



Additional Documents Distributed for the City Council Regular Meeting of December 21, 2022

Item No.	Agenda Item Description	Distributor	Document
2.	PUBLIC COMMENT – GENERAL	Patrick Siebert	Email to Council
2.	PUBLIC COMMENT – GENERAL	Alan Ehrlich	Email to Council
2.	PUBLIC COMMENT – GENERAL	Anne Bagasao	Email to Council
2.	PUBLIC COMMENT – GENERAL	Yvonne LaRose	Email to Council
2.	PUBLIC COMMENT – GENERAL	Clarence Au-Young	Email to Council
2.	PUBLIC COMMENT – GENERAL	Yvonne LaRose	Email to Council
A1.	City of South Pasadena v. California Department of Transportation (LASC Case No. 21STCP01779)	Mark Gallatin	Email to Council
A1.	City of South Pasadena v. California Department of Transportation (LASC Case No. 21STCP01779)	Jim Tavares	Email to Council
A1.	City of South Pasadena v. California Department of Transportation (LASC Case No. 21STCP01779)	Tom Williams	Email to Council

**Public Comment
December 21, 2022
Item No. 2**

From: [adfas.qwer](#)
To: [City Council Public Comment](#)
Subject: Relocate Project
Date: Wednesday, December 7, 2022 12:33:10 PM

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.

Dear Council members:

I will be attending the town hall meeting on 12/7/2022 to discuss the peacocks' relocation project that's been on South Pasadena's residents' mind as of late.

Hope to see you at the meeting

Sincerely;
Patrick Siebert

From: [Alan Ehrlich](#)
To: [City Council Public Comment](#)
Cc: [Janet Braun](#); [Armine Chaparyan](#); [Zane Hill \(SoPasReview\)](#); [Steve Lawrence](#); [Bill Glazier](#)
Subject: Public Comment Item 13, Warrants | Did any of you review this? CHW Special Projects for Oct, \$53,006
Date: Wednesday, December 7, 2022 4:09:46 PM
Attachments: [ATT00001.jpg](#)
[Legal CHW 221207.pdf](#)

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.

Councilmembers

The CHW warrant in this evening's council packet is for a total of \$105,773. That projects to \$1 mill annually, double the city's annual legal bill while we were fighting the 710. Just over 50% of the total is for the 'black box' called Special Projects, \$53,006. This is simply untenable and indefensible.

If one of the issues is Public Records Requests, which has been a repeated claim of councilmembers for almost 3 years, maybe the council should be asking why, and directing resources to the city clerk's department to catch up rather than the outside law firm. Perhaps if the council members acted half as transparently and with some sense of accountability as each of you claimed when you were running for office, the public would not need to request the volume of PRA's you have claimed is driving this expense. Solve the problem rather than gaslighting residents whose trust you have lost. The council is responsible for the hiring and performance evaluation of the city attorney. The professional courtesy, and lack of oversight, as demonstrated by your 'not in our strategic plan' jobs program for lawyers, when this council struggled to consider or approve 'hero pay' for essential workers is offensive.

I will make it my mission to ensure that next year's budget and strategic plan include a commitment to reining in runaway legal fees. Taxpayers and residents don't want anymore excuses, we want action and accountability from our elected council members.

In closing, I guess the taxpayers & residents of South Pas should be grateful that the City is 'only' involved in 8 lawsuits this month, down from the peak of 16.

Alan Ehrlich

"Sunlight is said to be the best of disinfectants."

- Supreme Court Justice Louis Brandeis

-

"Openness in government is essential to the functioning of a democracy."

International Federation of Professional & Technical Engineers, Local 21 v. Superior Court
California Supreme Court, 42 Cal.4th 319 (2007)

CHWP2010 - Colantuono,Highsmith & Whatley,PC

0	12/07/2022	
Inv	53922	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	General Services - October 2022	10,017.57
Inv 53922 Total		10,017.57
Inv	53923	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	Labor & Employment - October 2022	4,263.00
Inv 53923 Total		4,263.00
Inv	53924	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	Water & Utilities - October 2022	1,198.50
Inv 53924 Total		1,198.50
Inv	53925	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	Special Projects - October 2022	53,005.86
Inv 53925 Total		53,005.86
Inv	53926	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	Litigation - October 2022	1,298.50
Inv 53926 Total		1,298.50
Inv	53927	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	Litigation - October 2022	1,347.50
Inv 53927 Total		1,347.50
Inv	53928	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	Litigation - October 2022	3,361.00
Inv 53928 Total		3,361.00
Inv	53929	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/22/2022	Litigation - October 2022	10,563.81
Inv 53929 Total		10,563.81

Check Number	Check Date		Amount
Inv 53930			
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/22/2022	Litigation - October 2022		10,473.11
Inv 53930 Total			10,473.11
Inv 53931			
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/22/2022	Litigation - October 2022		637.00
Inv 53931 Total			637.00
Inv 53932			
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/22/2022	Litigation - October 2022		6,091.15
Inv 53932 Total			6,091.15
Inv 53933			
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/22/2022	Litigation - October 2022		3,516.25
Inv 53933 Total			3,516.25
0 Total:			105,773.25
CHWP2010 - Colantuono,Highsmith & Whatley,PC Total:			105,773.25
KRSCOLE - Cole, Kristy			
315550	12/07/2022		
Inv KC645			
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/14/2022	Closed Water Account Refunds		17.37
Inv KC645 Total			17.37
Inv KC646			
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/14/2022	Closed Water Account Refunds		4.93
Inv KC646 Total			4.93
315550 Total:			22.30
KRSCOLE - Cole, Kristy Total:			22.30
ROSCLLR - Collier, Rosalyn B.			
315551	12/07/2022		

From: [Elizabeth Anne Bagasao](#)
To: [Alan Ehrlich](#); [City Council Public Comment](#)
Cc: [Janet Braun](#); [Armine Chaparyan](#); [Zane Hill \(SoPasReview\)](#); [Steve Lawrence](#); [Bill Glazier](#)
Subject: Re: Public Comment Item 13, Warrants | Did any of you review this? CHW Special Projects for Oct, \$53,006
Date: Wednesday, December 7, 2022 4:19:31 PM
Attachments: [ATT00001.jpg](#)

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.

Thank you, Alan. Perhaps we could avoid these conversations in the future if the City was transparent about the cost of fulfilling their obligation to provide the public with information and increase the City Clerk's budget and staff.

Best,

Anne Bagasao

From: Alan Ehrlich [REDACTED]
Sent: Wednesday, December 7, 2022 4:09 PM
To: City Council Public Comments <CCpubliccomment@southpasadenaca.gov>
Cc: Janet Braun [REDACTED]; Armine Chaparyan [REDACTED]; Zane Hill (SoPasReview) [REDACTED]; Steve Lawrence [REDACTED]; Bill Glazier [REDACTED]
Subject: Public Comment Item 13, Warrants | Did any of you review this? CHW Special Projects for Oct, \$53,006

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Alan Ehrlich

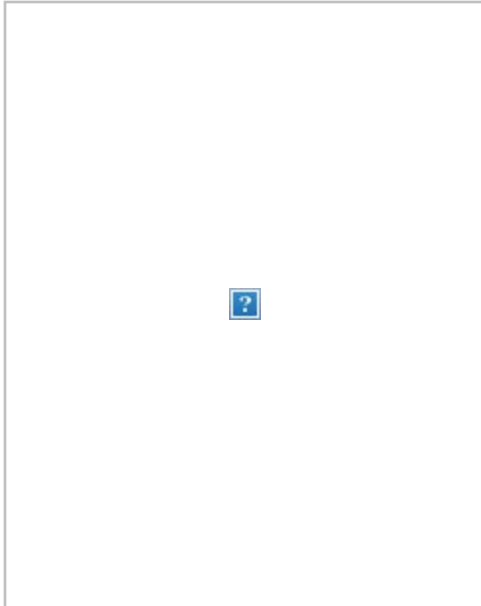
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International Federation of Professional & Technical Engineers, Local 21 v. Superior Court
California Supreme Court, 42 Cal.4th 319 (2007)



From: [Yvonne LaRose](#)
To: [City Council Public Comment](#)
Subject: Public Comment: Psychological Adjustments to DEIB Issues
Date: Wednesday, December 7, 2022 9:14:41 PM

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.

All the wonderful accomplishments we've made in just these past 11 months. It's astounding:

- proclamations about our inclusiveness,
- recognition of heretofore disdained populations,
- strides toward giving equal protection (and punishment) under the law.

All of these positives

But as with Yin and Yang, there's the counterbalancing side of the picture. The statements are one thing. Creating a true community of acceptance and belonging - coming out of the shadows of the past - requires a major leap in psychological reconditioning. That psychological change happens over time with small acts that become the natural. Those are learned from skilled role models.

These small acts are the reverse of concepts such as

community standard as a function of:

- de facto
- de jure
- per se
- and unconscious bias

These misguided values lead to statements such as:

- you need to know your place
- you need to learn respect

and ultimately impact the most important part of the DEIB acronym - belonging.

It's one thing to tout one's advanced degree(s). It's one thing to emblazon employment posting with the standard EEOC language about being an equal opportunity employer. It's wonderful to publish statements about the inherent inclusiveness in one's organization.

It's quite another thing to **actualize** the "I" and "B" of DEIB - inclusiveness and belonging.

Sure, the subject test grades and interviewer's conferred degrees were made based on examinations that tested how well the student regurgitated the textbook.

not real world application and appreciation of the underlying concepts and especially as they affect the end user.

How long will it take until the hands-on experience and expertise begin to serve the client?

Qualifications are good to have, especially when considering the BIPOC candidate against

those who are not. When the required qualifications seem to grow like yeast bread, the actuality of the opportunity comes into question - especially when the candidate is expected to expend increasing amounts of money and effort to meet the minimum standards that are not set upon others.

When it comes to dismantling the taint of being a Sundown Town, one needs to prove that practice is a part of the distant past, not the present. Jim Crow practices and statements such as "You need to know your place" are not acceptable - not in this age.

Truth be told, it very well may be that the candidate IS standing in their correct place but being disrespected and underserved by the one who is NOT qualified.

Viva

Yvonne LaRose

Organization Development Consultant: Diversity/Title VII, Harassment, Ethics

Consultant's Desk - <http://consultantdesk.blogspot.com>

The Desk - <http://thedesk.wordpress.com>

From: [Clarence Au-Young](#)
To: [City Council Public Comment](#)
Subject: Follow-up to crowded air space over South Pasadena by small aircraft
Date: Monday, December 19, 2022 3:46:51 PM

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,

This is Clarence Au-Young. I am writing to follow up with the comments I raised in the Dec 7th city council meeting in that there is a significant number of small aircraft flying over South Pasadena. They start as early as 5 am and sometimes continue until midnight, week days and weekends, one plane after another. It appears they are on a designated flight path which I am guessing to and from the El Monte airport. I like to know what actions has the city council taken since the last meeting, and what results can we expect, and the timing of the result.

I will be calling into the Dec 21st city council meeting to follow up. Thank you.

Clarence

From: [Yvonne LaRose](#)
To: [City Council Public Comment](#)
Subject: Public Comment: Honoring the Tongva; South Pasadena Abortion Safe Harbor City
Date: Wednesday, December 21, 2022 11:44:39 AM

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.

We've made an incredible amount of progress this year by way of changes, improvements, addressing concerning issues. It's impossible to do everything. But there are two matters that are still on my wish list of things to be addressed. Those are:

- Some means of recognizing the Tongva as the first residents and inhabitants of the land we call "our South Pasadena" and their customs
- Declaring South Pasadena as an official safe harbor city for abortion counseling, healthcare services and treatment.

There are quite a number of ways that the First People can be recognized. Earth celebrations and revival of cultural practices could be one means of doing so. Someone recently suggested dedicating a acre of the land that constitutes the Wildlife Nature Park to the Tongva, a gesture that could underscore the action taken by Altadena earlier this year in order to honor the First People.

There are so many other ways to honor these Earthkeepers who established our presence. No doubt several creative, cooperative folk can come together to make this ongoing act of appreciation and honor a reality.

Although Election Day has passed and the Supreme Court ruling that overturned Roe v. Wade (**Dobbs v. Jackson Women's Health Organization**) is now part of our national fabric with regard to issues of privacy and healthcare, there were some pockets of hope for citizens who want to consider, receive, or deliver abortion as a healthcare service. With that small veil of hope also comes a step away from the penalties that would accrue if a person, through no fault of their own, suffered a miscarriage (aka abortion) through no action on their own part. Because of these issues, I would like to see an affirmative declaration that South Pasadena is an abortion healthcare safe harbor.

Viva
Yvonne LaRose
Organization Development Consultant: Diversity/Title VII, Harassment, Ethics

**Public Comment
December 21, 2022
Closed Session
Item No. A1**

From: [Mark Gallatin](#)
To: [City Council Public Comment](#)
Subject: Closed Session Comment on Caltrans Litigation
Date: Wednesday, December 21, 2022 8:02:51 AM
Attachments: [2035 Berkshire Packet.pdf](#)
[FedEx Scan 2022-10-08 13-02-56.pdf](#)
[1997 1015 Staff Report - 10-15-97.pdf](#)
[20221004133113 \(1\) \(1\).pdf](#)
[HoldenEscrowLetter.pdf](#)
[Holden 710 Housing Letter to Caltrans.pdf](#)
[2022-07-08 11pm Partial Draft Settlement Agreement.pdf](#)

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.

Dear Mayor and City Council,

I respectfully request to submit into the public record the following questions and answers to assist you in your deliberations as you formulate your direction to staff in the matter of the Caltrans litigation. Following that are links to relevant documents that support the points made in the Q&A as well as additional such documents as attachments. I make this submittal on behalf of the South Pasadena Preservation Foundation's Subcommittee on the Caltrans Houses (Mark Gallatin, Joanne, Nuckols, Odom Stamps, Mary Urquhart, and Richard Scheider). I appreciate your consideration of the points outlined herein as you give direction to staff on how to proceed. Thank you.

QUESTIONS AND ANSWERS FOR CITY COUNCIL

1. Q: IS THE DOUBLE ESCROW LEGAL? A: YES.

- IT IS MENTIONED 16 TIMES IN THE 2016 710 NORTH EXTENSION FEIR
- IT WAS OFFERED BY CALTRANS TO TENANTS GREG AND ANDREA WEINBRECHT
- IT IS MENTIONED IN CALTRANS FAQs ON THE 710 SALES PROGRAM
- IT WAS USED BY CALTRANS IN OAKLAND IN 2017
- IT APPEARED IN AN EARLY DRAFT OF SB 381

2. Q: WHAT IS THE PROCESS FOR IMPLEMENTING THE DOUBLE ESCROW IN SOUTH PASADENA? A: THERE HAVE BEEN TWO SUCCESSFUL CASE STUDIES IN SOUTH PASADENA

- 2002 BERKSHIRE
- 2035 BERKSHIRE

- ASSEMBLY MEMBER HOLDEN'S INQUIRY
- REAL ESTATE ATTORNEY'S OPINION

3. Q: HOW CAN THE DOUBLE ESCROW BE APPLIED TO THE SALES PROCESS? A: A GLOBAL SETTLEMENT OF THE 626 PROSPECT CASE COVERING ALL SURPLUS PROPERTIES

- THE HAYWARD EXAMPLE
- A PROPOSED DRAFT SETTLEMENT
- A TEMPLATE FOR SPECIAL COUSEL TO FOLLOW

4. Q: WHY SHOULD THE CITY CONTINUE TO FIGHT FOR ITS PROPOSAL TO RENOVATE 626 PROSPECT? A: CALTRANS FAILED TO FOLLOW THEIR OWN RULES IN REJECTING THE CITY'S PROPOSAL

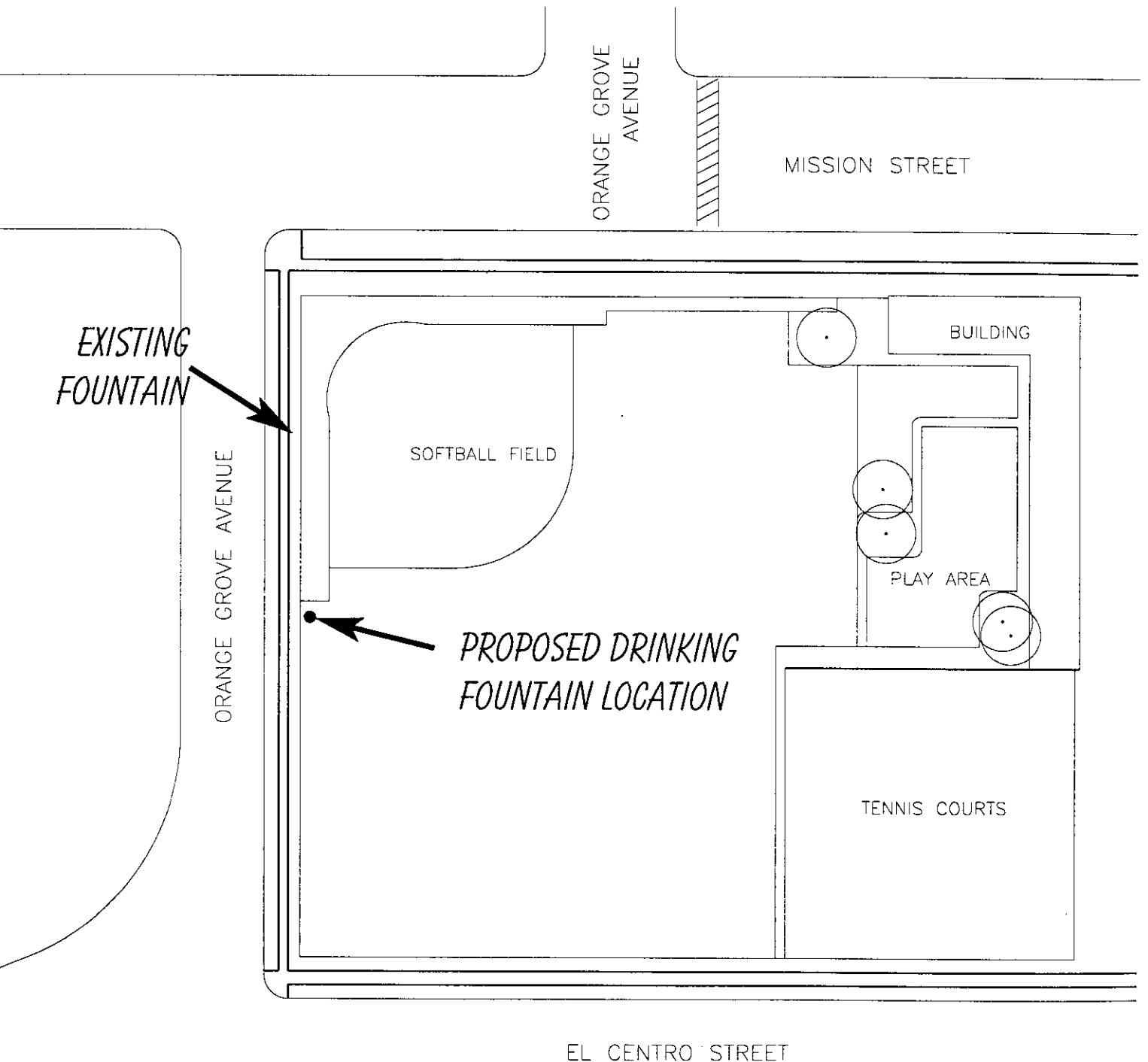
- CALTRANS CREATED AN ILLEGAL CARVE-OUT IN THEIR REGULATIONS FOR FRIENDSHIP BAPTIST COMMUNITY DEVELOPMENT CORPORATION
- THE CITY'S PROPOSAL WOULD HAVE SPENT MORE PER UNIT ON RENOVATION AND ADDRESSED CRITICAL BUILDING SYSTEMS NEEDS
- THE CITY'S PROPOSAL WOULD HAVE GIVEN TENANTS THE OPTION OF CONTINUING TO RENT OR PROVIDE THEM A PATHWAY TO HOMEOWNERSHIP THROUGH A LIMITED EQUITY CO-OP
- THE CITY'S PROPOSAL PARTNERED WITH AN EXPERIENCED DEVELOPER OF AFFORDABLE HOUSING AND THE EXISTING TENANTS.
- THE CITY'S PROPOSAL WOULD PROVIDE PROPERTY TAX REVENUE, NOT GENERATED FOR DECADES ON THIS PROPERTY.
- THE CITY HAS ALREADY WON A TEMPORARY RESTRAINING ORDER AND THE JUDGE STATED THE CITY WAS "LIKELY TO PREVAIL" IN THE CASE.

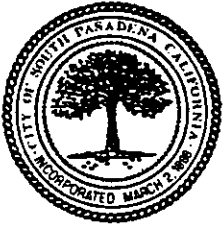
Links to relevant documents:

<https://mcclibraryfunctions.azurewebsites.us/api/ordinanceDownload/16308/991371/pdf>
https://dof.ca.gov/wp-content/uploads/Forecasting/Economics/Documents/Affordable_Sales_SRIA.pdf
[SR-710-Surplus-Property-Sale-FEIR2016.pdf - Google Drive](#)

ORANGE GROVE PARK

CITY OF SOUTH PASADENA





CITY OF SOUTH PASADENA

AGENDA MEMORANDUM

TO: South Pasadena City Council

FROM: *WFC* William F. Campbell, Director of Community Development

DATE: July 17, 1996

SUBJECT: 606 Fairs Oaks Avenue (Bristol Farms Center)
Setting Public Hearing for Zone Change Request

I. Background

On July 8, 1996, the Planning Commission approved the zone change recommendation and the Conditional Use Permit (CUP) to construct a two-level parking structure and additional retail space for the Kutzer Company (Bristol Farms Center). Pursuant to the Municipal Code, the zone change request must be scheduled before the City Council. The CUP is conditionally adopted based on the zone change.

II. Staff Review

According to the Municipal Code, the City Council will need to establish a public hearing date to consider the zone change request.

III. Recommendation

Staff recommends that the City Council set the above matter for public hearing on August 21, 1996, to consider a zone change request for the Kutzer Company (Bristol Farms Center). Additionally, should the CUP be appealed during the 15 day appeal period, the meeting of August 21 will provide ample time to notice the appeal hearing and to allow Council to consider the appeal and zone change request simultaneously.

APPROVED BY CITY MANAGER

G. Holmes

Regular Meeting A.D. - 17

AGENDA ITEM 16



CITY OF SOUTH PASADENA

INTER-OFFICE MEMORANDUM

July 10, 1996

COUNCIL AGENDA: July 17, 1996
TO: City Council
FROM: Linda Holmes, Interim City Manager *LH*
SUBJECT: LEAGUE OF CALIFORNIA CITIES CONFERENCE

BACKGROUND

The annual conference of the League of California Cities will be held October 13-15, 1996, at the Anaheim Convention Center.

STAFF REVIEW

The City Council has not budgeted funds to attend any conferences in 1995-96. Mayor Dorothy Cohen is the Council's representative to the League, and sessions will be held at the conference where voting delegates are needed to represent the City.

The registration fee is \$235 per person for full registration, or \$140 per person for one day. The cost for hotel reservations would be approximately \$85 to \$125 per night.

RECOMMENDATION

It is recommended that the City Council approve full registration and accommodations for the Mayor to attend the conference as the City's voting delegate; approve one-day registration for other interested Councilmembers to attend; and appropriate an amount not to exceed \$1,000 from the general fund balance to the City Council's Account No. 101-1011-8090.

LH:a:\League
Attachment

Sunday - Tuesday

98TH ANNUAL CONFERENCE

October 13 - 15, 1996

Anaheim Convention Center

CITY MANAGER
JUL 0 8 1996

Anaheim

CITIES CREATING SOLUTIONS FOR THE 21ST CENTURY

Regular Meeting A.D. - 19



CONFERENCE OVERVIEW

A detailed schedule with topics and times will be in the full Conference announcement available at the end of July.

SATURDAY, OCTOBER 12

- 9:00 am - 5:00 pm Elected Officials Leadership Academy Sessions
 Special Interest Group Meetings (as requested)
 Special Sessions
- 2:00 - 5:00 pm Board of Directors Meeting

SUNDAY, OCTOBER 13

- 8:30 am Registration and City Hall Open
- 9:00 am Policy Committee Meetings
- 10:30 am Policy Committee Meetings
- 10:30 am - noon Special Interest Sessions
- noon - 1:00 pm Lunch in City Hall (no host)
- 1:00 - 2:30 pm Opening General Session
 Welcome; Nominating Committee Report; Keynote
- 3:00 - 4:30 pm Program Sessions
- 4:30 - 6:00 pm Welcoming Hosted Reception & Exposition Opening

MONDAY, OCTOBER 14

- 7:30 am Division Breakfasts (optional)
- 8:00 am Registration and City Hall Open
- 9:00 - 10:30 am General Session
 Annual Report; Keynote
- 10:45 am - noon Department Business Sessions & Programs
- 11:30 am - 1:30 pm Informal Hosted Lunch in Exposition Area;
 Exhibits Open
- 1:30 pm General Resolutions Committee
- 1:30 - 4:45 pm Program Sessions
- 3:00 - 5:30 pm Exposition Open
- 4:30 - 5:30 pm Hosted Reception in Exposition Area

TUESDAY, OCTOBER 15

- 7:30 am Special Interest Group Breakfasts (optional)
- 8:00 am Registration and City Hall Open
- 8:00 - 9:00 am Hosted Continental Breakfast in Exposition Area
- 8:00 am - 12:30 pm Exposition Open
- 9:00 - noon Program Sessions
- 9:30 am Annual Business Session
- 12:15 - 2:30 pm Concluding General Session Luncheon
 Introduction of New Board Members, Installation of Officers; Keynote
- 2:30 pm Adjourn

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(MCLE) Credit	
Child Care Information	10

CONFERENCE SESSIONS

Most Conference sessions will fit into one of 11 department tracks, and will be of special interest to officials of particular departments. Follow one track through the Conference or select sessions from any track of interest to you. Sessions will focus on different aspects of the Conference theme, "**Cities Creating Solutions for the 21st Century.**" Watch for more details.

While all sessions will offer information of value to small cities, a number of sessions are specifically designed for smaller cities. "Small" means below approximately 15,000 population. These sessions are clearly identified in their title and will be scheduled into a unique track.

General sessions will focus on the Conference theme, and present new ideas on the challenges facing cities. They will also offer important information on League activities and how you can influence the future of cities in California. Be sure to hear the stimulating presentations at the general sessions.

Reminder: Recent amendments to the Ralph M. Brown Act make it clear the Brown Act does not apply to conferences such as this simply because a majority of the city council or other covered body attends. However, those amendments also say a majority of the body may not discuss specific substantive issues at such conferences. Any such discussion is subject to the Brown Act and must occur in a meeting which complies with its requirements.

98TU
ANNUAL CONFERENCE

GET ON TRACK

General Interest Track

- Understanding the November Ballot Issues
- How to Foster Crime-Free Rental Housing
- The National Election and its Implications for Cities
- How to Locally Regulate Alcoholic Beverage Licensing
- Solid Waste Franchising and Financing: Life After *Rancho Mirage* and *Carbone*
- Economic Steps to Create Livable, Viable Communities
- Creating Policies to Support Effective Community Policing
- Youth, Health and Cities: Investing in Your Future
- Toward an Informed Citizenry Through Media Literacy
- Electricity Restructuring: Options and Actions for Cities
- Building Trust Between the Council, City and Citizens
- Water Policies: The Bay-Delta Recommendations and Vital Implications for the Future of Cities
- Groundwater Management: AB 3030 Plans and the Role of and Impacts on Cities
- How to Help Youth Develop Citizenship Skills
- The Standardized Emergency Management System: What Cities Need to Know and Do
- Strategic Visioning: Towards Sustainable Futures
- Thriving in the Telecommunications Revolution: Options and Actions for Cities
- Investment Oversight Committees and the Role of Elected Officials
- The Common Ground Project: How Libraries and Newspapers Can Help Reconnect Citizens

Mayors and Council Members Department Track

- Demonstrating the Need for New Taxes in the Post-*Guardino* Era
- How to Make the Most of Block Grants in Funding Local Services
- Council Actions to Help Prevent Youth Violence
- Strategies to Make LAFCOs Responsive

City Attorneys Department Track



- Litigation Updates - General, Land Use, Tort and Civil Rights, and Personnel
- Municipal Legal Issues (specific subjects to be announced)

City Clerks Department Track

- Managing Diversity - The Ground Rules
- What to Do in Disaster Situations

City Managers Department Track

- Public-Private Partnerships: Preparing for the Future
- Council-Manager Relations

Fire Chiefs Department Track

- Standards of Coverage: What Chiefs and City Managers Need to Know
- Public or Private: What's the Best Way to Deliver Fire Services?
- Fire Service Consolidation: What Elected Officials and Chiefs Must Consider
- How to Work with City Managers: What the IAFC Survey Shows
- The Fire Service Tomorrow: What to Expect and How to Prepare

Elected Officials Leadership Academy

On Saturday, October 12 there will be a number of special Academy sessions for elected officials. Watch for announcements of these sessions and plan to arrive in time to participate and earn Academy credits. In addition, a number of Conference sessions will also carry Academy credits.



