figure 8 Torrance-Childs Residence, primary elevation. Efflorescence on brick shows areas with water penetration/site drainage issues. Northwest perspective.

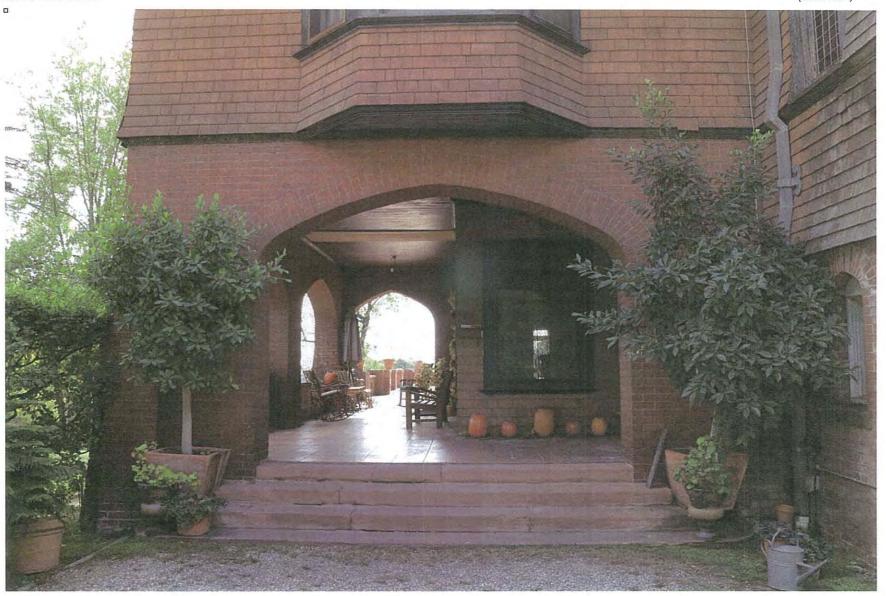


Figure 9 Torrance-Childs Residence, primary entrance. North perspective.



Figure 10 Torrance-Childs Residence, crack in patio stairs and brick wall, primary entrance. Northeast perspective.

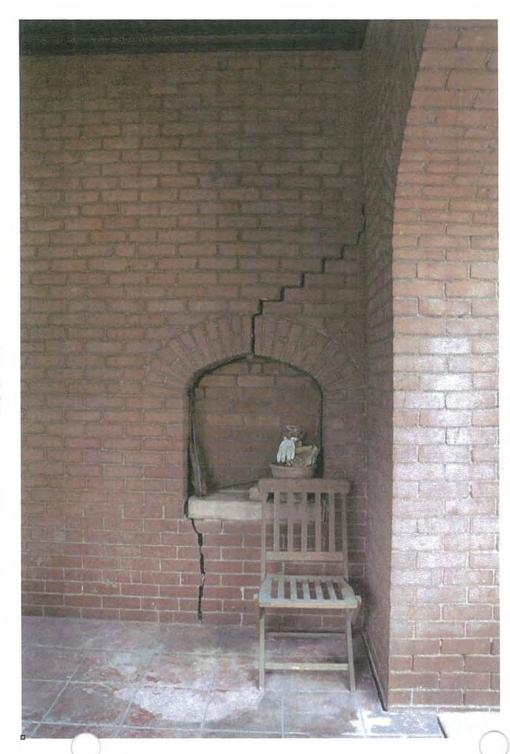


Figure 11 Torrance-Childs Residence. Crack in brick wall, adjacent to primary entrance patio. East perspective.



Figure 12 Torrance-Childs Residence, primary entrance. Replaced wood shingles and ceiling planks. Northeast perspective.

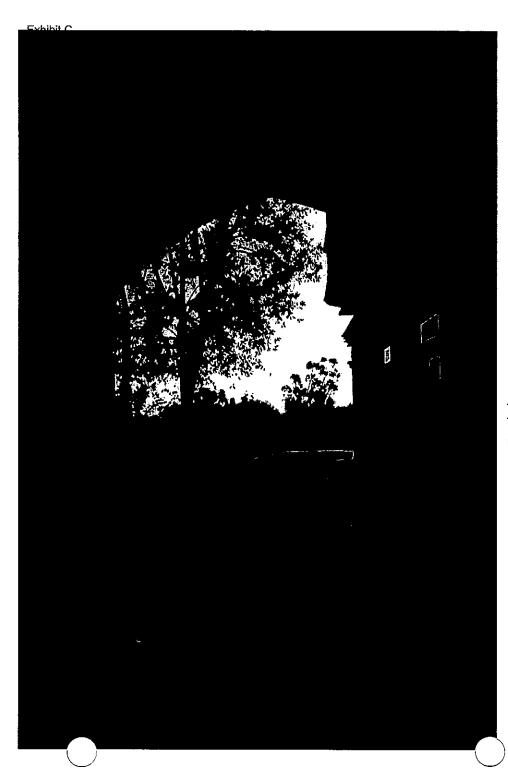


Figure 13 East elevation patio, from main entrance

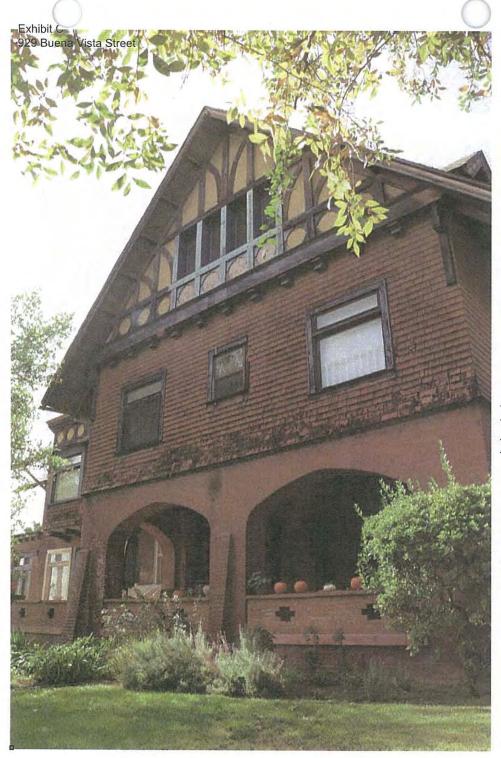


Figure 14 East elevation. Northeast perspective.

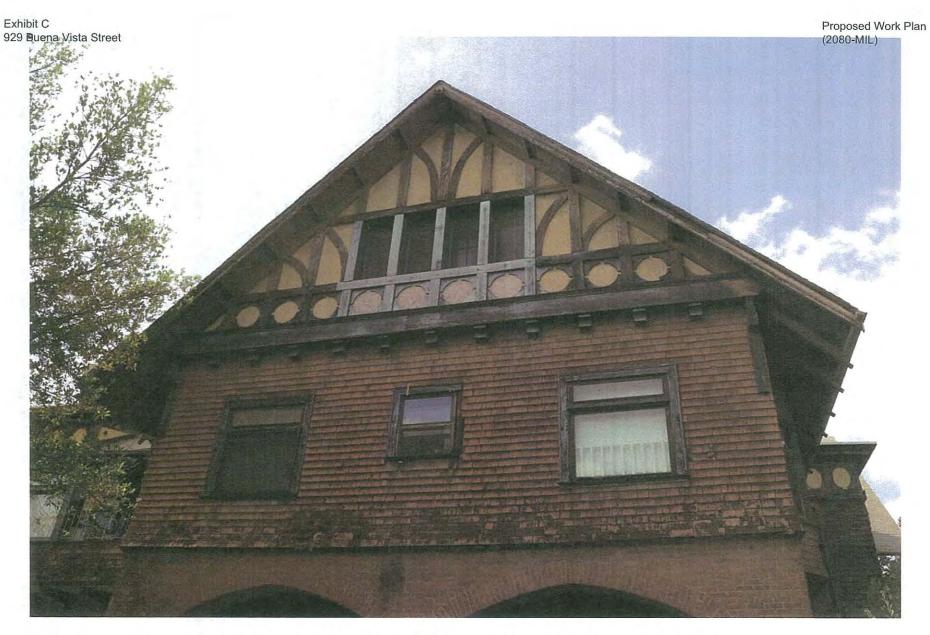


Figure 15 East elevation, side gable and second and third floors.



Figure 16 East elevation, main entrance, first and second floors.

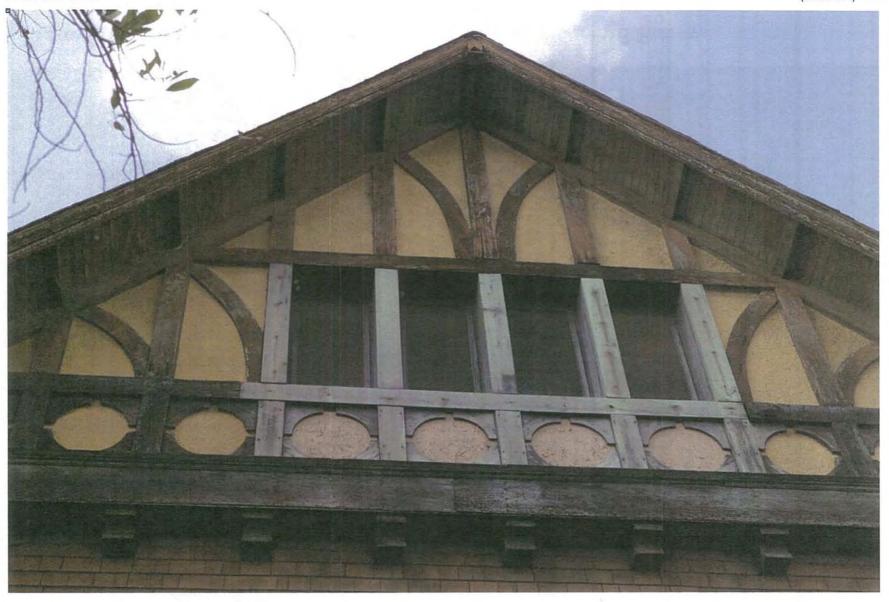


Figure 17 East elevation, top floor, gable, half-timbering and rafter detail.

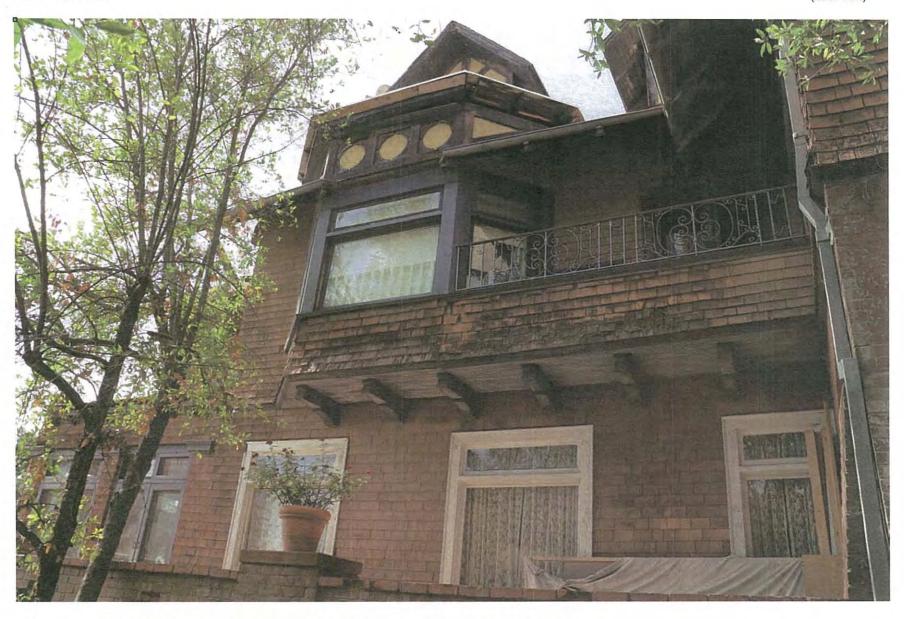


Figure 18 East elevation, northeastern perspective.



Figure 19 East elevation, northeastern perspective.

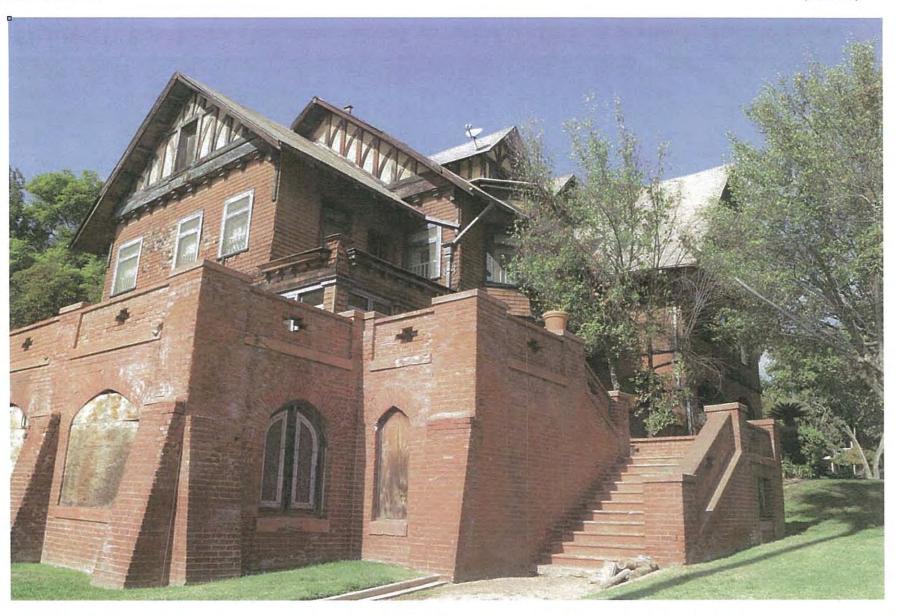


Figure 20 East elevation, residence and exterior walls of pool house. Southeast perspective.

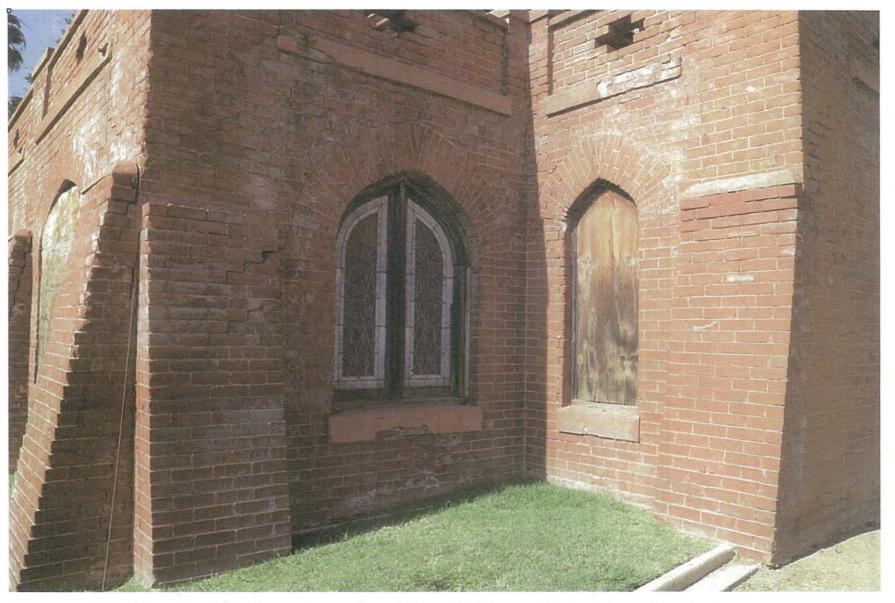


Figure 21 Southeast elevation, detail, exterior walls and stained-glass window of pool house. Southeast perspective.

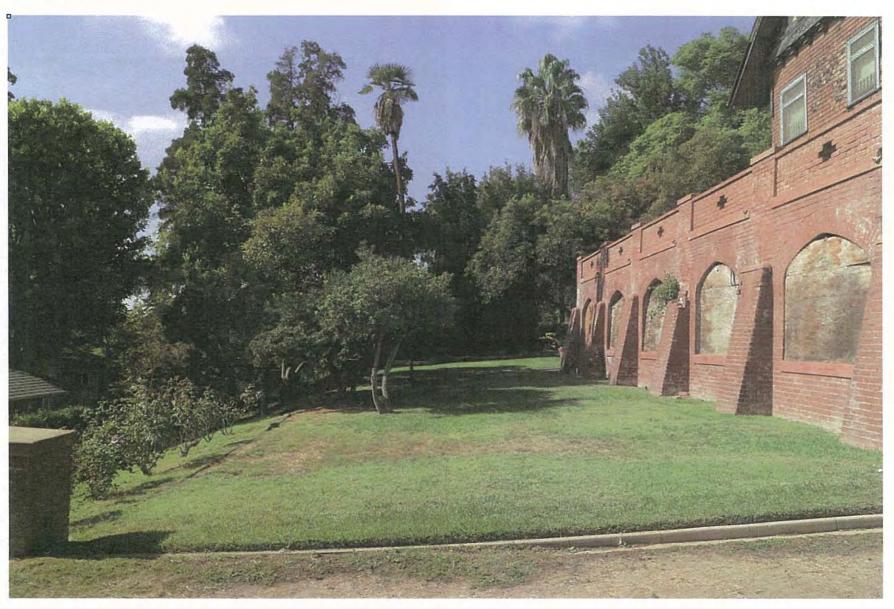


Figure 22 South elevation, exterior walls and buttresses of pool house, and sloping site. Southeast perspective.

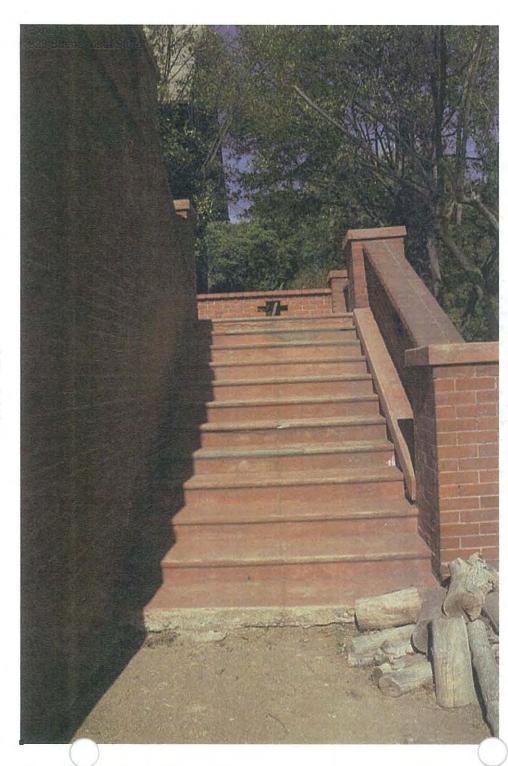


Figure 23 Torrance-Childs Residence. Stairs leading to south patio. South perspective.

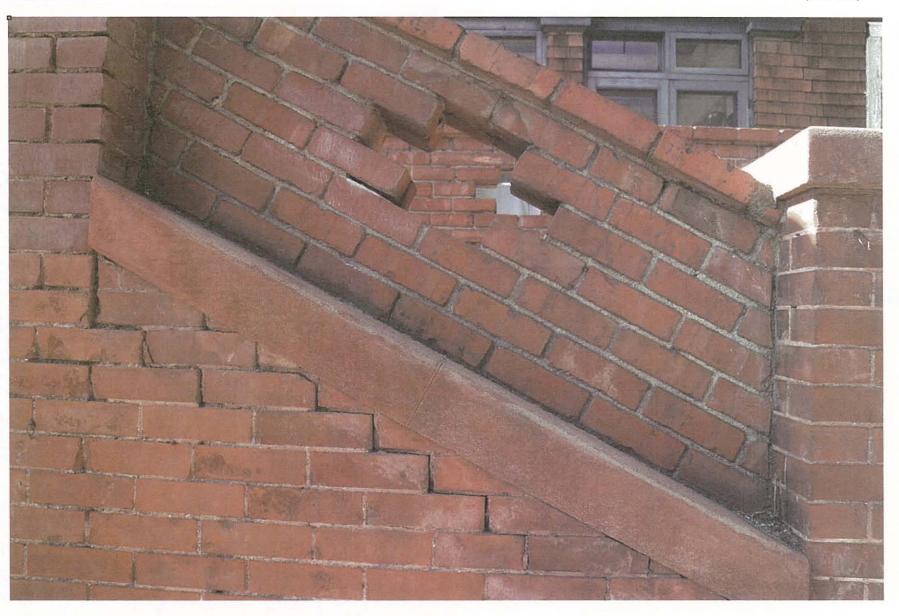


Figure 24 South stairs, detail of cracks and material failure. East perspective.

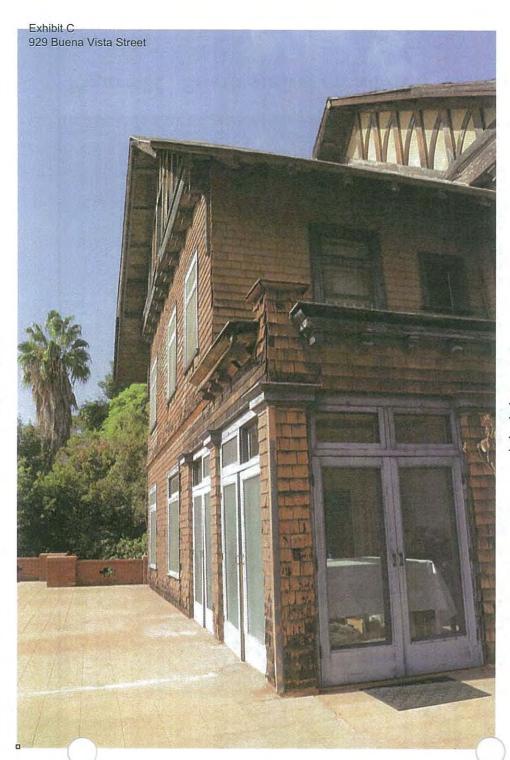


Figure 25 South elevation of residence, south patio. Southeast perspective.

Exhibit C 929 Buena Vista Street

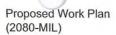




Figure 26 South elevation. Example of carpentry repairs needed. South perspective.

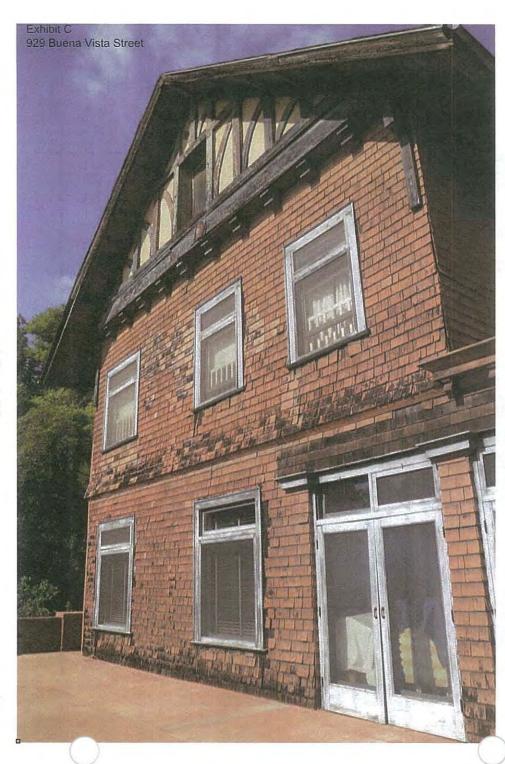


Figure 27 South elevation of residence & south patio. Southeast perspective.

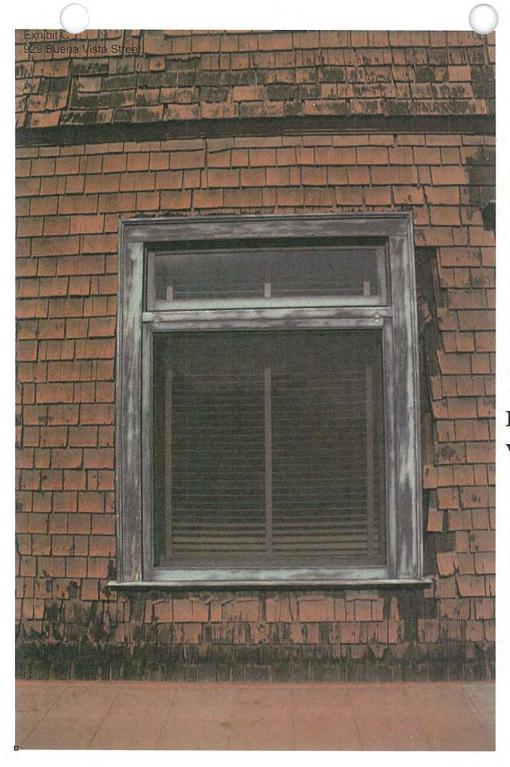


Figure 28 South elevation of residence, window and shingle detail. South perspective.



Figure 29 South elevation of residence, from south patio. Example of shingle deterioration. Southeast perspective.

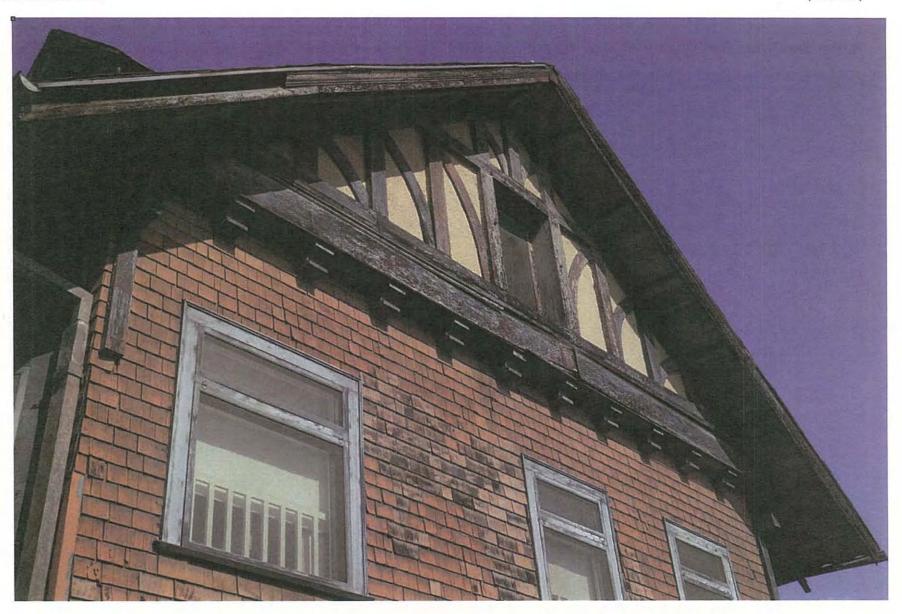


Figure 30 South elevation, detail, second and third stories. Southwest perspective.

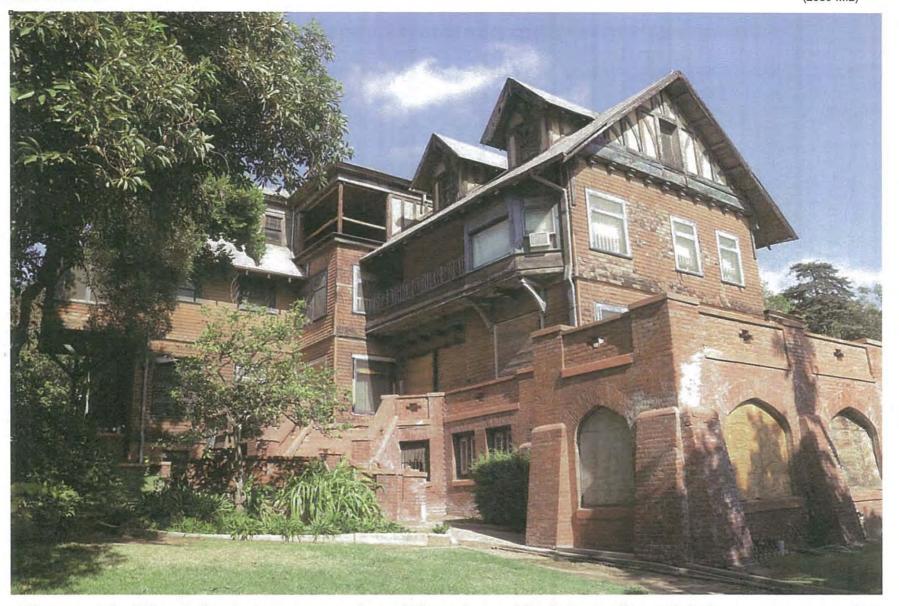


Figure 31 West elevation, overview. The sloped brick walls, with buttresses and pointed arch windows, mark the location of the pool house. Southwest perspective.

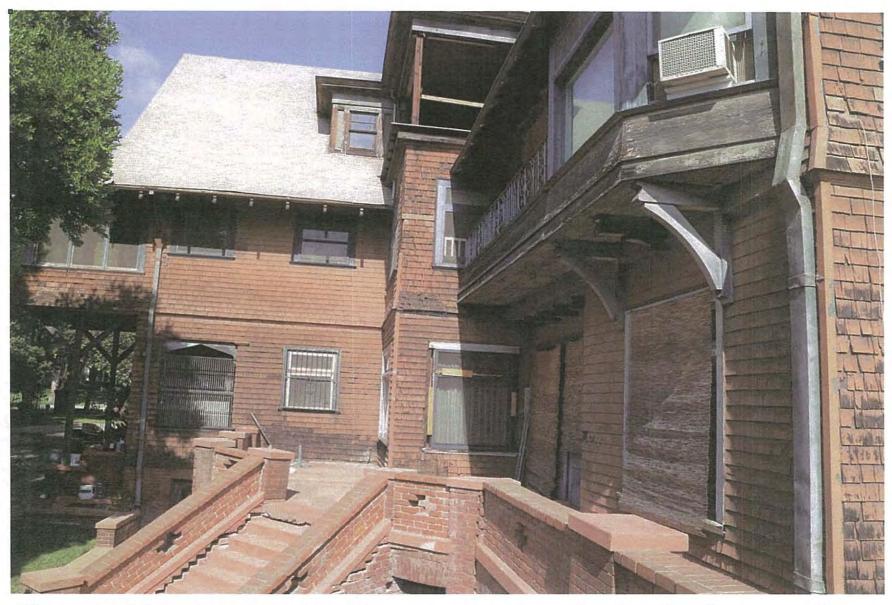


Figure 32 West elevation of residence, west patio and stairs. South perspective.

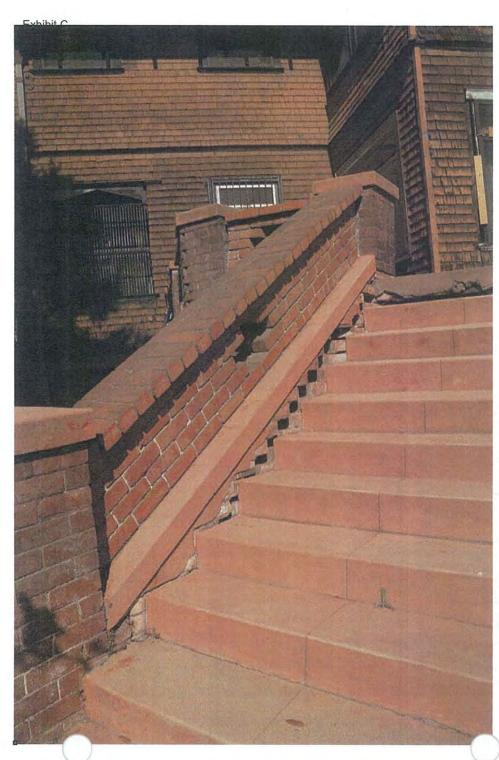


Figure 33 West stairs, splitting/cracking and material failure between brick railing and stairs.

