CITY OF SOUTH PASADENA
CITY COUNCIL CLOSED SESSION
REGULAR MEETING AGENDA

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

Wednesday, May 16, 2018, 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 Richard D. Schneider, M.D.

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

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. Initiation of Litigation

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

Number of Cases: 1

B. Anticipated Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Pursuant to Government Code Section 54956.9(d)(2):

Number of Anticipated Cases: 2

C. Conference with Real Property Negotiators

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

Property:	Temporary Lease of 700 a/f of City 2017/2018 water rights
Agency Negotiators:	City Manager Stephanie DeWolfe
Negotiating Party:	Valley County Water District City of Arcadia
Under Negotiation:	Price and Terms

D. Conference with Real Property Negotiators

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; and 5716-021-904)
Agency Negotiators:	City Manager Stephanie DeWolfe; City Attorney Teresa L. Highsmith
Negotiating Party:	San Pascual Stables, LLC
Under Negotiation:	Lease Agreement, Terms

E. Conference with Real Property Negotiators

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

Properties:	307 San Pascual Avenue, South Pasadena, CA 91030 (APN Nos. 5716-021-005, 5716-021-005 & 5716-022-039)
Agency Negotiators:	City Manager Stephanie DeWolfe; City Attorney Teresa L. Highsmith
Negotiating Party:	Melinda Blue
Under Negotiation:	Price and Terms

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.

5/11/2018 Natalie Haworth
Date Natalie Haworth, CMC

CITY OF SOUTH PASADENA
CITY COUNCIL REGULAR MEETING AGENDA

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

Wednesday, May 16, 2018, 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 Richard D. Schneider, M.D.

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

INVOCATION: Councilmember Cacciotti
**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: Outgoing Youth Commissioners

1. CLOSED SESSION ANNOUNCEMENTS: A Closed Session Agenda has been posted separately

PRESENTATIONS

2. Presentation of Certificates of Appreciation to Outgoing Youth Commissioners Sofie Dreskin, Dawson Galluzzi, Will Hoadley-Brill, and Luke Quezada for service on the South Pasadena Youth Commission

3. Presentation of a Proclamation Declaring May 20-26, 2018 as "Public Works Week" in the City of South Pasadena

COMMISSION APPOINTMENTS

4. Commission Appointments

Recommendation

1. Appoint Deborah Howell-Ardila to the Cultural Heritage Commission for a partial term ending November 16, 2018.
2. Appoint Luther Luedtke to the Library Board of Trustees for a partial term ending December 31, 2018

COMMUNICATIONS

5. 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.

6. City Manager Communications

7. 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

8. Minutes of the City Council Meeting of May 2, 2018

Recommendation
Approve the minutes of the May 2, 2018 City Council Meeting.

9. Prepaid Warrants, General City Warrants, and Payroll

Recommendation
Approve the City of South Pasadena Prepaid Warrants Nos. 202690 through 202733 in the amount of $146,931.86; General City Warrants Nos. 202734 through 202884 in the amount of $640,634.09; Payroll dated May 4, 2018, in the amount of $593,353.31.

10. Withdrawal of Discretionary Fund Appropriation from Councilmember Joe for the Ray Bradbury Mural at the South Pasadena Public Library

Recommendation
Approve a request by Councilmember Joe to withdraw his discretionary fund appropriation in the amount of $500, originally approved for the Ray Bradbury Mural at the South Pasadena Public Library.

11. Second Reading and Adoption of an Ordinance Amending South Pasadena Municipal Code Chapter 17 (Health and Sanitation) Article V (Smoking-Prohibited), Sections 17.52 (Definitions), 17.53 (Application to City-Owned Vehicles, Buildings and Facilities), 17.54 (Prohibition of Smoking in Public Parks), 17.56 (Prohibition of Smoking in Public Places), 17.57 (Reasonable Distance Required), 17.58-1 (Purchaser Identification), and Adding a New Section 17.56-1 (Smoking Prohibited on Public Sidewalks) and Amending Sections 17.80 (Purpose) and 17.92 (Smoking and Smoke Generally), of Article VIII (Smoke-Free Housing)

Recommendation
Read by title only for second reading, waiving further reading, and adopt an ordinance amending the South Pasadena Municipal Code Chapter 17 Article V Sections 17.52, 17.53, 17.54, 17.56, 17.57 and 17.58-1 and adding a new Section 17.56-1, and amending Article VIII Sections 17.80 and 17.92 to:

1. Prohibit smoking in all public sidewalks, walkways, parkways, curbs and gutters;
2. Conform certain sections of the chapter to be consistent with state law;
    a. The legal age to purchase tobacco and smoking products to 21, consistent with state law;
    b. Clarify that "smoking" prohibitions apply to cannabis, consistent with state law (Health & Safety Code Section 11362.3); and
3. Add minor clean-up items such as clarification of definitions.

12. Adoption of a Resolution Opposing the California Business Roundtable Tax Fairness, Transparency, and Accountability Act of 2018

Recommendation
Adopt a resolution opposing the Tax Fairness, Transparency, and Accountability Act of 2018 and consider endorsing "Committee to Protect Our Communities", a coalition opposing the ballot initiative.

13. Approval of Letters Opposing Senate Bill 831 (Wieckowski); Senate Bill 1469 (Skinner); and Assembly Bill 2890 (Ting) Relating to Accessory Dwelling Units

Recommendation
Approve letters opposing Senate Bill 831 (Wieckowski), Senate Bill 1469 (Skinner), and Assembly Bill 2890 (Ting) relating to Accessory Dwelling Units.

14. Adoption of a Resolution Supporting Assembly Bill 2538 (Rubio) Relating to Municipal Separate Storm Sewer Systems: Financial Capability Analysis: Pilot Project

Recommendation
Adopt a resolution supporting Assembly Bill 2538 (Rubio), as amended April 26, 2018, relating to Municipal Separate Storm Sewer Systems: Financial Capability Analysis: Pilot Project.

15. Memorandum of Agreement for Implementing the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area

Recommendation
Authorize the City Manager to execute a Memorandum of Agreement with participating agencies to administer contracts related to the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area.

16. Award of Contract to Pacific Hydrotech Corporation for Construction of the Graves Reservoir Replacement Project in an Amount Not-to-Exceed $9,312,400

Recommendation
1. Accept a bid dated February 13, 2018, from Pacific Hydrotech Corporation for construction of the Graves Reservoir Replacement Project.
2. Reject all other bids received.
3. Authorize the City Manager to enter into a contract for an amount not-to-exceed $9,312,400.

17. Award of Contract to NV5 for Construction Management Services and Inspection Services for the Graves Reservoir Replacement Project in an Amount Not-to-Exceed $705,424

Recommendation

1. Accept a proposal dated February 7, 2017, from NV5 for construction management and inspection services for the Graves Reservoir Replacement Project and authorize the City Manager to execute the agreement with NV5 for an amount not-to-exceed $705,424.
2. Reject all other proposals received.

18. Authorize the Third Amendment with Arcadis US, Inc., for the Garfield Reservoir Replacement Project Construction Management and Inspection Services in an Amount Not-to-Exceed $55,000 for a Total Not-to-Exceed Contract Amount of $772,325.08

Recommendation

Authorize the City Manager to execute the third Contract Amendment with Arcadis U.S., Inc., in an additional not-to-exceed amount of $55,000, for providing continued Construction Management and Inspection Services required through Garfield Reservoir Replacement Project completion and closeout.

19. Acceptance of Project Completion and Authorization to File a Notice of Completion for the Garfield Reservoir Replacement Project and Authorization to Release Retention Payment to Pacific Hydrotech Corporation.

Recommendation

1. Accept the Garfield Reservoir Replacement Project as complete.
2. Authorize the recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk.
3. Authorize release of retention payment to Pacific Hydrotech Corporation, in the amount of $919,223.37.

20. Approval of a First Contract Amendment with Rangwala Associates for Additional Outreach and Extended Timeline for the General Plan and Downtown Specific Plan Update in an Amount Not-to-Exceed $19,300

Recommendation

Approve a first contract amendment, subject to the approval by the City Attorney, with Rangwala Associates in an amount not-to-exceed $19,300 for additional outreach and extended timeline for the General Plan and Downtown Specific Plan Update.

21. Approval of the Third Amendment to the Lease Agreement with All-Star Baseball School for the Batting Cage Facility to be Extended for a Three-Year Term, Plus Two Optional One-Year Extensions

Recommendation
Approve the Third Amendment to the Lease Agreement with All-Star Baseball School for the Batting Cage Facility to be extended for a three-year term, plus two optional one-year extensions.

22. Adoption of a Resolution Supporting Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

Recommendation
Adopt a resolution supporting the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 and consider endorsing "Californians for Clean Water and Safe Parks" a coalition supporting the ballot initiative.

23. Approve an Agreement with EVgo Services, LLC for the Installation of Two Publicly Available Electric Vehicle DC Fast Chargers, at the Hope and Mound Public Parking Lot

Recommendation
Approve an agreement with EVgo Services, LLC for the installation of two publicly available Electric Vehicle DC Fast Chargers, at the Hope and Mound Public Parking Lot and authorize the sole use of three parking spaces for the operation of the EV chargers for a ten-year term.

PUBLIC HEARING

24. Presentation Regarding Proposed Budget for Fiscal Year 2018-19

Recommendation
Review the proposed Fiscal Year 2018-19 budget and provide feedback to staff. The final budget will be presented to the City Council for adoption on June 6, 2018.

ACTION/DISCUSSION

25. Update on Compliance with State 1,2,3-TCP Water Regulations, Including Allocation of Funds for Water Purchase from MWD, and Review of Interim Water Discoloration Measures

(Item continued on next page)

Recommendation

1. Review interim solutions, as described below, to resolve water discoloration and odor resulting from State mandated, 1,2,3-TCP mitigation measures.
2. Allocate $1,324,000 in Water Fund Reserve monies in Fiscal Year 2018-19 for the purchase of Metropolitan Water District water to comply with new State mandated 1,2,3 Trichloropropane regulations.
3. Direct staff to pursue support from State legislators to:
    a. Assist with funding for mitigation of unfunded mandates regarding 1,2,3-TCP in local water supplies; and
    b. Prevent unfunded mandates from being enacted in the future without sufficient funding for implementation.

REPORTS

26. Receive and File a Report on the Community Opinion Survey

Recommendation

Receive and file a report on the recent Community Opinion Survey conducted by True North Research.

COUNCILMEMBERS COMMUNICATIONS (continued)

ADJOURNMENT

FUTURE CITY COUNCIL MEETINGS
(OPEN SESSION)

June 6, 2018	Regular City Council Meeting	Council Chamber	7:30 p.m.
June 20, 2018	Regular City Council Meeting	Council Chamber	7:30 p.m.
July 4, 2018	CANCELED		
July 18, 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 Spectrum 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.

5/11/2018 Natalie Haworth

Date Natalie Haworth, CMC

THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION

Sofie Dreskin

Youth Commission
2014 - 2018

In appreciation of over three years of volunteer service and dedicated commitment to youth development and engagement while serving as a member of the South Pasadena Youth Commission

Dated this 16th day of May, 2018

Richard D. Schneider, M.D., Mayor — Evelyn G. Zneimer, City Clerk

THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION

Dawson Galluzzi

Youth Commission
2015 - 2018

In appreciation of over two years of volunteer service and dedicated commitment to youth development and engagement while serving as a member of the South Pasadena Youth Commission

Dated this 16th day of May, 2018

Richard D. Schneider, M.D., Mayor — Evelyn G. Zneimer, City Clerk

THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION

Will Hoadley-Brill

Youth Commission
2014 - 2018

In appreciation of over three years of volunteer service and dedicated commitment to youth development and engagement while serving as a member of the South Pasadena Youth Commission

Dated this 16th day of May, 2018

Richard D. Schneider, M.D., Mayor — Evelyn G. Zneimer, City Clerk

THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION

Luke Quezada

Youth Commission
2014 - 2018

In appreciation of over three years of volunteer service and dedicated commitment to youth development and engagement while serving as a member of the South Pasadena Youth Commission

Dated this 16th day of May, 2018

Richard D. Schneider, M.D., Mayor — Evelyn G. Zneimer, City Clerk

AGENDA ITEM 2

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CITY OF SOUTH PASADENA

PROCLAMATION

Declaring May 20-26, 2018, as "Public Works Week" in the City of South Pasadena

WHEREAS, the many services provided by Public Works to our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems and programs such as water treatment and distribution, sewers, streets and highways, public buildings, solid waste, recycling, parks and landscaping, maintenance and operations; and

WHEREAS, the health, safety, economic vitality and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these services, as well as their planning, design, and construction of public facilities and utilities, is vitally dependent upon the efforts and skills of Public Works representatives; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the Public Works Department is materially influenced by the public's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Richard D. Schneider, M.D., Mayor of the City of South Pasadena, on behalf of the City Council, do hereby proclaim the week of March 20-26, 2018, as "Public Works Week" in the City of South Pasadena, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing quality Public Works services and to recognize the contributions which Public Works representatives make every day to our health, safety, comfort, and quality of life, not only this week but throughout the year.

Richard D. Schneider, M.D., Mayor

May 16, 2018
Date

AGENDA ITEM 3

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City of South Pasadena
Office of the Mayor

Memo

Date: May 16, 2018

To: The Honorable City Council

From: Mayor Richard D. Schneider, M.D. NB for RDS

Re: Commission Appointments

With the City Council concurrence at the May 16, 2018 City Council Meeting, I propose to appoint the following to a partial term ending November 16, 2018:

- **Deborah Howell-Ardila to the Cultural Heritage Commission**

With the City Council concurrence at the May 16, 2018 City Council Meeting, I propose to appoint the following to a partial term ending December 31, 2018:

- **Luther Leudkte to the Library Board of Trustees**

The applications are on file at the City Clerk's Office, at City Hall, 2nd floor, 1414 Mission Street, South Pasadena, CA 91030.

AGENDA ITEM 4

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Wednesday, May 2, 2018
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 Schneider on Wednesday, May 2, 2018, at 7:35 p.m., in the Amedee O. "Dick" Richards, Jr., Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

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

Absent: None.

City Staff Present: City Manager DeWolfe; City Attorney Highsmith; City Clerk Zneimer; Chief City Clerk Donohue, and Deputy City Clerk Jimenez were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

INVOCATION

Councilmember Joe gave the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Joe led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS

1. **Closed Session Announcements**

   The Regular Closed Session of the City Council of May 2, 2018, was called to order by Mayor Schneider at 6:30 p.m.

AGENDA ITEM 8

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 – ANTICIPATED LITIGATION, Pursuant to Government Code Section 54956.9(d)(4):

Number of Anticipated Cases: 1

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 of a Proclamation Declaring May 6-12 2018 as "Be Kind to Animals Week" in the City of South Pasadena**

Mayor Schneider presented a Proclamation to Erin Fleming, representing the South Pasadena Animal Commission, declaring May 6-12, 2018 as "Be Kind to Animals Week" in the City of South Pasadena.

3. **Presentation of a Proclamation Declaring May 6-12, 2018 as "Municipal Clerks Week" in the City of South Pasadena**

Mayor Schneider asked Chief City Clerk Donohue to present the Proclamation.

Chief City Clerk Donohue presented a Proclamation to City Clerk Zneimer, representing the City of South Pasadena, declaring May 6-12, 2018 as "Municipal Clerks Week" in the City of South Pasadena.

Chief City Clerk Donohue commended Management Assistant, Natalie Haworth, for obtaining her Certified Municipal Clerk designation from the International Institute of Municipal Clerks.

4. **Presentation of a Proclamation Declaring May 2018 as "Preservation Month" in the City of South Pasadena**

Mayor Schneider presented a Proclamation to Odom Stamps, representing the South Pasadena Preservation Foundation, declaring May 2018 as "Preservation Month" in the City of South Pasadena.

COMMUNICATIONS

5. Councilmembers Communications

Mayor Pro Tem Khubesrian displayed photos from her attendance at the recent South Pasadena Eclectic Music Festival.

Councilmember Joe displayed photos from his recent attendance at the South Pasadena Chinese American Club 29th Anniversary Dinner. He asked the City Manager to provide an update on the water quality in South Pasadena.

Councilmember Mahmud discussed her recent testimony in favor of Assembly Bill 2538 (Rubio) regarding municipal separate storm sewer systems. She discussed her recent attendance at the On the County Storm Water Initiative meeting and the South Pasadena Chamber of Commerce "Shop Talk" meeting that she attended with the Director of the Clean Power Alliance. She stated the City Manager will discuss the upcoming mulch and compost giveaway on May 5, 2018.

Councilmember Cacciotti displayed photos from his recent attendance at a Metro Board meeting, the Public Works Department staff fixing a leak in a City park, the Library Volunteer Recognition Luncheon, a recent dinner event for Congressman Adam Schiff, maintenance staff testing out new efficient gardening equipment, old water pipes that are no longer being utilized near Garfield Reservoir, and the start of the Eclectic Music Festival.

6. City Manager Communications

Water Operations Manager Tesfaye presented a PowerPoint presentation, providing an update on the water quality in South Pasadena.

City Manager DeWolfe discussed the upcoming mulch and compost giveaway on May 5, 2018.

7. Reordering of and Additions to the Agenda

None.

PUBLIC COMMENTS

Marqel Lee, member of the public, discussed his qualifications for the open position of Civil Engineering Assistant with the City.

Bianca Richards, South Pasadena resident, thanked the City for the update on the water quality.

CONSENT CALENDAR

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to approve the Consent Calendar Item Nos. 8-12.

8. Minutes of the City Council Meetings of April 13, 2018 and April 18, 2018

Approved the minutes of the April 13, 2018 and April 18, 2018 City Council Meetings.

9. Prepaid Warrants, General City Warrants, and Payroll

Approved the City of South Pasadena Prepaid Warrants Nos. 202519 through 202573 in the amount of $158,349.82; General City Warrants Nos. 202574 through 202689 in the amount of $833,682.62; Payroll dated April 20, 2018, in the amount of $768,957.96; and Successor Agency Prepaid Warrants, in the amount of $160,375.30.

10. Discretionary Fund Request from Councilmember Mahmud for the Be Kind to Animals Art Project

Approved a Discretionary Fund request by Councilmember Mahmud designating $103.81 for the purchase of goody bags for participants in the Be Kind to Animals Art Exhibit.

11. Authorize a Letter of Opposition for Assembly Bill 2417 (Rodriguez) Regarding the Metro Gold Line Foothill Extension Construction Authority

Authorized a letter of opposition for Assembly Bill 2417 (Rodriguez) relating to revisions to the Los Angeles Metropolitan Transportation Authority Gold Line Foothill Extension Construction Authority.

12. Adoption of a Resolution Approving the Fiscal Year 2018-19 Engineer's Report Declaring the City's Intention to Provide for an Annual Levy and Collection of Assessments and Setting a Date and Time for a Public Hearing for the FY 2018-19 Lighting and Landscaping Maintenance District

1. Adopted Resolution No. 7551, entitled "A Resolution of the City Council of the City of South Pasadena, California, approving the Fiscal Year 2018-19 Engineer's Report declaring the City's intention to provide for an annual levy and collection of assessments and setting a date and time for a Public Hearing for the Lighting and Landscaping Maintenance District, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California."

2. Scheduled the Public Hearing for the FY 2018-19 Lighting and Landscaping Maintenance District for June 6, 2018, at 7:30 p.m., in the Amedee O. "Dick" Richards, Jr. Council Chamber.

PUBLIC HEARING

13. Adoption of a Resolution Adopting the Master Schedule of Fees with a Consumer Price Index Increase

Principal Management Analyst Aceves presented the staff report and responded to City Council inquiries.

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

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY MAYOR PRO TEM KHUBESRIAN, CARRIED 5-0, to: adopt Resolution No. 7552, entitled "A Resolution of the City Council of the City of South Pasadena, California, adopting the Master Schedule of Fees for service."

ACTION/DISCUSSION

14. First Reading and Introduction of an Ordinance Amending South Pasadena Municipal Code Chapter 17 (Health and Sanitation) Article V (Smoking-Prohibited), Sections 17.52 (Definitions), 17.53 (Application to City-Owned Vehicles, Buildings and Facilities), 17.54 (Prohibition of Smoking in Public Parks and Recreation Centers), 17.56 (Prohibition of Smoking in Public Places), 17.57 (Reasonable Distance Required), 17.58-1 (Purchaser Identification), and Adding a New Section 17.56-1 (Smoking Prohibited on Public Sidewalks) and Amending Sections 17.80 (Purpose) and 17.92 (Smoking and Smoke Generally), of Article VIII (Smoke-Free Housing)

Acting Police Captain Bartl presented the staff report and responded to City Council inquiries.

Mayor Schneider opened the Public Comment period.

Gisella Benitez, South Pasadena resident, inquired if the City will be posting signage of the new regulations regarding the prohibition of smoking around South Pasadena.

Acting Police Captain Bartl briefly responded to Ms. Benitez's comments.

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

Councilmember Mahmud requested that the "recreation center" language be removed from the proposed ordinance.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, with the suggested amendment by Councilmember Mahmud, to: Read by title only for first reading, waiving further reading, of an ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, amending Chapter 17 (Health and Sanitation) Sections 17.52 (Definitions), 17.53 (Application to City-owned Vehicles, Buildings and Facilities), 17.54 (Prohibition of Smoking in Public Parks), 17.56 (Prohibition of Smoking in Public Places), 17.57 (Reasonable Distance Required), 17.58-1 (Purchaser Identification) of Article V (Smoking-Prohibited), adding a new Section 17.56-1 (Smoking Prohibited on Public Sidewalks), and amending Sections 17.80 (Purpose) and 17.92 (Smoking and Smoke Generally) of Article VIII (Smoke-Free Housing)" to:

1. Prohibit smoking in all public sidewalks, walkways, parkways, curbs and gutters;
2. Conform certain sections of the chapter to be consistent with state law;
    a. The legal age to purchase tobacco and smoking products to 21, consistent with state law;
    b. Clarify that "smoking" prohibitions apply to cannabis, consistent with state law (Health & Safety Code Section 11362.3); and

3. Add minor clean-up items such as clarification of definitions.

15. Presentation and Discussion of Capital Improvement Plan for Fiscal Years 2019-2023

Principal Management Analyst Aceves presented the staff report and responded to City Council inquiries.

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

MOTION BY MAYOR PRO TEM KHUBESRIAN, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to: receive and file the report.

ADJOURNMENT

Mayor Schneider adjourned the City Council Meeting at 9:07 p.m.

Evelyn G. Zneimer	Richard D. Schneider, M.D.
City Clerk	Mayor

Minutes approved by the South Pasadena City Council on May 16, 2018.

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Mariam Lee Ko, Interim Finance Director

SUBJECT: **Approval of Prepaid Warrants and Wire Transfers in the Amount of $146,931.86 General City Warrants in the Amount of $640,634.09 and Payroll in the Amount of $593,353.31**

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

Fiscal Impact

Prepaid Warrants:	
Warrant # 202690 – 202733	$ 146,931.86
General City Warrants:	
Warrant # 202734 – 202884	$ 640,634.09
Payroll 05-04-18	$ 593,353.31
Wire Transfers	$
RSA:	
Prepaid Warrants	$ -
General City Warrants	$ -
Total	$ 1,380,919.26

Commission Review and Recommendation
This matter was not reviewed by a Commission.

Legal Review
The City Attorney has not reviewed this item.

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

AGENDA ITEM 9

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 05-04-18
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

City of South Pasadena
Demand/Warrant Register

Date 05.16.18

Recap by fund	Fund No.	Amounts		
		Prepaid	**Written**	**Payroll**
General Fund	101	122,930.72	237,669.52	311,600.23
Insurance Fund	103		1,116.00	
Street Improvement Program	104			
Facilities & Equip.Cap. Fund	105			
Local Transit Return "A"	205		2,920.00	6,969.61
Local Transit Return "C"	207		7,182.67	5,756.47
TEA/Metro	208			
Sewer Fund	210		295.36	9,894.37
CTC Traffic Improvement	211			
Street Lighting Fund	215	2,886.87	49,408.17	5,382.15
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220			
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226		804.13	
Housing Authority Fund	228			
State Gas Tax	230		148,472.34	12,314.14
County Park Bond Fund	232	100.23	2,856.21	
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
BTA Grants	248			
Golden Streets Grant	249			
Capital Growth Fund	255			
CDBG	260			
Asset Forfeiture	270			
Police Grants - State	272			
Homeland Security Grant	274			
Park Impact Fees	275			
HSIP Grant	277		2,570.00	
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310			
Water Fund	500	19,847.58	187,339.69	42,830.75
2016 Water Revenue Bonds Fund	505			
Public Financing Authority	550			
Payroll Clearing Fund	700	1,166.46		198,605.59
Wire Transfer - Various Funds				
	Column Totals	146,931.86	640,634.09	593,353.31
	City Report Totals		1,380,919.26	

Recap by fund	Fund No.	Amounts		
		Prepaid	**Written**	**Payroll**
RSA	227	-	-	-
	Column Totals	-	-	-
	RSA Report Totals		-	

	Amounts		
	Prepaid	**Written**	**Payroll**
	146,931.86	640,634.09	593,353.31
Grand Report Total		1,380,919.26	

Richard D. Schneider M.D., Mayor

Mariam Lee Ko, Interim Finance Director

Evelyn G. Zneimer, City Clerk

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Check Detail

User: mfestejo
Printed: 05/09/2018 - 10:18AM

Check Number	Check Date			Amount
ACTM3010 - Accountemps Line Item Account				
202713	05/03/2018			
Inv 50748657				
Line Item Date	Line Item Description		Line Item Account	
04/24/2018	Finance Temp Staff Svc w/ended 4/20/18		101-3010-3011-8170-000	2,007.50
Inv 50748657 Total				2,007.50
Inv 50820540				
Line Item Date	Line Item Description		Line Item Account	
05/02/2018	Finance Temp Staff Svc w/ended 4/27/18		101-3010-3011-8170-000	2,062.50
Inv 50820540 Total				2,062.50
202713 Total:				4,070.00
ACTM3010 - Accountemps Total:				4,070.00
ATGC8530 - Acorn Technology Corp. Line Item Account				
202690	04/26/2018			
Inv 50781				
Line Item Date	Line Item Description		Line Item Account	
04/01/2018	IT Services 3/18 - Managed IT Monitoring		101-2010-2032-8170-000	750.00
Inv 50781 Total				750.00
Inv 50781*				
Line Item Date	Line Item Description		Line Item Account	
04/01/2018	IT Services 3/18 - Adjustment		101-2010-2032-8170-000	-303.75
Inv 50781* Total				-303.75
Inv 50781**				
Line Item Date	Line Item Description		Line Item Account	
04/01/2018	IT Services 3/18 - General- City		101-2010-2032-8170-000	10,896.25
Inv 50781** Total				10,896.25
Inv 50781***				
Line Item Date	Line Item Description		Line Item Account	
04/01/2018	IT Services 3/18 - Workstation Replacements		101-2010-2032-8170-000	921.25

Inv 50781*** Total 921.25

Inv 50781-1778

Line Item Date	Line Item Description	Line Item Account	
04/01/2018	IT Services 3/18 - Police Open Ticket Report	101-4010-4011-8170-000	85.00

Inv 50781-1778 Total 85.00

Inv 50781-1780

Line Item Date	Line Item Description	Line Item Account	
04/01/2018	IT Services 3/18 - Garfield Reservoir Offices	500-6010-6711-8020-000	81.25

Inv 50781-1780 Total 81.25

Inv 50781-1784

Line Item Date	Line Item Description	Line Item Account	
04/01/2018	IT Services 3/18 - Replacement Monitor	101-2010-2032-8170-000	130.00

Inv 50781-1784 Total 130.00

Inv 50781-1791

Line Item Date	Line Item Description	Line Item Account	
04/01/2018	IT Services 3/18 - IT Purchases	101-2010-2032-8530-000	622.50

Inv 50781-1791 Total 622.50

Inv 50781-1794

Line Item Date	Line Item Description	Line Item Account	
04/01/2018	IT Services 3/18 - General - Police	101-4010-4011-8170-000	1,255.00

Inv 50781-1794 Total 1,255.00

Inv 50781-1795

Line Item Date	Line Item Description	Line Item Account	
04/01/2018	IT Services 3/18 - EOC Workstation & KVM	101-4010-4011-8170-000	796.25

Inv 50781-1795 Total 796.25

202690 Total: 15,233.75

ATGC8530 - Acorn Technology Corp. Total: 15,233.75

ATCN9011 - AT & T Line Item Account

202691 04/26/2018

Inv 000011233980

Line Item Date	Line Item Description	Line Item Account	
04/20/2018	9391062308 3/20 - 4/19/18	101-2010-2032-8150-000	5,180.58

Inv 000011233980 Total 5,180.58

Check Number	Check Date		Amount
202691 Total:			5,180.58
ATCN9011 - AT & T Total:			5,180.58

AT&T5006 - AT & T U-Verse Line Item Account

202692 04/26/2018

Inv 130464796

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	4/18 - 5/17/18	500-6010-6710-8150-000	75.00
Inv 130464796 Total			75.00
202692 Total:			75.00
AT&T5006 - AT & T U-Verse Total:			75.00

AT&T5011 - AT&T Line Item Account

202693 04/26/2018

Inv 626 405-0051

Line Item Date	Line Item Description	Line Item Account	
04/11/2018	4/11 - 5/10/18	101-2010-2032-8150-000	599.15
Inv 626 405-0051 Total			599.15

Inv 626 441-6497

Line Item Date	Line Item Description	Line Item Account	
04/13/2018	4/13 - 5/12/18	101-2010-2032-8150-000	226.53
Inv 626 441-6497 Total			226.53

Inv 626 577-6657

Line Item Date	Line Item Description	Line Item Account	
04/13/2018	4/13 - 5/12/18	101-2010-2032-8150-000	53.61
Inv 626 577-6657 Total			53.61
202693 Total:			879.29
AT&T5011 - AT&T Total:			879.29

CIN4011 - AT&T --Cingular Wireless Line Item Account

202694 04/26/2018

Inv 879338213x0423

Line Item Date	Line Item Description	Line Item Account	
04/15/2018	FD Cellphone Charges 3/16 - 4/15/18	101-2010-2032-8150-000	222.30

Check Number	Check Date		Amount
Inv 879338213x0423 Total			222.30
202694 Total:			222.30
CIN4011 - AT&T --Cingular Wireless Total:			222.30

ADPN8032 - Audio Perception Line Item Account
202695 04/26/2018
Inv ES4093 Deposit

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Youth House Acoustic Panel Installation Deposit	101-8030-8031-8020-000	2,000.00
Inv ES4093 Deposit Total			2,000.00
202695 Total:			2,000.00
ADPN8032 - Audio Perception Total:			2,000.00

BEL4011 - Bell Gardens Police Dept Line Item Account
202696 04/26/2018
Inv 5/18-20/18

Line Item Date	Line Item Description	Line Item Account	
04/19/2018	PD Training Class for R/Ofcr. Chan	101-4010-4011-8200-000	50.00
Inv 5/18-20/18 Total			50.00
202696 Total:			50.00
BEL4011 - Bell Gardens Police Dept Total:			50.00

BLBA8010 - Bibliotheca, LLC Line Item Account
202697 04/26/2018
Inv SI0037031-US

Line Item Date	Line Item Description	Line Item Account	
02/23/2018	Library Computer Equipment	101-8010-8011-8530-000	16,146.04
Inv SI0037031-US Total			16,146.04
202697 Total:			16,146.04
BLBA8010 - Bibliotheca, LLC Total:			16,146.04

CAL0629 - CA Franchise Tax Board Line Item Account
202714 05/03/2018
Inv P/R/E 4/29/18

Line Item Date	Line Item Description	Line Item Account

Check Number	Check Date			Amount
05/01/2018	Garnishment		700-0000-0000-2264-000	200.00
Inv P/R/E 4/29/18 Total				200.00
202714 Total:				200.00
CAL0629 - CA Franchise Tax Board Total:				200.00

CSD3014 - Ca. State Disbursement Unit Line Item Account

202715 05/03/2018

Inv P/R/E 4/29/18

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Garnishment	700-0000-0000-2264-000	861.23
Inv P/R/E 4/29/18 Total			861.23
202715 Total:			861.23

202716 05/03/2018

Inv P/R/E 4/29/18

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Garnishment	700-0000-0000-2264-000	105.23
Inv P/R/E 4/29/18 Total			105.23
202716 Total:			105.23
CSD3015 - Ca. State Disbursement Unit Total:			966.46

CAL8012 - Califa Group Line Item Account

202698 04/26/2018

Inv 10309

Line Item Date	Line Item Description	Line Item Account	
02/28/2018	CENIC Broadband Oct - Dec 2017	101-8010-8011-8151-000	4,079.94
Inv 10309 Total			4,079.94
202698 Total:			4,079.94
CAL8012 - Califa Group Total:			4,079.94

CBSE6010 - Cell Business Equipment Line Item Account

202699 04/26/2018

Inv 58788254

Line Item Date	Line Item Description	Line Item Account	
04/07/2018	PW Copier Lease 4/18	101-0000-0000-2990-024	251.61

Inv 58788254 Total 251.61

202699 Total: 251.61

CBSE6010 - Cell Business Equipment Total: 251.61

COPS1021 - City of Palm Springs Line Item Account
202717 05/03/2018
Inv RR527336040

Line Item Date	Line Item Description	Line Item Account	
04/18/2018	Reimb. Transportation to CCAC Annual Conference 2017 -Hertz	101-1020-1021-8090-000	100.46

Inv RR527336040 Total 100.46

202717 Total: 100.46

COPS1021 - City of Palm Springs Total: 100.46

CLAS2013 - ClaimAssist Line Item Account
202718 05/03/2018
Inv File# 2935444

Line Item Date	Line Item Description	Line Item Account	
03/07/2018	Medical Exam Injury File# 2935444	101-2010-2013-8170-000	119.29

Inv File# 2935444 Total 119.29

202718 Total: 119.29

CLAS2013 - ClaimAssist Total: 119.29

BNCS2920 - Contreras, Banesa Line Item Account
202719 05/03/2018
Inv R90855

Line Item Date	Line Item Description	Line Item Account	
04/13/2018	Refund WMB Deposit Rental 3/31/18	101-0000-0000-2920-000	500.00

Inv R90855 Total 500.00

202719 Total: 500.00

BNCS2920 - Contreras, Banesa Total: 500.00

DRLL2051 - Dapeer, Rosenbilt & Litvak, LLP Line Item Account
202700 04/26/2018
Inv 14314

Line Item Date	Line Item Description	Line Item Account

Check Number	Check Date			Amount
02/28/2018	Prof. Svcs - Code Enforcement Matter 2/18		101-2010-2501-8160-000	135.00
Inv 14314 Total				135.00
Inv 14431				
Line Item Date	Line Item Description		Line Item Account	
04/16/2018	Prof. Svcs - Code Enforcement Matter 3/18		101-2010-2501-8160-000	90.00
Inv 14431 Total				90.00
202700 Total:				225.00
DRLL2051 - Dapeer, Rosenbilt & Litvak, LLP Total:				225.00
DIG0800 - Digital Telecommunications Corp Line Item Account				
202720	05/03/2018			
Inv 30035				
Line Item Date	Line Item Description		Line Item Account	
03/05/2018	Library Adjustment Call Forward & Voice Message Circulation Ext.		101-8010-8011-8120-000	315.00
Inv 30035 Total				315.00
Inv 30264				
Line Item Date	Line Item Description		Line Item Account	
03/28/2018	Install Phone Line for Library Public Svcs Manager		101-8010-8011-8120-000	405.00
Inv 30264 Total				405.00
202720 Total:				720.00
DIG0800 - Digital Telecommunications Corp Total:				720.00
FED1109 - Federal Express Line Item Account				
202721	05/03/2018			
Inv 6-157-85785				
Line Item Date	Line Item Description		Line Item Account	
04/20/2018	HR Overnight Shipping		101-2010-2013-8010-000	52.55
Inv 6-157-85785 Total				52.55
202721 Total:				52.55
FED1109 - Federal Express Total:				52.55
COBR7131 - Flex Advantage Line Item Account				
202701	04/26/2018			

Check Number	Check Date			Amount
Inv 103435				
Line Item Date	Line Item Description		Line Item Account	
04/25/2018	Administration Cost		101-3010-3041-7131-000	60.00
Inv 103435 Total				60.00
Inv P/R/E 4/15/18				
Line Item Date	Line Item Description		Line Item Account	
04/25/2018	Retiree Health Reimbursement May 2018		101-3010-3041-7131-000	802.62
Inv P/R/E 4/15/18 Total				802.62
202701 Total:				862.62
COBR7131 - Flex Advantage Total:				862.62
LRHR5270 - Harris, Laura Line Item Account				
202702	04/26/2018			
Inv R91036				
Line Item Date	Line Item Description		Line Item Account	
04/20/2018	Refund Partial Park Rsvp		101-0000-0000-5270-005	37.50
Inv R91036 Total				37.50
202702 Total:				37.50
LRHR5270 - Harris, Laura Total:				37.50
HOM1515 - Home Depot Credit Services Line Item Account				
202703	04/26/2018			
Inv 1175018				
Line Item Date	Line Item Description		Line Item Account	
03/08/2018	Supplies		500-6010-6710-8020-000	76.64
Inv 1175018 Total				76.64
Inv 2104087				
Line Item Date	Line Item Description		Line Item Account	
03/27/2018	Supplies		101-5010-5011-8020-000	95.16
Inv 2104087 Total				95.16
Inv 2864765				
Line Item Date	Line Item Description		Line Item Account	
03/07/2018	Supplies		500-6010-6710-8130-000	98.48
Inv 2864765 Total				98.48

Inv 2900826

Line Item Date	Line Item Description	Line Item Account	
03/07/2018	Supplies	500-6010-6710-8020-000	78.49
Inv 2900826 Total			78.49

Inv 3020297

Line Item Date	Line Item Description	Line Item Account	
03/26/2018	Supplies	215-6010-6310-8130-000	86.82
Inv 3020297 Total			86.82

Inv 3242260

Line Item Date	Line Item Description	Line Item Account	
03/26/2018	Supplies	215-6010-6310-8020-000	208.84
Inv 3242260 Total			208.84

Inv 6231062

Line Item Date	Line Item Description	Line Item Account	
03/13/2018	Supplies	215-6010-6310-8130-000	198.02
Inv 6231062 Total			198.02

Inv 6974399

Line Item Date	Line Item Description	Line Item Account	
03/13/2018	Supplies	500-6010-6711-8020-000	474.20
Inv 6974399 Total			474.20

Inv 7162054

Line Item Date	Line Item Description	Line Item Account	
03/12/2018	Supplies	500-6010-6710-8020-000	28.80
Inv 7162054 Total			28.80

Inv 720001

Line Item Date	Line Item Description	Line Item Account	
03/09/2018	Supplies	500-6010-6710-8020-000	128.66
Inv 720001 Total			128.66

Inv 901149

Line Item Date	Line Item Description	Line Item Account	
03/19/2018	Supplies	101-6010-6601-8020-000	392.01
03/19/2018	Supplies	215-6010-6115-8020-000	392.01
Inv 901149 Total			784.02

Inv 9973244

Line Item Date	Line Item Description	Line Item Account

Check Number	Check Date			Amount
02/28/2018	Supplies		500-6010-6711-8020-000	108.53
Inv 9973244 Total				108.53
202703 Total:				2,366.66
HOM1515 - Home Depot Credit Services Total:				2,366.66

KAR1897 - Karbelnig, Dr. Alan Line Item Account

202722 05/03/2018

Inv 4/25/18

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Pre-employment Psychological Exam Fee	101-2010-2013-8170-000	400.00
Inv 4/25/18 Total			400.00
202722 Total:			400.00
KAR1897 - Karbelnig, Dr. Alan Total:			400.00

KIMT4010 - Kim Turner LLC Line Item Account

202704 04/26/2018

Inv 5/14/18

Line Item Date	Line Item Description	Line Item Account	
04/20/2018	PD Training Registration - PA Valdez	101-4010-4011-8210-000	175.00
Inv 5/14/18 Total			175.00
202704 Total:			175.00
KIMT4010 - Kim Turner LLC Total:			175.00

LCW7456 - Liebert Cassidy Whitmore Line Item Account

202723 05/03/2018

Inv 1457596

Line Item Date	Line Item Description	Line Item Account	
04/16/2018	Personnel Matters 3/18	101-2010-2013-8160-000	705.00
Inv 1457596 Total			705.00

Inv 1457597

Line Item Date	Line Item Description	Line Item Account	
04/16/2018	Personnel Matters 3/18	101-2010-2013-8160-000	1,288.00
Inv 1457597 Total			1,288.00

Check Number	Check Date			Amount
Inv 1457598				
Line Item Date	Line Item Description		Line Item Account	
04/16/2018	Personnel Matters 3/18		101-2010-2013-8160-000	12,542.05
Inv 1457598 Total				12,542.05
Inv 1457599				
Line Item Date	Line Item Description		Line Item Account	
04/16/2018	Personnel Matters 3/18		101-2010-2013-8160-000	1,575.00
Inv 1457599 Total				1,575.00
Inv 1457600				
Line Item Date	Line Item Description		Line Item Account	
04/16/2018	Personnel Matters 3/18		101-2010-2013-8160-000	168.50
Inv 1457600 Total				168.50
202723 Total:				16,278.55
LCW7456 - Liebert Cassidy Whitmore Total:				16,278.55
LCMC2920 - Medrano-Casillas, Lucia Line Item Account				
202724	05/03/2018			
Inv R91094				
Line Item Date	Line Item Description		Line Item Account	
04/24/2018	Refund WMB Deposit Rental 4/7/18		101-0000-0000-5270-009	150.00
04/24/2018	Refund WMB Deposit Rental 4/7/18		101-0000-0000-2920-000	500.00
Inv R91094 Total				650.00
202724 Total:				650.00
LCMC2920 - Medrano-Casillas, Lucia Total:				650.00
PIT8031 - Pitney Bowes-Reserve Account Line Item Account				
202725	05/03/2018			
Inv 34133033				
Line Item Date	Line Item Description		Line Item Account	
04/30/2018	Reimb. Postage Meter		101-2010-2011-8010-000	0.94
04/30/2018	Reimb. Postage Meter		101-2010-2021-8010-000	8.75
04/30/2018	Reimb. Postage Meter		500-3010-3012-8010-000	0.47
04/30/2018	Reimb. Postage Meter		101-2010-2013-8010-000	12.82
04/30/2018	Reimb. Postage Meter		101-6010-6011-8010-000	111.29
04/30/2018	Reimb. Postage Meter		101-1020-1021-8010-000	17.05
04/30/2018	Reimb. Postage Meter		101-3010-3011-8010-000	639.15
04/30/2018	Reimb. Postage Meter		101-4010-4011-8010-000	484.97
04/30/2018	Reimb. Postage Meter		101-1010-1011-8010-000	5.60
04/30/2018	Reimb. Postage Meter		101-5010-5011-8010-000	78.62
04/30/2018	Reimb. Postage Meter		101-7010-7011-8010-000	506.02

Check Number	Check Date		Amount
Inv 34133033 Total			1,865.68
202725 Total:			1,865.68
PIT8031 - Pitney Bowes-Reserve Account Total:			1,865.68

PIPS2010 - Positive Image Photographic Svcs Line Item Account

202705 04/26/2018

Inv Balance

Line Item Date	Line Item Description	Line Item Account	
04/15/2018	Prof. Svcs for City Public Outreach Photography & Video Producti	101-2010-2032-8180-000	2,000.00
Inv Balance Total			2,000.00
202705 Total:			2,000.00

202726 05/03/2018

Inv 4/1/18 Amend# 1

Line Item Date	Line Item Description	Line Item Account	
04/06/2018	Prof. Svcs-Stillphotography & Video Prod. Iconic Images of City	101-2010-2032-8180-000	2,000.00
Inv 4/1/18 Amend# 1 Total			2,000.00
202726 Total:			2,000.00
PIPS2010 - Positive Image Photographic Svcs Total:			4,000.00

RGWA2980 - Rangwala Associates Line Item Account

202727 05/03/2018

Inv 1615

Line Item Date	Line Item Description	Line Item Account	
04/02/2018	Consulting Svcs - General Plan/DTSP 3/18	101-0000-0000-3085-000	34,102.00
Inv 1615 Total			34,102.00
202727 Total:			34,102.00
RGWA2980 - Rangwala Associates Total:			34,102.00

CHA3010 - S.P.Chamber of Commerce Line Item Account

202706 04/26/2018

Inv 6544

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	2018 Library Carnegie Stage Eclectic MusicFestival Pymt Donation	101-0000-0000-2996-001	500.00
Inv 6544 Total			500.00

Check Number	Check Date		Amount
202706 Total:			500.00
CHA3010 - S.P.Chamber of Commerce Total:			500.00
SIR8011 - SirsiDynix Line Item Account			
202707	04/26/2018		
Inv	INVIS026064		
Line Item Date	Line Item Description	Line Item Account	
03/18/2018	Software Maint	101-8010-8011-8180-000	1,370.00
Inv INVIS026064 Total			1,370.00
202707 Total:			1,370.00
SIR8011 - SirsiDynix Total:			1,370.00
SOU6666 - So. CA Edison Co. Line Item Account			
202708	04/26/2018		
Inv	3-033-3452-62		
Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/21 - 4/20/18	500-6010-6710-8140-000	425.13
Inv 3-033-3452-62 Total			425.13
202708 Total:			425.13
202728	05/03/2018		
Inv	3-022-6897-72		
Line Item Date	Line Item Description	Line Item Account	
04/25/2018	3/23-4/24/18	215-6010-6115-8140-000	26.35
Inv 3-022-6897-72 Total			26.35
Inv	3-023-7462-29		
Line Item Date	Line Item Description	Line Item Account	
04/25/2018	3/23-4/24/18	215-6010-6115-8140-000	151.25
Inv 3-023-7462-29 Total			151.25
Inv	3-032-0513-93		
Line Item Date	Line Item Description	Line Item Account	
04/25/2018	3/23-4/24/18	215-6010-6115-8140-000	58.91
Inv 3-032-0513-93 Total			58.91
Inv	3-032-2521-62		
Line Item Date	Line Item Description	Line Item Account	

Check Number	Check Date			Amount
04/25/2018	3/23-4/24/18		215-6010-6201-8140-000	66.31
Inv 3-032-2521-62 Total				66.31
Inv 3-035-6502-21				
Line Item Date	Line Item Description		Line Item Account	
04/25/2018	3/23-4/24/18		101-6010-6601-8140-000	898.99
Inv 3-035-6502-21 Total				898.99
Inv 3-037-6075-39				
Line Item Date	Line Item Description		Line Item Account	
04/25/2018	3/23-4/24/18		215-6010-6115-8140-000	56.63
Inv 3-037-6075-39 Total				56.63
Inv 3-045-8045-41				
Line Item Date	Line Item Description		Line Item Account	
04/25/2018	3/23-4/24/18		232-6010-6417-8140-000	27.72
Inv 3-045-8045-41 Total				27.72
202728 Total:				1,286.16
202732	05/04/2018			
Inv 3-000-5677-90				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		500-6010-6711-8152-000	1,426.58
Inv 3-000-5677-90 Total				1,426.58
Inv 3-000-5950-21				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		101-6010-6410-8140-000	77.49
Inv 3-000-5950-21 Total				77.49
Inv 3-000-5950-22				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		101-6010-6410-8140-000	110.16
Inv 3-000-5950-22 Total				110.16
Inv 3-000-7125-63				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		101-6010-6015-8140-000	24.99
Inv 3-000-7125-63 Total				24.99
Inv 3-000-7125-66				
Line Item Date	Line Item Description		Line Item Account	

Check Number	Check Date			Amount
04/21/2018	3/19 - 4/18/18		500-6010-6711-8140-000	39.96
Inv 3-000-7125-66 Total				39.96
Inv 3-000-7152-57				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		101-6010-6410-8140-000	23.79
Inv 3-000-7152-57 Total				23.79
Inv 3-000-8455-69				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		215-6010-6115-8140-000	56.57
Inv 3-000-8455-69 Total				56.57
Inv 3-000-9969-52				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		215-6010-6201-8140-000	12.99
04/21/2018	3/19 - 4/18/18		101-6010-6410-8140-000	12.99
Inv 3-000-9969-52 Total				25.98
Inv 3-001-1810-93				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/1 - 4/1/18		101-6010-6410-8140-000	38.52
Inv 3-001-1810-93 Total				38.52
Inv 3-001-1810-94				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		500-6010-6711-8140-000	42.91
Inv 3-001-1810-94 Total				42.91
Inv 3-001-1810-98				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		500-6010-6711-8152-000	11,628.04
Inv 3-001-1810-98 Total				11,628.04
Inv 3-001-1811-29				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		101-6010-6601-8140-000	4,032.11
Inv 3-001-1811-29 Total				4,032.11
Inv 3-001-1811-44				
Line Item Date	Line Item Description		Line Item Account	
04/21/2018	3/19 - 4/18/18		215-6010-6201-8140-000	97.71
04/21/2018	3/19 - 4/18/18		101-6010-6410-8140-000	97.70

Inv 3-001-1811-44 Total 195.41

Inv 3-001-1811-45

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6201-8140-000	66.86
04/21/2018	3/19 - 4/18/18	101-6010-6410-8140-000	66.85

Inv 3-001-1811-45 Total 133.71

Inv 3-001-1811-48

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	43.53

Inv 3-001-1811-48 Total 43.53

Inv 3-001-1811-56

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	67.39

Inv 3-001-1811-56 Total 67.39

Inv 3-001-1811-58

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/1 - 4/1/18	101-6010-6410-8140-000	33.93

Inv 3-001-1811-58 Total 33.93

Inv 3-001-1811-59

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	39.04

Inv 3-001-1811-59 Total 39.04

Inv 3-001-1811-63

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	101-6010-6410-8140-000	25.80

Inv 3-001-1811-63 Total 25.80

Inv 3-001-1811-67

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	40.02

Inv 3-001-1811-67 Total 40.02

Inv 3-001-1811-68

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	101-8010-8011-8140-000	83.80

Inv 3-001-1811-68 Total 83.80

Inv 3-001-1811-69

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/1 - 4/1/18	215-6010-6201-8140-000	23.51

Inv 3-001-1811-69 Total 23.51

Inv 3-001-1811-75

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	81.39

Inv 3-001-1811-75 Total 81.39

Inv 3-001-1811-76

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	47.17

Inv 3-001-1811-76 Total 47.17

Inv 3-001-1811-77

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	38.76

Inv 3-001-1811-77 Total 38.76

Inv 3-001-1811-79

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	39.76

Inv 3-001-1811-79 Total 39.76

Inv 3-001-1811-80

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	42.71

Inv 3-001-1811-80 Total 42.71

Inv 3-001-1811-86

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	101-6010-6410-8140-000	23.37

Inv 3-001-1811-86 Total 23.37

Inv 3-001-1811-87

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	500-6010-6711-8140-000	33.73

Inv 3-001-1811-87 Total 33.73

Inv 3-001-1811-89

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/1 - 4/1/18	215-6010-6201-8140-000	16.97

Check Number	Check Date			Amount
04/21/2018	3/1 - 4/1/18		101-6010-6410-8140-000	16.96
Inv 3-001-1811-89 Total				33.93

Inv 3-001-1811-90

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	59.19
Inv 3-001-1811-90 Total			59.19

Inv 3-001-1811-91

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	75.09
Inv 3-001-1811-91 Total			75.09

Inv 3-001-1811-92

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	16.48
Inv 3-001-1811-92 Total			16.48

Inv 3-001-1811-93

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	46.06
Inv 3-001-1811-93 Total			46.06

Inv 3-001-1811-95

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	101-6010-6410-8140-000	25.05
Inv 3-001-1811-95 Total			25.05

Inv 3-001-1811-98

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	14.50
Inv 3-001-1811-98 Total			14.50

Inv 3-001-1812-06

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	101-6010-6410-8140-000	31.00
Inv 3-001-1812-06 Total			31.00

Inv 3-001-1812-07

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	500-6010-6711-8140-000	29.13
Inv 3-001-1812-07 Total			29.13

Inv 3-001-1812-08

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	58.25

Inv 3-001-1812-08 Total 58.25

Inv 3-001-1812-09

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/1 - 4/1/18	101-6010-6410-8140-000	303.89

Inv 3-001-1812-09 Total 303.89

Inv 3-001-1812-10

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	232-6010-6417-8140-000	72.51

Inv 3-001-1812-10 Total 72.51

Inv 3-001-1812-11

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	31.18

Inv 3-001-1812-11 Total 31.18

Inv 3-001-1812-12

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	29.08

Inv 3-001-1812-12 Total 29.08

Inv 3-001-1812-25

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	101-6010-6410-8140-000	23.80

Inv 3-001-1812-25 Total 23.80

Inv 3-001-1812-26

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	101-6010-6410-8140-000	816.13

Inv 3-001-1812-26 Total 816.13

Inv 3-001-1812-27

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	49.13

Inv 3-001-1812-27 Total 49.13

Inv 3-001-1812-31

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	101-6010-6410-8140-000	45.29

Inv 3-001-1812-31 Total 45.29

Inv 3-001-1812-32

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/1 - 4/1/18	101-6010-6410-8140-000	13.64

Inv 3-001-1812-32 Total 13.64

Inv 3-001-1812-33

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	500-6010-6711-8140-000	23.93

Inv 3-001-1812-33 Total 23.93

Inv 3-001-1812-34

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	500-6010-6711-8152-000	43.15

Inv 3-001-1812-34 Total 43.15

Inv 3-001-1812-35

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	16.83

Inv 3-001-1812-35 Total 16.83

Inv 3-001-1812-36

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	101-6010-6410-8140-000	80.33

Inv 3-001-1812-36 Total 80.33

Inv 3-001-1812-38

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	101-6010-6410-8140-000	26.22

Inv 3-001-1812-38 Total 26.22

Inv 3-001-1812-39

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	56.10

Inv 3-001-1812-39 Total 56.10

Inv 3-001-9413-97

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	500-6010-6711-8152-000	2,238.22

Inv 3-001-9413-97 Total 2,238.22

Check Number	Check Date		Amount
Inv 3-002-4372-43			
Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	77.06
Inv 3-002-4372-43 Total			77.06
Inv 3-002-4473-12			
Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	500-6010-6711-8140-000	23.37
Inv 3-002-4473-12 Total			23.37
Inv 3-003-7341-83			
Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/1 - 4/1/18	101-6010-6410-8140-000	11.71
Inv 3-003-7341-83 Total			11.71
Inv 3-004-3214-58			
Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	500-6010-6711-8140-000	39.37
Inv 3-004-3214-58 Total			39.37
Inv 3-004-4562-56			
Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	69.35
Inv 3-004-4562-56 Total			69.35
Inv 3-016-0678-82			
Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6201-8140-000	111.73
Inv 3-016-0678-82 Total			111.73
Inv 3-022-6051-15			
Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	91.16
Inv 3-022-6051-15 Total			91.16
Inv 3-022-6897-57			
Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	25.21
Inv 3-022-6897-57 Total			25.21
Inv 3-022-6897-89			
Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	25.83

Inv 3-022-6897-89 Total 25.83

Inv 3-022-6897-99

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	24.49

Inv 3-022-6897-99 Total 24.49

Inv 3-022-6898-05

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	25.42

Inv 3-022-6898-05 Total 25.42

Inv 3-022-6898-17

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	215-6010-6115-8140-000	25.21

Inv 3-022-6898-17 Total 25.21

Inv 3-046-7147-27

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	3/19 - 4/18/18	500-6010-6710-8140-000	2,229.29

Inv 3-046-7147-27 Total 2,229.29

202732 Total: 25,557.44

SOU6666 - So. CA Edison Co. Total: 27,268.73

BEMN6010 - The Bee Man Line Item Account

202709 04/26/2018

Inv 97518

Line Item Date	Line Item Description	Line Item Account	
02/20/2018	Bee Control Svcs 2/3/18	101-6010-6410-8020-000	250.00

Inv 97518 Total 250.00

202709 Total: 250.00

BEMN6010 - The Bee Man Total: 250.00

SOU5030 - The Gas Company Line Item Account

202710 04/26/2018

Inv 072 519 1300 5

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	3/15 - 4/13/18	101-6010-6410-8140-000	15.16

Check Number	Check Date		Amount
Inv 072 519 1300 5 Total			15.16
Inv 080 919 2900 3			
Line Item Date	Line Item Description	Line Item Account	
04/17/2018	3/15 - 4/13/18	101-6010-6601-8140-000	260.23
Inv 080 919 2900 3 Total			260.23
Inv 080 919 3600 8			
Line Item Date	Line Item Description	Line Item Account	
04/17/2018	3/15 - 4/13/18	101-6010-6601-8140-000	44.65
Inv 080 919 3600 8 Total			44.65
Inv 083 019 3600 4			
Line Item Date	Line Item Description	Line Item Account	
04/17/2018	3/15 - 4/13/18	500-6010-6710-8140-000	52.74
Inv 083 019 3600 4 Total			52.74
Inv 135 519 3700 9			
Line Item Date	Line Item Description	Line Item Account	
04/17/2018	3/15 - 4/13/18	101-8010-8011-8140-000	71.58
Inv 135 519 3700 9 Total			71.58
Inv 137 619 3700 5			
Line Item Date	Line Item Description	Line Item Account	
04/17/2018	3/15 - 4/13/18	101-6010-6601-8140-000	59.48
Inv 137 619 3700 5 Total			59.48
Inv 148 220 0900 8			
Line Item Date	Line Item Description	Line Item Account	
04/17/2018	3/15 - 4/13/18	101-6010-6410-8140-000	83.55
Inv 148 220 0900 8 Total			83.55
202710 Total:			587.39
SOU5030 - The Gas Company Total:			587.39

HABT2013 - The Habit Restaurant LLC Line Item Account

202733 05/04/2018

Inv 5/17/18

Line Item Date	Line Item Description	Line Item Account	
05/03/2018	Employee Appreciation Lunch Catering Svcs 5/17/18 Balance	101-2010-2013-8020-000	981.02
Inv 5/17/18 Total			981.02

Check Number	Check Date		Amount
202733 Total:			981.02
HABT2013 - The Habit Restaurant LLC Total:			981.02

TIM4011 - Time Warner Cable Line Item Account

202711 04/26/2018

Inv 899 0029763

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	PD Cable 4/16-5/15/18	101-4010-4011-8110-000	158.29
Inv 899 0029763 Total			158.29
202711 Total:			158.29

202729 05/03/2018

Inv 008 0012005

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	Library 4/29-5/28/18	101-8010-8011-8180-000	1.58
Inv 008 0012005 Total			1.58

Inv 008 0070193

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	Skate Park Cable 5/1-31/18	101-4010-4011-8110-000	73.96
Inv 008 0070193 Total			73.96

Inv 008 0355990

Line Item Date	Line Item Description	Line Item Account	
04/22/2018	Garfield Reservoir Cable/Internet 5/2-6/1/18	500-6010-6710-8150-000	309.71
Inv 008 0355990 Total			309.71

Inv 008 0357905

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Camp Med & Teen Center Internet 5/5-6/4/18	101-8030-8032-8268-000	78.15
04/25/2018	Camp Med & Teen Center Internet 5/5-6/4/18	101-8030-8032-8020-000	25.00
Inv 008 0357905 Total			103.15
202729 Total:			488.40
TIM4011 - Time Warner Cable Total:			646.69

UPP7789 - Upper S.G.Mun. Water Dist. Line Item Account

202730 05/03/2018

Inv 2/02-18

Line Item Date	Line Item Description	Line Item Account

Check Number	Check Date			Amount
03/14/2018	MWD Water Supply - Kolle Ave/Monterey Rd. 2/18		500-6010-6711-8231-000	111.80
Inv 2/02-18 Total				111.80
202730 Total:				111.80
UPP7789 - Upper S.G.Mun. Water Dist. Total:				111.80

XRXF5010 - Xerox Financial Svcs Line Item Account

202712 04/26/2018

Inv 1129352

Line Item Date	Line Item Description	Line Item Account	
04/10/2018	Citywide Copier Lease 4/10-5/9/18	101-2010-2032-8300-000	2,705.95
Inv 1129352 Total			2,705.95
202712 Total:			2,705.95
XRXF5010 - Xerox Financial Svcs Total:			2,705.95

ZAN1111 - Zanteson, Eric Line Item Account

202731 05/03/2018

Inv 2018

Line Item Date	Line Item Description	Line Item Account	
05/02/2018	Reimb. Chief Fire Officer 3A; HR Mgmt Training	101-5010-5011-8200-000	350.00
Inv 2018 Total			350.00

Inv 2018*

Line Item Date	Line Item Description	Line Item Account	
05/02/2018	Reimb. Chief Fire Officer 3B; Budget & Fiscal Responsibilities	101-5010-5011-8200-000	350.00
Inv 2018* Total			350.00
202731 Total:			700.00
ZAN1111 - Zanteson, Eric Total:			700.00
Total:			146,931.86

ATTACHMENT 3
General City Warrant List

Accounts Payable

Check Detail

User: mfestejo
Printed: 05/09/2018 - 10:00AM

Check Number	Check Date			Amount
DVAD3012 - Adelstein, David Line Item Account				
202734	05/16/2018			
Inv 4/6/18				
Line Item Date	Line Item Description		Line Item Account	
04/06/2018	Refund Rebates		500-3010-3012-8032-000	400.00
Inv 4/6/18 Total				400.00
202734 Total:				400.00
DVAD3012 - Adelstein, David Total:				400.00
ASOP8030 - Aire Serv of Pasadena Line Item Account				
202735	05/16/2018			
Inv 54854177				
Line Item Date	Line Item Description		Line Item Account	
04/16/2018	Maint of HVAC Systems - PD		101-6010-6601-8120-000	219.78
Inv 54854177 Total				219.78
Inv 54860436				
Line Item Date	Line Item Description		Line Item Account	
04/17/2018	Maint of HVAC Systems- Garfield Youth House		101-6010-6601-8120-000	314.04
Inv 54860436 Total				314.04
Inv Q54786438				
Line Item Date	Line Item Description		Line Item Account	
04/10/2018	Maint of HVAC Systems- Sr. Center		101-6010-6601-8120-000	300.00
Inv Q54786438 Total				300.00
202735 Total:				833.82
ASOP8030 - Aire Serv of Pasadena Total:				833.82
ALAL5011 - Alert-All Corp. Line Item Account				
202736	05/16/2018			
Inv 218040271				
Line Item Date	Line Item Description		Line Item Account	

Check Number	Check Date			Amount
04/26/2018		FD Badge Stickers, Create Fire Hat Shields & Supplies	101-5010-5011-8050-000	476.33
Inv 218040271 Total				476.33
202736 Total:				476.33
ALAL5011 - Alert-All Corp. Total:				476.33

ASOM8032 - Alhambra School of Music Line Item Account

202737 05/16/2018

Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Instructor Guitar Classes	101-8030-8032-8267-000	384.00
Inv Spring 2018 Total			384.00
202737 Total:			384.00
ASOM8032 - Alhambra School of Music Total:			384.00

ACMT2920 - All City Management Line Item Account

202738 05/16/2018

Inv 54377

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	PD School Crossings Guard Svcs 4/8-21/18	101-4010-4011-8180-000	7,154.98
Inv 54377 Total			7,154.98
202738 Total:			7,154.98
ACMT2920 - All City Management Total:			7,154.98

ALLI3041 - Alliant Insurance Svcs Inc. Line Item Account

202739 05/16/2018

Inv 1/1-3/31/18

Line Item Date	Line Item Description	Line Item Account	
04/19/2018	Special Events Reporting 1/1-3/31/18	101-0000-0000-2970-001	1,705.39
Inv 1/1-3/31/18 Total			1,705.39
202739 Total:			1,705.39
ALLI3041 - Alliant Insurance Svcs Inc. Total:			1,705.39

EAP5260 - Alpada, Deniz Line Item Account

202740 05/16/2018

Check Number	Check Date		Amount
Inv R06367			
Line Item Date	Line Item Description	Line Item Account	
04/23/2018	Refund Lost & Paid Library Material	101-0000-0000-5260-003	6.00
Inv R06367 Total			6.00
202740 Total:			6.00
DEAP5260 - Alpada, Deniz Total:			6.00

AME8011 - American Library Ass'n. Line Item Account

202741 05/16/2018

Inv 0012880

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Membership & Dues Steven Fjeldsted	101-8010-8011-8060-000	140.00
Inv 0012880 Total			140.00
202741 Total:			140.00
AME8011 - American Library Ass'n. Total:			140.00

LOAN8267 - Andrews, Loretta Line Item Account

202742 05/16/2018

Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Instructor Hawaiian Dance Classes	101-8030-8032-8267-000	2,031.25
Inv Spring 2018 Total			2,031.25
202742 Total:			2,031.25
LOAN8267 - Andrews, Loretta Total:			2,031.25

ANT0243 - Antrim's Security Co., Inc. Line Item Account

202743 05/16/2018

Inv 52423

Line Item Date	Line Item Description	Line Item Account	
04/18/2018	Master Lock Replacements @ Facilities & Parks	101-6010-6601-8020-000	100.74
Inv 52423 Total			100.74
202743 Total:			100.74
ANT0243 - Antrim's Security Co., Inc. Total:			100.74

Check Number	Check Date	Amount

ARA0260 - Aramark Uniform Services Line Item Account

202744 05/16/2018

Inv 533273772

Line Item Date	Line Item Description	Line Item Account	
04/19/2018	Uniform Svcs	500-6010-6710-8132-000	119.44
04/19/2018	Uniform Svcs	230-6010-6116-8132-000	126.96
04/19/2018	Uniform Svcs	210-6010-6501-8132-000	14.10
04/19/2018	Uniform Svcs	215-6010-6201-8132-000	14.10
04/19/2018	Uniform Svcs	500-6010-6711-8132-000	28.02
04/19/2018	Uniform Svcs	215-6010-6310-8132-000	14.10
04/19/2018	Uniform Svcs	101-6010-6601-8132-000	14.11

Inv 533273772 Total 330.83

Inv 533290900

Line Item Date	Line Item Description	Line Item Account	
04/26/2018	Uniform Svcs	500-6010-6711-8132-000	25.69
04/26/2018	Uniform Svcs	210-6010-6501-8132-000	11.77
04/26/2018	Uniform Svcs	215-6010-6310-8132-000	34.82
04/26/2018	Uniform Svcs	230-6010-6116-8132-000	70.03
04/26/2018	Uniform Svcs	101-6010-6601-8132-000	11.78
04/26/2018	Uniform Svcs	500-6010-6710-8132-000	95.61
04/26/2018	Uniform Svcs	215-6010-6201-8132-000	35.43

Inv 533290900 Total 285.13

202744 Total: 615.96

ARA0260 - Aramark Uniform Services Total: 615.96

AMST8020 - Armstrong Lock & Safe Line Item Account

202745 05/16/2018

Inv 64385

Line Item Date	Line Item Description	Line Item Account	
02/20/2018	Facility Key Duplication	101-8030-8031-8020-000	19.16

Inv 64385 Total 19.16

202745 Total: 19.16

AMST8020 - Armstrong Lock & Safe Total: 19.16

ARCR2970 - Arroyo Crest LLC Line Item Account

202746 05/16/2018

Inv R399602

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Refund Soils Report Review Deposit	101-0000-0000-2970-001	22.00

Inv R399602 Total 22.00

Check Number	Check Date		Amount
202746 Total:			22.00
ARCR2970 - Arroyo Crest LLC Total:			22.00

ATH0292 - Athens Disposal Company Line Item Account

202747 05/16/2018

Inv 4848667

Line Item Date	Line Item Description	Line Item Account	
03/31/2018	Bus Bench Refuse Collection Svcs 3/18	205-8030-8024-8180-000	2,000.00
Inv 4848667 Total			2,000.00
202747 Total:			2,000.00
ATH0292 - Athens Disposal Company Total:			2,000.00

BBLP5200 - Babylon Pools Line Item Account

202748 05/16/2018

Inv R398011

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Duplicate Payment Business License Application Fee	101-0000-0000-5150-001	25.00
Inv R398011 Total			25.00
202748 Total:			25.00
BBLP5200 - Babylon Pools Total:			25.00

BAK0369 - Baker & Taylor Books Line Item Account

202749 05/16/2018

Inv 3022130623

Line Item Date	Line Item Description	Line Item Account	
04/05/2018	Books	101-8010-8011-8080-000	65.90
Inv 3022130623 Total			65.90

Inv 4012176449

Line Item Date	Line Item Description	Line Item Account	
03/26/2018	Books	101-8010-8011-8080-000	684.83
Inv 4012176449 Total			684.83

Inv 4012177814

Line Item Date	Line Item Description	Line Item Account	
03/28/2018	Books	101-8010-8011-8080-000	466.90
Inv 4012177814 Total			466.90

Check Number	Check Date		Amount
Inv 4012179596			
Line Item Date	Line Item Description	Line Item Account	
03/27/2018	Books	101-8010-8011-8080-000	46.34
Inv 4012179596 Total			46.34
Inv 4012183737			
Line Item Date	Line Item Description	Line Item Account	
04/03/2018	Books	101-8010-8011-8080-000	511.62
Inv 4012183737 Total			511.62
Inv 4012184203			
Line Item Date	Line Item Description	Line Item Account	
04/03/2018	Books	101-8010-8011-8080-000	816.40
Inv 4012184203 Total			816.40
Inv 4012184211			
Line Item Date	Line Item Description	Line Item Account	
04/02/2018	Books	101-8010-8011-8080-000	50.07
Inv 4012184211 Total			50.07
Inv 4012184217			
Line Item Date	Line Item Description	Line Item Account	
04/03/2018	Books	101-8010-8011-8080-000	612.55
Inv 4012184217 Total			612.55
Inv 4012186367			
Line Item Date	Line Item Description	Line Item Account	
04/03/2018	Books	101-8010-8011-8080-000	70.06
Inv 4012186367 Total			70.06
Inv 4012187264			
Line Item Date	Line Item Description	Line Item Account	
04/05/2018	Books	101-8010-8011-8080-000	528.41
Inv 4012187264 Total			528.41
Inv 4012188314			
Line Item Date	Line Item Description	Line Item Account	
04/06/2018	Books	101-8010-8011-8080-000	211.60
Inv 4012188314 Total			211.60
202749 Total:			4,064.68

Check Number	Check Date		Amount
BAK0369 - Baker & Taylor Books Total:			4,064.68
BAK0366 - Baker & Taylor Entertainment Line Item Account			
202750	05/16/2018		
Inv B86355630			
Line Item Date	Line Item Description	Line Item Account	
03/30/2018	CDs, DVDs & Other Library Materials	101-8010-8011-8080-000	29.52
Inv B86355630 Total			29.52
Inv T78633950			
Line Item Date	Line Item Description	Line Item Account	
04/03/2018	CDs, DVDs & Other Library Materials	101-8010-8011-8080-000	173.20
Inv T78633950 Total			173.20
Inv T78993350			
Line Item Date	Line Item Description	Line Item Account	
04/10/2018	CDs, DVDs & Other Library Materials	101-8010-8011-8080-000	61.57
Inv T78993350 Total			61.57
202750 Total:			264.29
BAK0366 - Baker & Taylor Entertainment Total:			264.29
DABN8267 - Bohan, Diana Line Item Account			
202751	05/16/2018		
Inv April 2018			
Line Item Date	Line Item Description	Line Item Account	
04/26/2018	Instructor Yoga Class	101-8030-8021-8267-000	192.00
Inv April 2018 Total			192.00
202751 Total:			192.00
DABN8267 - Bohan, Diana Total:			192.00
EZBH5270 - Bosshard, Elizabeth Line Item Account			
202752	05/16/2018		
Inv R91092			
Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Cancelled Mommy, Daddy & Me Soccer Class	101-0000-0000-5270-002	83.00
Inv R91092 Total			83.00
202752 Total:			83.00

ZBH5270 - Bosshard, Elizabeth Total: 83.00

BRMR8267 - BRIT West Soccer Line Item Account
202753 05/16/2018
Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Instructor Soccer Classes	101-8030-8032-8267-000	5,953.35

Inv Spring 2018 Total 5,953.35

202753 Total: 5,953.35

BRMR8267 - BRIT West Soccer Total: 5,953.35

BUR4018 - Burro Canyon Shooting Park Line Item Account
202754 05/16/2018
Inv 1562

Line Item Date	Line Item Description	Line Item Account	
04/04/2018	PD Range Fees 4/2/18	101-4010-4011-8200-000	40.00

Inv 1562 Total 40.00

202754 Total: 40.00

BUR4018 - Burro Canyon Shooting Park Total: 40.00

CDC2930 - CA Dept of Conservation Line Item Account
202755 05/16/2018
Inv 1/1-3/31/18

Line Item Date	Line Item Description	Line Item Account	
04/18/2018	StrongMotion Inst. & Seismic Hazard Map Fees 1/1-3/31/18	101-0000-0000-2930-001	293.29

Inv 1/1-3/31/18 Total 293.29

202755 Total: 293.29

CDC2930 - CA Dept of Conservation Total: 293.29

CAL5236 - CA Linen Services Line Item Account
202756 05/16/2018
Inv 1507580

Line Item Date	Line Item Description	Line Item Account	
04/23/2018	FD Dept Supplies	101-5010-5011-8020-000	112.38

Inv 1507580 Total 112.38

Inv 1509808

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	FD Dept Supplies	101-5010-5011-8020-000	113.08

Inv 1509808 Total 113.08

202756 Total: 225.46

CAL5236 - CA Linen Services Total: 225.46

CPC4011 - CA Police Chiefs Ass'n Line Item Account

202757 05/16/2018

Inv 10064

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Renewal Membership Fee - Cpt. Brian Solinsky	101-4010-4011-8060-000	145.00

Inv 10064 Total 145.00

Inv 10401

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	2018-2019 Membership Dues - Chief Art Miller	101-4010-4011-8060-000	695.00

Inv 10401 Total 695.00

202757 Total: 840.00

CPC4011 - CA Police Chiefs Ass'n Total: 840.00

CAN0607 - Cantu Graphics Line Item Account

202758 05/16/2018

Inv 5194

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	FD Print Jobs	101-5010-5011-8050-000	16.43

Inv 5194 Total 16.43

Inv 5208

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Finance Busn License Blue Forms	101-3010-3011-8020-000	197.10

Inv 5208 Total 197.10

202758 Total: 213.53

CAN0607 - Cantu Graphics Total: 213.53

CWNC2501 - Carl Warren & Company Line Item Account

Check Number	Check Date		Amount
202759	05/16/2018		
Inv 1842765-1842782			
Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Liability Claims Admin Fee 4/18	103-2010-2501-8020-000	1,116.00
Inv 1842765-1842782 Total			1,116.00
202759 Total:			1,116.00
CWNC2501 - Carl Warren & Company Total:			1,116.00
CAT0700 - Catering Systems Inc. Line Item Account			
202760	05/16/2018		
Inv 4687			
Line Item Date	Line Item Description	Line Item Account	
04/24/2018	Sr. Center Meals w/ 4/16-20/18	101-8030-8021-8180-000	1,417.02
Inv 4687 Total			1,417.02
Inv 4691			
Line Item Date	Line Item Description	Line Item Account	
04/28/2018	Sr. Center Meals w/ 4/23-27/18	101-8030-8021-8180-000	1,463.00
Inv 4691 Total			1,463.00
202760 Total:			2,880.02
CAT0700 - Catering Systems Inc. Total:			2,880.02
CRIM4010 - Chaidez, Hector Line Item Account			
202761	05/16/2018		
Inv 191616551			
Line Item Date	Line Item Description	Line Item Account	
05/01/2018	PD Predictive Policing Svcs 4/18	101-4010-4011-8170-000	2,080.00
Inv 191616551 Total			2,080.00
202761 Total:			2,080.00
CRIM4010 - Chaidez, Hector Total:			2,080.00
CHA7788 - Chan, Benjamin Line Item Account			
202762	05/16/2018		
Inv Spring 2018			
Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Instructor Tai Chi Class	101-8030-8032-8267-000	208.00
Inv Spring 2018 Total			208.00

Check Number	Check Date		Amount
202762 Total:			208.00
CHA7788 - Chan, Benjamin Total:			208.00

CHAG8032 - Chang, Emily Line Item Account
202763 05/16/2018
Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Instructor Kindermusik Class	101-8030-8032-8267-000	263.90
Inv Spring 2018 Total			263.90
202763 Total:			263.90
CHAG8032 - Chang, Emily Total:			263.90

ALPD4010 - City of Alhambra Police Dept. Line Item Account
202764 05/16/2018
Inv SP-4/18

Line Item Date	Line Item Description	Line Item Account	
05/02/2018	PD Inmate Housing 4/18	101-4010-4011-8180-000	2,580.00
Inv SP-4/18 Total			2,580.00
202764 Total:			2,580.00
ALPD4010 - City of Alhambra Police Dept. Total:			2,580.00

CTGT3011 - Citygate Associates LLC Line Item Account
202765 05/16/2018
Inv 24544

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Consulting Svc - Finance Dept. Organizational Review	101-3010-3011-8170-000	8,422.08
Inv 24544 Total			8,422.08
202765 Total:			8,422.08
CTGT3011 - Citygate Associates LLC Total:			8,422.08

CDPS1020 - Code Publishing Inc. Line Item Account
202766 05/16/2018
Inv 59725

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	SPMC Codification Svcs - Electronic Update 4/6/18 Ord # 2321	101-1020-1021-8180-000	56.85

Check Number	Check Date			Amount
Inv 59725 Total				56.85
202766 Total:				56.85
CDPS1020 - Code Publishing Inc. Total:				56.85

CMME4011 - Commline Inc. Line Item Account

202767 05/16/2018

Inv 0090602

Line Item Date	Line Item Description	Line Item Account	
04/24/2018	PD Unit# 1703 Repair Secure Idle Switch	101-4010-4011-8100-000	165.00
Inv 0090602 Total			165.00

Inv 0090603

Line Item Date	Line Item Description	Line Item Account	
04/24/2018	Transit Van# 78 Replacement of Tablet Docking Station	207-8030-8025-8100-000	165.00
Inv 0090603 Total			165.00

Inv 0091848

Line Item Date	Line Item Description	Line Item Account	
05/03/2018	PD Unit# 1201 Repair Driver & Passenger Spotlight Handle	101-4010-4011-8100-000	187.50
Inv 0091848 Total			187.50

Inv 0091850

Line Item Date	Line Item Description	Line Item Account	
05/03/2018	PD Unit# 1111 Repair Gun Release & Replace Gun Holder Solenoic	101-4010-4011-8100-000	336.17
Inv 0091850 Total			336.17
202767 Total:			853.67
CMME4011 - Commline Inc. Total:			853.67

CESS6416 - Community Economic Solutions Line Item Account

202768 05/16/2018

Inv 2021

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	Library Special Tax FY 17-18	101-8010-8011-8170-000	875.00
Inv 2021 Total			875.00
202768 Total:			875.00

Check Number	Check Date		Amount
CESS6416 - Community Economic Solutions Total:			875.00
CPBS2021 - Community Partners & Bike SGV Line Item Account			
202769	05/16/2018		
Inv R91173			
Line Item Date	Line Item Description	Line Item Account	
04/26/2018	Refund Orange Grove Mid Level Deposit	101-0000-0000-4891-000	250.00
Inv R91173 Total			250.00
202769 Total:			250.00
CPBS2021 - Community Partners & Bike SGV Total:			250.00
COO0695 - Cook Fire Extinguisher Co Line Item Account			
202770	05/16/2018		
Inv 918252			
Line Item Date	Line Item Description	Line Item Account	
12/27/2017	FD Extinguisher & Hydrostatic Test Inspections	101-5010-5011-8520-000	426.29
Inv 918252 Total			426.29
202770 Total:			426.29
COO0695 - Cook Fire Extinguisher Co Total:			426.29
COR7788 - Cornforth, Darren Line Item Account			
202771	05/16/2018		
Inv Spring 2018			
Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Instructor Tennis Class	101-8030-8032-8267-000	1,228.50
Inv Spring 2018 Total			1,228.50
202771 Total:			1,228.50
COR7788 - Cornforth, Darren Total:			1,228.50
CRE2303 - Creative Bus Sales Inc. Line Item Account			
202772	05/16/2018		
Inv 1330912			
Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Transit Van #79 Maint. on Check Engine Light	207-8030-8025-8100-000	231.86
Inv 1330912 Total			231.86

202772 Total: 231.86

CRE2303 - Creative Bus Sales Inc. Total: 231.86

DSP0755 - D & S Printing Line Item Account
202773 05/16/2018

Inv 7750

Line Item Date	Line Item Description	Line Item Account	
04/11/2018	Plan/Bldg H Stakes	101-7010-7011-8000-000	32.85
Inv 7750 Total			32.85

Inv 7762

Line Item Date	Line Item Description	Line Item Account	
04/19/2018	300 Volunteer Recognition Day Programs	101-8010-8011-8257-000	1,565.85
Inv 7762 Total			1,565.85

Inv 7768

Line Item Date	Line Item Description	Line Item Account	
04/24/2018	Plan/Bldg Inspection Record Orange Card Stock	101-7010-7011-8000-000	312.08
Inv 7768 Total			312.08

Inv 7770

Line Item Date	Line Item Description	Line Item Account	
04/24/2018	Library The Eclectic Carnegie Stage Color Posters	101-8010-8011-8050-000	109.50
Inv 7770 Total			109.50

Inv 7777

Line Item Date	Line Item Description	Line Item Account	
04/26/2018	Library Jolino Beserra Smoke & Mirrors Foam Core Display	101-8010-8011-8050-000	32.85
Inv 7777 Total			32.85

Inv 8500

Line Item Date	Line Item Description	Line Item Account	
02/13/2018	Plan/Bldg Correction Notice Books	101-7010-7011-8000-000	761.03
Inv 8500 Total			761.03

202773 Total: 2,814.16

DSP0755 - D & S Printing Total: 2,814.16

SDV5270 - Davidian, Joseph Line Item Account
202774 05/16/2018

Check Number	Check Date		Amount
Inv R91174			
Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Refund Prorated Cancelled Cooking Class	101-0000-0000-5270-005	150.00
Inv R91174 Total			150.00
202774 Total:			150.00
JSDV5270 - Davidian, Joseph Total:			150.00
DBEL5010 - dB Electronics Line Item Account			
202775	05/16/2018		
Inv 563			
Line Item Date	Line Item Description	Line Item Account	
03/05/2018	FD Access Mobile Data Terminals on Fire Apparatus Maint.	101-5010-5011-8020-000	150.00
Inv 563 Total			150.00
202775 Total:			150.00
DBEL5010 - dB Electronics Total:			150.00
DEM0777 - Demco Line Item Account			
202776	05/16/2018		
Inv 6357452			
Line Item Date	Line Item Description	Line Item Account	
04/19/2018	Color Tinted Label Protectors	101-8010-8011-8020-000	392.67
Inv 6357452 Total			392.67
202776 Total:			392.67
DEM0777 - Demco Total:			392.67
DEP5072 - Dept of Transportation Line Item Account			
202777	05/16/2018		
Inv SL180643			
Line Item Date	Line Item Description	Line Item Account	
04/10/2018	Traffic Signal Cost Sharing Jan - Mar 2018	215-6010-6115-8180-000	116.32
Inv SL180643 Total			116.32
202777 Total:			116.32
DEP5072 - Dept of Transportation Total:			116.32

Check Number	Check Date		Amount
DDLP8010 - Dr. Detail Ph.D Line Item Account			
202778	05/16/2018		
Inv 1526			
Line Item Date	Line Item Description	Line Item Account	
04/24/2018	Transit Vans# 250, 75, 77, 78, 79 & 80 Fleet Cleaning	207-8030-8025-8100-000	250.00
Inv 1526 Total			250.00
Inv 1533			
Line Item Date	Line Item Description	Line Item Account	
03/29/2018	Power Wash Community Room Exterior & West Side Balcony	101-8010-8011-8120-000	350.00
Inv 1533 Total			350.00
202778 Total:			600.00
DDLP8010 - Dr. Detail Ph.D Total:			600.00
EIS7777 - Eisenstein, Barbara Line Item Account			
202779	05/16/2018		
Inv 4/4/18			
Line Item Date	Line Item Description	Line Item Account	
04/04/2018	Refund Rebate	500-3010-3012-8032-000	167.70
Inv 4/4/18 Total			167.70
202779 Total:			167.70
EIS7777 - Eisenstein, Barbara Total:			167.70
EMPI5011 - Empire Cleaning Supply Line Item Account			
202780	05/16/2018		
Inv 1034216			
Line Item Date	Line Item Description	Line Item Account	
04/27/2018	FD Dept. Cleaning Supplies	101-5010-5011-8020-000	285.30
Inv 1034216 Total			285.30
202780 Total:			285.30
EMPI5011 - Empire Cleaning Supply Total:			285.30
ENT5426 - Entenmann-Rovin Line Item Account			
202781	05/16/2018		
Inv 0135016			
Line Item Date	Line Item Description	Line Item Account	
04/18/2018	PD Repair of Badges	101-4010-4011-8134-000	43.92

Inv 0135016 Total 43.92

Inv 0135037

Line Item Date	Line Item Description	Line Item Account	
04/18/2018	PD Repair of Badges	101-4010-4011-8134-000	209.80

Inv 0135037 Total 209.80

202781 Total: 253.72

ENT5426 - Entenmann-Rovin Total: 253.72

EVCM2990 - Envicom Corp. Line Item Account

202782 05/16/2018

Inv 00013901

Line Item Date	Line Item Description	Line Item Account	
10/31/2017	MND Project 181 - 187 Monterey Road 9/26-10/25/17	101-0000-0000-2990-026	1,409.90

Inv 00013901 Total 1,409.90

Inv 00013948

Line Item Date	Line Item Description	Line Item Account	
11/30/2017	MND Project 181 - 187 Monterey Road 10/26-11/25/17	101-0000-0000-2990-026	8,225.92

Inv 00013948 Total 8,225.92

Inv 00014026

Line Item Date	Line Item Description	Line Item Account	
12/31/2017	MND Project 181 - 187 Monterey Road 11/26-12/25/17	101-0000-0000-2990-026	3,421.69

Inv 00014026 Total 3,421.69

Inv 00014049

Line Item Date	Line Item Description	Line Item Account	
01/31/2018	MND Project 181 - 187 Monterey Road 12/26/17-1/25/18	101-0000-0000-2990-026	7,582.65

Inv 00014049 Total 7,582.65

202782 Total: 20,640.16

EVCM2990 - Envicom Corp. Total: 20,640.16

HERD8010 - Erdmann, Hollis Line Item Account

202783 05/16/2018

Inv 0000592

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Community Room Baldwin Piano Turner Svc	101-8010-8011-8020-000	150.00

Inv 0000592 Total 150.00

202783 Total: 150.00

HERD8010 - Erdmann, Hollis Total: 150.00

ELSA1011 - Estolano LeSar Advisors Line Item Account

202784 05/16/2018

Inv SOPAS-001

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	Bike Lights Set part as LACMTA's Bike Safety Program	101-1010-1011-8021-000	250.00

Inv SOPAS-001 Total 250.00

202784 Total: 250.00

ELSA1011 - Estolano LeSar Advisors Total: 250.00

GAL7788 - Gale, Donna Line Item Account

202785 05/16/2018

Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Instructor Dance & Cooking Classes	101-8030-8032-8267-000	3,457.50

Inv Spring 2018 Total 3,457.50

202785 Total: 3,457.50

GAL7788 - Gale, Donna Total: 3,457.50

GAR5011 - Garvey Equipment Co Line Item Account

202786 05/16/2018

Inv 110355

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	Chainsaw Maint. Supplies	101-6010-6410-8110-000	236.74

Inv 110355 Total 236.74

202786 Total: 236.74

GAR5011 - Garvey Equipment Co Total: 236.74

THR5910 - George L.Throop Co. Line Item Account

202787 05/16/2018

Inv 01-754939-00

Line Item Date	Line Item Description	Line Item Account	
04/18/2018	Concrete for Eddie Park	230-6010-6116-8020-000	445.96

Inv 01-754939-00 Total 445.96

202787 Total: 445.96

THR5910 - George L.Throop Co. Total: 445.96

DNGB3012 - Gibbs, Donald Line Item Account
202788 05/16/2018
Inv 3/30/18

Line Item Date	Line Item Description	Line Item Account	
03/30/2018	Refund Rebate	500-3010-3012-8032-000	200.00

Inv 3/30/18 Total 200.00

202788 Total: 200.00

DNGB3012 - Gibbs, Donald Total: 200.00

GLOB2029 - Global Equipment Company Inc. Line Item Account
202789 05/16/2018
Inv 112269256

Line Item Date	Line Item Description	Line Item Account	
02/27/2018	Garfield Reservoir White Boards	500-6010-6711-8000-000	770.90

Inv 112269256 Total 770.90

202789 Total: 770.90

GLOB2029 - Global Equipment Company Inc. Total: 770.90

GOLD6417 - Golden Bell Products, Inc. Line Item Account
202790 05/16/2018
Inv 16294

Line Item Date	Line Item Description	Line Item Account	
04/12/2018	Lift Station Degreaser Maint. Svc	232-6010-6417-8020-000	937.32

Inv 16294 Total 937.32

202790 Total: 937.32

GOLD6417 - Golden Bell Products, Inc. Total: 937.32

GPPT9090 - Gopher Patrol Line Item Account
202791 05/16/2018

Check Number	Check Date		Amount
Inv 284298			
Line Item Date	Line Item Description	Line Item Account	
04/12/2018	Gopher Abatement Svcs Pasadena Ave/Median & Arroyo Park	101-6010-6410-8020-000	95.00
Inv 284298 Total			95.00
202791 Total:			95.00
GPPT9090 - Gopher Patrol Total:			95.00
ANGY8030 - Grady, Anthony Q. Line Item Account			
202792	05/16/2018		
Inv Spring 2018			
Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Instructor Jiu Jitsu Classes	101-8030-8032-8267-000	603.20
Inv Spring 2018 Total			603.20
202792 Total:			603.20
ANGY8030 - Grady, Anthony Q. Total:			603.20
IVGR5270 - Griswold, Ivan Line Item Account			
202793	05/16/2018		
Inv R91091			
Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Dropped Lego Robotics Class	101-0000-0000-5270-002	205.00
Inv R91091 Total			205.00
202793 Total:			205.00
IVGR5270 - Griswold, Ivan Total:			205.00
HAC6711 - Hach Company Line Item Account			
202794	05/16/2018		
Inv 10898986			
Line Item Date	Line Item Description	Line Item Account	
03/29/2018	Total Chlorine Testing Reagent MWD Water for Chlorine	500-6010-6711-8020-000	347.01
Inv 10898986 Total			347.01
202794 Total:			347.01
HAC6711 - Hach Company Total:			347.01

Check Number	Check Date		Amount
CRHY8067 - Hartney, Corey Line Item Account			
202795	05/16/2018		
Inv Spring 2018			
Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Instructor Basketball Classes	101-8030-8032-8267-000	1,156.35
Inv Spring 2018 Total			1,156.35
202795 Total:			1,156.35
CRHY8067 - Hartney, Corey Total:			1,156.35
HYBS8180 - Haynes Building Services LLC Line Item Account			
202796	05/16/2018		
Inv 35418			
Line Item Date	Line Item Description	Line Item Account	
03/01/2018	Monthly Janitorial Cleaning Svc 3/18	101-6010-6601-8180-000	10,899.13
Inv 35418 Total			10,899.13
Inv 35418*			
Line Item Date	Line Item Description	Line Item Account	
03/01/2018	Monthly Janitorial Cleaning Svc 3/18 @ Garfield & Arroyo Park	232-6010-6417-8180-000	749.58
Inv 35418* Total			749.58
202796 Total:			11,648.71
HYBS8180 - Haynes Building Services LLC Total:			11,648.71
HDLC3011 - HdL Coren &n Cone Line Item Account			
202797	05/16/2018		
Inv 0025286			
Line Item Date	Line Item Description	Line Item Account	
04/26/2018	Contract Svcs Property Tax April - June 2018	101-3010-3011-8170-000	2,888.16
Inv 0025286 Total			2,888.16
202797 Total:			2,888.16
HDLC3011 - HdL Coren &n Cone Total:			2,888.16
DMHY8010 - Heffley, Dominique Line Item Account			
202798	05/16/2018		
Inv 42418			
Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Poster Design 2018 Carnegie Stage Eclectic Music Festival Poster	101-8010-8011-8040-000	100.00

Check Number	Check Date		Amount
Inv 42418 Total			100.00
202798 Total:			100.00
DMHY8010 - Heffley, Dominique Total:			100.00

CHRZ2920 - Hernandez, Cristina Line Item Account
202799 05/16/2018
Inv R91095

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Refund WMB Deposit Rental 4/21/18	101-0000-0000-2920-000	500.00
Inv R91095 Total			500.00
202799 Total:			500.00
CHRZ2920 - Hernandez, Cristina Total:			500.00

DVHL5270 - Hillel, David Line Item Account
202800 05/16/2018
Inv 4/25/18

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Rebate	500-3010-3012-8032-000	124.63
Inv 4/25/18 Total			124.63

Inv 4/25/18*

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Rebate	500-3010-3012-8032-000	1,031.01
Inv 4/25/18* Total			1,031.01

Inv 4/25/18**

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Rebate	500-3010-3012-8032-000	366.11
Inv 4/25/18** Total			366.11
202800 Total:			1,521.75
DVHL5270 - Hillel, David Total:			1,521.75

MHSA3012 - Hsia, Melinda Line Item Account
202801 05/16/2018
Inv 5/4/18

Line Item Date	Line Item Description	Line Item Account	
05/04/2018	Refund Rebate	500-3010-3012-8032-000	83.75

Check Number	Check Date		Amount
Inv 5/4/18 Total			83.75
202801 Total:			83.75
MHSA3012 - Hsia, Melinda Total:			83.75

LEHU5260 - Hu, Lea Line Item Account
202802 05/16/2018
Inv R06298

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Refund Lost & Paid Library Materials	101-0000-0000-5260-003	13.00
Inv R06298 Total			13.00
202802 Total:			13.00
LEHU5260 - Hu, Lea Total:			13.00

HTWN2910 - Hutton & Wilson Line Item Account
202803 05/16/2018
Inv R83298

Line Item Date	Line Item Description	Line Item Account	
05/03/2018	Refund Subpoena Deposit - Carrillo	101-0000-0000-2910-002	275.00
Inv R83298 Total			275.00
202803 Total:			275.00
HTWN2910 - Hutton & Wilson Total:			275.00

INT6115 - Interstate Batteries Line Item Account
202804 05/16/2018
Inv 68857

Line Item Date	Line Item Description	Line Item Account	
04/13/2018	D Batteries for Waterline Locator Equipment	500-6010-6710-8020-000	23.21
Inv 68857 Total			23.21

Inv 68870

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	Replace Battery for Unit# 19 Water Utility Truck	500-6010-6710-8100-000	99.74
Inv 68870 Total			99.74
202804 Total:			122.95

INT6115 - Interstate Batteries Total: 122.95

JSAR4011 - Jack's Auto Repair Line Item Account

202805 05/16/2018

Inv 15810

Line Item Date	Line Item Description	Line Item Account	
03/07/2018	PD Unit# 0908 Oil Change Svc & Replace Cabin Air Filters	101-4010-4011-8100-000	186.61

Inv 15810 Total 186.61

Inv 15870

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	PD Unit# 0219 Replace Wiper Arms & Blades	101-4010-4011-8100-000	269.43

Inv 15870 Total 269.43

Inv 15875

Line Item Date	Line Item Description	Line Item Account	
04/20/2018	Transit Van# 79 Repair Work & Check Engine Light Issue	207-8030-8025-8100-000	781.51

Inv 15875 Total 781.51

Inv 15885

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Transit Van# 77 Dual Washer Pump Replaced, Wiper Fluid Dispens	207-8030-8025-8100-000	109.53

Inv 15885 Total 109.53

Inv 15886

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	PD Unit# 1404 Oil & Filter Change Svc	101-4010-4011-8100-000	67.82

Inv 15886 Total 67.82

Inv 15887

Line Item Date	Line Item Description	Line Item Account	
04/26/2018	PD Unit# 0702 Oil Change & Filter Svcs	101-4010-4011-8100-000	62.73

Inv 15887 Total 62.73

Inv 15890

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	PD Unit # 1405 Replace Battery	101-4010-4011-8100-000	279.10

Inv 15890 Total 279.10

Inv 15892

Line Item Date	Line Item Description	Line Item Account	
05/03/2018	PD Unit# 0735 Replace Radiator	101-4010-4011-8100-000	755.95

Inv 15892 Total 755.95

Inv 15894

Line Item Date	Line Item Description	Line Item Account	
05/04/2018	PD Unit# 198 Oil Change & Filter Svc	101-4010-4011-8100-000	68.51

Inv 15894 Total 68.51

202805 Total: 2,581.19

JSAR4011 - Jack's Auto Repair Total: 2,581.19

JHMS8020 - JHM Supply Line Item Account

202806 05/16/2018

Inv 110086/1

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	Citywide Irrigation Supplies	101-6010-6410-8180-000	153.41

Inv 110086/1 Total 153.41

Inv 135841/1

Line Item Date	Line Item Description	Line Item Account	
04/10/2018	Water Distribution Parts Supply Install Air/Releif Valve	500-6010-6710-8020-000	320.20

Inv 135841/1 Total 320.20

202806 Total: 473.61

JHMS8020 - JHM Supply Total: 473.61

KAR1897 - Karbelnig, Dr. Alan Line Item Account

202807 05/16/2018

Inv 4/23/18

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Psychological Evaluation Fee	101-4010-4011-8170-000	300.00

Inv 4/23/18 Total 300.00

202807 Total: 300.00

KAR1897 - Karbelnig, Dr. Alan Total: 300.00

KEY2011 - Keyser Marston Associates Inc Line Item Account

202808 05/16/2018

Inv 0032024

Line Item Date	Line Item Description	Line Item Account	
04/05/2018	Consulting Svc Housing Programs & Commerical Linkage Fees 3/1	101-7010-7011-8180-000	14,560.00

Check Number	Check Date		Amount
Inv 0032024 Total			14,560.00
202808 Total:			14,560.00
KEY2011 - Keyser Marston Associates Inc Total:			14,560.00

KLSR8032 - Kidz Love Soccer Line Item Account

202809 05/16/2018

Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Instructor Soccer Classes	101-8030-8032-8267-000	917.15
Inv Spring 2018 Total			917.15
202809 Total:			917.15
KLSR8032 - Kidz Love Soccer Total:			917.15

KIL8856 - Kilby, Sally Line Item Account

202810 05/16/2018

Inv 4/20/18

Line Item Date	Line Item Description	Line Item Account	
04/20/2018	Reimburse Rental of Tables for 4/20/18 VolunteerRecognitionLunch	101-8010-8011-8257-000	159.12
Inv 4/20/18 Total			159.12
202810 Total:			159.12
KIL8856 - Kilby, Sally Total:			159.12

JYKM5270 - Kim, Jee Yoon Line Item Account

202811 05/16/2018

Inv R91093

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Dropped Hip Hop Class	101-0000-0000-5270-002	40.00
Inv R91093 Total			40.00
202811 Total:			40.00
JYKM5270 - Kim, Jee Yoon Total:			40.00

KOAC6010 - KOA Line Item Account

202812 05/16/2018

Inv JB73058-9

Line Item Date	Line Item Description	Line Item Account

Check Number	Check Date			Amount
04/16/2018	Engineering Design Svcs-Fair Oaks Ave.Traffic Signal 2/26-4/1/18	207-9000-9192-9192-000		3,717.50
Inv JB73058-9 Total				3,717.5
Inv JB73058-9a				
Line Item Date	Line Item Description	Line Item Account		
04/16/2018	Engineering Design Svcs-Fair Oaks Ave.Traffic Signal 2/26-4/1/18	277-9000-9192-9192-000		2,570.00
Inv JB73058-9a Total				2,570.00
202812 Total:				6,287.50
KOAC6010 - KOA Total:				6,287.50
LTAP5500 - L.A.C. M. T. A. Line Item Account				
202813	05/16/2018			
Inv 101931				
Line Item Date	Line Item Description	Line Item Account		
04/11/2018	Metro Pass Sales	205-0000-0000-5500-000		460.00
04/11/2018	Metro Pass Sales	205-8030-8024-8250-000		460.00
Inv 101931 Total				920.00
202813 Total:				920.00
LTAP5500 - L.A.C. M. T. A. Total:				920.00
LIFE822 - Life-Assist Inc. Line Item Account				
202814	05/16/2018			
Inv 850817				
Line Item Date	Line Item Description	Line Item Account		
04/13/2018	FD Medical Supplies	101-5010-5011-8025-000		356.97
Inv 850817 Total				356.97
202814 Total:				356.97
LIFE822 - Life-Assist Inc. Total:				356.97
LPPM8257 - Lippman, Andy Line Item Account				
202815	05/16/2018			
Inv 4/20/18				
Line Item Date	Line Item Description	Line Item Account		
04/18/2018	Reimburse Food for 4/20/18 Volunteer Recognition Lunch	101-8010-8011-8257-000		379.91
Inv 4/20/18 Total				379.91

Check Number	Check Date		Amount
202815 Total:			379.91
LPPM8257 - Lippman, Andy Total:			379.91
MAQ7777 - Maqbool, Zahra Line Item Account			
202816	05/16/2018		
Inv R91087			
Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Dropped Soccer Class	101-0000-0000-5270-002	114.00
Inv R91087 Total			114.00
202816 Total:			114.00
MAQ7777 - Maqbool, Zahra Total:			114.00
AMMZ8032 - Martinez, Alma Line Item Account			
202817	05/16/2018		
Inv Spring 2018			
Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Instructor Zumba Classes	101-8030-8032-8267-000	579.80
Inv Spring 2018 Total			579.80
202817 Total:			579.80
AMMZ8032 - Martinez, Alma Total:			579.80
MER2145 - Merit Oil Company Line Item Account			
202818	05/16/2018		
Inv 453506			
Line Item Date	Line Item Description	Line Item Account	
04/26/2018	FD Vehicles Diesel Fuel	101-5010-5011-8105-000	6,549.23
Inv 453506 Total			6,549.23
202818 Total:			6,549.23
MER2145 - Merit Oil Company Total:			6,549.23
MMV9126 - Mission Meridian Village POA Line Item Account			
202819	05/16/2018		
Inv COM001			
Line Item Date	Line Item Description	Line Item Account	
04/26/2018	POA Dues Hospital Utility 5/18	226-2010-2029-8060-000	804.13

Check Number	Check Date			Amount
Inv COM001 Total				804.13
Inv COM002				
Line Item Date	Line Item Description		Line Item Account	
05/01/2018	POA Ducs Parking 5/18		207-2010-2260-8061-000	1,730.17
Inv COM002 Total				1,730.17
202819 Total:				2,534.30
MMV9126 - Mission Meridian Village POA Total:				2,534.30
EVMY2920 - Monroy, Elvia Line Item Account				
202820	05/16/2018			
Inv R91096				
Line Item Date	Line Item Description		Line Item Account	
04/30/2018	Refund WMB Deposit Rental 4/14/18		101-0000-0000-2920-000	500.00
Inv R91096 Total				500.00
202820 Total:				500.00
EVMY2920 - Monroy, Elvia Total:				500.00
NDGC1022 - National Demographics Corp. Line Item Account				
202821	05/16/2018			
Inv 2018-14				
Line Item Date	Line Item Description		Line Item Account	
04/14/2018	City of South Pasadena Districting		101-1020-1022-8170-000	20,000.00
Inv 2018-14 Total				20,000.00
202821 Total:				20,000.00
NDGC1022 - National Demographics Corp. Total:				20,000.00
NRPA8031 - Nat'l Recreation & Park Assn. Line Item Account				
202822	05/16/2018			
Inv ID # 102004				
Line Item Date	Line Item Description		Line Item Account	
05/07/2018	NRPA Membership - Sheila Pautsch		101-8030-8031-8060-000	170.00
Inv ID # 102004 Total				170.00
202822 Total:				170.00

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

JNNP5270 - Northrup, Jennifer Line Item Account

202823 05/16/2018

Inv R91176

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Refund Cancelled Park Rsvp Fee	101-0000-0000-5270-005	37.50

Inv R91176 Total 37.50

202823 Total: 37.50

JNNP5270 - Northrup, Jennifer Total: 37.50

OCL8011 - OCLC Inc. Line Item Account

202824 05/16/2018

Inv 0000590334

Line Item Date	Line Item Description	Line Item Account	
03/31/2018	Library Main Computer Svcs for Cataloguing	101-8010-8011-8180-000	6,442.04

Inv 0000590334 Total 6,442.04

Inv 183032/310659

Line Item Date	Line Item Description	Line Item Account	
04/28/2014	Library Main Computer Svcs for Cataloguing CREDIT	101-8010-8011-8180-000	-1,016.71

Inv 183032/310659 Total -1,016.71

Inv 199829-552426

Line Item Date	Line Item Description	Line Item Account	
09/12/2017	Library Main Computer Svcs for Cataloguing CREDIT	101-8010-8011-8180-000	-1,610.51

Inv 199829-552426 Total -1,610.51

202824 Total: 3,814.82

OCL8011 - OCLC Inc. Total: 3,814.82

OFF4011 - Office Solutions Line Item Account

202825 05/16/2018

Inv I-01352825

Line Item Date	Line Item Description	Line Item Account	
04/13/2018	PD Office Supplies	101-4010-4011-8000-000	122.79

Inv I-01352825 Total 122.79

Inv I-01355315

Line Item Date	Line Item Description	Line Item Account

Check Number	Check Date			Amount
04/18/2018	PD Office Supplies		101-4010-4011-8000-000	435.36
Inv I-01355315 Total				435.3
Inv PCR-174031				
Line Item Date	Line Item Description		Line Item Account	
04/18/2018	PD Office Supplies CREDIT		101-4010-4011-8000-000	-156.50
Inv PCR-174031 Total				-156.50
202825 Total:				401.65
OFF4011 - Office Solutions Total:				401.65
OVDR8011 - OverDrive Inc. Line Item Account				
202826	05/16/2018			
Inv 01148CO18066689				
Line Item Date	Line Item Description		Line Item Account	
04/13/2018	eBooks		101-8010-8011-8080-000	833.84
Inv 01148CO18066689 Total				833.84
Inv 01148DA18068697				
Line Item Date	Line Item Description		Line Item Account	
04/17/2018	eBooks		101-8010-8011-8080-000	169.9
Inv 01148DA18068697 Total				169.99
Inv 01148DA18073156				
Line Item Date	Line Item Description		Line Item Account	
04/24/2018	eBooks		101-8010-8011-8080-000	15.99
Inv 01148DA18073156 Total				15.99
202826 Total:				1,019.82
OVDR8011 - OverDrive Inc. Total:				1,019.82
PRKA8267 - Parker-Anderson Line Item Account				
202827	05/16/2018			
Inv Spring 2018				
Line Item Date	Line Item Description		Line Item Account	
05/01/2018	Instructor Chess, Architecture, Lego & Pokeman Classes		101-8030-8032-8267-000	1,358.50
Inv Spring 2018 Total				1,358.50
202827 Total:				1,358.5

PRKA8267 - Parker-Anderson Total: 1,358.50

PHS4011 - Pasadena Humane Society Line Item Account
202828 05/16/2018
Inv May 2018

Line Item Date	Line Item Description	Line Item Account	
05/02/2018	PD Animal Control Svcs 5/18	101-4010-4011-8180-000	10,124.50

Inv May 2018 Total 10,124.50

Inv May 2018 Apr CR

Line Item Date	Line Item Description	Line Item Account	
05/02/2018	PD Animal Control Svcs 50% Licensing CREDIT 4/18	101-4010-4011-8180-000	-1,182.50

Inv May 2018 Apr CR Total -1,182.50

202828 Total: 8,942.00

PHS4011 - Pasadena Humane Society Total: 8,942.00

PAS8032 - Pasadena Ice Skating Center Line Item Account
202829 05/16/2018
Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Instructor Ice Skating Class	101-8030-8032-8267-000	256.00

Inv Spring 2018 Total 256.00

202829 Total: 256.00

PAS8032 - Pasadena Ice Skating Center Total: 256.00

PAY7788 - Payke Gymnastics Line Item Account
202830 05/16/2018
Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Instructor Gymnastic Classes	101-8030-8032-8267-000	264.00

Inv Spring 2018 Total 264.00

202830 Total: 264.00

PAY7788 - Payke Gymnastics Total: 264.00

?FDF8032 - Petite Feet D & F Line Item Account
202831 05/16/2018

Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Instructor Gymnastic Class	101-8030-8032-8267-000	390.00

Inv Spring 2018 Total 390.00

202831 Total: 390.00

PFDF8032 - Petite Feet D & F Total: 390.00

PHOE4610 - Phoenix Group Information Systems Line Item Account

202832 05/16/2018

Inv 032018184

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	PD Citation/Permit Processing for 3/18	101-0000-0000-4610-000	987.04
04/17/2018	PD Citation/Permit Processing for 3/18	101-0000-0000-4460-000	459.20

Inv 032018184 Total 1,446.24

202832 Total: 1,446.24

PHOE4610 - Phoenix Group Information Systems Total: 1,446.24

TNPL8267 - Plasil, Anton Line Item Account

202833 05/16/2018

Inv April 2018

Line Item Date	Line Item Description	Line Item Account	
04/26/2018	Instructor Line Dance Class	101-8030-8021-8267-000	104.00

Inv April 2018 Total 104.00

Inv April 2018*

Line Item Date	Line Item Description	Line Item Account	
04/26/2018	Instructor Ballroom Dance Class	101-8030-8021-8267-000	56.80

Inv April 2018* Total 56.80

202833 Total: 160.80

TNPL8267 - Plasil, Anton Total: 160.80

POIN8032 - Pointe by Pointe Line Item Account

202834 05/16/2018

Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Instructor Ballet Class	101-8030-8032-8267-000	132.00

Inv Spring 2018 Total 132.00

202834 Total: 132.00

POIN8032 - Pointe by Pointe Total: 132.00

POMS5010 - Postmaster Line Item Account

202835 05/16/2018

Inv BRMPermit#1000

Line Item Date	Line Item Description	Line Item Account	
04/20/2018	Fire Dept BRM Permit# 1000 - Annual Renewal	101-5010-5011-8010-000	225.00

Inv BRMPermit#1000 Total 225.00

202835 Total: 225.00

POMS5010 - Postmaster Total: 225.00

PEDS6010 - Prime Electric Distributors Line Item Account

202836 05/16/2018

Inv S1370132.001

Line Item Date	Line Item Description	Line Item Account	
03/26/2018	High Pressure Sodium Lamps Replacement & Stock	215-6010-6201-8020-000	217.58

Inv S1370132.001 Total 217.58

Inv S1370650.001

Line Item Date	Line Item Description	Line Item Account	
04/04/2018	LED Facility Indoor Replacement Lights	101-6010-6601-8020-000	124.58

Inv S1370650.001 Total 124.58

202836 Total: 342.16

PEDS6010 - Prime Electric Distributors Total: 342.16

PGXI4011 - Prime Graphix Inc. Line Item Account

202837 05/16/2018

Inv 2237

Line Item Date	Line Item Description	Line Item Account	
05/04/2018	PD Unit# 1405 Full Vehicle Graphics	101-4010-4011-8100-000	527.05

Inv 2237 Total 527.05

202837 Total: 527.05

PGXI4011 - Prime Graphix Inc. Total: 527.05

Check Number	Check Date	Amount

QUI7779 - Quinn Company Line Item Account

202838 05/16/2018

Inv S1806201

Line Item Date	Line Item Description	Line Item Account	
04/11/2018	Street Dept. Caterpillar Wheel Loader	230-6010-6116-8540-000	146,639.55
Inv S1806201 Total			146,639.55
202838 Total:			146,639.55
QUI7779 - Quinn Company Total:			146,639.55

RGWA2980 - Rangwala Associates Line Item Account

202839 05/16/2018

Inv 1616

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Consulting Svcs - General Plan/DTSP 4/18	101-0000-0000-3085-000	38,229.00
Inv 1616 Total			38,229.00
202839 Total:			38,229.00
RGWA2980 - Rangwala Associates Total:			38,229.00

RED8995 - Red Wing Shoe Store Line Item Account

202840 05/16/2018

Inv 20180419026568

Line Item Date	Line Item Description	Line Item Account	
04/19/2018	Safety Boots - Richard Arriola	210-6010-6501-8134-000	216.79
Inv 20180419026568 Total			216.79
202840 Total:			216.79
RED8995 - Red Wing Shoe Store Total:			216.79

RHAL9158 - RHA Landscape Architects-Planners Line Item Account

202841 05/16/2018

Inv 0318034

Line Item Date	Line Item Description	Line Item Account	
03/25/2018	Arroyo Seco Pedestrian & Bike Path Professional Svcs	101-9000-9160-9160-000	28.20
Inv 0318034 Total			28.20
202841 Total:			28.20

RHAL9158 - RHA Landscape Architects-Planners Total: 28.20

RIO2546 - Rio Hondo College RTC Line Item Account
202842 05/16/2018
Inv S18-180-ZSPS

Line Item Date	Line Item Description	Line Item Account	
04/27/2018	Physical Agility Testing	101-4010-4011-8020-000	27.60

Inv S18-180-ZSPS Total 27.60

202842 Total: 27.60

RIO2546 - Rio Hondo College RTC Total: 27.60

RKPO8032 - RK Promos Line Item Account
202843 05/16/2018
Inv 1210

Line Item Date	Line Item Description	Line Item Account	
04/21/2018	Comm. Svc Promotional Items	101-8030-8032-8180-000	2,081.65

Inv 1210 Total 2,081.65

202843 Total: 2,081.65

RKPO8032 - RK Promos Total: 2,081.65

RIPU8540 - Roadline Products Inc. USA Line Item Account
202844 05/16/2018
Inv 13960

Line Item Date	Line Item Description	Line Item Account	
03/14/2018	Street Dept. Signs & Maint. Hardware	230-6010-6116-8020-000	1,011.14

Inv 13960 Total 1,011.14

202844 Total: 1,011.14

RIPU8540 - Roadline Products Inc. USA Total: 1,011.14

NERZ5270 - Rodriguez, Noelia Line Item Account
202845 05/16/2018
Inv R91089

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Dropped West Coast Dance Class	101-0000-0000-5270-002	33.00

Inv R91089 Total 33.00

Check Number	Check Date			Amount
202845 Total:				33.00
NERZ5270 - Rodriguez, Noelia Total:				33.00
RMSF8025 - Route Match Software Line Item Account				
202846	05/16/2018			
Inv 34871				
Line Item Date	Line Item Description		Line Item Account	
04/27/2018	Transit Tablet Covers		101-0000-0000-2700-000	-17.10
04/27/2018	Transit Tablet Covers		207-8030-8025-8100-000	197.10
Inv 34871 Total				180.00
202846 Total:				180.00
RMSF8025 - Route Match Software Total:				180.00
SGVMC111 - San Gabriel Valley Medical Center Line Item Account				
202847	05/16/2018			
Inv 816150				
Line Item Date	Line Item Description		Line Item Account	
04/18/2018	PD Blood Alcohol w/Drawal - Renaldo Romero		101-4010-4011-8170-000	48.00
Inv 816150 Total				48.00
202847 Total:				48.00
SGVMC111 - San Gabriel Valley Medical Center Total:				48.00
SAN4958 - San Marino Security System Line Item Account				
202848	05/16/2018			
Inv 00114330				
Line Item Date	Line Item Description		Line Item Account	
04/05/2018	Billicke & Raymond Tanks Security System Apr - Jun 2018		500-6010-6711-8170-000	228.00
Inv 00114330 Total				228.00
Inv 00114331				
Line Item Date	Line Item Description		Line Item Account	
04/05/2018	Wilson Reservoir Security System Apr - Jun 2018		500-6010-6711-8170-000	207.00
Inv 00114331 Total				207.00
202848 Total:				435.00
SAN4958 - San Marino Security System Total:				435.00

Check Number	Check Date		Amount

SAN8032 - San Pascual Stables Line Item Account

202849 05/16/2018

Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
04/24/2018	Instructor Horsemanship Classes	101-8030-8032-8267-000	1,080.00
Inv Spring 2018 Total			1,080.00
202849 Total:			1,080.00
SAN8032 - San Pascual Stables Total:			1,080.00

GESZ5270 - Sanchez, George Line Item Account

202850 05/16/2018

Inv R91088

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Spring 2018 Class - Signed Up for Incorrect Class	101-0000-0000-5270-002	83.00
Inv R91088 Total			83.00
202850 Total:			83.00
GESZ5270 - Sanchez, George Total:			83.00

SCF1400 - SC Fuels Line Item Account

202851 05/16/2018

Inv 11386897

Line Item Date	Line Item Description	Line Item Account	
04/18/2018	City Vehicles Fuel	101-6010-6011-8100-000	151.86
04/18/2018	City Vehicles Fuel	101-5010-5011-8105-000	607.43
04/18/2018	City Vehicles Fuel	101-7010-7011-8100-000	151.85
04/18/2018	City Vehicles Fuel	101-4010-4011-8105-000	6,529.85
Inv 11386897 Total			7,440.99

Inv 1138697

Line Item Date	Line Item Description	Line Item Account	
04/18/2018	City Vehicles Fuel	101-2010-2011-8100-000	151.86
Inv 1138697 Total			151.86
202851 Total:			7,592.85
SCF1400 - SC Fuels Total:			7,592.85

SHO6666 - Shono, Jean Line Item Account

202852 05/16/2018

Inv April 2018

Line Item Date	Line Item Description	Line Item Account	
04/26/2018	Instructor Crochet Class	101-8030-8021-8267-000	44.00

Inv April 2018 Total 44.00

202852 Total: 44.00

SHO6666 - Shono, Jean Total: 44.00

SHLG2910 - Shouse Law Group Line Item Account

202853 05/16/2018

Inv R83229

Line Item Date	Line Item Description	Line Item Account	
05/03/2018	Refund Subpoena Deposit - Perez	101-0000-0000-2910-002	275.00

Inv R83229 Total 275.00

202853 Total: 275.00

SHLG2910 - Shouse Law Group Total: 275.00

SHO7777 - Showcases Line Item Account

202854 05/16/2018

Inv 305672

Line Item Date	Line Item Description	Line Item Account	
04/11/2018	DVD & Blu Ray Cases	101-8010-8011-8020-000	468.24
04/11/2018	DVD & Blu Ray Cases	101-8010-8011-8020-000	-37.86

Inv 305672 Total 430.38

Inv 305836

Line Item Date	Line Item Description	Line Item Account	
04/20/2018	Blu Ray Cases	101-0000-0000-2700-000	-11.31
04/20/2018	Blu Ray Cases	101-8010-8011-8020-000	139.83

Inv 305836 Total 128.52

202854 Total: 558.90

SHO7777 - Showcases Total: 558.90

WLST8267 - Shuttic, William Line Item Account

202855 05/16/2018

Inv April 2018

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Instructor Functional Fitness Class	101-8030-8021-8267-000	650.00

Check Number	Check Date		Amount
Inv April 2018 Total			650.00
202855 Total:			650.00
WLST8267 - Shuttic, William Total:			650.00

REP6115 - Siemens Industry Inc. Line Item Account

202856 05/16/2018

Inv 5610101492

Line Item Date	Line Item Description	Line Item Account	
04/12/2018	Citywide Traffic Signal Maint. 3/18	215-6010-6115-8180-000	2,163.63
Inv 5610101492 Total			2,163.63

Inv 5620014044

Line Item Date	Line Item Description	Line Item Account	
04/12/2018	Citywide Traffic SignalResponse Call Outs 3/18	215-6010-6115-8180-000	351.78
Inv 5620014044 Total			351.78

Inv 5620018592

Line Item Date	Line Item Description	Line Item Account	
02/19/2018	Fremont/Mission Replace Pedestrian Push Button	215-6010-6115-8180-000	1,249.54
Inv 5620018592 Total			1,249.54
202856 Total:			3,764.95
REP6115 - Siemens Industry Inc. Total:			3,764.95

TAHZ8267 - Sound Appeal Line Item Account

202857 05/16/2018

Inv Spring 2018

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Instructor Piano Classes	101-8030-8032-8267-000	1,196.00
Inv Spring 2018 Total			1,196.00
202857 Total:			1,196.00
TAHZ8267 - Sound Appeal Total:			1,196.00

SCIV4011 - South Cities Investigations Line Item Account

202858 05/16/2018

Inv SPPD-18-2

Line Item Date	Line Item Description	Line Item Account	
04/30/2018	3 Background Investigation Fees	101-4010-4011-8170-000	3,300.00

Check Number	Check Date			Amount
Inv SPPD-18-2 Total				3,300.00
202858 Total:				3,300.00
SCIV4011 - South Cities Investigations Total:				3,300.00
SOUT8020 - South Coast A.Q.M.D. Line Item Account				
202859	05/16/2018			
Inv 3269504				
Line Item Date	Line Item Description		Line Item Account	
04/17/2018	AQMD Annual Fees July 2017 - June 2018 @ 1414 Mission St.		101-6010-6601-8020-000	128.61
Inv 3269504 Total				128.61
202859 Total:				128.61
SOUT8020 - South Coast A.Q.M.D. Total:				128.61
STA5219 - Staples Business Advantage Line Item Account				
202860	05/16/2018			
Inv 3373089639				
Line Item Date	Line Item Description		Line Item Account	
03/29/2018	Library Office Supplies		101-8010-8011-8000-000	245.23
Inv 3373089639 Total				245.23
Inv 3373089642				
Line Item Date	Line Item Description		Line Item Account	
03/29/2018	Plan/Bldg Office Supplies		101-7010-7011-8000-000	214.64
Inv 3373089642 Total				214.64
Inv 3373897459				
Line Item Date	Line Item Description		Line Item Account	
04/04/2018	Library Office Supplies		101-8010-8011-8000-000	21.01
Inv 3373897459 Total				21.01
Inv 3373897460				
Line Item Date	Line Item Description		Line Item Account	
04/04/2018	Plan/Bldg Office Supplies		101-7010-7011-8000-000	34.81
Inv 3373897460 Total				34.81
Inv 3373897461				
Line Item Date	Line Item Description		Line Item Account	
04/04/2018	Plan/Bldg Office Supplies		101-7010-7011-8000-000	17.67

Inv 3373897461 Total 17.67

Inv 3373897462

Line Item Date	Line Item Description	Line Item Account	
04/04/2018	Comm. Svcs Office Supplies	101-8030-8031-8000-000	65.60
04/04/2018	Comm. Svcs Office Supplies	101-8030-8021-8000-000	254.76

Inv 3373897462 Total 320.36

Inv 3374050452

Line Item Date	Line Item Description	Line Item Account	
04/06/2018	Library Office Supplies	101-8010-8011-8000-000	15.32

Inv 3374050452 Total 15.32

Inv 3374377987

Line Item Date	Line Item Description	Line Item Account	
04/07/2018	Plan/Bldg Office Supplies CREDIT	101-7010-7011-8000-000	-58.02

Inv 3374377987 Total -58.02

Inv 3374777517

Line Item Date	Line Item Description	Line Item Account	
04/11/2018	Yard Office Supplies	210-6010-6501-8000-000	52.70
04/11/2018	Yard Office Supplies	230-6010-6116-8000-000	52.70

Inv 3374777517 Total 105.40

Inv 3374847423

Line Item Date	Line Item Description	Line Item Account	
04/12/2018	Yard Office Supplies	101-6010-6410-8000-000	4.37

Inv 3374847423 Total 4.37

Inv 3374847424

Line Item Date	Line Item Description	Line Item Account	
04/12/2018	Yard Office Supplies	215-6010-6201-8000-000	165.87
04/12/2018	Yard Office Supplies	101-6010-6601-8000-000	165.88

Inv 3374847424 Total 331.75

Inv 3375295430

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	FD Office Supplies	101-5010-5011-8000-000	94.68

Inv 3375295430 Total 94.68

Inv 3375295431

Line Item Date	Line Item Description	Line Item Account	
04/17/2018	Library Office Supplies	101-8010-8011-8000-000	63.78

Inv 3375295431 Total 63.78

Check Number	Check Date		Amount
Inv 3375432856			
Line Item Date	Line Item Description	Line Item Account	
04/19/2018	Library Office Supplies	101-8010-8011-8020-000	155.36
Inv 3375432856 Total			155.36
Inv 3375830046			
Line Item Date	Line Item Description	Line Item Account	
04/22/2018	FD Office Supplies	101-5010-5011-8000-000	4.46
Inv 3375830046 Total			4.46
Inv 3376080563			
Line Item Date	Line Item Description	Line Item Account	
04/26/2018	FD Office Supplies	101-5010-5011-8000-000	59.37
Inv 3376080563 Total			59.37
202860 Total:			1,630.19
STA5219 - Staples Business Advantage Total:			1,630.19
STSM1020 - Studio Spectrum Line Item Account			
202861	05/16/2018		
Inv 18894			
Line Item Date	Line Item Description	Line Item Account	
03/29/2018	AV Services March 2018	101-1020-1021-8180-000	3,270.00
Inv 18894 Total			3,270.00
202861 Total:			3,270.00
STSM1020 - Studio Spectrum Total:			3,270.00
SSSS8267 - Super Soccer Stars Line Item Account			
202862	05/16/2018		
Inv Spring 2018			
Line Item Date	Line Item Description	Line Item Account	
04/30/2018	Instructor Super Soccer Stars Classes	101-8030-8032-8267-000	904.80
Inv Spring 2018 Total			904.80
202862 Total:			904.80
SSSS8267 - Super Soccer Stars Total:			904.80

Check Number	Check Date		Amount
SCRR4010 - Superior Court of CA, County of LA Line Item Account			
202863	05/16/2018		
Inv	April 2018		
Line Item Date	Line Item Description	Line Item Account	
05/03/2018	Court Fees April 2018	101-0000-0000-4610-000	7,499.50
Inv April 2018 Total			7,499.50
202863 Total:			7,499.50
SCRR4010 - Superior Court of CA, County of LA Total:			7,499.50
SPWS8020 - SupplyWorks Line Item Account			
202864	05/16/2018		
Inv	431661354		
Line Item Date	Line Item Description	Line Item Account	
03/07/2018	Janitorial Supplies	101-6010-6601-8020-000	229.68
03/07/2018	Janitorial Supplies	232-6010-6417-8020-000	114.83
Inv 431661354 Total			344.51
Inv	431990043		
Line Item Date	Line Item Description	Line Item Account	
03/09/2018	Janitorial Supplies	101-6010-6601-8020-000	2,108.96
03/09/2018	Janitorial Supplies	232-6010-6417-8020-000	1,054.48
Inv 431990043 Total			3,163.44
Inv	436631535		
Line Item Date	Line Item Description	Line Item Account	
04/18/2018	Janitorials Supplies	101-8010-8011-8120-000	287.05
Inv 436631535 Total			287.05
Inv	438275513		
Line Item Date	Line Item Description	Line Item Account	
05/02/2018	Janitorials Supplies	101-8010-8011-8120-000	412.38
Inv 438275513 Total			412.38
202864 Total:			4,207.38
SPWS8020 - SupplyWorks Total:			4,207.38
T3MT4011 - T3 Motion Line Item Account			
202865	05/16/2018		
Inv	2018-01289		
Line Item Date	Line Item Description	Line Item Account	
05/02/2018	PD Svc of T3 Units	101-4010-4011-8100-000	3,992.29

Check Number	Check Date		Amount
Inv 2018-01289 Total			3,992.29
202865 Total:			3,992.29
T3MT4011 - T3 Motion Total:			3,992.29

TAEV9224 - Total Access Elevator Inc. Line Item Account

202866 05/16/2018

Inv 27835

Line Item Date	Line Item Description	Line Item Account	
04/01/2018	Citywide Maint. on Elevators/Lifts Svc 3/18	101-6010-6601-8120-000	749.00
Inv 27835 Total			749.00
202866 Total:			749.00
TAEV9224 - Total Access Elevator Inc. Total:			749.00

TRE9241 - Trench Shoring Line Item Account

202867 05/16/2018

Inv 1094126-0016

Line Item Date	Line Item Description	Line Item Account	
04/18/2018	K - Rail for Hanscom & Illinois Dr.	230-6010-6116-8020-000	126.00
Inv 1094126-0016 Total			126.00
202867 Total:			126.00
TRE9241 - Trench Shoring Total:			126.00

UND6710 - Underground Service Alert Line Item Account

202868 05/16/2018

Inv 320180697

Line Item Date	Line Item Description	Line Item Account	
04/01/2018	Underground Svc Alerts 3/18	500-6010-6710-8020-000	274.00
Inv 320180697 Total			274.00
202868 Total:			274.00
UND6710 - Underground Service Alert Total:			274.00

UQMS8010 - Unique Mgmt Svcs Inc. Line Item Account

202869 05/16/2018

Check Number	Check Date			Amount
Inv 461834				
Line Item Date	Line Item Description		Line Item Account	
05/01/2018	Recovering Agency Svcs 4/18		101-8010-8011-8180-000	170.05
Inv 461834 Total				170.05
202869 Total:				170.05
UQMS8010 - Unique Mgmt Svcs Inc. Total:				170.05

POR4707 - United Site Services, Inc. Line Item Account

202870 05/16/2018

Inv 114-6610886

Line Item Date	Line Item Description	Line Item Account	
04/12/2018	Portable Toilet Svcs for Nelson Field 4/2-29/18	101-8030-8032-8180-000	217.93
Inv 114-6610886 Total			217.93
202870 Total:			217.93
POR4707 - United Site Services, Inc. Total:			217.93

UPP7789 - Upper S.G.Mun. Water Dist. Line Item Account

202871 05/16/2018

Inv 2/03-18

Line Item Date	Line Item Description	Line Item Account	
04/13/2018	Water Supply for Kolle Ave./Monterey Rd. 3/18	500-6010-6711-8231-000	172,283.80
Inv 2/03-18 Total			172,283.80
202871 Total:			172,283.80
UPP7789 - Upper S.G.Mun. Water Dist. Total:			172,283.80

VALL8011 - Valley Library Bindery Line Item Account

202872 05/16/2018

Inv 7292

Line Item Date	Line Item Description	Line Item Account	
04/23/2018	Bindery Books	101-8010-8011-8020-000	227.90
Inv 7292 Total			227.90
202872 Total:			227.90
VALL8011 - Valley Library Bindery Total:			227.90

Check Number	Check Date		Amount
VABS8010 - Ventura Busn Systems Inc. Line Item Account			
202873	05/16/2018		
Inv 13897			
Line Item Date	Line Item Description	Line Item Account	
11/07/2017	Library Envisionware Suite & Client Maint. Package	101-8010-8011-8180-000	759.00
Inv 13897 Total			759.00
202873 Total:			759.00
VABS8010 - Ventura Busn Systems Inc. Total:			759.00
VEWI8020 - Vision Electric Wholesale Inc. Line Item Account			
202874	05/16/2018		
Inv 30683			
Line Item Date	Line Item Description	Line Item Account	
04/23/2018	LED Emergency Lighting Replacements @ City Hall's 1st Fl Men R	101-6010-6601-8020-000	70.00
Inv 30683 Total			70.00
202874 Total:			70.00
VEWI8020 - Vision Electric Wholesale Inc. Total:			70.00
VORT6116 - Vortex Industries, Inc Line Item Account			
202875	05/16/2018		
Inv 03-1156829-1			
Line Item Date	Line Item Description	Line Item Account	
08/14/2017	FD Bldg Maint. CREDIT	101-6010-6601-8020-000	-54.90
Inv 03-1156829-1 Total			-54.90
Inv 03-1232460-1			
Line Item Date	Line Item Description	Line Item Account	
04/04/2018	FD Bldg Maint. Repair Steel Overhead Door	101-5010-5011-8120-000	328.12
Inv 03-1232460-1 Total			328.12
202875 Total:			273.22
VORT6116 - Vortex Industries, Inc Total:			273.22
ANWD6410 - Ward, Andrew Line Item Account			
202876	05/16/2018		
Inv April 2018			
Line Item Date	Line Item Description	Line Item Account	
04/23/2018	Humane Bee Removal Svcs 4/18	101-6010-6410-8180-000	280.00

Check Number	Check Date			Amount
Inv April 2018 Total				280.00
202876 Total:				280.00
ANWD6410 - Ward, Andrew Total:				280.00
WES4152 - West Coast Arborists, Inc. Line Item Account				
202877	05/16/2018			
Inv 135781				
Line Item Date	Line Item Description		Line Item Account	
04/15/2018	Street Tree Maint. Svcs 4/1-15/18		215-6010-6310-8180-000	44,660.00
Inv 135781 Total				44,660.00
Inv 135782				
Line Item Date	Line Item Description		Line Item Account	
04/15/2018	Arborists Svcs 4/1-15/18		215-6010-6310-8180-000	385.00
Inv 135782 Total				385.00
202877 Total:				45,045.00
WES4152 - West Coast Arborists, Inc. Total:				45,045.00
WES4553 - Western Fence Line Item Account				
202878	05/16/2018			
Inv 20370				
Line Item Date	Line Item Description		Line Item Account	
04/17/2018	Fence @ Garfield Reservoir Nort Wall		500-6010-6711-8120-000	4,690.00
Inv 20370 Total				4,690.00
202878 Total:				4,690.00
WES4553 - Western Fence Total:				4,690.00
WES6711 - Western Water Works Support Ctr. Line Item Account				
202879	05/16/2018			
Inv 485633-00				
Line Item Date	Line Item Description		Line Item Account	
04/26/2018	Repair Clamps to Stock Depleted Supplies for Water Main Break		500-6010-6710-8020-000	1,608.01
Inv 485633-00 Total				1,608.01
Inv 487324-00				
Line Item Date	Line Item Description		Line Item Account	
04/03/2018	Parts 12" Gate Valve on 16" Transmission Main @ Grevelia & Bren		500-6010-6710-8020-000	3,745.86

Inv 487324-00 Total 3,745.86

202879 Total: 5,353.87

WES6711 - Western Water Works Support Ctr. Total: 5,353.87

WES8011 - Weston Woods Studios Line Item Account
202880 05/16/2018
Inv 16932578

Line Item Date	Line Item Description	Line Item Account	
04/18/2018	DVD's	101-8010-8011-8080-000	1,283.40

Inv 16932578 Total 1,283.40

202880 Total: 1,283.40

WES8011 - Weston Woods Studios Total: 1,283.40

WSWL4610 - Willard, Wesley Line Item Account
202881 05/16/2018
Inv 233125687

Line Item Date	Line Item Description	Line Item Account	
05/01/2018	Refund Citation	101-0000-0000-4610-000	48.00

Inv 233125687 Total 48.00

202881 Total: 48.00

WSWL4610 - Willard, Wesley Total: 48.00

SUWU3012 - Wu, Susan Line Item Account
202882 05/16/2018
Inv 4/25/18

Line Item Date	Line Item Description	Line Item Account	
04/25/2018	Refund Rebate	500-3010-3012-8032-000	100.00

Inv 4/25/18 Total 100.00

202882 Total: 100.00

SUWU3012 - Wu, Susan Total: 100.00

ZDAS8267 - Zahra Dance Arts Line Item Account
202883 05/16/2018

Check Number	Check Date			Amount
Inv	Spring 2018			
Line Item Date	Line Item Description		Line Item Account	
04/30/2018	Instructor Belly Dance Class		101-8030-8032-8267-000	561.60
04/24/2018	Instructor Belly Dance Class		101-8030-8032-8267-000	117.00
Inv Spring 2018 Total				678.60
202883 Total:				678.60
ZDAS8267 - Zahra Dance Arts Total:				678.60

MZLN8267 - Zeledon, Maria Line Item Account

202884	05/16/2018			
Inv	Spring 2018			
Line Item Date	Line Item Description		Line Item Account	
04/30/2018	Instructor Spanish K-2 Grade Classes		101-8030-8032-8267-000	1,021.87
Inv Spring 2018 Total				1,021.87
202884 Total:				1,021.87
MZLN8267 - Zeledon, Maria Total:				1,021.87
Total:				640,634.09

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ATTACHMENT 4
Payroll 05-04-18

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 05.04.18

Account Number	Account Name		05.16.18
101-0000-0000-1010-000	General Fund - Payroll cash		531,261.12
	Other Withholding Payables	$	219,660.89
101-0000-0000-1010-000	Net General Fund - Payroll Cash		311,600.23
	Insurance Adjustment		-
205-0000-0000-1010-000	Prop A - Payroll Cash		6,969.61
207-0000-0000-1010-000	Prop C - Payroll Cash		5,756.47
210-0000-0000-1010-000	Sewer Fund - Payroll Cash		9,894.37
211-0000-0000-1010-000	CTC Traffic Improvement		-
215-0000-0000-1010-000	Street Lighting & Landscape Asessment - PR Ca		5,382.15
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		12,314.14
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		42,830.75
700-0000-0000-2210-000	Internal Revenue Service		58,038.30
700-0000-0000-2220-000	Employment Development Dept.		22,441.81
700-0000-0000-2230-000	Internal Revenue Service		17,284.72
700-0000-0000-2240-000	PERS Pension		87,981.28
700-0000-0000-2260-000	Deferred Comp - Empower		12,859.48
700-0000-0000-2262-000	PERS Health - Actives		
101-3011-3041-7131-000	PERS Heatlh - Retirees		
Total Checks & Direct Deposits			**593,353.31**
Checks			15,288.22
Direct Deposits			379,459.50
I.R.S Payments			75,323.02
E.D.D. - State of CA			22,441.81
PERS Pension			87,981.28
Deferred Comp - Empower			12,859.48
PERS Health			
			593,353.31
To 700			599,120.39
Other PR Payable			219,660.89
ACH Payable			379,459.50

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants **05.16.18**

Vendor	Invoice #	Check #	Department	Description	Amount

No Items to be reported for this period.