GET ON TRACK

Planning and Community Development Department Track

- Crime Prevention through Environmental Design
- Utilizing Local Resources in Promoting Economic Development
- How to Avoid Traps in Planned Unit Development Projects
- How to Do Land Use Planning Given the Changes in Telecommunications Policies and Services
- Managing Ag Land Development

Police Chiefs Department Track

- The Implications of Implementing the POST Strategic Plan
- How to Initiate Successful Victim Support Programs
- What You Can Do to Reduce Youth Violence
- Understanding C.O.P.S.: The Proposed Citizen Option for Public Safety
- How to Calculate the Law Enforcement Costs of Illegal Immigration

Fiscal Officers Department Track

- "Mark to Market:" Promise or Peril?
- Benchmarking Success Stories
- Investment Reporting Guidelines
- Technology for the 21st Century Finance Office
- LALF: Answers to Your Questions

Personnel and Employee Relations Officers Department Track

- Performance Measures and Benchmarks
- Delivering Excellent Customer Service
- Conflict Management and Dispute Resolution
- Training for Those Left After Downsizing
- Dealing with Major Transformations and Psychological Reactions to Change

Public Works Officers Department Track

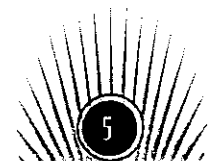
- Managing for Success
- Marketing Public Works: Ten Steps to Building Community Support
- Slicing the Issue: Debating Utility Street Cuts
- Performance Measurement in Public Works

Recreation, Parks, and Community Services Department Track

- Beyond Blame: Challenging Violence in the Media
- How to Initiate Successful Victim Support Programs
- How Libraries Can Help Cities Face the Future
- How to Decide Whether to Opt Out of the County Library System
- Should You Build A Community Arts Facility?
- How the Recreation, Parks and Community Services Can Be Useful to Other City Departments

Small Cities Track

- How to Enhance Your Downtown
- How to Benefit from Community Collaborative Partnerships
- Tips for Getting More Results From Your Resources
- How to Cope with a Nearby Mall
- Small City Finance Management: How to Keep Good Books



ADVANCE REGISTRATION PROCEDURE

GET A BONUS BY REGISTERING IN ADVANCE FOR THE FULL CONFERENCE!

YOUR CONFERENCE REGISTRATION FORM MUST BE POSTMARKED BY SEPTEMBER 18, 1996!

Those who register in advance for the full Conference will receive in their Conference packets a coupon worth \$25 at the City Books Store at the Conference. Don't miss this great way to expand and share your learning with your colleagues in City Hall! Each delegate registered in advance may pick up a badge and program at the Advance Registration Desk in Hall A of the Anaheim Convention Center. Registration will open at 8:30 a.m. on Sunday, October 13, and will continue throughout the business hours of the Conference.

After September 18, please register on-site when you arrive at the Conference.

Registration Fees: (See Advance Registration Form for fee schedule). All fees include a packet of program materials and admission to all Conference program sessions and the Exposition. Full registration fees include two receptions, two lunches and one continental breakfast. One day registration fees include the meal event(s) for the single day and the Exposition.

One-Day Registration: Can't attend the whole Conference? The one-day registration is perfect for you! This is also a helpful and attractive option for mid-level staff. You may register in advance or on-site.

Spouse Registration: There is a \$20 registration fee for spouses to attend the Conference. This spouse registration fee is designed for spouses who are not city or public officials and would not otherwise be attending the Conference. The spouse fee includes admittance to the Conference sessions, the Exposition and the receptions. The fee DOES NOT include meal tickets. Spouse meal tickets may be purchased on-site from the cashier, located in the League Registration Area. There is no refund for the cancellation of a spouse registration fee.

Payment: You may pay for registration and city attorney papers by agency check, personal check, Visa or Mastercard. The League does not accept purchase orders, American Express or Discover Card. Make checks payable to LEAGUE OF CALIFORNIA CITIES. For credit card payment please complete the necessary information on the Advance Registration Form. Payment in full by check or credit card must be made before the registration form will be processed. Payment may be by both check and credit card, e.g., city check for registration and personal credit card for spouses. If so, clearly indicate which method of payment is for which event. If paying by credit card you may fax your registration form to 510/283-7833.

Conference Refund Policy: Advance registrants unable to attend will receive a refund of the paid registration fee, less a \$35 processing charge, if a written request is received by Friday, October 4, 1996. Registrants paying by credit card will be issued a credit to their account. All requests for refunds must be in writing and should be addressed to: League of California Cities Conference Registration Office, Box 1519, Lafayette, CA 94549 (fax 510/283-7833). If you have advanced registered and later find you cannot attend, you may send a substitute in your place at no additional cost. We welcome substitutes, even on-site.

Money Back Guarantee: We are confident you will get money-saving ideas at the Conference. City officials registered for and participating in the full Conference and Exposition are assured of learning about ideas and services which will save your city money or increase its productivity. If you participate in the full Conference and believe you received nothing that can be adapted to save your city money or increase productivity, you may write the League before October 18, 1996 and request a refund of your registration fee.



ADVANCE CONFERENCE REGISTRATION FORM

LEAGUE OF CALIFORNIA CITIES - 98TH ANNUAL CONFERENCE

OCTOBER 13-15, 1996

City/Organization _____

This form is for Conference registration and NOT for hotel reservations.

In the space below, enter the name and official title as they should appear on the Conference badge and registration card. If registering a spouse who is not a city or public official, give the name as it should appear on the Conference badge, and include the \$20 registration fee with this form. Unless the spouse registration fee accompanies this form, the spouse registration will not be processed. Spouse registration fee does not include meal tickets. Spouses of registrants may purchase a ticket on-site for any meal events they wish to attend.

Please mark any delegate who is ordering City Attorney Papers. One-day registrants will be admitted only on the day indicated; the day must be indicated for one-day registration to be processed. Unless payment in full accompanies this form, advance registration will not be processed.

NAME	TITLE (if not a city official)	SPOUSE NAME (if attending)	<input checked="" type="checkbox"/> FIRST TIME ATTENDEE	<input checked="" type="checkbox"/> CITY ATTORNEY PAPERS	SINGLE DAY (indicate which day)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

If any registrant requires special accommodations for disabilities, please call 510/283-2113.

Indicate payment type:

- Personal Check City/Agency Check
 VISA Mastercard

Make check payable to: **League of California Cities**

(PLEASE, NO PURCHASE ORDERS, AMERICAN EXPRESS OR DISCOVER CREDIT CARDS)

Name on Card: _____

Credit Card #: _____

Expiration Date: _____

Authorized Signature: _____

Registration receipts will be mailed to the one person indicated below, who agrees to give receipts to each registrant:

Name: _____

Address: _____

City: _____

Zip: _____

Phone: () _____

Fax: () _____

ADVANCE REGISTRATION PAYMENT SUMMARY

City officials *(elected & appointed officials, commissioners, staff, etc.)*

_____ Full registration @ \$235 = \$ _____
 _____ One day registration @ \$140 = \$ _____

Non-city public officials *(county, state, district, federal)*

_____ Full registration @ \$260 = \$ _____
 _____ One day registration @ \$165 = \$ _____

All others

_____ Full registration @ \$285 = \$ _____
 _____ One day registration @ \$190 = \$ _____

Spouse *(if not a city or public official)*

_____ @ \$ 20 = \$ _____

Optional

_____ City Attorneys Papers* @ \$ 40 = \$ _____

Please check registrant(s) requesting paper(s)

TOTAL ENCLOSED \$ _____

**Cost not included in registration amount. Papers will be available at the Conference. If not picked up at the Conference, papers will be mailed after the Conference.*

THIS FORM MUST BE POSTMARKED BY FRIDAY, SEPTEMBER 18, 1996.

PLEASE MAIL TO: League of California Cities Conference

Registration Office
 P.O. Box 1519, Lafayette, CA 94549
 510/283-2113
 Fax 510/283-7833 (use only if paying by credit card)

After Wednesday, September 18, 1996,
PLEASE REGISTER ON-SITE

Regular Meeting A.D. - 25



HOTEL REGISTRATION PROCEDURE

All reservation requests must be made in writing on the Hotel Reservation Form (page 9) and processed through the League of California Cities Housing Bureau in Anaheim. No telephone requests will be accepted. If paying with a credit card you may fax your request to the League of California Cities Housing Bureau at 714/776-2688. Use only one reservation form for each room requested. If two or more persons are sharing the same room, send only one form. If additional rooms are needed, make copies of your blank form.

Please fill out the Hotel Reservation Form completely. All reservations are on a first come, first served basis. In order to receive the group rate, reservations must be received by Wednesday, September 18. Reservations received after September 18 are subject to availability and the prevailing hotel rate.

An acknowledgment of your reservation assignment will be sent by the Housing Bureau within 10 days of the receipt of your housing form. Check your acknowledgment immediately to be sure that all information is correct. The acknowledgment will be followed by the actual confirmation from the hotel.

All hotels require an advance deposit of \$100 per room or a credit card number. Checks should be made payable to "League of California Cities Housing Bureau" and mailed with the Hotel Reservation Form. If you have questions regarding individual hotel policies, contact the hotel directly after receiving your confirmation notice.

DON'T BE A NO SHOW!! All changes and cancellations before Wednesday, September 18 should be made directly with the Housing Bureau. Failure to cancel your reservation within 72 hours of arrival will result in the loss of your deposit. Refunds of deposits will be made for cancellations received by the hotel up to 72 hours prior to the scheduled arrival.

Mail Hotel Reservation Form and deposit to:

**League of California Cities Housing Bureau
c/o Anaheim/Orange County Visitors & Convention Bureau
P.O. Box 4270
Anaheim, CA 92803
fax 714/776-2688
information 714/999-8939**

Deadline is Wednesday, September 18, 1996



HOTEL REGISTRATION FORM

LEAGUE OF CALIFORNIA CITIES - 98TH ANNUAL CONFERENCE
 ANAHEIM, CALIFORNIA
 OCTOBER 13-15, 1996

PLEASE PRINT OR TYPE!

Name: _____
 Agency: _____
 Address: _____
 City: _____
 State: _____ Zip: _____
 Phone: (____) _____ Fax (____) _____
 Arrival Date: _____ Departure Date: _____

Check type of room desired:

Single (1 person) Double = 2 people; 1 bed Double/double = 2 people; 2 beds Suite
 (specify) _____
 Non Smoking _____ Handicap Accessible _____ Guarantee Late Arrival _____

Please rank all hotels in your order of preference by numbering 1, 2, 3, etc. until all hotels are ranked.

All hotels require an advance deposit of \$100 per room or a credit card number. Checks should be made payable to: "League of California Cities Housing Bureau."

HOTEL	RANK (1-7)
Marriott _____	_____
Hilton and Towers _____	_____
Holiday Inn _____	_____
Inn at the Park _____	_____
Jolly Roger Hotel _____	_____
Quality Hotel _____	_____
Disneyland Hotel _____	_____

Indicate payment type: Personal Check City/Agency Check Credit Card

Type of Credit Card: _____
 Name on Card: _____
 Credit Card #: _____ Expiration Date: _____
 Authorized Signature: _____

Return this form by Wednesday, September 18, 1996 to:
 League of California Cities Housing Bureau
 c/o Anaheim/Orange County Visitors & Convention Bureau
 P.O. Box 4270
 Anaheim, CA 92803
 fax 714/776-2688
 information 714/999-8939

Regular Meeting A.D. - 27



HOTEL RATES & INFORMATION

(Numbers key to map)

Note: Transient occupancy tax is 15 percent. Room rates include a \$4/night surcharge to offset convention center costs.

Child Care. Each of the hotels can advise you on making arrangements for child care in Anaheim while you are at the Conference. Please contact the concierge or the front desk at your hotel for information.

1. Anaheim Hilton and Towers
777 Convention Way
Anaheim, California 92802-3497
714 / 750-4321

A first class, full service hotel directly across the street from the Center.

Single \$119 per night
Double \$129 per night

2. Anaheim Marriott
700 West Convention Way
Anaheim, California 92802
714 / 750-8000

Holding the largest block of rooms for the Conference, the Marriott is an upscale hotel directly across from the Convention Center. Facilities include two pools, health club, multiple restaurants, room service, pizza hut, and a free shuttle to Disneyland. Some Conference sessions will be held at the Marriott.

Single \$115 per night
Double \$125 per night

3. Holiday Inn
1850 South Harbor Boulevard
Anaheim, California 92802
714 / 750-2801

A full service hotel located just one block from the Convention Center; facilities include a full service restaurant, pub, room service, concierge desk, outdoor heated pool and free parking.

Single, Double or King \$82 per night

4. Inn at the Park
1855 South Harbor Boulevard
Anaheim, California 92802
714 / 750-1811

Located on four acres of richly landscaped grounds, offering 500 deluxe guest rooms, large heated pool and deluxe spa, poolside bar, video game room, gift shop and restaurant; complimentary parking for hotel guests; \$8 per day or \$1 per hour for drive-on guests.

Single \$75 per night
Double \$85 per night
Suites \$260 - \$360 per night

5. Jolly Roger Hotel
640 West Katella
Anaheim, California 92802
714 / 772-7621

A full service hotel, 3 diamond, AAA hotel located across from Disneyland, adjacent to the Anaheim Convention Center, 2 pools, Jacuzzi, 2 restaurants, gift shop, laundry, free parking.

Single or Double \$75 per night
One bedroom suite \$185 per night

6. Quality Hotel
616 Convention Way
Anaheim, California 92802
714 / 750-3131

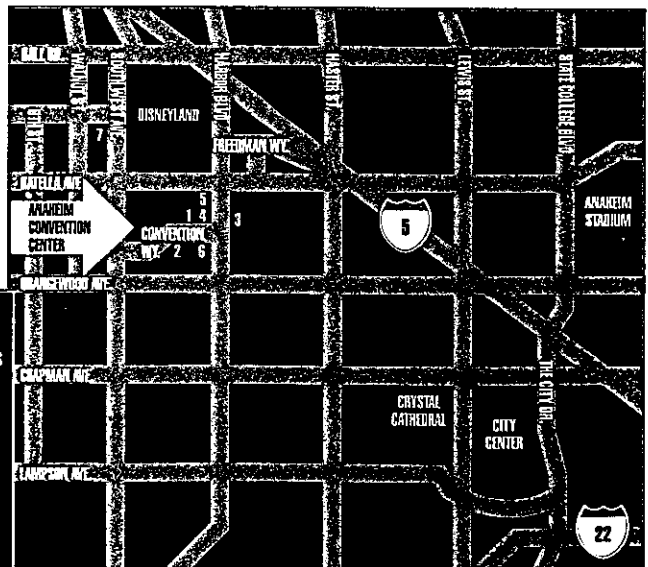
A full service hotel located 1/2 block from the Convention Center, in-room coffee makers, two restaurants, lounge, studio-suites feature microwave ovens and refrigerators; non-smoking rooms and ADA rooms on request; self parking \$5 per day.

Single \$85 per night
Double \$95 per night
Studio suites \$95 single; \$105 double per night

7. Disneyland Hotel
1150 West Cerritos Avenue
Anaheim, California 92803
714 / 956-6400

Single or Double \$125 per night

A first class, full service hotel with expanded entertainment area. Located about 5 blocks from the Center. Self parking for hotel guests is \$10 per day; \$14 valet. Drive-on guest self parking is \$2 per hour (\$15 maximum); \$4 additional for valet.



- HOTELS**
1. ANAHEIM HILTON & TOWERS
 2. ANAHEIM MARRIOTT HOTEL
 3. HOLIDAY INN MAINSATE
 4. INN AT THE PARK HOTEL
 5. JOLLY ROGER HOTEL
 6. QUALITY HOTEL
 7. DISNEYLAND HOTEL

The League will not be providing shuttle service between the Convention Center and the hotels, as all hotels are located close to the Center.



19TH ANNUAL EXPOSITION


This year's Exposition offers you a unique opportunity to meet and talk with product and service providers, and see products and services from over 250 private firms, non-profits organizations and public agencies. From individual vendors to the "Virtual Mall" and "The Green Street," you will have time to explore the resources available to solve the myriad of issues you face.

Spend time at the Exposition for a "one-stop shopping" experience for products and services for all areas of city services. Resources are available that **WILL** make a difference to your community. Set aside time to visit the Exposition two or three times during the Annual Conference:

Sunday, October 13	4:30 - 6:00 pm	Welcoming Reception
Monday, October 14	11:30 am - 1:30 pm 3:00 - 5:30 pm	Exposition Open
Tuesday, October 15	8:00 am - 12:30 pm	Exposition Open

Tuesday between 8:00 am and 12:30 pm is "Free Time" — an opportunity for city staff not attending the Annual Conference to explore the resources at the Exposition. Your staff just needs to pick up a free pass to the exhibits at the Expo Registration Desk, Hall A, located in the League's Registration Area.

MINIMUM CONTINUING LEGAL EDUCATION CREDIT & CITY ATTORNEYS PROGRAM MATERIALS

The legal issues sessions are identified by this symbol . The League of California Cities certifies that an application is pending for approval as a State Bar of California MCLE approved provider. The League will advise participants whether or not approval has been granted. The League of California Cities certifies that this activity conforms to the standards for approved education activities prescribed by the rules and regulations of the State Bar of California governing minimum continuing legal education.

In compliance with State Bar MCLE requirements, substantive written materials accompany the City Attorneys Department sessions. Those wishing to claim MCLE credit for attending the City Attorneys Department "Legal Issues" sessions must purchase and retain these written materials. These materials are available on an advance-order basis for \$40. If you wish to order these materials, please indicate on the advance registration form and return the form with \$40 to the League's Conference Registration office. The papers will be available for you to pickup in the conference registration area. Papers ordered but not picked up at the conference will be shipped after the conference.

TRAVEL INFORMATION

Southwest Airlines. Discount airfares are available for city travel on Southwest Airlines in California. Unrestricted ticket vouchers priced at \$42 per segment (\$84 round-trip) may be purchased in advance through the League-sponsored Statewide Purchasing Program. If your city has not already purchased a minimum block of six ticket vouchers, contact Neal Lindhjem at the League (916/658-8262) for Southwest information and to request order forms. Allow two to three weeks for delivery. For those who already have ticket vouchers, advanced seat reservations are recommended by calling Southwest toll free at 1 800 435-9792.

Southwest Airlines has flights between Burbank, Los Angeles, Ontario and San Diego in the South and Oakland, San Jose, San Francisco and Sacramento in the North.


Los Angeles International Airport is located 31 miles and approximately 50 minutes from Anaheim. All major carriers fly into LAX.

John Wayne/Orange County Airport is located 16 miles and approximately 25 minutes from Anaheim. Serviced by Alaska, American, American Eagle, America West, Continental, Delta, Southwest, TWA and United.

Ontario International Airport is located 27 miles and approximately 45 minutes from Anaheim and is serviced by Air LA, Alaska, America West, American, Delta, Northwest, Southwest, United and USAir.

Long Beach Airport is located 20 miles and approximately 30 minutes from Anaheim and is serviced by America West.





Shuttle Service. The following companies provide shuttle service to Anaheim. For rates, schedules and reservations, contact the carriers directly.

Airport Bus 800 772-5299

Best Shuttle 800 606-7433


LAXpress Airport Shuttle 800 427-7483

Prime Time Shuttle 800 262-7433

SuperShuttle 714/517-6600

West Cost Taxi Cab 714/547-8000 (rates are per cab, up to 5 people)

Yellow Cab 714/535-2211 (rates are per cab, up to 5 people)



Hertz. Discount rates with unlimited mileage are available one week prior to and one week after this meeting from Hertz. Call Hertz Meeting Services at **1 800 654-2240** and indicate the League of California Cities Meeting Number **CV#14655**.

Amtrak. The closest station is located at Anaheim Stadium, only 1 mile from the Convention Center. Amtrak offers a ten percent discount off round-trip regular or excursion coach fares for travel throughout California. For information and reservations contact Amtrak at **1 800 USA-RAIL** and give the agent the Amtrak Fare Code **X-52F-932**. Discount does not apply to additional accommodation charges for sleeping car or custom class.

Parking Information for the Convention Center. Ample parking for commuters is available at the Anaheim Convention Center. Parking rates are \$6 per day with no in/out privileges. Parking lots are located on the East and West sides of the Convention Center.

Metrolink. There is scheduled railway commuter service Monday through Friday between downtown Los Angeles Union Station and San Clemente. The closest station to the Center is located at Anaheim Stadium, only 1 mile from the Convention Center. For information call 714/808-5465.

Public Transportation. The Orange County Transportation Authority operates buses throughout Orange County. For information call 714/636-7433.



ANNUAL CONFERENCE RESOLUTIONS PROCEDURE

How to Participate in Developing League Policies

Policy development is one of the primary purposes of the Annual Conference. It provides cities an opportunity to focus attention on home rule and prepare a positive program to strengthen cities, the level of government closest and most responsive to the public.

How to Originate and Submit Resolutions

Resolutions for consideration at the Conference may originate from city officials, cities, regional divisions, functional departments, policy committees, the Board of Directors, or by petition at the Conference. So city officials will have an opportunity to consider resolutions in advance of the Annual Conference, resolutions must be submitted to the League at least 60 days before the Annual Conference. Resolutions to be considered at the 1996 Annual Conference must be submitted to the Sacramento office of the League not later than **Wednesday, August 14, 1996.**

Late-Breaking Issues

For those issues that develop after the 60-day deadline, a resolution may be introduced with a petition signed by designated voting delegates of 10 percent of all member cities. A resolution signed by 47 voting delegates and presented to the President of the League, no less than 24 hours prior to the Annual Business Session of the General Assembly, qualifies a petition to be considered. The initiative process is reserved for late-breaking issues. If the Parliamentarian finds that a petitioned resolution is substantially similar to a resolution already under consideration, the petitioned resolution will be disqualified.

Consideration of Resolutions

Each Conference resolution is referred by the League President to an appropriate policy committee for review. Policy committees will meet prior to the Annual Conference (September 5 and 6) to make preliminary recommendations on the resolutions. The committees will also meet on Sunday morning, October 13, to finalize their recommendations to the General Resolutions Committee. City officials are encouraged to attend these hearings to make their views known.

Only resolutions that have a direct bearing on municipal affairs are considered for adoption at the Annual Conference.



ANNUAL CONFERENCE RESOLUTIONS CALENDAR

AUGUST 14 Deadline for submitting resolutions to the League's Sacramento office

AUGUST 14 Deadline for submitting nominations for General Resolutions Committee

AUGUST 31 Resolutions mailed to Policy Committee Members

SEPTEMBER 5/6 Policy Committees meet to review resolutions (Wyndham Hotel - LAX).
Committees will make preliminary recommendations

Thursday, Sept. 5

Administrative Services

Community Services

Environmental Quality

Transportation, Communications, & Public Works

Friday, Sept. 6

Employee Relations

Housing, Comm. & Economic Development

Public Safety

Revenue & Taxation

SEPTEMBER 13 Resolutions, including Policy Committee recommendations, mailed to all cities

OCTOBER 13*** Policy Committees meet to review preliminary recommendations and
make final recommendations on resolutions assigned to each committee.

*** New Date for Meeting at Annual Conference ***

OCTOBER 13-15 Voting Delegates pick up voting card at League Registration area

OCTOBER 14 General Resolutions Committee meets

OCTOBER 14 Deadline for submitting resolutions by petition

OCTOBER 15 General Business Session. Consideration of resolutions by General Assembly



CITY OF SOUTH PASADENA

AGENDA MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: James R. Van Winkle, Director of Public Works *J.R.V.*
DATE: July 17, 1996
SUBJECT: ADOPTION OF EDDIE PARK BY "FRIENDS OF EDDIE PARK"

BACKGROUND

On July 3, 1996 the City Council was presented with the Adopt-a-Park Agreement and Maintenance Plan for the adoption of Eddie Park by the "Friends of Eddie Park". Staff requested that the Agreement be modified to waive the provision of liability insurance to cover this group due to the hardship and financial burden on the group, in accordance with Resolution No. 6292, Sect. VII.A. Discussion ensued regarding the possibility the volunteers may be covered under the City's insurance coverage under the JPIA and the matter was deferred to the next meeting for a decision.

STAFF ANALYSIS

Staff is requesting that this item be deferred to the City Council meeting of August 7, 1996 in order to review the liability insurance issues relating to volunteers and to develop a plan as recommended by the JPIA.

RECOMMENDATION

It is recommended that the City Council defer this item to the next regularly scheduled City Council meeting on August 7, 1996.

ATTACHMENTS

None.

APPROVED BY CITY MANAGER

G. Holmes

AGENDA ITEM

18



CITY OF SOUTH PASADENA

AGENDA MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: James R. Van Winkle, Director of Public Works *JRW*
DATE: July 17, 1996
SUBJECT: FY96-97 STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT

BACKGROUND

Street lights, traffic signals, tree trimming, and parks and median landscaping in South Pasadena are installed, maintained, and operated by funds raised from the Street Lighting and Landscape Maintenance District. A new district must be established each fiscal year using procedures as set forth in the Landscape and Lighting Act of 1972.

STAFF ANALYSIS

On May 15, 1996 the City Council approved the Engineer's Report with modifications and declared it's intention to provide for an annual levy and collection of assessments for Street Lighting and Landscape Maintenance District for fiscal year 1996-97. As required by law, a public information meeting was held on July 3, 1996, and a public hearing was set for July 17, 1996 to receive public testimony regarding the proposed assessment.

FUNDING

This assessment district will provide funding for maintenance and operation of the Street Lighting and Landscape Maintenance District. If the assessment district is not adopted, then these costs would be added to the financial burden on the General Fund.

RECOMMENDATION

It is recommended that the City Council, after receiving public testimony at the public hearing, adopt the attached resolution confirming a diagram and assessment and providing for the annual assessment levy for fiscal year 1996-97.

ATTACHMENTS

Resolution
Cost Analysis & Rate Summary

APPROVED BY CITY MANAGER

J. Alper

AGENDA ITEM

19

COST ANALYSIS

Service	FY1996-97 Initial Estimate	Adjustments	FY1996-97 Final Estimate
Parks & Greenbelts	390,347		390,347
Street Trees	71,400	10,000	81,400
Medians	30,000		30,000
Sidewalk Replacement	79,700	44,267	123,967
Curb & Gutter Replacement	50,000		50,000
Leaf Debris Removal	85,928		85,928
 Street Lighting:			
Major Thoroughfare	208,906		208,906
City Owned Res.	87,044		87,044
Edison Owned Res.	52,226		52,226
Traffic Signals	80,400		80,400
Administration	20,000		20,000
 Reserves	 57,800	 2,713	 60,513
Fund Balance Credit	-213,400		-213,400
 TOTAL	 \$1,000,351	 \$56,980	 \$1,057,329

ASSESSMENT RATE SUMMARY

	FY1995-96 Assessment (\$/edu)	FY1996-97 Proposed (\$/edu)	Dollar Change (\$/year)	Percentage Change
Zone 1	\$118.10	\$117.06	\$ -1.04	-0.9%
Zone 2	\$127.35	\$127.35	\$ 0.00	0.0%
Zone 3	\$ 99.13	\$ 95.64	\$ -3.49	-3.5%
Zone 4	\$ 90.37	\$ 85.81	\$ -4.56	-5.0%

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SOUTH PASADENA, CALIFORNIA CONFIRMING
A DIAGRAM AND ASSESSMENT AND PROVIDING FOR
ANNUAL ASSESSMENT LEVY FISCAL YEAR 1996-97

WHEREAS, the CITY COUNCIL of the CITY OF SOUTH PASADENA, CALIFORNIA, has initiated proceedings for the annual levy of assessments for a street lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972" being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as

CITY OF SOUTH PASADENA
STREET LIGHTING MAINTENANCE DISTRICT
FISCAL YEAR 1996-97

(hereinafter referred to as the District); and,

WHEREAS, the City Council has ordered the preparation of a report and Berryman & Henigar, Inc. has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto this City Council did adopt its Resolution of Intention to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for the Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

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

SECTION 2. That upon the conclusion of the Public Hearing, written protests filed, and not withdrawn, did not represent property owners owning more than 50 percent of the area of assessable lands within the District, and all protests are overruled and denied.

SECTION 3. That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

SECTION 4. That the diagram and assessment as set forth and contained in said Report are hereby confirmed and adopted by this City Council.

SECTION 5. That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

SECTION 6. That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report, pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

SECTION 7. That the maintenance work of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the next amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8. That the City Treasurer has previously established a special fund known as the

CITY OF SOUTH PASADENA
STREET LIGHTING MAINTENANCE DISTRICT

into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of the Resolution and the law and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

SECTION 9. That the City Clerk is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10. That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

APPROVED AND ADOPTED this 17th day of July, 1996.

Dorothy M. Cohen, Mayor
City of South Pasadena

ATTEST:

APPROVED AS TO FORM:

Jeannine A. Gregory,
City Clerk

City Attorney

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the 17th day of July, 1996 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

City Clerk



CITY OF SOUTH PASADENA

AGENDA MEMORANDUM

TO: MAYOR DOROTHY M. COHEN AND
HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: CHIEF THOMAS E. MAHONEY

DATE: JULY 17, 1996

SUBJECT: COMMUNITY ORIENTED POLICING SERVICES (COPS) LOCAL LAW
ENFORCEMENT BLOCK GRANT TO PURCHASE A D.A.R.E. VEHICLE

BACKGROUND

Our Department is interested in utilizing a \$24,752 federal block grant, securing a Drug Abuse Resistance Education (D.A.R.E.) educational vehicle to support our drug fighting efforts with children in the community. As a result, it is required that the City Council hold a public hearing that invites participation. The wording in the grant requirement is fairly general as follows: *At least one public hearing must be held regarding the proposed use of Block Grants funds prior to the obligation of any funds received. Steps should be taken by the unit of local government to encourage the fullest possible participation in the public hearing. The City Clerk has published notice of said meeting.*

Sergeant Mark Miller and D.A.R.E. Officer Daren Wong are coordinating a federal. As part of the process, they will have to do the following:

1. Submit the application by August 9.
2. Establish a local advisory board including representatives from the Department, the District Attorney, the court, the school district, and a non-profit, educational, religious, or community group active in crime prevention, drug use prevention, or treatment. This board was formed and met on July 10, 1996. The Drug Abuse Resistance Education (D.A.R.E.) is comprised of:
 1. Local Law Enforcement: Officer Daren Wong
 2. Local Prosecutor's Office: LA County Deputy District Attorney Debbie Kass
 3. Local Court System: Honorable Arthur Lew, LA Superior Court Judge
 4. Local Public School System: Janet Anderson, Vice Principal, South Pasadena High School

APPROVED BY CITY MANAGER

Regular Meeting A.D. - 40

D. Holmes

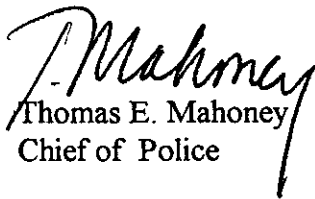
5. Non-Profit Crime Prevention Group: Ron Wong, President, California Asian Peace Officers' Association.
3. Hold at least one public hearing regarding the proposed use of the funds.
4. Give the state 20 days to review and comment on the application.
5. Provide a 10% local match (\$2,475.20). This money would be provided from existing asset seizure funds.

