



**Additional Documents List  
Regular City Council Meeting  
June 16, 2021**

**(Uploaded Online on 06/16/2021 @ 4:45 p.m.)**

<b>Item No.</b>	<b>Agenda Item Description</b>	<b>Distributor</b>	<b>Document</b>
<b>8</b>	<b>Monthly Investment Reports for March &amp; April 2021</b>	Elaine Aguilar, Interim Assistant City Manager	Memo updating attachment(s)
<b>PC</b>	<b>Emailed Public Comment for: Regular Session Agenda Item Nos. 2, 9</b>	Lucie Colombo, City Clerk	Emailed Public Comments



**City of South Pasadena  
Finance Department**

# Memo

**Date:** June 15, 2021

**To:** The Honorable City Council

**Via:** Arminé Chaparyan, City Manager

**From:** Elaine Aguilar, Interim Assistant City Manager

**Re:** June 16, 2021 City Council Meeting Item No. 8 Additional Document –  
Monthly Investment Reports for March & April 2021

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The attached document updates Attachment No. 2 to the staff report: City Investment Reports for April 2021.

**Exhibit A**  
**City of South Pasadena**  
**INVESTMENT REPORT**  
**April 30, 2021**

**Investment Balances at Month End**

INSTITUTION NAME	MATURITY DATE	CURRENT YIELD	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
			158294		
<b>LOCAL AGENCY INVESTMENT FUND:</b>					
LAIF City	ON DEMAND	0.339%	58.51%	24,503,039.69	24,503,039.69
SUBTOTAL			58.51%	<b>24,503,039.69</b>	<b>24,503,039.69</b>
<b>ZIONS BANK</b>					
Corporate Bonds	See Exhibit B-1	2.74%	12.17%	5,094,856.03	5,151,553.76
Government Agency Securities	See Exhibit B-1	1.68%	9.10%	3,808,959.62	3,868,183.31
US Treasury Notes & Bonds	See Exhibit B-1	1.60%	20.23%	8,469,931.06	8,635,224.95
SUBTOTAL			29.32%	<b>17,373,746.71</b>	<b>17,654,962.02</b>
<b>TOTAL INVESTMENTS</b>			<b>87.83%</b>	<b>\$41,876,786.40</b>	<b>\$42,158,001.71</b>

**BANK ACCOUNTS:**

Bank of the West Account Balance:	\$9,382,816.01
Zions Bank Uninvested Cash Balance <sup>1</sup> :	\$123,890.98
Zions Bank Unsettled Transactions <sup>1</sup>	-
BNY Mellon Uninvested Cash Balance <sup>2</sup>	158,297.28

**Footnotes:**

<sup>1</sup> The Zions Bank Uninvested Cash Balance and Unsettled Transactions are separate from the investment portion. The sum of the three Zions Bank balance totals to the balance reflected on the provided statement.

<sup>2</sup> The BNY Mellon Uninvested Cash Balance is information-only as it is funds intended for 2016 Water Revenue Bond.

**Required Disclosures:**

Average weighted maturity of the portfolio	<u>420</u> DAYS
Average weighted total yield to maturity of the portfolio	<u>1.014%</u>
Projected Expenditures for the next 6 months:	
Projected with Prior Year Same Period:	\$ 19,678,413
Projected with FY 2021 Adopted Budget:	\$ 27,876,342

\* Current market valuation is required for investments with maturities of more than twelve months.

In compliance with the California Code Section 53646, as the City Treasurer of the City of South Pasadena, I hereby certify that sufficient investment liquidity to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.

I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

\_\_\_\_\_  
Gary Pia, City Treasurer

\_\_\_\_\_  
Date

**ZIONS BANK**

**Statement of Account**

April 1, 2021 Through April 30, 2021

**South Pasadena Custody**

Account Number : [REDACTED]

City of South Pasadena

1414 Mission Street

South Pasadena, CA 91030

[REDACTED]

[REDACTED]

[REDACTED]

## Cash Reconciliation

	Income	Principal
<i>Opening Balance April 1, 2021</i>	<b>\$ 83,544.01</b>	<b>\$ -83,544.01</b>
<i>Receipts</i>		
Sales	0.00	705,958.65
Interest	31,464.87	0.00
Dividends	1.26	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
<b>Total Receipts</b>	<b>31,466.13</b>	<b>705,958.65</b>
<i>Disbursements</i>		
Purchases	0.00	-721,912.95
Fees	0.00	0.00
Other Disbursements	0.00	-1,268.70
Transfers	0.00	0.00
<b>Total Disbursements</b>	<b>0.00</b>	<b>-723,181.65</b>
<i>Net Cash Management</i>	0.00	-14,243.13
<i>Closing Balance April 30, 2021</i>	<b>\$ 115,010.14</b>	<b>\$ -115,010.14</b>

# Portfolio Summary

April 30, 2021	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.70%	123,890.98	12.39	0.01%
Fixed Income	99.30%	17,654,962.02	344,322.88	1.95%
<b><i>Total Portfolio</i></b>	<b>100.00 %</b>	<b>17,778,853.00</b>	<b>344,335.27</b>	<b>1.94%</b>
<b><i>Accrued Income</i></b>		<b>81,282.56</b>		
<b><i>Total Market Value</i></b>		<b>17,860,135.56</b>		

April 01, 2021 through April 30, 2021

Account Name : South Pasadena Custody

Account No : XXXXXXXXXX

# Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
<u>Money Market Funds - Taxable</u>									
123,890.98	Fidelity Gov Port III FCGXX		123,890.98	1.00	123,890.98	12.39	0.01%	0.89	
<b>123,890.98</b>	<b>** Sub Totals **</b>		<b>123,890.98</b>		<b>123,890.98</b>	<b>12.39</b>	<b>0.01%</b>	<b>0.89</b>	
<u>Corporate Bonds (30/360)</u>									
80,000	Prudential Finl Inc	4.500%	11/16/2021	81,927.81	102.25	81,798.02	3,600.00	4.40%	1,649.16
172,000	American Express Cr Corp Mt	2.700%	03/03/2022	173,464.69	101.86	175,197.26	4,644.00	2.65%	739.41
86,000	Burlington Northn Santa Fe	3.050%	03/15/2022	87,215.02	101.70	87,461.23	2,623.00	3.00%	329.71
174,000	Intel Corp	2.350%	05/11/2022	174,498.81	101.97	177,433.56	4,089.00	2.30%	1,930.28
170,000	Apple Inc	2.700%	05/13/2022	171,786.97	102.52	174,280.72	4,590.00	2.63%	2,141.15
81,000	Oracle Corp	2.500%	05/15/2022	81,439.98	101.90	82,542.15	2,025.00	2.45%	933.31
170,000	Bristol-Myers Squibb Co	2.000%	08/01/2022	170,502.37	102.13	173,624.38	3,400.00	1.96%	845.25
167,000	Lockheed Martin Corp	3.100%	01/15/2023	173,677.68	104.15	173,931.41	5,177.00	2.98%	1,518.39
295,000	JPMorgan Chase & Co	3.200%	01/25/2023	312,629.53	104.98	309,695.84	9,440.00	3.05%	2,505.03
168,000	Bank of New York Mellon	2.950%	01/29/2023	166,503.12	104.39	175,369.04	4,956.00	2.83%	1,259.77
125,000	Amazon Com Inc	2.400%	02/22/2023	123,210.00	103.70	129,627.44	3,000.00	2.31%	569.83
163,000	General Dynamics Corp	3.375%	05/15/2023	164,599.95	106.00	172,785.09	5,501.25	3.18%	2,535.49
84,000	Cisco Systems Inc	2.200%	09/20/2023	81,882.36	104.57	87,838.75	1,848.00	2.10%	206.48
161,000	Deere John Capital Corp	3.650%	10/12/2023	165,113.00	107.95	173,801.87	5,876.50	3.38%	295.47
160,000	State Street Corp	3.700%	11/20/2023	171,652.92	108.39	173,420.43	5,920.00	3.41%	2,645.81
160,000	Caterpillar Finl Svcs	3.750%	11/24/2023	171,264.18	108.67	173,869.80	6,000.00	3.45%	2,614.53
203,000	Truist Finl Corp	3.750%	12/06/2023	212,010.71	108.16	219,570.82	7,612.50	3.47%	3,062.01
80,000	MetLife Inc	3.600%	04/10/2024	84,162.84	108.81	87,047.09	2,880.00	3.31%	160.89
159,000	Comcast Corp New	3.700%	04/15/2024	169,791.28	109.02	173,337.81	5,883.00	3.39%	246.49
166,000	Texas Instrs Inc	2.625%	05/15/2024	169,439.74	105.93	175,844.21	4,357.50	2.48%	2,008.34
84,000	Paccar Financial Corp	2.150%	08/15/2024	88,918.20	105.09	88,274.55	1,806.00	2.05%	378.35
206,000	Unitedhealth Group Inc	2.375%	08/15/2024	219,958.43	105.76	217,870.54	4,892.50	2.25%	1,024.97
84,000	United Parcel Svcs Inc	2.200%	09/01/2024	85,232.61	105.14	88,314.43	1,848.00	2.09%	304.56
211,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	215,979.57	105.48	222,558.41	4,642.00	2.09%	2,321.00

April 01, 2021 through April 30, 2021

Account Name : South Pasadena Custody

Account No : XXXXXXXXXX

## Holdings

Shares / PV	Asset Description			Cost	Price	Market Est	Ann Inc	Yield	Acc Income
166,000	Pepsico Inc	2.250%	03/19/2025	177,664.82	105.57	175,242.19	3,735.00	2.13%	427.75
162,000	Coca Cola Co	2.950%	03/25/2025	178,186.23	108.35	175,526.64	4,779.00	2.72%	467.22
160,000	TJX Cos Inc New	3.500%	04/15/2025	177,560.00	109.41	175,051.84	5,600.00	3.20%	234.64
172,000	Chevron Corporation	1.554%	05/11/2025	178,135.52	102.37	176,076.08	2,672.88	1.52%	1,261.78
173,000	Us Bancorp	1.450%	05/12/2025	178,575.79	102.11	176,641.76	2,508.50	1.42%	1,177.17
81,000	Oracle Corp	2.950%	05/15/2025	88,312.96	106.78	86,488.08	2,389.50	2.76%	1,101.31
195,000	Bank Of America Corp	3.875%	08/01/2025	221,628.03	111.49	217,401.96	7,556.25	3.48%	1,878.51
158,000	Home Depot Inc	3.350%	09/15/2025	177,930.91	109.89	173,630.36	5,293.00	3.05%	665.32
<b>4,876,000</b>	<b>** Sub Totals **</b>			<b>5,094,856.03</b>		<b>5,151,553.76</b>	<b>141,145.38</b>	<b>2.74%</b>	<b>39,439.38</b>
	<u>Government Agency Securities</u>								
511,000	FHLMC	2.375%	01/13/2022	526,659.76	101.62	519,261.78	12,136.25	2.34%	3,627.31
365,000	Federal Natl Mtg Assn	2.875%	09/12/2023	368,865.65	106.28	387,907.48	10,493.75	2.71%	1,406.98
833,000	Federal National Mortgage As	2.500%	02/05/2024	837,375.35	106.05	883,370.36	20,825.00	2.36%	4,944.48
535,000	FNMA	2.625%	09/06/2024	555,656.57	107.33	574,235.84	14,043.75	2.45%	2,118.33
801,000	Federal Natl Mtg Assn	0.500%	06/17/2025	804,348.73	99.22	794,789.66	4,005.00	0.50%	1,487.89
717,000	Federal Natl Mtg Assn	0.500%	11/07/2025	716,053.56	98.83	708,618.19	3,585.00	0.51%	1,682.35
<b>3,762,000</b>	<b>** Sub Totals **</b>			<b>3,808,959.62</b>		<b>3,868,183.31</b>	<b>65,088.75</b>	<b>1.68%</b>	<b>15,267.34</b>
	<u>U.S. Treasury Notes &amp; Bonds</u>								
966,000	United States Treas N	2.000%	10/31/2021	968,711.16	100.97	975,358.61	19,320.00	1.98%	0.00
532,000	United States Treas Nts	1.625%	12/31/2021	532,783.05	101.03	537,485.98	8,645.00	1.61%	2,865.75
885,000	United States Treas Nts	1.750%	07/15/2022	888,242.61	101.99	902,630.97	15,487.50	1.72%	4,492.23
828,000	US Treasury N/B	1.750%	01/31/2023	829,574.18	102.79	851,093.75	14,490.00	1.70%	3,562.46
956,000	US Treasury Note	1.375%	06/30/2023	956,287.01	102.54	980,236.51	13,145.00	1.34%	4,357.46
745,000	U.S TREASURY N/B	2.875%	11/30/2023	770,926.57	106.73	795,113.17	21,418.75	2.69%	8,885.25
719,000	U.S. Treasury N/B	2.125%	03/31/2024	713,017.92	105.20	756,410.29	15,278.75	2.02%	1,252.36
1,010,000	US Treasury N/B	2.000%	04/30/2024	1,019,097.37	104.93	1,059,750.58	20,200.00	1.91%	0.00
529,000	United States Treas Nts	0.500%	03/31/2025	532,315.41	99.66	527,223.09	2,645.00	0.50%	216.80
539,000	United States Treas Nts	0.375%	01/31/2026	537,062.83	97.98	528,093.87	2,021.25	0.38%	496.94



# Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income
725,000	United States Treas Nts	0.750% 03/31/2026	721,912.95	99.56	721,828.13	5,437.50	0.75%	445.70
<b>8,434,000</b>	<b>** Sub Totals **</b>		<b>8,469,931.06</b>		<b>8,635,224.95</b>	<b>138,088.75</b>	<b>1.60%</b>	<b>26,574.95</b>
<b>17,195,890.98</b>	<b>** Grand Totals **</b>		<b>17,497,637.69</b>		<b>17,778,853.00</b>	<b>344,335.27</b>	<b>1.94%</b>	<b>81,282.56</b>

*Cash Summary*

<i>Principal Cash</i>	<b>-115,010.14</b>
<i>Income Cash</i>	<b>115,010.14</b>
<i>Invested Income</i>	<b>0.00</b>

## Account Transactions

Date	Description	Income	Principal	Carrying Value
	<i>Starting Balances</i>	\$ 83,544.01	\$ -83,544.01	\$ 17,895,366.29
	<u>Interest</u>			
04/12/2021	Interest MetLife Inc 3.6000% 04/10/24	1,440.00		
04/12/2021	Interest Deere John Capital Corp 3.6500% 10/12/23	2,938.25		
04/15/2021	Interest Comcast Corp New 3.7000% 04/15/24	2,941.50		
04/15/2021	Interest TJX Cos Inc New 3.5000% 04/15/25	2,800.00		
04/22/2021	Accrued Interest Received FHLMC 1.5000% 02/12/25	1,986.25		
04/27/2021	Purchase Accrued Interest United States Treas Nts 0.7500% 03/31/26	-401.13		
04/30/2021	Interest United States Treas N 2.0000% 10/31/21	9,660.00		
04/30/2021	Interest US Treasury N/B 2.0000% 04/30/24	10,100.00		
	<b>Sub Total</b>	<b>31,464.87</b>	<b>0.00</b>	<b>0.00</b>
	<u>Dividends</u>			
04/01/2021	Dividend Fidelity Gov Port III FCGXX Interest From 03/01/2021 To 03/31/2021	1.26		
	<b>Sub Total</b>	<b>1.26</b>	<b>0.00</b>	<b>0.00</b>
	<u>Buys</u>			
04/27/2021	Buy United States Treas Nts 0.7500% 03/31/26 725000 Par Val @ \$99.5742		-721,912.95	721,912.95
	<b>Sub Total</b>	<b>0.00</b>	<b>-721,912.95</b>	<b>721,912.95</b>

## Account Transactions

Date	Description	Income	Principal	Carrying Value
<u>Sells</u>				
04/22/2021	Sell FHLMC 1.5000% 02/12/25 Sold 681000 Par Val @ \$103.665 Cost Basis Removed \$705,639.15 Long Term Gain/Loss : \$319.50		705,958.65	-711,956.96
	<b>Sub Total</b>	<b>0.00</b>	<b>705,958.65</b>	<b>-711,956.96</b>
<u>Disbursements</u>				
04/12/2021	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Email dtd 4-12-21 per Sec 9 Custody Agmt Billing Period 4-1-21 to 4-30-21 Inv#0108230 Acct# 255-138705		-1,268.70	
	<b>Sub Total</b>	<b>0.00</b>	<b>-1,268.70</b>	<b>0.00</b>
<u>Cash Management</u>				
04/01/2021	Sweep - Buy Fidelity Gov Port III FCGXX 1.26 Par Val @ \$1.00		-1.26	1.26
04/12/2021	Sweep - Buy Fidelity Gov Port III FCGXX 3109.55 Par Val @ \$1.00		-3,109.55	3,109.55
04/15/2021	Sweep - Buy Fidelity Gov Port III FCGXX 5741.5 Par Val @ \$1.00		-5,741.50	5,741.50
04/22/2021	Sweep - Sell Fidelity Gov Port III FCGXX Sold 31190.93 Par Val @ \$1.00		31,190.93	-31,190.93
04/27/2021	Sweep - Buy Fidelity Gov Port III FCGXX 16821.75 Par Val @ \$1.00		-16,821.75	16,821.75
04/30/2021	Sweep - Buy Fidelity Gov Port III FCGXX 19760 Par Val @ \$1.00		-19,760.00	19,760.00

April 01, 2021 through April 30, 2021

Account Name : South Pasadena Custody

Account No : XXXXXXXXXX

# Account Transactions

Date	Description	Income	Principal	Carrying Value
<b>Sub Total</b>		<b>0.00</b>	<b>-14,243.13</b>	<b>14,243.13</b>
<i>Ending Balances</i>		<b>\$ 115,010.14</b>	<b>\$ -115,010.14</b>	<b>\$ 17,919,565.41</b>

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**Corporate Trust Services provided by Zions Bancorporation, N.A.  
Statement Disclosures & Other Important Information**

Please review your statement promptly and report any discrepancies immediately to your account administrator listed on the first page.