RSA Report Total $ -

Richard D. Schneider M.D., Agency Chair

Evelyn G. Zneimer, Agency Secretary

Mariam Lee Ko, Interim Agency Treasurer

City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Marc Donohue, Chief City Clerk
Karen Aceves, Principal Management Analyst

SUBJECT: **Withdrawal of Discretionary Fund Appropriation from Councilmember Joe for the Ray Bradbury Mural at the South Pasadena Public Library**

Recommendation Action
It is recommended that the City Council approve a request by Councilmember Joe to withdraw his discretionary fund appropriation in the amount of $500, originally approved for the Ray Bradbury Mural at the South Pasadena Public Library.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Discussion/Analysis
At the April 19, 2017 Meeting, the City Council approved a discretionary fund request from Councilmember Joe in the amount of $500 to help cover the cost of the Ray Bradbury Mural at the Library. Since such time, Councilmember Joe is requesting to withdraw the appropriation of those funds and return it back to his discretionary fund due to a change of the location and the size of the mural, which would require approval by the City.

Background
In September 2004, the City Council approved the creation of discretionary spending budgets which allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. The City Council adopted the Fiscal Year (FY) 2017-18 Budget with $20,000 in the Discretionary Fund, $4,000 designated for each Councilmember. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena (City).

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

AGENDA ITEM 10

City Councilmembers Discretionary Funds
Fiscal Year 2016/17

Date Pledged		Cacciotti	Joe	Khubesrian	Mahmud	Schneider
	Prior Year Balance >	$9,578	$9,950	$8,000	$8,100	$9,600
	Plus Current Year Balance >	$4,000	$4,000	$4,000	$4,000	$4,000
	Total	*13,578*	*13,950*	*12,000*	*12,100*	*13,600*
10/19/2016	So. Pas. Beautiful Tree Planting					250
12/21/2016	Offset Losses by TOR Committee	1,000	1,000	1,000	1,000	1,000
4/19/2017	Ray Bradbury Mural at Library	500	0	500	1,000	1,500
5/3/2017	Sound Tech. Svcs. at Teen Concert				700	
6/21/2017	Eagle Scout Project	2,078				
6/21/2017	So. Pas. Beautiful Arbor Committee					850
6/21/2017	Senior Center Tower Garden			800		
6/21/2017	Senior Center Computers		1,000			
6/21/2017	Fire Dept. Educational Supplies		500			
6/21/2017	Children's Summer Reading Program		400			
6/21/2017	Shadow Box at Ray Bradbury Conf. Room		100			
	YTD Appropriations	*3,578*	*3,000*	*2,300*	*2,700*	*3,600*
Available at 6/30/17		**$10,000**	**$10,950**	**$9,700**	**$9,400**	**$10,000**

City Councilmembers Discretionary Funds
Fiscal Year 2017/18

Date Pledged		Cacciotti	Joe	Khubesrian	Mahmud	Schneider
	Prior Year Balance >	$10,000	$10,500	$9,700	$9,400	$10,000
	Plus Current Year Balance >	$4,000	$4,000	$4,000	$4,000	$4,000
	Total	*14,000*	*14,500*	*13,700*	*13,400*	*14,000*
7/19/2017	Native Plants for the Nature Park	200	250	250	250	250
9/20/2017	Eagle Scout Project - Nature Park Sign	300	100	50		
10/4/2017	SPARC Utility Art Box	250	250	250		
1/17/2018	U.S. Post Office Frontage Improvements	500				
1/17/2018	Memorial Stone for Armazd Andressian, Jr.		150			
1/17/2018	So. Pasadena PTA Special Needs Conference		150			
2/7/2018	So. Pasadena PTA Special Needs Conference	250		200	250	
2/21/2018	Bicycle Lights for Bike SGV Pilot Program	250				
5/2/2018	Goody Bags for participants in Be Kind to Animals Week				104	
	YTD Appropriations	*1,750*	*900*	*750*	*604*	*250*
Available at 05/02/2018		**$12,250**	**$13,600**	**$12,950**	**$12,796**	**$13,750**

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact
If this item is approved by the City Council, $500 will be refunded into Councilmember Joe's discretionary fund.

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

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Arthur Miller, Chief of Police
Bob Bartl, Acting Captain

SUBJECT: **Second Reading and Adoption of an Ordinance Amending South Pasadena Municipal Code Chapter 17 (Health and Sanitation) Article V (Smoking-Prohibited), Sections 17.52 (Definitions), 17.53 (Application to City-Owned Vehicles, Buildings and Facilities), 17.54 (Prohibition of Smoking in Public Parks), 17.56 (Prohibition of Smoking in Public Places), 17.57 (Reasonable Distance Required), 17.58-1 (Purchaser Identification), and Adding a New Section 17.56-1 (Smoking Prohibited on Public Sidewalks) and Amending Sections 17.80 (Purpose) and 17.92 (Smoking and Smoke Generally), of Article VIII (Smoke-Free Housing)**

Recommendation Action
It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt an ordinance amending the South Pasadena Municipal Code (SPMC) Chapter 17 Article V Sections 17.52, 17.53, 17.54, 17.56, 17.57 and 17.58-1 and adding a new Section 17.56-1, and amending Article VIII Sections 17.80 and 17.92 to:

1. Prohibit smoking in all public sidewalks, walkways, parkways, curbs and gutters;
2. Conform certain sections of the chapter to be consistent with state law;
    a. The legal age to purchase tobacco and smoking products to 21, consistent with state law;
    b. Clarify that "smoking" prohibitions apply to cannabis, consistent with state law (Health & Safety Code Section 11362.3); and
3. Add minor clean-up items such as clarification of definitions.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Community Outreach
The community had an opportunity to speak on this matter at the May 2, 2018, City Council

AGENDA ITEM 11

meeting when the ordinance was introduced for first reading. There will be another opportunity for public comment prior to adoption at the May 16, 2018 City Council Meeting. Upon approval, the policy change will be published through the City's website and social media channels.

Discussion/Analysis
The current ordinance prohibits smoking in all enclosed/indoor public places such as public parks, public meeting rooms, public restrooms, elevators, theaters and auditoriums, restaurants and bars, supermarkets, museums, libraries within the City of South Pasadena and unenclosed/ outdoor places such as public transportation facilities and vending vehicles. "Smoking" is defined as the combustion of any cigar, cigarette, pipe, or any similar article, using any form of tobacco, nicotine or other combustible substance in any form; or inhaling or exhaling upon, vaporizing, or otherwise using any electronic smoking device.

The City of South Pasadena (City) has researched and considered ordinance amendments which would expand the areas where smoking is prohibited. Amending the current ordinance to include all city-owned public sidewalks, walkways, parkways, curbs and gutters would effectively and significantly reduce the amount of exposure of secondhand smoke to the public.

Background
In response to public concern regarding the effects of secondhand smoke to children walking to school, the City Council directed staff to seek options to expand prohibition of smoking in public places including but not limited to schools, public parks, corridors and areas in which secondhand smoke would adversely affect vulnerable populations such as children and seniors. Staff recommends amending the current ordinance to prohibit smoking in all public sidewalks, walkways, parkways, curbs and gutters.

With the approval of this amendment, the City of South Pasadena would be among over 40 other California cities such as Burbank, Agoura Hills, Manhattan Beach, Laguna Beach, Calabasas, Oceanside, Del Mar, Santa Monica, San Rafael, that have banned smoking in public places and on sidewalks.

On May 2, 2018, the ordinance was introduced for first reading. The City Council unanimously approved the proposed amendments, with a minor modification in Section 17.54 removing reference to "recreation centers" (Mahmud, Cacciotti).

Next Steps
1. Educate the public of the policy change.
2. Add appropriate signage.

Legal Review
The City Attorney has reviewed this item.

Fiscal Impact
If the ordinance is adopted by the City Council, staff will put together a signage plan and determine costs for the purchase and installation of signs.

Environmental Analysis
This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 California Code Regulations Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

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

Attachments:
1. Ordinance Amending SPMC Chapter 17 (Health and Sanitation) Article V (Smoking-Prohibited), Sections 17.52 (Definitions), 17.53 (Application to City-Owned Vehicles, Buildings and Facilities), 17.54 (Prohibition of Smoking in Public Parks and Recreation Centers), 17.56 (Prohibition of Smoking in Public Places), 17.57 (Reasonable Distance Required), 17.58-1 (Purchaser Identification), and Adding a New Section 17.56-1 (Smoking Prohibited on Public Sidewalks) and Amending Sections 17.80 (Purpose) and 17.92 (Smoking and Smoke Generally), of Article VIII (Smoke-Free Housing)
2. Redline version of SPMC Chapter 17, Articles V and VIII showing amendments

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ATTACHMENT 1

Ordinance Amending SPMC Chapter 17 (Health and Sanitation) Article V (Smoking-Prohibited), Sections 17.52 (Definitions), 17.53 (Application to City-Owned Vehicles, Buildings and Facilities), 17.54 (Prohibition of Smoking in Public Parks), 17.56 (Prohibition of Smoking in Public Places), 17.57 (Reasonable Distance Required), 17.58-1 (Purchaser Identification), and Adding a New Section 17.56-1 (Smoking Prohibited on Public Sidewalks) and Amending Sections 17.80 (Purpose) and 17.92 (Smoking and Smoke Generally), of Article VIII (Smoke-Free Housing)

ORDINANCE NO.____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 17 (HEALTH AND SANITATION) SECTIONS 17.52 (DEFINITIONS), 17.53 (APPLICATION TO CITY-OWNED VEHICLES, BUILDINGS AND FACILITIES), 17.54 (PROHIBITION OF SMOKING IN PUBLIC PARKS), 17.56 (PROHIBITION OF SMOKING IN PUBLIC PLACES), 17.57 (REASONABLE DISTANCE REQUIRED), 17.58-1 (PURCHASER IDENTIFICATION) OF ARTICLE V (SMOKING-PROHIBITED), ADDING A NEW SECTION 17.56-1 (SMOKING PROHIBITED ON PUBLIC SIDEWALKS), AND AMENDING SECTIONS 17.80 (PURPOSE) AND 17.92 (SMOKING AND SMOKE GENERALLY) OF ARTICLE VIII (SMOKE-FREE HOUSING)

SECTION 1. Section 17.52 (Definitions) of Article V (Smoking-Prohibited) of Chapter 17 (Health and Sanitation) is amended to read as follows:

17.52 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

A. "Bars" or "drinking establishment" means any establishment where alcoholic beverages and other drinks, including, but not limited to, juice, coffee, tea or soda are sold to the public for on-site consumption.

B. "Employer" means any person, partnership, corporation, including a municipal corporation, joint venture, business entity, or non-profit entity, who employs the services of one or more individual persons.

C. "Employee" means any person who is employed by any employer whether full-time, part-time, temporarily or by contract with a third party for direct or indirect monetary wages or profit.

D. "Enclosed" means closed in by a roof and four walls with appropriate openings for ingress and egress.

E. "Entertainment facilities" means pool halls, game halls, bingo parlors, bowling alleys, motion picture theaters and similar establishments.

F. "Parkway" means the portion of a street other than a roadway or a sidewalk, including a median and the area between the curb and the sidewalk, which may include landscaping.

G. "Restaurant" or "eating establishment" means any place where cooked or otherwise prepared food is served to the public, including a bistro, café, catering establishment, coffee shop, cafeteria, cantina, fast food service, luncheonette, soda fountain, tasting room, tavern, or other establishment where cooked or otherwise prepared food is sold to the public.

H. "School" means any public or private school providing instruction in kindergarten or any of grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

I. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product, including by not limited to cannabis, intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

J. "Service area" means any area where one or more persons are awaiting services of any kind, regardless of whether or not such service involves the exchange of money. Such services shall include, but is not limited to, sales of goods, giving information, directions or advices, and transfers of money or goods.

K. "Transit stop" means any indoor or outdoor area where a mass transit system stops to pick up and drop off passengers. Such transit stops shall include, but are not limited to, any signalized bus stop and commuter rail line station area.

L. "Workplace" means any enclosed place of employment where two or more employees are assigned to perform work for an employer.

M. "Vendor-assisted sale" means a purchase requiring a direct, face-to-face exchange between the retailer and the customer, in which the vendor has access to the tobacco product, and assists the customer by supplying the product. The customer does not take possession of the product until it is purchased.

N. "Tobacco product" means any manufactured substance made from the tobacco plant, including, but not limited to, cigarettes, e-cigarettes, electronic smoking devices (whether or not they actually contain nicotine), cigars, pipe tobacco, or products prepared from tobacco and designed for smoking.

O. "Electronic smoking device" means an electronic and/or battery-operated device, cartridge or component, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances, including by not limited to cannabis, to the user in the form of a vapor, including, but not limited to, any device manufactured, distributed, marketed, or sold as an "e-cigarette" or electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, alternative nicotine product or any other product name or descriptor. "Electronic smoking device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease."

SECTION 2. Section 17.53 (Application to City-Owned Vehicles, Buildings and Facilities) of Article V (Smoking-Prohibited) of Chapter 17 (Health and Sanitation) is amended to read as follows:

17.53 Application to city-owned vehicles, buildings, and facilities.
All city-owned vehicles, and all buildings and facilities owned and controlled by the City, shall be subject to the provisions of this chapter. "

SECTION 3. Section 17.54 (Prohibition of Smoking in Public Parks and Recreation Centers) of Article V (Smoking-Prohibited) of Chapter 17 (Health and Sanitation) is amended to read as follows:

17.54 Prohibition of smoking in public parks.
It is unlawful for any person to smoke and/or to possess a burning tobacco product, plant, including by not limited to cannabis, or other combustible substance, in or upon any dedicated city park, playground, open spaces directly connected and surrounding public facilities or recreation centers, excluding the smoking of tobacco products from the playing area of the City's public eighteen-hole golf course, but not excluding the miniature golf course, restaurant, putting green area and driving range located at the golf course and further, it is unlawful to dispose of lighted or unlighted cigars or cigarettes or cigarette butts in the aforementioned areas other than in designated waste receptacles."

SECTION 4. Section 17.56 (Prohibition of Smoking in Public Places) of Article V (Smoking-Prohibited) of Chapter 17 (Health and Sanitation) is amended to read as follows:

17.56 Prohibition of smoking in public places.
Except as otherwise provided in this chapter, it is unlawful to smoke in all public places within the City, including, but not limited to, the following:

A. Elevators in buildings generally used by and open to the public, including elevators in offices, hotels, and multifamily buildings;

B. Entertainment facilities;

C. Health care facilities and hospitals, as defined in Section 1250 of the California Health and Safety Code;

D. Parking garages;

E. Public meeting rooms, including hearing rooms, conference rooms, chambers, and places of public assembly;

F. Public restrooms;

G. Service Areas;

H. Theaters and auditoriums, including every publicly or privately owned theater, auditorium, or other enclosed facility which is open to the public for the primary purpose of exhibiting any motion picture, stage drama, musical recital, athletic event, or any other performance or event in all areas except in areas not open to the public. Every owner and/or manager of such theater, auditorium, or other enclosed facility used for the purposes stated herein, shall post signs conspicuously in the lobby stating that smoking is prohibited within the theater, auditorium or facility. This section shall not be construed to prevent smoking by performers in connection with a stage production or by persons making a presentation concerning addiction to tobacco or other drugs;

I. Restaurants and bars, including outdoor dining areas and patios serving said restaurants and bars, hotel lobbies, and common areas within hotels and motels, excluding guest rooms;

J. Retail food marketing establishments, including grocery stores, supermarkets and mini-markets;

K. Museums, libraries and public transportation facilities open to the public;

L. Any transit stop, commuter rail line station area and/or public transportation facility; and

M. Vending vehicles, as defined in Section 19.49-1 (Mobile food vending) of the SPMC."

SECTION 5. Section 17.56-1 (Smoking Prohibited on Public Sidewalks) of Article V (Smoking-Prohibited) of Chapter 17 (Health and Sanitation) is amended to read as follows:

17.56-1 Smoking prohibited on public sidewalks.
Smoking shall be prohibited on any public sidewalk or walkway, or any parkway, curb or gutter."

SECTION 6. Section 17.57 (Reasonable Smoking Distance Required) of Article V (Smoking-Prohibited) of Chapter 17 (Health and Sanitation) is amended to read as follows:

17.57 Reasonable smoking distance required.
Smoking shall be prohibited in any unenclosed area within a distance of twenty-five feet from an area in which smoking is prohibited under Sections 17.53 (Application to city-owned vehicles, buildings, and facilities), 17.54 (Prohibition of smoking in public parks and recreation centers), 17.56 (Prohibition of smoking in public places) and 17.58-2 (Prohibition of smoking in the workplace) of Article V (Smoking-Prohibited), Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code.

SECTION 7. Section 17.58-1 (Purchaser Identification) of Article V (Smoking-Prohibited) of Chapter 17 (Health and Sanitation) is amended to read as follows:

17.58-1 Purchaser identification.
The seller of any tobacco products shall require photographic identification if a purchaser reasonably appears to be under twenty-seven years of age. In compliance with federal and state law, tobacco products shall not be sold to anyone under twenty-one years of age."

SECTION 8. Section 17.80 (Purpose) of Article VIII (Smoke-Free Housing) of Chapter 17 (Health and Sanitation) is amended to read as follows:

17.80 Purpose.
It is the intent of the City Council of South Pasadena in enacting this article to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking; by protecting children from exposure to smoking where they live and play; and by protecting the public from nonconsensual exposure to secondhand smoke in and around their homes."

SECTION 9. Section 17.92 (Smoking and Smoke Generally) of Article VIII (Smoke-Free Housing) of Chapter 17 (Health and Sanitation) is amended to read as follows:

17.92 Smoking and smoke generally.

(a) The provisions of this article are restrictive only and establish no new rights for a person who engages in smoking. Notwithstanding (1) any provision of this article or other provisions of this code; (2) any failure by any person to restrict smoking under this article; or (3) any explicit or implicit provision of this code that allows smoking in any place, nothing in this code shall be interpreted to limit any person's legal rights under other laws with regard to smoking, including, for example, rights in nuisance, trespass, property damage, and personal injury or other legal or equitable principles.

(b) For all purposes within the jurisdiction of the City of South Pasadena, nonconsensual exposure to smoke occurring on or drifting into residential property is a nuisance, and the uninvited presence of smoke on residential property is a nuisance and a trespass."

SECTION 10. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 11. CEQA. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 California Code Regulations Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

SECTION 12. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code Section 36937.

SECTION 13. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

(SIGNATURES TO FOLLOW ON THE NEXT PAGE)

PASSED, APPROVED, AND ADOPTED this 16th day of May, 2018.

Richard D. Schneider, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
Redline version of SPMC
Chapter 17, Articles V
and VIII showing amendments

ARTICLE V. SMOKING—PROHIBITED

17.50 Findings and purpose.
The city council finds that the smoking of tobacco, or any other weed or plant, is a positive danger to health and a material annoyance, inconvenience, discomfort and a health hazard to those who are present in confined and open spaces, and that smoking rates are on the increase among the youth population of Los Angeles County.

In addition, the U.S. Surgeon General and the U.S. Environmental Protection Agency have concluded that secondhand smoke causes lung cancer and heart disease in healthy nonsmokers. In order to promote public health, safety and welfare, the declared purposes of this chapter are to prohibit the smoking of tobacco, or any weed or plant, in public places and places of employment, to protect the public health by restricting public exposure to secondhand smoke, and to restrict youth access to tobacco products, as stated and required in this chapter.

17.51 Authority.
This chapter is enacted pursuant to the provisions of Section 118910 of the California Health and Safety Code for the purpose of prohibiting smoking in public places and in places of work in order to eliminate the hazards and nuisance which smoking causes to those who are involuntarily exposed.

17.52 Definitions.
The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

A. "Bars" or "drinking establishment" means any establishment where alcoholic beverages and~~/or~~ other drinks, including, but not limited to, juice, coffee, tea or soda are sold to the public for on-site consumption.

B. "Employer" means any person, partnership, corporation, including a municipal corporation, joint venture, business entity, or non-profit entity, who employs the services of one or more ~~an~~ individual person~~s~~.

C. "Employee" means any person who is employed by any employer whether full-time, part-time, temporarily or by contract with a third party for direct or indirect monetary wages or profit.

D. "Enclosed" means closed in by a roof and four walls with appropriate openings for ingress and egress ~~but does not include areas commonly described as public lobbies~~.

E. "Entertainment facilities" means pool halls, game halls, bingo parlors, bowling alleys, motion picture theaters and similar establishments.

F. ~~"Motion picture theater" means any theater engaged in the business of exhibiting motion pictures.~~ "Parkway" means the portion of a street other than a roadway or a sidewalk, including a median and the area between the curb and the sidewalk, which may include landscaping.

G. "Restaurant" or "eating establishment" means any place where cooked or otherwise prepared food is served to the public, including a bistro, café, catering establishment, coffee shop, cafeteria, cantina, fast food service, luncheonette, soda fountain,~~-~~ tasting room, tavern, ~~fast food service,~~ or other

establishment where cooked or otherwise prepared food is sold to the public. ~~It shall not include the on-site cafeteria or lunchroom that is part of a business.~~

H. "School" means any public or private school providing instruction in kindergarten or any of grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

I. "Smoking" means ~~either: (1) the combustion of any cigar, cigarette, pipe, or any similar article, using any form of tobacco, nicotine, plant, or other combustible substance in any form; or (2) inhaling or exhaling upon, vaporizing, or otherwise using any electronic smoking device.~~
~~"Smoking" means~~ inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product, including by not limited to cannabis, intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

J. "Service area~~line~~" means any area where ~~indoor and outdoor line of three~~ one or more persons ~~are~~ awaiting service~~s~~ of any kind, regardless of whether or not such service involves the exchange of money. Such service~~s~~ shall include, but is not limited to, sales of goods, giving information, directions or advices, and transfers of money or goods.

K~~J~~. "Transit stop" means any indoor or~~and~~ outdoor area where a mass transit system stops to pick up and drop off passengers. Such transit stop~~s~~ shall include, but are~~is~~ not limited to, any signalized bus stop and commuter rail line station area.

L~~K~~. "Workplace" means any enclosed place of employment ~~area~~ where ~~which is occupied by~~ two or more employees are assigned to perform work for an employer. ~~of a commercial enterprise, nonprofit entity, or the city of South Pasadena; or any office that shares an HVAC system with another office.~~

M~~L~~. "Vendor-assisted sale" means a purchase requiring a direct, face-to-face exchange between the retailer and the customer, in which the vendor has access to the tobacco product, and assists the customer by supplying the product. The customer does not take possession of the product until it is purchased.

N~~M~~. "Tobacco product" means any manufactured substance made from the tobacco plant, including, but not limited to, cigarettes, e-cigarettes, electronic smoking devices (whether or not they actually contain nicotine), cigars, pipe tobacco, ~~snuff, chewing tobacco and smokeless tobacco,~~ or products prepared from tobacco and designed for smoking ~~or ingestion~~.

O~~NN~~. "Electronic smoking device" means an electronic and/or battery-operated device, cartridge or component, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances, including by not limited to cannabis, to the user in the form of a vapor, including, but not limited to, any device manufactured, distributed, marketed, or sold as an "e-cigarette" or electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, alternative nicotine product or any other product name or descriptor. "Electronic smoking device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

17.53 Application to city-owned vehicles, buildings, and facilities.
All city-owned vehicles, and all buildings and ~~enclosed~~ facilities owned and controlled by the city, shall be subject to the provisions of this chapter.

17.54 Prohibition of smoking in public parks ~~and recreation centers~~.
It is unlawful for any person to smoke and/or to possess a burning tobacco ~~or burning tobacco-related~~ product, plant, including by not limited to cannabis, or other combustible substance~~, including, but not limited to, cigars and cigarettes~~, in or upon any dedicated city park, playground, open spaces directly connected and surrounding public facilities or recreation centers, excluding the smoking of tobacco products from the playing area of the city's public eighteen-hole golf course, but not excluding the miniature golf course, restaurant, putting green area and driving range located at the golf course and further, it is unlawful to dispose of lighted or unlighted cigars or cigarettes or cigarette butts in the aforementioned areas other than in designated waste receptacles.

17.55 Prohibition of mobile vending of cigarettes.
It is unlawful for a person to engage in retail tobacco sales at other than a fixed location. Itinerant tobacco retailing and tobacco retailing from vehicles are both expressly prohibited.

17.56 Prohibition of smoking in public places.
Except as otherwise provided in this chapter, it is unlawful to smoke in all ~~enclosed/indoor~~ public places within the city, including, but not limited to, the following ~~enclosed/indoor and specific unenclosed/outdoor places~~:

A. Elevators in buildings generally used by and open to the public, including elevators in offices, hotels, and multifamily buildings;

B. Entertainment facilities ~~Indoor and outdoor service lines in which more than one person is giving or receiving services of any kind~~;

C. ~~In public areas of H~~health care facilities and hospitals, as defined in Section 1250 of the California Health and Safety Code~~, including waiting rooms, public hallways and lobbies, all smoking is prohibited, except in specifically designated smoking areas, which may be all part of a public area~~;

D. Parking garages;
E. Public meeting rooms, including hearing rooms, conference rooms, chambers, and places of public assembly ~~in which public business is conducted, when the public business requires or provides direct participation or observation by the general public~~;

F~~E~~. Public restrooms;

G~~H~~. Service Areas;
H~~I~~. Theaters and auditoriums, including every publicly or privately owned theater, auditorium, or other enclosed facility which is open to the public for the primary purpose of exhibiting any motion picture, stage drama, musical recital, athletic event, or any other performance or event in all areas except ~~either in that area commonly known as the lobby, or~~ in areas not open to the public. Every owner and/or manager of such theater, auditorium, or other enclosed facility used for the purposes stated herein, shall post signs conspicuously in the lobby stating that smoking is prohibited within the theater, auditorium or facility~~, and in the case of motion picture theaters, such information shall be shown upon~~

~~the screen for at least five seconds before showing feature motion pictures~~. This section shall not be construed to prevent smoking by performers in connection with a stage production or by persons making a presentation concerning addiction to tobacco or other drugs;

I~~J~~G. Restaurants and bars, including outdoor dining areas and patios serving said restaurants and bars, hotel lobbies, and common areas within hotels and motels, excluding guest rooms;

J~~K~~H. Retail food marketing establishments, including grocery stores, supermarkets and mini-markets;

K~~L~~I. Museums, libraries and public transportation facilities open to the public;

L~~M~~J. Any transit stop, commuter rail line station area and/or public transportation facility.

M~~N~~K. Vending vehicles, as defined in Section 19.49-1 (Mobile food vending) of the SPMC.

17.56-1 Smoking prohibited on public sidewalks.
Smoking shall be prohibited on any public sidewalk or walkway, or any parkway, curb or gutter.

17.57 Reasonable smoking distance required~~—Twenty-five feet~~.
A. Smoking ~~in all enclosed/indoor and unenclosed/outdoor areas~~ shall be prohibited ~~with~~in any unenclosed area within a ~~reasonable~~ distance of twenty-five feet from an ~~enclosed/indoor or unenclosed/outdoor~~ area in which smoking is prohibited under Sections 17.53 (Application to city-owned vehicles, buildings, and facilities), 17.54 (Prohibition of smoking in public parks and recreation centers), 17.56 (Prohibition of smoking in public places) and 17.58-2 (Prohibition of smoking in the workplace) of Article V (Smoking Prohibited), Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code.
~~, except while actively passing on the way to another destination and provided smoke does not enter any enclosed/indoor or unenclosed/outdoor area in which smoking is prohibited.~~

~~B. The prohibitions in subsection A shall not apply to~~ prohibit smoking unenclosed areas of ~~in private residential properties that are not multi-unit residences. (Ord. No. 2204, § 2, 2010.)~~

17.58 Requirement of vendor-assisted sales.
It is unlawful for any person, business, or tobacco retailer to sell, permit to be sold, or offer for sale any tobacco product by means of a self-service display, cigarette vending machine, or by any means other than vendor-assisted sales. This prohibition shall not apply to tobacco shops and cigar lounges. A "self-service display" is the open display of tobacco products which the public has access to without the intervention of a store employee, including, but not limited to, a rack, shelf, or counter-top display.

17.58-1 Purchaser identification.
The seller of any tobacco products shall require photographic identification if a purchaser reasonably appears to be under twenty-seven years of age. In compliance with federal and state law, tobacco products shall not be sold to anyone under twenty-one~~eighteen~~ years of age.

17.58-2 Prohibition of smoking in the workplace.
A. Except as otherwise provided in this chapter, it is unlawful to smoke in all enclosed workplaces of commercial enterprises, nonprofit entities and all city-owned and managed buildings and vehicles, including but not limited to open office areas, shared offices, private offices, hallways, restrooms, escalators, elevators, stairways, lobbies, reception areas, waiting rooms, classrooms, meeting or conference rooms, and auditoriums.

B. On-site cafeterias, lunchrooms and lounges shall be deemed workplaces and smoking prohibited therein, whether or not such facilities are open to members of the general public.

C. Each commercial enterprise, nonprofit entity and the city shall comply with these smoking prohibitions and be responsible for their implementation in the workplace, and "No Smoking" signs shall be posted in the manner prescribed in Section 17.57-3.

D. Notwithstanding this section, a private residence including either an attached or detached garage shall not constitute a workplace, except when the residence serves as a licensed day care facility. (Ord.

17.58-3 Posting of signs.

A. Every owner, operator, manager, or other persons having control of a property where smoking is prohibited under this chapter shall conspicuously post signs on-site using a city-provided "No Smoking" sign template with capital letters not less than one-inch in height and the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) on a contrasting background. City staff may use discretion to approve operators' requests for minor modifications to the appearance of the city-provided "No Smoking" sign on a case-by-case basis.

B. The "No Smoking" postings may be limited to first floor entrances and exits, lobbies, restrooms, and elevators.

17.58-4 Structural modifications.

Employers are not required to incur expense to make structural or other physical modifications to comply with this chapter.

17.58-5 Enforcement.

A. The provisions of this chapter shall be enforced by the chief of police of the city or an authorized designee.

B. The owner, operator or manager of any facility, business or agency shall comply with this chapter as a requirement of receiving a business license to operate in the city. The city manager shall provide business license applicants with copies of this chapter.

17.58-6 Violations and penalty.

A. It is unlawful and an infraction for any owner, operator or manager of a commercial enterprise or nonprofit to violate any of the provisions of this chapter and such violations shall be punished by a fine and bail forfeiture of no less than one hundred dollars.

B. Any person who violates any provision of this chapter by smoking in a posted "no smoking" area is guilty of an infraction and shall be punished by a fine and bail forfeiture of no less than one hundred dollars.

C. Any person who violates any provision of this chapter by failing to post or cause to be posted a "no smoking" sign required by this chapter is guilty of a misdemeanor.

17.58-7 Nonretaliation.

It is unlawful for an employer to discharge or refuse to hire, or in any manner retaliate against a party who files a complaint under this chapter.

17.58-8 Exemptions.

A. This chapter is not intended to regulate smoking on property owned or leased by county, state or federal governmental entities or tobacco and cigar stores.

B. Any owner, operator or manager of a business or other establishment subject to this chapter may apply to the city council for an exemption or modification to any provision of this chapter due to unusual circumstances or conditions not related to youth access to tobacco products or the public's exposure to secondhand smoke. Such exemption shall be granted only if the city council finds from the evidence presented by the applicant for exemption either that:

1. The applicant cannot comply with the provisions of this chapter for which an exemption is requested without incurring expenses for structural or other physical modifications, other than posting signs, to buildings and structures; or
2. Due to such unusual circumstances, the failure to comply with the provision for which the exemption is requested will not result in a danger to health or annoyance, inconvenience or discomfort.

ARTICLE VIII. SMOKE-FREE HOUSING

17.80 Purpose.

It is the intent of the city council of South Pasadena in enacting this article to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking~~; around non-tobacco users;~~ by protecting children from exposure to smoking where they live and play; and by protecting the public from nonconsensual exposure to secondhand smoke in and around their homes.

17.81 Definitions.

For the purposes of this article, the following definitions shall govern unless the context clearly requires otherwise:

(a) "Adjacent property" means any unenclosed area of property, publicly or privately owned, that abuts a multi-unit residence but does not include property containing detached single-family homes.

(b) "Common area" means every enclosed area or unenclosed area of a multi-unit residence that residents of more than one unit of that multi-unit residence are entitled to enter or use, including, for example, halls and paths, lobbies and courtyards, elevators and stairs, community rooms and playgrounds, gym facilities and swimming pools, parking garages and parking lots, shared restrooms, shared laundry rooms, shared cooking areas, and shared eating areas.

(c) "Common interest complex/mix-use" means a multi-unit residence that is a condominium project, a community apartment project, a stock cooperative, or a planned development as defined by California Civil Code Section 1351.

(d) "Enclosed area" means an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has:

(1) Any type of overhead cover whether or not that cover includes vents or other openings and at least three walls or other vertical boundaries of any height whether or not those boundaries include vents or other openings; or

(2) Four walls or other vertical boundaries that exceed six feet in height whether or not those boundaries include vents or other openings.

(e) "Landlord" means any person who owns property let for residential use, any person who lets residential property, and any person who manages such property, except that "landlord" does not include a master tenant who sublets a unit as long as the master tenant sublets only a single unit of a multi-unit residence.

(f) "Multi-unit residence" means property containing two or more units, except the following specifically excluded types of housing:

(1) A hotel or motel that meets the requirements set forth in California Civil Code Section 1940(b)(2);

(2) A mobile home park;

(3) A campground;

(4) A marina or port;

(5) A single-family home; or

(6) A single-family home with a detached or attached in-law or second unit when permitted pursuant to California Government Code Sections 65852.1, 65852.150, 65852.2 or an ordinance of the city adopted pursuant to those sections.

(g) "New unit" means a unit that is issued a certificate of occupancy or passes final inspection more than one hundred eighty days after September 4, 2010 and also means a unit that is let for residential use for the first time more than one hundred eighty days after September 4, 2010.
(h) "Nonsmoking area" means any enclosed area or unenclosed area of a multi-unit residence in which smoking is prohibited by:
(1) This article or other law;
(2) By binding agreement relating to the ownership, occupancy, or use of real property; or
(3) By designation of a person with legal control over the area.
In the case of a smoking prohibition established only by private agreement or designation and not by this article or other law, it shall not be a violation of this article for a person to engage in smoking or to allow smoking in that area unless:
(1) The person knows that smoking is not permitted; or
(2) A reasonable person would know that smoking is not permitted.
(i) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity including government agencies.
(j) "Rental complex" means a multi-unit residence for which fifty percent or more of units are let by or on behalf of the same landlord.
(k) "Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "smoke" includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke, and crack cocaine smoke.
(l) "Smoking" means engaging in an act that generates smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, an operating electronic cigarette or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.
(m) "Unenclosed area" means any area that is not an enclosed area.
(n) "Unit" means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, for example, a private balcony, porch, deck, or patio. "Unit" includes without limitation: an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, or hospital; a room in a single room occupancy ("SRO") facility; a room in a homeless shelter; a mobile home; a camper vehicle or tent; a single-family home; and an in-law or second unit. Unit includes a new unit.

17.82 Smoking prohibited in common areas.

(a) Smoking is prohibited in all common areas pursuant to Section 17.90 except that a person with legal control over a common area, such as, for example, a landlord or homeowners' association, may designate a portion of the common area as a designated smoking area provided that at all times the designated smoking area complies with subsection (b) below.
(b) A designated smoking area:
(1) Must be an unenclosed area.
(2) Must be located at least twenty-five feet from any enclosed area that is a nonsmoking area. A person with legal control over a common area in which a designated smoking area has been designated shall modify, relocate or eliminate that designated smoking area so as to maintain compliance with the requirements of this subsection as laws change, as binding agreements are created, and as nonsmoking areas on neighboring property are established.
(3) Must be at least twenty-five feet from unenclosed areas primarily used by children and unenclosed areas with improvements that facilitate physical activity including, for example, playgrounds, tennis courts, swimming pools, and school campuses.

(4) Must be no more than ten percent of the total unenclosed area of the multi-unit residence for which it is designated.
(5) Must have a clearly marked perimeter.
(6) Must be identified by conspicuous signs.
(c) No person with legal control over a common area in which smoking is prohibited by this article or other law shall knowingly permit the presence of ash trays, ash cans, or other receptacles designed for or primarily used for disposal of smoking waste within the area.
(d) Clear and unambiguous "No smoking" signs shall be posted in sufficient numbers and locations to make common areas where smoking is prohibited by this article or other law obvious to a reasonable person. The "No smoking" sign template shall have letters of no less than one inch in height and contain the international "No smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) on a contrasting background. Such signs shall be maintained by the person or persons with legal control over the common areas. The absence of signs shall not be a defense to a violation of any provision of this article. (Ord. No. 2205, § 1, 2010.)

17.83 Nonsmoking buffer zones.

(a) Smoking is prohibited in unenclosed areas of multi-unit residence, including balconies, porches, decks, and patios, within twenty-five feet in any direction of any doorway, window, opening, or other vent into an enclosed area that is a nonsmoking area.
(b) Smoking is prohibited in unenclosed areas of adjacent property within twenty-five feet in any direction of any doorway, window, opening, or other vent into an enclosed area that is a nonsmoking area.
(c) Subsections (a) and (b) above do not apply to a person who is smoking in the restricted buffer zone area for less than a minute while actively passing on the way to another destination, and who does not enter the buffer zone area while smoking more than twice per day.
(d) Notwithstanding any other provision of this article, smoking is prohibited in all exclusive-use unenclosed areas associated with a unit, such as, for example, a private balcony, porch, deck, or patio.

17.84 Smoking restrictions in new units of multi-unit residences.

(a) All new units of a multi-unit residence are hereby designated nonsmoking units, including any associated exclusive-use enclosed areas or unenclosed areas, such as, for example, a private balcony, porch, deck, or patio; and including without limitation new units in a rental complex and new units in a common interest complex/mix-use.
(b) Smoking in a designated nonsmoking unit is a violation of this article as provided in Section 17.90.

17.85 Nonsmoking designations for existing units of a common interest complex/mix-use.

(a) All units of a common interest complex/mix-use that are not new units, including any associated exclusive-use enclosed areas or unenclosed areas, such as, for example, a private balcony, porch, deck, or patio, are hereby designated nonsmoking units as of September 4, 2013; provided, however, that a lesser percentage of units may be designated nonsmoking units if a common interest complex/mix-use fully complies with subsection (c) below.
(b) Smoking in a designated nonsmoking unit is a violation of this article as provided in Section 17.90.
(c) By a vote of the membership as provided in subsection (c)(1) below, a common interest complex/mix-use may choose to designate fewer than one hundred percent of existing units as nonsmoking units by fully complying with the requirements stated in subsections (c)(1) through (4) below. Otherwise subsection (a) above shall apply.
(1) A vote by the membership on the threshold question of allowing less than one hundred percent of units to be designated nonsmoking units must take place before June 1, 2013.
(2) Up to one hundred percent, but no less than eighty percent, of units that are not new units, including, for example, any associated exclusive-use enclosed areas or unenclosed areas, such as, for example, a private balcony, porch, deck, or patio, shall be permanently designated as nonsmoking units.

(3) Where possible, best efforts shall be made to group nonsmoking units together, both horizontally and vertically, and physically separate them from units where smoking may be allowed.
(4) In the event of a change of owner or lease/rental tenant in a designated smoking unit in the common interest complex/mix-use, the unit and any associated exclusive-use enclosed areas or unenclosed areas shall then be designated as a nonsmoking unit in order to meet the percentage designation or for grouping of units.
(5) No later than September 4, 2013 the final designations must be made and the following must be made available for city inspection in accordance with Section 17.91:
(A) A description of each designated nonsmoking unit sufficient to readily identify the unit; and
(B) A diagram depicting the location of the designated nonsmoking units in relation to all other units.

17.86 Nonsmoking designations for existing units of a rental complex.

(a) All units of a rental complex that are not new units, including any associated exclusive-use enclosed areas or unenclosed areas, such as, for example, a private balcony, porch, deck, or patio, are hereby designated nonsmoking units as of January 4, 2013; provided, however, that a lesser percentage of units may be designated nonsmoking units if a landlord fully complies with subsection (d) below.
(b) Smoking in a designated nonsmoking unit is a violation of this article as provided in Section 17.90.
(c) Except if a landlord fully complies with subsection (d) below, at least sixty days before January 4, 2013, the landlord shall provide each tenant with:
(1) A written notice clearly stating that all units, including the tenant's unit, are designated nonsmoking units and that smoking in a unit will be illegal as of 17.90(c), and
(2) A copy of this article.
(d) A landlord may choose to designate fewer than one hundred percent of existing units that are not new units of a rental complex as nonsmoking units by fully complying with the requirements stated in Section 17.87(d)(1) through (7) below. However, subsection (a) above shall apply whenever a landlord takes no action or only partially complies with the requirements of this subsection.

17.87 Designation of nonsmoking units.

The following timeline will be observed in designating nonsmoking units:
(a) On or before November 4, 2012 the landlord must notify tenants of proposed designation of nonsmoking units.
(b) On or before December 4, 2012, the landlord must notify tenants of final designation of nonsmoking units.
(c) On or before January 4, 2013, the landlord must have on file and make available for inspection by city staff designation documents.
(d) On Sept. 4, 2013, it shall be unlawful to smoke in a nonsmoking unit.
(1) The landlord shall permanently designate up to one hundred percent of units, but no less than eighty percent of units, including, for example, any associated exclusive-use enclosed areas or unenclosed areas, such as, for example, a private balcony, porch, deck, or patio, as nonsmoking units by the landlord.
(2) To the maximum extent practicable, nonsmoking units must be grouped together both horizontally and vertically and physically separated from units where smoking may be allowed. Where possible all units where smoking may be allowed shall be in a single building of a multi-building multi-unit residence.
(3) No later than January 4, 2013 a landlord who chooses to designate fewer than one hundred percent of the units of a multi-unit residence as nonsmoking shall have available for city inspection the following in accordance with Section 17.91:
(A) A description of each designated nonsmoking unit sufficient to identify the unit; and
(B) A diagram depicting the location of the designated nonsmoking units in relation to all other units.
(4) At least sixty days before preparing the nonsmoking unit designations required by subsection (d)(3) above, the landlord shall provide each tenant with:

(A) A written notice of the proposed designations, clearly stating that smoking in a unit which is designated as a nonsmoking unit will be illegal as of Section 17.90(c), and inviting comments on the proposed designations of nonsmoking units within the requisite timeline;
(B) A diagram depicting the location of the designated nonsmoking units in relation to all other units; and
(C) A copy of this article.
(5) A landlord may modify the proposed designations based upon comments received from tenants.
(6) At least thirty days prior to final designation of the nonsmoking units required by subsection (d)(3) above, the landlord shall provide all tenants written notice of the final designations clearly stating that smoking in a designated nonsmoking unit will be illegal as of Section 17.90(c), and a copy of the final documents pursuant to Section 17.91 of this article. These final designations may differ from the proposed designations on which tenants were invited to comment.
(7) A unit in a rental complex for which a landlord is required to have available information pursuant to Section 17.91 of this article but for which such information, for any reason, is not fully and timely completed is hereby designated as a nonsmoking unit as of January 4, 2013.

17.88 Lease terms for all new and existing units in rental complexes.

(a) Every lease or other rental agreement for the occupancy of a unit in a rental complex, including, for example, new units and existing units, entered into, renewed, or continued month-to-month after September 4, 2012, shall include the provisions set forth in subsection (b) below on the earliest possible date when such an amendment is allowable by law when providing the minimum legal notice.
(b) Every lease or other rental agreement for the occupancy of a unit in a rental complex, including, for example, new units and existing units, entered into, renewed, or continued month-to-month after September 4, 2012, shall be amended to include the following provisions:
(1) A clause providing that as of September 4, 2013, it is a material breach of the agreement to allow or engage in smoking in the unit unless the landlord has supplied written notice that the unit has not been designated a nonsmoking unit and no other prohibition against smoking applies. Such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in the unit as of September 4, 2013 unless landlord has provided written notice that the unit has not been designated a nonsmoking unit and smoking in the unit is not otherwise prohibited by this agreement, other agreements, or by law."
(2) A clause providing that it is a material breach of the agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in any common area of the property other than a designated smoking area. Such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in any common area of the property, except in an outdoor designated smoking area, if one exists."
(3) A clause providing that it is a material breach of the agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to violate any law regulating smoking while anywhere on the property. Such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to violate any law regulating smoking while anywhere on the property."
(4) A clause expressly conveying third-party beneficiary status to all occupants of the rental complex as to the smoking provisions of the agreement. Such a clause might state, "Other occupants of the property are express third-party beneficiaries of those provisions in this agreement that concern smoking. As such, other occupants of the property may seek to enforce such provisions by any lawful means, including by bringing a civil action in a court of law."

(c) Whether or not a landlord complies with subsections (a) and (b) above, the clauses required by those subsections shall be implied and incorporated by law into every agreement to which subsections (a) or (b) apply and shall become effective as of the earliest possible date on which the landlord could have made the insertions pursuant to subsections (a) or (b).
(d) A tenant who breaches a smoking provision of a lease or other rental agreement for the occupancy of a unit in a rental complex, or who knowingly permits any other person subject to the control of the tenant or present by invitation or permission of the tenant, shall be liable for the breach to: (i) the landlord; and (ii) any occupant of the rental complex who is exposed to smoke or who suffers damages as a result of the breach.
(e) This article shall not create additional liability in a landlord to any person for a tenant's breach of any smoking provision in a lease or other rental agreement for the occupancy of a unit in a rental complex if the landlord has fully complied with this section and Section 17.86.
(f) Failure to enforce any smoking provision required by this article shall not affect the right to enforce such provision in the future, nor shall a waiver of any breach constitute a waiver of any subsequent breach or a waiver of the provision itself.

17.89 Additional duties—Landlord of rental complex with less than one hundred percent nonsmoking units.

A landlord of a rental complex with less than one hundred percent nonsmoking units shall:
(a) Provide to every prospective tenant, prior to entering into a new lease or other rental agreement for the occupancy of a unit in a rental complex, a copy of the designation documents pursuant to Section 17.86 describing each designated nonsmoking unit with an accompanying diagram depicting the location of nonsmoking units in relation to all other units and any designated smoking areas.
(b) Keep on file at the rental office or property manager's office and make available for inspection upon request of the tenants, a copy of the designation documents pursuant to Section 17.86 describing each designated nonsmoking unit with an accompanying diagram depicting the location of nonsmoking units in relation to all other units and any designated smoking areas.

17.90 Smoking prohibited by law in certain areas.

(a) Smoking in a common area, on or after September 4, 2010, other than in a designated smoking area established pursuant to Section 17.82, is a violation of this article.
(b) Smoking in a new unit, on or after September 4, 2010, is a violation of this article.
(c) Smoking in a designated nonsmoking unit, on or after September 4, 2013, is a violation of this article.
(d) No person shall engage in smoking in any nonsmoking area.
(e) No person with legal control over any nonsmoking area shall permit smoking in the nonsmoking area, except as provided in Section 17.88(e).

17.91 Required documents available for city inspection.

(a) Required records by this article must be made available for city inspection upon request by personnel of the city of South Pasadena planning and building department, including all material and information required by this article and such other materials and information as the city of South Pasadena planning and building department deems necessary for the administration and enforcement of this article.
(b) All material and information required pursuant to this article constitute disclosable public records and are not private or confidential.

17.92 Smoking and smoke generally.

(a) The provisions of this article are restrictive only and establish no new rights for a person who engages in smoking. Notwithstanding (1) any provision of this article or other provisions of this code; (2) any failure by any person to restrict smoking under this article; or (3) any explicit or implicit provision of this code that allows smoking in any place, nothing in this code shall be interpreted to limit any person's

legal rights under other laws with regard to smoking, including, for example, rights in nuisance, trespass, property damage, and personal injury or other legal or equitable principles.

(b) ~~Notwithstanding any other provision of this article, smoking marijuana for medical purposes as permitted by California Health and Safety Code Sections 11362.7 et seq. is not prohibited by this article.~~

~~(c)~~ For all purposes within the jurisdiction of the city of South Pasadena, nonconsensual exposure to smoke occurring on or drifting into residential property is a nuisance, and the uninvited presence of smoke on residential property is a nuisance and a trespass.

17.93 Penalties and enforcement.

(a) The remedies provided by this article are cumulative and in addition to any other remedies available at law or in equity.

(b) Every instance of smoking in violation of this article is an infraction subject to a one hundred dollar fine. Other violations of this article may, in the discretion of the city prosecutor, be prosecuted as infractions or misdemeanors when the interests of justice so require. Enforcement of this chapter shall be the responsibility of the city manager, community improvement coordinator/code enforcement official and/or any peace officer.

(c) Violations of this article are subject to a civil action brought by the city of South Pasadena, punishable by a civil fine not less than two hundred fifty dollars and not exceeding one thousand dollars per violation.

(d) No person shall intimidate, harass, or otherwise retaliate against any person who seeks compliance with this article. Moreover, no person shall intentionally or recklessly expose another person to smoke in response to that person's effort to achieve compliance with this article. Violation of this subsection shall constitute a misdemeanor.

(e) Causing, permitting, aiding, or abetting a violation of any provision of this article shall also constitute a violation of this article.

(f) Any violation of this article is hereby declared to be a public nuisance.

(g) In addition to other remedies provided by this article or otherwise available at law or in equity, any violation of this article may be remedied by a civil action brought by the city attorney, including, without limitation, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

(h) Any person, including a legal entity or organization, acting for the interests of itself, its members, or the general public may bring a civil action for injunctive relief to prevent future such violations or sue to recover such actual or statutory damages as he or she may prove.

(i) Except as otherwise provided, enforcement of this article is at the sole discretion of the city of South Pasadena. Nothing in this article shall create a right of action in any person against the city of South Pasadena or its agents to compel public enforcement of this article against private parties.

17.94 Private enforcement.

(a) Any person, including a legal entity or organization or a government agency, acting for the interests of itself, its members, or the general public may bring a civil action to enforce this article. Upon proof of a violation, a court shall award the following:

(1) Damages in the amount of either:

(A) Upon proof, actual damages; or

(B) With insufficient or no proof of damages, five hundred dollars for each violation of this article (hereinafter "statutory damages"). Each day of a continuing violation shall constitute a separate violation. Notwithstanding any other provision of this article no person suing on behalf of the general public shall recover statutory damages based upon a violation of this article if a previous claim brought on behalf of the general public by another person for statutory damages and based upon the same violation has been adjudicated, whether or not the person bringing the subsequent claim was a party to the prior adjudication.

(2) Exemplary damages, where it is proven by clear and convincing evidence that the defendant is guilty of oppression, fraud, malice, retaliation, or a conscious disregard for the public health.

(b) The person may also bring a civil action to enforce this article by way of a conditional judgment or an injunction. Upon proof of a violation, a court shall issue a conditional judgment or an injunction.

(c) Notwithstanding any legal or equitable bar against a person seeking relief on its own behalf, a person may bring an action to enforce this article solely on behalf of the general public. When a person brings an action solely on behalf of the general public, nothing about such an action shall act to preclude or bar the person from bringing a subsequent action based upon the same facts but seeking relief on his, her or its own behalf.

(d) Nothing in this article prohibits a person from bringing a civil action in small claims court to enforce this article, so long as the amount in demand and the type of relief sought are within the jurisdictional requirements of that court.

City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA:	May 16, 2018
TO:	Honorable Mayor and City Council
VIA:	Stephanie DeWolfe, City Manager
FROM:	Lucy Demirjian, Assistant to the City Manager
SUBJECT:	**Adoption of a Resolution Opposing the California Business Roundtable Tax Fairness, Transparency, and Accountability Act of 2018**

Recommendation Action
It is recommended that the City Council adopt a resolution opposing the Tax Fairness, Transparency, and Accountability Act of 2018 and consider endorsing "Committee to Protect Our Communities", a coalition opposing the ballot initiative.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Summary
The Tax Fairness, Transparency, and Accountability Act of 2018 (Initiative), is currently under circulation for signatures and will likely appear on the November 2018 General Municipal Election ballot for the voters' consideration. This Initiative would amend the State Constitution to change the rules for how the state and local governments can impose taxes, fees, and other charges. For cities and other local agencies, it applies retroactively and may void any local measure approved by local voters on or after January 1, 2018.

In response, the League of California Cities and the Service Employees International Union (SEIU) opened an opposition campaign committee called "Committee to Protect Our Communities." This coalition of local governments, working families, labor groups, concerned individuals and business groups, oppose the misleadingly named and dangerous Initiative sponsored by the American Beverage Association and the California Business Roundtable.

Discussion/Analysis
The initiative would drastically limit local revenue authority, while making comparatively minor modifications to state authority. The Initiative will hinder the City's ability to continue to provide quality services by making it virtually impossible to raise revenue to address community needs, services and much needed infrastructure improvements.

Provisions Restricting Local Tax Authority:

a) Eliminates local authority to impose a tax for general purposes by majority vote and instead requires all local proposed tax increases subject to a two-thirds vote. This proposal also requires two-thirds approval of all members of the local legislative body before a tax can be placed on the ballot.
b) Requires a two-thirds vote to "extend" a tax to new territory, a new class of payer, or expanded base. For cities, this would limit all future annexations by requiring a separate two-thirds vote of the affected residents prior to applying any existing city tax. Other limitations may apply to a local interpretation that an existing local tax applies to a business or product.
c) Expands the definition of a tax to include payments voluntarily made in exchange for a benefit received, which may cover local franchise fees.
d) Prohibits any tax to be placed on the ballot unless it either specifically identifies by binding and enforceable limitation how it can be spent, with any change requiring reapproval by the electorate, or states in a separate stand-alone segment of the ballot that the tax revenue is intended for "unrestricted revenue purposes."
e) Requires tax measures to be consolidated with the regularly scheduled general election for members of the governing body, unless an emergency is declared by a unanimous vote of the governing body.
f) Expands the application of this act to include actions and "legal authority" that may be "enforced" or "implemented" by a local government.
g) Requires a tax imposed by initiative to also be subject to a two-thirds vote, to address concerns over the *Upland* decision.
h) Clarifies a levy, charge, or exaction retained by and payable to a non-governmental entity is a tax, if the local agency limits in any way the use of the proceeds, to address concerns over the *Schmeer* decision.
i) Exempts existing school bond (55% vote) construction authority from the application of the bill.

Provisions Restricting Local Fee Authority:

Restricts the ability of a local government to impose fees or charges, other than those subject to Proposition 218, by:

a) Prohibiting a fee or charge from being imposed, increased or extended unless approved by two-thirds vote of the legislative body.
b) Authorizing a referendum on decisions of a legislative body to impose, increase or extend a fee or charge triggered by petitions signed by 5% of affected voters.
c) Requiring a fee or charge proposed by initiative to be subject to a two-thirds vote of the electorate.
d) Narrows the legal threshold from "reasonable" to "actual" costs for fees applied to local services, permits, licenses, etc. Further, the measure authorizes new avenues to challenge "actual" costs by enabling a payer to also second-guess in court whether they are "reasonable." Opens up further litigation and debate by replacing the existing standard

that fees and charges bear a "fair and reasonable relationship to the payer's burdens and benefits" with a more rigorous "proportional to the costs created by the payer" standard.

e) Increases the legal burden of proof for local agencies from "preponderance of evidence" (more likely than not) to "clear and convincing evidence" (high probability) to establish that a levy, charge or other exaction is: (1) not a tax, (2) the amount is no more than necessary to cover the actual costs, and (3) the revenue is not being used for other than its stated purpose.

Provisions Applicable to State Actions:

a) Requires a tax contained in a regulation adopted by a state agency must be approved by two-third vote of the Legislature (unless the Legislature adopted a state tax that authorized the action of the state agency). This change is responsive to the recent *Chamber of Commerce* decision on cap and trade revenues.
b) Unlike the retroactive provisions that apply to local government, the application of this Act to the state is only prospective.
c) Requires a fee contained in a regulation adopted by a state agency to be approved by majority vote of the Legislature.
d) Imposes the same burden of proof changes applied to local governments.

Background

This Initiative is sponsored by the American Beverage Association and the California Business Roundtable, an organization that claims membership from some of the State's largest companies including, Wells Fargo, Albertsons, KB Home, Blackstone Group, Chevron, Farmers Insurance, Granite Construction and others.

One of the purposes of the measure is to overturn "loopholes" created by *Cannabis Coalition v. City of Upland (*concern that voters could enact special taxes via initiative by majority vote*); Chamber of Commerce v. Air Resources Board* (a recent case lost by the Chamber which alleged that the state Cap and Trade Program was an illegal tax) and *Schmeer v. Los Angeles* (which held that a locally imposed-grocer retained bag fee was not a tax).

This measure, however, has much broader impacts than such fixes.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

If approved by voters in November 2018, the Initiative will have potentially significant negative fiscal impacts on the City due to increased restrictions on revenue enhancement opportunities. The Initiative would also add significant complexity to the City's process for implementing fees.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA).

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

Attachments:

1. Draft Resolution in Opposition of the Ballot Initiative
2. Endorsement Form for Committee to Protect Our Communities
3. Fact Sheet from the League of CA Cities

ATTACHMENT 1
Draft Resolution
in Opposition of
the Ballot Initiative

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, OPPOSING THE TAX FAIRNESS, TRANSPARENCY, AND ACCOUNTABILITY ACT OF 2018

WHEREAS, California's cities, counties and special districts follow strict guidelines and existing state law regarding the establishment of reasonable fees and the required voter approval of all local taxes; and

WHEREAS, there is a signature-gathering campaign for a state ballot measure currently sponsored by the California Business Roundtable that would severely harm the ability of local governments to continue to provide quality services by imposing onerous roadblocks to raising local revenue to address community needs, services and infrastructure improvements; and

WHEREAS, it is important for local community members, in concert with their duly-elected officials—rather than a special interest group in Sacramento—to determine the services and funding levels appropriate for their own cities; and

WHEREAS, the proposed ballot measure would allow businesses to escape from the existing obligations to pay the full cost of services that they request and receive from local agencies and benefit from; and

WHEREAS, the proposed ballot measure would then shift the burden of these uncovered costs from business interests to local general funds supported by taxpayers, and thereby reduce general funds available to support Police, Fire, Park, Planning, and other community services.

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

SECTION 1. The City of South Pasadena hereby opposes the Tax Fairness, Transparency, and Accountability Act of 2018 sponsored by the American Beverage Association and the California Business Roundtable on the grounds that this measure would harm the ability of local communities to adequately fund services.

SECTION 2. The City Manager is hereby directed to email a copy of this adopted resolution to the League of California Cities at cityletters@cacities.org.

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

PASSED, APPROVED AND ADOPTED ON this 16th day of May, 2018.

Richard D. Schneider, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
Endorsement Form for
Committee to Protect Our Communities

Committee to Protect Our Communities

Endorsement Form

Please list me as a public supporter of the coalition to oppose the Tax Fairness, Transparency, and Accountability Act of 2018

Signature (Required) Date

Please select a category:

☐ Elected Official ☐ Organization ☐ Company ☐ Individual

Please complete the following information:

Company or Organization Name (as you wish to be listed)

Name Title

Mailing Address

City State Zip County

Phone Number Fax Number

E-mail Address

The signer of this form allows their organization's name to be used by the campaign in campaign related materials or communications.

Please return this completed form to:
Fax #: (916) 441-2653 or Email: Jheller@kaufmancampaigns.com
Phone # (916) 443-7817

Paid for by Committee to Protect Our Communities, Sponsored by Labor and Local Government Organizations. Committee Major Funding from
California State Council of Service Employees
League of California Cities

Printed In-House

ATTACHMENT 3
Fact Sheet from
the League of CA Cities

Committee to Protect Our Communities

Fact Sheet

- The Tax Fairness, Transparency, and Accountability Act of 2018 would eliminate the current authority of cities and counties to enact a tax for general purposes with approval from a majority of voters, making it harder for communities to maintain adequate levels of services.
- Would require a 2/3rd vote of City Councils or Board of Supervisors to enact many fees. This will make it harder for communities to hold businesses and individuals responsible for creating fires hazards, destruction of public property, and use of emergency services.
- Would significantly narrow the legal threshold from "reasonable" to "actual" costs for local governments to apply fees to services, permits, licenses, etc. This will make it more difficult for local governments to ensure that the businesses pay to use services like building inspections by the fire marshal, and to provide emergency services for industrial sites.
- It would void local tax measures passed in 2018 unless they are approved by 2/3rds of voters, even though voters will likely not be aware of that fact. This could make it harder for communities to plan for the future to prevent cuts to public safety and other vital services.
- If passed, it would now require any local tax placed on the ballot to specifically identify how the revenues will be spent with binding and enforceable actions. This could lead to an array of lawsuits preventing cities from collecting the necessary revenue to fund important services.
- Would require all local tax measures to appear only on a regularly scheduled general election ballot unless an emergency is declared with a unanimous vote of the authorizing governing body. This will limit a community's flexibility to fund solutions to urgent problems.
- While the initiative exempts existing school bond authority votes that require a 55% percent approval, the 2/3rds vote requirement for local tax measures, regardless of whether the tax is a general tax or a special tax, will make it harder for local communities raise new revenue to expand after school education programs for students.

Paid for by Committee to Protect Our Communities, Sponsored by Labor and Local Government Organizations. Committee Major Funding from
California State Council of Service Employees
League of California Cities

Printed In-House

- For the first time, this initiative would allow referendums of fees enacted by local legislative bodies. A referendum could qualify with signed petitions of only 5% of affected voters.
- Would also place new limits on the state's regulatory authority by requiring administrative actions that result in additional charges to business be approved by the legislature. This will make it more difficult in ensuring major polluters are held accountable for their actions.
- The measure is bankrolled by the American Beverage Association, made up of soda companies. In the 2016, they spent more than $25 million opposing local soda tax measures that required only a majority vote. They have already spent more than $3.5 million to qualify this measure in order dissuade cities from attempting new soda taxes.
- The other main sponsor of the initiative is the California Business Roundtable, which is made up of California's largest corporations including oil companies, insurance companies, banks, and pharmaceutical companies. Many of their members are supporting initiative so they can evade paying higher taxes and make it more difficult for local governments to increase funding for services.

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

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

SUBJECT: **Approval of Letters Opposing Senate Bill 831 (Wieckowski); Senate Bill 1469 (Skinner); and Assembly Bill 2890 (Ting) Relating to Accessory Dwelling Units**

Recommendation Action
It is recommended that the City Council approve letters opposing Senate Bill 831 (Wieckowski), Senate Bill 1469 (Skinner), and Assembly Bill 2890 (Ting) relating to Accessory Dwelling Units (ADUs).

Commission Review and Recommendation
This matter was not reviewed by a commission.

Discussion/Analysis
The City of South Pasadena (City) opposes Senate Bill 831 (SB 831), Senate Bill 1469 (SB 1469), and Assembly Bill 2890 (AB 2890), which would impose additional restrictions on local ADU ordinances.

All three of these bills continue the State's recent assertiveness with respect to housing issues, either by imposing new requirements on cities, or restricting the ability of cities to regulate local land use and housing issues. The League of California Cities has opposed all three bills and encourages local governments to do likewise.

SB 831
SB 831 (Attachment 2) would make a number of changes to existing state law regulating local ADU ordinances. Most prominent of these changes are excluding the square footage of ADUs in floor area ratio calculations; disallows the use of minimum lot size regulations; requires cities to allow ADUs in all areas unless specifically excluded for fire and life safety purposes only; prohibits cities from requiring replacement parking in the event that the ADU results from a garage conversion; prohibits requiring that the owner of the primary residence reside on a lot with an ADU; requires that cities submit copies of their ADU ordinances within 60 days of adoption to the State Department of Housing and Community Development (HCD); and prohibits cities from imposing any and all developer fees on ADUs .

AGENDA ITEM 13

SB 1469/AB 2890

SB 1469 (Attachment 4) and AB 2890 (Attachment 6) are virtually identical. These bills reorganize ADU law and add additional constraints on the requirements local agencies may impose on ADUs. Although they mirror many aspects of SB 831, they eliminate most zoning controls over ADUs; retains the ability to require owner occupancy; requires HCD to develop building standards that focus on cost-effectiveness; and, substantially reorganizes the structure of existing ADU statutes. Existing ADU law only applies to single-family and multi-family zoning districts; SB 1469 and AB 2890 would expand this to any zoning district where housing is authorized, such as commercial zones that allow housing as part of a mixed-use project. Finally, SB 1469 and AB 2890 require ministerial approval of ADUs in 60 days instead of 120 days provided in existing law.

All three of these bills continue the State's recent pattern of making changes to housing laws before the same laws passed in the previous year are absorbed by local governments, requiring cities to frequently amend their zoning codes to keep abreast of the rapid changes, including repealing provisions that were required the previous year. This is enormously time-consuming and counterproductive, particularly for small cities like South Pasadena. The prohibition on imposing developer fees is, at best, premature, given that last year's AB 879 requires HCD to study the reasonableness of developer fees and report back to the Legislature next year. It leaves hanging the question of how cities will be able to provide services and infrastructure to the community given the restrictions on their ability to raise revenue for this purpose. Not allowing the use of FAR controls or minimum lot sizes to regulate the amount of building on a lot – particularly since the use of minimum lot size requirements are also prohibited – would allow for the "mansionization" of neighborhoods and could overload infrastructure capacity.

Background

SB 831 was introduced by State Senator Bob Wieckowski on January 4, 2018, and amended on April 9, 2018 and again on May 1, 2018. As of the writing of this staff report, the SB 831 passed the Transportation & Housing Committee on April 17, 2018, and the Governance and Finance Committee on April 25, 2018, and has been referred to the Appropriations Committee. No hearing date has been set as of the drafting of this report.

SB 1469 was introduced by State Senator Nancy Skinner on February 16, 2018, and amended several times, most recently on May 1, 2018. It was passed by the Governance and Finance Committee on April 25, 2018, and referred to the Appropriations Committee. No hearing date has been set as of the drafting of this report.

AB 2890 was introduced by State Assembly Member Ting on February 16, 2018, and amended on May 1, 2018. It was passed by the Housing and Community Development Committee on April 25, 2018, and the Local Government Committee on April 30, 2018. The bill has been referred to the Appropriations Committee. No hearing date has been set as of the drafting of this report.

Legal Review
The City Attorney 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. Letter Opposing SB 831
2. Text – SB 831
3. Letter Opposing SB 1469
4. Text – SB 1469
5. Letter Opposing AB 2890
6. Text – AB 2890

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ATTACHMENT 1
Letter Opposing SB 831

CITY OF SOUTH PASADENA

OFFICE OF THE CITY COUNCIL
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 ▪ FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

May 16, 2018

The Honorable Bob Wieckowski
California State Senate, District 10
State Capitol Building, Room 4085
Sacramento, CA 95814
VIA FAX: (916) 651-4910

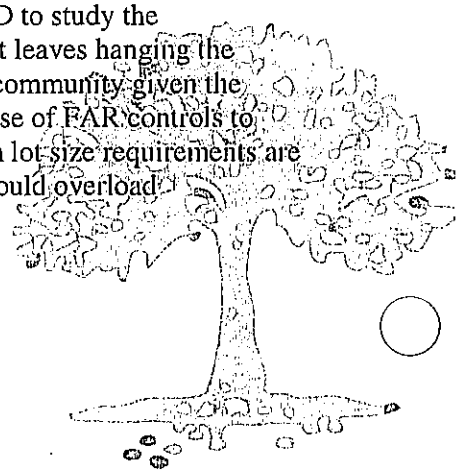
RE: **SB 831 (Wieckowski) Land Use: Accessory Dwelling Units.**
Notice of Opposition (as amended 4/9/18)

Dear Senator Wieckowski :

The City of South Pasadena opposes SB 831, which would impose additional restrictions on local accessory dwelling unit (ADU) ordinances and developer fees.

Specifically, SB 831 would make a number of changes to existing state law regulating local ADU ordinances. Most prominent of these changes are excluding the square footage of ADUs in floor area ratio calculations; disallows the use of minimum lot size regulations; requires cities to allow ADUs in all areas unless specifically excluded for fire and life safety purposes only, supported by a preponderance of the evidence; prohibits cities from requiring replacement parking in the event that the ADU results from a garage conversion; prohibits requiring that the owner of the primary residence reside on a lot with an ADU; requires that cities submit copies of their ADU ordinances within 60 days of adoption to the State Department of Housing and Community Development (HCD); and prohibits cities from imposing any and all developer fees on ADUs .

SB 831 continues the State's recent pattern of making changes to housing laws before the same laws passed in the previous year are absorbed by local governments, requiring cities to frequently amend their zoning codes to keep abreast of the rapid changes. This is enormously time-consuming and counterproductive, particularly for small cities like South Pasadena. The prohibition on imposing developer fees is, at best, premature, given that last year's AB 879 requires HCD to study the reasonableness of developer fees and report back to the Legislature next year. It leaves hanging the question of how cities will be able to provide services and infrastructure to the community given the restrictions on their ability to raise revenue for this purpose. Not allowing the use of FAR controls to regulate the amount of building on a lot – particularly since the use of minimum lot size requirements are also prohibited – would allow for the "mansionization" of neighborhoods and could overload infrastructure capacity.



For these reasons, the City of South Pasadena opposes SB 831. 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,

Richard D. Schneider, M.D.
Mayor

Marina Khubesrian, M.D.
Mayor Pro Tem

Michael A. Cacciotti
Councilmember

Robert S. Joe
Councilmember

Diana Mahmud
Councilmember

cc: South Pasadena City Manager
Assemblymember Chris Holden, Assembly District 41
State Senator Anthony Portantino, Senate District 25
State Senate Appropriations Committee, State Capitol Room 2206, Sacramento, CA 95814
Kristine Guerrero, League of California Cities Regional Public Affairs Manager (kguerrero@cacities.org)
League of California Cities, cityletters@cacities.org
Marrisa Carter, Executive Director, San Gabriel Valley Council of Governments (mcarter@sgvcog.org)
Kathryn Barger, Los Angeles County Board of Supervisors, 5th District (Kathryn@bos.lacounty.gov)

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ATTACHMENT 2
Text – SB 831

AMENDED IN SENATE MAY 1, 2018

AMENDED IN SENATE APRIL 9, 2018

AMENDED IN SENATE MARCH 13, 2018

SENATE BILL **No. 831**

Introduced by Senator Wieckowski
(Coauthors: Senators Atkins and Wiener)

January 4, 2018

An act to amend Sections 65585 and 65852.2 of, ~~to add Section 65852.21 to,~~ and to add and repeal Section 65852.23 of, the Government Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

SB 831, as amended, Wieckowski. Land use: accessory dwelling units.

The Planning and Zoning Law authorizes a local agency to provide by ordinance for the creation of accessory dwelling units in single-family and multifamily residential ~~zones~~ *zones, requires that ordinance to designate areas where accessory dwelling units may be permitted,* and sets forth standards the ordinance is required to impose, including, among others, maximum unit size, parking, and height standards. Existing law ~~authorizes~~ *prohibits an accessory dwelling unit from being considered by* a local agency, special district, or water corporation to ~~require~~ *be a new residential use for purposes of calculating connection fees or capacity charges for utilities. Existing law prohibits requirements for the installation of* a new or separate utility connection between the accessory dwelling unit and the ~~utility~~ *utility, except in instances where an accessory dwelling unit is subject to ministerial approval, as specified,* and authorizes a fee to be ~~charged, except as specified.~~

charged in those instances. Existing law requires a local agency to submit an ordinance adopted for the creation of accessory dwelling units to the Department of Housing and Community Development and authorizes the department to review and comment on the ordinance. Existing law requires an application for an accessory dwelling unit permit to be considered, as specified, within 120 days of receiving it.

This bill would ~~instead authorize a local agency to provide by ordinance for the creation of accessory dwelling units in areas where a single-family or multifamily dwelling is authorized, and would~~ require the ordinance *for the creation of accessory dwelling units* to designate areas where accessory dwelling units may be excluded for ~~fire and life~~ *health and* safety purposes, as specified. The bill would revise the standards for the local ordinance to, among other things, include a prohibition on considering the square footage of a proposed accessory dwelling unit when calculating an allowable floor-to-area ratio for the lot. The bill would require that a permit application for an accessory dwelling unit be approved or disapproved within 60 days and would specify that if a local agency does not act on an application for a accessory dwelling unit within 60 days, then the application shall be deemed approved. The bill would prohibit a local agency from requiring that offstreet parking spaces be replaced when a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit. The bill would prohibit another local ordinance, policy, or regulation from being the basis for the delay of the issuance of a building permit or use permit for an accessory dwelling unit. The bill would delete provisions authorizing a local agency to require owner occupancy by the permit ~~applicant and authorizing a local agency, special district, or water corporation to require an applicant to install a separate utility connection for the accessory dwelling unit and would state that an accessory dwelling unit shall not be considered a new residential use for purposes of calculating fees and shall not be subject to impact fees, connection fees, capacity charges, or any other fees levied by those entities.~~ *applicant.*

This bill would prohibit an accessory dwelling unit from being considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating fees charged for new development, except in certain circumstances when a new or separate utility connection between the accessory dwelling unit and the

utility may be required and except for certain fees charged by a school district that the bill would limit to $3,000 per accessory dwelling unit.

The bill would authorize the department, upon submission of an adopted ordinance for the creation of accessory dwelling units, to submit written findings to the local agency regarding whether the ordinance complies with statutory provisions. The bill would authorize the department to adopt guidelines to implement uniform standards or criteria to supplement or clarify the terms, references, or standards set forth in statute and would exempt the adoption of those guidelines from the Administrative Procedure Act. The bill would, until January 1, 2029, also require a local building official, upon request of the owner of the accessory dwelling unit, to approve a delay of not less than 10 years of the enforcement of any building code requirement ~~as applied to that accessory dwelling unit if,~~ *that,* in the judgment of the building official, ~~that enforcement~~ is not necessary to protect ~~the~~ *public* health and ~~safety of those residents, as specified.~~ *safety.* By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

This bill would also require the department to notify the city, county, or city and county and authorize notice to the Attorney General when the city, county, or city and county is not substantially complying with the above-described provisions regarding accessory dwelling units.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

SECTION 1. Section 65585 of the Government Code is amended to read:

65585. (a) In the preparation of its housing element, each city and county shall consider the guidelines adopted by the department pursuant to Section 50459 of the Health and Safety Code. Those

guidelines shall be advisory to each city or county in the preparation of its housing element.

(b) (1) At least 90 days prior to adoption of its housing element, or at least 60 days prior to the adoption of an amendment to this element, the planning agency shall submit a draft element or draft amendment to the department.

(2) The planning agency staff shall collect and compile the public comments regarding the housing element received by the city, county, or city and county, and provide these comments to each member of the legislative body before it adopts the housing element.

(3) The department shall review the draft and report its written findings to the planning agency within 90 days of its receipt of the draft in the case of an adoption or within 60 days of its receipt in the case of a draft amendment.

(c) In the preparation of its findings, the department may consult with any public agency, group, or person. The department shall receive and consider any written comments from any public agency, group, or person regarding the draft or adopted element or amendment under review.

(d) In its written findings, the department shall determine whether the draft element or draft amendment substantially complies with this article.

(e) Prior to the adoption of its draft element or draft amendment, the legislative body shall consider the findings made by the department. If the department's findings are not available within the time limits set by this section, the legislative body may act without them.

(f) If the department finds that the draft element or draft amendment does not substantially comply with this article, the legislative body shall take one of the following actions:

(1) Change the draft element or draft amendment to substantially comply with this article.

(2) Adopt the draft element or draft amendment without changes. The legislative body shall include in its resolution of adoption written findings which explain the reasons the legislative body believes that the draft element or draft amendment substantially complies with this article despite the findings of the department.

(g) Promptly following the adoption of its element or amendment, the planning agency shall submit a copy to the department.

(h) The department shall, within 90 days, review adopted housing elements or amendments and report its findings to the planning agency.

(i) (1) (A) The department shall review any action or failure to act by the city, county, or city and county that it determines is inconsistent with an adopted housing element or Section 65583, including any failure to implement any program actions included in the housing element pursuant to Section 65583. The department shall issue written findings to the city, county, or city and county as to whether the action or failure to act substantially complies with this article, and provide a reasonable time no longer than 30 days for the city, county, or city and county to respond to the findings before taking any other action authorized by this section, including the action authorized by subparagraph (B).

(B) If the department finds that the action or failure to act by the city, county, or city and county does not substantially comply with this article, and if it has issued findings pursuant to this section that an amendment to the housing element substantially complies with this article, the department may revoke its findings until it determines that the city, county, or city and county has come into compliance with this article.

(2) The department may consult with any local government, public agency, group, or person, and shall receive and consider any written comments from any public agency, group, or person, regarding the action or failure to act by the city, county, or city and county described in paragraph (1), in determining whether the housing element substantially complies with this article.

(j) The department shall notify the city, county, or city and county and may notify the Office of the Attorney General that the city, county, or city and county is in violation of state law if the department finds that the housing element or an amendment to this element, or any action or failure to act described in subdivision (i), does not substantially comply with this article or that any local government has taken an action in violation of the following:

(1) Housing Accountability Act (Section 65589.5 of the Government Code).

(2) Section 65863 of the Government Code.

(3) Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(4) Section 65008 of the Government Code.

(5) Section 65852.2 of the Government Code.

SEC. 2. Section 65852.2 of the Government Code is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas ~~where a~~ *zoned to allow* single-family or multifamily dwelling ~~is authorized.~~ *residential use.* The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be excluded for ~~fire and life safety~~ *health and safety, including fire safety,* purposes, based on clear findings that are supported by ~~a preponderance of~~ *substantial* evidence. The designation of areas shall be based on criteria that may include, but are not limited to, the adequacy of water and sewer services and other ~~fire and life safety~~ *health and safety, including fire safety,* issues.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(iii) Notwithstanding clause (i), a local agency may not implement standards for minimum lot size requirements for accessory dwelling units and shall allow for the construction of an accessory dwelling unit that complies with this section on any lot zoned for residential use, unless the local agency makes specific findings that the construction of the accessory dwelling unit would adversely impact public health and safety, including fire safety.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot. The square footage of a proposed accessory dwelling unit shall not be considered when calculating an allowable

floor-to-area ratio for the lot upon which the accessory dwelling unit is to be located.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot includes a proposed or existing single-family dwelling.

(iii) The accessory dwelling unit is either attached or located within the proposed or existing living area of the proposed or existing primary dwelling or accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

(iv) The total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the proposed or existing primary dwelling living area or 1,200 square feet.

(v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing living area or accessory structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than three feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, a local agency shall not require that those offstreet parking spaces be replaced.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) A permit application for an accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 60 days after receiving the application. If the local agency has not acted upon the submitted application with 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family

dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth. The square footage of a proposed accessory dwelling unit shall not be considered when calculating an allowable floor-to-area ratio for the lot upon which the accessory dwelling unit is to be located.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 60 days after receiving the application. If the local agency has not acted upon the submitted application within 60 days from the date of receipt, it shall be deemed approved.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the proposed or existing primary dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units

in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create one accessory dwelling unit per lot if the unit is substantially contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. A city shall not require owner occupancy for either the primary or the accessory dwelling unit created through this process. An agreement with a local agency to maintain owner occupancy as a condition for issuance of a building permit for an accessory dwelling unit shall be void as against public policy.

~~(f) A local agency shall not implement standards for minimum lot size requirements for accessory dwelling units and shall allow for the construction of an accessory dwelling unit that complies with this section on any lot that allows for construction of a home, unless specific findings are made by the local agency that the construction of the unit would adversely impact public safety.~~

~~(g)~~

(f) (1) An accessory dwelling unit shall not be considered by a local agency, ~~school district,~~ special district, or water corporation to be a new residential use for the purposes of calculating ~~fees.~~ *fees charged for new development, except as provided in paragraphs (2) and (3).*

(2) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (a), a local

agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee, capacity charge, or equivalent charge for new service that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(3) Fees charged by a school district pursuant to Chapter 4.9 (commencing with Section 65995) of this code and Chapter 6 (commencing with Section 17620) of Part 10.5 of Division 1 of Title 1 of the Education Code shall be limited to no more than three thousand dollars ($3,000) per accessory dwelling unit.

~~(h) An accessory dwelling unit permitted pursuant to this section shall not be subject to impact fees, connection fees, capacity charges, or any other fees levied by a local agency, school district, special district, or water corporation.~~

~~(i)~~

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

~~(j)~~

(h) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section. If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and may notify the office of the Attorney General that the local agency is in violation of state law. The local agency shall consider findings made by the department and may change the ordinance to comply with this section or adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

~~(k)~~

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

~~(I)~~

(j) As used in this section, the following terms mean:

(1) "Accessory structure" means an existing, fixed structure, including, but not limited to, a garage, studio, pool house, or other similar structure.

(2) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(3) "Local agency" means a city, county, or city and county, whether general law or chartered.

~~"Neighborhood"~~

(4) "Neighborhood" has the same meaning as set forth in Section 65589.5.

(5) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

~~(5)~~

(6) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(7) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(8) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

~~(m)~~

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

SEC. 3. Section 65852.23 is added to the Government Code, immediately following Section 65852.22, to read:

65852.23. (a) As used in this section, the following definitions apply:

(1) "Accessory dwelling unit" is defined as in Section 65852.2.

(2) "Building code" means the California Building Standards Code or that code as modified by a local agency.

(3) "Local agency" is defined as in Section 65852.2.

(b) When a local building official finds that a substandard accessory dwelling unit poses an imminent risk to the health and safety of the residents of the accessory dwelling unit, the local building official shall, upon request of the owner of the accessory dwelling unit and subject to the conditions set forth in this section, approve a delay of not less than 10 years of the enforcement of any building code requirement ~~as applied to that accessory dwelling unit if, in the judgment of the building official, that enforcement~~ *that, in the judgment of the building official,* is not necessary to protect ~~the~~ *public* health and ~~safety of those residents.~~ *safety.*

(c) An owner of an accessory dwelling unit shall be eligible for the delay specified in subdivision ~~(a)~~ *(b)* only if the owner has not received a notice or order to abate.

(d) In granting a delay pursuant to subdivision ~~(a),~~ *(b),* a building official shall consult with the applicable fire and code enforcement officials regardless of whether those officials are organized in a different department or a separate agency from the building official.

(e) A local building official shall not approve a delay pursuant to subdivision ~~(a)~~ *(b)* on or after January 1, 2029. A delay approved before January 1, 2029, shall remain in force for the full term of the delay after January 1, ~~2029, and an owner that received a delay shall retain the enforceable restriction on the property while the delay is in force.~~ *2029.*

~~(e)~~

(f) This section shall remain in effect only until January 1, 2039, and as of that date is repealed.

SEC. 4. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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ATTACHMENT 3
Letter Opposing SB 1469

CITY OF SOUTH PASADENA
OFFICE OF THE CITY COUNCIL
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 ▪ FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

May 16, 2018

The Honorable Nancy Skinner
California State Senate, District 9
State Capitol Building, Room 4085
Sacramento, CA 95814
VIA FAX: (916) 651-4909

RE: **SB 1469 (Skinner) Land Use: Accessory Dwelling Units.**
Notice of Opposition (as amended 5/1/18)

Dear Senator Skinner:

The City of South Pasadena opposes SB 1469, which would impose additional restrictions on local accessory dwelling unit (ADU) ordinances and developer fees.

Specifically, SB 1469 would make a number of changes to existing state law regulating local ADU ordinances. Most prominent of these changes include expanding the areas where ADUs must be allowed to include nonresidential zones; prohibits height restrictions of less than 16 feet; requires cities to allow ADUs of at least 800 square feet; restricts setback requirements; requires cities to allow ADUs in all areas unless specifically excluded for fire and life safety purposes only, supported by a preponderance of the substantial evidence; requires that cities submit copies of their ADU ordinances within 60 days of adoption to the State Department of Housing and Community Development (HCD); requires HCD to develop building code standards specifically for ADUs; and prohibits cities from imposing any and all developer fees on ADUs .

SB 1469 continues the State's recent pattern of making changes to housing laws before the same laws passed in the previous year are absorbed by local governments, requiring cities to frequently amend their zoning codes to keep abreast of the rapid changes. This is enormously time-consuming and counterproductive, particularly for small cities like South Pasadena. The prohibition on imposing developer fees is, at best, premature, given that last year's AB 879 requires HCD to study the reasonableness of developer fees and report back to the Legislature next year. It leaves hanging the question of how cities will be able to provide services and infrastructure to the community given the restrictions on their ability to raise revenue for this purpose. Not allowing the use of setbacks, FAR controls or minimum lot sizes to regulate the amount of building on a lot – particularly since the use of minimum lot size requirements are also prohibited – would allow for the "mansionization" of neighborhoods and could overload infrastructure capacity.

For these reasons, the City of South Pasadena opposes SB 1469. 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,

Richard D. Schneider, M.D.
Mayor

Marina Khubesrian, M.D.
Mayor Pro Tem

Michael A. Cacciotti
Councilmember

Robert S. Joe
Councilmember

Diana Mahmud
Councilmember

cc: South Pasadena City Manager
Assemblymember Chris Holden, Assembly District 41
State Senator Anthony Portantino, Senate District 25
State Senate Appropriations Committee, State Capitol Room 2206, Sacramento, CA 95814
Kristine Guerrero, League of California Cities Regional Public Affairs Manager (kguerrero@cacities.org)
Jason Rhine, Principal Lobbyist, League of California Cities (jrhine@cacities.org)
League of California Cities, cityletters@cacities.org
Marrisa Carter, Executive Director, San Gabriel Valley Council of Governments (mcarter@sgvcog.org)
Kathryn Barger, Los Angeles County Board of Supervisors, 5th District (Kathryn@bos.lacounty.gov)

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ATTACHMENT 4
Text - SB 1469

AMENDED IN SENATE MAY 1, 2018

AMENDED IN SENATE APRIL 16, 2018

AMENDED IN SENATE APRIL 11, 2018

AMENDED IN SENATE MARCH 22, 2018

SENATE BILL **No. 1469**

Introduced by Senator Skinner

February 16, 2018

An act to amend Sections 65852.2 and 65852.22 of the Government Code, and to add Section 17921.2 to the Health and Safety Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

SB 1469, as amended, Skinner. Land use: accessory dwelling units.

The Planning and Zoning Law authorizes a local agency to provide by ordinance for the creation of accessory dwelling units in single-family and multifamily residential zones, requires the ordinance to designate areas within the local jurisdiction where accessory dwelling units may be permitted, and sets forth standards the ordinance is required to impose, including, among others, maximum unit size, parking, lot coverage, and height standards.

The State Housing Law requires, with an exception for building standards adopted, amended or repealed by the State Fire Marshal, the Department of Housing and Community Development to propose the adoption, amendment, or repeal of building standards to the California Building Standards Commission, as specified, and adopt, amend, and repeal other rules and regulations for the protection of the public health, safety, and general welfare of the occupant and the public governing the erection, construction, enlargement, conversion, alteration, repair,

moving, removal, demolition, occupancy, use, height, court, area, sanitation, ventilation and maintenance of all apartment houses and dwellings, and buildings and structures accessory thereto.

This bill would ~~instead authorize accessory dwelling units to be created in areas where a single-family or multifamily dwelling is authorized. The bill would~~ *revise and recast the above-described provisions regarding accessory dwelling units to* authorize the ordinance adopted for the creation of accessory dwelling units to designate areas where accessory dwelling units are excluded for ~~fire and life~~ *health and* safety purposes based on clear findings supported by ~~a preponderance of~~ *substantial* evidence. The bill would limit the types of standards that a local agency may impose on accessory dwelling units, including parking, height, size, and setback requirements, and would revise certain standards as specified. The bill would include among the standards a requirement that the accessory dwelling unit comply with building standards in effect prior to the effective date of small home building standards that the bill would require the Department of Housing and Community Development to create, as specified, and submit to the California Building Standards Commission by January 1, 2020. The bill would require compliance with the latter building standards after their effective date. The bill would require a local agency that has not adopted an ordinance for accessory dwelling units to consider the permit ministerially without discretionary review or a hearing, and would deem an application approved if the local agency does not act on the submitted application within 60 days. *The bill would prohibit an accessory dwelling unit on a single-family lot, when assessed as new construction, from triggering a reassessment of the value of the underlying land and structures.* The bill would require a local agency, regardless of whether it has adopted an ordinance, to ministerially approve an application for a building permit to create one or more accessory dwelling units in specified circumstances.

Existing law ~~authorizes a local agency, special district, or water corporation to require~~ *prohibits an accessory dwelling unit from being considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities. Existing law prohibits requirements for the installation of* a new or separate utility connection between the accessory dwelling unit and the ~~utility~~ *utility, except in instances where an accessory dwelling unit is subject to ministerial approval, as specified,* and authorizes fees to be ~~charged.~~ *charged in those instances.*

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This bill would ~~specify that an accessory dwelling unit is not subject to impact fees, connection fees, capacity charges, or any other fees or charges levied by a local agency, school district, special district, or water corporation. The bill would also prohibit an accessory dwelling unit or a junior accessory dwelling unit on a single-family lot, when assessed as new construction, from triggering a reassessment of the value of the underlying land and structures.~~ *instead prohibit an accessory dwelling unit from being considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating fees charged for new development, except in certain circumstances when a new or separate utility connection between the accessory dwelling unit and the utility may be required and except for certain fees charged by a school district that the bill would limit to $3,000 per accessory dwelling unit.*

Existing law requires a local agency to submit an ordinance adopted for the creation of accessory dwelling units to the department and authorizes the department to review and comment on the ordinance.

This bill would authorize the department to submit written findings as to whether the ordinance complies with state law and to notify the Attorney General if the ordinance is in violation of state law. The bill would authorize the department to adopt guidelines to implement uniform standards or criteria to supplement or clarify the terms, references, and standards set forth in statute and would exempt the adoption of the guidelines from the Administrative Procedure Act. The bill would also revise applicable definitions and make other conforming changes.

Existing law authorizes a local agency to provide by ordinance for the creation of junior accessory dwelling units in single-family residential zones.

This bill would revise these provisions to among other things, require ministerial review of a permit and issuance at the permit within 60 days of application.

By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

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Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

SECTION 1. Section 65852.2 of the Government Code is amended to read:

65852.2. (a) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas ~~where a single-family or multifamily dwelling is authorized.~~ *zoned to allow single-family or multifamily residential use.* The ordinance shall do all of the following:

(1) Impose not more than the following standards on accessory dwelling units:

(A) (i) Subject to subdivision (m), require parking if an accessory dwelling unit is proposed on a lot. However, this parking requirement may be reduced or eliminated at the discretion of the local agency.

(ii) Subject to clause (iii), authorize required parking spaces to be provided as tandem parking, other nonconforming parking configurations, within a driveway, or within setback areas, without a requirement that any parking space be covered or within a structure.

(iii) The authorization of clause (ii) may be limited by specific findings by the local agency that tandem parking or other nonconforming parking configurations, or parking in setback locations is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(B) Require a front yard setback, landscape, and an architectural review of the accessory dwelling unit.

(C) Limits on accessory dwelling units greater than 800 square feet that are either attached to the rear of an existing or proposed primary dwelling structure or located in the rear yard of that dwelling structure.

(D) Standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(E) Prohibit the accessory dwelling unit from being sold or otherwise conveyed separately from the primary dwelling structure, except that the accessory dwelling unit may be rented separately from the primary dwelling structure.

(F) Require the lot where an accessory dwelling unit is located to have a proposed or existing single-family or multifamily primary dwelling structure.

(G) Require the accessory dwelling unit to be attached to or located within the living area of the proposed or existing primary single-family or multifamily dwelling structure, attached to or located within a proposed or existing accessory structure for the primary dwelling structure, or detached from the proposed or existing primary dwelling structure, and located on the same lot as the proposed or existing primary dwelling structure.

(H) Limit the total area of floorspace of an accessory dwelling unit and, if also on the same lot, a junior accessory dwelling unit, as defined in Section 65852.22, to not exceed 50 percent of the proposed or existing living area of the primary dwelling structure or 1,200 square feet, whichever is greater.

(I) Require an accessory dwelling unit to comply with the building standards in effect prior to the effective date of the building standards described in Section 17921.2 of the Health and Safety Code. Upon the effective date of the building standards described in Section 17921.2 of the Health and Safety Code, the ordinance adopted pursuant to this section shall require compliance with those building standards. If the accessory dwelling unit is factory-built housing approved by the department, the ordinance shall require compliance with the building standards for factory-built housing approved by the department and published in the California Building Standards Code.

(2) Provide that an accessory dwelling unit does not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning for the lot.

(3) Provide that an accessory dwelling unit shall not be considered to exceed the total allowable floor area or allowable floor-to-area ratio for the lot upon which the accessory dwelling unit is located.

(4) Provide that minimum lot size, total floor area, floor area ratio, and lot coverage standards shall not be applied to an accessory dwelling unit in an existing structure or a new construction, single story rear yard accessory dwelling unit, unless

the unit exceeds a height of 16 feet or exceeds four-feet side and rear yard setbacks.

(5) Provide that no passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(6) Provide that no setback shall be required for an existing living area or accessory structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above or attached to a garage or that is constructed in a rear or side yard area.

(7) Provide that an accessory dwelling unit that conforms to the ordinance shall be deemed to be an accessory use or an accessory building shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot, and shall not be considered to be a change of use for any purpose or exceed the allowable density for the lot upon which it is located.

(b) The ordinance adopted pursuant to subdivision (a) may do any of the following:

(1) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be excluded, but only for ~~purposes of fire and life safety,~~ *health and safety, including fire safety, purposes,* based on clear findings that are supported by ~~a preponderance of~~ *substantial* evidence. The designation of these areas shall be based on criteria that include the adequacy of water and sewer services and other ~~fire and life safety~~ *health and safety, including fire safety,* issues.

(2) Require an applicant for a permit issued pursuant to subdivision (a) on a lot with a proposed or existing single-family dwelling to be an owner-occupant. For purposes of this requirement, an owner-occupant shall include any of the following:

(A) An owner of the lot who occupies either the primary dwelling or the accessory dwelling unit, regardless of whether ownership of the lot is held in trust on behalf of the owner.

(B) A trust in which ownership of the lot is held if at least one beneficiary of the trust is a person with a disability and that person occupies the primary dwelling or the accessory dwelling unit.

(C) An organization or person that owns the lot and leases the primary dwelling or accessory dwelling unit at a below market rent pursuant to a regulatory agreement with a local agency.

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(3) Require any rental of the property to be for a term longer than 30 days and be subject to additional short-term rental standards.

(4) Require approval by the local health officer where a private sewage system is being used.

(5) Limit the height of an accessory dwelling unit only if the accessory dwelling unit is greater than 16 feet.

(c) The ordinance and an accessory dwelling unit that conforms to the ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(d) A permit application for an accessory dwelling unit submitted pursuant to the ordinance adopted pursuant to subdivision (a) shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 60 days after receiving the application. If the local agency does not act on the submitted application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(e) An existing ordinance governing an accessory dwelling unit adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in subdivision (a). If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of that subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in subdivision(a) for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(f) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under the ordinance adopted pursuant to this section.

(g) This section establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit

~~where a residential dwelling is authorized.~~ *on a lot zoned for residential use.* No additional standards, other than those provided in this section, shall be utilized or imposed.

(h) If an ordinance imposes an owner occupancy restriction, this restriction shall not be monitored more frequently than annually based on published public documents that evidence residency, including, but not limited to, a drivers license, school registration, or a voter registration document.

(i) An accessory dwelling unit on a single-family lot shall not, when assessed as new construction, trigger a reassessment of the value of the underlying land or other structures on the property.

(j) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this section.

(k) When a local agency that has not adopted an ordinance pursuant to subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 60 days after receiving the application. If the local agency does not act upon the submitted application within 60 days, it shall be deemed approved.

(l) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the proposed or existing primary dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an 800 square foot unit to be constructed in compliance with local development standards. The installation of fire sprinklers shall not be required in an accessory dwelling unit if they are not required for the primary residence.

(m) A local agency, whether or not it has adopted an ordinance pursuant to subdivision (a), shall not impose parking standards for one or two accessory dwelling units on a single-family dwelling lot in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary single-family dwelling or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(n) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, a local agency shall not require that those offstreet parking spaces be replaced.

(o) (1) Notwithstanding subdivisions (a) to (*l*), inclusive, a local agency shall ministerially approve an application for a building permit to create any of the following:

(A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the existing space of a single-family dwelling or accessory structure, including, but not limited to, reconstruction of an existing space with the same physical dimensions as the existing accessory structure.

(ii) The space has exterior access from the existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and life safety.

(B) One new construction single story accessory dwelling of not more than 800 square feet, not more than 16 feet in height, and that does not exceed four-feet side and rear yard setbacks.

(C) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as a livable space, including, but not limited to, a storage room, boiler room, passageway, attic, or garage.

(D) No more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) The installation of fire sprinklers shall not be required in an accessory dwelling unit authorized by ministerial permit pursuant to this subdivision if they are not required for the primary residence, and the local agency shall not require existing zoning nonconforming improvements to be corrected as a condition of granting the ministerial permit.

(3) A local agency may require owner occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot created pursuant to this subdivision.

(p) A local agency shall not implement standards for minimum lot size, lot coverage, or floor area ratio requirements for accessory dwelling units and shall allow for the construction of an accessory dwelling unit that complies with this section on any lot that allows for construction of a single-family or multifamily dwelling structure, unless specific findings are made based on a preponderance of evidence by a local agency that the construction of the accessory dwelling unit would adversely impact fire and life safety.

(q) *(1)* An accessory dwelling unit shall not be considered by a local agency, ~~school district,~~ special district, or water corporation to be a new residential use for the purposes of calculating ~~fees.~~ *fees charged for new development, except as provided in paragraphs (2) and (3).*

(2) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (o), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee, capacity charge, or equivalent charge for new service that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, and upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(3) Fees charged by a school district pursuant to Chapter 4.9 (commencing with Section 65995) and Chapter 6 of Part 10.5 of Division 1 of Title 1 of the Education Code (commencing with Section 17620) shall be limited to no more than three thousand dollars ($3,000) per accessory dwelling unit.

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~~(r) An accessory dwelling unit permitted pursuant to this section shall not be subject to impact fees, connection fees, capacity charges, or any other fees or charges levied by a local agency, school district, special district, or water corporation.~~

~~(s)~~

(r) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

~~(t)~~

(s) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section. If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law. The local agency shall consider findings made by the department and may change the ordinance to comply with section or adopt the ordinance without changes. The legislative body of the local agency shall include findings in its resolution that explain the reason the legislative body believes the ordinance complies with this section despite the findings of the department.

~~(u)~~

(t) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

~~(v)~~

(u) As used in this section, the following terms have the following meanings:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a detached structure from a single-family or multifamily dwelling structure and includes a detached garage, pool house, studio, and other similar structures, but does not include an accessory dwelling unit or junior accessory dwelling unit.

(3) "Department" means the Department of Housing and Community Development.

(4) "Factory-built housing" has the same meaning as in Section 19971 of the Health and Safety Code.

(5) (A) "Living area" within a single-family dwelling means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(B) "Living area" within a multifamily dwelling means the interior habitable area of the dwelling, but does not include a basement, attic, garage, or any accessory structure.

(6) "Local agency" means a city, county, or city and county, whether general law or chartered.

(7) "Neighborhood" has the same meaning as set forth in Section 65589.5.

(8) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(9) "Public transit" means buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(10) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

~~(w)~~

(v) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

~~(x)~~

(w) The amendments made to this section by the act adding this subdivision shall not be construed to apply to a permit application for an accessory dwelling unit submitted prior to January 1, 2019, which shall be subject to the requirements of this section as it read prior to that date.

SEC. 2. Section 65852.22 of the Government Code is amended to read:

65852.22. (a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:

(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family dwellings with a single-family dwelling already built on the lot.

(2) Require owner-occupancy in the single-family dwelling in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:

(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(4) Require a permitted junior accessory dwelling unit to be constructed within the existing walls of the structure, and require the inclusion of an existing bedroom.

(5) Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the structure, with an interior entry to the main living area. A permitted junior accessory dwelling may include a second interior doorway for sound attenuation.

(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:

(A) A sink with a maximum waste line diameter of 1.5 inches.

(B) A cooking facility with appliances that do not require electrical service greater than 120 volts, or natural or propane gas.

(C) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(b) (1) An ordinance shall not require additional parking as a condition to grant a permit.

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine whether the junior accessory dwelling unit is in compliance with applicable building standards.

(c) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. A permit shall be issued within 60 days of submission of an application for a permit pursuant to this section. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.

(d) For the purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family dwelling that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family dwellings within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit.

(e) For the purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(f) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory

dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(g) If a local agency has not adopted a local ordinance pursuant to this section, that local agency shall apply the standards established in this section for the approval if a permit to construct a junior accessory dwelling unit, unless and until the local agency adopts an ordinance that complies with this section.

(h) A junior accessory dwelling unit shall not, when assessed as new construction, trigger a reassessment of the value of the underlying land or other structures on the property.

(i) For purposes of this section, the following terms have the following meanings:

(1) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

SEC. 3. Section 17921.2 is added to the Health and Safety Code, to read:

17921.2. The department shall create small home building standards to apply to accessory dwelling units, which shall be drafted to achieve the most cost-effective construction standards possible, similar or more cost effective than standards in the 2007 edition of the California Building Standards Code. These small building standards shall be submitted to the California Building Standards Commission for consideration on or before January 1, 2020.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

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ATTACHMENT 5
Letter Opposing AB 2890

CITY OF SOUTH PASADENA

OFFICE OF THE CITY COUNCIL
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 ▪ FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

May 16, 2018

The Honorable Phil Ting
California Assembly, District 19
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0019
VIA FAX: (916) 651-4909

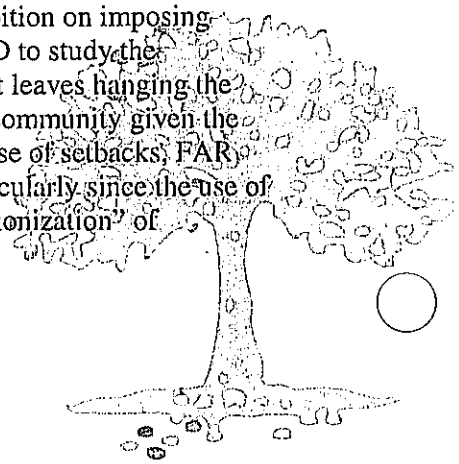
RE: **AB 2890 (Ting) Land Use: Accessory Dwelling Units.**
Notice of Opposition (as amended 5/1/18)

Dear Assemblymember Ting:

The City of South Pasadena opposes AB 2890, which would impose additional restrictions on local accessory dwelling unit (ADU) ordinances and developer fees.

Specifically, AB 2890 would make a number of changes to existing state law regulating local ADU ordinances. Most prominent of these changes include expanding the areas where ADUs must be allowed to include nonresidential zones; prohibits height restrictions of less than 16 feet; requires cities to allow ADUs of at least 800 square feet; restricts setback requirements; requires cities to allow ADUs in all areas unless specifically excluded for fire and life safety purposes only, supported by a preponderance of the substantial evidence; requires that cities submit copies of their ADU ordinances within 60 days of adoption to the State Department of Housing and Community Development (HCD); requires HCD to develop building code standards specifically for ADUs; and prohibits cities from imposing any and all developer fees on ADUs .

AB 2890 continues the State's recent pattern of making changes to housing laws before the same laws passed in the previous year are absorbed by local governments, requiring cities to frequently amend their zoning codes to keep abreast of the rapid changes. This is enormously time-consuming and counterproductive, particularly for small cities like South Pasadena. The prohibition on imposing developer fees is, at best, premature, given that last year's AB 879 requires HCD to study the reasonableness of developer fees and report back to the Legislature next year. It leaves hanging the question of how cities will be able to provide services and infrastructure to the community given the restrictions on their ability to raise revenue for this purpose. Not allowing the use of setbacks, FAR, controls or minimum lot sizes to regulate the amount of building on a lot – particularly since the use of minimum lot size requirements are also prohibited – would allow for the "mansionization" of neighborhoods and could overload infrastructure capacity.