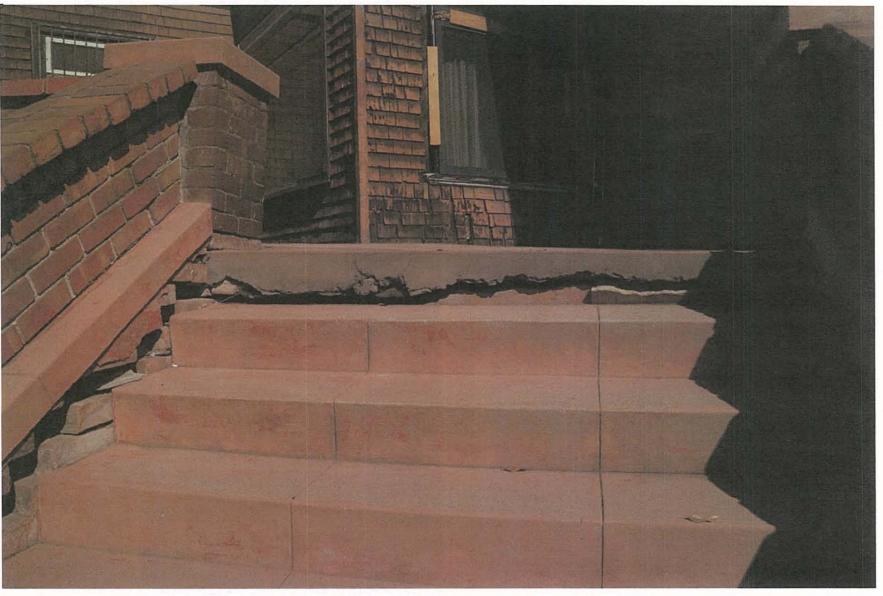


Figure 34 West stairs, detail of gap between stairs, west patio, and brick railing.

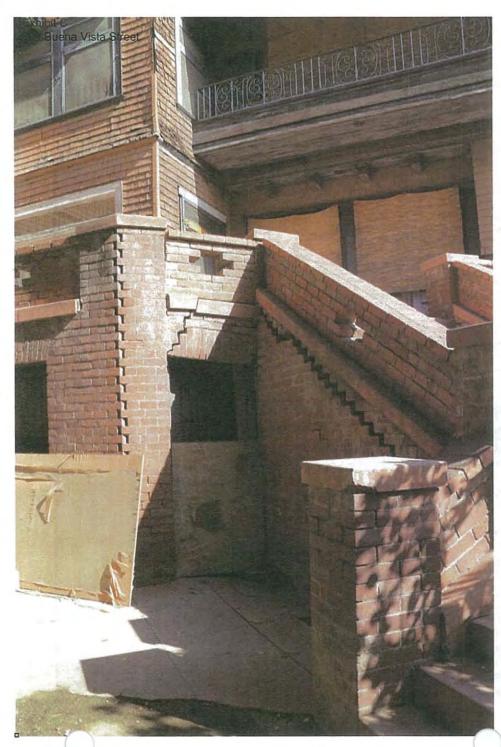


Figure 35 West stairs, splitting/cracking and material failure at lintel leading to basement door and brick railings and stairs.

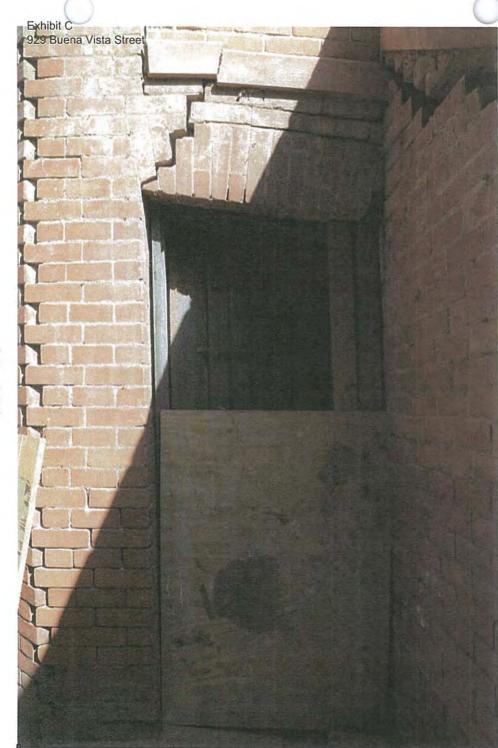


Figure 36 Detail, failing/collapsing lintel above basement door, west elevation.

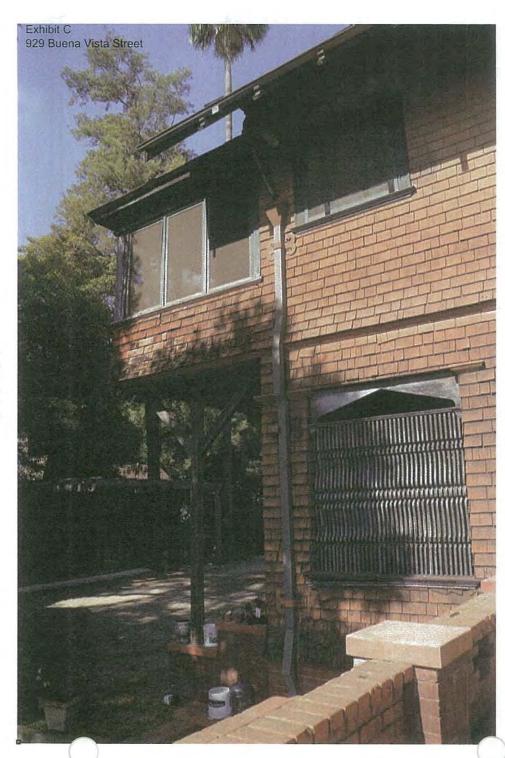


Figure 37 West elevation, detail of secondary entrance and second-story sleeping porch. View from west patio.



Figure 38 Secondary entrance, west elevation.

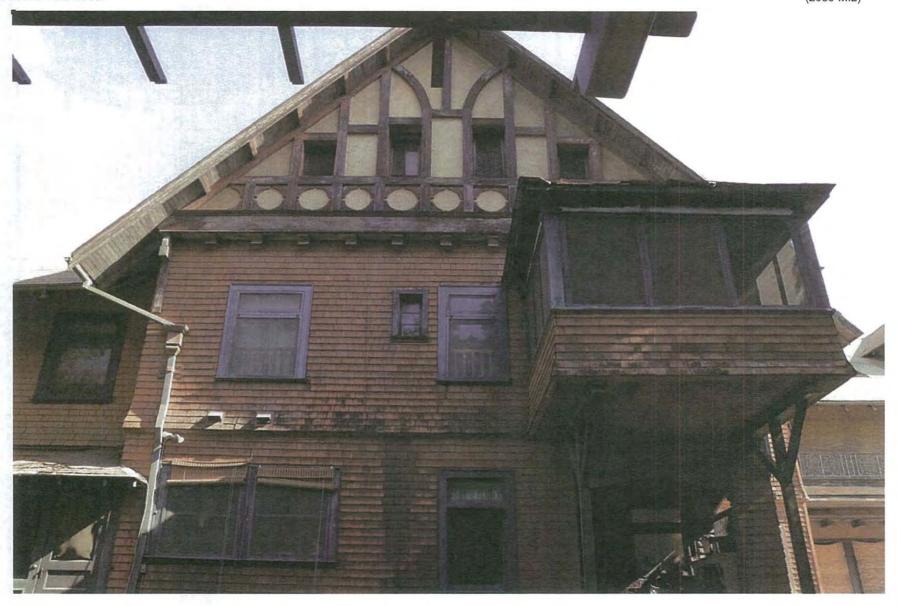


Figure 39 West elevation, detail, second and third stories.



Figure 40 West elevation. Northwest perspective.

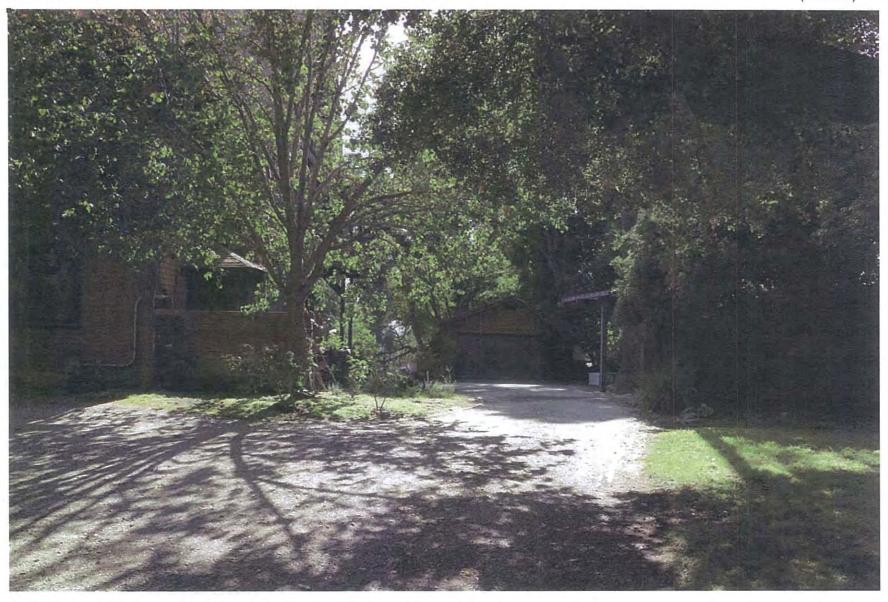


Figure 41 Main driveway, west elevation. North perspective.

Figure 42 Southwest corner of property.

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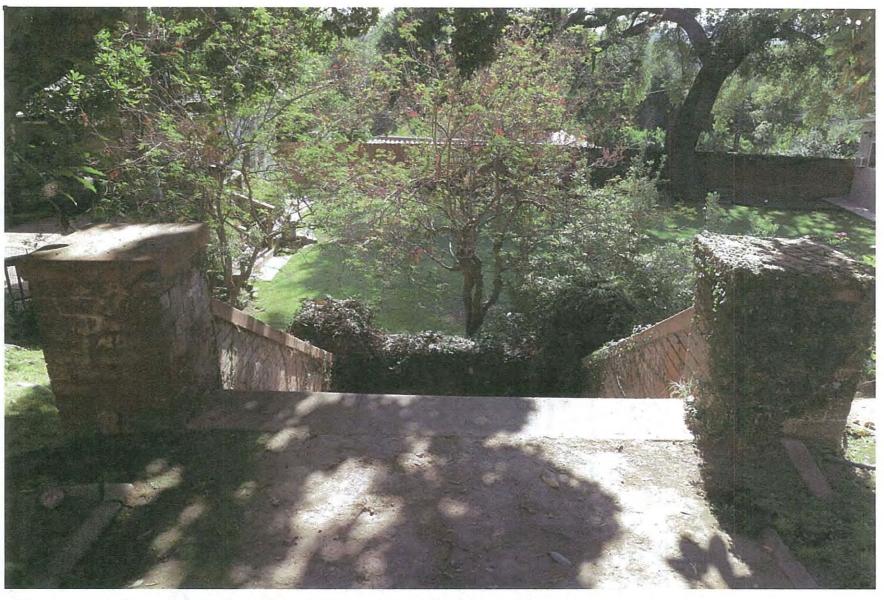


Figure 43 Southern border of property, brick staircase.



Figure 44 Garage, northwest portion of parcel.

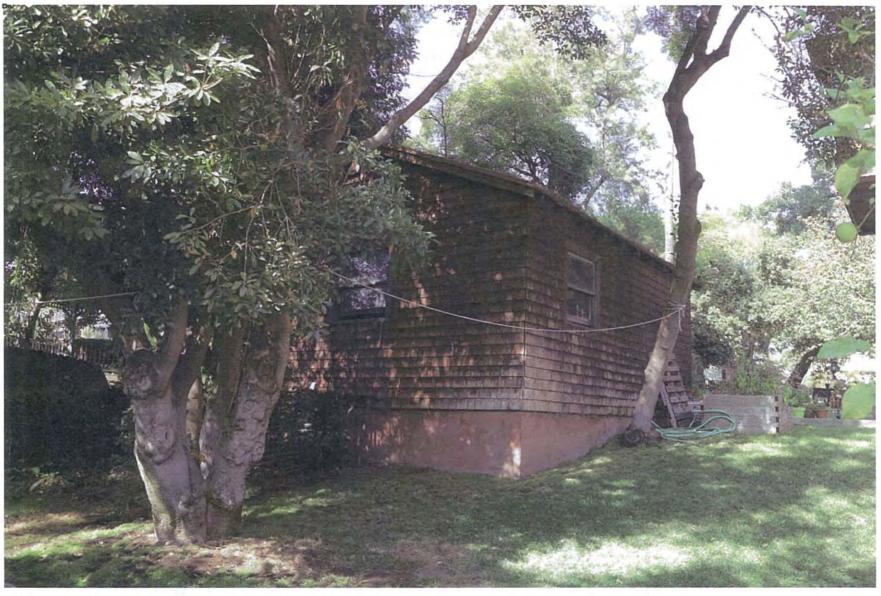


Figure 45 Rear elevation, garage. Northwest portion of parcel.



Figure 46 Northeast corner of property, at Meridian and Buena Vista. Northeast perspective.

Appendix B:

Letter of Intent to Apply for Mills Act Historic Property Contract, 929 Buena Vista Street, July 2016

> Original Landmark Nomination, June 1998

REVISED July 26, 2016

July 6, 2016

To: City Council of South Pasadena
Cultural Heritage Commission of South Pasadena

It is our intention to file a Mills Act application. On July 15, 1998 we registered our home as a landmark within a historic district under the Cultural Heritage Ordinance of the city of South Pasadena. It is registered as Landmark #41 in South Pasadena. The house is also part of the Prospect Circle Historic District. We have lived at 929 Buena Vista Street since 1997, for almost nineteen years we have restored and cared for this property.

This is an extensive property of almost two acres but the majority of the grounds are occupied by the house. The house itself is at least 14,000sq. feet with three stories, 10 rooms, basement, a garden room, and an indoor pool with 5 rooms attached. The restoration to this house is time consuming, labor intensive and at times overwhelming due to its size. It is an amazing house located on a wonderful hill overlooking a good part of South Pasadena and deserves to be rehabilitated and restored. There has also been historical figures who have occupied the premises such as Sidney Torrance, the founder of the City of Torrance, the Japanese silent film star and the Right Rev. W. Bertrand Stevens (Bishop of the Episcopal Diocese of Los Angeles).

Our commitment to restoring this amazing property has never wavered. We have never rushed to do repairs and have lived with malfunctions until we could finally understand the purpose of the way the house was built. One great example of this is that the windows on the second floor had gaps on all sides letting in air and noise. A contractor wanted us to repair them, but instead we researched more about the gaps surrounding the windows and uncovered that they were built with a purpose. This window design allowed the windows to pivot so that they could be cleaned indoors without ever having to use a ladder from the outside.

There are many examples of this ingenuity in the house so we have been slow and careful about restoring them so that things aren't taken out simply because they might not have an obvious purpose for today's standards. We are trying to avoid removing things that can never be rebuilt again for their intended purpose. On the flipside of this spectrum, the house was completed in 1904 and there are foundation issues, fireplaces that need to be rebuilt, outside woodwork and shingle repairs and major electrical and plumbing issues that have to be addressed sooner rather than later. Since the house is sinking in the front and side of the house stairs no longer align and there are major gaps between each step a structural engineer will need to be brought in to properly assess what needs to be done. We also do not have ample power coming into the house to support current light fixtures, computers, appliances and air units. The electricity is gradually going away on each of the sections of each story including the basement. It is time to address these issues earnestly to stop the house from further deterioration. So in retrospect the electrical and plumbing truly need to be updated to 21st century standards. The purpose is for modern convenience but also safety concerns. We currently have three sets of electrical wiring that have most electricians scratching their heads.

The tax relief offered through the Mills Act will enable us to continue the needed restoration and preservation of this amazing property. The house has been featured in the Endangered Historic

House Tour to end the 710 freeway and is used for speeches and other events for the city of South Pasadena. We enjoy giving back to our city and look forward to doing this in the future.

Please let us know when is a good time to meet to continue this Mills Act application.

Sincerely,

Aleta Blanc and Babak Zahabizadeh 929 Buena Vista Street South Pasadena, CA 91030 626.993.7072



CITY OF SOUTH PASADENA

1414 Mission Street . South Paradena . California 91030 . 799-9101

CULTURAL HERITAGE COMMISSION NOMINATION FORM TO REGISTER A LANDMARK (OR CONTRIBUTING PARCEL IN A HISTORIC DISTRICT)

A. IDENTIFICATION

NAME OF BUILDING OR SITE: Torrance - Childs House Rose Hedge House
PROPERTY ADDRESS: 929 Buena Vista Street
CONDENSED LEGAL DESCRIPTION: <u>Eaton Tract</u> . <u>Lot common North</u> Parallel with East line of lot 1,41,29 feet from Northwest
DATE OF CONSTRUCTION: 1902 commissioned, 1903 commenced, 1904 completed BUILDER: William C. Crowell ARCHITECT: Charles W. Buchanan

ORIGINAL USE: Single family residence
PRESENT USE: Single family residence
original owners: Emma B. Childs, widow of George W. Childs, editor of The Miladelphia Ledger and noted philanthropist. (1902-1912)
INTERMEDIATE SIGNIFICANT OWNERS: lared Sidney Torrance, founder of arty of Torrance and Pasadena Electric Co. A well-known and successful business man Mr. Torrance served as director of over 140 business enterprises. The torrance family retained ownership until 1936, when it was sold to the Right Reverend & Bertrand Stevens, bushop of the Los Angeles diocese of the Episcopal Church
PRESENT OWNERS: Babak Zahabizadeh and Aleta Blanc
B. <u>DESCRIPTION</u> (Photographs must be provided)
STYLE OR PERIOD: English Tudor Revival
CONSTRUCTION MATERIALS: Brick, Shingle and timbered stucco

SIGNIFICANT ARCHITECTURAL FEATURES (exterior and interior):
Thirty-Rive room English Tudor Revival
Thomas changes extensive sarches & recentar and structuse
with stained glass panels egut Greplaces, & betrooms 5 bathrooms
Indoor swimming pool, elevator. Original gas/electric fixtures still in
with stained glass panels, eight fireplaces, & bedrooms 5 bathrooms Indoor swimming pool, elevator. Original gas/electric fixtures still in place. Extensive communication system. Chapel.
Pool area lit by multiple stamed-glass: windows:
• • • • • • • • • • • • • • • • • • •
ADDITIONS AND/OR MODIFICATIONS:
Chapel was undoubtedley a later additional
•
C. <u>DISCUSSION OF DESIGNATION CRITERIA</u> (Please include historical, cultural, botanical
and/or archeological significance.)
Control of the state of the and the town Tim Bonney
See attached House history by architectural historian Tim Gregory; and a chapter on Jared Sidney Torrance from Historical Torrance,
and a chapter on Jared Sidney Torrance Hom Historical Porrance,
published in 1984.
also included is a letter and notes from Edith Sterens Haney,
(dated January, 1998). Mrs Haney is the daughter of Wm. Bertrand
(dated January, 1998). Mrs Haney is the daughter of Wm. Bertrand Stevens, bishop of the Los Angeles diocese of the Episcopal Church,
who was the owner from 1931-1947

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	de la que en la companya de la comp
Е.	PRESERVATION STATUS (Is the structure threatened with demolition or alteration by eithe the public or private sector?)
altı	ough the house is not within the current alignment of
the	proposed 710 Freeway extension the freeway would
des	proposed 710 Freeway extension, the freeway would troy much of the residential neighborhood context. It
WOU	uld degrade the quality of life and, most likely, severely
<u> </u>	ress property values.
	•
 ,	
	PRESENT CONDITION
F.	
	Demands intent (the addition of the tuneston)
XTERIOR:	Primarily intact: (The addition of the two-story
XTERIOR;	Primarily intact. (The addition of the two-story that includes the chapel and stained glass windows over wings is Holfover sovens old and a significant historic feature, Sa tiron work in the garden and west side.
XTERIOR: Section the Sta mWrough	that includes the chancel and stained class windows over

SITE:	Owner
-:::	
TYPE	OF NEIGHBORHOOD (residential, commercial, etc.):
	Estate/residential
	G. <u>PUBLISHED REFERENCES</u> (Please include all sources of information, including any state or county surveys.)
Ü.	Historic Torrance, 1984. Excellent chapter on Gared Sidney. Torrance and this home in South Pasadena at 929 Basina Vista.
<u> </u>	Endangered House tour brochure of South Pasadena Preservation Foundation
②	May 3, 1998.
 	
	H. NAME AND ADDRESS OF PROPONENT
NAME	: Alen Duncan, chair, South Pasadena Coltural
1421415	Heritage Commission
ADDR	Ess: 2031 Berkshire Av., South Pasadena, 91030
TELEI	PHONE NUMBER: 213 / 344 - 8430

SIGNATURE OF PROPONENT:

Hen Duncan

DATE: May 15 19

1. SIGNATURE OF CONSENTING OWNERS

I/We certify that I/we am/are the owners of the property which is being nominated for registration as a landmark or as a parcel within a historic district under the Cultural Heritage Ordinance of the City of South Pasadena and hereby consent to the registration of the property as a landmark or a parcel within a historic district under the Cultural Heritage Ordinance.

Dated:

Dated: 6/18/98

Form prepared April 1992

Appendix C:

Documentation



August 30, 2017

Submit to: Mr. Bobby Zahabizadeh and Ms. Aleta Blanc 929 Buena Vista Street South Pasadena, CA 91030 Property: Torrance - Childs House 929 Buena Vista Street South Pasadena, CA Page 1 of 3

Torrance - Childs House Mills Act Cost Estimate

Description of Restoration/Construction Work:

- Geo-Tech and Engineering
 Soils samples are to be taken at points around the property in order to analyze the subsurface conditions to assist the engineer when designing the foundation repairs.
- 2. Front Stairs to Main Entry & Adjacent Corner Foundation at House
 - A. Front Stairs: These steps are at the east of the north elevation. Carefully remove the large sandstone steps and set them aside. Remove the stone piers. Trench and pour a new concrete foundation. Reset the sandstone steps aligned so that the upper step is the same height as the covered concrete walkway.

 Engineering for repairs at stairs is also estimated.
 - B. Adjacent Corner Foundation at House: This includes repairs to the corner of the house at the west end of the same front steps discussed above. Strengthen foundation to resist settlement and repair cracks in brick wall at this corner.

 Engineering for repairs at corner of house is also included.
- 3. West Brick Staircase

Reconstruction: Carefully photograph, measure, and draw existing conditions and provide documentation for accurate reconstruction. Shore up basement directly below stairs. Disassemble that section of the stairs from the terrace level at the first floor down to the midlanding. Salvage all materials possible for appropriate reuse. Disassembly includes the brick railings, sidewalls, concrete steps and foundations. Excavate for new foundations and compact soil. Form, set rebar, and pour new concrete foundations, sidewalls, and supports. Cover sidewalls with original brick veneer. Rebuild brick railings, lintels, steps, and other incidental concrete details. Engineering for West Staircase is also estimated.

4. Engineering for Repairs at Swimming Pool Enclosure, both Interior and Exterior This includes the engineering for Items 5, 6, 7 and 8 below

Mr. Bobby Zahabizadeh and Ms. Aleta Blanc Torrance - Childs House, Mills Act Cost Estimate August 30, 2017 Page 2 of 3

5. Indoor Swimming Pool Enclosure

Repairs to Concrete Ceiling & Exterior Walls: Provide scaffolding as needed for access to interior ceiling and arches. Epoxy inject ceiling and wall cracks. Remove spalled sections of concrete beams and at outer walls. Grind concrete at perimeter of spalls to form square edges. Clean exposed rebar and double prime. Patch prepared spalls with concrete/mortar.

6. Indoor Swimming Pool Enclosure, Strengthen Outer Foundation Beneath East, South, and West Walls

Excavate at perimeter of walls for a below grade foundation bond beam to wrap around the three walls. Set rebar, form, and pour bond beam.

- 7. Indoor Swimming Pool Enclosure, Repairs to Brick Wall & Buttresses
 Disassemble misaligned bricks at arches and buttresses where necessary. Salvage all bricks
 for reuse. Remove roots from behind bricks where exposed. Reset removed bricks with
 veneer ties. Re-point where needed with mortar custom mixed to blend in strength, color and
 texture with the adjacent original materials.
- 8. Indoor Swimming Pool Enclosure, Inject Cementitious Grout
 Inject cementitious grout in the uneven void between the concrete exterior walls and the brick
 veneer.
- Disassemble/Remove Non-Original Organ Tower at North Elevation
 Deconstruct organ tower, salvage materials, and reconstruct missing exterior details.
- 10. Improve Site Drainage Along West Elevation

 Excavate and install a sump pit, pump, and new drain lines along the west elevation.
- 11. Waterproof West Basement Wall Below Grade

Excavate along west basement along with site drainage work to expose the mid section of west basement wall. Clean wall, patch holes and cracks. Install a waterproof membrane, protection board, and backfill.

12. Repair Shingle Siding

Remove damaged shingle siding where it occurs at all elevations. Spot replace the deteriorated waterproof paper beneath the removed shingles. Install new singles in a pattern and of a kind to blend the old and new materials.

- 13. Wash and Stain/Paint Wood Shingles
- Abate Exterior Wood Trim
 Abate the exterior wood trim to remove the lead paint.
- 15. Carpentry Repairs at Dormers, Eaves & Split Timber Trim
 Various carpentry repairs at trim details at the four elevations other than doors and windows.
- 16. Repairs at Doors and Windows

Various carpentry repairs at doors and windows including refitting for proper operation, reinforcing corners where loose, replacing frames where they are too damaged to be repaired, and re-screening.

Mr. Bobby Zahabizadeh and Ms. Aleta Blanc Torrance - Childs House, Mills Act Cost Estimate August 30, 2017 Page 3 of 3

17. Roof Replacement & Gutters Repairs

This includes removal of existing roofing, plywood sheathing where necessary, repair of gutters, replacement of flashings, installation of new asphalt shingle roofing, and flat roof replacement.

18. Foyer Ceiling, Repair of Damaged Plaster

This item includes replacement of one panel of damaged plaster at ceiling of foyer. Remove loose and/or damaged plaster within this panel. Clean out keyways and install a three-coat system of plaster. Finish is to match adjacent panels. Adjacent molding at perimeter of panel to be tightened if needed.

19. Scaffold

Provide scaffolding for exterior carpentry repairs and painting at all elevations.

20. Repair, Wash and Paint Stucco

Repair the damaged stucco where it occurs. Carefully remove only damaged stucco. Patch where needed using a technique that matches and blends the texture with the original.

21. Rebuild West Terrace Deck Above West Stairs

This is the cracked and broken section of the terrace at the west elevation at the top of the west brick stairs and over the basement below. The work includes shoring the deck and walls, removing the concrete deck, installing new steel supports, pouring a concrete deck, waterproofing the deck and pouring a new topping to approximate the original in color and pattern.

- 22. General Conditions: Superintendent, Storage, Dumpster, Fences, Toilets, etc.
- 23. General Contractor Overhead & Profit 10%

CALIFORNIA RESTORATION & WATERPROOFING A CALIFORNIA CORPORATION

David D. Charlebois, President

Daved Charle



August 30, 2017

Torrance - Childs House, Mills Act Cost Estimate

1	Geo-tech and Engineering Analysis of Ground Site Conditions at Property	\$13,300
2	Front Stairs to Main Entry & Adjacent Corner Foundation at House, Repairs Engineering	\$34,300 \$3,500
3	West Brick Staircase, Rebuild Foundation & Walls, Repairs Engineering	\$105,750 \$16,350
4	Engineering at Interior Swimming Pool Structure (5, 6, 7 and 8 below)	\$32,250
5	Indoor Swimming Pool Enclosure, Repair Concrete Ceiling & Walls	\$76,250
6	Indoor Swimming Pool Enclosure, Repair Exterior Foundation along South, West and East Walls	\$54,100
7	Indoor Swimming Pool Enclosure, Repair Exterior Brick Walls & Buttresses	\$87,550
8	Indoor Swimming Pool Enclosure, Inject Grout Between Concrete Walls & Brick Veneer	\$43,800
9	Tear Down North Organ Tower & Restore Original Siding & Details	\$87,840
10	Improve Site Drainage along West Elevation	\$26,250
11	Waterproof West Basement Wall Below Grade	\$29,100
12	Repair Shingle Siding	\$37,000
13	Wash and Stain/Paint Wood Shingles	\$24,500
14	Abate Exterior Wood Trim	\$112,350
15	Carpentry Repairs to Dormers, Eaves, Split Timber Trim, Etc.	\$154,250
16	Repairs to Doors and Windows	\$201,000
17	Roof Replacement & Gutter Repairs	\$218,250
18	Foyer Ceiling, Repair Damaged Panel	\$4,725
19	Scaffold and Rentals	\$62,000
20	Repair, Wash and Paint Stucco	\$13,500
21	Rebuild West Terrace Deck Above West Stairs	\$73,000
22	General Conditions: Superintendent, Storage, Dumpster, Fences, Toilets	\$108,000
23	General Contractor Overhead & Profit 10%	\$161,892
	Grand Total	\$1,780,807

Exhibit C 929 Buena Vista Street Melvyn Green & Associates Inc



Structural Engineering Architectural Preservation Materials Conservation

August 25, 2017

3868 Carson Street Suite 300 Torrance, CA 90503 Mr. David Charlebois California Restoration and Waterproofing 1518 Arrow Hwy. Unit C La Verne, CA 91750

Re: 929 Buena Vista, Pasadena

www.mgreenassoc.com

Dear Mr. Charlebois

This letter will summarize our view of structural conditions and repair needs for the dwelling at the address noted above.

Overview

The building site is sloping towards the south. The soil appears to have significant clay and may be expansive, meaning that it will shrink as it dries and swells when wet. In addition to the clay soil conditions, there may be other specific site issues such as ground creep that requires attention.

Most of the first floor of the building is of unreinforced masonry (brick) construction. There is some wood frame construction in a few areas of the first floor. The upper stories appear to be completely wood frame.

Observations

West Elevation

Stairs to Deck – The grand exterior stairway has significant settlement of the side retaining walls. This has resulted in the walls of the stairway cracking and settling away from the risers and the railings. These walls are retaining walls with earth behind them so there is an actual pressure on them. The walls are 17 inches thick.

North Basement Door - The lintel over the north door has failed due to movement, possibly settlement or from the pressure of the stainway. The lintel also supports some of the concrete deck above. The door no longer closes. Some lintel bricks could fall.

South Basement Area at Stairs – The area of the basement supports a concrete deck. The deck is supported by a long steel beam that bears on the brick walls. The brick walls also support the edge areas of the deck. Small steel sections (possibly straps or angles) are placed at about 2 feet on center. These span between the beam and walls and support the deck. The beam may have sagged as there are three wood posts that may be propping up the steel beam.

Deck — The concrete deck has deflected in some areas creating a lake like condition when it rains or water washed. This ponding of water results in some leakage leading to rusting of the steel supports and reinforcing.

David Charlebois August 25, 2017 Page 2

South Elevation

The south elevation has the swimming pool structure. The structure appears to be concrete construction with an exterior brick veneer. In a number of areas on the south elevation (as well as the east elevation) the veneer brick is missing and/or falling away.

The wall may be rotating or settling at the base. This movement is probably due to ground settlement or clay shrinkage. The result is that the veneer is breaking away from the concrete wall at the buttress and other areas.