Market value information (including accrued income) furnished herein has been obtained from sources that Zions Bancorporation, N.A. believes to be reliable. Zions Bancorporation, N.A. makes no representation, warranty or guarantee, express or implied, that any quoted value necessarily reflects the proceeds that may be received on the sale of a security or asset. Securities and asset prices may vary from actual liquidation value and should only be used as general guide to portfolio value. Prices are received from various pricing services. However, pricing services are sometimes unable to provide timely information. Where pricing sources are not readily available, particularly on certain debt securities, estimated prices may be generated by a matrix system taking various factors into consideration.

**Securities, including mutual funds, are not bank deposits and are not FDIC insured, nor are they obligations of or guaranteed by Zions Bancorporation, N.A., its affiliates or of any federal or state government or government sponsored agency. Securities, including mutual funds, involve investment risks, including the possible loss of the principal amount invested.**

**Exhibit B-2**

**Funds and Investments  
Held by Contracted (Third) Parties  
April 30, 2021**

**2016 Water Revenue Bonds**

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
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**BNY Mellon Project Fund**

1	Cash		0.63	0.010%	0.63	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,296.65	0.250%	158,291.81	0.250%		1	
<b>Subtotal Cash &amp; Cash Equivalents</b>		0.41%	<b>158,297.28</b>	<b>0.250%</b>	<b>158,292.44</b>	<b>0.250%</b>		1	
<b>Total Project Fund</b>			<b>158,297.28</b>	<b>0.250%</b>	<b>158,292.44</b>	<b>0.250%</b>		1	
		2.70%			5,146,396.56				

**Exhibit C**

**April 30, 2021  
Investment Report**

**Summary of Invested Funds -- Last Day of the Month**

MONTH	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
JULY	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559
AUGUST	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219
SEPTEMBER	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138
OCTOBER	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753
NOVEMBER	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391
DECEMBER	10,185,282	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546
JANUARY	9,186,793	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939
FEBRUARY	9,184,331	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405
MARCH	9,126,552	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698
APRIL	11,130,863	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002
MAY	11,128,155	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	
JUNE	10,275,475	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	

**Regular City Council Meeting**  
**E-mail Public Comment 06/16/2021**

**AGENDA ITEM NO. 2**  
**General Public Comment**

1. Victoria Tan
2. Daphna Enzer
3. Vic Provenzano
4. Nichole Stepro
5. Susan Phifer; Sean Saraf; Ed Park; Harry Cosmatos
6. Heather Delman
7. Colin Singer
8. Lela Bissner
9. Mark Gallatin



From: Victoria Tan <[REDACTED]>  
Sent: Tuesday, June 8, 2021 7:55 PM  
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>  
Cc: Jon Primuth <jprimuth@southpasadenaca.gov>; Michael Cacciotti  
<mcacciotti@southpasadenaca.gov>; [REDACTED]  
Subject: Air and noise pollution

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

Recently, I learned of Councilmember Cacciotti's proposed ordinance banning gas powered leaf blowers in our city. This issue is of great interest to me as well as many SPas residents. I am therefore writing to request this matter be on the upcoming city council agenda.

Please keep me posted. Thank you.

Best regards,  
Victoria Tan

Sent from my iPhone

**From:** DaphnaAtHome <[REDACTED]>

**Sent:** Tuesday, June 8, 2021 10:20 PM

**To:** City Council Public Comment <ccpubliccomment@southpasadenaca.gov>

**Subject:** gas blowers

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I heard you proposed banning gas blowers in our city? That would be fantastic! I keep trying to get our gardeners to stop using them, but to no avail. Maybe the city would have more pull.

Daphna Enzer, S. Pas. resident

**From:** vic.provenzano <[REDACTED]>  
**Sent:** Wednesday, June 9, 2021 2:40 PM  
**To:** City Council Public Comment <ccpubliccomment@southpasadenaca.gov>  
**Subject:** Stop gas powered leaf blowers and hedgers

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.please put Councilmember Michael Cacciotti proposed an ordinance banning gas powered leaf blowers in our city on the agenda!!!

Sent from my T-Mobile 5G Device

From: Nicki Paluga <[REDACTED]>  
Sent: Thursday, June 10, 2021 10:34 PM  
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>  
Subject: Ban on gas leaf blowers

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Nichole Stepro and I'm a resident of South Pasadena. I live at [REDACTED], South Pasadena CA 91030.

I am writing to state my support of Councilmember Michael Cacciotti's proposal that an ordinance banning gas leaf blowers be passed. Gas leaf blowers are unhealthy and loud and bad for the environment! Please put this issue on the agenda!

Sincerely,  
Nichole Stepro

Sent from my iPhone

**From:** MMV BOD <[REDACTED]@com>

**Sent:** Friday, June 11, 2021 12:11 AM

**To:** City Council Public Comment <ccpubliccomment@southpasadenaca.gov>

**Cc:** MMV BOD <[REDACTED]>; Danny Padilla <[REDACTED]>

**Subject:** Reaching a Cooperative Agreement Among the Members of the Mission Meridian Village POA

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To South Pasadena City Council and City Manager, **Ms. Chaparyan**

We would like to brief you on the special situation regarding the Mission Meridian Village (MMV) complex next to the Mission Metro station. As you may or may not know, Mission Meridian Village was built in 2005 as a result of a historic public-private partnership to utilize existing Metro property for transit-oriented development. In fact, MMV won a number of awards for its design, and the City has repeatedly pointed to MMV as a model for smart development, including it as a stop in dozens of tours for visiting officials over the years.

MMV is comprised of three components--residential (67 units), commercial (including Heirloom Bakery and Snap Fitness), and public (the parking garage). While the CC&Rs define these members and their responsibilities in general, they were based on a commonplace template that either does not address certain specific issues or contain contradictory and ambiguous language that is subject to multiple interpretations.

Over the years, we have tried to engage the City to discuss a number of ongoing and unresolved issues between the City of South Pasadena and the rest of the POA. . The Board believes it is our fiduciary duty to clarify and resolve certain understandings and interpretations of the CC&Rs and the overarching public-private partnership in a way that seems reasonable and agreeable to all so that we may move forward as partners.

Among the issues where there is lack of clarity and agreement are:

- Responsibility for and management of the public garage and associated health and safety issues,
- Amount of POA dues to be paid and the proper proportion for each POA member for shared budget items such as electricity charges,
- Responsibility for the Emergency Generator in the public garage,
- Maintaining clear and open lines of communication to address new and emerging issues that affect the entire POA.

As was mentioned above, we have tried to engage with City staff and the prior City Manager to address these concerns, sending numerous emails and letters, but to little to no avail. The POA Board would like to meet with you to discuss the background and specifics of these various misunderstandings and disagreements. Hopefully with your help and the new City leadership, we will be able to resolve these important outstanding issues through communication and dialogue without having to resort to more serious measures such as legal action. We are attaching the more recent letters to the City and responses to provide a preliminary overview. We hope you will review this correspondence and meet with us for a positive conversation about these issues in the not-too-distant future.

We sincerely look forward to meeting with you and hope that we can work toward a mutual agreement among the members of the POA and move forward in a sustainable and cooperative manner.

This letter was sent May 11, 2021 to our Councilman Jack Donovan.  
Some examples of past correspondence attached.

Sincerely,  
Mission Meridian Village POA Board of Directors  
Susan Phifer  
Sean Saraf  
Ed Park  
Harry Cosmatos

CC: Danny Padilla  
Property Manager

*Mission Meridian Homeowner Association Board*  
[Redacted] *[Sent electronically]*

Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Toll Free: [REDACTED]

Author E-mail: [REDACTED]

July 29, 2019

**VIA EMAIL AND REGULAR US MAIL**

[thighsmith@chwlaw.us](mailto:thighsmith@chwlaw.us)

Ms. Teresa L. Highsmith, Esq.  
South Pasadena City Attorney  
1414 Mission Street  
South Pasadena, CA 91030  
[thighsmith@chwlaw.us](mailto:thighsmith@chwlaw.us)

Ms. Stephanie DeWolfe  
South Pasadena City Manager  
1414 Mission Street  
South Pasadena, CA 91030  
[cmoffice@southpasadenaca.gov](mailto:cmoffice@southpasadenaca.gov)

**Re: MISSION MERIDIAN VILLAGE PROPERTY OWNERS ASSOCIATION  
City Parking Garage and Assessment Responsibility**

Dear Ms. Highsmith:

As you know, this Office represents Mission Meridian Village Property Owners Association (the "Property Owners"). This is to follow up on previous correspondence with the City of South Pasadena ("City"), including the Property Owner's most recent March 28, 2019 letter. Please contact me with any questions or updates on these issues.

The City correspondence continues to make it clear that the Property Owners point of view is not a priority in the decision-making process with Mission Meridian Village. Repeatedly, the Property Owners have pleaded with the City to sit down and discuss reasonable solutions to collective needs. The City's response is to push the Property Owners to bear a greater share of what is an ever increasing operating budget. The garage generator is only the latest example.

The City's ownership of a module within Mission Meridian Village requires it to maintain the module, in order to fulfill its obligations to the community. The condominium plan, the CC&Rs, and the overall design of the community demand that all owners share in this cost to benefit all owners and to preserve the value of the collective property interests. The Association maintains responsibility for components of the Common Area, except those utility installations and outlets located within the Unit. It is clear from Paragraph 4, as well as the CC&Rs in Section 9.3 require the City to maintain equipment and improvements serving Module F, which is designed for public parking use by the City. The City must maintain the generator in order for it to fulfill its obligations under the governing documents. The Property Owners cannot simply let any Owner opt out of contribution to maintain their property, despite the financial pressure that it creates on the individual owner, the business, or the City.

Once again, the Property Owners do believe that global resolution on all matters is preferred and agrees that it will take the cooperation of all parties to achieve such resolution. The Property Owners, its management company, and its Board of Directors are willing to continue this dialogue,

Ms. Teresa L. Highsmith, Esq.  
Re: Mission Meridian Property Owners Association  
July 29, 2019  
Page 2

but polite requests for meetings with the City have gone ignored. The Property Owners hereby demand a request for an in person meeting, either with or without counsel present, to further the dialogue and move toward resolution.

Please respond no later than September 1, 2019 with dates in the month of September where the City can set aside up to 2 hours to meet and discuss this issue. The Property Owners commit to sending representatives authorized to accept City proposals, and ask the City to do the same. The Property Owners hope to avoid the need to request alternative dispute resolution, and believes that both the City and the Property Owners can be best served by working through this matter directly.

If you need any additional information, please do not hesitate to contact this office. I look forward to your continued cooperation.

Very truly yours,

**RICHARDSON | OBER PC**



Matthew A. Gardner

MAG:mag  
Enclosures

Cc: Board of Directors





Telephone:  
Facsimile:  
Toll Free:



Author E-mail:



March 28, 2019

**VIA EMAIL AND REGULAR US MAIL**

*sdewolfe@southpasadenaca.gov*

Ms. Stephanie DeWolfe  
South Pasadena City Manager  
1414 Mission Street  
South Pasadena, CA 91030  
*cmoffice@southpasadenaca.gov*

**Re: MISSION MERIDIAN VILLAGE PROPERTY OWNERS ASSOCIATION  
City Parking Garage and Assessment Responsibility**

Dear Ms. DeWolfe:

This Office represents Mission Meridian Village Property Owners Association (the "Property Owners"). This is to follow up on previous correspondence with the City, including your most recent December 4, 2018 letter. Please contact me with any questions or updates on these issues.

Your December 4, 2018 letter provides a brief summary of the outstanding issues and proposes several longer-term solutions to resolving some mutual challenges. The Property Owners do believe that global resolution on all matters is preferred and agrees that it will take the cooperation of all parties to achieve such resolution. Below are the comments that represent the Property Owners' feedback on your proposals

**Solution II. Alternative Solution – Amendment to the CC&Rs.**

The Property Owners agree that the CC&Rs are binding as to all parties. The challenge from the Property Owners' perspective hinges on its ability to satisfy the maintenance obligations required by the CC&Rs. While much of those maintenance obligations and payments were outlined in the original document, not all of the obligations were clearly defined. So, while the Property Owners share the City's desire to prepare a budget consistent with the original documents, the Property Owners must also contend with the reality of operation and obligations as they exist today. The 2005 documents do not represent the entirety of the communities' budgeting needs.

Ms. Stephanie DeWolfe  
Re: Mission Meridian Property Owners Association  
March 28, 2019  
Page 2

To recognize today's challenges, the Property Owners are asking that the City agree to cover some portions of the unanticipated expenses. For instance, some of the conversations and discussions about components have included ventilation fans and elevators. The Property Owners believe that this can be the beginning of an updated document that acknowledges those share responsibilities. Through a mutual discussion, the parties can arrive at a draft amendment that is agreeable, and will record the updated percentages that more accurately reflect today's reality of planning and budgeting. Moving forward, all parties will then be able to rely on the recorded CC&Rs (and amendments) as an accurate reflection of responsibilities. The Property Owners consider this option the best designed to meet the long-term needs and interests of all concerned.

The remaining recommendations and proposals all acknowledge the need for clearer documents, but will probably lead to future disputes.

The Property Owners agree that the City's payments don't reflect the CC&Rs. However, the CC&Rs also do not reflect current needs within the community. As mentioned above, an amendment is the only means to achieve an effective "global resolution."

The offer to pay the direct cost of the electric meter in Recommendation #1 is evidence of that challenge. While it is certainly a good demonstration of the City's commitment toward sharing these important obligations, it only allows for a partial solution. The acknowledgement of the missing items like the electrical payments that shows the need for a larger overhaul of the parties' shared responsibilities. The Property Owners believe that can be better accomplished through Recommendation 1.

The request for the Property Owners to reimburse the City ignores the reality that the Property Owners are not in a position to continue to shoulder increased cost of utilities and maintenance without the assistance of the City. Asking the Property Owners to reimburse the City for repairs would only lead to the Property Owners being reimbursed for its maintenance of the City garage and utility costs. Ultimately, this proposal will not allow the Property Owners and the City to cooperate on other important maintenance items moving forward. As the City's fixed payment will not permit a detailed investigation into maintenance, the Property Owners would again be forced to come back and request additional payments as costs continue to climb.

Finally, the request to zero out both accounts leaves both the City and the Property Owners in a difficult position. Both the City and the Property Owners need an accurate picture of financial obligations in order to have effective budgets for their constituents. Zeroing out past balances does not offer any resolution, as all of the liabilities discussed above will once again begin to be imposed against the account. Eventually, the parties will once again be discussing how to resolve this with new numbers representing the same concerns.

The Property Owners, its management company, and its Board of Directors are willing to continue this dialogue. While the Property Owners acknowledge that an amendment involves time and cost, it will be the process that best represents the collaboration needed to continue this relationship. As the parties are bound as partners in this community, it is important to ensure that they can continue to work tougher to resolve these disputes in the best interest of South Pasadena. The Property Owners believes that the amendment process is best designed to give all parties appropriate representation and say in setting future obligations.

Ms. Stephanie DeWolfe  
Re: Mission Meridian Property Owners Association  
March 28, 2019  
Page 3

Please let us know what date in April is acceptable, and the community will bring the necessary documents and representatives to begin this process.

We appreciate your attention to this important issue and look forward to meeting with you to discuss details. If you have any questions or comments concerning the foregoing, please do not hesitate to contact me.

Very truly yours,

**RICHARDSON | OBER PC**



Matthew A. Gardner

MAG:mag  
Enclosures

Cc: Board of Directors



**CITY OF SOUTH PASADENA**  
MANAGEMENT SERVICES DEPARTMENT  
1414 MISSION STREET, SOUTH PASADENA, CA 91030  
TEL: (626) 403-7210 • FAX: (626) 403-7211  
WWW.SOUTHPASADENACA.GOV

April 15, 2019

Mission Meridian Village Property Owners Association  
c/o Danny Padilla  
Cardinal Management Group



**Re: Mission Meridian Village Parking Garage Generator**

Dear Mr. Padilla and Mission Meridian Village Property Owners Association,

The City of South Pasadena (City) would like to acknowledge receipt of the letter submitted by the Property Owners Association on March 28, 2019. Staff is evaluating possible alternatives to develop an appropriate response.

In the meantime the City has solicited proposals and cost estimates for the replacement of the existing emergency generator, which serves the common areas of the Mission Meridian Parking garage. Specifically, the generator covers all egress lighting, parking lot lighting and all elevators. This project is estimated to cost approximately \$85,000. All work is expected to be completed by July 2019. Based on the CC&Rs, the reserve account is designed to fund the cost of replacing the emergency generator among other important infrastructure needs. This reserve account is supported by monthly installments from the residents, the commercial units and the City's share (34.41%) and has a healthy balance of \$680,000 per the 2019 fiscal year budget letter. Once the work has been completed, the City will provide you an invoice for reimbursement of the cost of the generator replacement.

If you have any questions, please contact Margaret Lin, Manager of Long Range Planning and Economic Development, at [mclin@southpasadenaca.gov](mailto:mclin@southpasadenaca.gov) or (626) 403-7236.