For these reasons, the City of South Pasadena opposes AB 2890. 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,

Richard D. Schneider, M.D.
Mayor

Marina Khubesrian, M.D.
Mayor Pro Tem

Michael A. Cacciotti
Councilmember

Robert S. Joe
Councilmember

Diana Mahmud
Councilmember

cc: South Pasadena City Manager
Assemblymember Chris Holden, Assembly District 41
State Senator Anthony Portantino, Senate District 25
State Assembly Appropriations Committee, State Capitol Room 2114, Sacramento, CA 95814
Kristine Guerrero, League of California Cities Regional Public Affairs Manager (kguerrero@cacities.org)
Jason Rhine, Principal Lobbyist, League of California Cities (jrhine@cacities.org)
League of California Cities, cityletters@cacities.org
Marrisa Carter, Executive Director, San Gabriel Valley Council of Governments (mcarter@sgvcog.org)
Kathryn Barger, Los Angeles County Board of Supervisors, 5th District (Kathryn@bos.lacounty.gov)

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ATTACHMENT 6
Text - AB 2890

AMENDED IN ASSEMBLY MAY 1, 2018

AMENDED IN ASSEMBLY APRIL 12, 2018

AMENDED IN ASSEMBLY MARCH 22, 2018

CALIFORNIA LEGISLATURE—2017–18 REGULAR SESSION

ASSEMBLY BILL No. 2890

Introduced by Assembly Member Ting
(Principal coauthor: Senator Skinner)

February 16, 2018

An act to amend Sections 65852.2 and 65852.22 of the Government Code, and to add Section 17921.2 to the Health and Safety Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

AB 2890, as amended, Ting. Land use: accessory dwelling units.

The Planning and Zoning Law authorizes a local agency to provide by ordinance for the creation of accessory dwelling units in single-family and multifamily residential ~~zones, requires the ordinance to designate areas within the local jurisdiction where accessory dwelling units may be permitted,~~ *zones* and sets forth standards the ordinance is required to impose, including, among others, maximum unit size, parking, lot coverage, and height standards. *Existing law prohibits the ordinance from establishing size requirements for accessory dwelling units that do not permit at least an efficiency unit to be constructed.*

~~The State Housing Law requires, with an exception for building standards adopted, amended or repealed by the State Fire Marshal, the Department of Housing and Community Development to propose the adoption, amendment, or repeal of building standards to the California Building Standards Commission, as specified, and adopt, amend, and~~

~~repeal other rules and regulations for the protection of the public health, safety, and general welfare of the occupant and the public governing the erection, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court, area, sanitation, ventilation and maintenance of all apartment houses and dwellings, and buildings and structures accessory thereto.~~

~~This bill would instead authorize accessory dwelling units to be created in areas where a single-family or multifamily dwelling is authorized. The bill would authorize the ordinance adopted for the creation of accessory dwelling units to designate areas where accessory dwelling units are excluded for fire and life safety purposes based on clear findings supported by a preponderance of evidence. The bill would limit the types of standards that a local agency may impose on accessory dwelling units, including parking, height, size, and setback requirements, and would revise certain standards as specified. The bill would include among the standards a requirement that the accessory dwelling unit comply with small home building standards that the bill would require the Department of Housing and Community Development to create, as specified, and submit to the California Building Standards Commission by January 1, 2020. The bill would require a local agency that has not adopted an ordinance for accessory dwelling units to consider the permit ministerially without discretionary review or a hearing, and would deem an application approved if the local agency does not act on the submitted application within 60 days. The bill would require a local agency, regardless of whether it has adopted an ordinance, to ministerially approve an application for a building permit to create one or more accessory dwelling units in specified circumstances.~~

~~Existing law authorizes a local agency, special district, or water corporation to require a new or separate utility connection between the accessory dwelling unit and the utility and authorizes fees to be charged.~~

~~This bill would specify that an accessory dwelling unit is not subject to impact fees, connection fees, capacity charges, or any other fees or charges levied by a local agency, school district, special district, or water corporation. The bill would also specify that an accessory dwelling unit or a junior accessory dwelling unit on a single-family lot shall be valued for property tax purposes based exclusively on the value of the ministerial permit.~~

This bill would prohibit the imposition of lot coverage standards or requirements on minimum lot size, lot coverage, or floor area ratio, and would prohibit an ordinance from establishing size requirements

for accessory dwelling units that do not permit at least an 800 square foot unit to be constructed.

Existing law requires a local agency that has adopted an ordinance for the creation of accessory dwelling units to consider a permit application within 120 days of receiving the application, and requires a local agency that has not adopted an ordinance to ministerially approve a permit application for the creation of an accessory dwelling unit within 120 days of receiving the application. Existing law also authorizes a local agency ordinance to require a permit applicant for an accessory dwelling unit to be an owner-occupant.

This bill would instead require a local agency that has or has not adopted an ordinance to consider a permit application for the creation of an accessory dwelling unit within 60 days. The bill would provide that, if a local agency imposes an owner-occupancy restriction, the frequency of monitoring owner occupancy shall not be monitored more frequently than annually, shall be based on specified published documents, and would further define "owner-occupant" for purposes of that requirement.

Existing law requires a local agency to ministerially approve a permit application to create one accessory dwelling unit per single-family lot, subject to specified conditions and requirements.

This bill would provide for the ministerial approval of one or more accessory dwelling units on single-family and multifamily lots, subject to specified conditions and requirements.

Existing law requires a local agency to submit an ordinance adopted for the creation of accessory dwelling units to the department and authorizes the department to review and comment on the ordinance.

This bill would authorize the department to submit written findings as to whether the ordinance complies with state law and to notify the Attorney General if the ordinance is in violation of state law. The bill would authorize the department to adopt guidelines to implement uniform standards or criteria to supplement or clarify the terms, references, and standards set forth in statute and would exempt the adoption of the guidelines from the Administrative Procedure Act. The bill would also revise applicable definitions and make other conforming changes.

Existing law authorizes a local agency to provide by ordinance for the creation of junior accessory dwelling units in single-family residential ~~zones.~~ *zones and requires a local agency to consider an*

application for a junior accessory dwelling unit ministerially and to issue the permit within 120 days of submission of the application.

This bill would ~~revise these provisions to among other things, require ministerial review of a permit and issuance at the permit within 60 days of application.~~ *require the permit to be approved within 60 days of application and would require a local agency that has not adopted an ordinance for the creation of junior accessory dwelling units to apply the same standards established by this bill for local agencies with ordinances.*

The State Housing Law requires the Department of Housing and Community Development to propose building standards to the California Building Standards Commission, and to adopt, amend, or repeal rules and regulations governing apartment houses and dwellings, as specified.

This bill would require the department to create and submit small building standards to the California Building Standards Commission by January 1, 2020.

By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

~~SECTION 1. Section 65852.2 of the Government Code is amended to read:~~

~~65852.2. (a) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas where a single-family or multifamily dwelling is authorized. The ordinance shall do all of the following:~~

~~(1) Impose not more than the following standards on accessory dwelling units:~~

~~(A) (i) Subject to subdivision (m), require parking if an accessory dwelling unit is proposed on a lot. However, this parking requirement may be reduced or eliminated at the discretion of the local agency.~~

~~(ii) Subject to clause (iii), authorize required parking spaces to be provided as tandem parking, other nonconforming parking configurations, within a driveway, or within setback locations determined by the local agency, without a requirement that any parking space be covered or within a structure.~~

~~(iii) The authorization of clause (ii) may be limited by specific findings by the local agency that tandem parking or other nonconforming parking configurations, or parking in setback locations is not feasible based upon specific site or regional topographical or fire and life safety conditions.~~

~~(B) Limit the height of an accessory dwelling unit only if the accessory dwelling unit is greater than 16 feet.~~

~~(iii)~~

~~(C) Require a front yard setback, landscape, and an architectural review of the accessory dwelling unit.~~

~~(D) Limits on accessory dwelling units greater than 800 square feet that are either attached to the rear of an existing or proposed primary dwelling structure or located in the rear yard of that dwelling structure.~~

~~(E) Standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.~~

~~(F) Prohibit the accessory dwelling unit from being sold or otherwise conveyed separately from the primary dwelling structure, except that the accessory dwelling unit may be rented separately from the primary dwelling structure.~~

~~(G) Require the lot where an accessory dwelling unit is located to have a proposed or existing single-family or multifamily primary dwelling structure.~~

~~(H) Require the accessory dwelling unit to be attached to or located within the living area of the proposed or existing primary single-family or multifamily dwelling structure, attached to or located within a proposed or existing accessory structure for the primary dwelling structure, or detached from the proposed or existing primary dwelling structure, and located on the same lot as the proposed or existing primary dwelling structure.~~

~~(I) (i) Limit the total area of floorspace of an attached accessory dwelling unit and, if also on the same lot, a junior accessory dwelling unit, as defined in Section 65852.22, to not exceed 50 percent of the proposed or existing living area of the primary dwelling structure or 1,200 square feet, whichever is greater.~~

~~(ii) Limit the total area of floor space of a detached accessory dwelling unit to not exceed 1,200 square feet.~~

~~(J) Require an accessory dwelling unit to comply with the building standards described in Section 17921.2 of the Health and Safety Code or, if the accessory dwelling unit is factory-built housing approved by the department, comply with the building standards approved by the department and published in the California Building Standards Code.~~

~~(2) Provide that an accessory dwelling unit does not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning for the lot.~~

~~(3) Provide that an accessory dwelling unit shall not be considered to exceed the total allowable floor area or allowable floor-to-area ratio for the lot upon which the accessory dwelling unit is located.~~

~~(4) Provide that minimum lot size, total floor area, floor area ratio, and lot coverage standards shall not be applied to an accessory dwelling unit in an existing structure or a new construction, single story rear yard accessory dwelling unit, unless the unit exceeds a height of 16 feet or exceeds five-feet side and rear yard setbacks.~~

~~(5) Provide that no passageway shall be required in conjunction with the construction of an accessory dwelling unit.~~

~~(6) Provide that no setback shall be required for an existing living area or accessory structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above or attached to a garage or that is constructed in a rear or side yard area.~~

~~(7) Provide that an accessory dwelling unit that conforms to the ordinance shall be deemed to be an accessory use or an accessory building shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot, and shall not be considered to be a change of use for any purpose or exceed the allowable density for the lot upon which it is located.~~

~~(b) The ordinance adopted pursuant to subdivision (a) may do any of the following:~~

~~(1) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be excluded for fire and life safety purposes, based on clear findings that are supported by a preponderance of evidence. The designation of these areas shall be based on criteria that include the adequacy of water and sewer services and other fire and life safety issues.~~

~~(2) Require an applicant for a permit issued pursuant to subdivision (a) on a lot with a proposed or existing single-family dwelling to be an owner-occupant. For purposes of this requirement, an owner-occupant shall include any of the following:~~

~~(A) An owner of the lot who occupies either the primary dwelling or the accessory dwelling unit.~~

~~(B) A trust in which ownership of the lot is placed if at least one beneficiary of the trust is a person with a disability and that person occupies the primary dwelling or the accessory dwelling unit.~~

~~(C) An organization that owns the lot in order to provide long-term, deed-restricted affordable housing that is subject to a regulatory agreement with a local agency.~~

~~(3) Require any rental of the property to be for a term longer than 30 days and be subject to additional short-term rental standards.~~

~~(4) Require approval by the local health officer where a private sewage system is being used.~~

~~(c) The ordinance and an accessory dwelling unit that conforms to the ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.~~

~~(d) A permit application for an accessory dwelling unit submitted pursuant to the ordinance adopted pursuant to subdivision (a) shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 60 days after receiving the application. If the local agency does not act on the submitted application within 60 days, the application shall be deemed approved. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.~~

~~(e) An existing ordinance governing an accessory dwelling unit adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in subdivision (a). If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of that subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in subdivision (a) for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.~~

~~(f) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under the ordinance adopted pursuant to subdivision (a).~~

~~(g) This section establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit where a residential dwelling is authorized. No additional standards, other than those provided in this section, shall be utilized or imposed.~~

~~(h) If an ordinance imposes an owner occupancy restriction, this restriction shall not be monitored more frequently than annually based on published public documents that evidence residency, including, but not limited to, a drivers license, school registration, or a voter registration document.~~

~~(i) An accessory dwelling unit on a single-family lot shall, when assessed as new construction, be valued exclusively on the basis of the building permit value of the accessory dwelling unit ministerial permit, and shall not trigger a reassessment of the value of the underlying land or other structures on the property.~~

~~(j) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this section.~~

~~(k) When a local agency that has not adopted an ordinance pursuant to subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 60 days after receiving the application. If the local~~

~~agency does not act upon the submitted application within 60 days, it shall be deemed approved.~~

~~(*l*) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the proposed or existing primary dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an 800 square foot unit to be constructed in compliance with local development standards. The installation of fire sprinklers shall not be required in an accessory dwelling unit if they are not required for the primary residence.~~

~~(m) A local agency, whether or not it has adopted an ordinance pursuant to subdivision (a), shall not impose parking standards for one or two accessory dwelling units on a single-family dwelling lot in any of the following instances:~~

~~(1) The accessory dwelling unit is located within one-half mile of public transit.~~

~~(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.~~

~~(3) The accessory dwelling unit is part of the proposed or existing primary single-family dwelling or an accessory structure.~~

~~(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.~~

~~(5) When there is a car share vehicle located within one block of the accessory dwelling unit.~~

~~(n) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, a local agency shall not require that those offstreet parking spaces be replaced.~~

~~(o) (1) Notwithstanding subdivisions (a) to (*l*), inclusive, a local agency shall ministerially approve an application for a building permit to create any of the following:~~

~~(A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a single-family dwelling if all of the following apply:~~

~~(*i*) The accessory dwelling unit or junior accessory dwelling unit is within the existing space of a single-family dwelling or accessory structure, including, but not limited to, reconstruction~~

~~of an existing space with the same physical dimensions as the existing accessory structure.~~

~~(ii) The space has exterior access from the existing single-family dwelling.~~

~~(iii) The side and rear setbacks are sufficient for fire and life safety.~~

~~(B) One detached new construction single story accessory dwelling of not more than 800 square feet and that does not exceed four-feet side and rear yard setbacks.~~

~~(C) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as a livable space, including, but not limited to, a storage room, boiler room, passageway, attic, or garage.~~

~~(D) No more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.~~

~~(2) The installation of fire sprinklers shall not be required in an accessory dwelling unit authorized by ministerial permit pursuant to this subdivision if they are not required for the primary residence, and the local agency shall not require existing zoning nonconforming improvements to be corrected as a condition of granting the ministerial permit.~~

~~(3) A local agency may require owner occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot created pursuant to this subdivision.~~

~~(p) A local agency shall not implement standards for minimum lot size, lot coverage, or floor area ratio requirements for accessory dwelling units and shall allow for the construction of an accessory dwelling unit that complies with this section on any lot that allows for construction of a single-family or multifamily dwelling structure, unless specific findings are made based on a preponderance of evidence by a local agency that the construction of the accessory dwelling unit would adversely impact fire and life safety.~~

~~(q) An accessory dwelling unit shall not be considered by a local agency, school district, special district, or water corporation to be a new residential use for the purposes of calculating fees.~~

~~(r) An accessory dwelling unit permitted pursuant to this section shall not be subject to impact fees, connection fees, capacity~~

~~charges, or any other fees or charges levied by a local agency, school district, special district, or water corporation.~~

~~(s) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.~~

~~(t) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section. If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law. The local agency shall consider findings made by the department and may change the ordinance to comply with section or adopt the ordinance without changes. The legislative body of the local agency shall include findings in its resolution that explain the reason the legislative body believes the ordinance complies with this section despite the findings of the department.~~

~~(u) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.~~

~~(v) As used in this section, the following terms have the following meanings:~~

~~(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:~~

~~(A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.~~

~~(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.~~

~~(2) "Accessory structure" means a detached structure from a single-family or multifamily dwelling structure and includes a~~

~~detached garage, pool house, studio, and other similar structures, but does not include an accessory dwelling unit or junior accessory dwelling unit.~~

~~(3) "Department" means the Department of Housing and Community Development.~~

~~(4) "Factory-built housing" has the same meaning as in Section 19971 of the Health and Safety Code.~~

~~(5) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.~~

~~(6) "Local agency" means a city, county, or city and county, whether general law or chartered.~~

~~(7) "Neighborhood" has the same meaning as set forth in Section 65589.5.~~

~~(8) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.~~

~~(9) "Public transit" means buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.~~

~~(10) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.~~

~~(w) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.~~

~~(x) The amendments made to this section by the act adding this subdivision shall not be construed to apply to a permit application for an accessory dwelling unit submitted prior to January 1, 2019, which shall be subject to the requirements of this section as it read prior to that date.~~

~~SEC. 2. Section 65852.22 of the Government Code is amended to read:~~

~~65852.22. (a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance~~

~~may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:~~

~~(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family dwellings with a single-family dwelling already built on the lot.~~

~~(2) Require owner-occupancy in the single-family dwelling in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.~~

~~(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:~~

~~(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.~~

~~(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.~~

~~(4) Require a permitted junior accessory dwelling unit to be constructed within the existing walls of the structure, and require the inclusion of an existing bedroom.~~

~~(5) Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the structure, with an interior entry to the main living area. A permitted junior accessory dwelling may include a second interior doorway for sound attenuation.~~

~~(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:~~

~~(A) A sink with a maximum waste line diameter of 1.5 inches.~~

~~(B) A cooking facility with appliances that do not require electrical service greater than 120 volts, or natural or propane gas.~~

~~(C) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.~~

~~(b) (1) An ordinance shall not require additional parking as a condition to grant a permit.~~

~~(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine whether the junior accessory dwelling unit is in compliance with applicable building standards.~~

~~(c) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. A permit shall be issued within 60 days of submission of an application for a permit pursuant to this section. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.~~

~~(d) For the purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family dwelling that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family dwellings within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit.~~

~~(e) For the purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.~~

~~(f) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.~~

~~(g) If a local agency has not adopted a local ordinance pursuant to this section, that local agency shall apply the standards established in this section for the approval if a permit to construct a junior accessory dwelling unit, unless and until the local agency adopts an ordinance that complies with this section.~~

~~(h) A junior accessory dwelling unit shall, when assessed as new construction, be valued exclusively on the basis of the building permit value of the accessory dwelling unit ministerial permit, and~~

~~shall not trigger a reassessment of the value of the underlying land or other structures on the property.~~

~~(i) For purposes of this section, the following terms have the following meanings:~~

~~(1) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.~~

~~(2) "Local agency" means a city, county, or city and county, whether general law or chartered.~~

SECTION 1. Section 65852.2 of the Government Code is amended to read:

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, ~~lot coverage,~~ landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places. *These standards shall not include requirements on minimum lot size, lot coverage, or floor area ratio.*

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit may be rented separate from the primary residence, ~~but~~ *but* may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily use and includes a proposed or existing single-family dwelling.

(iii) The accessory dwelling unit is either attached or located within the living area of the proposed or existing primary dwelling or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

(iv) The total area of floorspace of an attached accessory dwelling unit shall not exceed 50 percent of the proposed or existing primary dwelling living area or 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, and the

local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within ~~120~~ *60* days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling

unit on a lot zoned for residential use that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days. *If an ordinance imposes an owner-occupancy restriction, this restriction shall not be monitored more frequently than annually based on published public documents that evidence residency, including, but not limited to, a driver's license, school registration, or a voter registration document. For purposes of this requirement, an owner-occupant shall include any of the following:*

(A) An owner of the lot who occupies either the primary dwelling or the accessory dwelling unit.

(B) A trust in which ownership of the lot is placed if at least one beneficiary of the trust is a person with a disability and that person occupies the primary dwelling or the accessory dwelling unit.

(C) An organization that owns the lot in order to provide long-term, deed-restricted affordable housing that is subject to a regulatory agreement with a local agency.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within ~~120~~ *60* days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the proposed or existing primary dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an ~~efficiency~~ *800 square foot* unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) *(1)* Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create ~~within a zone for single-family use one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. A city may require owner occupancy for either the primary or the accessory dwelling unit created through this process.~~ *any of the following:*

(A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the existing space of a single-family dwelling or accessory structure, including, but not limited to, reconstruction of an existing space with the same physical dimensions as the existing accessory structure.

(ii) The space has exterior access from the existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(B) One detached, new-construction, single-story accessory dwelling of not more than 800 square feet that does not exceed four-foot side and rear yard setbacks for a lot with a single-family dwelling.

(C) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, or garages, if each unit complies with state building standards for dwellings.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval, the correction of nonconforming conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency may require owner occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered by a local agency, special district, or water corporation to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. ~~The department may review and comment on this submitted ordinance.~~ *After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section. If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law. The local agency shall consider findings made by the department and may change the ordinance to comply with this section or adopt the ordinance without changes. The legislative body of the local agency shall include findings in its resolution that explain the reason the legislative body believes the ordinance complies with this section despite the findings of the department.*

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section.

~~(i)~~

(j) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) ~~For purposes of this section, "neighborhood"~~ *"Neighborhood"* has the same meaning as set forth in Section 65589.5.

(4) "Nonconforming condition" means a physical improvement on a property that does not conform with current zoning standards.

~~(4)~~

(5) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

~~(5)~~

(6) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

~~(6)~~

(7) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

~~(j)~~

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

SEC. 2. Section 65852.22 of the Government Code is amended to read:

65852.22. (a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory

dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:

(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence already built on the lot.

(2) Require owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:

(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(4) Require a permitted junior accessory dwelling unit to be constructed within the existing walls of the structure, and require the inclusion of an existing bedroom.

(5) Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the structure, with an interior entry to the main living area. A permitted junior accessory dwelling may include a second interior doorway for sound attenuation.

(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:

(A) A sink with a maximum waste line diameter of 1.5 inches.

(B) A cooking facility with appliances that do not require electrical service greater than 120 volts, or natural or propane gas.

(C) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(b) (1) An ordinance shall not require additional parking as a condition to grant a permit.

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine whether the junior accessory dwelling unit is in compliance with applicable building standards.

(c) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. A permit shall be issued within ~~120~~ *60* days of submission of an application for a permit pursuant to this section. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.

(d) For the purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit or not.

(e) For the purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(f) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(g) If a local agency has not adopted a local ordinance pursuant to this section, that local agency shall apply the standards established in this section for the approval of a permit to construct a junior accessory dwelling unit.

~~(g)~~

(h) For purposes of this section, the following terms have the following meanings:

(1) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

SEC. 3. Section 17921.2 is added to the Health and Safety Code, to read:

17921.2. The department shall create small home building standards to apply to accessory dwelling units, which shall be drafted to achieve the most cost-effective construction standards possible, similar or more cost effective than standards in the 2007 edition of the California Building Standards Code. These small building standards shall be submitted to the California Building Standards Commission for consideration on or before January 1, 2020.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Rafael O. Casillas, P.E., Acting Director of Public Works RDC

SUBJECT: **Adoption of a Resolution Supporting Assembly Bill 2538 (Rubio) Relating to Municipal Separate Storm Sewer Systems: Financial Capability Analysis: Pilot Project**

Recommendation Action
It is recommended that the City Council adopt a resolution supporting Assembly Bill 2538 (Rubio), as amended April 26, 2018, relating to Municipal Separate Storm Sewer Systems (MS4): Financial Capability Analysis: Pilot Project.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Executive Summary
The Bill would require the state board, by an unspecified date, to establish Financial Capability Assessment (FCA) guidelines for MS4 permittees that are adequate and consistent when considering the costs to local jurisdictions. The Bill would require the California Regional Water Quality Control Board, Los Angeles region, to use the guidelines in a pilot project conducted to assess if a financial capability analysis can be effectively used to help municipalities to implement a municipal separate storm sewer system permit. The Bill would require the state board to oversee the use of the guidelines and, upon the completion of the pilot project, to make statewide recommendations or site-specific recommendations based on feasibility and the need to address the most prominent pollutants.

Discussion/Analysis
In the 2017 legislative cycle, an FCA bill was introduced by Senator Hernandez as Senate Bill (SB) 589. South Pasadena City Council approved a letter of support for SB 589 on March 17, 2017. Due to concerns about the cost of implementing FCA, SB 589 was amended to only include a pilot program in the Los Angeles region. This year, the FCA concept was picked up by Assemblymember Rubio with the pilot project as beginning language for the Bill. Legislative staff is working to amend the Bill by adding information from the State Auditor's report which found that regional water boards do not adequately consider the costs that local jurisdictions face in compliance and that the

AGENDA ITEM 14

State Water Resources Control Board lacks expertise in municipal finance and accounting. The League of California Cities and San Gabriel Valley Council of Governments support the Bill and encourage local governments to do likewise. On April 24, 2018, the Assembly Committee on Environmental Safety and Toxic Materials reviewed the Bill for First Reading and proposed amendments. On April 26, 2018, the Bill was returned for Second Reading and re-referred to the Committee on Appropriations.

Background

Local governments are required to meet regulatory standards for drinking water, wastewater, and stormwater. The totality of expense in meeting these requirements can create a financial burden on municipalities and often competes for general fund resources creating difficult tradeoffs. Local taxing restrictions and economic realities often preclude passing compliance costs on to ratepayers and in some cases, the regulatory costs associated with water become a financial burden on residents as well.

In recognition of this problem, the Environmental Protection Agency (EPA) created the Financial Capability Assessment (FCA), a framework for assessing a community's ability to finance water-related capital infrastructure and the ability of individual utility customers to pay for water services without undue hardship. The FCA framework identifies the key elements the EPA uses in working with permittees to evaluate how their financial capability should influence compliance schedules. It does not exempt permittees from compliance. The process uses a two-phased approach to consider the burden on both ratepayers and municipalities:

- Ratepayers. The residential share of Clean Water Act (CWA) obligations is compared to the median household income (MHI).
- Municipalities. FCA assesses the financial strength of the permittee.

The U.S. Conference of Mayors (Mayors) completed an affordability survey that examined the financial capability of a diverse group of California cities. In November 2014, the Mayors released their report, *Public Water Cost Per Household: Assessing Financial Impacts of EPA Affordability Criteria in California Cities.* The study reviewed over 30 California cities using the EPA's affordability criteria under the FCA. The study found that 10 of those cities had 20% or more of households that exceeded EPA's threshold spending on combined water costs. Under the FCA process those cities would be eligible to request an extension of their timeline for meeting CWA regulations.

The CWA allows the EPA to grant oversight of compliance to states. California is one of many states that have created their own monitoring agencies; in this case the State Water Resources Control Board and the nine regional water boards. As a result, FCA does not apply to California. AB 2538 attempts to close this gap by creating a financial capability assessment program for the State.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact
The total cost of compliance with the MS4 Permit for the County of Los Angeles exceeds $20 billion. According to the Los Angeles Regional Water Board, failure to comply with the MS4 Permit conditions could result in the following fines: mandatory minimum $3,000/day per violation, and can go up to a maximum of $10,000/day; and maximum of $25,000/day per violation if imposed by Sate Court. The initiative would add significant complexity to the City's process for implementing fees.

Environmental Analysis
This item is exempt from any California Environmental Quality Act.

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

Attachments:
1. Resolution Supporting AB 2538
2. AB 2538 Bill Text

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ATTACHMENT 1
Resolution Supporting AB 2538

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, SUPPORTING ASSEMBLY BILL 2538 (RUBIO) RELATING TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS: FINANCIAL CAPABILITY ANALYSIS: PILOT PROJECT

WHEREAS, local governments are required to meet regulatory standards for drinking water, wastewater, and stormwater, and the totality of expense in meeting these requirements can create a financial burden on municipalities and often competes for general fund resources creating difficult tradeoffs; and

WHEREAS, local taxing restrictions and economic realities often preclude passing compliance costs on to ratepayers and in some cases, the regulatory costs associated with water become a financial burden on residents as well; and

WHEREAS, in recognition of this problem, the Environmental Protection Agency (EPA) created the Financial Capability Assessment (FCA), a framework for assessing a community's ability to finance water-related capital infrastructure and the ability of individual utility customers to pay for water services without undue hardship; and

WHEREAS, the Clean Water Act allows the EPA to grant oversight of compliance to states and California is one of many states that have created their own monitoring agencies; in this case the State Water Resources Control Board and the nine regional water boards; and

WHEREAS, because of this, the EPA's FCA framework does not apply to California and AB 2538 attempts to close this gap by creating an FCA program for the state; and

WHEREAS, AB 2538 would require the state board, by an unspecified date, to establish FCA guidelines for stormwater permittees and require the Los Angeles Regional Water Quality Control Board to use the guidelines in a pilot project conducted to assess if FCA can be effectively used to help municipalities to implement municipal separate storm sewer system permits (MS4); and

WHEREAS, AB 2538 would require the state board to oversee the use of the guidelines and, upon the completion of the pilot project, to make statewide recommendations or site-specific recommendations based on feasibility and the need to address the most prominent pollutants.

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

SECTION 1. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 16th day of May, 2018.

Richard D. Schneider, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th, day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
AB 2538 Bill Text

AMENDED IN ASSEMBLY APRIL 26, 2018

AMENDED IN ASSEMBLY MARCH 23, 2018

CALIFORNIA LEGISLATURE—2017–18 REGULAR SESSION

ASSEMBLY BILL No. 2538

Introduced by Assembly Member Rubio

February 14, 2018

An act to add Section 13185 to the Water Code, relating to water quality.

LEGISLATIVE COUNSEL'S DIGEST

AB 2538, as amended, Rubio. Municipal separate storm sewer systems: financial capability analysis: pilot project.

Under existing law, the State Water Resources Control Board and the California regional water quality control boards prescribe waste discharge requirements for the discharge of stormwater in accordance with the federal national pollutant discharge elimination system permit program. Existing law requires the state board or the regional boards to issue waste discharge requirements that ensure compliance with the federal Clean Water Act and apply any more stringent effluent standards or limitations necessary to implement water quality control plans, or for the protection of beneficial uses, or to prevent nuisance.

This bill would require the state board, by ~~an unspecified date,~~ *July 1, 2019,* to establish financial capability assessment guidelines for municipal separate storm sewer system permittees that are adequate and consistent when considering the costs to local jurisdictions. The bill would require the California Regional Water Quality Control Board, Los Angeles region, *within 60 days of completion of the state board's financial capability assessment guidelines,* to use the guidelines in a

pilot project conducted to assess if a financial capability analysis can be effectively used to help municipalities to implement a municipal separate storm sewer system permit. The bill would require the state board to oversee the use of the guidelines and, upon the completion of the pilot project, to make statewide recommendations or site-specific recommendations based on feasibility and the need to address the most prominent pollutants.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares as follows:

(1) On November 24, 2014, the federal Environmental Protection Agency, Office of Enforcement and Compliance Assurance, announced it had adopted a refined financial capability assessment framework to aid in negotiating schedules for compliance with the municipal federal Clean Water Act requirements and in developing integrated management plans.

(2) The financial capability assessment framework does not alter or waive water quality standards, but offers alternative compliance pathways to municipal separate storm sewer system permittees and achievable schedules for compliance for disadvantaged communities.

(3) A financial capability assessment is necessary to set achievable schedules for water quality objectives in water quality control plans under the Porter-Cologne Water Quality Control Act (Division 7 (commencing with Section 13000) of the Water Code) and to develop integrated regional water management plans.

(b) It is the intent of the Legislature in enacting this measure to do all of the following:

(1) Comply with the federal Clean Water Act (33 U.S.C. Sec. 1251 et seq.).

(2) Help local governments that are making a good faith effort to be stewards of the environment but lack a dedicated revenue source for stormwater.

(3) Find solutions and share the cost of compliance for local governments that are participating in a watershed management program or an enhanced watershed management program.

(4) Not weaken environmental protections for lower income communities but rather to provide funding to achieve the same protections for all communities.

(5) Help the State Water Resources Control Board, the California regional water quality control boards, and local governments to prioritize the many competing requirements faced by communities dealing with funding drinking water, groundwater, sanitary sewer, flood protection, and stormwater improvements.

(6) Give communities time to apply for grants to overcome the financial constraints of local government without fear of fines and third-party litigation.

SEC. 2. Section 13185 is added to the Water Code, to read:

13185. (a) By ~~——~~*July 1, 2019,* the state board shall establish financial capability assessment guidelines for municipal separate storm sewer system permittees that are adequate and consistent when considering the costs to local jurisdictions, including costs incurred in previous years. In developing the guidelines, the state board shall document any source it uses to develop an estimate of local costs and the overall cost of stormwater management. The state board shall consider, but is not limited to considering, both of the following United States Environmental Protection Agency policies in drafting the financial capability assessment guidelines:

(1) Combined Sewer Overflows—Guidance for Financial Capability Assessment and Schedule Development, dated February 1997.

(2) Affordability Criteria for Small Drinking Water Systems: An EPA Science Advisory Board Report, dated December 2002.

(b) ~~The~~ *Within 60 days of completion of the state board's financial capability assessment guidelines, the* regional board for the Los Angeles region shall use the guidelines developed by the state board in a pilot project conducted to assess if a financial capability analysis can be effectively used to help municipalities to implement a municipal separate storm sewer system permit. The state board shall oversee the use of the guidelines and, upon completion of the pilot project, shall make statewide recommendations or site-specific recommendations based on feasibility and the need to address the most prominent pollutants.

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Rafael O. Casillas, P.E., Acting Director of Public Works RDC

SUBJECT: **Memorandum of Agreement for Implementing the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area**

Recommendation Action
It is recommended that the City Council authorize the City Manager to execute a Memorandum of Agreement (MOA) with participating agencies to administer contracts related to the Coordinated Integrated Monitoring Program (CIMP) and Enhanced Watershed Management Plan (EWMP) for the Upper Los Angeles River (ULAR) Watershed Management Area.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Executive Summary
In 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) issued new Municipal Separate Storm Sewer System (MS4) permits. Under this permitting structure, local agencies (permittees) were allowed to form Enhanced Watershed Management Programs, consisting of multiple permittees within a watershed, for the purpose of consolidating their compliance efforts. The Upper Los Angeles River Enhanced Watershed Management Plan consists of nineteen permittees[1], eleven of which are members of the San Gabriel Valley Council of Governments (SGVCOG) as follows:

- City of Alhambra
- City of La Canada Flintridge
- City of Montebello
- City of Monterey Park
- City of Pasadena
- City of Rosemead
- City of San Gabriel
- City of San Marino
- City of South El Monte
- City of South Pasadena
- City of Temple City

1 The other eight members of the ULAR CIMP/EWMP are: Los Angeles County Flood Control District, County of Los Angeles, City of Los Angeles, City of Burbank, City of Calabasas, City of Glendale, City of Hidden Hills, and City of San Fernando.

AGENDA ITEM 15

Discussion/Analysis

CIMP/EWMP MOAs and Funding

One of the requirements under the permit is to establish a CIMP to monitor the progress of the EWMP toward meeting clean water goals. The CIMP scope of work includes program development, establishing monitoring stations at key waterbody outfalls, measuring pollutants and constituents at receiving waters, monitoring stormwater and non-stormwater outfalls, developing and tracking studies, and annual reporting to the Los Angeles Regional Water Quality Control Board (LARWQCB). There are both technical and managerial aspects of the CIMP function, including regular laboratory work such as water testing, and administrative interaction with the LARWQCB. Members of the EWMP meet monthly to review the CIMP and other aspects of the EWMP.

For the past four years, the City of Los Angeles Watershed Protection Division (LAWPD) has performed the CIMP function by agreement of all permittees in the EWMP. The LAWPD has the technical capability to perform monitoring actions integral to its organizational structure. In 2015, all ULAR permittees voluntarily entered into a MOA with the LAWPD to perform CIMP functions on behalf of the EWMP. The current MOA is structured such that in general, total monitoring and non-monitoring costs are distributed according to each permittee's land area relative to the total land area in the ULAR EWMP. For example, the City of Los Angeles has 58% of the land area in the EWMP so they pay 58% of the total cost of the CIMP. (With the initial MOA, there were additional startup costs and overhead so the formula is not exact).

Agency	Land Area (acres)	% of Area
LACFCD2		
City of Los Angeles	181,288.00	58.53%
County of Los Angeles	41,048.07	13.25%
City of Alhambra	4,884.31	1.58%
City of Burbank	11,095.20	3.58%
City of Calabasas	4,005.68	1.29%
City of Glendale	19,587.50	6.32%
City of Hidden Hills	961.03	0.31%
City of La Canada Flintridge	5,534.46	1.79%
City of Montebello	5,356.38	1.73%
City of Monterey Park	4,951.51	1.60%
City of Pasadena	14,805.30	4.78%
City of Rosemead	3,310.87	1.07%
City of San Fernando	1,517.64	0.49%
City of San Gabriel	2,644.87	0.85%

2 The Los Angeles County Flood Control District does not own any land; hence they are charged a percentage of the overcall cost of the CIMP rather than a percentage of the land area.

City of San Marino	2,409.64	0.78%
City of South El Monte	1,594.16	0.51%
City of South Pasadena	2,186.20	0.71%
City of Temple City	2,576.50	0.83%
Total	**309,757.32**	**100.00%**

Table 1: Relative and Total Land Area in the ULAR EWMP/CIMP

SGVCOG ROLE

When the MOA is renewed in 2018, EWMP members, including the LAWPD and all eleven cities in the San Gabriel Valley, are asking that the SGVCOG take over the billing portion of the MOA. The structure of the new five-year agreement would be identical to the current MOA with the exception of the following changes:

- Separate the technical execution of the CIMP and the financial management of the program in order to provide third-party oversight.
- Implement a flat rate financial management fee, as opposed to a percent-based fee, in order to stabilize budgeting.

Additionally, the LAWPD would like to incorporate an added role of marketing the LAWPD CIMP services to Individual Industrial Permittees (IIPs), commercial businesses, such as recyclers, restaurants, and auto repair shops, whose day-to-day functions require them to be monitored for stormwater and urban runoff pollution. The rationale is that the monitoring functions the LAWPD is already performing for the cities in the EWMP can also serve IIPs. Given a list of IIPs provided by the City, SGVCOG would send a form letter to each IIP offering them membership in the CIMP as an alternative to implementing a monitoring program on their own or through a contractor.

Having the SGVCOG enter into these MOAs provides several benefits to the ULAR EWMP, its permitted cities, the City, and the SGVCOG.

1. The MOAs provide comfort to the EWMP members at having third-party oversight of the expenditures of the program.
2. The SGVCOG would serve as a conduit for the LAWPD to expedite contracting of specialized outside consultant services, as needed, for issues beyond the LAWPD organic capability. This contracting is otherwise a lengthy process for the LAWPD based on their layered procurement process.
3. Extending CIMP services to IIPs also provides a service to businesses that may otherwise find it hard to comply with monitoring requirements.
4. Assuming this role increases the value of the SGVCOG to its member agencies in the strategic area of Water Quality and Stormwater.

Background
On December 28, 2012, the National Pollution Discharge Elimination System (NPDES) MS4 Permit was adopted by the Regional Board. The Permit requires that the Los Angeles County Flood Control District (LACFCD), the County, and eighty-four (84) cities within the County comply with the prescribed elements of the MS4 Permit. In order to meet compliance, South Pasadena joined the ULAR Watershed Management Area to develop and implement a collaborative EWMP and CIMP. The Regional Board approved the EWMP on April 20, 2016 and CIMP on November 18, 2018. Member agencies of the ULAR have agreed perform and coordinate the monitoring services of the CIMP and EWMP tasks. The total cost of the MOA will be distributed to member agencies on percent of land area. The SGVCOG will invoice and collect funds from agencies to execute the terms of the agreement. The MOA shall remain in effect for five (5) years form the effective date or until June 30, 2023.

Legal Review
The City Attorney has reviewed this item.

Fiscal Impact
The estimated participatory cost share for South Pasadena to participate in the Upper Los Angeles River Watershed Group's EWMP and CIMP efforts is $23,005 spread over the next five fiscal years.

Environmental Analysis
This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15301.

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: Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND ENHANCED WATERSHED MANAGEMENT PLAN (EWMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, for the purpose of this MOA, the term PARTIES shall mean the Cities of Los Angeles, Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, Temple City, Los Angeles

County Flood Control Districts (LACFCD), and the County of Los Angeles (COUNTY); and the term CITY shall mean only the City of Los Angeles; and the term SGVCOG shall mean the San Gabriel Valley Council of Government; and

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board has adopted National Pollutant Discharge Elimination System MS4 Permit Order No. R4-2012-0175 (MS4 Permit); and

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

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles Watershed Management Area as identified in Exhibit E of this MOA; and

WHEREAS, the PARTIES elected voluntarily to collaborate on the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the Upper Los Angeles Watershed Management Area as identified in Exhibit E of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the EWMP was submitted to the Regional Board by the PARTIES on June 25, 2015, and was approved by the Regional Board on April 20, 2016; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and was approved by the Regional Board on November 18, 2015; and

WHEREAS, the PARTIES have agreed for the CITY to perform and coordinate the MONITORING SERVICES of the CIMP and the EWMP-RELATED TASKS on the PARTIES' behalf, and the PARTIES have agreed to pay the CITY for their services as indicated in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B, respectively, of this MOA; and

WHEREAS, the CITY retains the right to outsource some or all of the elements of the MONITORING SERVICES and EWMP-RELATED TASKS, at a cost not to exceed those shown in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B; and

WHEREAS, the PARTIES desire to have the SGVCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and EWMP-RELATED TASKS and pay the CITY; (b) administer this MOA; and (c) negotiate, enter into agreements with, and collect funds from individual NPDES permit holders for cost-sharing of MONITORING SERVICES; and (d) negotiate, enter into agreements with consultant(s) to execute services to uphold the SERVICES and TASKS of this MOA; and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed $6,758,892 as shown in Table 1 of Exhibit C; and.

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and EWMP based on the Distributed Cost contained in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B, respectively, of this MOA; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA; and

WHEREAS, individual NPDES permit holders that are not PARTIES may wish to participate in the MONITORING SERVICES for individual permit compliance; and

WHEREAS, the PARTIES contemplate allowing such individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES; and

WHEREAS, the SGVCOG agrees to enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOA) for MONITORING SERVICES cost-sharing purposes only; and

WHEREAS, if other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the PARTIES contemplate that the invoicing table in Exhibit C will be modified as appropriate and each PARTY's proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

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

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and TASKS of the Upper Los Angeles River Watershed Management Area Group CIMP and EWMP and to authorize the SGVCOG to administer the cost sharing.

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

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and EWMP-RELATED TASKS and authorize the SGVCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on the date the last PARTY executes this MOA and shall remain in effect for five (5) years from the effective date or until June 30th, 2023, or whichever is later. The MOA may be extended, through an executed amendment, for an additional three (3) years.

Section 6. Commitment. Once effective, all cooperating PARTIES and the SGVCOG agree to uphold the promises contained in this MOA for the duration of the agreed upon term.

Section 7. THE PARTIES AND SGVCOG AGREE:

a. Monitoring Services. The CITY will perform the MONITORING SERVICES to support the PARTIES' submittal of the MS4 Permit Annual Report. The CITY reserves the right to modify this MOA, through a written amendment to be approved by all PARTIES, when conditions, such as, but not limited to, expansion of CIMP requirements, additional EWMP-RELATED TASKS impact annual costs.

b. Reporting. The PARTIES authorize the CITY to prepare and submit semi-annual and annual analytical monitoring reports to the Regional Board as described in the CIMP as well as electronic files if requested by the Regional Board. The CITY shall distribute the semi-annual and annual reports to the PARTIES fifteen (15) businesses days prior to submittal to the Regional Board. The PARTIES may

review the monitoring report and submit comments to the CITY prior to its submittal to the Regional Board.

c. Invoicing. The SGVCOG will invoice all PARTIES, except the CITY, in annual amounts not exceeding the invoice amounts shown in Table 1 of Exhibit C. SGVCOG will pay the CITY, the difference between the funds collected and the sum of administrative costs, the CITY's portion of shared costs for MONITORING SERVICES and EWMP-RELATED TASKS. The annual invoices will be issued in May of each calendar year in anticipation of the expected monitoring cost for the next fiscal year. The CITY shall provide SGVCOG an accounting of the MONITORING SERVICES and EWMP-RELATED TASKS completed during each annual payment term by October 31st of the following year. Contingency and other funds shall be retained by SGVCOG to be used at the discretion of the PARTIES. The PARTIES will form a Technical Advisory Committee (TAC) subcommittee to verify the accounting, monitoring and other work completed and the amount of the invoices before the SGVCOG remits payment back to the CITY.

d. Additional Studies. The PARTIES agree that preparing grant applications, and/or conducting watershed-wide special studies, monitoring with other watershed groups, conducting other collaborative activities for the purpose of complying with the MS4 Permit may be funded by the Parties subject to the terms of this MOA, provided that there are available excess contract funds or contingency funds available to fund these activities. Prior to the performance of any such activities, all PARTIES must provide written approval of the activities and revise Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B showing which PARTIES will be funding the activities and in what amounts.

a. Contracting. The PARTIES contemplate allowing other individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES. In the event that another NPDES permit holder wants to participate in the MONITORING SERVICES, the SGVCOG may enter into an individual separate agreement with such individual NPDES permit holder (which shall not become a party to this MOA) for MONITORING SERVICES cost sharing purposes. If other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the invoicing tables in Exhibit C shall be modified as appropriate and each PARTIES' proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

Section 8. Payment.

a. Annual Payment. Each PARTY shall pay the SGVCOG for its proportional share of the estimated cost for MONITORING SERVICES and EWMP-RELATED

TASKS including SGVCOG's fees as shown in Table 4 of Exhibit A and Table 3 of Exhibit B, within sixty (60) days of receipt of the invoice from the SGVCOG. The SGVCOG will remit payment to the CITY within sixty (60) days of receipt of payments from the other PARTIES, noting any delinquent payments that remain due after deducting the SGVCOG's administrative fixed fee as set forth in Table 4 of Exhibit A and Table 3 of Exhibit B and twelve hundred and thirty dollars ($1,230) per individual permittee agreement. The invoicing amounts presented in Exhibit C have been agreed upon by the PARTIES and are subject to change, through a written amendment, to address unforeseen challenges.

b. Program Management Fee. The costs of MONITORING SERVICES in Exhibit A and EWMP-RELATED TASKS in Exhibit B include a Program Management Fee for facilitation of this MOA by the SGVCOG in the combined amount of $100,000 per year as shown in Table 4 of Exhibit A and Table 3 of Exhibit B.

c. Contingency. The CITY and the SGVCOG will notify the PARTIES if actual expenditures for MONITORING SERVICES and/or EWMP-RELATED TASKS are anticipated to exceed the cost estimates contained in Exhibit A and B. Inasmuch, the MONITORING SERVICES may be adaptable to sampling events during an event that may preclude the CITY from notifying the PARTIES, and the CITY may incur cost greater than the contract estimates contained in Exhibit A. The PARTIES agree to pay the CITY (through SGVCOG) for their proportional share of these additional expenditures at an amount not to exceed ten percent (10%) of their proportional annual cost as shown in Table 1 of Exhibit C. Any costs which exceed this ten percent (10%) contingency will require an amendment to this MOA. These funds will be held by SGVCOG until such time as they are needed.

d. Reconciliation of this MOA. Any unexpended funds held by SGVCOG at the termination of this MOA will be refunded or credited to the PARTIES by the SGVCOG, as requested in writing by each PARTY and in accordance with the distributed cost formula set forth in Tables 1 of Exhibit C or PARTIES may elect to roll-over unexpended funds to cover monitoring expenses in the subsequent MOA. At the end of the MOA, the SGVCOG will provide the PARTIES with an accounting of actual expenditures within ninety (90) days.

e. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SGVCOG shall be subject to interest on the original amount from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent (1%) for any payment that is made within one (1) to thirty (30) days after the due date. The Prime Rate in effect when the payment first became due plus five percent (5%) shall apply to any payment that is made within thirty one (31) to sixty (60) days after the due date. The Prime Rate in

effect when the payment first became due plus ten percent (10%) shall apply to any payment that is made more than sixty (60) days past the due date. The rates, shall nevertheless, not exceed the maximum allowed by law.

f. Delinquent Payments. A payment is considered to be delinquent one hundred and eighty (180) days after receipt of the invoice from the SGVCOG. The following procedure may be implemented to attain payments from the delinquent PARTY or PARTIES: 1) verbally contact/meet with the manager(s) from the delinquent PARTY or PARTIES; 2) submit a formal letter to the delinquent PARTY or PARTIES from SGVCOG counsel; and 3) notify the Regional Board that the delinquent PARTY or PARTIES are no longer a participating member of the CIMP or EWMP. If the PARTY or PARTIES remain delinquent after the above procedures, then that PARTY's participation in this MOA will be deemed terminated, and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit C.

Section 9. THE PARTIES FURTHER AGREE:

a. Documentation. The PARTIES agree to provide at no cost to the City all requested information and documentation in their possession that is deemed necessary by the PARTIES to perform the MONITORING SERVICES and EWMP-RELATED TASKS.

b. Access. Each PARTY shall allow the City or its contractor reasonable access and entry to—on an as- needed basis during the term of this MOA—certain facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary for the CITY or its contractor to perform MONITORING SERVICES and EWMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES FACILITIES, the CITY shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. LACFCD, being a member of this MOA, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.

c. Each PARTY agrees that due to certain monitoring activities, such as toxicity testing, the total cost of this MOA is not inclusive of those activities that may be required to successfully complete the analyses. Thus, the PARTIES agree to

fund the required additional work when the CITY notifies them that the activity has taken place. The PARTIES agree to pay the CITY (through the SGVCOG) for their proportional share of these additional expenditures at an amount not to exceed their proportional annual cost plus the ten percent (10%) contingency as shown in Exhibit A. No PARTY will be obligated to pay for additional expenditures which exceed this amount absent an amendment to this MOA.

d. Reporting. The CITY shall distribute the semi-annual and annual reports to the PARTIES fifteen (15) business days prior to its intended date of submittal to the Regional Board. The PARTIES may review the reports and submitted comments to the CITY prior to its submittal to the Regional Board. The CITY has control of the submittal but shall discuss the PARTIES' comments as they apply to the report.

Section 10. Indemnification

a. Each PARTY and the SGVCOG shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.

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

Section 11. Termination

a. Any PARTY including the SGVCOG may withdraw from this MOA for any reason, in whole or part, by giving the other PARTIES and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly

responsible for their share of the costs of MONITORING SERVICES and EWMP-RELATED TASKS for the extent of the effective term of this MOA. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or EWMP. Upon withdrawal by the SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

b. The SGVCOG shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to terminate this MOA.

c. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

d. EQUIPMENT Ownership - Devices such as, automatic sampling stations inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES and/or SGVCOG at the addresses set forth in Exhibit D attached hereto and incorporated herein by reference. PARTIES and SBCCOG shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit D. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit D.

b. Administration. For the purposes of this MOA, the PARTIES and SGVCOG hereby designate as their respective representatives the persons named in Exhibit D. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.

c. Relationship of the Parties. The parties to this MOA are, and shall at all times remain as to each other, wholly independent entities. No party to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other party unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another party.

d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each party to this MOA; provided, however, no party may assign its respective rights or obligations under this MOA without the prior written consent of the other parties.

e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SGVCOG. Such amendments may be executed by those individuals listed in Exhibit D or by a responsible individual as determined by each PARTY.

f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

g. No Presumption in Drafting. The parties to this MOA agree that the general rule that an MOA is to be interpreted against the party drafting it, or causing it to be prepared shall not apply.

h. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.

i. Entire Agreement. This MOA constitutes the entire agreement of the parties to this MOA with respect to the subject matter hereof.

j. Waiver. Waiver by any party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.

k. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all parties to this MOA.

l. All parties to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and SGVCOG and shall be rectified by amending this MOA as described in Section 12(e).

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

COUNTY OF LOS ANGELES

By

Mark Pestrella, Director of Public Works

Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By

Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By:

Mark Pestrella, Chief Engineer	Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By:

Deputy	Date

CITY OF ALHAMBRA

By _____ _____
Stephen Sham Date
Mayor

APPROVED AS TO CONTENT:

By _____
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By _____
Joseph M. Montes, Esq.
City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____
Kevin James, President
Board of Public Works

ATTEST:

_____
Holly Wolcott
Interim City Clerk

APPROVED AS TO FORM:

_____
Michael N. Feuer
City Attorney

By: _____
Adena M. Hopenstand
Deputy City Attorney

CITY OF BURBANK

Dated: _____ CITY OF BURBANK

By _____

Will Rogers, Mayor

ATTEST:

_____

Zizette Mullins, CMC, City Clerk

APPROVED AS TO FORM:

_____

Joseph H. McDougall, Senior Assistant City Attorney

CITY OF CALABASAS

Dated: _____

CITY OF CALABASAS

By

_____

Fred Gaines, Mayor

ATTEST:

_____

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

_____

Scott Howard, Interim City Attorney

CITY OF GLENDALE

Dated: _____

CITY OF GLENDALE

By

_____

Zareh Sinanyan, Mayor

ATTEST:

_____

Yasmin K. Beers, City Manager

APPROVED AS TO FORM:

_____

Michael Garcia, City Attorney

CITY OF HIDDEN HILLS

Dated: _____

CITY OF HIDDEN HILLS

By _____

Larry G. Weber, Mayor

ATTEST:

_____

Cherie L. Paglia, City Manager

APPROVED AS TO FORM:

_____

Roxanne M. Diaz, City Attorney

CITY OF LA CAÑADA FLINTRIDGE

Dated: _____

CITY OF LA CAÑADA FLINTRIDGE

By

_____

Teresa Walker, Mayor

ATTEST:

_____

Mark R. Alexander, City Manager

APPROVED AS TO FORM:

_____

Mark Steres, City Attorney

CITY OF MONTEBELLO

Dated: _____

CITY OF MONTEBELLO

By

_____

Vanessa Delgado, Mayor

ATTEST:

_____

Irma-Bernal Barajas, City Clerk

APPROVED AS TO FORM:

_____

Chris Cardinale, City Attorney

CITY OF MONTEREY PARK

Date: _____ By: _____

Ron Bow, City Manager

ATTEST:

By: _____

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

By: _____

Karl H. Berger, Assistant City Attorney

CITY OF PASADENA

Dated: _____

CITY OF PASADENA

By

_____

Steve Mermell, City Manager

ATTEST:

_____

Mark Jomsky, City Clerk

APPROVED AS TO FORM:

_____

Brad L. Fuller, Assistant City Attorney

CITY OF ROSEMEAD

Dated: _____

CITY OF ROSEMEAD

By

_____

Gloria Molleda, City Manager

ATTEST:

_____

Ericka Hernandez, City Clerk

APPROVED AS TO FORM:

_____

Rachel H. Richman, City Attorney

CITY OF SAN FERNANDO

Dated: _____

CITY OF SAN FERNANDO

By

_____

Sylvia Ballin, Mayor

ATTEST:

_____

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

_____

Rick R. Olivarez, City Attorney

CITY OF SAN GABRIEL

Dated: _____

CITY OF SAN GABRIEL

By _____
Mark Lazzaretto, City Manager

ATTEST:

_____
Julie Nguyen, City Clerk

APPROVED AS TO FORM:

_____
Keith Lemieux, City Attorney

CITY OF SAN MARINO

Dated: _____ CITY OF SAN MARINO

By _____
Steve Talt, Mayor

ATTEST:

_____
Marcella Marlowe, City Manager

APPROVED AS TO FORM:

_____
Steven Flower, City Attorney

CITY OF SOUTH EL MONTE

Dated: _____

CITY OF SOUTH EL MONTE

By

_____

Jennifer E. Vasquez, City Manager

ATTEST:

_____

Rose Juarez, City Clerk

APPROVED AS TO FORM:

_____

Quinn Barrow, City Attorney

CITY OF SOUTH PASADENA

Dated: _____

CITY OF SOUTH PASADENA

By _____
Stephanie DeWolfe, City Manager

ATTEST:

_____
Evelyn G. Zneimer, City Clerk

APPROVED AS TO FORM:

_____
Teresa L. Highsmith, City Attorney

CITY OF TEMPLE CITY

Date: _____

CITY OF TEMPLE CITY

By

_____

Cynthia Sternquist, Mayor

ATTEST:

_____

Peggy Kuo, City Clerk

APPROVED AS TO FORM:

_____

Eric S. Vail, City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Date: _____

By: _____
Marisa Creter, Interim Executive Director

APPROVED AS TO FORM:

By: _____
Richard D. Jones
Counsel for the SGVCOG

EXHIBIT A

Upper Los Angeles River Enhanced Watershed Management Area CIMP Implementation Costs

Table 1. Exhibit A Distribution of Total Estimated Cost for Implementing the ULAR CIMP.

Agency	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD	$41,269	$57,360	$34,536	$34,556	$51,127	$218,848
City of Los Angeles	$448,136	$637,212	$373,145	$373,145	$580,367	$2,412,005
County of Los Angeles	$110,198	$132,588	$94,952	$95,161	$116,540	$549,439
City of Alhambra	$11,184	$10,053	$10,053	$10,053	$10,053	$51,398
City of Burbank	$25,406	$42,837	$22,837	$22,837	$54,168	$168,086
City of Calabasas	$23,640	$70,648	$8,245	$8,245	$8,245	$119,023
City of Glendale	$44,852	$71,702	$40,317	$40,317	$88,532	$285,720
City of Hidden Hills	$5,496	$15,915	$1,978	$1,978	$1,978	$27,345
City of La Canada Flintridge	$12,673	$14,057	$11,392	$11,392	$15,314	$64,827
City of Montebello	$12,265	$11,025	$11,025	$11,025	$11,025	$56,365
City of Monterey Park	$11,338	$10,192	$10,192	$10,192	$10,192	$52,105
City of Pasadena	$33,902	$30,693	$30,474	$30,474	$30,857	$156,399
City of Rosemead	$7,581	$6,815	$6,815	$6,815	$6,815	$34,840
City of San Fernando	$3,475	$4,623	$3,124	$3,124	$5,359	$19,705
City of San Gabriel	$6,056	$5,444	$5,444	$5,444	$5,444	$27,832
City of San Marino	$5,518	$4,960	$4,960	$4,960	$4,960	$25,357
City of South El Monte	$11,484	$11,271	$11,431	$11,594	$11,760	$57,541
City of South Pasadena	$5,006	$4,500	$4,500	$4,500	$4,500	$23,005
City of Temple City	$5,900	$5,303	$5,303	$5,303	$5,303	$27,113

Total Estimated Cost of CIMP	**$825,379**	**$1,147,199**	**$690,722**	**$691,114**	**$1,022,538**	**$4,376,952**

Note:
1. The Total Estimated Cost for each agency is the sum of General Monitoring Costs (refer to Table 2, Exhibit A) plus the costs for Non-Stormwater Outfall Monitoring (refer to Table 3a-j, Exhibit A), Legg Lake Receiving Water Monitoring, and SGVCOG annual fee.

Table 2. Exhibit A Distribution of General Monitoring Costs.

CIMP Component	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Receiving Water Monitoring	$273,744	$273,744	$273,744	$273,744	$273,744	$1,368,720
Stormwater Outfall Monitoring	$80,009	$80,009	$80,009	$80,009	$80,009	$400,044
Non-Stormwater Outfall Monitoring		(NSWO costs are distributed according to sub-watershed)				
Data Management (15%)	$53,063	$53,063	$53,063	$53,063	$53,063	$265,315
Capital Expenses	$96,906	$21,000	$21,000	$21,000	$21,000	$180,906
Operation & Maintenance Expenses	$9,414	$9,414	$9,414	$9,414	$9,414	$47,072
Contracted Services: Annual Report, Data Tools, On-call support	$90,000	$90,000	$90,000	$90,000	$90,000	$450,000
Program Management (5%)	$30,157	$26,362	$26,362	$26,362	$26,362	$135,603
General Monitoring Costs (Sub-Total)	$633,293	$553,592	$553,592	$553,592	$553,592	$2,847,659
Contingency (10%)	$63,329	$55,359	$55,359	$55,359	$55,359	$284,766
Annual Escalation (0%, 2%, 2%, 2%, 2%)	$0	$12,179	$12,179	$12,179	$12,179	$48,716
General Monitoring Costs (Total)	**$696,622**	**$621,130**	**$621,130**	**$621,130**	**$621,130**	**$3,181,141**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$34,831	$31,056	$31,056	$31,056	$31,056	$159,057
City of Los Angeles	181,288.00	58.53%	$387,319	$345,345	$345,345	$345,345	$345,345	$1,768,699
County of Los Angeles	41,048.07	13.25%	$87,698	$78,195	$78,195	$78,195	$78,195	$400,477
City of Alhambra	4,884.31	1.58%	$10,435	$9,304	$9,304	$9,304	$9,304	$47,653
City of Burbank	11,095.20	3.58%	$23,705	$21,136	$21,136	$21,136	$21,136	$108,248
City of Calabasas	4,005.68	1.29%	$8,558	$7,631	$7,631	$7,631	$7,631	$39,081
City of Glendale	19,587.50	6.32%	$41,848	$37,313	$37,313	$37,313	$37,313	$191,101
City of Hidden Hills	961.03	0.31%	$2,053	$1,831	$1,831	$1,831	$1,831	$9,376
City of La Canada Flintridge	5,534.46	1.79%	$11,824	$10,543	$10,543	$10,543	$10,543	$53,996

City of Montebello	5,356.38	1.73%	$11,444	$10,204	$10,204	$10,204	$10,204	$52,258
City of Monterey Park	4,951.51	1.60%	$10,579	$9,432	$9,432	$9,432	$9,432	$48,308
City of Pasadena	14,805.30	4.78%	$31,631	$28,203	$28,203	$28,203	$28,203	$144,445
City of Rosemead	3,310.87	1.07%	$7,074	$6,307	$6,307	$6,307	$6,307	$32,302
City of San Fernando	1,517.64	0.49%	$3,242	$2,891	$2,891	$2,891	$2,891	$14,807
City of San Gabriel	2,644.87	0.85%	$5,651	$5,038	$5,038	$5,038	$5,038	$25,804
City of San Marino	2,409.64	0.78%	$5,148	$4,590	$4,590	$4,590	$4,590	$23,509
City of South El Monte	1,594.16	0.51%	$3,406	$3,037	$3,037	$3,037	$3,037	$15,553
City of South Pasadena	2,186.20	0.71%	$4,671	$4,165	$4,165	$4,165	$4,165	$21,329
City of Temple City	2,576.50	0.83%	$5,505	$4,908	$4,908	$4,908	$4,908	$25,137
Total	**309,757.32**	**100%**	**$696,622**	**$621,130**	**$621,130**	**$621,130**	**$621,130**	**$3,181,141**

Note:
1. General Monitoring Costs include all required monitoring elements in the CIMP, except for Non-Stormwater Outfall Monitoring and Receiving water monitoring in Echo Park Lake, Lake Calabasas, and Legg Lake.
2. The areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Upper Los Angeles River watershed.
3. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the General Monitoring Costs, which is subtracted before the costs are distributed among the other Parties.
4. Area (acres) determined by GIS analysis as shown in Exhibit C.
5. Agency Percent Area = (Agency Area / Total Area) x 100%
6. Distributed Cost to each Party = [(Total of General Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%.

Table 3A Exhibit A Distribution of Costs for Non-Stormwater Outfall Monitoring in Aliso Canyon Wash

Non-Stormwater Outfall Monitoring (ACW)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$13,784	$0	$0	$0	$0	$13,784
Non-Stormwater Outfall Monitoring	$0	$58,132	$0	$0	$0	$58,132
Data Management (15%)	$2,068	$8,720	$0	$0	$0	$10,788
Program Management (5%)	$793	$3,343	$0	$0	$0	$4,135
Monitoring Cost Sub-Total	$16,645	$70,195	$0	$0	$0	$86,839
Contingency (10%)	$1,664	$7,019	$0	$0	$0	$8,684
Annual Escalation (0%, 2%, 2%)	$0	$1,544	$0	$0	$0	$1,544
Aliso Canyon Wash (Total)	**$18,309**	**$78,759**	**$0**	**$0**	**$0**	**$97,068**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$915	$3,938	$0	$0	$0	$4,853
City of Los Angeles	11,604.43	86.31%	$15,013	$64,581	$0	$0	$0	$79,594
County of Los Angeles	1,839.94	13.69%	$2,380	$10,240	$0	$0	$0	$12,620
ACW (Total)	**13,444.37**	**100%**	**$18,309**	**$78,759**	**$0**	**$0**	**$0**	**$97,068**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3B Exhibit A (McCoy Canyon)

Non-Stormwater Outfall Monitoring (McCoy Canyon)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$8,971	$0	$0	$0	$0	$8,971
Non-Stormwater Outfall Monitoring	$0	$37,937	$0	$0	$0	$37,937
Data Management (15%)	$1,346	$5,691	$0	$0	$0	$7,036
Program Management (5%)	$516	$2,181	$0	$0	$0	$2,697
Monitoring Cost Sub-Total	$10,833	$45,809	$0	$0	$0	$56,642
Contingency (10%)	$1,083	$4,581	$0	$0	$0	$5,664
Annual Escalation (0%, 2%, 2%)	$0	$1,008	$0	$0	$0	$1,008
McCoy Canyon (Total)	**$11,916**	**$51,397**	**$0**			**$63,314**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$596	$2,570	$0	$0	$0	$3,166
City of Los Angeles	161.26	5.28%	$597	$2,576	$0	$0	$0	$3,174
County of Los Angeles	237.07	7.76%	$878	$3,788	$0	$0	$0	$4,666
City of Calabasas	1,820.64	59.57%	$6,744	$29,089	$0	$0	$0	$35,833
City of Hidden Hills	837.12	27.39%	$3,101	$13,375	$0	$0	$0	$16,476
McCoy Canyon (Total)	**3,056.09**	**100%**	**$11,916**	**$51,397**	**$0**	**$0**	**$0**	**$63,314**

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3C Exhibit A (Dry Canyon)

Non-Stormwater Outfall Monitoring (Dry Canyon)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$8,971	$0	$0	$0	$0	$8,971
Non-Stormwater Outfall Monitoring	$0	$37,937	$0	$0	$0	$37,937
Data Management (15%)	$1,346	$5,691	$0	$0	$0	$7,036
Program Management (5%)	$516	$2,181	$0	$0	$0	$2,697
Monitoring Cost Sub-Total	$10,833	$45,809	$0	$0	$0	$56,642
Contingency (10%)	$1,083	$4,581	$0	$0	$0	$5,664
Annual Escalation (0%, 2%, 2%)	$0	$1,008	$0	$0	$0	$1,008
Dry Canyon (Total)	**$11,916**	**$51,397**	**$0**	**$0**	**$0**	**$63,314**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	–	–	$596	$2,570	$0	$0	$0	$3,166
City of Los Angeles	746.31	25.07%	$2,838	$12,241	$0	$0	$0	$15,079
County of Los Angeles	199.50	6.70%	$759	$3,272	$0	$0	$0	$4,031
City of Calabasas	2,031.13	68.23%	$7,724	$33,314	$0	$0	$0	$41,038
Dry Canyon (Total)	**2,976.94**	**100%**	**$11,916**	**$51,397**	**$0**	**$0**	**$0**	**$63,314**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3D Exhibit A (Bell Creek)

Non-Stormwater Outfall Monitoring (Bell Creek)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total

Inventory and 6 screening Events	$13,389	$0	$0	$0	$0	$13,389
Non-Stormwater Outfall Monitoring	$0	$37,937	$0	$0	$0	$37,937
Data Management (15%)	$2,008	$5,691	$0	$0	$0	$7,699
Program Management (5%)	$770	$2,181	$0	$0	$0	$2,951
Monitoring Cost Sub-Total	$16,167	$45,809	$0	$0	$0	$61,976
Contingency (10%)	$1,617	$4,581	$0	$0	$0	$6,198
Annual Escalation (0%, 2%, 2%)	$0	$1,008	$0	$0	$0	$1,008
Bell Creek (Total)	**$17,784**	**$51,397**	**$0**	**$0**	**$0**	**$69,181**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$889	$2,570	$0	$0	$0	$3,459
City of Los Angeles	9,281.64	86.24%	$14,569	$42,107	$0	$0	$0	$56,676
County of Los Angeles	1,357.60	12.61%	$2,131	$6,159	$0	$0	$0	$8,290
City of Hidden Hills	123.92	1.15%	$195	$562	$0	$0	$0	$757
Bell Creek (Total)	**10,763.16**	**100%**	**$17,784**	**$51,397**	**$0**	**$0**	**$0**	**$69,181**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3E Exhibit A (Segment C)

Non-Stormwater Outfall Monitoring (Segment C)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$28,360	$0	$0	$0	$28,360
Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$49,024	$0
Data Management (15%)	$0	$4,254	$0	$0	$7,354	$4,254
Program Management (5%)	$0	$1,631	$0	$0	$2,819	$1,631
Monitoring Cost Sub-Total	$0	$34,244	$0	$0	$59,197	$34,244
Contingency (10%)	$0	$3,424	$0	$0	$5,920	$3,424
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$1,302	$0
Segment C (Total)	**$0**	**$37,669**	**$0**	**$0**	**$66,419**	**$104,087**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$0	$1,883	$0	$0	$3,321	$5,204
City of Los Angeles	23,633.48	69.45%	$0	$24,853	$0	$0	$43,821	$68,674
County of Los Angeles	300.53	0.88%	$0	$316	$0	$0	$557	$873
City of Burbank	3,401.83	10.00%	$0	$3,577	$0	$0	$6,308	$9,885
City of Glendale	6,496.20	19.09%	$0	$6,831	$0	$0	$12,045	$18,877
City of Pasadena	197.70	0.58%	$0	$208	$0	$0	$367	$574
Segment C (Total)	**34,029.74**	**100%**	**$0**	**$37,669**	**$0**	**$0**	**$66,419**	**$104,087**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3F Exhibit A (Verdugo Wash)

Non-Stormwater Outfall Monitoring (Verdugo Wash)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$28,360	$0	$0	$0	$28,360
Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$40,916	$0
Data Management (15%)	$0	$4,254	$0	$0	$6,137	$4,254
Program Management (5%)	$0	$1,631	$0	$0	$2,353	$1,631
Monitoring Cost Sub-Total	$0	$34,244	$0	$0	$49,406	$34,244
Contingency (10%)	$0	$3,424	$0	$0	$4,941	$3,424
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$1,087	$0
Verdugo Wash(Total)	**$0**	**$37,669**	**$0**	**$0**	**$55,434**	**$93,102**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$0	$1,883	$0	$0	$2,772	$4,655
City of Los Angeles	1,276.17	6.68%	$0	$2,389	$0	$0	$3,515	$5,904

County of Los Angeles	3,671.20	19.20%	$0	$6,872	$0	$0	$10,113	$16,985
City of La Canada Flintridge	1,424.01	7.45%	$0	$2,665	$0	$0	$3,923	$6,588
City of Glendale	12,740.31	66.64%	$0	$23,848	$0	$0	$35,095	$58,942
City of Pasadena	6.08	0.03%	$0	$11	$0	$0	$17	$28
Verdugo Wash (Total)	**19,117.77**	**100%**	**$0**	**$37,669**	**$0**	**$0**	**$55,434**	**$93,102**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3G Exhibit A (Burbank Western Channel)

Non-Stormwater Outfall Monitoring (BWC)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$28,360	$0	$0	$0	$28,360
Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$42,363	$0
Data Management (15%)	$0	$4,254	$0	$0	$6,355	$4,254
Program Management (5%)	$0	$1,631	$0	$0	$2,436	$1,631
Monitoring Cost Sub-Total	$0	$34,244	$0	$0	$51,154	$34,244
Contingency (10%)	$0	$3,424	$0	$0	$5,115	$3,424
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$1,125	$0
Burbank Western Channel (Total)	**$0**	**$37,669**	**$0**	**$0**	**$57,395**	**$95,063**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$0	$1,883	$0	$0	$2,870	$4,753
City of Los Angeles	8,749.20	52.19%	$0	$18,676	$0	$0	$28,457	$47,133
City of Burbank	7,693.45	45.89%	$0	$16,423	$0	$0	$25,023	$41,445
City of Glendale	321.42	1.92%	$0	$686	$0	$0	$1,045	$1,732
Burbank Western Channel (Total)	**16,764.07**	**100%**	**$0**	**$37,669**	**$0**	**$0**	**$57,395**	**$95,063**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3H Exhibit A (Tujunga Wash)

Non-Stormwater Outfall Monitoring (Tujunga Wash)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$28,360	$0	$0	$0	$28,360
Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$41,435	$0
Data Management (15%)	$0	$4,254	$0	$0	$6,215	$4,254
Program Management (5%)	$0	$1,631	$0	$0	$2,382	$1,631
Monitoring Cost Sub-Total	$0	$34,244	$0	$0	$50,032	$34,244
Contingency (10%)	$0	$3,424	$0	$0	$5,003	$3,424
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$1,101	$0
Total	**$0**	**$37,669**	**$0**	**$0**	**$56,136**	**$93,805**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$0	$1,883	$0	$0	$2,807	$4,690
City of Los Angeles	32,491.56	89.72%	$0	$32,108	$0	$0	$47,849	$79,957
County of Los Angeles	2,183.42	6.03%	$0	$2,158	$0	$0	$3,215	$5,373
City of Glendale	20.25	0.06%	$0	$20	$0	$0	$30	$50
City of San Fernando	1,517.65	4.19%	$0	$1,500	$0	$0	$2,235	$3,735
Tujunga Wash (Total)	**36,212.88**	**100%**	**$0**	**$37,669**	**$0**	**$0**	**$56,136**	**$93,805**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3I Exhibit A (Segment D)

Non-Stormwater Outfall Monitoring (Segment D)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$28,360	$0	$0	$0	$28,360

Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$32,657	$0
Data Management (15%)	$0	$4,254	$0	$0	$4,899	$4,254
Program Management (5%)	$0	$1,631	$0	$0	$1,878	$1,631
Monitoring Cost Sub-Total	$0	$34,244	$0	$0	$39,433	$34,244
Contingency (10%)	$0	$3,424	$0	$0	$3,943	$3,424
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$868	$0
Total	**$0**	**$37,669**	**$0**	**$0**	**$44,244**	**$81,913**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$0	$1,883	$0	$0	$2,212	$4,096
City of Los Angeles	23,079.17	100.00%	$0	$35,785	$0	$0	$42,032	$77,817
Segment D (Total)	**23,079.17**	**100%**	**$0**	**$37,669**	**$0**	**$0**	**$44,244**	**$81,913**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3J Exhibit A (Bull Creek)

Non-Stormwater Outfall Monitoring (Bull Creek)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$26,778	$0	$0	$0	$26,778
Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$37,937	$0
Data Management (15%)	$0	$4,017	$0	$0	$5,691	$4,017
Program Management (5%)	$0	$1,540	$0	$0	$2,181	$1,540
Monitoring Cost Sub-Total	$0	$32,334	$0	$0	$45,809	$32,334
Contingency (10%)	$0	$3,233	$0	$0	$4,581	$3,233
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$1,008	$0
Total	**$0**	**$35,568**	**$0**	**$0**	**$51,397**	**$86,965**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total

LACFCD (5%)	--	--	$0	$1,778	$0	$0	$2,570	$4,348
City of Los Angeles	10,822.34	85.09%	$0	$28,752	$0	$0	$41,548	$70,299
County of Los Angeles	1,896.24	14.91%	$0	$5,038	$0	$0	$7,280	$12,318
Bull Creek (Total)	**12,718.58**	**100%**	**$0**	**$35,568**	**$0**	**$0**	**$51,397**	**$86,965**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3K Exhibit A (Legg Lake)

Legg Lake Receiving Water Monitoring	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Receiving Water Monitoring	$14,178	$14,178	$14,178	$14,178	$14,178	$42,533
Data Management (15%)	$2,127	$2,127	$2,127	$2,127	$2,127	$6,380
Program Management (5%)	$815	$815	$815	$815	$815	$2,446
Monitoring Cost Sub-Total	$17,120	$17,120	$17,120	$17,120	$17,120	$51,359
Contingency (10%)	$1,712	$1,712	$1,712	$1,712	$1,712	$5,136
Annual Escalation (0%, 2%, 2%, 2%, 2%)	$0	$377	$384	$392	$400	$761
Legg Lake (Total)	**$18,831**	**$19,208**	**$19,592**	**$19,984**	**$20,384**	**$98,000**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$942	$960	$980	$999	$1,019	$2,882
County of Los Angeles	2,044.68	56.21%	$10,056	$10,258	$10,463	$10,672	$10,885	$30,777
South El Monte	1,592.68	43.79%	$7,833	$7,990	$8,150	$8,313	$8,479	$23,973
Legg Lake (Total)	**3,637.35**	**100%**	**$18,831**	**$19,208**	**$19,592**	**$19,984**	**$20,384**	**$98,000**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within Lake = [(Total of Lake Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 4. San Gabriel Valley Council of Governments Fee

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	–	5.00%	$2,500	$2,500	$2,500	$2,500	$2,500	$12,500
City of Los Angeles	181,288.00	58.53%	$27,800	$27,800	$27,800	$27,800	$27,800	$138,999
County of Los Angeles	41,048.07	13.25%	$6,295	$6,295	$6,295	$6,295	$6,295	$31,473
City of Alhambra	4,884.31	1.58%	$749	$749	$749	$749	$749	$3,745
City of Burbank	11,095.20	3.58%	$1,701	$1,701	$1,701	$1,701	$1,701	$8,507
City of Calabasas	4,005.68	1.29%	$614	$614	$614	$614	$614	$3,071
City of Glendale	19,587.50	6.32%	$3,004	$3,004	$3,004	$3,004	$3,004	$15,018
City of Hidden Hills	961.03	0.31%	$147	$147	$147	$147	$147	$737
City of La Cañada Flintridge	5,534.46	1.79%	$849	$849	$849	$849	$849	$4,243
City of Montebello	5,356.38	1.73%	$821	$821	$821	$821	$821	$4,107
City of Monterey Park	4,951.51	1.60%	$759	$759	$759	$759	$759	$3,796
City of Pasadena	14,805.30	4.78%	$2,270	$2,270	$2,270	$2,270	$2,270	$11,352
City of Rosemead	3,310.87	1.07%	$508	$508	$508	$508	$508	$2,539
City of San Fernando	1,517.64	0.49%	$233	$233	$233	$233	$233	$1,164
City of San Gabriel	2,644.87	0.85%	$406	$406	$406	$406	$406	$2,028
City of San Marino	2,409.64	0.78%	$370	$370	$370	$370	$370	$1,848
City of South El Monte	1,594.16	0.51%	$244	$244	$244	$244	$244	$1,222
City of South Pasadena	2,186.20	0.71%	$335	$335	$335	$335	$335	$1,676
City of Temple City	2,576.50	0.83%	$395	$395	$395	$395	$395	$1,975
Total	**309,757.32**	**1.00**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$250,000**

Note:
1. Total cost of SGVCOG Fees is $50,000 per year.
2. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.

EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area EWMP Implementation Costs

Table 1. Distribution of Total Cost for Implementing ULAR EWMP Associated Tasks

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	5YR Total
City of Los Angeles	58.53%	$219,177	$166,120	$312,775	$416,958	$221,723	$1,336,752
Alhambra	1.58%	$5,916	$4,484	$6,735	$4,867	$5,985	$27,987
Burbank	3.58%	$13,409	$10,163	$15,265	$33,182	$13,564	$85,583
Calabasas	1.29%	$5,254	$3,662	$45,435	$3,975	$4,887	$63,213
Glendale	6.32%	$23,627	$17,943	$26,949	$98,628	$23,947	$191,139
Hidden Hills	0.31%	$4,303	$882	$10,237	$957	$1,176	$17,555
La Canada Flintridge	1.79%	$6,704	$5,082	$7,632	$5,516	$6,782	$31,717
Montebello	1.73%	$6,478	$4,910	$7,375	$5,329	$6,553	$30,646
Monterey Park	1.60%	$5,994	$4,544	$6,824	$4,932	$6,064	$28,357
Pasadena	4.78%	$17,897	$13,564	$20,375	$14,758	$18,105	$84,698
Rosemead	1.07%	$5,034	$3,034	$4,559	$3,294	$4,051	$19,971
San Fernando	0.49%	$4,474	$1,390	$2,088	$5,510	$1,855	$15,317
San Gabriel	0.85%	$4,828	$2,414	$3,625	$3,917	$3,221	$18,005
San Marino	0.78%	$4,753	$2,212	$3,324	$2,401	$2,953	$15,642
South El Monte	0.51%	$1,602	$3,052	$2,177	$1,573	$1,934	$10,338
South Pasadena	0.71%	$4,680	$2,010	$3,022	$2,182	$2,685	$14,579
Temple City	0.83%	$4,804	$2,354	$3,537	$2,555	$3,143	$16,393
LACFCD	--	$10,250	$6,500	$34,050	$27,300	$11,500	$89,600
LA County	13.25%	$49,616	$37,605	$69,313	$77,719	$50,192	$284,445
Total	**100.00%**	**$398,845**	**$290,923**	**$585,296**	**$715,552**	**$390,321**	**$2,381,938**

Notes:

1. Total Cost = SGVCOG Admin Fee + Annual Report Costs + Adaptive Management Costs + ROWD Costs + LRS Costs + TMRP Costs + Special Studies Costs + 2017 Report of Waste Discharge (ROWD).

Table 2 : Upper Los Angeles CIMP Contingency (Deficiency) Funds FY15/16 To FY 17/18

CITY	% Drainage Area	FY 15-16	FY 16-17	FY 17-18	Contingency		
			Contingency		Total collected FY15-18	Used	Leftover
City of Los Angeles	58.53%	$81,543	$66,726	$ 60,867	$209,136	$50,699.77	$158,436.67
Alhambra	1.58%	$2,201	$1,801	$1,643	$5,646	$5,258.20	$387.38
Burbank	3.58%	$4,988	$4,081	$3,723	$12,792	$6,858.12	$5,933.76
Calabasas	1.29%	$1,797	$1,471	$1,342	$4,609	$5,031.86	($422.50)
Glendale	6.32%	$8,805	$7,205	$6,572	$22,582	$9,045.74	$13,536.56
Hidden Hills	0.31%	$432	$353	$322	$1,108	$4,247.56	($3,139.88)
La Canada Flintridge	1.79%	$2,494	$2,041	$1,861	$6,396	$5,425.68	$970.26
Montebello	1.73%	$2,410	$1,972	$1,799	$6,182	$5,379.80	$801.75
Monterey Park	1.60%	$2,229	$1,824	$1,664	$5,717	$5,275.51	$441.53
Pasadena	4.78%	$6,659	$5,449	$4,971	$17,080	$7,813.84	$9,265.81
Rosemead	1.07%	$1,491	$1,220	$1,113	$3,823	$4,852.88	($1,029.61)
San Fernando	0.49%	$683	$559	$510	$1,751	$4,390.94	($2,640.10)
San Gabriel	0.85%	$1,184	$969	$884	$3,037	$4,681.32	($1,644.14)
San Marino	0.78%	$1,087	$889	$811	$2,787	$4,620.72	($1,833.66)
South El Monte	0.51%	$711	$581	$530	$1,822	$4,410.66	($2,588.35)
South Pasadena	0.71%	$989	$809	$738	$2,537	$4,563.16	($2,026.22)
Temple City	0.83%	$1,156	$946	$863	$2,966	$4,663.71	($1,698.00)
LACFCD	--	$7,333	$6,000	$5,473	$18,806	$ -	$18,806.05
LA County	13.25%	$18,460	$15,106	$13,779	$47,344	$ 14,573.98	$32,770.25
Total	**100.00%**	**$146,650**	**$120,004**	**$109,467**	**$376,121**	**$151,793.45**	**$224,327.55**

Notes:

1. Table represents excess contingency funds from FY 15-16 per Agency. As agreed, costs for the implementation of the TMRP ($4,000/Agency) was subtracted from each Agency's contingency surplus. Agency's showing Deficiency have remaining implementation costs factored into Year 1 of the TMRP annual costs (refer to Table 8)

Table 3: Upper Los Angeles SGVCOG Management Funds FY18/19 To FY 22/23

CITY	%Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ 27,802	$ 27,802	$ 27,802	$ 27,802	$ 27,802
Alhambra	1.58%	$ 751	$ 751	$ 751	$ 751	$ 751
Burbank	3.58%	$ 1,701	$ 1,701	$ 1,701	$ 1,701	$ 1,701
Calabasas	1.29%	$ 613	$ 613	$ 613	$ 613	$ 613
Glendale	6.32%	$ 3,002	$ 3,002	$ 3,002	$ 3,002	$ 3,002
Hidden Hills	0.31%	$ 147	$ 147	$ 147	$ 147	$ 147
La Canada Flintridge	1.79%	$ 850	$ 850	$ 850	$ 850	$ 850
Montebello	1.73%	$ 822	$ 822	$ 822	$ 822	$ 822
Monterey Park	1.60%	$ 760	$ 760	$ 760	$ 760	$ 760
Pasadena	4.78%	$ 2,271	$ 2,271	$ 2,271	$ 2,271	$ 2,271
Rosemead	1.07%	$ 508	$ 508	$ 508	$ 508	$ 508
San Fernando	0.49%	$ 233	$ 233	$ 233	$ 233	$ 233
San Gabriel	0.85%	$ 404	$ 404	$ 404	$ 404	$ 404
San Marino	0.78%	$ 371	$ 371	$ 371	$ 371	$ 371
South El Monte	0.51%	$ 242	$ 242	$ 242	$ 242	$ 242
South Pasadena	0.71%	$ 337	$ 337	$ 337	$ 337	$ 337
Temple City	0.83%	$ 394	$ 394	$ 394	$ 394	$ 394
LACFCD	--	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500
LA County	13.25%	$ 6,294	$ 6,294	$ 6,294	$ 6,294	$ 6,294
Total	100.00%	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000

Table 4: Upper Los Angeles Annual Report Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ 58,530	$ 58,530	$ 58,530	$ 58,530	$ 58,530
Alhambra	1.58%	$ 1,580	$ 1,580	$ 1,580	$ 1,580	$ 1,580
Burbank	3.58%	$ 3,580	$ 3,580	$ 3,580	$ 3,580	$ 3,580
Calabasas	1.29%	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290
Glendale	6.32%	$ 6,320	$ 6,320	$ 6,320	$ 6,320	$ 6,320
Hidden Hills	0.31%	$ 310	$ 310	$ 310	$ 310	$ 310
La Canada Flintridge	1.79%	$ 1,790	$ 1,790	$ 1,790	$ 1,790	$ 1,790
Montebello	1.73%	$ 1,730	$ 1,730	$ 1,730	$ 1,730	$ 1,730
Monterey Park	1.60%	$ 1,600	$ 1,600	$ 1,600	$ 1,600	$ 1,600
Pasadena	4.78%	$ 4,780	$ 4,780	$ 4,780	$ 4,780	$ 4,780
Rosemead	1.07%	$ 1,070	$ 1,070	$ 1,070	$ 1,070	$ 1,070
San Fernando	0.49%	$ 490	$ 490	$ 490	$ 490	$ 490
San Gabriel	0.85%	$ 850	$ 850	$ 850	$ 850	$ 850
San Marino	0.78%	$ 780	$ 780	$ 780	$ 780	$ 780
South El Monte	0.51%	$ 510	$ 510	$ 510	$ 510	$ 510
South Pasadena	0.71%	$ 710	$ 710	$ 710	$ 710	$ 710
Temple City	0.83%	$ 830	$ 830	$ 830	$ 830	$ 830
LACFCD	--	$ 0	$ 0	$ 0	$ 0	$ 0
LA County	13.25%	$ 13,250	$ 13,250	$ 13,250	$ 13,250	$ 13,250
Total	100.00%	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000

Notes:

1. LACFCD is compiling their own Annual Report and not contributing to the Watershed effort.

Table 5: Upper Los Angeles Adaptive Management Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ 41,703	$ -	$ 83,405	$ -	$ 55,604
Alhambra	1.58%	$ 1,126	$ -	$ 2,252	$ -	$ 1,501
Burbank	3.58%	$ 2,551	$ -	$ 5,102	$ -	$ 3,401
Calabasas	1.29%	$ 919	$ -	$ 1,838	$ -	$ 1,226
Glendale	6.32%	$ 4,503	$ -	$ 9,006	$ -	$ 6,004
Hidden Hills	0.31%	$ 221	$ -	$ 442	$ -	$ 295
La Canada Flintridge	1.79%	$ 1,275	$ -	$ 2,551	$ -	$ 1,701
Montebello	1.73%	$ 1,233	$ -	$ 2,465	$ -	$ 1,644
Monterey Park	1.60%	$ 1,140	$ -	$ 2,280	$ -	$ 1,520
Pasadena	4.78%	$ 3,406	$ -	$ 6,812	$ -	$ 4,541
Rosemead	1.07%	$ 762	$ -	$ 1,525	$ -	$ 1,017
San Fernando	0.49%	$ 349	$ -	$ 698	$ -	$ 466
San Gabriel	0.85%	$ 606	$ -	$ 1,211	$ -	$ 808
San Marino	0.78%	$ 556	$ -	$ 1,112	$ -	$ 741
South El Monte	0.51%	$ 363	$ -	$ 727	$ -	$ 485
South Pasadena	0.71%	$ 506	$ -	$ 1,012	$ -	$ 675
Temple City	0.83%	$ 591	$ -	$ 1,183	$ -	$ 789
LACFCD	--	$ 3,750	$ -	$ 7,500	$ -	$ 5,000
LA County	13.25%	$ 9,441	$ -	$ 18,881	$ -	$ 12,588
Total	**100.00%**	**$ 75,000**		**$ 150,000**	**$ -**	**$ 100,000**

Notes:

1. Year 3 includes costs for a Reasonable Assurance Analysis (RAA)

Table 6: Upper Los Angeles Report Of Waste Discharge (ROWD) FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ -	$ -	$ -	$ 14,194	$ -
Alhambra	1.58%	$ -	$ -	$ -	$ 383	$ -
Burbank	3.58%	$ -	$ -	$ -	$ 868	$ -
Calabasas	1.29%	$ -	$ -	$ -	$ 313	$ -
Glendale	6.32%	$ -	$ -	$ -	$ 1,533	$ -
Hidden Hills	0.31%	$ -	$ -	$ -	$ 75	$ -
La Canada Flintridge	1.79%	$ -	$ -	$ -	$ 434	$ -
Montebello	1.73%	$ -	$ -	$ -	$ 420	$ -
Monterey Park	1.60%	$ -	$ -	$ -	$ 388	$ -
Pasadena	4.78%	$ -	$ -	$ -	$ 1,159	$ -
Rosemead	1.07%	$ -	$ -	$ -	$ 259	$ -
San Fernando	0.49%	$ -	$ -	$ -	$ 119	$ -
San Gabriel	0.85%	$ -	$ -	$ -	$ 206	$ -
San Marino	0.78%	$ -	$ -	$ -	$ 189	$ -
South El Monte	0.51%	$ -	$ -	$ -	$ 124	$ -
South Pasadena	0.71%	$ -	$ -	$ -	$ 172	$ -
Temple City	0.83%	$ -	$ -	$ -	$ 201	$ -
LACFCD	--	$ -	$ -	$ -	$ 750	$ -
LA County	13.25%	$ -	$ -	$ -	$ 3,213	$ -
Total	100.00%	$ -	$ -	$ -	$ 25,000	$ -

Table 7: Upper Los Angeles Load Reduction Strategy (LRS)Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ -	$ -	$ 63,200	$ 236,644	$ -
Alhambra	1.58%	$ -	$ -	$ -	$ -	$ -
Burbank	3.58%	$ -	$ -	$ -	$ 22,150	$ -
Calabasas	1.29%	$ -	$ -	$ 39,935	$ -	$ -
Glendale	6.32%	$ -	$ -	$ -	$ 79,152	$ -

Hidden Hills	0.31%	$	-	$	-	$	8,913	$	-	$	-
La Canada Flintridge	1.79%	$	-	$	-	$	-	$	2,583	$	-
Montebello	1.73%	$	-	$	-	$	-	$	-	$	-
Monterey Park	1.60%	$	-	$	-	$	-	$	-	$	-
Pasadena	4.78%	$	-	$	-	$	-	$	35	$	-
Rosemead	1.07%	$	-	$	-	$	-	$	-	$	-
San Fernando	0.49%	$	-	$	-	$	-	$	3,483	$	-
San Gabriel	0.85%	$	-	$	-	$	-	$	-	$	-
San Marino	0.78%	$	-	$	-	$	-	$	-	$	-
South El Monte	0.51%	$	-	$	-	$	-	$	-	$	-
South Pasadena	0.71%	$	-	$	-	$	-	$	-	$	-
Temple City	0.83%	$	-	$	-	$	-	$	-	$	-
LACFCD	--	$	-	$	-	$	6,575	$	20,050	$	-
LA County	13.25%	$	-	$	-	$	12,827	$	36,902	$	-
Total	**100.00%**	**$**	**-**	**$**	**-**	**$**	**131,500**	**$**	**50,000**	**$**	**-**

Notes:

1. Includes costs to perform non-stormwater investigations ($10K/Trib or Reach), Facts Sheets for Priority Outfalls ($3K/ea assumed 4 POs/Trib or Reach), and LRS Reports for Segment E Tributaries (FY 20-21), Segment C and its Tributaries, and Segment D and its Tributaries (FY 21-22)

Table 8: Upper Los Angeles Trash Monitoring And Reporting Plan (TMRP) Implementation FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	46.7%	$ 35,305	$ 35,305	$ 35,305	$ 35,305	$ 35,305
Alhambra	1.26%	$ 953	$ 953	$ 953	$ 953	$ 953
Burbank	2.86%	$ 2,162	$ 2,162	$ 2,162	$ 2,162	$ 2,162
Calabasas	1.03%	$ 1,201	$ 779	$ 779	$ 779	$ 779
Glendale	5.05%	$ 3,818	$ 3,818	$ 3,818	$ 3,818	$ 3,818
Hidden Hills	0.25%	$ 3,329	$ 189	$ 189	$ 189	$ 189
La Canada Flintridge	1.43%	$ 1,081	$ 1,081	$ 1,081	$ 1,081	$ 1,081
Montebello	1.38%	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043

Monterey Park	1.28%	$ 968	$ 968	$ 968	$ 968	$ 968
Pasadena	3.81%	$ 2,880	$ 2,880	$ 2,880	$ 2,880	$ 2,880
Rosemead	0.85%	$ 1,672	$ 643	$ 643	$ 643	$ 643
San Fernando	0.39%	$ 2,935	$ 295	$ 295	$ 295	$ 295
San Gabriel	0.68%	$ 2,158	$ 514	$ 514	$ 514	$ 514
San Marino	0.62%	$ 2,302	$ 469	$ 469	$ 469	$ 469
South El Monte	0.41%	$ 2,898	$ 310	$ 310	$ 310	$ 310
South Pasadena	0.56%	$ 2,450	$ 423	$ 423	$ 423	$ 423
Temple City	0.66%	$ 2,197	$ 499	$ 499	$ 499	$ 499
LACFCD	--	$ 0	$ 0	$ 0	$ 0	$ 0
LA County	10.57%	$ 7,991	$ 7,991	$ 7,991	$ 7,991	$ 7,991
Total	**79.79%**	**$ 77,344**	**$ 60,321**	**$ 60,321**	**$ 60,321**	**$ 60,321**

Notes:

1. Total Drainage Area (100%) includes the Ballona Creek Participating Agencies (not shown here).
2. LACFCD is implementing their own TMRP independently, and is not contributing to this Watershed effort.

Table 9: Upper Los Angeles Special Studies Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ 44,483	$ 44,483	$ 44,483	$ 44,483	$ 44,483
Alhambra	1.58%	$ 1,201	$ 1,201	$ 1,201	$ 1,201	$ 1,201
Burbank	3.58%	$ 2,721	$ 2,721	$ 2,721	$ 2,721	$ 2,721
Calabasas	1.29%	$ 980	$ 980	$ 980	$ 980	$ 980
Glendale	6.32%	$ 4,803	$ 4,803	$ 4,803	$ 4,803	$ 4,803
Hidden Hills	0.31%	$ 236	$ 236	$ 236	$ 236	$ 236
La Canada Flintridge	1.79%	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360
Montebello	1.73%	$ 1,315	$ 1,315	$ 1,315	$ 1,315	$ 1,315
Monterey Park	1.60%	$ 1,216	$ 1,216	$ 1,216	$ 1,216	$ 1,216
Pasadena	4.78%	$ 3,633	$ 3,633	$ 3,633	$ 3,633	$ 3,633
Rosemead	1.07%	$ 813	$ 813	$ 813	$ 813	$ 813
San Fernando	0.49%	$ 372	$ 372	$ 372	$ 372	$ 372
San Gabriel	0.85%	$ 646	$ 646	$ 646	$ 646	$ 646

San Marino	0.78%	$ 593	$ 593	$ 593	$ 593	$ 593
South El Monte	0.51%	$ 388	$ 388	$ 388	$ 388	$ 388
South Pasadena	0.71%	$ 540	$ 540	$ 540	$ 540	$ 540
Temple City	0.83%	$ 631	$ 631	$ 631	$ 631	$ 631
LACFCD	--	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000
LA County	13.25%	$ 10,070	$ 10,070	$ 10,070	$ 10,070	$ 10,070
Total	**100.00%**	**$ 80,000**	**$ 80,000**	**$ 80,000**	**$ 80,000**	**$ 80,000**

Notes:

1. Special studies at a cost of $200,000 each spread out over 5 years.

Table 10: Upper Los Angeles 2017 Report Of Waste Discharge (ROWD) Cost

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ 11,355	$ -	$ -	$ -	$ -
Alhambra	1.58%	$ 307	$ -	$ -	$ -	$ -
Burbank	3.58%	$ 695	$ -	$ -	$ -	$ -
Calabasas	1.29%	$ 250	$ -	$ -	$ -	$ -
Glendale	6.32%	$ 1,226	$ -	$ -	$ -	$ -
Hidden Hills	0.31%	$ 60	$ -	$ -	$ -	$ -
La Canada Flintridge	1.79%	$ 347	$ -	$ -	$ -	$ -
Montebello	1.73%	$ 336	$ -	$ -	$ -	$ -
Monterey Park	1.60%	$ 310	$ -	$ -	$ -	$ -
Pasadena	4.78%	$ 927	$ -	$ -	$ -	$ -
Rosemead	1.07%	$ 208	$ -	$ -	$ -	$ -
San Fernando	0.49%	$ 95	$ -	$ -	$ -	$ -
San Gabriel	0.85%	$ 165	$ -	$ -	$ -	$ -
San Marino	0.78%	$ 151	$ -	$ -	$ -	$ -
South El Monte	0.51%	$ 99	$ -	$ -	$ -	$ -
South Pasadena	0.71%	$ 138	$ -	$ -	$ -	$ -
Temple City	0.83%	$ 161	$ -	$ -	$ -	$ -
LACFCD	--	--	$ -	$ -	$ -	$ -
LA County	13.25%	$ 2,571	$ -	$ -	$ -	$ -
Total	**100.00%**	**$ 19,400**	$ -	$ -	$ -	$ -

EXHIBIT C

Upper Los Angeles River Enhanced Watershed Management Area
CIMP and EWMP Invoicing Schedule

Table 1. CIMP/EWMP Implementation Annual Implementation Costs

CITY	% Drainage Area	July 2018	July 2019	July 2020	July 2021	July 2022
City of Los Angeles	58.53%	$ 667,313	$ 803,332	$ 685,920	$ 790,103	$ 802,090
Alhambra	1.58%	$ 17,100	$ 14,537	$ 16,788	$ 14,920	$ 16,038
Burbank	3.58%	$ 38,815	$ 53,000	$ 38,102	$ 56,019	$ 67,732
Calabasas	1.29%	$ 28,894	$ 74,310	$ 53,680	$ 12,220	$ 13,132
Glendale	6.32%	$ 68,524	$ 89,645	$ 67,266	$ 138,945	$ 112,479
Hidden Hills	0.31%	$ 9,799	$ 16,797	$ 12,215	$ 2,935	$ 3,154
La Canada Flintridge	1.79%	$ 19,377	$ 19,139	$ 19,024	$ 16,908	$ 22,096
Montebello	1.73%	$ 18,743	$ 15,935	$ 18,400	$ 16,345	$ 17,578
Monterey Park	1.60%	$ 17,332	$ 14,736	$ 17,016	$ 15,124	$ 16,256
Pasadena	4.78%	$ 51,799	$ 44,257	$ 50,849	$ 45,232	$ 48,962
Rosemead	1.07%	$ 12,615	$ 9,849	$ 11,374	$ 10,109	$ 10,866
San Fernando	0.49%	$ 7,949	$ 6,013	$ 5,212	$ 8,634	$ 7,214
San Gabriel	0.85%	$ 10,884	$ 7,858	$ 9,069	$ 9,361	$ 8,665
San Marino	0.78%	$ 10,271	$ 7,172	$ 8,284	$ 7,361	$ 7,913
South El Monte	0.51%	$ 13,086	$ 14,323	$ 13,608	$ 13,167	$ 13,694
South Pasadena	0.71%	$ 9,686	$ 6,510	$ 7,522	$ 6,682	$ 7,185
Temple City	0.83%	$ 10,704	$ 7,657	$ 8,840	$ 7,858	$ 8,446
LACFCD	--	$ 51,519	$ 63,860	$ 68,586	$ 61,856	$ 62,627
LA County	13.25%	$ 159,814	$ 170,193	$ 164,265	$ 172,880	$ 166,732
Total	**100.00%**	**$ 1,224,224**	**$ 1,439,121**	**$ 1,276,019**	**$ 1,406,667**	**$ 1,412,860**

EXHIBIT D

Upper Los Angeles River EWMP/CIMP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@Lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Stormwater Quality Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
City of Alhambra 11 South First Street Alhambra, XA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571 Fax:
City of Burbank P.O. Box 6459 Burbank, CA 91510	Alvin Cruz E-mail:ACruz@burbankca.gov Phone: (818) 238-3941 Fax:
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Alex Farassati E-mail: afarassati@cityofcalabasas.com Phone: (818) 224-1600 Fax: (818) 225-7338
City of Glendale Engineering Section, 633 East Broadway, Room 205 Glendale, CA 91206-4308	Chris Chew E-mail: cchew@ glendaleca.gov Phone: (818) 548-3945 Fax:
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Hoon Hahn E-mail: hhahn@lcf.ca.gov Phone: 818-790-8882 Fax:818-70-8897

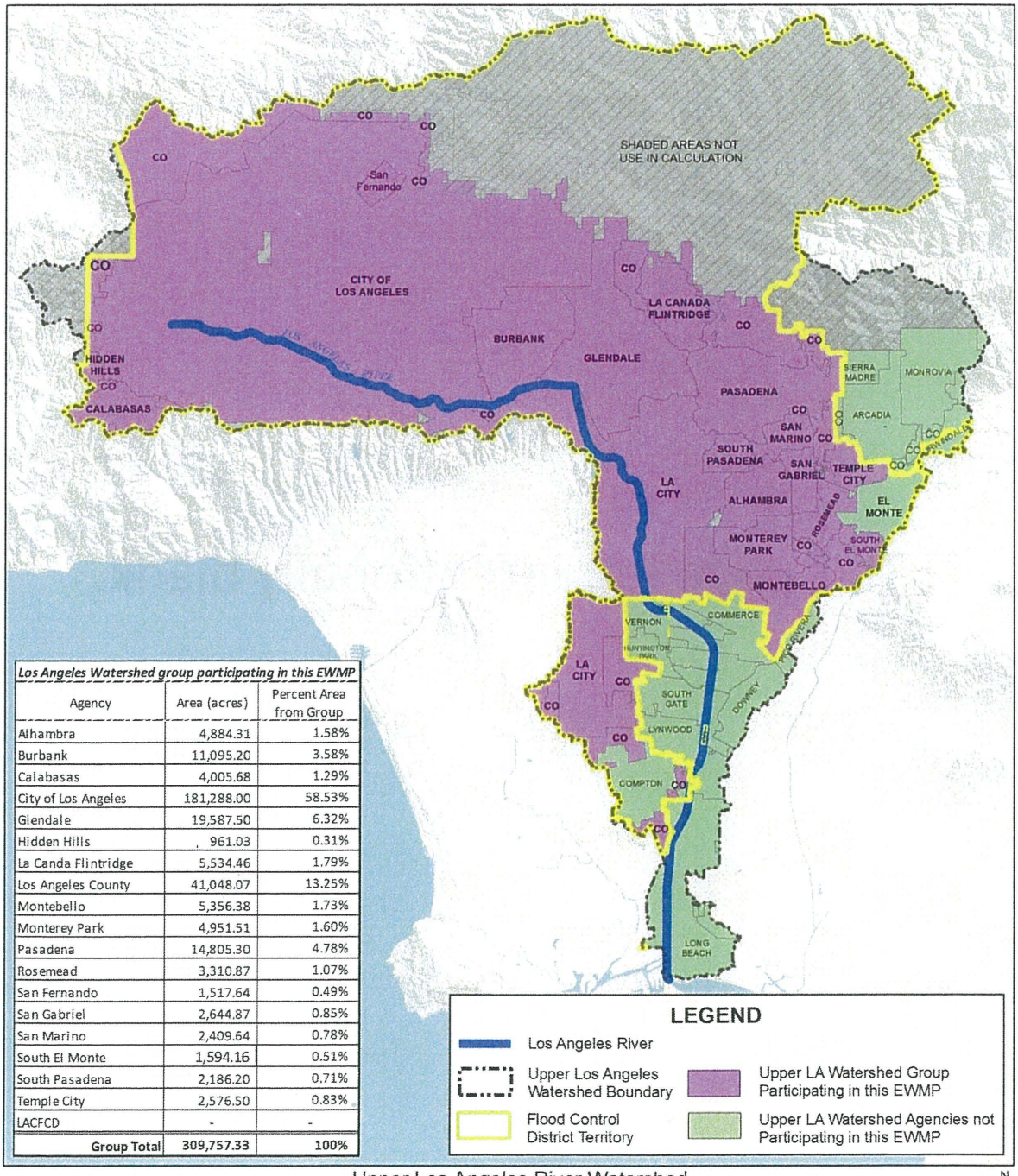
EXHIBIT D

Upper Los Angeles River EWMP/CIMP Responsible Agencies Representatives

City of Montebello 1600 W Beverly Blvd Montebello, CA 90640	Norma Salinas E-mail: Nsalinas@cityofmontebello.com Phone: 323-887-1365 Fax: 323- 887-1410 Eric Woosley E-mail: ewoosley@infrastructure-engineers.com Phone: 714-940-0100 Ext 5226
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896	Bonnie Tam E-mail: btam@montereypark.ca.gov Phone: (626) 307-1383
City of Pasadena P.O. Box 7115 Pasadena, CA 91109-7215	Sean Singletary E-mail: ssingletary@cityofpasadena.net Phone: (626) 744-4273 Fax:
City of Rosemead, 8838 East Valley Blvd. Rosemead, CA 91770-1787	Rafael Fajardo E-mail: rfajardo@cityofrosemead.org Phone: (626) 569-2107 Curtis Cannon E-mail: ccannon@cityofrosemead.org Phone: (626) 569-2107
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Joe Bellomo Email: jbellomo@willdan.com Phone: (805) 279-6856
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775	Daren Grilley E-mail: dgrilley@sgch.org Phone: Fax: Patty Pena ppena@sgch.org Phone: (626) 308-2825
City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691	Kevin Sales E-mail: kjserv@aol.com Phone: Fax:
City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733	Manuel Mancha E-mail: mmancha@soelmonte.org Phone: (626) 579-6540 Fax: (626) 579-2409
City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298	Rafael O. Casillas E-mail: rcasillas@southpasadenaca.gov Phone: (626) 403-7246

City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Andrew Coyne E-mail: acoyne@templecity.us Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments 1000 S. Fremont Ave. Unit 42 Bldg A10-N, Suite 10210 Alhambra, CA 9180	Marisa Creter E-mail: mcreter@sgvcog.org Phone: (626) 457-1800 Fax: (626) 457-1285

EXHIBIT E
Upper Los Angeles River Enhanced Watershed Management Area



Los Angeles Watershed group participating in this EWMP

Agency	Area (acres)	Percent Area from Group
Alhambra	4,884.31	1.58%
Burbank	11,095.20	3.58%
Calabasas	4,005.68	1.29%
City of Los Angeles	181,288.00	58.53%
Glendale	19,587.50	6.32%
Hidden Hills	961.03	0.31%
La Canda Flintridge	5,534.46	1.79%
Los Angeles County	41,048.07	13.25%
Montebello	5,356.38	1.73%
Monterey Park	4,951.51	1.60%
Pasadena	14,805.30	4.78%
Rosemead	3,310.87	1.07%
San Fernando	1,517.64	0.49%
San Gabriel	2,644.87	0.85%
San Marino	2,409.64	0.78%
South El Monte	1,594.16	0.51%
South Pasadena	2,186.20	0.71%
Temple City	2,576.50	0.83%
LACFCD	-	-
Group Total	**309,757.33**	**100%**

LEGEND

- Los Angeles River
- Upper Los Angeles Watershed Boundary
- Flood Control District Territory
- Upper LA Watershed Group Participating in this EWMP
- Upper LA Watershed Agencies not Participating in this EWMP

3 1.5 0 3 Miles

N

Upper Los Angeles River Watershed
EWMP Agencies

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

SHAHRAM KHARAGHANI
PROGRAM MANAGER

ULARW_EWMPAgencies	DRAWN BY: NH	CHECKED BY: VD	DATE CREATED 6-18-13 / DATE REVISED 3-3-15

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WATERSHED PROTECTION DIVISION

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Rafael O. Casillas, P.E., Acting Public Works Director ROC
Kristine Courdy, P.E., Acting Deputy Public Works Director KC

SUBJECT: **Award of Contract to Pacific Hydrotech Corporation for Construction of the Graves Reservoir Replacement Project in an Amount Not-to-Exceed $9,312,400**

Recommendation Action
It is recommended that the City Council:

1. Accept a bid dated February 13, 2018, from Pacific Hydrotech Corporation (Contractor) for construction of the Graves Reservoir Replacement Project (Project);
2. Reject all other bids received; and
3. Authorize the City Manager to enter into a contract for an amount not-to-exceed $9,312,400.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Executive Summary
The City of South Pasadena has undertaken an aggressive water capital improvement program over the last five years. Graves Reservoir is the next reservoir proposed for replacement with a total estimated construction cost of $9,312,400 that will be funded by a low interest Drinking Water State Revolving Fund loan. Staff recommends award of the Project construction to Pacific Hydrotech Corporation.

Community Outreach
Graves Reservoir is located in the City of San Marino (see Attachment 1: Location Map). Project updates will be posted on the City's website to inform the neighboring residents prior to commencing work. Environmental review began in April 2016 that included filing the Notice of Intent (NOI) with the County Clerk on April 1, 2016, publishing the NOI in the *Pasadena Star-News* on April 5, 2016 and distributing the NOI to residents adjacent to the Project site, six agencies and interested parties. The public review period for the Project California Environmental Quality Act (CEQA) document was April 4, 2016 through May 3, 2016. During the review period, comments were received and responses to all comments were included in the final Mitigated Negative Declaration that was approved by the City of South Pasadena City Council on January 17, 2017.

AGENDA ITEM 16

Discussion/Analysis

The City of South Pasadena (City) has undertaken an aggressive water capital improvement program over the last five years to upgrade its water infrastructure starting including completion of Wilson Reservoir in January 2015 and Garfield Reservoir Replacement in early 2018. Graves Reservoir located in the City of San Marino, has been identified as the next major water capital improvement project in the Water and Sewer Rates Study adopted by the City Council on November 1, 2017. On April 27, 2018 the City secured a low-interest Drinking Water State Revolving Fund (DWSRF) loan as the Project funding. The next step is to award the construction contract in order to begin Project construction.

On December 15, 2017, sealed bids were solicited from various construction companies, in addition to the standard advertising in compliance with the Public Contract Code in a newspaper of general circulation in the South Pasadena Review, and in various construction publications, including eBidboard and Dodge Bidding. On February 13, 2018, the City Clerk's Division received and opened six (6) bids with the results as follows:

Contractor	Bid Amount
Pacific Hydrotech Corp., Perris, CA	$9,312,400
GSE Co, Inc., Livermore, CA	$9,780,500
RC Foster Corp., Corona, CA	$10,090,800
Myers & Sons Construction, Sacramento, CA	$11,098,000
OHL USA, Inc., Irvine, CA	$12,314,000
Griffith Co., Brea, CA	$13,202,960
Engineer's Estimate	*$10,500,000*

Staff has checked Pacific Hydrotech's references, and their work was verified to be of good quality. Additionally, the City has worked with Pacific Hydrotech on the Wilson Reservoir Replacement Project and Garfield Reservoir Replacement Project. In addition, they have completed similar projects for the Cities of Glendora, Ontario, and San Bernardino. Their Contractor's license has been verified to be in good standing. Staff's recommendation is to award the Project to Pacific Hydrotech Corp. Upon award of the Project, it is anticipated that construction will begin in July 2018 and be completed in eighteen months.

Background

The City has a water storage capacity of approximately 13.2 million gallons stored at several reservoirs: Wilson, Graves, Garfield, Grand and Westside, in addition to two elevated tanks: Raymond and Billicke. Graves Reservoir is located outside of the City limits in a residential neighborhood of the City of San Marino on an approximately 0.72-acre lot. The reservoir is a partially buried cast in place concrete structure that includes a timber roof supported by interior columns and has a storage capacity of approximately one million gallons. Water from the Reservoir is pumped into the City's distribution main by two submersible booster pumps installed inside the reservoir. A chlorination system, housed in a free-standing concrete block building, provides the ability to inject chlorine directly into the reservoir and/or into the City's distribution piping.

The existing reservoir, built in the early 1900's, was purchased by the City in January 1939. The Reservoir is exhibiting the same deficiencies which were evident at both the Wilson and Garfield Reservoirs, including the following:

- Roof structure collapsed in December 2016 and the Reservoir has been out of service.
- Does not meet current seismic design codes and is vulnerable to seismic events.
- Does not meet current California Department of Public Health standards and codes.
- Subsidence is occurring at the Reservoir site.

The City awarded the engineering design of the Project to MWH Global (now Stantec) on September 2, 2015 and the design was completed in November 2017. Subsequently, the Project was advertised for bid and bid were received on February 13, 2018. The construction management services contract award for the Project is being presented at the May 16, 2018 City Council meeting

A new reservoir and pumping station along with a hypochlorite generation system are included as part of this Project to replace the current infrastructure that is antiquated. Additionally, a well head treatment system is included to comply with California Department of Public Health, drinking water standards.

Next Steps

1. Construction is anticipated to begin in July 2018 following execution of the contract and completing preconstruction activities.
2. The project duration is eighteen months; therefore completion is planned for December 2019.
3. The reservoir will be placed back in service after construction completion, commissioning, testing and approval by the Division of Drinking Water anticipated in January 2020.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

On January 6, 2015, the City Council approved the following Resolutions to allow the City to proceed with securing the low interest financing through the DWSRF loan (see Attachment 3):

- Resolution No. 7440: Authorizing the City Manager to sign and file on behalf of the City a Financial Assistance Application for Financing Agreement from the State Water Resources Control Board;
- Resolution No. 7441: Declaring the City's intent to reimburse the State Water Resources Control Board for funding obtained through the Drinking Water State Revolving Loan Fund Program; and
- Resolution No. 7442: Declaring the City of South Pasadena's intent to dedicate net revenues of the Water Enterprise Fund to payment of Drinking Water State Revolving Fund Financing.

On April 2, 2018 the City received the DWSRF loan package and it was executed by the DWSRF on April 27, 2018 for the loan with a low interest rate of 1.7% in the amount of $10,803,550, based on

the original engineering construction cost estimate. Loan payments begin once the project is complete. This debt service was incorporated into the Water Rates Study approved by the City Council on November 1, 2017. Typically, the DWSRF loan will cover all project costs including design, construction management, construction, and other project administrative costs. The total project cost including the design, construction, material testing, and construction management services is $12,150,904. Once the Project is completed, staff will update the City Council of the final cost of the Project and may submit a request to the State DWSRF for the amendment of the loan agreement to reflect the actual total cost of the Project and the loan payment amount will be adjusted accordingly.

To supplement the Project funding the City received a grant from the Environmental Protection Agency in an amount not-to-exceed $291,000. In addition, the City received $200,000 insurance claim settlement for the Reservoir roof collapse that occurred in December 2016.

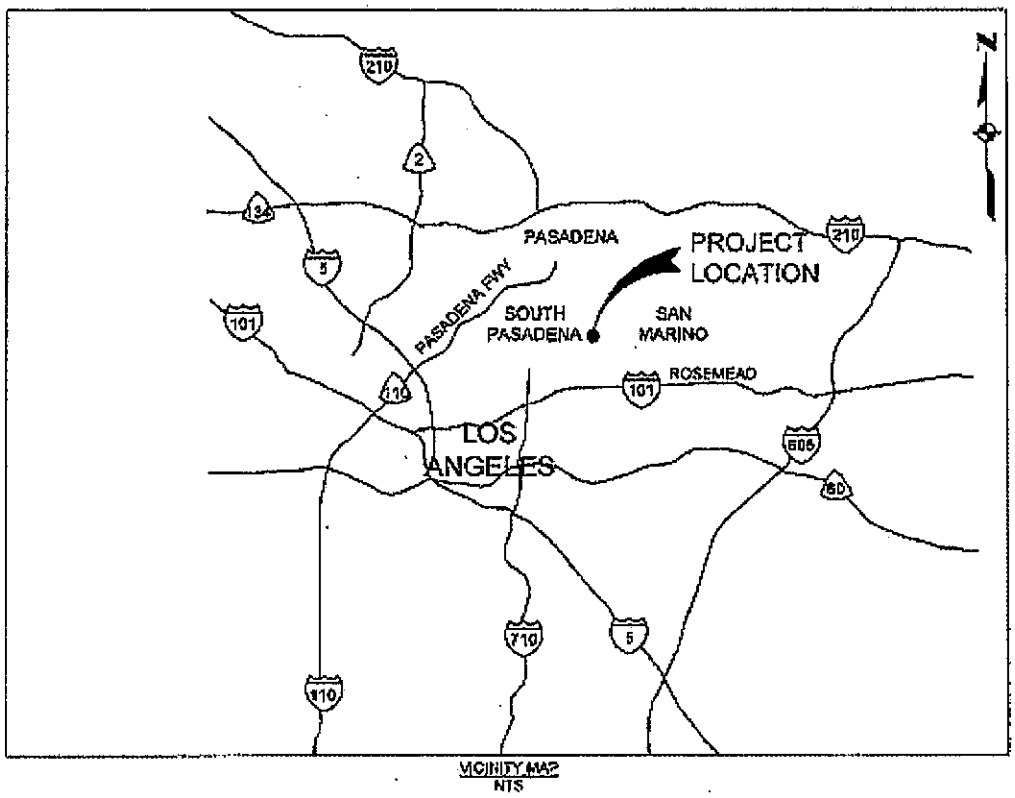
Environmental Analysis
Environmental review under CEQA was conducted by MWH Americans as part of the engineering and design services for the Project. On January 18, 2017, the City Council approved the Graves Reservoir Initial Study and Mitigated Negative Declaration, adopted the Mitigation Monitoring and Reporting Program, and authorized the preparation and filing of the Notice of Determination and Environmental Filing Fee Payment.