FUNDING

If all of the prerequisites were met, the City would be responsible to fund 10% or **\$2,475.00**. Sufficient funds to cover our portion are available in the Asset Forfeiture Account, #270-9850. After the public hearing, the Council will be requested to appropriate these funds for this project.

RECOMMENDATION

It is recommended that the City Council schedule a public hearing on July 17, 1996, at 7:30 p.m. to receive input from citizens.


Thomas E. Mahoney
Chief of Police

TEM:eed



CITY OF SOUTH PASADENA

AGENDA MEMORANDUM

TO: Honorable Mayor and Members of the City Council
Via: Linda Holmes, Interim City Manager
FROM: James R. Van Winkle, Director of Public Works
DATE: July 17, 1996
SUBJECT: Eddie Park Telephone

BACKGROUND

The City Council recently approved the removal of the outside pay telephone at Eddie Park. The Council's action was based on requests and complaints of park users and local residents reporting problems with the continual use of the phone and possible links to increased vandalism and suspected drug trafficking. The park users felt unsafe. Following Council's direction, staff had the outside telephone removed.

Subsequently, the City Council received the attached letters and a petition asking for a phone to be installed inside the Eddie Park recreation building for emergencies. Mayor Dorothy Cohen requested that the City Council revisit the issue and consider installing an emergency phone inside the building.

STAFF ANALYSIS

The previous pay telephone in Eddie Park was classified as a semi-public telephone because it produced a revenue of less than \$5.00 per day. Pacific Bell will not offer "911 Only" service on semi-public telephones. The only way to have this service would be to establish a lease line extension to the City's telephone system, which would be a costly alternative. A full service semi-public telephone could be installed inside the building to satisfy the needs and concerns of the recent petitions and letters. The phone would not be subject to abuse because it would only be accessible to those organizations who have access to the building. Staff recommends this type of installation to correct the problems that have arisen following the removal of the outside telephone.

FUNDING

This installation of a semi-public pay telephone inside the Eddie Park building could be accomplished without significant cost because the wiring is in place from a previous installation. The City Manager's emergency account could be utilized to cover any costs that might be incurred.

APPROVED BY CITY MANAGER

L. Holmes

AGENDA ITEM

22

RECOMMENDATION

It is recommended that the City Council authorize staff to have a semi-public pay phone installed inside the Eddie Park building.

ATTACHMENTS

Letters & Petitions

JUN 19 1996

June 17, 1996

Dear South Pasadena City Council Members,

This letter is regarding the Public Phone at Eddie Park 2017 Edgewood Ave., South Pasadena. This item was brought before you at the June 4th meeting. As mothers of infants and toddlers who rent the park on a regular basis we were deeply concerned when we heard you might be REMOVING the phone from the park. We are sympathetic to the needs of the community and especially the neighboring houses. We agree that if the phone is being missed used in its current location that it should be moved inside the house. So that those who rent the park would have access to the phone in case of an emergency. As much as we watch our children and care for them we simply can not keep these Curious Explorers from running to fast or climbing just a little too high and risking those inevitable bumps and bruises. Most of which can be cured with a hug and a kiss. But there is always the possibility that a fall or a jump may require more, some times much more, than a hug and a kiss to make it all better. In these cases Time is of the Essence. With help only a phone call away going from door to door trying to find someone at home who is willing to let us use the phone does not seem like the best solution to the problem. If the phone were moved into the house Only those people with authorized access to the house would be using the phone. We feel this would meet the needs of the neighbors and the needs of our children. On behalf of our junior Explores we ask you to reconsider the placement of the Public phone at Eddie Park. Do not REMOVE the public phone simply RELOCATE the public phone INSIDE the house.

Thank You

Isabelle Nidwer
Signature

Isabelle Nidwer
Print

Michele Smith
Signature

Michele Smith
Print

Trish Ann
Signature

LOUISE WOOD
Print

Missy Valencia
Signature

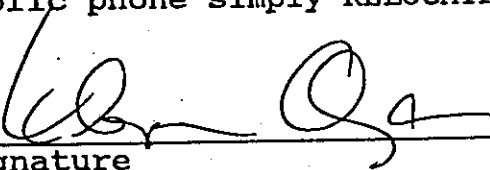
Missy Valencia
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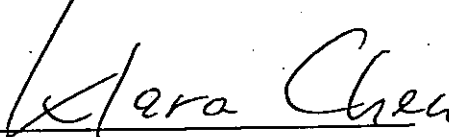
Suzanne Favela
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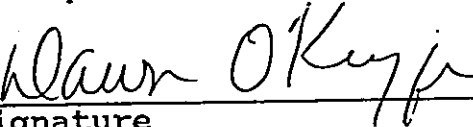
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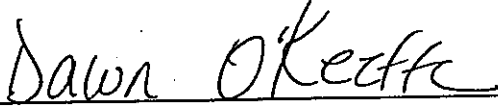
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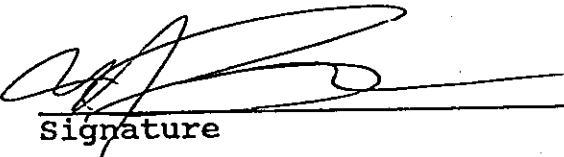
On behalf of our junior Explores we ask you to reconsider the placement of the Public phone at Eddie Park. Do not REMOVE the Public phone simply RELOCATE the Public phone INSIDE the house.


Signature

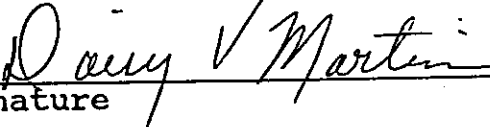

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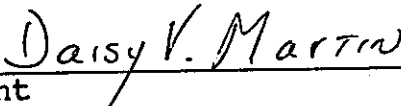

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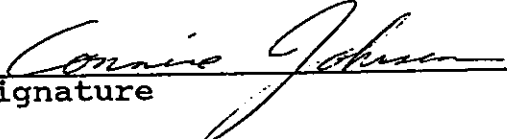

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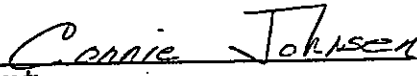

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cc: Council
City Clerk
City Manager
Public Works Director

South Pasadena City Council
c/o Mayor Cohen
546 Alta Vista Avenue
South Pasadena, CA 91030

June 27, 1996

Honorable Mayor and Members of the City Council;

This letter is to address safety issues at Eddie Park. While visiting the South Pasadena Police Department to file an incident report, and the City Department of Public Works to request repairs, it was suggested to me that the City Council will make decisions regarding the location of a public telephone in Eddie Park.

It is my understanding that the public pay telephone was removed from the outside walkway in Eddie Park due to increased vandalism and suspected drug trafficking in the park. This is a grave concern to residents and visitors alike. The location of a public telephone is secondary to the need for safety in a public area. In the past, there was a public telephone located in the kitchen at Eddie Park. This may have created a disturbance with the previous residents. In any case, that phone was removed, then another installed in the outside area. As there are currently no official residents, it would seem appropriate to locate the telephone in the kitchen area once again.

Safety is of concern to all involved. The absence of a telephone in a public place such as a park is a safety matter. As a teacher with Pasadena City College, two of my Parent Education Preschool Observation classes are located in Eddie Park. The students are parents of children ranging from birth to age six. These children accompany their parents and participate in the class. Fortunately, accidents are a rare occurrence due to the high child/adult ratio. However, I once had occasion to dial 911 when a child began to convulse after a head-to-head collision.

This month I have been hired by Suzanne Favela to lead parent education discussion groups for parents who attend Park Pals on Wednesdays. June 26th when I entered the building at Eddie Park to prepare for the weekly event, someone was sleeping inside. Fortunately, again, no injury occurred. I left the building, but had no phone to call for help, nor could I report the incident to police until I could drive to the station. Immediate action may have resulted in apprehension as the man rode away on a bicycle. The maintenance department has assured me the building will be secured.

In addition, there is now no way I can be reached in emergency by my employer or family except through the police department. A telephone is to be of utmost importance where safety is concerned. Thank-you for your assistance in this matter.

Sincerely,

Isabelle Nielsen
818/287-8595

Mary Frambach
2032 La France Avenue
South Pasadena, CA 91030
July 3, 1996

Dorothy Cohen
546 Alta Vista Avenue
South Pasadena, CA 91030

RE: Public Telephone at Eddy Park
South Pasadena, CA

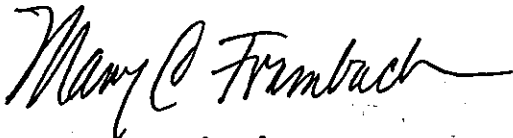
Dear Ms. Cohen,

Since September, I have been attending Parent Education classes offered through Pasadena City College at Eddy Park. My instructor, Isabel Nidever, asked me to write this letter and I was happy to do so. I have two small children ages 3 and 5. I am very concerned for the safety of my children during these classes. There are many children and plenty of supervision but there's always opportunity for accidents. I feel that it is dangerous to bring my children into a facility that does not have the capability to dial "911" in the event of an emergency.

I understand some of the concerns from residents surrounding the park and the use or misuse of these facilities. However, I also think that my neighbors are reasonable people. I think that it would be reasonable to consider placing a public telephone service somewhere in the house at Eddy Park, away from the general public, so that we can have access to it in the event of an emergency during class. I think that these classes are an asset to me as a resident and I think that anyone in the area who has attended these classes would agree.

Thank you for your consideration of this request.

Sincerely,



Mary C. Frambach

Copies: City Council
City Manager



Community Education

July 1, 1996

Mayor Dorothy M. Cohen
546 Alta Vista Avenue
South Pasadena, California 91030

Dear Mayor Cohen,

I have been informed by our Parent Education instructor at Eddie Park, Isabelle Nidever, that the public pay phone has been removed. I am sure this action is in the best interest of the public. However, we would like to have a phone available if an emergency should occur.

The phone was previously located in the kitchen area at Eddie Park. I would like to know if it is possible to have the phone reinstalled at that location. Please contact me at 818/585-7601 so we could discuss resolving any problems involved.

Sincerely yours,

Nino Valmassoi, Associate Dean
Community and Continuing Education

*Copies: City Council
City Manager*



CITY OF SOUTH PASADENA

AGENDA MEMORANDUM

TO: Mayor and Members of the City Council
FROM: Veronica A. Dolleschel, Assistant to the City Manager
THROUGH: Linda Holmes, Interim City Manager
DATE: July 17, 1996

SUBJECT: PARK PROPOSITION A GRANT APPLICATIONS

RECOMMENDATION/REQUEST

Authorize staff to submit an application for the Park Proposition A Grant Program, and approve the scope of work for the four grant applications as discussed in the report.

BACKGROUND

The Los Angeles County voters approved Proposition A, "Safe Neighborhood Parks, Gang Prevention, Tree Planting, Senior and Youth Recreation, Beaches and Wildlife Protection," in November 1992. This Proposition included competitive grant funding in six categories. The Los Angeles County Regional Park and Open Space District administers this grant program. This is the second of three funding cycles and applications are due August 1, 1996. Forty-three out of 273 applications were awarded during the first cycle.

DISCUSSION

The Parks and Recreation Commission appointed a subcommittee (Joe/Alegria) to develop proposed projects for the second cycle grant funding. Mr. Bob Joe became the sole member of the subcommittee since Mr. Alegria's term on the Commission is about to expire. A meeting was held with Mr. Joe, Mr. Bob Takata who is the consultant developing the Parks Master Plan, and staff from the Public Works Department and the Community Services Department to develop proposed projects.

APPROVED BY CITY MANAGER



The City's commitment is to Integrity, Customer Service, and Communications.

It was determined that the City had eligible projects in four of the six categories, including At-Risk Youth Facilities, Senior Facilities, Urban Tree Planting and Trails Development. The recommended scope of work is discussed on the following pages. The Parks and Recreation Commission will be discussing these proposed project locations at their meeting on Thursday, July 11, 1996, and a verbal report of their action will be presented at the Council meeting.

At-Risk Youth Recreation Facility

Project Location: Orange Grove Park

The At-Risk Youth grant program is only for capital improvements such as constructing a new facility, renovating or expanding an existing facility that is solely for use by at-risk youth. It is up to each applicant to define "at-risk" youth. The money cannot be used for program implementation.

The Committee recommends that funding be requested to renovate Orange Grove Park. Proposed renovation will include removing walls, upgrading the restrooms, creating access to the disabled, installing air conditioning, installing new lighting and overall rehabilitation of walls, floors and ceilings. Roof repair will be included if needed. This site was selected because it is already being used for youth programs, the Recreation Supervisor's office is there, and this facility would be an excellent place to house expanded youth programs. Other City facilities are more "multipurpose" in nature, and the grant specifies that the facility must be used solely by at-risk youth.

Senior Center Recreation Facility

Project Locations: City Senior Citizens' Center
Eddie Park Building

The Senior Center Facility grant program is only for capital improvements to buildings used to serve seniors. Again, the money cannot be used for program implementation. The Committee recommends that funds be requested to renovate the City's existing Senior Citizen's Center and the Eddie Park Building. Renovation at the existing facility will include expanding a rear storage area, installing an expanded and more soundproof moveable wall system, and upgrading the air conditioning/heating. Proposed renovation at Eddie Park includes work on the flooring, kitchen, lighting, dividers to "sun room," and in the restrooms. Eddie Park was selected so that more services/programs could be offered to seniors, such as multiple programs at the same time during the day.

Trail Development

- Project Locations:
- Arroyo Area
 - Reconstruct an existing horse trail
 - Create pedestrian trail on east side bank between south and north fields
 - Create Natures walk on west side of the horse trail along Stoney Drive
 - Create pedestrian trail along the golf course winding up the hill
 - Garfield Park
 - Create pedestrian trail/jogging the trail on the west side of the park
 - Hanscom
 - Create a Nature Trail

The Trail Development grant program is for any work related to trail development and rehabilitation, including drainage systems, crossings, parking, signs and improvements to stabilize trails. The Committee focused on improvements in the Arroyo area, which would connect to other trails continuing into adjacent communities. Two other locations at Garfield Park and the Hanscom area were also identified.

Urban Tree Planting

- Project Locations:
- War Memorial Building - 6 trees and irrigation
 - Eddie Park - 5 trees and irrigation
 - Garfield Park - 12 trees and irrigation
 - Pasadena Avenue/north side and island area - 20 trees and irrigation
 - Camino Verde/Via del Rey - 3 trees and irrigation

The Urban Tree Planting grant program is for purchasing and planting trees, including all necessary supplies and irrigation installation. The Committee put emphasis on both the planting of trees and the installation/upgrade of irrigation systems. Irrigation systems are costly and installing them now means that these areas can be landscaped in the future.

FISCAL IMPACT

The direct costs to the City would be for maintenance of newly developed facilities if grant funds are awarded. This specifically includes Orange Grove Park, which has two floors not now being maintained, and maintenance of new trees (starting two years after planting) and irrigation. Cost estimates for the above scope of work are being developed and will be provided to the Council and Commission when available.

CA\VERONICA\WP\STAFFRPT\PK-PROPA.717



CITY OF SOUTH PASADENA

AGENDA MEMORANDUM

July 10, 1996

AGENDA: July 17, 1996

TO: City Council

VIA: Linda Holmes, Interim City Manager *LH*

FROM: Charles Conn, Assistant City Manager

SUBJECT: TELECOMMUNICATIONS - CONTRACT AWARD *CC*

BACKGROUND

The City Hall telephone system (Eagle/One) is over 8 years old and the system at the Library/Senior Center (AT&T 1A2) is more than 15 years old. Neither system has voice mail or other call management features such as call accounting and least cost routing, and both systems have reach their maximum capacity and are reaching the end of their useful lives. Also neither system can be upgraded.

Eagle System - City Hall

The Eagle/One system consist of two processing units tied together by external cabling. The system's two processors represent the maximum capacity of the system. To increase the number of telephone units at City Hall, the City has had to employ Pac Bell centrex lines. These lines are not integrated into the Eagle/One System.

The Eagle/One system services all building in the Civic Center. Pac Bell centrex service provides central office dial tone. 59 centrex lines plus 55 business lines are a source of confusion to employees and the public.

For example, during the lunch hour while City Hall is open to the public, the telephone system has been turned off. And while City Hall can still contact the Library/Senior Center, these facilities can only reach offices that are equipped with centrex lines. In other words, City facilities lack universal intercom capability.

In addition to confusion, this mixing of system features has lead to the employment conflicting technology which is inefficient and

1

APPROVED BY CITY MANAGER

Regular Meeting A.D. - 52

L. Holmes

AGENDA ITEM 24

cost the City over \$20,000 in incompatible features. That is while the Eagle/One system requires centrex dial tone, its other features will not work on the centrex system.

AT&T 1A2 -Library/Senior Center

The Library has an AT&T 1A2 telephone panel equipped for a capacity of 8 trunks. There are 9 electro-mechanical telephone instruments. The Senior Center has a similar telephone panel and has 4 electro-mechanical telephone instruments. Given the age of the system, it is becoming more and more difficult to find replacement parts.

In addition, neither system can be upgraded.

Staff has over the last several months looked at various ways to improve the efficiency and reduce the cost of City telecommunications and has come to the conclusion that the best course of action is to replace the current systems with a single integrated system composed of three distributive processors; Civic Center (City Hall/Police and Fire), Cultural Center (Library/Senior Center), and Service Center (Public Works Yard/Orange Grove Park).

This analysis of the current systems lead to the approval of the City Council to prepare telecommunications specification.

Sealed proposals were due at City Hall on May 15, 1996. The City received four proposals. These proposals were reviewed by Don Bushor of COM Consultants and city staff.

STAFF REVIEW

System Analysis

In response to its Request For Proposal (RFP), the City received four proposals.

Ameritel \$171,207

Ameritel is proposing a Tadiran Coral III system for the Civic Center (City Hall) and a Tadiran Coral II system for the Service Center (Yard) and Cultural Center (Library/Senior Center). The Tadiran system meets all functional requirements.

The Ameritel proposal did not, however, provide information regarding customer service and equipment experience. For example, Ameritel did not include any public agency references nor did it list any references with Tadiran installations. Their proposal to South Pasadena of a Tadiran system represents the first time Ameritel has employed this system. Given Ameritel's lack of experience with the Tadiran system, staff does not recommend further consideration of the proposal.

Lucent Technologies \$337,547

Lucent Technologies is a recent spin-off of AT&T. Lucent is proposing an AT&T Definity system for the Civic Center and Cultural Center and a Definity Generic 3VS model for the Service Center. The proposed combination meets functional requirements.

While Lucent meets all functional requirements, it is the most expensive of the four proposals. Because all other proposals either meet or exceed requirements, staff does not believe that the cost of purchasing the Lucent is justifiable.

COM AID \$154,978

COM AID is proposing a NEC NEAX 2400 IVS system for all three locations. The system meets all functional requirements and is expandable to double its equipped size.

In addition, COM AID has extensive experience in the installation and maintenance of this system

As well as being the low proposer, COM AID has a number of installations similar to the proposal system in and around the San Gabriel Valley. The existence of these similar installations may permit faster maintenance response.

Creative Communications \$193,654

Creative is proposing a Tadiran Coral III system for the Civic Center and a Tadiran Coral I system for the Service Center and Cultural Center. The system meets all functional requirements.

Creative also lacks any significant experience with the Tadiran system.

FUNDING

According to COM Consultants a replacement system could range from \$100,000 and \$200,000 depending on the features with a suggested cost of approximately \$100,000. The City set aside \$110,000. The proposed system is \$154,978. \$30,000 of the cost represents call management and data functions.

The cost of a new telecommunications system would be financed as part of the lease-purchase program. The COM AID proposal contains a lease purchase proposal at 5.95% for 60 months at a monthly cost of \$2,977.

A telecommunication system could also be included in the Lease-Purchase proposal that is being prepared by Finance Director Yeomans for the purchase of fire fighting equipment and other City

capital items. The rate for the Lease-Purchase Agreement from Municipal Leasing Associates is 5.58%. This would equal annual payment over the next four years of \$89,803.87. This package of \$404,000 would include the purchase of a replacement fire truck, City Hall airconditioning as well as the new telephone system.

In either case there are some projected cost saving associated with the elimination of incompatible services and the implementation of a least cost routing program that could be used to off-set a portion of the lease payment. These items are outlined below.

Projected System Savings

As estimated in the system analysis, the City is currently paying for telephone services that it can not fully utilize with the current system or could eliminate with a new system.

According to the study these saving are estimated at around \$20,000/yr.

The current breakdown of these cost savings is:

1. \$13,000 in line leasing:

This represents the elimination of centrex dial tone and outside centrex lines. Each of these lines cost around \$18.00/mo.

2. \$ 6,000 in cost routing:

Currently the City's long distance call are automatically routed to Pac Bell service. A lease cost routing program would insure that calls were sent by the most cost effective method.

3. Improved customer service and productivity:

In addition to the more tangible items, a call management system would improve the City's ability to provide customer service and employee productivity. ie voice mail, remote calling etc.

RECOMMENDATION

Staff recommends that the City Manager be authorized to enter into an agreement with COM-AID for the purchase, installation and training for a new telecommunication system in the amount of \$154,978 and that said purchase be included in the City's Lease Purchase Proposal.

CC:cc

c:\tele-sys\replace\phone-cc.m5

Attachment

cc: Com Consultants

Resolution No. _____

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SOUTH PASADENA
AUTHORIZING THE APPROPRIATION OF
\$45,000 FROM UNAPPROPRIATED
RESERVES FOR THE PURCHASE OF A
TELEPHONE SYSTEM

WHEREAS, the City Council appropriated \$110,000 in the 1996-97 City Budget for the purchase of a new telephone system, and

WHEREAS, the selected low bidder COM-AID is \$44,978 more than the Capital Improvement Projects budget, and

WHEREAS, in order to award the contract it is necessary to appropriate an additional \$45,000.

NOW THEREFORE BE IT RESOLVED, that the City Council authorizes the appropriation of Unappropriated General Fund Reserves as follows:

Section 1. The Finance Director is hereby authorized to make the following appropriation:

FROM
General Fund unappropriated reserves

TO
\$27,500 101-CIP Telephone System

FROM
Water Fund unappropriated reserve

TO
\$17,500 500-CIP Telephone System

Section 2. This Resolution shall become effective immediately upon its adoption.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 17th day of July, 1996.

Dorothy M. Cohen Mayor

Resolution No. _____
page 2

ATTEST:

Jeannine A. Gregory, City Clerk

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of South Pasadena at the City Council meeting held on the 17th day of July, 1996 by the following vote:

AYES:

NOES:

ABSENT

Jeannine A. Gregory, City Clerk

COMMUNICATION SYSTEM PROPOSAL ANALYSIS

FOR

CITY OF SOUTH PASADENA

1414 MISSION STREET

SOUTH PASADENA, CA 91030

MAY, 1996

PREPARED BY



*Member
in Good Standing
1996*

Society of Telecommunications Consultants

*Don Bushor
COM Consultants*



Celebrating Our 20th Anniversary



May 24, 1996

Chuck Conn
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
(818) 799-9101

Dear Chuck:

The City of South Pasadena delivered to COM Consultants four vendor proposals for a new voice and data communication platform. Ameritel Inc., Lucent Technologies, COM AID Inc. and Creative Communication Systems Inc. each presented a complete response to the request for proposal.

Each of these proposals was analyzed in regard to vendor qualifications, system analysis, service capabilities, financial considerations and decision considerations. Each vendor exception to the request for proposal was investigated and verified. Additional information was requested from the vendors to clarify each questionable response. In some cases, vendor proposals are less than professional or unreasonable in cost. In all cases, the proposals are treated with respect because the proposers have spent many hours in an effort to assist the City of South Pasadena.

COM Consultants is proud to report that after many long days of analysis, we have identified an excellent system provided by a viable vendor at a reasonable price. We look forward to meeting with the communication committee to present our recommendations.

Respectfully,

A handwritten signature in cursive script that reads 'Donald J. Bushor'.

Donald J. Bushor
Management Consultant

CSP-LETR.608

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SECTION ONE

VENDOR QUALIFICATIONS

i.1 INTRODUCTION AND OVERVIEW

On April 17, 1996, the City of South Pasadena authorized COM Consultants to issue a request for proposal (RFP) to define the requirements for replacing the existing telephone and cable systems, while adding call accounting and voice messaging systems. This RFP reflected the needs of each City department and was approved by the City of South Pasadena communications committee. The RFP required each vendor to submit a distributed processor voice and data system.

In a distributed processor system, the City would have separate voice and data systems in the Civic Center, the Cultural Center and the Service Center. However, the three separate systems would be integrated with each other by digital T-1 connections (see Exhibit 1-A). Under normal conditions, this voice and data communications platform would function as one transparent system. Yet, if any connection between systems is broken, the isolated location could continue both voice and data communications as an independent system.

On April 22, 1996, the City of South Pasadena mailed an RFP to twelve vendors with an invitation to attend a mandatory pre-proposal conference on April 30, 1996. On May 15, 1996, the City Clerk delivered to COM Consultants four proposals for evaluation.

1.2 VENDOR ORGANIZATION COMPARISONS

The four proposals were received from Ameritel Inc., Lucent Technologies, COM AID Inc. and Creative Communication Systems Inc. Each of these proposals contained a bidder information form that displays company history, local support staff and local facilities (see Exhibits 1-B, 1-C, 1-D and 1-E). This information is offered as a quick reference to the size and capabilities of each vendor. The most important vendor considerations are: years in business, financial stability, local service office and local parts inventory. Freeway conditions during City work hours prohibit consideration of a vendor who does not have a service office and parts inventory within 50 miles of the South Pasadena Civic Center.

Ameritel Inc. is the only one of these four vendors that COM Consultants has not utilized for the installation of a California City communication system.