Sincerely,

Stephanie DeWolfe  
South Pasadena City Manager

cc: Joseph Zanetta, POA Board President  
Teresa L. Highsmith, South Pasadena City Attorney



**CITY OF SOUTH PASADENA**  
MANAGEMENT SERVICES DEPARTMENT  
1414 MISSION STREET, SOUTH PASADENA, CA 91030  
TEL: (626) 403-7210 • FAX: (626) 403-7211  
WWW.SOUTHPASADENACA.GOV

December 4, 2018

Mission Meridian Village Property Owners Association  
c/o Danny Padilla  
Cardinal Management Group  
[REDACTED]

**Re: Mission Meridian Village Operating Budget Recommendations**

Dear Mr. Padilla and Mission Meridian Village Property Owners Association,

The City of South Pasadena (City) has carefully reviewed the documents provided by Cardinal Management Group (Cardinal) and past records to address the ongoing budgetary and contractual discrepancies. Unfortunately, the information provided by Mission Meridian Village Property Owners Association has been limited. Additionally, it does not appear that the budget and distribution of expenses at Mission Meridian Village (MMV) have been consistent with the governing document, the Conditions, Covenants & Restrictions (CC&Rs), which were established in 2005 and amended in 2006. Considering these limitations and the real need to move forward in a productive and transparent manner, the City proposes a global solution with a set of recommendations to the Property Owners Association (POA). We believe our recommendations resolve the disputes regarding the obligations of both parties.

**I. Global Solution Implementing the Following Four Recommendations:**

**Recommendation #1 – Revise the City’s monthly payments to reflect the CC&Rs**

The assessments recorded in the original CC&Rs and subsequent amendments are legally binding. As such, the POA should revise its monthly invoicing of the City to precisely match the percentage allocations identified in the CC&Rs. All parties signed the CC&Rs fully accepting the responsibilities applicable to each Owner, including the City. The City believes this is an easy and transparent approach for all future staff and Owners to understand and follow. Beginning January 2019, the City requests that Cardinal prepare the *Annual Budget* and the *Statement of Accounts* for operation and maintenance costs in compliance with the CC&Rs second amendment (2006) The City has prepared Attachment 1, which re-calculates the 2018 Cardinal Budget using the correct City CC&R percentage allocations.

### **Recommendation #2—City will volunteer to reimburse actual costs of its electric use**

The CC&Rs do not allocate any percentage of electricity charges to the City for the MMV Parking Garage. Accordingly, there is no legal basis to seek the city's payment of same and the existing fixed monthly electricity charges of \$1,376 must be eliminated. Nonetheless, as part of a global solution, the City is willing to reimburse the POA for the actual direct costs related to the 805 Meridian meter, which is the meter supporting the MMV City Parking Garage. The City recommends that POA bill the City directly for the meter charge (with copies of the actual invoice from SCE), as a separate bill from the monthly assessments. For example, during the months of December 2017 through October 2018, the average cost of electric service for the Meridian meter was \$280 (see Attachment 2).

### **Recommendation #3 – The POA must reimburse the City for services and repairs**

The City requests reimbursement for repairs and maintenance of common area property. On a regular basis, the City maintains and repairs the sump pump, the emergency generator, conducts fire alarm testing and fire sprinkler recertification. This work serves the entire property and absent the City's contribution, the POA would have to contract with a private vendor for maintenance services. As such, the City should receive reimbursement for maintaining components that equally benefit the Commercial, Residential and City units. From henceforth, the City will present the POA with an invoice as services are rendered. Please issue payments via check payable to the City of South Pasadena within 30 days of the invoice date.

### **Recommendation #4 – Zero out both accounts**

On multiple occasions, over the course of several years, the City has expressed concerns regarding incorrect assessments by the POA beyond what the CC&Rs authorize. To resolve this lengthy dispute, the City is willing to forgo reimbursement from the POA for past incorrect charges; and costs associated with multiple repairs and regular maintenance (see Recommendation #3 above) completed by the City in the last decade, in exchange for the POA's reciprocal balance sheet corrections. Our goal is to create a clean start for both parties by agreeing to zero out both accounts.

Due to a history of multiple incorrect assessments (see Attachment 1 for an example) and a lack of reimbursements for its work, the over \$200,000 in arrears the POA attributes to the City is inaccurate. Unless the MMV POA solicits the services of a forensic accountant, with HOA expertise, to conduct an investigation that quantifies all past and current irregularities in the City's payments, it is recommended that each party zero out its balance sheet. If you are amenable to this solution, both parties would agree to start the 2019 Budget with a clean slate where neither party claims any amount owed by the other. Otherwise, both parties will be forced to hire forensic accountants and possibly incur legal fees to resolve our differences.

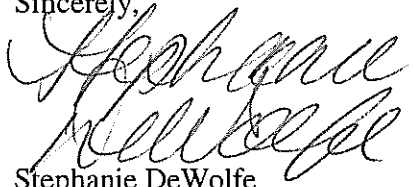
## **II. Alternative Solution – Amendment to the CC&Rs**

An alternative solution is to have all parties work together to amend the CC&Rs. This is a serious decision that should not be taken lightly as it involves a lengthy, and often complicated, process with City staff and POA volunteers committing a considerable amount of time and legal

resources. While amending the CC&Rs is one way of resolving the multiple issues on a going forward basis, such an amendment cannot be applied reciprocally to correct the past errors and therefore, we do not recommend this approach. Our aforementioned solution implementing all four recommendations offers a simple global resolution that is preferable and clear for all parties.

The City appreciates your willingness to resolve these long-standing issues. Promoting transparency and collaboration is our foremost priority. We hope you find the City's proposals reasonable and amenable. The City is committed to the success of the MMV and looks forward to our continued partnership.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stephanie DeWolfe".

Stephanie DeWolfe  
South Pasadena City Manager

cc: Joseph Zanetta, POA Board President  
Teresa L. Highsmith, South Pasadena City Attorney

**Attachment 1 - Budget and CC&Rs Comparison**

Component Part	Cardinal Management 2018 Budget (Percent Allocation)	Cardinal Management 2018 Budget (Dollar Amount)	CC&Rs Authorized City Allocation (Percent Allocation)	CC&Rs Authorized City Allocation (Dollar Amount)
Taxes	2.80%	\$23.00	0.00%	\$0.00
Insurance	32.55%	\$12,044.00	31.65%	\$11,711.00
Local License & Inspection Fee	34.41%	\$17.00	34.41%	\$17.00
Electricity**	100%	\$16,512.00	0.00%	\$0.00
Elevator Maintenance (City/Commercial)	92.08%	\$3,407.00	0.00%	\$0.00
Concrete Drives/Walkways	9.50%	\$95.00	0.00%	\$0.00
Concrete Drives/Walkways (Reserve & Operating)	0.00%	\$0.00	6.88%	\$481.60
Reserve Study	34.41%	\$344.00	34.41%	\$344.00
Minor Repairs	9.50%	\$2,374.00	6.88%	\$1,720.00
Pest Control	9.50%	\$285.00	6.88%	\$206.40
Security Services	9.50%	\$380.00	6.88%	\$275.20
Management Fee	4.12%	\$741.60	2.82%	\$508.00
Postage	4.12%	\$42.20	0.00%	\$0.00
Photocopying	4.12%	\$41.20	0.00%	\$0.00
Administrative Expenses	4.12%	\$12.36	0.00%	\$0.00
Legal Services	34.41%	\$1,376.00	34.41%	\$1,376.00
Accounting	34.41%	\$688.00	34.41%	\$688.00
Education*	0.00%	\$0.00	34.41%	\$0.00
Misc. Office Expenses	34.41%	\$344.10	34.41%	\$344.10
Exterior Paint and Maintenance (Reserve)	2.21%	\$707.20	1.48%	\$473.60
Roof (Reserve)	34.41%	\$8,603.00	34.41%	\$8,603.00
Elevator Replacement (Reserve)	92.08%	\$1,657.44	0.00%	\$0.00
Concrete Drives/Walkways (Reserve)	9.50%	\$570.00	0.00%	\$0.00
Sump Pump (Reserve)*	0.00%	\$0.00	34.41%	\$0.00
Emergency Generator Maintenance*	0.00%	\$0.00	34.41%	\$0.00
Emergency Generator (Reserve)*	0.00%	\$0.00	34.41%	\$0.00
<b>TOTAL</b>		<b>\$50,264.10</b>		<b>\$26,747.90</b>

\* Items are unfunded in the Cardinal Management Budget  
 \*\* See the City's letter regarding the proposed electricity payment







October 25, 2019

**VIA EMAIL AND REGULAR US MAIL**

[thighsmith@chwlaw.us](mailto:thighsmith@chwlaw.us)

Ms. Teresa L. Highsmith, Esq.  
South Pasadena City Attorney  
1414 Mission Street  
South Pasadena, CA 91030  
thighsmith@chwlaw.us

Ms. Stephanie DeWolfe  
South Pasadena City Manager  
1414 Mission Street  
South Pasadena, CA 91030  
cmoffice@southpasadenaca.gov

Re: *MISSION MERIDIAN VILLAGE PROPERTY OWNERS ASSOCIATION  
City Parking Garage and Assessment Responsibility*

Dear Ms. Highsmith:

Thank you for the recent correspondence from South Pasadena City Manager Ms. Stephanie DeWolfe addressing my client’s July 29, 2019 letter requesting a meeting. I wanted to confirm that I have received the letter dated September 17, 2019. There were two brief comments I wanted to pass along without addressing all of the substantive matters discussed in the letter.

First, I appreciate clarification from Marisol Romero on the error regarding the date of the correspondence. I’m sure you can understand how that might cause confusion and concern, both within my office, and with my client. It was odd that after a period of almost 3 weeks, that the date was not revised to reflect its current status or date. Fortunately, I was able to pass along the email confirming that, despite the City’s response letter being dated September 17, 2019, it was not either mailed out or emailed to my attention until October 8, 2019.

Second, the letter contains a surprising request to recover the cost of the repairs related to the generator based on a letter from the AQMD. As far as I am aware, this is the first time either the Board or I were notified that AQMD reached out to the City for assistance in resolving this concern. If the AQMD request was previously shared with me or the POA, I would appreciate the City passing that correspondence or demand along to this office. I’m sure you can understand why my client is surprised that the City is now asking for payment after waiting over 2 years to share this information.

Before we respond in greater detail or set a date to facilitate a more productive meeting, the POA will want to review this new information and your request. Although, I’m disappointed that we seem to be widening rather than narrowing areas of disagreement, please know that the POA will continue to make attempts to work toward a more collaborative outcome. As soon as we have a substantive response, I will send it along for your review.

MAILING ADDRESS



TEL: [Redacted]

Ms. Theresa L. Highsmith, Esq.  
Re: Mission Meridian Village Property Owners Association  
October 25, 2019  
Page 2

Very truly yours,

**RICHARDSON | OBER | DeNICHILLO**

A handwritten signature in blue ink, appearing to read "Matthew A. Gardner", with a stylized flourish at the end.

Matthew A. Gardner  
MAG:mag



RICHARDSON|OBER PC

Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Toll Free: [REDACTED]

Author E-mail: [REDACTED]

February 7, 2018

**VIA EMAIL AND REGULAR US MAIL**

*sdewolf@southpasadenaca.gov*

Ms. Stephanie DeWolfe  
South Pasadena City Manager  
1414 Mission Street  
South Pasadena, CA 91030  
*cmoffice@southpasadenaca.gov*

**Re: MISSION MERIDIAN VILLAGE PROPERTY OWNERS ASSOCIATION  
City Parking Garage and Assessment Responsibility**

Dear Ms. DeWolfe:

This Office represents Mission Meridian Village Property Owners Association (the "Property Owners"). This is to follow up on previous correspondence with the City, including your most recent January 25, 2018 letter. Please contact me with any questions or updates on these issues.

Your January 25, 2018 letter asks for disclosures reflecting additional budget information. Cardinal Management has previously provided those documents for your review. However, those documents are enclosed again to satisfy your request. To the extent that additional documentation is forthcoming, I will ask Cardinal Management to forward it on for your review.

Your January 25, 2018 letter also addresses a continuing revelation that the Property Owners and the City need to sit down in person and discuss. Previous communication with the City, and its representatives, have made it clear that the CC&Rs reflected what the City and the developer envisioned this community to be. For instance, the City continues to request information for budgeting for Garage card readers and gate attendants. This very issue is one that the Association cannot tackle alone, or without the support of the City. It is in fact the central point of the previous letter this office addressed in August 2017. The Property Owners are facing significantly different challenges than those envisioned when this development was completed in 2007. The CC&Rs do not reflect the document that the Property Owners, including the City, need today to effectively serve the members of the community, or the City it serves.

The City's participation and funding is a crucial part of the community function this project provides. While the Property Owners remains willing to undertake the lead role in the budgeting process, it needs a financial commitment from the City to move forward with those very items that the City does not see reflected in the current budget. In short, the Property Owners shares the challenge of the City of South Pasadena in combating challenges in a fiscally responsible way. The Property Owners believes that a continued financial commitment from the City is the only way that the

Ms. Stephanie DeWolfe  
Re: Mission Meridian Property Owners Association  
February 7, 2018  
Page 2

Property Owners can meet its obligations to the residential members, while continuing to serve the surrounding community.

The Property Owners would like to confirm a commitment for the month of March, 2018. A time to once again sit down, communicate its intentions, and answer any questions about how these two parties can work together to achieve these common goals. The Property Owners will commit to providing all of the documents in advance, as well as bringing updated copies of the financials at the meeting in March. Then the City and the Property Owners representatives can discuss their respective needs. A commitment to work with the entire community and surrounding cities would once again demonstrate South Pasadena's leading role in facing difficult challenges.

The Property Owners, its management company, and its Board of Directors are willing to continue this dialogue at your convenience. Please let us know what date in March is acceptable, and the community will bring the necessary documents and representatives to demonstrate its commitment to this relationship.

We appreciate your attention to this important issue and look forward to meeting with you to discuss details. If you have any questions or comments concerning the foregoing, please do not hesitate to contact me.

Very truly yours,

**RICHARDSON | OBER PC**

Matthew A. Gardner

MAG:mag  
Enclosures

Cc: Board of Directors



# Mission Meridian Village POA

## Income/Expense Statement

Budget spreadsheet Start date: 01/01/17 (Next Year)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
<b>Insurance</b>													
Insurance Fire/Liability	3583	3583	3583	3583	3583	3583	3583	3583	3583	3583	3583	3583	43000
<hr/>													
Insurance	3583	3583	3583	3583	3583	3583	3583	3583	3583	3583	3583	3583	43000
<b>Utilities</b>													
Trash Residential	1298	1298	1298	1298	1298	1298	1298	1298	1298	1298	1298	1298	15570
Trash Commercial	203	203	203	203	203	203	203	203	203	203	203	203	2430
Electricity Residential	2292	2292	2292	2292	2292	2292	2292	2292	2292	2292	2292	2292	27500
Electricity City	1376	1376	1376	1376	1376	1376	1376	1376	1376	1376	1376	1376	16512
Telephone	550	550	550	550	550	550	550	550	550	550	550	550	6600
Water & Sewer	3333	3333	3333	3333	3333	3333	3333	3333	3333	3333	3333	3333	40000
<hr/>													
Utilities	9051	9051	9051	9051	9051	9051	9051	9051	9051	9051	9051	9051	108612
<b>Reserve Allocation</b>													
Transfer to Reserves	4930	4930	4930	4930	4930	4930	4930	4930	4930	4930	4930	4930	59158
<hr/>													
Reserve Allocation	4930	4930	4930	4930	4930	4930	4930	4930	4930	4930	4930	4930	59158
<b>TOTAL EXPENSES</b>	<b>26806</b>	<b>26806</b>	<b>26806</b>	<b>26806</b>	<b>26806</b>	<b>26806</b>	<b>26806</b>	<b>26806</b>	<b>26806</b>	<b>26806</b>	<b>26806</b>	<b>26806</b>	<b>321675</b>
<b>CURRENT YEAR NET INCOME/</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

**STATEMENT OF ACCOUNT**

000102

September 8, 2017

MISSION MERIDIAN STATION LLC  
C/O CARDINAL MGMNT  
1260 HUNTINGTON DR STE 104  
SOUTH PASADENA CA 91030-4561

Customer Account #: XXXXXXXXXX

Trans Date	Current Bill	Previous Balance	Payment	Credit/Debit	Description	BALANCE
1/15/2016			\$2,167.96		Payment	\$0.
1/28/2016	\$2,178.90					\$2,178.90
2/11/2016			\$2,178.90		Payment	\$0.
2/27/2016	\$1,966.43					\$1,966.43
3/10/2016			\$1,966.43		Payment	\$0.
3/30/2016	\$2,005.48					\$2,005.48
4/7/2016			\$2,005.48		Payment	\$0.
4/28/2016	\$1,810.43					\$1,810.43
5/19/2016				\$13.48	Late Pynt Chrg	\$1,823.91
5/19/2016			\$1,810.43		Payment	\$13.48
5/27/2016	\$1,747.24	\$13.48				\$1,760.72
6/15/2016			\$1,760.72		Payment	\$0.
6/28/2016	\$2,084.98					\$2,084.98
7/11/2016			\$2,084.98		Payment	\$0.
7/28/2016	\$2,472.60					\$2,472.60
8/11/2016			\$2,472.60		Payment	\$0.
8/26/2016	\$2,114.93					\$2,114.93
9/16/2016				\$15.74	Late Pynt Chrg	\$2,130.67
9/19/2016			\$2,114.93		Payment	\$15.74
9/27/2016	\$2,173.48	\$15.74				\$2,189.22
10/7/2016			\$2,189.22		Payment	\$0.
10/27/2016	\$1,846.02					\$1,846.02





SOUTHERN CALIFORNIA  
**EDISON**<sup>®</sup>

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11/15/2016			\$1,846.02		Payment	\$0.
11/29/2016	\$1,583.45					\$1,583.45
12/12/2016			\$1,583.45		Payment	\$0.
12/28/2016	\$1,647.29					\$1,647.29
1/10/2017			\$1,647.29		Payment	\$0.
1/27/2017	\$1,888.28					\$1,888.28
2/7/2017			\$1,888.28		Payment	\$0.
2/28/2017	\$1,786.31					\$1,786.31
3/14/2017			\$1,786.31		Payment	\$0.
3/29/2017	\$1,862.65					\$1,862.65
4/11/2017			\$1,862.65		Payment	\$0.
4/28/2017	\$1,648.83					\$1,648.83
5/15/2017			\$1,648.83		Payment	\$0.
5/27/2017	\$1,564.77					\$1,564.77
6/13/2017			\$1,564.77		Payment	\$0.
6/28/2017	\$2,088.45					\$2,088.45
7/13/2017			\$2,088.45		Payment	\$0.
7/28/2017	\$2,061.26					\$2,061.26
8/8/2017			\$2,061.26		Payment	\$0.
8/26/2017	\$1,969.93					\$1,969.93



United Technologies

OTIS MAINTENANCE

DATE: 05/05/2017

TO: Mission Meridian Village  
C/O Cardinal Management Group

FROM: Otis Elevator Company

EQUIPMENT LOCATION: Mission Meridian Village

Maritza Rubio  
Phone:  
Fax:

PROPOSAL NUMBER: AI2159

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
4	HYDRAULIC	OTIS ELEVATOR COMPANY	ELV 1	479291
			ELV 2	479292
			ELV 3	479293
			ELV 4	479294

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.

- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

## **RELIABILITY**

### **PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

### **PARTS INVENTORY**

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

### **QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

## **RESPONSIVENESS**

### **24-HOUR DISPATCHING**

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

## **COMMUNICATION**

### **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

### **REPORTS – eSERVICE**

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

## **SAFETY AND ENVIRONMENT**

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### **SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

### **FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

### **SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

### **MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

### **SHARED RESPONSIBILITY**

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on

the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

## **WORK SCHEDULE**

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### **NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

### **OVERTIME**

Callbacks outside of regular working hours will be billed at standard overtime rates.

## **OWNERSHIP AND LICENSES**

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### **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

### **OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

### **OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

### **NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

## **THE UNITS**

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It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

## CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

#### **ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

#### **SPECIAL PROVISIONS**

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

##### **Otis REM® Maintenance**

We will provide Otis REM Maintenance on the applicable units.

We will provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis. The system will notify our OTISLINE® dispatching center that a Unit is inoperative by sending a message via telephone line. Upon the receipt of such message, we will either notify your on-site representative or initiate the dispatch of our personnel for emergency minor adjustment callback service during regular working hours of our regular working days for the mechanics who perform the service.

We will collect data on the equipment condition including, but not limited to, door operation, leveling and whether the operation of a Unit has been interrupted.

That information will be used to tailor the Otis Maintenance Management System<sup>SM</sup> preventive maintenance program for the Unit(s).

You will furnish us at your expense, one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at our OTISLINE dispatching center. The telephone line may be a separate line dedicated to the REM maintenance equipment or may be an existing line that is shared between another telephone and the REM maintenance equipment.

## **CONTRACT PRICE AND TERM**

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### **CONTRACT PRICE**

**One thousand twenty dollars (\$ 1,020.00 ) per month, payable Quarterly**

### **PRICE ADJUSTMENT**

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

#### **A. Material**

**One hundred two dollars (\$ 102.00 )** of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **02/01/2017** which was **203.900**.

#### **B. Labor**

**Nine hundred eighteen dollars (\$ 918.00 )** of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2017** which was **91.243**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

### **TERM**

The Commencement Date will be 06/01/2017.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional one (1) year unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each first anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current one (1) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

### **Nonperformance Clause**

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

## **PAYMENTS**

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Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

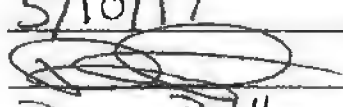
THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Maritza Rubio  
Title:  
E-mail: maritza.rubio@otis.com

Accepted in Duplicate

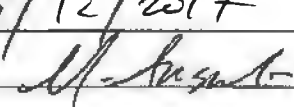
**CUSTOMER**

Approved by Authorized Representative

Date: 5/10/17  
Signed:   
Print Name: - Danny Padilla  
Title: - Mgr  
E-mail: - dannypp@cardinalmg.com  
Name of Company: - Cardinal

**Otis Elevator Company**

Approved by Authorized Representative

Date: 5/12/2017  
Signed:   
Print Name: Matt Angulo  
Title: Branch Service Sales Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: Mickie Meridian  
(Name of Principal or Owner)



**BILL TO INFORMATION**

Company Name: Cardinal Mount  
Address: [REDACTED]  
Address 2: [REDACTED]  
City: S. Pasadena  
State: CA  
Zip Code: 91030

**ACCOUNTS PAYABLE CONTACT**

Name: Adrian Ryan  
Phone Number: [REDACTED]  
Fax Number: [REDACTED]  
E-mail: [REDACTED]

**TAX STATUS**

Are you tax exempt?  Yes  No  
If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes  No

If yes, please provide contact info for PO renewal:

Name: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes  No   
If yes, please provide blank check for bank routing and account information.

Mission Meridian Village POA

Balance Sheet  
As of 09/30/17

ASSETS

Mutual of Omaha Operating	\$ 4,822.83	
Mutual of Omaha Reserves	119,167.18	
Bank of America CD Acct	80,439.93	
Commercial Bank Reserves	342,271.41	
Ever Bank Acct	84,716.24	
New Bank of America CD	100.00	
	<hr/>	
TOTAL ASSETS		\$ 631,517.59
		=====

LIABILITIES & EQUITY

CURRENT LIABILITIES:		
Prepaid Dues	\$ (2,400.24)	
	<hr/>	
Subtotal Current Liab.		\$ (2,400.24)
RESERVES:		
Reserves	\$ 626,692.25	
	<hr/>	
Subtotal Reserves		\$ 626,692.25
EQUITY:		
Retained Earnings	\$ 9,166.10	
Current Year Net Income/(Loss)	(1,940.52)	
	<hr/>	
Subtotal Equity		\$ 7,225.58
TOTAL LIABILITIES & EQUITY		\$ 631,517.59
		=====

# Mission Meridian Village POA

## Income/Expense Statement Period: 09/01/17 to 09/30/17

Description	Current Period			Year-To-Date			Yearly Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>INCOME:</b>							
Homeowners Dues	26,339.76	22,833.42	3,506.34	247,736.23	205,500.78	42,235.45	274,001.03
Commercial, SP & City Income	.00	3,972.83	(3,972.83)	.00	35,755.47	(35,755.47)	47,673.97
Interest Income	.00	.00	.00	6.99	.00	6.99	.00
Key Income	.00	.00	.00	45.00	.00	45.00	.00
Move In/Out Income	.00	.00	.00	200.00	.00	200.00	.00
<b>Subtotal Income</b>	<b>26,339.76</b>	<b>26,806.25</b>	<b>(466.49)</b>	<b>247,988.22</b>	<b>241,256.25</b>	<b>6,731.97</b>	<b>321,675.00</b>
<b>EXPENSES</b>							
<b>Maintenance &amp; Services</b>							
Termites	.00	.00	.00	1,800.00	.00	(1,800.00)	.00
Cleaning & Maintenance	1,165.00	1,333.33	168.33	14,929.15	11,999.97	(2,929.18)	16,000.00
Landscaping	1,226.00	1,666.67	440.67	11,034.00	15,000.03	3,966.03	20,000.00
Landscape Supply/Repairs	555.98	.00	(555.98)	2,653.16	.00	(2,653.16)	.00
Pest Control Maintenance	500.00	416.67	(83.33)	780.00	3,750.03	2,970.03	5,000.00
Security Service	.00	583.33	583.33	.00	5,249.97	5,249.97	7,000.00
Fountain Service	105.00	.00	(105.00)	1,680.00	.00	(1,680.00)	.00
Fire Equipment Service	.00	.00	.00	2,395.56	.00	(2,395.56)	.00
Alarm Monitoring	135.00	.00	(135.00)	270.00	.00	(270.00)	.00
Elevator Residential	.00	858.33	858.33	7,838.54	7,724.97	(113.57)	10,300.00
Elevator Commercial	.00	291.67	291.67	.00	2,625.03	2,625.03	3,500.00
Plumbing	339.92	.00	(339.92)	2,310.62	.00	(2,310.62)	.00
Roofing	.00	.00	.00	3,125.00	.00	(3,125.00)	.00
Concrete Driveways	.00	83.33	83.33	.00	749.97	749.97	1,000.00
FOBS	.00	15.00	15.00	.00	135.00	135.00	180.00
Electrical	.00	.00	.00	14,394.93	.00	(14,394.93)	.00
Parking Gate/Entry Door	.00	.00	.00	131.16	.00	(131.16)	.00
General Maintenance Repairs	585.00	1,666.67	1,081.67	45,219.06	15,000.03	(30,219.03)	20,000.00
Maintenance Supplies	53.75	.00	(53.75)	1,219.90	.00	(1,219.90)	.00
<b>Maintenance &amp; Services</b>	<b>4,665.65</b>	<b>6,915.00</b>	<b>2,249.35</b>	<b>109,781.08</b>	<b>62,235.00</b>	<b>(47,546.08)</b>	<b>82,980.00</b>
<b>Administrative</b>							
Legal Fees	781.09	291.67	(489.42)	1,933.09	2,625.03	691.94	3,500.00
Bank Charges	.00	16.67	16.67	.00	150.03	150.03	200.00
Audit/Tax/Accounting	.00	333.33	333.33	.00	2,999.97	2,999.97	4,000.00
Reserve Study	.00	39.58	39.58	635.00	356.22	(278.78)	475.00
License/Permits	.00	4.17	4.17	.00	37.53	37.53	50.00
Statements or Coupons	62.50	.00	(62.50)	562.50	.00	(562.50)	.00
Copies & Postage	108.84	141.67	32.83	1,223.51	1,275.03	51.52	1,700.00
Property Management Fee	1,225.00	1,225.00	.00	11,025.00	11,025.00	.00	14,700.00
Board Expense	63.48	.00	(63.48)	98.48	.00	(98.48)	.00

**Mission Meridian Village POA**

Income/Expense Statement

Period: 09/01/17 to 09/30/17

Description	Current Period			Year-To-Date			Yearly Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Miscellaneous Expense	.00	108.33	108.33	35.43	974.97	939.54	1,300.00
Administrative	2,240.91	2,160.42	(80.49)	15,513.01	19,443.78	3,930.77	25,925.00
Taxes							
Taxes	.00	.00	.00	.00	.00	.00	.00
Repairs & Supplies							
Repairs & Supplies	.00	.00	.00	.00	.00	.00	.00
Insurance							
Insurance Fire/Liability	2,973.32	3,583.33	610.01	27,795.06	32,249.97	4,454.91	43,000.00
Insurance	2,973.32	3,583.33	610.01	27,795.06	32,249.97	4,454.91	43,000.00
Utilities							
Trash Residential	3,021.70	1,297.50	(1,724.20)	15,108.50	11,677.50	(3,431.00)	15,570.00
Trash Commercial	.00	202.50	202.50	.00	1,822.50	1,822.50	2,430.00
Electricity Residential	2,411.90	2,291.67	(120.23)	20,624.34	20,625.03	.69	27,500.00
Electricity City	.00	1,376.00	1,376.00	.00	12,384.00	12,384.00	16,512.00
Telephone	833.73	550.00	(283.73)	6,850.01	4,950.00	(1,900.01)	6,600.00
Water & Sewer	8,023.10	3,333.33	(4,689.77)	37,591.44	29,999.97	(7,591.47)	40,000.00
Utilities	14,290.43	9,051.00	(5,239.43)	80,174.29	81,459.00	1,284.71	108,612.00
Reserve Allocation							
Transfer to Reserves	100.00	4,929.83	4,829.83	29,678.98	44,368.47	14,689.49	59,158.00
Transfer From Reserves	.00	.00	.00	(13,013.68)	.00	13,013.68	.00
Reserve Allocation	100.00	4,929.83	4,829.83	16,665.30	44,368.47	27,703.17	59,158.00
<b>TOTAL EXPENSES</b>	<b>24,270.31</b>	<b>26,639.58</b>	<b>2,369.27</b>	<b>249,928.74</b>	<b>239,756.22</b>	<b>(10,172.52)</b>	<b>319,675.00</b>
Current Year Net Income/(loss)	2,069.45	166.67	1,902.78	(1,940.52)	1,500.03	(3,440.55)	2,000.00

# Mission Meridian Village POA

## Income/Expense Statement

Actual spreadsheet Start date: 01/01/17 Cutoff date: 09/30/17

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
<b>INCOME:</b>													
Homeowners Dues	31496	27114	24738	29116	27253	28072	26765	26843	26340	0	0	0	247736
Interest Income	0	0	1	0	3	1	1	1	0	0	0	0	7
Key Income	30	0	0	0	15	0	0	0	0	0	0	0	45
Move In/Out Income	0	200	0	0	0	0	0	0	0	0	0	0	200
<hr/>													
Subtotal Income	31526	27315	24738	29116	27271	28073	26766	26844	26340	0	0	0	247988
<b>EXPENSES</b>													
<b>Maintenance &amp; Services</b>													
Termites	0	0	0	0	1800	0	0	0	0	0	0	0	1800
Cleaning & Maintenance	0	1478	2020	217	2070	5829	130	2020	1165	0	0	0	14929
Landscaping	1226	1226	1226	0	1226	2452	1226	1226	1226	0	0	0	11034
Landscape Supply/Repairs	0	0	0	0	0	116	432	1549	556	0	0	0	2653
Pest Control Maintenance	0	0	0	0	0	0	0	280	500	0	0	0	780
Fountain Service	0	210	105	105	0	210	210	735	105	0	0	0	1680
Fire Equipment Service	263	139	1400	594	0	0	0	0	0	0	0	0	2396
Alarm Monitoring	0	0	0	0	0	135	0	0	135	0	0	0	270
Elevator Residential	0	0	4439	0	0	0	3399	0	0	0	0	0	7839
Plumbing	773	0	550	0	648	0	0	0	340	0	0	0	2311
Roofing	2475	0	650	0	0	0	0	0	0	0	0	0	3125
Electrical	0	1627	3025	3025	3120	0	0	3598	0	0	0	0	14395
Parking Gate/Entry Door	0	0	0	131	0	0	0	0	0	0	0	0	131
General Maintenance Repai	4112	5225	1645	9999	7281	14559	748	1065	585	0	0	0	45219
Maintenance Supplies	375	77	108	119	100	65	23	299	54	0	0	0	1220
<hr/>													
Maintenance & Servic	9224	9982	15168	14191	16245	23366	6167	10773	4666	0	0	0	109781
<b>Administrative</b>													
Legal Fees	385	0	0	0	0	0	0	767	781	0	0	0	1933
Reserve Study	635	0	0	0	0	0	0	0	0	0	0	0	635
Statements or Coupons	0	125	63	63	63	63	63	63	63	0	0	0	563
Copies & Postage	295	86	128	213	0	204	82	106	109	0	0	0	1224
Property Management Fee	1225	1225	1225	1225	1225	1225	1225	1225	1225	0	0	0	11025
Board Expense	0	0	0	0	0	0	0	35	63	0	0	0	98
Miscellaneous Expense	0	0	0	0	0	0	35	0	0	0	0	0	35
<hr/>													
Administrative	2540	1436	1415	1501	1288	1491	1405	2196	2241	0	0	0	15513
<b>Taxes</b>													
<hr/>													

# Mission Meridian Village POA

## Income/Expense Statement

Actual spreadsheet Start date: 01/01/17 Cutoff date: 09/30/17

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Repairs &amp; Supplies</b>													
Repairs & Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Insurance</b>													
Insurance Fire/Liability	3464	3504	2930	0	5990	2987	2973	2973	2973	0	0	0	27795
Insurance	3464	3504	2930	0	5990	2987	2973	2973	2973	0	0	0	27795
<b>Utilities</b>													
Trash Residential	3022	3022	0	0	0	3022	3022	0	3022	0	0	0	15109
Electricity Residential	2102	2410	2268	2323	2061	1914	2633	2502	2412	0	0	0	20624
Telephone	1241	263	1102	683	428	570	852	879	834	0	0	0	6850
Water & Sewer	7434	6578	0	596	0	7542	7419	0	8023	0	0	0	37591
Utilities	13798	12272	3370	3602	2489	13047	13925	3380	14290	0	0	0	80174
<b>Reserve Allocation</b>													
Transfer to Reserves	4930	4930	0	9860	0	0	0	9860	100	0	0	0	29679
Transfer From Reserves	0	0	0	0	0	13014-	0	0	0	0	0	0	13014-
Reserve Allocation	4930	4930	0	9860	0	13014-	0	9860	100	0	0	0	16665
<b>TOTAL EXPENSES</b>	<b>33956</b>	<b>32123</b>	<b>22883</b>	<b>29153</b>	<b>26012</b>	<b>27878</b>	<b>24471</b>	<b>29182</b>	<b>24270</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>249929</b>
<b>CURRENT YEAR NET INCOME/</b>	<b>2430-</b>	<b>4809-</b>	<b>1855</b>	<b>37-</b>	<b>1259</b>	<b>194</b>	<b>2295</b>	<b>2338-</b>	<b>2069</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1941-</b>



GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 09/01/17  
Ending date: 09/30/17