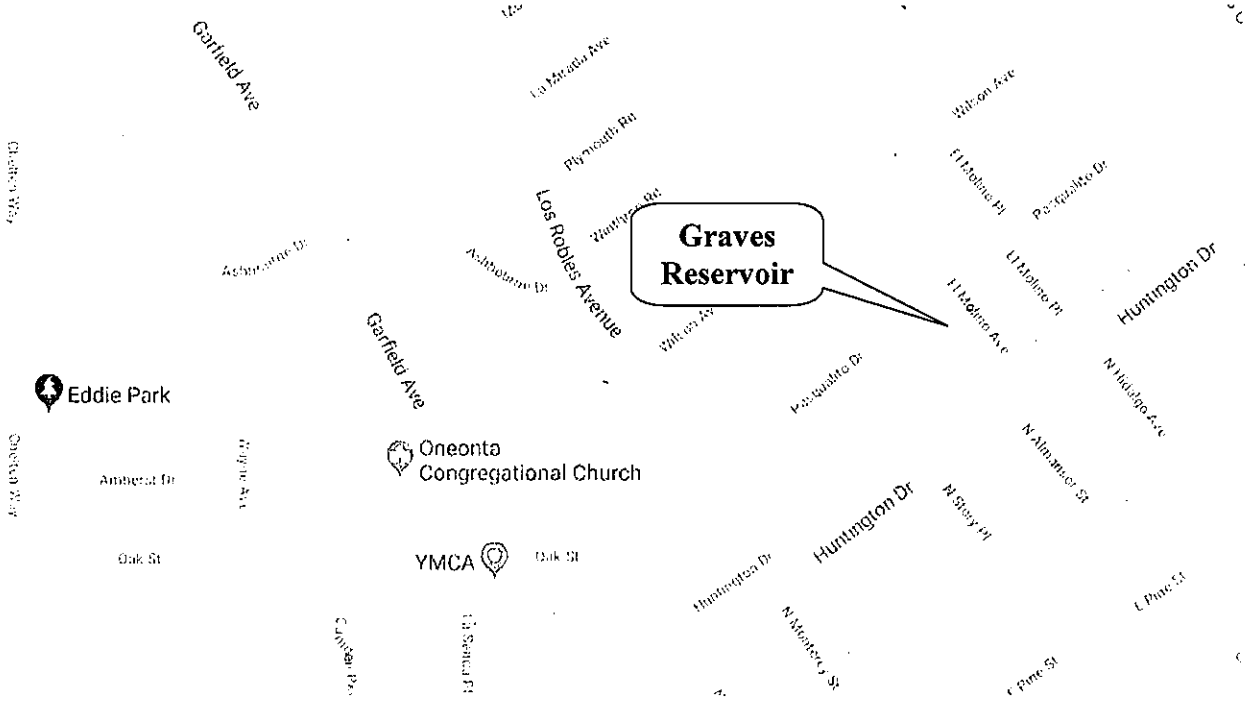
Public Notification of Agenda Item
The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena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

Attachments:
1. Location Map
2. Agreement – Pacific Hydrotech
3. Resolution Nos. 7440, 7441, and 7442

ATTACHMENT 1
Project Location Map

Graves Reservoir Project Location Map





ATTACHMENT 2
Agreement – Pacific Hydrotech

CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of February, 2018, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Pacific Hydrotech, Inc., "CONTRACTOR."

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. Contract Documents. The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications **(Project No. 2016-01)**, Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Standard Specifications, Special Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto. In the event of conflict between these documents, precedence shall be determined under section 2-5.2 of the Standard Specifications.

2. Scope of Services. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Graves Reservoir Replacement Project** all in accordance with the Contract Documents and Contractor's Proposal dated February 13, 2018; including the scope attached as Exhibit A.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. Compensation. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of Nine Million, three hundred twelve thousand, four hundred and 00/100 Dollars ($9,312,400)

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. Time for Completion. CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within five hundred fifty (550) calendar days from the date the Notice to Proceed is issued.

5. Time is of the Essence. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is,

therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars ($500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. Prevailing Wages Required. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, $200.00 for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. 8-Hour Day. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of $200.00 for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. Workers Compensation. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Bonds. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or $1,000, whichever is greater.

10. Arbitration. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of

Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

11. Prompt Payment. This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

12. Securities for Retentions. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code Section 22300.

13. Registration with DIR. Pursuant to Labor Code Section 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal and prior to performing any work. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. Subcontractor Eligibility. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

15. Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

16. Records. CONTRACTOR 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 CONTRACTOR 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, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.

17. Indemnity. To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless CITY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is s adjudicated to have been non-negligent.

CONTRACTOR shall not be required to defend or indemnify CITY for liabilities caused by the sole active negligence or willful misconduct of CITY.

If CONTRACTOR is a joint venture or partnership, each member or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such members or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such member's or partner's joint and several liability hereunder.

18. Attorneys' Fees Following Disputes. In the event of a dispute between the parties under this AGREEMENT, the prevailing party is not entitled to attorneys' fees from the other party. This provision takes precedence over any conflicting provision in any of the documents which are incorporated herein by reference.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

_____
CONTRACTOR

BY _____

_____
(Title)

BY _____

CITY OF SOUTH PASADENA

_____
Stephanie DeWolfe, CITY MANAGER

ATTEST:

_____
Evelyn G. Zneimer, CITY CLERK

APPROVED AS TO FORM:

_____
Teresa L. Highsmith, CITY ATTORNEY

ATTACHMENT 3
Resolution Nos. 7440, 7441, and 7442

RESOLUTION NO. 7440

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN AND FILE ON BEHALF OF THE CITY A FINANCIAL ASSISTANCE APPLICATION FOR FINANCING AGREEMENT FROM THE STATE WATER RESOURCES CONTROL BOARD

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

SECTION 1. The City Manager is hereby authorized and directed to sign and files, for and on behalf of the City of South Pasadena (Entity), a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Graves Reservoir Replacement Project.

SECTION 2. The City Manager or his/her designee of the City of South Pasadena is authorized to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

SECTION 3. The City Manager or his/her designee of the City of South Pasadena is authorized to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

SECTION 4. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 6th day of January, 2016.

Diana Mahmud, Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 6th day of January, 2016, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

RESOLUTION NO. 7441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DECLARING THE CITY'S INTENT TO REIMBURSE THE STATE WATER RESOURCES CONTROL BOARD FOR FUNDING OBTAINED THROUGH THE DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

WHEREAS, the City of South Pasadena (Agency) desires to finance the costs of constructing and or reconstructing certain public facilities and improvements relating to its water system, including certain treatment facilities, pipelines and other infrastructure (Project); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys (Project Funds) provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (Obligations); and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditures (Expenditures) with respect to the Project from available moneys of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

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

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is $10,000,000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the design portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 6th day of January, 2016.

Diana Mahmud, Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 6th day of January, 2016, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

RESOLUTION NO. 7442

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DECLARING THE CITY OF SOUTH PASADENA'S INTENT TO DEDICATE NET REVENUES OF THE WATER ENTERPRISE FUND TO PAYMENTOF DRINKING WATER STATE REVLOVING FUND FINANCING

WHEREAS, the City Manager to sign financing agreement, amendments, and certifications for funding under the Drinking Water State Revolving Fund (DWSRF); and

WHEREAS, the City Manager or his/her designee is authorized to approve claims for reimbursement, to execute budget and expenditure summary, to sign the final release from and sign the certification of project completion; and

WHEREAS, the City of South Pasadena (Entity) pledging and dedicating net water revenues from to payment of DWSRF Financing; and

WHEREAS, the City of South Pasadena seeks financing from the State Water Resources Control Board for a project commonly known as Graves Reservoir Replacement Project (Project); and

WHEREAS, the City of South Pasadena desires to finance the cost of the constructing and/or reconstructing certain public facilities and improvements relating to its drinking water system, including the construction of a new reservoir pump station and well head treatment system as part of the Project; and

WHEREAS, the Entity intends to finance the construction and/or reconstruction of the project or portions of the Project with moneys provided by the State of California acting by and through the State Water Resources Control Board; and

WHEREAS, the DWSRF requires each recipient to establish one or more dedicated sources of revenue for repayment of the DWSRF assistance.

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

SECTION 1. The City Manager is hereby authorized and directed to sign and file, for and on behalf of the City of South Pasadena, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Project.

SECTION 2. The City Manager or his/her designee of the City of South Pasadena is authorized to sign the DWSRF program financing agreement for the Project and any amendments thereto, and provide the assurances, certifications, and commitments required.

SECTION 3. The City Manager or his/her designee of the City of South Pasadena is authorized to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including improving and submitting disbursement requests (including claims for reimbursement) or other required documentation, compliance with applicable state and federal laws, and making any other necessary certification.

SECTION 4. The City of South Pasadena does hereby dedicate and pledge its net water revenues and its enterprise fund to payment of the DWSRF financing for the Project.

SECTION 5. The City of South Pasadena commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the City of South Pasadena has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board. So long as the financing agreement(s) are outstanding, the City of South Pasadena pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the City of South Pasadena commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet the obligations under the financing agreement(s). If for any reason, the said source of revenue proves insufficient to satisfy the debt service of the DWSRF obligation, sufficient funds shall be raised through increased water rates, user charges, or assessments or any other legal means available to meet the DWSRF obligation and to operate and maintain the Project.

SECTION 6. The authority granted hereunder shall be deemed retroactive. All acts authorized hereunder are performed prior to the date of this Resolution are hereby ratified and affirmed. The State Water Resource Control Board is authorized to reply upon the Resolution until written notice to the contrary, executed by each of the undersigned, is received by the State Water Resources Control Board. The State Water Resources Control Board shall be entitled to act in reliance upon the matters contained herein notwithstanding anything to the contrary contained in the formation documents of the City of South Pasadena or in any other documents

SECTION 7. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 6th day of January, 2016.

Diana Mahmud, Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 6th day of January, 2016, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Rafael O. Casillas, P.E., Acting Public Works Director
Kristine Courdy, P.E., Acting Deputy Public Works Director

SUBJECT: **Award of Contract to NV5 for Construction Management Services and Inspection Services for the Graves Reservoir Replacement Project in an Amount Not-to-Exceed $705,424**

Recommendation Action
It is recommended that the City Council:

1. Accept a proposal dated February 7, 2017, from NV5 (Consultant) for construction management and inspection services for the Graves Reservoir Replacement Project (Project) and authorize the City Manager to execute an agreement with NV5 for an amount not-to-exceed $705,424; and
2. Reject all other proposals received.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Executive Summary
The City of South Pasadena has undertaken an aggressive water capital improvement program over the last five years. Graves Reservoir is the next reservoir proposed for replacement with a total estimated construction cost of $9,312,400 that will be funded by a low interest Drinking Water State Revolving Fund loan. Staff recommends award of the Project construction management and inspection services contract with NV5 for an amount-not-to exceed $705,424.

Community Outreach
Graves Reservoir is located in the City of San Marino (see the Attachment 1: Location Map). Project updates will be posted on the City's website to inform the neighboring residents prior to commencing work. Environmental review began in April 2016 that included filing the Notice of Intent (NOI) with the County Clerk on April 1, 2016, publishing the NOI in the *Pasadena Star-News* on April 5, 2016 and distributing the NOI to residents adjacent to the Project site, six agencies and interested parties. The public review period for the Project California Environmental Quality Act (CEQA) document was April 4, 2016 through May 3, 2016. During the review period, comments

AGENDA ITEM 17

were received and responses to all comments were included in the final Mitigated Negative Declaration that was approved by the City Council on January 17, 2017.

Discussion/Analysis

The City of South Pasadena (City) has undertaken an aggressive water capital improvement program over the last five years to upgrade its water infrastructure starting with completing the Wilson Reservoir in January 2015 and Garfield Reservoir Replacement in early 2018. Graves Reservoir, located in the City of San Marino, has been identified as the next major water capital improvement project in the Water and Sewer Rates Study adopted by the City Council on November 1, 2017. On April 27, 2018 the City secured a low interest Drinking Water State Revolving Fund (DWSRF) loan as the Project funding. The next step is to award contract's to the construction management services in order to begin Project construction.

Government Code Section 4526 states that professional services contracts are to be awarded 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.*

South Pasadena Municipal Code Section 2.99-29(12) states that "contracts for services of specially trained and professional persons or businesses shall be exempt from bidding. If possible, quotes from three qualified vendors shall be obtained prior to the award of a contract."

In December 2017, a Request for Proposals was distributed to engineering firms with experience in managing municipal water infrastructure improvement projects. Proposals were received from the following three (3) firms:

- NV5, *Irvine*
- Arcadis, *Los Angeles*
- Anderson Penna Partners, Inc., *Newport Beach*

After reviewing the proposals and conducting interviews of all three firms, NV5 was ranked as the best qualified firm to perform the services, based on a combination of experience, scope of services and project understanding. In addition to construction management and inspections services, the NV5 scope of services also includes labor compliance, environmental compliance, and materials testing and inspection.

NV5 is an engineering firm based in the City of Irvine and specializing in construction management, inspections, and other general civil engineering services for municipal capital improvements projects including water infrastructure improvements. They have provided similar services recently to the Cities of Arcadia, La Habra, and Los Angeles in addition to providing services to water districts such

as Golden State Water Company and Bellflower Somerset Mutual Water Company. Staff has checked NV5 references and has found them to be satisfactory. Staff has reviewed the proposed fees and deemed it is reasonable with respect to the scope of services. As a result, staff's recommendation is to award this contract to NV5.

Background
The City has a water storage capacity of approximately 13.2 million gallons stored at several reservoirs: Wilson, Graves, Garfield, Grand and Westside, in addition to two elevated tanks: Raymond and Billicke. Graves Reservoir is located outside of the City limits in a residential neighborhood of the City of San Marino on an approximately 0.72-acre lot. The reservoir is a partially buried cast in place concrete structure that includes a timber roof supported by interior columns and has a storage capacity of approximately one million gallon. Water from the reservoir is pumped into the City's distribution main by two submersible booster pumps installed inside the reservoir. A chlorination system, housed in a free-standing concrete block building, provides the ability to inject chlorine directly into the reservoir and/or into the City's distribution piping.

The existing reservoir, built in the early 1900's, was purchased by the City in January of 1939. The reservoir is exhibiting the same deficiencies that which were evident at both the Wilson and Garfield Reservoirs, including the following:

- Roof structure collapsed in December 2016 and the reservoir has been out of service.
- Does not meet current seismic design codes and is vulnerable to seismic events.
- Does not meet current California Department of Public Health standards and codes.
- Subsidence is occurring at the reservoir site.

The City awarded the engineering design of the project to MWH Global (now Stantec) on September 2, 2015 and the design was completed in November 2017. Subsequently, the project was advertised for bid and the bid was received on February 13, 2018. The construction contract award for the Project is being presented at the May 16, 2018 City Council meeting.

A new reservoir and pumping station along with a hypochlorite generation system are included as part of this Project to replace the current infrastructure that is antiquated. Additionally, a well head treatment system is included to comply with California Department of Public Health, drinking water standards.

Legal Review
The City Attorney has reviewed this item.

Fiscal Impact
On January 6, 2015, the City Council approved the following Resolutions to allow the City to proceed with securing the low interest financing through the DWSRF loan (see Attachment 3):

- Resolution No. 7440: Authorizing the City Manager to sign and file on behalf of the City a Financial Assistance Application for Financing Agreement from the State Water Resources Control Board;

- Resolution No. 7441: Declaring the City's intent to reimburse the State Water Resources Control Board for funding obtained through the Drinking Water State Revolving Loan Fund Program; and
- Resolution No. 7442: Declaring the City of South Pasadena's intent to dedicate net revenues of the Water Enterprise Fund to payment of Drinking Water State Revolving Fund Financing.

On April 2, 2018 the City received the DWSRF loan package and it was executed by the DWSRF on April 27, 2018 for the loan with a low interest rate of 1.7% in the amount of $10,803,550, based on the original engineering construction cost estimate. Loan payments begin once the project is complete. This debt service was incorporated into the Water Rates Study approved by the City Council on November 1, 2017. Typically, the DWSRF loan will cover all project costs including design, construction management, construction, and other project administrative costs. The total project cost including the design, construction, material testing, and construction management services is $12,150,904. Once the Project is completed, staff will update the City Council of the final cost of the Project and may submit a request to the State DWSRF for the amendment of the loan agreement to reflect the actual total cost of the Project and the loan payment amount will be adjusted accordingly.

To supplement the Project funding the City received a grant from the Environmental Protection Agency in an amount not-to-exceed $291,000. In addition, the City received $200,000 insurance claim settlement for the Reservoir roof collapse that occurred in December 2016.

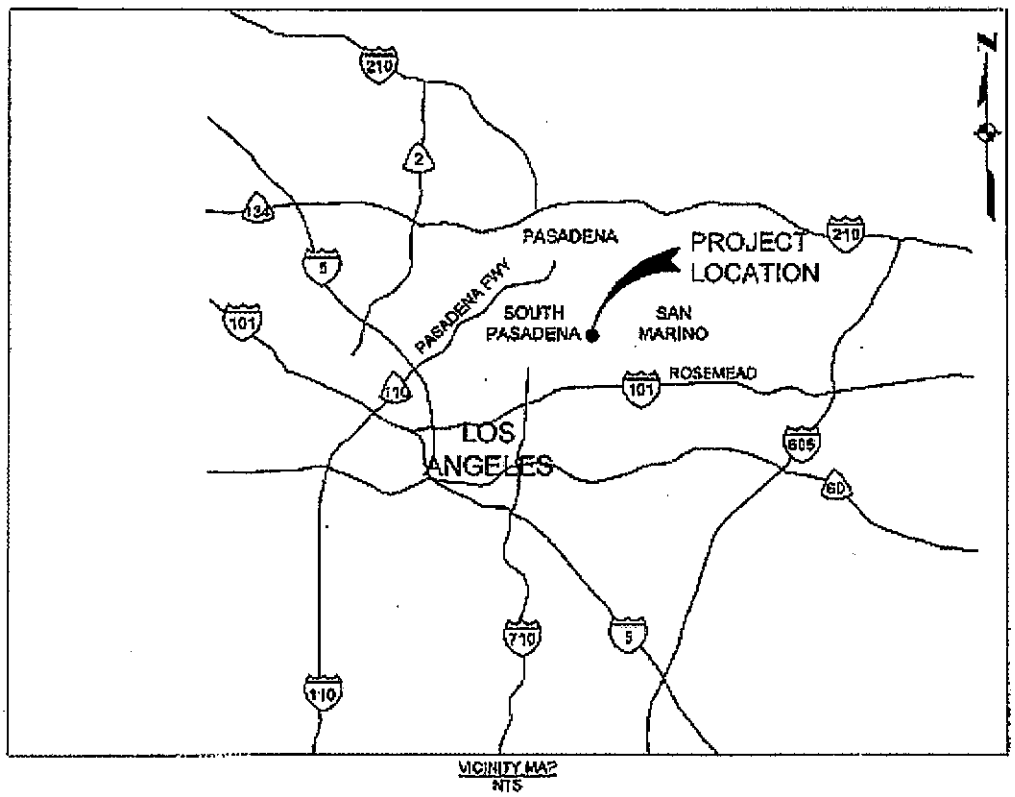
Environmental Analysis
Environmental review under CEQA was conducted by MWH Americans as part of the engineering and design services for the Project. On January 18, 2017, the City of South Pasadena City Council approved the Graves Reservoir Initial Study and Mitigated Negative Declaration, adopted the Mitigation Monitoring and Reporting Program, and authorized the preparation and filing of the Notice of Determination and Environmental Filing Fee Payment.

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*.

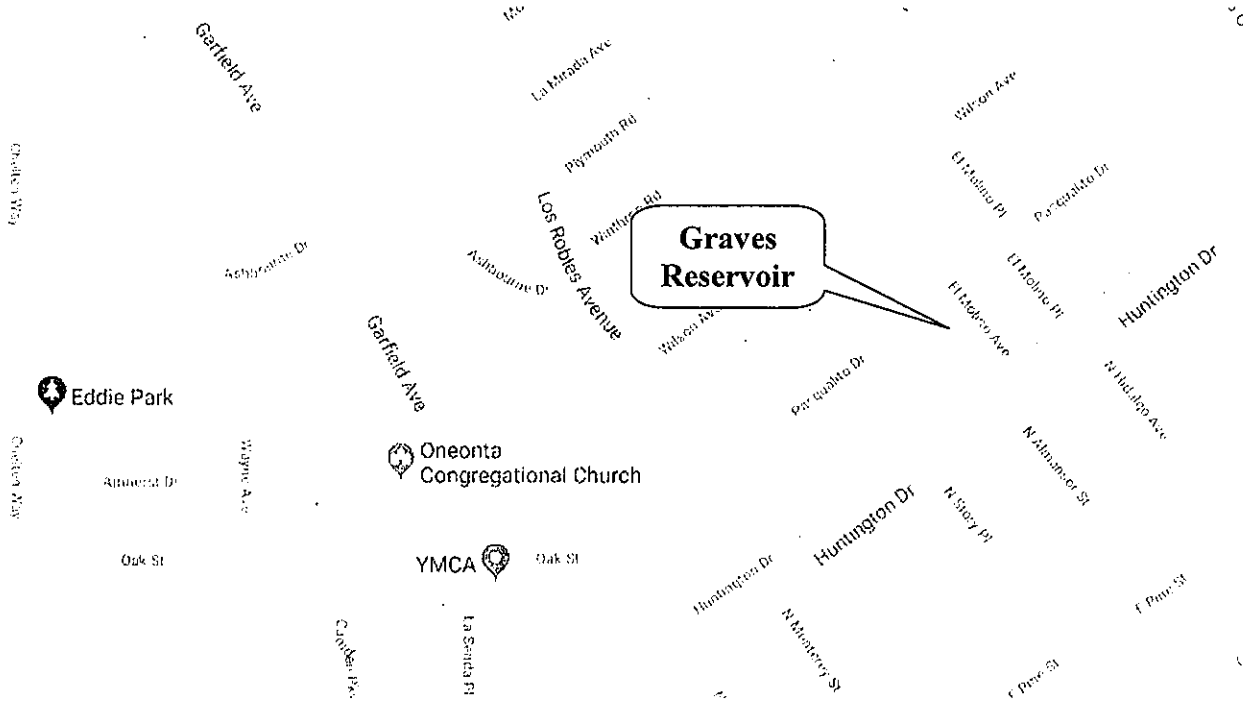
Attachments:
1. Location Map
2. Agreement – NV5
3. Resolution Nos. 7440, 7441, and 7442

ATTACHMENT 1
Project Location Map

Graves Reservoir Project Location Map



VICINITY MAP
NTS



ATTACHMENT 2
Agreement – NV5

C#_____

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of South Pasadena / *NV5*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and NV5 ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant for the construction management and inspection services for Graves Reservoir Replacement 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 the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

3.3. "Agreement Administrator": The Agreement Administrator for this project is Rafael Casillas, Acting 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 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 Seven Hundred Five Thousand Four Hundred Twenty Four Dollars ($705,424.00).

3.6. "Commencement Date": May 16, 2018.

3.7. "Termination Date": January 31, 2020.

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. Luanne Bean 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, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") 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 officials, officers, agents, employees and volunteers.

11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnity, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

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 **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.

11.5 **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.

11.9 **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: Graves Reservoir Replacement Project
- 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.

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: Rafael Casillas, 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

Rafael Casillas
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Amy Amirani
36 Technology Dr., Suite 200
Irvine, CA. 92618
Telephone: 949-413-3030
Email: Amy.Amirani@nv5.com

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
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, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"	"Consultant"
City of South Pasadena	NV5
By:_____ *Signature*	By:_____ *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

Date:_____

Exhibit A
Scope of Services

Project Description:
The Project includes: demolition of the existing reservoir and appurtenances, demolition of the existing pump station, demolition of select buried pipelines, demolition of miscellaneous site work and underground electrical work; installation of excavation support/ shoring systems to facilitate construction of new facilities; site excavation and over-excavation; subgrade preparation; construction of 1.2 million gallon partially buried cast in place concrete reservoirs and all appurtenances; construction of pipelines, construction of pump station structure complete in place in accordance with the contract drawings; water distribution facility to connect to an existing water distribution line; drain/overflow junction structure complete; construction of miscellaneous site structures complete in place in accordance with the contract drawings including but not limited to electrical transformer pad; on site perimeter drain systems; together with associated waterproofing systems, site work, grading, paving, fencing, electrical work, instrumentation, painting, and demolition. Project earthwork is unbalanced and requires disposal of unsuitable material and important of suitable material for engineered fill. The site and existing structure contains asbestos and hazardous materials which is shown on the hazardous report prepared by MWH Global (now Stantec) and requires the removal and disposal of said hazardous materials.

The project is anticipated to have construction duration of 18 months. It is anticipated that the construction management and inspection services will require approximately 8 hours a day of the Consultant's time. As part of the team, the consultant shall include the as needed specialty inspection such as the welding, material testing/ compaction and inspection, hazardous/ asbestos/ lead paint material removal inspection, site biological and environmental mitigation inspection as necessary.

1. Project Familiarity

Consultant shall visit and acquire familiarity with the Project site located at 2225 El Molino Avenue, San Marino, California 91108 and construction areas. Consultant shall review project scope, plans and specifications, and become familiar with the following:

- Construction drawings showing details of the proposed method of construction prepared by MWH Global (now Stantec);
- Phasing, scheduling and sequencing of operations to be performed during construction;
- Methods of pedestrian and vehicular traffic control in the project vicinity;
- Required project signage and notifications to the public;
- Methods of resolving conflicts in the plans and specifications, response to requests for information (RFI) and change orders (CO), and provide directive to the City;
- Methods of establishing and maintaining a positive working relationship with the Contractor;
- Conduct weekly progress meeting and provide minute of the meeting; and
- Review of plans and specification and provide constructability review.

Below are some of the Project's key issues during construction:

- Overall Quality Control and Contractor's Compliance to the Plans and Specifications;
- Construction of Cast-In-Place Hydraulic Structures to be Watertight;
- Compliance with Funding Sources Requirements for state revolving fund (SRF), State Water Resources Control Board (SWRCB), and Environmental Protection Agency (EPA) including Federal Prevailing Wage, State Davis Bacon, and 7% Disadvantaged Business Enterprise (DBE) participation;
- Traffic Management and Control;
- Compliance with Federal, State and Local Agency Law Regulations;
- Lead and Asbestos Abatement;
- Working in the City of San Marino and Maintaining a Good Neighbor Approach;
- California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Monitoring and Mitigation Report Program;
- Coordination with City's Project Manager and Operations Staff;
- Commissioning, Tie-In, Startup and Testing, Supervisory Control and Data Acquisition (SCADA) Interfaces;
- Operations and Maintenance (O&M) Manuals and Operator Training; and
- Permit Compliance including final Permission to Operate

2. Preconstruction Meeting

Consultant shall conduct a preconstruction meeting with the construction Contractor, the City of South Pasadena, City of San Marino, affected utility companies, and other critical Project stakeholders. Specific items needed during pre-construction will be the Contractor's baseline schedule and milestones, schedule of values and pay application requirements, and general communications amongst other priority topics. Develop detailed meeting minutes and promptly distribute to all in attendance.

3. Construction Management

The Consultant shall provide contract administration as an agent of the City, and shall establish and implement coordination and communication procedures among the Engineer, City and Contractor. The Consultant shall establish and implement procedures for reviewing and processing requests for information and interpretations of the contract documents, review and approve shop drawings, samples and submittals, change order proposals, payment applications, performs employee interviews to comply with Davis Bacon Acts and other construction related communications. The Consultant shall track and monitor the review of product and material submittals to determine compliance with construction plans and specifications including the project schedule

The Consultant shall record the progress of the project and maintain current records of all necessary contracts, insurance certificates, construction documents, permits, specifications and codes, project photographs, as-built drawings, samples and submittals, operation and

maintenance manuals, material tickets, test results and other construction related documents. At the completion of the project, the Consultant shall deliver all documents and records to the City.

The Consultant shall have design capabilities in all related fields and provide design services for field redesigns subject to the availability of the engineer, and perform other tasks as directed by the City. The Consultant shall pro-actively advise the City on Project issues, provide regular communication with City staff and coordinate with City operations staff and provide any shutdown notifications;

Consultant shall perform all labor compliance services included but not limited to Davis Bacon Act, Certified Payroll, and employee interview for funding documentation. The Consultant shall coordinate and provide the City with labor compliance documentation from the Contractor regarding the Federal and State prevailing wage including the Contractor's and Sub-contractor's employee interviews. Additionally, the Consultant shall provide documentation from the Contractor regarding their compliance to the required 7% DBE participation, 40 CFR Part 33. Other requirements to protect the financial interest of the City include compliance with the following provisions:

- 44 CFR 13.36(i) Buy America Provision for USEPA on iron and steel products;
- Trafficking Victims Protection Act of 2000;
- Debarment and Suspension 2 CFR Part 180, 2 CFR Part 1532;
- Anti-Lobbying Provisions 40 CFR Part 34 and Anti Litigation Provisions 2 CFR 220, 225, or 230; and
- Davis-Bacon and 29 CFR 1.6(f) for all entities including CM, Engineer, and Contractor/ subcontractors.

At the pre-construction meeting, the Consultant shall provide a checklist of laws and regulations that need to be followed to comply with State and Federal regulations, as well as forms required for labor compliance. The work classification with the California prevailing wage determination and/or Davis-Bacon Requirements including benefits shall be reviewed on a monthly basis. In addition, site visits and interview selected workers, one worker per craft on site upon coordination with the Construction Manager shall be conducted monthly. Apprenticeship requirements and review and collection of DAS-140 and DAS-142, and CAC forms will also be carried out. Should any inconsistencies be discovered, the Consultant shall work with the Contractor or subcontractor to resolve and correct these inconsistencies. A log of the findings will be distributed on a monthly basis and kept for the project files. Once the project is completed, a report shall be sent to the Contractor and sub-contractors who may still have outstanding items. The Consultant shall attend any compliance or audit meeting with the local, state, or federal agencies relating to labor compliance on this project.

Contractor shall perform accurate submittal review and RFI response in a timely fashion in accordance with the requirements of the plans and specifications. The Consultant shall maintain a log of the submittals and RFIs that shall be discussed and distributed at the regular construction meetings. The Consultant shall utilize a document control system to facilitate tracking, logging, and facilitating timely response for submittals, RFI, NOCC, PCO, CO, schedule, pay request.

4. Inspection

The Consultant shall provide a full-time Inspector and as needed specialty inspector for asbestos, lead paint removal to ensure compliance with the construction contract, during all phases of the Project. The Consultant also needs to engage with other sub consultant for the material testing such as soil compaction, concrete strength testing. The Inspector shall have adequate experience performing construction management and inspection on projects of similar magnitude and scope. Below is a summary of the inspection services required during the Project:

- LEAD AND ASBESTOS ABATEMENT: A portion of the Project provides for the demolition of lead and asbestos-containing materials. With a total of 62 XRF measurements, the facility did test positive for LBP's in accordance with Title 17 of the CCR Sec 35001 according to Group Delta's report dated November 4, 2015, at most of the painted surfaces. Twenty-six samples for asbestos containing materials (ACMs) additionally tested positive for asbestos in the roof mastic, the bolt and edge sealant at the well pit access door, the textured ceiling coating in the control room, and the bottom and side interior surfaces of the reservoir that had mastic crack patch. Therefore, the facility has known quantities of lead and asbestos. The Consultant shall be specifically trained in the safe handling of lead and asbestos products. The Consultant shall verify that the General Contractor, or alternatively, of their selected subcontractor who is directly performing the work has the correct licenses, is enrolled in a medical monitoring program by their employer, ensure use of a decontamination trailer when exposure to lead or asbestos products as required, ensure the Contractor properly manifests the waste when these threshold limits are kicked off, verify that certified DOT haulers are utilized, and the disposal site is permitted and ready to accept the waste. The Consultant shall ensure the Contractor follows the necessary regulations including OSHA such as 29CFR 1926.1101, 40 CFR Part 763 and 8 CCR 1529, for asbestos and 29 CFR 1926.62 and 8 CCR 1532.1 for lead. In addition, the Consultant shall ensure Contractor's compliance with the required CDPH, Senate Bill 460, DTSC, CCR, and OSHA regulations including the notification to SCAQMD 10 days in advance of abatement activities that involve the removal of identified friable and non-friable ACMs or regulated ACMs;
- UNDERGROUND UTILITY LOCATION: Consultant shall verify that the Contractor coordinates with USA for the City and County utilities including coordination with the Southern California Edison, Southern California Gas, the City of San Marino, and La County Flood Control and others;
- HYDRAULIC STRUCTURES INSPECTIONS: Consultant shall perform inspection of the hydraulic structures to ensure that the hydraulic structure passes its required leak test;
- DISINFECTION AND DPH COORDINATION: Consultant shall coordinate with the Contractor in developing a Testing Plan for the hydrostatic testing and disinfection of the system to present this information to the Department of Public Health (DPH);
- PRE-DEMONSTRATION PERIOD: Consultant shall coordinate with the City Operations Staff and oversee the Contractor's pre-demonstration period once construction of the main mechanical, electrical and instrumentation equipment, telemetry, PLC's, HMI's, and SCADA components are complete. The Consultant shall create a punchlist for the Contractor to resolve any issues;

- DEMONSTRATION PERIOD: The Demonstration Period will directly follow Pre-Demonstration Period, during which the Contractor initiates process flow through the facility and starts up and operates the facility through the newly installed HMI and Wonderware. The demonstration period is required to prove the functional integrity of the mechanical and electrical equipment and components and the control interfaces of the respective equipment and components comprising the facility without downtime as evidence of Substantial Completion.
- SYSTEMS AND SCADA INTEGRATION: The Consultant shall ensure the system is functioning properly as installed by the Contractor and ready for the Contractor's final programing of the control loop and PLC's. The Consultant shall assist the Contractor and the City with the required coordination with the City's system integrator. Verification includes checking for example hardwired interlocks, motor faults, power faults, or system faults, along with the expected proper programing per the Contractors Test Plan. In the field, activation of an interlock will need to be operator reset per the P&ID drawings. A complete outline of the expected performance of the SCADA, PLC, and HMI is covered in the plans and specifications that the Consultant shall coordinate clearly between the Contractor and the City for commissioning, substantial completion, and final acceptance.
- TIE-INS, COMMISSIONING, AND DPH APPROVAL: Pre-tie-in meetings will be held to coordinate the roles, responsibilities and timings of each of the tie- ins. The Consultant will ensure all items of connection as required for the connections are completed, and hydrostatic and bacteriological testing, complete with the proper Bac-T and HAA testing, have been performed. A major portion of compliance testing includes the proper documentation for Department of Public Health (DPH) to show compliance with the health and safety protocols allowing the City to place Graves Reservoir and on-site treatment facility online. Fully planned tie-ins and testing coordination with City's project manager, City operations, and the Contractor shall be overseen by the Consultant.

The Consultant shall provide inspection services for the duration of the project to complete all work on time as specified in the contract documents. Consultant shall coordinate and monitor contractor's operations with the utility companies, neighboring residents and other affected parties. The Consultant shall keep accurate, detailed daily inspection logs, which shall include progress of the work, labor and equipment utilized, problems encountered and direction given to the Contractor. The Consultant shall prepare monthly construction reports or more frequently as required by the City that will include progress of work, major tasks accomplished, budget status, schedule overview, summary of change orders, logs of submittals and RFIs, and project photographs. The consultant shall provide software/ method of filing and tracking mechanism for log of submittals, RFI, NOCC, PCO, CO, schedule, pay request etc. and provide sample of previous project file such as daily report, RFI response, CO etc.

5. Construction Progress Meetings

The Consultant shall conduct weekly construction progress meetings on as-needed basis with the Contractor, City, and other project participants. Running agendas shall be prepared and distributed in advance by the Consultant. The Consultant shall record, transcribe and distribute meeting minutes in a timely manner to all parties.

6. Public Relations

The Consultant shall coordinate distribution of imminent construction notices by the Contractor to all neighboring residents. The Consultant shall respond to all citizen concerns and complaints in an expeditious manner. The Consultant shall maintain a log of all such citizen concerns and complaints and present the log monthly to the City. The Consultant shall ensure that the Contractor is complying with all work-hour restrictions, noise regulations, and security. The Consultant shall establish a 24-hour toll-free project hotline to be monitored. Other key elements of the public outreach program include: verbal and written notifications, informational flyers about the project, advanced written notices about upcoming work, and follow up with verbal communication to ease public concerns to enable residents and business to prepare for any anticipated impacts.

7. Change Order Preparation, Negotiation and Processing

The Consultant shall establish, implement and coordinate systems for processing all contract change orders, prepare an independent cost estimate for all contract change orders, and negotiate all change orders with the Contractor. The Consultant shall review the content of requests for changes to the contract time or price, assemble information concerning the request and endeavor to determine the cause and merit of the requests, the impact on the budget, schedule and project scope, and make recommendations to the City with respect to acceptance of the request and advise the City regarding the ramifications of the request. The Consultant shall render written decisions and shall prepare the change order document on standard City format for execution. All changes to the agreement between the City and Contractor shall be only by change orders executed by the City and Contractor.

8. Quality Review

The Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to guard the City against defects and deficiency in the work of the Contractor. The Consultant shall reject work and transmit to the City and Contractor a notice of noncompliance when it is the opinion of the Consultant that the work does not conform to the requirements of the contract documents.

The Consultant may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or contract time and which are consistent with the overall intent of the contract documents. Except for such minor variations as stated herein, the Consultant is not authorized as a part of their services to change, revoke, alter, enlarge, relax or release any requirements of the contract documents or to approve or accept any portion of the work not performed in accordance with the contract documents. Any minor variations authorized by the Consultant shall be duly recorded in written logs, and included in the record drawings prepared by the Consultant.

To ensure compliance with the Project plans and specifications, the Consultant shall implement a comprehensive quality assurance and quality control (QA/ QC) program involving the following:

- Before the start of construction, the Consultant shall discuss with the Contractor the definable features of work to ensure that documentation is complete, materials are on

hand and materials to be ordered and delivered, and those who are to perform the work understand the scope in its entirety. Checking plans and specifications against requirements that have been associated with issues that occurred on similar jobs;

- Anticipating the Contractor's operations by reviewing the plans and specifications for each one before the construction operation begins through thorough communication and the Contractor's three-week look ahead schedules;
- Keeping a marked-up set of plans and specifications for quick reference with respect to RFI's and approved changes or field directives;
- Comparing existing elevations, grades and details, workmanship requirements, quality assurance and quality control requirements, as well as other elements shown on plans with those at the actual site;
- Reporting all errors, omissions and deficiencies to the Contractor for immediate correction and to the City and design engineer for their information and input as required. Unsatisfactory workmanship, materials and construction deficiencies will be documented and reported for future identification and traceability. Notices of non-compliance will be issued to the contractor. Corrective and preventive action will be taken to ensure compliance with the contract documents;
- The Consultants inspector shall perform follow-up inspections on a daily basis for the purpose of ensuring that the controls established during the initial inspection continue to provide work that conforms to the contract requirements and all applicable standards;
- Conduct a monthly review of the as-built drawings and ensure that all items are considered in the changes of the record drawings, including: the size, type and location of existing and new utility lines, the layout and schematic drawings of electrical circuits and piping, verification of alignment and cross sections, changes in the location of equipment, etc.; and
- Review and approve the as-built drawings to complete the Project close out for turnover and to begin the warranty period.

Consultant shall perform construction cost control and reporting including (1) internal cost control of the Consultant's contract; and (2) cost control with the construction Contractor's contract. For internal cost control, the Consultant shall monitor their costs and track expenditures and burn rates. External control methods include scope change control, schedule control, and quality control to ensure that the City receives full value for all funds earmarked for the project. Key elements of the cost control program include: establishment and maintenance of a project budget; sufficient evaluation of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. The Consultant shall provide a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, potential out-of-scope items, and a summary of issues and concerns pending resolution.

Consultant shall control deficient and nonconforming items by requiring any work, which is believed to be deficient and has not been brought into compliance with the contract requirements, procurement requirements, and referenced quality standards, shall be identified and corrected. The Consultant shall keep the City informed throughout the entire process.

Regardless of the cause of the deficient work, the Consultant shall create a "Deficiency Report" form and maintain a "Deficiency Log." After generating the Deficiency Report, the inspector shall upload the report to the document management system and send it to the Contractor performing the work and inform the City. The Consultant shall seek correction of the deficiency through direct communication with the Contractor's superintendent and when the deficient work is corrected per contract specifications and codes, the appropriate documentation will be provided on the Deficiency Report and the report will be closed.

9. Progress Payments

The Consultant shall review the payment applications submitted by the Contractor and determine whether the amount requested reflects the actual progress of the Contractor's work and the schedule of value. The Consultant shall verify all quantities of work with the Contractor and shall make appropriate adjustments to each payment application and shall forward to the City the progress payment report along with the recommendation. The report shall state the total contract price, payments to date, current payment requested, retention and actual amounts owed for the current period in a City approved format.

10. Record Drawings and Documents

The Consultant shall coordinate efforts between the Contractor and the City such that a reproducible set of drawings is maintained, on which all design changes and field adjustments are made in ink by the Contractor to reflect construction conditions recorded and observed. The Consultant shall review drawings for completeness and discuss them with the City. The Consultant shall maintain a set of the contract documents with up-to-date information regarding all addendum, substitutions, clarifications and corrections, and change orders.

Consultant shall provide complete photographic documentation of all existing structures prior to the start of construction, including curbs, gutters, trees/roots, and residential hardscapes. In addition, special attention to daily items shall be paid in order to photographically document disputed work items, duplicated work, or defective work that has to be replaced or removed, completed work, extra work, permit requirements, and environmental issues including implementation of BMPs. Digital photographic documentation will be provided to the City on a monthly basis, or more often if needed, for City Council meetings or public events.

11. Construction Schedule

The Consultant shall review and monitor the Contractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the project. The Consultant shall monitor the schedule on a weekly basis for accuracy and consult with Contractor to ensure compliance with the established milestones and accomplishments. The Consultant shall coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the Contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the Project schedule and cost estimates will be updated.

12. Testing Services

The Consultant shall, as part of the consultant team, to include a sub-consultant for material testing, coordinate and monitor all testing services provided by the Sub-Consultant's testing

laboratory to perform field and laboratory testing during construction, including review of test results. The Consultant shall maintain a log of all test reports, including the type of testing performed, location, result and action taken. The Consultant shall coordinate with the Contractor to perform retesting on any failing tests.

The Consultant shall perform air sampling during lead and asbestos abatement. The Consultant shall monitor that the abatement contractor conducts personnel air monitoring in accordance with Environmental Protection Agency (EPA) and Occupational Safety Health Administration (OSHA) requirements. The Consultant shall document, monitor and evaluate the abatement contractor's work practices to ensure compliance with EPA, OSHA, and state and local regulations and guidelines. The Consultant shall maintain daily abatement observation, work activity, and personnel logs.

The Consultant shall perform Geotechnical, Materials Testing and Special Inspections including:

- Earthwork observation and in-place density testing providing verification and inspection during reservoir over-excavation and foundation call for bottom, grading of pump station, and utility trenches;
- Electrical transformer pads, excavation and placement of compacted backfill underneath the reservoir, behind walls of the partially buried reservoir and pumping station; and backfill of utility trenches;
- In-place density test are performed in accordance with ASTM D 1556, and checked with the Nuclear method according to ASTM D6822;
- Concrete Special Inspection and Materials testing will be performed for reinforcing steel, inserts, air entrainment, slump, compressive strength, and shrinkage in accordance with the Specifications and ASTM C143, C173, C39, C31, and C172;
- Structural steel welding special inspection will be performed in accordance with AWS D1.1; and
- Masonry Block Wall Special Inspection includes high strength bolted joints in accordance with AISC 348 and CBC 1704.3.3. The details of these services are as follows:

Consultant shall perform earthwork observation and in-place density testing, verification and inspection during grading of pump station and electrical transformer pads, excavation and placement of compacted backfill behind walls of below grade structure; and backfill of utility trenches. The scope of work will include the following:

- Review of soil reports, project plans and specification;
- Inspect bottom of excavation;
- Perform in-place density tests according to ASTM D1556 (sand cone method). Soils density tests will also be performed by Nuclear method according to ASTM D6822;
- Provide fill placement inspection and testing during construction, on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g. field density tests) on-site soil for subgrades to

receive fill, fill placement on building pads, backfill placement in trenches, roadways, parking areas, walkways and sub-grade;
- Review and provide laboratory testing on soil, backfill materials, aggregate base;
- Prepare reports summarizing all observations and test results

Consultant shall perform the following tasks related to concrete inspection and testing:

- Review concrete mix design provided by the supplier for compliance with the project specifications;
- Test slump of concrete using slump cone in accordance with ASTM C 143;
- Perform slump test at the at the beginning of each placement, as often as necessary to keep slump within the specified range, and when requested to do so by the engineer
- Test percent of entrained air in concrete in accordance with ASTM C 173. Test at beginning of each placement and as often as necessary to keep entrained air within specified range, and when requested to do so by engineer;
- Make 6-inch diameter and 12-inch tall concrete cylinders for every pour;
- Cure concrete cylinder in the laboratory in accordance with ASTM C 39;
- Test cylinders at 7 and 28 days in accordance with ASTM C 31, ASTM C 39 and ASTM C 172; and
- Strength will be based on average of the strengths of two cylinder specimens made from the same sample of concrete and tested at 28 days.

Consultant shall perform the following structural steel welding special inspections and testing:

- Pre-qualify all welder before work commences on all welds types; and
- Inspect welding in accordance with AWS D1.1

Consultant shall perform the following masonry block wall inspections and testing:

- Inspect and test high strength bolted joints in accordance with AISC 348 and CBC Section 1704.3.3; and
- Sample and test bolt assemblies that include direct tension indicators, on a daily basis to verify proper indication of deformation with required bolt tension for each size lot.

13. Safety Program

The Consultant shall review the Contractor's safety program to ensure compliance with all OSHA, local, state and federal requirements. The Consultant shall not be responsible for the Contractor's implementation of the safety program, or for monitoring compliance to such safety program. The Consultant shall notify the Contractor of safety programs and shall direct the Contractor to suspend work if imminent hazard is not immediately remedied or if a dangerous condition persists.

The Consultant shall investigate all accidents and gather all information relating to any accidents and conduct investigations if deemed necessary. The Consultant shall prepare accident reports.

14. Stormwater Pollution Prevention Plan

The Consultant shall review, monitor, and ensure the contractor's environmental compliance with NPDES/Best Management Practices (BMPs) to prevent Storm Water Pollution from construction related activities and verify the contractor's compliance with all local, State and Federal requirements.

15. Traffic and Pedestrian Control; Public Safety

The Consultant shall review and monitor all traffic control and public safety plans for compliance with all applicable safety laws and regulations. The Consultant shall review all staging area, detours, lane closures, and temporary access, delineation, and traffic control plans and report any deficiencies to the Contractor for immediate correction. The Consultant shall ensure that Police, Fire, Sanitation, Parks, and any other affected City agencies are notified of any potential construction impacts.

16. Environmental

The Consultant shall ensure that all mitigation measures described in the Initial Study and Mitigated Negative Declaration adopted by the City on January 18, 2017 for the Project are maintained and documented throughout the construction period. This includes responsibility for enforcing the Mitigation Monitoring and Reporting Program for the Project. Biological Mitigation includes but not limited to pre-construction monitoring, preparing Nesting Bird Management Plan, Implementing the Nesting Bird Management Plan, and attending any required Project meetings

17. Project Close-out

The Consultant shall advise the City in determining when the project is substantially complete. The consultant shall coordinate a final walk through with the City, Contractor, engineer, and other project personnel and develop a punch list of incomplete or deficient work which does not conform to the contract documents.

The Consultant shall make recommendations to the City regarding final project approval and acceptance, and shall submit to the City a Notice of Completion signed by the Contractor. The Consultant shall make recommendations to the City regarding the final progress payment request. The Consultant shall assist the City during the project warranty period if corrective work is required. The Consultant shall prepare all documentation needed for project close-out and deliver all project documentation to the City.

Exhibit B
Approved Fee Schedule

FEE PROPOSAL SUMMARY BY TASK:

TASK		
Task No.	TASK DESCRIPTION *Hourly Bill Rate*	Total Fee
1.0	**Project Familiarity**	
	Visit Site and Acquire Familiarity with the Project	$1,320
	Assist in Project Signage and Notifications to Public	$330
	Provide Methods of Resolving Conflicts	$330
	Weekly Progress Meetings, Agenda, and Minutes	$8,640
	Submittal/Shop Drawings Processing/Set up Project Files	$1,200
	Subtotal	**$11,820**
2.0	**Preconstruction Meeting**	
	Conduct Preconstruction Meeting, Agenda and Minutes	$1,432
	Subtotal	**$1,432**
3.0	**Construction Management**	
	Contract Administration	$6,960
	Implement RFI Review and Tracking	$3,000
	Implement Shop Drawing Review and Tracking	$3,000
	Review Contractor's Change Order Request (4)	$8,936
	Review Contractor's Progress Payments	$3,000
	Perform Davis Bacon Acts Employee Interviews and Monitoring (15 Field Months)	$33,758
	Track and Monitor Review of Submittals	$2,950
	Review Baseline Schedule and Monthly Schedule Updates on CPM	$5,310
	Project Documentation	$6,000
	As Needed Design Services	$16,200
	Subtotal	**$97,114**
4.0	**Inspection**	
	Asbestos and Lead Abatement (See Item 12.0)	$0
	Geotechnical and Materials Testing (See Item 12.0)	$0
	Regular Construction Inspection (2272 Hrs. Total, 550 CD less 90 CD Submittals, Permits, Materials and Less 6 weeks Lead & Asbestos Abatement in Item 12.0)	$152,218
	Option to Cover 90CD of Submittal Period with Inspection for 63WD	$59,472
	Monthly Construction Reports	$3,120
	NV5 Web Document Tracking	$8,880
	Subtotal	**$223,690**
5.0	**Construction Progress Meetings**	
	Conduct weekly Progress Meetings and As Needed Meetings, Provide Agendas and Minutes	$26,348
	Subtotal	**$26,348**
6.0	**Public Relations**	
	Coordinate and Distribute Construction Notices	$2,832
	Respond to Citizen Concerns, Log and Inform City	$8,568
	Provide 24 Hour Hotline	$3,960
	Subtotal	**$15,360**

FEE PROPOSAL SUMMARY BY TASK (continued):

7.0	**Change Order Preparation, Negotiations and Processing**	
	Track and Coordinate Change Orders	$13,120
	Prepare Independent Costs Estimates (3)	$10,140
	Evaluate Impact on Budget and Schedule (3)	$10,660
	Make Recommendations to City (3)	$8,728
	Subtotal	**$42,648**
8.0	**Quality Review**	
	Review Contractor's SOV and Progress Payments	$8,510
	Monthly Progress Payment Reports	$5,670
	Subtotal	**$12,180**
9.0	**Progress Payments**	
	Implement Program to Monitor Quality of Construction	$7,360
	Non-Compliance Reports	$7,360
	Tracking of Minor Vibrations	$6,040
	Clearing of Non-Compliance Reports	$5,668
	Subtotal	**$26,428**
10.0	**Record Drawings and Documents**	
	Review and Coordination of Contractor's Record Drawings	$11,992
	Maintain Set of Contract Documents with Addendums, Substitutions, Clarifications, and Corrections, and Change Orders.	$11,992
	Subtotal	**$23,984**
11.0	**Construction Schedule**	
	Review of Contractor's Baseline Schedule and Make Recommendations	$2,790
	Review Contractor's Weekly Look Ahead Schedule and Coordinate with City	$13,492
	Review Contractor's Monthly Schedule Updates and Make Recommendations	$5,444
	Track Milestones and Advise Proactively	$2,640
	Subtotal	**$25,366**
12.0	**Testing Services**	
	Lead and Asbestos Abatement and Air Testing/Monitoring (6 Weeks)	$38,111
	Abatement Close Out Report	$2,497
	Field Testing Services, Masonry, Welding, Concrete, Soils Compaction, Asphalt	$54,617
	Laboratory Testing Services, 6 Modified Proctor, 4 Sieve Analysis, 2 Hveem/Marchal, 2 Extraction & Gradation, 60 Concrete Compressive	$4,906
	Laboratory Office Services, Project Management, Reports	$13,748
	Subtotal	**$111,877**
13.0	**Safety Program**	
	Review of Contractor's Safety Program for Compliance	$2,264
	Notify Contractor of Safety Issues and Direct Contractor to Suspend Work for Imminent Hazards	$3,208
	Investigate all Accidents and Prepare Reports	$3,636
	Track Milestones and Advise Proactively	$6,888
	Subtotal	**$15,996**
14.0	**Storm Water Pollution Prevention Plan**	
	Review, Monitor, and Ensure Contractor's Compliance	$5,460
	Subtotal	**$5,460**
15.0	**Traffic and Pedestrian Control; Public Safety**	
	Review and monitor all Traffic Control and Public Safety Plans	$6,040
	Ensure that Police, Fire, Sanitation, Parks and Other affected City Agencies are Notified of Potential Construction Impacts	$8,304
	Subtotal	**$14,344**
16.0	**Environmental**	
	Pre-Construction Monitoring (1 Visit, 1 Report)	$1,540
	Prepare Nesting Bird Management Plan 2019	$1,865
	Implement Nesting Bird Management Plan (13 Visits, 1 Report)	$13,720
	Meetings/Project Management	$957
	Subtotal	**$18,081**
17.0	**Project Closeout**	
	Final Walk Through	$2,264
	Punch List Development and Clearance	$12,230
	Notice of Completion	$3,358
	Assist City in Warranty Period	$5,690
	Deliver Project Documentation to City	$9,764
	Subtotal	**$33,296**
	Total Hours	
	TOTAL FEE CONSTRUCTION MANAGEMENT and INSPECTION	**$705,424**

FEE PROPOSAL SUMMARY BY CONSULTANT: NV5

TASK		NV5		
Task No.	TASK DESCRIPTION	Construction Manager	Inspector	Admin
	Hourly Bill Rate	$165	$118	$75
1.0	**Project Familiarity**			
	Visit Site and Acquire Familiarity with the Project	8		
	Assist in Project Signage and Notifications to Public	2		
	Provide Methods of Resolving Conflicts	2		
	Weekly Progress Meetings, Agenda, and Minutes	36		36
	Submittal/Shop Drawings Processing/Set up Project Files			16
	Subtotal	$7,920	$0	$3,900
2.0	**Preconstruction Meeting**			
	Conduct Preconstruction Meeting, Agenda and Minutes	4	4	4
	Subtotal	$660	$472	$300
3.0	**Construction Management**			
	Contract Administration	24		40
	Implement RFI Review and Tracking			40
	Implement Shop Drawing Review and Tracking			40
	Review Contractor's Change Order Request (4)	24	32	16
	Review Contractor's Progress Payments	16		18
	Perform Davis Bacon Acts Employee Interviews and Monitoring (15 Field Months)			30
	Track and Monitor Review of Submittals	24		80
	Review Baseline Schedule and Monthly Schedule Updates on CPM	24		18
	Project Documentation			80
	As Needed Design Services	80		40
	Subtotal	$31,680	$3,776	$30,150
4.0	**Inspection**			
	Asbestos and Lead Abatement (See Item 12.0)			
	Geotechnical and Material's Testing (See Item 12.0)			
	Regular Construction Inspection (2272 Hrs. Total, 550 CD less 90 CD Submittals, Permits, Materials and Less 6 weeks Lead & Asbestos Abatement in Item 12.0)		1201	140
	Option to Cover 90CD of Submittal Period with Inspection for 63WD		504	
	Monthly Construction Reports		15	18
	NV5 Web Document Tracking		60	24
	Subtotal	$0	$210,040	$13,650
5.0	**Construction Progress Meetings**			
	Conduct weekly Progress Meetings and As Needed Meetings, Provide Agendas and Minutes	56	56	140
	Subtotal	$9,240	$6,608	$10,500
6.0	**Public Relations**			
	Coordinate and Distribute Construction Notices		24	
	Respond to Citizen Concerns, Log and Inform City	18	36	18
	Provide 24 Hour Hotline	24		
	Subtotal	$6,930	$7,080	$1,350

FEE PROPOSAL SUMMARY BY CONSULTANT: NV5 (continued)

7.0	**Change Order Preparation, Negotiations and Processing**			
	Track and Coordinate Change Orders	40	40	24
	Prepare Independent Costs Estimates (3)	40	30	
	Evaluate Impact on Budget and Schedule (3)	36	40	
	Make Recommendations to City (3)	36	16	12
	Subtotal	$25,080	$14,868	$2,700
8.0	**Quality Review**			
	Review Contractor's SOV and Progress Payments	18	30	
	Monthly Progress Payment Reports	18		36
	Subtotal	$5,940	$3,540	$2,700
9.0	**Progress Payments**			
	Implement Program to Monitor Quality of Construction	16	40	
	Non-Compliance Reports	16	40	
	Tracking of Minor Vibrations	8	40	
	Clearing of Non-Compliance Reports	12	16	24
	Subtotal	$8,580	$16,048	$1,800
10.0	**Record Drawings and Documents**			
	Review and Coordination of Contractor's Record Drawings	16	64	24
	Maintain Set of Contract Documents with Addendums, Substitutions, Clarifications, and Corrections, and Change Orders.	16	64	24
	Subtotal	$5,280	$15,104	$3,600
11.0	**Construction Schedule**			
	Review of Contractor's Baseline Schedule and Make Recommendations	16		2
	Review Contractor's Weekly Look Ahead Schedule and Coordinate with City	36	64	
	Review Contractor's Monthly Schedule Updates and Make Recommendations	18	18	18
	Track Milestones and Advise Proactively	16		
	Subtotal	$14,199	$9,676	$1,500
12.0	**Testing Services**			
	Lead and Asbestos Abatement and Air Testing/Monitoring (6 Weeks)	4		12
	Abatement Close Out Report	2		2
	Field Testing Services, Masonry, Welding, Concrete, Soils Compaction, Asphalt	4		
	Laboratory Testing Services, 6 Modified Proctor, 4 Sieve Analysis, 2 Hveem/Marchall, 2 Extraction & Gradation, 60 Concrete Compressive			
	Laboratory Office Services, Project Management, Reports	2		2
	Subtotal	$1,980	$0	$1,200
13.0	**Safety Program**			
	Review of Contractor's Safety Program for Compliance	8	8	
	Notify Contractor of Safety Issues and Direct Contractor to Suspend Work for Imminent Hazards	8	16	
	Investigate all Accidents and Prepare Reports	8	12	12
	Track Milestones and Advise Proactively	16	36	
	Subtotal	$5,600	$8,496	$900
14.0	**Storm Water Pollution Prevention Plan**			
	Review, Monitor, and Ensure Contractor's Compliance	8	30	8
	Subtotal	$1,320	$3,540	$600
15.0	**Traffic and Pedestrian Control; Public Safety**			
	Review and monitor all Traffic Control and Public Safety Plans	8	40	
	Ensure that Police, Fire, Sanitation, Parks and Other affected City Agencies are Notified of Potential Construction Impacts	16	48	
	Subtotal	$3,960	$10,384	$0
16.0	**Environmental**			
	Pre-Construction Monitoring (1 Visit, 1 Report)	4		
	Prepare Nesting Bird Management Plan 2019			
	Implement Nesting Bird Management Plan (13 Visits, 1 Report)	4		2
	Meetings/Project Management	4		
	Subtotal	$1,880	$0	$150
17.0	**Project Closeout**			
	Final Walk Through	8	8	
	Punch List Development and Clearance	16	80	2
	Notice of Completion	8	16	2
	Assist City in Warranty Period	24	40	
	Deliver Project Documentation to City	8	8	60
	Subtotal	$10,560	$17,936	$4,800
	Total Hours	860	2776	1064
	SUB TOTAL FEE	**$141,900**	**$327,568**	**$79,800**

FEE PROPOSAL SUMMARY BY CONSULTANT: Pacific Resources

TASK		Pacific Resources		
Task No.	TASK DESCRIPTION	Principal	Analyst	Analyst
	Hourly Bill Rate	$124	$86	$62
1.0	**Project Familiarity**			
	Visit Site and Acquire Familiarity with the Project			
	Assist in Project Signage and Notifications to Public			
	Provide Methods of Resolving Conflicts			
	Weekly Progress Meetings, Agenda, and Minutes			
	Submittal/Shop Drawings Processing/Set up Project Files			
	Subtotal	$0	$0	$0
2.0	**Preconstruction Meeting**			
	Conduct Preconstruction Meeting, Agenda and Minutes			
	Subtotal	$0	$0	$0
3.0	**Construction Management**			
	Contract Administration			
	Implement RFI Review and Tracking			
	Implement Shop Drawing Review and Tracking			
	Review Contractor's Change Order Request (4)			
	Review Contractor's Progress Payments			
	Months)	120	150	60
	Track and Monitor Review of Submittals			
	Review Baseline Schedule and Monthly Schedule Updates on CPM			
	Project Documentation			
	As Needed Design Services			
	Subtotal	$14,828	$12,974	$3,707
4.0	**Inspection**			
	Asbestos and Lead Abatement (See Item 12.0)			
	Geotechnical and Material's Testing (See Item 12.0)			
	Submittals, Permits, Materials and Less 6 weeks Lead & Asbestos Abatement in Item 12.0)			
	Option to Cover 90CD of Submittal Period with Inspection for 63WD			
	Monthly Construction Reports			
	NV5 Web Document Tracking			
	Subtotal	$0	$0	$0
5.0	**Construction Progress Meetings**			
	Conduct weekly Progress Meetings and As Needed Meetings, Provide Agendas and Minutes			
	Subtotal	$0	$0	$0
6.0	**Public Relations**			
	Coordinate and Distribute Construction Notices			
	Respond to Citizen Concerns, Log and Inform City			
	Provide 24 Hour Hotline			
	Subtotal	$0	$0	$0

FEE PROPOSAL SUMMARY BY CONSULTANT: Pacific Resources (continued)

7.0	**Change Order Preparation, Negotiations and Processing**			
	Track and Coordinate Change Orders			
	Prepare Independent Costs Estimates (3)			
	Evaluate Impact on Budget and Schedule (3)			
	Make Recommendations to City (3)			
	Subtotal	$0	$0	$0
8.0	**Quality Review**			
	Review Contractor's SOV and Progress Payments			
	Monthly Progress Payment Reports			
	Subtotal	$0	$0	$0
9.0	**Progress Payments**			
	Implement Program to Monitor Quality of Construction			
	Non-Compliance Reports			
	Tracking of Minor Vibrations			
	Clearing of Non-Compliance Reports			
	Subtotal	$0	$0	$0
10.0	**Record Drawings and Documents**			
	Review and Coordination of Contractor's Record Drawings			
	Maintain Set of Contract Documents with Addendums, Substitutions, Clarifications, and Corrections, and Change Orders.			
	Subtotal	$0	$0	$0
11.0	**Construction Schedule**			
	Review of Contractor's Baseline Schedule and Make Recommendations			
	Review Contractor's Weekly Look Ahead Schedule and Coordinate with City			
	Review Contractor's Monthly Schedule Updates and Make Recommendations			
	Track Milestones and Advise Proactively			
	Subtotal	$0	$0	$0
12.0	**Testing Services**			
	Lead and Asbestos Abatement and Air Testing/Monitoring (6 Weeks)			
	Abatement Close Out Report			
	Field Testing Services, Masonry, Welding, Concrete, Soils Compaction, Asphalt			
	Laboratory Testing Services, 6 Modified Proctor, 4 Sieve Analysis, 2 Hveem/Marshall, 2 Extraction & Gradation, 60 Concrete Compressive			
	Laboratory Office Services, Project Management, Reports			
	Subtotal	$0	$0	$0
13.0	**Safety Program**			
	Review of Contractor's Safety Program for Compliance			
	Notify Contractor of Safety Issues and Direct Contractor to Suspend Work for Imminent Hazards			
	Investigate all Accidents and Prepare Reports			
	Track Milestones and Advise Proactively			
	Subtotal	$0	$0	$0
14.0	**Storm Water Pollution Prevention Plan**			
	Review, Monitor, and Ensure Contractor's Compliance			
	Subtotal	$0	$0	$0
15.0	**Traffic and Pedestrian Control; Public Safety**			
	Review and monitor all Traffic Control and Public Safety Plans			
	Ensure that Police, Fire, Sanitation, Parks and Other affected City Agencies are Notified of Potential Construction Impacts			
	Subtotal	$0	$0	$0
16.0	**Environmental**			
	Pre-Construction Monitoring (1 Visit, 1 Report)			
	Prepare Nesting Bird Management Plan 2019			
	Implement Nesting Bird Management Plan (13 Visits, 1 Report)			
	Meetings/Project Management			
	Subtotal	$0	$0	$0
17.0	**Project Closeout**			
	Final Walk Through			
	Punch List Development and Clearance			
	Notice of Completion			
	Assist City in Warranty Period			
	Deliver Project Documentation to City			
	Subtotal	$0	$0	$0
	Total Hours	120	150	60
	SUB TOTAL FEE	**$14,828**	**$12,974**	**$3,707**

FEE PROPOSAL SUMMARY BY CONSULTANT: Converse

TASK		Converse						Laboratory Testing Services
Task No.	TASK DESCRIPTION	PIC	PM	Staff	Field Inspector	Lead/ Asbestos Inspector	PM	
	Hourly Bill Rate	$158	$121	$81	$127	$137	$168	
1.0	**Project Familiarity**							
	Visit Site and Acquire Familiarity with the Project							
	Assist in Project Signage and Notifications to Public							
	Provide Methods of Resolving Conflicts							
	Weekly Progress Meetings, Agenda, and Minutes							
	Submittal/Shop Drawings Processing/Set up Project Files							
	Subtotal	$0	$0	$0	$0	$0	$0	0
2.0	**Preconstruction Meeting**							
	Conduct Preconstruction Meeting, Agenda and Minutes							
	Subtotal	$0	$0	$0	$0	$0	$0	0
3.0	**Construction Management**							
	Contract Administration							
	Implement RFI Review and Tracking							
	Implement Shop Drawing Review and Tracking							
	Review Contractor's Change Order Request (4)							
	Review Contractor's Progress Payments							
	Perform Davis Bacon Acts Employee Interviews and Monitoring (15 Field Months)							
	Track and Monitor Review of Submittals							
	Review Baseline Schedule and Monthly Schedule Updates on CPM							
	Project Documentation							
	As Needed Design Services							
	Subtotal	$0	$0	$0	$0	$0	$0	0
4.0	**Inspection**							
	Asbestos and Lead Abatement (See Item 12.0)							
	Geotechnical and Materials Testing (See Item 12.0)							
	Regular Construction Inspection (2272 Hrs. Total, 550 CD less 90 CD Submittals, Permits, Materials and Less 6 weeks Lead & Asbestos Abatement in Item 12.0)							
	Option to Cover 90CD of Submittal Period with Inspection for 63WD							
	Monthly Construction Reports							
	NV6 Web Document Tracking							
	Subtotal	$0	$0	$0	$0	$0	$0	0
5.0	**Construction Progress Meetings**							
	Conduct weekly Progress Meetings and As Needed Meetings, Provide Agendas and Minutes							
	Subtotal	$0	$0	$0	$0	$0	$0	0
6.0	**Public Relations**							
	Coordinate and Distribute Construction Notices							
	Respond to Citizen Concerns, Log and Inform City							
	Provide 24 Hour Hotline							
	Subtotal	$0	$0	$0	$0	$0	$0	0

FEE PROPOSAL SUMMARY BY CONSULTANT: Converse (continued)

7.0	**Change Order Preparation, Negotiations and Processing**							
	Track and Coordinate Change Orders							
	Prepare Independent Costs Estimates (3)							
	Evaluate Impact on Budget and Schedule (3)							
	Make Recommendations to City (3)							
	Subtotal	$0	$0	$0	$0	$0	$0	0
8.0	**Quality Review**							
	Review Contractor's SOV and Progress Payments							
	Monthly Progress Payment Reports							
	Subtotal	$0	$0	$0	$0	$0	$0	0
9.0	**Progress Payments**							
	Implement Program to Monitor Quality of Construction							
	Non-Compliance Reports							
	Tracking of Minor Vibrations							
	Clearing of Non-Compliance Reports							
	Subtotal	$0	$0	$0	$0	$0	$0	0
10.0	**Record Drawings and Documents**							
	Review and Coordination of Contractor's Record Drawings							
	Maintain Set of Contract Documents with Addendums, Substitutions, Clarifications, and Corrections, and Change Orders.							
	Subtotal	$0	$0	$0	$0	$0	$0	0
11.0	**Construction Schedule**							
	Review of Contractor's Baseline Schedule and Make Recommendations							
	Review Contractor's Weekly Look Ahead Schedule and Coordinate with City							
	Review Contractor's Monthly Schedule Updates and Make Recommendations							
	Track Milestones and Advise Proactively							
	Subtotal	$0	$0	$0	$0	$0	$0	0
12.0	**Testing Services**							
	Lead and Asbestos Abatement and Air Testing/Monitoring (6 Weeks)					252		
	Abatement Close Out Report						12	
	Field Testing Services, Masonry, Welding, Concrete, Soils Compaction, Asphalt			35	404			
	Laboratory Testing Services, 6 Modified Proctor, 4 Sieve Analysis, 2 Hveem/Marshall, 2 Extraction & Gradation, 60 Concrete Compressive							$4,805
	Laboratory Office Services, Project Management, Reports	10	30	94				
	Subtotal	$1,980	$3,630	$10,507	$51,106	$34,551	$2,017	4,906
13.0	**Safety Program**							
	Review of Contractor's Safety Program for Compliance							
	Notify Contractor of Safety Issues and Direct Contractor to Suspend Work for Imminent Hazards							
	Investigate all Accidents and Prepare Reports							
	Track Milestones and Advise Proactively							
	Subtotal	$0	$0	$0	$0	$0	$0	0
14.0	**Storm Water Pollution Prevention Plan**							
	Review, Monitor, and Ensure Contractor's Compliance							
	Subtotal	$0	$0	$0	$0	$0	$0	0
15.0	**Traffic and Pedestrian Control; Public Safety**							
	Review and monitor all Traffic Control and Public Safety Plans							
	Ensure that Police, Fire, Sanitation, Parks and Other affected City Agencies are Notified of Potential Construction Impacts							
	Subtotal	$0	$0	$0	$0	$0	$0	0
16.0	**Environmental**							
	Pre-Construction Monitoring (1 Visit, 1 Report)							
	Prepare Nesting Bird Management Plan 2019							
	Implement Nesting Bird Management Plan (13 Visits, 1 Report)							
	Meetings/Project Management							
	Subtotal	$0	$0	$0	$0	$0	$0	0
17.0	**Project Closeout**							
	Final Walk Through							
	Punch List Development and Clearance							
	Notice of Completion							
	Assist City in Warranty Period							
	Deliver Project Documentation to City							
	Subtotal	$0	$0	$0	$0	$0	$0	0
	Total Hours	10	30	129	404	252	12	6003
	SUB TOTAL FEE	**$1,980**	**$3,630**	**$10,507**	**$51,106**	**$34,551**	**$2,017**	**$4,906**

FEE PROPOSAL SUMMARY BY CONSULTANT: Jericho Systems

TASK		Jericho Systems			
Task No.	TASK DESCRIPTION	Regulatory Specialists	Field Observer	Specialty Biologist	Biologist/ GIS
	Hourly Bill Rate	$149	$110	$141	$209
1.0	**Project Familiarity**				
	Visit Site and Acquire Familiarity with the Project				
	Assist in Project Signage and Notifications to Public				
	Provide Methods of Resolving Conflicts				
	Weekly Progress Meetings, Agenda, and Minutes				
	Submittal/Shop Drawings Processing/Set up Project Files				
	Subtotal	$0	$0	$0	$0
2.0	**Preconstruction Meeting**				
	Conduct Preconstruction Meeting, Agenda and Minutes				
	Subtotal	$0	$0	$0	$0
3.0	**Construction Management**				
	Contract Administration				
	Implement RFI Review and Tracking				
	Implement Shop Drawing Review and Tracking				
	Review Contractor's Change Order Request (4)				
	Review Contractor's Progress Payments				
	Months)				
	Track and Monitor Review of Submittals				
	Review Baseline Schedule and Monthly Schedule Updates on CPM				
	Project Documentation				
	As Needed Design Services				
	Subtotal	$0	$0	$0	$0
4.0	**Inspection**				
	Asbestos and Lead Abatement (See Item 12.0)				
	Geotechnical and Material's Testing (See Item 12.0)				
	Submittals, Permits, Materials and Less 6 weeks Lead & Asbestos Abatement in Item 12.0)				
	Option to Cover 9DCD of Submittal Period with Inspection for 63WD				
	Monthly Construction Reports				
	NV5 Web Document Tracking				
	Subtotal	$0	$0	$0	$0
5.0	**Construction Progress Meetings**				
	Conduct weekly Progress Meetings and As Needed Meetings, Provide Agendas and Minutes				
	Subtotal	$0	$0	$0	$0
6.0	**Public Relations**				
	Coordinate and Distribute Construction Notices				
	Respond to Citizen Concerns, Log and Inform City				
	Provide 24 Hour Hotline				
	Subtotal	$0	$0	$0	$0

FEE PROPOSAL SUMMARY BY CONSULTANT: Jericho Systems (continued)

7.0	**Change Order Preparation, Negotiations and Processing**				
	Track and Coordinate Change Orders				
	Prepare Independent Costs Estimates (3)				
	Evaluate Impact on Budget and Schedule (3)				
	Make Recommendations to City (3)				
	Subtotal	$0	$0	$0	$0
8.0	**Quality Review**				
	Review Contractor's SOV and Progress Payments				
	Monthly Progress Payment Reports				
	Subtotal	$0	$0	$0	$0
9.0	**Progress Payments**				
	Implement Program to Monitor Quality of Construction				
	Non-Compliance Reports				
	Tracking of Minor Vibrations				
	Clearing of Non-Compliance Reports				
	Subtotal	$0	$0	$0	$0
10.0	**Record Drawings and Documents**				
	Review and Coordination of Contractor's Record Drawings				
	Maintain Set of Contract Documents with Addendums, Substitutions, Clarifications, and Corrections, and Change Orders.				
	Subtotal	$0	$0	$0	$0
11.0	**Construction Schedule**				
	Review of Contractor's Baseline Schedule and Make Recommendations				
	Review Contractor's Weekly Look Ahead Schedule and Coordinate with City				
	Review Contractor's Monthly Schedule Updates and Make Recommendations				
	Track Milestones and Advise Proactively				
	Subtotal	$0	$0	$0	$0
12.0	**Testing Services**				
	Lead and Asbestos Abatement and Air Testing/Monitoring (8 Weeks)				
	Abatement Close Out Report				
	Field Testing Services, Masonry, Welding, Concrete, Soils Compaction, Asphalt				
	Laboratory Testing Services, 6 Modified Proctor, 4 Sieve Analysis, 2 Hveem/Marchall, 2 Extraction & Gradation, 60 Concrete Compressive				
	Laboratory Office Services, Project Management, Reports				
	Subtotal	$0	$0	$0	$0
13.0	**Safety Program**				
	Review of Contractor's Safety Program for Compliance				
	Notify Contractor of Safety Issues and Direct Contractor to Suspend Work for Imminent Hazards				
	Investigate all Accidents and Prepare Reports				
	Track Milestones and Advise Proactively				
	Subtotal	$0	$0	$0	$0
14.0	**Storm Water Pollution Prevention Plan**				
	Review, Monitor, and Ensure Contractor's Compliance				
	Subtotal	$0	$0	$0	$0
15.0	**Traffic and Pedestrian Control; Public Safety**				
	Review and monitor all Traffic Control and Public Safety Plans				
	Ensure that Police, Fire, Sanitation, Parks and Other affected City Agencies are Notified of Potential Construction Impacts				
	Subtotal	$0	$0	$0	$0
16.0	**Environmental**				
	Pre-Construction Monitoring (1 Visit, 1 Report)		8		
	Prepare Nesting Bird Management Plan 2019	5		5	2
	Implement Nesting Bird Management Plan (13 Visits, 1 Report)	8	104	2	
	Meetings/Project Management	2			
	Subtotal	$2,228	$12,320	$986	$418
17.0	**Project Closeout**				
	Final Walk Through				
	Punch List Development and Clearance				
	Notice of Completion				
	Assist City in Warranty Period				
	Deliver Project Documentation to City				
	Subtotal	$0	$0	$0	$0
	Total Hours	15	112	7	2
	SUB TOTAL FEE	**$2,228**	**$12,320**	**$986**	**$418**

ATTACHMENT 3
Resolution Nos. 7440, 7441, and 7442

RESOLUTION NO. 7440

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN AND FILE ON BEHALF OF THE CITY A FINANCIAL ASSISTANCE APPLICATION FOR FINANCING AGREEMENT FROM THE STATE WATER RESOURCES CONTROL BOARD

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

SECTION 1. The City Manager is hereby authorized and directed to sign and files, for and on behalf of the City of South Pasadena (Entity), a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Graves Reservoir Replacement Project.

SECTION 2. The City Manager or his/her designee of the City of South Pasadena is authorized to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

SECTION 3. The City Manager or his/her designee of the City of South Pasadena is authorized to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

SECTION 4. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 6th day of January, 2016.

Diana Mahmud, Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 6th day of January, 2016, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

RESOLUTION NO. 7441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DECLARING THE CITY'S INTENT TO REIMBURSE THE STATE WATER RESOURCES CONTROL BOARD FOR FUNDING OBTAINED THROUGH THE DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

WHEREAS, the City of South Pasadena (Agency) desires to finance the costs of constructing and or reconstructing certain public facilities and improvements relating to its water system, including certain treatment facilities, pipelines and other infrastructure (Project); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys (Project Funds) provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (Obligations); and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditures (Expenditures) with respect to the Project from available moneys of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

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

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is $10,000,000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the design portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 6th day of January, 2016.

Diana Mahmud, Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 6th day of January, 2016, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

RESOLUTION NO. 7442

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DECLARING THE CITY OF SOUTH PASADENA'S INTENT TO DEDICATE NET REVENUES OF THE WATER ENTERPRISE FUND TO PAYMENTOF DRINKING WATER STATE REVLOVING FUND FINANCING

WHEREAS, the City Manager to sign financing agreement, amendments, and certifications for funding under the Drinking Water State Revolving Fund (DWSRF); and

WHEREAS, the City Manager or his/her designee is authorized to approve claims for reimbursement, to execute budget and expenditure summary, to sign the final release from and sign the certification of project completion; and

WHEREAS, the City of South Pasadena (Entity) pledging and dedicating net water revenues from to payment of DWSRF Financing; and

WHEREAS, the City of South Pasadena seeks financing from the State Water Resources Control Board for a project commonly known as Graves Reservoir Replacement Project (Project); and

WHEREAS, the City of South Pasadena desires to finance the cost of the constructing and/or reconstructing certain public facilities and improvements relating to its drinking water system, including the construction of a new reservoir pump station and well head treatment system as part of the Project; and

WHEREAS, the Entity intends to finance the construction and/or reconstruction of the project or portions of the Project with moneys provided by the State of California acting by and through the State Water Resources Control Board; and

WHEREAS, the DWSRF requires each recipient to establish one or more dedicated sources of revenue for repayment of the DWSRF assistance.

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

SECTION 1. The City Manager is hereby authorized and directed to sign and file, for and on behalf of the City of South Pasadena, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Project.

SECTION 2. The City Manager or his/her designee of the City of South Pasadena is authorized to sign the DWSRF program financing agreement for the Project and any amendments thereto, and provide the assurances, certifications, and commitments required.

SECTION 3. The City Manager or his/her designee of the City of South Pasadena is authorized to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including improving and submitting disbursement requests (including claims for reimbursement) or other required documentation, compliance with applicable state and federal laws, and making any other necessary certification.

SECTION 4. The City of South Pasadena does hereby dedicate and pledge its net water revenues and its enterprise fund to payment of the DWSRF financing for the Project.

SECTION 5. The City of South Pasadena commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the City of South Pasadena has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board. So long as the financing agreement(s) are outstanding, the City of South Pasadena pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the City of South Pasadena commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet the obligations under the financing agreement(s). If for any reason, the said source of revenue proves insufficient to satisfy the debt service of the DWSRF obligation, sufficient funds shall be raised through increased water rates, user charges, or assessments or any other legal means available to meet the DWSRF obligation and to operate and maintain the Project.

SECTION 6. The authority granted hereunder shall be deemed retroactive. All acts authorized hereunder are performed prior to the date of this Resolution are hereby ratified and affirmed. The State Water Resource Control Board is authorized to reply upon the Resolution until written notice to the contrary, executed by each of the undersigned, is received by the State Water Resources Control Board. The State Water Resources Control Board shall be entitled to act in reliance upon the matters contained herein notwithstanding anything to the contrary contained in the formation documents of the City of South Pasadena or in any other documents

SECTION 7. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 6th day of January, 2016.

Diana Mahmud, Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 6th day of January, 2016, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Rafael O. Casillas, P.E., Acting Director of Public Works ROC
Kristine Courdy, P.E., Acting Deputy Director of Public Works KC
Anteneh Tesfaye, Water Operations Manager AT

SUBJECT: **Authorize the Third Amendment with Arcadis US, Inc., for the Garfield Reservoir Replacement Project Construction Management and Inspection Services in an Amount Not-to-Exceed $55,000 for a Total Not-to-Exceed Contract Amount of $772,325.08**

Recommendation Action
It is recommended that the City Council authorize the City Manager to execute the third Contract Amendment with Arcadis U.S., Inc., in an additional not-to-exceed amount of $55,000, for providing continued Construction Management and Inspection Services required through Garfield Reservoir Replacement Project (Project) completion and closeout.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Discussion/Analysis
The proposed third amendment to Arcadis U.S., Inc. (Arcadis) is for additional construction management, inspection services, supervising the reservoir and pump station commissioning, and negotiating the final construction change orders with Pacific Hydrotech Corporation (Contractor). More specifically, Arcadis was instrumental in negotiating a more favorable cost for the following field change orders:

- LED light installation
- Motor control component valve modification
- Elevator tower framing
- Additional batt insulation
- Telephone conduit revisions
- HVAC changes
- Fire alarm phone line conduit

AGENDA ITEM 18

Staff had several meetings with Arcadis, to discuss the details of the proposed amendment. The fee for the additional services was negotiated and staff believes that the recommended fee is fair and equitable based upon the amended scope of work. Since Arcadis has intimate knowledge of the Project construction it was imperative to have them continue providing construction management services to ensure the City of South Pasadena (City) receives best finished product.

Background

On November 19, 2014, the City Council approved entering into an agreement with Arcadis, for construction management of the Garfield Reservoir Replacement Project in an amount not-to-exceed $664,000. On March 4, 2015, the City Council approved amending the Arcadis agreement to include the necessary monitoring, documenting, and filing of appropriate documents for abatement of asbestos containing material and lead based paint found in the roof structure in accordance with California Occupational Safety and Health Administration (Cal/OSHA) and South Coast Air Quality Management District (SCAQMD) regulations, and was not part of the original scope of services for this project. The first amendment was in an amount not-to-exceed $25,950.

Subsequent to the removal and proper disposal of the roof materials, during demolition activities an unknown substance was discovered beneath the concrete joints of the concrete floor structure, as well as beneath the joints in the concrete reservoir walls. Samples of the material were taken at various locations throughout the concrete shell of the reservoir, and sent to a certified laboratory for testing. Tests revealed that the black tar like material which may have been used as a sealant when the reservoir was first constructed in the early 1920's did in fact contain levels of asbestos beyond the allowable limit. On August 19, 2015, the City Council approved a second contract amendment in an amount not to exceed $27,375.08 with Arcadis to perform the construction management and inspection services required for the additional abatement.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The proposed amendment for an additional not-to-exceed amount of $55,000 was required for the continued construction management and inspection services, supervising the reservoir and pump station commissioning, and negotiating the final construction change orders with the Contractor. This Project was funded by the 2009 water bond proceeds from account number 500-9000-9266 Garfield Reservoir Capital Improvement Project.

• Original Construction Contract:	$ 664,000.00	(Approved November 19, 2014)
• Amendment #1:	$ 25,950.00	(Approved March 4, 2015)
• Amendment #2:	$ 27,375.08	(Approved August 19, 2015)
• Amendment #3:	$ 55,000.00	(Proposed May 16, 2018)
FINAL AGREEMENT AMOUNT	**$ 772,325.08**	

The original contract amount for the Project as approved at the November 19, 2014 City Council Meeting is $664,000. The final contract amount inclusive of amendments is $772,325.08.

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. Project Location Map
2. Proposed Amendment
3. Original Agreement including Amendments #1 and #2

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ATTACHMENT 1
Project Location Map

Garfield Reservoir Project Location Map

ATTACHMENT 2
Proposed Amendment

THIRD AMENDMENT TO
AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

THIS AMENDMENT ("Amendment") is made as of this 16th day of May, 2018, by and between the CITY OF SOUTH PASADENA ("City") and ARCADIS US, INC., ("Consultant").

RECITALS

WHEREAS, on November 19, 2014, the City and Consultant entered into an Agreement for Consultant Services ("Agreement") for the Consultant to provide for construction management and inspection services for Garfield Reservoir Replacement Project (Project); and

WHEREAS, on May 4, 2015, the Agreement was amended ("Amendment 1") to provide additional inspection and monitoring services required for the unforeseen abatement of asbestos containing materials (ACM) and lead based paint; and

WHEREAS, the original Agreement was in the amount of $664,000, and after Amendment 1, the revised Agreement total was $689,950 ($664,000 plus Amendment 1 amount of $25,950); and

WHEREAS, on August 19, 2015, the Agreement was amended ("Amendment 2") to provide additional specialized inspection for the supplemental work required to dispose of the additional ACM discovered subsequent to the approval of Amendment 1; and

WHEREAS, the revised Agreement total after Amendment 2 was $717,325.08 ($689,950 plus Amendment 2 amount of $27,375.08); and

WHEREAS, during the course of construction, the project encountered a few unforeseen site condition as well as some design challenges which created project extensions and required additional construction management time spent on the Project beyond the original time schedule as described in the project contract and specification; and

WHEREAS, the costs for said services shall be in an amount not to exceed $55,000.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That Section 2 of the Agreement is hereby amended to read as follows:

> The maximum amount payable under the terms of this Agreement, including expenses, shall not exceed $772,325.08 (which includes the compensation for the original scope of services in the amount of $664,000, additional services in the

amount of $25,950 for Amendment 1, additional services in the amount of $27,375.08 for Amendment 2, and additional services in the amount of $55,000 for Amendment 3).

2. SCOPE OF SERVICES. That the scope of work of the Agreement is hereby amended to include the following:

Additional construction management and inspection services required to complete the Project, which included an additional 371 hours required for inspection, change order negotiation, punchlist completion, and project close out.

3. TERM. The term of this Agreement shall be extended to May 16, 2018.

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.

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

Date:_____

"Consultant"
Arcadis US, Inc.

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Attest:

By:_____
Evelyn G. Zneimer, City Clerk

Date:_____

Approved as to form:

By:_____
Teresa L. Highsmith, City Attorney

Date:_____

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ATTACHMENT 3
Original Agreement including
Amendments #1 and #2

AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made as of this 4th day of March, 2015 by and between the CITY OF SOUTH PASADENA ("City") and ARCADIS US, INC. ("Consultant").

RECITALS

WHEREAS, on November 19, 2014 the City and Consultant entered into an Agreement for Consultant Services ("Agreement") for Consultant to provide construction management and inspection services for the Garfield Reservoir Replacement Project;

WHEREAS, the Agreement was for an initial amount of $664,000;

WHEREAS, subsequent to the Consultant submitting a proposal to provide these to the City, the City increased the scope to include the monitoring of lead and asbestos abatement;

WHEREAS, the City requires additional specialized inspection to cover these services;

WHEREAS, the additional costs for said services shall be in an amount not to exceed $25,950.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That Section 4 of the Agreement is hereby amended to read as follows:

> City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation". The total fees for the services shall not exceed the authorized amount of **$689,950** (which includes the compensation for the original scope of services in the amount of $664,000, and the compensation for the additional scope of services in the amount of $25,950), unless the CITY has given specific advance approval in writing.

2. SCOPE OF SERVICES. That scope of work of the Agreement is hereby amended to include the attachments to this Amendment.

3. 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.

Dated: 3-4-15

"CITY"

By: _____
Sergio Gonzalez, City Manager

Dated: 2-24-15

ARCADIS US, INC.

By: _____
Oscar Gonzalez, P.E. C.M.

APPROVED AS TO FORM:

_____
Theresa L. Highsmith, City Attorney

SECOND AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made as of this 19th day of August, 2015 by and between the CITY OF SOUTH PASADENA ("City") and ARCADIS US, INC. ("Consultant").

RECITALS

WHEREAS, on November 19, 2014 the City and Consultant entered into an Agreement for Consultant Services ("Agreement") for Consultant to provide construction management and inspection services for the Garfield Reservoir Replacement Project; and

WHEREAS, on March 4, 2015, the Agreement was amended to provide for additional inspection and monitoring services required for the abatement of asbestos containing materials (ACM) and lead based paint (LBP) as reflected in the enclosed proposal herewith as "Exhibit A"; and

WHEREAS, the original Agreement was in the amount of $664,000, and the first Amendment was in the amount of $25,950; and

WHEREAS, the City requested additional specialized inspection for the supplemental work required to dispose of additional (ACM) discovered subsequent to the approval of the first amendment; and

WHEREAS, the additional costs for said services shall be in an amount not to exceed $27,375.08.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That Section 4 of the Agreement is hereby amended to read as follows:

> The agreement is amended to add an additional not to exceed amount of twenty seven thousand, three hundred seventy five dollars and eight cents ($27,375.08) unless the CITY has given specific advance approval in writing, bringing the total not to exceed Agreement amount to $717,325.08.

2. SCOPE OF SERVICES. The consultant shall be compensated on time and material basis at the same hourly rate as set forth in first amendment. That scope of work of the Agreement is hereby amended to include Exhibit "A" of the attachment to this Amendment.

3. 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.

Dated: 8-19-2015

"CITY"

By: _____
Sergio Gonzalez, City Manager

Dated: 8-13-15

ARCADIS US, INC.

By: _____
Oscar Gonzalez, P.E./C.M.

APPROVED AS TO FORM:

_____
Theresa L. Highsmith, City Attorney

CITY OF SOUTH PASADENA

PROFESSIONAL SERVICES AGREEMENT
WITH
ARCADIS

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of November, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and ARCADIS U.S., INC.("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for construction management and inspections services for the construction of the Garfield Reservoir Replacement Project, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Oscar Gonzalez, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

2.0. COMPENSATION AND BILLING

2.1. Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as provided below:

City will pay the following to the Contractor for services performed:

Professional Fees:

Consultant shall perform the services described in Exhibit "A" Scope of Services for the flat rate of $664,000

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2 Maximum Amount. The maximum amount payable under the terms of this Agreement, including expenses, will not exceed $664,000. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached $531,200 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

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

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

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

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

The invoice submitted pursuant to this paragraph shall show the:

1) Project name/description;
2) Name and hours worked by each person who performed services during the billing period;
3) The title/classification under which they were billed;
4) The hourly rate of pay;
5) Actual out-of-pocket expenses incurred in the performance of services; and,
6) Other such information as the City may reasonably require.

2.5. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the

same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective on November 19, 2014 ("Effective Date") and shall remain in effect until April 15, 2017, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with thirty (30) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from

Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "B" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City Attorney.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits "A" and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager ("City Representative"), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Oscar Gonzalez or such other person designated in writing by him and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

(a) Provide interpretation of the scope and specifications for the work to be performed;
(b) Monitor performance of the Work to ensure compliance with the Agreement;
(c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;
(d) Obtain and review Monthly Statements;
(e) Suspend work in accordance with other provisions of this Agreement;
(f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
(g) Work directly with the Consultant in the performance of this Agreement.

Consultant's Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant's Representative shall attend and assist in all coordination meetings called by City.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:	IF TO CITY:
Oscar Gonzalez Arcadis U.S., Inc. 445 S. Figueroa, Suite 3650 Los Angeles, CA 90071	Sergio Gonzalez City of South Pasadena 1414 Mission Street South Pasadena, CA 91030

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of

litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Consultant agrees to , indemnify, hold free and harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend the City, its elected and appointed officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit alleges or asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees and volunteers, and/or authorized subcontractors are specifically named or otherwise asserted to be liable and when the City requests with respect to a claim provide a deposit for the defense of. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

The obligations of Consultant under this Section 6.7 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives

its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional

insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California

Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.

6.17. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

6.18. Licenses, Permits, and Fees. Consultant shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City,

provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any

party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.29. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

6.30. Applicable Laws, Codes, and Regulations. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

6.34. Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Dated: 12/17/14

THE CITY OF SOUTH PASADENA

By: _____
Sergio Gonzalez, City Manager

Dated: _____

ARCADIS U.S., INC.

By: _____
Oscar Gonzalez, P.E.

Federal ID No. 57-0373224

APPROVED AS TO FORM:

_____
Teresa L. Highsmith, City Attorney

EXHIBIT "A"

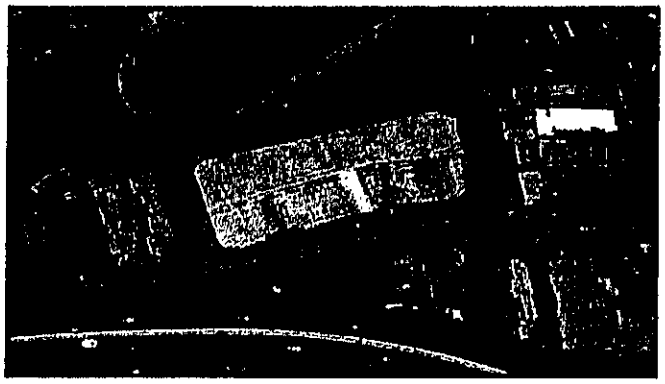
SCOPE OF SERVICES

5. Proposed Approach and Scope of Work

Project Understanding and Approach

The overall approach of our team will be to provide effective management of the construction contract for the purposes of monitoring and reporting on construction progress and inspecting the work for compliance with the contract documents. Our proven approach to construction management captures all the aspects of the scope of work and will provide a timely flow of information, fostering good communications among the involved parties, and detailed reporting on all project-related activities.

We have visited the project site with City staff, and reviewed the contract requirements, drawings, and specifications in detail. In our assessment of the project, we have identified a number of key challenges which are presented in the following section, along with our proposed approach to addressing them.



Aerial view of the project site showing close proximity of residential and school facilities.

Project Location and Environmental Mitigation Measures

This project has a very tight site surrounded by residential homes, apartments, and school facilities that will be affected by noise, dust, and traffic. The management of environmental mitigation measures as described in Section SC-14 Dust Abatement of the Supplementary Conditions and notes 7-9 on Drawing C-1 will be extremely important. The success of this project will rely on keeping the residential neighbors satisfied and minimizing the impact on their daily activities. Our CM team will strictly enforce the environmental mitigation measures for the project. We will address any concerns or questions from the residents in a prompt and professional manner and keep the City staff informed on a real time basis. In addition, all correspondence with residents will be stored and available for viewing on ARCADIS' online document control system, Orion. After review of the contract documents, ARCADIS recommends the use of environmental barriers around the site perimeter to shield neighbors from noise, dust, and vision of construction activities. Our approach is to take proactive measures to develop a trusting relationship with the residential neighbors.

Traffic Control

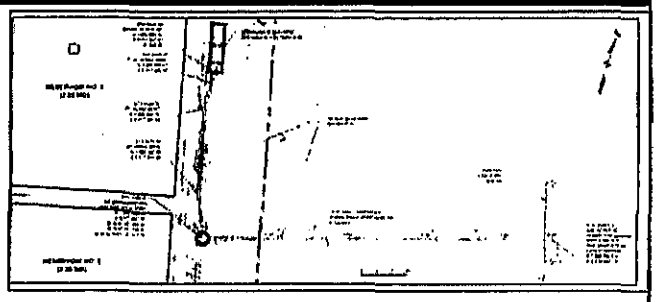
The traffic in this neighborhood and in the City must be managed and controlled in accordance with Section SC-6 of the Supplementary conditions and the City map identifying limited truck hauling routes. Enforcement procedures will be established and implemented to safely minimize impacts on the residents. Updates of day-to-day traffic plans will be provided to the residents via signage and appropriate notifications, as they may be frequently impacted. During times when the residents will be leaving for and arriving home from work, the contractor will need to control the truck traffic and keep the streets clean to minimize any impact to the residents along the designated construction haul route. An approved neighborhood notification process will be required as part of the contractor's Construction Management plan.

Garfield Avenue Construction Activities

The contract work, as outlined in Section SC-3 of the Supplementary Conditions, requires that the contractor perform work directly within the limits of Garfield Avenue. Our team will strictly enforce that a traffic control plan is submitted and approved, encroachment permit is obtained prior to the start of work, and one lane of operation remains in service at all times. In addition, our CM team will ensure that the contractor restores Garfield Avenue in accordance with Supplementary Condition – 19 on a daily basis.

Construction Phasing, Scheduling, and Sequence of Operations

Supplementary Conditions, Section SC-4, work in the Pasadena Unified School District Property requires demolition of an existing storm drain pipeline and installation of a new storm drain pipeline connecting to a LA County Flood Control Storm Drain Channel. Due to work restrictions while school is in session, it will be critical to perform this work during the summer of 2015. Our CM team will work with the contractor to review and update the construction schedule to minimize impacts to the school. In addition, we have also identified the need for an increased construction easement in order to safely, efficiently, and cost-effectively perform this contract work. We recommend a temporary construction easement increase from 10 feet, as shown below, to a minimum of 100 feet.



Yellow area indicates recommended temporary construction easement increase of 100 feet.

The site preparation work and the construction of the temporary facilities will need to be coordinated with the demolition and abatement of the existing facilities to be removed. The plan for removal of any designated waste, such as asbestos containing materials (ACM) and lead based paint (LBP), masonry walls, paving, redwood framing (for salvaging by separate outside contractor), and other miscellaneous structures must be coordinated. It is also important to properly implement Storm Water Pollution Prevention Plan (SWPPP) all year around, not just during the rainy season, to effectively control dust, sediment, and any runoff from construction activities. Our CM team includes a Qualified SWPPP Practitioner (QSP) and we will enforce proper implementation of SWPPP including required inspections and sampling and monitoring if necessary.

Public Notifications and Construction Project Signage

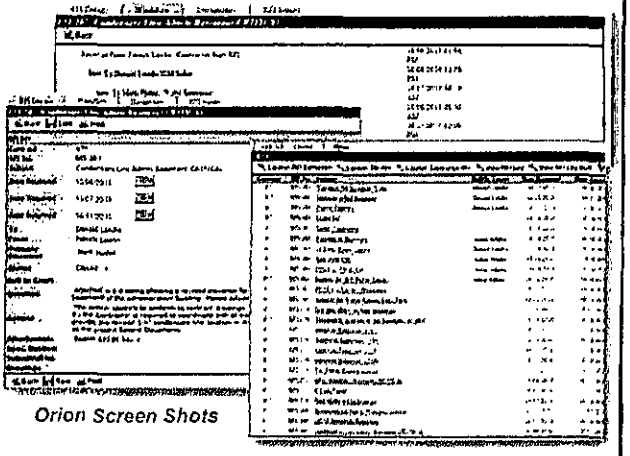
The City should plan to have, at a minimum, two outreach meetings with the residents to provide a mechanism for suggestions and concerns to be received throughout the project duration. The focus of the contractor should include alleviating impacts to the residents. The contractor is required to install Construction Project Signs to alert public regarding expected project duration and construction activities on Garfield Avenue in accordance with Section 16 of the Supplementary Condition, and Specification Section 01550, Traffic Regulation. Our CM team will ensure that proper signage is installed, is clearly visible, and keeps the residents informed on the project.

Change Order Management

In the case where there are potential conflicts in the plans and specifications that will need to be addressed, the Request for Information (RFI) process will be used to resolve such matters. If a potential change in scope of work is identified, then cost and schedule impacts are evaluated. We have procedures in place to rapidly resolve these matters so that impacts to the schedule are minimized. When a change has been identified, a potential change order (PCO) is logged. The contractor is asked to prepare a cost and time estimate for this scope change with markups applied per Article 9, Changes in the Work of the General Conditions. After our review and negotiations with the contractor, the PCO will become a finalized Change Order (CO). If we are unable to resolve the PCO in a timely manner, the contractor may be directed to proceed with the scope change under time and materials. The PCO will be categorized as an Issue until resolved. The Issues will continue to be investigated and negotiated until resolved. In this manner we will minimize any impact to the project schedule.

Document Control System

Our CM team utilizes Orion, a web-based software program that provides efficient and effective electronic management and tracking of project documents. ARCADIS developed Orion specifically as a program management tool for water and wastewater construction projects. Our CM teams have used Orion on more than 30 major projects totaling over $7 billion in construction value over the past 10 years. The system maintains an electronic database of project-related documents that is available to all project participants and associated designees and is accessible from any web browser. Orion's functionality standardizes project processes; centralizes access; stores, searches and manages information; simplifies project and document control; and provides the client, contractors, and consultants with real-time progress information and reporting. Individual modules can be used to log, track, send, search, store, and monitor. Orion includes a project-specific calendar; allows on-line submittal of RFIs, submittals, payment applications, and other items; and provides external e-mail notification of items requiring attention. A customizable dashboard can be provided to support quick tracking of project progress and contractor performance. Items such as number of RFIs and submittals per contract, average turnaround time for RFIs, and change order performance can be displayed on the dashboard. The City currently uses Orion on the Wilson Reservoir Project; therefore will incur savings by adding another project to an existing client system.



Orion Screen Shots

Scope of Work

We have read Section III – Project Objectives and the Scope of Services outlined in the Request for Proposal (RFP), taking no exception, and will address each in detail as follows:

1. Project Familiarity: We have reviewed the drawings and specifications and visited the project site to familiarize and educate ourselves about the project constraints and become knowledgeable with regard to the phasing of construction and the sequence of operations necessary to minimize the impacts on the residents.
2. Preconstruction Meeting: We will hold a preconstruction meeting with the City of South Pasadena staff, the contractor, the engineer, the affected utility companies (e.g., gas, power), and other critical project participants. We will also prepare and distribute detailed minutes.
3. Construction Management: We will provide contract administration and project coordination and establish communications protocol amongst the City, the contractor, the engineer, the construction manager, and other parties associated with the construction. We will provide procedures for processing RFIs, submittals, PCOs (Potential Change Orders), progress payments, and other communications amongst the involved parties. In addition, we will maintain and deliver all project records to the City when the project is completed.
4. Inspection: We will provide full time inspection for this project to ensure compliance with the construction contract during all phases of the work and provide detailed daily reports of activities, contactor labor and equipment, and issues encountered at the project site. We will provide monthly reports with budget status, photographs and schematics showing the project status, the work that will be performed the next month, and an overview summary of RFIs, submittals, and CO/PCOs.
5. Construction Progress Meetings: We will hold weekly or bi-weekly meetings with the City staff, the contractor, and the engineer to discuss the progress, the three-week lookahead schedule, and discuss potential issues affecting the schedule and other project matters. Meeting minutes will be distributed in a timely manner.
6. Public Relations: We will coordinate with the contractor to distribute notices to all neighboring residents and respond to citizen concerns. A log of these concerns will be maintained and the City staff will be kept apprised on a real time basis.

7. Change Order Preparation, Negotiation and Processing: We will utilize successfully established procedures for the preparation of Potential Change Orders, negotiation, resolution and processing of all project changes between the contractor and the City.

8. Quality Review: We will establish and implement a program to monitor the quality of the construction. Our Technical Advisor, Mr. Dhingra, will visit the site on a monthly basis, at a minimum, to provide a review of the project progress, compare it with the schedule, verify compliance with our internal QA/QC procedures, and provide comments on the quality of the constructed project as it progresses. The results of these reviews will be documented for corrective action, and any corrective actions taken will be monitored, including:

   - Review of contractor quality control plan. ARCADIS reviews the steps taken by the contractor as outlined in their quality control plan to confirm the work is meeting all requirements.
   - Develop quality assurance checks. As the contractor begins construction, checks to make sure that the work is in conformance with the contract documents are imperative. If not implemented, ARCADIS works with the contractor to develop a list that meets the requirements of each specific item of work being constructed.
   - Review quality at each construction meeting. As part of the bi-weekly construction meetings, quality will be discussed and any work that is not in conformance will be followed up with an action plan to either bring the work into conformance or remove the work and reconstruct it to meet the requirements of the contract documents.
   - Submittals for materials/equipment. Quality checks include confirming that the materials and equipment used on the project are reviewed and approved by the reviewing engineer. This quality check certifies that the material and equipment is in conformance and that no issue can arise after the work is completed.

9. Progress Payments: We will review the contractor's progress payments on a monthly basis to verify the completed work, and will check that other requirements are met at the time of a payment request in accordance with the contract documents, such as updating of as-builts and construction schedule and submittal payroll certification documents, and recommend payment by the City to the contractor

10. Record Drawings and Documents: We will review the contractor's efforts to maintain the Record Drawings on a monthly basis for completeness showing all addendum, substitutions, clarifications, corrections and change orders. In addition, our CM team will keep an up-to-date set of Contract documents, drawings, and specifications.

11. Construction Schedule: We will initially review the baseline construction schedule at the beginning of the Project for conformance with the Contract requirements to make sure that the baseline schedule is realistic in terms of logistics and duration of activities. We will review and monitor the contractor's schedule on a weekly basis to ensure compliance with the established milestones and contract completion requirements.

12. Testing Services: We will coordinate and monitor all material the testing services which include, but are not limited to: backfill compaction testing; concrete testing; and structural fasteners and welding testing provided by the owner and contractor's independent testing laboratory and maintain a log of all test reports. In addition, we will coordinate any re-testing of failed test results.

13. Safety Program: ARCADIS shares the City's concerns regarding the safety of the construction project. We are committed to promoting and monitoring both construction site safety and environmental health and safety on all of our projects. While the construction contractors have the legal responsibility to provide for the safety of their employees, we routinely assist contractors and clients in maintaining a safe work environment. We will implement a safety communications protocol that is designed to provide an audit of all safety related issues and provide the City with timely information on spills, incidents and accidents.

14. Storm Water Pollution Prevention Plan (SWPPP): We will review, monitor and ensure that the contractor is in compliance with NPDES/Best Management Practices as well as State and Federal requirements.

15. Traffic and Pedestrian Control; Public Safety: We will review and monitor the contractor's traffi c control and public safety plans for compliance with all applicable safety laws and regulations and, when necessary, ensure that police, fi re, sanitation, parks and other affected agencies are properly notifi ed of any potential impacts.

16. Environmental: We will ensure that all mitigation measures described in the initial study for the project are maintained and documented throughout the construction period. Daily inspections of the site and surrounding areas will be conducted to verify environmental mitigation measures are actively and effectively in place.

17. Project Closeout: We will advise the City when the project is substantially complete, provide a project punch list of items that are deficient, and make recommendations to the City with regards to project completion and fi nal payment to the contractor. Our staff will assist the City and the contractor in commissioning and any start-up activities and will coordinate and assist in the training of operation staff of all new installed equipment. In addition, we will assist the City during the warranty period if corrective work is required as well as deliver all project documentation to the City.

EXHIBIT "B"

INSURANCE REQUIREMENTS

Additional Insured Status: The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant 's work or operations in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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

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

General Liability:

a.	General Aggregate	$2,000,000
b.	Products Comp/Op Aggregate	$2,000,000
c.	Personal & Advertising Injury	$1,000,000
d.	Each Occurrence	$1,000,000
e.	Fire Damage (any one fire)	$ 50,000
f.	Medical Expense (any one person)	$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	$1,000,000
c.	EL Disease - Policy Limit	$1,000,000
d.	EL Disease - Each Employee	$1,000,000

Automobile Liability

a. Any vehicle, combined single limit $1,000,000

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

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

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

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

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

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

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

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

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

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Rafael O. Casillas, P.E., Acting Public Works Director ROC
Kristine Courdy, P.E., Acting Deputy Public Works Director KC
Anteneh Tesfaye, Water Operations Manager

SUBJECT: **Acceptance of Project Completion and Authorization to File a Notice of Completion for the Garfield Reservoir Replacement Project and Authorization to Release Retention Payment to Pacific Hydrotech Corporation**

Recommendation Action
It is recommended that the City Council:

1. Accept the Garfield Reservoir Replacement Project (Project) as complete;
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to Pacific Hydrotech Corporation (Contractor), in the amount of $919,223.37.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Discussion/Analysis
The original contract amount awarded to the Contractor for the Project was $18,686,440 and the final contract amount is $18,502,580.92 (a decrease of approximately one percent). The contract decrease is due to various changes made during the construction as well as value engineering that were completed during the construction of the Project. Part of the value engineering design was to combine the interior wall of the two structures which resulted in tremendous cost savings for the construction. However, there was additional work resulting from unforeseen conditions such as the soil contamination, asbestos materials, additional excavation required in order to abate the soil contamination and asbestos removal. Due to the changes of the design as well as the additional work required, the Project was delayed by approximately 55 additional days.

The Project's substantial completion date was December 8, 2017. Due to personnel changes, as well as the Project punch list completion, and negotiation of the final change order, staff is now able to

AGENDA ITEM 19

finalize the Project and file the NOC. The Project inspection and construction management was performed by Arcadis (Consultant).

Background
On November 19, 2014, the City Council awarded a construction contract to Pacific Hydrotech Corporation, of Perris, California for the construction of Garfield Reservoir Replacement Project. The Project scope of work included the demolition of the existing reservoir and all appurtenances that were originally constructed in 1924, reconstruction of Concrete Garfield Reservoir, pump station, Water Distribution Operations building, and treatment facility.

Legal Review
The City Attorney has reviewed this item.

Fiscal Impact
This Project was funded by the 2009 water bond proceeds from Account Number 500-9000-9266 Garfield Reservoir Capital Improvement Project. Below is a summary of the final Project construction costs:

- Original Construction Contract: $ 18,626,440.00 (Approved November 19, 2014)
- Amendment #1: $ 206,279.70 (Approved February 18, 2015)
- Amendment #2: Abatement $ 312,670.86 (Approved August 19, 2015)
  Value Engineered Project Savings $ < 895,435.00 > (Approved August 19, 2015)
- Final Project Change Orders: $ 252,625.36 (Unforeseen conditions resolved during construction)

FINAL CONSTRUCTION CONTRACT AMOUNT $ 18,502,580.92

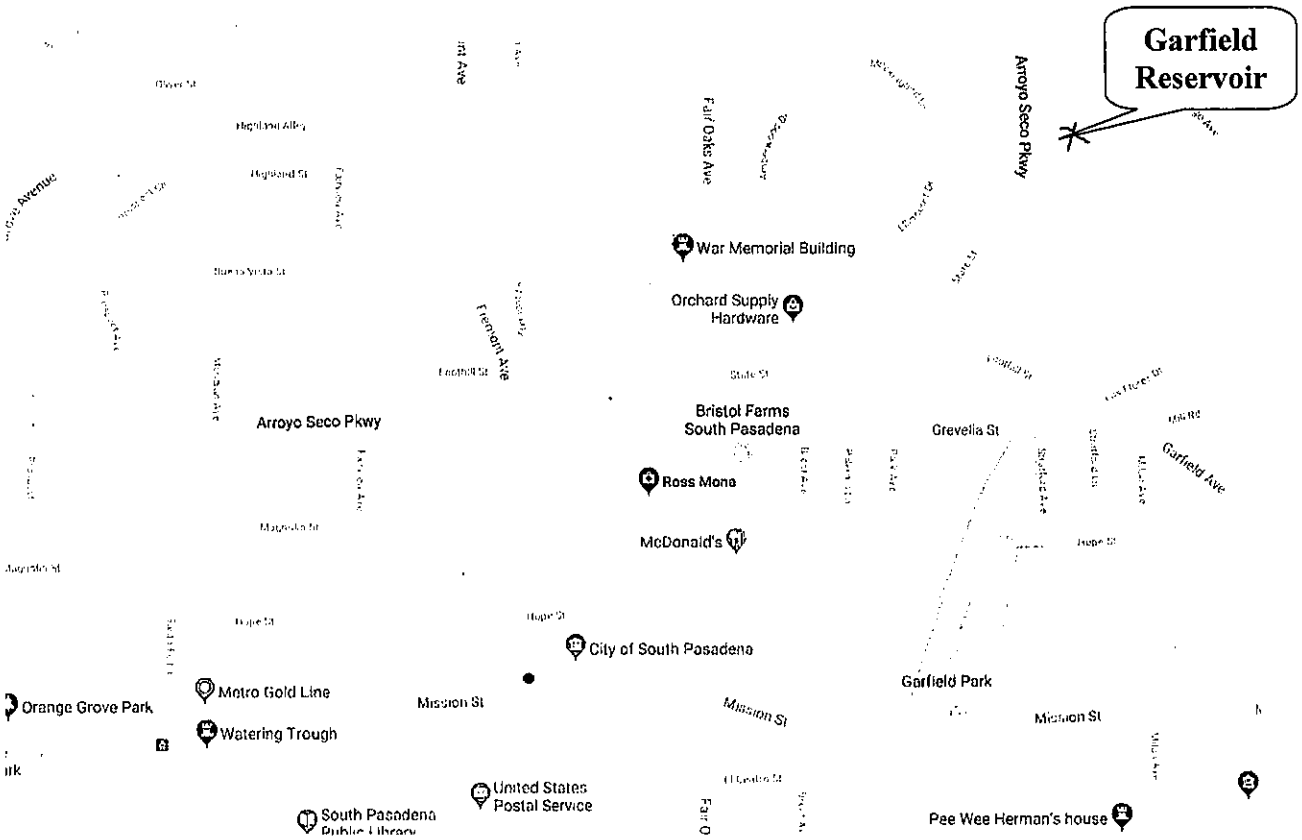
Environmental Analysis
This Project environment impact analysis was completed during the design phase. A Mitigation Negative Declaration (MND) was prepared for the Project and all measures identified in the MND were faithfully executed.

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. Project Location Map
2. Notice of Completion

ATTACHMENT 1
Project Location Map

Garfield Reservoir Project Location Map



ATTACHMENT 2
Notice of Completion

RECORDING REQUESTED BY:

Evelyn G. Zneimer, City Clerk

AND WHEN RECORDED MAILTO:

Public Works Department

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.: Order No.: Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

2. The FULL NAME of the OWNER is **City of South Pasadena**.

3. The FULL ADDRESS of the OWNER is **1414 Mission Street, South Pasadena, CA 91030**.

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: **Public Works Director (Agent)** in fee.

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES	ADDRESSES
N/A	
N/A	
N/A	

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

NAMES	ADDRESSES
N/A	
N/A	
N/A	

7. A work of improvement on the property hereinafter described was COMPLETED **March 30, 2018**.

8. The work of improvement completed is described as follows:

Reconstruction of the Garfield Reservoir Replacement Project as more specifically described in the plans and specifications prepared by Kennedy/Jenks Consultants dated July, 2014

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: **Pacific Hydrotech Corporation**.

10. The street address of said property is **416 Garfield Ave, South Pasadena, CA 91030**.

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

Date: **May 16, 2018**

(Signature of Owner or agent of owner)

Rafael O. Casillas, P.E. (Agent)

Verification for INDIVIDUAL owner _____:
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **Agent** ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

May 16, 2018 **South Pasadena**

Date and Place

(Signature of person signing on behalf of owner)

Rafael O. Casillas, P.E. (Agent)

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

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 Rangwala Associates for Additional Outreach and Extended Timeline for the General Plan and Downtown Specific Plan Update in an Amount Not-to-Exceed $19,300**

Recommendation Action
It is recommended that the City Council approve a first contract amendment, subject to the approval by the City Attorney, with Rangwala Associates in an amount not-to-exceed $19,300 for additional outreach and extended timeline for the General Plan and Downtown Specific Plan Update.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Community Outreach
Staff has received feedback from the public during the 30-day scoping period for the EIR requesting a 60-day review period for the Draft EIR, instead of the normal 45-day review period.

Discussion/Analysis
The public engagement process to date has attempted to facilitate public input as much as possible, and a 60-day review period would provide additional time for the public to digest and provide comments on the Draft Environmental Impact Report (DEIR). Further, additional outreach is required to ensure that the public fully understands the Draft Update documents, including a new Development Code that is part of the Downtown Specific Plan. In order to prevent public meetings or public hearings during the holidays, the revised timeline proposes completion in March 2019.

Background
On November 16, 2016, the City Council approved a contract with Rangwala Associates (RA) to update the City's General Plan and the Mission Street (now Downtown) Specific Plan (Update). The contract scope of work included a 22-month process, including a vigorous and robust public

AGENDA ITEM 20

engagement program and an Environmental Impact Report (EIR), and was scheduled to conclude in October 2018.

Legal Review
The City Attorney has reviewed this item.

Fiscal Impact
The funds for the contract amendment are included in the Fiscal Year 2018-19 budget under General Plan Fees Account #101-0000-0000-2980-001 and the remaining funds will be charged under Contract Services account #101-7010-7011-8180.

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 Rangwala Associates

FIRST AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT TO THE AGREEMENT ("First Amendment") is made as of this 16th day of May, 2018 by and between the CITY OF SOUTH PASADENA ("City") and Rangwala Associates ("Consultant").

RECITALS

WHEREAS, on or about November 16, 2016, City and Consultant entered into a Professional Services Agreement ("Agreement") for the Consultant to update the City's General Plan and Mission Street (now Downtown) Specific Plan Update ("Project"), and to provide an Environmental Impact Report ("EIR") for this Project; and

WHEREAS, the Agreement was for an initial amount of $564,140; and

WHEREAS, requests have been made to provide for a 60-day review period for the Draft EIR as opposed to a 45-day review period provided for in the original scope of work ; and

WHEREAS, additional outreach is necessary to successfully complete the Project; and

NOW THEREFORE, 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 June 30, 2019 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 nineteen thousand three hundred ($19,300) dollars, as set forth in "Exhibit A-1" for the additional Scope of Services.

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.

IN WITNESS WHEREOF this First Amendment is signed by the parties hereto on the date first above written.

Dated: _____ "CITY"

By: _____
Stephanie DeWolfe, City Manager

Dated: _____ "CONSULTANT"

By: _____
Kaizer Rangwala, Principal

APPROVED AS TO FORM:

_____
Teresa L. Highsmith, City Attorney

_____
Evelyn G. Zneimer, City Clerk

EXHIBIT A-1

AMENDED SCOPE OF WORK AND FEE SCHEDULE

TASK 5.9. ADDITIONAL OUTREACH	Cost
Conduct seven (7) additional outreach events, including but not limited to joint City Council/Planning Commission meeting, CORE group meeting, and briefings, including research and production of supporting graphics.	$19,300
TOTAL	**$19,300**

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Sheila Pautsch, Community Services Director

SUBJECT: **Approval of the Third Amendment to the Lease Agreement with All-Star Baseball School for the Batting Cage Facility to be Extended for a Three-Year Term, Plus Two Optional One Year Extensions**

Recommendation Action
It is recommended that the City Council approve the Third Amendment to the Lease Agreement with All-Star Baseball School for the Batting Cage Facility to be extended for a three-year term, plus two optional one-year extensions.

Commission Review and Recommendation
The matter was not reviewed by a commission.

Community Outreach
The public will have the opportunity to speak on this item at the May 16, 2018, City Council meeting.

Discussion/Analysis
As the Community Center is pending further study, the need to move the Public Works Yard from 825 Mission Street to this location is not urgent. The City can continue to generate revenue by extending the Agreement with All-Star Baseball School.

Staff recommends that the City extend the current Agreement for a three-year term (Additional two one-year term extensions; for a total of five years) with the following new provisions:

1. City to receive 15% of all gross receipts; and
2. Fees waived for use of City baseball fields for Baseball Camp, subject to prior reservation and City approval. The duration for Baseball Camp is limited to a total of four weeks in a calendar year, three weeks in summer and one week in winter, not to exceed 60 hours.

All other terms, conditions, and provisions of the Agreement, such as periodic review of financials, to the extent not modified with this Amendment, shall remain in full force and effect.

AGENDA ITEM 21

This Agreement will be effective July 1, 2018 through June 30, 2021.

Alternatives Considered

1. Council can opt to create parking spaces at this location in lieu of a batting cage facility. Since the Dog Park opened in 2016, parking in the general vicinity has become competitive and scarce. Patrons of the batting cages, skateboard park, and dog park are currently forced to share the same parking lot, which has limited spaces.
2. Allow the current Agreement to expire and designate City employees to operate the facilities. This will likely increase the operational cost for City including the hiring of staff (approximately $36,000 annually) as well as additional costs for maintenance and procurement of equipment.

The Batting Cage Facility is widely used by the community on a consistent basis. Closure of the facility will cause an adverse effect on both the community and the City. Patrons will be forced to utilize similar facilities in neighboring cities; which will result in a loss of revenue for the City.

Background

In March 2003, the City Council approved a ten year Agreement with Dylan Gaines, Owner/President of All-Start Baseball School, to operate the Batting Cage Facility.

In May 2010, the City Council approved a first amendment to the lease agreement for the Batting Cage Facility which included the addition of Tao Gaines and All Star Baseball School, to the agreement as well as changing the quarterly payment to a monthly payment. Also, the City Council directed that a provision be added to the lease that provides that all lessees are jointly and severely liable for all obligations in the lease." The provision was added to the amendment and signed on May 19, 2010. The agreement expired on June 16, 2013.

In June 2013, the City Council approved a second amendment to the lease agreement. The amendment extended the current agreement for a five-year term with the following provisions: 1) The City agreed that they would not terminate the agreement within the first two years without cause; 2) After the two years, either party may terminate the lease, without cause, with a six month notice of termination in writing; and 3) Monthly attendance for the batting cages, lessons and camps must be turned in with monthly gross receipts payment. This agreement was effective July 1, 2013 and will expire June 30, 2018.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The City will receive fifteen percent of the gross receipts of the Batting Cage Facility which will average to approximately $17,000 a year, an increase of approximately $5,000 from the current average. Proceeds will go into the General Fund. The increased revenue to the City will be

decreased by the value of the fees waived for field usage, estimated to be approximately $1,500, for 60 hours.