Exhibit 1-A VOICE AND DATA COMMUNICATIONS PLATFORM

CIVIC CENTER

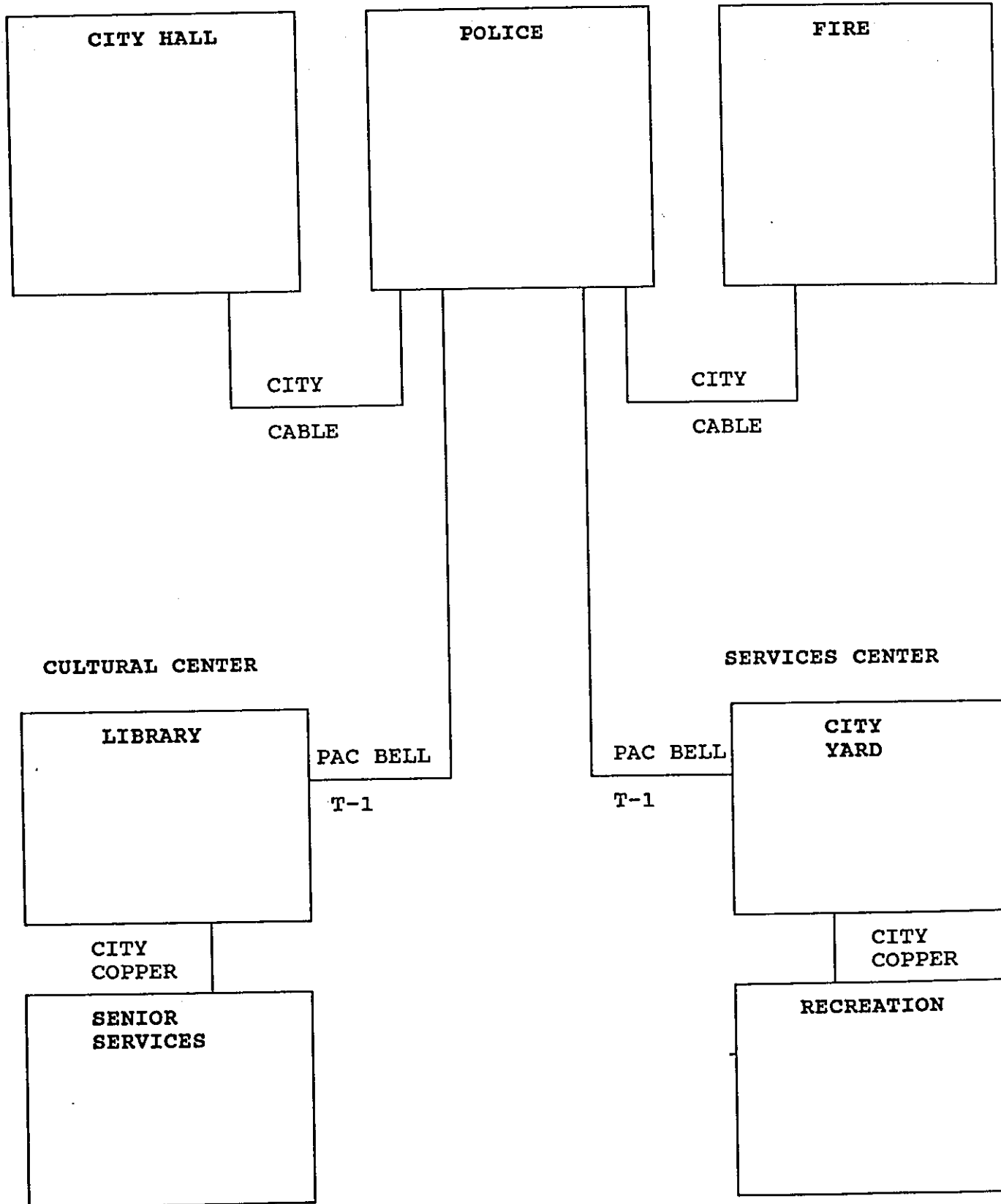


Exhibit 1-B VENDOR INFORMATION FORM - AMERITEL**2.2.1 Company History**

Company Name	<u>AmeriTel, Inc.</u>
Street Address	<u>8910 Quartz Avenue</u>
City, State	<u>Northridge, CA 91324</u>
Telephone Number	<u>818-734-7400</u>
Owners or Stockholders	<u>N/A</u>
Gross Sales (Last Year)	<u>5.4 Million</u>
Other Business Locations	<u>San Diego, Riverside</u>
State Contractors License #	<u>675614</u>
Yrs in Interconnect Business	<u>13</u>
Years at this Location	<u>13 (San Fernando Valley)</u>

2.2.2 Local Support Staff

General Manager	<u>Scott Murphy</u>
Project Manager	<u>Dave Burtch</u>
Engineering Manager	<u>Dave Baker</u>
Service Manager	<u>Jim Haga</u>
Training Manager	<u>Alta Postar</u>
Number of Employees	<u>70</u>
Number of Service Vehicles	<u>15</u>
Number of Service Employees	<u>35</u>
Factory Trained Repairmen	<u>15</u>

2.2.3 Local Facilities

Parts and Service Office	<u>Same as above</u>
Address	<u>same</u>
Telephone Number	<u>same</u>

Exhibit 1-C VENDOR INFORMATION FORM - LUCENT

2.2.1 Company History

Company Name	<u>AT&T/LUCENT TECHNOLOGIES</u>
Street Address	<u>74 N. Pasadena Ave., Ste 100</u>
City, State	<u>Pasadena, CA</u>
Telephone Number	<u>818 304 5381</u>
Owners or Stockholders	<u>Publicly Traded</u>
Gross Sales (Last Year)	<u>\$75 Billion-1994 (1995 Not Avail)</u>
Other Business Locations	<u>AT&T/LUCENT TECHNOLOGIES is a nationwide vendor, offices in 50</u>
State Contractors License #	<u>595241</u>
Yrs in Interconnect Business	<u>72</u>
Years at this Location	<u>12</u>

2.2.2 Local Support Staff

General Manager	<u>Carol McLarty</u>
Project Manager	<u>Pam Milewski</u>
Engineering Manager	<u>Joe Schwartz</u>
Service Manager	<u>Jim Moles</u>
Training Manager	<u>Pam Milewski</u>
Number of Employees	<u>300+</u>
Number of Service Vehicles	<u>200+</u>
Number of Service Employees	<u>200+</u>
Factory Trained Repairmen	<u>200+</u>

2.2.3 Local Facilities

Parts and Service Office	<u>871 Figueroa Terrace</u>
Address	<u>Los Angeles, CA 90012</u>
Telephone Number	<u>800 242 2121</u>

Exhibit 1-D VENDOR INFORMATION FORM - COM AID

2.2.1 Company History

Company Name	<u>COM-AID, Inc.</u>
Street Address	<u>24971 Avenue Stanford</u>
City, State	<u>Valencia, CA 91355</u>
Telephone Number	<u>(805) 257-1500</u>
Owners or Stockholders	<u>William Schwem Francis X. Gorman Michael Serino</u>
Gross Sales (Last Year)	<u>12 Million</u>
Other Business Locations	<u>Pleasanton, Irvine, San Diego</u>
State Contractors License #	<u>450-840 Class C7</u>
Yrs in Interconnect Business	<u>13</u>
Years at this Location	<u>9</u>

2.2.2 Local Support Staff

General Manager	<u>Jon M. Jensen</u>	<u>x235</u>
Project Manager	<u>Larry Hume</u>	<u>x206</u>
Engineering Manager	<u>Deron Pearson</u>	<u>x244</u>
Service Manager	<u>Ed Regan</u>	<u>x227</u>
Training Manager	<u>Sarah Drislane</u>	<u>x254</u>
Number of Employees	<u>135</u>	
Number of Service Vehicles	<u>40</u>	
Number of Service Employees	<u>45</u>	
Factory Trained Repairmen	<u>30</u>	

2.2.3 Local Facilities

Parts and Service Office	<u>Corporate</u>
Address	<u>24971 Avenue Stanford, Valencia, CA 91355</u>
Telephone Number	<u>(805) 257-1500</u>

Exhibit 1-E VENDOR INFORMATION FORM - CREATIVE**2.2.1 Company History**

Company Name	<u>Creative Communication Systems, Inc.</u>
Street Address	<u>1592-2 N. Batavia</u>
City, State	<u>Orange, CA</u>
Telephone Number	<u>(714)282-6100 (800)464-4282</u>
Owners or Stockholders	<u>L. & C. Beebe</u>
Gross Sales (Last Year)	<u>Approx. 1m</u>
Other Business Locations	<u>None</u>
State Contractors License #	<u>630841 C-7</u>
Yrs in Interconnect Business	<u>19</u>
Years at this Location	<u>5</u>

2.2.2 Local Support Staff

General Manager	<u>Jess Cass</u>
Project Manager	<u>Larry Beebe</u>
Engineering Manager	<u>Glenn Hansen</u>
Service Manager	<u>Raul Walker</u>
Training Manager	<u>Virginia Castillo</u>
Number of Employees	<u>12</u>
Number of Service Vehicles	<u>5 (individual owned)</u>
Number of Service Employees	<u>7</u>
Factory Trained Repairmen	<u>3</u>

2.2.3 Local Facilities

Parts and Service Office	<u>1592-2 N. Batavia</u>
Address	<u>Orange</u>
Telephone Number	<u>(800)464-4282</u>

SECTION TWO

SYSTEM ANALYSIS

The system components for the City of South Pasadena are: the tele-processor, the instrumentation, the voice messaging server, the call management server and the UPS systems. The technical specifications in the request for proposal (RFP) define these City of South Pasadena requirements. The vendor proposals must meet or exceed those requirements. Each of the proposed systems are compared with the competitors in a comprehensive equipment display (see Exhibit 2-A).

2.1 THE AMERITEL PROPOSED SYSTEMS

AmeriTel is proposing a Tadiran Coral III system with software version 9.XX for the Civic Center and Tadiran Coral II system for the Service Center and the Cultural Center. Although the model numbers are different, the hardware components, instrumentation and system software are virtually the same in all three locations. The Tadiran system also meets each of the functional requirements (see Exhibit 2-B). However, the AmeriTel proposal did not include the documentation requirements that were requested in section three. COM Consultants requested 3.7 Equipment List and 3.8 Equipment Diagrams during our proposal evaluation but the information received did not contain the detail necessary to verify the equipment configurations in the proposal (see Exhibit 2-C).

2.2 THE LUCENT PROPOSED SYSTEMS

Lucent Technologies is proposing an AT&T Definity system with version 4 software for the Civic Center and the Cultural Center. The Service Center system is the Definity Generic 3VS model with version 4 software. Although the model numbers are different, the hardware components, instrumentation and system software are virtually the same in all three locations. The AT&T Definity system also meets each of the

functional requirements (see Exhibit 2-B). The AT&T Audix voice messaging system is built into the Definity processor cabinet. This voice integration is a variation of the RFP technical specifications which requested a personal computer. Nevertheless, the proposed approach meets the City of South Pasadena requirements (see Exhibit 2-D). The systems proposed by Lucent meet the technical specifications with only a few exceptions.

2.3 THE COM AID PROPOSED SYSTEMS

COM AID is proposing the same NEC NEAX 2400 IVS system with Compact 1530 software for the Civic Center, the Service Center and the Cultural Center. Therefore, all three locations share exactly the same hardware and software capabilities across the network. Every work station in the City has the ability to communicate transparently on all voice and data applications. The telephone systems, instrumentation, voice messaging server, and UPS systems proposed by COM AID meet all of the City requirements. (see Exhibit 2-B).

2.4 THE CREATIVE PROPOSED SYSTEMS

Creative Communications is proposing the Tadiran Coral III system with software version 9.XX for the Civic Center and the Tadiran Coral I systems for the Service Center and the Cultural Center. Although the model numbers are different, the hardware components, instrumentation and system software are virtually the same in all three locations. The Tadiran systems also meet each of the functional requirements (see Exhibit 2-B). The telephone systems, instrumentation, voice messaging server, administration server and UPS systems proposed by Creative meet all of the City of South Pasadena requirements (see Exhibit 2-F).



CITY OF SOUTH PASADENA

AGENDA MEMORANDUM

To: The Mayor and City Council
From: Jeannine A. Gregory, City Clerk *JAG*
Date: July 17, 1996
Subject: Stratford/Berkshire House Relocation Project

BACKGROUND

The City has been negotiating Agreements with the South Pasadena Unified School District for the purchase of the property at 1327 Stratford Avenue and with the California Department of Transportation for the purchase and relocation of the Stratford property to 2035 Berkshire Avenue. The entities have approved the Agreements for your consideration this evening.

Additionally, the City has agreed to be responsible for providing the oversight of the completion of the house relocation project. The City will pay for the services necessary to complete the purchase, house move and demolition of Caltrans property. Estimates were received and the lowest responsible bids are identified as follows:

Asbestos Removal for 2035 Berkshire (Caltrans property)

Karcher Environmental, Inc. \$1,000.00

Demolition of 2035 Berkshire

McLoud Salvage, Inc. \$5,800.00

Housemoving of 1327 Stratford Avenue to 2035 Berkshire Avenue

Master Housemovers \$24,000

Temporary Moving of Utilities to facilitate house move

Estimated at \$1,500 to \$2,000

RECOMMENDATION

Staff requests the City Council enter into the Agreements with the School District and Caltrans and waive the formal bidding procedure (RULE V) for award of contract for house moving services). Authorize the City Manager to execute Agreements with the House Mover and the Demolition Contractor. Additionally, a resolution appropriating funds for the payment of costs associated with the relocation project which are fully reimbursable by Caltrans is attached for approval by the City Council.

Regular Meeting A.D. - 70

The City's commitment is to Integrity, Customer Service, and Communications.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF SOUTH PASADENA APPROPRIATING ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000) FROM THE GENERAL FUND UNAPPROPRIATED RESERVES FOR COSTS ASSOCIATED WITH THE STRATFORD/BERKSHIRE HOUSE RELOCATION PROJECT WHICH ARE FULLY REIMBURSABLE BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of South Pasadena has entered into Agreements with the South Pasadena Unified School District and the California Department of Transportation for purchase and relocation of property at 1327 Stratford Avenue (School District) to 2035 Berkshire Avenue (Caltrans) for the betterment of the Berkshire neighborhood; and,

WHEREAS, the City has agreed to be responsible for the supervision of the Stratford/Berkshire House Relocation Project through its completion; and,

WHEREAS, Caltrans has agreed to fund the entire project, but, due to the short time frame for removing the property from the Stratford location, the City has agreed to pay for the work involved and Caltrans will reimburse the City for all costs; and,

WHEREAS, funds were not allocated for this project in the FY 96-97 City Budget and a special account for purposes of tracking payments out and payments reimbursed for the House Relocation Project shall be established known as the "Caltrans House Relocation Project Account".

NOW THEREFORE, the City Council of the City of South Pasadena does hereby resolve as follows:

Section 1. The Finance Director is hereby authorized to make the following appropriation:

FROM

\$135,000 General Fund Unappropriated Reserves

TO

\$135,000 "Caltrans House Relocation Project Account"

Section 2. This resolution shall become effective immediately upon its adoption.

Section 3. The City Clerk shall certify to the adoption of this resolution.

RESOLUTION NO. _____

APPROVED AND ADOPTED this 17th day of July, 1996.

Dorothy M. Cohen, Mayor

ATTEST:

Jeannine A. Gregory
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a Regular meeting held on the 17th day of July, 1996.

AYES:

NOES:

ABSENT:

Jeannine A. Gregory
City Clerk

PURCHASE AND SALE AGREEMENT
FOR STRATFORD AVENUE HOUSE

This Purchase and Sale Agreement ("Agreement") is dated as of _____, 1996 for identification purposes and is entered into by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and the SOUTH PASADENA UNIFIED SCHOOL DISTRICT, a public body corporate and politic ("District"). The City and District are hereinafter sometimes individually referred to as "Party" and collectively referred to as "Parties."

ARTICLE 1. SUBJECT OF AGREEMENT.

This Agreement is for the sale and relocation of a single family residence structure currently located at 1327 Stratford Avenue in the City of South Pasadena, California ("House"). District desires to sell the House to City and have City move the House from District's lot on Stratford Avenue to Berkshire Avenue so that District may expand the Marengo Street School facilities. The Parties desire to cooperate in the sale and relocation of the House so that the City may improve the residential character of the Berkshire neighborhood and District may expand the Marengo Street School Facilities.

The House is currently situated on a lot owned by District at 1327 Stratford Avenue ("Parcel A"). Parcel A is shown on "Property Map A" which is attached hereto as Exhibit 1.

The District's sale and the City's cooperation with and supervision of the purchase, relocation and rehabilitation of the House pursuant to this Agreement are all in the vital and best interests of the Parties and are in accord with the public purposes and provisions of applicable state and local laws.

ARTICLE 2. PARTIES TO THE AGREEMENT.

2.1 City.

City is a municipal corporation. The principal office of City is located at 1414 Mission Street, South Pasadena, California 91030. The term "City" includes any assignee or successor to City's rights, powers and responsibilities under this Agreement.

2.2 District.

District is a subdivision of the State of California. The principal office of District is located at 1020 El Centro Street, South Pasadena, California 91030. The term "District" includes any assignee or successor to District's rights, powers and responsibilities under this Agreement.

ARTICLE 3. PURCHASE AND SALE OF THE HOUSE.

3.1 Purchase of House.

Upon the terms and conditions set forth in this Agreement, District agrees to sell and convey to City, and City agrees to purchase and accept from District, District's title and interest in the House. The conveyance of the House from District to City shall be accomplished by the execution of the form of bill of sale ("Bill of Sale") attached hereto as Exhibit 2. District and City shall use best efforts to effectuate the sale and transfer of the House to City on or before July 31, 1996.

3.2 Purchase Price.

In accordance with and subject to all terms, covenants and conditions of this Agreement, the District agrees to convey the House to City and City agrees to purchase the House for the purchase price of one dollar (\$1.00) (the "Purchase Price"). The Purchase Price shall be paid upon the conveyance of the House to City.

3.3 Representations Concerning House.

Subject only to City's and District's rights to terminate this Agreement as expressly provided in this Agreement, City hereby accepts the House in an "As Is" condition without warranty of any kind, express or limited, including, without limitation, any warranty as to title, physical condition or the existence or absence of hazardous materials in or on the House, and, hereafter, if the House is not in all respects entirely suitable for the use or uses to which the House or any part thereof will be put, then it is the sole responsibility and obligation of City to take such action as may be necessary to place the House in a condition entirely suitable for such use or uses.

3.4 Conditions to Purchase of House.

District's obligation to transfer the House and City's obligation to accept the House shall be conditioned upon the performance or written waiver by the Parties of the following requirements: (i) City shall have paid District the Purchase Price; (ii) City shall have provided District with evidence of the insurance coverage required, as set forth in Section 4.3 below; and (iii) this Agreement shall not have been terminated and shall be in full force and effect.

3.5 Exemption from School District Fees.

District agrees that it shall not impose any fee or exaction upon City pursuant to California Government Code Section 53080 in connection with City's purchase and relocation of the House.

ARTICLE 4. RELOCATION OF HOUSE.

4.1 City's Relocation Obligations.

City agrees that it shall use its best efforts to have the House moved from Parcel A prior to July 31, 1996. While City must use its best efforts to move the House by July 31, 1996, if City has not purchased and moved the House by July 31, 1996, Districts sole remedy shall be the automatic termination of this Agreement pursuant to Section 5.2, below.

4.2 Right of Entry.

In order to carry out the terms of this Agreement, City shall have the right at any time to enter upon Parcel A for purposes of inspecting the House and moving the House beginning on the date this Agreement is executed. City's right to enter Parcel A shall terminate after the House has been removed from Parcel A and all necessary work on Parcel A has been completed.

4.3 Indemnification During Construction; Bodily Injury and Property Damage Insurance

During periods of relocation of the House from Parcel A and until such time as all work on Parcel A has been completed to the reasonable satisfaction of the Parties, City agrees to, and shall, indemnify and hold the District harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss and damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to Parcel A and which may be caused by the performance of City, their agents, servants, employees and contractors or anyone directly or indirectly employed by City, and whether such damage shall accrue or be discovered before or after the termination of this Agreement.

Prior to the commencement of the relocation of the House, City shall furnish or shall cause to be furnished, to District, duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least \$1,000,000 combined single limits, naming District as an additional insured. Such insurance shall be maintained and kept in force until the completion of all work on Parcel A has been completed to the reasonable satisfaction of the Parties.

In addition, such policy shall provide for a severability of interest clause and provide that such bodily injury and property damage insurance shall be primary for losses arising out of City's performance under the Agreement.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be canceled or materially changed without at

With copies to: Oliver, Vose, Sandifer, Murphy & Lee
281 S. Figueroa Street, Second Floor
Los Angeles, California 90012
Attention: Edward W. Lee, Esq.

if to District: South Pasadena Unified School District
1020 El Centro Street
South Pasadena, California 91030
Attention: Assistant Superintendent

Any such notices shall be deemed given when deposited in the mail as required hereinabove and shall be deemed received upon the earlier of forty-eight (48) hours after being deposited as required herein or actual receipt. The person and the place to which notices are to be mailed may be changed by either party by notice to the other in accordance with this Section.

5.4 Time of Essence; Context and Construction.

Time is of the essence of this Agreement. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. "Day" or "days" is used herein, such shall refer to calendar day or days, unless otherwise specifically provided herein. Whenever a reference is made herein to a particular Article of this Agreement, it shall mean and include all sections, subsections and subparts thereof, and, whenever a reference is made herein to a particular section or subsection, it shall include all subsections and subparts thereof.

5.5 Amendments in Writing; Entire Agreement.

The provisions of this Agreement may not be amended or altered except by a written instrument fully executed by each of the Parties hereto. This Agreement embodies the entire understanding and agreement between the parties and supersedes any prior written or oral agreement or understandings not incorporated herein.

5.6 Severability.

Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances be held to be illegal or in conflict with any Governmental Restrictions, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

5.7 Arm's Length Negotiations.

This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters

dealt with in this Agreement. In addition, each party has been given the opportunity to consult experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or a legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Purchase and Relocation Agreement as of the date first above written.

"CITY"
THE CITY OF SOUTH PASADENA

Date: _____

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:
Oliver, Vose, Sandifer, Murphy & Lee
City Attorney

By: _____

"DISTRICT"
SOUTH PASADENA UNIFIED
SCHOOL DISTRICT

Date: _____

By: _____
Its: _____

Exhibit 1

Legal Description:
Lot 16 of Tract 1348
M.B. 18-93

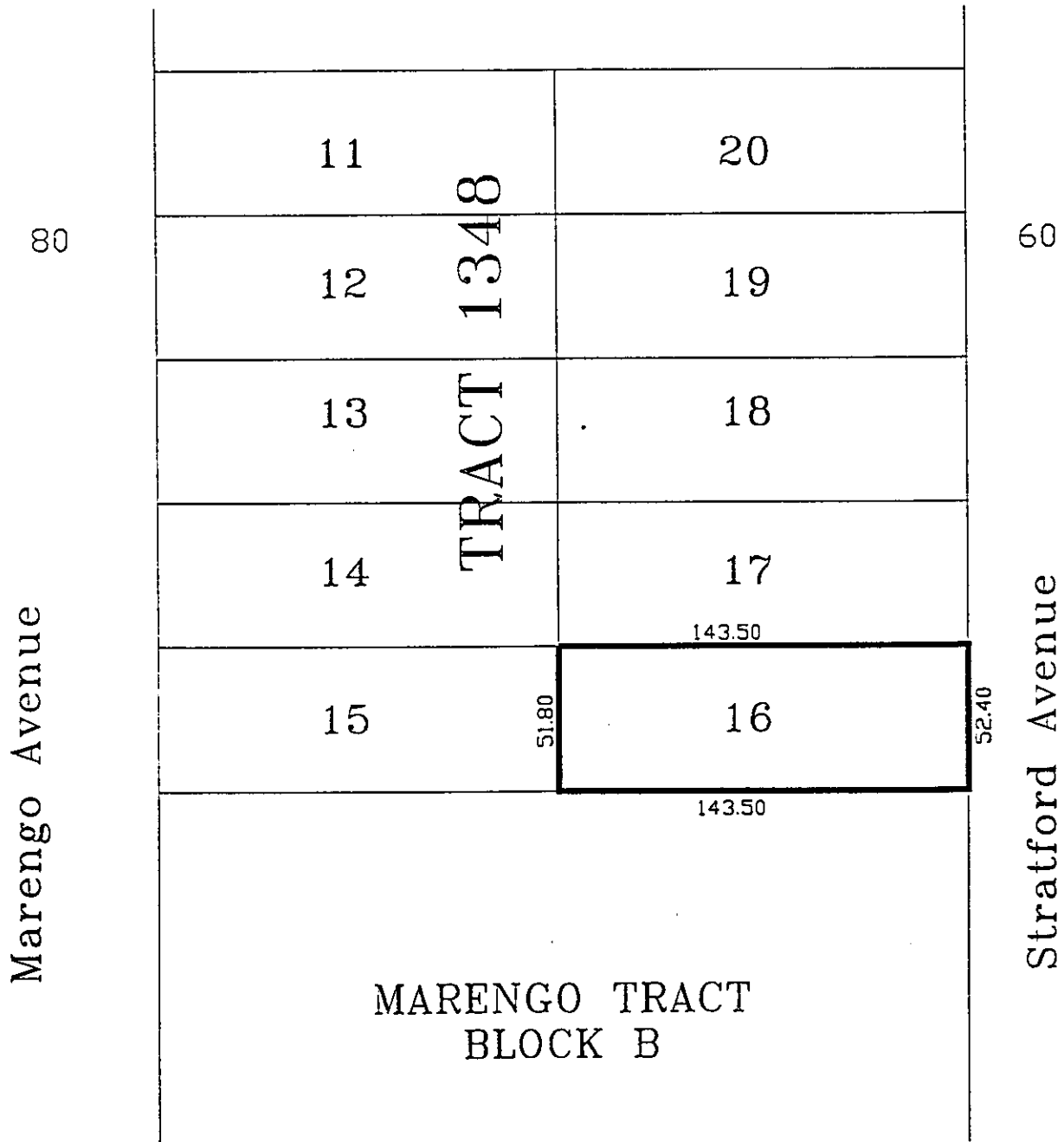


EXHIBIT 2

When Recorded Return To:

BILL OF SALE

SOUTH PASADENA UNIFIED SCHOOL DISTRICT, a public body, corporate and politic, herein called Seller, in consideration of the sum of One Dollars (\$1.00) paid it by CITY OF SOUTH PASADENA, a municipal corporation, herein called Buyer, the receipt of which is acknowledged, does grant, sell, transfer, and deliver to Buyer the single family residence structure currently located at 1327 Stratford Avenue, South Pasadena, California (the "House").

The House is conveyed subject to the Purchase and Sale Agreement entered into by and between Buyer and Seller, dated _____, 1996, which is herein incorporated by reference.

Buyer shall have all rights and title to the House in itself and its successors and assigns.

Seller is the lawful owner of the House and the House is free from all encumbrances. Seller has good right to sell the House and will warrant and defend the right against the lawful claims and demands of all persons.

In witness whereof, Seller has executed this agreement at South Pasadena, California, on _____ 1996.

SOUTH PASADENA
UNIFIED SCHOOL DISTRICT

By: _____
Its:

APPROVED AS TO FORM:

By: _____

CITY OF SOUTH PASADENA

By: _____
Its:

APPROVED AS TO FORM:

By: _____

COOPERATIVE AGREEMENT FOR THE
REHABILITATION AND SALE OF THE STRATFORD AVENUE HOUSE
BY AND BETWEEN
CITY OF SOUTH PASADENA
AND
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

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- PARCEL MAP B
- BILL OF SALE
- SCHEDULE OF PERFORMANCE
- SCOPE OF DEVELOPMENT
- SITE PLAN

COOPERATIVE AGREEMENT FOR THE
REHABILITATION AND SALE OF THE STRATFORD AVENUE HOUSE

This Cooperative Agreement ("Agreement") is dated as of _____, 1996 for identification purposes and is entered into by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and the STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, a public body corporate and politic ("CALTRANS"). The City and CALTRANS are hereinafter sometimes individually referred to as "Party" and collectively referred to as "Parties."

ARTICLE 1. SUBJECT OF AGREEMENT.

1.1 Purpose of Agreement.

This Agreement is for the relocation, rehabilitation and sale of a single family residence structure currently located on Stratford Avenue in the City of South Pasadena, California ("House"). The South Pasadena Unified School District ("District") desires to sell the House to City and have the City move the House from District's lot on Stratford Avenue so that District may expand the Marengo Street School facilities. City will first purchase the House from District. With funds provided by CALTRANS, City will then relocate the House to a site owned by CALTRANS and rehabilitate the House for residential use. The House will then be sold to CALTRANS. The Parties desire to cooperate in the relocation, rehabilitation and sale of the House so that City may improve the residential character of the Berkshire neighborhood and CALTRANS may acquire a residential structure for use or resale on its land.

The House is currently situated on a lot owned by District at 1327 Stratford Avenue ("Stratford"). Stratford is shown on "Property Map A" which is attached hereto as Exhibit 1. The House will be relocated to a site currently owned by CALTRANS and located at 2035 Berkshire Avenue, South Pasadena, California ("Berkshire"). Berkshire is shown on "Property Map B" which is attached hereto as Exhibit 2. A structure currently located on Berkshire will be demolished in preparation for the move of the House from Stratford to Berkshire.

The City's sale of and supervision of the relocation and rehabilitation of the House and CALTRANS' purchase of the House for residential use pursuant to this Agreement are all in the vital and best interests of the Parties and are in accord with the public purposes and provisions of applicable state and local laws.

1.2 Definitions.

1.2.1 Building Ordinances.

"Building Ordinances" shall mean those building standards, of general application and not imposed solely with respect to the House, in effect from time to time that govern building and construction standards, including, without limitation, the City's codes pertaining to building, plumbing, electrical, mechanical, grading, swimming pool, sign and fire requirements.

1.2.2 City Representatives and CALTRANS Representatives.

"City Representatives" and "CALTRANS Representatives," respectively, shall mean and include all of the respective predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, council members, board members, and planning commissioners of the City or CALTRANS, as the case may be, and of each of them.

1.2.3 Governmental Restrictions.

"Governmental Restrictions" shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, writs, injunctions, orders, decrees, rulings, conditions of approval, or authorization, now in force or which may hereafter be in force, of any governmental entity, agency or political subdivision.

1.2.4 House.

"House" shall mean the single family residence structure currently situated on the lot commonly known as 1327 Stratford Avenue in the City of South Pasadena, California.

1.2.5 Improvements.

"Improvements" shall mean and include all grading to be done on Berkshire, as well as all rehabilitation, repair and construction to be done on the House and all buildings, structures, fixtures, excavation, parking, landscaping, and other work, construction, alterations and improvements of whatsoever character to be done by City on, around, under or over Berkshire pursuant to this Agreement.

1.2.6 Losses and Liabilities.

"Losses and Liabilities" shall mean and include all claims, demands, causes of action, liabilities, losses, damages,

judgments, injuries, expenses (including, without limitation, attorneys' fees and costs incurred by the indemnified party with respect to legal counsel of its choice), charges, penalties or costs of whatsoever character, nature and kind, whether to property or to person, and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent.

1.2.7 Stratford.

"Stratford" shall mean that certain real property commonly known as 1327 Stratford Avenue and shown on Property Map A attached hereto as Exhibit 1.

1.2.8 Berkshire.

"Berkshire" shall mean that certain real property commonly known as 2035 Berkshire Avenue and shown on Property Map B attached hereto as Exhibit 2.

1.2.9 Person.

"Person" means an individual, corporation, partnership, joint venture, association, firm, joint stock company, trust, unincorporated association or other entity.

ARTICLE 2. PARTIES TO THE AGREEMENT.

2.1 City.

City is a municipal corporation. The principal office of City is located at 1414 Mission Street, South Pasadena, California 91030. The term "City" includes any assignee or successor to City's rights, powers and responsibilities under this Agreement.

2.2 CALTRANS.

CALTRANS is the Department of Transportation of the State of California. The principal office of CALTRANS for purposes of this Agreement is located at District 7, 120 S. Spring Street, Los Angeles, California 90012-3606. The term "CALTRANS" includes any assignee or successor to CALTRANS's rights, powers and responsibilities under this Agreement.

ARTICLE 3. PURCHASE AND SALE OF THE HOUSE.

3.1 Purchase of House.

Upon the terms and conditions set forth in this Agreement, City agrees to sell and convey to CALTRANS, and CALTRANS

agrees to purchase and accept from City, City's title and interest in the House. The conveyance of the House from City to CALTRANS shall be accomplished by the execution of the form of bill of sale ("Bill of Sale") attached hereto as Exhibit 3.