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
1012	Mutual of Omaha Operating	5,736.82	26,329.64	27,243.63	913.99CR	4,822.83
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/01/17 AP0309 90117 1,225.00 CARDINAL MANAGEMENT GROUP					
	09/01/17 AR0000 AR04 2,249.85 Owner Cash Receipts					
	09/05/17 AR0000 AR04 9,005.88 Owner Cash Receipts					
	09/06/17 AR0000 AR04 1,482.17 Owner Cash Receipts					
	09/07/17 AP0312 1190 135.00 A&A ENTERPRISES OCT-DEC MONITORING SVC					
	09/07/17 AP0312 1191 1,218.75 APPLE SHINE MAINTENANCE C AUG JANITORIAL SVC/SUPPLY					
	09/07/17 AP0312 1192 580.00 CHUCK'S MAINTENANCE SERVI GEN MAINT REPAIRS					
	09/07/17 AP0312 1193 62.50 CARDINAL MANAGEMENT GROUP MONTHLY STATEMENT FEE					
	09/07/17 AP0312 1194 26.00 SOUTHERN CALIFORNIA EDISO A/C# 2-27-279-9446					
	09/07/17 AP0312 1195 327.97 SOUTHERN CALIFORNIA EDISO A/C# 2-26-709-0678					
	09/07/17 AP0312 1196 1,969.93 SOUTHERN CALIFORNIA EDISO A/C# 2-26-595-6813					
	09/07/17 AP0312 1197 88.00 SOUTHERN CALIFORNIA EDISO A/C# 2-26-524-4079					
	09/08/17 AR0000 AR04 1,681.87 Owner Cash Receipts					
	09/11/17 AR0000 AR04 1,421.53 Owner Cash Receipts					
	09/12/17 AP0323 1198 100.00 MISSION MERIDIAN RESERVES OPEN NEW ACCOUNT					
	09/12/17 AR0000 AR04 2,736.95 Owner Cash Receipts					
	09/13/17 AR0000 AR04 2,534.30 Owner Cash Receipts					
	09/14/17 AP0000 1202 2,973.32 Void chk, FARMERS INSURAN NOT DUE					
	09/14/17 AP0327 1199 256.33 AT&T A/C# 626 799-1207 694 6					
	09/14/17 AP0327 1200 380.00 WELLINGTON BRIONES #C5 WASP NESTS REMOVAL					
	09/14/17 AP0327 1201 11,044.80 CITY OF SOUTH PASADENA A/C# 0000700361-001513264					
	09/14/17 AP0327 1202 2,973.32 FARMERS INSURANCE GROUP A/C# F003816698-001-00001					
	09/21/17 AP0331 1203 339.92 CR PLUMBING & ROOTER INC. WOMEN'S RESTROOM FAUCET					
	09/21/17 AP0331 1204 2,973.32 FARMERS INSURANCE GROUP A/C# F003816698-001-00001					
	09/21/17 AP0331 1205 1,781.98 GARDEN VIEW, INC. SEP GARDENING SVC/SUPPLY					
	09/21/17 AP0331 1206 63.48 HEIRLOOM BAKERY & CAFE FOOD FOR MEETING					
	09/25/17 AR0000 AR04 229.89 Owner Cash Receipts					
	09/27/17 AR0000 AR04 219.02 Owner Cash Receipts					
	09/28/17 AP0335 1207 481.16 AT&T A/C# 626 441-6091 315 8					
	09/28/17 AP0335 1208 96.24 AT&T A/C# 626 441-3100 804 7					
	09/28/17 AP0335 1209 108.84 CARDINAL MANAGEMENT GROUP SEP POSTAGE & COPIES					
	09/28/17 AP0335 1210 105.00 LIVING WATERS POOL SERVIC AUG FOUNTAIN SVC					
	09/28/17 AP0335 1211 781.09 RICHARDSON & HARMAN, OBER HOA GEN ADVICE THRU 8.30					
	09/28/17 AP0335 1212 125.00 THE GATE DOCTOR GATE MAINTENANCE					
	09/28/17 AR0000 AR04 359.70 Owner Cash Receipts					
	09/29/17 AR0000 AR04 1,435.16 Owner Cash Receipts					
1013	Mutual of Omaha Reserves	119,167.18	.00	.00	.00	119,167.18
1014	Bank of America CD Acct	80,439.93	.00	.00	.00	80,439.93
1015	Commercial Bank Reserves	342,271.41	.00	.00	.00	342,271.41
1016	Bank of America Checking	.00	.00	.00	.00	.00
1017	Bank of America Reserves	.00	.00	.00	.00	.00

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 09/01/17  
Ending date: 09/30/17

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance	
1018	Wells Fargo Reserves	.00	.00	.00	.00	.00	
1019	Wells Fargo Acct - 0709	.00	.00	.00	.00	.00	
1020	National Bank Reserve Acct	.00	.00	.00	.00	.00	
1022	Ever Bank Acct	84,716.24	.00	.00	.00	84,716.24	
1023	New Bank of America CD	.00	100.00	.00	100.00	100.00	
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>
	09/12/17	AP0323	1198	100.00		MISSION MERIDIAN RESERVES	OPEN NEW ACCOUNT
2325	Prepaid Dues	583.20CR		8,099.30	5,115.86	2,983.44	2,400.24
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>
	09/01/17	AR0000	AR04		638.03	Owner Cash Receipts	
	09/01/17	AR0307	AR08	8,099.30		Prepaid Application	
	09/05/17	AR0000	AR04		1,068.03	Owner Cash Receipts	
	09/08/17	AR0000	AR04		423.37	Owner Cash Receipts	
	09/12/17	AR0000	AR04		742.66	Owner Cash Receipts	
	09/25/17	AR0000	AR04		229.89	Owner Cash Receipts	
	09/27/17	AR0000	AR04		219.02	Owner Cash Receipts	
	09/28/17	AR0000	AR04		359.70	Owner Cash Receipts	
	09/29/17	AR0000	AR04		1,435.16	Owner Cash Receipts	
3501	Reserves	626,592.25CR		.00	100.00	100.00CR	626,692.25CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>
	09/12/17	AP0323	1198		100.00	MISSION MERIDIAN RESERVES	OPEN NEW ACCOUNT
3996	Retained Earnings	9,166.10CR		.00	.00	.00	9,166.10CR
4015	Homeowners Dues	221,396.47CR		.00	26,339.76	26,339.76CR	247,736.23CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>
	09/01/17	AR0000	AR04		1,611.82	Owner Cash Receipts	
	09/01/17	AR0307	AR08		8,099.30	Prepaid Application	
	09/05/17	AR0000	AR04		7,937.85	Owner Cash Receipts	
	09/06/17	AR0000	AR04		1,482.17	Owner Cash Receipts	
	09/08/17	AR0000	AR04		1,258.50	Owner Cash Receipts	
	09/11/17	AR0000	AR04		1,421.53	Owner Cash Receipts	
	09/12/17	AR0000	AR04		1,994.29	Owner Cash Receipts	
	09/13/17	AR0000	AR04		2,534.30	Owner Cash Receipts	
4300	Interest Income	6.99CR		.00	.00	.00	6.99CR
4800	Key Income	45.00CR		15.00	15.00	.00	45.00CR

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 09/01/17  
Ending date: 09/30/17

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/25/17 AR0000 AR06 15.00 Owner Expense Adjust.					
	09/25/17 AR0000 AR06 15.00 Owner Expense Adjust.					
4993	Move In\Out Income	200.00CR	.00	.00	.00	200.00CR
6000	Termites	1,800.00	.00	.00	.00	1,800.00
6200	Cleaning & Maintenance	13,764.15	1,165.00	.00	1,165.00	14,929.15
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/07/17 AP0312 1191 1,060.00 APPLE SHINE MAINTENANCE C AUG JANITORIAL SVC/SUPPLY					
	09/07/17 AP0312 1191 105.00 APPLE SHINE MAINTENANCE C REPAIR TOILET HANDLE					
6400	Landscaping	9,808.00	1,226.00	.00	1,226.00	11,034.00
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/21/17 AP0331 1205 1,226.00 GARDEN VIEW, INC. SEP GARDENING SVC/SUPPLY					
6401	Landscape Supply/Repairs	2,097.18	555.98	.00	555.98	2,653.16
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/21/17 AP0331 1205 555.98 GARDEN VIEW, INC. SEP GARDENING SVC/SUPPLY					
6450	Pest Control Maintenance	280.00	500.00	.00	500.00	780.00
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/07/17 AP0312 1192 120.00 CHUCK'S MAINTENANCE SERVI GEN MAINT REPAIRS					
	09/14/17 AP0327 1200 380.00 WELLINGTON BRIONES #C5 WASP NESTS REMOVAL					
6500	Fountain Service	1,575.00	105.00	.00	105.00	1,680.00
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/28/17 AP0335 1210 105.00 LIVING WATERS POOL SERVIC AUG FOUNTAIN SVC					
6520	Fire Equipment Service	2,395.56	.00	.00	.00	2,395.56
6521	Alarm Monitoring	135.00	135.00	.00	135.00	270.00
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/07/17 AP0312 1190 135.00 A&A ENTERPRISES OCT-DEC MONITORING SVC					
6523	Elevator Residential	7,838.54	.00	.00	.00	7,838.54
6525	Plumbing	1,970.70	339.92	.00	339.92	2,310.62
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/21/17 AP0331 1203 339.92 CR PLUMBING & ROOTER INC. WOMEN'S RESTROOM FAUCET					

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 09/01/17  
Ending date: 09/30/17

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
6526	Roofing	3,125.00	.00	.00	.00	3,125.00
6531	Electrical	14,394.93	.00	.00	.00	14,394.93
6533	Parking Gate/Entry Door	131.16	.00	.00	.00	131.16
6550	General Maintenance Repairs	44,634.06	585.00	.00	585.00	45,219.06
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/07/17 AP0312 1192 460.00 CHUCK'S MAINTENANCE SERVI GEN MAINT REPAIRS					
	09/28/17 AP0335 1212 125.00 THE GATE DOCTOR GATE MAINTENANCE					
6555	Maintenance Supplies	1,166.15	53.75	.00	53.75	1,219.90
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/07/17 AP0312 1191 53.75 APPLE SHINE MAINTENANCE C AUG JANITORIAL SVC/SUPPLY					
6650	Legal Fees	1,152.00	781.09	.00	781.09	1,933.09
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/28/17 AP0335 1211 781.09 RICHARDSON & HARMAN, OBER HOA GEN ADVICE THRU 8.30					
6654	Reserve Study	635.00	.00	.00	.00	635.00
6660	Statements or Coupons	500.00	62.50	.00	62.50	562.50
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/07/17 AP0312 1193 62.50 CARDINAL MANAGEMENT GROUP MONTHLY STATEMENT FEE					
6801	Copies & Postage	1,114.67	108.84	.00	108.84	1,223.51
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/28/17 AP0335 1209 108.84 CARDINAL MANAGEMENT GROUP SEP POSTAGE & COPIES					
6820	Property Management Fee	9,800.00	1,225.00	.00	1,225.00	11,025.00
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/01/17 AP0309 90117 1,225.00 CARDINAL MANAGEMENT GROUP					
6850	Board Expense	35.00	63.48	.00	63.48	98.48
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	09/21/17 AP0331 1206 63.48 HEIRLOOM BAKERY & CAFE FOOD FOR MEETING					
7000	Miscellaneous Expense	35.43	.00	.00	.00	35.43
7515	Insurance Fire/Liability	24,821.74	5,946.64	2,973.32	2,973.32	27,795.06

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 09/01/17  
Ending date: 09/30/17

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance																																			
	<table border="0"> <tr> <th>DATE</th> <th>SOURCE</th> <th>REFERENCE</th> <th>DR-AMOUNT</th> <th>CR-AMOUNT</th> <th>DESCRIPTION</th> <th>A/P REFERENCE</th> </tr> <tr> <td>09/14/17</td> <td>AP0000</td> <td>1202</td> <td></td> <td>2,973.32</td> <td>Void chk, FARMERS INSURAN</td> <td>A/C# F003816698-001-00001</td> </tr> <tr> <td>09/14/17</td> <td>AP0327</td> <td>1202</td> <td>2,973.32</td> <td></td> <td>FARMERS INSURANCE GROUP</td> <td>A/C# F003816698-001-00001</td> </tr> <tr> <td>09/21/17</td> <td>AP0331</td> <td>1204</td> <td>2,973.32</td> <td></td> <td>FARMERS INSURANCE GROUP</td> <td>A/C# F003816698-001-00001</td> </tr> </table>	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	09/14/17	AP0000	1202		2,973.32	Void chk, FARMERS INSURAN	A/C# F003816698-001-00001	09/14/17	AP0327	1202	2,973.32		FARMERS INSURANCE GROUP	A/C# F003816698-001-00001	09/21/17	AP0331	1204	2,973.32		FARMERS INSURANCE GROUP	A/C# F003816698-001-00001												
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09/14/17	AP0327	1202	2,973.32		FARMERS INSURANCE GROUP	A/C# F003816698-001-00001																																			
09/21/17	AP0331	1204	2,973.32		FARMERS INSURANCE GROUP	A/C# F003816698-001-00001																																			
7610	Trash Residential		12,086.80	3,021.70	.00	3,021.70	15,108.50																																		
	<table border="0"> <tr> <th>DATE</th> <th>SOURCE</th> <th>REFERENCE</th> <th>DR-AMOUNT</th> <th>CR-AMOUNT</th> <th>DESCRIPTION</th> <th>A/P REFERENCE</th> </tr> <tr> <td>09/14/17</td> <td>AP0327</td> <td>1201</td> <td>3,021.70</td> <td></td> <td>CITY OF SOUTH PASADENA</td> <td>A/C# 0000700361-001514014</td> </tr> </table>	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	09/14/17	AP0327	1201	3,021.70		CITY OF SOUTH PASADENA	A/C# 0000700361-001514014																										
DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE																																			
09/14/17	AP0327	1201	3,021.70		CITY OF SOUTH PASADENA	A/C# 0000700361-001514014																																			
7713	Electricity Residential		18,212.44	2,411.90	.00	2,411.90	20,624.34																																		
	<table border="0"> <tr> <th>DATE</th> <th>SOURCE</th> <th>REFERENCE</th> <th>DR-AMOUNT</th> <th>CR-AMOUNT</th> <th>DESCRIPTION</th> <th>A/P REFERENCE</th> </tr> <tr> <td>09/07/17</td> <td>AP0312</td> <td>1194</td> <td>26.00</td> <td></td> <td>SOUTHERN CALIFORNIA EDISO</td> <td>A/C# 2-27-279-9446</td> </tr> <tr> <td>09/07/17</td> <td>AP0312</td> <td>1195</td> <td>327.97</td> <td></td> <td>SOUTHERN CALIFORNIA EDISO</td> <td>A/C# 2-26-709-0678</td> </tr> <tr> <td>09/07/17</td> <td>AP0312</td> <td>1196</td> <td>1,969.93</td> <td></td> <td>SOUTHERN CALIFORNIA EDISO</td> <td>A/C# 2-26-595-6813</td> </tr> <tr> <td>09/07/17</td> <td>AP0312</td> <td>1197</td> <td>88.00</td> <td></td> <td>SOUTHERN CALIFORNIA EDISO</td> <td>A/C# 2-26-524-4079</td> </tr> </table>	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	09/07/17	AP0312	1194	26.00		SOUTHERN CALIFORNIA EDISO	A/C# 2-27-279-9446	09/07/17	AP0312	1195	327.97		SOUTHERN CALIFORNIA EDISO	A/C# 2-26-709-0678	09/07/17	AP0312	1196	1,969.93		SOUTHERN CALIFORNIA EDISO	A/C# 2-26-595-6813	09/07/17	AP0312	1197	88.00		SOUTHERN CALIFORNIA EDISO	A/C# 2-26-524-4079					
DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE																																			
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09/07/17	AP0312	1195	327.97		SOUTHERN CALIFORNIA EDISO	A/C# 2-26-709-0678																																			
09/07/17	AP0312	1196	1,969.93		SOUTHERN CALIFORNIA EDISO	A/C# 2-26-595-6813																																			
09/07/17	AP0312	1197	88.00		SOUTHERN CALIFORNIA EDISO	A/C# 2-26-524-4079																																			
7911	Telephone		6,016.28	833.73	.00	833.73	6,850.01																																		
	<table border="0"> <tr> <th>DATE</th> <th>SOURCE</th> <th>REFERENCE</th> <th>DR-AMOUNT</th> <th>CR-AMOUNT</th> <th>DESCRIPTION</th> <th>A/P REFERENCE</th> </tr> <tr> <td>09/14/17</td> <td>AP0327</td> <td>1199</td> <td>256.33</td> <td></td> <td>AT&amp;T</td> <td>A/C# 626 799-1207 694 6</td> </tr> <tr> <td>09/28/17</td> <td>AP0335</td> <td>1207</td> <td>481.16</td> <td></td> <td>AT&amp;T</td> <td>A/C# 626 441-6091 315 8</td> </tr> <tr> <td>09/28/17</td> <td>AP0335</td> <td>1208</td> <td>96.24</td> <td></td> <td>AT&amp;T</td> <td>A/C# 626 441-3100 804 7</td> </tr> </table>	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	09/14/17	AP0327	1199	256.33		AT&T	A/C# 626 799-1207 694 6	09/28/17	AP0335	1207	481.16		AT&T	A/C# 626 441-6091 315 8	09/28/17	AP0335	1208	96.24		AT&T	A/C# 626 441-3100 804 7												
DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE																																			
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09/28/17	AP0335	1207	481.16		AT&T	A/C# 626 441-6091 315 8																																			
09/28/17	AP0335	1208	96.24		AT&T	A/C# 626 441-3100 804 7																																			
7921	Water & Sewer		29,568.34	8,023.10	.00	8,023.10	37,591.44																																		
	<table border="0"> <tr> <th>DATE</th> <th>SOURCE</th> <th>REFERENCE</th> <th>DR-AMOUNT</th> <th>CR-AMOUNT</th> <th>DESCRIPTION</th> <th>A/P REFERENCE</th> </tr> <tr> <td>09/14/17</td> <td>AP0327</td> <td>1201</td> <td>109.62</td> <td></td> <td>CITY OF SOUTH PASADENA</td> <td>A/C# 0000700361-001513264</td> </tr> <tr> <td>09/14/17</td> <td>AP0327</td> <td>1201</td> <td>889.21</td> <td></td> <td>CITY OF SOUTH PASADENA</td> <td>A/C# 0000700361-001513844</td> </tr> <tr> <td>09/14/17</td> <td>AP0327</td> <td>1201</td> <td>1,901.77</td> <td></td> <td>CITY OF SOUTH PASADENA</td> <td>A/C# 0000700361-001514014</td> </tr> <tr> <td>09/14/17</td> <td>AP0327</td> <td>1201</td> <td>5,122.50</td> <td></td> <td>CITY OF SOUTH PASADENA</td> <td>A/C# 0000700361-001514254</td> </tr> </table>	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	09/14/17	AP0327	1201	109.62		CITY OF SOUTH PASADENA	A/C# 0000700361-001513264	09/14/17	AP0327	1201	889.21		CITY OF SOUTH PASADENA	A/C# 0000700361-001513844	09/14/17	AP0327	1201	1,901.77		CITY OF SOUTH PASADENA	A/C# 0000700361-001514014	09/14/17	AP0327	1201	5,122.50		CITY OF SOUTH PASADENA	A/C# 0000700361-001514254					
DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE																																			
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09/14/17	AP0327	1201	1,901.77		CITY OF SOUTH PASADENA	A/C# 0000700361-001514014																																			
09/14/17	AP0327	1201	5,122.50		CITY OF SOUTH PASADENA	A/C# 0000700361-001514254																																			
8100	Transfer to Reserves		29,578.98	100.00	.00	100.00	29,678.98																																		
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DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE																																			
09/12/17	AP0323	1198	100.00		MISSION MERIDIAN RESERVES	OPEN NEW ACCOUNT																																			
8110	Transfer From Reserves		13,013.68CR	.00	.00	.00	13,013.68CR																																		
Gnd Total:			.00	61,787.57	61,787.57	.00	.00																																		