On the interior the concrete wall has a number of cracks in the Western part of the south wall. Plaster is flaking away from the concrete, possibly due to moisture and the movement.

East Elevation

The east elevation of the pool area has similar damage to that of the south elevation.

North Elevation and East Entry

The north elevation consists of the entry porch (which also faces east) and a grade level underfloor space. There is a tall wood frame structure adjacent to this area that previously contained the pipe organ pipes.

There is a large crack in the brick wall at the entry that extends from the north wall diagonally to the window at the entry.

Recommendations

Site — It is recommended that a forensic geotechnical report be prepared. Such a report would provide answers to questions regarding the site soils and conditions. Questions such as: Is the soil highly expansive? Is there any soil creep? And similar questions could be answered. Why this? Any repairs to the brick walls should not be just patching the cracks but should make sure the underlying cause of the damage is determined and mitigated.

Site drainage – Water on the site should be positively conveyed away from the building and off the site.

Brick Structures - The brick portions of the building are suffering from soil settlement and possibly structural weakness.

Concrete areas, such as the pool house, will require epoxy injection of the cracks so the wall regains its original strength.

The soil settlement permitted the brick walls at the stairway, for example, to settle and break away from the stair treads and railings. Soil settlement at the pool building appears to have resulted in outward wall rotation as well as settlement.

Simply repairing the visual damage will result in continued future cracks and deterioration.

Thus the geotechnical investigation will provide guidance for any structural repairs.

David Charlebois August 25, 2017 Page 3

Phasing and Budget

In reviewing the building it is obvious that most building owners cannot undertake all the work as a single stage project. Phasing would be a reasonable approach.

Phase I is to do the geotechnical investigation and provide protection from falling brick. This may involve removal of any loose bricks above walkways and public areas. Taping off other areas to limit site user's access is also advised.

Phase II would be to begin work on the brick walls. Starting with the west elevation and stairway is a recommended first task. It may also be advisable to investigate further the steel beam in the basement to make sure it is not deflecting and damaging the concrete deck.

Future phases would include the pool building, the entry, and the organ structure.

Please let me know whether you have additional questions.

Yours truly,

Melvyn Green Structural Engineer

ANNUAL PROPERTY TAX INFORMATION STATEMENT Sed Wo 2046

929 Buena Vista Street CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY

SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2016 TO JUNE 30, 2017

JOSEPH KELLY, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT lacountypropertytax.com

ASSESSOR'S ID. NO.

CK

PROPERTY IDENTIFICATION

ASSESSOR'S ID.NO.: 5317 035 004 16 000

OWNER OF RECORD AS OF JANUARY 1, 2016

SAME AS BELOW

MAILING ADDRESS

0151703 0151703 0864 006 123 - 576113

ZAHABIZADEH BABAK CO TR ZAHABIZADEH FAMILY TRUST 929 BUENA VISTA ST

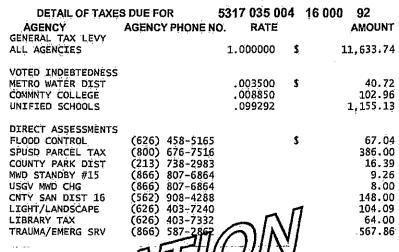
SOUTH PASADENA CA 91030-1703

ELECTRONIC FUND TRANSFER (EFT) NUMBER

ID#:19 5317 035 004 8 YEAR:16 SEQUENCE:000 2 PIN: N1KSAF

For American Express, Mastercard and Visa payments call 1(888) 473-0835 and have available the EFT number listed above. Service fees will be charged.

SPECIAL INFORMATION



ROPERTY LOCATION AND/OR PROPERTY DESCRIPTION 929 BUENA VISTA ST SOUTH PASA EATON TRACT LOT COM N PARALLEL WITH E LINE OF LOT 1,41.29 FT FROM NW COR OF COMPLETE DESCRIPTION IN ASSESSOR RECORDS

LOT

ASSESSOR'S REGIONAL OFFICE

REGION #05 INDEX: EAST DISTRICT OFFICE 1190 DURFEE AVE. SOUTH EL MONTE CA 91733

(626)258-6001

PLEASE USE THIS FOR PAYMENT, ONLY IF YOUR TAXES ARE NOT PAID BY

YOUR LENDER/MORTGAGE

ACCT. NO.: 572 PRINT NO.: 401880 BILL ID.: IB

TOTAL TAXES DUE \$14,303.19 **FIRST INSTALLMENT TAXES** \$7,151.60 **DUE NOV. 1, 2016** SECOND INSTALLMENT TAXES DUE FEB. 1, 2017 \$7,151.59

VALUATION INFORMATION

ROLL YEAR 16-17 CURRENT ASSESSED VALUE TAXABLE VALUE 930,706 930,706 LAND **IMPROVEMENTS** 232,668 232,668

> TOTAL LESS EXEMPTION:

NET TAXABLE VALUE 1,163,374

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO \$50,00.

IMPORMATION ONLY

2016

1,163,374

ZAHABIZADEH, BABAK CO TR 929 BUENA VISTA ST SOUTH PASADENA CA 91030-1703 ASSESSOR'S ID. NO.

PK

5317 035 004 16 000 92

2

2^{NO} INSTALLMENT DUE

\$7,151.59

INDICATE AMOUNT PAID

PAYMENT DUE 02/01/17 ---

TRA: 09030

IF NOT RECEIVED OR POSTMARKED BY 04/10/17 REMIT AMOUNT OF \$7,876.74

MAKE PAYMENT PAYABLE TO:

Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

52983

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P.O. BOX 54018

LOS ANGELES, CA 90054-0018

17516000253170350040000715159000078767498320410

COMPANY.

ND



City of South Pasadena ista Guestions? Call Customer Service 1-855-518-4012 Hours M-F 7:30am to 5:30pm After Hours Emergency: (626) 403-7297 Make payments locally at: 1414 Mission St., South Pasadena, CA 91030 Hours: M-TH 7:30am to 5pm, Fridays 7:30am to 4pm

UTILITY BILL

Account Number: Customer Number: Location ID Number: Bill Date:

Proposed MAKEPLANC 0000699575-001506394 0000699575 001506394 08/16/2017

09/15/2017

\$1,420.20

Payments must be received by the due date or penalties will be assessed. Please consider processing time for payments made through bill pay. There is no need to create an online account to make your payments online. This bill reflects the new rubbish rales effective July 1st, 2016,

Compare your usage to other City of South Pasadena Customers online. Visit southpasadena.gwlathom.com and simply log into your account to see your usage history.

ALETA BLANC

Service Address: 929 BUENA VISTA ST Service Period: 06/05/2017 - 08/07/2017

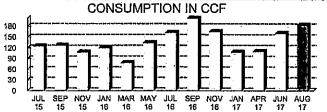
Account Summary	
Previous Balance:	\$1,282.98
Payments Received - THANK YOU:	\$-1,282.98
Balance Forward:	\$0.00
Adjustments:	\$0.00
Current Charges - Past Due After 09/15/2017	\$1,420,20
TOTAL AMOUNT DUE:	\$1,420,20

Due Date:

Meter Read Type	Meter Number	Previous Meter Read		Current Meter Read		Days	Consumed in (CCF) 1 CCF = 748 Gallons	Consumed (Gallons)
AMR Read	8535393	06/05/2017	2664	08/07/2017	2847	63	183	136,884

Water Consumption Charges		Mete	r Size 1"
Description Tier (CCF)	Cost Per CCF	Use in Tier CCF	Current Charges
Water Consumption - Tier 1	\$1.97	20	\$39.40
Water Consumption - Tier 2	\$3.36	25	\$84.00
Water Consumption - Tier 3	\$5.41	138	\$746.58
	Totals	183	\$869.98

Compare Your Water Usage



at southpasadena.gwfathom.com

Current Charges and Adjustments	
Water Basic Charge	\$109.92
Water Consumption	\$869.98
Efficiency Fee	\$25.62
Wastewater Basic Charge	\$29.85
Rubbish Service	\$307,42
Wastewater Discharge Fee	\$2.00
Utility Users Tax	\$75.41
Total Current Charges and Adjustments	\$1,420.20
Balance Forward Amount	\$0.00
<u> </u>	_

Compare your usage to other City of South Pasadena Customers online

City of South Pasadena C/O Global Water Resources 21410 N. 19th Avenue, Suite 201 Phoenix, AZ 85027-2758

00150639400006995750001420200



TOTAL AMOUNT DUE

Please return this portion with your payment. Please make checks payable to City of South Paulidena. Please Include customer account number on sheek. **Account Number** 0000699575-001506394

Due Date 09/15/2017 \$1,420.20 **Amount Due**

Enter Amount Paid \$

A Late Fee will be applied if payment is received after the due date.

Pay online at https://southpasadena.gwfathom.com

SEND REMITTANCE TO:

CITY OF SOUTH PASADENA PO BOX 51159 LOS ANGELES CÁ 90051-5459



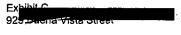
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169 1 AV 0.373 77348-SPAS78097-ST.1GRP-000169 ALETA BLANC 929 BUENA VISTA ST SOUTH PASADENA CA 91030-1703

T: 1

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P.O. Box 600 Rosemead, CA 91771-0001 www.scc.com

Your electricity bill

BLANC, ALETA / Page 1 of 4

For billing and service inquiries call 1-800-684-8123

Date bill prepared: Aug 24 17

Customer account 2-14-214-2389

Service account

3-013-2048-83

929 BUENA VISTA ST S PASADENA, CA 91030

Rotating outage

Group A017

Your account summary

Previous Balance	\$278.19
Payment Received 08/08	-\$278.19
Balance forward	\$0.00
Your new charges	\$240.91
Total amount you owe by Sep 12 '17	\$240.91

Compare the electricity you are using

For meter 222010-395004 from Jul 25 17 to Aug 23 17 Total electricity you used this month in kWh

Your next billing cycle will end on or about Sep 22 '17.

1,038

Please return the payment stub below with your payment and make your check payable to Southern California Edison.

If you want to pay in person, call 1-800-747-8908 for locations, or you can pay online at www.sce.com.

Tear here



(14-574)

Customer account 2-14-214-2389
Please write this number on your check. Make your check payable to Southern California Edison.

Amount due by Sep 12 '17

\$240.91

Amount enclosed

\$

STMT 08242017 P1

Tear here

BLANC, ALETA 929 BUENA VISTA ST SOUTH PASADENA, CA 91030-1703

P.O. BOX 600 ROSEMEAD, CA 91771-0001

14 214 2389 00000061 00000000000024091000024091

DATE MAILED Sep 14, 2017 (2080-Mage 1 of 2

24 Hour Service

1-800-427-2200 English 1-800-342-4545 Español

1-800-252-0259 TTY

socalgas.com

Account Summary

na Vista Street

A Sempra Energy anny

SoCalGas

Exhibit C

Amount of Last Bill Payment Received	08/31/17	THANK YOU	\$25.21 - 25.21
Current Charges			+ 33.55
Total Amount Due			\$33.55

SERVICE FOR

ALETA M BLANC

929 BUENA VISTA ST

ACCOUNT NUMBER 028 520 0781 0

S PASADENA CA 91030-1703

Current Charges

TAXES & FEES ON GAS CHARGES

Rate: GR - Res	idential	Climate Zone:	1	Baseline Allowar	sce: 15 T	hemis
Meter Number:	04172998 (Next schedu	led read date Oc	11 20	017)	Cycle:	11

Billing Period		Days	Current Reading	Previous Reading	= Difference	x Billing Factor	=	Total Therms
08/11/17 -	09/12/17	32	7373	7350	23	1.035		24
GAS CHA	RGES							Amount(\$)
Customer	Charge				32 Days	x \$.16438		5.26
Gas Servi	ice (Detai	ls belov	v)	24	4 Therms			
	Baseline			Over E	Baseline			
Therms used	15			9				
Rate/Therm	\$.85867			\$1.1	8667			
Charge	\$12.88			+ \$10	68		=	23.56

 -	•
	Amount(\$)

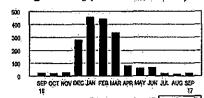
Total Gas Charges \$28.82

		- mineralistes
State Regulatory Fee	24 Therms x \$.00139	.03
Public Purpose Surcharge	24 Therms x \$.09842	2.36
South Pasadena City Users Tax	\$31.21 x 7.50%	2.34
	Total Tayes and Face on Gas Ci	orgon \$4.72

Total Current Charges \$33,55

Oct 4, 2017 DATE DUE **AMOUNT DUE** \$33.55

Gas Usage History (Total Therms used)



•	Sep 16	Aug 17	Sep 17
Total Therms used	26	18	24
Daily average Therms	.9	.6	.8
Days in billing cycle	30	29	32

Take control of your energy usage by upgrading to a smart thermostat. SoCalGas is now offering a limited time \$50 rebate on models from Nest, ecobee and Honeywell. Find out more at socalgas.com/rebates.

Did you know that about 60% of the electricity generated in California comes from natural gas? Energy Providers of Southern California educate customers on how to conserve. Visit ConserveEnergySoCal.com.

SoCalGas' gas commodity cost per therm for your billing period:

Sep......\$.33735

Aug......\$.35213

PLEASE KEEP THIS PORTION FOR YOUR RECORDS, (FAVOR DE GUARDAR ESTA PARTE PARA SUS REGISTROS.)

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, (FAVOR DE DEVOLVER ESTA PARTE CON SU PAGO.)

SocalGas A Sempra Energy unity

Save Paper & Postage PAY ONLINE

ACCOUNT NUMBER 028 520 0781 0 **DATE DUE** Oct 4, 2017 AMOUNT DUE \$33.55

Please enter amount enclosed.

Write account number on check and make payable to SoCalGas.

ALETA M BLANC 929 BUENA VISTA ST S PASADENA CA 91030-1703

SoCalGas PO BOX C **MONTEREY PARK CA 91756-5111**

80 0285200781 00003355 05

0285200781 0000083402

California FAIR Plan Association **DWELLING INSURANCE POLICY DECLARATIONS**

California 3435 Wilshire Blvd. # 1200 Los Angeles, CA 90010 (800) 339-4099 www.cfpnet.com

DATE ISSUED POLICY NUMBER CFP 2384273 05

02/10/2017

POLICY PERIOD

04/14/2017 To 04/14/2018 12:01 a.m. at the property location

INSURED NAME AND MAILING ADDRESS

BABAK ZAHABIZADEH **ALETA BLANC** 929 BUENA VISTA STREET SOUTH PASADENA, CA 91030 TRANSACTION TYPE Dwelling - Renewal Offer

YOUR INSURANCE BROKER A M S INSURANCE AGENCY, INC. (MARK WU) 319 N. SAN MARINO AVENUE SAN GABRIEL, CA 91775 PHONE NUMBER (626) 281-6854

PROPERTY LOCATION 929 BUENA VISTA ST SOUTH PASADENA, CA 91030

IMPORTANT NOTICE TO INSURED

The FAIR Plan does not estimate the cost to rebuild your home, or the cost of labor and materials in your (or any other) area, or determine the appropriateness of the coverage you select. Instead, those are your responsibilities. However, we are required by law to tell you that, "The limit of liability for this structure (Coverage A) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area, and specific information that you have provided about your home".

RATING INFORMATION

YEAR BUILT 1902

OCCUPANCY OWNER

OF UNITS 1

CONSTRUCTION TYPE FRAME

DEDUCTIBLE \$500

COVERAGE AND PREMIUM INFORMATION

In case of loss we cover only that part of the loss which exceeds the deductible shown. We provide only those coverages, endorsements and perils shown below as (
). These are brief summary descriptions; please read the entire policy for details. Ask your broker for assistance if you wish to obtain information about coverages you have not purchased.

COVERAGES, LIMITS, PERILS AND	PREMIUN	//S	
SELECTED COVERAGES		LIMITS	ţ
✓ A - Dwelling	\$	1,200,000	1
B - Other Structures see Schedule attached	\$	35,000	
C - Personal Property	\$	200,000	
D - Fair Rental Value	\$	0	,
✓ Ordinance or Law Coverage	\$	50,000	
Debris Removal (additional)	\$	0	1
Dwelling Replacement Cost	NOT	NCLUDED	1
Inflation Guard	NOT I	NCLUDED	<u> </u>
Personal Property Replacement Cost	NOT I	NCLUDED	•
✓ Fences	\$	15,000	i
Permitted Incidental Occupancy	\$	0	7
Plants, Shrubs and Trees	\$	0	:
Outdoor Radio and TV Equipment	\$	0	:
Awnings	\$	0	· ·
Signs	\$	0	ì
Improvements, Alterations and Additions	\$	0	<u> </u>

PERILS INSURED AGAINST	PF	REMIUM
Fire or Lightning, Internal Explosion and Smoke Damage	\$	1,370
Extended Coverages	\$	362
Vandalism or Malicious Mischief	\$	115
Total Annual Premium	\$	1.847

THIS IS NOT A BILL

You will be sent a bill approximately 30 days prior to the renewal effective date or you may pay any time online at WWW.CFPNET.COM

continued on reverse side Insured Copy

CFP-008A(10/2016)

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ATTACHMENT 5 Exhibit "D" Standards for Rehabilitation of Property

The Secretary of the Interior

Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

- 1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
- 2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
- 3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
- 4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
- 5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
- 6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
- 7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
- 8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
- 9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and the environment.
- 10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



1414 Mission, South Pasadena, CA 91030 TEL: 626.403.7210 • FAX: 626.403-7211 WWW.SOUTHPASADENACA.GOV

NOTICE OF DECISION RECOMMENDATION OF MILLS ACT CONTRACT

December 7, 2017

APPLICANT/OWNER:

Babak Zahabizadeh & Aleta Blanc

929 Buena Vista Street

South Pasadena, CA 91030

PROJECT #:

2080-MIL (Mills Act Application)

PROJECT LOCATION:

929 Buena Vista Street, South Pasadena, CA 91030

(APN: 5317-035-004)

HISTORIC NAME:

Torrance-Childs Residence, "Rose Hedge House" (CITY LANDMARK #41)

HISTORIC RATING:

2D

HISTORIC DISTRICT:

Buena Vista District

YEAR OF BUILT:

1902

ZONING:

RE, Residential Estate

Dear Mr. Zahabizadeh and Ms. Bianc:

NOTICE IS HEREBY GIVEN THAT on November 16, 2017 the City of South Pasadena Cultural Heritage Commission ("CHC") recommended that the City Council enter Into a Mills Act Contract regarding the rehabilitation of your property located at 929 Buena Vista Street.

In making their decision, the CHC recommended that the Restoration Work Plan include the following:

- 1. The applicant add an electrical engineering analysis.
- 2. The applicant add interior photographic documentation.
- 3. A site plan be provided with the geotechnical report.

The Mills Act Contract for your historic property will be considered by the City Council at their December 20, 2017 meeting held in the Council Chamber across the courtyard from City Hall.

If you have any questions regarding this notice, please contact me at (626) 403-7220.

Sincerely,

Edwar Sissi, Assistant Planner

929 Buena Vista Street | 2080-MIL

Recommendation of Mills Act Contract | 1

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ATTACHMENT 6Financial Analysis

Section IV Financial Analysis

	Proposed Project & Description	Est. Cost	Schedule
1.	Installation of Fire Alarm System	TBD	2018
2.	Geo-Technical Studies and Engineering Evaluation	\$ 13,300	2018
3.	West Brick Staircase, Rebuild Foundation/Walls, Repairs Engineering Evaluation	\$105,750 \$ 16,350	2018 2018
4.	Improve Site Drainage along West Elevation	\$ 26,250	2018
5.	Waterproof West Basement Wall Below Grade	\$ 29,100	2018
6.	Rebuild West Terrace Deck above West Stairs	\$ 73,000	2019
7.	Front Stairs, Main Entry & Adjacent Corner Foundation Engineering Evaluation	\$ 34,300 \$ 3,500	2019 2019
8.	Roof Replacement and Gutter Repairs	\$218,250	2021
9.	Repair Shingle Siding (includes as-needed carpentry repairs)	\$ 37,000	2023
10	. Wash and Stain/Paint Wood Shingles	\$ 24,500	2023
	Total Investment in Torrance-Childs Residence:	\$ 581,300	
	Total Tax Savings for Owners (10-year period)	\$ 147,496	
	Average Annual Cost to the City of South Pasadena:	\$2,337	

Section IV Financial Analysis (con't)

roperty Address; /pe: indmark #:	Single-fa	mily Residence	Pasadena, Cali Historical Land			Assessor's ID #: 5317 - 035 - 004 Current Assessed Value: \$ 1,163,374 (2016-2017)							
EVENUES Monthly Revenues	Annual Increase	Current Yr 2017 8,000.00	Year 1 2018 8,240,00	2019	Year 3 2020 8,741.82	Year 4 2021 9.004.07	Year 5 2022 9,274:19	Year 6 2023 9,552,42	Year 7. 2024 9,838,99	Year 8 2025 10,134,16	Усат 9 2026 10.438.19	Year 10 2027 10.751.33	
Annual Rental Income	3%	66,000.00	67,980.00		72,119.98	74,283.58	76,512.09	78,807.45	81,171.68	83,606.83	86,115.03	88,698,48	
NNUAL EXPENSES													
Insurance	5%	1,847.00	1,939.35		2,138.13	2,245.04	2,357.29	2,475.16	2,598.91	2,728.86	2,865,30	3,008.57	
Ütilities	6%	8,956.00	9,493.36	10,062.96	10,666.74	11,306.74	11,985.15	12,704.26	13,466.51	14,274.50	15,130.97	16,038.83 T	otal Costs
Maintenance	5%	38,500,00	40,425.00	42,446.25	44,568.55	45,796.99	49,136,84	51,593.68	54,173.37	56,682.03	59,726,14	62,712,44	\$508,461.31
7. Management / Other	· -	0.00	-•	-,		•	•	•	-	,	• -	•	
OTAL EXPENSES													
Sum lines 3 through 7		\$49,303.00	\$51,857.71	\$54,545.53	\$57,373.44	560,348.77	563,479.28	\$66,773.10	s70,238.79	\$73,885.40	\$77,722.41	S81,759.84	
NNUAL NET INCOME													
Line 2 minus line 9		\$16,697.00	\$16,122.29	\$15,473.87	S14,746.55	\$13,934.81	\$13,032.81	\$12,034.36	\$10,932.88	\$9,721.43	\$8,392.62	\$6,938.64	
APITALIZATION RATE													
. Interest Component	6.5%				•								
. Historic Property Risk	4.2.1												
mponent	4.0%												
	1.0%												
Property Tax Component													
3. Amortization Component	5.0%												
I. Total Capitalization Rate	16.5%												
EW ASSESSED VALUE							*						
5. Mills Act Assessment													
(Line 9 divided by 16.5%)		\$101,193.94	\$103,521.40	\$105,902.39	\$108,338.15	\$110,829.92	\$113,379.01	5115,986.73	5118,654.42°	5121,383.48	S124,175.30	\$127,031.33	
AXES: AMOUNT TO BE PAI)												
. Tax under Mills Act													
(Line 15 x .01035146)		1,047.51	1,071.60	1,095.24	1,121,46	1,147.25	1,173.64	1,200.63	1,228.25	1,256.50	1,285.40	1,314.96	
•				•							.=		otal Tax
7. Current Tax	2%	14,303.19	14,589.25	14,881.04	15,178,66	15,482.23	15,791.68	16,107.72	16,429.87	16,758.47	17,093.64	17,435.51 S	avings
3. Tax Savings							** 610 3*	14 007 00	16.701.63	15 501 53	1E 000.74	16 130 55	-0142 002 24
(Line 17 minus line 16)		13,255.68	13,517.66	13,784.79	14,057.20	14,334.98	14,618.24	14,907.08	15,201.62	15,501.97	15,808,24	10.120.55	\$147,852.34
													leunnu
AXES: COST TO CITY													lverage
9. Annual Cost to City	16%	\$2,120.91	\$2,162,87	\$2,205.57	\$2,249.15	\$2,293.60	\$2,338.92	\$2,385.13	S2,432.26	52,480.32	S2,529.32	\$2,579.29	52,343.39

Prepared by Debi Howell-Ardiia for Bobby Zahabizadeh and Aleta Blanc

November 10, 2017

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ATTACHMENT 7 Letter of Intent to File Mills Act

RECEIVED

July 6, 2016

JUL 0 6 2016

CITY OF SOUTH PASADENA
PLANNING AND BUILDING DEPT.

To: City Council of South Pasadena Cultural Heritage Commission of South Pasadena

It is our intention to file a Mills Act application. On July 15, 1998 we registered our home as a landmark within the Prospect Circle Historic District under the Cultural Heritage Ordinance of the city of South Pasadena. It is registered as Landmark #41 in South Pasadena. We have lived at 929 Buena Vista Street since 1997, for almost nineteen years we have restored and cared for this property.

This is an extensive property of almost two acres but the majority of the grounds are occupied by the house. The house itself is at least 14,000sq. feet with three stories, 10 rooms, basement, a garden room, and an indoor pool with 5 rooms attached. The restoration to this house is time consuming, labor intensive and at times overwhelming due to its size. It is an amazing house located on a wonderful hill overlooking a good part of South Pasadena and deserves to be rehabilitated and restored. There has also been historical figures who have occupied the premises such as Sidney Torrance, the founder of the City of Torrance, the Japanese silent film star and the Right Rev. W. Bertrand Stevens (Bishop of the Episcopal Diocese of Los Angeles).

Our commitment to restoring this amazing property has never wavered. We have never rushed to do repairs and have lived with malfunctions until we could finally understand the purpose of the way the house was built. One great example of this is that the windows on the second floor had gaps on all sides letting in air and noise. A contractor wanted us to repair them, but instead we researched more about the gaps surrounding the windows and uncovered that they were built with a purpose. This window design allowed the windows to pivot so that they could be cleaned indoors without ever having to use a ladder from the outside.

There are many examples of this ingenuity in the house so we have been slow and careful about restoring them so that things aren't taken out simply because they might not have an obvious purpose for today's standards. We are trying to avoid removing things that can never be rebuilt again for their intended purpose. On the flip side of this spectrum, the house was completed in 1904 and there are major electrical and plumbing issues that have to be addressed. We do not have ample power coming into the house to support current light fixtures, computers, appliances and air units. The electricity is gradually going away on each of the

sections of each story including the basement. It is time to address these issues earnestly to stop the house from further deterioration. So in retrospect the electrical and plumbing truly need to be updated to 21st century standards. The purpose is for modern convenience but also safety concerns. We currently have three sets of electrical wiring that have most electricians scratching their heads.

The tax relief offered through the Mills Act will enable us to continue the needed restoration and preservation of this amazing property. The house has been featured in the Endangered Historic House Tour to end the 710 freeway and is used for speeches and other events for the city of South Pasadena. We enjoy giving back to our city and look forward to doing this in the future.

Please let us know when is a good time to meet to continue this Mills Act application.

Babak Ze

Sincerely,

Aleta Blanc and Babak Zahabizadeh

929 Buena Vista Street

South Pasadena, CA 91030

626.993.7072

Torrance-Childs Mansion

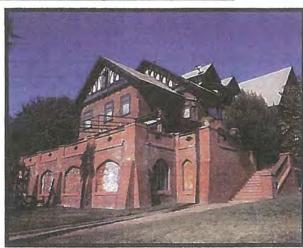
1105

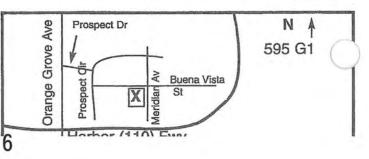
South Pasadena





Bobby Zahabizadeh & Aleta Blanc 929 Buena Vista St. South Pasadena, CA 91030 626-799-7529 (H) 818-955-7111 (O) 818-828-5808 (P)





Dhatassanhad

Octobor 12802

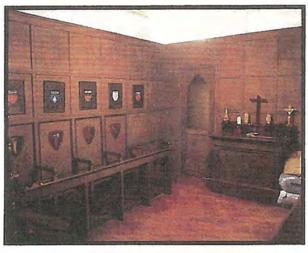
South Pasadena













City of South Pasadena. 14,000 square foot Mansion, 12 bedrooms, 13 fireplaces with a separate servants quarters. Filming funds are used to help restore this mansion. Permanent repairs may possibly be used in consideration of location fee. 1 acre of land on a corner lot with circle driveway.

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ATTACHMENT 8Mills Act Application Form



City of South Pasadena - MILLS ACT APPLICATION

ALL ITEMS ON THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE THE APPROVAL PROCEDURE MAY BEGIN.

1.	Property Address for	this application	_{i:} 929 Buena	Vista Street,	South Pasadena,	CA 91030			
2.	Existing use of this pr	ing use of this property: Single-family Residence							
3.	Assessor's Parcel Nu	mber: 531	17-035-00)4					
4.	Rehabilitation and ma	intenance nee	•	•	, ie. Copy of Deed or Property	Profile)			
	See attached maintenance plan labeled "Section II								
	Propo	sed Sch	edule, Mi	lls Act Wo	ork Plan," and	"Section III			
			ject Prior						
5.	Date of Designation:	1998 (S	South Pas	adena La	andmark #41)				
6.	Check those that app	ly to this prope	rty:						
	National Register:	Listed E	iligible 🖩	Callfornia R	egister: Listed	·			
	Is this property listed as part of an established historic district? Yes □ No ■								
	If so, what district? N/A								
	Is this property a Sou	th Pasadena L	andmark? Yes I	■ No 🖾					
7.	List any public or priv	ate funds granf	ted for the restora	ition of the resou	rce.				
	None								
									
8.	Owner Information:	Babak	< Zahabiz	adeh & A	lleta Blanc	Western to the tentral control of the tentral			
•		Owner's Name		_					
		929 Buena Vista Street, South Pasadena, CA 91030 Street, City, State, Zip							
		Street, City, Sta	яе, ир						
	•								
		Home Number			Work Number				
		Cell Number			(<u>)</u> N/A Fax No.				
		Jon 1 (diffico)			, UA 110,				
		E-mail:							

	Name 929 Buena Vista Street, South Pasadena, CA 91030							
	Street, City, State, Zip							
	Home Number	Work Number						
	Donie Nambei							
	Cell Number	() N/A Fax No.						
		F LOX 190.						
	E-mail:							
		Owner's Affidavit (to be notarized)						
State of Calif County of Lo								
I/We under penalt that the fore	y of perjury that I/we am/are	re the owner(s) of the property involved in this request and formation submitted herewith are true and correct.						
Owner(s):	(S)	Signature) (Signature)						
		-						
Owner(s) Ad								
Owner(s) Ad	Street Add South Pasac	dena, CA 91030 South Pasadena, CA 9103						
Owner(s) Ad	Street Add South Pasac	ddress Street Address						
Owner(s) Ad	Street Add South Pasac City, State	dena, CA 91030 South Pasadena, CA 9103						
Subscribed a	Street Add South Pasac City, State	Street Address dena, CA 91030 te and Zip Code Telephone Number South Pasadena, CA 9103 City, State and Zip Code Telephone Number This day of Volume Per 2017,						
Subscribed a	Street Add South Pasac City, State Telephone	ddress Street Address dena, CA 91030 South Pasadena, CA 9103 te and Zip Code City, State and Zip Code Te Number Telephone Number						

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ATTACHMENT 9 CHC Minutes Dated September 15, 2016

MINUTES OF THE MEETING OF THE CULTURAL HERITAGE COMMISSION CITY OF SOUTH PASADENA, CALIFORNIA CONVENED THIS 15TH DAY OF SEPTEMBER, 2016 COUNCIL CHAMBERS, 1424 MISSION STREET

				\
ROLL CALL		The Meeting convened at:	6:45 PM	•
		Commissioners Present:	James McLane (Chair), Deborah Howell-Ardila (Vice-Chair), West J. De Young, Steven Friedman, and Mark Gallatin	
		Council Liaison Present:	Richard D. Schneider M.D., Councilmember	
	_	Staff Liaison Present:	John Mayer, Senior Planner	
NON-AGENDA PUBLIC COMMENT PERIOD	1.	None		-
PRESENTATION	2.	adopted Ordinance No. 23	this item noting that the City Council recently 00. He announced that the Commission will the has implications on historic properties.	
		historic properties that are Cultural Heritage Ordinan- City's General Plan. Com 2300 should be opened and processes, require the use	dila spoke about the purpose of the ordinance, the affected by it, and how it has no references to the ce or the Historic Preservation Element of the missioner Howell-Ardila said that Ordinance d made more transparent to include the CHC of the Historic Building Code, and offer er than demolish historic resources.	
			ommented that Ordinance 2300 seems unclear to ion would appear to be an acceptable option.	
			ted that Ordinance 2300 itself should be subject to o exemptions for decisions that can have adverse s.	
		CEQA because it establish take action on Unreinforce	the Ordinance is not considered a project under es a timeline for the City and property owners to d Masonry (URM) buildings. He said that the oprove demolition of any historic resources.	
		clarified that the Commissi	ling Official) said that he wrote the ordinance and on's application processes remain. Based on his ldings just need retrofitted. The Ordinance does	
		confuse the public and urge	tect) said that the current ordinance would ed the City to integrate the historic process. He orders include information about historic dication process.	