3.1.1 Purchase Price.

In accordance with and subject to all terms, covenants and conditions of this Agreement, the City agrees to convey the House to CALTRANS and CALTRANS agrees to purchase the House for the purchase price of one dollar (\$1.00) (the "Purchase Price"). The Purchase Price shall be paid upon the conveyance of the House to CALTRANS on completion of the Improvements.

3.1.2 Representations Concerning House.

Subject only to CALTRANS' right to terminate this Agreement and the conditions set forth in paragraph 3.1.3 hereof, CALTRANS hereby accepts the House in an "As Is" condition without warranty of any kind, express or limited, as to the physical condition of the House. The foregoing shall not be deemed to limit or waive any express covenants, warranties, representations or obligations of City or CALTRANS set forth in this Agreement.

3.1.3 Conditions to Purchase of the House.

City's obligation to transfer the House and CALTRANS' obligation to accept the House shall be conditioned upon the performance or written waiver by the Parties of the following requirements:

(i) the Parties shall have approved the Site Plan, construction contracts and all other submissions to be submitted with respect to all of the Improvements to be constructed on Berkshire, in accordance with the requirements set forth in Article 4 of this Agreement and the Schedule of Performance attached hereto as Exhibit 4;

(ii) City shall have obtained all approvals required for the demolition of the structure on Berkshire, the relocation of the House from Stratford to Berkshire and the Improvements. These approvals shall include, without limiting the foregoing, all approvals, licenses and permits required for the removal of hazardous substances from Stratford and Berkshire;

(iii) City shall have moved the House from Stratford to Berkshire and have completed the Improvements on the House including, without limiting the foregoing, the removal of asbestos and any other hazardous materials to the satisfaction of all regulatory agencies having jurisdiction with respect thereto;

(iv) no Party shall then be in Default (as hereinafter defined) under this Agreement; and

(v) this Agreement shall not have been terminated and shall be in full force and effect.

ARTICLE 4. RELOCATION AND REHABILITATION OF HOUSE.

4.1 Submissions and Approvals.

4.1.1 Scope of Development.

The Parties agree that City shall: (i) remove all asbestos and other hazardous materials from existing structures on Berkshire to the satisfaction of all regulatory agencies having jurisdiction with respect thereto; (ii) demolish the existing structure(s) on Berkshire; (iii) move the House from Stratford to Berkshire; and (iv) construct certain Improvements to the House to bring the House into habitable condition in compliance with current City Ordinances upon relocation to Berkshire. All work to be performed by City shall be in accordance with all City Ordinances and development requirements. All of the Improvements on the House and Berkshire shall also comply with the terms and provisions of the "Scope of Development" attached hereto as Exhibit 5. At the time of approval and execution of this Agreement, all Parties shall have approved of said Scope of Development.

4.1.2 Site Plan.

Prior to the execution hereof, the Parties have formulated a site plan for Berkshire (the "Site Plan"), a copy of which is attached hereto as Exhibit 6. At the time of approval and the execution of this Agreement, all Parties shall have approved of said Site Plan.

4.1.3 Permits and Approvals.

The Parties acknowledge that approval of Plans by the Parties does not constitute approval by City under any required code, ordinance, law or regulation, or in connection with any building permits.

The City shall use its best efforts to ensure that approvals by the City under any required code, ordinance, law or regulation or in connection with the issuance of any required building permits are obtained timely and at no expense to CALTRANS. The City shall indemnify CALTRANS against any fee or exaction which may be imposed by the District under California Government Code Section 53080 in respect of the subject of this Agreement.

4.2 City's Construction Obligations.

City agrees that it shall construct or cause to be constructed all of the Improvements in accordance with any specific or precise plan which governs or may govern the development of Berkshire, the Site Plan, the Schedule of Performance, the Scope of Development, all applicable Governmental Restrictions, including without limitation, the City's building and zoning requirements, and the terms and provisions set forth in this Agreement.

Prior to moving the House from Stratford to Berkshire, the City shall have entered into fixed price contracts with qualified licensed contractors for the removal of asbestos, the demolition of the existing structures on Berkshire and the move of the House. It is understood and agreed that the City shall formally bid the contract for the construction of the Improvements. The City shall obtain CALTRANS' prior written approval of its choice of contractors and the construction contracts to be entered into under this Agreement.

4.3 Cost of Development.

The cost of development shall be set forth in the Scope of Development attached hereto as Exhibit 5. The City shall be responsible for all costs associated with the removal of asbestos and any other hazardous substances from the House before it is moved to Berkshire. CALTRANS shall be responsible for all costs associated with the removal of asbestos and any other hazardous substances from Berkshire, and for all costs of the relocation of the House and Improvements up to the amount of \$129,222 (the "Development Cost").

4.3.1 Changes in the Improvements and Cost Increases

The City shall notify CALTRANS in writing within 5 days if it becomes aware of the need for any changes in the Scope of Development, Site Plan or of the contractors chosen to do the work hereunder. CALTRANS shall review and either approve or reject the proposed changes and, if changes are approved, shall agree to pay the costs of such changes in an amount which in the aggregate for all such changes shall not exceed fifteen percent (15%) of the Development Cost. If changes are rejected (and CALTRANS' approval of such changes shall not be unreasonably withheld), the City shall continue to complete the Improvements as provided hereunder. Any dispute as to CALTRANS' approval or rejection of requested changes shall be subject to non-binding arbitration as provided in Section 6.5 of this Agreement if the costs of requested changes have exceed 115% (in the aggregate) of the Development Cost.

4.3.2 Payment Schedule.

CALTRANS shall pay the City for work completed hereunder in accordance with the following payment schedule:

(i) for removal of the asbestos from Berkshire, the demolition of the structures on Berkshire and the move of the House from Stratford to Berkshire: on completion of the demolition and move of the House.

(ii) for the Improvements: progress payments to be made in four or five phases in accordance with the construction contract to be negotiated and entered into by City for the construction of the Improvements and on certification by the City and verification by CALTRANS' inspector of the percentage of the Improvements completed.

Payment shall be made pursuant to an invoice submitted by City to CALTRANS certified as correct by the City. CALTRANS shall, in addition to Development Cost, pay to City a construction management fee in the amount of five percent (5%) of the Development Cost which shall be the total amount payable by CALTRANS to City for all of City's costs hereunder, including the costs of any City employees, administrative costs and overhead. The construction management fee shall be payable to the City upon completion of the Improvements.

4.4 Prevailing Wage.

The City shall comply, and require its contractors and subcontractors to comply, with all applicable labor, prevailing wage and public contracting laws.

4.5 Right of Entry.

In order to carry out the terms of this Agreement, City's Representatives shall have the right at any time to enter upon Berkshire for purposes of inspecting the lot, moving the House for conveyance to CALTRANS and completing the improvements. City's Representatives' right to enter Berkshire shall terminate after all Improvements to the House have been completed.

4.6 Indemnification During Construction; Bonding and Insurance

During periods of demolition of the structures on Berkshire, relocation of the House from Stratford to Berkshire, the construction of Improvements on Berkshire and until such time as the Improvements have been completed to the reasonable satisfaction of the Parties, for each phase of construction of the Improvements, City agrees to, and shall, indemnify and hold CALTRANS harmless

from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss and damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to Stratford and Berkshire and which may be caused by the performance of City, their agents, servants, employees and contractors or anyone directly or indirectly employed by City, and whether such damage shall accrue or be discovered before or after the termination of this Agreement.

Prior to the commencement of the demolition on Berkshire, relocation of the House and construction on Berkshire, City shall furnish, or shall cause to be furnished, to CALTRANS, duplicate originals or appropriate certificates of bodily injury, property damage and "course of construction" insurance policies including "all risk" insurance for physical loss or damage including, without duplication of coverage, perils of fire, earthquake, theft, vandalism and malicious mischief in the amount of at least \$1,000,000 combined single limits covering City and CALTRANS. All insurance policies required hereunder, including payment and performance bonds, if any, required by City or any of its contractors hereunder shall name CALTRANS as an additional insured. Such insurance shall be maintained and kept in force until the completion of all Improvements to the reasonable satisfaction of the Parties.

In addition, such policy shall provide for a severability of interest clause and provide that such bodily injury and property damage insurance shall be primary for losses arising out of City's performance under the Agreement.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be canceled or materially changed without at least thirty (30) days prior written notice to the other Parties. Copies of such policies or certificates shall be deposited with CALTRANS together with appropriate evidence of payment of the premiums therefor; and, at least thirty (30) days prior to expiration dates of expiring policies or contracts held by said Parties, copies of renewal or new policies or contracts or certificates shall be deposited with said CALTRANS.

4.7 Stipulations of Certain Parties.

The City and CALTRANS acknowledge that they disagree as to the need for CALTRANS to obtain consent from the City for the demolition of the structures on 2035 Berkshire Avenue, and for demolition generally of CALTRANS-owned structures within the City. This Agreement is intended to address only the structures on 2035 Berkshire Avenue, and is not intended as a precedent with regard to any other CALTRANS-owned properties. In connection only with the

demolition of any structures or improvements on 2035 Berkshire Avenue to prepare for the relocation of the House from Stratford, City agrees and stipulates to permitting such demolition to occur on 2035 Berkshire Avenue. City and CALTRANS expressly acknowledge and agree that such demolition on Berkshire shall not be nor deemed to be a violation of the terms and provisions of that certain STIPULATION AND ORDER issued by the United States District Court in City of South Pasadena v. Volpe, Civil Case No. 73-81-EC.

The City warrants and represents that the relocation and rehabilitation of the House does not require review of or the issuance of any permit by the City Cultural Heritage Commission or any other agency having jurisdiction over historical or architectural preservation. The City further warrants and represents that: the House is not on the eligible list for, nor is eligible to be listed on, the National Register; that the house is not and will not be listed on any City list of historical structures; that when relocated to Berkshire, the House will not be a contributor to, or have any special historical significance because of its location in, a district which is or is later determined to be of historic significance; and the City will not advocate or support any such designation by any other authority.

ARTICLE 5. DURATION AND TERMINATION.

5.1 Effect and Duration of Agreement.

Provided no Party is in default hereunder, this Agreement shall terminate and be of no further force or effect when Caltrans has accepted the House and when City has issued a Certificate of Occupancy in accordance with the provisions of Chapter 9 of the City Municipal Code. Notwithstanding any provision to the contrary in this Agreement, the City's indemnity as to the House's lack of historical significance in paragraph 4.8 hereof shall survive the termination of this Agreement and shall be in force and effect until the conveyance of fee title of the House to a third party.

5.2 Termination.

The Parties acknowledge and agree that if for any reason, the House is not removed by the City from Stratford prior to July 31, 1996, this Agreement shall automatically terminate. In the event of termination because the House has not been removed from Stratford prior to July 31, 1996, both parties shall be released from any liability under this Agreement and neither Party shall be required to perform its obligations hereunder.

ARTICLE 6. DEFAULTS, REMEDIES AND TERMINATION.

6.1 Defaults; Generally.

Occurrence of any or all of the following ("Events of Default") shall, after the expiration of the applicable cure period provided in Section 6.2 below, constitute a default ("Default(s)") under and a breach of this Agreement:

(a) Failure of any Party to timely make any of the submissions or diligently pursue any of the approvals required by the Schedule of Performance or any other provision of this Agreement;

(b) Failure or delay in the due, prompt and complete observance and performance of each and every condition, covenant or obligation imposed on City or CALTRANS, respectively, by this Agreement;

(c) Discovery that any material representation or warranty of any Party made hereunder was false or misleading when made;

(d) Any Party's neglect, failure or refusal to keep in force and effect any material permit or approval with respect to construction of any Improvements or any policy or policies of insurance required hereunder;

(e) Failure or delay in the due, prompt or complete observance and performance of each and every material condition, covenant or obligation to be performed by City or CALTRANS, respectively, under this Agreement, including, without limitation, the failure to take possession of the House or commence or complete the relocation or construction of Improvements in accordance with and at the times set forth in the Schedule of Performance.

6.2 Right to Cure Events of Default.

The Party whose acts or omissions to act constitute an Event of Default as defined in Section 6.1 shall be entitled to cure, correct, or remedy such Event of Default, if (i) such defaulting Party commences and thereafter diligently pursues the curing of said Event of Default within fifteen (15) days of receipt of a Notice of Default, as defined in Section 6.3; and (ii) such defaulting Party fully completes such cure, correction or remedy within thirty (30) days of receipt of said Notice of Default, or, the event that the Event of Default is not curable within said thirty (30) day period), within such additional period as is reasonably necessary to cure said Event of Default, provided that such additional period shall not in any event exceed ninety (90) days without the non-defaulting Parties' consent. Notwithstanding

anything to the contrary in this Section, if the Event of Default consists of a Party's failure to timely discharge its monetary obligations to any other Party, then the Party in default shall cure any such default within ten (10) days of receipt of a Notice of Default.

6.3 Notice of Default.

The non-defaulting Party shall give written notice of the Event of Default ("Notice of Default") to the Party in default, specifying the Event of Default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any Event of Default, nor shall it change the time of Default.

6.4 Waiver of Default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any Event of Default or Default shall not operate as a waiver of said Event of Default or Default or of any rights or remedies in connection therewith or of any subsequent Event or Default or Default or any rights or remedies in connection therewith, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.5 Non-Binding Arbitration.

Prior to the commencement of any legal actions in Superior or Federal Court, the Parties agree that in the event of disputes or controversies arising out of this Agreement, the disputes or controversies shall be submitted to non-binding arbitration in accordance with the arbitration laws of California. The arbitrator shall be mutually selected by the Parties.

6.6 Legal Actions.

6.6.1 Institution of Legal Actions.

In addition to any other rights or remedies and subject to the restrictions in Section 6.2, any Party may, subject to any applicable liquidated damages provisions of this Agreement, institute legal action to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that county, or in the Federal District Court in the Central District of California.

6.6.2 Applicable Law.

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

6.7 Rights and Remedies Are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default.

6.8 Inaction Not a Waiver of Default.

Any failures or delays by any Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.9 Damages.

If any Party Defaults with regard to any of the provisions of this Agreement, subject to the provisions of Sections 6.2 and 6.3, the defaulting party shall be liable to the non-defaulting Party for all damages caused by such Default, and the non-Defaulting Party or Parties may commence an action for damages against the defaulting Party with respect to such Default.

6.10 Specific Performance.

If any Party Defaults under any of the provisions of this Agreement, subject to the provisions of Sections 6.2 and 6.3, the non-defaulting Party or Parties may commence an action for specific performance of the terms of this Agreement.

6.11 Attorneys' Fees.

In the event that any Party hereto brings any action or files any proceeding to declare the rights granted herein or to enforce any of the terms of this Agreement or as a consequence of any breach by another Party of its obligations hereunder, the prevailing Party or Parties in such action or proceeding shall be entitled to have all of its attorneys' fees and out-of-pocket expenditures paid by the losing Party.

if to CALTRANS: State of California
Department of Transportation
District 7
120 S. Spring Street
Los Angeles, California 90012-3606
Attention: Joe W. Boyd,
District Division Chief,
Div. of Office of Right of Way

with copies to: State of California
Department of Transportation
Legal Division, Los Angeles Office
865 South Figueroa Street, 4th Floor
Los Angeles, California 90017.
Attention: William A. Evans, Esq.

Any such notices shall be deemed given when deposited in the mail as required hereinabove and shall be deemed received upon the earlier of forty-eight (48) hours after being deposited as required herein or actual receipt. The person and the place to which notices are to be mailed may be changed by either party by notice to the other in accordance with this Section.

7.1.1 Day-to-Day Project Communications

All day-to-day communications in connection with the demolition, move and construction of any structures or Improvements on Stratford or Berkshire shall be addressed as follows:

If to City: Jeannine Gregory
City Clerk
City of South Pasadena
1414 Mission Street
South Pasadena, California 91030.
(818) 799-9101

If to CALTRANS: Richard A. Marquis
State of California
Department of Transportation
300 South Spring Street, 8th Floor
Los Angeles, California 90012
(213) 897-1119

7.2 Conflict of Interest.

No member, official or employee of any Party shall have any direct or indirect interest in this Agreement, or participate in any decision relating to the Agreement which is prohibited by law.

7.3 Incorporation of Exhibits.

All Exhibits referred to in this Agreement are incorporated herein by such reference and made a part hereof.

7.4 Time of Essence; Context and Construction.

Time is of the essence of this Agreement. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. The term "person" as used in this Agreement, includes a natural person, corporation, association, partnership, organization, business, trust, individual, or a governmental authority, agency. "Day" or "days" is used herein, such shall refer to calendar day or days, unless otherwise specifically provided herein. Whenever a reference is made herein to a particular Article of this Agreement, it shall mean and include all sections, subsections and subparts thereof, and, whenever a reference is made herein to a particular section or subsection, it shall include all subsections and subparts thereof.

7.5 No Obligation To Third Parties.

This Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties to this Agreement to, any person or entity not a Party to this Agreement and the Parties explicitly disclaim any intent to create a third party beneficiary relationship with any person or entity as a result of this Agreement.

7.6 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7.7 Amendments in Writing; Entire Agreement.

The provisions of this Agreement may not be amended or altered except by a written instrument fully executed by each of the Parties hereto. This Agreement embodies the entire understanding and agreement between the parties and supersedes any prior written or oral agreement or understandings not incorporated herein.

7.8 Further Acts.

Each of the Parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the Parties and carry out the terms of

IN WITNESS WHEREOF, the Parties have executed this Purchase and Relocation Agreement as of the date first above written.

"CITY"
THE CITY OF SOUTH PASADENA

Date: _____

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

Oliver, Vose, Sandifer, Murphy & Lee
City Attorney

By: _____

"CALTRANS"
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Date: 7-17-96

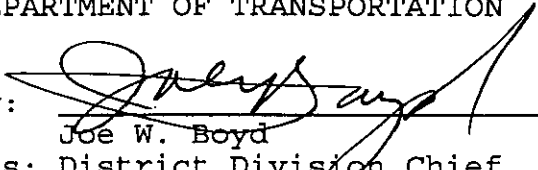
By: 
Joe W. Boyd
Its: District Division Chief

Exhibit 2

Legal Description:

That parcel of land formerly
described as Lot 71 of
Valley View Heights Tract

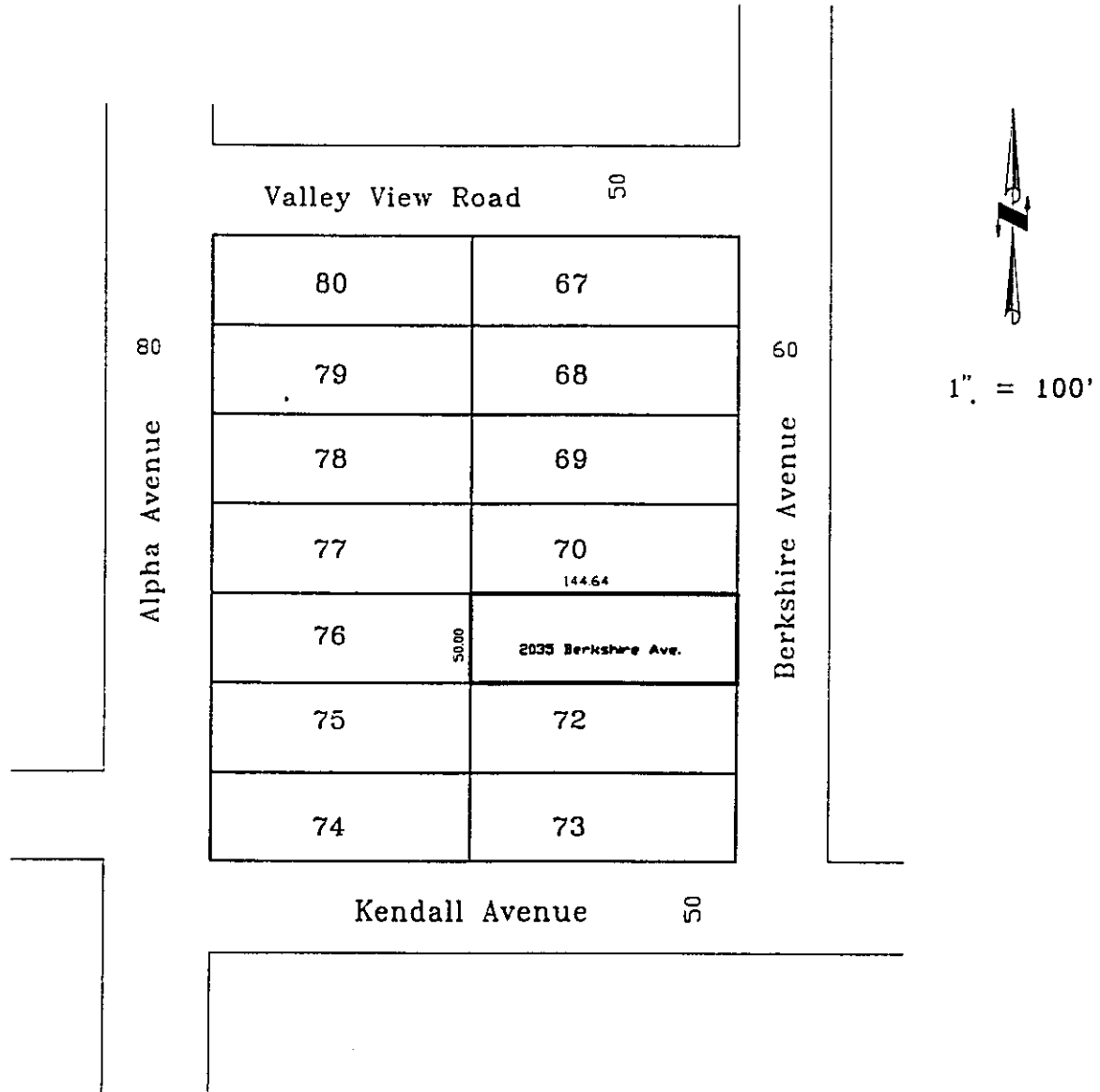


EXHIBIT 3

When Recorded Return To:

BILL OF SALE

CITY OF SOUTH PASADENA, a municipal corporation, herein called Seller, in consideration of the sum of One Dollars (\$1.00) paid it by STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, a public body, corporate and politic, herein called Buyer, the receipt of which is acknowledged, does grant, sell, transfer, and deliver to Buyer the single family residence structure currently located at 2035 Berkshire Avenue, South Pasadena, California (the "House").

The House is conveyed subject to the Rehabilitation and Sale Agreement entered into by and between Buyer and Seller, dated _____, 1996, which is herein incorporated by reference.

Buyer shall have all rights and title to the House in itself and its successors and assigns.

Seller is the lawful owner of the House and the House is free from all encumbrances. Seller has good right to sell the House and will warrant and defend the right against the lawful claims and demands of all persons.

In witness whereof, Seller has executed this agreement at South Pasadena, California, on _____ 1996.

CITY OF SOUTH PASADENA

By: _____
Its:

APPROVED AS TO FORM:

By: _____

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Its:

APPROVED AS TO FORM:

By: _____

EXHIBIT 4

SCHEDULE OF PERFORMANCE

Asbestos Removal from structure at 2035 Berkshire	7/22/96
Demolition of structures at 2035 Berkshire	7/25/96
Commencement of move of House from Stratford	7/31/96
Rehabilitation	
Preparation of Plans and Specifications	8/7/96
Bid opening for construction of Improvements	8/22/96
Award of contract for Improvements	9/4/96
Commencement of Construction	9/9/96
Completion of Construction	12/9/96

EXHIBIT 5

SCOPE OF DEVELOPMENT

Asbestos removal for 2035 Berkshire	\$1,000.00
Demolition of 2035 Berkshire	\$5,800.00
Move of House from 1327 Stratford Avenue to 2035 Berkshire Avenue	\$24,000.00
Utility Company fees	\$2,000.00
Improvements to House:	
1. Remove and replace fireplace	
2. Repair interior plaster as necessary or remove plaster and replace with drywall	
3. Remove and replace plumbing	
4. Remove and replace electrical	
5. Remove and replace kitchen cabinets or refinish and repair existing cabinets and fixtures	
6. Remove and replace bath room cabinets and fixtures	
7. Refinish all interior and exterior doors	
8. Repair all windows	
9. Remove and replace roof	
10. Build new two car garage at new location	
11. Build new drive way at new location	
12. Prepare and paint entire exterior and interior of building	
13. Build new foundation at new location	
14. Install smoke detectors	
15. Utility connections at new location	
16. Repair or replace any existing structural damage	
17. Provide plans	\$96,422.00
Construction Bond Premium	\$2,500.00
Contingency (15%)	\$14,463.00
Construction Management	\$5,000.00

Exhibit 6

50.00

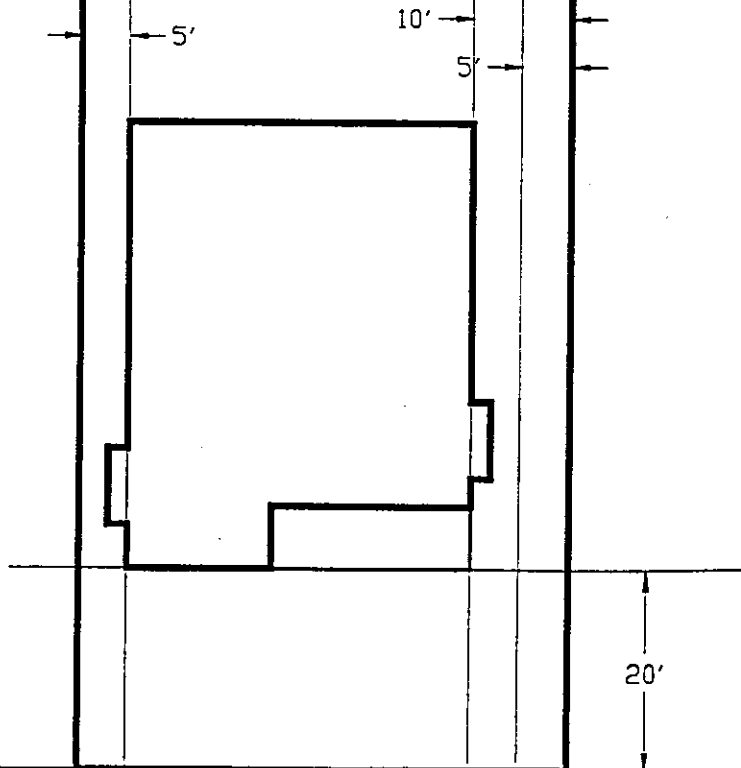


1" = 20'

72

144.64

70



2035 Berkshire Ave.

PURCHASE AND SALE AGREEMENT
FOR STRATFORD AVENUE HOUSE

This Purchase and Sale Agreement ("Agreement") is dated as of _____, 1996 for identification purposes and is entered into by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and the SOUTH PASADENA UNIFIED SCHOOL DISTRICT, a public body corporate and politic ("District"). The City and District are hereinafter sometimes individually referred to as "Party" and collectively referred to as "Parties."

ARTICLE 1. SUBJECT OF AGREEMENT.

This Agreement is for the sale and relocation of a single family residence structure currently located at 1327 Stratford Avenue in the City of South Pasadena, California ("House"). District desires to sell the House to City and have City move the House from District's lot on Stratford Avenue to Berkshire Avenue so that District may expand the Marengo Street School facilities. The Parties desire to cooperate in the sale and relocation of the House so that the City may improve the residential character of the Berkshire neighborhood and District may expand the Marengo Street School Facilities.

The House is currently situated on a lot owned by District at 1327 Stratford Avenue ("Parcel A"). Parcel A is shown on "Property Map A" which is attached hereto as Exhibit 1.

The District's sale and the City's cooperation with and supervision of the purchase, relocation and rehabilitation of the House pursuant to this Agreement are all in the vital and best interests of the Parties and are in accord with the public purposes and provisions of applicable state and local laws.

ARTICLE 2. PARTIES TO THE AGREEMENT.

2.1 City.

City is a municipal corporation. The principal office of City is located at 1414 Mission Street, South Pasadena, California 91030. The term "City" includes any assignee or successor to City's rights, powers and responsibilities under this Agreement.

2.2 District.

District is a subdivision of the State of California. The principal office of District is located at 1020 El Centro Street, South Pasadena, California 91030. The term "District" includes any assignee or successor to District's rights, powers and responsibilities under this Agreement.

ARTICLE 3. PURCHASE AND SALE OF THE HOUSE.

3.1 Purchase of House.

Upon the terms and conditions set forth in this Agreement, District agrees to sell and convey to City, and City agrees to purchase and accept from District, District's title and interest in the House. The conveyance of the House from District to City shall be accomplished by the execution of the form of bill of sale ("Bill of Sale") attached hereto as Exhibit 2. District and City shall use best efforts to effectuate the sale and transfer of the House to City on or before July 31, 1996.

3.2 Purchase Price.

In accordance with and subject to all terms, covenants and conditions of this Agreement, the District agrees to convey the House to City and City agrees to purchase the House for the purchase price of one dollar (\$1.00) (the "Purchase Price"). The Purchase Price shall be paid upon the conveyance of the House to City.

3.3 Representations Concerning House.

Subject only to City's and District's rights to terminate this Agreement as expressly provided in this Agreement, City hereby accepts the House in an "As Is" condition without warranty of any kind, express or limited, including, without limitation, any warranty as to title, physical condition or the existence or absence of hazardous materials in or on the House, and, hereafter, if the House is not in all respects entirely suitable for the use or uses to which the House or any part thereof will be put, then it is the sole responsibility and obligation of City to take such action as may be necessary to place the House in a condition entirely suitable for such use or uses.