AGED OWNER BALANCES: AS OF Sept. 30, 2017  
ACCOUNT NUMBER SEQUENCE

\* - Previous Owner or Renter

ACCOUNT #	UNIT #	NAME	CURRENT	OVER 30	OVER 60	OVER 90	TOTAL	STATUS
	33114	Daniel Kim	444.64	40.42	0.00	0.00	485.06	REMINDER
	33130	Reginald Andrew Holmes	553.61	0.00	0.00	0.00	553.61	REMINDER
	33135	Allen Chen	15.00	0.00	0.00	0.00	15.00	
	33140	Douglas Beteta	0.10	0.00	0.00	0.00	0.10	
	33150	Matthew Cundith*	0.00	0.00	0.00	15.00	15.00	
	331101	City of South Pasadena	2798.84	254.44	2544.40	189895.71	195493.39	
	331102	City of South Pasadena	1513.79	137.62	1376.17	40731.39	43758.97	
		TOTAL:	5325.98	432.48	3920.57	230642.10	240321.13	

AGED OWNER BALANCES: AS OF Sept. 30, 2017  
ACCOUNT NUMBER SEQUENCE

\* - Previous Owner or Renter

ACCOUNT #	UNIT #	NAME	CURRENT	OVER 30	OVER 60	OVER 90	TOTAL	STATUS
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REPORT SUMMARY

CODE	N/A	DESCRIPTION	ACCOUNT #	CURRENT	OVER 30	OVER 60	OVER 90	TOTAL
A1		HOA DUES	[REDACTED]	4828.17	0.00	3920.57	230642.10	239390.84
01		Late Fees	[REDACTED]	482.81	432.48	0.00	0.00	915.29
10		Keys	[REDACTED]	15.00	0.00	0.00	0.00	15.00
GRAND TOTAL:				5325.98	432.48	3920.57	230642.10	240321.13

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	DELINQUENCY AMOUNT
[REDACTED]	Homeowners Dues	239390.84
[REDACTED]	Late fee Income	915.29
[REDACTED]	Key Income	15.00
TOTAL		\$240321.13

# Mission Meridian Village POA

## Activity Report From 09/01/17 To 09/30/17

\* - Previous Owner or Renter

Sorted by		Beginning Balance	Charges		Payments		Adjustment(+/-)		Ending Balance
Account Number	Name		Date	Amount	Date	Amount	Date	Amount	
	COSMATOS	\$0.00	09/01/17	428.30	09/12/17	428.30			
					09/29/17	428.30			\$428.30CR
	PARK	\$0.00	09/01/17	423.37	09/12/17	423.37			\$0.00
	POLLACK	\$419.45CR	09/01/17	419.45					\$0.00
	CHARLOP	\$0.55CR	09/01/17	419.45	09/05/17	419.45			\$0.55CR
	BOURELL	\$0.00	09/01/17	340.84	09/08/17	340.84			\$0.00
	NOCHTA	\$224.24CR	09/01/17	224.24					\$0.00
	SHEN	\$0.00	09/01/17	396.10	09/05/17	396.10			\$0.00
	LEE	\$0.00	09/01/17	326.48	09/05/17	326.48			\$0.00
	CHANG	\$0.00	09/01/17	326.63	09/12/17	326.63			\$0.00
	BURGE	\$326.92CR	09/01/17	326.92					\$0.00
	YANG	\$454.11CR	09/01/17	454.11					\$0.00
	CHUCK	\$0.00	09/01/17	219.02	09/05/17	219.02			
					09/27/17	219.02			\$219.02CR
	FENG	\$0.00	09/01/17	376.23	09/01/17	376.23			\$0.00
	KIM	\$444.64	09/01/17	404.22	09/05/17	404.22			
			09/23/17	40.42					\$485.06
	PHIFER	\$0.00	09/01/17	345.48	09/01/17	345.48			\$0.00
	MA	\$0.00	09/01/17	405.67	09/05/17	405.67			\$0.00
	FORBATH	\$0.00	09/01/17	325.90	09/05/17	325.90			\$0.00
	LEE	\$0.00	09/01/17	341.42	09/06/17	341.42			\$0.00
	RUCH	\$341.57CR	09/01/17	341.57					\$0.00
	EASTBURG	\$423.37CR	09/01/17	423.37	09/08/17	423.37			\$423.37CR
	WU	\$0.00	09/01/17	428.30	09/01/17	428.30			\$0.00
	HORII	\$0.00	09/01/17	428.30	09/05/17	428.30			\$0.00
	CIZMIC	\$0.00	09/01/17	393.93	09/11/17	393.93			\$0.00
	RAMIREZ	\$0.00	09/01/17	419.45	09/11/17	419.45			\$0.00
	CHIU	\$0.00	09/01/17	419.45	09/08/17	419.45			\$0.00
	LIU	\$0.00	09/01/17	218.73	09/06/17	218.73			\$0.00
	ESLAMI	\$0.00	09/01/17	348.82	09/05/17	348.82			\$0.00
	HOU	\$382.32CR	09/01/17	382.32					\$0.00
	WU	\$316.91CR	09/01/17	316.91	09/29/17	316.91			
					09/29/17	316.91			\$633.82CR
	HOLMES	\$0.00	09/01/17	503.28					
			09/23/17	50.33					\$553.61
	GRANT	\$0.00	09/01/17	269.48	09/08/17	269.48			\$0.00
	MASON	\$0.00	09/01/17	376.23	09/11/17	376.23			\$0.00
	SCHWARTZ	\$408.14CR	09/01/17	408.14	09/01/17	408.14			\$408.14CR
	CHOW	\$0.00	09/01/17	312.27	09/06/17	312.27			\$0.00
	CHEN	\$0.00	09/01/17	222.21	09/06/17	222.21	09/25/17	15.00+	\$15.00
	ZHU	\$359.70CR	09/01/17	359.70	09/28/17	359.70			\$359.70CR
	WHERRITT	\$488.82CR	09/01/17	325.90	09/05/17	325.90			\$488.82CR
	CHEUNG	\$341.28CR	09/01/17	341.28					\$0.00
	REINOSO	\$0.00	09/01/17	341.57	09/05/17	341.57			\$0.00
	BETETA	\$0.10	09/01/17	423.37	09/12/17	423.37			\$0.10
	NG	\$0.00	09/01/17	428.44	09/05/17	428.44			\$0.00
	ING	\$241.93CR	09/01/17	241.93					\$0.00
	HAMENT	\$0.00	09/01/17	228.73	09/08/17	228.73			\$0.00
	JOHNSON	\$0.00	09/01/17	230.04	09/05/17	230.04			\$0.00



# Mission Meridian Village POA

## Activity Report From 09/01/17 To 09/30/17

\* - Previous Owner or Renter

Sorted by Account Number	Name	Beginning Balance	Charges Date	Amount	Payments Date	Amount	Adjustment(+/-) Date	Amount	Ending Balance
	HSU	\$229.89CR	09/01/17	229.89					\$0.00
	SARAF	\$0.00	09/01/17	230.47	09/05/17	230.47			\$0.00
	KAISER	\$229.89CR	09/01/17	229.89	09/01/17	229.89			\$229.89CR
	PINSONNAULT	\$0.00	09/01/17	231.92	09/11/17	231.92			\$0.00
	LEE	\$229.89CR	09/01/17	229.89	09/05/17	229.89			\$229.89CR
	IGAWA	\$0.00	09/01/17	231.92	09/01/17	231.92			\$0.00
	*CUNDITH	\$15.00							\$15.00
	MACCREADY	\$638.92CR	09/01/17	229.89	09/25/17	229.89			\$638.92CR
	TOM	\$231.92CR	09/01/17	231.92	09/12/17	695.76			\$695.76CR
	FEINSTEIN	\$0.00	09/01/17	381.45	09/05/17	381.45			\$0.00
	LOH	\$230.62CR	09/01/17	230.62					\$0.00
	ZANETTA	\$0.00	09/01/17	229.89	09/01/17	229.89			\$0.00
	HWANG	\$345.05CR	09/01/17	345.05					\$0.00
	SHIGEMURA	\$0.00	09/01/17	347.37	09/05/17	347.37			\$0.00
	YAM	\$0.00	09/01/17	387.54	09/06/17	387.54			\$0.00
	ABOU-ZAMZAM	\$0.00	09/01/17	355.49	09/05/17	355.49			\$0.00
	YAMASAKI	\$373.04CR	09/01/17	373.04	09/29/17	373.04			\$373.04CR
	COTTER	\$0.00	09/01/17	375.80	09/05/17	375.80			\$0.00
	FLORES	\$0.00	09/01/17	231.49	09/05/17	231.49			\$0.00
	HUANG	\$0.00	09/01/17	225.69	09/05/17	225.69			\$0.00
	PROFFER	\$0.00	09/01/17	392.62	09/12/17	392.62			\$0.00
	MARTIN	\$0.00	09/01/17	877.78	09/05/17	877.78			\$0.00
	MARTIN	\$0.00	09/01/17	186.33	09/05/17	186.33			\$0.00
	WONG	\$0.00	09/01/17	452.52	09/05/17	452.52			\$0.00
	TILLEY	\$509.81CR	09/01/17	509.81					\$0.00
	HANSMIRE	\$511.69CR	09/01/17	511.69	09/05/17	511.69			\$511.69CR
	CITY	\$195,228.85	09/01/17	2544.40	09/13/17	2,534.30			\$195,493.39
			09/23/17	254.44					\$195,493.39
	CITY	\$42,245.18	09/01/17	1376.17					\$43,758.97
			09/23/17	137.62					\$43,758.97
	CITY	\$23,679.55CR	09/01/17	364.32					\$23,315.23CR
	KUTZER	\$46.90CR	09/01/17	46.90	09/12/17	46.90			\$46.90CR
	<b>TOTAL:</b>	<b>\$205,947.29</b>		<b>28,712.12</b>		<b>23,356.32</b>		<b>15.00</b>	<b>\$211,318.09</b>

A/P OPEN ITEM DETAIL

Starting vendor: "First"  
Cut off date: 09/30/17

Ending vendor: "Last"

Vendor	Vchr #	Invoice	Reference	Date	Amount
331RES MISSION MERIDIAN RESERVES	216	RESERVES	MONTHLY RESERVE TRANSFER	07/01/17	4929.83
	267	RESERVES	MONTHLY RESERVE TRANSFER	08/01/17	4929.83
	301	RESERVES	MONTHLY RESERVE TRANSFER	09/01/17	4929.83
	Total:				14,789.49
OTIS OTIS ELEVATOR COMPANY	289	SA05279917	SEP-NOV ELEVATOR SVC	08/22/17	3060.00
Grand total:					17,849.49

CASH DISBURSEMENTS

Starting Check Date: 9/01/17 Cash account #: "All"  
 Ending Check Date: 9/30/17

Check-date	Check-#	Vend-#	Vendor Name	Check-amount	Reference		
Cash account #:		1012	Mutual of Omaha Operating				
9/01/17	90117 (M)CMG		CARDINAL MANAGEMENT GROUP	1,225.00	MONTHLY MANAGEMENT FEE		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	299	MANAGEMENT FEE	9/01/17	6820	9/01/17	1,225.00	MONTHLY MANAGEMENT FEE
9/07/17	1190	A&A EN	A&A ENTERPRISES	135.00	OCT-DEC MONITORING SVC		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	303	121728	9/05/17	6521	9/05/17	135.00	OCT-DEC MONITORING SVC
9/07/17	1191	APPLES	APPLE SHINE MAINTENANCE CO.	1,218.75			
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	298	41724	9/01/17	6200	9/01/17	1,060.00	AUG JANITORIAL SVC/SUPPLY
	298	41724	9/01/17	6555	9/01/17	53.75	
	304	41783	9/05/17	6200	9/05/17	105.00	REPAIR TOILET HANDLE
	<b>Totals:</b>					<b>1,218.75</b>	
9/07/17	1192	CHUCKS	CHUCK'S MAINTENANCE SERVICE	580.00	GEN MAINT REPAIRS		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	305	2093	9/05/17	6450	9/05/17	120.00	GEN MAINT REPAIRS
	305	2093	9/05/17	6550	9/05/17	460.00	
	<b>Totals:</b>					<b>580.00</b>	
9/07/17	1193	CMG	CARDINAL MANAGEMENT GROUP	62.50	MONTHLY STATEMENT FEE		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	302	STATEMENT FEES	9/01/17	6660	9/01/17	62.50	MONTHLY STATEMENT FEE
9/07/17	1194	EDISON	SOUTHERN CALIFORNIA EDISON	26.00	A/C# 2-27-279-9446		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	293	DUE BY 9/14/17	8/29/17	7713	8/29/17	26.00	A/C# 2-27-279-9446
9/07/17	1195	EDISON	SOUTHERN CALIFORNIA EDISON	327.97	A/C# 2-26-709-0678		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	294	DUE BY 9/14/17	8/29/17	7713	8/29/17	327.97	A/C# 2-26-709-0678
9/07/17	1196	EDISON	SOUTHERN CALIFORNIA EDISON	1,969.93	A/C# 2-26-595-6813		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	295	DUE BY 9/14/17	8/29/17	7713	8/29/17	1,969.93	A/C# 2-26-595-6813
Cash account #:		1012	Mutual of Omaha Operating				

CASH DISBURSEMENTS

Starting Check Date: 9/01/17 Cash account #: "All"  
 Ending Check Date: 9/30/17

Check-date	Check-#	Vend-#	Vendor Name	Check-amount	Reference		
9/07/17	1197	EDISON	SOUTHERN CALIFORNIA EDISON	88.00	A/C# 2-26-524-4079		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	296	DUE BY 9/14/17	8/29/17	7713	8/29/17	88.00	A/C# 2-26-524-4079
9/12/17	1198	331RES	MISSION MERIDIAN RESERVES	100.00	OPEN NEW ACCOUNT		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	306	RESERVES	9/12/17	1023	9/12/17	100.00	OPEN NEW ACCOUNT
	306	RESERVES	9/12/17	3501	9/12/17	100.00	
	306	RESERVES	9/12/17	8100	9/12/17	100.00	
	<b>Totals:</b>					<b>100.00</b>	
9/14/17	1199	ATT	AT&T	256.33	A/C# 626 799-1207 694 6		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	307	DUE BY 9/20/17	9/12/17	7911	9/12/17	256.33	A/C# 626 799-1207 694 6
9/14/17	1200	BRIONE	WELLINGTON BRIONES	380.00	#C5 WASP NESTS REMOVAL		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	308	9.11.17	9/12/17	6450	9/12/17	380.00	#C5 WASP NESTS REMOVAL
9/14/17	1201	CITYSP	CITY OF SOUTH PASADENA	11,044.80			
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	282	DUE BY 9/15/17	8/22/17	7921	8/22/17	109.62	A/C# 0000700361-001513264
	283	DUE BY 9/15/17	8/22/17	7921	8/22/17	889.21	A/C# 0000700361-001513844
	284	DUE BY 9/15/17	8/22/17	7610	8/22/17	3,021.70	A/C# 0000700361-001514014
	284	DUE BY 9/15/17	8/22/17	7921	8/22/17	1,901.77	
	285	DUE BY 9/15/17	8/22/17	7921	8/22/17	5,122.50	A/C# 0000700361-001514254
	<b>Totals:</b>					<b>11,044.80</b>	
9/21/17	1203	CRPLUM	CR PLUMBING & ROOTER INC.	339.92	WOMEN'S RESTROOM FAUCET		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	309	10477	9/14/17	6525	9/14/17	339.92	WOMEN'S RESTROOM FAUCET
9/21/17	1204	FARMER	FARMERS INSURANCE GROUP	2,973.32	A/C# F003816698-001-00001		
	<b>Vchr-#</b>	<b>Invoice-#</b>	<b>Inv-date</b>	<b>Acct #</b>	<b>Eff-date</b>	<b>Amount-paid</b>	<b>Reference</b>
	300	DUE BY THE 30TH	None	7515	9/01/17	2,973.32	A/C# F003816698-001-00001
Cash account #:	1012	Mutual of Omaha Operating					
9/21/17	1205	GARDEN	GARDEN VIEW, INC.	1,781.98	SEP GARDENING SVC/SUPPLY		