NEW BUSINESS

9. 851 Lyndon Street (Wynyate Estate)

Mills Act Contract

Applicant: Peter A. Knight & Samantha Knight

Description:

The applicants have identified additional time-sensitive (and potentially significant) work that is needed including geologic site stabilization, restoration, and repair of failing character defining features.

The Commission postponed this item to the next meeting when materials will be available for review.

10. 929 Buena Vista Street

Owners: Aleta Blanc & Babak Zahabizadeh Mills Act (Letter of Intention)

Presentation:

Babak Zahabizadeh spoke to the Commission about his request for a Mills Act to do restoration work at 929 Buena Vista. The property is known as the Torrance Childs House (Landmark No. 41). It is Craftsman/Tudor Revival style home.

Discussion:

Commissioners agreed that the property could benefit from a Mills Act contract. Mr. Zahabizadeh said that he is working with a professional and will submit materials to City staff.

11. 2020 Fletcher Avenue

Applicant: Kenny Loo Conceptual Review

Historic Status Code: 5D3

Presentation:

Kenny Loo spoke about a project that would involve the construction of a 90 sq. ft. single story addition and a new 536 sq. ft. second story addition to a 1,272 sq. ft. single story Colonial Revival house on a 8,014 sq. ft. lot.

Discussion:

Commissioners were concerned about the height of the proposed addition and questioned whether it can be lowered. The addition must be subordinate to the original house. Commissioners believed the new windows should be more similar to the existing windows and placed symmetrically. Commissioners also noted that all the original windows should be restored rather than replaced.

The Commission did not make any decisions on this item; it was for discussion purposes only.

12. San Pascual Stables Supcommittee

Commissioner Friedman volunteered to be on the San Pascual Stables subcommittee who is reviewing the terms of a lease agreement.

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ATTACHMENT 10 Draft CHC Minutes Dated October 19, 2017

MINUTES OF THE REGULAR MEETING OF THE

CULTURAL HERITAGE COMMISSION

CITY OF SOUTH PASADENA

CONVENED THIS 19TH DAY OF OCTOBER, 2017

AMEDEE O. "DICK" RICHARDS, JR. CITY COUNCIL CHAMBERS

ROLL GALL

The meeting convened at:

6:45 pm

Commissioners Present:

Mark Gallatin (Vice Chair), John Lesak, Rebecca Thompson, Steven Friedman,

Victor Holz

Commissioners Absent:

None

Council Liaison Present:

Robert S. Joe, Councilmember

Staff Present:

Edwar Sissi, Assistant Planner

Please Note: These Minutes are a summary of the meetings and are not a fully transcribed record. An audio recording of the meeting can be made available upon request with the City Clerk's Office.

NONFACENDA PUBLIC COMMENT PERIOD

Jim Fenske, 111 Peterson Ave, South Pasadena.
 Mr. Fenske raised questions regarding the accuracy in the transcribed minutes for the September 2017
 CHC meeting and descrepencies with the audio recording. He asked for clarity on the direction from the Commission with regards to correcting his drawings from that meeting.

Commissioner Gallatin: Noted that the projects Mr. Fenske is referring to are on today's Agenda and it would be better to address those concerns when those projects are called up.

2. None.

3. 2024 La France Avenue

Applicant: Jim Fenske, Architect

Project No.: 2008-COA Historic Status Code: 5D1

Note: Item was recommended for continuance by Start due to incomplete plans. However, Mr. Fenske presented a 3D digital model before the Commission and to review the Commission's comments from last month's meeting.

Project Description

A request for a Certificate of Appropriateness to build a new 607 square foot contemporary style, second story addition to an existing 2,018 square foot one story, English Revival house on a 7,217 square

Commissioner Lesak: He expressed that he was okay with the concept of cladding the bases of the columns in river rock, but that his concern lies in the detailing of the front porch railing as it is located along primary street frontage. However, he mentioned that the overall concept of the addition, the porch extension and the relocation of the existing garage does not bother him.

Commissioner Thompson: Noted that the carport trellis will need knee braces or some other structural stiffening, which the applicant can explore.

Commissioner Gallatin: Commended the applicant for a good attempt at adding to the home. He believed that the river rock was false historicity, but appreciates the applicant's reasoning for it. He also expressed that he is comforted by the Commission' acceptance of the river rock.

Decision:

Commissioner Lesak: Made a motion to APPROVE the project with the CONDITION of a Chair Review for the detailing of the porch railing at the front porch and the porch extension, the battered columns, and further refinement of the carport tellis detailing. The project meets the design review and mandatory findings and meets the following specific findings: the project is appropriate to the size, massing, and design context of the historic neighborhood; the project adds substantial new living space while preserving the single-story character of the streetscape; and enhances the appearance of the building without adversely effecting its original design, character, or heritage.

Commissioner Thompson: Seconded the motion.

APPPOVED WITH CONDITION OF CHAIR REVIEW for the revised detailing of railing at the porch and porch extension, the detailing of the battered columns, the detailing of the relationship between the porch deck and the foundation wall, and the detailing of the rear detached carport trellis.

(Ayes: 5; No: 0). Project is Categorically Exempt under Class 31.

NEW BUSINESS

8. 636 Alta Vista Circle Karen Hallock (Owner)

Description:

The owner is requesting a discussion about her property and its proposed inclusion on the inventory of Historic Resources.

Note: Item was recommended for continuance to the November meeting at the request of Ms.

9. 929 Buena Vista Mills Act

Description:

The Commission will consider a Letter of Intent to enter into a Mills Act contract for Landmark No. 41 (the Torrance Childs House). The Commission may appoint a subcommittee to review this request and set up an on-site meeting to inspect the condition of the property and discuss any potential items for restoration that may be needed.

<u>Applicant Presentation:</u>

The owner noted that they have lived in the house for 20 years and would like to restore the property as a great deal of work needs to be done and the Mills Act will greatly help with that.

Debbie Howell-Ardilla: Presented the proposed scope of work and estimated cost analysis of the restoration plan. She noted that the initial list of repairs is estimated to be \$1.7 million with 21 repair projects. The first 10 year term will address critical repairs and stabilize the house. If the contract is accepted, the owners would like to see the contract implemented by the end of the year.

Commission Discussion:

Commissioner Lesak: Noted that the execution may not happen by the end of December as it still has to go to Council and the Ordinance states that applications are due in September. He suggested that instead of a sub-committee, the full Commission convene a special meeting at the subject site to speed up the review process.

Ardilla: Noted that she requested Staff to add the item to the September CHC Agenda, but it was not added.

Commissioner Gallatin: Asked Councilman Bob Joe what was the likelihood for the Council to consider the contract at their December meeting and if the last December meeting will be cancelled. He also asked Staff if he would have a conflict of interest if he sits on a non-profit board with the homeowner. Mr. Sissi responded that he doesn't believe there is a conflict of interest, but he can confirm with the City Attorney's office.

Councilman Bob Joe: Responded that the scheduling of the December Council meetings vary and that it is a matter of scheduling to review and adopt the Mills Act contract.

Commissioner Gallatin: Asked the Commission to look at their calendars and choose a date to convene a special meeting at the subject property.

The Commission made a motion to convene a Special Meeting on October 25th at 8am at the subject site.

10. 1810 Foothill Street

Applicant: Julie Phanstiel

Year Built: 1926

Architectural Style: Adobe Revival

Historic Status Code: 5B1

Description:

A request for a CONCEPTUAL REVIEW for the conversion of an existing attached garage into a master bedroom suite with some additional equare footage. The applicant is proposing a new single-car garage with an attached tandem carport. The property is located in the RH zoning district, and tandem parking is allowed in this zoning district. The addition will vary slightly from the historic Adobe style of the home, but will be in keeping with the Adobe style.

Applicant Presentation:

Ms Phanstiel: Presented an aerial photo of the subject property indicated the complexities of the site planning, and that the site does not sit on a public street and is not visible to the public. She noted that

ATTACHMENT 11 Draft CHC Minutes Dated November 16, 2017

MINUTES OF THE REGULAR MEETING OF THE

CULTURAL HERITAGE COMMISSION

CITY OF SOUTH PASADENA

CONVENED THIS 16TH DAY OF NOVEMBER, 2017

AMEDEE O. "DICK" RICHARDS, JR. CITY COUNCIL CHAMBERS

ROLL CALL THE PARTY OF THE PART

The meeting convened at: 6:45 pm

Commissioners Present:

Mark Gallatin (Vice Chair), John Lesak, Rebecca Thompson, Victor Holz

Commissioners Absent:

Steve Friedman

Council Liaison Present:

Robert S. Joe, Councilmember

Staff Present:

Edwar Sissi, Assistant Planner

Please Note: These Minutes are a summary of the meetings and are not a fully transcribed record. An audio recording of the meeting can be made available upon request with the City Clerk's Office.

MONHACEURA PUBLIC COMMENT REROR

No public estranent.

CONSENT CALENDAR

2. 1740 Virginia Place

Applicant: Tom Nott, Architect

Project No: 1985-COA Historic Status Code: 5D3

Project Description:

A request for a façade change to a previously approved CHC project. The front porch will be altered by adding decorative balusters with decorative columns. The proposed materials will be wood.

Commission Comment:

Commissioner Gallatin: noted that this is the first consent Calendar item before the CHC made possible with the recently revised CHC Ordinance. He explained the project is for a minor façade change to the front porch balusters.

Presentation:

Mr. Nott: Noted that he was trying to restore a historic house that has been stuccoed over and given vinyl windows. He mentioned that upon chipping away at the stucco siding, they revealed wood siding that was in relatively good shape. The property owners have been agreeable to the historic restoration including the installation of period appropriate wood windows. He realized the front parapet and the porch details had been revised around 1988. No original remnants of the original porch details remained under the porch parapet, nor did any historic photographs reveal any previous designs of the porch railing. He also mentioned that he developed a simple classical detail that was approved by the client and he felt was appropriate to the house.

Karen Hallock (Owner)

Description:

The owner is requesting a discussion about her property and its proposed inclusion on the Inventory of Historic Resources.

8. 1920 Edgewood Drive

Applicant: Mr. James Fenske, Architect

Conceptual Review

Historic status Code: 5D1

9. Historic Resources Survey and Inventory of Addresses Survey Update

10. Commemorative Contennial Historic Building Program

11. 929 Buena Vista Street

Applicant: Babak Zahabizadeh

Project Number: 2080-MIL (Mills Act Request)

Historic Status Code: 2D

Landmark No: 41 (Torrance-Childs Residence)

Description:

The Commission will consider a proposal for a Mills Act contract for Landmark No. 41 (the Torrance-Childs House), a Craftsman/Tudor Revival style house. The Commission will discuss the proposal and make a recommendation to the City Council about whether to approve it.

<u>Applicant Presentation:</u>

The owner noted that they have lived in the house for 20 years and would like to restore the property as a great deal of work needs to be done and the Mills Act will greatly help with that. He noted that restoration is a huge undertaking and that most of it relates to structural stability and some aesthetic programs.

Debbie Howell-Ardilla: Presented the proposed scope of work and noted the requested additions by the Commission from their Special Meeting that convened on the subject site on October 25th. These changes included photographs of the existing conditions, although she noted that the interior photographs were not printed in time for today's meeting. The installation of the fire alarm system has been moved to the number one item. She noted that the Commission requested a site plan, but that timing was short and if the Commission would be receptive to receiving a site plan with the presentation of the geotechnical study when the owner comes back to the CHC for their COA.

Commission Discussion:

Commissioner Thompson: Inquired about painting the shingles as noted in the work plan.

Ms. Howell -Ardilla: Noted that that a consultant will assess the conditions of the shingles and present those findings to the Commission before any restoration work is done. She also noted that the shingles are painted in their existing state.

Commissioner Thompson: Inquired where the sump pump will be located.

Ms. Howell-Ardilla: Noted that the sump pump location will be determined based upon the findings of the forth-coming geotechnical study as the site conditions are challenging given the heavy clay content in the soil and possible soil creep.

Commissioner Lesak: Noted that at the field visit during the Special Meeting, he expressed concern with the electrical system and that it was not added to the revised work plan presented today as part of the list of improvements. He was concerned with the age and complexity of the current and antiquated electrical system and any potential fire risks it poses. He would like to see an electrical engineering analysis be added to the proposed work plan.

Ms. Howell-Ardilla: She noted that the electrical engineering analysis can be added and that the owners have been in discussion with Edison for upgrades.

Commissioner Thompson: Inquired about the projected timeline for the Contract.

Ms. Howell-Ardilla: Noted that this meeting was to make the recommendation to Council for their December meeting and recordation with the County before the end of the year.

Commissioner Gallatin: Noted that under normal circumstances, the applicant will present a Letter of Intent before the Commission, and the Commission will appoint a sub-committee to review the proposed work plan and needed improvements. However, at the last meeting in October, Commissioner Lesak suggested a Special Meeting of all available Commissioners to convene at the subject property to expedite the process.

Ms. Howell-Ardilla: Noted that the owners actually filed a Letter of Intent last year in 2016.

Commissioner Lesak: Noted that the new CHC Ordinance has a more rigid timeline for submittals, but given the original date the owners submitted their Letter of Intent, the Commission can be fluid towards the submittal deadlines.

Commission Discussion:

Commissioner Lesak: Expressed that he believes this is one of the more historic properties in the City and the on-site Special Meeting was very enlightening in regards to the special challenges the homeowners have in the restoration of the property. This is the type of project and program that the Mills Act was very much intended to incentivize, and this is the perfect case for the CHC to make a recommendation for.

Decision:

Commissioner Lesak: Made a motion to recommend to City Council the Mills Act for the property with the following conditions:

- 1. The applicant add an electrical engineering analysis.
- 2. The applicant add interior photographic documention.
- 3. A site plan be provided with the geotechnical report.

Commissioner Holz: Seconded

APPROVED FOR RECOMMENDATION WITH THE ABOVE CONDITIONS

(4-0, Friedman Absent)



ATTACHMENT 12 City Council Minutes Dated July 1998

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA CONVENED THIS 1ST DAY OF JULY, 1998, 7:30 P.M. COUNCIL CHAMBERS, 1424 MISSION STREET

69

ROLL CALL

The Regular Meeting of the City Council convened at 7:35 p.m. Council Members present: Cohen; Knapp; Zee and Mayor Emory. Councilmembers not present: Mayor pro tem Saeta. City Officials present: City Manager Joyce; City Attorney Leal; Public Works Director Van Winkle; Finance Director Yeomans; Community Development Director Forbes and City Clerk Gregory.

CLOSED SESSION ANNOUNCEMENTS The Mayor announced the City Council met in Closed Session to discuss a Personnel matter - City Manager performance evaluation and contract. City Manager Joyce reported the City Attorney briefed the Council on existing litigation Wagner v. South Pasadena. Staff was given parameters for negotiations concerning the sale of City property located on Pasadena Avenue at York Street Bridge with interested party - Institute for the Redesign of Learning - Dr. Mancy Lavelle, President: A status report was provided on existing litigation: South Pasadena v. California Department of Transportation - proposed 710 Freeway Extension.

COMMISSION ANNUAL REPORTS An Asimal Report on the Animal Commission was given by Commission Chair Kathleen Rips.

ITEMS REMOVED FROM THE CONSENT CALENDAR he.... No. 6 (Warrants), No. 9 (Contract for sidewalk reconstruction), No. 11 (Contract for Independent Audit Firm) and No. 12 (Legal Advantising), were removed from the Consent Calendar for separate consideration.

MINUTES APPROVED

By roll call vote (4 ayes) the minutes of the regular meeting of 6/17/98 were approved.

(Knapp, Cohen)

EXCUSED ABSENCES PENDLETON VASCONCELOS SAETA By 121 call vote (4 ayes) excused absences for Liea Pendelton from the AM Design Review Board meeting of 6/16/98; John Vasconcelos from the Natural Produces Commission meeting of 6/21/98 and Mayor Pro Tem Saeta from the City Council meeting of 7/1/98 were approved.

(Knapp, Cohen)

FIRE AUTOMATIC AID AGREEMENT WITH THE CITY OF LOS ANGELES An Automatic Aid Agreement between the Chy of South Pasadena and the City of the Angelon for fire support services was approved by roll call vote (4 ayes).

(Knapp, Cohen)

AWARD OF CONTRACT FOR REROOFING OF CITY HALL, FIRE & POLICE DEPARTMENTS By roll call note (4 ayes) the contract for reroofing City Hall and portions of the Fire & Ponce Dog amments was awarded to Best Roofing in the amount of \$55,928.

(Knapp, Cohen)

PUBLIC HEARING SET PROPOSED LANDMARK DESIGNATION OF 929 BUENA VISTA AVE

By roll call vote (4 ayes) a public hearing to consider landmark designation for the Torrance-Childs House, 929 Buena Vista Avenue was set for 7/15/98.

(Knapp, Zee)

WARRANTS APPROVED

Arter discussion, General City Warrants No. P19756 through P19810 and 19820 through 1990c in the count of \$2,215,419.01 were approved by roll call vote (4 ayes).

(Knapp, Zee)

AWARD OF CONTRACT FOR SIDEWALK RECONSTRUCTION PHASE IV Council Member Zee requested information on the process for selecting, which sidewalks were repaired. Public Works Director Van Winkle explained the streets designated for sidewalk repairs were a priority due to Es in the sidewalks of three inches or more. The award of contract to Kalban, Inc. for Sidewalk Reconstruction Phase IV in the amount of \$195,000 was approved by roll call vote (4 ayes).

(Zee, Knapp)

AWARD OF CONTRACT FOR INDEPENDENT AUDIT FIRM Mr. Cook asked why the Audit Firm selected was not the lowest bid proposal received. Finance Director Yeomans explained the firms were interviewed by a panel and the annual cost was not the only consideration that contribute 11 the selection. The contract for an independent audit firm was awarded to KPMG Peat Marwick in the amount of \$30,400 for FY 1998/99 was approved by roll call rate (4 ayes).

(Knapp, Zee)

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA CONVENED THIS 15TH DAY OF JULY, 1998, 7:30 P.M. COUNCIL CHAMBERS, 1424 MISSION STREET

ROLL CALL

The Regular Meeting of the City Council convened at 7:30 p.m. Council Members present: Cohen; Knapp; Saeta; Zee and Mayor Emory. Councilmembers not present: None. City Officials present: City Manager Joyce; City Attorney Leal; Assistant City Manager McIntosh; Public Works Director Van Winkle; Community Development Director Forbes; Code Enforcement Officer Dale; and Deputy City Clerk Haver.

CLOSED SESSION ANNOUNCEMENTS

City Manager Joyce announced that Council met in closed session to receive the status report concerning the sale of City property located on Facadena Avenue at the York Street bridge. No action was taken. Status report was also provided on existing litigation: South Pasadena v. California Department of Transportation - proposed 710 Freeway extension. No action was taken.

COMMISSION ANNUAL REPORTS

Annual Reports were given on the following Commissions: Cultural Heritage Commission (Clen Duncan, Chair); Planning Commission (Robert Kwan, Chair) and Youth Commission (Nicole Chang, Chair).

CERTIFICATES OF APPRECIATION

Kurose Cherng Loo Pascal Sertificates of Appreciation were presented to: Ken Kurose for his volunteer work on the Cultural Heritage Commission and to Nicole Cherng and Jackson Lee for their volunteer work on the Youth Commission. Micolas Pascal or in: Youth Commission was unable to attend and his certificate will be sent to him by mail.

COUNCIL ANNOUNCEMENTS

Councilmember Saeta advised that there will be three new businesses located in South Pasadena. First, the construction project at the corner of Fair Oaks and State Street, when completed and leased, will bring in to the City approximately \$40,000 based on sales projections of and estimated \$4,000,000 in sales. The second is Cogent Systems, specializing in software for security, at the corner of Fair Oaks and Columbia. This company has invested approximately \$3,000,000 in the City. The third new business is architect John Kataldo who is locating his business at 835 Mission Street, a building that has been vacant for some 2.5 years.

AWARD OF CONTRACT FOR THE CONSTRUCTION OF RESTROOMS AT GARFIELD PARK AND ARROYO PARK

Councilmember Zee stated that he felt the expenditure of \$95,102.46 was excessive for construction of restrooms at Garfield and Arroyc Parks. Public input was received from: 1.) Tom Biesek, 324 Hawthon and 2.) Bob Cook, 5063 Collis Avenue. On a roll outly vote (3 ayer: Saeta, Knapp, Zee; 1 abstention: Colon; and 1 no: Emory, all bias were rejected.

(Zee, Knapp)

PUBLIC COMMENTS

Tom Biesek, 324 Hawthorne, advised Robert Kwan, Planning Commission chair that both the new business center at Fair Oaks and State Street and the Bristol Farms parking structure are in violation of City code. Mr. Kwan will review Mr. Biesek's letter directed to the City and will address his issues with the commission.

Mr. Biesek stated that the \$1.2 million capital improvements in last year's budget have not been accomplished. In addition, he stated that this year's budget was very difficult to understand.

Bob Cook, 5663 Collis, inquired as to when the grading of the restaurants will appear on the City Council agenda. City Manager Joyce advised that it is tentatively scheduled for the August 5, 1998 City Council meeting.

PUBLIC HEARING PROPOSED LANDMARK TORRANCE-CHILD'S HOUSE, 929 BUENA VISTA STREET Glen Duncan, chair of the Cultural Heritage Commission, reviewed the background information on the request to designate 929 Buena Vista Street, known as TORRANCE-CHILD'S HOUSE as a historical landmark.

The Mayor opened the public hearing.

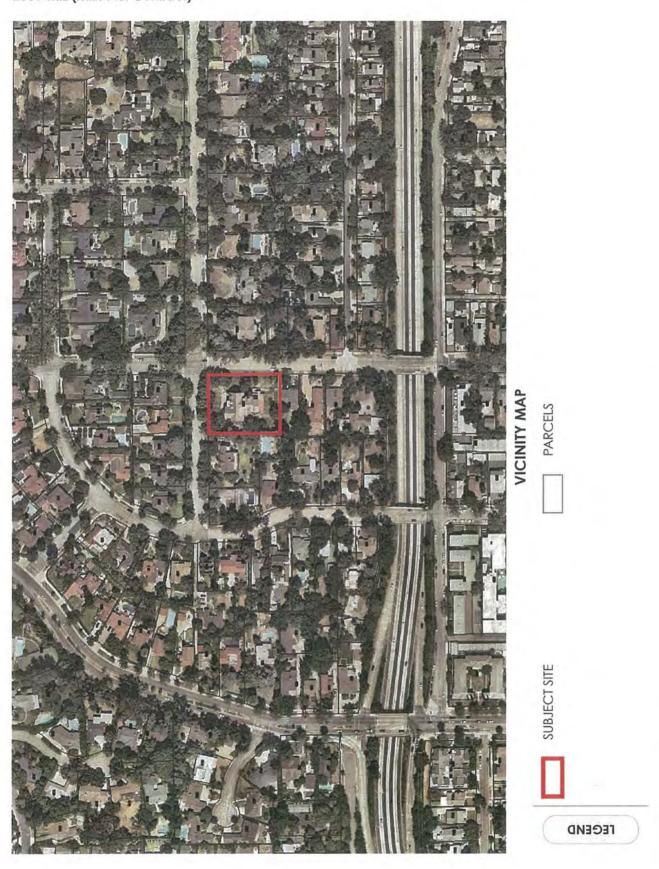
Speaking in favor of the proposed designation:

- 1. Beatrice Siev, 414 Fairview Avenue
- 2. Bob Siev, 414 Fairview Avenue

The public hearing was declared closed.

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ATTACHMENT 13Parcel Mapping Exhibits





Attachment - 13 pg 3



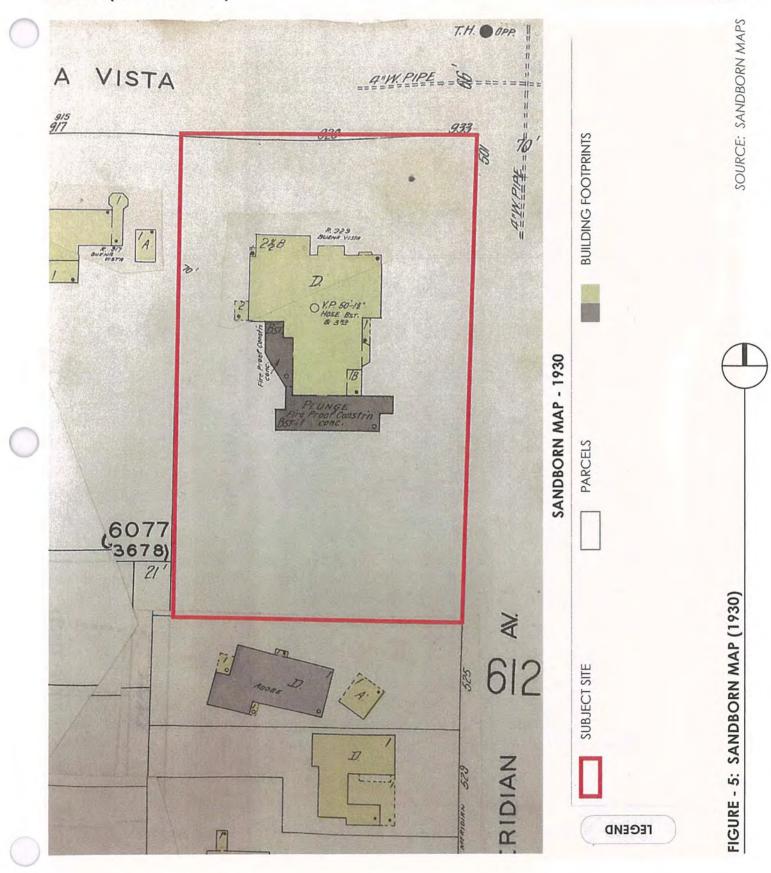








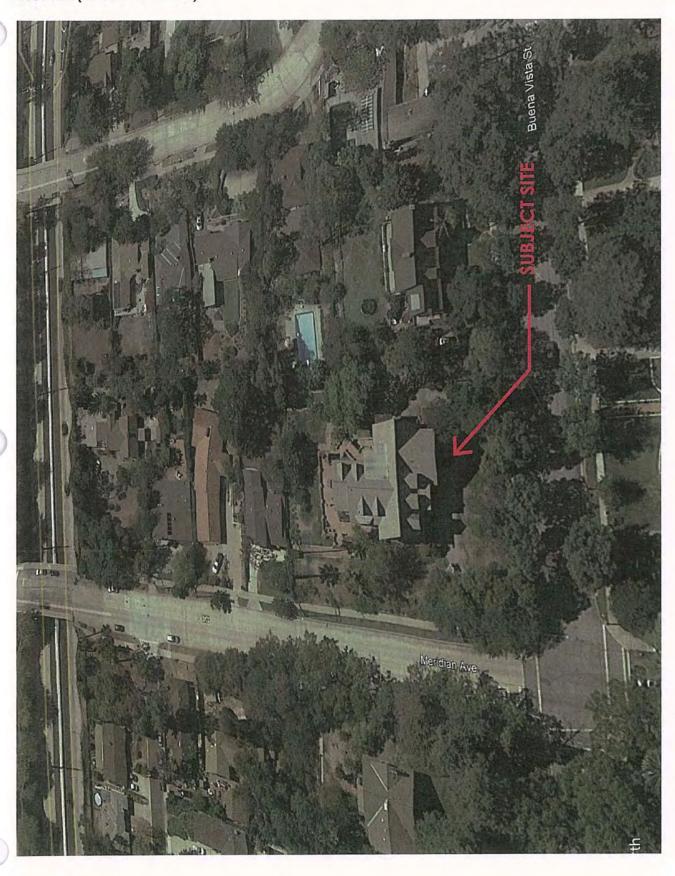
FIGURE - 3: AERIAL SURVEY (1937)

AERIAL SURVEY - 1937



TECEND

SUBJECT SITE













6 6d Attachment - 13

929 Buena Vista Street 2080-MIL (Mills Act Contract)

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: December 20, 2017

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Margaret Lin, Principal Management Analyst

SUBJECT: Approval of a Revised Lease Agreement with the Los Angeles

County Department of Public Works for Shuttle Van Parking in

the Mission-Meridian Village Parking Garage

Recommendation Action

It is recommended that the City Council authorize the City Manager to execute a revised lease agreement to allow the Los Angeles County Department of Public Works (LACPW) to park their shuttle vans overnight in the Mission-Meridian Village (MMV) Parking Garage.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The proposed revisions include the following:

- Recital 3: Term
 - o Clarification that the lease term will be for one year
- Recital 5: Fixed Costs
 - o Additional language stipulating that the installation and removal of the parking signs will not exceed \$3,000
- Recital 8: Insurance and Indemnity
 - O Additional language stipulation that the Lessee may self-insure by self-funding any or all of its insurance obligations; and that the Lessor shall have the same benefits and protections as if the Lessee carried insurance with a third party insurance company
- Recital 13: Holdover
 - New recital stipulating that if the Lessee remains in possession of the Premises
 after the expiration of the Term of the Lease, the occupancy shall be a tenancy and
 shall only be terminable upon a thirty day written notice

MMV Parking Garage Lease Agreement with LACPW December 20, 2017 Page 2 of 2

Background

The LACPW has requested that two shuttle vans be allowed to park overnight in the MMV Parking Garage in order to provide shuttle van service from the Metro Gold Line for their employees. The two shuttle vans would pick up employees Monday through Thursday, at 6:00 a.m. and drop them off at 6:00 p.m. The shuttle vans would be parked in designated spaces overnight and on the weekends. Enabling the LACPW to operate the shuttle van services for their employees will help promote regional connectivity and public transit use. On November 1, 2017, the City Council unanimously adopted Ordinance No. 2320 amending South Pasadena Municipal Code Section 19.55-3 and authorized the City Manager to execute a lease agreement to allow LACPW to park two shuttle vans overnight in the MMV Parking Garage.

Legal Review

The City Attorney has reviewed this item and has opined that the edits do not materially change the terms of the contract that was originally approved by the City Council.

Fiscal Impact

The LACPW will pay a total of fifty-five dollars per month (\$55/month) for the lease of two (2) tandem parking stalls. The total amount is based on a rate of twenty-five dollars per month for each of the tandem parking stalls (\$25/month/stall), and a ten percent (10%) administrative fee of five dollars (\$5).