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. Proposed Third Amendment to the Lease Agreement
2. Second Amendment to the Lease Agreement
3. First Amendment to the Lease Agreement
4. Original Lease Agreement

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ATTACHMENT 1

Proposed Third Amendment to the Lease Agreement

THIRD AMENDMENT
TO LEASE AGREEMENT

THIS THIRD AMENDMENT to the Lease Agreement ("Third Amendment") is made as of this 16th day of May, 2018 by and between the CITY OF SOUTH PASADENA, ("City"), and DYLAN GAINES, an individual, TAO GAINES, an individual and ALL STAR BASEBALL SCHOOL, a corporation, (collectively "Lessee")

RECITALS

WHEREAS, on or about March 19, 2003, City and Lessee (collectively "Parties") entered into a Lease Agreement ("Agreement") for the installation, maintenance and operation of a state of the art batting cage facility on a site located at the Arroyo Youth Recreation Park; and

WHEREAS, on or about May 19, 2013, City and Lessee (collectively "Parties") entered into an Amendment to Lease Agreement ("Amendment") to provide for a different method for rent payment and to add an additional two responsible entities as Lessee; and

WHEREAS, on or about May 16, 2018, City and Lessee (collectively "Parties") entered into a Third Amendment to Lease Agreement ("Third Amendment") to provide for an increase in rent payment; and

WHEREAS, the Parties desire to amend the Agreement for the purpose of extending the Agreement for an additional three (3) years with two additional one (1) year term extensions and to provide for an increase in monthly gross receipts from 10% to 15%.

NOW THEREFORE, City and Lessee agree as follows:

a) **Lease of the Site.** Section [§200] of the Agreement is hereby amended with the addition of a new subsection C. [§ 203] as follows:

C. [§203] Extension Term

The Term of this Lease is hereby extended for an additional three (3) years commencing July 1, 2018 and expiring on June 30, 2021 ("Extension Term"). Conditioned upon Lessee's compliance with all Lease terms, Lessee may extend the term of the Lease by one year—until June 30, 2022—by providing a request to extend at least 60 days prior to termination of the Extension Term ("First Renewal Option"). Conditioned upon Lessee's compliance with all Lease terms, Lessee may extend the term of the Lease by one additional year—until June 30, 2023—by providing a request to extend at least 60 days prior to termination of First Renewal Option ("Second Renewal Option"). The Second Renewal Option

is the final option under this Lease. From July 1, 2018 to the end of the all Extension Terms and Renewal Options, either party may terminate this Lease, without cause, with a six (6) month notice of termination in writing. With the Extension Term or Renewal Option, there is no right granted to Lessee to receive notice and an opportunity to negotiate a further extension of the Lease prior to its expiration.

b) **Rent.** Section [§300] of the Agreement is hereby amended with the addition of a new subsection D. [§302] to read as follows:

D. [§302] Monthly Rent

With each monthly payment required by Section 301, as amended, Lessee shall pay to City, as rent, a sum equal to fifteen percent (15%) of all Gross Receipts received by Lessee for the month immediately preceding the day a rent payment is due, from operation of the Batting Cages.

c) **Rent.** Section [§300] of the Agreement is hereby amended with the addition of a new subsection E. [§305] to read as follows:

E. [§305] Use of Baseball Fields

Lessee may use the City baseball fields for Baseball Camps, subject to prior reservation and City approval. Field use fees will be waived for this purpose. Lessee must reserve the fields in advance through field reservation permits approval process which takes place in the spring and fall; such field reservation permits are subject to Community Services Director approval. The duration for Baseball Camp is limited to a total of four weeks in a calendar year, three weeks in summer and one week in winter, not to exceed 60 hours.

d) **Remaining Provisions of the Agreement.** All other terms, conditions, and provisions of the Agreement with the Amendment, to the extent not modified with this Third Amendment, shall remain in full force and effect.

(SIGNATURES TO FOLLOW ON THE NEXT PAGE)

IN WITNESS WHEREOF this Amendment is signed by the parties hereto on the date first above written.

Dated: _____ "CITY"

By: _____
Richard D. Schneider, M.D., Mayor

Dated: _____ "LESSEE"

By: _____
Dylan Gaines, Owner/President

By: _____
Tao Gaines, an individual

All-Star Baseball School

By: _____
Owners

ATTEST:

_____
Evelyn G. Zneimer, City Clerk

APPROVED AS TO FORM:

_____
Teresa L. Highsmith, City Attorney

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2018

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

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

PRODUCER NIELSEN MCANANY INSURANCE SERVICES, INC. 4165 E THOUSAND OAKS BLVD STE 325 WESTLAKE VILLAGE, CA 91362-3850 (805) 379-8805	CONTACT NAME: PHONE (A/C, No, Ext): (805) 379-8805 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	United States Fire Insurance	21113
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

All-Star Baseball School, Inc
1421 Birch Avenue
Glendale, CA 91201

COVERAGES CERTIFICATE NUMBER: USP267303 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		SRPGAPML-101-0717	04/12/2018 12:01 AM	04/12/2019 12:01 AM	GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							EACH OCCURRENCE	$1,000,000.00
							FIRE DAMAGE (Any one fire)	$300,000.00
							MED EXP (Any one person)	$5,000.00
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTO [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
							EACH OCCURRENCE	$
							GENERAL AGGREGATE	$
							EACH OCCURENCE	$
							GENERAL AGGREGATE	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Batting facility

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER

City of South Pasadena Sheila Pautsch
1414 Mission Street
South Pasadena, CA 91030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nielsen McAnany Insurance Services, Inc.

ACORD 25 (2010/05) v141120.001

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ATTACHMENT 2
Second Amendment to the Lease

SECOND AMENDMENT
TO LEASE AGREEMENT

THIS SECOND AMENDMENT to the Lease Agreement ("Second Amendment") is made as of this 5th day of ~~May~~ June, 2013 by and between the CITY OF SOUTH PASADENA, ("City"), and DYLAN GAINES, an individual, TAO GAINES, an individual and ALL STAR BASEBALL SCHOOL, a corporation, (collectively "Lessee")

RECITALS

WHEREAS, on or about March 19, 2003, City and Lessee (collectively "Parties") entered into a Lease Agreement ("Agreement") for the installation, maintenance and operation of a state of the art batting cage facility on a site located at the Arroyo Youth Recreation Park;

WHEREAS, on or about May 19, 2013, City and Lessee (collectively "Parties") entered into an Amendment to Lease Agreement ("Amendment") to provide for a different method for rent payment and to add an additional two responsible entities as Lessee; and

WHEREAS, the Parties desire to amend the Agreement for the purpose of extending the Agreement for an additional five (5) years and to provide for additional reporting requirements.

NOW THEREFORE, City and Lessee agree as follows:

a) **Lessee of the Site** Section [§200] of the Agreement is hereby amended with the addition of a new subsection C. [§ 203] as follows:

C. [§203] Extension Term

The Term of this Lease is hereby extended for an additional five (5) years commencing July 1, 2013 and expiring on June 30, 2018 ("Extension Term"). From July 1, 2015 to the end of the Extension Term, either party may terminate this Lease, without cause, with a six (6) month notice of termination in writing. With the Extension Term, there is no right granted to Lessee to receive notice and an opportunity to negotiate a further extension of the Lease prior to its expiration.

b) **Rent** Section [§300] of the Agreement is hereby amended with the addition of a new subsection B. [§302] to read as follows:

B. [§302] Monthly Report

With each monthly payment required by Section 301, as amended, Lessee shall provide City with complete and accurate accounting of the gross receipts for the preceding month and a report of the number of attendees, for said month, at the batting cages, batting and pitching lessons, camps and other activities conducted at the Site.

c) **Remaining Provisions of the Agreement.** All other terms, conditions, and provisions of the Agreement with the Amendment, to the extent not modified with this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF this Amendment is signed by the parties hereto on the date first above written.

Dated: June 5, 2013

"CITY"

By: _____
Richard D. Schneider, Mayor

Dated: 24 April 2013

"LESSEE"

By: _____
Dylan Gaines, an individual

By: _____
Tao Gaines, an individual

All-Star Baseball School

By: _____
Owners

ATTEST:

_____
Sally Kilby, City Clerk

APPROVED AS TO FORM:

_____
Richard L. Adams II., City Attorney

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ATTACHMENT 3
First Amendment to the Lease

AMENDMENT
TO LEASE AGREEMENT

THIS AMENDMENT to the Lease Agreement ("Amendment") is made as of this __day of May, 2010 by and between the CITY OF SOUTH PASADENA, ("City"), and DYLAN GAINES, an individual, TAO GAINES, an individual and ALL STAR BASEBALL SCHOOL, a corporation, (collectively "Lessee")

RECITALS

WHEREAS, on or about March 19, 2003, City and Lessee (collectively "Parties") entered into a Lease Agreement ("Agreement") for the installation, maintenance and operation of a state of the art batting cage facility on a site located at the Arroyo Youth Recreation Park; and

WHEREAS, the Parties desire to amend the Agreement to provide for a different method for rent payment and to add an additional two responsible entities as Lessee.

NOW THEREFORE, City and Lessee agree as follows:

a) Lessee Section [§107] of the Agreement is hereby amended as follows:

Lessee is DYLAN GAINES, an individual, TAO GAINES, an individual and ALL STAR BASEBALL SCHOOL, a corporation ("Lessee"). All three of the aforementioned individuals and corporation, whom are collectively designated the Lessee, are each jointly and severally liable for all of the obligations of the Agreement and the Amendment.

The principal office of Lessee is located at 10945 Bluffside Dr. #127, Studio City, CA 91694

Whenever the term "Lessee" is used herein, such term shall also include any permitted nominee or assignee as herein provided.

b) **Quarterly Payment** the first paragraph of [§301] of the Agreement is hereby amended in it entirety to read as follows:

Commencing with the 10th of May, 2010, and the tenth day of each month thereafter until termination of this Lease, Lessee shall pay to City, as rent, a sum equal to ten percent (10%) of all Gross Revenue (defined below) received by Lessee for the month preceding the month in which the rent is due, from operation of the batting cages.

c) **Remaining Provisions of the Agreement.** All other terms, conditions, and provisions of the Agreement, to the extent not modified with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF this Amendment is signed by the parties hereto on the date first above written.

Dated: 5/19/10

"CITY"

By: Richard D. Schneider, M
Richard D. Schneider, Mayor

Dated: 5/18/10

"LESSEE"

By: Dylan Gaines
Dylan Gaines, an individual

By: Tao Gaines
Tao Gaines, an individual

All-Star Baseball School

By: Dylan + Tao Gaines
Its Owners

ATTEST:

Sally Kilby
Sally Kilby, City Clerk

APPROVED AS TO FORM:

Richard L. Adams II., City Attorney

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ATTACHMENT 4
Original Lease Agreement

LEASE AGREEMENT

by and between

CITY OF SOUTH PASADENA

CITY,

and

DYLAN GAINES, an individual,

LESSEE.

LEASE

This Lease Agreement (this "Lease") is made by and between the CITY OF SOUTH PASDADENA, a municipal corporation ("City") and DYLAN GAINES, an individual ("Lessee").

I. [§ 100] SUBJECT OF LEASE

A. [§ 101] Purpose of the Lease

The purpose of this Lease is Lessee to install, maintain and operate a high quality, state of the art batting cage facility (the "Improvements" as defined herein), including pitching and batting coaching, open to the community and the public (the "Batting Cages") on part of City's Arroyo Youth Recreation Park (the "Site"). The lease of the Site and the construction, maintenance and operation of the Batting Cages pursuant to this Lease, and the fulfillment generally of this Lease, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

B. [§ 102] The Site

The Site is that certain real property illustrated and designated as such on the "Map of the Site" (which is attached hereto and incorporated herein as Exhibit A) and having the legal description set forth in the "Description of the Site" (which is attached hereto and incorporated herein as Exhibit B). For purposes of determining Lessee's obligations under this Lease, including tax obligations, the parties agree the Site is limited to the specific area described in Exhibit A.

C. [§ 103] The Improvements

The term "Improvements" as used in this Lease means any and all improvements to the Site (including, but not limited to, (i) seven (7) state of the art batting cages on a concrete slab, (ii) two (2) pitching cages/areas (at least one of which is on a concrete slab), (iii) an administration building on a concrete slab, (iv) a small outdoor party area on a concrete slab and (v) signage) only as approved by City and provided on the Site by Lessee pursuant to this Lease, including any and all amendments, modifications, additions, substitutions and replacements thereof.

D. [§ 104] Hazardous Substances

1. "Hazardous Substance," as used in this Lease means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or

listed pursuant to Section 25140, of the California Health and Safety Code; (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code; (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety.

2. The development, construction and uses of the Site permitted under this Lease do not require the presence of any Hazardous Substance on the Site, except for those customarily used in the ordinary course of business for such development, construction and use.

3. Lessee shall not bring or allow to be brought onto the Site or use or store on the Site any Hazardous Substances without the prior express written consent of City, except for those Hazardous Substances (including without limitation fuel stored in motor vehicles) customarily used in the ordinary course of business in the use and operation of the Site for the Batting Cages and the Improvements.

4. The following covenants pertain to Lessee's occupancy and use of the Site and Improvements except for those Hazardous Substances customarily used in the ordinary course of business or on, in or under the Site which were present prior to the date this Lease is signed by Lessee:

a. No underground storage tanks for Hazardous Substances shall be installed without the prior written approval of City's Chief Administrative Officer.

b. City, or its officers, employees, contractors or agents, shall at all times have the right to go upon and inspect the Site and Improvements and the operations conducted thereon to assure compliance with the requirements herein stated. City shall provide reasonable prior notice to Lessee of such entry, and shall seek to minimize interference with Lessee's use of the Site and Improvements as much as is reasonably feasible. Such entry shall be in compliance with all applicable safety rules and regulations.

This inspection may include taking samples for testing of substances and materials present and/or testing soils on the Site and Improvements. City shall indemnify, defend, and hold harmless Lessee from and against any claims, liabilities, losses, and damage caused by City during any such inspections, and shall be responsible for the prompt repair and/or restoration of any such damage caused by City during any such inspection.

c. Lessee shall be responsible for posting on the Site and Improvements any signs required by Section 25249.6 of the California Health and Safety Code and regulations promulgated pursuant thereto. Lessee shall also complete and file any business response plans or inventories required by Chapter 6.95 of the California Health and Safety Code and regulations promulgated pursuant thereto. Lessee shall concurrently file a copy of any such business response plan or inventory with City.

d. Lessee shall immediately notify City in writing of the release of any Hazardous Substance on the Site and Improvements in violation of applicable law.

e. Lessee shall, to the extent required by applicable law, immediately remove any Hazardous Substances located on the Site and Improvements and shall dispose of such Hazardous Substances in a safe and legal manner. Lessee shall immediately disclose to City its disposal of any Hazardous Substance located on the Site and Improvements and upon City's written request shall provide written documentation of its safe and legal disposal.

5. Lessee shall be responsible for and bear the entire cost of removal and disposal of Hazardous Substances, except for any portion thereof that may be the responsibility of City or on, in or under the Site which were present prior to the date this Lease is signed by Lessee. City may also pass through to Lessee any and all clean-up costs incurred by City as a result of Lessee's activities on the Site and Improvements or the presence of any Hazardous Substance(s) on, in or under the Site and Improvements, unless that presence occurred prior to the date this Lease is signed by Lessee. Upon termination of this Lease, Lessee is required, in accordance with all applicable laws, to remove from the Site and Improvements any equipment or improvement to the property contaminated by Hazardous Substances.

6. By this Lease, Lessee provides to City, effective upon the date of this Lease, an indemnification of City and its respective members, officers, employees, agents, contractors and consultants relating to the environmental condition of the Site and the presence of Hazardous Substances thereon or on, in or under the Site which were present prior to the date this Lease is signed by Lessee. Therefore, Lessee hereby agrees to indemnify, defend and hold harmless City and its respective members, officers, agents, employees, contractors and consultants, from any

claims, actions, suits, legal and administrative proceedings, liability, injury, deficiency, damages, fines, penalties, punitive damages, costs and expenses (including, without limitation, the cost of any cleanup, remediation, removal, mitigation, monitoring or testing of Hazardous Substances, except for Hazardous Substances on, in or under the Site which were present prior to the date this Lease is signed by Lessee, and reasonable attorneys' fees) resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Substances on, under, in or about, or the transportation of any Hazardous Substances to or from, the Site, except for Hazardous Substances on, in or under the Site which were present prior to the date this Lease is signed by Lessee; or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation or Hazardous Substances on, under, in or about, to or from, the Site, except for Hazardous Substances on, in or under the Site which were present prior to the date this Lease is signed by Lessee.

7. From the date of this Lease, Lessee hereby waives, releases and discharges City and its respective members, officers, employees, agents, contractors and consultants, from any and all present and future claims, demands, suits, legal and administrative proceedings, and from all liability for damages, losses, costs, liabilities, fees and expenses (including, without limitation, attorney's fees) arising out of or in any way connected with City's or Lessee's use, maintenance, ownership or operation of the Site, any Hazardous Substances on the Site, or the existence of Hazardous Substances contamination in any state on the Site, however the Hazardous Substances came to be placed there, except that arising out of the intentional misconduct of City or any of its employees, officers or agents. Lessee acknowledges it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

As such relates to this Section 104, Lessee hereby waives and relinquishes all rights and benefits which they may have under Section 1542 of the California Civil Code. By agreeing to the release of this paragraph, Lessee is not thereby assuming any liability whatsoever to any person or entity for any claims, demands, suits, legal and administrative proceedings and for any liability for damages, losses, costs, liabilities, fees and expenses, including attorney's fees and costs of remediation of Hazardous Substance(s), where such Hazardous Substance(s) were present on the Site prior to the date on which Lessee signs this Lease.

8. Lessee shall not be legally responsible under this Lease, and shall not be obligated in indemnity or apportionment under this Lease, for any claims, demands, suits, legal and administrative proceedings and for any liability for damages, losses, costs, liabilities, fees and expenses, including attorney's fees and costs of remediation of Hazardous Substance(s), where such Hazardous Substance(s) did not originate on the Site but migrated onto, into or under the

Site through run-off, osmosis or any other process by which such Hazardous Substance(s) originated elsewhere and not by any action or action of Lessee or Lessee's employees or agents.

E. [§ 105] Parties to the Lease

1. [§ 106] City

City is the City of South Pasadena, a municipal corporation existing under the California constitution and state law.

The principal office of City is located at 1414 Mission Street, South Pasadena, California 91030.

"City" as used in this Lease, includes the City of South Pasadena and any assignee of or successor to its rights, powers and responsibilities.

2. [§ 107] Lessee

Lessee is DYLAN GAINES, an individual.

The principal office of Lessee is located at 1220 N. Hollywood Way, Burbank, California, 91505.

Wherever the term "Lessee" is used herein, such term shall also include any permitted nominee or assignee as herein provided.

II. [§ 200] LEASE OF THE SITE

A. [§ 201] Lease

For and in consideration of the conditions, covenants and agreements set forth herein, City hereby leases and demises the Site to Lessee and Lessee does hereby take and lease the Site from City.

B. [§ 202] Term of the Lease

1. Unless extended or sooner terminated as provided herein, the term of this Lease (the "Term") shall begin on the Effective Date (as defined below) and expire on the earlier to occur of (i) the Batting Cages are not completed and open for public use by June 16, 2003, (ii) the tenth (10^{th}) annual anniversary of the Effective Date, or (iii) the date City and Lessee reasonably determine batting cages are no longer financially feasible for operation at the Site. If

City determines it is in the public interest to continue to have batting cage facilities operated on the Site and this Lease will terminate pursuant to subparagraph (ii) above, then one-hundred twenty (120) days prior to executing a new lease of the Site with another party for such purpose, City shall first provide written notice of such determination to Lessee and an opportunity for Lessee to negotiate with City, in good faith for sixty (60) days, to reach agreement on a new five-year (5-year) lease with City for the Site for such purpose on then fair market terms acceptable to the parties. If, for any reason, the Batting Cages and Improvements are not completed and open for public use by June 16, 2003, then either party may, at their sole discretion, cancel this Lease, and the parties, thereafter, would have no further rights and obligations under this Lease, except as provided in Section 401.

2. At the expiration or earlier termination of this Lease, Lessee shall execute, acknowledge and deliver to City, within thirty (30) days after written demand by City, a valid and recordable quitclaim deed covering the Site and the Improvements, free and clear of all liens and encumbrances.

III. [§ 300] RENT

A. [§ 301] Quarterly Payment

Commencing with the fifteenth day of the fourth full calendar quarter after the Commencement Date (as defined below) and on the fifteenth day of each calendar quarter, thereafter, until termination of this Lease, Lessee shall pay to City, as rent, a sum equal to ten percent (10%) of all Gross Revenue (defined below) received by Lessee for the full calendar quarter immediately preceding the day a rent payment is due, from operation of the Batting Cages. Lessee's rental payments shall be in addition to payments made for construction costs paid by Lessee pursuant to Section 402. Commencement Date shall mean the earlier of (i) June 16, 2003, or (ii) the day the Batting Cages are ready for public use, as reasonably determined by City's Community Services Director and communicated to Lessee, in writing, by the Community Services Director.

For purposes of this Lease, Gross Revenue shall mean one hundred percent (100%) of the revenue from the operation of the subject facility, including, but not limited to, the Batting Cages for reservation sales, coaching services, lessons, merchandise sales, private parties, special events, vending, pitching machines, refreshment sales and other revenues generated by the operation of the subject facility, including, but not limited to, business interruption insurance payments, if any. Gross Revenue shall also include (i) all payments to Lessee, if any, made by any other occupant on the Site and (ii) all revenue received, if any, by any other occupant present on the Site with Lessee's approval, if such occupant is under the control or ownership of (x) Lessee, (y) any person related to or under the control of Lessee or (z) any entity under the control or ownership of Lessee.

B. [§ 302] Non-Subordination of Rent or Other Sums

Lessee hereby covenants and agrees there shall be no subordination or encumbrance of any kind under this Lease or otherwise of (i) City's fee title ownership of the Site; (ii) City's interest in this Lease; and (iii) City's right to receive rent under this Lease.

C. [§ 303] Delinquency In Rental Payment; Collection of Rents

The failure of Lessee to pay rent by the due date shall constitute a default. In the event Lessee fails to pay the applicable rent on or before the due date, in addition to any other remedy provided by this Lease, Lessee shall pay City the delinquent rent and interest on the total delinquent rent at the rate of three percent (3%) over the prime rate of the largest bank operating in the State of California on the due date, from the date of each delinquency. The interest shall accrue from the due date of the rent to the date the rent is received by City. It is the intent of this provision City shall be compensated by such additional sums for loss resulting from rental delinquency including costs to City for servicing the delinquent account. City, at its option, may waive any such delinquency compensation required herein, upon written application of Lessee.

D. [§ 304] Right to Inspection and Audit of Records

Lessee shall keep full and accurate books and accounts, records, cash receipts, and other pertinent data showing its financial operations. Such books of account, records, cash receipts, and other pertinent data shall be kept for a period of five (5) years after the end of the Lease Year to which such items pertain. City shall be entitled, with reasonable notice, to inspect, examine and to copy at City's expense Lessee's books of account, records, cash receipts, and other pertinent data as necessary or appropriate for the purpose of this Lease. Lessee shall cooperate fully with City in making the inspection. Books and records shall remain confidential and not public, except as necessary to protect City's interests under this Lease, and shall be kept locally by Lessee.

IV. [§ 400] DEVELOPMENT OF THE SITE

A. [§ 401] Scope and Schedule of Development

In coordination with City and only after City's City Manager provides Lessee with a written notice to proceed, Lessee shall construct the Improvements upon the Site in accordance with the (i) site plan reasonably approved by City and (ii) building plans, drawings and specifications reasonably approved by City. The Improvements shall be completed and open for public use on or before June 16, 2003. The notice to proceed shall not be issued until Lessee has deposited with City Ten Thousand Dollars ($10,000.00) as a good faith deposit (the "Deposit"). The Deposit shall be held by City in an interest bearing account and used solely for the purpose provided in this Section. If Lessee defaults under this Lease, terminates this Lease or otherwise fails to make payments due on the financing Lessee uses to construct, install or acquire the Improvements, then City shall have the right to use the Deposit and interest accrued thereon to make payments on that financing. City agrees to return to Lessee all unexpended portions of the

Deposit, and any interest accrued thereon, when that financing is fully repaid or the obligations to make such payments are assumed by another.

B. [§ 402] Cost of Construction

Except as otherwise expressly set forth in this section, the cost of developing the Site and the Improvements thereon, in accordance with this Lease shall be borne solely by Lessee. City and Lessee shall each pay one-half of the costs for providing one portable restroom facility at or near the Site. Lessee shall pay the total costs for providing one additional portable restroom facility at or near the Site, as directed by City, if, in its sole discretion, City determines the use of the Site requires the additional facility. In addition, if, upon a request from Lessee, City, in its sole discretion, permits Lessee to add lighting for nighttime use of the Site, then Lessee shall pay the total cost of design, purchase, installation, operation and maintenance of that lighting, as well as the total cost of design, purchase, installation, operation and maintenance of lighting for the entry sign.

C. [§ 403] No Construction Before Notice

No work of any kind shall be commenced on the Site and no building or other materials shall be delivered to the Site for construction of any improvements, nor shall any other building or land development work be commenced on or building materials be delivered to the Site at any time during the term of the Lease, until at least ten (10) days following notice by Lessee to City of the intended commencement of such work or the delivery of such materials.

D. [§ 404] Notice of Non-Responsibility

City shall, at any and all times during the term of this Lease, have the right to post and maintain on the Site and to record as required by law any notice or notices of non-responsibility provided for by the mechanics' lien laws of the State of California. The work for which said ten (10) days written notice is required shall include, in addition to actual construction work, any site preparation work, installation of utilities, street construction or improvement, or any grading or filling of the Site.

E. [§ 405] Mechanic, Materialman, Contractor or Subcontractor's Liens

Subject to Lessee's right to contest as hereinafter provided, at all times during the term of the Lease, Lessee shall keep the Site, including all buildings and improvements now or hereafter located on the Site, free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Site. Lessee shall promptly (i) pay and discharge, or cause the Site to be released from, any such lien or claim of lien, or (ii) contest such lien and furnish City such bond as may be required by law to free the Site from the effect of such lien and to secure City against payment of such lien and against any and all loss or damage whatsoever in any way arising from Lessee's failure to pay or discharge such lien. In the event Lessee provides a bond in lieu of paying or discharging a lien as set forth herein, and City is

unable despite reasonably diligent effort to obtain an endorsement to any existing title policy in favor of City insuring City's interest in the Site free and clear of any such liens that have not been paid or discharged, Lessee shall, at Lessee's sole cost and expense, within thirty (30) days of City's written request therefor, provide City with such endorsement.

If Lessee fails to pay and discharge, or cause the Site to be released from, any such lien or claim of lien or to provide a bond as permitted hereunder within thirty (30) days after service on Lessee by City of a written request to do so, then City may pay, adjust, compromise and discharge any such lien or claim of lien on such terms and in such manner as City may reasonably deem appropriate. In such event, Lessee shall, on or before the first day of the next calendar month following any such payment by City, reimburse City for the full amount so paid by City, including any actual and reasonable attorneys' fees or other costs expended by City, together with interest thereon at the annual rate of interest equal to three percent (3%) over the prime rate of the largest bank operating in the State of California as of the close of business on the date of payment by City, or the highest lawful rate, whichever is less, from the date of payment by City to the date of Lessee's reimbursement of City.

On substantial completion of any work of improvement during the term of the Lease, Lessee shall record or cause to be recorded in the Official Records of Los Angeles County a notice of completion. Lessee hereby appoints City as Lessee's attorney-in-fact to record the notice of completion, which appointment shall only become effective on ten (10) days' notice upon Lessee's failure to record such a notice of completion after the work of improvement has been substantially completed; provided, that City shall not be obligated to record such a notice of completion and the failure of City to record said notice shall not excuse the failure of Lessee to discharge its obligation to record said notice of completion.

F. [§ 406]. Rights of Access

Representatives of City shall have the reasonable right of access to the Site without charges or fees, at normal construction hours during the period of construction for the purposes of this Lease, including, but not limited to, the inspection of the work being performed in constructing the Improvements. Such representatives of City shall be the City Manage, Public Works Director, Community Services Director and those who are so identified in writing by the City Manager of City. City shall provide reasonable prior notice to Lessee of such entry, and shall seek to minimize interference with Lessee's use of the Site and Improvements as much as is reasonably feasible. Such entry shall be in compliance with all applicable safety rules and regulations. City shall indemnify, defend, and hold harmless Lessee from and against any claim, liability, losses and damages caused by City during any such inspections, and shall be responsible for the prompt repair and/or restoration of any such damage caused by City during any such inspection.

G. [§ 407] Local, State and Federal Laws

Lessee shall carry out the construction of the improvements on the Site in conformity with all applicable laws, including all applicable federal and state labor standards and requirements.

H. [§ 408] Nondiscrimination During Construction

Lessee for itself and its successors and assigns agrees that in the construction of the improvements on the Site provided for in this Lease, Lessee will not discriminate against any employee or applicant for employment because of sex, marital status, race, color, creed, disability, age, religion, national origin, or ancestry.

V. [§ 500] USE OF THE SITE AND IMPROVEMENTS

A. [§ 501] Use of the Site and Improvements

Lessee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Site and Improvements or any portion thereof, that during construction and thereafter through the remainder of the term of this Lease, Lessee, such successors and such assignees shall:

1. Develop, use, and maintain the Site solely for the Batting Cages in accordance with this Lease and all plans approved by City pursuant thereto and operate the Batting Cages to meet commercially reasonable safety standards. Subject to Section 301 and subsection 2 of Section 802, if, at Lessee's sole discretion, Lessee elects to set up a concession on the Site to service the adjacent skateboard park, or if Lessee, in his sole discretion, elects to enter into a sublease with a third party for a concession on the Site to service the adjacent skateboard park, Lessee and City acknowledge and agree such sublease and use is permissible under the terms of this Lease.

2. Permit City, annually, to conduct two (2) one-day events on the Site, at no charge. In the event of damage to the Site which is a direct result from either or both of these two one-day events, City shall assume the full cost of repairs or replacement for any such damages. City shall also carry its own insurance for such events, and shall indemnify and hold harmless Lessee for any injuries or damages, to person or to physical property, which occur on the Site as a direct result of activities occurring on the Site, during either or both of the two one-day events at the Site.

3. Subject to Sections 706-710, and 1314 of this Lease, operate, in substantially complete fashion, or cause the Improvements to be constructed on the Site to be operated, in substantially complete fashion, and continuously open for business to the general pubic in accordance with the standards set forth in this Lease; provided, however, that the requirements of

this subparagraph for continuous operation shall not apply temporarily for the period required for *bona fide* major remodeling.

4. a. Maintain, repair and operate the Site and all Improvements constructed or to be constructed thereon (including landscaping, lighting and signage), or cause the Site and all such Improvements to be maintained, in a first quality condition, free of debris, waste and graffiti, and in compliance with the terms of City's Municipal Code, and the following:

(1) All Improvements on the Site shall be maintained in good condition in accordance with the custom and practice generally applicable to the high quality batting cage operations, and in conformance and compliance with all plans, drawings and related documents approved by City pursuant to this Lease, all reasonable conditions of approval of land use entitlements adopted by City, including painting and cleaning of all exterior surfaces of all private improvements.

(2) Landscape maintenance shall include, without limitation, watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning, trimming and shaping of trees and shrubs to maintain a natural and healthy appearance, road visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

(3) Clean-up maintenance shall include, without limitation, maintenance of all sidewalks, paths and other paved areas in a clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping; clearance and cleaning of all areas maintained prior to the end of each day on which maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

(4) Lessee's maintenance and operation obligations for the Improvements shall include providing or paying for (a) all necessary utilities such as heat, light, water, gas, air conditioning, sewer service, telephone and other communications services; (b) all security, custodial and janitorial services; and (c) all landscaping materials, supplies and maintenance services.

(5) Lessee shall maintain and preserve the Improvements in excellent condition and working order, accomplishing the necessary preventative maintenance and repair or replacement of any items which are not in excellent working order and condition

(6) Lessee shall make necessary and appropriate capital improvements to preserve the Batting Cages and their ability to be utilized by the public and Lessee, including, but not limited to, from time to time making capital improvements and replacements which, to the extent reasonable and practicable in light of the remaining useful life of the Batting Cages, the cost to Lessee of any proposed replacements or

upgrades of such Batting Cages and the remaining Term of this Lease, take into account state of the art, technological and other changes in the maintenance and operation of high quality batting cages operations.

(7) Lessee shall assume responsibility, subject to the provisions of this Lease, for the operation and maintenance (including repair, restoration and reconstruction) of all of the improvements constructed on the Site and the costs thereof, and the City shall have no liability for costs of such operation and maintenance by Lessee or for any claims arising from the operation and maintenance (including repair, restoration and reconstruction) of such improvements. The parties agree and acknowledge Lessee shall not be responsible for repairs, maintenance or cleaning of any areas adjacent to the Site, particularly the adjacent skateboard park. Without limiting the generality of the foregoing, Lessee, in the maintenance of the improvements, shall observe the following standards:

(a) Maintain the surface of all pedestrian areas level, smooth and evenly covered with the type of surfacing materials originally installed thereon or such substitute thereof as shall be in all respects equal thereto or better in quality, appearance and durability.

(b) Remove all graffiti, papers, debris, filth and refuse, and sweep, wash down and/or clean all hard surfaces, including brick, metal, concrete, glass, wood and other permanent poles, walls or structural members as required.

(c) Maintain such appropriate entrance, exit and directional signs, markers and lights as shall be reasonably required and in accordance with the practices prevailing in the operation of similar developments.

(d) Clean lighting fixtures and relamp and/or reballast as needed.

(e) Repaint striping, markers, directional signs, etc., as necessary to maintain in first-class condition.

(f) Maintain landscaping as necessary to keep it in a first-class, thriving condition.

(g) Maintain signs, including relamping and/or reballasting and/or repairing as required.

(h) Provide security personnel and security measures to the extent reasonably necessary. Lessee shall seek the advice of the police department in planning appropriate security measures.

(i) Maintain and keep in good condition and repair all benches, shelters, planters, coverings, banners, kiosks and other furniture, trash containers, sculptures, play areas, platforms and stages.

b. If City gives written notice to Lessee the maintenance or condition of the Site or any portion thereof or any improvements thereon does not comply with this Lease and such notice describes the deficiencies, Lessee shall correct, remedy or cure the deficiency within thirty (30) days following the submission of such notice, unless the notice reasonably states the deficiency is an urgent matter relating to public health and safety in which case Lessee shall cure the deficiency with all due diligence and shall complete the cure at the earliest possible time but in no even more than forty-eight (48) hours following the submission of the notice. In the event Lessee fails to maintain the Site or any portion thereof or any improvements thereon in accordance with this Lease and fails to cure any deficiencies within the applicable period described above, City shall have, in addition to any other rights and remedies hereunder, the right to maintain the Site and the improvements thereon, or portion thereof, or to contract for the correction of any deficiencies, and Lessee shall be responsible for payment of all such costs actually and reasonably incurred by City.

5. a. Pay when due all real estate taxes and assessments assessed and levied on the Site or any portion thereof or any improvements thereon or any interest therein; provided, that the following requirements shall apply to any appeal, objection or contest to any tax or assessment permitted to be made by Lessee under this Lease: the contest, opposition, or objection must be filed before the tax, assessment, or other charge at which it is directed becomes delinquent and written notice of the contest, opposition, or objection must be given to City before the date the tax or assessment, or other charge becomes delinquent. No such contest, opposition, or objection shall be continued or maintained after the date the tax, assessment, or other charge at which it is directed becomes delinquent unless Lessee has met one of the following conditions:

(i) Paid such tax, assessment, or other charge under protest prior to its becoming delinquent; or

(ii) Obtained and maintained a stay of all proceedings for enforcement and collection of the tax, assessment, or other charge by posting such bond or other matter required by law for such a stay; or

(iii) Delivered to City a good and sufficient undertaking in a form reasonably acceptable to City's City Manager, in an amount equal to one hundred twenty-five percent (125%) of the amount in controversy (inclusive of fines, interests, penalties, costs, and other expenses that may have accrued or been imposed thereon) and issued by a surety company authorized to issue undertakings in California, conditioned on the payment by Lessee of the tax, assessment, or charge together with any fines, interest, penalties, costs, and expenses that may have accrued or been imposed thereon within thirty (30) days after final determination of Lessee's

contest, opposition, or objection to such tax, assessment, or other charge.

City shall not be required to join in any proceedings or contest brought by Lessee unless the provisions of any law requires the proceeding or contest be brought by or in the name of City or any owner of the Site. In that case, City shall join in the proceeding or contest or permit it to be brought in City's name but such action shall be without cost or other liability to City and Lessee agrees to pay to City all costs incurred by City in connection therewith.

B. [§ 502] Catering

At any time during the Term, Lessee may enter into agreements or amendments thereof, from time to time, with caterers or restaurant operators for purposes of providing food and beverage services in appropriate areas of the Site; provided, that Lessee has received in each such case the express written permission of City's City Manager, which consent shall not be unreasonably withheld or delayed. Any such agreements and amendments shall not be deemed to be Lease Transfers.

C. [§ 503] Management of the Site and Improvements

At all times during the Term, the Site and Improvements shall be managed or caused to be managed by Lessee in a prudent and business-like manner as necessary to maintain the Site and Improvements in a first-class condition.

On or before March 31st of each year of this Lease, Lessee shall submit to City a financial report by an independent certified public accountant agreed to by both parties for the previous fiscal year of Lessee. The financial report shall include an operating statement that segregates the operation of the Site from other Lessee operations and a report of net worth, and shall be in a form satisfactory to City and be subject to review and audit by an auditor designated by City. The audit by the City's auditor shall be at City's sole expense, if the audit report findings increase Gross Revenues by less than two percent (2%) of those reported in the financial report and at Lessee's sole expense if the audit report findings increase Gross Revenues by two percent (2%) or more of those reported in the financial report. The final financial report shall be submitted within ninety (90) days after the expiration date of this Lease, and shall cover the period between the last report and the expiration date.

During the term of this Lease, Lessee shall provide, or cause to be provided, personnel and services necessary to enable operation of the Batting Cages. All services shall be provided in consideration for the granting of this Lease and no amount shall be payable by City for such services. Without limiting the foregoing, Lessee agrees to provide the following services:

(1) management and first aid;

(2) supervision of security which shall include crowd control programs; and

(3) overseeing cleaning and janitorial services.

D. [§ 505] Obligation to Refrain from Discrimination

There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin, disability, age or ancestry in the use, occupancy, tenure or enjoyment of the Site and Improvements, and Lessee itself or any person claiming under or through it shall not establish or permit any such practice or practices of discrimination, or segregation with reference to the selection, location, number, use or occupancy of the Site and Improvements.

E. [§ 506] Quiet Enjoyment

The parties hereto mutually covenant and agree Lessee, by keeping and performing the covenants herein contained, shall at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the Site and Improvements.

VI. [§ 600] TAXES, ASSESSMENTS AND OTHER CHARGES

A. [§ 601] Payment Generally

Lessee agrees to pay or cause to be paid, as and when they become due and payable, and before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof, all taxes, assessments, franchises, excises, license and permit fees, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on: (1) the Site and Improvements or any part thereof or any appurtenance thereto; (2) the rent and income received by Lessee from subtenants, guests or others for the use or occupation of the Site and the Improvements thereon; or (3) this transaction or any document to which Lessee is a party, creating or transferring an interest or estate in the Site and Improvements. All such taxes, franchises, excises, license and permit fees, and other governmental levies and charges shall hereinafter be referred to as "Impositions", and any of the same shall hereinafter be referred to as an "Imposition". Any Imposition relating to a fiscal period of the taxing authority, a part of which period is included within the term of this Lease and a part of which is included in a period of time after the expiration of the term of this Lease, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon, become a lien upon the Site and Improvements, or shall become payable, during the term of this Lease) be adjusted between City and Lessee as of the expiration of the term of this Lease, so that Lessee shall pay that portion of such Imposition which that part of such fiscal period included in the period of time before the expiration of the term of this Lease bears to such fiscal period, and City shall pay the remainder thereof; Lessee shall not be entitled to receive any apportionment, if Lessee shall be in default in the performance of any of Lessee's covenants and agreements as provided in this Lease.

The failure of Lessee to pay an Imposition that cannot under any circumstances give rise to a lien against the Site and Improvements shall not be a breach of the first paragraph of this Section 601. Lessee hereby agrees to defend, indemnify and hold harmless City and its respective officers, employees and consultants from and against all claims, liability, loss, damage, costs, or expenses (including reasonable attorney's fees and court costs) arising from or as a result of Lessee's failure to pay any Imposition to the extent that such Imposition relates to a fiscal period included within the term of this Lease.

B. [§ 602] Payment of Impositions in Installments

If, by law, any Imposition may at the option of the payer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Lessee may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments as may become due during the term of this Lease as the same respectively become due and before any fine, penalty, further interest or cost may be added thereto; provided, however, that the amount of all installments of any such Imposition which will be the responsibility of Lessee pursuant to Section 601 herein above, and which are to become due and payable after the expiration of the term of this Lease, shall be deposited with City for such payment on the date which shall be one (1) year immediately prior to the date of such expiration.

C. [§ 603] City Right to Cure

If Lessee, in violation of the provisions of this Lease, shall fail to pay and to discharge any Imposition, City may (but shall not be obligated to) pay or discharge it, and the amount paid by City and the amount of all costs, expenses, interest and penalties connected therewith, including attorney fees, together with interest at the rate of three percent (3%) over the prime rate of the largest bank operating in the State of California on the date payment is made by City, shall be deemed to be and shall be payable by Lessee as additional rent and shall be reimbursed to City by Lessee on demand, provided that Lessee shall have failed to pay such Imposition within ten (10) business days after written notice from City to Lessee and such holder of City's intention to pay.

D. [§ 604] Tax Receipts

Lessee shall furnish to City, within forty-five (45) days after the date when any real property taxes, assessments or any other Imposition which could have any effect on City's title would become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to City evidencing payment thereof.

E. [§ 605] Limits of Tax Liability

The provisions of this Lease shall not be deemed to require Lessee to pay municipal, county, state or federal income or gross receipts or excess profits taxes assessed against City, or municipal, county, state or federal capital levy, estate, succession, inheritance, gift, or transfer taxes of City, or corporation franchise taxes imposed upon any corporate owner of the fee of the Site; provided, however, that Lessee shall pay all taxes assessed by any governmental authority by virtue of any operation by Lessee conducted on or out of the Site and Improvements. It is agreed, in the event the State of California or any taxing authority, thereunder, changes or modifies the system of taxing real estate so as to tax the rental income from real estate in lieu of or in substitution (in whole or in part) for the real estate taxes and so as to impose a liability upon City for the amount of such tax, then Lessee shall be liable under this Lease for the payment of the taxes so imposed during the term of this Lease, or any renewal thereof, to the same extent as though the alternative tax was a tax upon the value of the Site and Improvements. In order to determine the amount of such alternative tax for which Lessee shall be liable, the Site and Improvements shall be considered as if it were an asset belonging only to City, and the rent paid hereunder shall be considered as if it belonged to City.

F. [§ 606] Contests

1. Lessee shall refrain from appealing, challenging or contesting in any manner the validity or amount of any tax assessment, encumbrance or lien on the Site, unless Lessee either pre-pays the assessment or encumbrance as a condition of challenging it, or posts a bond for one hundred twenty-five percent (125%) of the total assessment or encumbrance as a security in the event of an unsuccessful challenge. Lessee may also maintain a challenge to an Imposition if the proceedings to enforce the Imposition are stayed, pending the outcome of the challenge. This prohibition shall not apply to an appeal, challenge or contesting of the erroneous initial assessment for property tax purposes of the Site in the fiscal year of the completion of the improvements to be constructed pursuant to this Lease, and further provided that in the absence of transfer of ownership or new construction Lessee shall not be prohibited from appealing, challenging or contesting any increases in assessment of the Site for property tax purposes over and above the current 2% per annum permitted amount.

2. Lessee agrees any such permitted proceedings shall be begun without undue delay after any contested item is imposed and shall be prosecuted to final adjudication with reasonable dispatch. Lessee shall give City prompt notice in writing of any such contest at least ten (10) days before any delinquency occurs. In the event of any such contest and the final determination thereof adversely to Lessee, Lessee shall, before any fine, interest, penalty or cost may be added thereto for nonpayment thereof, pay fully and discharge the amounts involved in or affected by such contest, together with any penalties, fines, interest, costs and expenses that may have accrued thereon or that may result from any such contest by Lessee and, after such payment and discharge by Lessee, City will promptly return to Lessee such security as City shall have received in connection with such contest.

3. City shall cooperate reasonably in any such contest permitted by this Section 606, and shall execute any documents or pleadings reasonably required for such purpose. Any such proceedings to contest the validity or amount of Imposition or to recover back any Imposition paid by Lessee shall be prosecuted by Lessee at Lessee's sole cost and expense; and Lessee shall indemnify and save harmless City against any and all loss, cost or expense of any kind, including, but not limited to, reasonable attorneys' fees and expenses, which may be imposed upon or incurred by City in connection therewith.

G. [§ 607] Notice of Possessory Interest; Payment of Taxes and Assessments on Value of Entire Property

In accordance with California Revenue and Taxation Code Section 107.6(a), City states by entering into this Lease, a possessory interest subject to property taxes shall be created. Lessee or other party in whom the possessory interest is vested shall be subject to the payment of property taxes levied on such interest.

Lessee acknowledges and agrees the Site and/or the Improvements thereon, and any possessory interest therein, shall at all times after the Commencement Date, be subject to ad valorem taxes levied, assessed or imposed on such property.

H. [§ 608] Other Liens

Lessee shall not, directly or indirectly, create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, encumbrance or charge on or pledge of the Site or the Improvements, or fixtures and furnishings, or any part thereof, or Lessee's interest therein, or the rent, additional rent or other sums payable by Lessee under this Lease. Lessee shall notify City promptly of any lien or encumbrance which has been created on or attached to the Site and Improvements, or to Lessee's leasehold estate therein, whether by act of Lessee or otherwise. The existence of any mechanic's, laborer's, materialmen's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this Section if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen, or if such lien has been discharged by the posting of bonds or other lien-release security as is provided for such discharge by law.

VII. [§ 700] OWNERSHIP OF AND RESPONSIBILITY FOR IMPROVEMENTS

A. [§ 701] Ownership During Term and at Termination

All Improvements on the Site, whether or not constructed or installed by Lessee as permitted or required by this Lease shall, during the term of this Lease, become part of the Site and Lessee's leasehold interests under this Lease shall apply to those Improvements. All Improvements located on the Site, whether existing thereon on the Commencement Date, or constructed or installed thereon by Lessee as permitted or required by this Lease shall, at the

expiration or sooner termination of the term of this Lease, be and remain the property of City. Subject to Lessee's rights and obligations set forth in this Lease relating to alterations and additions, Lessee shall have no right at any time to waste, destroy, demolish or remove any of the Improvements. Lessee's rights and powers with respect to the Improvements are subject to the terms and limitations of this Lease. City and Lessee covenant for themselves and all persons claiming under or through them that the Improvements are real property.

B. [§ 702] Reserved

C. [§ 703] Maintenance and Repair of Improvements

Lessee agrees to assume full responsibility for the operation and maintenance of the Site and the Improvements and all fixtures and furnishings, thereon or therein, throughout the term hereof without expense to City unless otherwise specified herein, and to perform all repairs and replacements necessary to maintain and preserve the Site and the Improvements and fixtures and furnishings and walkways and landscaping in a decent, safe and sanitary condition in a manner reasonably satisfactory to City and in compliance with all applicable laws. Lessee agrees City shall not be required to perform any maintenance, repairs, or services or to assume any expense not specifically assumed herein in connection with the Site and the Improvements, fixtures and furnishings, and sidewalks and landscaping.

The condition of the Improvements required to be maintained hereunder upon completion of the work of maintenance or repair shall be equal in value, quality and use to the condition of such Improvements before the event giving rise to the work.

D. [§ 704] Waste

Lessee shall not commit or suffer to be committed any waste or impairment of the Site or the Improvements, or any part thereof.

Lessee agrees to keep the Site and the Improvements clean and clear of refuse and obstructions, and to lawfully dispose of all garbage, trash and rubbish.

E. [§ 705] Alteration of Improvements

Lessee shall not make or permit to be made any alteration of, addition to or change in the Improvements, other than (a) routine maintenance, repairs, interior decoration and minor interior alterations or (b) alterations, additions or changes not open to public view which cost in the aggregate less than an amount equal to Ten Thousand Dollars ($10,000.00) escalated from the date of this Lease in accordance with the CPI, nor demolish all or any part of the Improvements, without the prior written consent of City's City Manager. In requesting such consent, Lessee shall submit to City detailed plans and specifications of the proposed work and an explanation of the need and reasons thereof. City may not unreasonably withhold consent for any proposed alterations of the Improvements on the Site.

Notwithstanding the prohibition in this Section 705, Lessee may make such changes, repairs, alterations, improvements, renewals or replacements to the Improvements as are required by reason of any law, ordinance, regulation or order of a competent government authority.

F. [§ 706] Damage to or Destruction of Batting Cages and Improvements

1. [§ 707] Lessee to Give Notice

In case of any damage to or destruction of the Improvements, or any part thereof, in excess of an amount equal to Ten Thousand Dollars ($10,000.00) escalated from the date of this Lease in accordance with the CPI, Lessee shall within ten (10) days after Lessee becomes aware of such damage or destruction give written notice thereof to City generally describing the nature and extent of such damage or destruction.

G. [§ 708] Restoration

a. Lessee shall be responsible for the restoration of the Improvements in accordance with the damage and destruction clauses of this Lease.

b. In case of any damage to or destruction of the Improvements, or any part thereof, Lessee shall commence the restoration, replacement or rebuilding of the Improvements with such alterations and additions as may be approved by City (such restoration, replacement, rebuilding alterations and additions, together with any temporary repairs and property protection pending completion of the work being herein called "Restoration") within thirty (30) days of such damage or destruction, plus any additional period reasonably required to obtain any Net Insurance Proceeds to be used to pay all or a portion of the cost of such Restoration, and shall complete such Restoration within a reasonable period of time thereafter.

c. As used herein, the term "Net Insurance Proceeds" means the gross insurance proceeds paid by an insurer to Lessee for loss or damage to the Improvements on the Site and Improvements, less any and all costs and expenses (including, but not limited to reasonable attorneys' fees) incurred to recover said proceeds. Lessee agrees to promptly commence and prosecute to completion the settlement of insurance proceeds with respect to any event of damage or destruction of the Improvements on the Site.

d. Lessee agrees, notwithstanding any other provision of this Lease, upon any event of damage or destruction to the Improvements, Lessee shall at its sole cost and expense (whether or not Lessee terminates or intends to terminate this Lease pursuant to Section 710 below) immediately take or cause to be taken such actions and under and complete such work as is necessary to assure the safe condition of the damaged Improvements pending the ultimate disposition of the Improvements. In any instance where Lessee may elect to terminate this Lease rather than restore the Improvements

pursuant to Section 710 below, if Lessee does not terminate this Lease, Lessee shall restore the Improvements.

H. [§ 709] Application of Insurance Proceeds

Insurance proceeds carried under Article X which are received on account of any damage to or destruction of the Site or the Improvements thereon, or any portion thereof, (less the costs, fees and expenses incurred in the collection thereof, including without limitation attorney's fees and expenses) and if Lessee shall not make the election permitted in Section 710 below, shall be applied as follows:

a. Within a reasonable time and in any event within one hundred eighty (180) days after the damage to or destruction of the Improvements, Lessee shall furnish, or cause to be furnished to City evidence satisfactory to City (i) of the total cost of Restoration of the damaged or destroyed Improvements pursuant to Section 708 and (ii) that the total amount of money available will, when added to the insurance proceeds received and available to pay for the Restoration pursuant to the terms of this Section 709, be sufficient to pay the cost of such Restoration.

b. Net insurance proceeds received on account of any damage to or destruction of the Improvements, or any part thereof, shall be paid to Lessee or as Lessee may direct from time to time as Restoration progresses, solely to pay (or reimburse Lessee for) the cost of Restoration. Upon receipt by City of evidence Restoration has been completed and the cost thereof paid in full or has been adequately provided for, and there are no mechanic's or similar liens for labor or materials supplied in connection therewith which have not been adequately provided for, the balance, if any, of such proceeds shall be paid to Lessee.

c. Any insurance proceeds held by the recipient on any termination of this Lease and not required to be paid to City pursuant to the provisions of this Lease shall be paid first to the expenses of clearing the Site of any rubble and next to Lessee.

I. [§ 710] Damage or Destruction During Final Years of Term

Notwithstanding Sections 708 and 709 to the contrary, in the event of major damage or destruction to the Improvements on the Site during the last five (5) years of the term of this Lease, City shall not unreasonably withhold its approval if Lessee requests this Lease be terminated on thirty (30) days' written notice; provided, that Lessee first complies with all of the following conditions:

1. Lessee shall give City notice of the damage or destruction within ten (10) days after the event causing such damage and destruction.

2. Lessee shall give City notice requesting this Lease be terminated as a result of such damage or destruction within forty-five (45) days after settlement of insurance proceeds, but in any event within one hundred eighty (180) days after the event causing such damage or destruction.

3. Lessee shall pay to City all applicable rents to the date of such termination.

4. Lessee shall clear and remove all debris from the Site, restore the Site to a safe and neat condition, deliver possession of the Site to City, and shall quitclaim all right, title and interest in the Site to City.

5. Lessee shall transfer to City all insurance proceeds resulting from the casualty to be retained by City without limitation as to use.

Major damage or destruction to the Improvements as used in this Section means such damage or destruction that the cost of restoration will exceed fifty percent (50%) of the cost to replace the Improvements on the Site in their entirety; provided, that this Section shall not apply if City decides, in its sole discretion, to pay the cost of restoration in excess of that fifty percent (50%) replacement cost.

J. [§ 711] Faithful Performance and Labor and Material (Payment) Bonds; Indemnification; Nonresponsibility Notices

1. Lessee agrees to hold harmless and indemnify City and each of its officers, employees and agents against all claims, liabilities, costs and expenses, for labor and materials in connection with all construction, repairs or alterations on the Site and Improvements and the Improvements, and the cost of defending against such claims, including reasonable attorney's fees. Lessee shall also be responsible to pay for any damage caused to City property as a result of construction of the Improvements or use of the Site by Lessee and Lessee's invitees, subject to the provisions of Section 501 A. 2.

2. Lessee agrees to procure, or cause the procurement of, contractor's bonds covering labor, materials and faithful performance for construction on the Site and Improvements and the Improvements in accordance with the following requirements:

a. As to the initial construction of the Improvements required by this Lease, such bonds shall be in an amount equal to one hundred twenty-five percent (125%) of the total sum of the construction prices to be paid to each sub-contractor whose sub-contract has a contract price in excess of Twenty Thousand Dollars ($20,000), and shall be accompanied by the corporate guarantee of the general contractor in an amount equal to one hundred percent (100%) of the sum of the construction price in the contract entered into by Lessee and its general contractor.

b. As to subsequent work involving repair or alteration of the Improvements in an aggregate amount exceeding $250,000 plus escalations to such amount after the date of this Lease in accordance with the CPI, such bonds shall be in the amount equal to one hundred percent (100%) of the construction price in the contract entered into by Lessee and its general contractor. Subsequent work in an aggregate amount of $250,000 (plus escalations to such amount after the date of this Lease in accordance with the CPI) or less shall not be subject to bonding requirements.

City's City Manager must first approve the bonds and the construction contract in writing as to content and form. Lessee shall, prior to commencement of construction, deliver to City a certificate or certificates from the bonding company or companies issuing the aforesaid bonds, naming City as additional co-obligees under said bonds.

3. The provisions of paragraphs 1. and 2. of this Section shall be applicable to construction, repairs or alterations to the Site and Improvements and the use of the Improvements at all times during the Term, subject to the provisions of Section 501 A. 2.

4. City shall have the right to post and maintain on the Site and the Improvements any notices of nonresponsibility provided for under applicable law.

VIII. [§ 800] ASSIGNMENT, SUBLETTING, TRANSFER

A. [§ 801] Warranty Against Transfer

1. Lessee hereby represents and warrants this Lease, the construction of the Improvements, and its other undertakings pursuant hereto are, and will be used for the purpose of Lessee constructing, maintaining and operation and Batting Cages. Lessee further recognizes the fact a change in ownership or control of Lessee or of a part thereof, or any other act or transaction involving or resulting in a change in ownership or with respect to the identity of the parties in control of Lessee or the degrees thereof, is for practical purposes a transfer or disposition of the Site and Improvements; and

2. The qualifications and identity of Lessee, and its principals, are of particular concern to the community and City. Lessee further recognizes it is because of such qualifications and identity City is entering into this Lease with Lessee.

B. [§ 802] Prohibition Against Transfer

1. Lessee shall not, except as permitted by this Lease, make any Transfer, hereinafter defined, to any person or entity (a "Transferee"), without the prior written consent of City. Any purported Transfer not permitted by this Article VIII or Article IX shall be *ipso facto* null and void, and no voluntary or involuntary successor to any interest of Lessee under such a Transfer shall acquire any rights pursuant to this Lease. These restrictions shall be binding on any successors, heirs or permitted Transferee of Lessee. "Transfer," as used herein, shall mean

any assignment or attempt to assign this Lease or any right herein, any total or partial transfer, sale, assignment, lease, sublease, license, franchise, gift, hypothecation, mortgage, pledge, encumbrance or the like; provided, that a transfer of operational responsibilities to another individual due to Lessee's physical or mental incapacity to operate the Site shall only be considered a Transfer if the periods of those Transfers exceed, in the aggregate, more than three (3) months.

2. This prohibition shall not be deemed to prevent (i) the granting of easements or permits for the development of the Site as reasonably approved by City, (ii) the renting or subleasing or licensing of space for occupancy consistent with the customary uses and practices for the Batting Cages and related facilities, including a skateboard concession, or (iii) the assignment of this Lease to any affiliate of Lessee or joint venture; provided, that Lessee submits evidence satisfactory to City the principals who own and control Lessee will maintain a majority controlling interest after consummation of such transaction and will have the ability to maintain a majority controlling interest throughout the term of this Lease.

3. No voluntary or involuntary successor in interest of Lessee shall acquire any rights or powers under this Lease except as expressly permitted under this Lease. This Lease may not be assigned, nor may a transfer of interest take place without the express, prior written consent of City.

4. During the existence of this Lease, Lessee shall promptly notify City of any and all changes whatsoever in the identity of the parties in control of Lessee, or a change in the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information.

5. In the absence of specific express written provision to the contrary by City, a Transfer of the Site and Improvements, or portion thereof, as approved by City, shall not be deemed to relieve the Lessee or any other party from any obligations under this Lease arising on or after the effective date of the Transfer.

6. No provision hereof authorizing a Transfer of Lessee's interest herein shall be construed to authorize encumbrance of City's fee title to the Site or City's interest under this Lease, and Lessee shall not by any act or deed cloud City's fee title or City's interest under this Lease.

C. [§ 803] Investigation of Proposed Transferee; Costs

1. In the event that Lessee requests City's written consent to a proposed Transfer pursuant to Article VIII of this Lease, Lessee agrees to provide City with such information, including financial statements as City may reasonably require in order to evaluate the solvency, financial responsibility and relevant business acumen and experience of any proposed Transferee. Such information shall include, without limitation, a balance sheet of the proposed Transferee as of a date within ninety (90) days of the request for City's consent and statements of income or profit and loss of the proposed subtenant or assignee for the two-year period preceding

the request for City's consent, if the same be available (or such other similar information as shall be available at the time the request for approval of the Transfer is made), and a written statement in reasonable detail as to the business and experience of the proposed Transferee during the five (5) years preceding the request for City's consent.

Within thirty (30) days after the receipt of Lessee's written notice requesting City approval of a Transfer, City shall respond in writing by stating what further information, if any, City reasonably requires in order to determine whether or not to approve the requested Transfer. Upon receipt of such a timely response, Lessee shall promptly furnish to City such further information as may be reasonably requested.

Lessee's request for approval of a Transfer and delivery of necessary information for financing purposes shall be deemed complete twenty (20) days after City's receipt thereof and Lessee's request for approval of a Transfer and delivery of necessary information for all other types of Transfer shall be deemed complete thirty (30) days after City's receipt thereof if City does not deny approval or if no timely response requesting further information regarding the proposed assignee is delivered to Lessee, or, if such a timely response requesting further information is received, on the date which is fifteen (15) days after the date Lessee delivers such additional information to City. None of the foregoing shall restrict City's rights to deny approval of any Transfer not found acceptable by City pursuant to this Lease. Any Transfer requiring City's consent shall only be effective upon City's written consent to such Transfer.

City shall approve or disapprove any requested Transfer for financing purposes requiring City approval within thirty (30) days after Lessee's request therefor is accepted as complete or is deemed complete, and City shall approve or disapprove any other type of requested Transfer requiring City approval within forty-five (45) days after Lessee's request therefor is accepted as complete or is deemed complete. Any disapproval shall be in writing and shall specify the reasons for the disapproval and, if applicable, the conditions required to be satisfied by Lessee in order to obtain approval.

2. If City consents to any Transfer pursuant to Article VIII, such consent shall not be effective unless and until Lessee gives City notice of the Transfer and a copy of any documents effecting and/or evidencing such Transfer, and unless and until any such Transferee (other than a sublessee) assumes all of the obligations and liabilities of Lessee under this Lease.

3. Bankruptcy. It is acknowledged and agreed this Lease is a lease of real property within the meaning of Subsection 365(b) (3) of the Bankruptcy Code, 11, U.S.C. To the extent not prohibited by provisions of the Bankruptcy Code, 11 U.S.C. Section 101 et seq., including Section 365(f)(1) thereof, Lessee on behalf of itself, creditors, administrators and assigns waives the applicability of Sections 541(c) and 365(e) of the Bankruptcy Code of 1978 unless the proposed assignee of the Trustee for the estate of the bankrupt meets City's standards for consent. City has entered into this Lease with Lessee in order to obtain for the benefit of the Site the unique types of facilities, businesses, services and goods which Lessee can bring to the Site; the foregoing prohibition on Transfer or subletting is expressly agreed to by Lessee in consideration of such fact. Any person or entity to which this Lease is assigned pursuant to the

provisions of the Bankruptcy Code shall be deemed without further act or deem to have assumed all of the obligation s arising under this Lease on and after the date of such Transfer. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption.

4. City's Fee. Lessee agrees to reimburse City for City's reasonable costs and attorney's fees incurred in connection with the processing and documentation of any requested Transfer, subletting, transfer, change of ownership or hypothecation of this Lease or Lessee's interest in and at the Site, or any party thereof, which required City's approval hereunder, in an amount not to exceed Five Thousand Dollars ($5,000.00) for each such Transfer (which amount shall be adjusted each year by the CPI).

5. No Waiver. The acceptance by City of any payment due hereunder from any other person shall not be deemed to be a waiver by City of any provision of this Lease or to be a consent to any Transfer or subletting. Consent by City to one or more Transfers of this Lease or to one or more sublets of the Site shall not operate as a waiver or estoppel to the future enforcement by City of its rights pursuant to the provisions of this Lease.

D. [§ 804] Release of Construction Covenants

1. Within thirty (30) days after completion of all construction and development to be completed by Lessee upon the Site this Lease, City shall furnish Lessee with a Release of Construction Covenants, in such form as to permit it to be recorded in the Office of the County Recorder of Los Angeles County, upon written request therefor by Lessee. City shall not unreasonably withhold such Release of Construction Covenants. Such Release of Construction Covenants shall constitute evidence of satisfactory completion of the construction required under this Lease, and the Release of Construction Covenants shall so state.

2. If City refuses or fails to furnish a Release of Construction Covenants for the Site after written request from Lessee, City shall, within thirty (30) calendar days after the written request, provide Lessee with a written statement of the reasons City refused or failed to furnish the Release of Construction Covenants for the Site. The statement shall also contain City's opinion of the action Lessee must take to obtain a Release of Construction Covenants for the Site, but it need not contain technical information or instructions. If the reason for such refusal is confined to the immediate availability of specific items of landscaping or other minor items or the failure to complete "punch list" items, City shall issue the Release of Construction Covenants upon the posting of a bond or other security instrument in form and content acceptable to City and in an amount representing the fair value of the work not yet completed, which bond or other security instrument shall secure Lessee's obligation to complete all outstanding items of construction and development within sixty (60) days following the issuance of the Release of Construction Covenants.

3. Such Release of Construction Covenants is not notice of completion as referred to in Section 3093 of the California Civil Code.

IX. [§ 900] NO SUBORDINATION OF CITY'S INTERESTS

City's interest in the Site under this Lease is a vested landlord's reversionary interest and not just a contractual obligation of Lessee. Notwithstanding anything which is or appears to be to the contrary in this Lease, Lessee shall not encumber City's interest under this Lease or City's fee interest in the Site by any mortgage, deed of trust, lien, security instrument or financing conveyance of any kind whatsoever.

X. [§ 1000] INDEMNIFICATION AND INSURANCE

A. [§ 1001] Indemnification

Throughout the term of this Lease, Lessee agrees to and shall defend, indemnify and hold harmless City and each of its officers, employees, agents, contractors and consultants from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall be directly or indirectly caused by or based on City's ownership of or interest in the Site or any portion thereof or any improvements thereon or the condition of the Site or any portion thereof or any improvements thereon or Lessee's rehabilitation, development, construction, use or operation of the Site or any portion thereof or any improvements thereon or any of Lessee's activities under this Lease, whether such actions or inactions thereof be by Lessee or anyone directly or indirectly employed or contracted with by Lessee and whether such damage or injury shall accrue or be discovered before or after the termination of this Lease. Lessee shall not be responsible for (and such indemnity shall not apply to) property damage or bodily injury caused by entry onto the Site and Improvements by City pursuant to various provisions of this Lease, and/or to the extent caused by the willful misconduct or gross negligence of City or any of its designated officers, employees, agents, contractors or consultants. Lessee's obligations set forth in this paragraph shall not apply (i) to injuries, damages or losses to person or to physical property, which occur as a direct result of activities occurring on the Site, during either or both of the two one-day events at the described in paragraph 2. of subsection A. of Section 501 (ii) to injuries, damages or losses to person or physical property which occur on areas adjacent to the Site, but not on the Site itself and which are not directly or indirectly related to use of the Site, nor (iii) to injuries, damages or losses to person or physical property which occur on areas adjacent to the Site, but not on the Site itself and which are directly or indirectly related to use of a skateboard.

B. [§ 1002] Required Insurance

During the term of this Lease, Lessee at its sole cost and expense shall:

1. Keep or cause to be kept a policy or policies of insurance against loss or damage to the Improvements on the Site, resulting from fire, earthquake (to the extent commercially available at commercially reasonable rates), windstorm, hail, lightning, vandalism, malicious mischief, riot and civil

commotion, and such other perils ordinarily included in extended coverage fire insurance policies. Such insurance shall be maintained in an amount not less than one hundred percent (100%) of the full insurable value of the Improvements as defined herein in Section 1003 (such value to include amounts spent for construction of the improvements, architectural and engineering fees, and inspection and supervision).

2. Maintain or cause to be maintained use and occupancy or business interruption or rental income insurance against the perils of fire, windstorm, hail, lightning, vandalism and malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies, in an amount equal to not less than two times the sum of the rent paid to City in any year under this Lease and twelve (12) months fixed operating expenses of Lessee, except to the extent such insurance is not commercially available at commercially reasonable rates due to reasons other than the wrongful acts or omissions or dangerous or hazardous activities of Lessee.

3. Maintain or cause to be maintained public liability insurance, to protect against loss from liability imposed by law for damages on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of Lessee or under Lessee's control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from the acts or activities in connection with the Site and Improvements of Lessee or its invitees and sublessees, or any person acting for Lessee, or under its control or direction. Any such property damage and personal injury insurance maintained by Lessee at any time during the term of this Lease shall name City, and each of its respective officers, employees, agents and consultants, as additional insureds and shall also provide for and protect City against incurring any legal cost in defending claims for alleged loss. Such personal injury and property damage insurance shall be maintained in full force and effect during the entire term of this Lease in an amount not less than Five Million Dollars ($5,000,000) aggregate limit as of the Effective Date of Lease, which minimum amount of coverage shall escalate on the fifth anniversary of the Effective Date of Lease and once every five years thereafter in proportion to the escalation, if any, during such period in the CPI. Lessee agrees provisions of this paragraph 3., as to maintenance of insurance, shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from Lessee's activities, or activities of its invitees and sublessees or the activities of any other person or persons for which Lessee is otherwise responsible.

4. Maintain or cause to be maintained worker's compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the Worker's Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such worker's compensation insurance shall cover all persons employed by Lessee in connection with the Site and Improvements, and shall cover full liability for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Site and Improvements, or the operation thereof by Lessee.

C. [§ 1003] Definition of "Full Insurable Value"

The term "full insurable value" as used in Section 1002 shall mean the actual replacement cost (excluding the cost of excavation, foundation and footings below the ground level and without deduction for depreciation) of the Improvements, including the cost of construction of the Improvements, architectural and engineering fees, and inspection and supervision. To ascertain the amount of coverage required, Lessee shall cause the full insurable value to be determined from time to time by the insurer or by a qualified expert mutually acceptable to City and Lessee, not less often than once every three years.

D. [§ 1004] General Insurance Provisions

All insurance provided under Section 1002 of this Lease shall be primary insurance for the benefit of Lessee and City.

All insurance provided under Section 1002 shall be periodically reviewed by the parties for the purpose of mutually increasing or decreasing the minimum limits of such insurance, from time to time, to amounts which may be reasonable and customary for similar facilities of like size and operation.

The insurance to be provided by Lessee may provide for a deductible or self-insured retention of not more than Five Thousand Dollars ($5,000.00), with such amount to increase at such times as City may require increases in the policy limits as set forth above; provided, that the percentage increase in the deductible or self-insured retention shall not exceed the percentage increase in the CPI since the last requested adjustment; and provided, further, that Lessee may maintain such higher deductibles or self-insured retention as may be approved in writing by City's City Manager. In the event such insurance does provide for deductibles or self-insured retention, Lessee agrees it will fully protect City each of its boards, officers, agents, consultants and employees in the same manner as those interests would have been protected had the policy or policies not contained the deductible or retention provisions.

All insurance herein provided for under Section 1002 shall be effected under policies issued by insurers of recognized responsibility licensed or permitted to do business in the State of California, subject to the reasonable approval of City's City Attorney.

Any insurance required to be maintained by Lessee pursuant to Section 1002 may be taken out under a blanket insurance policy or policies covering other premises or properties, and other insureds in addition to the parties hereto; provided, however, that any such policy or policies of blanket insurance shall specify therein, or supplemental written certification from the insurers under such policies shall specify, the amount of insurance irrevocably allocated to the coverage to be provided under Section 1002 and provided further, that in all other respects, any such blanket policy shall comply with the other provisions of Section 1002.

All policies or certificates of insurance shall provide that such policies or certificates shall not be canceled or materially changed without at least thirty (30) days prior written notice to City.

Copies of such policies, or certificates thereof subject to the reasonable approval of City's City Attorney, shall be deposited with City together with appropriate evidence of payment of the premiums therefor; and, at least thirty (30) days prior to expiration of any such policy, copies of renewal policies shall be so deposited.

E. [§ 1005] Failure to Maintain Insurance

If Lessee fails or refuses to procure or maintain insurance as required by this Lease, City shall have the right, and without notice, to procure and maintain such insurance. The premiums paid by City shall be treated as additional rent due from Lessee, to be paid on the first day of the month following the date on which the premiums were paid. City shall give prompt notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

F. [§ 1006] Disposition of Insurance Proceeds Resulting from Loss or Damage to Improvements

1. Subject to the provisions of paragraph 2., below, proceeds of insurance with respect to loss or damage to the Improvements to be maintained and repaired by Lessee during the term of this Lease shall be payable, under the provisions of the policy of insurance, to Lessee, or, if such loss or damage involves the need for Lessee to obtain any governmental approvals or permits, jointly to Lessee and City, and said proceeds shall constitute a trust fund to be used for the repair, restoration or reconstruction of the Improvements in accordance with plans and specifications approved in writing by City. Lessee shall have first right of reimbursement from any money deposited in such trust account for any payments towards the repairs of loss or damages actually made by Lessee.

2. In the event this Lease is terminated by mutual agreement of City and Lessee, and the Improvements are not repaired, restored or reconstructed, the insurance proceeds shall be

applied first to any payments due under this Lease from Lessee to City, second to restore the Site to a neat and clean condition and, finally, any excess shall be paid to Lessee.

3. Lessee hereby waives any claim against City for any loss covered by insurance of the type specified in Section 1002; and Lessee, shall obtain from its insurance company or companies a waiver of any right of subrogation that it may have against City.

XI. [§ 1100] RESERVED

XII. [§ 1200] DEFAULTS, REMEDIES AND TERMINATION

A. [§ 1201] Defaults - General

1. Subject to the extensions of time set forth in Section 1314 of this Lease, failure or delay by either party to perform any term or provision of this Lease constitutes a default under this Lease. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and, in any event, for monetary defaults within thirty (30) days of such failure or delay, and for non-monetary defaults within the time reasonably required for cure with reasonable diligence, not to exceed one hundred and eighty (180) days plus any period or periods of enforced delay required by Section 1314 of this Lease (the "Cure Period").

2. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, and except as otherwise expressly provided in Sections 1207 and 1208 of this Lease, the injured party may not institute proceedings against the party in default until the expiration of the applicable Cure Period. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

3. Except as otherwise expressly provided in this Lease, any failure or delay by either party in asserting any of its remedies or rights as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

B. [§ 1202] Legal Actions

1. [§ 1203] Institution of Legal Actions

In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

2. [§ 1204] Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Lease.

3. [§ 1205] Acceptance of Service of Process

In the event that any legal action is commenced by Lessee against City, service of process on City shall be made by personal service upon City's City Manager, or in such other manner as may be provided by law.

In the event that any legal action is commenced by City against Lessee, service of process on Lessee shall be made by personal service upon Lessee and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

4. [§ 1206] Attorneys' Fees and Court Costs

In the event that either City or Lessee shall bring or commence an action to enforce the terms and conditions of this Lease or to obtain damages against the other party arising from any default under or violation of this Lease, then the prevailing party shall be entitled to an award of attorney's fees and court costs as reasonably determined by a court.

C. [§ 1207] Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Lease, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

D. [§ 1208] Damages

If either party defaults with regard to any of the provisions of this Lease, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured prior to the expiration of the applicable Cure Period, the defaulting party shall be liable to the nondefaulting party for any damages caused by such default, and the nondefaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

E. [§ 1209] Specific Performance

If either party defaults with regard to any of the provisions of this Lease, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured prior to the expiration of the applicable Cure Period, the nondefaulting party, at its option, may thereafter (but not before) commence an action for specific performance of the terms of this Lease pertaining to such default.

F. [§ 1210] Additional Remedies of City

1. If Lessee defaults with regard to any of the provisions of this Lease, City shall serve written notice of such default upon Lessee. If the default is not commenced to be cured promptly after service of the notice of default or if the cure is not prosecuted to completion with all due diligence and in any event prior to the expiration of the applicable Cure Period, City, at its option, may thereafter (but not before):

a. Correct or cause to be corrected said default and charge the costs therefor to the account of Lessee;

b. Correct or cause to be corrected said default and pay the costs thereof from the proceeds of any insurance;

c. Continue this Lease and Lessee's right to possession in effect and enforce its rights and remedies under the Lease, including the right to recover rent as it becomes due, as provided in Section 1951.4 of the California Civil Code.

d. Have a receiver appointed to take possession of Lessee's interest in the Site and Improvements, with power in said receiver to administer Lessee's interest therein, to collect all funds available to Lessee in connection with its operation and maintenance thereof; and to perform all other acts consistent with Lessee's obligations under this Lease as the court deems proper;

e. Maintain and operate the Site and Improvements without terminating this Lease.

f. Terminate this Lease pursuant to Section 1211 hereof, by written notice to Lessee of its intention to do so.

2. City reserves and shall have the right at all reasonable times to enter the Site and the Improvements for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Site and the Improvements or to inspect the operations conducted thereon, subject to the limitations and requirements for City rights of access set forth in Section 405 of this Lease. Any such entry shall be made only after reasonable notice to Lessee. In the event that such entry or inspection by City discloses that the Site or the Improvements are not in a decent, safe, and sanitary condition, are damaged, or in disrepair, City shall have the right, after thirty (30) days written notice to Lessee and Lessee's failure to cure the problem within the Cure Period, to have any necessary maintenance or repair work done for and at the expense of Lessee and Lessee hereby agrees to pay promptly any and all costs incurred by City in having such necessary maintenance or repair work done in order to keep the Site and the Improvements in a decent, safe and sanitary condition.

3. The rights reserved in this Section 1210 shall not create any obligations on City or increase obligations imposed on City elsewhere in this Lease. The thirty-day (30-day) cure period shall apply to all defaults, both monetary and non-monetary. Further, City shall have the duty to mitigate its damages in the event of any default. If any default results in termination of this Lease, then Lessee shall have no further obligations under this Lease, which includes no further obligations for rent payments, and the only obligations due and owing after termination would be those which arose prior to the termination.

G. [§ 1211] Remedies and Rights of Termination

1. In the event that at any time during the term of this Lease, and in violation of this Lease, Lessee shall:

a. Fail to commence and/or complete the construction of the Improvements as required by this Lease or within the time required by this Lease;

b. Abandon or substantially suspend construction of the Improvements as required by this Lease prior to the completion thereof and issuance of a Release of Construction Covenants therefor by City;

c. Use the Site and Improvements for any purpose other than those provided for in this Lease or fail to use and maintain the Site and Improvements in accordance with Section 501 of this Lease;

d. Fail or refuse to pay to City when due the applicable rents and other sums required by this Lease to be paid by Lessee, including but not limited to payments required under Sections 300 *et seq.* of this Lease;

e. Fail or refuse to pay when due any taxes, assessments or other Impositions as required by this Lease;

f. Make or suffer to be made any voluntary or involuntary conveyance, assignment, sublease or other Transfer of the leasehold interest in the Site and Improvements, or any part thereof, or of the rights of Lessee under this Lease; provided, that this subparagraph does not apply to a skateboard concession or sublease which the parties contemplate are permitted under this Lease;

g. Commit or suffer to be committed any waste or impairment of the Site or the Improvements, or any part thereof;

h. Alter the Improvements in any manner except as expressly permitted by this Lease;

i. Fail to maintain insurance as required by this Lease;

j. Fail to make full repair and restoration of the Improvements in the event of damage or destruction;

k. Engage in any financing except as permitted by the terms of this Lease, or any other transaction creating any mortgage on the Site, or placing or suffering to be placed thereon any lien or other encumbrance, or suffering any levy or attachment to be made thereon;

l. Voluntarily file or have filed against it any petition under any bankruptcy or insolvency act or law, or be adjudicated a bankrupt, or make a general assignment for the benefit of creditors;

m. Fail to pay when due any payment or charge or otherwise default on any loan secured by a leasehold mortgage permitted by this Lease;

n. Abandon or surrender possession of the Site, or Lessee's interest therein;

o. Fail to perform any of Lessee's Hazardous Substances covenants; or

p. Fail to perform or comply with any other material term or provision hereof,

and any such failure or violation shall not be cured or remedied within the applicable Cure Period; then, in such event, City may, at its option and in addition to any other remedy provided for in this Lease, terminate the Lease and revest in City the leasehold interest theretofore transferred to Lessee, by written notice to Lessee of its intention to do so.

2. Upon termination of this Lease pursuant to this Section 1211 it shall be lawful for City to re-enter and repossess the Site without process of law, and Lessee, in such event, does hereby waive any demand for possession thereof, and agrees to surrender and deliver peaceably to City immediately upon such termination in good order, condition and repair, except for reasonable wear and tear. Upon such termination title to all Improvements on the Site specified in this Lease to remain in City, shall remain in City.

3. No ejectment, re-entry or other act by or on behalf of City shall constitute a termination unless City gives Lessee notice of termination in writing. Such termination shall not relieve or release Lessee from any obligation incurred pursuant to this Lease prior to the date of such termination.

4. Termination of this Lease under this Section 1211 shall not relieve Lessee from the obligation to pay any sum due to City or from any claim for damages against Lessee.

5. The right of termination provided by this Section 1211 is not exclusive and shall be cumulative to all other rights and remedies possessed by City, and nothing contained herein shall be construed so as to defeat any other rights or remedies to which City may be entitled.

XIII. [§ 1300] GENERAL PROVISIONS

A. [§ 1301] Notices, Demands and Communications between the Parties

Formal notices, demands and communications between City and Lessee shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City, to the attention of City's City Manager, and of Lessee as designated in Section 106 and Section 107 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Sufficient notice may also be given by personal delivery or reputable overnight delivery service in lieu of mail if reasonably adequate records are maintained of such service in the ordinary course of business by the person or entity effecting such service.

B. [§ 1302] Time of Essence

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

C. [§ 1303] Conflict of Interests

1. No council member, official or employee of City shall have any personal interest, direct or indirect, in this Lease, nor shall any such council member, official or employee participate in any decision relating to the Lease which affects his/her personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

2. Lessee warrants it has not paid or given, and will not pay or give, any officer or employee of City any money or other consideration for obtaining this Lease.

D. [§ 1304] Nonliability of City Officials and Employees

No council member, official or employee of City shall be personally liable to Lessee, or any successor in interest, in the event of any default or breach by City or any for any amount which may become due to Lessee or successor or on any obligations under the terms of this Lease.

E. [§ 1305] Inspection of Books and Records

City has the right at all reasonable times to inspect the books and records of Lessee pertaining to the Site and Improvements as pertinent to the purposes of this Lease. Lessee also has the right at all reasonable times to inspect the books and records of City pertaining to the Site and Improvements as pertinent to the purposes of this Lease.

F. [§ 1306] No Partnership

Neither anything in this Lease contained, nor any acts of City or Lessee shall be deemed or construed by any person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between City and Lessee.

G. [§ 1307] Compliance with Law

Lessee agrees, at its sole cost and expense, to comply and secure compliance with all the applicable and valid requirements now in force, or which may hereafter be in force, of all municipal, county, State and federal authorities, pertaining to the Site and Improvements, as well as operations conducted thereon, and to faithfully observe and secure compliance with, in the use of the Site and Improvements, all applicable county and municipal ordinances and state and federal statutes now in force or which may hereafter be in force, including all laws prohibiting discrimination or segregation in the use, sale, lease or occupancy of the property.

H. [§ 1308] Surrender of Property

Except as otherwise expressly provided in this Lease, upon the expiration or termination of this Lease pursuant to the terms hereof, it shall be lawful for City to reenter and repossess the

Site and Improvements without process of law, and Lessee, in such event, does hereby waive any demand for possession thereof, and agrees to surrender and deliver the Site and Improvements peaceably to City immediately upon such expiration or termination in good order, condition and repair, except for reasonable wear and tear.

I. [§ 1309] Severability

If any provision of this Lease shall be adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

J. [§ 1310] Binding Effect

This Lease, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

K. [§ 1311] Captions

The captions contained in this Lease are merely a reference and are not to be used to construe or limit the text.

L. [§ 1312] No Recording of this Lease

This Lease shall not be recorded. Pursuant to the Agreement, a memorandum substantially similar to Exhibit C, hereto, will be recorded in the Official Records of Los Angeles County.

M. [§ 1313] Enforced Delay in Performance for Causes Beyond Control of Party

In addition to specific provisions of this Lease, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, including war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts or failure to act of any other public or governmental agency or entity (other than any act or failure to act of City, which shall not excuse performance by City). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

L. [§ 1314] Entire Agreement, Waivers and Amendments

. This Lease is executed in two (2) duplicate originals, each of which is deemed to be an original. This Lease includes thirty-nine (39) pages and three (3) exhibits. This Lease shall become effective on the date it is executed on behalf of City ("Effective Date").

2. All waivers of the provisions of this Lease must be in writing and signed by the appropriate authorities of City or Lessee and all amendments hereto must be in writing and signed by the appropriate authorities of City and Lessee.

M. [§ 1317] Approvals

Except as expressly provided otherwise in this Lease, approvals required of City or Lessee shall not be unreasonably withheld, conditioned or delayed.

CITY OF SOUTH PASADENA

Date: 3/19, 2003

By: _____
Harry A. Knapp, Mayor

ATTEST:

_____
Sally Kilby, City Clerk

APPROVED AS TO FORM:

_____
Joseph W. Pannone, City Attorney

DYLAN GAINES, an individual

Date: 03/18, 2003

_____

sopasgaines \lease-final

EXHIBIT A

MAP OF SITE

EXHIBIT "A"

A Lease over that portion of lots 68 and 69 of the Arroyo Wood Lots, as shown on map recorded in Book 3 of Maps, page 282, in the city of South Pasadena, State of California, records of Los Angeles County, described as follows:

Beginning at the intersection of Magnolia Drive and Arroyo Drive as shown on the Carl A. Plath Tract, recorded in Book 175 of Maps, page 47, in the city of South Pasadena, records of Los Angeles County, said centerline of Arroyo Drive having a bearing of North 20° 14' 30" East;

Thence North 53° 11' 33" West, a distance of 232.17 feet to the **True Point of Beginning;**

Thence South 78° 44' 32" West, a distance of 66.08 feet;

Thence South 70°52' 22" West, a distance of 44.27 feet;

Thence North 00° 53' 04" West, a distance of 146.53 feet;

Thence North 78° 22' 44" East, a distance of 89.57 feet;

Thence South 00° 53' 04" East, a distance of 58.00 feet;

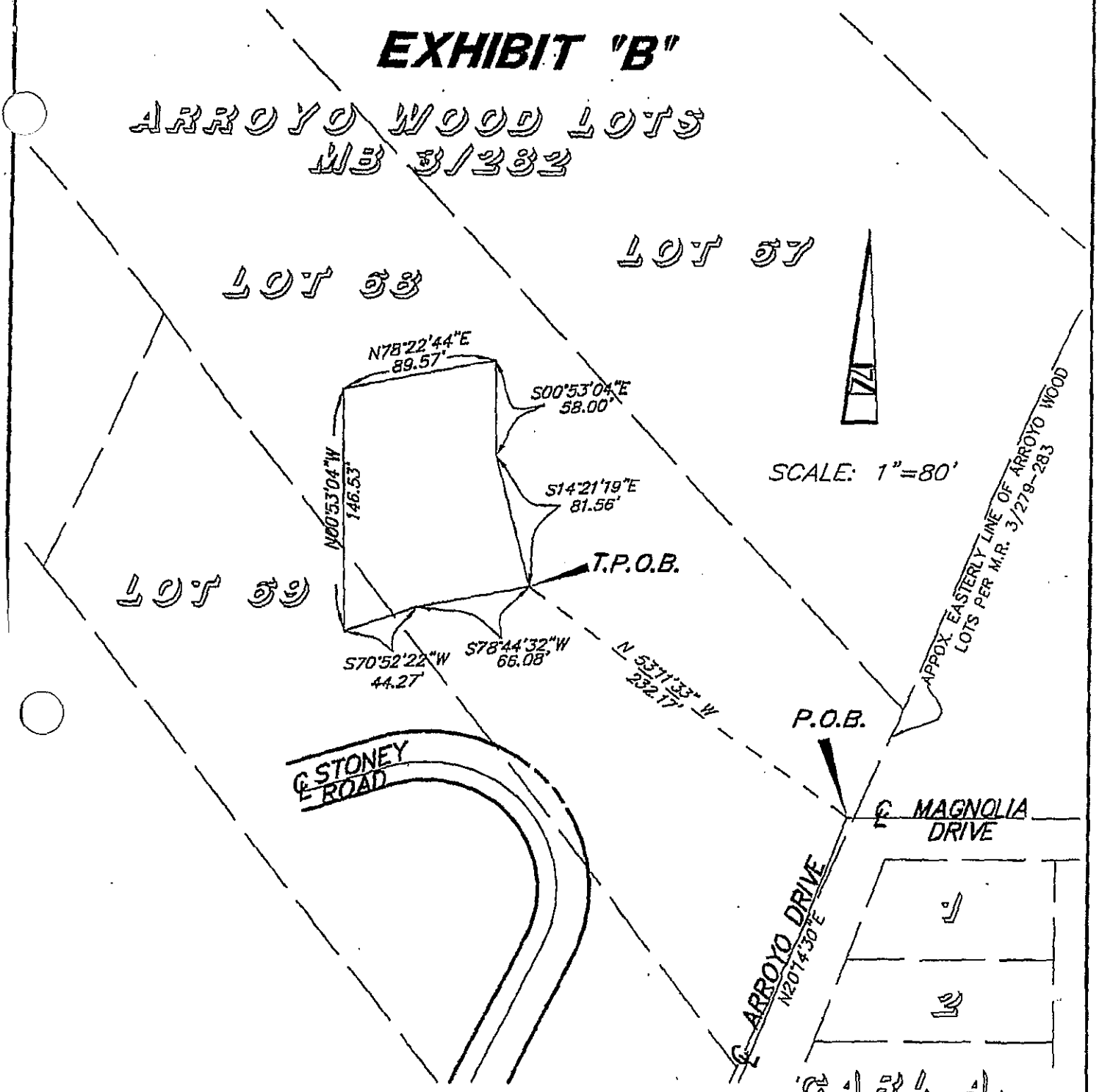
Thence South 14° 21' 19" East, a distance of 81.56 feet to the **True Point of Beginning.**

This lease contains 13,284 S.F., more or less.

EXHIBIT B

LEGAL DESCRIPTION OF SITE

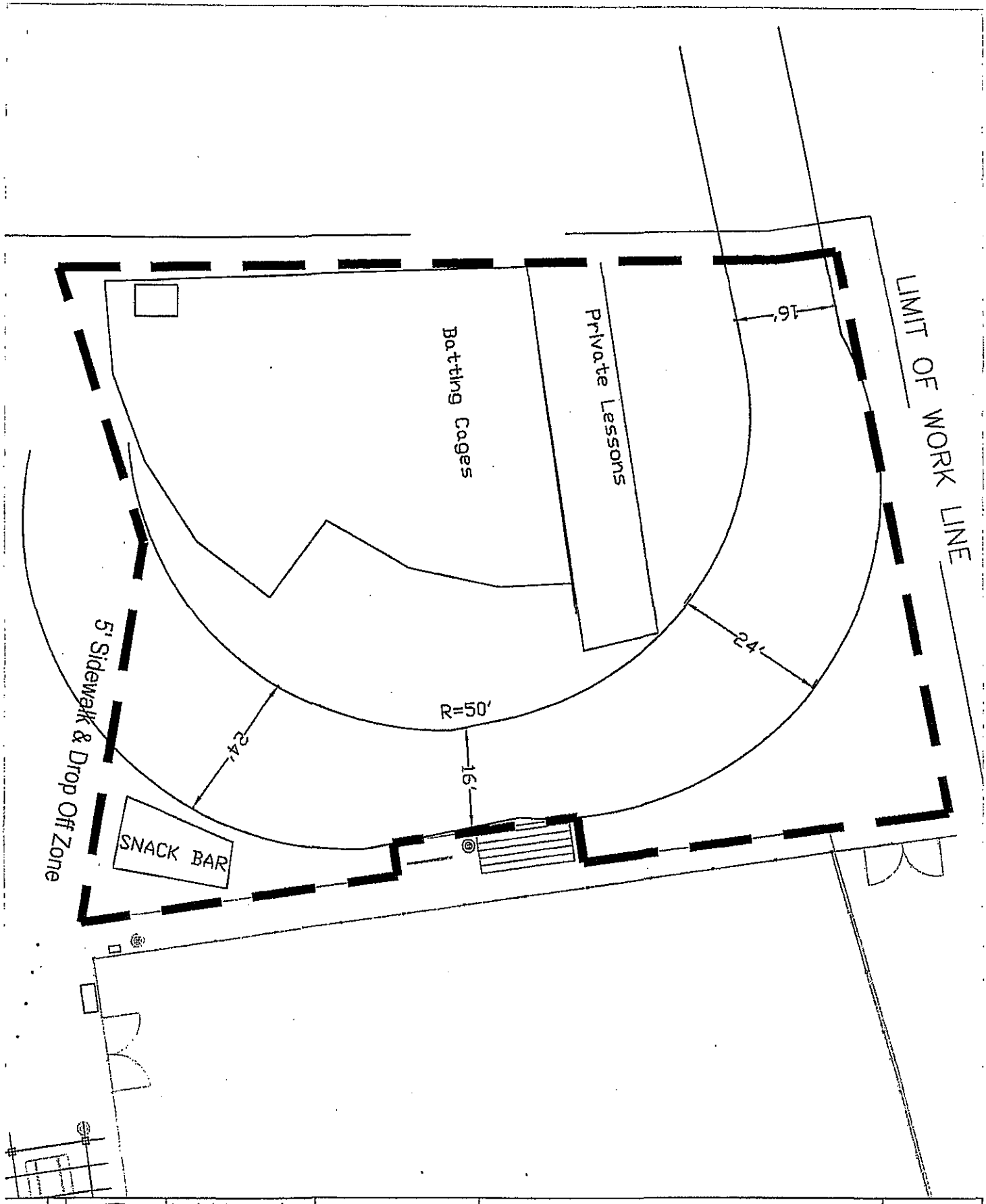
EXHIBIT "B"



REGISTERED PROFESSIONAL ENGINEER
DENNIS C FARNSWORTH
No. 31653
Exp. 12/31/2004
CIVIL
STATE OF CALIFORNIA

LAND DEVELOPMENT DESIGN CORPORATION
2313 E. Philadelphia St., Ste. F
ONTARIO, CA. 91761
(909) 930-1466
FAX (909) 930-1468
PLANNING • CIVIL • SURVEYING

DATE:	SCALE:	SHEET:	JOB NO.
02/27/03	1"=80'	1 OF 1	3455



SCALE: 1"=20'	NORTH	Prepared under the supervision of: City Engineer	Revisions: No. Date Description

CITY OF SOUTH PASADENA

PROPOSED BATTING CAGES

BOUNDRY AREA PLAN

City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Karen Aceves, Principal Management Analyst

SUBJECT: **Adoption of a Resolution Supporting Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018**

Recommendation Action
It is recommended that the City Council adopt a resolution supporting the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 and consider endorsing "Californians for Clean Water and Safe Parks" a coalition supporting the ballot initiative.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Executive Summary
Passed by the legislature on September 16, 2017, Senate Bill 5 (SB 5) – now known as Proposition 68 – was signed by the Governor to place a $4 billion General Obligation Bond Measure on the June 5, 2018 ballot that would fund parks, water, climate and environmental programs. If the voters approve Proposition 68, local governments would receive funding for local park improvements and will be eligible for grants to fund water, local parks, coastal and climate resiliency projects.

Discussion/Analysis
The Bond would provide funding for local parks and investments in the state's wildlife and ecological areas, water resources, and urban areas to help safeguard against climate change impacts, make cities more livable, and protect California's natural resources for future generations. The measure would also increase drought and flood protection, and supply clean water. Among its investment priorities, Proposition 68:

- Contains $215 million in per capita funding to assist all of California's communities in underwriting priority park-related improvements; and
- Invests $30 million in trail network improvements promoting non-motorized recreational

AGENDA ITEM 22

and commuter opportunities throughout the state; and
- Expends hundreds of millions on other important investments in resource-related infrastructure including California's rivers, coast, and other waterways, the state's mountainous settings, and wildlife and fish-dependent habitats.

If passed, Proposition 68 will provide $200,000 in per capita distribution to the City of South Pasadena for acquisition and/or improvement of parks, recreation facilities or other initiatives included in the Act. In addition competitive grant programs will provide opportunity for funding local projects. For example, the City may qualify for competitive grant funding in the following categories:

- Improvements to local parks, recreation facilities and trails;
- Climate adaptation and resiliency programs;
- Flood protection and repair; and
- Drought and groundwater regional sustainability.

The California Clean Water & Safe Parks Coalition seeks the support of California towns, cities, community service districts and affiliated organizations to promote Proposition 68 and its value to the voters. The Southern California Association of Governments (SCAG) and the League of California Cities endorse Proposition 68.

Background
California Senate Bill 5 (De León), "California Drought, Water, Parks, Climate Coastal Protection, and Outdoor Access for All Act of 2018" is a $4 billion general obligation bond measure that will be on the June 5, 2018 ballot. A general obligation bond is a type of long-term borrowing that the state uses to raise money for various purposes and is directly paid-off from the state's General Fund, which is supported by tax revenues. The bond measure is intended to finance a range of state initiatives involving parks, flooding, water and climate change.

The $4 billion in funding from the bond measure is expected to be allocated in the following way:

- Parks - $1.2 billion
- Flood - $550 million
- Water - $1 billion
- Climate/Conservancies - $1.3 billion
- Total - $4.05 billion

SB 5 is the only bond measure that is up for consideration on the June 2018 ballot. According to Phoebe Seaton from the Leadership Council for Accountability and Justice, funding from SB 5 is needed as funding from a previous ballot measure on water (Proposition 1 or the "Water Quality, Supply and Infrastructure Improvement Act of 2014") is almost depleted. One of the provisions

of SB 5 includes addressing the lack of funding to allow communities to be connected to adequate and safe drinking water.

In addition, SB 5 builds on the provisions of Assembly Bill 31, "Statewide Park Development and Community Revitalization Act of 2008" (De León) which provides competitive grants to local entities and nonprofit organizations for the development of urban parks and recreational areas and facilities. Under SB 5, $725 million will be dedicated to increasing accessibility of parks to underserved low-income communities. The Bill text dedicated 20 percent of funding to serve severely underserved communities and 15 percent to underserved communities. This includes funding for outreach and transportation services to underserved communities, in order to bring greater accessibility to parks and recreation services.

Voter consideration for SB 5 comes at a providential time as the California state budget is projected to have a $19 billion surplus. Additionally, the Legislative Analyst's Office estimated that the debt-service ratio measuring the portions of the state's annual General Fund revenues and transfers that must be set aside for debt service payments remains below 5 percent, giving extensive capacity for the state to sell the bond and successfully obtain the funding for the purposes of SB 5.

Legal Review
The City Attorney has not reviewed this item.

Fiscal Impact
There is no fiscal impact associated with the approval of the resolution. If Proposition 68 is passed the City would receive $200,000 in funds for local recreational opportunities.

Environmental Analysis
This item is exempt from any California Environmental Quality Act (CEQA).

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

Attachments:
1. Draft Resolution in Support of the ballot initiative
2. Endorsement Form for "California for Clean Water and Safe Parks"
3. Fact Sheet from League of California Cities

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ATTACHMENT 1
Draft Resolution
in Support of the ballot initiative

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, SUPPORTING PROPOSITION 68, THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018

WHEREAS, the Legislature adopted and the Governor signed Senate Bill 5 (SB 5), Proposition 68, a $4 billion General Obligation Bond to be placed on the June 5, 2018 ballot entitled the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018; and

WHEREAS, SB 5 represents the first legislatively authorized debt instrument for parks, resources and environmental improvements since 2002; and

WHEREAS, investments in California's urban, suburban and rural park and resources-related landscapes promote the notion of community and provide health, environmental and aesthetic benefits; and

WHEREAS, City of South Pasadena residents will benefit from the passage of this Bond through a per capita allocation of at least $200,000 for parks; and

WHEREAS, SB 5 contains $215 million in per capita funding to assist all of California's communities in underwriting priority park-related improvements; and

WHEREAS, SB 5 expends $200 million on California's State Park system, addressing a greater than $1 billion backlog in deferred maintenance which will translate into greater tourism and visitor opportunities in adjacent communities; and

WHEREAS, SB 5 invests $30 million in trail network improvements promoting non-motorized recreational and commuter opportunities throughout the state; and

WHEREAS, SB 5 expends hundreds of millions on other important investments in resource-related infrastructure including California's rivers, coast, and other waterways; and

WHEREAS, SB 5 invests heavily in combatting global warming through investments in urban greening projects, promoting healthy forests and carbon farming applications; and

WHEREAS, SB 5 underwrites investments in improving local water systems, promoting access to safe drinking water in some of California's most economically challenged communities; and

WHEREAS, SB 5 commits to a robust investment in groundwater improvements and sustainability to diversify water sources and recharge groundwater tables.

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

SECTION 1. The City of South Pasadena hereby supports Proposition 68, The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018; and

SECTION 2. The City of South Pasadena supports and can be listed as a member of the Californians for Clean Water and Safe Parks coalition.

PASSED, APPROVED AND ADOPTED ON this 16th day of May, 2018.

Richard D. Schneider, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
Endorsement Form for
"California for Clean Water and Safe Parks"

Californians for Clean Water and Safe Parks Endorsement Form

☑ Please list me/my organization/company as a supporter of the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018. This measure includes much needed investments to create and improve parks in urban communities; protect and restore natural resources; and improve California's flood protection system. These investments will benefit communities all across California by improving public health and environmental protection and bringing jobs to urban and rural communities.

Please select a category: ☐ Organization ☐ Company ☐ Individual

**Be sure to indicate whether you are signing up on behalf of your organization/company or if you would like to be listed as an individual supporter.*

Please complete the following information:

Company or Organization Name/Employer

Name | Title/Occupation

Street address

City | State | Zip | County

Phone number | Mobile number

E-mail Address

Signature (Required) | Date

I/We can help Californians for Clean Water and Safe Parks in the following ways:

☐ Inform and recruit others (e.g., communicate with my personal and professional networks, volunteer/speak at local events)

☐ Participate in media activities (e.g., write an opinion editorial or letter-to-the-editor)

☐ Other _____

Please return this completed form to ariel@caleec.com or mail it to 1121 L Street, Suite 309, Sacramento, CA 95814

Paid for by Californians for Clean Water and Safe Parks, sponsored by Conservation Groups. Major funding by Conservation Action Fund and the Committee for Clean Water, Natural Resources, and Parks
FPPC ID # 1399547
1100 11th Street, 5th Floor, Sacramento, CA 95814

ATTACHMENT 3
Fact Sheet from
League of California Cities

PROPOSITION 68

California Primary Election: June 5, 2018

Environmental & Social Equity Investments
- $725 million for parks in park-poor neighborhoods

California's Outdoor Spaces
- $200 million for local park grants (grants based on population)
- $15 million for park and recreation grants for jurisdictions with a population of 200,000 or less
- $30 million for competitive grants to local park districts, open space districts, and open space authorities to create, expand, or restore parks ($5 million for projects in units of the state park system managed by non-profit organizations)
- $40 million for grants to local agencies that have approved local park revenue measures

State Parks, Natural & Cultural Legacy
- $218 million for existing state parks and improving public access to parks
  - $10 million for state parks enterprise projects
  - $5 million for local agencies that operate a unit of the state park system
  - $18 million for fairground facility improvements
  - $30 million for low cost coastal accommodations
  - $25 million for state parks natural resource projects

Trails & Greenway
- $30 million for non-motorized infrastructure development and access improvements competitive grants (up to 25% for innovation transportation programs that expand outdoor experiences to disadvantaged youth)

Rural Recreation, Tourism, & Economic Enrichment
- $25 million for competitive grants to non-urbanized areas

Rivers, Creeks, & Waterways
- $162 million for river parkways and urban streams restoration
  - $37.5 million to Santa Monica Mountains Conservancy
  - $37.5 million for San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy
  - $16 million for the Santa Ana Conservancy Program
  - $10 million to the Lower American River Conservancy Program
  - $3 million for the Los Gatos Creek and Guadalupe River
  - $3 million for the Russian River
  - $10 million for parkway along the Santa Margarita River
  - $5 million for Clear Lake
  - $10 million for the River Parkways Act of 2004
  - $10 million for Urban Streams Restoration Program to the Department of Water Resources
  - $20 million for parkway along the Los Angeles River

Ocean & Coastal Protection
- $175 million for coastal and ocean resource protection
  - $35 million for grants to protect ocean and coastal ecosystems
  - $30 million for low cost coastal accommodations
  - $85 million for protection of beaches, bays, wetlands, & coastal watersheds
  - $20 million for coastal forest watershed health
  - $5 million for estuarine lagoons and coastal wildlife areas

Groundwater Sustainability
- $80 million for groundwater cleanup

Clean Drinking Water and Drought Preparedness
- $250 million for clean and safe drinking water

Conservancies & Wildlife
- $30 million for projects that implement the Salton Sea Management Program
- $180 million to state conservancies
  - $6 million to Baldwin Hills Conservancy
  - $27 million to California Tahoe Conservancy
  - $7 million to Coachella Mountains Conservancy
  - $12 million for Sacramento-San Joaquin Delta Conservancy
  - $12 million to San Diego River Conservancy
  - $30 million to Lower Los Angeles River and Mountains Conservancy
  - $6 million to San Joaquin River Conservancy
  - $30 million to Santa Monica Mountains Conservancy
  - $30 million to Sierra Nevada Conservancy
  - $20 million to State Coastal Conservancy
- $137 million to the Wildlife Conservation Board, including $5 million for regional conservation investment strategies, $52 million for Natural Community Conservation Plan projects, and up to $10 million to the UC Natural Reserve System
- $200 million for voluntary settlement agreements
- $50 million for Dept. of Fish & Wildlife deferred maintenance
- $170 million to the California Natural Resources Agency for Salton Sea

Climate Preparedness & Habitat Resiliency
- $18 million for wildlife & natural systems conservation direct expenditures and grants
- $30 million to remove barriers to between habitat areas and increase connectivity, including $10 million for the California Waterfowl Habitat Program
- $25 million to restore rivers and streams in support of fisheries and wildlife, including $5 million for salmon and steelhead projects in Klamath-Trinity watershed
- $60 million to improve wildlife & fish passage, including $30 million for Southern California Steelhead habitat
- $60 million for upper watersheds protection in the Sierra Nevada and Cascades
- $30 million to improve conditions for fish and wildlife in streams
- $40 million for grants to assist coastal communities and fisheries with climate change adaptation, with 35% to the SF Bay Area Conservancy Program, and 12% to the West Coyote Hills Program
- $30 million for innovative farm practices that improve climate resilience
- $50 million for forest restoration & fire protection including hazardous fuel load reduction and management for wildfire and climate change, with at least 30% for urban forestry projects
- $40 million to state and local conservation corps for restoration & protection projects and equipment
- $60 million to restore natural, cultural, ethnic, and community resources, and convert fossil fuel plants to green space, with $20 million of this amount for multi-benefit "green infrastructure" benefiting disadvantaged communities

Flood Protection and Repair
- $550 million for flood protection and repair, including $350 million for flood protection, $100 million for stormwater, mudslide, and other flood-related protections, and $100 million for urban multibenefit flood projects

Regional Water Sustainability
- $290 million for regional water sustainability, including $50 million for groundwater sustainability planning
- $100 million for water recycling, including $20 million for agricultural operations to implement irrigation systems that save water

PROPOSITION 68

California Primary Election: June 5, 2018

Local Government & Smart Growth Communities

The Committee for Clean Water, Natural Resources, and Parks (CWNRP) members worked hard alongside state legislators to successfully pass SB 5, a bond measure that voters will decide in June 2018. If passed by voters, the measure would provide $4 billion that would reduce local spending, lower disaster risk and associated costs, increase local and regional revenues, create local jobs, and foster thriving, sustainable communities.

THE SB 5 BOND REDUCES LOCAL SPENDING

- ✓ Allows local governments to build water projects that reduce operating costs by increasing water efficiency or allowing local entities to purchase less water
- ✓ Allows local governments to make required repairs to park infrastructure and complete other needed parks projects consistent with existing city, county, or district park expenditure plans
- ✓ Allows local governments to undertake needed flood protection projects and avoid flooding costs
- ✓ Allows local governments to provide essential protections for their communities against climate change impacts, and avoid costs associated with climate change impacts

THE SB 5 BOND INCREASES LOCAL REVENUE

- ✓ Allows local governments to develop visitor centers, county fairs, aquatic facilities, fitness centers, regional sports complexes, and other revenue-earning attractions
- ✓ Allows local governments to update, expand and acquire parks, and generate local revenue from park programming and private events
- ✓ Allows local governments to acquire or expand open space, green infrastructure, urban forestry, efficient landscaping, bike and walking paths, trails and other smart community growth features that create local revenues via increased property values, business influx, and diverse income earners, among other things
- ✓ Allows local governments to enhance or create place-specific revenue-earning recreational and tourism opportunities

THE SB 5 BOND CREATES LOCAL JOBS

- ✓ Grows and supports California's $92 billion outdoor recreation economy with over 700,000 local jobs and billions of dollars in local and state revenues
- ✓ Grows and supports California's tourism economy
- ✓ Provides up to 5% of bond funds for community workforce development
- ✓ Provides that to the extent practicable a project that receives bond funds will provide workforce education and training, contractor, and job opportunities for disadvantaged communities

Thriving local communities for all.

For More Information and Updated Materials: http://www.cprs.org/page/advocacy

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA:	May 16, 2018
TO:	Honorable Mayor and City Council
VIA:	Stephanie DeWolfe, City Manager
FROM:	Karen Aceves, Principal Management Analyst
SUBJECT:	**Approve an Agreement with EVgo Services, LLC for the Installation of Two Publicly Available Electric Vehicle DC Fast Chargers, at the Hope and Mound Public Parking Lot**

Recommendation Action
Approve an Agreement with EVgo Services, LLC for the installation of two publicly available Electric Vehicle (EV) DC Fast Chargers, at the Hope and Mound Public Parking Lot and authorize the sole use of three parking spaces for the operation of the EV chargers for a ten-year term.

Commission Review and Recommendation
This matter was not reviewed by a commission.

Executive Summary
This agreement provides the City an opportunity to analyze methods for future installation of EV infrastructure in the community at no cost to the City of South Pasadena (City). The High-Speed EV Charging Station at the Hope and Mound lot will serve as a convenient location for the local and regional EV charging network. The recommended agreement would authorize EVgo to expand the City's EV charging services with new, advanced high-power DC fast charger technology in a central location. Supporting innovative EV implementation with EVgo would enable the City to evaluate new types of EV applications. This approach is a first step to expanding permit processes to accommodate curbside charging citywide.

Discussion/Analysis
In January 2018 the City expressed interest in Volkswagen settlement funds for EV charging stations. As a result of the settlement fund, EVgo, a private charging company, received funds to install a set amount of chargers in the Los Angeles County area. EVgo contacted the City to enter into a public/private partnership in which EVgo would pay for the installation and manage the entire program. In exchange, the City would provide three parking spaces and 24 hour access to its charging spaces. EVgo funding is set to expire and requires installation of the charging stations by December 31, 2018. EVgo reached out to the City because they identified the need and request for EV charging stations in the community.

AGENDA ITEM 23

Entering into this agreement would allow the City to provide cost effective charging stations which would provide a convenient service, and potentially increase business in the area. EVgo agrees to provide the following services:

a. EVgo shall be responsible for all operation and maintenance of the Charging Station(s).

b. The Charging Station(s) shall be available to EVgo Customers as part of its public network of EV charging stations.

c. EVgo Customers shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. EVgo and its employees, contractors, and vendors may, at any time during the Term, access the Premises and Host Property to maintain, inspect, repair, upgrade or replace any portion of the Charging Station(s).

Background
The City has approved the Hope and Mound Lot for EV charging stations and has spent several years pursuing grant opportunities to raise enough funds to cover the cost of installation. Currently, the cost for the City to install the chargers is approximately $50,000, which does not include the cost for operation and maintenance. The City previously secured $10,000 from AQMD funds for this project, however, due to funding shortfall did not pursue the project and continued to seek funding opportunities.

Staff has determined the most cost effective options is to partner with a private entity that will assume the responsibility of installing, operating and maintaining the program.

Legal Review
The City Attorney has reviewed this item.

Fiscal Impact
There is no negative fiscal impact as a result of entering into this agreement. EVgo will be responsible for installation, operation and maintenance of the chargers. Electricity costs will be reimbursed to the City quarterly based on usage.

Environmental Analysis
This action is categorically exempt pursuant to CEQA Guideline 15303 which addresses the installation of small new equipment in small structures.

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

Attachment: Agreement

CHARGING SERVICES AGREEMENT
(EVgo Public Network)

Host: City of South Pasadena **Agreement Date**: May 16, 2018

This Charging Services Agreement ("Agreement") is entered into as of the Agreement Date by Host and EVGO SERVICES LLC, a Delaware limited liability company ("EVgo"). Capitalized terms not defined herein shall have the meanings given to them in the attached Terms & Conditions, attached as Exhibit A and incorporated by reference herein.

A. Premises

Host Property: [insert description] located at: [INSERT ADDRESS]

The location where the Charging Station(s) shall be installed at the Host Property (the "Premises") is shown on the attached Exhibit B.

B. Charging Services

1. Term.
   a. The term of this Agreement (as extended from time to time, the "Term") shall commence on the Agreement Date, subject to the Terms & Conditions, and continue until ten (10) years following the date the Charging Station(s) are first operational (the "Commencement Date"). The Agreement will automatically renew for successive one (1)-year periods, unless terminated by either party upon at least thirty (30) days prior written notice. EVgo shall send to Host notice of the Commencement Date within a reasonable period following the occurrence of such date.

   b. This Agreement may be terminated upon (30) days' written notice to either party without penalty or fee:

      i) in the case of EVgo, at any time prior to the submission of the permit application for construction of the Charging Station(s) at the Host Property or in the event that EVgo determines that the construction or continued operation of the Charging Station(s) is impracticable or uneconomical; and

      ii) in the case of Host, in the event the Commencement Date has not occurred within twelve (12) months following the Agreement Date; provided that Host's rights shall terminate upon the Commencement Date.

2. Charging Services. During the Term, EVgo shall provide the following services (the "Charging Services"):

   a. EVgo shall, at its sole cost and expense, retain a licensed contractor to install:
      - ___ (_#_) DC Fast Charging Station(s);
      - Related equipment, hardware, software, signage and supporting equipment and structures.

      The foregoing is collectively referred to as the "Charging Station(s)."

   b. EVgo shall be responsible for all operation and maintenance of the Charging Station(s).

c. The Charging Station(s) shall be available to EVgo Customers as part of its public network of EV charging stations.

d. EVgo Customers shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. EVgo and its employees, contractors, and vendors may, at any time during the Term, access the Premises and Host Property to maintain, inspect, repair, upgrade or replace any portion of the Charging Station(s).

3. Exclusivity. Host hereby grants EVgo an exclusive right to provide electric vehicle charging services at the Host Property during the Term hereof.

4. Electricity.

Use for Separate Meter:
Unless otherwise agreed by the parties, EVgo shall be responsible for all electricity costs of the Charging Station(s) by obtaining separately-metered electricity service. Host shall reasonably cooperate with EVgo's efforts regarding the provision of electricity to the Charging Station(s). Neither Host nor EVgo has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Charging Station(s), unless the cause of the interruption is covered by the party's indemnity provided for in the Terms and Conditions.

Use for Electricity Reimbursement:
Host shall be responsible for timely payment of all electricity costs to the local utility provider and EVgo shall reimburse Host for all electricity costs of the Charging Station(s) as described herein. EVgo shall use data provided by the Charging Station(s) to measure in kWh the electricity usage of the Charging Station(s). EVgo shall pay to Host, beginning on the Commencement Date and continuing thereafter throughout the Term, a quarterly fee to compensate Host for such electricity usage (the "Reimbursement Amount") equal to the product of $[insert dollar amount] ("Rate") and the number of actual kWh used, as measured by the Charging Stations, *plus* $[insert dollar amount (derived from site development to compensate for demand charges)] ("Deemed Demand").

During the Term, either Party shall have the right to request an adjustment to the Rate and/or Deemed Demand following a material change in the applicable tariff rate or another reasonable basis for revising the Rate, provided such Party provides appropriate supporting documentation. Adjustment shall be applied as of the first day of the next calendar month and, absent any further adjustment, for each calendar month thereafter for the remainder of the Term.

Neither Host nor EVgo has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Charging Station(s), unless the cause of the interruption is covered by the party's indemnity provided for in the Terms and Conditions.

5. Removal Upon Termination. Promptly following the termination of this Agreement, EVgo shall remove the Charging Stations and all of EVgo's other property associated with the Premises from the Host Property.

C. Installation Activities.

1. Subject to the requirements of the Terms and Conditions, EVgo shall, at its sole cost and expense, be responsible for all installation activities (the "Installation Activities") required to support the operation of the Charging Station(s) and Charging Services, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

2. On completion of the installation of the Charging Station(s), EVgo shall retain all ownership rights therein and shall have the right to remove a portion of the same at any time during the Term, whether or not said items are considered fixtures and attachments to the Premises under applicable laws.

D. **Other Provisions**. NONE.

HOST:

CITY OF SOUTH PASADENA

By: _____

Name: Stephanie DeWolfe

Title: City Manager

Notice Address:

1414 Mission Street
South Pasadena, CA 91030
Attn: City Manager Stephanie DeWolfe

EVGO:

EVGO SERVICES LLC,
a Delaware limited liability company

By: _____

Name: Scott Moretz

Title: Director, Site Host Development

Notice Address:

11390 West Olympic Blvd., Suite 250
Los Angeles, CA 90064
Attn: CEO

with a copy to:

11390 West Olympic Blvd., Suite 250
Los Angeles, CA 90064
Attn: Director of Legal Affairs

Exhibit A

Terms and Conditions

See attached.

TERMS & CONDITIONS

A. GENERAL

1) **Premises.**

a) During the Term (as defined in the Agreement), Host grants to EVgo a license to use and occupy the Premises for, as applicable, the design, development, construction, installation, and other activities set forth in the Agreement, including without limitation the installation, operation, maintenance, repair, security, replacement, and removal of Charging Stations, signage and associated equipment within the Premises. In addition, Host grants to EVgo the right to use and occupy areas of the Host Property adjacent to the Premises for the construction and installation of the Charging Stations, and EVgo shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits and Host.

b) Host shall cause the Premises to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Host Property that are under Host control are maintained. Unless otherwise specified in the Agreement, Host shall take reasonable measures to discourage and prevent anyone other than authorized EVgo Customers (defined below) from parking in the Premises.

2) **Charging Services**. During the Term, EVgo shall provide the Charging Services described in the Agreement.

a) Charging Stations on EVgo's public network shall be accessible to all EVgo subscribers and customers ("EVgo Customers"), who shall be charged in amounts reasonably determined by EVgo, which may change from time to time in EVgo's sole discretion.

b) Host will have access to the same customer support that EVgo generally provides to EVgo Customers, which includes phone support and attempted diagnosis of any technical issue encountered in using any Charging Station. The applicable customer support phone number shall be displayed on or near each Charging Station.

3) **Operation and Maintenance.**

a) Subject to the terms and conditions of the Agreement, EVgo will operate the Charging Stations for the benefit of EVgo Customers and shall use commercially reasonable efforts to maintain the Charging Stations in good working order and repair.

b) To the extent Host has actual knowledge of the same, Host shall promptly notify EVgo and, as appropriate, emergency response personnel regarding any malfunction of a Charging Station.

4) **Taxes**. EVgo is solely responsible for personal property taxes imposed on the Charging Stations. Each party is responsible for its own income, franchise and similar taxes.

5) **Method of Payment**. For any amounts owed by EVgo to Host, on or before the thirtieth (30th) day following the applicable due date (or at the end of each calendar month in the case of monthly payments), EVgo shall make a payment to Host of such amount by ACH or other method mutually agreed upon by EVgo and Host. Prior to Host receiving any accrued payments owed under the Agreement and in order to facilitate such payments, EVgo shall formally request and Host shall provide EVgo certain information, including, without limitation, a completed Form W-9 and valid ACH payment information.

6) **Termination**.

a) The Agreement may be immediately terminated for cause by either party in the event of the following:

i) *Breaches*. The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice.

ii) *Insolvency*. The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

b) Within sixty (60) days following the termination of the Agreement, EVgo shall remove its property associated with the Premises from the Host Property.

7) **Promotional Activities.** During the Term of the Agreement, EVgo may promote the availability of the Charging Stations (to the extent they are on EVgo's public network of EV charging stations) through traditional and/or electronic media, including providing the address of the Host Property and a description thereof. No party shall use the other party's trade or service marks, logos or other proprietary materials without the prior written consent of the other party.

8) **Signage**. Subject to Host's prior approval, EVgo may place EVgo-branded signage within the Host Property and around the Premises at EVgo's sole cost and subject to applicable laws and regulations. At no time may Host place any signage on EVgo property.