CASH DISBURSEMENTS

Starting Check Date: 9/01/17 Cash account #: "All"  
 Ending Check Date: 9/30/17

Check-date	Check-#	Vend-#	Vendor Name	Check-amount	Reference
		<b>Vchr-# Invoice-#</b>	<b>Inv-date Acct #</b>	<b>Eff-date</b>	<b>Amount-paid Reference</b>
		311 3663	9/19/17 6400	9/19/17	1,226.00 SEP GARDENING SVC/SUPPLY
		311 3663	9/19/17 6401	9/19/17	555.98
			<b>Totals:</b>		<u>1,781.98</u>
9/21/17	1206	HEIRLO	HEIRLOOM BAKERY & CAFE	63.48	FOOD FOR MEETING
		<b>Vchr-# Invoice-#</b>	<b>Inv-date Acct #</b>	<b>Eff-date</b>	<b>Amount-paid Reference</b>
		310 21	9/19/17 6850	9/19/17	63.48 FOOD FOR MEETING
9/28/17	1207	ATT	AT&T	481.16	A/C# 626 441-6091 315 8
		<b>Vchr-# Invoice-#</b>	<b>Inv-date Acct #</b>	<b>Eff-date</b>	<b>Amount-paid Reference</b>
		314 DUE BY 10/5/17	9/26/17 7911	9/26/17	481.16 A/C# 626 441-6091 315 8
9/28/17	1208	ATT	AT&T	96.24	A/C# 626 441-3100 804 7
		<b>Vchr-# Invoice-#</b>	<b>Inv-date Acct #</b>	<b>Eff-date</b>	<b>Amount-paid Reference</b>
		315 DUE BY 10/5/17	9/26/17 7911	9/26/17	96.24 A/C# 626 441-3100 804 7
9/28/17	1209	CMG	CARDINAL MANAGEMENT GROUP	108.84	SEP POSTAGE & COPIES
		<b>Vchr-# Invoice-#</b>	<b>Inv-date Acct #</b>	<b>Eff-date</b>	<b>Amount-paid Reference</b>
		317 AO14778	9/26/17 6801	9/26/17	108.84 SEP POSTAGE & COPIES
9/28/17	1210	LIVING	LIVING WATERS POOL SERVICE	105.00	AUG FOUNTAIN SVC
		<b>Vchr-# Invoice-#</b>	<b>Inv-date Acct #</b>	<b>Eff-date</b>	<b>Amount-paid Reference</b>
		312 I382-4902	9/21/17 6500	9/21/17	105.00 AUG FOUNTAIN SVC
9/28/17	1211	RICHAR	RICHARDSON & HARMAN, OBER PC	781.09	HOA GEN ADVICE THRU 8.30
		<b>Vchr-# Invoice-#</b>	<b>Inv-date Acct #</b>	<b>Eff-date</b>	<b>Amount-paid Reference</b>
		313 39760	9/21/17 6650	9/21/17	781.09 HOA GEN ADVICE THRU 8.30
9/28/17	1212	THEGAT	THE GATE DOCTOR	125.00	GATE MAINTENANCE
		<b>Vchr-# Invoice-#</b>	<b>Inv-date Acct #</b>	<b>Eff-date</b>	<b>Amount-paid Reference</b>
		316 25121	9/26/17 6550	9/26/17	125.00 GATE MAINTENANCE
			<b>Totals:</b>		<u>24,270.31</u>

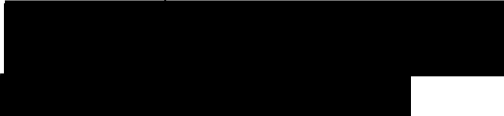


CITY OF SOUTH PASADENA  
OFFICE OF THE CITY MANAGER  
1414 MISSION STREET, SOUTH PASADENA, CA 91030  
TEL: (626) 403-7210 • FAX: (626) 403-7211  
WWW.SOUTHPASADENACA.GOV

September 17, 2019

VIA E-MAIL AND U.S. MAIL

Matthew A Gardner  
Richardson | Ober PC



**RE: MISSION MERIDIAN VILLAGE PROPERTY OWNERS ASSOCIATION  
CITY PARKING GARAGE AND ASSESSMENT RESPONSIBILITY**

Dear Mr. Gardner:

We write in response to your July 29, 2019 letter on behalf of the Mission Meridian Village Property Owners Association (“POA”). We think many of the letter’s concerns stem from a misunderstanding of the ownership and maintenance responsibilities regarding the emergency generator. This letter attempts to resolve those confusions and explain why the City has arranged for the replacement of the emergency generator and why the City should be reimbursed for the cost of replacement.

### **1. The City Does Not Own the Emergency Generator**

In your letter, you note, “The City’s ownership of a module within Mission Meridian Village requires it to maintain the module, in order to fulfill its obligations to the community.” To clarify, the City owns two condominium units, F-1 & F-2, within Module F. (CC&Rs, § 1.1.36–1.1.38.)

The City does not own Module F. Section 1.1.5 of the CC&Rs defines “Association Property” as “all of the real and personal property and improvements to which the Association shall hold fee title. The Association Property in Phase 1 of the Properties shall include ... Module ‘E’, except the Commercial Units therein; and Module ‘F’, except the Parking Units therein, all as shown in the Condominium Plan.” Thus, the POA owns both Module E and Module F as Association Property.

Your letter states, “It is clear from Paragraph 4, as well as the CC&Rs in Section 9.3 require the City to maintain equipment and improvements serving Module F, which is designed for public parking use by the City. The City must maintain the generator in order for it to fulfill its obligations under the governing documents.” We are unable to identify the “Paragraph 4” you

reference. As for Section 9.3, it does not place a duty on the City to maintain equipment and improvements serving Module F. Section 9.3 reads in relevant part, “The Owner of the Parking Units, ... shall be responsible for the maintenance of the Parking Units and all improvements therein, and shall keep them in a clean and presentable condition.” The City is responsible for units F-1 and F-2 and all improvements therein, and maintains them in a clean and presentable condition.

## **2. The POA is Responsible for Maintaining the Emergency Generator**

As you know, the emergency generator is located in the lower parking structure. Attached as Exhibit A is the ownership schematic overlaid on top of a map of the lower parking structure. The rectangle outlined in yellow is the room housing the emergency generator. Exhibit A demonstrates that the emergency generator is located within Module E. As noted above, Module E is “Association Property” and “all of the real and personal property and improvements” belonging to Module E are owned by the POA.

Further, the emergency generator was first installed around 2003 or 2004 by the developer of the property. It is the only generator for the entire project. It serves the entire MMV condominium complex—not just the City’s parking spaces within condominium units F-1 and F-2. Its maintenance is properly the responsibility of the POA.

Civil Code section 4775 provides, “unless otherwise provided in the declaration of a common interest development, the association is responsible for repairing, replacing, and maintaining the common area.” In this case, the term “common area” as used in Civil Code section 4775 is synonymous with the term “Common Property” as used in the CC&Rs. “Common Property” is defined to “mean the Common Area and the Association Property.” (CC&Rs, § 1.1.14.) The CC&Rs confirm the POA’s responsibility, stating, “Except as otherwise provided in this Declaration, the Association shall be responsible for the maintenance, repair and replacement of all Association Property, ... The Association shall keep such Association Property in good condition and repair, provide for all necessary and appropriate maintenance services, and cause all acts to be done which may be necessary and proper to assure the maintenance of such Association Property improvements in a presentable first-class condition. (CC&Rs, § 11.1) The emergency generator is Association Property that should have been replaced by the POA.

This obligation is also consistent with Section IV(B) of the Development and Disposition Agreement (“DDA”), which states: “Maintenance of Site: With the exception of the Gold Line Parking Area, the Commercial Parking Area, and Convalescent Parking Area, Developer shall maintain the Site and improvements thereon and shall keep the Site free and from any unreasonable accumulation of debris or waste materials.” Section 3(a) of Attachment No. 6 to the DDA, titled “Agreement Containing Covenants Affecting Real Property,” states, “Owner hereby covenants and agrees on behalf of itself and any successors and assigns [to] ... maintain or cause to be maintained the Site (except the Gold Line Parking Area, the Convalescent Parking Area and the Convalescent Laundry Use Area) and all improvements thereon (including but not limited to landscaping) in good order, condition and appearance and keep the Site reasonably free from any debris and waste materials.” The emergency generator is not located within the Gold Line Parking Area, the Convalescent Parking Area, or the Convalescent Laundry Use Area, and is therefore the responsibility of the POA.

## **3. Replacement of the Emergency Generator was Required by SCAQMD**

On September 6, 2017, the City received a letter from the South Coast Air Quality Management District (SCAQMD), attached as Exhibit B, denying its application for a permit to

operate an internal combustion emergency generator. The denial was “Based on the manufacturer’s information available to [SCAQMD which notes] the emissions from this engine exceed the BACT requirement in AQMD Rule 1303(a) for NOx, CO, and PM.” The letter mandated that the City — as the permitted party — either replace the emergency generator or be subject to citation.

On November 21, 2017, the City received a second letter from SCAQMD, attached as Exhibit C, issuing a citation for \$1,600 and requiring proof of compliance. The City paid the citation, publicly bid the replacement of the emergency generator, and authorized its purchase on April 17, 2019. The City Council has awarded the construction contract to replace the emergency generator to New Art Construction, Inc. in the amount of \$87,800.

Replacing the emergency generator through the City’s public bidding procedures was the most economical option for all parties. The replacement was competitively bid, and the City’s contract reflects the lowest responsible bid to hire a licensed contractor to replace the emergency generator to meet the mandates of SCAQMD. Given the regulatory mandate by the SCAQMD, the POA has no authority to refuse to replace the emergency generator.

The City is waiting to receive payment from the POA before authorizing the contractor to replace the old generator. On April 15, 2019, the City sent a letter to the POA, noting that replacement of the generator would cost approximately \$85,000 and that the City expects to be reimbursed for the cost of replacement through the POA’s reserve account. Regrettably, the SCAQMD’s letter was not attached to our April 15, 2019 letter, which may have resulted in some confusion. This fact does not change the conclusion that the emergency generator was required to be replaced and that the responsibility for replacement of the emergency generator falls to the POA.

#### **4. The City Has a Right to Replace the Emergency Generator and Seek Reimbursement**

Under Section 3(b) of the Agreement Containing Covenants Affecting Real Property, attachment No. 6 to the DDA, the City’s remedy for the POA’s failure to maintain the property is to fix the problem itself. Section 3(b) reads, in part, “If, at any time, Owner fails to maintain, or cause to be maintained, the Site (except the Gold Line Parking Area, the Convalescent Parking Area and the Convalescent Laundry Use Area) as required by this Covenant Agreement, and that condition is not corrected after the expiration of a reasonable period of time not to exceed thirty (30) days after the date of written notice from City, City may perform the necessary landscape or other maintenance and Owner shall pay be [sic] responsible to pay for all costs incurred for such maintenance.”

The City first notified the POA regarding this issue in April 2019. This letter serves as the second notice that the emergency generator must be replaced by the POA and that the POA is responsible for the costs of that replacement, including reimbursement of the City for its costs in performing the necessary maintenance obligations of the POA, under the authority of Section 3(b).

#### **5. The City Should be Reimbursed for the Cost of Replacing the Emergency Generator**

The POA has the obligation to pay for maintenance and replacement of common area capital improvements. It has the authority under both the CC&Rs and the Bylaws to reimburse the City for the cost of the emergency generator. Section 5.1.14 provides “The Association, in its sole and absolute discretion, and as more fully set forth in its Bylaws, shall have the power to perform the following acts: ... The Association has the right and power to contract, provide and



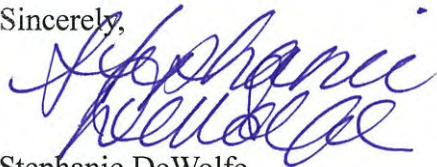
pay for (i) maintenance, utility, gardening and other services benefiting the Project; (ii) payment of persons necessary to accomplish the obligations of the Association; and (iii) legal and accounting services.” Further, Section 4.1 of the Bylaws, titled “Powers”, states in part that the POA has the authority to “Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, or the Declaration.” Under the CC&Rs, the reimbursement for the emergency generator qualifies as “other services benefiting the Project” and “payment of persons necessary to accomplish the obligations of the Association.” Additionally, the payment would be within the “authority vested in or delegated to” the POA under the Bylaws.

The General Reserve Fund is the appropriate source of money to pay for the replacement generator. Section 7.3.2 states, “An adequate General Reserve Fund for the deposit of Reserve repair and/or replacement of the capital improvements within the Common Property that are the responsibility of the Association to repair and/or replace and exclusive of Reserves for the Special Benefit Area(s).” The replacement of the generator is a capital improvement because it extends the project’s useful life and adds to its overall value. It is our understanding that the General Reserve Fund carries a balance of \$680,000, which is more than sufficient to reimburse the City for the cost of the emergency generator. The use of reserve funds is especially appropriate here given that the emergency generator is also “Common Property,” serving other condominium units.

The CC&Rs do not contemplate a situation such as this, where personal property is owned by one entity and maintained by another. Historically, the City has been forced to maintain the emergency generator because the POA has failed to do so. It was the City who received SCAQMD’s letters, paid the fine, and identified a replacement generator. The City cannot be forced to incur additional expense because the POA is unwilling to comply with its statutory and contractual obligations to manage common area property, which includes the emergency generator. As such, the City requests (A) payment of \$87,800 to replace the emergency generator, as required by law, and (B) acceptance of the transfer of the SCAQMD permit to the POA.

The City would be happy to meet with you to discuss these and other matters. A written response to this letter could better inform the meeting and facilitate a more productive meeting. If you have any questions or comments, please contact Margaret Lin, Manager of Long Range Planning and Economic Development at (626) 403-7236 or [MLin@SouthPasadenaCA.gov](mailto:MLin@SouthPasadenaCA.gov).

Sincerely,

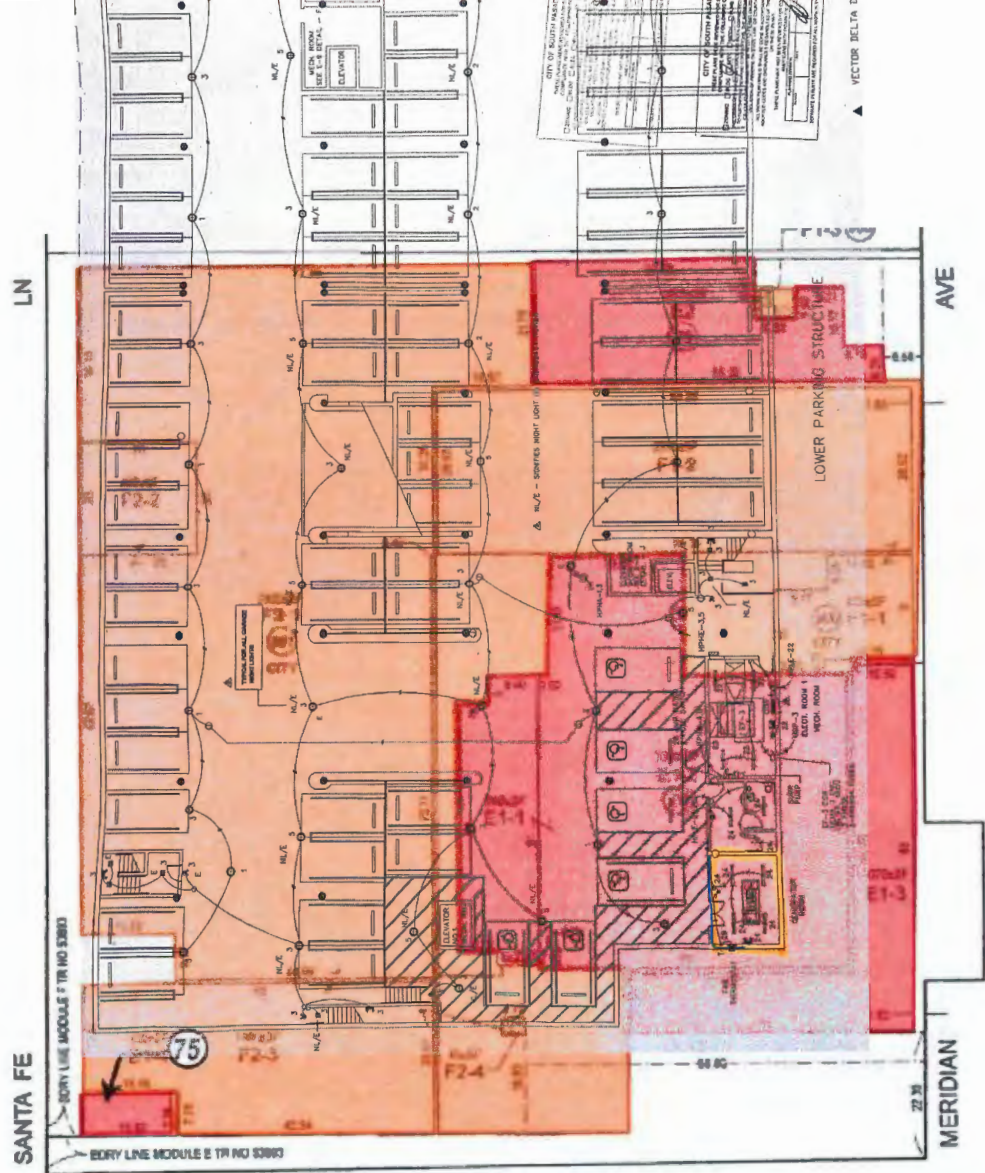


Stephanie DeWolfe  
South Pasadena City Manager

Attachments:

1. Exhibit A – Map Overlay
2. Exhibit B – 9/6/17 AQMD Notice
3. Exhibit C – 6/15/17AQMD Notice





1ST FLOOR

CITY OF BOULDER  
 DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT  
 1700 SPRING CANYON ROAD, SUITE 200, BOULDER, CO 80502  
 (303) 440-3100  
 WWW.BOLDERGOV.COM



South Coast  
AQMD

# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

17 SEP -6 P4:21

City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030  
Attention: Francois Brard

APPLICATION NO. 596787 (Facility ID: 181068)

Internal combustion engine, Cummins, Model 6BT5.9-G6, diesel-fueled, 6 cylinders, 4-cycle, turbocharged, rated at 170 BHP, driving an emergency electrical generator.