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: Lease Agreement

LEASE AGREEMENT

THIS LEASE (this "Lease") is made and entered into this 20th day of December, 2017, by and between the CITY OF SOUTH PASADENA, a municipal corporation ("LESSOR") and COUNTY OF LOS ANGELES, a body politic and corporate, ("LESSEE").

RECITALS

- 1. <u>LEASED PREMISES.</u> The LESSOR hereby Leases to LESSEE and LESSEE hereby leases from LESSOR, for the term and upon the terms and conditions set forth in this Lease, the following:
 - A. Real Property. That a portion of the parcel land known as the Mission-Meridian Village Parking Garage ("MMV Garage") located at 807 Meridian Ave. South Pasadena, CA 91030; specifically two (2) tandem parking stalls depicted in Exhibit "A", which is attached to this Lease and made a part of this Lease for all purposes, (the "Premises"). The Premises include the rights of access over and through the MMV Garage at no additional cost.
- 2. <u>USE OF LEASED LAND</u>. LESSEE's Department of Public Works shall use the Premises for the parking and operations of a van shuttle services and related activities only.
- 3. <u>TERM.</u> The term of this Lease shall be for a period of one (1) year commencing upon full execution of this Lease and ending one (1) year thereafter.
- 4. <u>RENT.</u> LESSEE shall pay a total of \$55 per month for the lease of the Premises ("Rent"). The Rent is comprised as follows: Twenty-five dollars (\$25.00) for each tandem parking stall, plus an additional 10% administrative fee of \$5, payable monthly, on the 1st of the month. For any month in which the lease is less than a full month, the Rent shall be prorated to reflect the number of days for the portion of that month of the lease.
- 5. <u>FIXED COST.</u> LESSEE shall pay for the City's costs of manufacturing and installation of two (2) parking signs and for their removal at the end of this Lease at a cost not to exceed \$3,000.00. The signs will designate and reserve the parking stalls for the exclusive use of the LESSEE.
- 6. <u>OPERATIONS.</u> LESSEE intends to operate a van shuttle services from 6:00 a.m. to 6:00 p.m. and will park the two (2) shuttle vans overnight on the Premises.
- 7. <u>RESPONSIBILITY OF LESSOR.</u> LESSOR is responsible to repair and maintain the Premise, along with the remainder of the MMV Garage in a clean and orderly condition, including, but not limited to, removal or any trash or cigarettes discarded at the Premises and the MMV Garage. Should any damage caused by LESSEE or its employees, agents, guests, or invitees occur to the Premises during this Lease, LESSEE shall be responsible to reimburse the CITY's costs to repair the damage. Notwithstanding the foregoing, LESSEE will not be

responsible for damage to the Premises caused by LESSOR or its employees, agents, licensees, contractors, guests, or invites.

8. INSURANCE AND INDEMNITY

- LESSEE at its expense at all times during the term of this Lease and any other period of occupancy of the Property by LESSEE shall obtain and keep in force with respect to the Property general public liability insurance in form customarily written for the protection of owners, landlords, and tenants of real estate, with Lessor, and LESSEE as named insured's, which insurance shall provide coverage of not less than \$5,000,000 Garage Liability Policy or General Liability Policy endorsed with a Parking Enhancement (or similar enhancement, to be provided to the City for review) with a limit of \$5,000,000 (this covers auto liability while driving customer cars). LESSEE also shall carry such personal injury and special liability insurance coverage's, including but not limited to premises-operations, products and professional liability coverage's as may be customary or appropriate with respect to LESSEE's business or as Lessor reasonably may require and shall include Lessor as a named insured thereof. LESSEE understands and acknowledges that the insurance that Lessor obtains and keeps in force will not cover any of LESSEE's property, including but not limited to leasehold improvements. All policies of insurance required to be carried by LESSEE hereunder shall provide that they may not be canceled without at least thirty (30) days prior written notice to Lessor. Prior to LESSEE's taking possession of the Property, LESSEE shall furnish to Lessor appropriate certificates evidencing that such insurance is in force and that Lessor is named as an insured thereunder. At the sole option of the LESSEE, it may self-insure by self-funding any or all of its insurance obligation required under this Lease. It is understood that if LESSEE elects to self-insure as permitted above, LESSOR shall have the same benefits and protections as if LESSEE carried insurance with a third party insurance company satisfying the requirements of this Lease, and such self-insurance shall not limit LESSEE'S indemnification obligations set forth in paragraph 8(b) hereof.
- B. LESSEE agrees to indemnify, defend and hold harmless Lessor, its City Council, Commissions, officials, agents, officers and employees from and against any and all injury, loss, damage or liability (or claims in respect to the foregoing), including but not limited to bodily injury, death, personal injury or property damages, costs or expenses, (including reasonable attorneys' fees), arising from the negligence or willful misconduct of LESSEE, its officers, agents, employees, licensees, or invites, in connection with this Lease and use of the Premises for shuttle van parking for the LESSEE's shuttle van service.
- C. LESSOR agrees to indemnify, defend and hold harmless Lessee, its officials, agents, officers and employees from and against any and all injury, loss, damage or liability (or claims in respect to the foregoing), including but not limited to bodily injury, death, personal injury or property damages, costs or expenses, (including reasonable attorneys' fees), arising from the negligence or willful misconduct of LESSOR, its officers, agents, employees, or invitees, in connection with this Lease and LESSOR'S

ownership, maintenance, or use of the MMV Garage, including the Premises.

- D. LESSEE shall maintain Workers Compensation Coverage at all times.
- 9. <u>UNLAWFUL OR DANGEROUS ACTIVITIES</u>. LESSEE shall neither use nor occupy the Premises or any part thereto for any unlawful, disreputable, or ultra-hazardous purpose nor operate or conduct the shuttle van service operation in a matter constituting a nuisance of any kind. LESSEE shall immediately, on discovery of any unlawful, disreputable or ultra-hazardous use, take prompt action to halt such activity.

LESSEE acknowledges that it is leasing parking spaces within a public parking garage and that LESSOR does not provide any parking garage attendants or security personnel for the MMV Garage. LESSEE acknowledges and agrees that LESSOR is not responsible for any damages that may occur to person or property caused by third parties which may result during LESSEE'S use of the MMV Garage or any part of the Premises for shuttle van parking purposes.

- 10. <u>COMPLIANCE WITH APPLICABLE LAWS.</u> LESSEE agrees that, in the use and occupancy of the Premises and MMV Garage, it will comply with all applicable laws, rules, regulations, statues and ordinances of every government body or agency whose authority extends to the property or to any operation conducted upon the property, whether or not said laws, rules, regulations, statutes, or ordinances are specifically mentioned herein.
- 11. <u>ACCESS TO PREMISE</u>. LESSEE shall permit LESSOR or its agents to enter the Premises at all reasonable hours to inspect the Premises or to make repairs alterations, repairs, or additions which, in the sole discretion of LESSOR, shall be made.
- 12. <u>TERMINATION</u>. LESSOR may, without cause, terminate this Lease upon giving LESSEE thirty days (30) days written notice. LESSEE may, without cause, terminate this Lease upon giving LESSOR thirty (30) days written notice.
- 13. <u>HOLDOVER</u>. If LESSEE remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from LESSOR or thirty (30) days written notice from the Chief Executive Officer of LESSEE at the last monthly Rent payable under this Lease plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease
- 14. <u>WAIVERS</u>. The failure of LESSOR to insist on strict performance of any of the terms and conditions hereof shall be deemed the waiver of the rights or remedies that LESSOR may have regarding that specific instance only, and shall not be deemed the waiver of any subsequent breach or default in any terms and conditions.
- 15. <u>NOTICE</u>. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by United States mail, postage prepaid to the party to be notified as follows:

To Lessor:

City of South Pasadena 1414 Mission Street

South Pasadena, CA 91030

Attention: Stephanie DeWolfe, City Manager

To Lessee:

Board of Supervisors Kenneth Hahn Hall of Administration, Room 383 500 West Temple Street Los Angeles, CA 90012

With copies to:

Chief Executive Office Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, CA 90012 Attention: Director of Real Estate Fax Number: (213) 217-4971

Los Angeles County Department of Public Works 900 Fremont Avenue Alhambra, CA 91803 Attention: Katie Mac

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner described herein. Nothing contained herein shall be constructed to preclude personal services of any notice prescribed for personal services of a summons or other legal processes.

- 16. <u>TOTAL AGREEMENT</u>; <u>APPLICABLE TO SUCCESSORS</u>. This Lease contains the entire agreement between the parties and cannot be changed or terminated expect by written instrument subsequently executed by the parties thereto. This Lease and the terms and conditions hereof apply to and are binding under the heirs, legal representatives, successors, and assigns of both parties.
- 17. <u>APPLICABLE LAW</u>. This Lease shall be governed by and construed by the laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

18. MISCELLANEOUS

1. Attorneys' Fees

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

2. Force Majeure

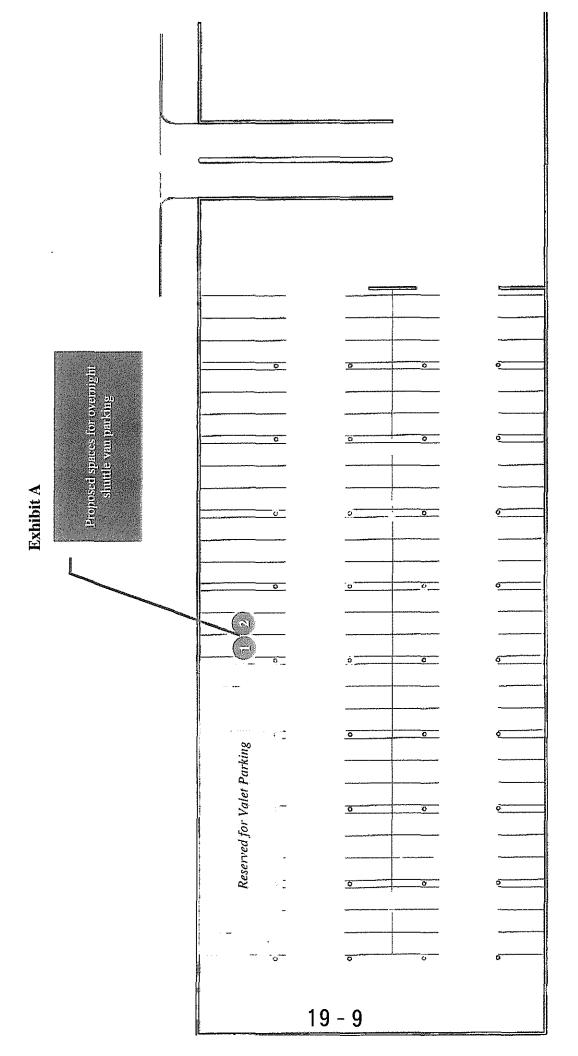
Except as to the payment of rent or other monetary sums due hereunder, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount, and performance hereunder by either party shall not be deemed to be in default for any delay caused by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

- 19. <u>APPROVALS</u>. Wherever a consent or approval is required by a party under this Lease such consent or approval shall not be unreasonably withheld, except where such consent or approval is in the sole discretion of such party. No consent or approval shall be unreasonably delayed.
- 20. <u>SIGNATURE AUTHENTICITY</u>. The individuals executing this Lease hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the LESSOR/LESSEE, as applicable, to the terms and conditions of this Lease.

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Dated:		"LESSOR"	,
		CITY OF SO a municipal o	OUTH PASADENA, California corporation
		By: Stephar	nie DeWolfe, City Manager
APPRO	OVED AS TO FORM:	ATTEST:	
Teresa	L. Highsmith, City Attorney	Evelyn G.	Zneimer, City Clerk
Dated: LESSEE:			,
	ATTEST:		COUNTY OF LOS ANGELES
	DEAN C. LOGAN Registrar-Recorder/County Clerk of the County of Los Angeles		SACHI A. HAMAI Chief Executive Officer
	By Deputy		By
	APPROVED AS TO FORM: MARY C. WICKHAM County Counsel		
	By: Deputy County Counsel		



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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:

December 20, 2017

TO:

Honorable Mayor and City Council

VIA:

Stephanie DeWolfe, City Manager

FROM:

David G. Watkins, Director of Planning & Building

SUBJECT:

Approval of a First Contract Amendment with Historic Resources Group, Inc., for Additional Analysis of Properties

Proposed to be Added to the Citywide Historic Resources

Inventory

Recommendation

It is recommended that the City Council approve a first contract amendment, subject to the approval by the City Attorney, with Historic Resources Group, Inc., (HRG) in the amount of \$12,950 for additional analysis of properties proposed to be added to the Citywide Historic Resources Inventory.

Fiscal Impact

The Fiscal Year 2017-18 Budget includes adequate funds in Account No. 101-7010-7011-8170 to fund this contract amendment.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

On May 20, 2015, the City Council approved a contract with Historic Resources Group, Inc., to update the Historic Resources Inventory and Survey of Addresses (Inventory).

The survey effort was broken into three phases: (1) prepare a historic survey of homes and buildings before the State Route 710 North Study Draft Environmental Impact Report/Environmental Impact Statement's (EIR/EIS) public comment period closed; (2) update the entire Inventory to reassign new evaluation codes to each property; and (3) survey properties that were developed between the years of 1935-1972 to bring the Inventory up-to-date.

Several Cultural Heritage Commission (CHC) and community meetings were held during this process. On August 16, 2017, an updated Inventory was presented to the City Council for approval. The City Council directed staff to conduct additional outreach to properties proposed to be added to the Inventory.

First Contract Amendment with HRG for Additional Analysis of Properties Proposed to be Added to Inventory
December 20, 2017
Page 2 of 2

A public notice was sent by certified mail to owners of properties proposed to be added to the Inventory regarding a community meeting on October 12, 2017, sponsored by the CHC. Approximately 50 persons attended with questions and concerns about being listed. The CHC provided for additional public comment at their regular meetings on October 19th and November 16th, 2017. During this time, two owners requested that their properties be added to the Inventory, and 18 owners requested removal.

Analysis

The attached contract amendment will provide for professional analysis and recommendations on the requests to be added to and removed from the Inventory, as well as support at future CHC meeting and City Council meetings. This additional work scope and meeting attendance was not anticipated in the original contract, and will assist with bringing this important project to a closure.

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: First Amendment to Agreement for Consulting Services with HRG, Inc.

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT TO THE AGREEMENT ("First Amendment") is made as of this 20th day of December, 2017 by and between the CITY OF SOUTH PASADENA ("City") and Historic Resources Group, Inc. ("Consultant").

RECITALS

WHEREAS, on or about May 20, 2015, City and Consultant entered into a Professional Services Agreement ("Agreement") for the Consultant to conduct a phased, citywide reconnaissance-level survey and survey update of all City properties/historic resources constructed through 1970.

WHEREAS, the approved Agreement was for an initial not-to-exceed amount of \$65,000; and

WHEREAS, on or about August 16, 2017, the City Council directed staff and the Cultural Heritage Commission to conduct additional outreach for owners of properties proposed to be added to the inventory of addresses; and

WHEREAS, the Cultural Heritage Commission held noticed public meetings on October 12, 2017, October 19, 2017, and November 16, 2017, to receive testimony regarding the proposed additions to the inventory of addresses; and

WHEREAS, additional professional evaluation and recommendations are required to facilitate the Cultural Heritage Commission's recommendations to the City Council on the final Historic Resources Survey and Inventory of Addresses.

NOW THEREFORE, the City and Consultant agree as follows:

- a) CONSULTANT SERVICES. The Agreement is hereby amended to add an additional Scope of Services which is attached hereto as "Exhibit A-1."
- b) TERM OF AGREEMENT. The Agreement is hereby amended to extend the term of the Agreement to April 30, 2018, in order to complete the additional Scope of Services which is attached as Exhibit "A-1."
- c) PAYMENT FOR SERVICES. The Agreement is hereby amended to add an additional not-to-exceed amount of eleven thousand fifty (\$12,950) dollars, as set forth in "Exhibit B" for the additional Scope of Services described in paragraph a) above.
- d) REMAINING PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement, to the extent not modified with this First Amendment, shall remain in full force and effect.

on the date first above written.		(
Dated:	"CITY"	
,	By: Stephanie DeWolfe, City Manager	
Dated:	"CONSULTANT"	
	By: Andrea Humberger, Administrative Principal	
APPROVED AS TO FORM:		
Teresa L. Highsmith, City Attorney		
Evelyn G. Zneimer, City Clerk		

IN WITNESS WHEREOF this First Amendment is signed by the parties hereto

EXHIBIT A-1

South Pasadena Historic Inventory Additional Scope of Services #17-0310 (Revised December 12, 2017)

Client:

City of South Pasadena Attn: David G. Watkins, AICP Director of Planning & Building 1414 Mission Street South Pasadena, CA 91030

Dear Mr. Watkins,

Thank you for the opportunity to provide additional services for the historic resources survey for the City of South Pasadena.

SCOPE OF WORK:

Historic Resources Group, LLC ("Consultant") shall provide historic preservation consulting services for the above-referenced project as requested by City of South Pasadena ("Client"). Please see Exhibit A for specific tasks.

SCHEDULE FOR COMPLETION:

Consultant will endeavor to conform to the Client's schedule when it is known and when reasonable notice and period to complete is provided.

TERMS OF COMPENSATION:

Historic preservation consulting services will be billed according to Exhibit A up to a total not-to-exceed amount of \$12,700. Consultant will neither incur nor bill services in excess of this amount without the prior approval of Client. Reimbursable expenses, such as mileage, parking, overnight delivery, reproduction/photographic supplies and processing, etc., shall be billed in addition to services at cost up to \$250.

Consultant shall be paid for services rendered and customary and/or agreed upon reimbursable expenses incurred in the performance of the work. Payment shall be considered late if not received within 30 days of the date on the invoice.

SERVICES AGREEMENT

South Pasadena Historic Inventory Additional Services #17-0310 Revised December 12, 2017

HISTORIC RESOURCES GROUP

12 S. Fair Oaks Avenue, Suite 200, Pasadena, CA 91105-3816 Telephone 626 793 2400 Facsimile 626 793 2401 www.historicresourcesgroup.com

HOURLY RATE SCHEDULE:

Managing Principal/Principal Architect	\$250
Principal	\$200
Senior Architectural Historian/Preservation Planner/Architect	\$150
Staff Architectural Historian/Preservation Planner/Architect	\$100
Associate Staff	\$75
Clerical	\$ 75

We will proceed with the above scope of work upon approval of this agreement in writing by both parties.

HISTORIC RESOURCES GROUP, LLC	CITY OF SOUTH PASADENA		
	•		
Andrea Humberger, Admin. Principal Date	David G. Watkins, Director	Date	

SERVICES AGREEMENT

South Pasadena Historic Inventory Additional Services #17-0310 *Revised December 12, 2017*

HISTORIC RESOURCES GROUP

12 S. Fair Oaks Avenue, Suite 200, Pasadena, CA 91105-3816 Telephone 626 793 2400 Facsimile 626 793 2401 www.historicresourcesgroup.com This page intentionally left blank.

EXHIBIT B

Fees Associated with Additional Scope of Services

MANAGING PRINCIPAL SENIOR STAFF PLANNING PRINCIPAL/H PLANNER/ ARCHITECT/ HISTORIAM ASSOC.

ARCHITECT

TASK DESCRIPTION	\$280	\$200	£150	\$160	\$75	House	Fece
1.0 HISTORIC INVENTORYADDITIONAL SERVICES							
1.1 Review existing evaluations and documentation for 20 properties on list received from City staff on November 20, 2017.		4			8	12	\$1,400
1.2 Conduct additional research, as needed, to substantiate information received from the City and/or property owners.					20	20	\$1,500
1.3 Site visit to document existing conditions, as needed.					8	8	\$600
1.4 Provide written recommendations re: potential eligibility of the subject properties. Update inventory list, as needed, following final determination of the City Council.		8			13	20	\$2,500
1.5 Update Survey Report to document final methodology and survey findings, following final determination of the City Council.		4			6	12	\$1,400
1.6 Consultation with City staff, as needed.		2				2	\$400
1.7 Attendance at two public meetings: one Cultural Heritage Commission meeting (including preparation of presentation) and one City Council meeting.		12			8	20	\$3,000
Subtotal							\$10,000
2.0 REVISE HISTORIC RESOURCES INVENTORY							
2.1 Draft updated language for review re: properties included on the Inventory from the 2002/2004 survey.		2			4	6	\$700
2.2 Revise Inventory list with updated languae as approved by City staff.					16	15	\$1,200
Subtotal Control of Market Control of the Control of the Control of Control o	10 mil. 11					- 4	\$1,900
REIMBURSABLE EXPENSES - Including, but not limited to mileage (IRS rate), parking, overnight delivery, reproduction/photographic supplies and processing. Billed at cost.							\$250
Total		,					\$12,950
This proposal is valid for six months from the date below.				·- ·· ·· · · · · · · · · · · · · · · ·			

EXHIBIT A South Pasadena Historic Inventory Additional Services #17-0310
Revised December 12, 2017
HISTORIC RESOURCES GROUP, LLC

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:

December 20, 2017

TO:

Honorable Mayor and City Council,

VIA:

Stephanie DeWolfe, City Manager

FROM:

Paul Toor, Public Works Director

Kristine Courdy, Public Works Operations Manager

SUBJECT:

Approval of a Contract Amendment with Raftelis Financial

Services, Inc., for Additional Water Rate Consultant Services

Recommendation

It is recommended that the City Council approve the first contract amendment with Raftelis Financial Services, Inc. (Raftelis) for additional services performed during the water rate study (Study) in the amount of \$3,300 and authorize the City Manager to execute the contract amendment.

Fiscal Impact

The original contract was \$55,465 and the final contract will be in the amount of \$58,765 upon approval of the proposed amendment. There are sufficient funds available in the Water Utility Operations Division's budget, Account Number 500-6711-8170 to cover the cost of this amendment.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

On August 17, 2017, the City Council awarded a contract to Raftelis Financial Services, Inc., to conduct a cost of service study for the water utility. The scope of services for the Study included the following key components: customer usage and flow projections, revenue projections, annual revenue requirement projections, capital improvement program, determination of adequacy of revenues under existing rates, cost of service analysis, rate design, and sensitivity analysis (in depth look to examine the effects of the new water rate model). In order to avoid duplicate Proposition 218 preparation and mailing costs, the sewer rates were also updated at the same time under a separate agreement.

Analysis

Raftelis prepared the cost of service analysis and recommended a water and sewer rate increase per the rate study dated August 22, 2017. A Public Hearing was held on November 1, 2017; as a result, the City Council approved the proposed rates. The new rates will become effective January 1, 2018.

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Approval of a Contract Amendment with Raftelis Financial Services, Inc. December 20, 2017
Page 2 of 2

The consultant was expected to complete the Study by February 2017. However, it took longer than anticipated to provide the water billing data and revenue information from Global Water. Subsequently, upon review and recommendation by the City's Water Ad Hoc Committee, Raftelis was asked to provide additional alternatives for the Capital Improvement Program. As a result, it took an additional six months to complete the work and new rates were made effective January 2018 instead of July 2017. The request for additional fees by Raftelis in the amount of \$3,300 is just and reasonable. Therefore, staff is recommending approval of the proposed contract amendment.

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. Raftelis Contract Amendment
- 2. Raftelis Original Contract

ATTACHMENT 1 Raftelis Contract Amendment

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made and entered into on the 20th day of December, 2017, by and between the CITY OF SOUTH PASADENA ("City") and RAFTELIS FINANCIAL SERVICES, INC., ("Consultant").

RECITALS

WHEREAS, on August 17, 2016, the City and Consultant entered into an Agreement for the Consultant to conduct a comprehensive cost of service study for the City's water utility operations and to prepare a report based on its findings (Services); and

WHEREAS, the Agreement was for an initial amount of \$55,465 for the Consultant to perform the Services; and

WHEREAS, during the Services, the City increased the scope of services to include additional work not included in the original scope of services; and

WHEREAS, the duration of the contract needs to be extended due to delay in providing water/revenue billing information.

WHEREAS, the fee proposal for the additional work submitted by the Consultant, in the amount of \$3,300 is just and reasonable.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. CONSULTANT'S SCOPE OF SERVICES. Section 3.1 of the Agreement is amended to read as follows:

"Scope of Services": Such professional services are set forth in Consultant's June 28, 2016 proposal to the City attached hereto as Exhibit A and incorporated herein by this reference. In addition, the Consultant shall perform additional alternatives for the water capital improvement program as requested by the Agreement Administrator.

2. CONSULTANT'S MAXIMUM AMOUNT. Section 3.4 of the Agreement is amended to read as follows:

"Maximum Amount": The highest total compensation and costs payable to the Consultant by the City under this agreement. The Maximum Amount under this agreement is Fifty Eight Thousand, Seven Hundred and Sixty Five dollars

(\$58,765) (which includes the compensation for the original scope of services in the amount of \$55,465, and the compensation for the additional work in the amount of \$3,300).

- 3. TERM. The term of this Agreement shall be extended to December 31, 2017.
- 4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

"City"	"Consultant"
City of South Pasadena	Rafteli Financial Services, Inc.
By:	By:
Signature	Signature
Printed:	Printed:
Title:	Title:
Date:	Date:
Attest:	
By:Evelyn G. Zneimer, City Clerk	<u> </u>
Date:	
Approved as to form:	
By: Teresa L. Highsmith, City Attorney	
Date:	

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ATTACHMENT 2 Raftelis Original Contract

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Raftelis Financial Services, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Raftelis Financial Services, Inc., a California Corporation ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Conduct a comprehensive cost of service study for the City's water utility operations and prepare a report based on its findings
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's **June**28, 2016 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Mr. Paul Toor, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim

Professional Services Agreement – Consultant Services
Page 1 of 15

- milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Fifty Five Thousand, Four Hundred and Sixty Five Dollars (\$55,465).
- 3.5. "Commencement Date": August 31, 2016.
- 3.6. "Termination Date": May 30, 2017

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. Services. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. Coordination with City. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

Professional Services Agreement – Consultant Services
Page 2 of 15

- 5.5. Professional Standards. Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. Avoid Conflicts. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. Appropriate Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Mr. Sudhir Pardiwala shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. Substitution of Personnel. Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. Permits and Approvals. Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. Notification of Organizational Changes. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to

Professional Services Agreement – Consultant Services
Page 3 of 15

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. Compensation for Subcontractors. City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. General. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices. Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. Additional Work. Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. City Satisfaction as Precondition to Payment. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. Right to Withhold Payments. If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

- 10.2. No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 Consultant to Indemnify City. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

Professional Services Agreement – Consultant Services
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- 11.4 Attorney's Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 Waiver of Statutory Immunity. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of South Pasadena Water Facilities Capital Improvement Projects.
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

Professional Services Agreement – Consultant Services
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12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

• Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate

General Liability:

• .	General Aggregate:	\$2,	,000,000
•	Products Comp/Op Aggregate	\$2,	000,000
•	Personal & Advertising Injury	\$1,	000,000
٠	Each Occurrence	\$1,	000,000
•	Fire Damage (any one fire)	\$	50,000
•	Medical Expense (any 1 person)	\$	5,000

Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000
•	EL Disease - Policy Limit	\$1,000,000
•	EL Disease - Each Employee	\$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

Professional Services Agreement – Consultant Services
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- 12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired

policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, South Pasadena, CA 91030.

- 12.12. Consultant's Insurance Primary. The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. City Cooperation in Performance. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. Consultant Cooperation in Defense of Claims. If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

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14. NOTICES

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

If to City

Mr. Paul Toor, P.E. City of South Pasadena Public Works Department 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-7240 Facsimile: (626) 403-7241

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
300 South Grand Ave., Ste. 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

If to Consultant

Mr. Sudhir Pardiwala 150 N. Santa Ana Avenue, Suite 470 Arcadia, CA. 91006 Telephone: 626-583-1894

E-mail: Spardiwala@raftelis.com

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

16.1. City Termination. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

Professional Services Agreement – Consultant Services
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- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. Headings. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Professional Services Agreement – Consultant Services
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17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. Time of the Essence. Time is of the essence for each and every provision of this Agreement.
- 18.7. Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment

actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. Venue. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"	"Consultant"
City of South Pasadena	Raftelis Figurcial Services, Inc.
By: 5 ->	By: Cardu
Signature	Signature
Printed: Sersio Gonzalez	Printed: SUDHIR PARDIWALA

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Title: CTY WANAGER	Title:_	EXEC	VICE	PRESIDENT
Date: 817/16	Date:_	ΑU	G 10	, 2016
Attest:				
By: Evelyn J. Pre- Evelyn G. Zreimer, City Clerk				
Date: 8/17/2016				
Approved as to form:				
By: Julia L./J./ML Teresa L. Highsmith, City Attorney				
Date: 8/17/2016				

Exhibit "A"

Scope of Services

Raftelis will prepare a cost of service study for the City's water utility operations. The scope of services included in the preparation of this study include the following items:

- Kick-off meeting and preliminary data collection.
- Financial plan development. Includes analysis to ensure that water rates are sufficient to support debt service as well as water operations.
- Cost of service analysis. Includes review of meter sizes, as well as usage patterns.
- Rates development and customer impacts. Includes tiered rates calculation and customer impact analysis.
- Miscellaneous fees and penalties calculation.
- Draft and final report preparation.
- Attendance at public meetings, inclusive of finance, public works commission and City Council.

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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:

December 20, 2017

TO:

Honorable Mayor and City Council

VIA:

Stephanie DeWolfe, City Manager

FROM:

Paul Toor, Public Works Director

Rafael O. Casillas P.E., Deputy Public Works Director

SUBJECT:

Award of Contracts to Kabbara Engineering and RKA

Consulting Group for Engineering Design Services for Fiscal

Year 2017-18 Street Improvement Projects

Recommendation

It is recommended that the City Council:

- 1. Accept a proposal dated November 14, 2017, from Kabbara Engineering for engineering design services for the Bushnell Avenue and Diamond Avenue Street Improvement Project and authorize the City Manager to execute an agreement with Kabbara Engineering for a not-to-exceed amount of \$70,158;
- 2. Accept a proposal dated November 14, 2017, from RKA Consulting Group for engineering design services for the Alpha Avenue and Camino Del Sol Improvement Project and authorize the City Manager to execute an agreement with RKA Consulting Group for a not-to-exceed amount of \$71,760; and
- 3. Reject all other proposals received.

Fiscal Impact

The adopted Fiscal Year (FY) 2017-18 Budget includes funding for these street improvement projects. There are sufficient funds budgeted in capital improvement project Account No. 104-9000-9203 to fund these services.

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

These Projects were previously identified and reviewed by the Public Works Commission.

Background

The street list is generated based on the Pavement Management Program (PMP) which was

Award of Engineering Design Services for FY 17-18 Street Improvement Projects December 20, 2017
Page 2 of 3

developed in 2015, taking into account staff recommendations, citizen requests and complaints conditions of city's infrastructure such as water and road surface, and Commissioner input. The Public Works Commission and subsequently the City Council approved the street improvements. The Projects limits are Bushnell Avenue (Oak Street to Huntington Drive), Diamond Avenue (Monterey Road to Lyndon Street), Alpha Avenue (La Fremontia to Valley View Road), and Camino Del Sol (Saint Albans to Santa Teresa).

The proposed improvements include grind and overlay of damaged asphalt pavement, localized repairs of damaged asphalt, localized repairs of damaged sidewalk, driveways, curb and gutter, adjustment of manholes and utility covers, replacement of water line (only Alpha Avenue and Camino Del Sol) and replacement of water services, valves, and meter boxes.