3.4 Conditions to Purchase of House.

District's obligation to transfer the House and City's obligation to accept the House shall be conditioned upon the performance or written waiver by the Parties of the following requirements: (i) City shall have paid District the Purchase Price; (ii) City shall have provided District with evidence of the insurance coverage required, as set forth in Section 4.3 below; and (iii) this Agreement shall not have been terminated and shall be in full force and effect.

3.5 Exemption from School District Fees.

District agrees that it shall not impose any fee or exaction upon City pursuant to California Government Code Section 53080 in connection with City's purchase and relocation of the House.

ARTICLE 4. RELOCATION OF HOUSE.

4.1 City's Relocation Obligations.

City agrees that it shall use its best efforts to have the House moved from Parcel A prior to July 31, 1996. While City must use its best efforts to move the House by July 31, 1996, if City has not purchased and moved the House by July 31, 1996, Districts sole remedy shall be the automatic termination of this Agreement pursuant to Section 5.2, below.

4.2 Right of Entry.

In order to carry out the terms of this Agreement, City shall have the right at any time to enter upon Parcel A for purposes of inspecting the House and moving the House beginning on the date this Agreement is executed. City's right to enter Parcel A shall terminate after the House has been removed from Parcel A and all necessary work on Parcel A has been completed.

4.3 Indemnification During Construction; Bodily Injury and Property Damage Insurance

During periods of relocation of the House from Parcel A and until such time as all work on Parcel A has been completed to the reasonable satisfaction of the Parties, City agrees to, and shall, indemnify and hold the District harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss and damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to Parcel A and which may be caused by the performance of City, their agents, servants, employees and contractors or anyone directly or indirectly employed by City, and whether such damage shall accrue or be discovered before or after the termination of this Agreement.

Prior to the commencement of the relocation of the House, City shall furnish or shall cause to be furnished, to District, duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least \$1,000,000 combined single limits, naming District as an additional insured. Such insurance shall be maintained and kept in force until the completion of all work on Parcel A has been completed to the reasonable satisfaction of the Parties.

In addition, such policy shall provide for a severability of interest clause and provide that such bodily injury and property damage insurance shall be primary for losses arising out of City's performance under the Agreement.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be canceled or materially changed without at

With copies to: Oliver, Vose, Sandifer, Murphy & Lee
281 S. Figueroa Street, Second Floor
Los Angeles, California 90012
Attention: Edward W. Lee, Esq.

if to District: South Pasadena Unified School District
1020 El Centro Street
South Pasadena, California 91030
Attention: Assistant Superintendent

Any such notices shall be deemed given when deposited in the mail as required hereinabove and shall be deemed received upon the earlier of forty-eight (48) hours after being deposited as required herein or actual receipt. The person and the place to which notices are to be mailed may be changed by either party by notice to the other in accordance with this Section.

5.4 Time of Essence; Context and Construction.

Time is of the essence of this Agreement. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. "Day" or "days" is used herein, such shall refer to calendar day or days, unless otherwise specifically provided herein. Whenever a reference is made herein to a particular Article of this Agreement, it shall mean and include all sections, subsections and subparts thereof, and, whenever a reference is made herein to a particular section or subsection, it shall include all subsections and subparts thereof.

5.5 Amendments in Writing; Entire Agreement.

The provisions of this Agreement may not be amended or altered except by a written instrument fully executed by each of the Parties hereto. This Agreement embodies the entire understanding and agreement between the parties and supersedes any prior written or oral agreement or understandings not incorporated herein.

5.6 Severability.

Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances be held to be illegal or in conflict with any Governmental Restrictions, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

5.7 Arm's Length Negotiations.

This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters

dealt with in this Agreement. In addition, each party has been given the opportunity to consult experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or a legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Purchase and Relocation Agreement as of the date first above written.

"CITY"
THE CITY OF SOUTH PASADENA

Date: _____

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:
Oliver, Vose, Sandifer, Murphy & Lee
City Attorney

By: _____

"DISTRICT"
SOUTH PASADENA UNIFIED
SCHOOL DISTRICT

Date: _____

By: _____
Its: _____

Exhibit 1

Legal Description:
 Lot 16 of Tract 1348
 M.B. 18-93

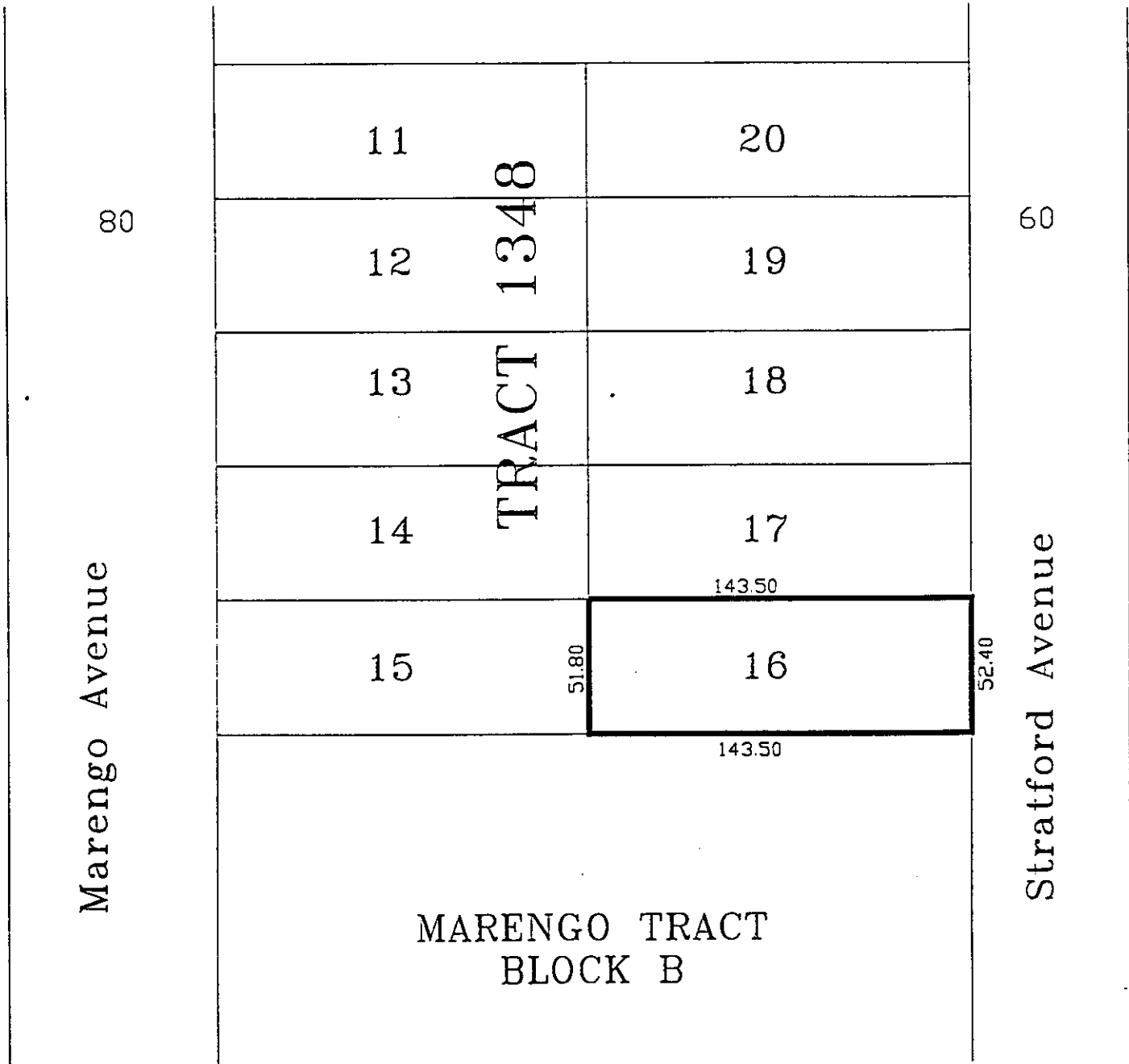
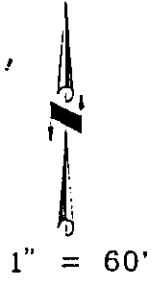


EXHIBIT 2

When Recorded Return To:

BILL OF SALE

SOUTH PASADENA UNIFIED SCHOOL DISTRICT, a public body, corporate and politic, herein called Seller, in consideration of the sum of One Dollars (\$1.00) paid it by CITY OF SOUTH PASADENA, a municipal corporation, herein called Buyer, the receipt of which is acknowledged, does grant, sell, transfer, and deliver to Buyer the single family residence structure currently located at 1327 Stratford Avenue, South Pasadena, California (the "House").

The House is conveyed subject to the Purchase and Sale Agreement entered into by and between Buyer and Seller, dated _____, 1996, which is herein incorporated by reference.

Buyer shall have all rights and title to the House in itself and its successors and assigns.

Seller is the lawful owner of the House and the House is free from all encumbrances. Seller has good right to sell the House and will warrant and defend the right against the lawful claims and demands of all persons.

In witness whereof, Seller has executed this agreement at South Pasadena, California, on _____ 1996.

SOUTH PASADENA
UNIFIED SCHOOL DISTRICT

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____

CITY OF SOUTH PASADENA

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 17th day of July 1996, and between the CITY OF SOUTH PASADENA (hereinafter referred to as (the CITY) and MASTER HOUSEMOVERS.

WITNESSETH: The parties do agree as follows:

SECTION 1. HOUSE MOVING SERVICES

This Agreement is made and entered into with respect to the following facts:

a. MASTER HOUSEMOVERS represents that they are qualified to perform such services and have agreed to do so pursuant to this Agreement; and

b. The CITY desires to contract with MASTER HOUSEMOVERS on the basis of the following terms and conditions.

SECTION 2. EMPLOYMENT

The CITY hereby employs MASTER HOUSEMOVERS as an independent contractor and MASTER HOUSEMOVERS hereby accepts such services by the CITY for purposes of performing house moving services for the CITY OF SOUTH PASADENA.

SECTION 3. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that MASTER HOUSEMOVERS is an independent contractor and shall not be considered an employee of the CITY.

SECTION 4. SCOPE OF SERVICES

MASTER HOUSEMOVERS will diligently perform house moving services as outlined in the attached proposal (Exhibit A).

SECTION 5. TERM

The term of this Agreement shall be the period from the date of this Agreement, as first shown above, through Sept. 17, 1996.

SECTION 6. COMPENSATION

a. MASTER HOUSEMOVERS will perform those tasks and deliver those services outlined in Section 4. above, in accordance with the terms and provisions of this Agreement at a total fee not to exceed \$24,000 payable by a deposit and the balance in progress payments at Commencement, Raising and Delivery. Of this amount, \$2,000 is for cutting the house, \$3,000 is for rough framing of the cut and \$500 is for the demolition of the fireplace.

b. The City Clerk shall be the principal representative of the CITY for the purposes of this Agreement and shall receive all bills, other submittals, questions and information from MASTER HOUSEMOVERS.

SECTION 7. RIGHT OF TERMINATION

This Agreement may be terminated by either party with or without cause, upon three (3) days written notice to the other party. All work shall cease at the conclusion of said notice period. MASTER HOUSEMOVERS shall be paid for all services provided prior to the termination date in accordance with Section 6 herein.

SECTION 8. LIABILITY

a. MASTER HOUSEMOVERS hereby agrees to and does indemnify, defend and hold harmless the CITY, the South Pasadena Unified School District (School District), the California Department of Transportation (Caltrans), and any and all of its respective officers, employees and representatives from any and all claims, liability, and expenses, including attorneys' fees and costs which arise out of and related to MASTER HOUSEMOVERS performance pursuant to the terms of this Agreement.

SECTION 9. INSURANCE REQUIREMENTS

a. Prior to commencement of the relocation of the House, MASTER HOUSEMOVERS shall furnish or shall cause to be furnished, to the CITY, duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least \$1,000,000 combined single limits, naming the CITY and Caltrans as an additional insured. Such insurance shall be maintained and kept in full force until the completion of the relocation of 1327 Stratford to 2035 Berkshire has been completed to the reasonable satisfaction of the Parties. In addition, such policy shall provide for a severability of interest clause and provide that such bodily injury and property damage insurance shall be primary for losses arising out of MASTER HOUSEMOVERS performance under the Agreement.

SECTION 10. NOTICES

a. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY OF SOUTH PASADENA:

Jeannine A. Gregory, City Clerk
City of South Pasadena
1414 Mission Street
South Pasadena, California 91030

TO MASTER HOUSEMOVERS

Lamar McKay, President
Master HouseMovers
P.O. Box 18883
Encino, California 91416

b. Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same with the United States Postal Service.

SECTION 11. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective successors in interest.

SECTION 12. ASSIGNMENT

MASTER HOUSEMOVERS shall not assign any of his rights or obligations hereunder without prior consent of the CITY.

SECTION 13. COMPLIANCE WITH LAWS

MASTER HOUSEMOVERS shall comply with all applicable laws in performing its obligations pursuant to this Agreement.

SECTION 14. WORKERS' INSURANCE

MASTER HOUSEMOVERS agrees to maintain at its expense, during the term of

this Agreement, all legally necessary insurance for his employees engaged in the performance of this Agreement, including but not limited to worker's compensation insurance, and to provide the CITY with satisfactory evidence of such insurance coverage.

SECTION 15. EQUAL OPPORTUNITY PROVISION

MASTER HOUSEMOVERS agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, gender, age, handicap, marital status or national origin. MASTER HOUSEMOVERS further agrees to comply with all county, state, and federal laws relating to equal employment opportunity rights.

SECTION 16. PREVAILING WAGE

MASTER HOUSEMOVERS shall comply, with all applicable prevailing wage and public contracting laws.

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto on the day and year first hereinabove written.

CITY OF SOUTH PASADENA

By: _____

MASTER HOUSEMAKERS
Independent Contractor

By: _____
Lamar McKay, President

Approved as to form:

OLIVER, VOSE, SANDIFER, MURPHEY & LEE

By: _____
City Attorney

Exhibit A

“PROPOSAL”

For consideration of amount set forth herein, Master HouseMovers (MHM) agrees to provide all the labor, materials and equipment necessary to move the structure now located at 1327 Stratford Avenue (“Origin”) to lot at 2035 Berkshire Avenue (“Destination”). The City authorizes MHM to commence work on or after July 22, 1996 (“Commencement Date”). MHM expects the move to take approximately _____ working days (Exclusive of delays beyond MHM’s reasonable control), during which time the structure will be divided into two (2) pieces (“Sections”) and the roof will be removed. The move itself is expected to take one night.

The work includes:

- * Inserting wide flange steel beams perpendicularly against the floor joists and through walls in any slab areas
- * Raising the structure from the existing foundation and loading it onto transport dollies
- * Moving the structure to the destination lot and unloading it approximately 3 ½ ‘ from Ground level onto crib supports
- * Returning to lower the building after the repairs are complete and within sixty (60) days after the structure has been moved.

The City will pay fees required by utility companies for raising of wires; provide the right of way and clearance for the structure to the street at Origin, in from the street at Destination and along the route. This includes the removal of trees, fences and any other obstructions and grading or site preparation as Master HouseMovers deems necessary for access; perform all required notifications and abatement work by Commencement Date; disconnect and reconnect all plumbing, electric, sewer, gas and water and have all utility services turned off prior to Commencement Date.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 17th day of July 1996, by and between the **CITY OF SOUTH PASADENA** (hereinafter referred to as the "CITY" and **McLOUD SALVAGE, INC.** hereinafter referred to as "McLoud".

WITNESSETH: The parties do agree as follows:

SECTION 1. HOUSE DEMOLITION SERVICES

This Agreement is made and entered into with respect to the following facts:

- a. **McLOUD** represents that they are qualified to perform such services and have agreed to do so pursuant to this Agreement; and
- b. The **CITY** desires to contract with **McLOUD** on the basis of the following terms and conditions.

SECTION 2. EMPLOYMENT

The **CITY** hereby employs **McLOUD** as an independent contractor and **McLOUD** hereby accepts such services by the **CITY** for purposes of performing house demolition services for the **CITY OF SOUTH PASADENA**.

SECTION 3. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that **McLOUD** is an independent contractor and shall not be considered an employee of the **CITY**.

SECTION 4. SCOPE OF SERVICES

McLOUD will diligently perform house demolition services as outlined in the attached proposal.

SECTION 5. TERM

The term of this Agreement shall be the period from the date of this Agreement, as first shown above, through August 17, 1996.

SECTION 6. COMPENSATION

- a. **McLOUD** will perform those tasks and deliver those services outlined in Section 4. above, in accordance with the terms and provisions of this Agreement at a total fee not to

exceed \$5,800.

b. The City Clerk shall be the principal representative of the CITY for the purposes of this Agreement and shall receive all bills, other submittals, questions and information from McLOUD.

SECTION 7. RIGHT OF TERMINATION

This Agreement may be terminated by either party with or without cause, upon three (3) days written notice to the other party. All work shall cease at the conclusion of said notice period. McLOUD shall be paid for all services provided prior to the termination date in accordance with Section 6 herein.

SECTION 8. LIABILITY

a. McLOUD SALVAGE hereby agrees to and does indemnify, defend and hold harmless the CITY, the South Pasadena Unified School District (School District), and the California Department of Transportation (CALTRANS), and any and all of its respective officers, employees and representatives from any and all claims, liability, and expenses, including attorneys' fees and costs which arise out of and related to McLOUD performance pursuant to the terms of this Agreement.

SECTION 9. INSURANCE REQUIREMENTS

a. Prior to commencement of the demolition of the House, McLOUD SALVAGE shall furnish or shall cause to be furnished, to the CITY, duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least \$1,000,000 combined single limits, naming the CITY and CALTRANS as an additional insured. Such insurance shall be maintained and kept in full force until the demolition of 1327 Stratford has been completed to the reasonable satisfaction of the Parties. In addition, such policy shall provide for a severability of interest clause and provide that such bodily injury and property damage insurance shall be primary for losses arising out of McLOUD performance under the Agreement.

SECTION 10. NOTICES

a. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY OF SOUTH PASADENA:

Jeannine A. Gregory, City Clerk
City of South Pasadena
1414 Mission Street
South Pasadena, California 91030

TO McLOUD SALVAGE

John Rigdon
McLOUD SALVAGE
P.O. Box 18883
Encino, California 91416

b. Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same with the United States Postal Service.

SECTION 11. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective successors in interest.

SECTION 12. ASSIGNMENT

McLOUD shall not assign any of his rights or obligations hereunder without prior consent of the CITY.

SECTION 13. COMPLIANCE WITH LAWS

McLOUD shall comply with all applicable laws in performing its obligations pursuant to this Agreement.

SECTION 14. WORKERS' INSURANCE

McLOUD agrees to maintain at its expense, during the term of this Agreement, all legally necessary insurance for his employees engaged in the performance of this Agreement, including but not limited to worker's compensation insurance, and to provide the CITY with satisfactory evidence of such insurance coverage.

SECTION 15. EQUAL OPPORTUNITY PROVISION

McLOUD agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, gender, age, handicap, marital status or national origin. McLOUD further agrees to comply with all county, state, and federal laws relating to equal employment opportunity rights.

SECTION 16. PREVAILING WAGE

McCloud shall comply, with all applicable prevailing wage and public contracting laws.

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto on the day and year first hereinabove written.

CITY OF SOUTH PASADENA

By: _____

McLOUD SALVAGE, INC.
Independent Contractor

By: _____

Approved as to form:

OLIVER, VOSE, SANDIFER, MURPHEY & LEE

By: _____
City Attorney

NOTICE OF A MEETING
CULTURAL HERITAGE COMMISSION
CITY OF SOUTH PASADENA
2002 BERKSHIRE AVENUE

The City of South Pasadena Cultural Heritage Commission will consider proposals to rehabilitate the home located at 2002 Berkshire Avenue at its regular meeting on Thursday, November 18. The meeting will be at 6:30 p.m. in the Council Chambers located at 1424 Mission Street.

The property at 2002 Berkshire Avenue is owned by Caltrans and has sat vacant for many years. The City Council and neighborhood are interested in rehabilitating the property and restoring it if possible. It is on the City's Historical Inventory and was built in the 1920s.

The Cultural Heritage Commission will review proposals that have been submitted by November 12, 1999 per the request of the City Council. Each of the bidders will be allowed to make a fifteen minute presentation to the Commission on how they propose to rehabilitate the structure. Members of the audience will also be given time to ask questions and to comment on proposals and presentations.

Among the factors the Commission is interested in are: the preferences of the neighbors, a schedule and time line for completion, amount of purchase price to be offered to the City, documentation or letter of intent for financing of the project, and a statement of qualifications. Based on the documents submitted and presentations, the Cultural Heritage Commission may recommend one proposal to the City Council for further consideration.

The City Council is interested in restoring the existing residence, but others options have not been ruled out as of yet. Any person who wishes to submit a proposal for consideration by the Cultural Heritage Commission should do so at the Community Development Department by November 12. The minimum requirements for the proposal and additional information can be obtained from the Community Development Department or by calling (626) 403-7220.

South Pasadena Education Room is located at 1020 El Centro Street. For more information, call (626) 403-1120.

school's "Coach of the Century." "Not very many people are a legend in their own time," Reyna told the large turnout splattered with orange and black attire. "Based on everything I've

who spearheaded the "Heritage Homecoming Week" honoring Solari, told Tiger fans that a new press box is expected to be constructed in time for next season. As a tribute, it will bear Solari's name. "Thank you coach for all that you have meant and given to the students of South Pasadena High and our community."

Solari, 71, directed South Pasadena High's football program from 1956 to 1971 and compiled a 116-39-5 record. His teams racked up five Rio

the game, saying, "Remember, the most important thing is that these guys get back on the field and play the game in the second half." Old and new Tiger fans were treated to an exciting finish as South Pasadena held on to a 12-7 victory. Time ran out with San Marino on the Tigers' one yard line as South Pasadena staged an electrifying goal line stand.

Solari said he was completely caught off guard with word that the stadium had been renamed after him.

Solari, See Page 3

Safety Tips Offered

to trick-or-treat. Every adult should always supervise small children. Instruct children to never accept anything until they get the goodies are examined by a parent. Check the wrappers for tampering.

Mark out an area where you will be going. For Children

For trick-or-treat Always go with a parent or grown up.

Never talk to or get into a car with a stranger. Never go inside a stranger's home.

• Go trick-or-treating in well-lit neighborhoods you know.

• Be sure you can hear and see out of your mask.

• Carry a flashlight at night.

• Have your parents check all your treats before you eat them.

• Respect other's property. Remember, vandalism is a crime.

For more information, or for safety tips, contact the Crime Prevention Unit at the South Pasadena Police at (626) 403-7285.

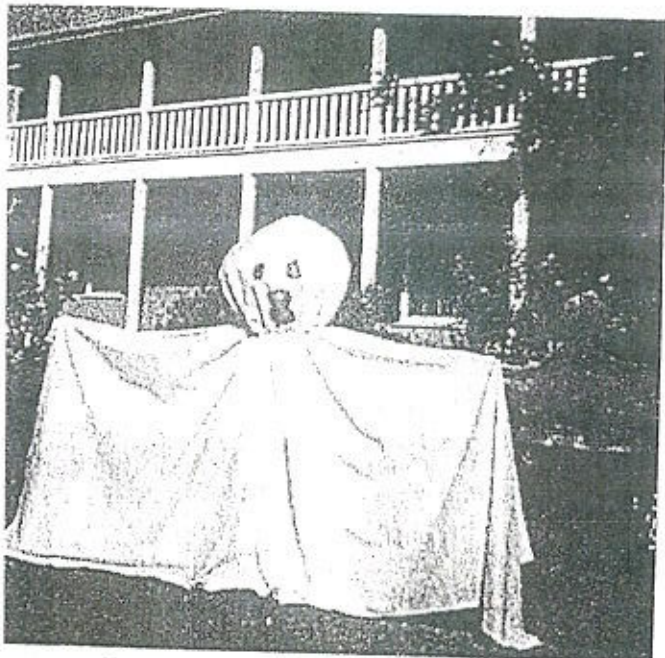


Photo by Bill Glazier
A person dressed as a ghost stands in front of a South Pasadena house at the corner of Meridian and Broadway streets. For a night of trick-or-treat fun, the South Pasadena

Proposals to Rehabilitate Home in City Scheduled for Nov. 18

South Pasadena's Cultural Heritage Commission will hold a special meeting on Monday, November 18, to consider proposals to rehabilitate the home at 2002 Berkshire Avenue.

The meeting, slated for 6:30 p.m., will be held in the council chambers at City Hall, 1424 Mission Street, in South Pasadena.

The property at 2002 Berkshire Avenue is owned by Caltrans and has sat vacant for many years. The South Pasadena City Council and surrounding neighborhood are interested in rehabilitating the property and restoring the home.

The home, built in the 1920s, is on the city's historical inventory.

The Cultural Heritage Commission will review two proposals that have been submitted as requested by the City Council and any other received by the deadline.

Each of the bidders who has submitted a proposal will be allowed to make a 15 minute presentation to the Cultural Heritage Commission on how they propose to rehabilitate the structure.

Members of the audience also will be given time to comment on proposals and presentations.

Among the factors the commission is interested in include: a schedule and time for completion, amount of purchase price to be offered to the city, documentation or letter of intent for financing of the project, and a statement of qualifications. Based on the documents submitted and presentations, the Cultural Heritage Commission may recommend one proposal to the City Council for further consideration.

The City Council is interested in restoring the existing residence, but other options have not been ruled out.

Persons who wish to submit a proposal to the City Council should do so by this date. Any person who wishes to submit a proposal for consideration by the Cultural Heritage Commission have until November 12. Minimum requirements for the proposal and additional information can be obtained from the community Development Department or by calling (626) 403-7220.

Press Release

Contact: Sean Joyce
Phone: (626) 403-7210

FOR IMMEDIATE RELEASE
Tuesday, October 26, 1999

PRESENTATIONS SCHEDULED TO HEAR PROPOSALS TO REHABILITATE SOUTH PASADENA HOME

The City of South Pasadena Cultural Heritage Commission will hold a special meeting on Thursday, November 18 to consider proposals to rehabilitate the home located at 2002 Berkshire Avenue. The meeting will be at 6:30 p.m. in the Council Chambers located at 1424 Mission Street.

The property at 2002 Berkshire Avenue is owned by Caltrans and has sat vacant for many years. The City Council and neighborhood are interested in rehabilitating the property and restoring it if possible. It is on the City's Historical Inventory and was built in the 1920s.

The Cultural Heritage Commission will review two proposals that have been submitted per the request of the City Council and any others received by the deadline. Each of the bidders who have submitted a proposal will be allowed to make a fifteen minute presentation to the Commission on how they propose to rehabilitate the structure. Members of the audience will also be given time to comment on proposals and presentations.

— REVISED — 10/28/99

- MORE -

Among the factors the Commission is interested in are: a schedule and time line for completion, amount of purchase price to be offered to the City, documentation or letter of intent for financing of the project, and a statement of qualifications. Based on the documents submitted and presentations, the Cultural Heritage Commission may recommend one proposal to the City Council for further consideration.

The City Council is interested in restoring the existing residence, but others options have not been ruled out as of yet. Any persons who wish to submit a proposal to the City Council should do so by this date. Any person who wishes to submit a proposal for consideration by the Cultural Heritage Commission should do so at the Community Development Department by November 12. Minimum requirements for the proposal and additional information can be obtained from the Community Development Department or by calling (626) 403-7220.

-End-

- REVISED - 10/28/99
Regular Meeting A.D. - 128



CITY OF SOUTH PASADENA

INFORMATIONAL MEMORANDUM

TO: Cultural Heritage Commissioners

FROM: Maryann DeHaven, Contract Planner *md*

SUBJECT: 2002 Berkshire Avenue

DATE: October 29, 1999

The following relates to the property at 2002 Berkshire Avenue:

1. Meeting Date. The date of the meeting has been changed from November 8 to the regular meeting of November 18. The presentations and discussion of the project will be scheduled toward the end of the meeting.
2. Walk-Through. The walk-through of the property has been scheduled by Caltrans for November 2 from 10:00 a.m. to 12:00 noon.
3. Potential Bidders. Mr. Adam Eliason has sent packets to additional interested potential bidders. The deadline for submittal of proposals will be November 12.

In addition, the material you requested is attached for your review. Also included are copies of the correspondence regarding the meeting such as the: letter to the Preservation Foundation, letter to the bidders, and article from the South Pasadena Review. Notices of the meeting date and time will be mailed toward the end of next week to all property owners and occupants within a 300-foot radius of the property.

Please let me know if you have any questions.



October 5, 1999

Mr. Sean Joyce
 CITY OF SOUTH PASADENA
 1414 Mission Street
 South Pasadena, CA 91030-3298

RE: 2002 BERKSHIRE AVE.

Dear Mr. Joyce:

I have assembled a list of names of individuals/companies that were contacted regarding 2002 Berkshire Ave. Each received a letter and attachments which included a structural report, soils report, appraisal and review appraisal. They were also informed as to the bid price for demolition and removal of hazardous materials.