9) **Installation Activities.** The term "Installation Activities" shall refer to the installation activities described in the Agreement.

a) Before beginning the Installation Activities, EVgo shall provide a copy of the construction schedule and installation plans to Host for its approval, which approval shall not be unreasonably delayed or withheld. No work will begin until plans have been approved by Host and all applicable permits and certifications have been obtained.

b) EVgo shall designate the contractors and/or other service providers who will be performing the Installation Activities.

c) With respect to its Installation Activities, EVgo shall ensure that it or its designated contractor(s) and/or service providers:

i) obtain from governmental authorities all licenses, permits, or other approvals (collectively, "Approvals") required to conduct such installations. Host will reasonably cooperate with EVgo's designated contractors and service providers as required to obtain such Approvals;

ii) bring on the Premises and permitted adjacent areas of the Host Property only those materials and equipment that are being used directly in the Installation Activities;

iii) perform Installation Activities only during times and days acceptable to Host and in a manner so as to not unreasonably interfere with Host's business operations;

iv) not permit or suffer any mechanic's or materialmen's liens to attach to the Premises. If such a lien attaches to the Premises, EVgo shall remove or bond over such lien at EVgo's sole cost and expense, within twenty (20) days of EVgo receiving written notice thereof from Host.

d) Host shall reasonably cooperate with EVgo to facilitate the Installation Activities, including the provision of electricity to the Charging Stations. With respect to any construction or other installation activities not directed by EVgo, EVgo shall have no responsibility or liability for any such activities, including obtaining Approvals.

B. REPRESENTATIONS, WARRANTIES & COVENANTS

1) **General.** Each of Host and EVgo hereby represents and warrants to the other that, as of the Agreement Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of the Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform the Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) the Agreement constitutes a legal, valid and binding obligation of such party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under the Agreement.

2) **Consents and Approvals.** Host further represents, warrants and covenants that it has obtained or shall obtain prior to the commencement of EVgo's Installation Activities or Charging Services any and all consents or approvals required in order for Host to grant the rights and perform its obligations under the Agreement, and for EVgo to take the actions contemplated in the Agreement.

C. INSURANCE

1) **EVgo Insurance.**

a) During the Term, EVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance, and Employer's Liability limits of $1,000,000 per accident per employee; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than $1,000,000 per occurrence, $2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of $1,000,000; and (iv) $1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

b) With respect to EVgo's Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, Host shall be included as an additional insured with respect to liability arising out of EVgo's performance under the Agreement. EVgo shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host as to the acts or omissions of EVgo.

2) **Host Insurance.** During the Term, Host shall maintain in full force and effect, at its cost and expense: (i) full replacement cost Property Insurance (written on an "all-risk/special perils" basis) for (1) the Host Property and all improvements thereon (but excluding any EVgo property); and (2) all personal property and trade fixtures owned by Host located at the Host Property; and (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than $1,000,000 per occurrence, $2,000,000 aggregate.

3) **Policy Requirements.** The insurance policies required under Sections C(1) and C(2) shall: (a) be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Agreement Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; and (b) contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein. From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

4) **Waiver.** Anything in the Agreement to the contrary notwithstanding, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property and any improvements thereon, the Charging Stations, or t the personal property of either party, or its Related Parties, as define in Section (D)1, regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

5) **Casualty and Condemnation.** If any portion of the Host Property is damaged by fire or other casualty in a manner that adversely affects EVgo's use of the Premises, then either party may, within thirty (30) days of the date of such fire or other casualty elect to terminate the Agreement on written notice to the other party. If any portion of the Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect EVgo's use of the Premises, then EVgo may elect to terminate the Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority.

D. INDEMNITY

1) **Indemnification.** Each party shall indemnify and hold harmless the other party and its respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees ("Related Parties") from and against all third party claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") that arise out of or result from (i) any willful misconduct or negligence of such party or its Related Parties, (ii) any breach by such party of i obligations, representations or warranties under the Agreement; and (iii) in the case of EVgo, the use of the Premises by EVgo or its Related Parties, except to the extent arising out of or resulting from any willful

misconduct or negligence of Host or its Related Parties.

2) **Limitation of Liability**. **In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to the Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party's total liability to the other party and its Related Parties on an aggregate basis arising out of or in connection with the Agreement, whether in contract or in tort, shall not exceed the total amount expended by the other party directly in connection with the Agreement, except as it applies to a party's obligations pursuant to Section D(1).**

E. MISCELLANEOUS

1) **Notice**. Any notice provided or permitted to be given under the Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as set forth in the Agreement. Each party may change its address for notice by giving notice thereof to the other party.

2) **Assignment**. The Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. In the event the Premises is transferred or Host ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under the Agreement (each, a "Transfer Event"), Host shall assign its rights and obligations under the Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event.

3) **No Agency Relationship**. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in the Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

4) **Conflict; Severability**. In any conflict between the Agreement and these Terms & Conditions, the Agreement shall control. If any term of the Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not invalidate the remainder of the Agreement and the Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

5) **Survival**. The provisions of Sections A(6)(b), C(4), D, and E(6) shall survive termination of the Agreement.

6) **Governing Law; Waiver of Jury Trial**. The Agreement shall be governed by and interpreted in accordance with the internal laws of the state where the Host Property is located without giving effect to conflict of law rules. The parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning the Agreement, and agree that any and all litigation between them arising from or in connection with the Agreement shall be determined by a judge sitting without a jury.

7) **No Waiver**. The failure of a party to insist on strict performance of any provision of the Agreement does not constitute a waiver of or estoppel against asserting the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute the same with respect to a later obligation or breach.

8) **Remedies**. The rights and remedies provided by the Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9) **Force Majeure; Change in Law**. Neither party is responsible for any delay or failure in performance of any part of the Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for EVgo to perform its obligations under the Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, EVgo may, at its option, immediately suspend performance under the Agreement and/or terminate the Agreement upon notice to Host and without penalty.

10) **Attorneys' Fees**. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of the Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

11) **No Third Party Beneficiaries**. The Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

12) **Integration; Amendments**. The Agreement contains all Agreements, promises and understandings between the parties, and that there are no verbal or oral Agreements, promises or understandings between the parties. Any amendment, modification or other change to the Agreement shall be ineffective unless made in a writing signed by the parties hereto.

13) **Counterparts**. The Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

14) **Construction**. All documents or items attached to, or referred to in, the Agreement are incorporated into the Agreement as fully as if stated within the body of the Agreement. Each party has cooperated in the drafting, negotiation and preparation of the Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.

Exhibit B

Premises

See attached drawing.

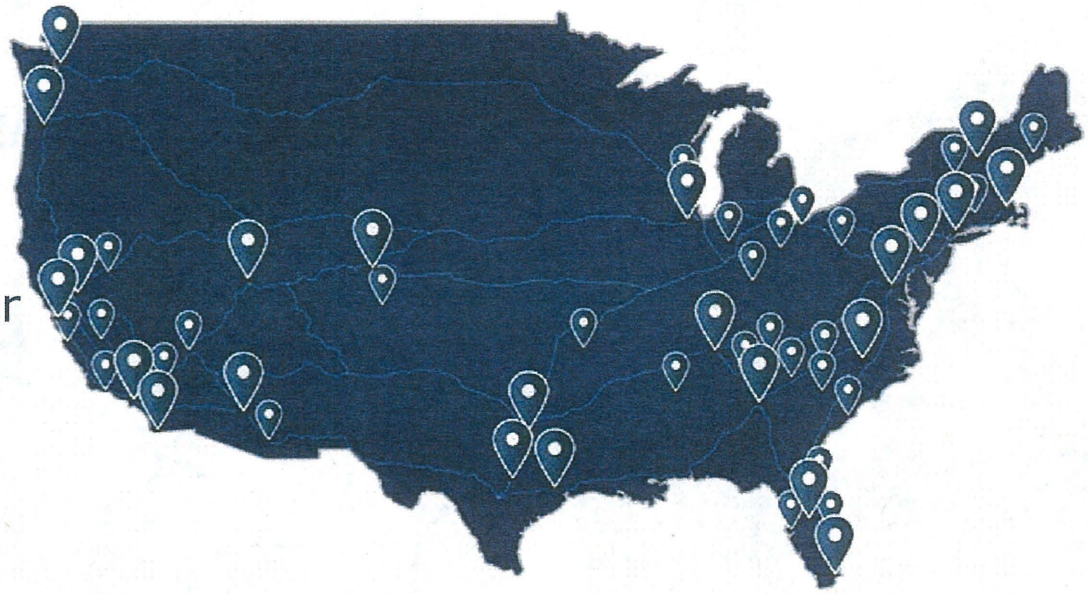
Freedom Stations

EVgo

23-11

EVgo: Largest Public Fast Charging Network

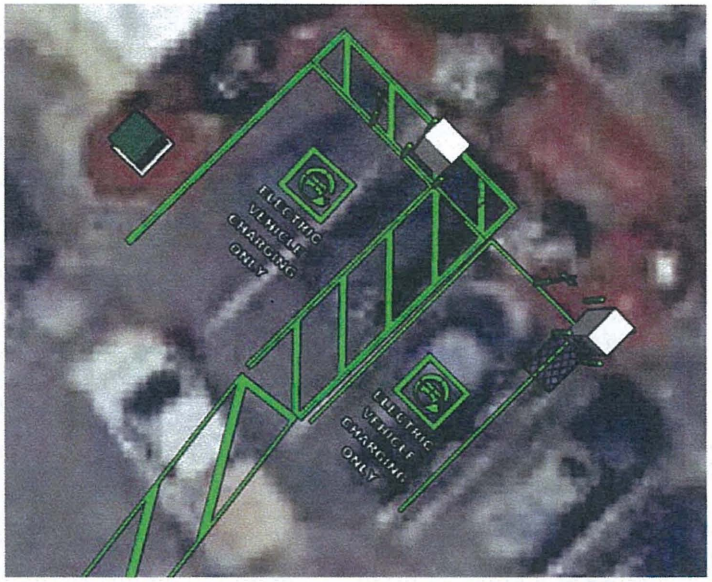
- 1,050+ 50kW DC Fast Chargers
- 700+ locations in 66 markets
- 1,000,000+ charging sessions /yr
- 50+ million miles powered / yr
- 97.9% Charger Reliability

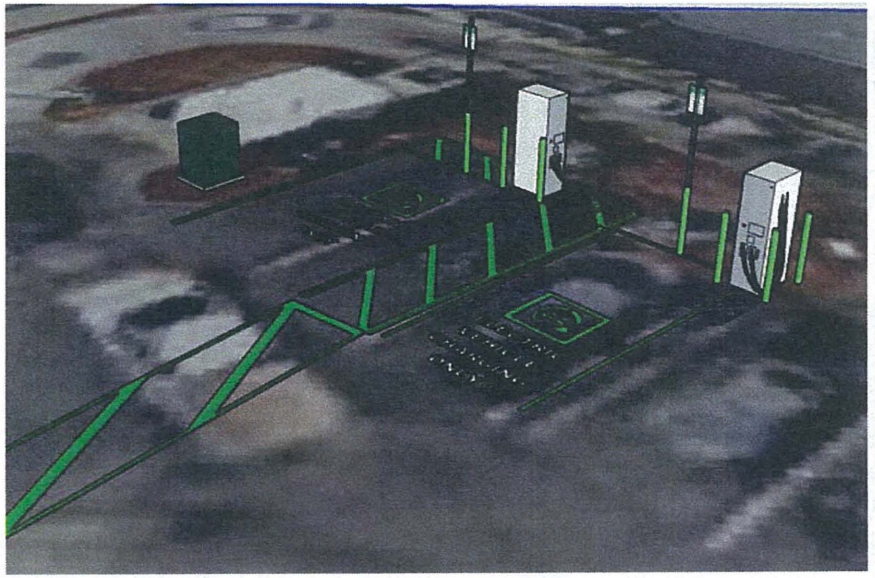


23-12

Freedom Stations

Sample Station Layout





EVgo

Requirements for Freedom Stations

Criteria:

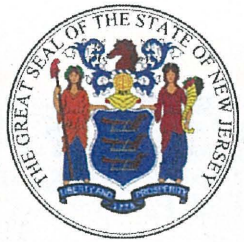
- (2-4) 50kW chargers – (4) spaces
- Retail Presence
- Proximity to highways
- Prefer 24/7 Access

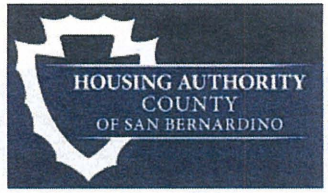
EVgo

Benefits

- No cost for installation, equipment, maintenance or energy
- Increase customer traffic –
  - EV drivers tended to be environmentally conscious, well-educated with a high disposable income
- Achieve the sustainability goals of the state and municipalities
- Encourage EV adoption
- Bring Customers to your Store - they can't charge their cars online

Partners





EVgo

EVgo

Thank you for your time!

QUESTIONS?

Kevin Kelleher
kevin.kelleher@evgo.com
(310) 912-9037

City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Mariam Lee Ko, Interim Finance Director
Karen Aceves, Principal Management Analyst

SUBJECT: **Presentation Regarding Proposed Budget for Fiscal Year 2018-19**

Recommendation
It is recommended that the City Council review the proposed Fiscal Year (FY) 2018-19 budget and provide feedback to staff. The final budget will be presented to City Council for adoption on June 6, 2018.

Commission Review and Recommendation
The budget will be presented to the Finance Commission prior to the June 6, 2018 City Council Meeting.

Community Outreach
On April 16, 2018, a randomized Community Survey was sent out via e-mail to residents. The survey included several budget questions which were used to inform the proposed budget. On May 10, 2018, the City received the results of the Community Survey highlighting budget priorities. Nearly all residents surveyed (95%) rated the quality of life in South Pasadena as excellent or good. The highest priority in the community is fixing streets and sidewalks followed by reducing traffic congestion. Residents who responded to the survey expressed they were most satisfied with the City's efforts to provide Fire protection and emergency medical services, Library services, City parks and recreation facilities, senior services, protecting the environment, and Police services.

Residents were asked to select options to reduce the budget deficit if needed. The least popular options were cutting back on street maintenance and infrastructure repairs, reducing the number of firefighters and paramedics, and reducing the number of police officers resulting in an increase in response times. The full results of the survey will be presented under separate cover.

Background
Each year the City is required to adopt a budget for the operation of the City. The budget serves as the City's financial plan for the Fiscal Year beginning July 1st through June 30th and defines City priorities for the provision of services to the public.

AGENDA ITEM 24

General Fund Revenues: $27,468,618

The General Fund (GF) anticipated revenue includes a three percent increase over last year due to sustained increases in property taxes, the City's largest revenue source. Over the past five years, total revenue has increased at a rate of one to two percent per year on average.

The City's top revenue sources include the following:

- Property Tax (51%),
- Utility User Tax (12%)
- Sales Tax (11%)
- User Fees (4%)

While property tax continues to rise steadily, the Utility User Tax (UUT) has declined, and sales tax and user fees have remained steady.

Because overall annual revenue increases are gradual, the City must rely more on enterprise funds, local return funds, and grants to support the increasing cost of service delivery.

General Fund Expenditures: $27,413,142

The FY 2018-19 proposed annual budget is $27,413,142 which represents a three percent increase in general fund expenditures. The City's main expenditures can be attributed to the following:

- Personnel (72%)
- Operations and Maintenance (22%)

There are no proposed increases in regular full time staff (FTE) for FY 18-19. In addition, the City did not increase wages as part of the approved 2017-2019 Memorandums of Understanding with labor groups. The increase in proposed expenditures is largely due to increases in mandated pension liability, workers compensation, and health insurance costs.

Undesignated Reserve

With the adoption of the FY 2017-18 budget, the City Council set the undesignated reserve level at 25%. That standard continues to be met in the proposed FY 2018-19 budget.

Designated Reserve

There are several items proposed in the designated reserve which continue building CIP funding for prioritized projects, including renewable energy sources, stormwater, and mandated costs such as retiree benefits and legal services.

Fund	*FY 17-18 Year End Balance*	*FY 18-19 Proposed Adjustments*	*FY 18-19 Proposed Fund Balance*	*Comments*
Financial Sustainability	-	$900,000	$900,000	
Arroyo Seco Golf Course/ Bicycle and Pedestrian Trail	$600,000	-	$600,000	FY 17-18 expenditure - $500,000 to complete trail project
Renewable Energy Sources	$350,000	$350,000	$700,000	

Fund	*FY 17-18 Year End Balance*	*FY 18-19 Proposed Adjustments*	*FY 18-19 Proposed Fund Balance*	*Comments*
Legal Services	$500,000	-	$500,000	
Retiree Benefits (Pension/Health)	$1,000,000	-	$1,000,000	
Maintenance Yard/ Community Center	$317,130	-	$317,130	FY 17-18 expenditure - Comm Cntr EIR
Library Expansion	$200,000	-	$200,000	
Emergency Operations Center	$195,000	-	$195,000	FY 17-18 mid-year budget adjustment - $205,000 for EOC remodel project
CalTrans Vacant Lot Purchases	$391,600	-	$391,600	FY 17-18 expenditure - $358,400 for purchase of two Caltrans vacant properties
StormWater	$300,000	$300,000	$600,000	
Tree Replacement/Mgmt	$0	-	-	FY 17-18 expenditure - $50,000 budget line item in LLMD acct
General Plan/MSSP	$0	-	-	FY 17-18 expenditures for General Plan Update

Priorities

The City has made significant accomplishments toward community goals during the current Fiscal Year:

- Public Works Department completed maintenance and resurfacing of streets totaling $2.3 million and implemented a Citywide Styrofoam ban ordinance;
- The Community Services Department increased the number of senior meals by 20% and began renovation of the historic Eddie Park House;
- The Finance Department began the process of creating a long range financial plan to navigate future financial challenges;
- The Police Department created a self-defense course and introduced an ordinance banning smoking on City sidewalks;
- The Fire Department graduated three Community Emergency Response Team (CERT) classes and initiated upgrade of the Emergency Operations Center to improve response to catalytic events;
- The Planning and Building Department began the General Plan update and adopted a comprehensive Cultural Heritage Ordinance;
- The Library showcased a five day "sanctuary" art exhibition and conducted a summer reading program with over 2,000 young participants;
- Management Services Department developed the first five year Capital Improvement Plan and initiated the creation of a citywide transparency and communications program.

The City also began the development of a new strategic plan and verified the appropriateness of priority goals through the community survey, including:

- Fiscal resiliency;
- Economic development to strengthen local business districts;
- Emergency preparedness and disaster recovery;
- Infrastructure and environmental programs;
- Planning for affordable housing;
- Enhanced customer service through innovation.

Based on these goals the following priorities have been included in the proposed operating budget:

- Additional General Funds for street repairs. (Additional costs will be offset by new local return revenue i.e. Measure M and SB 1 as noted in the Capital Improvement Plan);
- Completion of financial studies regarding potential revenue sources and fiscal sustainability alternatives;
- Completion of an economic development plan;
- Citywide upgrades to the 30-year old phone system as indicated in the Capital Improvement Plan;
- Study of an ordinance regulating seismic reinforcement of soft story buildings;
- Completion of an inclusionary housing ordinance to create affordable housing in compliance with State mandates;
- Completion and implementation of the Citywide transparency and communications plan;
- Completion of upgrades to the Emergency Operations Center to meet new technology and operations standards;
- Investment in solar technology and upgrades to City facilities.
- Address Municipal Separate Storm Sewer System (MS4) regulatory requirements.

Future Challenges

The City faces several financial challenges in the coming years and must be fiscally conservative with the proposed budget in anticipation of these challenges. In the November 2018 General Municipal Election, the City faces the threat of the repeal of the UUT. The loss of this revenue source, currently 12% of General Fund revenue, would force significant cuts to all City programs and services. A staff report proposing specific service cuts that will be implemented if the ballot measure is successful, will be presented for City Council approval in July.

The City continues to face ongoing challenges from CalPERS and increasing retirement costs. Implications of State actions are projected to result in a deficit to the City beginning in FY 2020-2021. Staff is working with CalPERS and with independent actuarial consultants to refine the impacts in future years and to develop plans to offset the costs. A long range fiscal sustainability plan, consistent with strategic goals, will be presented to City Council later this year.

Fiscal Impact
General Fund revenues for FY 2018-19 are estimated at $27.5 million. General Fund expenditures for City operations in FY 2018-19 are projected to be $27.4 million. The total operating budget including enterprise funds, local return, special funds and grant funds is approximately $60 million. On April 26, 2018 the Finance Commission recommended special funds be expended before using General Fund monies whenever appropriate.

Legal Review
The City Attorney did not review this report.

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

Attachment: Expenditure Details by Department

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MANAGEMENT SERVICES
FISCAL YEAR 2018-19 BUDGET SNAPSHOT

OVERVIEW

The Management Services department is pleased to submit the Fiscal year 2018-19 budget proposal. Management services provides services and support to all City departments and acts as a liaison to the community through public outreach. The department special projects in FY 18-19 will focus on Legislative affairs, Economic Development, and Public Engagement through information campaigns. The Human Resources branch will continue to promote employee training and streamlined services for applicants and employees. The City Clerk will manage elections and provide support for and manage Information Technology.

Notable Changes- Wages and Benefits

As part of the Employee Memorandum of Understanding (MOU) there were no wage increases for Fiscal Year 2018-19, however, there are Increases due to increased cost for group health insurance approved by the MOU and continued increase in retirement costs. One FTE was moved from Management Services to Public Works (Environmental Services).

Notable Changes- Operations and Maintenance

Increase in Professional Services Budget for negotiation of Personnel Rules & Regulations

Increase in Contract Services due to annual increases for various contracts, including NeoGov, Vision Internet, ADA Services, etc.

Increase in Election budget due to upcoming November General Municipal Election.

Capital Outlay

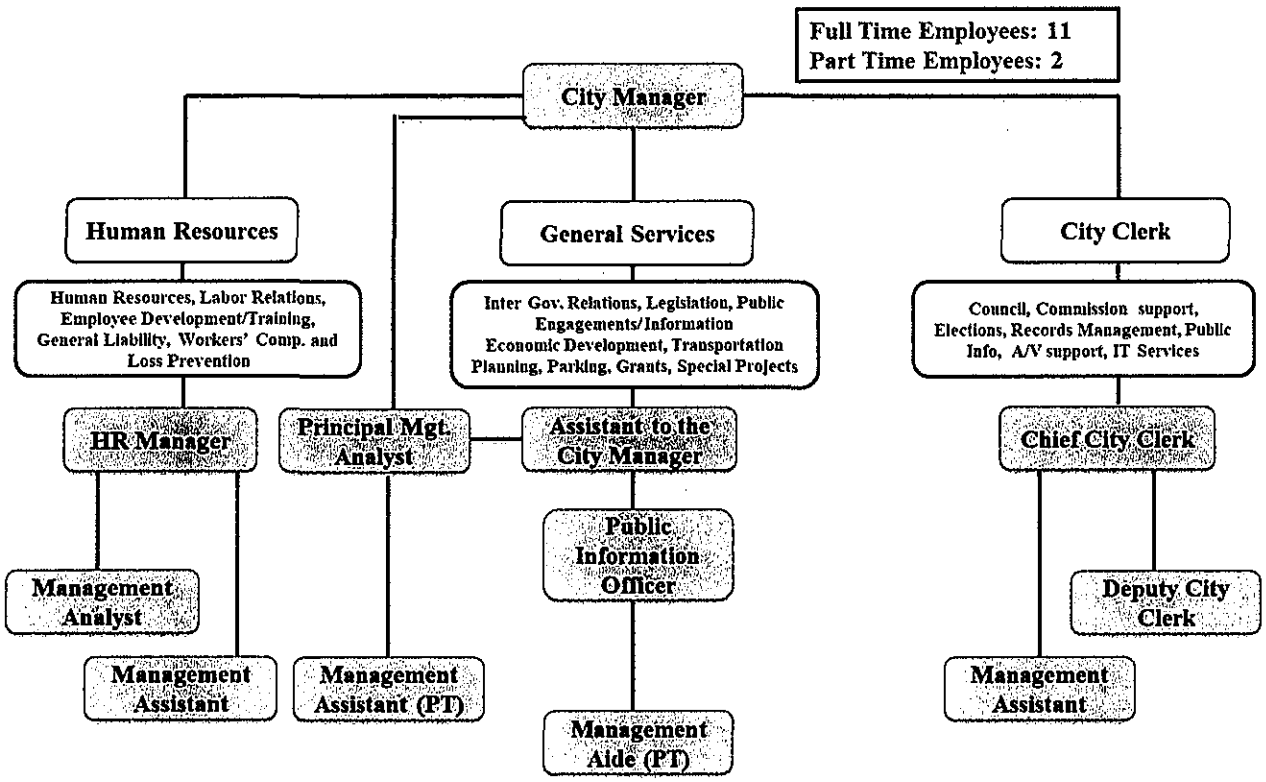
Citywide VOIP phone system included in the Capital Improvement Plan ($200,000)

MANAGEMENT SERVICES
Department Summary

EXPENDITURE SUMMARY	Actual 2014/15	Actual 2015/16	Actual 2016/17	Budget 2017/18	Estimated 2017/18	Proposed 2018/19
Wages & Benefits	1,071,503	1,366,435	1,256,482	1,296,816	1,058,362	1,077,084
Operations & Maintenance	1,362,579	1,373,981	1,470,640	1,513,895	1,467,732	1,625,500
Capital Outlay	52,713	205,672	97,600	68,000	64,750	87,600
Total Expenses by Category	**2,486,795**	**2,946,088**	**2,824,722**	**2,878,711**	**2,590,844**	**2,790,184**
[101-2011] City Manager	830,416	743,916	955,009	971,844	842,031	792,000
[101-1021] City Clerk	366,552	393,222	443,823	463,822	384,531	478,184
[101-1022] Elections	1,287	64,149	3,600	8,600	-	65,050
[101-2013] Human Resources	247,364	113,228	171,300	219,400	259,650	623,477
[101-2021] Transportation Planning	222,373	205,599	187,000	187,000	69,600	85,000
[101-2032] Information Services	-	-	-	490,045	459,600	477,500
[101-3032] Information Services	302,807	407,339	490,990	-	-	-
[101-2501] Legal Services	255,007	261,455	265,000	265,000	265,000	265,000
[103-2501] Insurance Fund	14,207	45,830	60,000	65,000	124,987	95,000
[105-3032] Facilities & Equipment Replacement	52,205	203,032	-	-	-	200,000
[211-2011] CTC Traffic Improvement	266	-	-	-	-	-
[218-2270] Clean Air Act	429	-	40,000	-	11,246	15,000
[220-2301] Community Promotion	163,500	138,000	138,000	138,000	164,550	139,500
[226-2029] Mission Meridian Public Garage	30,382	18,938	26,000	26,000	9,650	93,000
[248-2011] BTA	-	187	44,000	44,000	-	-
[249-2011] Golden Street	-	351,193	-	-	-	-
Total Expenses by Program	**2,486,795**	**2,946,088**	**2,824,722**	**2,878,711**	**2,590,844**	**3,328,711**

City Manager	1
Assistant to the City Manager	1
Chief City Clerk	1
Human Resources Manager	1
Principal Management Analyst	2
Senior Management Analyst	
Management Analyst	1
Deputy City Clerk	1
Management Assistant	2
Total	**10**

MANAGEMENT SERVICES
Department Description and Authorized Positions



The City Manager is appointed by the City Council and serves as the Chief Administrative Officer, ensuring that the policies of the Mayor and City Council are executed effectively and efficiently. Specific areas of responsibility include oversight of seven operating departments, public information and public engagement, following up on citizen concerns, providing recommendations to promote organizational efficiency and overseeing the development and presentation of the annual budget. Functional areas within the Management Services Department are:

General Services:	Transportation, Parking, Legislative Affairs, Public Engagement, Economic Development, and Special Projects
Human Resources:	Human Resources Management, Recruitment, Employee Training, Risk Management and Labor Relations
City Clerk:	Records Management, Elections, Public Information, Boards, Commissions, and City Council Support, Information Technology, Audio and Visual Support,

MANAGEMENT SERVICES

Budget Detail 101-2011

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	577,304	486,533	568,768	602,886	260,976	538,916	442,740
7010	000	Salaries - Temp / Part	25,685	41,844	40,549	70,000	7,619	55,000	70,000
7015	000	Salaries - Golden Streets	-	31	-	-	-	-	-
7020	000	Overtime	4,613	3,884	3,644	2,500	-	500	-
7055		IOD - Non Safety	-	-	-	-	271	271	-
7070	000	Leave Buyback	6,207	2,477	22,701	6,000	1,557		6,000
7100	000	Retirement	88,354	90,114	111,169	133,524	88,266	97,602	122,547
7108	000	Deferred Compensation	4,094	3,407	3,944	8,830	543	2,769	4,427
7110	000	Workers Compensation	17,876	14,833	20,780	9,295	4,293	9,306	6,841
7120	000	Disability Insurance	-	-	8,792	-	-	-	-
7122	000	Unemployment Insurance	-	-	-	-	-	-	-
7130	000	Group Health Insurance	42,789	43,915	41,983	42,868	19,061	40,451	38,899
7140	000	Vision Insurance	1,320	1,329	1,284	1,384	526	1,088	796
7150	000	Dental Insurance	3,862	4,721	4,739	5,193	1,904	3,807	2,988
7160	000	Life Insurance	606	573	566	571	215	615	328
7170	000	FICA - Medicare	8,702	7,866	9,035	9,793	4,409	12,706	7,434
7180	000	Car/Uniform Allowance	4,400	6,600	5,081	6,000	1,010		6,000
		<WAGES & BENEFITS>	785,812	708,127	843,035	898,844	390,649	763,031	709,000
8000	000	Office Supplies	2,875	5,725	4,603	4,000	1,079	3,000	4,000
8010	000	Postage	291	336	555	1,500	76	1,500	1,500
8020	000	Special Department Expense	2,422	3,002	6,062	4,500	1,004	2,500	3,500
8050	000	Printing/Duplicating	1,170	541	60	1,000	-	1,000	2,000
8060	000	Dues & Memberships	7,508	2,622	1,414	2,000	255	2,000	2,000
8090	000	Conference & Meeting Expense	7,242	6,487	7,824	12,000	1,053	4,000	10,000
8100	000	Vehicle Maintenance	1,693	2,199	1,639	2,000	990	2,000	2,000
8110	000	Equipment Maintenance	375	1,169	196	1,000	194	1,000	1,0
8150	000	Telephone	76	-	-	-	-		
8170	000	Professional Services	15,465	11,166	16,160	30,000	13,586	57,000	40,000
8180	000	Contract Services	546	906	10,946	4,000	-	4,000	4,000
8200	000	Training Expense	245	-	2,184	1,000	100	1,000	3,000
8272	000	CM Emergency	1,461	1,636	23,436	10,000	-		10,000
8300	000	Lease Payment	3,235	-	-	-	-		
		<OPERATIONS & MAINTENANCE>	44,604	35,789	75,079	73,000	18,338	79,000	83,000
[101-2011] City Manager Total			830,416	743,916	918,114	971,844	408,987	842,031	792,000

MANAGEMENT SERVICES

Budget Detail **101-2011**

PERSONNEL

7000 Salaries – Regular Employees
Provides the partial compensation for the City Manager, Assistant to the City Manager, Principal Management Analyst and Public Information Officer. Refer to the Appendix for a detailed allocation list.

7010 Salaries – Part-Time
Provides compensation for non-salaried part-time employees.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for the purchase of copy paper ($1,000) and ordinary office supplies for the Management Services and Public Works (admin) Departments ($3,000).

8010 Postage
Provides funds for postal expenses for City mailings, including public notice mailings, and legal printing of notices ($1,500).

8020 Special Department Expense
Provides funds for miscellaneous department supplies and services not considered office supplies ($1,500), including beverage and kitchen equipment and supplies ($2,000).

8050 Printing and Duplication
Provides funds for the printing and duplication of materials, including City information brochures ($1,500), stationery and business cards ($500).

8060 Dues, Memberships, and Subscriptions
Provides funds for San Gabriel Valley City Manager's Association dues, International City Manager's Association dues, California City Management Foundation dues, Municipal Management Association of Southern California, and subscriptions to newspapers and professional publications ($2,000).

8090 Conference and Meeting Expense
Provides funds to attend professional and training meetings, conference registrations including the League of California Cities Annual Conference, League of California Cities City Manager's Department Meeting, and Municipal Management Association of Southern California Annual Conference ($10,000).

8100 Vehicle Maintenance and Operations
Provides funds for fuel, repair and maintenance of City-owned vehicles ($2,000).

8110 Equipment Maintenance
Provides funds for repair, maintenance, unexpected replacement and upgrade of equipment including postage machine, fax machine and other equipment ($1,000). (Workstation hardware/software upgrades now in IS budget).

8170 Professional Services
Provides funds for consultant services, such as Strategic Planning Consultant for team building, operational studies and other professional services ($20,000). Funds for professional services related to City Manager's Office and citywide operations ($20,000),

8180 Contract Services
Provides funds for contract service Constant Contact citywide email marketing tool ($1,000), maintenance of the City's portion of the Mission District Loft parking and Property Owners' Association dues ($3,000).

8200 Training
Provides funds for employee training program ($3,000).

8272 City Manager Emergency Fund
Permits the City Manager to respond swiftly to emergency and unanticipated needs in any operational area of the City ($10,000).

CITY CLERK

Budget Detail 101-1021

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	196,644	201,440	259,306	259,061	124,435	199,559	267,781
7010	000	Salaries - Temp / Part	21,316	35,553	4,560	5,000	2,477	3,329	3,600
7020	000	Overtime	3,775	2,914	4,056	2,000	4,453	4,907	-
7070	000	Leave Buyback	6,797	702	1,156	3,000	15,755	15,755	3,000
7100	000	Retirement	26,190	34,575	42,895	48,163	35,534	41,593	56,861
7108	000	Deferred Compensation	842	787	1,192	1,243	239	1,219	1,230
7110	000	Workers Compensation	4,503	5,187	8,234	4,024	2,309	3,478	4,157
7130	000	Group Health Insurance	18,822	19,588	22,053	23,580	12,479	19,979	23,580
7140	000	Vision Insurance	417	537	569	720	265	420	720
7150	000	Dental Insurance	1,793	1,546	2,120	2,700	985	1,589	2,700
7160	000	Life Insurance	314	234	299	297	149	248	297
7170	000	FICA - Medicare	3,502	3,865	4,080	4,184	2,312	3,190	4,158
		<WAGES & BENEFITS>	284,915	306,928	350,520	353,972	201,389	295,266	368,084
8000	000	Office Supplies	1,057	792	981	1,750	67	380	-
8010	000	Postage	306	508	472	3,500	101	153	1,000
8020	000	Special Department Expense	1,685	2,469	1,393	3,500	571	2,815	1,500
8040	000	Advertising	3,374	2,396	3,176	4,000	1,289	1,389	4,000
8050	000	Printing/Duplicating	-	44	370	2,000	26	526	1,000
8060	000	Dues & Memberships	390	735	2,464	1,500	859	1,229	1,500
8070	000	Mileage/Auto Allowance	208	877	817	500	271	416	500
8090	000	Conference & Meeting Expense	3,695	3,601	6,131	4,000	2,682	3,000	3,000
8110	000	Equipment Maintenance	233	1,932	609	2,000	194	-	3,000
8170	000	Professional Services	66,643	62,259	17,691	-	6,400	-	-
8180	000	Contract Services	-	-	53,579	78,500	30,775	74,525	90,000
8200	000	Training Expense	595	5,167	5,625	5,000	6,896	4,483	1,000
8300	000	Lease Payment	3,234	3,104	397	-	-	-	-
		<OPERATIONS & MAINTENANCE>	81,420	83,884	93,705	106,250	50,131	88,915	106,500
8520	000	Machinery & Equipment	217	2,410	430	3,600	880	350	3,600
		<CAPITAL OUTLAY>	217	2,410	430	3,600	880	350	3,600
[101-1021] City Clerk Total			366,552	393,222	444,655	463,822	252,399	384,531	478,184

CITY CLERK

Budget Detail **101-1021**

PERSONNEL SERVICES

7000 Regular Salaries
Provides compensation for full-time Chief City Clerk, Deputy City Clerk, and Management Assistant.

7010 Temp/Part Time Salaries
Provides funding for stipend for elected City Clerk ($3,600)

7020 Overtime

OPERATIONS & MAINTENANCE

8000 Office Supplies

8010 Postage
Provides funds for postal expenses for postage meter charges; and mailings to respond to public records requests, mail related to Fair Political Practices Commission filings, and other correspondence (1,000).

8020 Special Department Expense
Provides funds for special department supplies and services to include special office supplies, printer cartridges and supplies, City pins, training materials, stationery, business cards, special events and receptions, City Council reorganization, advisory body training materials, and unanticipated department expenses incurred to fulfill requests by management/elected officials ($1,500).

8040 Advertising
Provides funds for advisory body recruitment ($800), publication of ordinances, ordinance summaries, and miscellaneous notices or display advertising not included in budgets of other departments ($3,200).

8050 Printing and Duplication
Provides funds for printing and duplication of documents by a duplication service company for offsite agenda packet printing or for special projects ($1,000)

8060 Dues, Memberships, Subscriptions, and Books
Provides funds for membership fees in city clerk organizations, subscriptions, books and publications, and funds for notary public-related membership, insurance, and expenses ($1,500).

8070 Mileage Reimbursement
Provides for mileage reimbursement when private vehicle is used to conduct City business ($500).

8090 Conference and Meeting Expense
Provides funds for conference registration and meeting expenses for three staff members and City Clerk to attend City Clerk meetings, conferences, and pertinent seminars ($3,000).

8110 Equipment Maintenance
Provides funds for repair, upgrades, and maintenance of equipment, e.g., color printer, postage meter, and teleconference equipment. Includes funds for audiovisual supplies and equipment for maintenance, refurbishing, and repair ($3,000).

8180 Contract Service
Provides funds for audiovisual technical services for broadcasting and web streaming City Council and Planning Commission meetings, and for managing two cable channels' programming ($52,000); additional funding for service calls, special cable channel programming, and enhancements to audiovisual services ($2,000). Provides funds for document scanning services ($15,000) and City-wide records management services ($7,500). Provides funds for municipal codification services in print and on website with contingency funding if more than one code update is necessary or if new ordinances are extremely lengthy ($6,000); additional funding for out-of-the-ordinary changes to municipal code such as adopting new building and related codes ($1,000). Provides funds for professional minute preparation as needed ($3,000). Provides funds for automated Form 700 filing software system ($3,500).

8200 Training Expense
Provides funds for training and workshops, including mandatory training for commissioners ($500) and City Clerk's division staff, including City Clerk training, Notary Public, Brown Act, or related seminars ($500).

ELECTIONS

Budget Detail 101-1022

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8010	000	Postage	-	7	-		-	-	50
8020	000	Special Department Expense	470	880	675	5,000	161	-	5,000
8040	000	Advertising	865	3,027	756	1,600	11,335	-	5,000
8170	000	Professional Services	(48)	60,235	18,026	2,000	32,076	-	55,000
		<OPERATIONS & MAINTENANCE>	1,287	64,149	19,457	8,600	43,572	-	65,050
[101-1022] Elections Total			1,287	64,149	19,457	8,600	43,572	-	65,050

ELECTIONS

Budget Detail **101-1022**

OPERATIONS & MAINTENANCE

8010 Postage
Provides funds for postal expenses for postage meter charges and mailings related to Elections ($500).

8020 Special Department Expense
Provides funds for special department supplies and materials related to the election and voter outreach program ($5,000).

8040 Advertising
Provides for funding for the voter outreach program ($5,000).

8170 Professional Services
Provides funding for translation of election notices and election consulting services from the firm Martin & Chapman and funding for election management services provided by the Los Angeles County Registrar-Recorder/County Clerk's Office ($55,000).

HUMAN RESOURCES

Budget Detail 101-2013

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8000	000	Office Supplies	-	70	(48)	-	-	-	-
8010	000	Postage	323	467	843	350	211	300	350
8020	000	Special Department Expense	10,638	11,857	12,827	12,000	4,379	9,000	12,000
8040	000	Advertising	6,226	4,906	6,789	4,000	300	3,500	7,000
8050	000	Printing/Duplicating	275	227	227	1,100	-	1,100	1,100
8060	000	Dues & Memberships	3,557	2,940	2,875	3,550	3,050	3,550	3,600
8090	000	Conference & Meeting Expense	10,918	6,100	6,530	9,125	1,331	5,000	8,000
8110	000	Equipment Maintenance	304	151	174	200	194	200	200
8160	000	Legal Service	185,136	49,826	157,892	150,000	116,133	150,000	200,000
8170	000	Professional Services	28,197	32,965	52,175	33,075	47,994	85,000	46,700
8200	000	Training Expense	1,790	3,719	6,843	6,000	1,015	2,000	6,000
		<OPERATIONS & MAINTENANCE>	247,364	113,228	247,127	219,400	174,606	259,650	284,950
[101-2013] Human Resources Total			247,364	113,228	247,127	219,400	174,606	259,650	623,477

HUMAN RESOURCES

Budget Detail **101-2013**

PERSONNEL

7000 Salaries – Regular Employees
Provides the partial compensation for the Human Resources Manager, Management Analyst and Management Assistant. Refer to the Appendix for a detailed allocation list.

7010 Salaries – Part-Time
Provides compensation for non-salaried part-time employees.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8010 Postage
Provides funds for postal expenses related to personnel activities ($350).

8020 Special Department Expense
Provides funds for special department expenses including holiday celebration ($6,000) and employee appreciation luncheon ($1,500), city employee identification cards, recruitment expenses, flu shots and employee wellness program ($4,500).

8040 Advertising
Provides funds for employment advertisement in various print and online resources other advertisement outlets ($7,000).

8050 Printing and Duplication
Provides funds for the printing and duplication of new employee handbooks and purchase of annual Employment Law update posters ($1,100).

8060 Dues, Memberships, Subscriptions, and Books
Provides funds for membership in the Liebert, Cassidy & Whitmore San Gabriel Valley Employee Relations Consortium, Southern California Public Management Association – Human Resources (SCPMA-HR), California Public Employers Labor Relations Association (CALPELRA), Public Agency Risk Managers Association (PARMA), Municipal Management Association of Southern California (MMASC) and subscriptions, books and publications of professional organizations ($3,600).

8090 Conference and Meeting Expense
Provides funds for Liebert, Cassidy & Whitmore Annual Employment Law Update Conference, Risk Management Conference and Human Resources Academy, CALPELRA Annual Conference, CalPERS Educational Forum, PARMA Annual Conference, NeoGov Annual Training & Conference and the SCPMA-HR Annual Conference ($8,000).

8110 Equipment Maintenance
Provides funds for repair and maintenance of postage machine ($200).

8160 Legal Services

Provides funds for labor attorney services including services for labor contract negotiations, employee grievances, application of Personnel Rules and Regulations and administrative policies, negotiations of revised Personnel Rules and Regulations and related city policies, and litigation of personnel claims and cases ($200,000).

8170 Professional Services

Provides funds for pre-employment medical and psychological examinations and background checks/investigations ($7,000), Fitness for Duty medical examinations ($3,000), Personnel investigations ($10,000), Employee Assistance Program services ($6,300), 457 Consulting contract ($9,500), NeoGov License Renewal for Insight and Performance Evaluation Modules ($7,000), Supplemental Insurance Plan (TASC) administration fee ($400),testing materials for recruitments ($2,000), and ADA Sign Language & other ADA accommodation services ($1,500).

8200 Employee Training

Provides funds for skills enhancement and safety and educational workshops as well as mandatory training for all City staff, including materials to host such training sessions, duplication of handouts and other related expenses ($6,000).

TRANSPORTATION PLANNING

Budget Detail 101-2021

8010	000	Postage	2,162	304	224	1,500	23	100	500
8020	000	Special Department Expense	-	27	-	-	-	-	-
8050	000	Printing/Duplicating	4,437	65	-	2,000	-	1,000	1,000
8060	000	Dues & Memberships	-	170	-	1,000	-	1,000	1,000
8090	000	Conference & Meeting Expense	1,835	2,566	486	2,500	1,156	2,500	2,500
8160	000	Legal Service	81,946	85,856	14,716	80,000	329	15,000	-
8170	000	Professional Services	131,993	116,611	39,500	100,000	21,049	50,000	80,000
		<OPERATIONS & MAINTENANCE>	222,373	205,599	54,926	187,000	22,558	69,600	85,000
[101-2021] Transportation Planning Total			222,373	205,599	54,926	187,000	22,558	69,600	85,000

TRANSPORTATION PLANNING

Budget Detail **101-2021**

OPERATIONS & MAINTENANCE

8010 Postage
Provides funds for postal expenses related to transportation projects and public noticing of transportation projects ($500).

8050 Printing and Duplication
Provides funds for the printing and duplication of materials related to transportation planning ($1,000).

8060 Dues and Membership
Provides funds for membership in professional transportation and land use organizations, such as American Planning Association, Urban Land Institute, Urban Forum and others. ($1,000).

8090 Conference and Meeting Expense
Provides funds for staff and City Council to attend meetings to advocate the City's anti-710 Freeway extension position, as well as other transportation related conferences and meetings ($2,500).

8170 Professional Services
Provides funds for consultant services and other services related to transportation on behalf of the City, 5-Cities Alliance, Connected Communities Coalition, and other partners ($80,000).

Special legal counsel related to the State Route 710 and other transportation-related legal services will be paid out of the City's Designated Legal Reserve.

LEGAL SERVICES

Budget Detail 101-2501

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8160	000	Legal Service	255,007	261,455	257,586	265,000	113,694	265,000	265,000
8161	000	Settlements	-	-	-	-	-	-	-
		<OPERATIONS & MAINTENANCE>	255,007	261,455	257,586	265,000	113,694	265,000	265,000
[101-2501] Legal Services Total			255,007	261,455	257,586	265,000	113,694	265,000	265,000

LEGAL SERVICES

Budget Detail **101-2501**

OPERATIONS & MAINTENANCE

8160 Legal Services
Provides funds for contract City Attorney for a variety of services: attend meetings, including the City Council meetings and sessions, and to provide legal advice to City Council, City Manager, and staff ($255,000). City mediation services ($10,000).

INFORMATION SERVICES

Budget Detail 101-2032

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8020	000	Special Department Expense	-	-	-	1,000	58	500	1,000
8060	000	Dues & Memberships	-	-	-	200	-	200	200
8110	000	Equipment Maintenance	-	-	-	2,000	(51)	1,500	2,000
8150	000	Telephone	-	-	-	199,400	31,394	160,000	164,000
8170	000	Professional Services	-	-	-	120,200	44,784	120,200	126,000
8180	000	Contract Services	-	-	-	67,545	74,410	77,500	65,000
8300	000	Lease Payment	-	-	-	22,600	15,849	22,600	22,600
8301	000	Copier Usage Charges	-	-	-	12,700	-	12,700	12,700
		<OPERATIONS & MAINTENANCE>	-	-	-	425,645	166,444	395,200	393,500
8530	000	Computer Equipment	-	-	-	64,400	10,207	64,400	84,000
		<CAPITAL OUTLAY>	-	-	-	64,400	10,207	64,400	84,000
[101-2032] Information Services Total			-	-	-	490,045	176,651	459,600	477,500
8020	000	Special Department Expense	747	720	1,850	-	-	-	-
8060	000	Dues & Memberships	130	-	160	-	-	-	-
8110	000	Equipment Maintenance	2,636	195	83	-	-	-	-
8150	000	Telephone	89,306	107,771	143,601	-	-	-	-
8170	000	Professional Services	144,081	190,387	103,407	-	-	-	-
8180	000	Contract Services	65,535	92,981	108,159	-	-	-	-
8300	000	Lease Payment	-	15,055	39,502	-	-	-	-
		<OPERATIONS & MAINTENANCE>	302,435	407,109	396,762	-	-	-	-
8530	000	Computer Equipment	372	230	61,290	-	-	-	-
8531	000	Computer Equip.-Cy Pres Grant	-	-	29,244	-	-	-	-
		<CAPITAL OUTLAY>	372	230	90,534	-	-	-	-
[101-3032] Information Services Total			302,807	407,339	487,296	-	-	-	-

INFORMATION SERVICES

Budget Detail **101-2032**

OPERATIONS & MAINTENANCE

8020 Special Department Expense
Provides funds for miscellaneous computer equipment and peripherals ($1,000).

8060 Dues & Memberships
Provides funds for membership in the Municipal Information Systems Association of California (MISAC) and other relevant memberships or subscriptions ($200).

8110 Equipment Maintenance
Provides funds for printer repair and replacement ($2,000).

8150 Telephone
Provides funds for City-wide land lines, Point-to-Point network services with Spectrum throughout City facilities, mobile device/cellular accounts, and cable television service at City Hall ($164,000). Includes funds for upgrade to PD/LASD network connection and upgrade for Senior Center public internet connection.

8170 Professional Services
Provides funds for Citywide network system consulting services provided by Acorn Technology Corporation for all departments. Assumes renewed contract with Acorn for a flat monthly rate for helpdesk services. Includes funds for special projects outside the scope of the service contract ($126,000).

8180 Contract Services
Laserfiche ($3,200), GFI Spam Filter ($5,000), Anti-Virus ($7,800), Dropbox ($1,200) - partially funded by Library and Community Services, Springbrook ($27,000), Domain.GOV annual fee ($400), Vision Internet website redesign 2nd installment ($10,000) and Vision hosting/support services ($7,900) and miscellaneous contract services ($2,500).

8300 Lease Payment
Monthly lease payments, maintenance and related costs for citywide copier fleet ($22,600).

8301 Copier Usage Charges
Provides fund for copies per lease agreement for citywide copiers, except those paid from special funds ($12,700).

CAPITAL OUTLAY

8530 Computer Equipment
Citywide personal computer/work station replacements ($44,000), mobile device replacements ($7,000), City Hall WiFi upgrade project ($20,000) and Network equipment upgrades ($13,000).

INSURANCE FUND

Budget Detail 103-2501

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8020	000	Special Department Expense	1,291	15,667	19,237	15,000	7,632	18,518	20,000
8161	000	Settlements	12,916	30,163	63,068	50,000	75,563	106,469	75,000
		<OPERATIONS & MAINTENANCE>	14,207	45,830	82,305	65,000	83,196	124,987	95,000
103 - INSURANCE FUND TOTAL			14,207	45,830	82,305	65,000	83,196	124,987	95,000

INSURANCE FUND

Budget Detail **103-2501**

OPERATIONS & MAINTENANCE

8020 Special Department Expense
Provides funds for special department expenses ($20,000).

8161 Settlements
General liability settlements based upon actuarial data as part of the City's insurance coverage through the California State Association of Counties Excess Insurance Authority (CSAC-EIA) ($75,000).

FACILITIES & EQUIPMENT REPLACEMENT FUND

Budget Detail 105-3032

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8500	000	Building & Improvements					-	-	200,000
105 - FACILITIES & EQUIP. REPLACEMENT TOT			-	-	-	-	-	-	200,000

FACILITIES & EQUIPMENT REPLACEMENT FUND

Budget Detail **105-3032**

CAPITAL OUTLAY

8500 Building & Improvements
Provides funds commence upgrade to citywide VoIP (Voice over Internet Protocol) system ($200,000).

CLEAN AIR ACT - AB 2766

Budget Detail 218-2270

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7080	000	Rideshare	466	-	1,751	-	65	65	-
7108	000	Deferred Compensation	1	-	-	-	-	-	-
7110	000	Workers Compensation	24	-	-	-	1	-	-
7130	000	Group Health Insurance	7	-	-	-	-	-	-
7140	000	Vision Insurance	-		-	-	0	-	-
7150	000	Dental Insurance	1	-	-	-	1	-	-
7160	000	Life Insurance	1	-	-	-	0	-	-
7170	000	FICA - Medicare	10	-	-	-	1	-	-
		<WAGES & BENEFITS>	510	-	1,751	-	68	65	-
8261	000	Rideshare	-	-	-	-	7,509	11,181	15,000
		<OPERATIONS & MAINTENANCE>	-	-	-	-			
8540	000	Automotive Equipment	(81)	-	40,231	-	37,727		
		<CAPITAL OUTLAYS>	(81)	-	40,231	-	37,727	-	-
[218-2270] Clean Air Act Total			429	-	41,982	-	45,304	11,246	15,000

CLEAN AIR ACT – AB 2766

Budget Detail **218-2270**

OPERATIONS & MAINTENANCE

8540 Rideshare
Provides funds for Metro TAP card program for employees ($15,000).

COMMUNITY PROMOTION

Budget Detail 220-2301

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8060	000	Dues & Memberships	-	-	-	-	-	-	1,500
8185	000	Chamber of Commerce	148,500	135,500	135,500	135,500	132,950	162,050	135,500
8255	000	Public Events Promotion	15,000	2,500	49,500	2,500	2,500	2,500	2,500
		<OPERATIONS & MAINTENANCE>	163,500	138,000	185,000	138,000	135,450	164,550	139,500
[220-2301] Community Promotion Total			163,500	138,000	185,000	138,000	135,450	164,550	139,500
220 - BUSINESS IMPROVEMENT TAX TOTAL			*163,500*	*138,000*	*185,000*	*138,000*	*135,450*	*164,550*	*139,500*

COMMUNITY PROMOTION

Budget Detail **220-2301**

OPERATIONS & MAINTENANCE

8060 Dues and Memberships
Provides funds for part of membership dues for San Gabriel Valley Economic Partnership ($1,500- 50% of membership dues).

8185 Chamber of Commerce
Funds are allocated by contract with the South Pasadena Chamber of Commerce. These funds include an allocation to the South Pasadena Tournament of Roses ($135,500).

8255 Public Events Promotion
Provides funds to support the Public Safety Open House in conjunction with South Pasadena Tournament of Roses' Cruz'n for Roses Classic Car Show ($2,500).

MISSION MERIDIAN PUBLIC GARAGE

Budget Detail 226-2029

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8020	000	Special Department Expense	643	1,776	4,432	500	875		83,000
8060	000	Dues & Memberships	25,023	15,276	9,650	10,000	4,021	9,650	10,000
8120	000	Building Maintenance	4,716	-	-	-	-		
8140	000	Utilities	-	-	-	5,500	-		
8170	000	Professional Services	-	1,886	1,350	10,000	-		
		<OPERATIONS & MAINTENANCE>	30,382	18,938	15,432	26,000	4,896	9,650	93,000
8520	000	Machinery & Equipment	-	-	-	-	-	-	
		<CAPITAL OUTLAY>							
[226-2029] Mission Meridian Public Garage Total			30,382	18,938	15,432	26,000	4,896	9,650	93,000
226 - MISSION MERIDIAN PUBLIC GARAGE TOT			30,382	18,938	15,432	26,000	4,896	9,650	93,000

MISSION MERIDIAN PUBLIC GARAGE

Budget Detail **226-2029**

OPERATIONS & MAINTENANCE

8020 Special Department Expense
Provides funds for a onetime installation of a replacement electrical generator ($80,000) and additional funds for supplies and maintenance of the Mission Meridian Parking Garage ($3,000).

8060 Property Owners' Association (POA) Dues
Provides funds for a portion of the Mission Meridian Parking Garage's POA dues ($10,000).

BTA GRANT

Budget Detail 248-2011

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8020	000	Special Department Expense	-	187	60	-	-		
8170	000	Professional Services	-	-	55,579	44,000	-		
		<OPERATIONS & MAINTENANCE>	-	187	55,639	44,000	-	-	-
9387	000	Bikeway Improvement	-	-	-	234,000	-		
9388	000	Bicycle Parking	-		-	184,500	-		
		<CAPITAL PROJECTS>				418,500			
[248-9000s] CIP Total			-	-	-	418,500	-	-	-
248 - BTA GRANTS TOTAL			-	187	55,639	462,500	-	-	-

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FINANCE
FISCAL YEAR 2018-19 BUDGET SNAPSHOT

OVERVIEW

The Finance Department accounts for all City and Agency expenditures, administers business licensing, manages several competitive grants in collaboration with other departments, prepares the biweekly payroll, prepares payment of all obligations for review and approval by the City Council, and sends out approved check warrants. In conjunction with, and subject to the independent certification of the City/Agency independent audit firm, the Department prepares the City's Comprehensive Annual Financial Report (CAFR). The Department also prepares annual reports for the State Controller and other State and Federal agencies. Under the direction of the City Manager, the Department prepares the City's annual budget.

The Finance Department oversees the utility billing function for the City's approximately 7,000 accounts for all water, refuse and sewer fees. The Department works with the City Treasurer and the Finance Committee with respect to the various financial issues the City needs to consider. As required by the Government Code, monthly investment reports are provided to the City Council summarizing investment holdings and rates of return on investments. The Department also manages the film permitting process.

Notable Changes- Wages and Benefits

As part of the Employee Memorandum of Understanding (MOU) there were no wage increases for Fiscal Year 2018-19, however, there are Increases due to increased cost for group health insurance approved by the MOU and continued increase in retirement costs.

Notable Changes- Operations and Maintenance

The Finance Department proposes an increase in Contract Services for a Citywide Master Fee Study and Revenue Analysis ($50,000) to realign user charges to fees. As Finance continues to upgrade and update systems and in order to develop staff to deliver excellent service, the budget proposes an increase in employee training ($4,000).

Capital Outlay

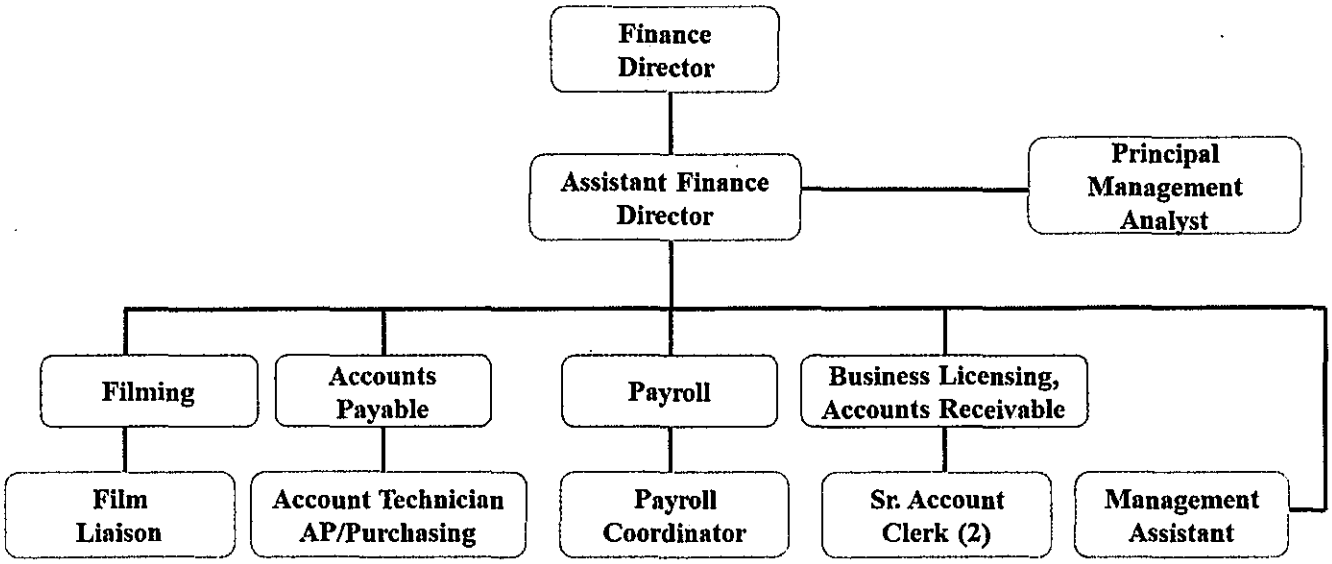
NA.

FINANCE
Department Summary

EXPENDITURE SUMMARY	Actual 2014/15	Actual 2015/16	Actual 2016/17	Budget 2017/18	Estimated 2017/18	Proposed 2018/19
Wages & Benefits	1,255,938	1,307,829	1,479,985	1,432,948	1,432,948	1,976,535
Operations & Maintenance	1,154,337	1,139,864	1,101,395	1,245,923	1,150,931	1,325,560
Capital Outlay	-	-	-	-	-	-
Total Expenses by Category	**2,410,275**	**2,447,693**	**2,581,380**	**2,678,871**	**2,583,879**	**3,302,095**
[101-3011] Finance	653,960	619,109	724,891	708,802	713,469	834,879
[101-3041] Non-Dept/Overhead	852,559	886,536	833,460	918,378	897,294	918,290
[500-3012] Utility Billing	903,756	942,048	1,023,029	1,129,008	973,116	1,210,399
Total Expenses by Program	**2,410,275**	**2,447,693**	**2,581,380**	**2,756,188**	**2,583,879**	**2,963,568**

Finance Director	1
Assistant Finance Director	1
Principal Management Analyst	1
Payroll Coordinator	1
Filming Liaison	1
Accounting Technician	1
Management Assistant	1
Senior Account Clerk	2
Total	**9**

FINANCE
Department Description and Authorized Positions



Full Time Employees: 9

FINANCE

Budget Detail 101-3011

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	418,413	383,963	418,181	478,469	228,123	473,627	512,473
7010	000	Salaries - Temp / Part	-	-	-	-	98	3,500	-
7020	000	Overtime	6,889	1,386	2,516	1,000	3,569	4,800	1,200
7040	000	Holiday	43	176	-	-	45	45	-
7070	000	Leave Buyback	13,967	6,043	10,760	7,500	4,865	4,865	7,500
7100	000	Retirement	56,853	67,271	76,976	80,066	60,961	81,441	106,572
7108	000	Deferred Compensation	667	739	1,078	1,133	210	1,100	1,121
7110	000	Workers Compensation	8,648	8,520	13,276	7,330	3,777	7,645	7,851
7120	000	Disability Insurance	1,685	-	-	-	-	-	-
7122	000	Unemployment Insurance							
7130	000	Group Health Insurance	43,657	45,288	42,827	48,085	26,818	49,090	58,981
7140	000	Vision Insurance	1,163	1,446	1,345	1,629	748	1,498	1,394
7150	000	Dental Insurance	4,394	4,986	4,384	6,111	2,227	4,584	5,229
7055	000	IOD - Non Safety							
7160	000	Life Insurance	633	590	537	672	310	648	575
7170	000	FICA - Medicare	5,797	5,394	5,710	6,952	3,444	7,132	7,448
		<WAGES & BENEFITS>	562,809	525,802	577,590	638,947	335,197	639,976	710,344
8000	000	Office Supplies	5,781	3,890	5,132	4,000	2,447	4,500	4,500
8010	000	Postage	5,759	6,201	4,213	5,000	6,676	8,800	6,000
8020	000	Special Department Expense	41,895	40,965	14,660	20,430	8,683	20,260	20,260
8050	000	Printing/Duplicating	3,761	2,849	3,805	2,300	2,961	3,000	2,500
8060	000	Dues & Memberships	1,055	1,045	1,045	745	635	855	745
8070	000	Mileage/Auto Allowance	104	59	139	100	-	50	100
8090	000	Conference & Meeting Expense	3,387	1,622	2,264	2,480	475	815	2,480
8110	000	Equipment Maintenance	3,872	1,798	1,019	1,300	194	700	950
8150	000	Telephone	38	-	-	-	-	-	-
8170	000	Professional Services	24,909	34,860	22,451	26,000	11,807	21,513	26,000
8180	000	Contract Services	-	-	11,635	7,000	1,604	13,000	57,000
8200	000	Training Expense	590	18	-	500	-	-	4,000
		<OPERATIONS & MAINTENANCE>	91,151	93,307	66,363	69,855	35,482	73,493	124,535
[101-3011] Finance Total			653,960	619,109	643,953	708,802	370,679	713,469	834,879

FINANCE

Budget Detail **101-3011**

PERSONNEL SERVICES

7000 Regular Salaries
Provides the partial compensation for the Finance Director, Assistant Finance Director, Principal Management Analyst, Payroll Coordinator, Film Liaison, Management Assistant, Accounting Technician, and Senior Account Clerks. Refer to the Appendix for a detailed allocation list.

7020 Overtime
Covers the cost of overtime for non-management staff.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for the purchase of miscellaneous supplies ($4,500).

8010 Postage
Provides funds for postal expenses for mailing information, purchase orders, checks, business licenses, and miscellaneous Department mailings ($6,000).

8020 Special Department Expense
Departmental forms including W-2s and 1099s, business license reminder notices, business stickers, department cash receipts, envelopes, warrants, and purchase orders ($6,000). Allocation of credit card charges and bank analysis fees ($10,000), funding for compilation of the CAFR statistical section, and application costs for the GFOA CAFR award program ($1,010). Annual PERS accounting actuarials ($3,250).

8050 Printing and Duplication
Provides funds for the printing and duplication of draft and final budget ($1,800) and other miscellaneous information intended for public distribution from the Finance Department ($700).

8060 Dues, Memberships, Subscriptions, and Books
Provides funds for membership in the California Society of Municipal Finance Officers Association (CSMFO, $220), the Government Finance Officers Association (GFOA, $225), and Film Liaisons in California (FLICS, $300).

8070 Mileage Reimbursement
Provides funds for mileage reimbursement for Film Liaison's use of private vehicle to conduct City business. Reimbursement is at current IRS reimbursement rate ($100).

8090 Conference and Meeting Expense
Provides funds for attendance at luncheon meetings of the San Gabriel Valley Chapter of the California Society of Municipal Finance Officers (CSMFO) for Director and

Assistant Director ($480), 50% share of the annual CSMFO conference for the Finance Director ($1,000), and annual Diehl Evans tax seminar for the Director, Assistant Director and Payroll Coordinator ($1,000). Actual attendance costs will be determined by location and date.

8110 Equipment Maintenance
Provides funds for postage machine lease/maintenance allocation ($550), credit card processor ($200), postage meter ($200), typewriters, currency counter.

8170 Professional Services
Provides funds for share of annual GASB 34 infrastructure asset valuation ($3,000). Sales tax and property tax audits ($15,000), and other financial services ($8,000).

8180 Contract Services
Provides funds for OpenGov contract ($7,000). Contract to provide services for a Master Fee Study and revenue enhancement opportunities ($50,000).

8200 Employee Training
Provides funds for department training opportunities ($4,000).

UTILITY BILLING

Budget Detail 500-3012

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	197,289	232,497	220,115	244,770	113,600	232,234	293,086
7010	000	Salaries - Temp / Part	5,458	21,667	22,132	29,640	-	1,111	29,640
7020	000	Overtime	195	2,645	226	100	547	850	200
7070	000	Leave Buyback	325	9,588	5,297	3,000	515	1,557	3,000
7100	000	Retirement	23,839	992	38,637	42,842	31,446	41,412	69,777
7108	000	Deferred Compensation	774	1,249	1,223	1,657	219	1,115	1,521
7110	000	Workers Compensation	3,881	6,060	7,832	3,785	1,830	3,785	4,526
7120	000	Disability Insurance	198	-	567	-	-	-	-
7130	000	Group Health Insurance	15,748	20,737	14,858	18,187	9,547	19,257	27,256
7140	000	Vision Insurance	436	619	516	650	275	547	770
7150	000	Dental Insurance	1,201	2,006	1,489	2,439	899	1,899	2,889
7160	000	Life Insurance	202	275	182	268	113	244	317
7170	000	FICA - Medicare	3,090	5,074	3,560	3,980	1,706	3,542	4,682
		<WAGES&BENEFITS>	252,636	303,409	316,634	351,318	160,697	307,553	437,664
8000	000	Office Supplies	-	48	(48)	-	-	-	-
8010	000	Postage	110	299	312	1,750	45		1,750
8020	000	Special Department Expense	147,334	160,912	158,776	160,000	66,639	160,000	160,000
8032	000	Water Efficiency Fee Projects	94,219	43,028	104,247	150,000	11,948	45,000	150,000
8060	000	Dues & Memberships	55	255	262	700	-	-	700
8070	000	Mileage/Auto Allowance	-	-	222	200	19	50	200
8090	000	Conference & Meeting Expense	2,222	485	2,753	3,000	1,247	1,425	3,000
8110	000	Equipment Maintenance	15,341	12,831	16,777	18,150	14,622	14,840	18,150
8170	000	Professional Services	324,149	328,800	337,899	342,410	125,266	342,410	337,454
8180	000	Contract Services	-	-	10,058	9,000	4,835	9,857	9,000
8200	000	Training Expense	710	-	-	500	-	-	500
8301	000	Copier Usage Charges	-	-	-	-	-	-	-
8350	000	Bad Debt Expense	-	-	5,883	-	-	-	-
8400	000	Overhead Allocation	66,980	91,981	91,981	91,980	-	91,981	91,981
		<OPERATIONS & MAINTENANCE>	651,120	638,639	729,122	777,690	224,621	665,563	772,735
8520	000	Machinery & Equipment	-	-	-	-	-	-	-
		<CAPITAL OUTLAY>	-	-	-	-	-	-	-
[500-3012] Utility Billing Total			903,756	942,048	1,045,756	1,129,008	385,318	973,116	1,210,399

UTILITY BILLING

Budget Detail **500-3012**

PERSONNEL SERVICES

7000 Regular Salaries
Provides the partial compensation for the Finance Director, Assistant Finance Director, Payroll Coordinator, Management Assistant, Accounting Technician, Senior Account Clerk, and Senior Management Analyst. Refer to the Appendix for a detailed allocation list.

7010 Salaries – Temp/Part-time
Provides for compensation for the Management Intern.

OPERATIONS & MAINTENANCE

8010 Postage
Provides funds for postal expenses related to water billing services and inserts, as well as bi-annual environmental newsletters ($1,750).

8020 Special Department Expense
Provides funds for payment of allocation of credit card charges and bank analysis fees ($160,000).

8032 Water Efficiency Fee Projects
Provides funds for water conservation and efficiency programs such as residential water audits, efficiency rebates, etc. ($150,000).

8060 Dues, Memberships, Subscriptions, and Books
Provides funds for membership in the American Water Works Association, as well as other various water related associations ($700).

8070 Mileage Reimbursement
Provides funds for mileage reimbursement for Senior Management Analyst's use of private vehicle to conduct City business. Reimbursement is at current IRS reimbursement rate ($200).

8090 Conference and Meeting Expense
Share of annual CSMFO conference for the Finance Director ($1,000) and meeting expenses for the Senior Management Analyst ($2,000).

8110 Equipment Maintenance
Provides funds for postage machine and copier lease/maintenance allocation ($2,000), the RemitPlus remote deposit hardware and software ($1,300) and maintenance costs for Springbrook Software (Finance/Utility Billing systems $14,850).

8170 Professional Services
Provides ($312,000) toward contractual support service with Global Water, the company that provides the Finance Department's utility billing processing. Also provides forty-percent share of annual city audit services, ($15,410), a share of the GASB 34

infrastructure assets valuation with Community Economic Solutions ($1,200), and a share of Morgan Stanley/Western Asset investment management services ($13,800).

8180 Contract Services
Provides funds for share of bank armored courier services ($9,000).

8200 Training
Provides funds for training seminars for Finance Department staff ($500).

8400 Overhead Allocation
Charges for administrative services provided by the General Fund ($91,980).

NON-DEPARTMENTAL/OVERHEAD

Budget Detail 101-3041

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7131	000	Retiree Health Insurance	440,493	478,618	577,889	520,000	283,530	485,419	490,000
		<WAGES & BENEFITS>	440,493	478,618	577,889	520,000	283,530	485,419	490,000
8020	000	Special Department Expense	208	-	-	-	-	-	-
8060	000	Dues & Memberships	22,738	22,602	24,311	24,338	14,669	24,787	37,000
8150	000	Telephone	14,921	9,512	-	-	-	-	-
8170	000	Professional Services	37,315	64,005	56,401	84,040	40,986	71,440	84,040
8180	000	Contract Services	-	-	11,306	11,000	5,881	12,248	12,250
8191	000	Liability & Surety Bonds	151,805	122,426	144,772	145,000	157,811	157,811	145,000
8300	000	Lease Payment	61,308	61,309	-	-	-	-	-
8335	000	Property Tax Admin. Fee	123,771	128,064	138,186	134,000	145,589	145,589	150,000
		<OPERATIONS & MAINTENANCE>	412,066	407,918	369,976	398,378	364,936	411,875	428,290
[101-3041] Non-Dept/Overhead Total			852,559	886,536	947,865	918,378	648,467	897,294	918,290

NON-DEPARTMENTAL/OVERHEAD

Budget Detail **101-3041**

PERSONNEL SERVICES

7131 Retirees Health Insurance
It is the City's obligation to fund retiree health benefits, as called for in each of the respective employee memorandums of understanding ($490,000).

OPERATIONS & MAINTENANCE

8060 Dues, Memberships, Subscriptions, and Books
Provides funds for City memberships in Arroyo Verdugo Communities JPA ($3,775), California Contract Cities Association ($3,309), League of California Cities ($10,118), League of California Cities-LA County ($1,181), LAFCO ($1,200), San Gabriel Valley Economic Partnership (partially paid from BIT), San Gabriel Valley Council of Governments ($14,030.74), and the Southern CA Association of Governments ($2,810).

8170 Professional Services
Provides funds for independent accounting services, including interim audits and preparation of annual Financial Report (CAFR) ($23,040), retiree health actuarial ($23,000), a share of Morgan Stanley/Western Asset investment management services ($28,000), and deferred compensation consulting/compliance services ($10,000).

8180 Contract Services
Provides funds for share of bank armored courier services ($12,250).

8191 Liability & Surety Bonds
General fund share of commercial liability insurance, automobile liability insurance for City vehicles, environmental liability insurance, and property insurance on City-owned facilities and buildings/contents, and surety and commercial crime bonds provide for City insurance protection for employees and officials. Total is $145,000 (Portions are allocated 30% to the Water Fund, and 10% to the Sewer Fund).

8335 Property Tax Admin Fee
LA County Fee for property tax calculation and administration ($150,000).

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POLICE
FISCAL YEAR 2018-19 BUDGET SNAPSHOT

OVERVIEW

The Police Department provides a full range of law enforcement and crime deterrence services. Services include street patrol, traffic patrol, crime investigation and analysis, parking enforcement, and a community crime prevention program. Support services for sworn officers include training, records, property evidence, dispatch center, and administrative support.

In Fiscal Year 2018-19 the Police Department had an increase in overtime due to an unforeseen investigation and an increase in women's self-defense courses. Throughout the City the department has noted a 22% crime reduction which can be attributed to increased motor patrol (1 officer) and increased community training. The Police Department will look to expand their active shooter training program in FY 18-19, increase the amount of self-defense training courses, and continue to provide a response time of less than five minutes, which is twice as fast as the county rate.

Notable Changes- Wages and Benefits

The increase for wages and benefits is mainly attributed to an increase in retirement and health benefits. There is also a notable increase of three new parking control officers, however this cost will be offset by the termination of the Inter-Con Security Parking Enforcement contract.

Notable Changes- Operations and Maintenance

Termination of Inter-Con Parking Enforcement contract.

Capital Outlay

N/A

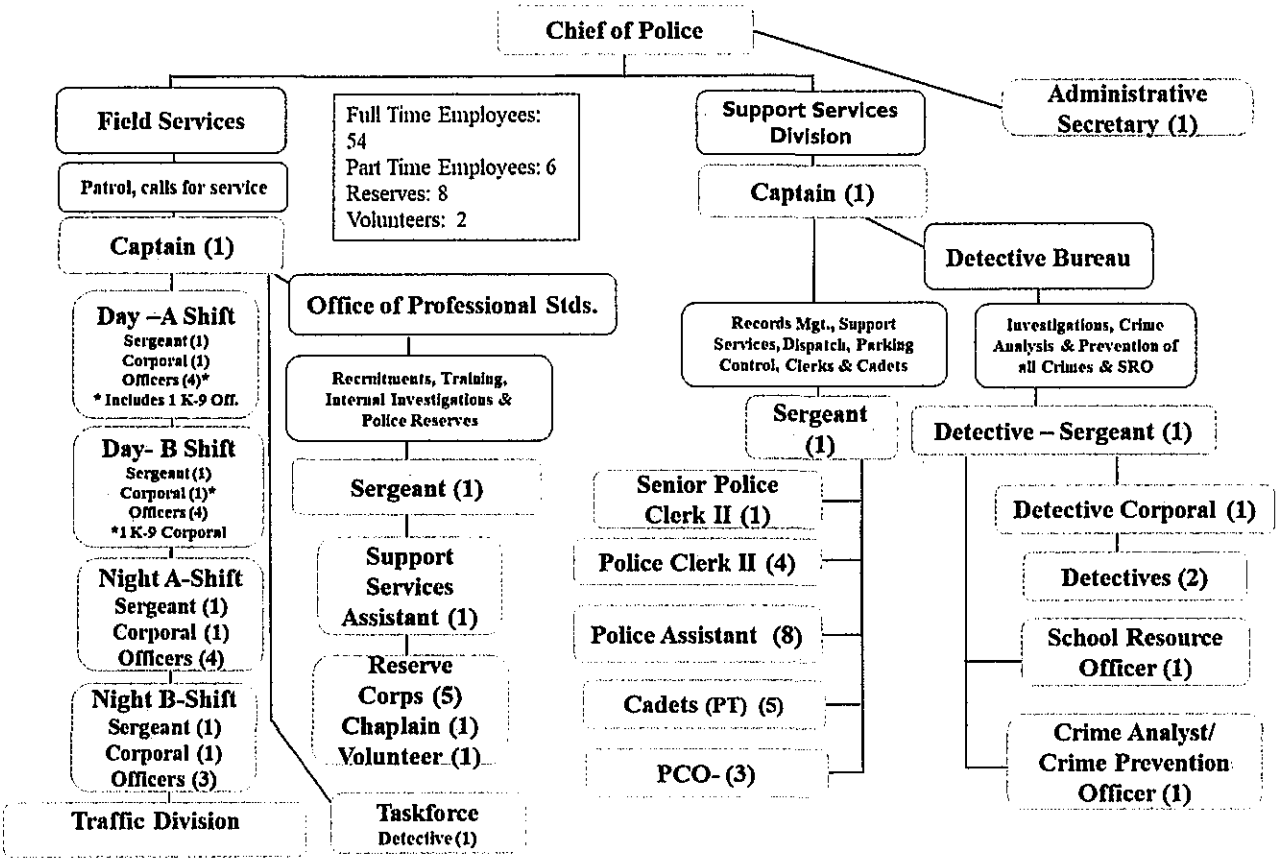
DRAFT

POLICE
Department Summary

EXPENDITURE SUMMARY	Actual 2014/15	Actual 2015/16	Actual 2016/17	Budget 2017/18	Estimated 2017/18	Proposed 2018/19
Wages & Benefits	6,358,858	6,571,263	7,299,161	7,507,792	7,090,463	7,905,897
Operations & Maintenance	857,981	949,021	995,941	1,112,220	899,539	910,027
Capital Outlay	248,006	179,620	170,000	225,000	-	-
Total Expenses by Category	**7,464,845**	**7,699,904**	**8,465,102**	**8,845,012**	**7,990,002**	**8,815,924**
[101-4011] Police	7,198,511	7,529,818	8,295,102	8,620,012	7,990,002	8,815,924
[105-4011] Facilities & Equipment Replacement	105,817	57,386	95,000	150,000	-	-
[270-4015] Police Asset Forfeiture	4,639	-	-	-	-	-
[272-4018] Police State Grant - AB 3229	108,378	112,700	75,000	75,000	-	-
[273-4019] Police Grant	-	-	-	-	-	-
[274-4019] Police Grant	47,500	-	-	-	-	-
Total Expenses by Program	**7,464,845**	**7,699,904**	**8,465,102**	**8,845,012**	**7,990,002**	**8,815,924**

Police Chief	1
Police Captain	2
Police Sergeant	7
Corporal	5
Police Officer	21
Support Services Assistant	1
Senior Police Clerk	1
Police Clerk II	4
Police Assistant	8
Administrative Secretary	1
Parking Control Officer	3
Total	**54**

POLICE
Department Description and Authorized Positions



The South Pasadena Police Department is comprised of 36 sworn officers, including captains, sergeants, corporals and chief of police, 15 full-time non-sworn personnel and additional part-time non-sworn personnel including police cadets and crossing guards. The department is augmented with an additional 8 reserve officers and a volunteer chaplain.

Field Services	Detective Bureau	Administrative Support Unit
Internal Affairs	Investigations	Dispatch Center
Reserve Program	Case filings with District Attorney	Records
Recruitment	Warrant Service	Parking Enforcement Contract
Backgrounds	Crime Analysis	Crossing Guard Contract
Projects	Crime Prevention	Fleet Management
Emergency Operations	School Programs	Facilities Management
Area C Mutual Aid	Parolee/Probation Compliance Checks	Information Technology
	Sex/Arson/Narcotic/Gang Registrations	Projects
	Arson Investigations	Property/Evidence
		Court Liaison

POLICE

Budget Detail 101-4011

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	3,668,850	3,519,131	4,015,167	4,320,382	1,845,376	3,836,022	4,413,859
7010	000	Salaries - Temp / Part	117,399	173,552	165,996	140,000	83,325	157,800	140,000
7020	000	Overtime	608,357	665,799	695,077	500,000	331,025	608,500	500,000
7040	000	Holiday	136,015	133,843	157,030	145,000	93,860	165,654	168,000
7045	000	Overtime - Special Detail	206,028	218,155	222,618	210,000	77,123	164,100	210,000
7050	000	Overtime - DUI Checkpoint	8,761	-	-	-	-	52,488	30,000
7055	000	IOD - Non Safety	-	128	-	-	-	5,000	-
7060	000	IOD - Safety	118,621	1,025	26,012	-	3,966	3,966	-
7070	000	Leave Buyback	80,405	63,530	65,597	61,000	57,322	57,322	65,000
7100	000	Retirement	773,185	1,034,607	1,214,600	1,431,380	1,022,530	1,328,432	1,520,944
7108	000	Deferred Compensation	3,279	4,615	4,603	4,529	887	4,529	4,485
7110	000	Workers Compensation	200,874	215,699	359,614	160,679	97,561	195,928	161,282
7120	000	Disability Insurance	6,220	59,386	7,305	-	-	-	-
7122	000	Unemployment Insurance	4,308	1,978	5,066	-	6,804	6,804	-
7130	000	Group Health Insurance	268,804	315,198	320,796	349,560	185,878	344,744	501,660
7140	000	Vision Insurance	8,925	10,647	10,446	12,240	4,995	10,094	12,960
7150	000	Dental Insurance	29,458	32,876	33,423	45,900	15,841	31,484	48,600
7160	000	Life Insurance	4,977	4,572	4,569	5,049	2,145	4,315	5,346
7170	000	FICA - Medicare	70,334	75,730	74,250	77,073	34,762	71,119	78,761
7180	000	Car/Uniform Allowance	44,058	40,792	43,702	45,000	42,162	42,162	45,000
		<WAGES & BENEFITS>	6,358,858	6,571,263	7,425,871	7,507,792	3,905,563	7,090,463	7,905,897
8000	000	Office Supplies	33,687	41,504	46,283	35,000	6,173	30,000	26,000
8010	000	Postage	6,148	5,601	4,064	4,000	2,077	4,000	4,000
8020	000	Special Department Expense	117,570	90,387	89,511	72,500	55,664	76,500	76,500
8034	000	K9 Expenses	5,922	2,040	6,927	6,500	3,050	6,500	6,500
8035	000	Narco K9 Expenses	4,731	2,997	8,843	12,000	3,269	10,000	10,000
8040	000	Advertising	96	-	-	-	-	-	-
8050	000	Printing/Duplicating	4,831	6,795	6,416	11,000	4,857	11,000	12,000
8060	000	Dues & Memberships	3,931	4,972	2,685	2,000	1,887	2,700	3,700
8090	000	Conference & Meeting Expense	5,762	8,720	6,247	9,000	893	9,000	8,000
8100	000	Vehicle Maintenance	83,918	92,373	107,803	98,662	38,571	90,000	95,000
8105	000	Fuel	66,499	42,296	52,512	55,000	28,530	59,823	65,000
8110	000	Equipment Maintenance	49,613	29,069	15,368	18,000	6,143	18,000	20,000
8120	000	Building Maintenance	14,065	21,554	7,996	-	15	-	-
8134	000	Safety Clothing/Equipment	20,268	30,682	34,371	33,500	3,268	33,500	30,000
8150	000	Telephone	5,892	126	207	-	204	-	-
8170	000	Professional Services	105,140	190,028	145,392	122,516	70,018	135,000	131,816
8180	000	Contract Services	255,961	339,984	418,050	583,327	202,367	360,000	361,511
8200	000	Training Expense	38,654	18,159	15,695	27,215	17,798	29,110	30,000
8210	000	Training Expense - POST Reimb.	16,248	21,734	25,226	22,000	17,112	24,406	30,000
		<OPERATIONS & MAINTENANCE>	838,936	949,021	993,596	1,112,220	461,895	899,539	910,027
8520	000	Machinery & Equipment	717	123	-	-	-	-	-
8530	000	Computer Equipment	-	-	-	-	-	-	-
8540	000	Automotive Equipment	-	9,411	28	-	-	-	-
		<CAPITAL OUTLAY>	717	9,534	28	-	-	-	-
[101-4011] Police Total			7,198,511	7,529,818	8,419,495	8,620,012	4,367,458	7,990,002	8,815,924

POLICE

Budget Detail **101-4011**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides salaries for all full-time, permanent sworn, and civilian employees ($4,413,859).

7010 Salaries – Temporary/Seasonal/Part-Time
Provides compensation for seasonal, temporary, and other non-salaried part-time employees. Part-time employees include Police Cadets ($140,000).

7020 Overtime
Covers the cost of overtime for non-management personnel. Overtime is used for duties that cause an employee to work beyond their scheduled end-of-shift, court appearances and court on-call status during off-duty hours, and overtime required to fill minimal staffing requirements. Efforts will be made through negotiated agreements with the police officers' association to reduce nonessential overtime costs, however, overtime due to burglary suppression efforts will continue. The use of reserve officers whenever possible has kept these costs down ($500,000).

7040 Holiday
Covers overtime compensation for employees required to work on Holidays ($168,000).

7045 Overtime – Filming Detail
Covers the cost of overtime for providing security at filming locations. The City is reimbursed fully by the film companies for this overtime ($210,000).

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances ($65,000).

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for the purchase of Police report forms; Detective and Records case file folders; office stationery; miscellaneous office supplies ($26,000).

8010 Postage
Provides funds for Police Department postal expenses ($4,000).

8020 Special Department Expense
Provides for department supplies and services to include: Fingerprint supplies, emergency flares, and handheld radio batteries ($5,000); expenses for Police Reserve Officers such as uniform maintenance and reimbursement, court reimbursement, and training for Reserves ($7,500); Festival of Balloons expenses including radio, repeater, and message board rentals ($1,000); lethal and less lethal weapons, training supplies including ammunition and range maintenance and repairs ($25,000); Department of Justice Fingerprint checks ($4,000); Live-Scan ($3,500); community education programs (Teen Academy, Coffee with a Cop, Women's Self Defense, Citizen's Academy, Crime

Prevention Materials and miscellaneous supplies, equipment, and reimbursements ($26,500); and other miscellaneous expenditures ($28,000).

8034 K-9
Provides for training, equipment, maintenance and veterinarian costs ($6,500).

8035 Narco K9 Expenses
Provides for training, equipment, maintenance and veterinarian costs. This is a contract with the South Pasadena Unified School District, which provides for reimbursement of expenses ($10,000).

8050 Printing and Duplication
Provides funds for the printing and duplication of materials such as crime prevention brochures ($3,000); parking, traffic citations, and parking permits ($8,000).

8060 Dues, Memberships, Subscriptions and Books
Fund provides for both memberships and training material. Includes memberships for the Los Angeles County Police Chiefs Association; the California Police Chiefs Association; the San Gabriel Valley Police Chiefs Association; the International Association of Chiefs of Police Chiefs; California Association of Property and Evidence; International Association for Property and Evidence Investigators; California Background Investigators Association; and the California Public Parking Association; subscription to the Pasadena Star News; and subscription service for various legal codes including Penal Code and Vehicle Code ($3,700).

8090 Conference and Meeting Expenses
Provides funds for management training, conferences, transportation, and meeting expenses. This includes providing refreshments for local community and professional meetings of organizations such as the San Gabriel Valley Intelligence meetings and staff meetings ($2,500). Funds are allocated for the Chief of Police to attend certain annual professional meetings and conferences, including the annual conferences for the California Police Chiefs Association ($1,900); the Los Angeles County Police Chiefs Association ($600); and for other personnel to attend miscellaneous meetings and conferences ($3,000).

8100 Vehicle Maintenance and Operations
Provides funds for the maintenance, repairs, and operational costs for the Police vehicle fleet, routine maintenance and repairs ($60,000); collision repairs ($8,000); tires ($6,000); vehicle washes ($3,000); and maintenance and repairs of emergency equipment and vehicle computers ($18,000).

8105 Fuel
Provides funds for fueling of patrol vehicles ($65,000).

8110 Equipment Maintenance
Provides funds for the repair and maintenance of City-owned equipment, excluding police vehicles. This includes maintenance, calibration and repair of radar units; and maintenance and repair of office machines, police radios, video cameras, and other equipment ($20,000).

8134 Safety Equipment and Supplies
Provides for the purchase of safety equipment and supplies for both sworn and civilian personnel, including uniforms for new employees ($4,000); ballistic body armor ($20,000); flashlights ($500); and other safety equipment and supplies ($5,500).

8170 Professional Services
Provides for outside services/retainers for specific needs such as: Arrestee blood alcohol tests ($2,000); sexual assault and victim exams ($2,000); arrestee medical treatment ($15,000); office computer and server maintenance ($45,000); medical, psychological, and background exams for employee candidates ($15,000); Pasadena Police Department crime scene evidence technician ($15,000); fingerprint tracing service ($9,000); tech support, maintenance ($28,816).

8180 Contract Services
Funds contracts that are provided for services such as: Pasadena Humane Society ($125,139); All City Management Crossing Guards ($120,667); inmate housing fees for Alhambra and Pasadena Police Departments ($28,080); ICI Glendale/Pasadena Radio frequencies ($19,000); CAD/RMS technical support ($9,785); Foothill Air Support Team ($28,989); predictive policing ($29,851).

8200 Training Expense
Provides funds for training courses and training materials for Police Department employees that is not reimbursable by P.O.S.T. and the duty manual ($30,000).

8210 P.O.S.T. Training Expense
Provides for training courses and training materials required of police officers to retain or obtain P.O.S.T. certification. A portion of the training is P.O.S.T. reimbursable and goes back into the general fund ($30,000).

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FIRE DEPARTMENT
FISCAL YEAR 2018-19 BUDGET SNAPSHOT

05.16.2018

OVERVIEW

The Fire Department provides for the protection of life, property, and the environment from the adverse effects of fires, medical emergencies, and hazardous conditions through progressive resource deployment. The Department offers Fire prevention programs and community education activities. The Fire Department provides emergency fire and life safety response services around the clock every day of the year.

For Fiscal Years 2018-19 we will be on track to complete the EOC remodel to optimized capability, complete the Local Hazard Mitigation Plan Update, host a total of five CERT courses for the community, and implement a CPR program with the local High School to teach the students the skillset.

During the current Fiscal Year (FY17-18) the Fire department overtime increased by approximately $450,000 due to decrease in full time staff. This was offset by the unfilled full time positions within the department.

Notable Changes- Wages and Benefits

While there are no significant increases to the salaries and no increases based on the Memorandum of Understanding there are increases associated with increased retirement costs and health benefit costs.

Notable Changes- Operations and Maintenance

Increase in contract services by $15,000 for blackboard connect, a community alerting system

Capital Outlay

One time increase due to Emergency Operations Center (EOC) approved discretionary funds.

FIRE
Department Summary

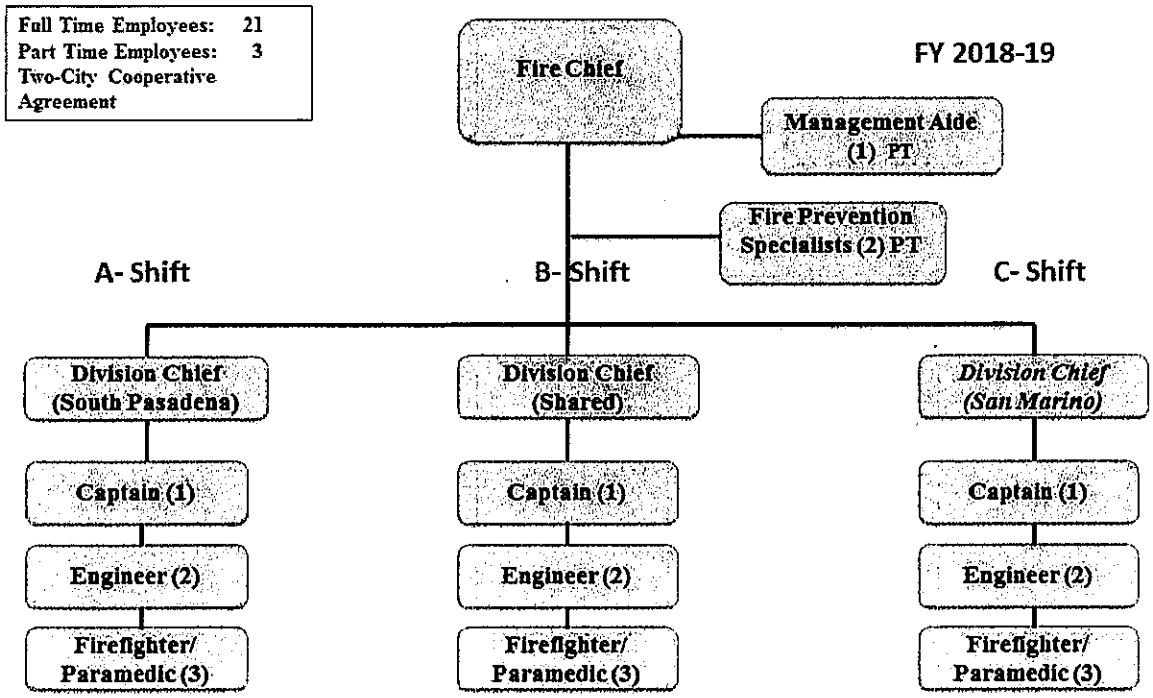
EXPENDITURE SUMMARY	Actual 2014/15	Actual 2015/16	Actual 2016/17	Budget 2017/18	Estimated 2017/18	Proposed 2018/19
Wages & Benefits	3,455,487	3,703,997	4,153,646	4,108,289	4,160,119	4,456,550
Operations & Maintenance	979,294	875,182	863,595	509,600	450,943	511,700
Capital Outlay	36,482	84,384	981,038	10,000	100,000	120,000
Total Expenses by Category	**4,471,263**	**4,663,563**	**5,998,279**	**4,627,889**	**4,711,062**	**5,088,250**
[101-5011] Fire	4,467,061	4,626,740	5,031,694	4,592,889	4,611,062	4,948,250
[101-5012] Emergency Preparedness	-	36,516	23,505	35,000	100,000	140,000
[105-5011] Facilities & Equipment Replacement	-	-	943,080	-	-	-
[274-5019] Fire Grant	4,202	307	-	-	-	-
Total Expenses by Program	**4,471,263**	**4,663,563**	**5,998,279**	**4,627,889**	**4,711,062**	**5,088,250**

Fire Chief	1
Fire Division Chief	2
Fire Captain	3
Fire Engineer	6
Firefighter/Paramedic	9
Total	**21**

FIRE
Department Description and Authorized Positions

Fire Department

Department Description and Authorized Positions



FIRE

Budget Detail 101-5011

Acct	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	Salaries - Permanent	1,485,211	1,601,238	1,658,037	1,988,689	770,752	1,648,750	2,065,534
7010	Salaries - Temp / Part	48,858	48,663	42,559	60,000	25,180	47,811	60,000
7020	Overtime	570,949	525,404	763,523	530,000	523,441	957,216	530,000
7030	Overtime - FLSA	91,996	101,920	90,241	110,000	23,098	52,000	125,000
7040	Holiday	58,494	63,820	63,900	65,000	36,063	61,000	65,000
7045	Overtime - Special Detail	171,703	179,725	150,412	140,000	57,274	135,000	140,000
7060	IOD - Safety	109,616	46,890	22,880	-	9,105	25,000	-
7065	Fitness	6,200	7,500	5,700	9,000	3,100	3,100	9,000
7070	Leave Buyback	77,507	71,048	86,089	77,000	57,574	57,573	77,000
7100	Retirement	376,647	540,400	580,976	727,624	509,135	666,612	878,357
7108	Deferred Compensation	1,443	1,596	1,660	2,775	449	2,290	4,030
7110	Workers Compensation	274,358	304,017	498,017	170,203	132,279	266,277	176,780
7122	Unemployment Insurance	-	-	32	-	75	75	-
7130	Group Health Insurance	114,925	141,838	120,171	148,260	75,988	165,613	243,540
7140	Vision Insurance	3,463	4,346	3,685	4,800	1,907	4,034	5,040
7150	Dental Insurance	12,410	14,657	12,432	18,000	5,185	11,749	18,900
7160	Life Insurance	1,872	1,827	1,614	1,980	652	1,345	2,079
7170	FICA - Medicare	32,989	36,971	39,018	41,958	22,557	44,926	43,290
7180	Car/Uniform Allowance	12,644	12,137	12,700	13,000	9,748	9,748	13,000
	<WAGES & BENEFITS>	3,451,285	3,703,997	4,153,646	4,108,289	2,263,562	4,160,119	4,456,550
8000	Office Supplies	4,153	4,074	3,725	3,700	2,044	3,650	3,700
8010	Postage	820	892	965	1,000	208	800	1,000
8020	Special Department Expense	44,022	40,330	45,757	43,000	27,531	42,500	44,000
8025	Medical Supplies	25,464	21,801	27,304	25,000	11,563	25,500	31,000
8026	Hazardous Materials	1,973	2,018	1,327	1,500	-	500	700
8040	Advertising	-	-	-	-	-	-	-
8050	Printing/Duplicating	1,119	952	1,685	1,000	504	900	1,000
8060	Dues & Memberships	665	818	75	800	475	635	800
8080	Books & Periodicals	1,996	807	1,305	2,000	147	1,650	2,000
8090	Conference & Meeting Expense	527	-	79	500	750	1,500	1,500
8100	Vehicle Maintenance	45,820	47,867	52,789	37,500	24,207	38,500	37,500
8105	Fuel	-	-	-	12,500	8,930	13,000	13,500
8110	Equipment Maintenance	12,313	7,908	12,745	11,000	7,485	10,800	11,000
8120	Building Maintenance	11,844	10,889	10,523	10,000	876	9,500	10,000
8132	Uniform Expense/Cleaning	500	-	307	-	-	-	-
8134	Safety Clothing/Equipment	15,653	26,159	26,820	27,000	15,894	45,000	28,000
8150	Telephone	329	633	-	-	-	-	-
8170	Professional Services	24,584	22,819	33,546	33,600	7,712	48,600	36,000
8180	Contract Services	106,143	121,232	127,116	128,000	70,894	134,008	150,000
8183	Contract Services - Command Sharing	671,695	529,159	499,062	137,500	-	65,000	110,000
8200	Training Expense	9,674	11,354	9,195	9,000	7,424	8,900	10,000
	<OPERATIONS & MAINTENANCE>	979,294	849,712	854,325	484,600	186,646	450,943	491,700
8520	Machinery & Equipment	36,232	73,031	23,723	-	337		
8530	Computer Equipment	250	-		-	-		
	<CAPITAL OUTLAY>	36,482	73,031	23,723	-	337	-	-
[101-5011] Fire Total		4,467,061	4,626,740	5,031,694	4,592,889	2,450,545	4,611,062	4,948,250

FIRE

Budget Detail **101-5011**

PERSONNEL SERVICES

7000 Regular Salaries
Provides funds for fire administration, command/suppression personnel, and support staff.

7010 Part-Time Salaries
Provides funds for three part-time employees to perform fire prevention services and secretarial duties.

7020 Overtime
Covers the cost of overtime for non-management personnel. Overtime is used for duties that cause an employee to work beyond their scheduled end-of-shift, and overtime required to fill minimal staffing requirements.

7040 Holiday
Covers overtime compensation for employees required to work on Holidays.

7045 Overtime – Filming Detail
Covers the cost of overtime for providing security at filming locations. The City is reimbursed fully by the film companies for this overtime.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for the purchase of departmental office supplies, stationary, and miscellaneous equipment ($2,300); toner ($800) and copy paper ($600).

8010 Postage
Provides funds for department and Public Safety Commission bulk mailing and postal expense ($1,000).

8020 Special Department Supplies
Provides funds for extraordinary department supplies and services including damaged or unanticipated operating supplies, materials ($11,000); or non-safety orientated equipment ($3,200); cleaning supplies ($4,500); linen services ($7,000); department identification cards ($300); Emergency Preparedness ($4,000); expenses for the Public Safety Fair ($1,000); and miscellaneous supplies, equipment, and reimbursement that does not fall within one of the other accounts ($8,500). Replacement and upgrades to department PCs, printers, and computer software; Firehouse Software ($4,500).

8025 Paramedic and Emergency Medical Services and Supplies
Provides funds for purchasing expendable medical supplies and equipment utilized during the delivery of paramedic and emergency medical services ($18,000). Expendable medical supplies include oxygen, intravenous fluids, and non-reusable medical devices, defibrillator pads, and required pharmaceuticals ($10,000); and other medical supplies ($3,000).

8026 Hazardous Materials
Provides funding for the purchase of hazardous materials inspection and compliance materials ($500) to maintain the department's Participating Agency inspections status Notices ($200).

8050 Printing and Duplicating
Provides for printing and duplication of fire prevention and brush abatement literature, public education materials, and disaster preparedness documentation, printing Inspection Notices, Brush Violation Notices ($600), and business cards ($400).

8060 Dues and Membership
Provides funds for membership in the California and International Fire Chiefs Associations, Foothill Fire Chiefs and Training Officers Association, Regional Arson Strike Team, L.A. Area Fire Marshalls Association, National Fire Protection Association ($800).

8080 Books and Training Materials
Provides funds to purchase fire codes, training manuals, educational videos/software, and professional development literature ($2,000).

8090 Meeting and Conference Expense
Provides funds for conference attendance, meeting expenses, and transportation. Includes funding local meeting expenses, California Fire Chiefs annual meeting, and the Fire Chief Conference ($1,500).

8100 Vehicle Maintenance
Provides funding to cover the operating expenses, repairs, and preventive maintenance of all department vehicles. Repairs include emergency/unscheduled repairs to front line apparatus ($37,500).

8105 Fuel
Provides fuel for fire apparatus ($6,750 Diesel fuel) and ($6,750 unleaded gasoline).

8110 Equipment Maintenance
Provides funds for the maintenance, repair, or replacement of department rescue saws, hydraulic extrication equipment, lighting equipment, technical rescue tools, and related emergency response equipment ($9,600); and annual ladder testing ($1,400).

8120 Building Maintenance
Provides funds for cleaning supplies, maintenance, and minor repair of the fire station facility and repair to apparatus doors ($5,000). Includes routine repair and maintenance costs related to the HVAC ($4,000), and gasoline and diesel fuel distribution system ($1,000).

8134 Safety Clothing and Equipment
Provides funds to purchase and maintain Cal OSHA mandated personal protective equipment, self-contained breathing apparatus, and chemical protective suits ($16,000). Provides funds to purchase safety turn out gear ($12,000).

8170 Professional Services
Provides funds for contract services that provide mandated medical continuing education for paramedics and firefighters, emergency medical services program quality assurance (28,850), employee medical monitoring including bi-annual physicals, new employee physicals, communicable disease prevention training (3,150), Cal OSHA mandated respiratory protection annual testing ($4,000).

8180 Contract Services
Provides funds for comprehensive fire dispatching and emergency radio communications services from the Verdugo Dispatch Center ($135,000); and Black Board Connect Mass Notification System ($15,000).

8183 Contract Services – San Marino
Provides funds for comprehensive shared Fire Command Staff with the City of San Marino ($110,000).

8200 Training Expense
Provides funds for mandated and specialized training necessary for the maintenance of technical firefighting, rescue skills, and paramedic recertification. Includes training for Department managers and supervisors in leadership and safety compliance issues. ($5,000). Includes use of multi-agency Training Tower ($5,000).

EMERGENCY PREPAREDNESS

Budget Detail 101-5012

Acct	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8020	Special Department Expense	-	25,470	9,270	25,000	26		20,000
	<OPERATIONS & MAINTENANCE>	-	25,470	9,270	25,000	26	-	20,000
8520	Machinery & Equipment	-	11,046	14,235	10,000	5,109	-	15,000
8523	EOC Equipment	-	-	-	-	-	100,000	105,000
	<CAPITAL OUTLAY>	-	11,046	14,235	10,000	5,109	100,000	120,000
[101-5012] Emergency Preparedness Total		-	36,516	23,505	35,000	5,135	100,000	140,000

EMERGENCY PREPAREDNESS

Budget Detail **101-5012**

OPERATIONS & MAINTENANCE

8020 Special Department Expense
Provides funds for operational items such as the Emergency Operations Plan (EOP), Disaster Mitigation Plan (DMP), EOC supplies and operations and disaster preparedness supplies ($15,000), EOC training for Department Directors (5,000).

CAPITAL OUTLAY

8520 Machinery and Equipment
Provide funds for CERT training, operations and equipment ($15,000).

8523 EOC Supplies
Provides funds for the remodel of the City's Emergency Operations Center. Remodel Includes updated communications, supplies, equipment and furniture ($105,000).

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PUBLIC WORKS
FISCAL YEAR 2018-19 BUDGET SNAPSHOT

OVERVIEW

The Public Works department is pleased to submit the Fiscal year 2018-19 budget proposal. Public Works Administration coordinates all activities of the Department, including Environmental Programs, citywide Lighting and Landscape Maintenance District, solid waste and street sweeping contract and the graffiti abatement contract.

The Engineering Division reviews plans, issues permits, and provides inspections for private construction projects involving grading or public right-of-way work.

The Parks Maintenance Division maintains the City's parks, playgrounds and medians in a safe and aesthetically pleasing manner. It also maintains the urban forestry in the public right-of-way.

The Facilities Maintenance Division is provides routine maintenance, repairs, and minor modifications of all City buildings. Facilities Maintenance Division also maintains City owned street lights and traffic signals.

The Streets and Sewers Division oversees maintenance and repair of streets, storm drains, sidewalks and sewers.

The Water Division is responsible for the production, treatment and distribution of potable water to the residents and businesses of the City. In addition, the Water Division also plans for long term water resources and implements Water Conservation programs.

Notable Changes- Wages and Benefits

Increase in Wages and Benefits due to increase in retirement and health insurance.
1 FTE (Water Conservation/Environmental Analyst) moved to Public Works Department.

Notable Changes- Operations and Maintenance

Increase in Public works administration account due to consolidation of account with environmental.

Increase in Contract Services due to annual increases and minimum wage increase, including landscape maintenance, janitorial and tree maintenance contracts.

Increase in Water division for purchase of MWD water (partially offset by decrease in water production/pumping) through enterprise account.

Increase in service costs at new Garfield Reservoir building, including phones, copier, elevator and landcare maintenance.

Increase for new tree planting program ($25,000).

Capital Outlay

Citywide Street Improvements- see CIP

War Memorial Building- see CIP

Wellhead Treatment- see CIP

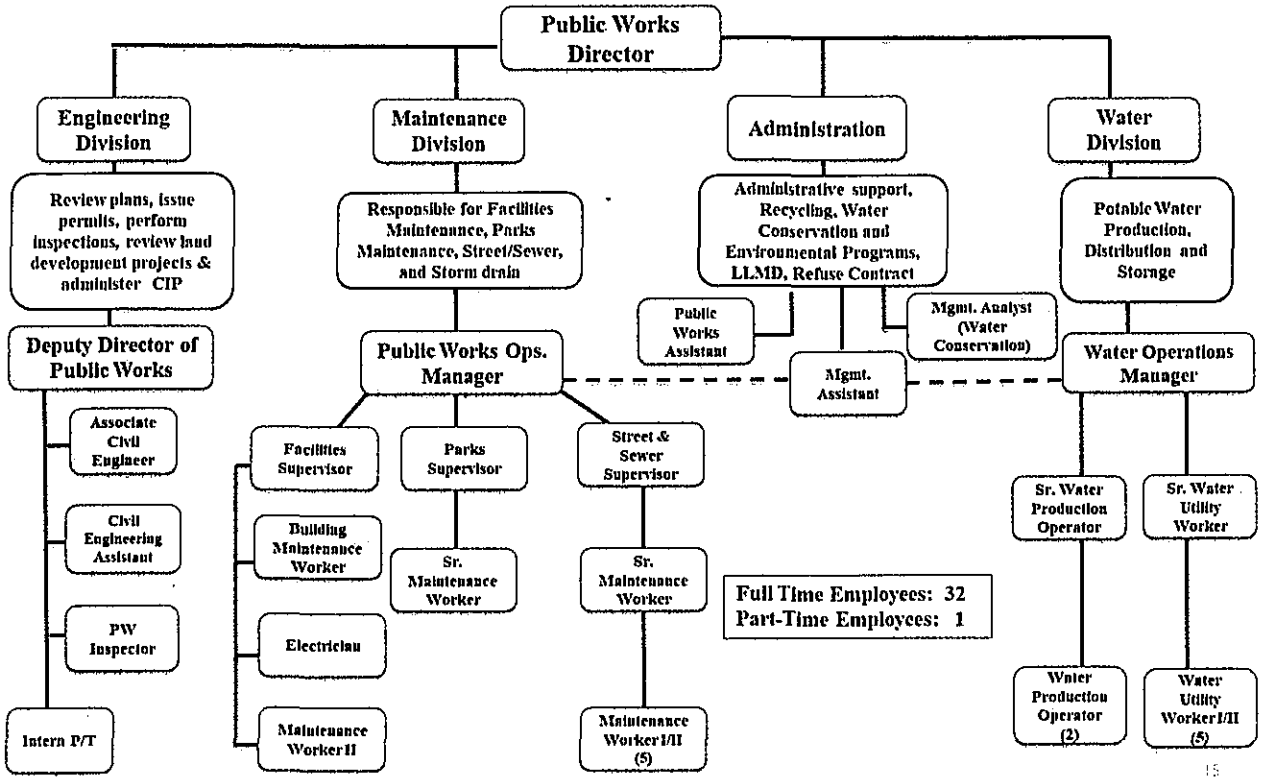
Graves Reservoir- see CIP

PUBLIC WORKS
Department Summary

EXPENDITURE SUMMARY	Actual 2014/15	Actual 2015/16	Actual 2016/17	Budget 2017/18	Estimated 2017/18	Proposed 2018/19
Wages & Benefits	2,949,227	3,162,216	3,331,670	3,333,156	3,230,144	3,304,551
Operations & Maintenance	4,442,393	4,453,849	5,247,032	5,359,497	5,650,101	6,854,098
Capital Outlay	148,213	152,790	977,000	533,000	247,194	98,000
Other Expenses	15,395	33,512	-	-	-	-
Total Expenses by Category	**7,555,228**	**7,802,367**	**9,555,702**	**9,225,653**	**9,127,439**	**10,256,649**
[101-6015] Environmental Services	148,512	176,958	307,658	304,166	320,548	-
[101-6011] PW Admin & Engineering	423,981	485,049	515,878	499,453	501,270	781,588
[101-6410] Park Maintenance	367,340	409,997	513,703	532,230	522,081	547,550
[101-6601] Facilities Maintenance	660,346	654,372	695,155	739,674	761,682	818,503
[105-6116] Street Maintenance	-	-	-	50,000	-	-
[207-6011] PW Admin & Engineering	-	2,536	-	-	-	-
[210-6501] Sewer Operations	461,575	535,646	1,139,237	842,099	586,787	748,921
[210-9990] Unfunded Liabilities	199	29,599	-	-	-	-
[210-9997] Unfunded Liabilities	15,196	-	-	-	-	-
[215-6115] Traffic Signals	119,406	123,759	180,900	180,900	180,900	180,900
[215-6118] Sidewalk Maintenance	-	11,232	10,000	10,000	10,000	-
[215-6201] Street Lighting	204,541	260,207	309,800	235,700	240,186	233,100
[215-6310] Street Trees	508,678	535,130	592,985	614,526	549,319	569,283
[215-6416] Median Strips	63,523	32,462	64,000	64,000	64,000	64,000
[225-6801] Mission Oaks Parking District	-	-	-	-	-	-
[230-6116] Street Maintenance	713,449	549,729	808,225	636,608	759,832	617,252
[232-6301] Street Trees	8,390	177	-	-	-	-
[232-6417] Prop "A" Park Maintenance	15,587	39,341	3,900	43,500	45,400	63,500
[277-6011] PW Admin & Engineering	-	22,824	-	-	-	-
[310-6501] Sewer Operations	387,663	316,718	-	3,384	88,182	-
[500-6710] Water Distribution	975,179	1,018,512	1,295,271	1,325,859	1,237,860	1,169,148
[500-6711] Water Production	2,481,663	2,594,206	3,118,991	3,143,554	3,259,393	4,462,904
[500-9990] Unfunded Liabilities	-	3,913	-	-	-	-
Total Expenses by Program	**7,555,228**	**7,802,367**	**9,555,702**	**9,225,653**	**9,127,439**	**10,256,649**

Public Works Director	1
Deputy Public Works Director	1
PW Operations Manager	1
Associate Civil Engineer	1
Civil Engineering Assistant	1
Public Works Assistant	1
Management Assistant	1
Public Works Inspector	1
Facilities Supervisor	1
Electrician	1
Building Maintenance Worker	1
Parks Supervisor	1
Streets/Sewers Supervisor	1
Water Operations Manager	1
Senior Maintenance Worker	2
Water Production Operator	2
Maintenance Worker I/II	6
Senior Water Utility Worker	1
Senior Water Production Operator	1
Water Utility Worker I/II	5
Total	**32**

PUBLIC WORKS
Department Description and Authorized Positions



PUBLIC WORKS ADMINISTRATION

Budget Detail 101-6011

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	239,918	248,637	246,619	266,396	136,620	288,506	353,821
7010	000	Salaries - Temp / Part	2,197	-	9,919	20,000	8,750	15,000	20,000
7020	000	Overtime	160	206	195	-	-	-	-
7070	000	Leave Buyback	1,584	9,382	2,787	3,500	3,968	4,000	3,500
7100	000	Retirement	35,127	43,523	45,404	58,668	41,853	53,744	76,340
7108	000	Deferred Compensation	1,083	1,099	488	969	149	892	1,296
7110	000	Workers Compensation	12,521	15,083	14,576	6,513	3,869	7,731	7,859
7130	000	Group Health Insurance	17,876	23,264	18,847	22,155	12,728	24,121	34,275
7140	000	Vision Insurance	450	626	580	708	340	658	936
7150	000	Dental Insurance	1,748	2,259	1,969	2,655	1,148	2,321	3,510
7160	000	Life Insurance	266	290	243	292	129	275	386
7170	000	FICA - Medicare	3,445	3,785	4,178	4,152	2,747	5,577	5,420
		<WAGES & BENEFITS>	316,375	348,154	345,805	386,008	212,301	402,825	507,343
8000	000	Office Supplies	27	697	905	1,000	716	1,000	1,000
8010	000	Postage	1,810	2,160	1,223	1,500	478	1,500	2,000
8020	000	Special Department Expense	9,215	9,031	8,524	9,940	5,865	9,940	134,040
8040	000	Advertising	4,539	3,092	812	1,800	465	1,800	4,300
8050	000	Printing/Duplicating	13,908	4,105	5,090	6,000	290	6,000	7,500
8060	000	Dues & Memberships	1,182	794	408	1,715	20	1,715	1,915
8090	000	Conference & Meeting Expense	-	-	1,224	1,700	963	1,700	3,700
8100	000	Vehicle Maintenance	2,653	1,749	1,519	1,500	1,506	1,500	1,500
8110	000	Equipment Maintenance	383	839	261	290	194	290	290
8170	000	Professional Services	70,058	111,384	6,616	88,000	2,263	88,000	108,000
8180	000	Contract Services	595	-	-	-	276	-	10,000
8300	000	Lease Payment	3,236	3,044	397	-	-	-	-
		<OPERATIONS & MAINTENANCE>	107,606	136,895	26,979	113,445	13,035	113,445	274,245
[101-6011] PW Admin & Engineering Total			423,981	485,049	372,784	499,453	225,336	516,270	781,588

PUBLIC WORKS ADMINISTRATION

Budget Detail **101-6011**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides the partial compensation for the Public Works Director, Deputy Public Works Director, Public Works Operations Mgr., Public Works Assistant, Associate Engineer, Public Works Inspector, Civil Engineering Assistant, Management Assistant, and Water Conservation Analyst. Refer to the Appendix for a detailed allocation list.

7010 Salaries – Part-Time
Provides compensation for seasonal, Public Works Intern, and other non-salaried part-time employees.

7020 Overtime
Covers the cost of overtime for non-management staff attending commission meetings and, as authorized, official City events outside of regular office hours.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for department office supplies ($1,000).

8010 Postage
Provides funds for City mailings and overnight deliveries ($1,500). Provides funds for citywide mass mailings concerning environmental programs ($500).

8020 Department Expense
Provides funds for Public Works Engineering supplies and services including computer supplies, county assessor maps, and data updates. In addition, includes Environmental Programs supplies and services. Annual Realquest Assessor Parcel Map software subscription ($3,600); Annual Autocad Map software subscription renewal ($1,090); ESRI ArcMap GIS software subscription renewal ($2,000); County Recorder recording fees ($750); Comcate software subscription ($2,300); Cell phone service ($1,000); Provides funds for annual NPDES storm drain permit ($9,000); State Water Resources Control Board Waste Discharge Fee ($600); supplies for the Natural Resources and Environmental Commission ($500); Adopt-a-Park signage ($300); Catch basin inserts ($12,000) for compliance with the LA River Trash Total Maximum Daily Load (TMDL); Annual AQMD Generator permit fee ($600); Participatory cost share in LA River Metals TMDL Coordinated Monitoring Plan ($2,300); LA River Bacteria TMDL Coordinated Integrated Monitoring Plan implementation ($15,000); Upper LA River Enhanced Watershed Management Program Development ($50,000) for MS4 Permit compliance; Arroyo Seco Army Corps Study, Year 2 ($30,500); Promotional items related to environmental programs ($2,500).

8040 Advertising
Provides funds for advertising of legal notices, recruitment postings, and notices of various City activities ($1,800). Provides funds for promoting environmental programs and related City activities through advertising and program announcements in the local newspaper ($2,500).

8050 Printing and Duplication
Provides funds for the printing and duplication of materials. Utility bill insert ($600). Business cards ($150). Reprographic costs for oversized maps and plans ($1,150). Costs for duplications of plans and specifications for bidding purposes ($4,100). Note that expenses for duplication are charged to this account, but are reimbursed to revenue account 101-5220-01 by the Contractors who purchase the bid documents. Provides funds for the printing and duplication of materials promoting activities and practices that protect water quality in rivers and the ocean associated with pollution and waste material entering the storm drain system, hazardous waste collection event information ($1,500).

8060 Dues, Memberships, Subscriptions, and Books
Provides funds for membership fees, dues, subscriptions, and publications of professional organizations such as the American Society of Civil Engineers (ASCE) and the American Public Works Association (APWA). Memberships are limited to the Public Works Director and Deputy Public Works Director. Similar membership fees for the American Water Works Association is detailed in Fund 500. APWA membership dues ($660); National Arbor Foundation Membership ($25). Books ($400) and seminars ($400). Professional Engineer's license renewals ($230). Provides funds for membership fees, dues, subscriptions, and publications of professional organizations related to advancing environmental protection and concerns ($200).

8090 Conference and Meeting Expense
Provides funds for conference registration and meeting expenses for APWA meeting ($600); San Gabriel Valley Council of Governments Technical Advisory Committee meetings ($300); City & County Engineers Association ($300) and other seminars ($500). Provides funds for conference registration and meeting expenses related to advancing environmental protection and concerns ($2,000).

8100 Vehicle Maintenance and Operations
Provides funds for operating the Toyota Prius staff car (Unit 101) including gas, routine maintenance services and repairs ($1,500).

8110 Equipment Maintenance
Public Works share of postage machine rental ($290).

8170 Professional Services
Professional on-call traffic engineering services and studies ($30,000). Consultant services for annual DBE certification required by Caltrans ($3,000). Also funds plan checking and general on-call engineering services ($25,000). GIS system maintenance services ($5,000). Capital project specific design, inspection and management services are charged to the appropriate capital project accounts. Provides for the cost of professional services to achieve full compliance with the NPDES permit and other environmental programs. NPDES consultant services ($45,000).