Analysis

October 18, 2017, Request for Proposals (RFP) was issued. Proposals were received from the following three (3) firms:

- Kabbara Engineering, City of Orange
- RKA Consulting Group, City of Walnut
- KOA Corporation, City of Monterey Park

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

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

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

After ranking the proposals, staff committee determined Kabbara Engineering to be the most qualified consultant for the Bushnell Avenue and Diamond Avenue Street Improvement Project, and RKA Consulting Group to be the most qualified consultant for the Alpha Avenue and Camino Del Sol Street Improvement Project.

Kabbara Engineering is a smaller engineering firm based in Ornage with over 24 years in the industry, and has provided similar services to municipal agencies such as the Cities of West Hollywood, Santa Monica, and San Clemente. They have also recently designed the Monterey Road (Phase 1 and 2), El Centro Street, Chelten Way, Collis Avenue, and Hill Drive Street Improvement Project for the City.

Award of Engineering Design Services for FY 17-18 Street Improvement Projects December 20, 2017
Page 3 of 3

RKA Consulting Group is a smaller full-service engineering firm based in Walnut and specializing in providing civil engineering services, traffic engineering, land development, and construction management services to municipal agencies. They have recently completed similar design projects for the Cities of San Gabriel, Walnut, and Pomona. Currently, RKA Consulting Group is providing inspection and construction management service for the El Centro Street Project, Grevelia Avenue Project, and Garfield Avenue Project for the City.

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 of the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

- 1. Agreement Kabbara Engineering
- 2. Agreement RKA Consulting Group
- 3. Project Map

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ATTACHMENT 1 Agreement – Kabbara Engineering

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of South Pasadena / Kabbara Engineering)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and <u>Kabbara Engineering</u> ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Bushnell Avenue and Diamond Avenue Street Improvement Project
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Councilmembers, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.2. "Scope of Services": Such professional services as are set forth in Consultant's November 14, 2017 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

- 3.3. "Agreement Administrator": The Agreement Administrator for this project is <u>Paul Toor</u>, <u>Public Works Director</u>. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference. This Fee Schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seventy thousand and one hundred fifty-eight Dollars (\$70,158).
- 3.6. "Commencement Date": December 20, 2017.
- 3.7. "Termination Date": July 31, 2018.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. Services. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. Coordination with City. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures

- required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. Avoid Conflicts. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. Appropriate Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Leah Kabbara shall be Consultant's Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's Project Administrator without City's prior written consent.
- 5.8. Substitution of Personnel. Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. Notification of Organizational Changes. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.11. Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. General Prohibition. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

- 7.1. General. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices. Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. Additional Work. Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. City Satisfaction as Precondition to Payment. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

- 10.2. No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. Consultant to Indemnify City. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage that arises out of, pertains to, or relates to Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3. Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated

that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 11.4. Consultant to Defend City. The duty to defend shall be a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City, City and its officers, employees, agents, and volunteers, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- 11.5. Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.6. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.7. Waiver of Statutory Immunity. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.8. Indemnification by Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.9. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11.10. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: <u>Bushnell Avenue and Diamond Avenue Street Improvement Project.</u>
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

•	Professional Liability Insurance:	\$2,000,000 per occurrence,
		\$4,000,000 aggregate

General Liability:

•	General Aggregate:	\$4,000,000
•	Products Comp/Op Aggregate	\$4,000,000
•	Personal & Advertising Injury	\$2,000,000
•	Each Occurrence	\$2,000,000
•	Fire Damage (any one fire)	\$ 100,000
•	Medical Expense (any 1 person)	\$ 10,000

Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000

EL Disease - Policy Limit \$1,000,000
EL Disease - Each Employee \$1,000,000

Automobile Liability

• Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. Automobile Liability Insurance. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.12. Consultant's Insurance Primary. The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. City Cooperation in Performance. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. Consultant Cooperation in Defense of Claims. If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City:

If to Consultant:

Paul Toor, P.E. City of South Pasadena Public Works Department 1414 Mission Street South Pasadena, CA 91030 Leah Kabbara, P.E. Kabbara Engineering Telephone: (714) 744-9400 Facsimile: (714) 744-9771 E-mail: leah@kabbara.net Telephone: (626) 403-7240 Facsimile: (626) 403-7241

With courtesy copy to:

Teresa L. Highsmith, Esq. South Pasadena City Attorney Colantuono, Highsmith & Whatley, PC 790 E. Colorado Blvd., Ste. 850 Pasadena, CA 91101 Telephone: (213) 542-5700

Telephone: (213) 542-5700 Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. City Termination. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for

Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 18.9. Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMEN representatives to execute this Agreement or	VT, the parties have caused their duly authorized the dates set forth below.
"City" City of South Pasadena	"Consultant" Kabbara Engineering
By: Signature	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Attest:	
By:Evelyn G. Zneimer, City Clerk	_
Date:	
Approved as to form:	
By: Teresa L. Highsmith, City Attorney	_
Date:	

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EXHIBIT AScope of Work

Project Description:

Bushnell Avenue (Oak Street to Huntington Drive):

The limit of work for the project is Bushnell Avenue from Oak Street to Huntington Drive. The length of the roadway is approximately 1,300 LF and the average width of the roadway is 32 FT. The proposed project involves an aerial survey including each intersection for 100' in the direction of each approach from the centerline, repair of damaged asphalt pavement by grinding and overlay with conventional asphalt mix or Asphalt Rubber Hot Mix (ARHM), installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, replacement of ADA access ramps, adjustment of manholes and utility covers, replacement of water services, valves, meter boxes, and fire hydrants, resetting of survey monuments, replacement of existing signs, thermoplastic striping, and other associated elements of work.

Diamond Avenue (Monterey Road to Lyndon Street):

The limit of work for the project is Diamond Avenue from Monterey Road to Lyndon Street. The length of the roadway is approximately 500 LF and the average width of the roadway is 31 FT. The proposed project involves an aerial survey including each intersection for 100' in the direction of each approach from the centerline, repair of damaged asphalt pavement by grinding and overlay with conventional asphalt mix or Asphalt Rubber Hot Mix (ARHM), installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, replacement of ADA access ramps, adjustment of manholes and utility covers, replacement of water services, valves, meter boxes, and fire hydrants, resetting of survey monuments, replacement of existing signs, thermoplastic striping (including Class III bike route), and other associated elements of work. This project is adjacent to a school and will require restricted working hours and coordination with the school.

Scope of Services:

Kabbara Engineering will provide engineering design services for the Bushnell Avenue and Diamond Avenue Street Improvement Project. The scope of work includes, conduct research and meetings, utility investigation and coordination, topographic field survey and base map, provide geotechnical investigation and pavement report, prepare construction plan, specification, and engineer's estimate, construction engineering support services and submit all deliverable.

Detail scope of services and listing of current hourly rate for the engineering design service are referenced in the original proposal dated November 14, 2017.



Phone: 714.744.9400 Fax: 714.744.9771

Proposal for Engineering Design Services for FY 17-18 Street Improvement Projects

5. SCOPE OF WORK

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

A. Research & Meetings

- Compile and review all available documents provided by the City, obtain and review all necessary documents and maps (as required) from the County and/or City of Los Angeles.
- 2. Organize and attend four (4) progress meetings with City staff for design review and coordination purposes at project Kick-off, and at the 50%, 80% and 95% completion levels. In a Kick-off meeting with the City, the scope of work, design criteria, goals and objectives for the project, and the project schedule will be reviewed and approved. Includes preparation of meeting minutes and monthly status reports.
- 3. Attend 2 Public Outreach meetings with the Public Works Commission and/or affected residents and businesses, as requested by City staff.

Deliverables: Existing Records Matrix, Meeting Minutes and Agendas

B. Utility Investigation & Coordination

1. Notify all affected public utility companies, government agencies, sanitary and water districts using City of South Pasadena Utility Coordination Procedures, and identify underground facilities and substructures using existing record documents and atlas maps provided by the various utility companies. Coordinate with all existing affected utility companies and request verification of location and depth of their facilities for design purposes. Identify anticipated conflicts and make recommendations for potholing, if required, to the City. Prepare a Utility Notification Log to track utility company contacts and responses. Utility Notification Log and copies of all correspondence will be provided to the City with Final Plan submittal.

Deliverables: Utility Notification Log & Copies of Correspondence

- C. Topographic Field Survey & Base Map
 - 1. Perform field survey to establish horizontal and vertical control per Los Angeles County benchmark and monumentation, and identify existing topographic features and improvements within each project's limits. Includes cross sections at 25-foot intervals for Bushnell Avenue



Phone: 714.744.9400 Fax: 714.744.9771

Proposal for Engineering Design Services for FY 17-18 Street Improvement Projects

and Diamond Avenue (reconstruction & major curb& gutter replacement), and cross sections at 50-foot intervals (overlay with localized R&R) for Alpha Avenue and Camino del Sol, within each Project's limits. Includes elevations of top of curb, gutter flowline, lip of gutter, centerline, EG, EP, driveways, sidewalks, cross gutters, curb returns, ramps and all angle points, grade breaks and limits of damaged improvements, as required for design purposes. Includes dipping of manholes and catch basins for water main design purposes on Alpha Avenue and Camino del Sol, and field review of each project street to identify special conditions and conflicts. Aerial topographic survey is available as an Optional service if required, but is not recommended due to existing tree cover which would obscure ground details required for design.

2. Prepare Topographic Base Map using computer aided drafting and the field topographic survey results/data (AutoCAD 2015 Civil 3D). Plot existing record utilities, rights-of-way, property lines, addresses, surface and underground utilities, and site specific topographic features required for design at (H) 1"=20' or 1"=40' plan view only for each project street, on City of South Pasadena Standard Title Block Sheets.

Deliverables: Topographic Base Maps (pdf format)

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

Our scope of work will consist of preparing a geotechnical investigation to assess pavement rehabilitation options and document existing conditions by coring the pavement, testing the resistance of the subgrade using DCP, and sampling the soils for laboratory testing. Our investigation will specifically evaluate utility improvements by boring some of the cores.

We will explore subsurface conditions by coring a pair of cores in the existing pavement (at shoulder and in drive lane) and sampling subgrade along the project alignments. The cores will be excavated to approximately 2 feet below existing pavement surface to allow logging and sampling of subgrade materials for examination and laboratory testing. Periodically the cores will be bored to a depth of 5 feet or refusal to evaluate conditions for utility installations. Laboratory testing will be performed to characterize the subgrade. The results of the field and laboratory programs will be evaluated to develop conclusions and recommendations regarding appropriate pavement rehabilitation alternatives including calculating pavement structural sections (10-year design life). We understand the City will provide the expected traffic loading. Specifically, our services will consist of:

- Marking the core locations for Digalert purposes and attending 1 meeting with City staff
- Mapping the distress in the roadway to prepare generalized distress maps
- Preparing traffic control sketches and submitting a no-fee traffic control permit application to the City
- Providing traffic control while performing fieldwork per the MUTCD manual



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Proposal for Engineering Design Services for FY 17-18 Street Improvement Projects

- Coring the existing pavement and sampling subgrade at approximately 1,000 feet spacing, or one pair of cores and one boring for each street segment (a total of 4 borings) to approximately 2 feet below existing pavement surface to allow logging and sampling of subgrade materials for examination and laboratory testing
- Performing laboratory testing to classify the soil, assess moisture content, and R-value of the subgrade
- Backfilling and patching core holes with rapid set concrete after obtaining soil sample
- Engineering analysis to evaluate pavement rehabilitation options
- Preparing illustrated draft and final pavement investigation reports complete with field and laboratory data including:
 - Core location map and generalized distress with "dig-out" recommendations
 - Existing structural section (including material classification, thickness and material types of AC, PCC, base, and subgrade materials)
 - Compaction requirements; subgrade preparation; trench backfill recommendations; and treatment recommendations for wet, unsuitable, and/or saturated conditions, if digouts or reconstruction is recommended
 - A table presenting our pavement rehabilitation recommendations
- 2. Prepare 1 Preliminary Design Report showing all feasible pavement alternatives with cost comparisons and recommendations per the geotechnical findings and report. Meet with City to review the 50% complete plans/base map, and discuss Preliminary Design Report and obtain City approval of recommended pavement section design alternative for each Project.

Deliverables: Draft & Final Geotechnical Report and Preliminary Design Report (in pdf and hard copy)

E. Construction Documents

- 1. Preliminary Design
 - a. Prepare one set of preliminary street improvement plans for each Project (4 sets total). Includes plan & profile view for Bushnell Avenue and Diamond Avenue, as required for anticipated reconstruction of the pavement and/or curb and gutter, and plan view only for Alpha Avenue and Camino del Sol, anticipated for overlays. The plans shall show the limits of removals, overlays and reconstruction, reconstruction of damaged or missing PCC curb and gutter, sidewalk, cross gutter, driveway, and curb ramps, utility adjustments and/or relocations, resetting of centerline monumentation and ties, and all required miscellaneous improvements. Includes centerline stationing and street stationing of all existing and proposed improvements impacted by design, construction notes, bid item numbers, typical sections, and miscellaneous details, as required.



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Proposal for Engineering Design Services for FY 17-18 Street Improvement Projects

- b. Prepare preliminary domestic water improvement plans at 1"=20' or 1"=40' (H) scale plan and 1"=2' or 1"=4' profile view, for the construction of new 8" water mains in Alpha Avenue and Camino del Sol (only). Includes construction notes and details for the abandonment of existing mains and the upgrade of existing fire hydrants, service laterals and meters, valves and water main crossing/connection details at street intersections within the paving limits. Includes trench details, bid item numbers, and details as required. Miscellaneous water appurtenance improvements/upgrades for Bushnell and Diamond Avenues will be shown on the street improvement plans in plan view only for those Projects, and no separate water improvement plans are included herewith for Projects 1 and 2.
- c. Prepare preliminary traffic signing, and striping plans as required for each Project street. Signing and pavement delineation plans will be prepared as necessary on double plan sheets at a scale of 1"=40'(H) scale. The pavement delineation will show replacing all traffic stripes, markings and legends which are obliterated or disturbed during the construction process. Includes Class III bike route signing and striping on Diamond Avenue, as required. Traffic loop replacement, where required at the intersection of Diamond and Monterey, will be shown on traffic striping plans, as necessary for construction purposes. Traffic signal modifications plans are not included and are available as Optional Services, if required by the City.
- d. Identify anticipated utility conflicts to determine if potholing is required. Notify the City Project Manager.
- e. Prepare one set of preliminary specifications in City format, including all City required attachments and bid proposal.
- f. Prepare Preliminary Opinion of Probable Cost for the Project, using Microsoft Excel.
- g. Submit two sets of 80% improvement plans, specifications & cost estimates to City for meeting discussion and comments.

Deliverables: 80% Complete PS&E (in pdf and hard copy)

2. Final Design

- a. Revise preliminary improvement plans and plot final improvement plans, including Title sheets, detail sheets, street, and water plans, traffic signing, and striping plans.
- b. Prepare Final Specifications for the project.



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Proposal for Engineering Design Services for FY 17-18 Street Improvement Projects

- c. Prepare Final Opinions of Probable Construction Cost.
- d. Submit two sets of 95% Improvement plans, Specifications and Cost Estimate to City for review and comment.

Deliverables: 95% Complete PS&E (in pdf and hard copy)

- Construction Document Phase
 - a. Revise and plot Final Improvement Plans, Specifications and Estimate.
 - b. Send copies of final plans to utility companies requesting them to coordinate any adjustments and/or relocations with the City.
 - c. Submit Final Improvement Plans, Specifications and Cost Estimate to City, on 24"x 36" Mylar and in digital format on a flash memory stick (thumb drive) using AutoCAD 2015 Civil 3D (dwg & pdf), for final approval. Specifications and estimates shall be submitted in hard copy and in digital format on flash drive using Microsoft Word and Excel 2010.

Deliverables: 100% Final PS&E (in pdf and hard copy)

- F. Bidding & Construction Engineering Support Services (Hourly Estimate deletable item)
 - 1. Perform Construction Engineering Support Services, including observation, coordination, written clarification of plans and specifications, preparation of addenda, written responses to RFI's, As-builts based on City provided contractor's redlines, and other meeting attendance with City staff, other agencies and or the public as requested by the City (Hourly Estimate)(Deletable Item)

Optional Services (available upon request)

- 1. Geotechnical Infiltration Testing & Corings/Investigation/Evaluation at 250' Intervals
- 2. Prepare cross sections plans at 25 or 50-foot intervals for each Project at 1"=10'(H), 1"=1'(V) scale showing existing and proposed improvements and cross-fall gradients.
- 3. Monument Restoration, Corner Records or Record of Survey
- 4. Legal Descriptions & Exhibits for Construction Easements or R/W
- 5. Traffic Signal & Interconnect PS&E
- 6. Traffic Control/Detour PS&E
- 7. Water Quality Hydrology & Hydraulics & WQMP/SUSMP

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EXHIBIT B Fee Schedule



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Fee Proposal for Engineering Design Services for FY 17-18 Street Improvement Projects

Schedule of Hourly Rates

The following is Kabbara Engineering's confidential Schedule of Hourly Rates, for providing professional engineering design services for street improvements to the City of South Pasadena. Our hourly fees/rates shall remain fixed for the entire duration of this contract. Our hourly fees/rates include all indirect costs associated with providing the subject services to the City of South Pasadena, as follows:

<u>CLASSIFICATION</u> <u>ENGINEERING</u>	HOURLY RATES
Principal Engineer/Project Manager	\$ 145 per hour
Project Engineer/Senior Engineer	\$ 135 per hour
Quality Engineer	\$ 120 per hour
Designer/ Civil Engineer	\$ 100 per hour
Junior Engineer	\$ 90 per hour
CADD Operator	\$ 85 per hour
<u>SURVEYING</u>	·
Licensed Land Surveyor	\$ 140 per hour
Survey Technician	\$ 90 per hour
Two-Man Field Party	\$ 250 per hour
Three-Man Field Party	\$ 350 per hour
<u>CLERICAL</u>	
Clerical	\$ 60 per hour

MISCELLANEOUS EXPENSE CHARGES:

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

SUBCONTRACTS:

Subcontracted services, such as geotechnical or environmental engineering services will be invoiced at cost plus ten percent (+10%). In the event Kabbara Engineering is required to perform any act in relation to litigation arising out of any project with the Client, such services will be invoiced at three (3) times the regular hourly rates.



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Fee Proposal for Engineering Design Services for FY 17-18 Street Improvement Projects

6. FEE PROPOSAL

City of South Pasadena

December 11, 2017

Public Works Department 1414 Mission Street

South Pasadena, CA 91030

Attention:

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

Subject:

Fee Proposal for Engineering Design Services for FY 17-18 Street Improvement Projects 1 & 2

Dear Mr. Toor:

Attached herewith for your review and consideration is our fee proposal per the attached scope of work and detailed man-hour fee schedule for Professional Engineering design services for the preparation of construction plans, specifications and estimates (PS&E) for the required street improvements for Fiscal Year 2017-2018, including Bushnell Avenue (Project 1) and Diamond Street (Project 2), in the City of South Pasadena. Our total not-to-exceed fee proposal for the subject project is as follows:

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Project 1: Bushnell Avenue & Project 2: Diamond Avenue	
Kabbara Engineering	\$59,290.00
SCS&T Inc. (Geotechnical Subconsultants)*	\$6,380.00
On-Point Land Surveying Inc. (Field Survey Subconsultants)*	\$4,488.00
TOTAL FEE Project 1 & Project 2 (Not-to-Exceed)	\$70,158.00

^{*}includes 10% Administrative Charge

Please note our Total Fee proposal above assumes that both projects will be designed concurrently as separate bid sets, in order to achieve cost efficiencies in mobilization, meetings and other costs. The payment of any required permit or application fees, or utility/ agency fees for research or materials, is not included herewith and will be considered to be paid by the City of South Pasadena, and additional mobilization and office charges will be necessary if any change in management or significant extension of the project schedule occurs during the life of the contract.

Thank you again for this opportunity to be of service. We look forward to working with City staff on this contract. Should you have any questions or need additional information, please contact me at the address below, telephone: (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,

KABBARA ENGINEERING

Zestkoli Leah Kabbara, PE PRINCIPAL ENGINEER This page intentionally left blank.

ATTACHMENT 2 Agreement – RKA Consulting Group

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of South Pasadena / RKA Consulting Group)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and <u>RKA Consulting Group</u> ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Alpha Avenue and Camino Del Sol Street Improvement Project
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. **DEFINITIONS**

- 3.1. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.2. "Scope of Services": Such professional services as are set forth in Consultant's November 14, 2017 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

- 3.3. "Agreement Administrator": The Agreement Administrator for this project is <u>Paul Toor</u>, <u>Public Works Director</u>. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference. This Fee Schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seventy-one thousand seven hundred and sixty Dollars (\$71,760).
- 3.6. "Commencement Date": December 20, 2017.
- 3.7. "Termination Date": July 31, 2018.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. Services. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. Coordination with City. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures

- required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. Professional Standards. Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. Avoid Conflicts. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. Appropriate Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. David G. Gilbertson shall be Consultant's Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's Project Administrator without City's prior written consent.
- 5.8. Substitution of Personnel. Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. Permits and Approvals. Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. Notification of Organizational Changes. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.11. Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. General Prohibition. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. Identification in Fee Schedule. All subcontractors shall be specifically listed and their billing rates identified in the approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

- 7.1. General. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices. Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. Additional Work. Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. City Satisfaction as Precondition to Payment. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. Right to Withhold Payments. If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

- 10.2. No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. Consultant to Indemnify City. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage that arises out of, pertains to, or relates to Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3. Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated

that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- Consultant to Defend City. The duty to defend shall be a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City, City and its officers, employees, agents, and volunteers, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- 11.5. Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.6. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.7. Waiver of Statutory Immunity. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.8. Indemnification by Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.9. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11.10. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

- 12.1. Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: <u>Alpha Avenue and Camino Del Sol Improvement Project.</u>
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

•	Professional Liability Insurance:	\$2,000,000 per occurrence,
		\$4,000,000 aggregate

General Liability:

•	General Aggregate:	\$4,000,000)
•	Products Comp/Op Aggregate	\$4,000,000)
•	Personal & Advertising Injury	\$2,000,000)
•	Each Occurrence	\$2,000,000)
•	Fire Damage (any one fire)	\$ 100,000	C
•	Medical Expense (any 1 person)	\$ 10,000)

Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000

EL Disease - Policy Limit \$1,000,000
EL Disease - Each Employee \$1,000,000

Automobile Liability

• Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.12. Consultant's Insurance Primary. The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. Waiver of Subrogation. Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. City Cooperation in Performance. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. Consultant Cooperation in Defense of Claims. If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City:

If to Consultant:

Paul Toor, P.E. City of South Pasadena Public Works Department 1414 Mission Street South Pasadena, CA 91030 Mr. Cody Howing, P.E. RKA Consulting Group Telephone: (909) 594-9702 Facsimile: (909) 594-2658 E-mail: chowing@rkagroup.com Telephone: (626) 403-7240 Facsimile: (626) 403-7241

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700

Telephone: (213) 542-5700 Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. City Termination. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. Remedies. City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for

Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. Time of the Essence. Time is of the essence for each and every provision of this Agreement.
- 18.7. Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 18.9. Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT representatives to execute this Agreement on t	c, the parties have caused their duly authorized he dates set forth below.
"City"	"Consultant"
City of South Pasadena	RKA Consulting Group
Ву:	Ву:
Signature	Signature
Printed:	Printed:
Title:	Title:
Date:	Date:
Attest:	
By:Evelyn G. Zneimer, City Clerk	
Date:	
Approved as to form:	
By: Teresa L. Highsmith, City Attorney	
10105a D. Highshian, City Pittorney	
Date:	

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EXHIBIT AScope of Work

Project Description:

Alpha Avenue (La Fremontia to Valley View Road):

The limit of work for the project is Alpha Avenue from La Fremontia to Valley View Road. The length of the roadway is approximately 1,300 LF, and average width of the roadway is 32 FT. The proposed project involves an aerial survey including each intersection for 100' in the direction of each approach from the centerline, repair of damaged asphalt pavement by grinding and overlay with conventional asphalt mix or Asphalt Rubber Hot Mix (ARHM), installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, replacement of ADA access ramps, adjustment of manholes and utility covers, replacement of 1,000 feet of 8-inch water main, replacement of water services, valves, meter boxes, and fire hydrants, resetting of survey monuments, replacement of existing signs, thermoplastic striping, and other associated elements of work.

Camino Del Sol (Saint Albans to Santa Teresa):

The limit of work for the project is Camino Del Sol from Saint Albans to Santa Teresa. The length of the roadway is approximately 1,200 LF, and average width of the roadway is 38 FT. The proposed project involves an aerial survey including each intersection for 100' in the direction of each approach from the centerline, repair of damaged asphalt pavement by grinding and overlay with conventional asphalt mix or Asphalt Rubber Hot Mix (ARHM), installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, replacement of ADA access ramps, adjustment of manholes and utility covers, replacement of 1,200 feet of 12-inch water main, replacement of water services, valves, meter boxes, and fire hydrants, resetting of survey monuments, replacement of existing signs, thermoplastic striping, and other associated elements of work.

Scope of Services:

RKA Consulting Group will provide engineering design services for the Alpha Avenue and Camino Del Sol Improvement Project. The scope of work includes, conduct research and meetings, utility investigation and coordination, topographic field survey and base map, provide geotechnical investigation and pavement report, prepare construction plan, specification, and engineer's estimate, construction engineering support services and submit all deliverable.

Detail scope of services and listing of current hourly rate for the engineering design service are referenced in the original proposal dated November 14, 2017.

UNDERSTANDING/SCOPE OF WORK



Green Street BMPs may be integrated into the project design scope. Although these features are at an additional cost to a typical project, they do offer benefit to the City in continued pursuit to maintain compliance with the current MS4 permit and the City's obligations identified in City's EWMP. RKA has experience in the design and constructability of infiltration and bio-filtration type BMPs near roadways.

Based on the running slope of Alpha Avenue and Camino Del Sol, capture of storm water from the gutter may not be effective due to velocity. If the elimination of some on street parking is allowable, Bushnell Avenue appears to be a good candidate to receive rain gardens that can also be utilized in opening more room for the existing trees that currently are the cause of sidewalk and curb and gutter damage. Diamond Avenue also appear to be a good candidate to receive BMPs. Bio filter tree wells may be an appropriate option to fit the scale and flow from that project. If infiltration is the favored type of BMP, RKA can provide infiltration testing as needed under a separate proposal.

SCOPE OF WORK:

PHASE 1—DESIGN SERVICES

Task 1—Utility Coordination

Coordinate with utility agencies to obtain as builts, identify any future utility work that needs to be completed prior to paving, and inform the utility agencies of the moratorium after the streets have been repaved. RKA will coordinate and notify the utility agencies of any work that they will have to perform either prior to construction or during construction. It is assumed that no relocation of utilities is necessary and the only work to be done with regard to non-water utilities is the adjustment of manholes and valve cans.

Task 2—Geotechnical Investigation

Cores (potholes) will be taken within the project limits in order to determine the thickness of the existing AC, presence of paving fabric, and aggregate base pavement section on each of the streets. A total of seven cores is proposed with all streets receiving two with the exception of Diamond Avenue which will receive one due to the short length. It is assumed that traffic control will conform to the WATCH Manual and there will be no need for traffic control plans. Additionally, it is assumed that the City will issue a no fee permit to the sub consultant performing the pavement cores. No geotechnical investigation on the subgrade or design recommendations will be made by the Geotechnical Engineer. Identification of trench backfill materials is excluded from this scope of work. Trench backfill material is typically the same material that was removed. Using alternative material to what the remainder of the street is constructed on may result in a differential of the trench surface. It's recommended that establishing maximum densities for use in determining complication is conducted during the construction phase to eliminate un necessary variances in the established value.



UNDERSTANDING/SCOPE OF WORK



Task 3—Topographic Survey

RKA will work in coordination with our sub consultant to produce a topographic survey each of the four streets. The survey will include cross section shots at 50' intervals, trees, meter boxes, sidewalk, drive approaches, utility covers and other pertaining details of the existing conditions to develop a basis for design.

Task 3—Field Investigation

In addition to the topographic survey, and at the conclusion of the preparation of design base files, RKA staff will conduct a field investigation to confirm the details of the base files and make note of any features that will aid or drive the project design. Generally items that will be identified will include:

- · Paying limits, including street widths and lengths
- Areas of failure that will require localized reconstruction
- Segments of sidewalk and curb and gutter to be replaced, if necessary
- Substandard curb ramps and sidewalk in need of ADA upgrades
- Existing striping and markings, including blue fire hydrant reflectors
- Manholes, valves, and vaults that will need to be adjusted
- Traffic signal loops that will need to be replaced
- Special conditions resulting from tree damage

Task 4—Design

Design Development:

Following the Kick-off meeting RKA will perform the utility investigation, geotechnical investigation, topographic survey and field investigation. Following the field investigation and results from the pavement cores, RKA will discuss the findings and repair methods with the City in order to reduce the number of comments and changes on the 50% submittal. To stay on schedule, the majority of the design information will be shown on the 80% plans. Essentially, the 95% and 100% submittals will be utilized to clarify outstanding details and finalizing drafting, minor review comments are expected.

Deliverables:

- The plans will be 24"x36" sheets two sets of bond copies will be submitted at each completion level (50%, 95% and 100%) for City review. Each project will include the following sheets.
 - ⇒ Bushnell Avenue Plan view sheets (no profiles) at 1"=20' scale, spot curb repairs will be established with point elevations and station offsets, water service replacements will be called out.



UNDERSTANDING/SCOPE OF WORK



- ⇒ Diamond Avenue Plan view sheets (no profiles) at 1"=20' scale, spot curb repairs will be established with point elevations and station offsets, water service replacements will be called out.
- ⇒ Alpha Avenue Plan view sheets (no profiles) at 1"=20' scale, spot curb repairs will be established with point elevations and station offsets for the street improvement plans. Water improvement sheets will be 1"=20' scale and include both plan and profile.
- ⇒ Camino Del Sol Plan view sheets (no profiles) at 1"=20' scale, spot curb repairs will be established with point elevations and station offsets for the street improvement plans. Water improvement sheets will be 1"=20' scale and include both plan and profile.
- Copy of utility research documents including as built request letters and utility responses
- Geotechnical report including the findings of the pavement corings, no pavement recommendations or other soils properties will be evaluated.
- Final Drawings including signed mylar plans, pdf copies, cad files, and survey topo.
- Technical Provisions specifications furnished by RKA and merged into City furnished boiler plate project specification sections.
- Engineer's Estimates for each of the project submittals at 50%, 95% and 100%.

Task 5—Construction Support Services

RKA will provide as-needed construction support for the project. RKA will answer RFIs and issue addenda, if necessary during bidding, answer RFIs during construction, and provide as-requested field observation. It is assumed that the City will provide Construction Management and will handle most construction issues. 20 hours will be allowed for each individual project in the respective budgets and only used on an as-needed basis.