<u>INDIVIDUAL/COMPANY</u>	<u>DATE SENT</u>	
Vizcarra Construction	12/15/98	approved S. Pasadena contractor
Newreal, Inc.	12/14/98	approved S. Pasadena contractor
Pasadena Heritage	12/14/98	approved S. Pasadena contractor
William Huang	12/14/98	referred by Pasadena Heritage
Mike Verdugo	12/28/98	referred by City of S. Pasadena
Dennis Heatherington	12/28/98	referred by City of S. Pasadena
DeBonis & Faubion Construction	12/28/98	referred by CivicStone
Kris Paulsen	12/28/98	referred by City of Pasadena
Jim Norris	12/28/98	referred by City of Pasadena
Homestar Corporation	12/28/98	referred by City of Pasadena
Glenn Deveer (Deva Architects)	12/28/98	referred by City of Pasadena
Bob Ferreira	04/06/99	referred by S. Pasadena resident
Golden Bear Construction	04/22/99	referred by S. Pasadena resident
Lyon Crest Realty Group, Inc.	07/30/99	MLS
Barbara Rogers (Coldwell Banker)	07/30/99	MLS
Shaun Bienjek	07/30/99	MLS
Tom Laidig	08/30/99	Newspaper article referral
Janet Marangi	08/30/99	Newspaper article referral
Carol Cobabe	08/30/99	MLS
Todd Pratt	08/30/99	Newspaper article referral
Virgina Paca (Design on Call)	09/09/99	Newspaper article referral

Please call me if you have any questions.

Sincerely,

Adam B. Eliason
 CivicStone



CITY MANAGER

APR 23 1999

April 22, 1999

Ms. Anne B. McIntosh
CITY OF SOUTH PASADENA
1414 Mission Street
South Pasadena, CA 91030-3298

RE: 2002 BERKSHIRE AVE.

SENT VIA FAX: (626) 403-7211

Dear Ms. McIntosh:

It is my understanding that your recent closed session meeting with the Mayor and City Council discussed their interest in seeing the 2002 Berkshire Ave. property marketed to a more general segment of the real estate market. I also understand that the City Attorney will prepare a "proposal" to Caltrans regarding the sale of this property to the City and the various conditions contingent upon the sale.

I have put together a package of information that will be sent to prospective buyers of the 2002 Berkshire Ave property. The package will include the following:

1. Cover Letter (attached to this letter)
2. Project detail page (attached to this letter)
3. Appraisal and review comments on Caltrans Appraisal (not attached)
4. Structural/Soils Analysis (not attached)

John and I thought of several ways to market the property. The first is placing the property "available for sale" in the Multiple Listing Service. I know a real estate broker that would place the ad and use my name as a contact. The second way to market the property is to contact the associate members of the California Redevelopment Association and mail them the package listed above. Lastly, I will contact surrounding cities and ask for their Request for Proposal address/phone number list of home builders.

If you have additional ideas or thoughts about this information please contact me. Otherwise, I intend to proceed immediately with this information and strategy.

Sincerely,

Adam B. Eliason
CivicStone

cc: John Trauth, Housing Consultant
File

CivicStone PMB #A-344 2575 Chino Hills Parkway Chino Hills CA 91709
Office 909-364-0575 * Fax 909-628-6052 * www.civicstone.com

April 22, 1999

Mr. Chin Lee
GOLDEN BEAR CONSTRUCTION
306 N. Hobart Blvd.
Los Angeles, CA 90004

**RE: 2002 BERKSHIRE AVE
SOUTH PASADENA, CA**

Dear Mr. Lee:

It has come to my attention that your company has experience in the area of single family homebuilding and/or rehabilitation. I am working for the City of South Pasadena to explore development alternatives regarding the property located at 2002 Berkshire Ave.

The City of South Pasadena has a first right of refusal from Caltrans (owner). The City has indicated its desire to see the home restored or demolished with a new home built in its place. I have included in this package a copy of the appraisal and structural analysis conducted by companies hired by the City of South Pasadena.

If you should have questions regarding the property please contact me at (909) 364-0575.

Sincerely,

Adam B. Eliason
Civic**Stone**

cc: Sean Joyce, City Manager
Anne McIntosh, Asst Manager
John Trauth, Housing Consultant
File

2002 Berkshire Ave
South Pasadena, CA

BACKGROUND

The property is currently owned by Caltrans and they have made an exclusive offer to the City of South Pasadena. Although the City does not wish to be financially involved in the project, the City wishes to help facilitate the removal of blight and the improvement to the neighborhood. The City would be a conduit in the transfer of property only.

APPRAISAL/OFFER

The enclosed appraisal conducted by a company hired by the City of South Pasadena in December 1998 has determined fair market value for the property to be at \$224,000. The cost of demolition was placed at \$10,000 making the net value of the vacant land worth \$214,000.

Caltrans has conducted their own appraisal in December 1997 (one year older).

The Caltrans appraisal and offer to the City of South Pasadena is \$128,000.

The Caltrans appraisal was reviewed by the appraisal company hired by the City of South Pasadena and that document is included in this package for your review.

PROJECT PLAN

Your offer to the City of South Pasadena should include your company's experience or resume in single family home building and/or rehabilitation, a project pro-forma for 2002 Berkshire including your costs, fees, sales price and profit. The City does not restrict your amount of profit but expects the market and architectural review process at the City to keep all offers "on an even playing field." Your offer should include a narrative about the house you plan to place on the subject property.

The City hopes to receive competitive offers over the Caltrans amount from companies with ample experience in construction. Any amount over the Caltrans offer will reimburse the City for costs associated with the project. The City reserves the right to reject any and all offers.

All offer packages should be sent to:

Mr. Adam Eliason
CivicStone
PMB #A-344
2575 Chino Hills Parkway
Chino Hills, CA 91709



file

December 16, 1998

Mayor Emory and City Council
CITY OF SOUTH PASADENA
1414 Mission Street
South Pasadena, CA 91030-3298

RE: 2002 BERKSHIRE AVE.

Dear Mayor and members of the City Council:

On September 16, 1998, you requested several action items be performed for the property located at 2002 Berkshire Ave.

1. Conduct a new appraisal and review the existing Caltrans appraisal
2. Complete a Structural Report to outline the condition of the existing home
3. Prepare a Soils Report
4. Perform a Hazardous Materials Survey
5. Request and analyze bids for Demolition of the existing home
6. Request and analyze bids for Hazardous Materials Removal
7. Coordinate a review of the above information by the various contractor/development companies already approved to perform rehabilitation on existing Caltrans' properties within the City.

I am pleased to report that the above action items have been completed. Below is a summary of the various findings.

APPRAISAL

Caltrans has offered to sell the property to the City of South Pasadena for a purchase price of \$135,000 less \$7,000 for demolition; making the net offer \$128,000. The purchase price does not include the vacant parcel to the south of the 2002 property (2006 Berkshire).¹

¹ Some individuals have requested the status of the adjoining parcel. Caltrans indicated that 2006 Berkshire is not available for sale at the current time. When the City requested the subject property, 2002 Berkshire, be released for sale, Caltrans conducted an internal review and approved the property for sale. In order for the property at 2006 Berkshire to be released for sale, it would take a similar action.

The appraisal performed for the City of South Pasadena found the fair market value of the subject property to be \$214,000; a full \$79,000 above the Caltrans' appraisal.

It is interesting that two of the three contractor/development companies that reviewed the property for renovation and new construction, both found the Caltrans' Appraisal and New Appraisal to be too high. Both contractor/development companies value the subject property between \$60,000 and \$80,000.

STRUCTURAL/SOILS REPORT

The Structural/Soils Report found that:

"Both the site and the construction possess conditions and defects of a magnitude that would render the house unacceptable for continued use in its present condition and would prohibit an economically feasible repair to a satisfactory condition."

All three contractor/development companies that reviewed the subject property agreed with the Structural/Soils Report.

HAZARDOUS MATERIALS

A Hazardous Materials Survey reviewed samples taken from the subject property and found the presence of hazardous materials.

Bids were then requested from qualified companies to remove the materials. The cost to remove these hazardous materials is \$5,585.

The Caltrans' appraisal indicates that "if there is a presence of hazardous materials, it may affect the value of the property." Therefore, I believe there could be a reduction in the Caltrans' purchase price by \$5,585.

DEMOLITION

Bids were requested from qualified companies capable of demolition. The cost to demolish 2002 Berkshire is \$6,100. The Caltrans appraisal reduces the purchase price by \$7,000 for the cost of demolition.



CivicStone 2575 Chino Hills Parkway #A-344 Chino Hills CA 91709
Office 909-364-0575 * Fax 909-628-6052 * www.civicstone.com

SUMMARY

The subject property is not listed by the State as historically significant. The structural report indicates non-repairable damage to critical items in the home such as the foundation and structural wood members of the home. If these items were capable of supporting the existing structure, I believe the property could have been renovated at a price close to the Caltrans' offer; however this does not appear to be the case.

The contractor/development companies that reviewed the property believe the Caltrans' appraisal is too high. I believe the existing companies are very good at renovation, but do not specialize in "standard custom" new construction. The replacement house built on the subject property may fall into a category that is outside the boundaries of their expertise and therefore would affect their bids to purchase the property and realize an economic benefit.

I recommend an additional 30 day review period so that 2-4 custom home builders may review the project and submit bids for replacing the structure with a high quality new single family home.

If you should have any questions please call me at (909) 364-0575.

Sincerely,



Adam B. Eliason

CivicStone

cc: Sean Joyce, City Manager
Anne McIntosh, Asst. City Manager
John Trauth, Housing Consultant
File



CivicStone 2575 Chino Hills Parkway #A-344 Chino Hills CA 91709
Office 909-364-0575 * Fax 909-628-6052 * www.civicstone.com



CITY OF SOUTH PASADENA

1414 Mission Street • South Pasadena • California 91030

Tel: (818) 403-7200 • Fax: (818) 403-7211

SEAN JOYCE
CITY MANAGER

October 27, 1999

South Pasadena Preservation Foundation
c/o Mrs. Clarice Knapp
417 El Centro Street
South Pasadena, California 91030

Dear Mrs. Knapp:

On behalf of the City Council, I would like to invite you and the other members of the Preservation Foundation to attend a meeting of the South Pasadena Cultural Heritage Commission on Monday, November 18 at 6:30 p.m. regarding the property at 2002 Berkshire Avenue. The meeting will be held in the Council Chambers located at 1424 Mission Street.

The Cultural Heritage Commission will review proposals that have been submitted per the request of the City Council. Each of the bidders who have submitted a proposal will be allowed to make a fifteen minute presentation to the Commission on how they propose to rehabilitate the structure. Members of the audience will also be given time to comment on proposals and presentations.

Among the factors the Commission is interested in are: a schedule and time line for completion, amount of purchase price to be offered to the City, documentation or letter of intent for financing of the project, and a statement of qualifications. Based on the documents submitted and presentations, the Cultural Heritage Commission may recommend one proposal to the City Council for further consideration.

I would also like to request that the Preservation Foundation to determine if there are potentially any houses that could be relocated or moved onto the site. If there are houses that could be relocated or moved to the site, please let the current owners know the date and time of the meeting.

Thank you in advance for your assistance regarding this property. If I can be of any assistance to you, please call me at (626) 403-7210.

Sincerely,

Sean Joyce
City Manager



Printed on Recycled Paper



SEAN JOYCE
CITY MANAGER

CITY OF SOUTH PASADENA

1414 Mission Street • South Pasadena • California 91030
Tel: (818) 403-7200 • Fax: (818) 403-7211

October 28, 1999

Mr. and Mrs. Jesus Amaya
[REDACTED]

RE: 2002 Berkshire Avenue

Dear Mr. and Mrs. Amaya:

Thank you very much for your interest in restoring the property at 2002 Berkshire Avenue. Yours is one of the proposals to rehabilitate the home that has been received by the City Council to date.

The City Council has referred the proposals to the Cultural Heritage Commission (CHC) for its review and recommendation. To that end, the CHC invites you to present your proposal at their meeting on November 18, 1999, to be held in the South Pasadena Council Chambers. It will begin at 6:30 p.m. and will be a publicly noticed meeting to which the immediate neighbors, the community, and the South Pasadena Preservation Foundation are invited.

At the meeting, you will have 15 minutes to present your proposal to the Commission. Following your presentation, there will be a question and answer period to afford the Commission and the audience an opportunity to ask questions and to comment on your proposal.

In preparation for the November 18 public meeting, please submit to the Community Development Department, on or before November 12, all the information necessary to evaluate your proposal, including:

- A written statement as to how your proposal will result in the preservation and restoration of the property. Plans and designs are optional.
- A schedule and time line for completion.
- Amount of purchase price to be offered to the City and expected cost of renovation.
- Letter of intent or other documentation from a lender indicating ability to secure financing.



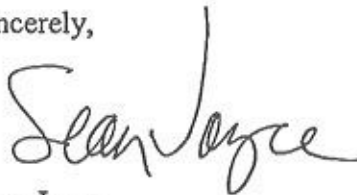
- Statement of your qualifications and those of the contractor(s) you may employ to complete the project.

Please also address any other factors that you believe will be of interest to residents of the neighborhood as the City Council and City staff are keenly interested in the preferences and concerns of those who live in the area of the historic home.

Please submit this and any other supporting information to Sandra Massa-Lavitt in our Department of Community Development on the first floor of City Hall by 3:00 p.m. on November 12, 1999.

Again, thank you for your interest in improving this historic home and beautifying a charming and proud residential neighborhood.

Sincerely,

A handwritten signature in cursive script that reads "Sean Joyce". The signature is written in dark ink and is positioned below the word "Sincerely,".

Sean Joyce
City Manager

C: City Council
Cultural Heritage Commission
Sandra Massa-Lavitt, Community Development Department



SEAN JOYCE
CITY MANAGER

CITY OF SOUTH PASADENA

1414 Mission Street • South Pasadena • California 91030
Tel: (818) 403-7200 • Fax: (818) 403-7211

October 28, 1999

Ms. Virginia Paca
DESIGN ON CALL
P.O. Box 806
South Pasadena, California 91031

RE: 2002 Berkshire Avenue

Dear Ms. Paca:

Thank you very much for your interest in restoring the property at 2002 Berkshire Avenue. Yours is one of the proposals to rehabilitate the home that has been received by the City Council to date.

The City Council has referred the proposals to the Cultural Heritage Commission (CHC) for its review and recommendation. To that end, the CHC invites you to present your proposal at their meeting on November 18, 1999, to be held in the South Pasadena Council Chambers. It will begin at 6:30 p.m. and will be a publicly noticed meeting to which the immediate neighbors, the community, and the South Pasadena Preservation Foundation are invited.

At the meeting, you will have 15 minutes to present your proposal to the Commission. Following your presentation, there will be a question and answer period to afford the Commission and the audience an opportunity to ask questions and to comment on your proposal.

In preparation for the November 18 public meeting, please submit to the Community Development Department, on or before November 12, all the information necessary to evaluate your proposal, including:

- A written statement as to how your proposal will result in the preservation and restoration of the property. Plans and designs are optional.
- A schedule and time line for completion.
- Amount of purchase price to be offered to the City and expected cost of renovation.
- Letter of intent or other documentation from a lender indicating ability to secure financing.



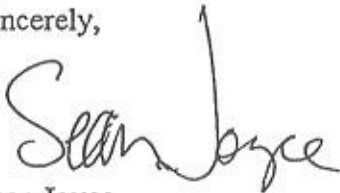
- Statement of your qualifications and those of the contractor(s) you may employ to complete the project.

Please also address any other factors that you believe will be of interest to residents of the neighborhood as the City Council and City staff are keenly interested in the preferences and concerns of those who live in the area of the historic home.

Please submit this and any other supporting information to Sandra Massa-Lavitt in our Department of Community Development on the first floor of City Hall by 3:00 p.m. on November 12, 1999.

Again, thank you for your interest in improving this historic home and beautifying a charming and proud residential neighborhood.

Sincerely,

A handwritten signature in cursive script that reads "Sean Joyce". The signature is written in black ink and is positioned above the typed name and title.

Sean Joyce
City Manager

C: City Council
Cultural Heritage Commission
Sandra Massa-Lavitt, Community Development Department



April 6, 1999

Ms. Anne B. McIntosh
CITY OF SOUTH PASADENA
1414 Mission Street
South Pasadena, CA 91030-3298

RE: 2002 BERKSHIRE

Dear Ms. McIntosh:

The City of South Pasadena has an implied first right of refusal from Caltrans on their property located at 2002 Berkshire Ave. Two months ago a request was made from a local general contractor named Bob Ferreira. He wanted to purchase the property located at 2002 Berkshire Ave, rehabilitate the dilapidated home, and make it his primary residence. He indicated his experience in the local area and specifically in this kind of distressed property.


Despite the fact that several qualified contractors, and various other evaluative studies had been performed on the property and determined the property was not economically feasible for renovation, Mr. Ferreira's proposal was worth exploring for the following three reasons:

1. Mr. Ferreira would perform much of the work himself.
2. Sub contractors working on the project would give him a discounted rate because of a long standing relationship and the home would become his primary residence.
3. There would be no profit needed because the home would be occupied by Mr. Ferreira and not sold.

It was clear from the beginning that Mr. Ferreira's main hurdle would be obtaining financing to purchase the property in its present condition as well as the financing to renovate the property (construction improvements are estimated by Mr. Ferreira at \$150,000).

Mr. Ferreira indicated he had no existing source of financing or any relationship with a financing institution that would easily provide a loan. Mr. Ferreira's main experience in construction was as a general contractor for hire, which required the owner of the property to obtain all the necessary financing.

City of South Pasadena INTEROFFICE MEMORANDUM

Date: August 2, 1999
To: Sean Joyce, City Manager
From: Anne McIntosh, Assistant City Manager 
Subject: 2002 Berkshire House

I spoke with Adam Eliason today as to the status of this project. He indicated that he has mailed information to ten interested parties most of whom learned of this opportunity through the multiple listings. Half of the ten are realtors representing interested buyers and the other half are buyers themselves. Two of the ten mentioned that they would like to demolish this house and move houses from Pasadena onto the site.

To date, no one has completed the application materials. Several of the buyers were encouraged to hear that demolition was a possibility. If this is no longer the case, you should let Adam know.



September 15, 1999

Mr. Dan Murdock
CALTRANS
120 S. Spring Street
Los Angeles, CA 90012

RE: 2002 BERKSHIRE, SOUTH PASADENA

Dear Mr. Murdock:

For almost a year the City of South Pasadena has researched and performed several studies regarding the property located at 2002 Berkshire Ave.

We now have one firm offer and several other offers of interest. As I mentioned to you on the phone, our firm offer is to move a historic Craftsman home from Pasadena to the site at 2002 Berkshire Ave. This obviously would require the demolition of the existing structure. Other interested parties have plans to restore the property to its original state, however, they have not yet presented a firm offer.

I have enclosed a copy of the Hazardous Materials Survey and a copy of a bid to remove hazardous materials.

Caltrans' original appraisal had a net purchase price of \$128,000. Our firm offer is based on that purchase price less the costs of hazardous material removal (\$5,585). The original Caltrans appraisal acknowledged the omission of the costs for hazardous materials removal and indicated that if hazardous materials were found, the removal would reduce the appraisal value. This would make the firm offer to Caltrans \$122,415.

The firm offer we have also has timing constraints. We have been told by the owner of the property in Pasadena that to make this offer work, the Berkshire property will need to close within approximately 60 days (November 15, 1999). The owner of the Pasadena property estimates this date for the beginning of his new construction project.

Please inform me of the re-appraisal status and the possibility of closing on time.

Sincerely,

Adam B. Eliason
CivicStone

encl.

cc: Sean Joyce, City Manager

File CivicStone PMB 3233 Grand Avenue #N-076 Chino Hills CA 91709

Copy to City Council



CITY MANAGER

OCT 12 1999

September 29, 1999

Mr. Sean Joyce
CITY OF SOUTH PASADENA
1414 Mission Street
South Pasadena, CA 91030-3298

RE: 2002 BERKSHIRE AVE.
MULTIPLE LISTING

Dear Mr. Joyce:

The purpose in placing the property at 2002 Berkshire Ave. in the Multiple Listing Service was to pursue a different alternative to renovating the existing structure.

When the Multiple Listing Service was placed, the City had already received a structural engineering report as well as property analysis reports from companies experienced in renovation; including the Pasadena Heritage Group. All of the information we received indicated that it was not economical to rehabilitate the existing structure.

We had also requested from the cities of Pasadena and South Pasadena the names of construction companies active in the local area. Although several letters were sent to these companies, none responded with an interest to purchase the property for rehabilitation or new construction.

The property was then placed in the Multiple Listing Service in the Vacant property category. If the rehabilitation of the property ever didn't work, we sensed that this alternative might provide something for the neighborhood. This would target a different group of potential buyers interested in new construction. In fact, the community meeting on September 2, 1999 confirmed that the neighbors want to see improvement to the property, whatever the method. Since the property was not technically vacant, I felt a need to disclose on the Multiple Listing that the existing structure would need to be demolished.

The listing was indeed placed in several large regional areas including Los

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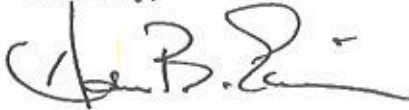
City of South Pasadena
2002 Berkshire Ave.
September 29, 1999
Page 2

Angeles, San Gabriel, Inland Empire, and a portion of Orange County by Southern California Homes. They have no financial interest in this transaction and indeed did this listing for free. Several responses were received and a total of 20 inquired on the Multiple Listing Service, including the person considering to move a craftsman home from Pasadena to 2002 Berkshire.

Since the listing date, Caltrans has informed us they need to re-appraise the property. Because this may affect the purchase price of the property we have withdrawn the property from the Multiple Listing.

Hopefully this will clear up any misconception regarding the listing of the property.

Sincerely,



Adam B. Eliason
CivicStone



CivicStone PMB 3233 Grand Avenue #N-076 Chino Hills CA 91709
Office 909-364-0575 * Fax 909-628-6052 * www.civicstone.com



09/29/1999 16:06 5258529021

VIZCARRA CONSTRUCTIO

PAGE 02

REVERSE PROSPECT MATCH

ML Number: C908560

Office Code	Prospect Id	First Name	Last Name	PID	Phone Number
005	LAND	ENRIQUE	LIZARAZU		
009	LD	CAROL	CHUA-VIGUE		
009	KERLER-L	RAY	HAYES		
011	PATTENLD	TRACY	KING		
011	MONTEZ	FAIRBANKS*	FAIRBANKS		
017	MELTAY	SANDRA	MYKLEBUST		
045	6B	SCOTT LEE	BACHMANN		
045	BOB	LONNIE	ANDRE		
045	LAND	LONNIE	ANDRE		
100	BEBE	DENO	KIDDE		
022	STIFEL1	SCOTT	BROWN		
008	LAND	ROBERT	DOEPPPEL		
007	LAND	NORMAN	HALEY		
002	ROGERLD	SUE	VOGEL		
017	LAND	PAMELA	DELREY		
013	LORS M	ANNE	KEE		
096	LAND	GINNY	MOORE		
057	0014	KAMAL	KHOUZAM		
018	AT&T#3	EDWIN R DI	CLUBB		
EDZ	LAND	RALPH P.	CASTANEDA		

Number of prospects matched: 20

City of South Pasadena Official Report

Paul Zee, Mayor
Wally Emory, Mayor Pro Tem
Dorothy Cohen, Councilmember
Harry Knapp, Councilmember
David Saeta, Councilmember

Jeannine Gregory, City Clerk
Victor Robinette, City Treasurer

COUNCIL AGENDA: October 15, 1997
TO: City Council
FROM: Sean Joyce, City Manager *SS*
SUBJECT: **Caltrans Surplus Property Status Report**

Background

The City has entered into litigation with the principal parties selling and purchasing surplus Caltrans homes located in South Pasadena. As reported previously, no discussions between the parties have been scheduled or are anticipated and there are no new developments to report at the time of this writing. There is nothing to report on our litigation.

With respect to the City's efforts to ascertain CalTrans' property tax liability upon the completed sale of those properties intended for sale to Pasadena Neighborhood Housing Services/Esperanza Charities, the attached October 6, 1997 correspondence was sent to the County Assessor's Office by the City Attorney's office. You may recall that State statute requires the back payment of past tax liabilities upon sale of the surplus properties, in this case some 30 years of back taxes. I will share the data upon receipt.

Additionally, the City Council and specifically, Council member Cohen, request staff to prepare an estimated time line of events as they relate to the recent "trailer bill" temporarily blocking the sale of several CalTrans properties. Per that request, the Marco Firebaugh of the City Attorney's firm has done some research and prepared the attached memo sharing his findings.

Mr. Ron Kosinski of CalTrans has also contacted staff (see attached correspondence dated October 3) to request information about our housing element and other housing data. Staff and the City's Housing Consultant, KMG, will provide the requested information.

Recommendation

It is recommended that the City Council receive staff's informational status report.

CITY MANAGE

OCT - 7 1997

BELTRAN LEAL & MEDINA

ATTORNEYS AT LAW

221 NORTH FIGUEROA STREET

SUITE 1000

LOS ANGELES, CALIFORNIA 90012

AREA CODE 213
TELEPHONE 580-7900
FAX 580-0055

J. ARNOLDO BELTRAN
H. FRANCISCO LEAL
AGUSTIN MEDINA, JR.
JESSE M. JAUREGUI
DAVID J. OLIVAS
DONALD P. JOHNSON
ARTURO N. FIERRO
YVETTE M. ABICH
STEPHEN M. FISCHER
MARIO A. PICHARDO

OF COUNSEL
RENEE L. CAMPBELL

October 6, 1997

Robert Wolfson, Esq.
Legal Department
Los Angeles County Assessor's Office
500 West Temple Street, Room 209A
Los Angeles, California 90012

Re: Caltrans Sale of Properties in South Pasadena

Dear Mr. Wolfson:

We appreciate your taking the time to discuss this matter with us during our recent telephone conversation.

As we discussed during our telephone conversation, we represent the City of South Pasadena in an action entitled City of South Pasadena v. State of California, Department of Transportation, Los Angeles Superior Court Case No. BC176140 (the "Lawsuit"), in which we challenge Caltrans' intended sale of nineteen (19) improved properties in the City of South Pasadena ("the Properties"). The real parties in interest in the Lawsuit are the intended purchasers of the Properties, Pasadena Neighborhood Housing Services and Esperanza Charities. We have filed causes of action under (1) the California Environment Quality Act ("CEQA") relating to Caltrans' failure to conduct any environmental impact study relating to the intended sale, and (2) and California Streets and Highways Code section 118.5 relating to Caltrans' failure to make the requisite property tax payments.

We have filed Notices of Lis Pendens against each of the Properties, until the Lawsuit is resolved. We have conducted substantial investigation relating to the filing of the Lawsuit and the recording of the Notices of Lis Pendens, which we hope will assist your office in computing the amount of the unpaid property taxes owed by Caltrans pursuant to the provisions of Streets and Highways Code section 118.5.

The Properties have been offered for sale by Caltrans in two (2) batches or groups of Properties. The first batch of Properties to be sold involves ten (10) single-family properties in the City, which are being sold in bulk. An additional property is included in this sale, but that property is located in the City of Pasadena, so it is not directly involved

Robert Wolfson, Esq.
October 6, 1997
Page 2

in our lawsuit. Below we set forth the addresses and APN's of the ten (10) Properties located in South Pasadena, to the extent that we have been able to ascertain the addresses and APN's with the help of Messrs. Robert Rincon and Walter Jackson of your office. We enclose copies of the documents on which we base the identification of the properties for your review.

	<u>Address</u>	<u>APN</u>	<u>Year</u>
1.	1804 Gillette Crescent	5310-029-016	1973
2.	1108 Foothill St.	5317-010-021	1975
3.	1106 Pine St.	5319-033-007	1973
4.	1014 Magnolia St.	5315-012-015	1969
5.	1021 Grevelia St.	5315-012-003	1972
6.	1025 Grevelia St.	5315-012-004	1974
7.	1033 Buena Vista St.	5317-009-010	1965
8.	1134 Buena Vista St.	5317-013-003	1971
9.	1014 Buena Vista St.	5317-008-018	1975
10.	221 Fremont Ave.	5317-012-019	1970

The second batch of Properties Caltrans intends to sell which also is the subject of our lawsuit involves the Properties described below. We also enclose copies of the grant deeds to Caltrans for your review. We have not yet determined the APN's of the second set of properties, and would appreciate your assistance in that regard.

Single-Family Properties

1.	302 Fairview Ave.	1966
2.	316 Fairview Ave.	1967
3.	217 Fremont Ave.	1973
4.	225 Fremont Ave.	1973
5.	1010 Hope St.	1970

Robert Wolfson, Esq.
October 6, 1997
Page 3

Multiple-Family Properties

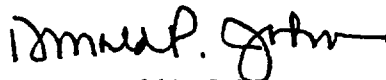
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|----|-------------------------------------|------|
| 1. | 726 Meridian/1002-1008 Hope St. | 1973 |
| 2. | 705-711 Fairview/1041-1043 Magnolia | 1974 |
| 3. | 626 Prospect Ave. | 1975 |
| 4. | 1037-1039 Grevelia St. | 1973 |

We look forward to working with your office in determining the amount of the unpaid property taxes owed by Caltrans with regard to the above Properties, pursuant to the provisions of Streets and Highways Code section 118.5. Further, we hope that our offices can work together to establish the legal principal that Caltrans owes property taxes before it can sell properties. That legal principal should make a large recovery available to the County relating to prior transfers where the requisite tax payments were not made by Caltrans.

Thank you for your assistance in this matter. Please feel free to call us if you have any questions.

Very truly yours,

BELTRAN LEAL & MEDINA



Donald P. Johnson

cc: Mr. Sean Joyce (w/o encls.)
H. Francisco Leal (w/o encls.)

**OFFICE OF THE CITY ATTORNEY
CITY OF SOUTH PASADENA**

TO: SEAN JOYCE, CITY MANAGER
FROM: MARCO A. FIREBAUGH *M7*
DATE: OCTOBER 7, 1997
RE: **LEGISLATIVE MATTERS AFFECTING CALTRANS-OWNED
PROPERTIES IN THE CITY OF SOUTH PASADENA**
CC: H. FRANCISCO LEAL, CITY ATTORNEY

The following is prepared pursuant to your request and is intended to keep the City Council and the community apprised of legislative efforts affecting the disposition of properties owned by the California Department of Transportation ("CalTrans") in the City of South Pasadena.