Located at 805 Meridian Avenue, South Pasadena, CA 91030

Your application for a Permit to Operate the equipment described above has been evaluated by our engineers. Based upon this evaluation, this application is denied for the following reasons:

The emissions from this engine are subject to the requirements of Best Available Control Technology (BACT) according to South Coast Air Quality Management District (SCAQMD) Rule 1303(a). Based on the manufacturer's information available to us, the emissions from this engine exceeds the BACT requirement in AQMD Rule 1303(a) for NOx, CO, and PM.

Rule 212 provides, in essence, that the Executive Officer shall deny an application if it does not meet the requirements set by the Rules and Regulations of the South Coast Air Quality Management District.

Enclosed is a copy of Form 400-D, which briefly describes some important facts that you should know regarding this denial. The form also outlines the options available to you as a result of this action.

If you have any questions concerning the denial of your application, please contact Mr. Arnold Peneda at (909) 396-2475.

Very truly yours,

William C. Thompson, P.E.  
Senior Engineering Manager  
Engineering and Permitting

Enclosure  
Certified Mail/Return Receipt Requested





# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

## IMPORTANT INFORMATION CONCERNING DENIALS

A letter of denial is a form of legal action and is considered as such by the Air Quality Management District.

The information contained herein is provided to emphasize the importance of taking the proper steps without delay after receiving a letter of denial. This information is not intended to take the place of competent legal advice.

You are advised that the Hearing Board of the Air Quality Management District has been established by law to hear appeals of actions of the Executive Officer. Should you elect to file a petition to appeal a denial, it is recommended that you familiarize yourself with the Rules and Regulations of the Air Quality Management District and with the sections of Chapters 4 & 8, Division 26, of the Health & Safety Code of the State of California.

After receiving a letter of denial, you have the following options:

1. File an appeal with the Hearing Board within 30 (thirty) days after the receipt of this denial, OR
2. File a petition with the Hearing Board for a variance to permit operation of the equipment while the air pollution problem is being solved, OR
3. Suspend construction or operation of all equipment involved and file a new application with the Air Quality Management District for authority to make alterations which will comply with the objections stated as the reasons for the denial, OR
4. Abandon construction or operation of all equipment involved in the denial.

In all cases, construction or operation of all equipment involved must be suspended completely until either a valid permit to construct or a permit to operate has been issued by either the Air Quality Management District or the Hearing Board. In no way can the filing of either a new application with the District or a petition with the Hearing Board be construed as permission to continue the construction or operation of the equipment involved.

Existing laws state that every person who builds, erects, alters, uses or operates any source capable of emitting or controlling air contaminants without first obtaining the necessary permits is guilty of a misdemeanor and that every day during which such violation occurs is a separate offense.

Should construction or operation be continued after receipt of a denial, the Executive Officer will take whatever legal action is deemed necessary, as prescribed by existing laws and regulations.



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

OFFICE OF THE GENERAL COUNSEL

[Redacted]

Work Phone: [Redacted]

Email: [Redacted]

Fax: [Redacted]

November 15, 2017

NOV 21 2017  
CITY OF SOUTH PASADENA  
RECEIVED  
NOV 20 2017  
PUBLIC WORKS DEPT.

**CITY OF SOUTH PASADENA**  
1414 Mission Street  
South Pasadena, CA 91030

Re: Notice(s) of Violation: P64135  
Date issued: June 15, 2017  
Rules violated: 203 (a)

I have been assigned to resolve the referenced Notice(s) of Violation issued to your facility through the South Coast Air Quality Management District. Minor Source Penalty Assessment Program (MSPAP), Notices of Violation are issued when a facility violates one or more SCAQMD Rules. SCAQMD Rules are designed to regulate equipment and operations associated with the production of air emissions and to ensure proper permitting and record-keeping. The SCAQMD enforces Rules by conducting field inspections and audits. When the SCAQMD identifies and documents violations, civil penalties are imposed. MSPAP is the SCAQMD's most simple and expeditious penalty resolution process.

The AQMD's penalty authority is set forth in California Health and Safety Code Section 42402, et seq. These code sections identify maximum penalties based upon the duration of the violation and the degree of fault. Section 42403 requires consideration of mitigating circumstances that could reduce the amount of the penalty.

I have reviewed your case. Based upon the consideration of initial mitigating circumstances, I am authorized to offer a settlement in this matter for a penalty in the amount of **\$1,600.00**. I may be able to consider additional mitigations for unique circumstances. If you have information you wish for me to consider prior to final settlement, please contact me immediately. You may contact me by telephone to discuss the matter directly, or, you may provide me with written correspondence outlining detailed circumstances you believe warrant further consideration. I am providing telephone, email and mailing information in this letter.

Your current settlement offer requires the following:

1. Proof of compliance.
2. Payment of a civil penalty in the amount of **\$1,600.00**.
3. Completion and return of this letter.

Once settled:

1. You will be released from any and all civil penalties in the referenced Notice(s) of Violation.
2. This settlement shall not constitute an admission of violative conduct in any administrative or judicial proceeding.

CITY OF SOUTH PASADENA

Notice(s) of Violation: P64135

Page 2 of 2

If these terms are acceptable, please sign and return this letter with proof of compliance and a check or money order in the amount of \$1,600.00 payable to SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT. Mail to:

South Coast Air Quality Management District  
ATTENTION: Gilbert Vita, Investigations Unit  
21865 Copley Drive  
Diamond Bar, CA 91765-4178

You should make a copy of this letter for your records. Please understand, a settlement **WILL NOT** be finalized without proof of compliance or upon my explicit approval. If payment is received without proof of compliance, your money will be returned and the settlement will not be considered in affect. Your case will remain open and may be subject to new conditions.

If I do not hear from you by **November 09, 2017** I will reevaluate your case to consider other means of disposition including referral to an attorney or processing through Civil Court. If this occurs the current offer may become null and void.

Please be advised any settlement in this manner will only apply to the referenced Notice(s) of Violation. It is your responsibility to determine if there are other outstanding Notice(s) of Violation not included in this settlement.

Please feel free to contact me at (909) 396-2418 or [gvita@aqmd.gov](mailto:gvita@aqmd.gov) if you wish to discuss this matter further.

Sincerely,



Gilbert Vita  
Investigator

Each party hereto represents that she or he has read and understands this agreement, has the authority to enter into this agreement, and signs the same freely.

**CITY OF SOUTH PASADENA**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*For SCAQMD Use Only*

<i>Memo #</i>	<i>Date In Compliance</i>	<i>Initials</i>

Note: If you are a member to a multiple party violation where several notices were issued for the same offense, the District will settle these cases together. However, if one party agrees to take responsibility and pay the entire penalty, our records will reflect that all parties were liable for the violation.



# NOTICE OF VIOLATION

DATE OF VIOLATION		
Month	Day	Year
3	7 <del>2</del> <sup>5</sup>	16

Facility Name: <b>City of South Pasadena</b>		Facility ID#: <b>181068</b>	State: <b>CB</b>
Location Address: <b>805 Meridian Ave</b>	City: <b>South Pasadena</b>	Zip: <b>91030</b>	
Mailed Address: <b>1414 Mission St</b>	City: <b>South Pasadena</b>	Zip: <b>91030</b>	

YOU ARE HEREBY NOTIFIED THAT YOU HAVE BEEN CITED FOR ONE OR MORE VIOLATIONS OF THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) RULES, STATE LAW OR FEDERAL LAW. IF PROVEN, SUCH VIOLATION(S) MAY RESULT IN THE IMPOSITION OF CIVIL OR CRIMINAL PENALTIES.

EACH DAY A VIOLATION OCCURS MAY BE HANDLED AS A SEPARATE OFFENSE REGARDLESS OF WHETHER OR NOT ADDITIONAL NOTICES OF VIOLATION ARE ISSUED.

### DESCRIPTION OF VIOLATIONS

#	Authority*	Code Section or Rule No.	SCAQMD Permit to Operate or CARB Registration No.	Condition No. (if Applicable)	Description of Violation
1	<input checked="" type="checkbox"/> SCAQMD <input type="checkbox"/> CH&SC <input type="checkbox"/> CCR <input type="checkbox"/> CFR	201			Constructing a diesel driven emergency generator (ICE) rated to 750 bhp without first obtaining a valid permit to construct.
2	<input checked="" type="checkbox"/> SCAQMD <input type="checkbox"/> CH&SC <input type="checkbox"/> CCR <input type="checkbox"/> CFR	203(a)			Operating emergency generator driven by a diesel ICE rated to 750 bhp without first obtaining a valid permit to operate.
3	<input type="checkbox"/> SCAQMD <input type="checkbox"/> CH&SC <input type="checkbox"/> CCR <input type="checkbox"/> CFR				
4	<input type="checkbox"/> SCAQMD <input type="checkbox"/> CH&SC <input type="checkbox"/> CCR <input type="checkbox"/> CFR				
5	<input type="checkbox"/> SCAQMD <input type="checkbox"/> CH&SC <input type="checkbox"/> CCR <input type="checkbox"/> CFR				

Has  
sur

Served To: <b>Francis C. Beard</b>	Phone: <b>626-403-7379</b>	Served By: <b>Shawn Wang</b>	Date Being Served: <b>6/15/17</b>
Title: <b>Facilities Supervisor</b>	Email: <b>Fbeard@Southpasadena</b>	Phone No. (if different): <input checked="" type="checkbox"/> 909-396-3319 <input type="checkbox"/> 310-233-	Email: <b>SWANG @ aqmd.gov</b>

*Key to Authority Abbreviations: SCAQMD - South Coast Air Quality Management District CH&SC - California Health and Safety Code CCR - California Code of Regulations	CA.gov CH&SC - California Health and Safety Code CFR - Code of Federal Regulations	Method of Service: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> Certified Mail
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ORIGINAL

SCANNED

VA

From: Heather Delman <[REDACTED]>  
Sent: Friday, June 11, 2021 9:49 AM  
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>  
Subject: Gas blowers

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please allow this item from Cacciotti to be put on the agenda. Would love to ban these noisy and toxic tools.

Heather Delman  
So Pasadena Resident



From: Colin Singer <[REDACTED]>  
Sent: Friday, June 11, 2021 1:31 PM  
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>  
Subject: Gas Powered Leaf Blower Ban Proposal Hearing

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

If the city can crow about its AGZA award for using non-gas powered gardening equipment, then it can at least add a hearing on the proposed ban on gas powered gardening equipment. If not, it's hypocrisy is showing. There are studies showing that the one cylinder gas powered engines on gardening equipment pollute much more than somebody walking down the street smoking a cigarette. And yet we have a no smoking ordinance that does just that. They pollute more than many full sized vehicle engines too. They are required to display a current CARB sticker too, but who is to say they are inspected after the business license is granted. It is not only a quality of life issue but a public health issue as well. Please grant a public hearing on the matter.

Sent from my iPad

From: Lela [REDACTED] >  
Sent: Tuesday, June 15, 2021 11:28 PM  
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>  
Subject: Public comment 2). General — Dogs without leashes in South Pasadena's Garfield Park

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Evening Madam Mayor and City Council Members:

My Name: Lela Bissner  
Agenda Item: 2). Public Comment - General

First, let me state, I love dogs. I have had many dogs in my lifetime. However, I love dogs on leashes. This is not necessarily the case at our beautiful Garfield Park.

I enjoy our lovely park on many occasions. More so these days —particularly since I moved into a condo right on Park Street and Mission. I walk through this great park, meet and greet friends and take “yoga in the park” classes.

However, my enjoyment has been disturbed by our little furry friends running through the park without a leash—running up to me and jumping all over, sometimes biting and sometimes almost tripping me. Try taking a yoga class with a dog sniffing around, walking on you while you are in a yoga pose. No, not the worse thing in the world to happen. But, South Pasadena City Code, Section 5.44 clearly states we must control our dogs by chain or leash. I'm just asking for that control. (Of course, we have a wonderful dog park on Stoney Drive for our furry friends to run free).

Is there a way we could post signs in the park clearly stating our City Code section law? I feel confident you will work with all of us to make this “pawsible.”

Respectfully submitted,  
Lela Bissner

**From:** Mark Gallatin <[REDACTED]>  
**Sent:** Wednesday, June 16, 2021 1:41 PM  
**To:** City Council Public Comment <ccpubliccomment@southpasadenaca.gov>  
**Subject:** Public Comment - General

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening Mayor Mahmud and members of the City Council,

Tomorrow, the City will be receiving proposals on the RFP for in-ground retractable bollards to be located in our Mission Street West National Register Historic District. The RFP contemplates that City Council award of the project will take place at the July 7 Council meeting. Upon initiation of the project, a kickoff meeting with the successful proposer will take place and a project schedule developed. This will be followed by the creation of a Working Group comprised of members of the Public Works Department, Fire Department, Police Department, Chamber of Commerce, and Mobility and Transportation Infrastructure Commission. The Working Group will provide input and feedback on the appropriate design and location for the in-ground retractable traffic bollards.

Given the location of these proposed bollards in the heart of our National Register historic business district, their appearance must be compatible and consistent with the character of the district. Without proper consideration of aesthetics, the selection of a contemporary, utilitarian design, while functional, would result in the addition of visual blight to this place that is so critical to shaping South Pasadena's identity. If appropriate design choices are not available in retractable bollards, perhaps alternative means of achieving the project's objectives are in order.

In any event, I write to you today to respectfully request that when awarding this contract, that you direct staff to expand the composition of the Working Group to include a representative of the Cultural Heritage Commission (CHC) so that the interests of achieving a historically compatible project can be represented. On a macro scale, I would once again urge the Council and City Manager to adopt a policy of consulting with the CHC when planning any capital projects in a historic district or impacting a historic resource. Thank you for your time and your consideration of this matter.

Sincerely,

Mark Gallatin, AICP  
Vice-Chair, Cultural Heritage Commission

Sent from my iPad

**Regular City Council Meeting**  
**E-mail Public Comment 06/16/2021**

**AGENDA ITEM NO. 9**  
**Proposed Fiscal Year 2021-2022 Annual Budget**

1. Bill Kelly
2. PJ Lutz
3. Bianca Richards

**From:** William Kelly <[REDACTED]>  
**Sent:** Tuesday, June 15, 2021 5:26 PM  
**To:** City Council Public Comment <ccpubliccomment@southpasadenaca.gov>  
**Subject:** Public Comment on Item 9 for City Council's June 16, 2021, Meeting

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Care First South Pasadena commends the city staff for considering and incorporating many of its proposals to advance social, racial, economic, and environmental justice in the city's budget for fiscal year 2021-22.

In particular, Care First applauds the city for including \$200,000 for a crisis intervention team to relieve police from the role of first responders for welfare checks and calls related to unhoused residents. In addition, Care First supports the budget's plan to hire four new staff members, including two in the Planning Department to work in part on affordable housing initiatives and two in the Public Works Department to work on environmental, transportation, and infrastructure improvements.

Care First looks forward to participating in the upcoming process to allocate more than \$9 million in one-time funding from a cell phone tower lease and under the American Rescue Plan Act, as well as a review of the city's many yet unspent designated reserve funds. We will advocate for the city to use some funds as seed money to get more of Care First's budget proposals off the ground.

Thanks,  
Care First South Pasadena

Submitted By:  
Bill Kelly

[REDACTED]  
[REDACTED]

**From:** PJ Lutz <[REDACTED]>  
**Sent:** Tuesday, June 15, 2021 8:39 PM  
**To:** City Council Public Comment <ccpubliccomment@southpasadenaca.gov>  
**Subject:** Comment on Finance Committee Item

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am disheartened to hear that the City is budgeting for part-time staff for the Library, but not willing to return the Library to its former staffing level of 11 full-time employees.

Our library is a center of our community (ranked in the top 5 most important services in a recent survey of residents), and deserves to be a priority when it comes to funding. While I understand wanting to provide part-time staff so the Library does not have to reduce the hours it is open, this is not addressing the long-standing need to have full-time staff to not only maintain but update and improve the integrated library system.

The Support Services staffing has never been reorganized in response to the extensive technological changes of the last 20 years or so. Those services are the backbone of modern library services. To meet all of these needs could easily require 11 full-time employees in addition to part-time staff.

Lack of full-time staffing is preventing the library from offering comprehensive services to our community, which is simply unacceptable.

PJ Lutz

--

P.J. Lutz (she/her)

[REDACTED]

**From:** Bianca Richards <[REDACTED]>  
**Sent:** Wednesday, June 16, 2021 3:23 PM  
**To:** City Council Public Comment <ccpubliccomment@southpasadenaca.gov>  
**Subject:** Public Comment for Item # 9, June 16, 2021 City Council

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I just want to thank the new city manager and staff for the modifications made to the budget proposal in regards to the Library. Public Comment did make a favorable impact and while I appreciate the increase in the part time budget in the amount of \$64,000 added to the library PT staffing. I trust that the new City Manager will evaluate staffing needs and return at mid-year to revisit the full time position request.

The library will be undertaking a strategic planning process and we are aware that when it comes to technology, the library is behind the times. There are plans to implement a laptop/tablet checkout kiosk and Wi-Fi hotspot lending. The library would like to be open 7 days a week for 57 hours to better serve the community. It is imperative to bring the library into the 21<sup>st</sup> century. Let's think bigger for the future of the library.

Thank you,

Bianca Richards