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EXHIBIT BFee Schedule



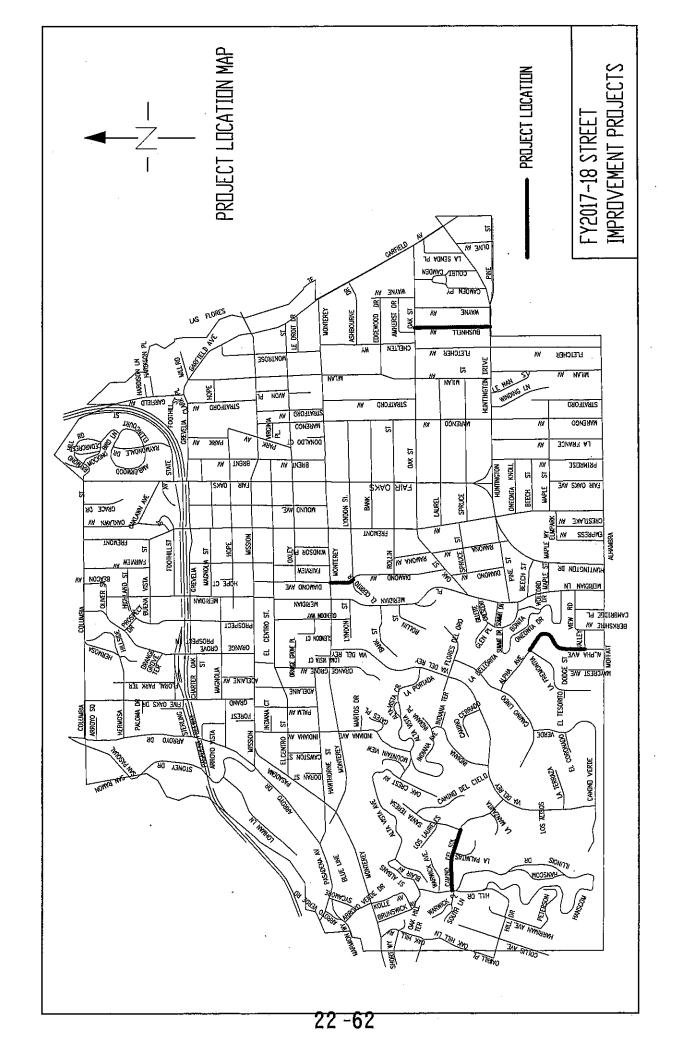
Camino Del Sol and Alpha Avenue

Engineering Design Services

December 14, 2017

	Project Manager \$130/hr	Project Engineer \$115/hr	Engineering Technician 75/hr	Clerical \$60/hr	Sub Consultant Fee	Total Fee
Task 1- Meetings (4)	28	28		ΨΟΟ/ΤΙΙ	100	\$6!860100
Task 2 - Utility Research and Coordination	20	Δ	15	1		\$11905100
Task 3 - As-Built Research and Field Work	- 	24		'		\$2,760.00
Task 4 - Project Kickoff Meeting	4					
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	5% 4	40				\$5,120,00
100						\$2,1190,00
Task 6 - Technical Specs	6	25				E\$3 [655]00]
Task 7- Engineer's Estimate	4	10		,,,,		\$1,670100
Task 8- Public Outreach Meetings	16					#\$2 !080!00
Task 9 - Construction Support	40					\$5,200,00
Fask 10 - Soils Investigation (Pavement Cores)					\$ 3,600.00	
Task 11- Topo Survey			1		\$ 11,400.00	
Subtotal Hou	rs 120		19	1		
Base/F	ee \$3,15!600	\$\$\$39,675	(\$ 1425)	\$ 60	\$ 15.000	\$ 71,760
			100			as cons ervation

ATTACHMENT 3 Location Map



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:

December 20, 2017

TO:

Honorable Mayor and City Council

VIA:

Stephanie DeWolfe, City Manager

FROM:

Desiree Jimenez, Acting Chief City Clerk

SUBJECT:

Consideration of the 2018 City Council Meeting Schedule

Recommendation

It is recommended that the South Pasadena City Council approve the 2018 City Council Meeting Schedule and determine which meetings, if any, will be canceled and/or rescheduled.

Fiscal Impact

There is no fiscal impact.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

Customarily, City Council meetings have been canceled during the summer months and/or holidays. At the June 19, 2013 City Council Meeting, the City Council adopted a policy to cancel the first meeting in August unless there was a special need to conduct City of South Pasadena (City) business.

In April 2014, the City Council meetings were rescheduled to the second and fourth Wednesdays of the month to coincide with South Pasadena Unified School District's (SPUSD) spring break schedule. Subsequently, the City Council has, on an annual basis, approved an annual City Council Meeting Schedule which includes the aforementioned alterations to the regular meeting schedule.

Analysis

This is a routine matter in which the City Council will consider the 2018 City Council Meeting Schedule.

Staff is recommending the cancellation of the January 3, 2018 City Council Meeting.

2018 City Council Meeting Schedule December 20, 2017 Page 2 of 2

The City Council Meeting scheduled on April 4, 2018, is set to take place during SPUSD's spring break, which is scheduled from April 2, 2018 to April 6, 2018. It is staff's recommendation to set aside Wednesday, March 28, 2018, in place of the aforementioned Regular City Council Meeting, should a Special City Council Meeting need to occur.

The City Council Meeting scheduled on July 4, 2018, will occur on a federal holiday therefore, staff is recommending that this meeting be cancelled.

The City Council Meeting scheduled on August 1, 2018, is routinely canceled during the month of August per the adoption of the aforementioned City Council policy.

Attached for consideration is a proposed 2018 City Council Meeting Schedule with possible dates to be canceled and/or rescheduled.

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:

- 1) Proposed 2018 City Council Meeting Schedule
- 2) 2018 Calendar
- 3) 2018 United States Federal Holiday Schedule
- 4) 2018 SPUSD Spring Break Website Calendar Item

ATTACHMENT 1 Proposed 2018 City Council Meeting Schedule



CITY OF SOUTH PASADENA CITY COUNCIL MEETING SCHEDULE 2018

	MEETING DATES
January 3, 2018	Possible cancelation and/or reschedule
January 17, 2018	
February 7, 2018	
February 21, 2018	
March 7, 2018	
March 21, 2018	
March 28, 2018	If needed
April 4, 2018	Possible cancelation and/or reschedule
April 18, 2018	
May 2, 2018	
May 16, 2018	
June 6, 2018	
June 20, 2018	
July 4, 2018	Federal Holiday – Possible cancelation and/reschedule
July 18, 2018	
August 1, 2018	Possible cancelation and/or reschedule
August 15, 2018	
September 5, 2018	
September 19, 2018	
October 3, 2018	
October 17, 2018	
November 7, 2018	
November 21, 2018	
December 5, 2018	
December 19, 2018	

ATTACHMENT 2 2018 Calendar

2018

JANUARY

FEBRUARY

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JULY

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30	31					

AUGUST

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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

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OCTOBER

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ATTACHMENT 3 2018 United States Federal Holiday Schedule

2018 Federal Holidays

Holiday	Date	Day
New Year's Day	January 1	Monday
Martin Luther King, Jr. Day	January 15	Monday
George Washington's Birthday	February 19*	Monday
Memorial Day	May 28	Monday
Independence Day	July 4	Wednesday
Labor Day	September 3	Monday
Columbus Day	October 8	Monday
Veterans Day	November 12**	Monday
Thanksgiving Day	November 22	Thursday
Christmas Day	December 25	Tuesday

^{*} When a federal holiday falls on a Saturday, it is usually observed on the preceding Friday. When the holiday falls on a Sunday, it is usually observed on the following Monday.

ATTACHMENT 4 2018 SPUSD Spring Break Website Calendar Item

Spring Break

What: Spring Break

When: 4/2/2018 - 4/6/2018, 11:59 PM

Copy to Google Calendar • Download iCal Event

Events

← Back to events list • Open calendar grid

Schools

Parent Portal

Board

Calendar

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:

December 20, 2017

TO:

Honorable Mayor and City Council

VIA:

Stephanie DeWolfe, City Manager

FROM:

Paul Toor, Public Works Director

Margaret Lin, Principal Management Analyst

SUBJECT:

Approval of a Letter to the California Department of

Transportation Requesting a Cooperative Agreement for the

State Route 110 Interchange Hookramp Project

Recommendation Action

It is recommended that the City Council authorize approval for the attached letter to the California Department of Transportation (Caltrans) regarding the City of South Pasadena's (City) request for a Cooperative Agreement for the State Route 110 (SR-110) Interchange Hookramp Project (Project).

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

On April 26, 2017, Caltrans submitted a draft Cooperative Agreement for the City's consideration. The draft Cooperative Agreement established that the City would be the Lead Agency for the construction and right-of-way management. Unfortunately, the City does not have the appropriate resources to complete such tasks. On July 31, 2017, City staff met with Caltrans to discuss the City's preference for Caltrans to assume the role of Lead Agency for the SR-110 Project. Caltrans agreed to explore the option of assuming the role of Lead Agency while the City continue to be the Project owner. At this time it is recommended to submit a letter to Caltrans to expedite the execution of the Cooperative Agreement.

Background

In 1998, the City was granted \$10.5 million in Rogan Funds towards four transportation projects known as the Rogan Projects. Three of the four projects have been completed and \$9.3 million of the funds are remaining. The only remaining project is the SR-110 Project, which includes modifications to the current on- and off-ramps from the SR-110 at Fair Oaks Avenue. However, the Rogan Funds are insufficient to complete both phases of the SR-110 Project. On March 8, 2016, Caltrans submitted a letter to then Mayor Joe committing an additional \$2.5 million in

Caltrans Letter Requesting a Cooperative Agreement for the SR-110 Interchange Hookramp Project
December 20, 2017
Page 2 of 2

state funds to cover a portion of the funding shortfall. Failure to complete the Project would result in a loss of the remaining Rogan Funds as the funds cannot be transferred to another project. On September 16, 2015, the City Council unanimously adopted Resolution No. 7425 requesting that Caltrans assume the role of Lead Agency for the SR-110 Project and to take over the design and construction of the SR-110 Project. The City has included the SR-110 Project in its State Route 710 Early Action Projects List to address the remaining funding shortfall (current estimates for the total project cost range from \$15-38 million).

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact.

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: Caltrans SR-110 Letter



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

December 20, 2017

Carrie Bowen, District Director Caltrans District 7 100 South Main Street Los Angeles, CA 90012

RE: State Route 110 Interchange Hookramp Project

Dear Ms. Bowen,

The purpose of this letter is to follow up on the City of South Pasadena's (City) previous request to expedite the State Route 110 Interchange Hookramp Project at Fair Oaks Avenue (Project).

The City greatly appreciates the California Department of Transportation's (Caltrans) willingness to work with the City to complete the Project and for Caltrans' commitment of an additional \$2.5 million to help fund the construction of the Project. In light of the May 25, 2017, Los Angeles County Metropolitan Transportation Authority (Metro) Board decision to move forward with the Transportation System Management/Transportation Demand Management (TSM/TDM) Alternative as the Locally Preferred Alternative for the State Route 710 (SR-710) North Extension Project, the City has included the Project as a priority project to receive funding from the remaining Measure R funds. The Project will relieve a significant bottleneck and help improve traffic flow in the SR-710 corridor.

On September 16, 2015, the City Council adopted Resolution No. 7425 requesting Caltrans to assume the role of Lead Agency for the Project; as the City does not have the resources to manage a project of this magnitude. On July 31, 2017, City staff met with Caltrans to discuss and reiterate the City's preference for Caltrans to assume the role of Lead Agency. Caltrans staff acknowledged that the City did not have the appropriate resources to complete the construction and right-of-way management for the Project. Caltrans agreed to explore the options of assuming the role of Lead Agency while the City would continue to be the Project owner. The City is currently awaiting a revised Cooperative Agreement with Caltrans assuming the role of Lead Agency for the design, construction, and right-of-way management be provided, to move forward with the Project.

We look forward to working with you to complete this important regional project. If you have any questions or comments, please feel free to contact Stephanie DeWolfe, City Manager, at sdewolfe@southpasadenaca.gov or (626) 403-7210.

Sincerely,

Michael A. Cacciotti

Richard D. Schneider, M.D. Mayor Pro Tem

Mayor

Robert S. Joe Councilmember Marina Khubesrian, M.D.

Councilmember

Diana Mahmud

Councilmember

cc:

Judy Chu, Congresswoman, 27th District Anthony J. Portantino, Senator, 25th Senatorial District

Chris Holden, Assemblymember, 41st District

Kathryn Barger, Los Angeles County Board of Supervisors, 5th District

South Pasadena City Council South Pasadena City Manager

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:

December 20, 2017

TO:

Honorable Mayor and City Council

VIA:

Stephanie DeWolfe, City Manager

FROM:

Margaret Lin, Principal Management Analyst MC

SUBJECT:

Approval of a Letter of Support on Behalf of the Foothill Gold Line Construction Authority's Grant Application for the Metro

Gold Line Foothill Extension Light Rail Project

Recommendation Action

It is recommended that the City Council approve a letter of support on behalf of the Foothill Gold Line Construction Authority's (Construction Authority) grant application to secure funding to complete the Los Angeles County Metropolitan Transportation Authority (Metro) Gold Line Foothill Extension Light Rail Project (Project).

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

Metro and the Construction Authority are submitting a grant application to the State of California's Transit and Intercity Rail Capital Program (TIRCP) for the Metro Gold Line Project. The Project will provide an important transit linkage between the San Gabriel Valley and Downtown Los Angeles; and will help mitigate some of the regional traffic congestion that exists in the region. Metro has identified the Foothill Gold Line Project as the County's top priority for these funds and letters of support for have been requested to accompany the grant application.

Background

On December 2, 2017, the Construction Authority broke ground on the 12.3-mile Project. The Project will extend the current Metro Gold Line to Montclair, with six new stations located in the Cities of Glendora, San Dimas, La Verne, Pomona, Claremont, and Montclair. The total Project cost was estimated at \$1.5 billion and funding will be primarily comprised of Measure M funds in Los Angeles County. However, there is currently a funding shortfall of approximately \$250 million.

Legal Review

The City Attorney has not reviewed this item.

Letter of Support for the Foothill Gold Line Grant Application for the Metro Gold Line Foothill Extension Light Rail Project
December 20, 2017
Page 2 of 2

Fiscal Impact

There is no fiscal impact.

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: Letter of Support for the Foothill Gold Line Grant Application



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

December 20, 2017

The Honorable Brian Kelly Secretary, California State Transportation Agency 915 Capitol Mall, Suite 350 B Sacramento, CA 95814

RE: Support for the Metro Gold Line Foothill Light Rail Extension TIRCP Application

Dear Secretary Kelly:

The City of South Pasadena (City) is pleased to support the State of California's Transit and Intercity Rail Capital Program (TIRCP) grant application submitted by Los Angeles County Metro and the Metro Gold Line Foothill Extension Construction Authority for the Metro Gold Line Foothill Extension Light Rail Project (Project).

This important regional Project will add miles of light rail service to our region's transit network, in an area with some of the state's worst congestion and air quality. It will link millions of new users to the network of rail lines via bus and rail connections. The extension will increase ridership on a line that has exceeded expectations, eliminating hundreds of thousands of vehicle miles traveled, and associated greenhouse gas pollutants.

This transit extension is already the catalyst for economic development, with significant growth in housing and jobs underway within a ½-mile of the future stations; and will connect direct access to nearly two dozen universities and colleges within a short walk, bike, or bus ride of a future station. It will connect hundreds of thousands of workers currently driving the I-210 Freeway to job centers in the San Gabriel Valley and Downtown Los Angeles, and will offer direct connections to major regional destinations, like the Los Angeles County Fairplex that serves millions of visitors each year. Most importantly, it will deliver a future link for Los Angeles County residents to Ontario International Airport; a connection that is currently being studied by the Southern California Association of Governments and the San Bernardino County Transportation Authority.

The Foothill Extension Project will address existing and future traffic congestion by providing a cost-effective alternative travel option for millions of residents, students, workers and visitors as well as new opportunities to live and work near transit. It will improve mobility, reduce greenhouse gas emissions, create new connectivity and corridor safety, and benefit numerous disadvantaged communities – and is therefore exactly the type of project the TIRCP funds should go to support. Thank you for your consideration of the application.

We look forward to working with you to complete this important regional Project. If you have any questions or comments, please feel free to contact Stephanie DeWolfe, City Manager, at sdewolfe@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: South Pasadena City Manager

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: December 20, 2017

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Lucy Demirjian, Assistant to the City Manager

SUBJECT: Approval of a Letter of Opposition to the California Public

Utilities Commission on Draft Resolution E-4907 Related to

Community Choice Aggregation

Recommendation Action

It is recommended that the City Council approve a letter of opposition to the California Public Utilities Commission (CPUC) on Draft Resolution E-4907 (Resolution) related to Community Choice Aggregation (CCA).

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The CPUC has proposed a large departure from their existing statutory oversight of CCAs. The proposal will delay new communities from joining or forming CCAs, increase exit fees on customers, drive local government programs into debt, and circumvents standard public input processes at the CPUC.

The CPUC released draft Resolution on December 8, 2017, and requires comments to be filed on December 29, 2017, with a CPUC vote planned for January 11, 2018. The Los Angeles Community Choice Energy (LACCE) Board set a special meeting for December 19, 2017, to discuss the proposal's intent, implications, and a proposed course of action.

It is recommended that South Pasadena submit a letter to CPUC opposing the draft Resolution (pending sample letter from LACCE).

Background

On July 19, 2017, the City Council entered the Joint Powers Agreement for LACCE and authorized the implementation of a Community Choice Aggregation program in the City of South Pasadena.

Letter of Opposition to CPUC – Resolution E-4907 Regarding Community Choice Aggregation December 20, 2017 Page 2 of 2

CCA, authorized in California under AB 117 (2002) and SB 790 (2011), allows local governments, including counties and cities, to purchase electricity in the wholesale power market and sell it to their residents and businesses at competitive rates as an alternative to electricity provided by an investor owned utility (IOU). CCA is not a municipal utility, as the IOU will continue to provide transmission and distribution services, power line maintenance, and even customer billing services. The goal of a CCA is to offer the local public more choices about where their energy comes from. Electricity customers in jurisdictions that become part of the CCA are automatically enrolled, but have the right to opt out and continue to get power purchased by the IOU (Southern California Edison in this case).

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact.

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. CPUC Draft Resolution E-4907 (December 8, 2017)
- 2. Letter to CPUC (pending sample letter from LACCE)

DRAFT

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

ENERGY DIVISION

Agenda ID #16190 RESOLUTION E-4907 January 11, 2017

RESOLUTION

Resolution E-4907. Registration Process for Community Choice Aggregators.

PROPOSED OUTCOME:

• This resolution would publish and implement a registration process for Community Choice Aggregators.

SAFETY CONSIDERATIONS:

There is no impact on safety.

ESTIMATED COST:

 Potential unquantifiable bundled ratepayer savings due to elimination of cost shifting of resource adequacy costs.

By the Commission's own initiative.

SUMMARY

The Commission through this Resolution proposes an informal process of review of Community Choice Aggregation (CCA) Implementation Plans pursuant to the requirements and directives of Public Utilities Code Section 366.2¹ and Decision (D.) 05-12-041. This process of review will coordinate with the timeline of the mandatory forecast filings of the Commission's Resource Adequacy program to ensure that newly launched and expanding CCAs comply with Resource Adequacy requirements, as established by Section 380, before they serve customers.

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 $^{^{\}rm 1}$ All further references are to the Public Utilities Code unless otherwise specified.

This Resolution will require Community Choice Aggregators (CCAs) to submit to a process that includes a timeline for submission of Implementation Plans; a requirement to "meet and confer" between the CCA and the incumbent utility that can be triggered by either the CCA or the utility; a registration packet including a CCA's service agreement and bond; and a Commission authorized date to begin service.

This Resolution, in part, is responsive to the directive of D.05-12-041 instructing the Executive Director to publish steps for the submission of Implementation Plans, and addresses the current rapid growth of CCA programs. The filing deadlines in this Resolution are intended to coordinate with the timeline for mandatory forecast filings in the Resource Adequacy program.

BACKGROUND

Overview of Community Choice Aggregation

In 2002 the State Legislature enacted Assembly Bill (AB) 117 (codified at Section 366.2), authorizing the creation of Community Choice Aggregators (CCAs). The Commission implemented the provisions of AB 117 in D.04-12-046, and D.05-12-041, among other Decisions.

D.05-12-041 directed the Executive Director to prepare and publish instructions for CCAs and utilities which would provide a forum for the CCA and the utility to understand the CCA's implementation plans and to assure that the CCA is able to comply with utility tariffs. The instructions should include a timeline and descriptions of the procedures for submitting and certifying receipt of the Implementation Plan, notice to customers, and notice to CCAs of the appropriate Cost Responsibility Surcharge (CRS) and registration of CCAs.

After D.05-12-041, no CCA came into formation until 2010 with the launch of Marin Clean Energy. From 2010 to 2015, two CCAs launched serving approximately 135,000 customer accounts statewide. From 2016 to 2017, CCA formation accelerated and 12 more communities launched or submitted CCA Implementation Plans to the Commission. As a result of this rapid growth in CCAs, it is appropriate now to address the directives of D.05-12-041 to create and publish processes for CCA implementation and registration.

Overview of CCA Implementation Plan Requirements

Section 366.2 authorizes the aggregation of electric loads by CCAs and establishes the broad requirements for implementing a CCA program. Section 366.2 grants the Commission authority over CCA implementation, and includes directives on the policy requirements of CCA programs, necessary implementation documents, timing requirements and deadlines for CCA implementation.

Section 366.2(c)(8) establishes the authority of the Commission to designate a CCA's start date with consideration of the impact on the electrical corporation's annual procurement:

No entity proposing community choice aggregation shall act to furnish electricity to electricity consumers within its boundaries until the commission determines the cost recovery that must be paid by the customers of that proposed community choice aggregation program, and provided for in subdivisions (d), (e), and (f). The commission shall designate the earliest possible effective date for implementation of a community choice aggregation program, taking into consideration the impact on any annual procurement plan of the electrical corporation that has been approved by the commission.²

Policy Requirements for CCAs

Any CCA program must provide for universal access, reliability, equitable treatment of all classes of customers, and fulfill requirements established by state law or by the commission concerning aggregated service.³

Section 366.2 (c) (4)	states:
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² Section 366.2(c)(8).

³ Section 366.2(c)(4).

A community choice aggregator establishing electrical load aggregation shall prepare a statement of intent with the implementation plan. Any community choice load aggregation established pursuant to this section shall provide for the following:

- (A) Universal access.
- (B) Reliability.
- (C) Equitable treatment of all classes of customers.
- (D) Any requirements established by state law or by the commission concerning aggregated service, including those rules adopted by the commission pursuant to paragraph (3) of subdivision (b) of Section 8341 for the application of the greenhouse gases emission performance standard to community choice aggregators.

Additionally, the implementation of a CCA program "shall not result in a shifting of costs between the customers of the community choice aggregator and the bundled service customers of an electrical corporation."⁴

Implementation Documents and Requirements

Section 366.2 requires that CCAs submit an Implementation Plan and a Statement of Intent to the Commission and sets forth seven elements that Implementation Plans, and any subsequent changes to implementation plans, must contain.⁵ Section 394.25(e) also requires that "an electric

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⁴ Section 366.2 (a)(4).

⁵ Section 366.2(c)(3) requires that Implementation Plans and any subsequent changes to implementation plans must be considered and adopted at a duly noticed public hearing and must contain all the following: (A)An organizational structure of the program, its operations, and its funding.(B)Ratesetting and other costs to participants, (C)Provisions for disclosure and due process in setting rates and allocating costs among participants. (D)The methods for entering and terminating agreements with other entities. (E)The rights and responsibilities of program participants, including, but not limited to, consumer protection procedures, credit issues, and shutoff procedures. (F)Termination of the program. (G)A description of the third

service provider or community choice aggregator shall post a bond or demonstrate insurance sufficient to cover those reentry fees" in the event of an involuntary return of CCA customers back to bundled service.⁶

Timing and Deadlines

The Public Utilities Code establishes requirements that direct the Commission how and when to respond to Implementation Plan filings. Within 10 days of an Implementation Plan filing, the Commission must notify the respective electrical cooperation of the filing. Additionally, within 90 days of the filing of an Implementation Plan, the commission must "certify that it has received the plan" as well as provide the CCA with its findings regarding cost recovery.

Finally, the CCA "shall register with the Commission, which may require additional information to ensure compliance with basic consumer protection rules and other procedural matters." 9

Overview of CCA Resource Adequacy Requirements

As more CCAs launch, it is important to consider how a registration process interacts with a CCA's compliance with its Resource Adequacy requirements.

parties that will be supplying electricity under the program, including, but not limited to, information about financial, technical, and operational capabilities.

Within 90 days after the community choice aggregator establishing load aggregation files its implementation plan, the commission shall certify that it has received the implementation plan, including any additional information necessary to determine a cost-recovery mechanism. After certification of receipt of the implementation plan and any additional information requested, the commission shall then provide the community choice aggregator with its findings regarding any cost recovery that must be paid by customers of the community choice aggregator to prevent a shifting of costs as provided for in subdivisions (d), (e), and (f).

⁶ Regarding the bond requirement in Section 394.25(e), in 2007 the Commission established in Resolution E-4133 an interim bond amount of \$100,000. Currently the Commission is examining the permanent CCA bond calculation methodology in R.03-10-003.

⁷ Section 366.2(c)(7) states:

⁸ Section 366.2(c)(7).

⁹ Section 366.2(c)(15).

All Load-Serving Entities (LSEs) are subject to Resource Adequacy (RA) requirements pursuant to Section 380. Section 380(k) defines LSEs to include CCAs. Additionally, D.05-12-041 in Conclusion of Law 19 states that "The utilities will not procure power on behalf of CCA customers as part of their resource adequacy planning."

The Commission in D.04-10-035 adopted a protocol which required LSEs to submit load forecasts using their best estimates of future customers and their loads. The Commission established a preliminary load forecast submission timeline in D.05-10-042.¹⁰

There are two mandatory annual load forecast deadlines that an LSE must comply with in order to receive an annual RA obligation responsibility for the following year. First, an LSE must file a preliminary load forecast by mid-April for the following calendar year. An LSE then must file a revised forecast in August. The August forecast was intended to refine and improve the accuracy of April forecast. 13

The timeline of RA load forecast submissions has practical implications for newly forming CCAs and expanding CCAs. If an existing or pre-operational CCA does not submit an annual load forecast, they are not allocated a year-ahead RA obligation for the following year. In this scenario, the incumbent utility remains responsible for that load and procures RA for those customers, even if those

¹⁰ D.05-10-042, page 83.

¹¹ D.04-10-035 adopted a protocol whereby LSEs are required to submit load forecasts using their best estimates of future customers and their loads. D.05-10-042 at page 83 specified the preliminary load forecast submission timeline and set April 15 as the date for the submission of preliminary load forecasts. D.11-06-022 at page 38 modified the year-ahead forecast timeline to include optional revisions to be submitted by Aug. 19th of each year. D.17-06-027 ordered that the revised August forecast be mandatory.

¹² Although D.11-06-022 modified the year-ahead forecast timeline to include optional revisions to be submitted by Aug. 19th of each year, later D.17-06-027 (OP 7) ordered that the revised August forecast be mandatory. The exact date of the August deadline varies by year.

¹³ D.17-06-027, Finding of Fact 11.

customers are about to be served by a CCA. This scenario is most likely to occur if a CCA launches or expands service to customers (or additional customers in the case of an existing, yet expanding CCA) after the RA annual load forecast deadlines without filing an annual load forecast.

As a result, the utilities incur short-term power purchase costs for the customers of CCAs in their launch or expansion year. Utilities procuring for CCAs in their first launch or expansion year creates a cost shifting challenge. D.11-12-018 excluded power purchase transactions less than a year in term from the total portfolio calculation of the Power Charge Indifference Adjustment (PCIA). Consequently, Resource Adequacy contracts of over one year are captured by the PCIA, but Resource Adequacy contracts of less than one year are not captured by the PCIA. Therefore, such costs are borne by bundled customers, potentially resulting in millions of dollars annually of stranded costs and potentially in contravention of the indifference requirement of Section 366.2

Energy Division issued data requests to PG&E confirming the existence of stranded costs. Responses to these data requests were confidential because of the market-sensitive information they contain.

However, public information illustrates the scale of load migration happening in the year-ahead RA program. Existing and new CCAs that were not a part of the year ahead 2018 RA process but plan to serve load in 2018 would have been allocated a System Peak RA requirement of approximately 3,616 MW and a local RA requirement of approximately 1,793 MW. These year-ahead RA requirements were met by the utilities that currently serve these customers. Some of these costs are recovered by the PCIA, however, any contracts less than one year are not captured by the PCIA and are borne by remaining bundled customers. Due to the confidentiality of utility's market position, the proportion of those contracts that are less than one year cannot be disclosed publicly.

In addition, if the California Independent System Operator (CAISO) procures back-stop capacity through its capacity procurement mechanism (CPM), it appears based on the CAISO's tariff language these costs will be allocated only to those LSEs that exist at the time of the designation (annual designations would

occur in December, before the compliance year). It is not yet clear if the PCIA addresses this potential cost-shifting issue.

DISCUSSION

D.05-12-041 ordered the Executive Director to develop and publish two distinct processes in Ordering Paragraphs (OP) 8 and 10 of that Decision.

D.05-12-041 Ordering Paragraph 8 Implementation

Ordering Paragraph 8 requires the Executive Director to develop and publish the steps of an informal process of review that provides a forum for the CCA and the utility to understand the CCA's Implementation Plans and assures that the CCA is able to comply with the utility's tariffs.

The goal of this "forum" is to "facilitate the smoother operation of the CCA where its policies, practices, and decisions may affect the utility and its customers." The operation and launch of a CCA program inherently requires logistical coordination between the utility and the CCA, and many CCA-utility partnerships must engage in these kinds of information-sharing discussions to facilitate smooth transitions to CCA service.

In order to comply with the directive of Ordering Paragraph 8, at the request of either the CCA or the utility, the parties must "meet and confer" as soon as reasonably practical. If the first attempts at resolution are not successful, the parties are required to meet in person. Should the parties be unable to reach consensus after the in-person meeting(s), either party may request that Energy Division assist by sponsoring a moderated in-person discussion between the parties. Such a request should come in the form of a request to the Director of Energy Division explaining the general nature of any unresolved issues regarding CCA compliance with utility tariffs. During the "meet and confer" parties shall discuss the contents of the CCA's Implementation Plan and any relevant issues with compliance with utility tariffs.

¹⁴ OP 8, D.05-12-041.

D.05-12-041 Ordering Paragraph 10 Implementation

Ordering Paragraph 10 of D.05-12-041 requires the Executive Director to prepare and publish instructions for CCAs and utilities that includes a timeline and describes the procedures for submitting and certifying receipt of the Implementation Plan, notice to customers, notice to CCAs of the appropriate Cost Responsibility Surcharges (CRS), and registration of CCAs.

Adopted Timeline

Appendices A and B of this Resolution include a timeline of the CCA registration process, including the timeline adopted by this Resolution.

The Prior Timeline in Appendix B reflects the current practice of CCA registration. The statutory deadlines in the Prior Timeline were established in Section 366.2. However, several milestones in the Registration process did not have deadlines defined by statute. These milestones are represented as "undefined" in the Prior Timeline. D.12-05.041 included an illustrative registration timeline based on statutory deadlines associated with CCA Implementation.¹⁵

The Adopted Timeline modifies the Prior Timeline and the Illustrative Timeline (proposed in D.05-12-041 Attachment D) in several respects. First, the Adopted Timeline includes a deadline by which Implementation Plans must be received in order for CCAs to serve new load beginning January 1 of the following year. The goal of this requirement is to assist the proposed CCA in securing the certification and registration within enough time to file its preliminary load forecast by mid-April in order to serve load the following calendar year.

Second, the Adopted Timeline includes the Meet-and-Confer option for the CCA and the utility to discuss how the CCA will conform its operations to the utility's tariff requirements. Third, the Adopted Timeline includes the deadlines for submission of CCA RA load forecasts in the year prior to a CCA beginning to

¹⁵ D.05-12-041, Attachment D.

serve load. Fourth, the Adopted Timeline includes a deadline by which the CCA must submit its Registration Packet and receive confirmation of registration.