8180 Contract Services
Annual citywide catch basin cleaning services ($10,000) required for MS4 Permit compliance.

PARK MAINTENANCE

Budget Detail 101-6410

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	88,740	92,835	71,521	98,041	41,867	93,884	97,374
7010	000	Salaries - Temp / Part	-	-		-	-	-	-
7020	000	Overtime	1,895	3,180	1,218	2,000	331	2,000	2,000
7040	000	Holiday	-	132	108	-	-	-	-
7055	000	IOD - Non Safety	-	-	194	-	-	-	-
7070	000	Leave Buyback	291	2,098	4,618	1,500	588	1,500	-
7100	000	Retirement	13,268	15,084	15,520	21,591	14,324	18,094	17,692
7108	000	Deferred Compensation	308	226	213	275	41	245	276
7110	000	Workers Compensation	6,871	8,341	6,773	3,506	1,809	3,892	3,476
7130	000	Group Health Insurance	6,818	9,378	6,834	10,395	5,448	12,075	16,320
7140	000	Vision Insurance	260	350	232	324	150	311	324
7150	000	Dental Insurance	775	1,006	800	1,215	296	829	1,215
7160	000	Life Insurance	131	120	93	133	35	72	133
7170	000	FICA - Medicare	1,277	1,487	1,096	1,450	614	1,324	1,440
		<WAGES & BENEFITS>	120,634	134,237	109,220	140,430	65,503	134,226	140,250
8000	000	Office Supplies	523	391	641	800	229	800	800
8020	000	Special Department Expense	23,637	21,552	29,050	25,500	16,906	31,055	25,500
8100	000	Vehicle Maintenance	1,762	2,522	1,032	1,500	541	1,500	1,500
8110	000	Equipment Maintenance	772	915	1,027	2,500	428	2,500	2,500
8140	000	Utilities	38,927	37,096	38,043	40,000	16,928	40,000	40,000
8170	000	Professional Services	19,874	-	9,115	15,000	5,060	15,000	15,000
8180	000	Contract Services	148,351	202,583	216,093	275,000	71,512	285,500	310,500
8200	000	Training Expense	120	122	-	1,500	116	1,500	1,500
8262	000	Graffitti Removal	12,740	10,579	10,643	10,000	3,714	10,000	10,000
		<OPERATIONS & MAINTENANCE>	246,706	275,760	305,644	371,800	115,434	387,855	407,300
8520	000	Machinery & Equipment	-	-	-	20,000	-		
8530	000	Computer Equipment	-	-		-	-		
		<CAPITAL OUTLAY>	-	-	-	20,000	-	-	-
[6410] Park Maintenance Total			367,340	409,997	414,864	532,230	180,937	522,081	547,550

PARK MAINTENANCE

Budget Detail **101-6410**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides partial compensation for a Sr. Maintenance Worker, Parks Supervisor, Management Assistant, Public Works Operations Manager and Deputy PW Director. Refer to the Appendix for a detailed allocation list.

7020 Overtime
Covers the cost of overtime for non-management staff performing emergency call outs and attending commission meetings.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for department office supplies ($400) and miscellaneous expenses ($400).

8020 Special Department Expense
Provides for special and miscellaneous division supplies and materials ($3,000) including irrigation controllers and sprinklers ($10,500), fertilizer ($2,000), miscellaneous garden supplies ($3,000), pest control products ($2,500), miscellaneous park supplies ($2,500), and humane bee control service ($2,000).

8100 Vehicle Maintenance
Provides funds for operational costs for parks vehicles including smog certifications ($500) and routine maintenance services ($1,000).

8110 Equipment Maintenance
Provides funds for the repair and maintenance of equipment ($2,500).

8140 Electricity
Provides funds for electrical service by Southern California Edison to City park facilities ($40,000).

8170 Professional Services
Provides funds for the use of professionals such as landscape architects, arborists, and other professional services related to the maintenance of the City parks and the equipment located at the parks ($15,000), such as soil and tissue sampling services, arborists reports, and sports field consulting.

8180 Contract Services

Provides funds for partial cost of contracted services by LandCare to maintain the parks and playing fields, including irrigation system repairs ($220,000). The remainder of this contract is charged to LLD Street Medians (account 215-6416-8180). Also provides funds for gopher abatement ($4,000), the rental of an extended boom truck to access field lighting ($1,000). Landscape services ($35,500), and supplemental tree trimming and replacement ($50,000).

8200 Training Expense

Provides funds for training seminars, materials, and job-related training sessions for employees ($1,000). The seminars and training are necessary to keep certifications for required job related functions. Also includes costs for books and manuals ($500).

8262 Graffiti Removal

Provides funds for graffiti removal contract services. Graffiti Control Systems, North Hollywood, is providing services for the graffiti eradication services ($10,000).

FACILITIES MAINTENANCE

Budget Detail 101-6601

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	212,735	206,211	243,886	247,119	121,279	253,860	235,382
7020	000	Overtime	2,566	1,874	2,912	2,500	369	2,500	2,500
7040	000	Holiday	-	-		-	-	-	-
7070	000	Leave Buyback	190	2,262	3,555	1,500	2,433	2,500	1,500
7100	000	Retirement	28,227	33,113	40,753	46,494	34,336	46,425	51,069
7108	000	Deferred Compensation	211	163	213	275	41	245	276
7110	000	Workers Compensation	18,191	19,615	25,076	11,363	6,234	12,493	10,778
7130	000	Group Health Insurance	20,922	25,173	26,449	28,020	15,773	33,357	35,265
7140	000	Vision Insurance	621	766	769	888	389	778	888
7150	000	Dental Insurance	2,316	2,772	3,805	3,330	1,413	2,839	3,330
7160	000	Life Insurance	354	353	362	366	181	364	366
7170	000	FICA - Medicare	2,973	3,024	3,412	3,619	1,762	3,621	3,449
		<WAGES & BENEFITS>	289,306	295,326	351,192	345,474	184,211	358,982	344,803
8000	000	Office Supplies	20	1,440	820	1,200	215	1,200	1,200
8020	000	Special Department Expense	45,059	39,411	17,693	45,000	19,858	45,000	45,000
8060	000	Dues & Memberships	-	138	-	700	-	700	700
8100	000	Vehicle Maintenance	1,767	1,403	1,491	1,500	416	1,500	1,500
8110	000	Equipment Maintenance	1,492	2,400	810	1,500	248	1,500	1,500
8120	000	Building Maintenance	73,444	75,110	79,708	70,000	13,767	70,000	70,000
8130	000	Small Tools	1,263	2,108	370	3,000	-	3,000	3,000
8132	000	Uniform Expense/Cleaning	1,503	1,559	1,171	2,000	984	2,000	2,000
8134	000	Safety Clothing/Equipment	1,027	1,279	1,211	1,200	224	1,200	1,200
8140	000	Utilities	88,991	83,646	83,705	144,600	54,700	144,600	144,600
8180	000	Contract Services	144,001	144,218	141,363	112,000	68,546	133,000	203,000
8200	000	Training Expense	-	1,333	-	1,500	-	1,500	1,500
		<OPERATIONS & MAINTENANCE>	358,567	354,045	328,342	384,200	158,957	405,200	475,200
8520	000	Machinery & Equipment	12,473	5,001	3,483	10,000	-	-	-
		<CAPITAL OUTLAY>	12,473	5,001	3,483	10,000	-	-	-
[101-6601] Facilities Maintenance Total			660,346	654,372	683,017	739,674	343,167	764,182	820,003

FACILITIES MAINTENANCE

Budget Detail **101-6601**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides compensation for a full time Maintenance Worker II and a Building Maintenance Worker and partial compensation for the Electrician, Facility Maintenance Supervisor, Public Works Operations Manager, Deputy PW Director. Refer to the Appendix for a detailed allocation list.

7020 Overtime
Covers the cost of overtime for non-management staff performing emergency call outs after hours.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for department office supplies ($600) and miscellaneous expenses ($600).

8020 Special Department Expense
Provides for special and miscellaneous department supplies and services including construction supplies ($10,000), playground hardware ($2,000), paint and painting supplies ($2,000), electrical supplies and parts including light bulbs ($5,000), paper goods ($15,000), first aid kits ($300), cell phone monthly service charge ($2,200), garage door maintenance ($3,000), fire extinguisher maintenance ($1,200), elevator certification ($2,000), and miscellaneous expenses for City facilities ($2,300).

8060 Dues/Memberships/Subscriptions
Provides funds for membership fees, dues, subscriptions and publications to professional organizations ($700).

8100 Vehicle Maintenance and Operations
Provides funds for operational costs for gas, oil, tires, batteries, parts, repairs and routine maintenance for the building maintenance worker's vehicles ($1,250) and smog certifications ($250).

8110 Equipment Maintenance
Provides funds for repair and maintenance of City owned equipment ($1,500).

8120 Building Maintenance
Provides for building maintenance services and supplies. Contract maintenance of air conditioning system ($15,000), elevators ($9,000), pest control services ($4,800), locksmith service ($2,000), and generator maintenance ($10,000). Additional repairs costs for HVAC system repairs ($5,000), electrical repairs ($5,000), painting ($3,500), plumbing services ($7,000), garage door and motorized gate maintenance and part replacements ($5,000), and emergency service response ($3,700).

8130 Small Tools
Provides for replacement or purchase of worn or damaged hand and power tools ($3,000).

8132 Uniform Expenses
Provides for the purchase and service of City supplied uniforms ($2,000).

8134 Safety Equipment & Supplies
Provides for the purchase of safety equipment and supplies ($1,200).

8140 Utilities
Provides funds for electrical service by Southern California Edison to City facilities ($144,600).

8180 Contract Services
Janitorial services for City buildings including twice a week day porter service ($180,000). The remainder of this contract is charged to 232-6471-8180. CNG annual maintenance contract ($3,000) and CNG station repairs ($5,000). Annual underground service tank (UST) inspections and cleaning ($15,000).

8200 Training Expenses
Provides funds for training seminars, materials, and job-related training sessions for employees ($500). CNG station, safety and HVAC trainings ($1,000).

SEWER MAINTENANCE

Budget Detail 210-6501

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	222,047	293,965	280,881	322,778	129,916	251,143	317,396
7010	000	Salaries - Temp / Part	116	-	-	-	-		
7020	000	Overtime	4,228	(362)	3,762	3,000	1,203	3,000	3,000
7040	000	Holiday	-	-	662	-	450		
7070	000	Leave Buyback	2,495	7,135	10,267	2,500	3,385		
7100	000	Retirement	32,572	456	50,199	60,495	42,162	52,576	75,446
7108	000	Deferred Compensation	818	1,068	962	1,536	163	830	1,077
7110	000	Workers Compensation	14,707	21,059	21,293	10,551	4,553	8,572	10,348
7120	000	Disability Insurance	99	-	397		-	-	-
7130	000	Group Health Insurance	18,772	29,300	26,010	32,431	12,297	24,244	34,174
7131	000	Retiree Health Insurance	10,943	40,885	-	12,000	-	16,739	16,800
7140	000	Vision Insurance	498	888	734	1,058	338	655	1,058
7150	000	Dental Insurance	1,861	3,083	2,592	3,969	1,148	2,300	3,969
7160	000	Life Insurance	304	396	370	436	152	314	436
7170	000	FICA - Medicare	3,182	4,360	4,234	4,723	1,999	3,842	4,645
9997	000	OPEB Expense	15,196	-	-	-	-	-	-
9990	000	Pension Expense	199	29,599	-	-	-	-	-
		<WAGES & BENEFITS>	328,037	431,832	402,363	455,477	197,766	364,215	468,349
8000	000	Office Supplies	378	600	338	600	306	600	600
8010	000	Postage	545	-	-	600	-	600	600
8020	000	Special Department Expense	20,633	18,123	12,541	27,000	5,753	27,000	27,000
8050	000	Printing/Duplicating	-	-	-	200	-	200	200
8060	000	Dues & Memberships	500	-	255	500	-	500	500
8090	000	Conference & Meeting Expense	-	-	220	800	-	800	800
8100	000	Vehicle Maintenance	14,262	17,559	6,090	15,000	1,172	7,000	15,000
8110	000	Equipment Maintenance	-	-	1,795	5,000	-	5,000	5,000
8120	000	Building Maintenance	500	1,200	-	1,200	-	1,200	1,200
8130	000	Small Tools	-	-	-	1,500	-	1,500	1,500
8132	000	Uniform Expense/Cleaning	1,665	539	570	1,200	316	1,200	1,200
8134	000	Safety Clothing/Equipment	213	646	644	1,000	-	1,000	1,000
8170	000	Professional Services	12,432	-	-	30,000	-	30,000	30,000
8180	000	Contract Services	16,167	15,486	18,112	100,000	4,380	50,000	100,000
8191	000	Liability & Surety Bonds	12,488	9,768	11,947	12,000	25,950	25,950	25,950
8200	000	Training Expense	-	470	-	1,000	312	1,000	1,000
8301	000	Copier Usage Charges	-	-	-	-	-	-	-
8400	000	Overhead Allocation	69,022	69,022	69,022	69,022	-	69,022	69,022
		<OPERATIONS & MAINTENANCE>	148,805	133,413	121,534	266,622	38,189	222,572	280,572
8540	000	Automotive Equipment	128	-	650	120,000			-
		<CAPITAL OUTLAY>	128	-	650	120,000	-	-	-
[210-6501] Sewer Operations Total			476,970	565,245	524,547	842,099	235,955	586,787	748,921

SEWER MAINTENANCE

Budget Detail **210-6501**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides partial compensation for Maintenance Worker II (2), Maintenance Worker I (3), Sr. Maintenance Worker, Management Assistant, Streets Supervisor, Deputy Public Works Director, Assistant Finance Director, City Manager, Asst. to the City Manager, Public Works Operations Manager, Civil Engineering Assistant, Public Works Director, Public Works Inspector, Public Works Assistant, Director of Finance, Associate Engineer and partial compensation for Account Clerk, Accounting Technician. Refer to the Appendix for a detailed allocation list. Additional 2% incentive for obtaining California Water Environment Association certification.

7020 Overtime
Provides for overtime pay for afterhours emergency response to sewer main stoppages and repairs.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for department office supplies ($600).

8010 Postage
Provide funds for City mailings concerning sewer preventive maintenance ($600).

8020 Special Department Expense
Provides for special and miscellaneous department supplies: fittings, jetting nozzles, sewer reel hoses ($9,700) and new manhole covers ($10,000). State Water Quality Control Board Sanitary Sewer Overflow Program fee ($1,300) and Cartegraph software annual subscription ($2,100). Cellular phone monthly service charge ($2,200) and this account also pays a 25% share of City personnel cell phones ($1,200). Division share of natural gas costs for CNG vehicles ($500).

8050 Printing/Duplicating
To provide funds for the printing and duplication of sewer related materials ($200).

8060 Dues/Memberships/Subscriptions
Provides for membership to the California Water Environmental Association for division staff members ($500).

8090 Conference & Meeting Expense
Provides funds for conference registration and meeting expenses related to sewer related matters ($800).

8100 Vehicle Maintenance
Provides funds for operational costs for gas, oil, tires, batteries, parts, repairs, and routine maintenance of Sewer Division vehicles and for painting of aging vehicles ($15,000).

8110 Equipment Maintenance
Provides for repairs to the sewer main cleaning equipment ($5,000).

8120 Building Maintenance
Provides for maintenance of sewer division garage ($1,200) at the Service Facility.

8130 Small Tools
Provides for replacement of worn or damaged hand and power tools ($1,500).

8132 Uniform Expenses
Provides for the purchase and uniform service of City supplied uniforms ($1,200).

8134 Safety Equipment & Supplies
Provides for the purchase of safety equipment and supplies, including safety vests, goggles, gloves, steel toed boots, and other miscellaneous items ($1,000).

8170 Professional Services
Fats, Oils and Grease (FOG) Inspection and Compliance Program ($20,000). GIS system retainer services ($10,000).

8180 Contract Services
Sewer main cleaning and emergency spill containment services that cannot be cleared with the City's equipment ($20,000) for emergency sewer overflows. Annual FOG cleaning services ($20,000). Sewer video and cleaning ($60,000).

8191 Liability Insurance & Surety Bonds and Property
This account pays a 5% share of the City's liability insurance costs ($25,950). The remaining portions are paid out of General Fund (60%), Water Fund (25%), and LLD (10%).

8200 Employee Training
Provides for training seminars and workshops related to sewer maintenance ($1,000).

8400 Overhead Allocation
Charges for administrative services provided by the General Fund ($69,022).

TRAFFIC SIGNALS

Budget Detail 215-6115

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8020	000	Special Department Expense	9,486	24,538	9,040	30,900	900	30,900	30,900
8140	000	Utilities	42,278	37,764	43,963	60,000	14,376	60,000	60,000
8180	000	Contract Services	49,152	50,148	87,966	70,000	20,533	70,000	70,000
		<OPERATIONS & MAINTENANCE>	100,916	112,450	140,969	160,900	35,808	160,900	160,900
8520	000	Machinery & Equipment	18,490	11,309	11,895	20,000	24,037	20,000	20,000
		<CAPITAL OUTLAY>	18,490	11,309	11,895	20,000	24,037	20,000	20,000
[215-6115] Traffic Signals Total			*119,406*	*123,759*	*152,864*	*180,900*	*59,845*	*180,900*	*180,900*

TRAFFIC SIGNALS

Budget Detail **215-6115**

OPERATIONS & MAINTENANCE

8020 Department Supplies
Provides for special and miscellaneous department supplies and services related to the maintenance of the City's traffic signals ($5,000). In-pavement crosswalk maintenance ($5,500). Traffic signal systems upgrades ($20,400).

8140 Electricity
Provides funds for electrical service by Southern California Edison for traffic signal operations ($60,000).

8180 Contract Services
Provides funds for the contract services related to monthly inspection, cleaning and testing of the traffic signal system ($28,000), non-routine signal maintenance ($25,000) and signal knockdown repairs ($13,400). Cost sharing for traffic signal at Orange Grove and SR110 ($2,300) and Orange Grove and Columbia ($1,300).

CAPITAL OUTLAY

8520 Machinery & Equipment
Provides funds for traffic cabinet replacements or upgrades ($20,000).

STREET LIGHTING

Budget Detail 215-6201

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8000	000	Office Supplies	500	1,288	380	600	170	600	600
8020	000	Special Department Expense	29,007	40,093	14,325	45,500	13,809	45,500	45,500
8100	000	Vehicle Maintenance	5,431	4,843	4,397	7,500	1,149	7,500	7,500
8110	000	Equipment Maintenance	454	-	1,050	3,000	-	3,000	3,000
8130	000	Small Tools	1,124	904	1,268	1,000	-	1,000	1,000
8132	000	Uniform Expense/Cleaning	1,290	1,258	921	1,500	612	1,500	1,500
8134	000	Safety Clothing/Equipment	206	1,109	336	800	224	800	800
8140	000	Utilities	138,353	167,575	140,334	165,000	63,841	165,000	165,000
8170	000	Professional Services	3,200	23,600	23,181	10,000	7,086	14,486	7,400
8191	000	Liability & Surety Bonds	24,976	19,537	23,894	-	-	-	-
8200	000	Training Expense	-	-	-	800	-	800	800
		<OPERATIONS & MAINTENANCE>	204,541	260,207	210,086	235,700	86,889	240,186	233,100
8520	000	Machinery & Equipment	-	-		-	-		
		<CAPITAL OUTLAY>							
[215-6201] Street Lighting Total			204,541	260,207	210,086	235,700	86,889	240,186	233,100

STREET LIGHTING

Budget Detail **215-6201**

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for department office supplies ($600).

8020 Special Department Expense
Provides for special department supplies and services ($4,000), materials for an estimated 6 knockdowns ($24,000), based on historical activity, street light replacements ($16,000) and expenses to assist Chamber of Commerce Holiday lighting program ($1,500).

8100 Vehicle Maintenance and Operations
Provides funds for operational costs for gas ($5,900), oil, tires, batteries, parts, repairs and routine maintenance for Street Lighting Division vehicles, and annual certification of the boom trucks ($1,600).

8110 Equipment Maintenance
Provides funds for the repair and maintenance of equipment ($1,500), hydraulic repairs for boom truck ($1,000), and maintenance costs for Code Blue emergency system ($500).

8130 Small Tools
Replacement or purchase of worn or damaged hand and power tools ($1,000).

8132 Uniforms and Equipment
Provides for the purchase and service of City supplied uniforms ($1,500).

8134 Safety Equipment & Supplies
Provides for the purchase of safety equipment and supplies ($800).

8140 Electricity
Provides funds for the energy costs by Southern California Edison for the City streetlights ($165,000).

8170 Professional Services
Annual assessment review for the Lighting and Landscaping Assessment District ($7,400).

8200 Training Expense
Provides for training seminars and workshops related to street lighting systems ($800).

STREET TREE MAINTENANCE

Budget Detail 215-6310

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	190,029	187,703	116,227	118,292	60,619	128,886	117,784
7020	000	Overtime	2,487	5,900	2,355	3,000	830	3,000	3,000
7040	000	Holiday	-	132	260	-	86		
7055	000	IOD - Non Safety	-	-	324	-	-	-	
7070	000	Leave Buyback	2,353	3,099	3,569	3,000	1,674		
7100	000	Retirement	26,729	32,107	19,762	22,653	16,550	21,840	15,832
7108	000	Deferred Compensation	194	127	100	107	16	94	106
7110	000	Workers Compensation	15,317	17,292	10,517	4,978	2,722	5,555	4,962
7130	000	Group Health Insurance	18,302	21,905	11,218	11,658	6,831	14,296	16,818
7131	000	Retiree Health Insurance	14,958	14,783	-	-	-	-	-
7140	000	Vision Insurance	577	673	377	432	208	425	432
7150	000	Dental Insurance	2,053	2,395	1,321	1,620	613	1,381	1,620
7160	000	Life Insurance	304	305	176	178	79	159	178
7170	000	FICA - Medicare	2,623	2,857	1,710	1,758	931	1,883	1,751
		<WAGES & BENEFITS>	275,926	289,278	167,916	167,676	91,157	177,519	162,483
8000	000	Office Supplies	-	246	115	500	19	500	500
8010	000	Postage	-	-	-	50	-	-	-
8020	000	Special Department Expense	8,116	5,609	938	15,000	362	15,000	25,000
8040	000	Advertising	-	-	-	200	200	200	200
8060	000	Dues & Memberships	-	-	-	400	135	400	400
8090	000	Conference & Meeting Expense	-	-	-	200	-	200	200
8100	000	Vehicle Maintenance	6,864	7,346	1,458	15,000	1,992	15,000	15,000
8110	000	Equipment Maintenance	3,842	102	164	3,000	100	3,000	3,000
8130	000	Small Tools	2,257	1,509	591	3,000	-	3,000	3,000
8132	000	Uniform Expense/Cleaning	2,749	1,783	1,614	2,100	862	2,100	2,100
8134	000	Safety Clothing/Equipment	374	219	352	1,600	454	1,600	1,600
8170	000	Professional Services	9,101	10,000	4,365	15,000	-	15,000	15,000
8180	000	Contract Services	192,021	210,703	215,473	230,000	17,671	230,000	230,000
8181	000	In-Lieu Tree Planting	7,118	8,235	475	10,000	-	10,000	10,000
8184	000	Annual Tree Planting	-	-	-	-	-	-	25,000
8200	000	Training Expense	310	100	75	800	54	800	800
		<OPERATIONS & MAINTENANCE>	232,752	245,852	225,620	296,850	21,850	296,800	331,800
9181	000	Removal/Replacement Tree Program	-	-	90,055	150,000	-	75,000	75,000
		<CAPITAL OUTLAY>	-	-	90,055	150,000	-	75,000	75,000
[215-6310] Street Trees Total			508,678	535,130	483,591	614,526	113,007	549,319	569,283

STREET TREE MAINTENANCE

Budget Detail **215-6310**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides the partial compensation for the Sr. Maintenance Worker, Parks Supervisor, Maintenance Worker I, Public Works Operations Manager, Public Works Assistant, and Facilities Maintenance Supervisor. Refer to the Appendix for a detailed allocation list.

7020 Overtime
Provides for overtime pay for afterhours emergency response to fallen trees, broken limbs, and attendance at commission meetings.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for department office supplies ($500).

8020 Special Department Expense
Provides for special and miscellaneous department supplies including chain saw blades, blade sharpening, gloves, chipper blades ($7,000), ropes, sling, and pulleys ($3,000), work zone signs and cones ($1,000), 25% of department cell phones ($1,000), and pesticides and fungicides ($3,000). Provides for replacement of sidewalks and curbs damaged by City trees ($10,000).

8040 Advertisements
Provides funds to publish ads for the tree regulations ($200).

8060 Dues/Memberships/Subscriptions
Provides dues for Parks Supervisor to be a Western International Society of Arboriculture (ISA) member ($400).

8090 Conference & Meeting Expense
Provides funds for tree related conference registration and meeting expenses ($200).

8100 Vehicle Maintenance
Provides funds for operational costs for gas, diesel, oil, tires, batteries, parts, repairs for Street Tree Division vehicles ($15,000).

8110 Equipment Maintenance
Provides funds for repair and maintenance of City owned equipment. Equipment maintenance for chainsaw, trencher, chipper and loader ($3,000).

8130 Small Tools
Provides for replacement or purchase of worn or damaged hand and power tools ($3,000).

8132 Uniforms and Equipment
Provides for the purchase and service of City supplied uniforms ($2,100).

8134 Safety Equipment & Supplies
Provides for the purchase of safety equipment and supplies, including chaps and guards while using chain saws, helmets, safety boots, and gloves ($1,600).

8170 Professional Services
Provides the cost of a miscellaneous tree studies and samplings ($500) and independent arborist reports ($3,700). Certified Arborist as needed ($10,800).

8180 Contract Services
Routine tree maintenance services rendered under contract for tree trimming and annual grid pruning, and removal of trees ($230,000).

8181 In-LieuTree Planting
Miscellaneous tree planting ($10,000). The charges to this account are offset by residents paying for the cost of the trees into a revenue account.

8184 Annual Tree Planting
Annual Citywide tree planting ($25,000).

8200 Training
Provides for attendance at classes, seminars and workshops related to tree care and management, and as required to maintain certifications and licenses ($800).

CAPITAL OUTLAY

9181 Capital Outlay
Remove aged/distressed trees and plant replacement trees ($75,000).

MEDIAN STRIPS

Budget Detail 215-6416

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8020	000	Special Department Expense	3,375	2,388	542	3,500	189	3,500	3,500
8180	000	Contract Services	60,148	30,074	42,380	60,500	20,633	60,500	60,500
		<OPERATIONS & MAINTENANCE>	63,523	32,462	42,922	64,000	20,821	64,000	64,000
[215-6416] Median Strips Total			63,523	32,462	42,922	64,000	20,821	64,000	64,000

MEDIAN STRIPS

Budget Detail **215-6416**

OPERATIONS & MAINTENANCE

8020 Special Department Expense
Provides for department supplies including sprinklers, valves, fittings and plumbing ($3,500).

8180 Contract Services
Provides partial cost of services rendered by contract with LandCare for landscape maintenance of street medians ($60,500). The remainder of this contract is charged to General Fund Park Maintenance (account 101-6410-8180).

STREET MAINTENANCE

Budget Detail 230-6116

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	310,836	233,870	276,843	298,991	143,533	301,644	299,292
7020	000	Overtime	4,748	5,183	4,428	4,000	2,585	4,000	4,000
7040	000	Holiday	224	-	831	-	1,019	1,500	1,500
7055	000	IOD - Non Safety	-	-	129	-	-	-	-
7070	000	Leave Buyback	2,998	3,655	3,005	3,000	5,635	6,000	3,000
7100	000	Retirement	39,660	37,729	48,731	58,770	41,900	53,967	55,092
7108	000	Deferred Compensation	432	341	312	383	57	339	382
7110	000	Workers Compensation	25,558	21,113	26,008	12,016	7,049	14,025	12,049
7130	000	Group Health Insurance	34,757	32,533	29,878	33,153	15,711	31,383	33,288
7131	000	Retiree Health Insurance	16,388	17,672	-	17,672	-	-	-
7140	000	Vision Insurance	1,127	1,022	1,030	1,236	537	1,077	1,236
7150	000	Dental Insurance	3,817	3,306	3,254	4,635	1,829	3,803	4,635
7160	000	Life Insurance	597	439	421	509	248	498	509
7170	000	FICA - Medicare	4,299	3,504	4,078	4,393	2,302	4,582	4,419
		<WAGES & BENEFITS>	445,441	360,367	398,948	438,758	222,404	422,818	419,402
8000	000	Office Supplies	324	1,000	610	1,000	261	1,000	1,000
8020	000	Special Department Expense	101,354	81,766	66,004	80,000	28,300	80,000	80,000
8060	000	Dues & Memberships	500	-	419	300	-	300	300
8100	000	Vehicle Maintenance	34,189	24,984	13,157	20,000	3,700	10,000	20,000
8110	000	Equipment Maintenance	9,245	1,943	442	6,400	3,202	6,400	6,400
8130	000	Small Tools	-	380	260	3,000	3,000	3,000	3,000
8132	000	Uniform Expense/Cleaning	2,361	2,400	3,665	3,000	1,450	3,000	3,000
8134	000	Safety Clothing/Equipment	1,976	1,617	866	1,750	250	1,720	1,750
8170	000	Professional Services	-	-	2,100	2,000	-	2,000	2,000
8180	000	Contract Services	22,318	75,095	29,830	80,000	35,779	80,000	80,000
8200	000	Training Expense	-	177		400	172	400	400
		<OPERATIONS & MAINTENANCE>	172,267	189,362	117,353	197,850	76,113	187,820	197,850
8540	000	Automotive Equipment	95,741	-		-	-	149,194	
		<CAPITAL OUTLAY>	95,741	-	-	-	-	149,194	-
[230-6116] Street Maintenance Total			713,449	549,729	516,301	636,608	298,517	759,832	617,252
230 - STATE GAS TAX TOTAL			713,449	549,729	516,301	636,608	298,517	759,832	617,252

STREET MAINTENANCE

Budget Detail **230-6116**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides compensation for three full-time Maintenance Workers and the partial compensation for the Management Assistant, Street Supervisor, Senior Maintenance Worker (2), Public Works Operations Manager, Public Works Inspector, Engineering Assistant, and a Deputy Public Works Director. Refer to the Appendix for a detailed allocation list.

7020 Overtime
Provides for overtime pay for after hours emergency response.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for department office supplies ($500) and miscellaneous expense ($500).

8020 Special Department Expense
This account provides for special and miscellaneous department supplies & services including street signage ($10,000), asphalt ($10,000), and concrete, base sand and backfill soil ($40,000). Catch basin repairs ($10,000) and miscellaneous expenses ($10,000).

8060 Dues, Memberships, Subscriptions, and Books
This account provides funding for construction handbooks, standard specifications for Public Works Construction ("Greenbook"), APWA Standard Drawings, WATCH manuals ($300).

8100 Vehicle Maintenance
Provides funds for operational costs for gas ($13,000), tires, tune-ups, and miscellaneous repairs and parts for Street Maintenance Division vehicles ($7,000).

8110 Equipment Maintenance
Provides funds for repair and maintenance of City owned equipment used by the Streets Division ($6,400).

8130 Small Tools
Provides for replacement or purchase of worn or damaged hand and power tools including weed whackers, chain saws, gas powered trawler and demo hammer ($3,000).

8132 Uniforms and Equipment
Provides for the purchase and service of City supplied uniforms ($3,000).

8134 Safety Equipment & Supplies
Provides for the purchase of safety equipment and supplies, including safety boots ($1,750).

8170 Professional Services
Provides for professional services for street and roadway related topics ($2,000).

8180 Contract Services
Provides for services rendered for street maintenance activities such as miscellaneous traffic striping and markings ($10,000) and weed abatement ($9,000). Citywide traffic striping maintenance ($15,000). Outsourcing of larger sidewalk, curb & gutter projects ($10,000). Supplement contract services ($36,000).

8200 Training
Provides for seminars and workshops related to street maintenance, signage and traffic control devices and methods ($400).

PROP A PARK MAINTENANCE

Budget Detail 232-6417

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8020	000	Special Department Expense	8,809	15,385	94,042	25,000	3,090	25,000	25,000
8110	000	Equipment Maintenance	139	-	5,541	5,000	3,638	5,200	5,000
8140	000	Utilities	1,717	1,101	1,119	3,500	481	1,200	3,500
8170	000	Professional Services	-	7,603	-	-	-	-	-
8180	000	Contract Services	4,922	15,252	19,860	10,000	9,312	14,000	30,000
		<OPERATIONS & MAINTENANCE>	15,587	39,341	120,562	43,500	16,521	45,400	63,500
[232-6417] Prop "A" Park Maintenance Total			15,587	39,341	120,562	43,500	16,521	45,400	63,500

PROP A PARK MAINTENANCE

Budget Detail **232-6417**

OPERATIONS & MAINTENANCE

8020 Special Department Expenses
Janitorial supplies for the Arroyo and Garfield Park restrooms ($2,000), adding engineered wood fibers or sand to Garfield, Orange Grove or Eddie Park playgrounds ($13,000), and miscellaneous parts needed for playgrounds, light fixture, and restroom fixture replacements ($10,000).

8140 Equipment Maintenance
Garfield, Orange Grove and Eddie Park playground equipment maintenance ($5,000).

8140 Utilities
Provides funds for utilities for the Arroyo Park restrooms, Garfield Park Restrooms and the Dog Park ($3,500).

8180 Contract Services
Provides funds for janitorial services and to unlock restrooms at Arroyo Park and Garfield parks ($20,000) and regular maintenance of the Dog Park, Garfield Park playground, Orange Grove Park playground and Eddie Park playground ($10,000).

WATER DISTRIBUTION

Budget Detail 500-6710

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	434,558	491,433	519,985	522,946	262,030	524,141	455,663
7020	000	Overtime	39,295	28,311	24,624	-	15,410	30,000	30,000
7040	000	Holiday	356	-	592	-	461	500	-
7055	000	IOD - Non Safety	-	-	-	-	747	800	-
7070	000	Leave Buyback	5,932	5,642	12,183	-	5,434	6,000	3,000
7100	000	Retirement	66,111	2,691	94,024	113,256	79,821	101,660	105,591
7108	000	Deferred Compensation	1,431	1,836	1,911	3,239	262	1,339	1,658
7110	000	Workers Compensation	35,833	41,112	43,391	19,266	11,289	22,041	16,593
7120	000	Disability Insurance	-	-	851	-	-	-	
7130	000	Group Health Insurance	35,699	52,215	45,227	49,110	26,239	53,450	44,874
7131	000	Retiree Health Insurance	26,561	89,914	-	28,640	-	27,900	28,000
7140	000	Vision Insurance	1,221	1,785	1,580	1,764	815	1,648	1,620
7150	000	Dental Insurance	3,939	5,014	4,971	6,615	2,041	4,176	6,075
7160	000	Life Insurance	717	723	725	727	322	631	668
7170	000	FICA - Medicare	6,940	7,891	7,986	7,582	4,228	8,159	7,042
		<WAGES & BENEFITS>	658,593	728,567	758,050	753,145	409,100	782,445	700,784
8000	000	Office Supplies	625	577	590	1,500	172	3,400	3,700
8010	000	Postage	-	-	-	200	-	200	200
8020	000	Special Department Expense	54,174	37,949	43,075	120,000	12,455	120,000	120,000
8050	000	Printing/Duplicating	572	311	540	2,000	311	2,000	2,000
8060	000	Dues & Memberships	55	-	-	700	-	700	700
8070	000	Mileage/Auto Allowance	634	1,065	1,446	1,500	655	1,500	1,500
8090	000	Conference & Meeting Expense	-	-	75	200	-	200	200
8100	000	Vehicle Maintenance	25,702	17,263	14,130	15,000	2,813	12,250	12,250
8110	000	Equipment Maintenance	3,388	2,620	4,166	10,000	3,078	10,000	10,000
8120	000	Building Maintenance	500	-	-	500	-	1,000	1,500
8130	000	Small Tools	3,872	2,415	4,128	10,000	33	10,000	10,000
8132	000	Uniform Expense/Cleaning	2,735	3,303	4,751	4,500	1,986	4,500	4,500
8134	000	Safety Clothing/Equipment	967	4,964	763	2,500	1,681	2,500	2,500
8140	000	Utilities	7,407	8,819	7,598	10,000	6,739	11,000	11,000
8150	000	Telephone	10,661	9,487	16,039	10,000	(1,074)	20,200	20,200
8170	000	Professional Services	-	-	-	20,000	-	20,000	20,000
8180	000	Contract Services	-	15,594	14,693	20,000	21,550	34,000	46,000
8191	000	Liability & Surety Bonds	62,440	48,842	59,735	60,000	77,851	77,851	78,000
8200	000	Training Expense	1,001	230	788	2,000	-	2,000	2,000
8229	000	Taxes	3,358	3,417	3,481	5,000	3,512	5,000	5,000
8400	000	Overhead Allocation	117,114	117,114	117,114	117,114	-	117,114	117,114
		<OPERATIONS & MAINTENANCE>	295,205	273,970	293,112	412,714	131,765	455,415	468,364
8530	000	Computer Equipment	-	-	8,164	-	-		
8540	000	Automotive Equipment	(29)	-	-	160,000	-	-	
8570	000	Water Sales	-	-	-	-	-		
8572	000	Meters	5,074	3,903	11,524	-	-		
8573	000	Fire Hydrants	12,856	11,012	-	-	-		
8574	000	Valves	3,480	1,060	2,629	-	-		
		<CAPITAL OUTLAY>	21,381	15,975	22,317	160,000	-	-	-
[500-6710] Water Distribution Total			975,179	1,018,512	1,073,479	1,325,859	540,865	1,237,860	1,169,148

WATER DISTRIBUTION

Budget Detail **500-6710**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides compensation for 5 full-time employees and partial salary of Public Works Director, Water Operations Manager, Public Works Inspector, Civil Engineering Associate, Public Works Assistant and Management Assistant.

7020 Overtime
Provides for overtime pay for afterhours emergency response to water main and service connection leaks.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for office supplies ($800) and Division share of copier lease cost ($2,900).

8010 Postage
Provides funds for postal expenses for City mailings ($200).

8020 Special Department Expense
Provides for underground service alert fees ($1,500), staff physical exams and Class B driver license renewals ($500), miscellaneous parts and supplies ($3,000), purchase of materials such as ductile iron pipe, copper pipe and brass fittings for the installation and repair of water services and mainlines ($50,400), sand, base and asphalt ($10,000), backflow device testing and repair ($4,000), gate valves to replace broken valves (12 valves are estimated) that are found during the routine valve maintenance program ($15,000), replacement fire hydrants and installation of new fire hydrants where required to improve fire protection (12 hydrants are estimated), including all material such as sleeves, valves, and pipe ($22,000), cellular phone monthly service charge ($1,200) and Division share of natural gas costs for CNG vehicles ($2,400). Also includes funds to purchase materials for the installation of two new fire services and for the repair or replacement of existing fire services ($10,000). These costs are charged against this account but are reimbursed by Developers to revenue account 500-5540.

8050 Printing and Duplication
Provides funds for the printing and duplication of materials ($500) and printing costs of utility billing inserts ($1,500).

8060 Dues, Memberships, Subscriptions, and Books
Purchase of new Water Distribution reference books ($500) and membership in SCWUA ($200).

8100 Vehicle Maintenance and Operations
Provides funds for operational expenses such as gas, oil, tires, batteries, parts, repairs,

and routine maintenance of division vehicles ($10,000) and smog certifications ($2,250).

8110 Equipment Maintenance
Provides funds for repair and maintenance of City owned equipment including generator, ditch pumps, tapping machine, trench shoring systems, backhoe and miscellaneous electrical and pneumatic equipment ($5,000) and upgrade meter reading device and program ($5,000).

8120 Building Maintenance
Provides for miscellaneous repairs to the facilities used by the Water Distribution Division, and miscellaneous building supplies including elevator maintenance at Garfield Reservoir ($1,500).

8130 Small Tools
Provides for replacement or purchase of worn or damaged hand and power tools, including purchase of electrical partner saw and pneumatic pumps ($10,000).

8132 Uniforms and Equipment
Provides for uniform rental cleaning service and purchase of uniforms and equipment ($2,500) and steel toed work boots ($2,000).

8134 Safety Equipment & Supplies
Provides for the purchase of personal protective equipment, including, safety vests, work zone signs, cones, and delineators ($2,500).

8140 Electricity
Provides funds for electrical service to Garfield Water Distribution Facility and all water sites by Southern California Edison ($11,000).

8150 Telephone
Provides funds for telephone service to Garfield Water Distribution Facility and all water sites ($20,200).

8170 Professional Services
Provides for professional services to update the water GIS to include water services and meters ($20,000).

8180 Contract Services
Provides for emergency contract work to repair and replace water mains, valves, fire hydrants, and water services that cannot be handled in-house ($10,000), and Garfield Water Distribution Facility janitorial services ($12,000) and landscaping contract services for water facilities ($24,000).

8191 Liability Insurance & Surety Bonds and Property
This account pays a 25% share of the City's liability insurance costs ($78,000). The remaining portions are paid out of General Fund (60%), Sewer Fund (5%), and LLMD (10%).

8200 Training Expense
Provides for training seminars and workshops related to water system distribution certification, such as American Water Works Association, USC cross connection training, California Rural Water ($1,500) and State Water Resources Control Board operator certifications ($500).

8229 Taxes
Property taxes paid to Los Angeles County for Water facilities located outside of South Pasadena City boundaries ($5,000).

8400 Overhead Allocation
Charges for administrative services provided by the General Fund ($117,114).

WATER PRODUCTION

Budget Detail 500-6711

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	291,730	316,501	360,519	368,261	159,811	305,488	359,049
7020	000	Overtime	24,025	26,986	31,602	-	12,239	25,000	25,000
7040	000	Holiday	3,786	3,468	4,269	-	2,382		
7070	000	Leave Buyback	3,790	3,569	7,475	-	4,428		
7100	000	Retirement	44,967	1,547	67,512	81,102	56,761	69,972	83,337
7108	000	Deferred Compensation	798	981	1,049	500	183	932	1,003
7110	000	Workers Compensation	27,019	31,636	37,564	16,357	8,272	16,223	14,691
7130	000	Group Health Insurance	23,253	27,026	29,531	32,709	14,597	27,921	39,609
7131	000	Retiree Health Insurance	26,561	89,914	-	28,640	-	27,900	28,000
7140	000	Vision Insurance	843	952	943	1,236	413	791	1,236
7150	000	Dental Insurance	2,954	3,555	3,777	4,635	1,686	3,238	4,635
7160	000	Life Insurance	442	464	485	509	202	395	509
7170	000	FICA - Medicare	4,583	5,178	5,767	5,339	2,650	4,966	5,568
		<WAGES & BENEFITS>	454,751	511,777	550,493	539,288	263,623	482,826	562,637
8000	000	Office Supplies	549	1,826	1,108	1,500	178	3,000	1,500
8010	000	Postage	50	51	-	200	-	-	200
8020	000	Special Department Expense	27,441	29,744	26,723	17,000	12,116	21,000	22,500
8050	000	Printing/Duplicating	70	570	1,182	2,000	-	100	2,000
8060	000	Dues & Memberships	2,166	2,565	2,118	2,600	-	-	2,600
8070	000	Mileage/Auto Allowance	256	198	116	200	-	200	200
8080	000	Books & Periodicals	(78)	700	234	500	448	500	500
8100	000	Vehicle Maintenance	7,245	5,634	7,323	6,000	2,123	6,000	6,000
8110	000	Equipment Maintenance	9,753	23,777	18,343	10,500	15,652	23,000	32,000
8120	000	Building Maintenance	3,925	2,108	-	12,000	162	9,000	9,000
8130	000	Small Tools	-	2,803	786	1,000	-	1,000	1,000
8132	000	Uniform Expense/Cleaning	1,802	1,547	2,194	2,000	1,068	2,000	2,000
8134	000	Safety Clothing/Equipment	1,020	549	450	800	192	800	800
8140	000	Utilities	13,447	3,039	2,985	7,000	1,258	7,000	7,000
8150	000	Telephone	565	464	2,416	1,200	230	1,200	1,200
8152	000	Pumping Power	685,402	552,643	544,220	850,000	261,744	550,000	650,000
8170	000	Professional Services	252,474	301,143	230,556	260,000	86,618	222,000	247,000
8180	000	Contract Services	-	4,765	154,460	120,000	-	10,000	10,000
8200	000	Training Expense	1,030	2,926	60	1,500	150	1,500	1,500
8231	000	Water Purchases - Resale	35,149	29,745	43,134	100,000	55,139	1,460,000	2,300,000
8233	000	Watermaster Charges	779,379	789,861	1,628,804	1,000,000	-	250,000	400,000
8400	000	Overhead Allocation	205,267	205,266	205,267	205,266	-	205,267	205,267
		<OPERATIONS & MAINTENANCE>	2,026,912	1,961,924	2,867,479	2,601,266	437,078	2,773,567	3,902,267
8520	000	Machinery & Equipment	-	119,800	-	-	-		
8530	000	Computer Equipment	-	705	-	3,000	-	3,000	3,000
8540	000	Automotive Equipment	-	-	-	-	-		
		<CAPITAL OUTLAY>	-	120,505	-	3,000	-	3,000	3,000
[500-6711] Water Production Total			2,481,663	2,594,206	3,417,972	3,143,554	700,700	3,259,393	4,467,904

WATER PRODUCTION

Budget Detail **500-6711**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides compensation for 4 full time employees and partial salary for Public Works Director, Water Operations Manager, Public Works Assistant and Electrician.

7020 Overtime
Provides for overtime pay for afterhours emergency response to water production problems and for coverage during vacations, sick leave and other extended employee absences.

7040 Holiday
Provides funds to employees whose work rotation falls on holidays.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for office supplies ($1,000) and miscellaneous expenses ($500).

8010 Postage
Provides funds for postal expenses for City mailings ($200).

8020 Special Department Expense
Provides for special and miscellaneous department supplies and services including: sodium hypochlorite for Graves Reservoir ($10,000), chlorine analyzer solution ($5,000), turbine oil ($600), miscellaneous parts and supplies such as paints, painting supplies, janitorial supplies, rags, etc. ($2,500), SCADA DSL line at Wilson and Garfield Reservoir ($3,000); staff physical exams and Class B driver license renewals ($200), and cellular phone monthly service charge ($1,200).

8050 Printing and Duplication
Provides funds for the printing and duplication of materials such as the annual Consumer Confidence Report and water system maps ($2,000).

8060 Dues, Memberships, Subscriptions
Provides funds for membership fees and dues of the American Water Works Association ($2,600).

8070 Mileage/Auto Allowance
To provide reimbursement for water related call outs ($200).

8080 Books, Videos, Magazines, and Recordings
Provides funds for the purchase of reference books and manuals ($500).

8100 Vehicle Maintenance and Operations
Provides funds for operational expenses such as gas, oil, tires, batteries, parts, repairs and routine maintenance of division vehicles ($4,000) and smog certifications ($2,000).

8110 Equipment Maintenance
Provides funds for emergency and routine repair and maintenance of large pumps, valves, and electrical power and control systems. Replace water level transmitters and radios at elevated tanks ($32,000).

8120 Building Maintenance
Replace cracked & falling block wall and gate at Kolle pump house ($4,000) and Miscellaneous HVAC, paint or electrical maintenance required at water facilities ($5,000).

8130 Small Tools
Provides for replacement or purchase of worn or damaged hand and power tools ($1,000).

8132 Uniforms and Equipment
Provides for the purchase and service of City supplied uniforms ($2,000).

8134 Safety Equipment & Supplies
Provides for the purchase of personal protective equipment, safety equipment and supplies ($800).

8140 Utilities
Provides for electric service to water system facilities used by the Water Production Division other than power for pumping ($7,000).

8150 Telephone
Provides telephone service to water system facilities ($1,200).

8152 Pumping Power
This account provides funds for electrical and energy charges associated with operating well and booster pumps ($650,000).

8170 Professional Services
Provides for professional services such as water quality testing ($23,000), security services at elevated tanks and reservoirs ($3,000), State Water Resources Control Board administration fees ($10,000), San Gabriel Basin Water Quality Authority administrative fee ($35,700), consultant services for preparation of the annual Consumer Confidence Report ($4,500), Consulting Water Project Manager ($150,800) and a Rate Study ($10,000). SCADA system maintenance ($10,000).

8180 Contract Services
Provides for the rehabilitation of well #2 and well #4 ($10,000).

8200 Training Expense
Provides for training seminars and workshops related to water supply and production to maintain required state certification of operators ($1,500).

8231 Water Purchases – Resale
This account provides funds to purchase water from the City of Pasadena and from MWD to supplement the City's well production ($2,300,000). Additional MWD water purchase required to blend and meet the new State 1,2,3 TCP regulation.

8233 Watermaster Charges
This account provides the funds to purchase water from the Upper San Gabriel Valley through the Watermaster for extraction of groundwater within our water rights, for excess extraction premiums beyond the adjudicated rights, and for fees for the cleanup of the ground water basin ($400,000). The purchase of additional water may be offset by leasing the temporary water from other stakeholders in the Main San Gabriel Basin.

8400 Overhead Allocation
Charges for administrative services provided by the General Fund ($205,267).

CAPITAL OUTLAY

8530 Computer Equipment
Provide computer equipment for the water division ($3,000)

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PLANNING AND BUILDING
FISCAL YEAR 2018-19 BUDGET SNAPSHOT

OVERVIEW

The Planning & Building Department provides staff services to the Planning, Cultural Heritage Commissions, and the Design Review Board. The planning staff administers land use and development regulations, processes land use permits, and undertakes long range land use planning. In addition, the Department is responsible for the planning and development review of the built environment in South Pasadena. The building staff enforces construction standards to safeguard life, health, and property by issuing permits, reviewing building plans for code compliance, and performing construction inspections. The code enforcement staff works with property owners to develop and secure compliance with the municipal codes regarding property maintenance and operations. The Planning & Building Department takes a lead role in facilitating approximately $22,000,000 in property investments each year, which contributes to an increase in property tax revenue.

Notable Changes- Wages and Benefits

While there were no salary increases per the approved Memorandum of Understanding (MOU) there is an increase in Wages and Benefits due to increase in retirement and health insurance.

Notable Changes- Operations and Maintenance

There is a slight increase in contract services due to increase in contractor costs and the development of a soft story ordinance.

Capital Outlay

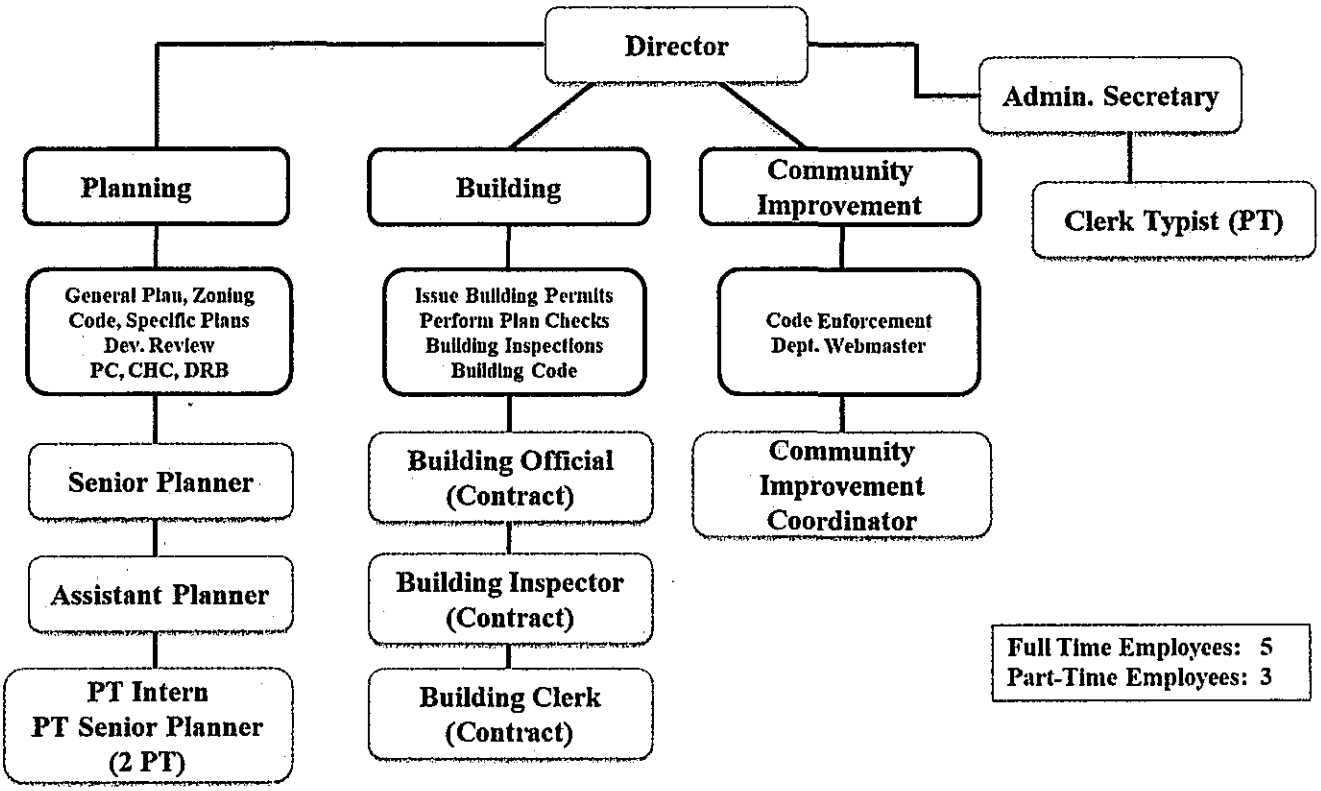
N/A.

PLANNING & BUILDING
Department Summary

EXPENDITURE SUMMARY	Actual 2014/15	Actual 2015/16	Actual 2016/17	Budget 2017/18	Estimated 2017/18	Proposed 2018/19
Wages & Benefits	531,136	579,934	652,734	623,067	562,975	680,773
Operations & Maintenance	562,581	422,606	548,600	576,425	644,275	565,180
Capital Outlay	161	-	-	-	-	-
Total Expenses by Category	**1,093,878**	**1,002,540**	**1,201,334**	**1,199,492**	**1,207,250**	**1,245,953**
[101-7011] Planning & Building	1,093,878	1,002,540	1,101,334	1,099,492	1,057,250	1,245,953
[105-7011] Facilities & Equipment Replacement	-	-	100,000	100,000	150,000	-
[260-2120] Residential Rehabilitation	-	-	-	-	-	-
[276-7101] Historic Preservation Grant	-	-	-	-	-	-
Total Expenses by Program	**1,093,878**	**1,002,540**	**1,201,334**	**1,199,492**	**1,207,250**	**1,245,953**

Planning & Building Director	1
Senior Planner	1
Assistant Planner	1
Community Improvement Coordinator	1
Administrative Secretary	1
Total	**5**

PLANNING & BUILDING
Department Description and Authorized Positions



PLANNING & BUILDING

Budget Detail 101-7011

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	365,982	392,724	417,552	419,840	183,397	351,578	414,526
7010	000	Salaries - Temp / Part	42,172	48,322	46,353	60,000	38,745	60,000	90,000
7020	000	Overtime	1,997	1,403	3,386	3,000	7,320	12,000	7,500
7070	000	Leave Buyback	331	294	1,579	1,600	6,855	6,855	7,000
7100	000	Retirement	61,837	75,175	85,666	86,693	63,563	82,592	100,787
7108	000	Deferred Compensation	1,213	1,296	1,355	1,360	261	1,333	1,346
7110	000	Workers Compensation	19,043	22,244	16,855	6,598	3,837	7,356	6,515
7120	000	Disability Insurance	4,455	48	-	-	-	-	-
7130	000	Group Health Insurance	23,738	26,579	27,766	30,780	15,434	28,782	39,480
7140	000	Vision Insurance	934	1,146	1,066	1,200	464	838	1,200
7150	000	Dental Insurance	2,918	3,462	2,781	4,500	1,509	2,898	4,500
7160	000	Life Insurance	509	518	449	495	214	412	495
7170	000	FICA - Medicare	6,007	6,723	7,715	7,001	4,297	8,331	7,424
		<WAGES & BENEFITS>	531,136	579,934	612,523	623,067	325,896	562,975	680,773
8000	000	Office Supplies	2,783	3,107	3,702	2,750	1,103	2,750	2,750
8010	000	Postage	9,062	6,206	5,519	6,000	3,933	6,000	6,000
8020	000	Special Department Expense	32,883	15,280	8,016	9,000	176	4,000	8,500
8040	000	Advertising	4,127	6,451	4,844	4,000	5,227	10,000	6,500
8050	000	Printing/Duplicating	2,863	3,243	4,415	4,000	942	3,000	3,000
8060	000	Dues & Memberships	1,466	2,516	1,593	1,850	135	1,200	1,850
8090	000	Conference & Meeting Expense	450	885	1,673	500	38	500	500
8100	000	Vehicle Maintenance	1,734	1,259	1,211	1,200	959	1,200	1,200
8110	000	Equipment Maintenance	6,510	1,783	2,015	1,500	279	750	1,500
8170	000	Professional Services	29,779	62,078	54,990	54,125	31,176	54,125	91,630
8180	000	Contract Services	470,924	319,798	456,595	390,000	97,434	410,000	425,000
8200	000	Training Expense	-	-	1,000	1,000	-	250	500
8257	000	Boards & Commissions	-	-	-	500	-	500	500
		<OPERATIONS & MAINTENANCE>	562,581	422,606	545,573	476,425	141,402	494,275	549,430
8530	000	Computer Equipment	161	-	-	-	-		
		<CAPITAL OUTLAY>	161	-	-	-	-	-	-
[101-7011] Planning & Building Total			1,093,878	1,002,540	1,158,096	1,099,492	467,298	1,057,250	1,230,203

PLANNING & BUILDING

Budget Detail **101-7011**

PERSONNEL SERVICES

7000 Regular Salaries
Provides for partial compensation for the Planning & Building Director, one Senior Planner, one Assistant Planner, one Community Improvement Coordinator and Administrative Secretary. Refer to the Appendix for a detailed allocation list.

7010 Salaries – Part-Time
Provides compensation for seasonal, temporary, and other non-salaried part-time employees.

7020 Overtime
Provides compensation for overtime duty for department staff.

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for regular office supplies ($2,750).

8010 Postage
Provides funds for postal expenses for City mailings. These expenses are recovered as part of application fees ($6,000).

8020 Special Department Expense
Provides for special department supplies and services. Includes funding to pursue proactive code enforcement on substandard properties ($500), materials and supplies relating to the General Plan/Downtown Specific Plan update as well as for public outreach for other planning projects ($8,000).

8040 Advertising
Provides funds for advertising of legal notices for public hearings and other land use matters. These expenses are recovered as part of application fees ($4,000). This category also provides funding for publicity for the General Plan/Downtown Specific Plan update and facilitating and encouraging public engagement in other planning projects and programs ($2,500).

8050 Printing and Duplication
Provides funds for the printing and duplication of materials for building permit forms, inspection forms, Design Review Board and Cultural Heritage Commission public notice envelopes, reproduction of maps, General Plan, Zoning Code, specific plans, and other planning reports and materials ($3,000).

8060 Dues, Memberships, Subscriptions, and Books
Provides funds for membership fees, dues, subscriptions and publications of professional organizations and continuing education materials, including the California Planning & Development Report ($300). Also memberships in the American Planning Association ($750), the California Association of Code Enforcement ($100), International Council of Building Officials ($500) and the California Preservation Foundation ($200).

8090 Conference and Meeting Expense
Provides funds for conference registration, and meeting expenses, including the annual conference of the California Chapter of the American Planning Association ($500).

8100 Vehicle Maintenance
Provides funds for operational costs for gas, diesel, oil, tires, batteries, parts, and repairs of Planning & Building hybrid vehicle ($1,200).

8110 Equipment Maintenance
Provides funds for Planning & Building's share of the postage meter lease ($1,500).

8170 Professional Services
Provides funding for the balance of the General Plan/Downtown Specific Plan contract ($36,630); court reporter services for ADA accommodations ($20,000), a contingency for professional planning services ($10,000); and GIS vendor ($25,000).

8180 Contract Services
Provides for building inspection, building official, building clerk building permit issuance and plan checking services provided under contract by Transtech. Contract costs are fully recovered by plan checking and building permit fees ($400,000). Increase due to a slightly higher expected volume of plan check applications and their related fees. Also provides funds for developing an ordinance to remediate the earthquake hazards of "soft story" buildings ($25,000).

8200 Employee Training
Provides funds for training seminars, materials, and job-related training sessions taken by employees on city time ($500).

8257 Board & Commissions
Provides funds for training and support of the activities of the Planning Commission, Design Review Board, and Cultural Heritage Commission ($500).

LIBRARY
FISCAL YEAR 2018-19 BUDGET SNAPSHOT

OVERVIEW

The South Pasadena Public Library exists for the educational, cultural, informational, and recreational benefit of its users of all ages and backgrounds. The Library is a service organization with a welcoming facility providing a balanced, important, attractive, and organized selection of books, e-books, DVDs, music CDs, audio-books, magazines, newspapers, and other resources. It is also a community hub that conducts both wide-reaching and targeted outreach activities. The Library presents literary, historical, cinematic, theatrical, arts, musical, dramatic, and other cultural programs, events, and projects. Its public personal computers and its wireless network provide Internet access and databases, many of which are offered via the Library website, which also contains original content. The Library provides space for studying and reading, as well as venues for meetings and events, many of which are co-sponsored by the Library's array of community partners. Information services, as well as archives related to South Pasadena are collected, stored, maintained, promoted and availed to the community.

The Library is pleased to submit the Fiscal year 2018-19 budget proposal. The Library provides cultural enrichment through programs and community events. It offers the community a vast collection of reading, listening, and viewing materials. The historic library building also hosts many events for the community.

During Fiscal Year 2017-18 the Library showcased a 5-day "Sanctuary" art exhibition presenting the compelling works of 40+ local artist for more than 500 visitors and conducted the Summer Reading Programs.

Notable Changes- Wages and Benefits

Increase in Wages and Benefits due to increase in retirement and health insurance.

Notable Changes- Operations and Maintenance

Increase in Internet costs per contract for CENIC WiFI

Increase in Contract Services due to pending projects related to the Library Operations Study.

Capital Outlay

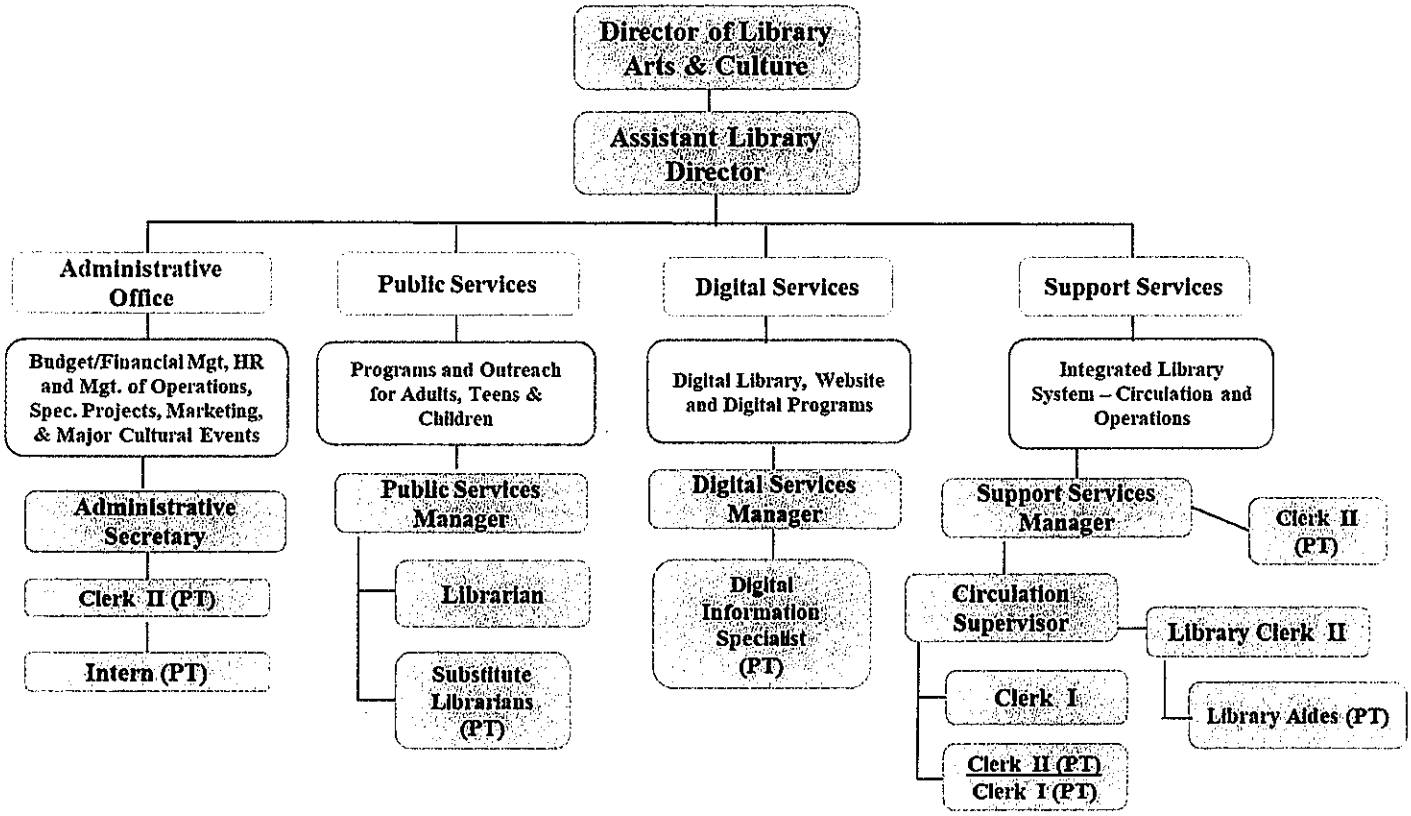
Decrease in machinery and equipment budget for projects related to the Library Operations Study.

LIBRARY
Department Summary

EXPENDITURE SUMMARY	Actual 2014/15	Actual 2015/16	Actual 2016/17	Budget 2017/18	Estimated 2017/18	Proposed 2018/19
Wages & Benefits	1,071,503	1,366,435	1,256,482	1,296,816	1,058,362	1,077,084
Operations & Maintenance	1,362,579	1,373,981	1,470,640	1,513,895	1,467,732	1,637,000
Capital Outlay	52,713	205,672	97,600	68,000	64,750	167,100
Total Expenses by Category	**2,486,795**	**2,946,088**	**2,824,722**	**2,878,711**	**2,590,844**	**2,881,184**
[101-2011] City Manager	830,416	743,916	955,009	971,844	842,031	792,000
[101-1021] City Clerk	366,552	393,222	443,823	463,822	384,531	478,184
[101-1022] Elections	1,287	64,149	3,600	8,600	-	65,050
[101-2013] Human Resources	247,364	113,228	171,300	219,400	259,650	623,477
[101-2021] Transportation Planning	222,373	205,599	187,000	187,000	69,600	85,000
[101-2032] Information Services	-	-	-	490,045	459,600	477,500
[101-3032] Information Services	302,807	407,339	490,990	-	-	-
[101-2501] Legal Services	255,007	261,455	265,000	265,000	265,000	265,000
[103-2501] Insurance Fund	14,207	45,830	60,000	65,000	124,987	95,000
[105-3032] Facilities & Equipment Replacement	52,205	203,032	-	-	-	200,000
[211-2011] CTC Traffic Improvement	266	-	-	-	-	-
[218-2270] Clean Air Act	429	-	40,000	-	11,246	15,000
[220-2301] Community Promotion	163,500	138,000	138,000	138,000	164,550	154,000
[226-2029] Mission Meridian Public Garage	30,382	18,938	26,000	26,000	9,650	90,000
[248-2011] BTA	-	187	44,000	44,000	-	-
[249-2011] Golden Street	-	351,193	-	-	-	-
Total Expenses by Program	**2,486,795**	**2,946,088**	**2,824,722**	**2,878,711**	**2,590,844**	**3,340,211**

Director of Library, Arts, and Culture	1
Assistant Library Director	1
Senior Librarian	2
Administrative Secretary	1
Librarian	2
Library Technical Assistant	1
Library Clerk II	1
Library Clerk I	1
Total	**10**

LIBRARY
Department Description and Authorized Positions



Our Purpose
To remember the past, equip the present, and envision the future.

Our Vision
A welcoming gathering place in our community to build connections, support creativity, and encourage learning.

LIBRARY

Budget Detail 101-8011

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	681,547	578,300	585,331	745,411	312,000	672,188	761,345
7010	000	Salaries - Temp / Part	234,436	273,318	284,022	230,000	147,035	230,000	230,000
7020	000	Overtime	1,543	1,845	571	1,500	218	1,500	1,500
7040	000	Holiday	355	144	421	500	452	500	500
7070	000	Leave Buyback	2,808	19,297	3,350	10,000	2,619	10,000	10,000
7100	000	Retirement	118,588	132,119	139,245	170,996	119,996	156,305	202,021
7108	000	Deferred Compensation	1,208	1,309	1,282	2,328	372	1,899	2,356
7110	000	Workers Compensation	18,567	19,469	26,950	11,420	7,464	15,385	11,664
7120	000	Disability Insurance	4,927	-	-	-	11,242	11,242	-
7122	000	Unemployment Insurance	72	5,043	495	-	7	7	-
7130	000	Group Health Insurance	60,500	62,517	55,894	73,260	40,270	78,988	95,760
7140	000	Vision Insurance	1,761	1,999	1,769	2,400	967	1,934	2,400
7150	000	Dental Insurance	6,401	6,645	6,040	9,000	3,020	6,345	9,000
7160	000	Life Insurance	1,026	882	798	990	388	825	990
7170	000	FICA - Medicare	18,860	22,611	23,760	14,172	13,066	27,686	14,403
		<WAGES & BENEFITS>	1,152,599	1,125,498	1,129,928	1,271,977	659,117	1,214,804	1,341,939
8000	000	Office Supplies	10,532	10,659	12,064	10,000	3,424	10,000	10,000
8010	000	Postage	3,725	3,924	4,905	4,000	1,500	4,000	2,500
8020	000	Special Department Expense	27,839	27,029	30,630	30,000	14,277	30,000	30,000
8030	000	Library Periodicals	15,650	14,722	14,449	13,500	15,031	14,000	12,500
8031	000	Electronic Resources	35,714	25,908	32,796	40,000	21,195	40,000	31,000
8040	000	Advertising	1,114	3,196	3,556	4,000	1,032	4,000	4,000
8050	000	Printing/Duplicating	5,205	6,140	4,765	6,000	393	6,000	5,000
8060	000	Dues & Memberships	840	1,887	1,357	4,000	1,710	2,000	2,000
8070	000	Mileage/Auto Allowance	81	53	126	500	67	150	350
8080	000	Books & Periodicals	145,411	119,796	133,429	125,000	40,424	125,000	125,000
8083	000	E-Books		-	-	-	-	-	10,000
8085	000	City-wide Reading Program	1,325	-	2,217	-	-	-	
8090	000	Conference & Meeting Expense	1,475	1,213	398	2,000	837	1,000	3,000
8110	000	Equipment Maintenance	50,564	52,562	37,278	10,000	5,457	10,000	4,000
8120	000	Building Maintenance	17,902	13,124	21,536	15,500	6,187	15,500	15,000
8140	000	Utilities	36,905	41,331	34,755	-	18,955		-
8151	000	CENIC WiFi Expenses	-	-	-	-	-	11,000	16,500
8155	000	Rental/Lease	1,262	1,229	303	-	305	-	-
8170	000	Professional Services	5,724	5,724	11,718	14,000	6,765	6,765	10,000
8171	000	Prof. Svcs. - Library Ops. Study	-	-	-	20,000	-		-
8180	000	Contract Services	16,698	18,198	30,880	60,000	31,835	31,835	87,000
8200	000	Training Expense	2,131	450	2,125	3,000	125	3,000	3,000
8257	000	Boards & Commissions	1,144	804	2,088	3,000	300	2,500	2,500
		<OPERATIONS & MAINTENANCE>	381,241	347,949	381,375	364,500	169,818	316,750	373,350
8520	000	Machinery & Equipment	-	-	-	-	46,375	46,375	-
8521	000	Mach. & Equip. - Library Ops. Study	-	-	-	60,000	-	60,000	30,000
8530	000	Computer Equipment	-	-	14,166	20,000	3,481	21,000	9,500
		<CAPITAL OUTLAY>	-	-	14,166	80,000	49,856	127,375	39,500
[101-8011] Library Total			1,533,840	1,473,447	1,525,469	1,716,477	878,791	1,658,929	1,754,789

LIBRARY

Budget Detail **101-8011**

PERSONNEL SERVICES

7000 Regular Salaries
Provides compensation for a full-time staff of ten positions. These include 1 Director of Library, Arts, and Culture; 1 Assistant Library Director, 1 Public Services Manager, 1 Support Services Manager, 1 Digital Services Manager, 1 Librarian, 1 Administrative Secretary, 1 Library Technical Assistant, and 2 Library Clerks.

7010 Wages - Seasonal and Part-Time Employees
Covers the compensation of part-time library staff members who are paid hourly rates.

7020 Overtime
Provides compensation for any overtime use throughout the year, at one and one-half times the regular salary or wage. Overtime is very sparingly used to compensate non-exempt professional staff when program preparations, meetings, etc. require them to work beyond a regular 8-hour work day.

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for the purchase of paper, stationery, rolls for receipt printers, folders, notepads, cash register and mailing supplies, toner, business cards, name badges, and general office supplies. ($10,000)

8010 Postage
Covers postage fees for correspondence, grant applications, invitations, overdue materials notifications, and inter-library loan books lent or returned to their owning institutions. ($2,500)

8020 Special Department Expense
$26,000 funds the purchase of barcodes, security strips, CD and DVD cases and sleeves, software, supplies for children's programs, book trucks, archival supplies, book jackets, "date due" slips, book trucks, mending tape, display racks, and other miscellaneous provisions. $1,000 for the rebinding of important, out-of-print books and other materials, and $3,000 for storage unit rental for off-site storage. ($30,000)

8030 Periodicals
Provides funds for the renewal of approximately 135 hard copy magazine and newspaper subscriptions (including the *South Pasadena Review, Pasadena Weekly, Star-News, Los Angeles Times, LA Weekly,* and many others), as well as for updates of annual materials, such as motor vehicle price guides and investment newsletters. ($12,500)

8031 Digital Resources
Provides funds for the purchase of electronic information databases used both inside and outside the Library. Many of them are also available to the public via our website which means these can be accessed to users from home, office, and personal computers, tablets, laptops, and smartphones. The Library subscribes to electronic databases offering a broad range of magazine & newspaper articles, interactive children's books to stimulate

beginning readers, a national business directory, encyclopedias, an authoritative dictionary, and others. ($31,000)

8040 Advertising/Publicity/Outreach/Marketing
Enables the Library to purchase print and online ads in newspapers, on radio stations, and websites for major projects, programs, or events. Also covers artwork and graphic design for special project materials. ($4,000)

8050 Printing and Duplication
Provides funds for the printing and duplication of brochures, program and event calendars, newsletters, flyers, promotional magnets, posters, library card applications (in English, Chinese, and Spanish languages), and a host of other printed materials for the public. ($5,000)

8060 Dues and Memberships
Supports membership(s) to the California Library Association, Califa, American Library Association, California Public Library Advocates, Book Club of California, and other professional organizations for the professional growth of staff and the Board of Trustees. These provide continuing education, professional development, and networking opportunities, as well as support for the state and national organizations advocating and lobbying for libraries. ($2,000)

8070 Mileage Reimbursement
Addresses mileage reimbursement when a staff member's private vehicle is used to conduct City business. Used mostly to compensate staff for attending required meetings and to support the training and continuing education of staff members at off-site workshops, meetings, and training sessions. ($350)

8080 Books/CDs/DVDs
Provides funds for the purchase and outsourced physical processing of circulating books, music and audiobook CDs, and how-to, documentary and theatrical DVDs and Blu-rays. Annual circulation of materials exceeds 300,000. ($125,000)

8083 eBooks/eAudiobooks
Provides funds for the purchase of circulating digital books and digital audiobooks. Annual circulation of digital books and audiobooks exceeds 12,000. ($10,000)

8090 Conference and Meeting Expense
Provides funds for conference and meeting travel expenses and registration fees for staff. ($3,000)

8110 Equipment Maintenance
For technical support, repair and maintenance of the computer system hardware and software, public computers and copiers, and support for public workstations. Includes Library's portion for digital postage meter and postal scale. ($4,000)

8120 Building Maintenance
Provides for janitorial supplies, emergency janitorial service, miscellaneous plumbing, electrical, and other repairs and supplies for the Library building. Includes $3,000 for exterior steam cleaning and carpet cleaning, $2,000 for elevator repairs, $2,000 for HVAC repairs, $2,500 for automatic door repairs, $2,500 for miscellaneous repairs, $3,000 for Community Room repairs. ($15,000)

8151 CENIC WiFi Expenses
Provides for out-of-pocket cost of high capacity, high speed broadband connectivity for public and staff WiFi. The Library receives California Teleconnect Fund (CTF) and Federal Communications Commission Schools and Libraries Program E-Rate reimbursements for a portion of this amount the following fiscal year. ($16,500)

8170 Professional Services
Among other costs, provides funds for institutional membership in the Southern California Library Cooperative at $2,600; $2,625 fee for Community Economic Solutions, Inc., the agency processing the tax roll for the Library Parcel Tax, $1,500 for CSAC Excess Insurance Authority, and $3,000 for marketing services, and $275 for other miscellaneous services. ($10,000)

8180 Contract Services
Among other costs, provides funds for security alarm, security camera, fire alarm, and emergency lighting maintenance services, and EnvisionWare computer reservation and print management services. Includes funds for cataloging records subscription, theft detection system and self-check machine maintenance, debt collection service, as well as a book/CD/DVD ordering platform, and Integrated Library System product licensing and services. ($87,000)

8200 Employee Training
Provides funds for training materials, seminars, webinars, and job-related training sessions for library staff. Most of the workshops are conducted nearby by library consortia and are provided at low-cost. Also includes any costs associated with the Annual Library Staff Training/Safety Day. ($3,000)

8257 Boards/Commissions
Funds for Library Board of Trustees' attendance at annual California Public Library Advocates workshops and the California Library Association Annual Conference in Riverside, as well as design, printing, honoraria, and other expenses of the Trustees' Annual Volunteer Recognition Luncheon Event. ($2,500)

CAPITAL OUTLAY

8521 Machinery & Equip –Library Operations Study (LOS)
Includes funds for chairs for public computer workstations, display shelving for new materials and reconfiguration of reference shelving area. ($30,000)

8530 Computer Equipment
Includes $3,700 for mobile devices for customer and staff training and demonstration: 2 iPads, 2 Kindle, 2 Android. Also includes $750 for a laptop and accessories for off-site and Community Room presentations, $2,500 for a flat screen display for Library announcements, and $1,800 for Bluetooth mobile scanners and printers for making library cards and checking out materials wirelessly at off-site locations, and $750 for other miscellaneous computer equipment. ($9,500)

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COMMUNITY SERVICES
FISCAL YEAR 2018-19 BUDGET SNAPSHOT

OVERVIEW

The Community Services Department is pleased to submit the Fiscal year 2018-19 budget proposal. The Community Services Department provides services within four divisions: Senior Division, Recreation and Youth Division, Community Transit and Community Services Division. The Senior Citizens Center, which is a multi-purpose facility, provides older adults educational, social, physical, nutritional and emotional services as well as city special events such as the Memorial Day Celebration.

The Recreation and Youth Division operates out of the Orange Grove Recreation Center and coordinates recreational classes for children and adults, after-school and summer child care, building and park reservation, and city events such as Concerts in the Park and Doggie Day. The Community Transit operates the Dial a Ride Program. The Community Services Division provides general department oversight plus budget and grant administration, park improvements, community liaison activities and contract management of the Arroyo Seco Golf Course, Arroyo Seco Racquet Club, San Pascual Stable, All Star Batting Cages, Ironworks Museum and cell sites. The staff also provides support for the Parks and Recreation Commission, Youth Commission, and Senior Commission as well as the Community Center Ad Hoc Committee, San Pascual Stables Subcommittee and Arroyo Seco Golf Course and Racquet Center Lease Subcommittee.

Notable Changes- Wages and Benefits

Increase in Wages and Benefits due to increase in retirement and health insurance.

Notable Changes- Operations and Maintenance

N/A

Capital Outlay

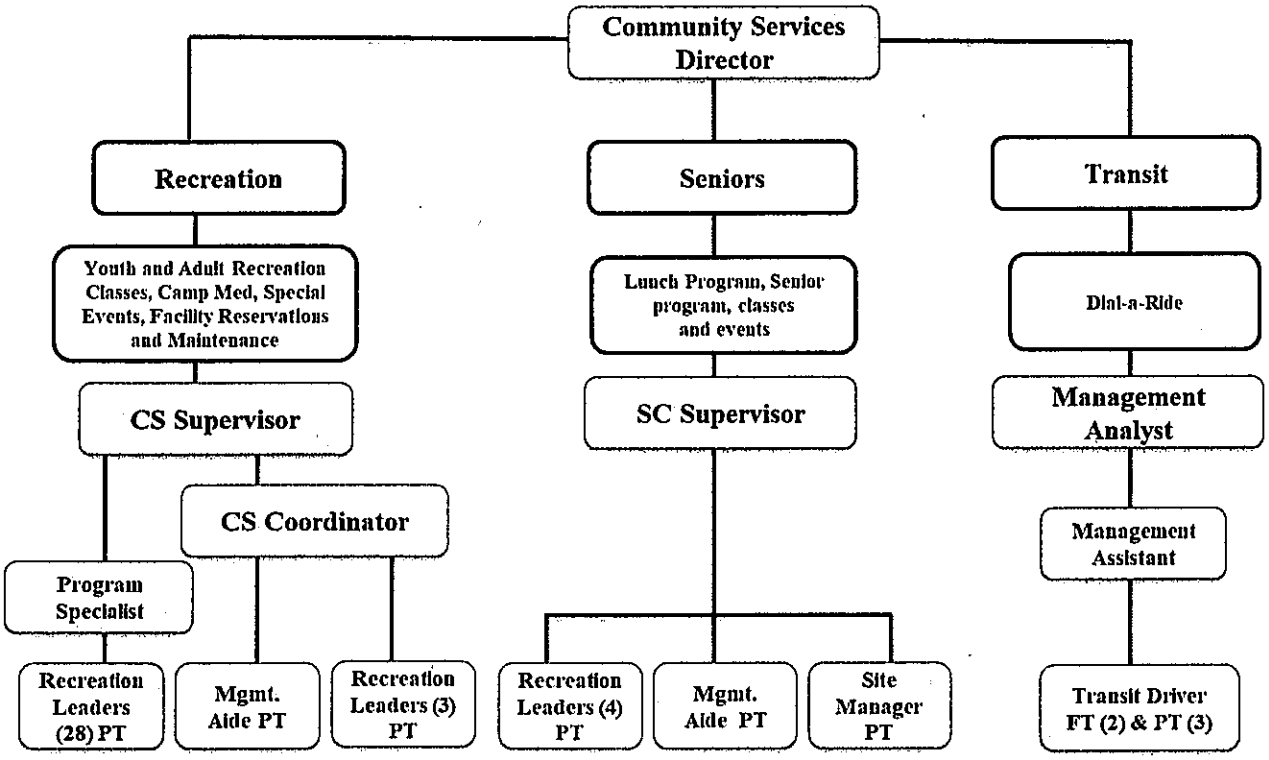
N/A

COMMUNITY SERVICES
Department Summary

EXPENDITURE SUMMARY	Actual 2014/15	Actual 2015/16	Actual 2016/17	Budget 2017/18	Estimated 2017/18	Proposed 2018/19
Wages & Benefits	1,683,346	1,164,033	1,435,621	1,533,414	1,021,704	1,452,895
Operations & Maintenance	973,559	1,559,449	1,796,848	1,843,801	1,555,088	1,758,077
Capital Outlay	59,100	150,942	180,000	-	-	314,000
Total Expenses by Category	**2,716,005**	**2,874,424**	**3,412,469**	**3,377,215**	**2,576,792**	**3,524,972**
[101-8021] Senior Services	297,272	244,462	346,297	349,487	305,861	354,820
[101-8031] Community Services	279,225	280,051	301,925	246,836	210,747	208,098
[101-8032] Recreation and Youth Services	613,593	660,451	679,655	856,063	835,731	864,109
[105-8031] Facilities & Equipment Replacement	-	-	110,000	110,000	-	-
[205-2210] Prop "A" Administration	27,719	33,034	14,997	14,312	-	13,680
[205-8022] Gold Link	-	-	-	-	-	-
[205-8024] Transit Planning	-	-	336,849	156,083	119,301	335,331
[205-8025] Dial-A-Ride	260,004	330,628	314,899	298,749	75,500	278,271
[207-2260] Prop "C" Administration	35,160	80,478	6,989	30,397	-	5,860
[207-8025] Dial-A-Ride	177,779	213,679	242,782	230,793	50,320	337,426
[260-8023] CDBG Senior Nutrition Prog	39,314	37,339	31,500	39,000	39,000	39,000
[275-6410] Park Maintenance	67,178	45,478	20,000	-	-	-
[295-8041] General Administration	248,251	307,367	316,000	328,267	320,821	357,548
[295-8042] Golf Course Maintenance	371,583	369,858	397,435	388,582	332,273	415,383
[295-8043] Range	67,208	50,159	43,753	58,550	38,125	36,014
[295-8044] Golf Shop	101,001	78,518	96,389	101,947	95,000	112,707
[295-8045] Food Service	130,718	142,922	153,001	168,149	154,113	166,725
Total Expenses by Program	**2,716,005**	**2,874,424**	**3,412,469**	**3,377,215**	**2,576,792**	**3,524,972**

Community Services Director	1
Supervisor-Senior Services	1
Supervisor-Youth Services	1
Management Analyst	1
Community Services Coordinator	1
Program Specialist	1
Management Aide	1
Transit Driver	2
Total	**9**

COMMUNITY SERVICES
Department Description and Authorized Positions



SENIOR SERVICES

Budget Detail 101-8021

Acct	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	Salaries - Permanent	75,807	33,849	79,199	77,079	38,424	78,557	76,316
7010	Salaries - Temp / Part	86,470	88,784	79,836	132,764	50,441	95,000	132,764
7070	Leave Buyback	30	-	-	2,100	-	2,100	2,100
7100	Retirement	18,632	15,963	18,997	26,146	19,578	26,122	29,322
7108	Deferred Compensation	722	400	766	770	148	753	763
7110	Workers Compensation	4,839	4,664	5,156	1,180	1,405	2,887	1,169
7122	Unemployment Insurance	294	-	2,223	-	-	-	-
7130	Group Health Insurance	7,865	5,005	8,580	8,580	5,490	10,980	13,380
7140	Vision Insurance	220	140	240	240	120	240	240
7150	Dental Insurance	825	525	900	900	450	900	900
7160	Life Insurance	108	54	100	99	50	99	99
7170	FICA - Medicare	4,695	4,580	6,095	9,349	2,043	4,363	9,337
	<WAGES & BENEFITS>	200,507	153,964	202,092	259,207	118,149	222,001	266,390
8000	Office Supplies	3,972	3,570	3,584	3,000	844	3,000	3,000
8010	Postage	2,741	3,876	1,466	2,000	-	2,000	2,000
8020	Special Department Expense	15,857	14,926	14,978	13,200	8,952	13,200	14,000
8040	Advertising	218	620	-	400	-	400	400
8050	Printing/Duplicating	4,265	3,144	3,637	4,200	1,724	4,200	4,200
8060	Dues & Memberships	165	180	180	500	-	180	200
8090	Conference & Meeting Expense	1,179	767	38	500	425	900	-
8110	Equipment Maintenance	4,228	2,757	2,474	3,500	974	2,700	3,500
8120	Building Maintenance	3,394	3,841	1,682	3,600	1,808	3,600	3,200
8140	Utilities	12,686	12,404	13,778	-	217	-	-
8170	Professional Services	3,500	1,750	3,500	3,000	-	-	3,000
8180	Contract Services	25,669	22,987	18,977	30,900	1,119	29,000	29,150
8200	Training Expense	591	298	239	500	-	-	500
8264	Special Events	3,247	3,536	2,971	5,000	1,587	4,700	5,000
8267	Classes	13,627	15,189	21,802	19,200	10,685	19,200	19,500
8300	Lease Payment	1,426	653	192	780	64	780	780
	<OPERATIONS & MAINTENANCE>	96,765	90,498	89,498	90,280	28,401	83,860	88,430
[101-8021] Senior Services Total		297,272	244,462	291,590	349,487	146,550	305,861	354,820

SENIOR SERVICES

Budget Detail **101-8021**

PERSONNEL SERVICES

7000 Regular Salaries
Compensation for Senior Services Supervisor

7010 Part-Time Salaries
Provides funds for Senior Division Staff; Management Aide, Site Manager, and Recreation Leaders (4) ($132,764).

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances ($2,100)

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for the purchase of office paper, computer supplies, meeting supplies, and miscellaneous supplies ($3,000).

8010 Postage
Provides funds for the monthly senior newsletter ($800) and general Senior Center postal expenses ($500), outreach mailers ($500), and special events advertising ($200).

8020 Special Department Expense
Provides funds for activities and services offered by the Senior Center, such as, volunteer recognition program ($1,500), event entertainment ($2,000), event supplies (table covers, napkins, birthday cake, cups, etc. $2,400), Home Delivery meal program supplies ($2,400) mileage reimbursement for volunteers ($800) coffee service ($2,400), cleaning supplies ($1,000) and health fair ($1,500).

8040 Advertising
Provide funds to promote senior services and events ($400).

8050 Printing and Duplicating
Provides funds for printing of the monthly senior newsletter ($3,000), business envelopes ($600), printing events flyers ($600).

8060 Dues, Memberships, Subscriptions, and Books
Provides funds for membership fees and dues in California Parks and Recreation Society (CPRS) Senior and Services Supervisor ($200).

8110 Equipment Maintenance
Provides funds for office equipment, fire extinguishers ($600), kitchen fire suppression system ($500) and WIFI service for computer lab and facility ($2,400).

8120 Building Maintenance
Provides funds for quarterly upholstery cleaning of furnishings, carpet, ($1,000) pressure washing of center entry ($500), HVAC maintenance ($500) cleaning of stainless steel surfaces in kitchen 3 times a year ($700) cleaning of drapes ($500).

8170 Professional Services
Agreement with licensed social worker to serve as field supervisor for the mental health program ($3,000).

8180 Contract Services
Provide funds for fire and security system ($1,650), Annual licensing for Sportsman Software (1,100) Computer lab increase bandwidth ($1,400) senior meals not covered by Community Block Grant (CDBG) contract ($25,000).

8200 Employee Training
Provides funds for training seminars, materials, and job-related training sessions ($500).

8264 Excursions/ Special Events
Provides funds for senior excursions entrance and/or tour fee and box lunch for twelve trips ($5,000).

8267 Classes
Provides for payment to contract instructors for senior classes with a fee, this in addition to free classes offered to members. It is estimated that leisure classes will generate $28,000 next year. Payments to instructor for classes vary either 65/35 or 80/20 ($19,500).

8300 Lease Payment
Provides for a portion of the postage meter lease ($780).

COMMUNITY SERVICES

Budget Detail 101-8031

Acct	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	Salaries - Permanent	172,464	169,296	171,747	108,338	58,464	117,840	107,265
7010	Salaries - Temp / Part	7,601	5,052	1,439	10,500	(215)	10,500	10,500
7020	Overtime	(3,054)	(1,941)	(1,013)	-	(1,119)	-	-
7040	Holiday	-	-	154	-	-	-	-
7070	Leave Buyback	178	783	847	3,000	-	3,000	3,000
7100	Retirement	27,012	31,384	32,868	67,415	17,895	23,220	28,418
7108	Deferred Compensation	1,153	1,230	1,086	1,083	220	1,122	1,072
7110	Workers Compensation	7,765	8,589	6,445	1,710	1,002	1,888	1,693
7122	Unemployment Insurance	-	-	-	-	-	-	-
7130	Group Health Insurance	12,363	15,728	13,778	6,435	3,277	6,784	6,435
7140	Vision Insurance	228	340	288	180	63	127	180
7150	Dental Insurance	1,076	1,261	1,069	675	235	470	675
7160	Life Insurance	206	205	175	74	39	77	74
7170	FICA - Medicare	2,840	3,108	3,134	2,221	1,075	1,984	2,206
	<WAGES & BENEFITS>	229,832	235,035	232,017	201,631	80,936	167,012	161,518
8000	Office Supplies	1,385	1,447	1,433	1,500	33	1,450	1,000
8010	Postage	1,150	864	394	1,000	-	750	650
8020	Special Department Expense	15,449	10,175	8,127	10,250	8,214	10,250	11,830
8040	Advertising	312	2,125	500	150	-	-	150
8050	Printing/Duplicating	336	375	-	400	-	-	200
8060	Dues & Memberships	770	1,105	875	640	-	640	650
8090	Conference & Meeting Expense	2,386	839	2,726	1,500	-	-	1,000
8110	Equipment Maintenance	632	6,509	6,205	6,335	6,006	7,735	7,035
8120	Building Maintenance	9,958	10,168	11,608	15,250	4,623	15,250	14,450
8140	Utilities	1,016	1,981	1,238	-	107	-	-
8180	Contract Services	4,213	6,689	19,817	7,430	3,045	7,430	9,065
8200	Training Expense	488	398	261	250	79	80	250
8264	Special Events	10,000	1,990	-	-	-	-	-
8267	Classes	-	94	-	-	-	-	-
8300	Lease Payment	1,298	257	247	500	64	150	300
	<OPERATIONS & MAINTENANCE>	49,393	45,016	53,431	45,205	22,170	43,735	46,580
[101-8031] Community Services Total		279,225	280,051	285,448	246,836	103,106	210,747	208,098

COMMUNITY SERVICES

Budget Detail **101-8031**

PERSONNEL SERVICES

7000 Regular Salaries
Compensation for Community Services Director

7010 Wages - Seasonal/Part-Time Employees
Provides funds for Recreation Leader for reservations ($10,500)

7070 Leave Buyback
Provides funds to employees who opt to sell back hours of their leave balances ($3,000)

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for the purchase of office paper, computer supplies, meeting supplies, and miscellaneous supplies ($1,000).

8010 Postage
Provides funds for mailing of general information on recreation and facility rental programs, community outreach for special projects, and for special events ($650).

8020 Special Department Expense
Provides funds for general maintenance supplies, Parks & Recreation Commission support, tools for the War Memorial Building, Eddie Park House, and Youth House ($2,000) Includes special meetings/community outreach/meeting supplies ($1,800) and park development project costs (reports and studies ($1,000). Includes promotional materials ($500), Community Garden Caltrans lease payment ($100), War Memorial Building Sports Mats ($2,000), department staff shirts ($400), expense for key duplication ($200), and shelving units and storage bin for Orange Grove ($1,000) electrical cord covers for events ($250), spider box for events ($750) portion of City's Constant Contact ($250), licensing fees for concerts for SESAC ($875), BMI ($350) and ASCAP ($355).

8040 Advertising
Advertise and promote facility rentals, special events, and staff recruitments ($150).

8050 Printing and Duplication
Provides funds for costs to print flyers/posters for promotion of rental facilities (War Memorial, Youth House, Mid-level at Orange Grove, Eddie House) ($200).

8060 Dues, Memberships & Subscriptions
Provides funds for the California Parks and Recreation Society annual membership for Agency Membership CPRS ($480) and NRPA ($170).

8090 Conference & Meetings Expenses
Provides funds for Community Services Director to attend the annual California Park and Recreation Society (CPRS) conference in March 2018 (Southern California) ($1,000).

8110 Equipment Maintenance
Provides for annual maintenance of kitchen, and fire extinguishing equipment at the War Memorial Building, Eddie Park House, and Garfield Youth House ($850), refrigerator and microwave replacement for Teen Center and Orange Grove lower level ($2,000) War Memorial Building semi-annual range hood cleaning ($735) Department Camera Maintenance Service ($150), Utility carts for War Memorial Building ($500), replacement of picnic benches at Arroyo Park ($2,800).

8120 Building Maintenance
Provides for quarterly War Memorial Building wood floor resurfacing ($8,500), heating/air conditioning service ($700), repairs and cleaning services at the War Memorial Building, Youth House and Eddie Park House ($3,500), and clean drapes for War Memorial Building ($1,750).

8180 Contract Services
Provides funds for the security & fire alarm for Youth House ($850), fire alarm at War Memorial Building ($915), security Alarm at War Memorial Building ($1,200), fire and security system onetime cost for installation at Eddie Park House ($2,000) Fire and security at Eddie Park ($1,680)servicing of facility kitchen appliances ($1,250), Sportsman Recreation Software annual licensing ($1,170).

8200 Training Expense
Provides funds for job related training seminars and materials ($250).

8300 Lease Payment
Provides partial funds for annual postage meter ($300).

RECREATION AND YOUTH SERVICES

Budget Detail 101-8032

Acct	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	Salaries - Permanent	116,992	98,014	134,906	192,918	87,258	188,875	194,398
7010	Salaries - Temp / Part	187,394	202,696	225,294	267,562	154,672	267,562	267,562
7020	Overtime	-	143	252	5,000	1,588	4,000	4,500
7055	IOD - Non Safety	-	42	-	-	-	-	
7070	Leave Buyback	28	-	-	2,100	964	964	1,500
7100	Retirement	20,470	30,545	28,099	53,351	37,854	49,481	59,693
7108	Deferred Compensation	730	796	822	792	158	805	784
7110	Workers Compensation	12,877	15,244	12,823	4,692	4,040	7,046	4,814
7120	Disability Insurance	-	2,028	-	-	-	-	-
7122	Unemployment Insurance	4,306	12,676	2,383	-	(258)	(258)	-
7130	Group Health Insurance	9,136	10,834	10,336	18,600	9,056	18,375	18,600
7140	Vision Insurance	440	520	480	720	322	645	720
7150	Dental Insurance	1,500	1,950	1,800	2,700	1,205	2,410	2,700
7160	Life Insurance	189	216	200	297	149	297	297
7170	FICA - Medicare	13,246	14,464	16,079	19,696	10,573	16,989	19,686
	<WAGES & BENEFITS>	367,308	390,168	433,474	568,428	307,581	557,191	575,254
8000	Office Supplies	2,218	2,500	3,090	2,500	696	2,500	2,500
8010	Postage	628	506	-	500	-	500	500
8020	Special Department Expense	7,428	10,523	9,587	10,800	3,271	10,800	5,050
8040	Advertising	777	474	561	1,150	102	785	1,150
8050	Printing/Duplicating	-	-	57	250	-	125	250
8060	Dues & Memberships	315	315	315	555	-	555	555
8090	Conference & Meeting Expense	3,794	2,245	4,002	2,630	2,660	2,660	4,385
8110	Equipment Maintenance	2,136	1,217	248	850	-	850	850
8120	Building Maintenance	11,547	7,055	6,458	20,300	17,507	20,300	20,550
8180	Contract Services	13,712	19,609	19,983	20,215	3,254	20,000	20,150
8200	Training Expense	325	324	299	300	88	125	300
8264	Special Events	26,809	41,343	44,621	56,700	26,772	56,700	56,700
8267	Classes	139,390	136,759	112,905	123,500	52,782	115,255	123,500
8268	Camp Services	35,952	47,156	44,167	47,125	14,149	47,125	47,155
8269	Teen Center	-	-	-	-	-		5,000
8300	Lease Payment	1,254	257	193	260	64	260	260
	<OPERATIONS & MAINTENANCE>	246,285	270,283	246,486	287,635	121,346	278,540	288,855
8530	Computer Equipment	-	-		-			
	<CAPITAL OUTLAY>	-	-	-	-	-	-	-
[101-8032] Recreation and Youth Services Total		613,593	660,451	679,960	856,063	428,927	835,731	864,109

RECREATION AND YOUTH SERVICES

Budget Detail **101-8032**

PERSONNEL SERVICES

7000 Regular Salaries
Compensation for Youth Services Supervisor, Community Services Coordinator and Program Specialist.

7010 Wages – Seasonal/Part-Time Employees
Provides funds for Recreation Division Recreation Leaders and Management Aide ($267,562).

7020 Overtime
Provides overtime pay for after-hour /weekend related events to recreation ($4,500).

7070 Leave Buyback
Provides funds for staff that opt to sell back hours of their leave balance ($1,500).

OPERATIONS & MAINTENANCE

8000 Office Supplies
Office paper, computer, and miscellaneous office supplies ($2,500).

8010 Postage
Provides funds for correspondence and advertising for recreation programs and services and special events receipts for leisure classes, special events, park picnic reservations ($250), and event promotion and advertising ($250).

8020 Special Department Expense
Cleaning supplies ($300), Youth Commission activities ($1,000), mileage reimbursement ($250), and replacement of basketball court nets ($100), staff shirts ($500), and replenishment of first aid kits for special events ($100), special event equipment ($2,800).

8040 Advertising
Provides funds to promote recreation programs and events, staff recruitments ($150), and special events promotion: Breakfast with Santa, Halloween Spooktacular, Spring Eggstravaganza, Doggy Day, and Concerts in the Park ($1,000).

8050 Printing and Duplication
Provides funds to print Class & Program Guide limited copies ($250).

8060 Dues, Memberships & Subscriptions
California Parks and Recreation Society annual membership for Supervisor, Coordinator, and Program Specialist ($555).

8090 Conference and Meeting Expense
Provides funds for California Park and Recreation Society annual conference registration in Northern California for Community Services Supervisor, Community Services

Coordinator, and Program Specialist ($3,000), and annual Maintenance Management School ($1,385).

8110 Equipment Maintenance
Provides funds for office equipment maintenance including credit card ($250), copy ($350) and fax machine ($250).

8120 Building Maintenance
Provides for supplemental cleaning and minor building repairs at the Orange Grove Recreation Center ($1,500), HVAC maintenance ($700), key duplication ($100), Orange Grove Park bathroom maintenance ($1,000), and replacement four drinking fountains on parks ($17,250).

8180 Contract Services
Provides funds for contract services for portable toilet service at the Skate Park and arroyo baseball field ($5,200), fire alarm service for Recreation Center ($755), security system for Recreation Center ($900), Skate Park repairs ($12,125), annual maintenance of Sportsman ($1,170).

8200 Training Expense
Provides funds for staff training ($300).

8264 Special Events
Provides funds for South Pasadena Doggy Day ($750), Spring Eggstravaganza ($5,000), Community Baseball Night ($2,500), two Movies in the Park ($6,000), two Shakespeare in the Park ($3,000), Walk/Bike to School ($1,450), Halloween ($3,500), Breakfast with Santa ($3,000), Snow Day ($12,000), and National Night Out ($1,500). Revenue received for some events. Provides funds for the annual summer concerts in the Park series, this program is funded with community donations. Five Summer Concerts in the Park Series ($18,000).

8267 Classes
Provides for payments to instructors for quarterly, tot, teen, adult leisure classes Instructors are generally reimbursed 65% of their total class revenue. The City generally retains 35%. Based upon prior years, it is estimated that leisure classes will generate $190,000 next year. 65% of which is paid to the contracted instructors ($123,500).

8268 Camp Med
Provides funds for Camp Med school year and summer program supplies and trips; field trips ($10,900). Camp med supplies and activities ($5,000), Middle School camp program ($4,000), Snacks ($4,000), Summer pool usage ($2,550), Program supplies ($2,500), Purchase Outdoor Recreation Games ($2,000), Camp Med t-shirts ($1,900), First aid supplies ($1,900), California Park and Recreation trainings for part-time staff ($1,900), Purchase new compartment storage units ($1,500), Provides funds for required First Aid/CPR training for staff ($1,200), Internet ($1,000), Monthly special events ($1,000), Parent Night ($1,000), Annual licensing for MPLC & BMI ($910), Purchase new game cubbies ($600), Carpet cleaning ($600), Printing for Camp Med program ($600), Staff shirts for After-School ($500), Volunteen Shirts ($350), Annual When2Work staff scheduling system($330) Purchase of Computer Lab educational software ($315), Mileage reimbursement ($300), provides funds to promote Camp Med after school care and summer programs ($300).

8269 Teen Center
Provides funds for the operation of the teen center during the school year. Program supplies and activities ($1,000), snacks ($1,000), Internet ($550), carpet cleaning ($300), purchase of advertisements ($250), first aid supplies ($100), board games ($250), guest speakers ($1,000), mileage reimbursement ($150), special events such as Halloween, holiday and end of the year programs ($250), and staff training ($150).

8300 Lease Payment
Provides for a portion of postage machine ($260).

PROP "A" – LOCAL TRANSIT ADMINISTRATION

Budget Detail 205-2210

Acct	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	Salaries - Permanent	5,532	9,758	12,626	10,870	4,779		10,011
7020	Overtime	-	1		-	-		
7070	Leave Buyback	-	-	18	-	-		
7100	Retirement	1,185	1,618	2,180	2,279	1,616		2,581
7108	Deferred Compensation	71	92	99	101	16		100
7110	Workers Compensation	378	524	454	171	77		158
7130	Group Health Insurance	368	571	597	636	262		600
7131	Retiree Health Insurance	9,404	10,140	-	-	-		
7140	Vision Insurance	6	13	16	19	5		16
7150	Dental Insurance	30	43	44	72	19		63
7160	Life Insurance	8	8	7	7	4		6
7170	FICA - Medicare	110	141	183	157	71		145
	<WAGES & BENEFITS>	18,279	22,909	16,224	14,312	6,849	-	13,680
8060	Dues & Memberships	1,550	3,000	-	-	-	-	-
8250	Bus Pass Subsidy	7,890	7,125	-	-	-	-	-
	<OPERATIONS & MAINTENANCE>	9,440	10,125	-	-	-	-	-
[205-2210] Prop "A" Administration Total		27,719	33,034	16,224	14,312	6,849	-	13,680

PROP "A" – LOCAL TRANSIT ADMINISTRATION

Budget Detail **205-2210**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides the partial compensation for the Community Services Director. Refer to the Appendix for a detailed allocation list.

PROP "A" –TRANSIT PLANNING

Budget Detail 205-8024

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	-	-	22,090	21,667	9,948		21,453
7100	000	Retirement	-	-	4,153	4,771	3,407		5,531
7108	000	Deferred Compensation	-	-	211	216	36		214
7110	000	Workers Compensation	-	-	808	342	162		338
7130	000	Group Health Insurance	-	-	1,222	1,287	619		1,287
7140	000	Vision Insurance	-	-	24	36	12		36
7150	000	Dental Insurance	-	-	90	135	44		135
7160	000	Life Insurance	-	-	15	14	7		14
7170	000	FICA - Medicare	-	-	315	314	149		311
		<WAGES & BENEFITS>	-	-	28,928	28,782	14,383	-	29,319
8000	000	Office Supplies	-						
8010	000	Postage	-						
8020	000	Misc. Supplies - Parking	-	-	3,377	3,000	239	1,500	7,100
8040	000	Advertising	-						
8050	000	Printing/Duplicating	-						
8060	000	Dues & Memberships	-	-	4,550	6,000	-	6,000	-
8061	000	HOA Dues	-	-	20,762	32,041	-	32,041	32,041
8100	000	Vehicle Maintenance	-						
8105	000	Fuel	-						
8120	000	Building Maintenance							3,000
8132	000	Uniform Expense/Cleaning	-						
8140	000	Utilities							5,500
8170	000	Professional Services							10,000
8180	000	Contract Services	-	-	56,670	76,260	38,607	76,260	79,871
8200	000	Training Expense	-						
8250	000	Bus Pass Subsidy	-	-	6,910	10,000	530	3,500	10,000
8300	000	Lease Payment	-						
		<OPERATIONS & MAINTENANCE>	-	-	92,269	127,301	39,376	119,301	147,512
8520	000	Machinery & Equipment	-	-	-	-	-	-	137,000
8540	000	Automotive Equipment	-	-	133,924	-	-	-	40,000
		<CAPITAL OUTLAY>	-	-	133,924	-	-	-	177,000
[205-8024] Transit Planning Total			-	-	255,121	156,083	53,759	119,301	353,831

PROP "A" –TRANSIT PLANNING

Budget Detail **205-8024**

PERSONNEL SERVICES

7000 Salaries – Regular Employees
Provides the partial compensation for the Community Services Director. Refer to the Appendix for a detailed allocation list.

OPERATIONS & MAINTENANCE

8020 Special Department Expense
Provides funds for supplies and maintenance of the Mission Meridian Parking Garage ($3,000), Signage ($3,000), internet connection for parking meters ($1,100) additional funding is in the Mission Meridian Public Garage account.

8061 Property Owners' Association Dues
Provides funds for the transit portion of the Mission Meridian Village Parking Garage's Property Owners' Association dues ($32,041).

8120 Building Maintenance
Safety improvements, fencing around stairwells, graffiti removal ($3,000).

8140 Utilities
Electricity ($5,500).

8170 Professional Services
Consultant Fees ($10,000).

8180 Contract Services
Buses for City excursions. Increase in funds due to additional excursions ($35,871). Janitorial services for the Mission Meridian Village Parking Garage by Athens ($9,000). Provide funds for bus stops maintenance costs ($35,000).

8250 Bus Pass Subsidy
Provides a portion of LTR "A" – Local Return Funds to subsidize 50% of the cost of monthly MTA passes for elderly and disabled South Pasadena residents ($10,000).

CAPITAL OUTLAY

8520 Machinery & Equipment
Provides funds for the purchase of a charging station for the Plug-in Electric Vehicles ($26,000) and installation ($31,000) and Generator for Parking Structure ($80,000).

8540 Automotive Equipment
Provides funds for the purchase of a Plug-in Electric Vehicle ($40,000).

PROP "A" – DIAL A RIDE

Budget Detail 205-8025

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	(914)	34,873	90,371	93,542	38,937		92,616
7010	000	Salaries - Temp / Part	116,808	68,262	45,924	150,000	24,505	75,000	90,000
7020	000	Overtime	-	-	187	2,000	301	500	2,000
7040	000	Holiday	-	-	117		100		
7055	000	IOD - Non Safety	-	-	179	-	-		
7070	000	Leave Buyback	-		267	300	-		
7100	000	Retirement	4,701	19,432	17,140	23,893	17,364		21,521
7108	000	Deferred Compensation	-	372	-	-	-		-
7110	000	Workers Compensation	5,228	5,044	9,584	4,656	2,223		4,610
7120	000	Disability Insurance	-	-	-	-	3,562		
7130	000	Group Health Insurance	-	4,290	11,086	11,100	6,450		18,000
7140	000	Vision Insurance	-	120	405	480	202		480
7150	000	Dental Insurance	-	450	610	1,800	305		1,800
7160	000	Life Insurance	-	54	199	198	99		198
7170	000	FICA - Medicare	6,340	1,504	2,016	10,780	1,052		7,046
		<WAGES & BENEFITS>	132,163	134,401	178,085	298,749	95,102	75,500	238,271
8000	000	Office Supplies	960	2,800	1,998	-	-	-	-
8010	000	Postage	728	371	110	-	-	-	-
8020	000	Special Department Expense	7,184	5,716	4,643	-	-	-	-
8040	000	Advertising	324	849	150	-	-	-	-
8050	000	Printing/Duplicating	2,030	1,841	582	-	-	-	-
8060	000	Dues & Memberships	-	-	625	-	-	-	-
8090	000	Conference & Meeting Expense	-	-	-	-	-	-	-
8100	000	Vehicle Maintenance	20,788	33,138	23,670	-	637	-	-
8105	000	Fuel	4,360	3,436	2,198	-	457	-	-
8132	000	Uniform Expense/Cleaning	64	1,269	750	-	-	-	-
8150	000	Telephone	-	-	-	-	-	-	-
8180	000	Contract Services	28,950	26,634	7,030	-	114	-	-
8200	000	Training Expense	2,054	2,361	1,004	-	-	-	-
8300	000	Lease Payment	1,299	855	366	-	49	-	-
8301	000	Copier Usage Charges	-	-	-	-	-	-	-
		<OPERATIONS & MAINTENANCE>	68,741	79,270	43,126	-	1,258	-	-
8530	000	Computer Equipment	-	28,194	35,034	-	-	-	-
8540	000	Automotive Equipment	59,100	88,763	-	-	-	-	40,000
		<CAPITAL OUTLAY>	59,100	116,957	35,034	-	-	-	40,000
[205-8025] Dial-A-Ride Total			260,004	330,628	256,245	298,749	96,359	75,500	278,271

PROP "A" – DIAL A RIDE

Budget Detail **205-8025**

PERSONNEL SERVICES

7000 Full Time Salaries
Provide funds for two (2) full time Transit Drivers.

7010 Regular Salaries
Provides funds for four (4) part time Transit Drivers and Program Specialist ($90,000).

7020 Overtime
Provides overtime pay for after-hours relating to transit ($2,000).

PROP "C" – LOCAL TRANSIT ADMINISTRATION

Budget Detail 207-2260

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	3,621	4,398	5,147	5,092	1,826		4,290
7010	000	Salaries - Temp / Part	244	-	-	-	-		
7020	000	Overtime	-	1	-	-	-		
7070	000	Leave Buyback	-	-	18	-	-		
7100	000	Retirement	813	738	951	1,006	682		1,106
7108	000	Deferred Compensation	49	40	40	43	6		42
7110	000	Workers Compensation	253	229	185	80	29		67
7130	000	Group Health Insurance	215	255	248	293	92		257
7131	000	Retiree Health Insurance	2,576	8,124	-	-	-		
7140	000	Vision Insurance	4	6	8	9	4		7
7150	000	Dental Insurance	17	19	19	36	7		27
7160	000	Life Insurance	5	3	3	3	1		2
7170	000	FICA - Medicare	76	64	75	73	27		62
		<WAGES & BENEFITS>	7,873	13,877	6,694	6,635	2,673	-	5,860
8020	000	Misc. Supplies - Parking	-	981	124	-	-	-	-
8060	000	Dues & Memberships	3,000	3,000	-	3,000	-	-	-
8061	000	HOA Dues	18,700	20,089	-	20,762	-	-	-
8180	000	Contract Services	5,587	8,546	-	-	-	-	-
		<OPERATIONS & MAINTENANCE>	27,287	32,616	124	23,762	-	-	-
8540	000	Automotive Equipment	-	33,985		-	-		
		<CAPITAL OUTLAYS>	-	33,985		-	-	-	-
[207-2260] Prop "C" Administration Total			35,160	80,478	6,818	30,397	2,673	-	5,860

PROP "C" – LOCAL TRANSIT ADMINISTRATION

Budget Detail **207-2260**

PERSONNEL SERVICES

7000 Salaries – Regular Employees

Provides the partial compensation for the Management Analyst and Community Services Director. Refer to the Appendix for a detailed allocation list.

PROP "C" – DIAL A RIDE

Budget Detail 207-8025

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	96,934	152,368	118,439	122,688	59,476		128,400
7010	000	Salaries - Temp / Part	2,713	181	-	-	-		
7020	000	Overtime	777	3,216	3,756	3,000	668		3,000
7040	000	Holiday	105	97	-	-	74		
7055	000	IOD - Non Safety	-	-	-	-	-		
7070	000	Leave Buyback	1,515	583	-	-	205		
7100	000	Retirement	10,723	22,964	19,052	8,475	9,276		9,329
7110	000	Workers Compensation	7,573	8,007	3,777	6,107	987		6,391
7120	000	Disability Insurance	32,515	-	-	-	-		
7130	000	Group Health Insurance	20,537	22,024	12,165	11,100	5,538		11,100
7140	000	Vision Insurance	638	709	405	480	202		480
7150	000	Dental Insurance	1,587	966	1,220	1,800	610		1,800
7160	000	Life Insurance	234	189	190	198	99		198
7170	000	FICA - Medicare	1,928	2,375	1,776	1,822	930		1,905
		<WAGES & BENEFITS>	177,779	213,679	160,780	155,670	78,064	-	162,603
8000	000	Office Supplies	-	-	-	2,000	409	900	2,000
8010	000	Postage	-	-	-	650	-	350	650
8020	000	Special Department Expense	-	-	-	7,000	1,514	2,500	7,000
8040	000	Advertising	-	-	-	500	120	120	500
8050	000	Printing/Duplicating	-	-	-	2,000	436	500	2,000
8060	000	Dues & Memberships	-	-	-	700	-	650	700
8090	000	Conference & Meeting Expense	-	-	-	1,000	-	300	1,000
8100	000	Vehicle Maintenance	-	-	-	36,000	6,521	25,000	36,000
8105	000	Fuel	-	-	-	3,000	195	1,500	3,000
8132	000	Uniform Expense/Cleaning	-	-	-	2,000	-	900	2,000
8140	000	Utilities	-	-	-	-	-		3,000
8180	000	Contract Services	-	-	-	16,575	8,824	15,000	16,275
8200	000	Training Expense	-	-	-	1,800	621	900	1,800
8300	000	Lease Payment	-	-	-	1,898	64	1,700	1,898
8301	000	Copier Usage Charges	-	-	-	-	-		
		<OPERATIONS & MAINTENANCE>	-	-	-	75,123	18,705	50,320	77,823
8520	000	Machinery & Equipment	-	-	-	-	-		57,000
8530	000	Computer Equipment	-	-	-	-	-		
8540	000	Automotive Equipment	-	-	-	-	-	-	40,000
		<CAPITAL OUTLAY>	-	-	-	-	-	-	97,000
[207-8025] Dial-A-Ride Total			177,779	213,679	160,780	230,793	96,769	50,320	337,426

PROP "C" – DIAL A RIDE

Budget Detail **207-8025**

PERSONNEL SERVICES

7000 Full time Salaries
Provides funds for Management Analyst and Management Assistant.

7020 Overtime
Provides overtime pay for after-hours relating to transit ($3,000).

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for the purchase of office stationery, forms, and miscellaneous supplies ($2,000).

8010 Postage
Provides funds for postal expenses for Dial-a-Ride related services. Increase due to promotional mailers ($650).

8020 Special Department Expense
Provides funds for minor equipment for vans ($5,300), and DMV physicals- for drivers, and random drug testing ($1,500) fire extinguisher maintenance ($200).

8040 Advertising
Provides funds for advertising staff recruitments for the Community Transit Program and promotional advertisements for Dial-a-Ride ($500).

8050 Printing & Duplication
Provides funds for printing promotional materials to promote Dial-a-Ride service and Dial-a-Ride brochures. Increase due to additional promotional materials ($2,000).

8060 Dues & Memberships
Provides funds for the purchase of three memberships to The Community Transportation Association of America (CTAA) ($700).

8090 Conference & Meeting Expenses
Provides funds for The Federal Transit Administration Annual Drug & Alcohol Program National Conference ($1,000).

8100 Vehicle Maintenance
Provides funds for repair and maintenance of one 2016 E450 (CNG), one 2016 E450 (electric), one 2016 F250 CNG utility vehicle, and three 2012 MV-1 vans ($27,000), CNG Station repairs and monthly maintenance ($5,000) and van and vehicle cleaning ($4,000).

8105 Fuel
Fuel to operate Community Transit vehicles 5 CNG vehicles ($3,000).

8132 Uniform Maintenance
Provides for the purchase and replacement of uniforms and jackets ($2,000).

8140 Utilities
Provides funds for electricity required to charge Plug-in Electric Vehicle (E450 passenger bus) ($3,000).

8180 Contract Services
Annual Maintenance for data management system ($11,105) Technical support from ACORN ($3,000) Sportsman subscription ($1,170) Verizon WiFi JetPack data plan ($1,000).

8200 Employee Training
Provides funds for training seminars, materials, and job-related training sessions ($1,800).

8300 Lease Payment
Provides funds for postage machine lease ($648) and Copier ($1,250).

CDBG Senior Nutrition Program

Budget Detail 260-8023

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8180	000	Contract Services	39,314	37,339	47,486	39,000	32,953	39,000	39,000
		<OPERATIONS & MAINTENANCE>	39,314	37,339	47,486	39,000	32,953	39,000	39,000
[260-8023] CDBG Senior Nutrition Prog Total			39,314	37,339	47,486	39,000	32,953	39,000	39,000

CDBG Senior Nutrition Program

Budget Detail **260-8023**

OPERATIONS & MAINTENANCE

8180 Contract Services
Provides about 15% of the funds for contract catering of hot lunch/nutrition program. This number varies year-to-year dependent on the actual Block Grant allocation, and number of meals served ($39,000).