In order to coordinate the launch of a new or expanding CCA with the RA requirements, the Implementation Plan and Statement of Intent must be submitted to the Commission on or before January 1 in order to serve load in the following year. ¹⁶

This requirement is authorized by Section 366.2(c)(4), which requires a CCA to "provide for universal access, reliability, equitable treatment of all classes of customers, and any requirements established by state law or by the commission concerning aggregated service." Additionally, Load-Serving Entities, including CCAs, must comply with RA requirements pursuant to Section 380(a). Current RA rules require all LSEs to file an annual load forecast if they plan to serve load in the following year. Additionally, Section 366.2(c)(8) also supports this action and compels the Commission to "designate the earliest possible effective date for implementation of a community choice aggregation program, taking into consideration the impact on any annual procurement plan of the electrical corporation that has been approved by the commission."

Thus, in order to comply with the year-ahead RA process, Implementation Plans, including Implementation Plans of an existing CCA that expands its territory, must be received by January 1 in order to serve load in the following year.

CCAs Forming in Small and Multi-Jurisdictional Utility Territories
Should a CCA form in a Small and Multi-Jurisdictional Utility (SMJU) territory, various procedural, cost-shifting, and other potential issues will be presented. Those issues are not being addressed in this Resolution, but the Commission expects to address these issues in an as yet determined forum.

Procedural Components for CCA Implementation Plans

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¹⁶ For example, a new or expanding CCA intending to serve new load in 2019 must submit its Implementation Plan on or before January 1, 2018.

¹⁷ Section 366.2(c)(4), emphasis added.

Procedure for Submission and Certification of Receipt

This Resolution adopts a new deadline for submission of Implementation Plans. Implementation Plans will be submitted to the Director of the Energy Division both via email and a hard copy by January 1 in order to serve load in the following year. Within 90 days of receiving an Implementation Plan, the Energy Division will certify that the plan has been received in a letter to the CCA. This letter also will be copied via email to the incumbent utility.

Notice to Customers

This Resolution adopts no changes for Notice to Customers._Implementation Plans shall include the timing of notices sent to utility customers who will be transitioned to CCA service.

Notice to Customers of the Appropriate Cost Responsibility Surcharge (CRS) This Resolution adopts no changes for Notice to Customers of the Appropriate CRS. The current Cost Responsibility Surcharge (CRS) has three major components: the Department of Water Resources (DWR) Bond Charge, the Competitive Transition Charge, and the Power Charge Indifference Adjustment (PCIA).

CCAs shall include in their Implementation Plans how they will notify customers of the applicable CRS. The PCIA methodology is currently under consideration in R.17-06-026.

Registration of CCAs

This Resolution adopts two new deadlines for CCA registration. First, this Resolution requires that a CCA submit its registration packet to the CPUC within 90 days of filing its Implementation Plan. Second, this Resolution requires that if the Registration Packet is complete, the CPUC will confirm the CCA's registration within 120 days of the CCA filings its Implementation Plan.

In order to register, a CCA must submit a registration packet including a signed service agreement with the utility and a bond pursuant to Section 394.25 (e). The interim bond amount was set to \$100,000 in Resolution E-4133 (2007) and the amount of the bond is currently under consideration in R.03-10-003.

Once a bond has been submitted, Energy Division will issue a registration letter confirming completion of all registration requirements. After a potential or expanding CCA has fulfilled the above requirements, it may initiate service to its new customers no earlier than the service date authorized by this Resolution.

COMMENTS

Public Utilities Code section 311(g)(1) provides that this resolution must be served on all parties and subject to at least 30 days public review and comment prior to a vote of the Commission. The draft Resolution was mailed for Comments on December 8, 2017, and will be placed on the Commissioner's agenda for the January 11, 2017 Commission meeting.

FINDINGS AND CONCLUSIONS

- 1. Ordering Paragraph 8 of D.05-12-041 requires that the Executive Director develop and publish the steps of an informal process of review that provides a forum for the CCA and the utility to understand the CCA's implementation plans and assures the CCA is able to comply with utility tariffs.
- 2. Ordering Paragraph 8 of D.05-12-041 requires that the forum be mandatory at the request of either the utility or the CCA and where the request is presented in writing with a recitation of disputed items or areas of concern. The process shall implicate no approvals, either formal or informal, from the Commission. Utility tariffs shall describe the meet and confer process for resolving disputes over operational issues prior to initiation of services.
- 3. The Commission should develop and publish the steps of an informal process of review that provides a forum for CCAs and utilities as directed in Ordering Paragraph 8 of D.05-12-041.
- 4. Ordering Paragraph 10 of D.05-12-041 requires the Executive Director to prepare and publish instructions for CCAs and utilities that includes a timeline and describes the procedures for submitting and certifying receipt of the Implementation Plan, notice to customers, notice to CCAs of the appropriate

- 5. The Commission should prepare and publish instructions for CCAs and utilities that includes a timeline and describes the procedures for submitting and certifying receipt of the Implementation Plan, notice to customers, notice to CCAs of the appropriate Cost Responsibility Surcharge (CRS), and registration of CCAs. Cost Responsibility Surcharge (CRS), and registration of CCAs.
- 6. CCAs must comply with the Resource Adequacy requirements as set forth in Public Utilities Code Section 380 before beginning service.

THEREFORE IT IS ORDERED THAT:

- 1. Within 14 days of the effective date of this Resolution, Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego Gas and Electric Company (SDG&E), shall update their tariffs and submit Tier 2 Advice Letters with the adopted timeline and procedures listed in Appendix A.
- 2. Prospective or expanding Community Choice Aggregators who have not yet submitted an Implementation Plan as of December 8, 2017 shall file their Implementation Plans pursuant to the adopted timeline and procedures listed in Appendices A and B. This Resolution is not retroactive.
- Commission staff will process Implementation Plans pursuant to the adopted timeline and procedures listed in Appendices A and B.
- 4. Prospective or expanding Community Choice Aggregators that have not yet submitted Implementation Plans to the Commission shall fulfill the Resource Adequacy portion of Appendices A and B prior to initiating service to customers.
- 5. The Commission will revisit this process, if necessary, depending on the outcome of R.03-10-003 or successor proceedings.

This Resolution is effective today.

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on January 11, 2018; the following Commissioners voting favorably thereon:

TIMOTHY SULLIVAN Executive Director

Appendix A: Adopted CCA Registration Timeline and Procedures

Date	Action
Day 1, Year 1 (On or before January 1 Year 1) ¹⁸	(1) The prospective or expanding CCA submits its Implementation Plan to Energy Division and serves it on the R.03-10-003 Service List, on the R.16-02-007 Service List, and on the R.17-09-020 Service List, or successor proceedings.
Day 1 - 10, Year 1	(1) The CPUC notifies the Utility servicing the customers that are proposed for aggregation that an implementation plan initiating their CCA program has been filed.
Day 1 - 60, Year 1	(1) The CCA provides a draft customer notice to CPUC's Public advisor.
	(2) Within 15 days of receipt of the draft notice, the Public Advisor shall finalize that notice and send it to the CCA.
DAY 1 - 90, Year 1	(1) The CPUC sends a letter confirming that it has received the Implementation Plan and certifying that the CCA has satisfied the requirements of an Implementation Plan pursuant to Section 366.2(c) (3). This letter informs the CCA about the cost recovery mechanism as required by P.U. Code Section 366.2(c)(7).
	If and when the CPUC requests additional information from a CCA, the CCA shall respond to CPUC staff within 10 days, or notify the staff of a date when the information will be available.
	(2) The CPUC provides the CCA with its findings regarding any cost recovery that must be paid by customers of the CCA in order to prevent cost shifting. (P.U. Code Section 366.2 (c) (7).)
	(3) The CCA and the Utility should Meet-and-Confer regarding the CCA's ability to conform its operations to the Utility's tariff requirements.

 $^{^{18}}$ For Plans to be submitted in 2018 to serve load in 2019, this deadline is extended to February 1, 2018.

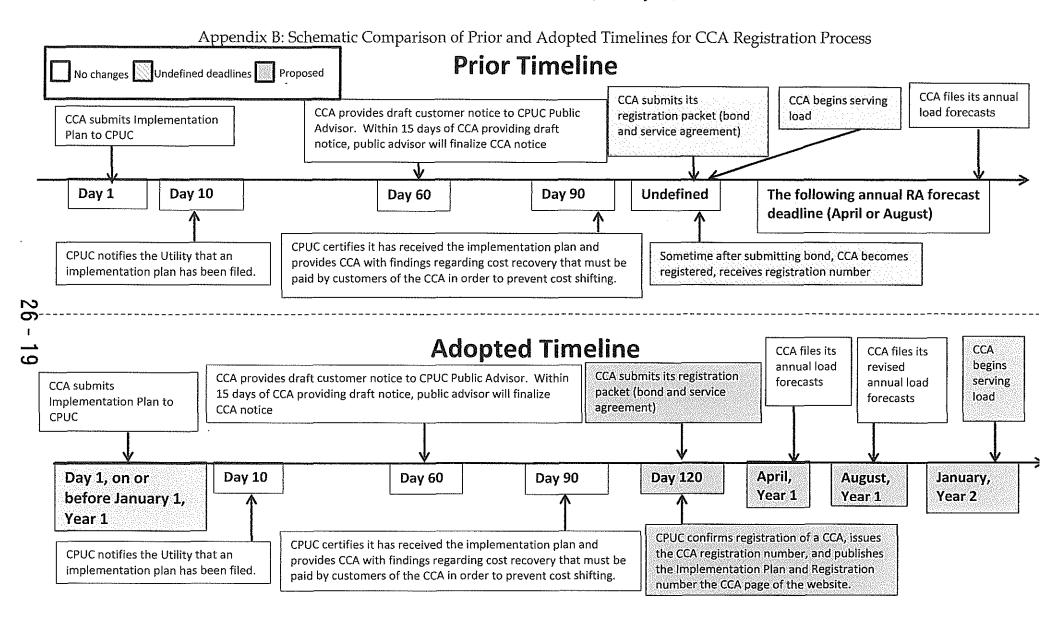
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DAY 1 - 90, Year 1	(1) The CCA submits its registration packet to the CPUC,
	including:
	a. Signed service agreement with the utility, and
	b. CCA interim bond of \$100,000 or as determined in R.03-
	10-003
Day 90 – 120, Year 1	(1) If the registration packet is complete, the CPUC confirms
	Registration as a CCA.
April, Year 1	(1) The CCA submits its year ahead Resource Adequacy
	forecast (P.U. Code Section 380)
August, Year 1	(1) The CCA submits its updated year-ahead RA forecast
October Year 1 (75 days	(1) CCAs submit their Monthly load migration forecast for the
before service	Resource Adequacy program, filed about 75 days prior to
commences)	the compliance month.
Within 60 days of the	(1) The CCA shall send its first notice to the prospective
CCA's Commencement	customers describing the terms and conditions of the
of Customer Automatic	services being offered and the customer's opt-out
Enrollment	opportunity prior to commencing its automatic enrollment.
	(P.U. Code Section 366.2 (c) (13) (A))
Within 30 days of the	(1) The CCA shall send a second notice to the prospective
CCA's Commencement	customers describing the terms and conditions of the
of Customer Automatic	services being offered and the customer's opt-out
Enrollment	opportunity prior to commencing its automatic enrollment.
	(P.U. Code Section 366.2 (c) (13) (A))
	(2) Once notified of a CCA program, the Utility shall transfer
	all applicable accounts to the new supplier within a 30-day
	period from the date of the close of their normally
	scheduled monthly metering and billing process. (P.U.
T	Code Section 366.2 (c) (16))
January 1, Year 2	(1) CCA begins service.
Following the CCA's	(1) The CCA shall inform participating customers for no less
Automatic Customer	than two consecutive billing cycles that:
Enrollment	They have been enterestically appelled into the CCA
	a. They have been automatically enrolled into the CCA
	program and that each customer has the right to opt out of
	the CCA program without penalty. (P.U. Code Section
	366.2 (c) (13)(A)(i).)
	b. Terms and conditions of the services being offered.
	(P.U. Code Section 366.2 (c) (13)(A)(ii).)
	(1.0. Code Section 300.2 (c) (13)(A)(11).)
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January 11, 2018



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City of South Pasadena Agenda Report

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: December 20, 2017

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Paul Toor, Public Works Directory

Kristine Courdy, Public Works Operations Manager

SUBJECT: Approval of a Revised Scope of Work with LandCare for

Landscape Maintenance Services Contract

Recommendation

It is recommended that the City Council receive and file the revised Scope of Work with LandCare for the Landscape Maintenance Services Contract.

Fiscal Impact

On November 15, 2017, the City Council approved award of the landscape maintenance services contract to LandCare and directed staff to explore Scope of Work revisions to lower the contract cost. The contract approved by the City Council included unit prices for a scope of work that covers the optimum level of services at the City of South Pasadena (City) parks and facilities. The approved contract amount is a not-to-exceed amount of \$393,000 and City reserves the right to add or delete services as set forth within the contract.

As directed by the City Council, staff revisited the Scope of Work to see if some of the services included in the contract can be performed by in-house staff or through a supplemental contract on an as-needed basis. Staff has adjusted the contract to a minimum level of services provided without compromising the quality of service. The reduced contract amount based upon the revised Scope of Work will be in the amount of \$305,137.74.

The deleted services from the Scope of Work will be performed by in-house staff, supplemental labor work force, and/or other separate contracts on an as-needed basis. It is estimated that a sum of \$10,000 to \$15,000 will be required through supplemental contract work in addition to the work load absorbed by in-house staff. The anticipated net reduction in the contract amount will be approximately \$73,000 of which approximately \$53,000 will be attributed to the General Fund. The Fiscal Year 2017-18 Budget impacts will be evaluated during the mid-year budget review. It is a general practice to enter into maintenance contracts for a not-to-exceed amount including optimum level of services to minimize the supplemental amendments to the contract.

Revised Scope of Work with LandCare for Landscape Maintenance Services Contract December 20, 2017
Page 2 of 3

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The parks and recreational facilities with the City are valued and highly regarded by South Pasadena residents. Community parks provide open space and place to go for active recreation and passive enjoyment of the outdoors. Currently, there are 92.2 acres of parks within the City. The majority of the acreage is located in the Arroyo Seco Park and the other major parks within the South Pasadena boundaries are: Garfield Park, Eddie Park, Library Park, Orange Grove Park, War Memorial Park, the Nature Park, and the Dog Park.

In September 2017, the City received four proposals from contractors to provide landscape maintenance services for the City. After reviewing the proposals, it was determined that LandCare's proposal is just and reasonable meeting the proposed level of service and use of all green emission free equipment. On November 15, 2017, the City Council approved awarding the landscape maintenance services contract to LandCare and directed the Public Works Director to identify scope of work revisions in the contract.

Analysis

The contract approved by City Council included unit prices for a scope of work that covers the optimum level of services at the City parks and facilities. The contract includes language that the City reserves the right to add or remove services within the contract. At the direction of the City Council, staff met with LandCare to discuss the Scope of Services within the City. Staff used the following criteria to assess items that can be removed:

- Routine or frequent tasks were not removed from the scope of work.
- Only minor adjustments were made to the scope of work for heavily utilized parks such as Garfield Park, Orange Grove Park, and Arroyo Park.
- The maintenance frequency was reduced for smaller parks and City facilities such as the Demonstration Garden, Pocket Parks, etc.
- Nonroutine and infrequent tasks that could be performed by in-house staff or by supplemental contract were removed. These services will be provided through outside contracts on an as-needed basis.
- The maintenance schedule for non-athletic field turf was re-evaluated.

Based on the above criteria, the following scope of work areas were identified which can be reduced or eliminated:

- <u>Tree Skirting</u>: Tree skirting will be removed from the scope of work and this will be done on an as-needed basis by in-house City staff or under a supplemental contract.
- Spreading of Mulch at Parks: Spreading mulch at the parks will be removed from the scope
 of work and this will be done on an as-needed basis by in-house City staff or under a
 supplemental contract.

Revised Scope of Work with LandCare for Landscape Maintenance Services Contract December 20, 2017
Page 3 of 3

- Via Del Rey Pocket Parks: The maintenance frequency of these parks will be reduced from weekly to every other week.
- Reducing the frequency of mowing at Eddie Park, War Memorial Park, Library Park, and the <u>Demonstration Garden</u>: The mowing schedule at these facilities will be reduced from weekly to every other week in the winter and weekly in the summer.
- Nature Park: Items such as spreading mulch, filling low areas of decomposed granite, tree skirting, inspecting the quick coupling, weed abatement, and poison oak control will be removed from the scope of work and done on an as-needed basis by in-house City staff or under a supplemental contract.
- San Pascual House: The scope of work is being reduced to only mow and edge this facility every other week.
- South Pasadena Sign Hillside and Sign Trail: All maintenance is being removed from this area except for emptying the trash can on Arroyo Drive twice a week. Work will be done on an as-needed basis by in-house City staff or under a supplemental contract.
- Arroyo Seco Racquet Club and Stoney Drive Easement: All maintenance is being removed from this area. Once the Arroyo Seco Pedestrian and Bicycle Trail construction and Contractor's 90-day maintenance period is complete staff will develop a scope of work for maintenance of this area and proposed as an amendment to the contract.
- <u>Water Facilities</u>: The scope of work is being reduced from weekly to every other week. Supplemental work will be provided by in-house City staff or under a supplemental contract on an as needed basis.

Although these items are being removed from LandCare's contract, supplemental contracts may be required to perform these services on an as-needed basis. Staff anticipates that approximately \$10,000 to \$15,000 in supplemental contracts maybe required annually to maintain optimum service levels at City parks and facilities. It may be noted that there will also be additional maintenance costs if new parks and facilities are constructed that need to be added to the landscape maintenance services contract.

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: Revised Landscape Maintenance Services Scope of Work

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Revised Landscape Maintenance Services Scope of Work

Notes: Any italicized items in the Scope of Work are being revised or removed.

EDDIE PARK:

Contractor	Frequency
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	Weekly Weekly in Summer & 1x/2wks Winter
Sweep/blow all concrete areas, picnic area, steps, recreational area and sidewalks around the parkway and cleaning up leaves, litter and debris	Weekly
Detailing shrubs and flower beds	Weekly
Picking up and emptying trash M-W-F-Sun	4 days/wk.
Weed control throughout the Park	Weekly
Preventative maintenance (PM) irrigation: maintain and repair	Weekly
Field maintenance plan (per Table I)	Per Table I
Cultivating and/or mulching planter beds	Monthly
Skirting trees (tree clearance should be checked monthly and corrected if needed)	Monthly Supplemental
Trimming shrubs	Weekly
Power wash picnic area and tables	4x's/yr Supplemental
Filling dog waste stations	Weekly
Dress up engineered wood fiber (EWF) in the play areas	Weekly

GARFIELD PARK:

Contractor	Frequency
Item	
Mowing with rotary mower: recreational area, lawn, and parkway (once a week, except for twice a week during the warm season)	Weekly
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	Weekly
Sweep/blow all concrete areas gazebo picnic area, steps, recreational area and sidewalks around the parkway and cleaning up leaves, litter and debris	Weekly
Blowing leaves, weeding and cleanup of tennis courts	Weekly
Power washing tennis courts	Monthly
Power washing gazebo and picnic area	Weekly
Power wash inside and outside of park restroom	Monthly
Power wash playground rubber surface	Monthly
Picking up and emptying all trash cans seven days per week	7 days/wk.
Unlock the park restrooms (Saturday, Sunday & holiday's before 7:00 am)	Weekly
Additional afternoon trash pickup of gazebo trash cans on Saturday, Sunday & holiday's	Weekly
Weed abatement and pre-emergent	2x's/yr.
Weed control throughout the Park	Weekly
PM irrigation: maintain and repair	Weekly
Field maintenance plan (per Table I)	Per Table I
Rose maintenance including fertilization and pruning	4x's/yr.
Clean BBQ pits	Weekly

Spreading mulch	2x/s/yr. Supplemental
Re-planting	1x/yr.
Detailing shrubs and flower beds	Weekly
Clearing turf around valve boxes	Weekly
Rototill sand area equipment	Monthly
Rake, grade and clean sand play area including setting sand under slide	Weekly
Filling dog waste stations	Weekly
Skirting trees (tree clearance should be checked monthly and corrected if needed)	Monthly Supplemental

HERITAGE PARK (including Meridian Ave. median between Mission St. and El Centro St.):

Contractor	
Item	Frequency
Blowing and cleaning up leaves and debris including the concrete areas, plaza, median and sidewalk and cleaning up leaves, litter and debris	Weekly
Picking up and emptying trash M-W-F	3 days/wk.
Spreading mulch	2x's/yr. Supplemental
Skirting trees (tree clearance should be checked monthly and corrected if needed)	Menthly Supplemental
Detailing shrubs and flower beds	Weekly
PM irrigation: maintain and repair	Weekly
Mow and edge parkway turf	1x/2 wks.

LIBRARY PARK:

Contractor Item	Frequency
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	Weekly Weekly in Summer & 1x/2 wks Winter
Sweep/blow all concrete areas, steps, and sidewalks around the parkway and cleaning up leaves, litter and debris	Weekly
Rose maintenance including fertilization and pruning	4x's/yr.
Picking up and emptying trash M-W-Th-F	4 days/wk.
Weed control throughout the Park	Weekly
Field maintenance plan (per Table I)	Per Table I
PM irrigation: maintain and repair	Weekly
Detailing shrubs and flowering plants	Monthly
Spread mulch	2х'є/уг. Supplemental
Re-planting	2x's/wk.
Manual Water Containers on Senior Center Patio & Plants outside of the Community Room	Weekly In-House Staff
Skirting trees (tree clearance should be checked monthly and corrected if needed)	Menthly Supplemental

WAR MEMORIAL PARK:

Contractor	Frequency
Item	
Mowing with rotary mower: including lawn area and parkway	-Weekly Weekly in Summer & 1x/2 wks Winter
Edging, trimming all areas	-Weekly Weekly in Summer & 1x/2 wks Winter

Sweep/blow all concrete areas, steps, and sidewalks around the parkway and cleaning up leaves, litter and debris	Weekly
Sweep/blow Oaklawn Bridge	Monthly
Weed control throughout the Park	Weekly
Field maintenance plan (per Table I)	Per Table I
PM irrigation: maintain and repair	Weekly
Detailing shrubs and flowering plants	As needed
Spread mulch	2х'ь/уг. Supplemental
Clean Swale	Monthly
Skirting trees (tree clearance should be checked monthly and corrected if needed)	Monthly Supplemental

ORANGE GROVE PARK AND SERVICE FACILITY:

Contractor	Evaguanav
Item	Frequency
Mowing with rotary mower: recreational area, lawn, sports field, and parkway (once a week, except for twice a week during the warm season)	Weekly
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	Weekly
Sweep/blow all concrete areas gazebo picnic area, steps, bleachers, dugouts, and sidewalks around the parkway and cleaning up leaves, litter and debris	Weekly
Blowing leaves, weeding and cleanup of tennis courts	Weekly
Power washing tennis courts	Monthly
Power washing gazebo and picnic area	Weekly
Power wash inside and outside of park restroom	Monthly
Power wash playground rubber surface	Monthly

Picking up and emptying all trash cans seven days per week	7 days/wk.
Unlock the park restrooms (Saturday, Sunday & holiday's before 7:00 am)	Weekly
Additional afternoon trash pickup of gazebo trash cans on Saturday, Sunday & holiday's	Weekly
PM irrigation: maintain and repair	Weekly
Field maintenance plan (per Table IV)	Per Table IV
Detailing shrubs and flower beds	Weekly
Rototill sand area equipment	Monthly
Rake, grade and clean sand play area including setting sand under slide	Weekly
Filling dog waste stations	Weekly
Skirting trees (tree clearance should be checked monthly and corrected if needed)	Menthly Supplemental

ARROYO PARK AND SPORTS FIELDS:

Contractor	Eroguanav
Item	Frequency
Mowing with rotary mower: recreational area, lawn, sports field, and parkway (once a week, except for twice a week during the warm season)	Weekly
Edging, trimming all areas after mowing (once a week, except for twice a week during the warm season)	Weekly
Sweep/blow all concrete areas gazebo picnic area, steps, bleachers, dugouts, and sidewalks around the parkway and cleaning up leaves, litter and debris	Weekly
Power washing gazebo and picnic area	Weekly
Power wash inside and outside of park restroom	Monthly
Picking up and emptying all trash cans seven days per week	7 days/wk.
Unlock the park restrooms (Saturday, Sunday & holiday's before 7:00 am)	Weekly

Additional afternoon trash pickup of gazebo trash cans on Saturday, Sunday and holiday's	Weekly
PM irrigation: maintain and repair	Weekly
Field maintenance plan (per Tables II and III)	Per Tables II & III
Spreading mulch	2x's/yr. Supplemental
Re-planting	1x/yr.
Detailing shrubs and flower beds	Weekly
Dress up EWF in the play areas	Weekly
Filling dog waste stations	Weekly
Maintain 10 foot weed and shrub clearance from the fence around the ball fields	Monthly
Skirting trees (tree clearance should be checked monthly and corrected if needed)	Menthly Supplemental

ARROYO SECO WOODLAND AND WILDLIFE PARK:

Contractor	
Item	Frequency
Weed and poison oak abatement/control	1x/yr. In-house Staff
Fill low areas on the horse trail with decomposed granite (DG)	1х/уг . Supplemental
Litter removal	Weekly
Inspect quick coupling spigots for leaks and repair	Monthly In-house Staff
Remove piles of weeds and plant removal	Monthly In-house Staff
Spread mulch on walkways	4ж's/угSupplemental
Tree skirting and trimming bush branches that interfere with walkways	4x's/yr. Supplemental

DOG PARK, SKATE PARK AND PARKING LOT:

Contractor	Fraguenav
ltem	Frequency
Trash pick-up at both parks and the parking lot on M-W-F (including picking up dog waste within the Dog Park)	3x's/wk.
Blow EWF back into the planters	Weekly
Weed control	Weekly
Fill dog waste stations	Weekly
Fill in low areas of DG (including the walkway in front of the park)	Weekly
Clearing out the trash beneath the skate park ramps	Weekly
Sweep/blow and remove debris, leaves and litter from the Parks, walkway surrounding the Parks and the Parking Lot	Weekly
Skirting trees (tree clearance should be checked monthly and corrected if needed)	Menthly Supplemental

DEMONSTRATION GARDEN:

. Contractor	Erocuonou	
Item	Frequency	
Mowing with rotary mower	Weekly Weekly in Summer & 1x/2 wks Winter	
Edging, trimming all areas	Weekly Weekly in Summer & 1x/2 wks Winter	
Blowing and cleaning up leaves, litter and debris	Weekly	
Picking up and emptying trash T-Th	2 dàys/wk.	
Spreading mulch	2x/s/yr-In-house Staff	
Weed abatement/control	Monthly	
Fill dog waste station	Monthly	
Detailing shrubs and flower beds	Weekly	
PM irrigation: maintain and repair	Weekly	

VIA DEL REY POCKET PARKS (NORTH AND SOUTH):

Contractor Item	
	Frequency
Mowing with rotary mower	-Weekly 1x/2wks
Edging, trimming all areas	₩eekly 1x/2wks
Blowing and cleaning up leaves, litter and debris	-Weekly 1x/2wks
Picking up and emptying trash T-Th	2 days/wk.
Spreading mulch	2х's/уг. Supplemental
Weed abatement/control	Monthly
Skirting trees (tree clearance should be checked monthly and corrected if needed)	Menthly Supplemental
Detailing shrubs and flower beds	Weekly 1x/2wks
PM irrigation: maintain and repair	₩eekly 1x/2wks

SAN PASCUAL PARK:

Contractor	Evanuarau
ltem	Frequency
Litter removal	Monthly
Weed abatement	Monthly

SNAKE TRAIL:

Contractor	Evenuency
ltem	Frequency
Sweep/blow all concrete/asphalt areas cleaning up leaves, litter and debris	Monthly
Litter removal	Monthly

Trim the shrubs adjacent to the trail to maintain clearance	Monthly
Weed abatement/control	Monthly

STONEY DRIVE AND ARROYO DRIVE TRAILS:

Contractor	Frequency
Item	
Weed Abatement/control	4x's/yr.
Spread mulch along the whole trail	4x's/yr.
Litter removal	4x's/yr.
A 6-foot wide minimum walkway shall be maintained. Any bushes or trees conflicting with the walkway shall be removed.	4x's/yr.
Tree skirting (tree clearance should be checked quarterly and corrected if needed)	4x's/yr.

CIVIC CENTER AND PARKING LOTS:

Contractor	Evenue
ltem	Frequency
Trimming all ivy and shrubs	Monthly
Courtyard maintenance including: manual watering, weed control, plant detailing and trash removal	Monthly
Empty trash cans M-T-W-Th-F	5x's∕wk. Janitorial Contract
Sweep/blow and remove debris, leaves and litter from sidewalks and approaches around the Civic Center and Parking Lots	Weekly
Detailing plants in the planter	Weekly
Skirting trees (tree clearance should be checked monthly and corrected if needed) and tree well weeding	Monthly Supplemental
PM irrigation: maintain and repair	Weekly

SAN PASCUAL HOUSE:

Contractor	Eroguanov
ltem	Frequency
Mowing with rotary mower: including lawn area and parkway	1x/2 wks.
Edging, trimming all areas	1x/2 wks.
Sweep/blow all hard surfaces, driveway, steps, and sidewalks cleaning up leaves, litter and debris	
Detail planters and shrubs	1x/2-wks. Removed
Spreading mulch	1x/yr. Removed
Skirting trees (tree clearance should be checked monthly and corrected if needed) and tree well weeding	Monthly Removed
PM irrigation: maintain and repair	1x/2wks. Removed

MEDIANS AND EASEMENTS (except Arroyo Seco Racquet Club, Stoney Drive Easement and South Pasadena Sign Hillside):

Contractor	Evaguanou
Item	Frequency
Mowing with rotary mower	1x/2 wks.
Edging, trimming all areas	1x/2 wks.
Blowing and cleaning up leaves, litter and debris	Weekly
Detailing shrubs and flowering planters	Weekly
Sidewalk cleaning and trash removal	Weekly
Pest Control	4x's/yr.
Weed Control	Weekly
PM irrigation: maintain and repair	Weekly

Deep root tree fertilization	and the second	1x/yr.
Rose maintenance including fertilization and pruning		4x's/yr.
Spreading mulch		4x's/yr.
Re-planting		1x/yr.

SOUTH PASADENA SIGN HILLSIDE & SIGN TRAIL:

Contractor	
	Frequency
Detailing ground cover	- Weekly Supplemental
Blowing and cleaning up leaves, litter and debris	Weekly Supplemental
Picking up and emptying trash cans T-Th	2 days/wk.
Spreading mulch	2x's/уғ. Supplemental
Weed abatement/control	-Weekly Supplemental
Tree skirting and trimming bush branches that interfere with walkways	Monthly Supplemental
PM irrigation: maintain and repair	₩eekly Supplemental

ARROYO SECO RACQUET CLUB & STONEY DR. EASEMENT

Contractor	Frequency
Item	
Blowing and cleaning up leaves, litter and debris	Menthly Removed
Weed abatement/control	Monthly Removed

WATER FACILITIES:

Contractor Item	Frequency
Grand Reservoir	₩eekly 1x/2 wks.
Westside Reservoir	₩ oekly 1x/2 wks.
Westside Reservoir Weed Abatement and Clearance for the entire property (May)	1/yr. Supplemental
Kolle Pump House	₩ oekly 1x/2 wks.
Bilicke Tank	₩eekly 1x/2 wks.
Raymond Tank	Weekly 1x/2 wks.
Wilson Reservoir	₩eekly 1x/2 wks.
Wilson Well 2	₩eekly 1x/2 wks.
Graves Reservoir	₩ eekly 1x/2 wks.

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