Park Maintenance

Budget Detail 275-6410

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
8170	000	Professional Services	67,178	45,478	66,007	-	-		
		<OPERATIONS & MAINTENANCE>	67,178	45,478	66,007	-	-	-	-
8500	000	Building & Improvements	-	-	6,109	-	-		
8520	000	Machinery & Equipment	-	-	-	-	-		
		<CAPITAL OUTLAY>	-	-	6,109	-	-	-	-
9190	000	Dog Park	-	6,005	125,060	-	-	-	-
		<CAPITAL PROJECTS>	-	6,005	125,060	-	-	-	-
[275-6410] Park Maintenance Total			67,178	51,483	197,176	-	-	-	-
275 - PARK IMPACT FEES TOTAL			67,178	51,483	197,176	-	-	-	-

Arroyo Seco Golf Course – Administration

Budget Detail 295-8041

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	46,000	-	-	-	-		
7110	000	Workers Compensation	4,040	-	-	-	-		
7130	000	Group Health Insurance	-	-	-	-	-		
7170	000	FICA - Medicare	12,494	-	-	-	-		
		<WAGES & BENEFITS>	62,534	-	-	-	-	-	-
8000	000	Office Supplies	2,019	5,132	3,268	3,800	263	3,000	3,800
8010	000	Postage	-	28	33	-	-		
8020	000	Special Department Expense	40,373	46,681	43,850	39,777	15,122	37,500	46,013
8040	000	Advertising	700	135	1,854	1,200	1,082	2,500	3,420
8120	000	Building Maintenance	14,683	10,323	4,690	18,504	1,614	15,000	18,504
8140	000	Utilities	9,769	8,032	9,856	10,950	2,566	10,950	10,950
8150	000	Telephone	8,274	9,857	9,752	9,900	3,442	9,000	9,900
8160	000	Legal Service	-	-	550	-	-		
8170	000	Professional Services	96,000	103,878	102,500	101,996	35,833	101,996	101,996
8180	000	Contract Services	4,000	114,053	119,761	125,135	45,214	110,000	126,640
8191	000	Liability & Surety Bonds	4,273	3,537	7,352	10,800	11,058	25,000	30,120
8229	000	Taxes	552	505	861	925	750	925	925
8300	000	Lease Payment	5,074	5,206	4,917	5,280	1,786	4,950	5,280
		<OPERATIONS & MAINTENANCE>	185,717	307,367	309,244	328,267	118,731	320,821	357,548
[295-8041] General Administration Total			248,251	307,367	309,244	328,267	118,731	320,821	357,548

Administration

Budget Detail **295-8041**

OPERATIONS & MAINTENANCE

8000 Office Supplies
Provides funds for the purchase of office paper, computer supplies, meeting supplies, and miscellaneous supplies ($3,800).

8020 Special Department Expense
Credit card and bank fees & charges ($27,786), computer services ($14,412), membership dues ($565) and licensing fee ($750), donations ($2,500).

8040 Advertising
Promotions and ads for Golf Course ($3,420).

8120 Building Maintenance
Maintenance ($12,000) and Janitorial Supplies ($6,000) Burglar alarm ($504).

8140 Utilities
Funds for Water ($3,150), Gas and Electricity ($7,800).

8150 Telephone
Telephone and Internet services ($9,900).

8170 Professional Services
Administrative fee ($98,000 a year) and consultant fees ($3,996 a year).

8180 Contract Services
Compensation for Manager and Starter ($126,640).

8191 Liabilities and Surety Bonds
Liability Insurances ($30,120).

8229 Taxes
Property taxes ($925).

8300 Lease Payment
Equipment and Lease payments ($5,280).

Arroyo Seco Golf Course – Course Maintenance

Budget Detail 295-8042

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	207,978	-	-	-	-		
7110	000	Workers Compensation	9,651	-	-	-	-		
7170	000	FICA - Medicare	19,215	-	-	-	-		
		<WAGES & BENEFITS>	236,844	-	-	-	-	-	-
8020	000	Special Department Expense	29,765	23,423	21,762	6,300	5,730	6,300	6,300
8100	000	Vehicle Maintenance	10,982	10,316	8,293	15,600	1,861	10,250	15,600
8120	000	Building Maintenance	24,736	29,852	38,300	41,100	3,068	39,580	41,900
8130	000	Small Tools	450	35	5,634	2,400	-	85	2,400
8132	000	Uniform Expense/Cleaning	4,469	5,459	5,619	6,000	2,049	5,000	6,000
8140	000	Utilities	62,878	53,240	56,159	60,900	22,510	59,600	59,900
8150	000	Telephone	1,459	2,068	1,198	1,200	379	1,200	1,200
8180	000	Contract Services	-	245,465	246,466	255,082	86,336	210,258	282,083
		<OPERATIONS & MAINTENANCE>	134,739	369,858	383,431	388,582	121,932	332,273	415,383
8520	000	Machinery & Equipment	-	-	-	-	-		
		<CAPITAL OUTLAY>	-	-	-	-	-	-	-
[295-8042] Golf Course Maintenance Total			371,583	369,858	383,431	388,582	121,932	332,273	415,383

Course Maintenance

Budget Detail **295-8042**

OPERATIONS & MAINTENANCE

8020 Special Department Expense
Supplies ($4,800), and license and permits ($1,500).

8100 Vehicle Maintenance
Repairs to vehicles and carts ($4,800), oil and gas ($10,800).

8120 Building Maintenance
Maintenance ($15,700), fertilizer seed and chemicals ($17,000), sand, gravel and top soil ($6,800) and course irrigation repairs ($2,400).

8130 Small Tools
Purchase for tools for repairs ($2,400).

8132 Uniform Maintenance
Uniform cleaning ($6,000).

8140 Utilities
Funds for electricity ($54,900) and water ($5,000).

8150 Telephone
Funds for telephone ($1,200).

8180 Contract Services
Compensation for maintenance staff ($282,083).

Arroyo Seco Golf Course – Driving Range

Budget Detail 295-8043

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	38,636	-	-	-	-		
7110	000	Workers Compensation	1,571	-	-	-	-		
7170	000	FICA - Medicare	4,696	-	-	-	-		
		<WAGES & BENEFITS>	44,903	-	-	-	-	-	-
8020	000	Special Department Expense	13,509	7,204	6,448	14,400	3,976	12,000	14,400
8120	000	Building Maintenance	8,796	217	9,841	6,000	21	2,565	6,000
8180	000	Contract Services	-	42,738	40,899	38,150	13,017	23,560	15,614
		<OPERATIONS & MAINTENANCE>	22,305	50,159	57,188	58,550	17,013	38,125	36,014
[295-8043] Range Total			67,208	50,159	57,188	58,550	17,013	38,125	36,014

Driving Range

Budget Detail **295-8043**

OPERATIONS & MAINTENANCE

8020 Special Department Expense
Range balls and mats ($13,200) and supplies ($1,200).

8120 Building Maintenance
Maintenance of range, netting, and irrigation ($6,000).

8180 Contract Services
Compensation for maintenance staff and starter ($15,614).

Arroyo Seco Golf Course – Golf Shop

Budget Detail 295-8044

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	83,700	-	-	-	-		
7110	000	Workers Compensation	3,591	-	-	-	-		
7170	000	FICA - Medicare	8,572	-	-	-	-		
		<WAGES & BENEFITS>	95,863	-	-	-	-	-	-
8020	000	Special Department Expense	5,138	1,383	2,141	6,000	2,447	5,500	6,000
8120	000	Building Maintenance	-	-	-	-	-		
8180	000	Contract Services	-	77,135	87,124	95,947	29,817	89,500	106,707
		<OPERATIONS & MAINTENANCE>	5,138	78,518	89,265	101,947	32,264	95,000	112,707
[295-8044] Golf Shop Total			101,001	78,518	89,265	101,947	32,264	95,000	112,707

Golf Shop

Budget Detail **295-8044**

OPERATIONS & MAINTENANCE

8020 Special Department Expense
Clothing, gloves, and other supplies ($6,000).

8180 Contract Services
Compensation for Starter ($106,707).

Arroyo Seco Golf Course – Food and Beverage

Budget Detail 295-8045

Acct	Tsk	Account Title	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Estimated 2017/18	Proposed 2018/19
7000	000	Salaries - Permanent	94,901	-	-	-	-		
7110	000	Workers Compensation	3,591	-	-	-	-		
7170	000	FICA - Medicare	10,969	-	-	-	-		
		<WAGES & BENEFITS>	109,461	-	-	-	-	-	-
8020	000	Special Department Expense	13,313	15,985	24,006	25,092	7,036	21,899	25,745
8120	000	Building Maintenance	7,838	4,479	4,660	6,000	2,993	4,000	6,000
8130	000	Small Tools	106	362	398	2,100	133	625	2,100
8132	000	Uniform Expense/Cleaning	-	1,997	-	-	-		
8180	000	Contract Services	-	120,099	125,730	134,957	43,538	127,589	132,880
		<OPERATIONS & MAINTENANCE>	21,257	142,922	154,794	168,149	53,700	154,113	166,725
[295-8045] Food Service Total			130,718	142,922	154,794	168,149	53,700	154,113	166,725

Food and Beverage

Budget Detail **295-8045**

OPERATIONS & MAINTENANCE

8020 Special Department Expense
Supplies such as china, silverware, glassware ($600), paper products ($2,115), linens ($4,745), rental equipment for events ($1,800), license and permits ($1,625), and supplies ($7,660) and Music and Entertainment ($7,200).

8120 Building Maintenance
Maintenance ($6,000).

8130 Small Tools
Purchase of tools for repairs ($2,100).

8180 Contract Services
Compensation for restaurant staff ($132,880).

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City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Rafael O. Casillas, P.E., Acting Public Works Director ROC
Kristine Courdy, P.E., Acting Deputy Public Works Director
Anteneh Tesfaye, Water Operations Manager

SUBJECT: **Update on Compliance with State 1,2,3-TCP Water Regulations, Including Allocation of Funds for Water Purchase from MWD, and Review of Interim Water Discoloration Measures**

Recommendation

It is recommended that the City Council:

1. Review interim solutions, as described below, to resolve water discoloration and odor resulting from State mandated 1,2,3-TCP mitigation measures;
2. Allocate $1,324,000 in Water Fund Reserve monies in Fiscal Year 2018-19 for the purchase of Metropolitan Water District water to comply with new State mandated 1,2,3 Trichloropropane (1,2,3-TCP) regulations;
3. Direct staff to pursue support from State legislators to:
    a. Assist with funding for mitigation of unfunded mandates regarding 1,2,3-TCP in local water supplies, and
    b. Prevent unfunded mandates from being enacted in the future without sufficient funding for implementation.

Executive Summary

On July 18, 2017, the California State Water Resources Control Board (SWRCB) adopted Resolution 2017-0042 establishing a new regulation for 1,2,3-TCP Maximum Contamination Level (MCL) which took effect on December 14, 2017. All public water systems purveyors had to demonstrate compliance with this new standard by the end of the first quarter of 2018, a period of three months. Compliance may take the form of a wellhead treatment system or a blending plan that introduces additional water sources to dilute the levels of 1,2,3-TCP.

Tests for TCP MCL levels in City of South Pasadena water exceeded the new standards during the first quarter so the City was required to implement mitigation measures to reach compliance by March 30, 2018. A wellhead treatment system has been under design since November in anticipation of this requirement. However, until the design and construction of the system is

AGENDA ITEM 25

complete, an interim solution is required to keep the City's water system in compliance. Under the new regulations, water source blending is the only allowable interim option. As such, Staff obtained approval for the City to blend water pumped from City wells with Metropolitan Water District (MWD) supplied water while the wellhead treatment system is being procured and installed. MWD is the City's approved backup water source under a Division of Drinking Water (DDW) permit.

The implementation of the approved blending began in March 2018. Since that time, the City has received complaints from limited areas regarding water discoloration. Because the City and MWD each use different disinfection chemicals (chlorine vs. chloramine), the blending of water has created a chemical reaction with galvanized pipes, resulting in discolored water or a rusty appearance. This has occurred in limited areas of the City where the water supplies are on dead end streets and on older properties where the use of galvanized pipes is present. Based on complaints and inspections, it appears to effect less than 1% of the City's water customers.

Staff is proactively conducting water testing on all the areas where the water discoloration has occurred and test results have shown the water meets all DDW standards and is safe to drink. Regardless, the City is doing everything possible to resolve the issues and respond to customer concerns with personal service. Actions being taken to resolve the issues are outlined in the report below.

Community Outreach

Staff noted an increase in water quality complaints regarding water discoloration beginning in mid- March 2018. Out of the 6,200 service connections, Public Works has received the following water quality complaints:

March 2018	9 calls
April 2018	34 calls (8 were from the same service point)
May 2018	12 calls (5 were from the same service point)

In response to these complaints, Water Division staff has met with residents at their homes (and tested water), hand delivered information letters, posted information on the City's webpage and Facebook page, and provided information to the press. In addition, an update was provided during the May 2, 2018 televised City Council meeting.

All water quality complaints received by the Public Works Department are logged and shared with the SWRCB Division of Drinking Water Sanitation Engineer.

Discussion/Analysis

The City operates a water utility under a permit from the SWRCB DDW and is required to comply with all Federal and State of California (State) water quality requirements.

California 1,2,3-TCP Regulation

On July 18, 2017, the SWRCB modified the drinking water standards by adding 1,2,3-TCP as one of the water quality components to be tested and established a new standard MCL of five ppt as an allowable concentration of contaminate in drinking water provided by a public water

system. 1,2,3-TCP is now recognized by the State of California as a carcinogen with exposure over a lifetime (70 years) (see Attachment 1: SWRCB 1,2,3-TCP Fact Sheet).

1, 2, 3-TCP is a man-made chemical which has been used as a cleaning solvent and has been found in many drinking water sources throughout the State. The City has previously reported the 1,2,3-TCP level in the City's Water Quality Report as an unregulated constituent. There is no federal MCL standard for 1,2,3-TCP and the only other state that has established an MCL is Hawaii at 600 ppt. The SWRCB has also established Granular Activated Carbon (GAC) as the approved best available technology for 1,2,3-TCP treatment.

The adopted SWRCB 1,2,3-TCP regulation took effect on December 14, 2017 and public water systems that provide water to the public were required to demonstrate compliance by the end of the first quarter of 2018. Compliance may take the form of a wellhead treatment system or a blending plan that introduces additional water sources to dilute the levels of 1,2,3-TCP to required levels.

The State typically provides 12-24 months for compliance with new water regulations however, in this case, the State allowed only three months to achieve compliance. Prior to enactment, the City met with the SWRCB to ask for assistance with the technical and financial hardships that agencies will face when meeting the new regulations. In addition to the technical challenges of blending water sources, the City of South Pasadena will spend $2.3 million to construct a CAG treatment system and approximately $1.3 million in MWD water purchases while the CAG system is being built. No assistance has been forthcoming to date.

Interim Compliance: Blending Plan

The City's groundwater sources Wilson Well #3 and Wilson Well #4, located in the City of San Gabriel, that supply over 95% of the City's drinking water have 1,2,3-TCP concentration of 19 ppt and 40 ppt respectively, exceeding the recently approved MCL limit of 5 ppt.

A wellhead treatment system has been under design since November in anticipation of this requirement. However, until the design and construction of the system is complete, an interim solution is required to keep the City's water system in compliance. Under the new regulations, water source blending is the only allowable interim option. As such, Staff obtained approval for the City to blend water pumped from City wells with Metropolitan Water District (MWD) supplied water while the wellhead treatment system is being procured and installed. MWD is the City's approved backup water source under a Division of Drinking Water (DDW) permit.

Since mid-March, staff has received an increase in water quality complaints. The reports of cloudy and discolored water are a result of the introduction of disinfected MWD surface water into the City's water distribution system. Surface water and ground water have different chemical characteristics and disinfection treatment methods. Surface water is treated with Chloramine (mixture of Ammonia and Chlorine) while ground water is treated with Chlorine. Both surface water and groundwater supplies are approved water sources that meet or exceed State and Federal drinking water standards. However, the different chemical disinfectant

treatment of water supply from the different sources (e.g., chlorine vs. chloramine) and the chemical reaction with the City's water mains and residential pipes, can result in changes, including cloudiness, discoloration, or odor.

The yellow or brown discoloration is associated with the chemical reaction of MWD water with iron in the pipes. If water is left unused in pipes it will start to yellow and if left unused for a long period of time it may turn brown as more reaction with iron in the pipes. The City tests for iron as a secondary standard under Federal regulations and performs flushing and field testing to ensure the iron levels are below the Federal MCL.

Some areas of the City are more impacted than others because of low flow, dead end pipes, and the type of pipe materials being used to convey the water. The Water Division has increased the water flushing program on impacted areas to help mitigate these conditions. Although flushing is being done regularly, if there is low flow in an area, the discolored water may continue.

Mitigation for Water Discoloration
The water discoloration is a significant concern and the City is working diligently to find solutions. Staff has tested samples required by the DDW and the results have been in compliance with all Federal and State standards. In addition, supplemental samples were tested for lead and copper at six State approved water sampling sites and all test results were well below the Federal MCL for lead and copper.

A number of other water purveyors in Southern California have struggled with the same issue and Staff reached out to several that have surface water in their systems. Below are examples of solutions that these agencies utilize to manage the blend of ground and surface water:

- City of Pasadena: Implements Nitrification Monitoring and Action Plan, which includes monitoring and flushing.
- City of Alhambra: Utilizes corrosion control by adding Zinc Orthophosphate at entry point to their MWD connection.
- City of Sierra Madre: Implements Nitrification Monitoring and Action Plan, which includes monitoring and flushing.
- Crescenta Valley Water District: Utilizes breakpoint chlorination at entry point to their MWD connection.

In addition to reviewing the strategies of other cities, Staff is consulting with water quality specialists and other experts in the field to identify additional potential solutions. The City is currently performing the following actions to address water discoloration:

1) Flushing the system as needed to ensure water is well circulated in the system, especially in the problem areas with low circulation.
2) Field testing chlorine residuals utilizing Nitrification Monitoring and Action Plans from Sierra Madre and Pasadena as a guide;
3) Adding fire hydrants where the water system has low-flow or dead ends to increase

flushing;

4) Replacing City galvanized service laterals with copper pipes;
5) Evaluated breakpoint chlorination at MWD connection point, however this is not a viable option due to the water system design.
6) Conducted additional samples to test for lead and copper at six State approved water sampling sites and all test results were well below the Federal MCL for lead and copper.

Further, Staff is working to:

7) Determine if corrosion control is a viable mitigation solution; test results should be available in one week. If viable, staff will solicit a proposal for the cost to implement the corrosion control;
8) Run the City's water hydraulic model to identify low flow and low-density areas; it will take two weeks to run the model and get the results; and,
9) Secure an expert to prepare a customized South Pasadena Nitrification Monitoring and Action Plan. The hydraulic model results are required before this Plan can be prepared;
10) Determine if it's feasible to rent a wellhead treatment system while the final system is being procured. The rental equipment may not meet the capacity of the well production, therefore supplemental MWD water maybe still be required if rental equipment is used. It will take two weeks to get the proposal, determine if there will be sufficient capacity of the rental system, and evaluate if the effectiveness of this alternative.

All treatment options will need to be reviewed and approved by the DDW before implemented.

Permanent Compliance: Wellhead Treatment System

The permanent solution to comply with the new 1,2,3-TCP regulation is installing a GAC wellhead treatment system at the Wilson Reservoir. This is a specialized treatment system that has a long lead time as it needs to be designed and special ordered for each agency to meet the water treatment requirements.

On November 1, 2017, the City Council approved a contract with Stantec Consulting Services (Stantec) to complete the design of the wellhead treatment system. To expedite the project, the City also began contacting GAC system providers directly. Due to State requirements, there are only two manufacturers qualified to supply the GAC wellhead treatment systems within the United States. Working directly with the manufactures will help expedite the construction. Below is the estimated timeline for the proposed design-build contract:

- May 17, 2018: Proposals Due
- May 2018: Proposal Evaluations, Contract Award & Staff Report Preparation
- June 2018: Estimated City Council Award
- July 2018: Product Design
- August 2018 to December 2018 (18 weeks): Product Lead Time
- December 2018: Construction & Installation

- January 2019: Product Testing & Commissioning

Staff has requested that the Consultants include a cost to expedite design, delivery and construction. These additional costs will be presented for consideration with City Council approval of the contract.

Background
The City owns and operates a water utility supplying potable water to over 25,000 residents. The City operates under a permit from the SWRCB DDW and is required to comply with all Federal and State water quality requirements. The City has pumping rights in the Main San Gabriel Basin (Basin) and water supply is obtained from four City-owned ground water wells; three wells at the Wilson Reservoir site in the City of San Gabriel and one well at the Graves Reservoir site in the City of San Marino. The City's system has an overall water storage capacity of 13.2 million gallons in five reservoirs and two tanks. Water is delivered through approximately 6,200 water meters that are connected by approximately 70 miles of water pipe located throughout the City.

Legal Review
The City Attorney has reviewed this item.

Fiscal Impact
The interim solution of blending MWD water with the City's well water will have impacts on the Water Production Operating Budget. There will be an increase in the Fiscal Year (FY) 2017-18 Water Purchase – Resales Account Number 500-6711-8321 for purchasing additional MWD water. This cost increase will be offset by the cost reduction in Pumping Power Account Number 500-6711-8152 and Watermaster Charges Account Number 500-6711-8233. Therefore, it is not anticipated that the FY 2017-18 expenditures for the blending plan will exceed the City Council approved budget.

However, it is anticipated that blending will be required until January 2019, which is seven months of the FY 2018-19. Due to the anticipated increase in summer water consumption and number of months that pumping will be required; supplemental funding is requested in the Water Production Budget for FY 2018-19. Below is a summary of the supplemental costs:

Description	**Amount**
Supplemental MWD Water Purchase	$2,200,000
Departmental Savings (Pumping Power, Watermaster Charges, and Miscellaneous Expenses)	($876,000)
NET INCREASE	**$1,324,000**

The projected year end Water Fund balance for June 30, 2018 is $5,598,000. Staff is having Raftelis Financial Consultants, Inc., the Consultant who performed the Water Rate Study for 2018 to 2022, perform an analysis of the impact of all these changes on the adopted rates and the City's Water Fund.

The Water Rate Study adopted by the City Council on November 1, 2017 included $1.5 Million budget for the Wilson Wellhead Treatment System as a Capital Project. After meeting with the GAC manufactures the updated project cost estimate is $2.3 Million. The draft City Capital Improvement Plan (CIP) presented at the May 2, 2018 City Council Meeting included Wilson Wellhead Treatment as a FY 2018-19 CIP Project. Below are the funding sources identified in the CIP:

Funding Source	**Amount**
Water Fund	$1,190,000
Water Quality Authority	$540,000
Water Impact Fee	$570,000
TOTAL	**$2,300,000**

Based on the funding allocated in the Rate Study and the supplemental funding from Water Quality Authority and the Water Impact Fee, the Wilson Wellhead Treatment Project is fully funded in the FY 2018-19 CIP.

Environmental Analysis
Provisions for a future treatment system were included in the Wilson Reservoir Replacement Project. The California Environmental Quality Act (CEQA) Notice of Determination, initial study and mitigated negative declaration for Wilson Reservoir Replacement filed with the Los Angeles County Clerk on June 7, 2012.

Public Notification of Agenda Item
The public was made aware that this item was to be considered this evening by 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: SWRCB 1,2,3-TCP Fact Sheet

Water Boards

Fact Sheet

Frequently Asked Questions: 1,2,3-Trichloropropane (TCP) in Drinking Water

What is 1,2,3-TCP and Where Does it Come From?

1,2,3- TCP is a manmade chemical found at industrial or hazardous waste sites. It has been used as a cleaning and degreasing solvent and also is associated with pesticide products. It is a chlorinated hydrocarbon with high chemical stability.

Why is There a Public Health Concern?

1,2,3-TCP is recognized in California as a carcinogen. It has been found in numerous drinking water sources in the state. In August 2009, a public health goal (PHG) for 1,2,3-TCP was developed by the Office of Environmental Health Hazard Assessment (OEHHA) for use by the State Water Board to establish an MCL. This PHG represents the level of 1,2,3-TCP in drinking water that does not pose a significant risk to health over a lifetime of exposure (70 years).The PHG for 1,2,3-TCP is 0.0007 µg/L, or 0.7 parts per trillion (ppt).

Public health goals are established solely on the basis of health-effects data and do not consider technical or economic feasibility. Therefore, they can sometimes be set at levels lower than can be detected by current laboratory methods, or be removed from drinking water with currently available treatment technologies. PHGs are not regulatory requirements.

A drinking water standard, or Maximum Contaminant Level (MCL), establishes a limit on the allowable concentration of a contaminant in drinking water that is provided by a public water system. For 1,2,3-TCP, California has not yet adopted an MCL.

How do I find out whether there is 1,2,3-TCP in my water?

If your water is provided by a public water system, you should contact the water system to see if they have any test results. You may also contact the State Water Board's District office for your county to determine if there is already monitoring data for your water supply.

If you are on a private well, you would need to arrange for testing of your own water supply.

How is 1,2,3-TCP Monitored and Regulated in Drinking Water Without an MCL?

Public water systems are generally not required to monitor for chemicals that are not regulated. In an effort to obtain data on the presence of 1,2,3-TCP in drinking water sources statewide, a regulation was adopted in 2001 that required some public water systems to

monitor for 1,2,3-TCP. The monitoring took place between 2001 and 2003. In 2012, the United States Environmental Protection Agency revised the federal Unregulated Contaminant Monitoring Rule to establish a new set of unregulated contaminants that must be monitored. This required all public water systems serving more than 10,000 people, and representative public water systems serving smaller populations, to monitor for the new set of contaminants, including 1,2,3-TCP. Monitoring was required to be completed by December 2015. Some water systems have also performed monitoring for 1,2,3-TCP voluntarily. Using the monitoring results from 2001 to 2015, 1,2,3-TCP has been detected in 471 sources in California, at concentrations between 0.005 µg/L (5 ppt) and 10 µg/L (10 ppb).

In 1999 a drinking water notification level for 1,2,3-TCP was set at 0.005 µg/L. This notification level is based on cancer risks derived from laboratory animal studies. When a public water system sampling for 1,2,3-TCP has a finding above the notification level, the water system has some notification requirements. If 1,2,3-TCP is detected at 100 times greater than the notification level, the State Water Board recommendation is that the source be taken out of service.

What are the specific health impacts from being exposed to 1,2,3-TCP?

If you drink water over a lifetime that contains 1,2,3-TCP at concentrations higher than the PHG, there is an increased lifetime risk of developing cancer. The increased risk depends on the 1,2,3-TCP concentration in the water. For water with a 1,2,3-TCP concentration of 5 ppt, the increased lifetime cancer risk is less than one cancer case per 100,000 people. For water with a 1,2,3-TCP concentration of 70 ppt, the increased lifetime cancer risk is about one in 10,000 people.

If you are exposed to more concentrated forms of 1,2,3-TCP (such as working around 1,2,3-TCP or being exposed to heavy fumes), there is a risk of short-term health impacts such as:

- Irritation of the skin, nose, eyes and throat
- Drowsiness
- Headache
- Impacts on concentration, memory and muscle coordination

What is a State Maximum Contaminant Level (MCL)?

Currently, there is no federal MCL for 1,2,3-TCP. In the absence of a federal standard California may establish its own drinking water standards. State MCLs are health protective drinking water standards for public water systems. MCLs must be set in accordance with Health & Safety Code §116365(a), which requires the State Water Board to establish the MCL at a level as close to its PHG as is technologically and economically feasible, placing primary emphasis on the protection of public health.

How Are MCL levels Established?

The development of an MCL regulation requires rigorous investigation into technical and economic feasibility. The MCL adoption process also requires full compliance with the California Administrative Procedures Act (APA), which provides an opportunity for public input.

How are Public Water Systems Going to Remove 1,2,3-TCP from Drinking Water?

The best available technology to adequately remove 1,2,3-TCP from drinking water is likely to be granulated active carbon (GAC). Granulated active carbon is not a new treatment technology, but rather an effective and tested technology that has been used for decades. Some water systems already have GAC treatment in place, while other public water systems may require construction of new treatment systems to comply with a new MCL for 1,2,3-TCP.

Is Establishing an MCL for 1-2-3 TCP a Priority for the State Water Board Right Now?

The development of a 1,2,3-TCP MCL is, and has been, a high priority for the State Water Board and the Division of Drinking Water. The State Water Board is committed to the protection of public health through the open and transparent adoption of drinking water regulations. The State Water Board anticipates that a proposed 1,2,3-TCP MCL will be presented to the public for comments in late 2016.

How can I find out when it is time to review and comment on the proposed MCL for 1,2,3-TCP?

The Division of Drinking Water uses subscription email lists to notify interested parties of upcoming activities related to the development of new drinking water-related regulations. You may subscribe to a list to receive information about upcoming drinking water regulations by following these steps:

- Go to the E-mail Subscription Mailing Lists webpage and select "State Water Resources Control Board."
- Fill in the contact information with your email address and full name.
- Select the category "Drinking Water" and then select the first box "Drinking Water Program Announcements." You may select other categories as well.
- Click "subscribe."

Public workshops and Board meeting agendas are also posted on the State Water Board webpage.

(This fact sheet was last updated on July 18, 2016)

City of South Pasadena
Agenda Report

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

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

COUNCIL AGENDA: May 16, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Receive and File a Report on the Community Opinion Survey**

Recommendation Action
It is recommended that the City Council receive and file a report on the recent Community Opinion Survey conducted by True North Research.

Summary
The Community Survey provides an understanding of residents' opinions, priorities, and preferences with respect to municipal services for performance measurement, planning, and budgeting purposes. The survey was designed to:

- Identify key issues of importance for residents, as well as their perceptions of the quality of life in South Pasadena.
- Measure residents' overall satisfaction with the City's efforts to provide municipal services, and their satisfaction with a variety of specific services,
- Gauge opinions regarding the Utility Users Tax, potential repeal, and related service impacts.
- Profile resident agreement with six goals to be incorporated into the City's Strategic Plan.
- Identify residents' preferred methods of city-resident communication.

True North Research designed, conducted, and analyzed the survey. The online survey was administered from April 16 through April 30, 2018. The report includes a summary of the most important factual funding in the survey followed by a more detailed analysis of results by topic.

At the May 16, 2018 City Council Meeting, Dr. Timothy McLarney will present the results of the survey in a presentation highlighting some of the findings.

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: Report on Community Opinion Survey

AGENDA ITEM 20

Community Opinion Survey
Summary Report

prepared for the
City of South Pasadena

May 10, 2018

TrueNorth Research
1592 N Coast Highway 101
Encinitas CA 92024
760.632.9900 www.tn-research.com

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INTRODUCTION

Located just six miles from downtown Los Angeles, the City of South Pasadena is known for its charming small-town character, stunning historic homes, unique small businesses, top quality schools, and exceptional quality of life. The City boasts more than 100 acres of parks and playgrounds, and more than 21,000 trees adorn its streets. Incorporated in 1888 and currently home to an estimated 25,993 residents,[1] the City's team of full-time and part-time employees provides a full suite of services to its diverse resident and business communities.

To monitor its progress in meeting residents' needs, the City engages residents on a daily basis and receives periodic *subjective* feedback regarding its performance. Although these informal feedback mechanisms are a valuable source of information for the City in that they provide timely and accurate information about the opinions of specific residents, it is important to recognize that they do not necessarily provide an accurate picture of the community as a whole. For the most part, informal feedback mechanisms rely on the resident to initiate feedback, which creates a self-selection bias. The City receives feedback only from those residents who are motivated enough to initiate the feedback process. Because these residents tend to be those who are either very pleased or very displeased with the service they have received, their collective opinions are not necessarily representative of the City's resident population as a whole.

PURPOSE OF SURVEY The motivation for the current study was to design and employ a methodology that would avoid the self-selection bias noted above and thereby provide the City with a reliable understanding of its residents' satisfaction, priorities, and concerns as they relate to city services, facilities, and strategic goals. Ultimately, the survey results and analyses presented in this report will provide Council and staff with information that can be used to make sound, strategic decisions in a variety of areas including performance management, budgeting, planning, and policymaking. To assist in this effort, the City selected True North Research to design the research plan and conduct the study. Broadly defined, the study was designed to:

- Identify key issues of importance for residents, as well as their perceptions of the quality of life in South Pasadena;
- Measure residents' overall satisfaction with the City's efforts to provide municipal services, and their satisfaction with a variety of specific services;
- Gauge opinions regarding the utility user tax, potential repeal, and related service impacts.
- Profile resident agreement with six goals to be incorporated into the City's Strategic Plan.
- Identify residents' preferred methods of city-resident communication.
- Collect additional background and demographic data that are relevant to understanding residents' perceptions, needs, and interests.

OVERVIEW OF METHODOLOGY For a full discussion of the research methods and techniques used in this study, turn to *Methodology* on page 28. In brief, the online survey was administered to a sample of 593 adults who reside within the City of South Pasadena. The sample of resident emails used for recruiting participation in the survey was compiled using a combination of sources including the voter file, city-maintained files, and privately-sourced databases. A small

1. Source: California Department of Finance estimate for 2017.

percentage of respondents were also recruited in-person at local events in South Pasadena. The survey was hosted at a secure, password-protected website and administered between April 13 and April 29, 2018.

ORGANIZATION OF REPORT This report is designed to meet the needs of readers who prefer a summary of the findings as well as those who are interested in the details of the results. For those who seek an overview of the findings, the section titled *Key Findings* is for you. It provides a summary of the most important factual findings of the survey. For the interested reader, this section is followed by a more detailed question-by-question discussion of the results from the survey by topic area (see *Table of Contents*), as well as a description of the methodology employed for collecting and analyzing the data. And, for the truly ambitious reader, the questionnaire used for the interviews is contained at the back of this report (see *Questionnaire & Toplines* on page 29).

DISCLAIMER The statements and conclusions in this report are those of the authors (Dr. Timothy McLarney and Richard Sarles) at True North Research, Inc. and not necessarily those of the City of South Pasadena. Any errors and omissions are the responsibility of the authors.

ABOUT TRUE NORTH True North is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the values, perceptions, priorities and opinions of their residents and customers. Through designing and implementing scientific surveys, focus groups and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—such as planning, policy evaluation, performance management, establishing fiscal priorities, passing revenue measures, and developing effective public information campaigns.

During their careers, Dr. McLarney (President) and Mr. Sarles (Principal Researcher) have designed and conducted over 1,000 survey research studies for public agencies, including more than 300 studies for California municipalities and special districts.

JUST THE FACTS

The following is an outline of the main factual findings from the survey. For the reader's convenience, we have organized the findings according to the section titles used in the body of this report. Thus, if you would like to learn more about a particular finding, simply turn to the appropriate report section.

QUALITY OF LIFE

- More than nine-in-ten respondents (95%) shared favorable opinions of the quality of life in South Pasadena, with 47% describing it as excellent and 48% as good. Just 4% of residents reported that the quality of life in the City is fair, while less than 1% used poor or very poor to describe the quality of life in South Pasadena.
- When asked what the City government could do to improve the quality of life in South Pasadena, 18% of respondents were either unsure of a change that would make South Pasadena a better place to live or indicated they desired no changes from the City, which together was tied for the most common response overall. Regarding specific suggestions for change, improving infrastructure, streets and sidewalks was the most common response (18%), followed by reducing traffic congestion (11%), providing affordable housing/rent control (7%), and addressing parking issues (6%).

CITY SERVICES

- More than eight-in-ten residents indicated they were either very (31%) or somewhat (51%) satisfied with the City's overall efforts to provide municipal services. Approximately 12% were very or somewhat dissatisfied, whereas the remaining 6% were unsure or did not provide a response.
- Among the 14 specific services tested, respondents were most satisfied with the City's efforts to provide fire protection and emergency medical services (98% very or somewhat satisfied), followed by provide library services (95%), maintain city parks and recreation facilities (94%), provide services to seniors (92%), protect the environment (90%), and provide police services (89%).
- At the other end of the spectrum, fewer residents indicated they were satisfied with the City's efforts to maintain and repair city streets (49%), address homelessness (50%), and manage traffic congestion on city streets (51%).

UTILITY USER TAX

- With just the information provided in the sample ballot language, less than one-in-five residents (18%) were in favor of repealing the City's utility user tax (UUT). More than two-thirds (70%) opposed repealing the UUT, and 12% were unsure or unwilling to share their opinion.
- When asked what actions they would support the City taking to balance the budget in the event the UUT is repealed, none of the austerity measures were supported by at least 4-in-10 respondents.
- Among the *least* popular actions the City could take to reduce its budget deficit if the UUT were repealed were cutting back on street maintenance and infrastructure repairs (8% support), reducing the number of firefighters and paramedics below the standard recommended by the National Fire Protection Agency (10%), and reducing the number of police officers resulting in an increase in response times (14%).

- The most compelling argument in favor of repealing the UUT was: *Taxes are way too high—we can't afford to keep paying additional taxes on our utilities. This is especially true for seniors and others on fixed-incomes* (56% very or somewhat convincing).
- The most compelling argument against repealing the UUT was: *The City depends on this revenue to provide police services, fire protection, 911 emergency response, fix potholes, provide parks and recreation, and other community services. If the measure passes, it will require cuts to all of these services* (79% very or somewhat convincing).
- After providing respondents with the wording of the proposed measure, service cuts that could be required if the UUT is repealed, as well as arguments in favor of and against the proposal, support for repealing the UUT was found among 17% of respondents, with 8% indicating that they would *definitely* support the measure. Approximately 70% of respondents opposed the measure at this point in the survey, whereas 13% were unsure or unwilling to state their vote choice.

STRATEGIC PLANNING GOALS

- At least nine-in-ten residents agreed that the City should develop and implement strong fiscal policies to ensure a resilient financial future (96%), develop a Comprehensive Emergency Preparedness Plan to ensure public safety through active response and recovery efforts (91%), create and implement a strong economic development strategy to strengthen the Local Business Districts (91%), and enhance community stability through investment in infrastructure and environmental management programs (90%).
- There was also widespread agreement among South Pasadena residents that the City should enhance customer service through innovation to more effectively respond to community priorities (85%) and plan for affordable housing to comply with State mandates and respond to community needs (73%).

COMMUNICATIONS

- Overall, 15% of respondents claimed to be very attentive to matters of local government, 45% somewhat attentive, and 30% slightly attentive. Another 7% of respondents said they do not pay any attention to the activities of their City government.
- Eighty-one percent (81%) of residents reported that they visited the City of South Pasadena's website in the 12 months preceding the interview.
- Sixty-percent (60%) of residents who had visited the City's website rated the overall quality as excellent or good. The variety of content and resources on the City's website (61%) and the ability of the respondent to find what he or she was looking for (57%) received similar ratings.
- Respondents indicated that email/electronic newsletters is the most effective method for the City to communicate with them (96% very or somewhat effective), followed by the City's website (91%), a mobile-friendly site that would allow you to communicate with the City, report issues, and receive updates (86%), and materials mailed to their home (79%).
- Town hall style meetings (71%) and social media sites such as Facebook, Twitter and Instagram (60%) were also widely viewed to be effective methods of communication.
- When compared to the other methods tested, advertisements in local papers (42%) were viewed as much less effective.
- Facebook was the dominant choice when respondents were asked about the social media site they use most often, being mentioned by nearly half of respondents (48%). The next most frequently mentioned sites were Instagram (26%) and Twitter (9%).

CONCLUSIONS

As noted in the *Introduction*, this study was designed to provide the City of South Pasadena with a reliable understanding of its residents' opinions, satisfaction, and priorities as they relate to city services, facilities, and strategic goals. As such, it can provide the City with information needed to make sound, strategic decisions in a variety of areas—including performance management, strategic planning, establishing budget priorities, and community engagement. Whereas subsequent sections of this report are devoted to conveying the detailed results of the survey, in this section we attempt to 'see the forest through the trees' and note how the results of the survey answer some of the key questions that motivated the research.

The following conclusions are based on True North's interpretations of the results, as well as the firm's experience conducting similar studies for government agencies throughout the State.

How well is the City performing in meeting the needs of residents?

South Pasadena residents are generally quite satisfied with the City's efforts to provide municipal services and facilities, as well as the quality of life in the City.

More than eight-in-ten residents (82%) indicated they were satisfied with the City's overall efforts to provide municipal services, whereas just 12% were dissatisfied and the remaining 6% were unsure or did not provide a response. The high level of satisfaction expressed with the City's performance *in general* was also mirrored in residents' assessments of the City's performance in providing most specific services, with the highest satisfaction scores assigned to the City's efforts to provide fire protection and emergency medical services, provide library services, maintain city parks and recreation facilities, provide services to seniors, protect the environment, and provide police services (see *City Services* on page 11).

The City's performance in providing municipal services has also contributed to a high quality of life for residents. Nearly all residents surveyed (95%) rated the quality of life in South Pasadena as excellent or good. This sentiment was also widespread, with the percentage who rated the quality of life as excellent or good exceeding 90% in all but one identified subgroup (see *Quality of Life* on page 8).

Another indicator of a well-managed city meeting its residents' needs is that when asked to indicate one thing that City government could do to make South Pasadena a better place to live, the most common response from residents was a request that the City continue what it is already doing (i.e., no changes) or a shrug of the shoulders (i.e., not sure).

Where should the City focus its efforts in the future?

In addition to measuring the City's current performance, a key goal of this study was to look *forward* and identify opportunities to adjust services, improve facilities, and/or refine communications strategies to best meet the community's evolving needs and expectations. Although resi-

dent satisfaction in South Pasadena is high (see above), there is always room for improvement. Below we note some of the areas that present the best opportunities in this regard.

Considering respondents' verbatim answers regarding what they feel City government could do to make South Pasadena a better place to live (see *Ways to Improve Quality of Life* on page 9), as well as the levels of satisfaction residents expressed for specific service areas (see *Specific Services* on page 12), the top priorities for residents are improving streets, sidewalks and infrastructure; reducing traffic congestion, addressing homelessness, providing affordable housing/rent control, promoting economic development to support the local economy, and addressing parking issues.

Are residents inclined to repeal the City's utility user tax?

Like more than 150 other municipalities in the State of California, South Pasadena relies on revenues from an existing utility user tax (UUT) to fund essential municipal services including police, fire protection, 911 emergency response, libraries, parks, and senior services. In 2018 alone, the UUT is expected to contribute $3.5 million to pay for city services, which represents approximately 13% of South Pasadena's annual general fund budget.

The survey results indicate that South Pasadena residents do not support repealing the City's UUT, nor are they prepared to make service cuts in exchange for repealing the UUT (see *Utility User Tax* on page 14). With just the information provided in the sample ballot language, less than one-in-five residents (18%) were in favor of repealing the utility user tax. More than two-thirds (70%) opposed repealing the UUT, and 12% were unsure or unwilling to share their opinion. After informing residents of the types of service cuts that would be required if the UUT were repealed, as well as testing arguments in favor and opposed to the measure, opinions regarding the UUT changed little (17% support; 70% oppose; 13% unsure). Among those with an opinion, opponents of repealing the UUT outnumbered proponents by more than 4:1.

Do residents agree with the proposed goals of the City's Strategic Plan?

On an annual basis, the City of South Pasadena seeks to update its Strategic Plan. The strategic planning process is an opportunity for policy makers to define which policies, programs, projects, and issues are the City's highest priorities for the coming year, and set priorities for staff to focus on over and above normal operations of the City. The community survey provided an opportunity to gather feedback on key goal statements being considered for the Strategic Plan.

The survey found strong alignment between residents' priorities and the proposed Strategic Plan goal statements (see *Strategic Planning Goals* on page 20). At least nine-in-ten residents agreed that the City should develop and implement strong fiscal policies to ensure a resilient finan-

cial future (96%), develop a Comprehensive Emergency Preparedness Plan to ensure public safety through active response and recovery efforts (91%), create and implement a strong economic development strategy to strengthen the Local Business Districts (91%), and enhance community stability through investment in infrastructure and environmental management programs (90%). There was also widespread agreement among South Pasadena residents that the City should enhance customer service through innovation to more effectively respond to community priorities (85%) and plan for affordable housing to comply with State mandates and respond to community needs (73%).

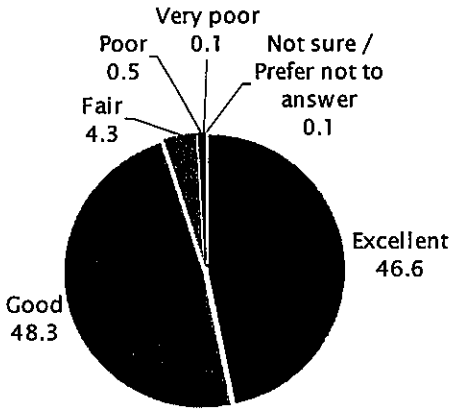
QUALITY OF LIFE

The opening series of questions in the survey was designed to assess residents' perceptions of the quality of life in South Pasadena, as well as what the City government could do to improve the quality of life in the City, now and in the future.

OVERALL QUALITY OF LIFE At the beginning of the interview, respondents were asked to rate the quality of life in South Pasadena, using a five-point scale of excellent, good, fair, poor, or very poor. As shown in Figure 1 below, more than nine-in-ten respondents (95%) shared favorable opinions of the quality of life in South Pasadena, with 47% describing it as excellent and 48% as good. Just 4% of residents reported that the quality of life in the City is fair, while less than 1% used poor or very poor to describe the quality of life in South Pasadena.

Question 2 *How would you rate the overall quality of life in South Pasadena?*

FIGURE 1 QUALITY OF LIFE



For the interested reader, figures 2 and 3 show how ratings of the quality of life in South Pasadena varied by years of residence in the City, overall satisfaction with city services, presence of a child in the home, gender, age, employment status, and home ownership. The most striking pattern in the figures is that the percentage who rated the quality of life in South Pasadena as excellent or good exceeded 90% in all but one of the identified subgroups.

FIGURE 2 QUALITY OF LIFE BY YEARS IN SOUTH PASADENA, OVERALL SATISFACTION, CHILD IN HSLD & GENDER

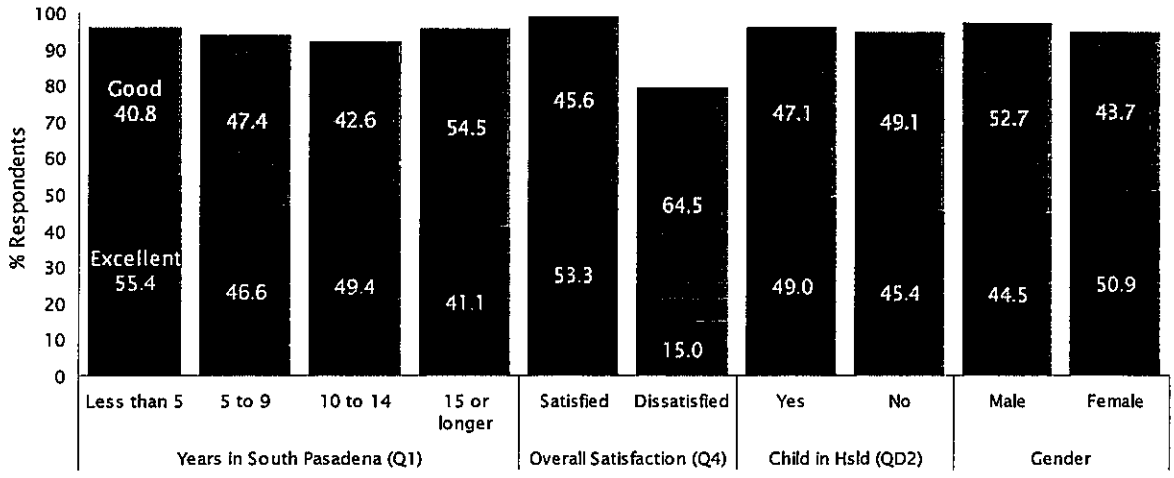
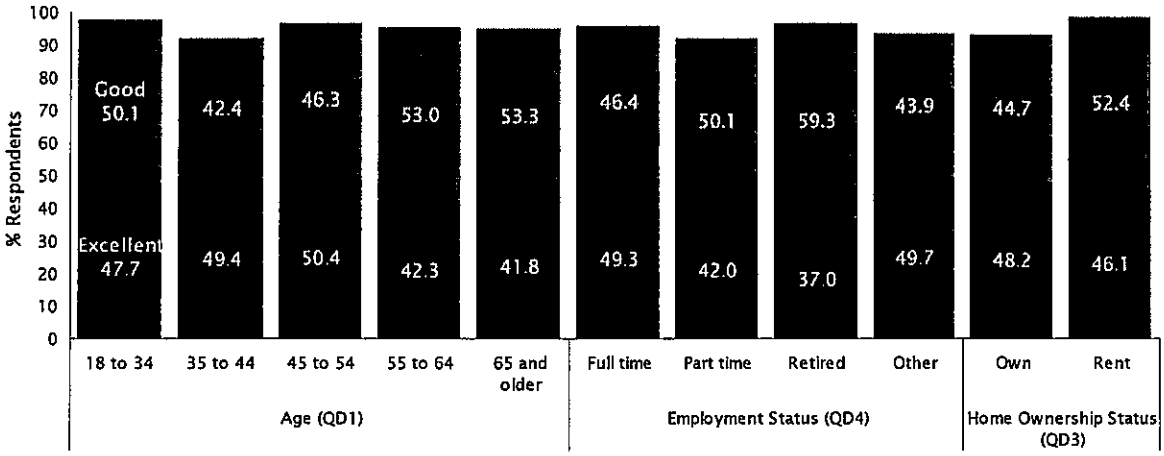


FIGURE 3 QUALITY OF LIFE BY AGE, EMPLOYMENT STATUS & HOME OWNERSHIP STATUS

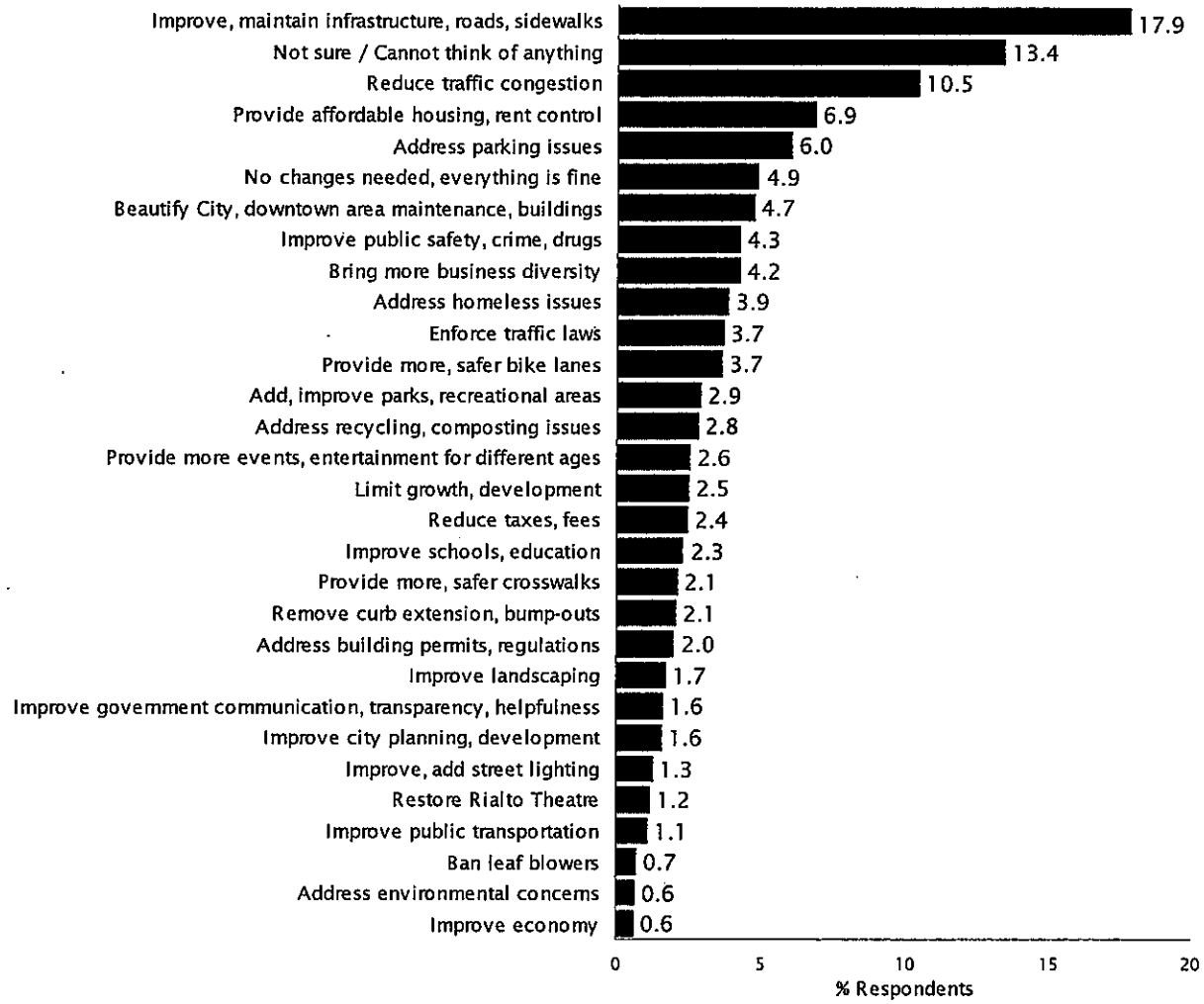


WAYS TO IMPROVE QUALITY OF LIFE Respondents were next asked to indicate one thing the City could change to make South Pasadena a better place to live, now and in the future. This question was asked in an open-ended manner, which allowed respondents to mention any improvement that came to mind without being prompted by or restricted to a particular list of options. True North later reviewed the verbatim responses and grouped them into the categories shown on the next page in Figure 4. Because respondents were not constrained to choose from a list, some mentioned more than one response. As such, the percentages shown in Figure 4 represent the percentage of residents who mentioned a particular improvement, and thus sum to more than 100.

Approximately 18% of respondents were either unsure of a change that would make South Pasadena a better place to live or indicated they desired no changes from the City, which together was tied for the most common response overall. Regarding specific suggestions for change, improving infrastructure, streets and sidewalks was the most common response (18%), followed by reducing traffic congestion (11%), providing affordable housing/rent control (7%), and addressing parking issues (6%).

Question 3 *If the city government could change one thing to make South Pasadena a better place to live now and in the future, what change would you like to see?*

FIGURE 4 CHANGES TO IMPROVE SOUTH PASADENA



CITY SERVICES

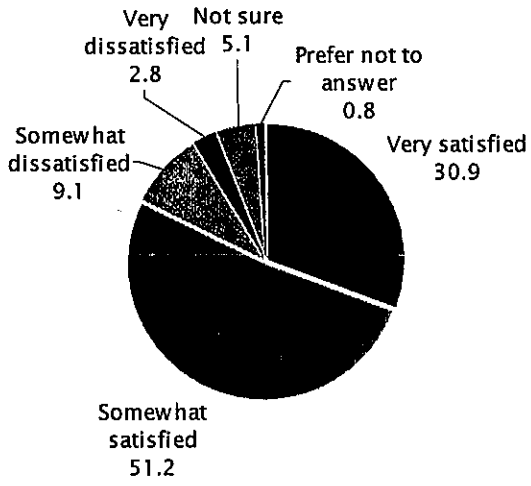
After measuring respondents' perceptions of the quality of life in South Pasadena, the survey next turned to assessing their opinions about the City's performance in providing municipal services.

OVERALL SATISFACTION The first question in this series asked respondents to indicate if, overall, they were satisfied or dissatisfied with the job the City of South Pasadena is doing to provide city services. Because this question does not reference a specific program, facility, or service and requested that the respondent consider the City's performance in general, the findings of this question may be regarded as an *overall performance rating* for the City.

As shown in Figure 5, more than eight-in-ten residents indicated they were either very (31%) or somewhat (51%) satisfied with the City's efforts to provide municipal services. Approximately 12% were very or somewhat dissatisfied, whereas the remaining 6% were unsure or did not provide a response.

Question 4 *Next are a series of questions about services and facilities provided by the City of South Pasadena. Generally speaking, are you satisfied or dissatisfied with the job the City of South Pasadena is doing to provide city services and facilities?*

FIGURE 5 OVERALL SATISFACTION



Figures 6 and 7 on the next page display the percentage of respondents who were satisfied with the City's performance by a variety of demographic subgroups. Although satisfaction exceeded two-thirds of respondents in every subgroup, some groups reported being more satisfied than others. When compared to the respective counterparts, newer residents, those with a child in the home, renters, males, residents between 45 and 54 years of age, and those employed full-time were the most satisfied.

FIGURE 6 OVERALL SATISFACTION BY YEARS IN SOUTH PASADENA, CHILD IN HSLD, HOME OWNERSHIP STATUS & GENDER

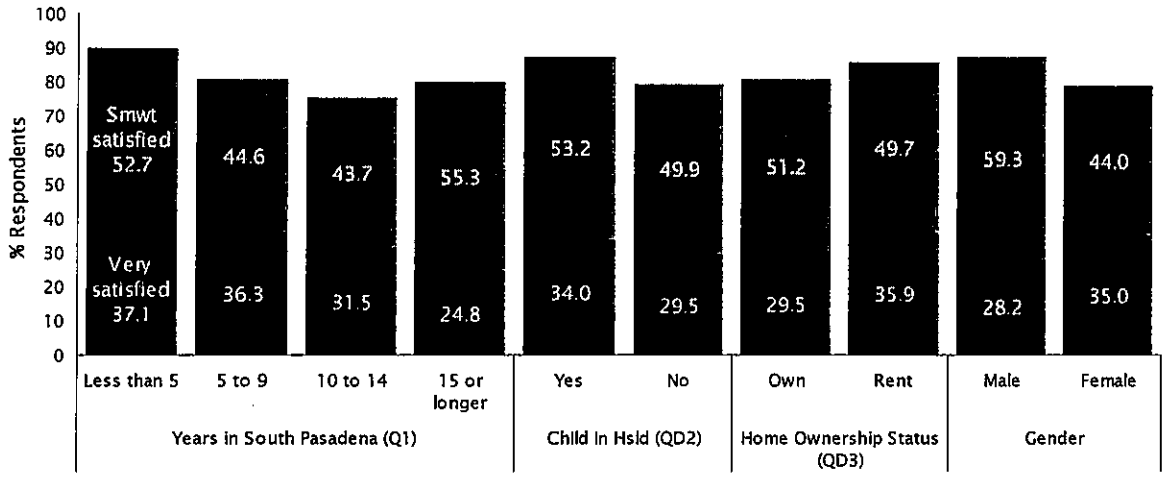
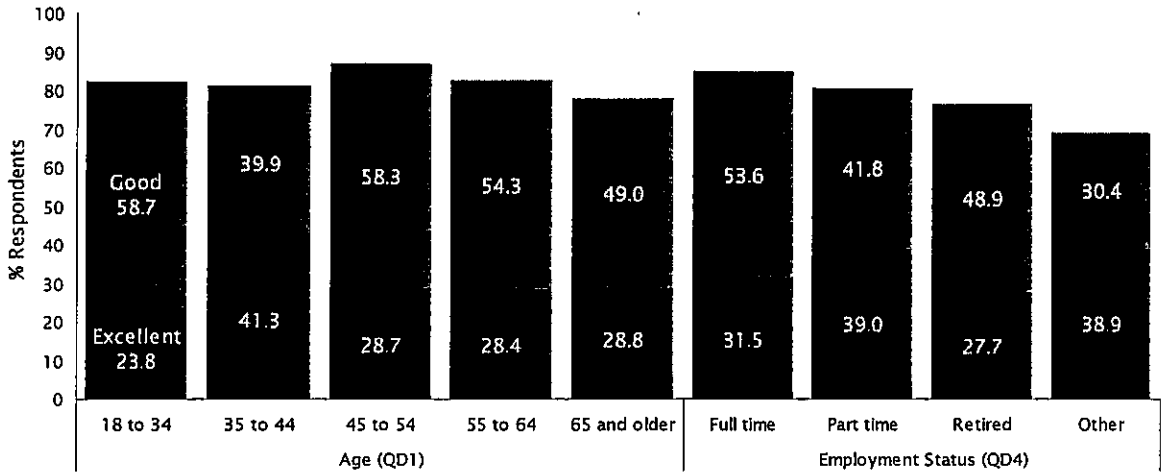


FIGURE 7 OVERALL SATISFACTION BY AGE & EMPLOYMENT STATUS



SPECIFIC SERVICES Whereas Question 4 addressed the City's *overall* performance, Question 5 asked residents to rate their level of satisfaction with each of the 14 specific service areas shown in Figure 8 on the next page. The order in which the service areas were presented was randomized for each respondent to avoid a systematic position bias, although they have been sorted from high to low in Figure 8 according to the percentage of respondents who indicated they were satisfied with the City's performance in providing the service. For comparison purposes between the services, only respondents who held an opinion (satisfied or dissatisfied) are included in the figure. Those who did not have an opinion were removed from this analysis.[2]

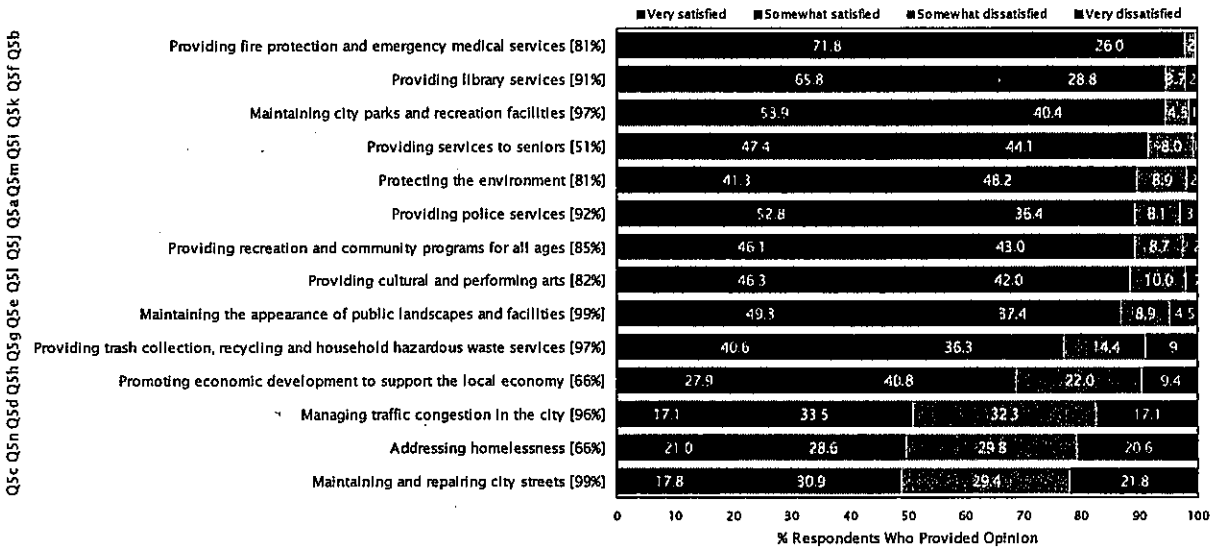
At the top of the list, respondents were most satisfied with the City's efforts to provide fire protection and emergency medical services (98% very or somewhat satisfied), followed by provide library services (95%), maintain city parks and recreation facilities (94%), provide services to seniors (92%), protect the environment (90%), and provide police services (89%).

2. The percentage who held an opinion for each service is shown to the right of the service label in brackets.

At the other end of the spectrum, fewer residents indicated they were satisfied with the City's efforts to maintain and repair city streets (49%), address homelessness (50%), and manage traffic congestion on city streets (51%).

Question 5 *For each of the specific service areas shown below, please indicate how satisfied you are with the job the City of South Pasadena is doing to provide the service.*

FIGURE 8 SATISFACTION WITH CITY SERVICES



UTILITY USER TAX

Like more than 150 other municipalities in the State of California, South Pasadena relies on revenues from an existing utility user tax (UUT) to fund essential municipal services including police, fire protection, 911 emergency response, libraries, parks, and senior services. In 2018 alone, the UUT is expected to contribute $3.5 million to pay for city services, which represents approximately 13% of South Pasadena's annual general fund budget.

The questions presented in this section sought to profile residents' opinions regarding the UUT repeal measure that will appear on the November 2018 ballot, identify the cuts they would prefer to make in the event the UUT is repealed, and identify how the discussion that will likely take place in the months leading up to the election may impact their support for repealing the tax. This information will help the City plan for the potential likelihood of the repeal, and guide decisions related to service cuts in the event the repeal is approved.

INITIAL BALLOT TEST OF REPEAL Question 6 was designed to measure voters' initial opinions regarding the potential repeal of the City's UUT. At this point in the survey, the respondent had not been provided information beyond what was presented in the proposal question itself (see below). Question 6—also known as the Initial Ballot Test—is thus a good measure of support for the proposal *as it is today*, on the natural. The Initial Ballot Test also serves a second purpose in that it provides a baseline from which to judge the impact of various information items conveyed later in the survey on support for the proposal. It is worth noting that Question 6 uses ballot language similar to that which appeared on the June 2016 ballot for the UUT repeal measure in the City of Glendale.

Question 6 *In November, voters in South Pasadena will be asked to vote on a local ballot measure. Below is a summary of the measure. Shall the City of South Pasadena's longstanding utility user tax be repealed, eliminating approximately 13% of the City's general fund yearly revenue ($3.5 million this year) that is used to pay for city services such as police, fire, 9-1-1 emergency response, libraries, parks, and senior services? If the election were held today, would you vote yes or no on this measure?*

FIGURE 9 UUT REPEAL: INITIAL BALLOT TEST

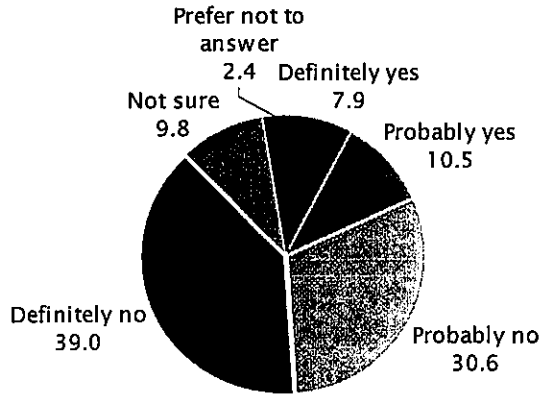


Figure 9 presents the community's initial opinions about the proposal. At this point in the survey, less than one-in-five residents (18%) were in favor of the repeal, more than two-thirds (70%) opposed repealing the UUT, and 12% were unsure or unwilling to share their opinion.

For the interested reader, Table 1 on the next page shows how initial opinions regarding the proposed repeal of the UUT varied by key demographic subgroups. The blue column (Approximate % of Population) indicates the percentage of the sample that each subgroup category comprised, whereas the columns to the right show the

percentage who supported or were undecided about the proposal. Although some subgroups were more in favor of the repeal than others, it is striking that support for the UUT repeal failed to reach 40% or greater in *any* subgroup.

TABLE 1 DEMOGRAPHIC BREAKDOWN OF SUPPORT AT INITIAL BALLOT TEST

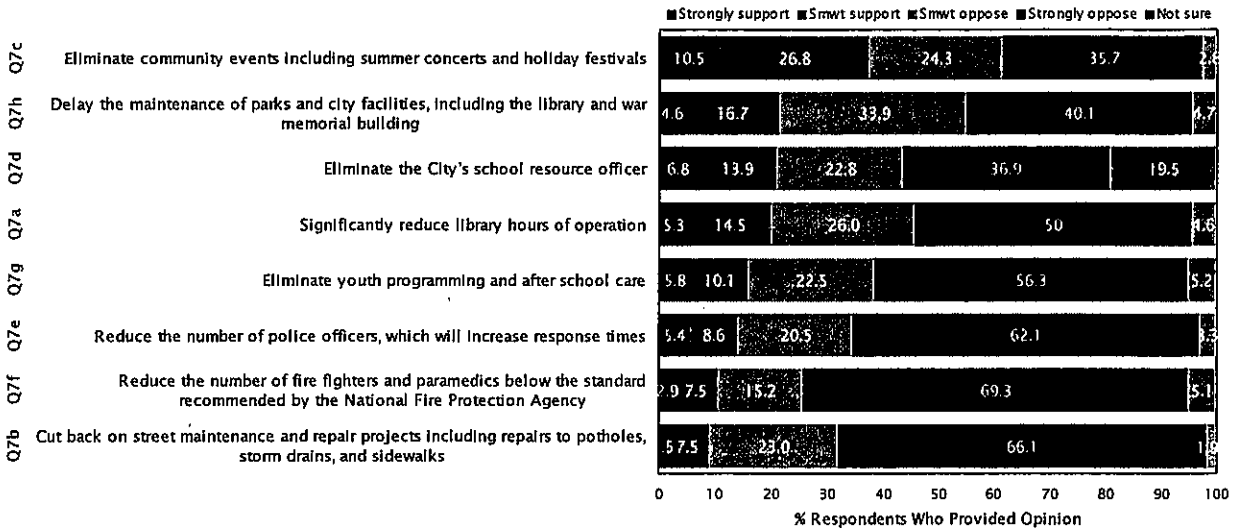
		Approximate % of Population	% Probably or Definitely Yes	% Not sure
Overall		100	18.3	9.8
Years in South Pasadena (Q1)	Less than 5	26	18.0	7.8
	5 to 9	19	12.9	7.7
	10 to 14	13	12.0	15.6
	15 or longer	43	22.7	10.3
Overall Satisfaction (Q4)	Satisfied	87	16.3	7.9
	Dissatisfied	13	33.6	18.7
Visited City Website (Q13)	Yes	84	18.2	9.7
	No	16	21.6	10.2
Attentiveness to City Issues (Q12)	Very attentive	15	38.1	10.9
	Smwt	47	16.8	8.9
	Slightly / Not at all	38	10.8	10.0
Employment Status (QD4)	Full time	69	16.3	8.9
	Part time	9	16.1	9.5
	Retired	15	28.3	9.2
	Other	7	26.2	18.6
Child in Hsld (QD2)	Yes	43	16.2	10.1
	No	57	19.8	9.7
Age (QD1)	18 to 34	19	12.1	5.8
	35 to 44	27	16.8	12.0
	45 to 54	20	12.5	10.5
	55 to 64	16	22.7	13.3
	65 and older	19	28.6	6.4
Home Ownership Status (QD3)	Own	61	18.4	11.6
	Rent	39	20.1	8.4
Gender	Male	50	21.2	7.3
	Female	50	15.3	11.0

ACTIONS TO BALANCE BUDGET If voters were to repeal the UUT in November, it will require that the City of Pasadena make a variety of service cuts to avoid running a budget deficit. After providing this clarification to voters, Question 7 presented a list of actions the City could take to reduce its expenditures and asked voters to indicate whether they would support or oppose the City taking the action in order to balance its budget.

Figure 10 on the next page makes it clear that South Pasadena residents are not prepared to make service cuts in exchange for repealing the UUT. With the exception of eliminating community events including summer concerts and holiday festivals (37% support), all of the austerity measures tested were supported by less than one-in-four residents. Among the *least* popular actions the City could take to reduce its budget deficit were cutting back on street maintenance and infrastructure repairs (8%), reducing the number of firefighters and paramedics below the standard recommended by the National Fire Protection Agency (10%), and reducing the number of police officers resulting in an increase in response times (14%).

Question 7 *If the utility user tax is repealed, it will require that the City make a variety of service cuts to avoid running a budget deficit. Shown below are a list of actions that the City could take to reduce its expenditures. For each item, please indicate whether you would support or oppose the City taking the action in order to balance its budget.*

FIGURE 10 SUPPORT TO REDUCE CITY EXPENDITURES



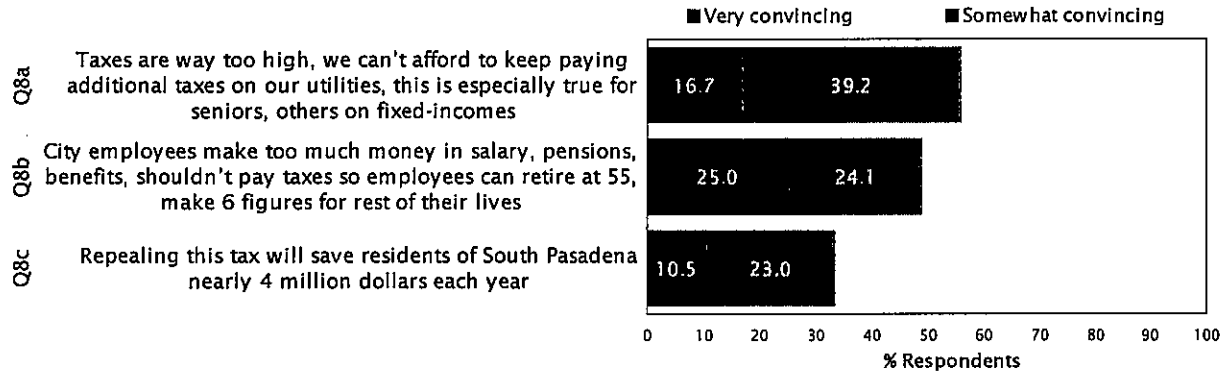
DEBATE SIMULATION In the months leading up to the November 2018 election, residents will be exposed to various arguments about the UUT repeal. Proponents of the measure will present arguments to try to persuade voters to support the measure, just as opponents will present arguments to achieve the opposite goal. For this study to be a reliable gauge of community support for the proposed UUT repeal measure, it is important that the survey simulate the type of discussion and debate that will occur prior to the vote taking place and identify how this information may ultimately shape opinions about the measure.

The objective of Question 8 was thus to present respondents with arguments in favor of the proposed measure and identify whether they felt the arguments were convincing reasons to support it. Arguments in opposition to the measure were also presented and are discussed later in this section (see Question 9). Within each series, specific arguments were administered in random order to avoid a systematic position bias.

Figure 11 presents the three arguments tested in favor of repealing the UUT, as well as voters' reactions to the arguments. The arguments are sorted from most convincing to least convincing based on the percentage of respondents who indicated that the argument was either a 'very convincing' or 'somewhat convincing' reason to support the measure. Using this methodology, the most compelling argument was: *Taxes are way too high—we can't afford to keep paying additional taxes on our utilities. This is especially true for seniors and others on fixed-incomes* (56% very or somewhat convincing), followed by *City employees are making too much money in salary, pensions and benefits—that's the problem. We shouldn't have to pay taxes so that government employees can retire at 55 and make six figures for the rest of their lives* (49%), and *Repealing this tax will save residents of South Pasadena nearly 4 million dollars each year* (34%).

Question 8 *People who support repealing the utility user tax say: _____. Do you think this is a very convincing, somewhat convincing, or not at all convincing reason to SUPPORT the repeal measure?*

FIGURE 11 ARGUMENTS IN FAVOR OF UUT REPEAL

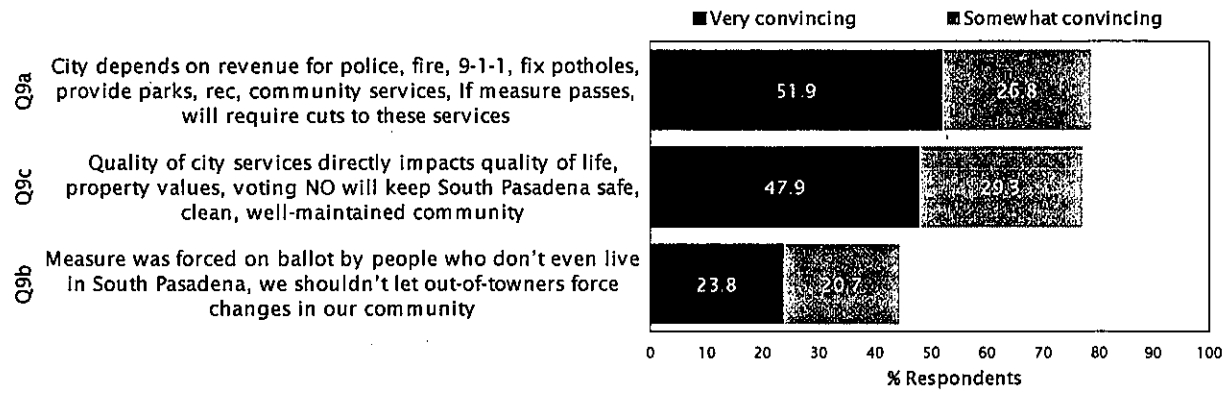


Whereas Question 8 presented respondents with arguments in favor of the measure, Question 9 presented respondents with arguments designed to elicit opposition to the measure. In the case of Question 9, however, respondents were asked if they felt that the argument was a very convincing, somewhat convincing, or not at all convincing reason to *oppose* the measure. The arguments tested, as well as voters' opinions about the arguments, are presented in Figure 12.

The most compelling argument against repealing the UUT was: *The City depends on this revenue to provide police services, fire protection, 911 emergency response, fix potholes, provide parks and recreation, and other community services. If the measure passes, it will require cuts to all of these services* (79% very or somewhat convincing), followed by *The quality of city services directly impacts the quality of life in our community and local property values. Voting 'no' on this measure will keep South Pasadena a safe, clean, well-maintained community* (77%), and *This measure was forced on the ballot by people who don't even live in South Pasadena. We shouldn't let out-of-towners force changes in our community* (45%).

Question 9 *People who oppose repealing the utility user tax say: _____. Do you think this is a very convincing, somewhat convincing, or not at all convincing reason to OPPOSE the repeal measure?*

FIGURE 12 ARGUMENTS OPPOSED TO UUT REPEAL



FINAL BALLOT TEST OF REPEAL Residents' opinions about ballot measures are often not rigid, especially when the amount of information presented to the public on a measure has been limited. An important goal of the survey was thus to gauge how residents' opinions about the proposed UUT repeal measure may be affected by the information they could encounter during the course of an election cycle. After providing respondents with the wording of the proposed measure, service cuts that could be required if the UUT is repealed, as well as arguments in favor of and against the proposal, the survey again asked respondents whether they would vote 'yes' or 'no' on the proposed UUT repeal measure.

Question 10 *Shall the City of South Pasadena's longstanding utility user tax be repealed, eliminating approximately 13% of the City's general fund yearly revenue ($3.5 million this year) that is used to pay for city services such as police, fire, 9-1-1 emergency response, libraries, parks and senior services? If the election were held today, would you vote yes or no on this measure?*

FIGURE 13 UUT REPEAL: FINAL BALLOT TEST

At this point in the survey, support for repealing the UUT was found among 17% of respondents, with 8% indicating that they would *definitely* support the measure. Approximately 70% of respondents opposed the measure at this point in the survey, whereas 13% were unsure or unwilling to state their vote choice.

Table 2 on the next page provides a closer look at how support for the UUT repeal measure changed over the course of the interview by calculating the difference in support between the Initial and Final Ballot Tests within various subgroups. The percentage of support for the measure at the Final Ballot Test is shown in the column with the heading *% Probably or Definitely Yes*. The column to the right shows the difference between the Final and the Initial Ballot Tests. Positive differences appear in green, and negative differences appear in red. Most subgroups exhibited diminished support for the UUT repeal at the Final Ballot Test, averaging -1.6% across all subgroups.

TABLE 2 DEMOGRAPHIC BREAKDOWN OF SUPPORT AT FINAL BALLOT TEST

		Approximate % of Population	% Probably or Definitely Yes	Change From Initial Ballot Test (Q6)
Overall		100	16.7	-1.6
Years in South Pasadena (Q1)	Less than 5	26	12.4	-5.6
	5 to 9	19	13.2	+0.3
	10 to 14	13	7.3	-4.8
	15 or longer	43	23.5	+0.8
Overall Satisfaction (Q4)	Satisfied	87	13.8	-2.6
	Dissatisfied	13	35.3	+1.8
Visited City Website (Q13)	Yes	84	16.8	-1.4
	No	16	17.6	-4.1
Attentiveness to City Issues (Q12)	Very attentive	15	33.4	-4.7
	Smwt	47	17.3	+0.5
	Slightly / Not at all	38	9.6	-1.1
Employment Status (QD4)	Full time	69	14.9	-1.4
	Part time	9	20.2	+4.1
	Retired	15	23.3	-5.0
	Other	7	21.6	-4.6
Child in Hsld (QD2)	Yes	43	14.2	-2.0
	No	57	17.4	-2.5
Age (QD1)	18 to 34	19	11.3	-0.9
	35 to 44	27	11.6	-5.3
	45 to 54	20	16.8	+4.3
	55 to 64	16	20.8	-1.9
	65 and older	19	25.6	-3.1
Home Ownership Status (QD3)	Own	61	18.3	-0.1
	Rent	39	14.8	-5.3
Gender	Male	50	22.1	+0.9
	Female	50	10.6	-4.8

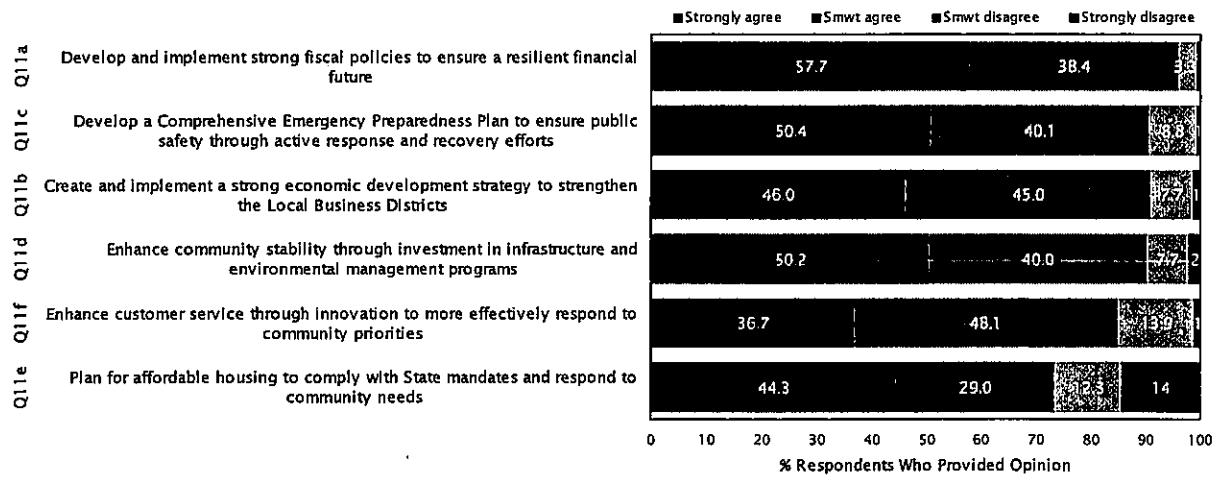
STRATEGIC PLANNING GOALS

On an annual basis, the City of South Pasadena seeks to update its Strategic Plan. The strategic planning process is an opportunity for policy makers to define which policies, programs, projects, and issues are the City's highest priorities for the coming year, and set priorities for staff to focus on over and above normal operations of the City. The community survey provided an opportunity to gather feedback on key goal statements being considered for the Strategic Plan.

GOAL STATEMENTS The format of Question 11 was straightforward: after explaining that the City is in the process of updating the Strategic Plan which will guide future decisions on a variety of topics that affect the quality of life in South Pasadena, respondents were presented with the six goal statements shown on the left of Figure 14 and asked the extent to which they agree or disagree with the statement.

Question 11 *The City of South Pasadena is in the process of updating its Strategic Plan. The Strategic Plan will guide the City's future decisions on a variety of topics that affect the quality of life in South Pasadena including land use, public safety, parks and open space, as well as transportation. Shown below are six goal statements that are being considered for the City's Strategic Plan. For each statement, please indicate the extent to which you agree or disagree with the goal statement.*

FIGURE 14 AGREEMENT WITH CITY'S STRATEGIC PLANNING GOALS



As shown in the figure, all of the Strategic Plan goal statements tested found high levels of agreement among South Pasadena residents. At least nine-in-ten residents agreed that the City should develop and implement strong fiscal policies to ensure a resilient financial future (96%), develop a Comprehensive Emergency Preparedness Plan to ensure public safety through active response and recovery efforts (91%), create and implement a strong economic development strategy to strengthen the Local Business Districts (91%), and enhance community stability through investment in infrastructure and environmental management programs (90%). There was also widespread agreement among South Pasadena residents that the City should enhance customer service through innovation to more effectively respond to community priorities (85%) and plan for affordable housing to comply with State mandates and respond to community needs (73%).

COMMUNICATIONS

The importance of the City's communications with residents cannot be over-stated. Much of a public agency's success is shaped by the quality of information that is exchanged in both directions, from the agency to the community and from the community to the agency. This study is just one example of South Pasadena's efforts to enhance the information flow *to* the City to better understand the community's concerns, perceptions, and priorities. In this section, we present the results of several communication-related questions.

ATTENTION PAID TO CITY GOVERNMENT The first question in this series asked respondents to rate how attentive they are to the issues, decisions, and activities of their City government using a scale of very attentive, somewhat attentive, slightly attentive, or not at all attentive. Overall, 15% of respondents claimed to be very attentive to matters of local government, 45% somewhat attentive, and 30% slightly attentive. Another 7% of respondents said they do not pay any attention to the activities of their City government (see Figure 15). Figures 16 and 17 on the next page display how self-described attentiveness to local government differed across a variety of demographic subgroups.

Question 12 *How much attention do you pay to the issues, decisions and activities of your City government? Would you say that you are very attentive, somewhat attentive, slightly attentive, or not at all attentive?*

FIGURE 15 ATTENTIVENESS TO CITY ISSUES

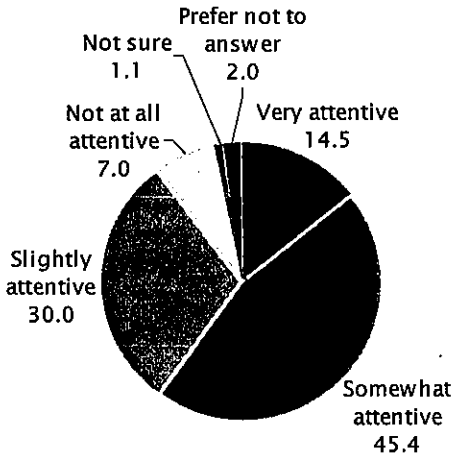


FIGURE 16 ATTENTIVENESS TO CITY ISSUES BY YEARS IN SOUTH PASADENA, OVERALL SATISFACTION, CHILD IN HSLD & GENDER

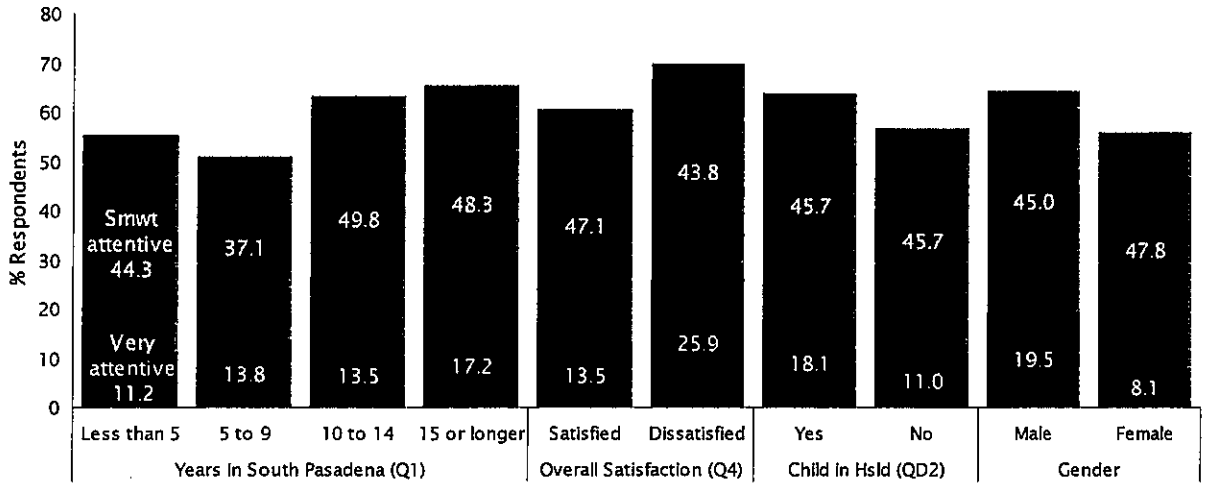
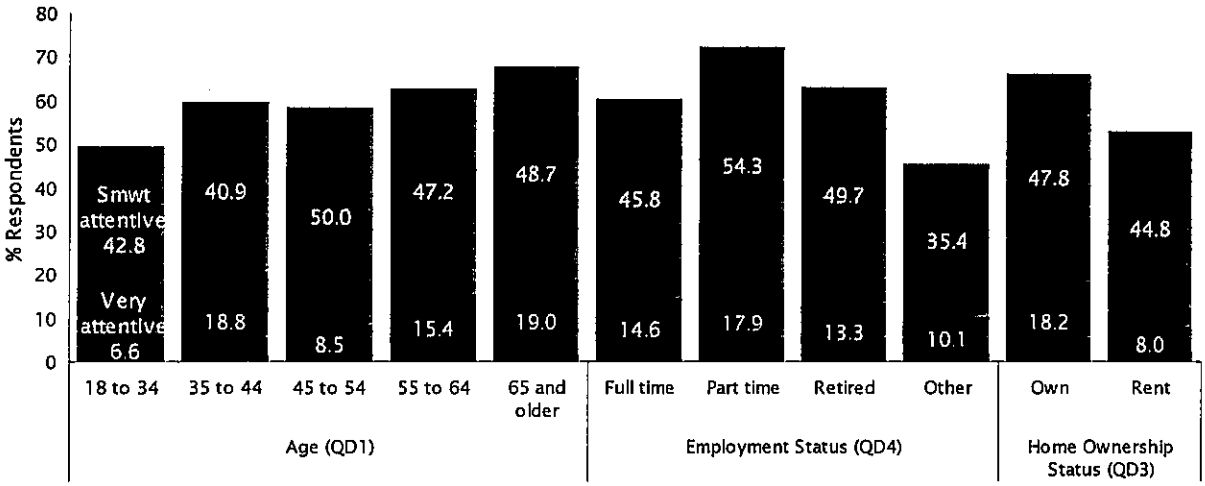


FIGURE 17 ATTENTIVENESS TO CITY ISSUES BY AGE, EMPLOYMENT STATUS & HOME OWNERSHIP STATUS



CITY WEBSITE Respondents were next asked two questions about the City's website. The first (Question 13) simply asked whether or not the respondent had visited the City of South Pasadena's website in the past 12 months. As shown in Figure 18, 81% of residents indicated that they had visited the website during this period. Figures 19 and 20 show how visits to the City's website varied by length of residence, overall satisfaction with the City's performance, presence of a child in the home, gender, age, employment status, and home ownership status.

Question 13 *In the past 12 months, have you visited the City's website?*

FIGURE 18 VISITED CITY'S WEBSITE IN PAST 12 MONTHS

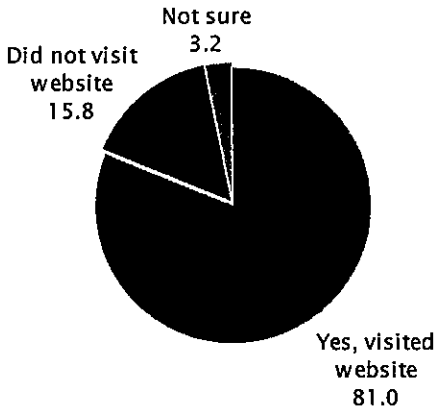


FIGURE 19 VISITED CITY'S WEBSITE IN PAST 12 MONTHS BY YEARS IN SOUTH PASADENA, OVERALL SATISFACTION, CHILD IN HSLD & GENDER

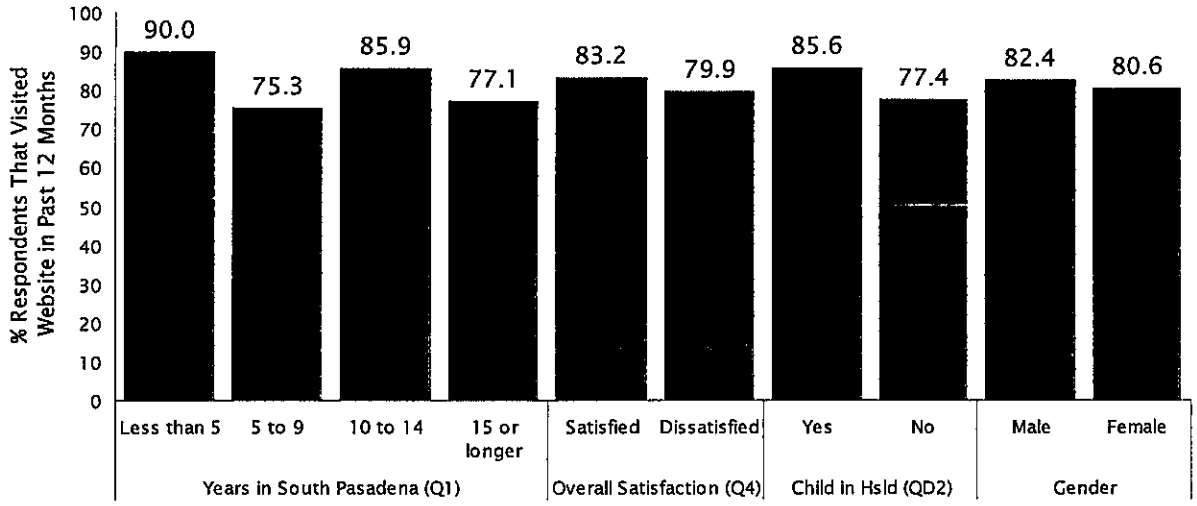
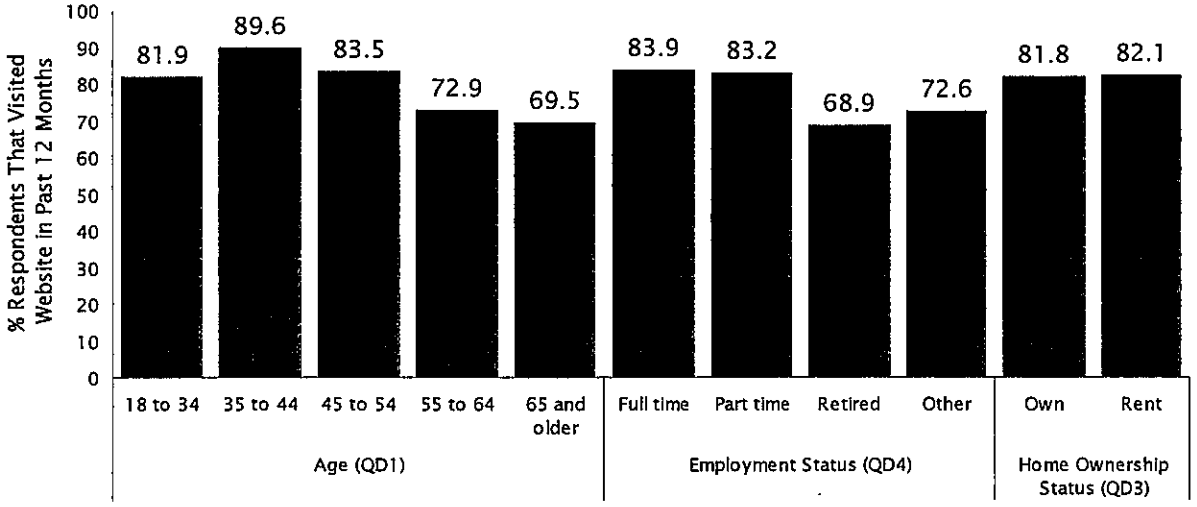


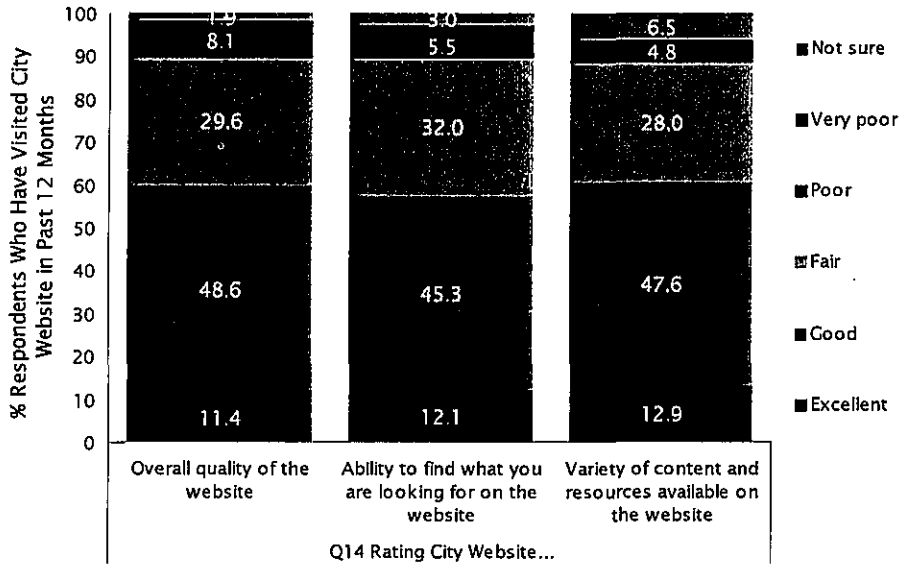
FIGURE 20 VISITED CITY'S WEBSITE IN PAST 12 MONTHS BY AGE, EMPLOYMENT STATUS & HOME OWNERSHIP STATUS



Residents who had visited the City's website in the 12 months preceding the survey were next asked to rate the overall quality of the website, the variety of content and resources, and the ease of finding desired information on the website using a five-point scale of excellent, good, fair, poor, or very poor. As shown in Figure 21, 60% of residents who had visited the City's website rated the overall quality as excellent or good. The variety of content and resources (61%) and the ability of the respondent to find what he or she was looking for (57%) received similar ratings.

Question 14 *Overall, how would you rate: _____?*

FIGURE 21 RATING CITY WEBSITE



COMMUNICATION PREFERENCES To help the City identify the most effective means of communicating with residents, it is helpful to understand which methods of communication residents prefer. Accordingly, for each of the methods shown to the left of Figure 22 on the next page, respondents were simply asked to indicate if it would be an effective way for the City to communicate with them. Overall, respondents indicated that email/electronic newsletters was the most effective method (96% very or somewhat effective), followed by the City's website (91%), a mobile-friendly site that would allow you to communicate with the City, report issues, and receive updates (86%), and materials mailed to their home (79%). Town hall style meetings (71%) and social media sites such as Facebook, Twitter and Instagram (60%) were also widely viewed to be effective methods of communication. When compared to the other methods tested, advertisements in local papers (42%) were viewed as much less effective.

Table 3 demonstrates how communication preferences varied by age, overall satisfaction with the City's performance in providing municipal services, and home ownership.

Question 15 *For the following ways that the City can communicate with residents, please indicate if you think each would be a very effective, somewhat effective, or not at all effective way for the City to communicate with you.*

FIGURE 22 EFFECTIVENESS OF COMMUNICATION EFFORTS

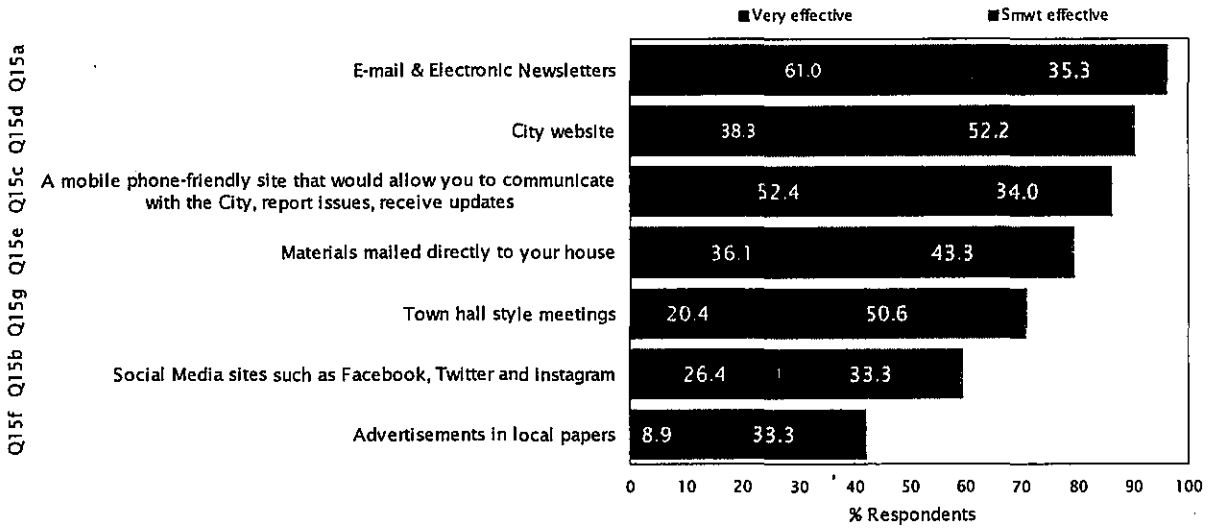


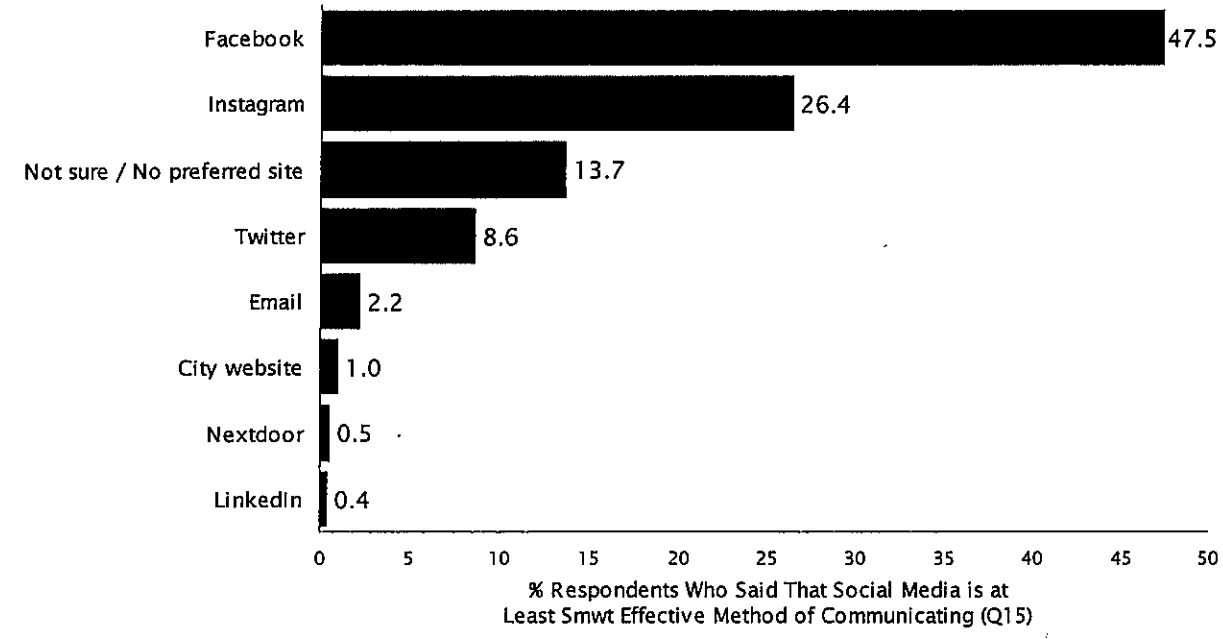
TABLE 3 EFFECTIVENESS OF COMMUNICATION EFFORTS BY AGE, OVERALL SATISFACTION & HOME OWNERSHIP STATUS (SHOWING % VERY EFFECTIVE)

	Age (QD1)					Overall Satisfaction (Q4)		Home Ownership Status (QD3)	
	18 to 34	35 to 44	45 to 54	55 to 64	65 and older	Satisfied	Dissatisfied	Own	Rent
E-mail & Electronic Newsletters	44.0	66.5	63.3	58.5	68.0	60.6	58.7	67.4	53.8
Mobile-friendly website	76.6	54.7	58.4	43.3	29.7	54.5	42.5	45.4	61.5
City website	29.7	43.9	38.2	38.6	39.2	37.9	37.0	36.9	41.1
Materials mailed directly to your house	31.5	27.6	29.3	46.5	51.8	33.0	43.4	38.4	35.3
Social Media	42.1	35.2	21.8	18.8	10.1	25.1	20.1	15.1	42.3
Town hall style meetings	14.6	24.6	10.4	23.2	26.6	18.7	24.4	17.9	23.2
Advertisements in local papers	4.4	8.3	5.8	14.4	10.0	7.9	11.6	8.0	10.5

PREFERRED SOCIAL MEDIA SITE The final substantive question of the survey asked respondents who indicated that social media was at least a somewhat effective method for the City to communicate with them to identify the social media site that they use most often. As shown in Figure 23 on the next page, Facebook was the dominant choice, being mentioned by nearly half of respondents (48%) as the social media site they use most often. The next most frequently mentioned sites were Instagram (26%) and Twitter (9%).

Question 16 *What is your preferred Social Media site - the one you currently use most often? Please type your response in the text box below or check the appropriate box.*

FIGURE 23 PREFERRED SOCIAL MEDIA SITE



BACKGROUND & DEMOGRAPHICS

TABLE 4. DEMOGRAPHIC OF SAMPLE

Total Respondents	*593*
Years in South Pasadena (Q1)	
Less than 5	25.7
5 to 9	18.8
10 to 14	12.6
15 or longer	42.3
Prefer not to answer	0.6
Age (QD1)	
18 to 34	18.4
35 to 44	25.9
45 to 54	19.1
55 to 64	15.1
65 and older	17.9
Prefer not to answer	3.6
Home Ownership Status (QD3)	
Own	55.3
Rent	35.4
Prefer not to answer	9.4
Employment Status (QD4)	
Full time	66.3
Part time	8.2
Retired	14.7
Other	6.3
Prefer not to answer	4.6
Gender	
Male	48.1
Female	47.5
Prefer not to answer	4.4

Table 4 presents the key demographic and background information that was collected during the survey. The primary motivations for collecting the background and demographic information were to provide a better insight into how the results of the substantive questions of the survey vary by demographic characteristics, and ensure that the resulting sample matched the profile of South Pasadena's adult population on key characteristics.

METHODOLOGY

The following sections outline the methodology used in the study, as well as the motivation for using certain techniques.

QUESTIONNAIRE DEVELOPMENT Dr. McLarney of True North Research worked closely with the City of South Pasadena to develop a questionnaire that covered the topics of interest and avoided many possible sources of systematic measurement error, including position-order effects, wording effects, response-category effects, scaling effects, and priming. Several questions included multiple individual items. Because asking items in a set order can lead to a systematic position bias in responses, the items were asked in a random order for each respondent.

Some questions asked in this study were presented only to a subset of respondents. For example, only respondents who indicated they had visited the City's website in the 12 months prior to the interview (Question 13) were asked to rate the City's website on several performance dimensions (Question 14). The questionnaire included with this report (see *Questionnaire & Toplines* on page 29) identifies the skip patterns used during the interview to ensure that each respondent received the appropriate questions.

PROGRAMMING & PRE-TEST Once finalized, the questionnaire was programmed into a passcode-protected online survey application to allow online participation for sampled residents. The integrity of the questionnaire was pre-tested internally by True North prior to formally beginning the survey.

SAMPLE, RECRUITING & DATA COLLECTION The sample of resident emails used for recruiting participation in the survey was compiled using a combination of sources including the voter file, city-maintained files, and privately-sourced databases. A small percentage of respondents were also recruited in-person at local events in South Pasadena. Each individual that was invited to participate in the survey (via email or in-person) was assigned a unique passcode, which ensured that only those invited to take the survey could access the survey site, and that an individual could complete the survey one time only. In addition to the original invitation, a reminder notice was also sent to encourage participation among those who had yet to respond to the initial invitation. A total 593 completed surveys were gathered during the data collection period which spanned April 13 to April 29, 2018.

DATA PROCESSING & WEIGHTING Data processing consisted of checking the data for errors or inconsistencies, coding and recoding responses, categorizing verbatim responses, and preparing frequency analyses and cross-tabulations. The final data were weighted to balance the sample by age according to Census estimates.

ROUNDING Numbers that end in 0.5 or higher are rounded up to the nearest whole number, whereas numbers that end in 0.4 or lower are rounded down to the nearest whole number. These same rounding rules are also applied, when needed, to arrive at numbers that include a decimal place in constructing figures and charts. Occasionally, these rounding rules lead to small discrepancies in the first decimal place when comparing tables and pie charts for a given question.

TRUENORTH RESEARCH

City of South Pasadena
Planning Survey
Final Toplines (n=593)
May 1, 2018

Section 1: Welcome Page

Welcome! Thank you for taking this short survey about important issues in the City of South Pasadena.

During this survey do not use the forward and back buttons on your browser – use the "Next" and "Back" buttons that appear at the bottom of your screen. When you are finished answering the questions on a page, click the "Next" button to move to the next page of questions. Only click the "Back" button if you need to change your answer to a previous question. If you need to stop while taking this survey, your answers will be saved so that you may return and resume where you left off.

Please click "Next" to begin.

Section 2: Quality of Life

To begin are a few questions about what it is like to live in the City of South Pasadena.

Q1	How long have you lived in South Pasadena?		
	1	Less than 1 year	5%
	2	1 to 4 years	21%
	3	5 to 9 years	19%
	4	10 to 14 years	13%
	5	15 years or longer	42%
	99	Prefer not to answer	1%
Q2	How would you rate the overall quality of life in South Pasadena?		
	1	Excellent	47%
	2	Good	48%
	3	Fair	4%
	4	Poor	0%
	5	Very poor	0%
	98	Not sure	0%
	99	Prefer not to answer	0%

Q3	If the city government could change one thing to make South Pasadena a better place to live now and in the future, what change would you like to see? Verbatim responses recorded and later grouped into categories shown below.	
	Improve, maintain infrastructure, roads, sidewalks	18%
	Not sure / Cannot think of anything	13%
	Reduce traffic congestion	10%
	Provide affordable housing, rent control	7%
	Address parking issues	6%
	Beautify City, downtown area maintenance, buildings	5%
	No changes needed, everything is fine	5%
	Improve public safety, crime, drugs	4%
	Bring more business diversity	4%
	Address homeless issues	4%
	Enforce traffic laws	4%
	Provide more, safer bike lanes	4%
	Address recycling, composting issues	3%
	Add, improve parks, recreational areas	3%
	Provide more events, entertainment for different ages	3%
	Limit growth, development	2%
	Improve landscaping	2%
	Reduce taxes, fees	2%
	Improve city planning, development	2%
	Improve schools, education	2%
	Address building permits, regulations	2%
	Provide more, safer crosswalks	2%
	Improve government communication, transparency, helpfulness	2%
	Remove curb extension, bump-outs	2%
	Address environmental concerns	1%
	Improve public transportation	1%
	Improve, add street lighting	1%
	Improve economy	1%
	Restore Rialto Theatre	1%
	Ban leaf blowers	1%

Section 3: City Services

Next are a series of questions about services and facilities provided by the City of South Pasadena.

Q4 Generally speaking, are you satisfied or dissatisfied with the job the City of South Pasadena is doing to provide city services and facilities?

1	Very satisfied	31%
2	Somewhat satisfied	51%
3	Somewhat dissatisfied	9%
4	Very dissatisfied	3%
98	Not sure	5%
99	Prefer not to answer	1%

Q5 For each of the specific service areas shown below, please indicate how satisfied you are with the job the City of South Pasadena is doing to provide the service.

	Randomize	Very Satisfied	Somewhat Satisfied	Somewhat Dissatisfied	Very Dissatisfied	Not sure	Prefer not to answer
A	Providing police services	48%	33%	7%	3%	8%	1%
B	Providing fire protection and emergency medical services	58%	21%	2%	0%	17%	2%
C	Maintaining and repairing city streets	18%	31%	29%	22%	1%	1%
D	Managing traffic congestion in the city	16%	32%	31%	16%	3%	1%
E	Maintaining the appearance of public landscapes and facilities	49%	37%	9%	4%	1%	0%
F	Providing library services	60%	26%	3%	2%	7%	2%
G	Providing trash collection, recycling and household hazardous waste services	39%	35%	14%	8%	2%	0%
H	Promoting economic development to support the local economy	18%	27%	15%	6%	31%	3%
I	Providing services to seniors	24%	23%	4%	0%	45%	4%
J	Providing recreation and community programs for all ages	39%	37%	7%	2%	12%	3%
K	Maintaining city parks and recreation facilities	52%	39%	4%	1%	3%	0%
L	Providing cultural and performing arts	38%	35%	8%	1%	15%	3%
M	Protecting the environment	33%	39%	7%	1%	16%	3%
N	Addressing homelessness	14%	19%	20%	14%	31%	2%

Section 4: Utility Users Tax

In November, voters in South Pasadena will be asked to vote on a local ballot measure. Below is a summary of the measure.

Q6 Shall the City of South Pasadena's longstanding utility users tax be repealed, eliminating approximately 13% of the City's general fund yearly revenue ($3.5 million this year) that is used to pay for city services such as police, fire, 9-1-1 emergency response, libraries, parks, and senior services?

If the election were held today, would you vote yes or no on this measure?

1	Definitely yes	8%
2	Probably yes	10%
3	Probably no	31%
4	Definitely no	39%
98	Not sure	10%
99	Prefer not to answer	2%

Q7 If the utility users tax is repealed, it will require that the City make a variety of service cuts to avoid running a budget deficit.

Shown below are a list of actions that the City could take to reduce its expenditures. For each item, please indicate whether you would support or oppose the City taking the action in order to balance its budget.

	Randomize	Strongly support	Somewhat support	Somewhat oppose	Strongly oppose	Not sure	Prefer not to answer
A	Significantly reduce library hours of operation	5%	14%	25%	49%	4%	2%
B	Cut back on street maintenance and repair projects including repairs to potholes, storm drains, and sidewalks	1%	7%	22%	64%	2%	3%
C	Eliminate community events including summer concerts and holiday festivals	10%	26%	24%	35%	3%	2%
D	Eliminate the City's school resource officer	7%	14%	22%	36%	19%	2%
E	Reduce the number of police officers, which will increase response times	5%	8%	20%	61%	3%	2%
F	Reduce the number of fire fighters and paramedics below the standard recommended by the National Fire Protection Agency	3%	7%	15%	68%	5%	2%
G	Eliminate youth programming and after school care	6%	10%	22%	55%	5%	2%
H	Delay the maintenance of parks and city facilities, including the library and war memorial building	5%	16%	33%	39%	5%	2%

People say different things about the ballot measure to repeal the City's utility users tax.

Randomize Order of Q8 and Q9.

Q8 People who **support** repealing the utility user tax say: _____. Do you think this is a very convincing, somewhat convincing, or not at all convincing reason to **SUPPORT** the repeal measure?

	Randomize	Very Convincing	Somewhat Convincing	Not At All Convincing	Don't Believe	Not sure	Prefer not to answer
A	Taxes are way too high – we can't afford to keep paying additional taxes on our utilities. This is especially true for seniors and others on fixed-incomes.	17%	39%	24%	11%	7%	2%
B	City employees are making too much money in salary, pensions and benefits – that's the problem. We shouldn't have to pay taxes so that government employees can retire at 55 and make six figures for the rest of their lives.	25%	24%	20%	18%	10%	3%
C	Repealing this tax will save residents of South Pasadena nearly 4 million dollars each year.	11%	23%	36%	15%	12%	3%

Q9 People who **oppose** repealing the utility user tax say: _____. Do you think this is a very convincing, somewhat convincing, or not at all convincing reason to **OPPOSE** the repeal measure?

	Randomize.	Very Convincing	Somewhat Convincing	Not At All Convincing	Don't Believe	Not sure	Prefer not to answer
A	The City depends on this revenue to provide police services, fire protection, 911 emergency response, fix potholes, provide parks and recreation, and other community services. If the measure passes, it will require cuts to all of these services.	52%	27%	7%	5%	6%	3%
B	This measure was forced on the ballot by people who don't even live in South Pasadena. We shouldn't let out-of-towners force changes in our community.	24%	21%	19%	16%	18%	3%
C	The quality of city services directly impacts the quality of life in our community and local property values. Voting 'no' on this measure will keep South Pasadena a safe, clean, well-maintained community.	48%	29%	10%	4%	6%	3%

Sometimes people change their mind about a measure once they have more information about it. Now that you have heard a bit more about the measure, please read the summary again and indicate how you would vote.			
Q10	Shall the City of South Pasadena's longstanding utility users tax be repealed, eliminating approximately 13% of the City's general fund yearly revenue ($3.5 million this year) that is used to pay for city services such as police, fire, 9-1-1 emergency response, libraries, parks and senior services? If the election were held today, would you vote **yes** or **no** on this measure?		
	1	Definitely yes	8%
	2	Probably yes	9%
	3	Probably no	26%
	4	Definitely no	45%
	98	Not sure	10%
	99	Prefer not to answer	2%

Section 5: Strategic Planning Goals

The City of South Pasadena is in the process of updating its Strategic Plan. The Strategic Plan will guide the City's future decisions on a variety of topics that affect the quality of life in South Pasadena including land use, public safety, parks and open space, as well as transportation.

Q11 Shown below are six goal statements that are being considered for the City's Strategic Plan. For each statement, please indicate the extent to which you **agree** or **disagree** with the goal statement.

	Randomize	Strongly Agree	Somewhat Agree	Somewhat Disagree	Strongly Disagree	Not sure	Prefer not to answer
A	Develop and implement strong fiscal policies to ensure a resilient financial future.	53%	35%	3%	1%	6%	2%
B	Create and implement a strong economic development strategy to strengthen the Local Business Districts.	42%	41%	7%	1%	6%	2%
C	Develop a Comprehensive Emergency Preparedness Plan to ensure public safety through active response and recovery efforts.	47%	37%	8%	1%	5%	2%
D	Enhance community stability through investment in infrastructure and environmental management programs.	46%	37%	7%	2%	6%	1%
E	Plan for affordable housing to comply with State mandates and respond to community needs.	40%	26%	11%	13%	7%	1%
F	Enhance customer service through innovation to more effectively respond to community priorities.	31%	41%	12%	1%	14%	2%

Section 6: Communications

Q12 How much attention do you pay to the issues, decisions and activities of your City government? Would you say that you are very attentive, somewhat attentive, slightly attentive, or not at all attentive?

1	Very attentive	14%
2	Somewhat attentive	45%
3	Slightly attentive	30%
4	Not at all attentive	7%
98	Not sure	1%
99	Prefer not to answer	2%

Q13 In the past 12 months, have you visited the City's website?

1	Yes	81%	*Ask Q14*
2	No	16%	*Skip to Q15*
98	Not sure	3%	*Skip to Q15*
99	Prefer not to answer	0%	*Skip to Q15*

Q14 Overall, how would you rate: _____?

	Randomize	Excellent	Good	Fair	Poor	Very Poor	Not sure	Prefer not to answer
A	The overall quality of the website	11%	49%	30%	8%	0%	2%	0%
B	The ability to find what you are looking for on the website	12%	45%	32%	6%	2%	3%	0%
C	The variety of content and resources available on the website	13%	48%	28%	5%	0%	6%	0%

Q15 For the following ways that the City can communicate with residents, please indicate if you think each would be a very effective, somewhat effective, or not at all effective way for the City to communicate with you.

	Randomize	Very	Somewhat	Not at all	Not sure / Prefer not to answer
A	E-mail & Electronic Newsletters	61%	35%	3%	1%
B	Social Media sites such as Facebook, Twitter and Instagram	26%	33%	37%	3%
C	A mobile phone-friendly site that would allow you to communicate with the City, report issues, and receive updates	52%	34%	11%	3%
D	City website	38%	52%	8%	1%
E	Materials mailed directly to your house	36%	43%	19%	2%

F	Advertisements in local papers	9%	33%	56%	2%
G	Town hall style meetings	20%	51%	25%	4%

Ask Q16 if Q15b = (1,2).

Q16	What is your *preferred* Social Media site – the one you currently use most often? *Please type your response in the text box below or check the appropriate box.* Verbatim responses recorded and later grouped into categories shown below.	
	Facebook	47%
	Instagram	26%
	Not sure / No preferred site	14%
	Twitter	9%
	Email	2%
	Nextdoor	1%
	City website	1%

Section 7: Background & Demographics

Thank you so much for your participation. Please answer just a few more background questions for statistical purposes.

D1	In what year were you born? Year recorded and later grouped into age categories shown below.	
	18 to 34	18%
	35 to 44	26%
	45 to 54	19%
	55 to 64	15%
	65 and older	18%
	Prefer not to answer	4%

D2	Do you have one or more children under the age of 18 living in your household?		
	1	Yes	42%
	2	No	55%
	99	Prefer not to answer	3%

D3	Do you own or rent your residence in South Pasadena?		
	1	Own	55%
	2	Rent	35%
	3	Live with family/friend for free	5%
	99	Prefer not to answer	5%

D4	Which of the following best describes your employment status?		
	1	Employed full-time	66%
	2	Employed part-time	8%
	3	Student	2%
	4	Homemaker	2%
	5	Retired	15%
	6	In-between jobs	3%
	98	Not sure	1%
	99	Prefer not to answer	4%
D5	And lastly, what is your gender?		
	1	Male	48%
	2	Female	48%
	3	Prefer not to answer	4%

Those are all of the questions. Thanks so much for participating in this important survey! Your survey has been stored, so you may close this browser window.

Q1 Terminate Script: This survey is for residents of South Pasadena. Thank you for your interest in the survey.