This memorandum shall serve as an update regarding the CalTrans report required pursuant to Assembly Bill 1586 as well as a status report on Senate Bill 1124.

Report by CalTrans Pursuant to AB 1586

Assembly Bill 1586 was one of several budget trailer bills enacted to implement various elements of the 1997 Budget Bill. With the exception of a provision affecting the Agricultural Labor Relations Board, the measure was signed into law by Gov. Pete Wilson on August 18, 1997. As an urgency bill, the measure took effect immediately.

Assembly Bill 1586 requires that CalTrans report to the Legislature no later than December 1, 1997 on the planned disposition of surplus property in the City of South Pasadena. The report requires consideration of the impact the sale of surplus property will have on the availability of housing stock in the city, the potential impact the sale of properties will have on the local community, and the steps being taken by CalTrans to maintain the character and integrity of the surrounding neighborhoods and community.

The measure does not affect the disposition of properties in escrow as of August 18, 1997, and the bill is silent regarding its effect on properties that had been approved for sale by the same date.

This office has been in contact with Assembly Member Jack Scott and his staff regarding the report required by CalTrans. Assembly Member Scott has requested a meeting with CalTrans staff to discuss the content of the report. Assembly Member Scott has agreed to apprise this office of the meeting date and to allow a representative of the City of South Pasadena to attend. The meeting is expected to take place during the second half of October.

Senate Bill 1124 Amending the "Roberti Bill"

Senate Bill 1124 by state Sen. Adam Schiff amends Government Code Section 54236. Section 54236 is the so-called "Roberti Bill." This section requires state agencies to follow a specified scheme when disposing of surplus properties.

In SB 1124, Sen. Schiff has sought to exempt the cities of Pasadena and South Pasadena from the disposition requirements of Section 54236. The measure failed passage in the Senate Housing and Land Use Committee in April 1997. In July 1997, the measure was amended and re-referred to the Senate Housing and Land Use Committee. It again failed passage and is now a two-year bill. A similar measure was defeated during the 1996 legislative session. That measure, Assembly Bill 2836 by former Assembly Member Bill Hoge, sought to change the priority scheme of the Roberti Bill.

This office has been in contact with Sen. Schiff and his staff regarding SB 1124. Senator Schiff has advised this office that he will seek passage of his measure in 1998. Because SB 1124 is a two-year bill, the measure must secure passage from the house of origin (the state Senate) by the end of January. Therefore, compromise language must be completed and ready for adoption no later than the end of December 1997.

Senator Schiff has agreed to work with this office and the City of South Pasadena to develop amendments to SB 1124. A meeting with Sen. Schiff's staff is tentatively scheduled for the last week of October to discuss possible ways of amending SB 1124. The goal is to develop compromise language that both addresses the legitimate concerns of the City of South Pasadena and strengthens the measure's likelihood of passage.

Both Assembly Member Scott and Sen. Schiff are presently focused on securing the signing of their other respective measures passed by the Legislature during 1997. The Governor has until October 12, 1997 to sign, veto, or permit legislation to become law without his signature.

I will keep you apprised of any developments. In addition, as soon as meeting dates become finalized, I will forward those dates to you. Should you have any questions or comments, please do not hesitate to contact me.

DEPARTMENT OF TRANSPORTATION

DISTRICT 7, 120 SO. SPRING ST.
LOS ANGELES, CA 90012-3606
TDD (213) 897-6610



Sean Joyce
City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

October 3, 1997

CITY MANAGER

OCT - 6 1997

Dear Mr. Joyce:

As you know, pursuant to the recently added Section 544238.7 of the State Government Code, Caltrans is charged with the responsibility of providing the State Legislature with a report on the possible impacts of the sale of State property in your City. Since representatives of your City were involved in the creation of this new requirement, I am writing to ask for your assistance in the data collection element of this report. I understand that you are directing a consultant (TMG) in the preparation of a similar report.

Please provide us with the following information at your earliest convenience:

1. We understand from the State Office of Housing and Community Development that a Draft of the City's Housing Element was submitted to them for review in 1991. They provided the City with comments but I understand that a final version of the Housing Element has not yet been approved. Please provide us with a status of this approval and a copy of the current, in effect, Housing Element.
2. What efforts has the City undertaken during the past 13 years to comply with the SCAG allocation of fair share affordable housing? If there is an existing City report of this topic, please forward it to us; otherwise, a summary of compliance actions would be acceptable.
3. Do you have any data showing vacancy rates for affordable rental housing in the City? Current data as well as historical information would be preferred.

4. Is it possible for you to share any of the other housing data that your consultant has collected? In my perspective, it is in our mutual best interest to be working from the same starting point, although our ultimate focus may be different.

Our Department believes that we and the City have a common goal, which is to minimize any community impacts that might occur as a result of the sale of Caltrans excess properties. Your assistance in providing the information requested will maximize our potential for effectively meeting this goal as well as our legislative requirements.

If you have any questions on this request, please do not hesitate to call me at (213) 897-0703. Thank you in advance for your knowledgeable assistance.

Sincerely,


Ronald Kosinski
Chief OEP

cc: Tony Harris, District Director
Raja Mitwasi, Deputy District Director
Carol Devorkin, R/W Property Services

DEPARTMENT OF TRANSPORTATION

DIVISION OF RIGHT OF WAY

1120 N STREET

SACRAMENTO, CA

PHONE (916) 654-4790

FAX (916) 654-6378

TTY 711

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*Serious drought.
Help save water!*

February 26, 2015

To Whom It May Concern:

The mission of the California Department of Transportation (Caltrans) is to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. To better focus on that core mission, we remain committed to the sale of state properties that are no longer necessary for transportation projects, and doing so in a manner consistent with state law.

Caltrans originally proposed regulations related to Government Code Sections 54235 through 54238.7 known as the Roberti Act on May 30, 2014. After a thorough review of comments received from the public, as well as recommendations from the Department of Housing and Community Development and the California Housing Finance Agency, the May 30, 2014 proposed regulations will be withdrawn and resubmitted with significant changes that reflect the input received through the public process.

The response from the community was extensive, and Caltrans has spent much time considering and how best to address the concerns raised. In these new proposed regulations that are being published for public comment, provisions are included to help current tenants become homeowners, while still achieving the goal of keeping affordable housing options available in the community. Three pertinent changes that we want to bring to your attention are:

- Rather than a 30-year Director Deed restriction, a different mechanism is proposed in order to expand opportunities for affordable buyers to gain equity.
- Current tenants who are not eligible to be affordable buyers under this program now would have the opportunity to purchase from a housing-related organization where applicable, rather than potentially not having an option to purchase at all.
- Current tenants who choose not to purchase may have more opportunities to remain in their residences.

The Office of Administrative Law was notified of this decision to withdraw the original regulations and resubmit pursuant to Government Code Section 11347. Caltrans intends to adopt regulations per the Administrative Procedures Act (APA) for the Roberti Act. Attached please find a Notice of Proposed Rulemaking, which restarts the APA process.

Caltrans looks forward to continuing to work with the community through this process. If you have questions, please contact Jennifer Lowden, Assistant Chief, Division of Right of Way and Land Surveys at (916) 654-4790.

Sincerely,



Brent L. Green
Division Chief
Right of Way and Land Surveys

Attachment

“Frequently Asked Questions on SR 710 Home Sales”

<http://www.dot.ca.gov/dist07/business/710sales>

The response from the community was extensive, and Caltrans has spent much time considering and how best to address the concerns raised. In these new proposed regulations that are being published for public comment, provisions are included to help current tenants become homeowners, while still achieving the goal of keeping affordable housing options available in the community. Three pertinent changes that we want to bring to your attention are:

- Rather than a 30-year Director Deed restriction, a different mechanism is proposed in order to expand opportunities for affordable buyers to gain equity.
- Current tenants who are not eligible to be affordable buyers under this program now would have the opportunity to purchase from a housing-related organization where applicable, rather than potentially not having an option to purchase at all.
- Current tenants who choose not to purchase may have more opportunities to remain in their residences.

I. General Information

Q1. Does Caltrans have a website for information, notices, regulations, statutes and more information on homes for sale?	We have a website to provide much more information on the process and timelines at: [http://www.dot.ca.gov/dist07/business/710sales] .
Q2. Will the information be provided in other languages?	The information will be provided in English and Spanish on our website.

II. Regulation Process

Q1. Who will draft the sales regulations?	Caltrans Headquarters in Sacramento will draft the regulations with the assistance of our Legal Division. The Department of Housing and Community Development provided recommendations for standards and criteria for prices, terms, conditions and restrictions for residential properties offered at less than fair market value.
Q2. How will the public’s input be used in drafting the sales regulations?	Public participation is key to the regulatory process. Caltrans originally proposed regulations related to Government Code Sections 54235 through 54238.7 known as the Roberti Act on May 30, 2014. After a thorough review of comments received from the public, as well as recommendations from the Department of Housing and Community Development and the California Housing Finance Agency, the May 30, 2014 proposed regulations have been withdrawn and resubmitted with significant changes that reflect the input received through the public process.

	The next opportunity for public input will be when the proposed regulations are released on February 27, 2015. The proposed regulations will be made available for public comment, including a set of public hearings hosted by Caltrans in April 2015, for a period of at least 45 days.
Q3. How long will it take to draft and finalize the regulations?	<p>Caltrans published proposed regulations for public review and comment on February 27, 2015. The proposed regulations can be found at http://www.dot.ca.gov/regulations.htm.</p> <p>Public comments will be considered and incorporated, as applicable, into the final regulations and submitted for approval to the state Office of Administrative Law. Caltrans is targeting fall 2015 for the adoption of the final regulations.</p>

III. Property Sales

Q1. How many properties will Caltrans sell?	<p>Caltrans currently holds deeds to 460 properties related to the SR-710 project in the Pasadena, South Pasadena, and the El Sereno area of the City of Los Angeles. Of these properties, we will first sell the ones that will be declared excess [http://www.dot.ca.gov/dist07/business/710sales].</p>
Q2. Will an environmental document be needed for the home sales?	<p>Yes. The sale of any state owned property, including the 710 properties, require that the state comply with (1) the California Environmental Quality Act (CEQA), which is concerned with ensuring that there is no significant adverse change to the environment, and (2) Public Resources Code section 5024 [link to PCR section 5024], which is concerned with ensuring that there is no adverse effect to any historic properties.</p> <p>Caltrans will comply with CEQA while managing sales of properties as expeditiously as possible.</p>
Q3. What steps does Caltrans need to take for the properties to be designated as excess properties?	<p>Once the properties are identified as no longer necessary for the SR-710 project, they will be declared excess pursuant to Street and Highways Code section 118 [link to Sts. & Hy. Code section 118.].</p>
Q4. Is Caltrans committed to selling the properties as quickly as possible?	<p>Yes.</p> <p>The sale of properties is planned in three phases:</p>

	<p>Phase 1: Properties that are not within the scope of the remaining project alternatives.</p> <p>Phase 1A: Properties are single family residences that Caltrans has determined are non-historic and would not result in any community impact.</p> <p>Phase 1B: Properties are all other residential properties that are not within the scope of the remaining project alternatives.</p> <p>Phase 2: Properties that are within the scope of the remaining project alternatives but still can be sold.</p> <p>Phase 3: Properties declared excess after the completion of the approved preferred project alternative in the project environmental document.</p> <p>Caltrans identified Phase 1 properties in summer 2014. [http://www.dot.ca.gov/dist07/business/710sales].</p> <p>Selling the properties will require that Caltrans:</p> <ul style="list-style-type: none"> • Draft and adopt regulations in accordance with the Administrative Procedures Act. • Declare the properties as excess. • Comply with the California Environmental Quality Act (CEQA), which is concerned with ensuring that there is no significant adverse change to the environment. <p>For Phase 1A Properties: A negative declaration was completed in January 2015.</p> <p>For Phase 1B Properties: An environmental impact report is being prepared and is planned to be completed in 2015.</p> <p>For Phase 2 and Phase 3 Properties: An environmental impact report is being prepared and is planned to be completed in 2015.</p> <ul style="list-style-type: none"> • Comply with Public Resources Code section 5024 [link to PCR section 5024], which is concerned with ensuring that there is no adverse affect to any historic properties.
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<p>Q5. Who will be offered residential properties first?</p>	<p>Caltrans will offer the residential properties according to Government Code section 54237 [link to Govt. Code section 54237] and the final Affordable Sales Program regulations. The priorities are listed below:</p> <ol style="list-style-type: none"> 1. All single-family residences presently occupied by their former owners who are tenants in good standing shall be offered to those former owners at the appraised fair market value. 2. All single-family residences shall be offered at an affordable price (with resale restrictions) or fair market value (in “as is” condition) at each buyers’ option to the present occupants who are in good standing, who have occupied the property as their principal place of residence two years or more, and who are persons and families of low or moderate income if the present occupants have not had an ownership interest in real property in the last three years. 3. All single-family residences shall be offered at an affordable price (with resale restrictions) or fair market value (in “as is” condition) at each buyers’ option to the present occupants who are in good standing, who have occupied the property as their principal place of residence five years or more, and whose household income does not exceed 150 percent of the area median income if the present occupants have not had an ownership interest in real property in the last three years. 4. All other surplus residential properties (including multi-family residences) and all properties described in points 1, 2, or 3 above that are not purchased by the former owners or the present occupants shall then be offered at a reasonable price with resale restrictions in the following order of priority: <p style="margin-left: 40px;">If feasible to prospective housing-related private and public entities on condition that the purchasing entity rehabilitates and develops the surplus residential property as a limited equity cooperative housing cooperative or cooperatives in accordance with Civil Code section 817 [link to Civil Code section 817] with first right of occupancy to current tenants;</p>
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	<p style="text-align: center;"><u>or</u></p> <p>If not feasible, the surplus residential property shall first be offered to a housing-related public entity as designated by the legislative body of the city in which the surplus residential property is located (the “designated housing-related public entity”), with first right of occupancy to current tenants, and then to any housing-related private or public entity on condition the purchasing entity shall causes the surplus residential property to be used for low and moderate income rental or owner-occupied housing with first right of occupancy to the current tenants.</p> <p>The housing-related entities must, in the priorities listed below, offer to:</p> <p>4a. Sell the property concurrently to the current tenant in good standing at market value through <u>a double escrow sale</u> (see Q.7 below).</p> <p>4b. If the current tenant in good standing chooses not to purchase, then housing-related entities must offer to rent to the tenant.</p> <p>4c. If the tenant chooses not to rent, then the housing-related entity may rent to other prospective renters.</p> <p>An illustration of these priorities can be found at the following link: [link to Roberti Priority of Potential Buyers].</p> <p>Note: All properties sold at less than market value will have limitations on net appreciation.</p>
<p>Q6. How will the remaining residential properties be sold?</p>	<p>Caltrans will sell the remaining residential properties according to Government Code section 54237 [link to Govt. Code section 54237] and the proposed Affordable Sales Program regulations. The priorities are:</p> <p>5. To present tenants, in good standing, at appraised fair market value.</p> <p>6. To eligible former tenants, who were in good</p>



	<p>standing, at appraised fair market value.</p> <p>7. Single family residences not sold under points 1 through 6 above will be offered pursuant to Streets and Highways Code section 118.6 [link to Sts. & Hy. Code Section 118.6], with first preference given to the highest responsive bidder who will be owner occupants.</p> <p>An illustration of these priorities can be found at the following link: [link to Roberti Priority of Potential Buyers].</p>
Q7. What is a double escrow sale?	<p><u>Double escrow</u> sales involve two contracts of sale for the same property, to two different back-to-back buyers, at the same or two different prices, arranged to close on the same day. At close of escrow, all participants, lenders, sellers, buyers and brokers are informed of all parties involved and all monies that change hands.</p> <p>The housing related entity would purchase the property from the State and on the same day that escrow closes on that sale, the tenant would then purchase the property from the housing related entity.</p> <p>The escrow on the first sale (from the state to the housing related entity) will need to close before the escrow for the second sale (from the housing related entity to the tenant). Both escrows must close on the same day</p>
Q8. If I do not purchase the property from the housing related entity on the same day that escrow closes, will I be able to purchase that property from the housing related entity at a later date?	<p>The housing related entity can offer that property for sale at a later date, however the offer will not be made exclusively to the tenant.</p>
Q9. Why is there a double escrow sale?	<p>A double escrow sales allows a current tenant in good standing who does not qualify under points 1, 2 or 3 above to purchase the property they are living in.</p>
Q10. If the property is resold by a current or former tenant, how will net appreciation be limited?	<p>Limitations on net appreciation on property resold by a current or former tenant apply only to properties purchased at an affordable price and resold at market value.</p> <p>Note that, net appreciation means the difference between sales price upon resale and the sum of the</p>

following deductions: net equity (where net equity means the Department approved appraised fair market value of the surplus residential property at the time of transfer from the Department less the affordable price); the remaining principal loan balance on all purchase financing previously approved by the Department on the property; all closing costs paid by the affordable price buyer upon resale of the surplus residential property (i.e., escrow, title, broker's fee, real estate commissions); the affordable price buyer of surplus residential property's down payment, if any; and any costs of improvements approved by the Department.

The proportionate share of net appreciation that the owner receives is increased by 20% after each year of ownership. At the end of 5 years, the owner will receive 100% of net appreciation. This is shown below:

For property sold at fair market value **before** the first full year of occupancy:

Owner will receive 0% of the net appreciation.

For property sold at fair market value **after** the first full year of occupancy:

Owner will receive 20% of the net appreciation.

For property sold at fair market value after the second full year of occupancy:

Owner will receive 40% of the net appreciation.

For property sold at fair market value after the third full year of occupancy:

Owner will receive 60% of the net appreciation.

For property sold at fair market value after the fourth full year of occupancy:

Owner will receive 80% of the net appreciation.

For property sold at fair market value anytime after the fifth full year of occupancy:

Owner will receive 100% of the net appreciation.

Note: If after the first full year of occupancy the market value of the property is lower than the initial appraised value of the property, the value at the time of resale will be used as the initial appraised value.

<p>Q11. If the property is resold by a housing-related entity, how will resale proceeds be limited?</p>	<p>The public or private housing-related entity will receive (1) 50% of the net equity and (2) the proportionate share of the net appreciation as described below. These funds are to be used by the entities to preserve, upgrade and expand the supply of housing available to persons and families of low or moderate income. The remainder of the net equity and the net appreciation will go, subject to CalHFA approval, into the Affordable Housing Trust Account (AHTA) in the CalHFA. These funds will be used to meet the housing needs of persons and families of low and moderate income in the Pasadena, South Pasadena, Alhambra, La Canada Flintridge, and 90032 postal ZIP code, unless otherwise restricted to a particular city in accordance with state law.</p> <p>The proportionate share of net appreciation that the entity receives is increased by 20% after each year of ownership. At the end of 5 years, the entity will receive 100% of net appreciation. This is shown below:</p> <p>For property sold at fair market value before the first year full year of ownership: Entity will receive 0% of the net appreciation.</p> <p>For property sold at fair market value after the first full year of ownership: Entity will receive 20% of the net appreciation.</p> <p>For property sold at fair market value after the second full year of ownership: Entity will receive 40% of the net appreciation.</p> <p>For property sold at fair market value after the third full year of ownership: Entity will receive 60% of the net appreciation.</p> <p>For property sold at fair market value after the fourth full year of ownership: Entity will receive 80% of the net appreciation.</p> <p>For property sold at fair market value anytime after the fifth full year of ownership: Entity will receive 100% of the net appreciation.</p> <p>Note: If after the first full year of occupancy the market value of the property at resale is lower than the initial appraised value of the property, then the value at the time of resale will be used as the initial</p>
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	appraised value.
Q12. For properties purchased at an affordable price and resold at market value, where will the remainder of the net equity and appreciation go?	The remainder of the net equity and appreciation will go, subject to the approval of the CalHFA, into the Affordable Housing Trust Account in the CalHFA. These funds will be used to meet the housing needs of persons and families of low and moderate income in Pasadena, South Pasadena, Alhambra, La Canada Flintridge, and 90032 postal ZIP code, unless otherwise restricted to a particular city in accordance with state law.
Q13. For properties purchased at an affordable price by a current or former tenant in good standing, can the owner refinance a loan on the property?	<p>According to the proposed regulations, the owner may refinance a loan on the property with prior written approval by the Department.</p> <p>All net cash proceeds derived from the refinancing would be limited to an amount equal to the current appreciation, if any, over and above the net equity that the Department is entitled to (see Q9 above). All net cash proceeds would be divided, based upon the current proportionate share of net appreciation as discussed in Q9 above, between the owner and, subject to CalHFA approval, the Affordable Housing Trust Account in the CalHFA.</p> <p>Note that the refinanced loan would not be in a higher position than the use and resale restriction. It would be subordinate to the use and resale restriction.</p>
Q14. Why was the 30 year Director Deed restriction deleted from the proposed Affordable Sales Program regulations?	This restriction was removed due to public input, in particular concerns about the lack of opportunities for affordable buyers to gain equity.
Q15. I live in a Caltrans rental house. Am I a tenant or an occupant?	For the purposes of the sale of properties, pursuant to Government Code section 54237 [link to Govt. Code section 54237], an occupant is a tenant of record whose name appears on a signed Caltrans lease or rental agreement for the property and who lives in the property as their primary place of residence.
Q16. The statute (Government Code Section 54237) gives priority to tenants or former tenants “in good standing.” If I am a current or former tenant, how do I know if I’m in good standing?	Current tenants or occupants are considered “in good standing” if they are current in their rent obligations and in full compliance with the terms and conditions of their lease or rental agreement as of the date the tenant or occupant is required to respond to the Conditional Offer Prior to Sale and at time of close of escrow.

	Former tenants are considered “in good standing” if they were current in rent obligations and in full compliance with the terms and conditions of their lease or rental agreement at the time of vacancy, and their tenancy was not terminated for cause.
<p>Q17. When will the fair market value of the properties be available?</p> <p>For persons and families eligible to purchase at an affordable price, when will the affordable price of the property be determined?</p> <p>When will the reasonable price for the properties offered to housing related public and private entities be determined?</p>	<p>Appraisals of the properties will begin after the properties have been declared excess. Fair market value will be determined from the appraisals.</p> <p>The affordable price will be determined based on the income levels outlined in the proposed Affordable Sales Program regulations.</p> <p>The reasonable price will be determined based on the proposed Affordable Sales Program regulations.</p>
<p>Q18. How does the "as is" condition affect the price of the property?</p> <p>Will the "as is" condition reduce the affordable price?</p> <p>Can the “as is” price be less than the affordable price?</p>	<p>The existing "as is" condition of the property takes into account any repairs required to make the property safe and habitable. The cost of these repairs is reflected in the appraised fair market value for these property sales pursuant to Government Code section 54236(f) [link to Govt. Code section 54236].</p> <p>No, the “as is” condition will not reduce the affordable price. The affordable price, determined pursuant to California Code of Regulations Title 25 section 6924 et seq [link to CCR Title 25 section 6924 et seq], is based on household income. The affordable price will not be greater than the fair market value and is not related to, nor will it be reduced to reflect, the "as is" condition of the property.</p> <p>Yes, the “as is” price could be less than the affordable price if the appraised fair market value is less than the affordable price, which is based on household income as determined pursuant to California Code of Regulations Title 25 section 6924 et seq [link to CCR Title 25 section 6924 et seq].</p>
Q19. How will vacant lots (unimproved property) and commercial properties be sold?	Caltrans will offer commercial property and unimproved property that have a current tenant in good standing, that rents, leases, or otherwise legally occupies, at fair market value according to Government Code section 54237 [link to Govt. Code section 54237]. Commercial property and unimproved property not sold to current tenant will be offered pursuant to Streets and Highways Code section 118.6

	[link to Sts. & Hy. Code Section 118.6]; which allows properties to be offered by auction, sealed or continuous bid to the public, or by sale or exchange to public agencies.
Q20. What residences can be purchased by housing entities?	Housing entities will have priority to purchase the multi-family residential properties and single-family residential properties that were not sold to either the former owners, or to present occupants who qualified to purchase at affordable prices according to Government Code section 54237 [link to Govt. Code section 54237].
Q21. What is the use and resale restriction in the proposed regulations? Does the restriction in the proposed regulations apply to homes purchased at fair market value?	The proposed regulations include use and resale restrictions for homes purchased at less than fair market value. The property must be rented at affordable rental rates or sold at affordable prices to persons and families of low and moderate income. For limitations on net equity, see Q9. above. No, the use and resale restriction in the proposed regulations does not apply to homes purchased at fair market value.
Q22. Will monitoring for compliance of Director's Deed terms, conditions and restrictions be required for homes sold at less than fair market value?	Yes, properties sold at less than fair market value will have Director's Deed terms, conditions and restrictions. The state will be monitoring these properties to ensure that the owners maintain compliance with these Director's Deed terms, conditions and restrictions. These terms, conditions and restrictions are currently being developed based on Department of Housing and Community Development recommendations.

IV. Homebuyer Assistance and Financing

Q1. Will Caltrans offer any assistance to prospective buyers?	Caltrans is working with other agencies to assist prospective buyers in navigating the purchasing process, but Caltrans is not a residential lender and will not be providing financial assistance.
Q2. Will tenants who have low credit scores, or who filed bankruptcy, be able to purchase?	Prospective buyers should work with lenders to assess their creditworthiness and determine if they will be able to obtain financing for a purchase.

<p>Q3. How will my income level be determined?</p>	<p>Caltrans will use the Health and Safety Code 50093 [link to Health and Safety Code 50093] that defines the income limits for low and moderate income households. For the Affordable Sales Program, low and moderate households also includes households whose income does not exceed 150% of the median income per county.</p> <p>Area median income per county and specific income limits are found at: http://www.hcd.ca.gov/hpd/hrc/rep/state/inc2k14.pdf</p>
<p>Q4. Can an outside partner assist in purchasing a residential property at an affordable price?</p>	<p>Prospective buyers can use a co-mortgagor or co-signer to assist in qualifying for financing or purchasing a residential property.</p> <p>All mortgagors (including co-mortgagors) will be required to meet all of the CalHFA eligibility requirements and must qualify under the priority at which the property will be purchased.</p> <p>For more information, please see: www.calhfa.ca.gov/homeownership/bulletins/manual.pdf</p>
<p>Q5. How will Caltrans determine household income for affordable sales qualification purposes when household income fluctuates?</p>	<p>Caltrans will determine household income for residential property sales at the affordable price based on the current household income for the 12 months prior to the time of the offer to purchase.</p>
<p>Q6. Will Caltrans provide financing to current and former tenants who wish to purchase properties at an affordable price?</p>	<p>No. Due to the participation of CalHFA, Caltrans will not be offering financing.</p>
<p>Q7. Will current and former tenants who wish to purchase properties at an affordable price be able to obtain financing?</p>	<p>Yes. The proposed regulations provide that if a prospective buyer can meet certain yet to be developed but favorable underwriting criteria, then, subject to Board approval, CalHFA will purchase home loans from more than one lender.</p>

V. SR 710 Project

<p>Q1. When will the preferred alternative be selected?</p>	<p>This is dependent on when the Final Environmental Document is signed and approved. Metro and Caltrans announced in a May 2, 2014 press release that the Draft Environmental Document is planned for circulation in February 2015. It is not yet</p>
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	determined when the final alternative will be selected.
Q2. Who will select the final alternative?	Caltrans is the Lead Agency for the SR-710 Environmental Impact Report (EIR)/Environmental Impact Study (EIS). Caltrans has been assigned the National Environmental Policy Act authority by the Federal Highway Administration. The preferred alternative will depend on the Final Environmental Document and the review process conducted jointly by Metro and Caltrans. The District Director of Caltrans District 7 will make the final decision on the selection of the preferred alternative.

VI. Property Management and Tenant Assistance

Q1. Who at Caltrans will manage the Rehabilitation Fund created by SB416 to pay for repairs required by lenders and government housing assistance programs?	The state will manage the Rehabilitation Fund.
Q2. What happens if I don't purchase the home I'm renting? Do I have to move?	Caltrans will provide notice to the tenant that the property has been sold. The tenant will then need to contact the new homeowner in regards to moving or renting the property. If the property is purchased by a housing-related entity, the tenant has the first right of occupancy. Government Code section 54238.3 [link to Govt. Code section 54238.3] provides for limited relocation assistance benefits for current tenants who have been tenants for at least 90 days prior to when the property was declared surplus and who cannot afford to purchase the home and have to move because the home is sold to another party and move not later than 90 days after transfer from the Department to new owner.
If I decide to stay and the home is purchased by a housing-related entity, what will the rent be?	Rent will be based on the household income of the current tenant.

<p>Q3. What type of assistance will be given to tenants to move?</p>	<p>Caltrans will provide relocation advisory assistance and will provide up to \$5,250 as a replacement housing payment that can be used to supplement rent at a new residence or be applied as a down payment on the purchase of replacement housing and actual and reasonable moving expenses.</p>
<p>Q4. If my residence is sold, when will my lease be terminated?</p>	<p>All leases will be terminated upon sale of property.</p>
<p>Q5. What happens to the rental deposit if a tenant purchases a residential property?</p>	<p>The rental deposit, less any deductions determined at the termination of the rental agreement, will be returned to the tenant.</p>



Property Sales Information for the SR-710 Corridor

The California Department of Transportation (Caltrans) will be offering for sale a number of properties owned by Caltrans on the SR-710 Corridor.

This fact sheet is being provided to assist prospective buyers to better understand which type of properties they are eligible to purchase, when and how the offers of purchase can be made, and in what priority a prospective buyer can make an offer.

The sale of properties is planned in three phases:



Properties that are not within the scope of the remaining project alternatives.



Properties that are within the scope of the remaining project alternatives but can still be sold.

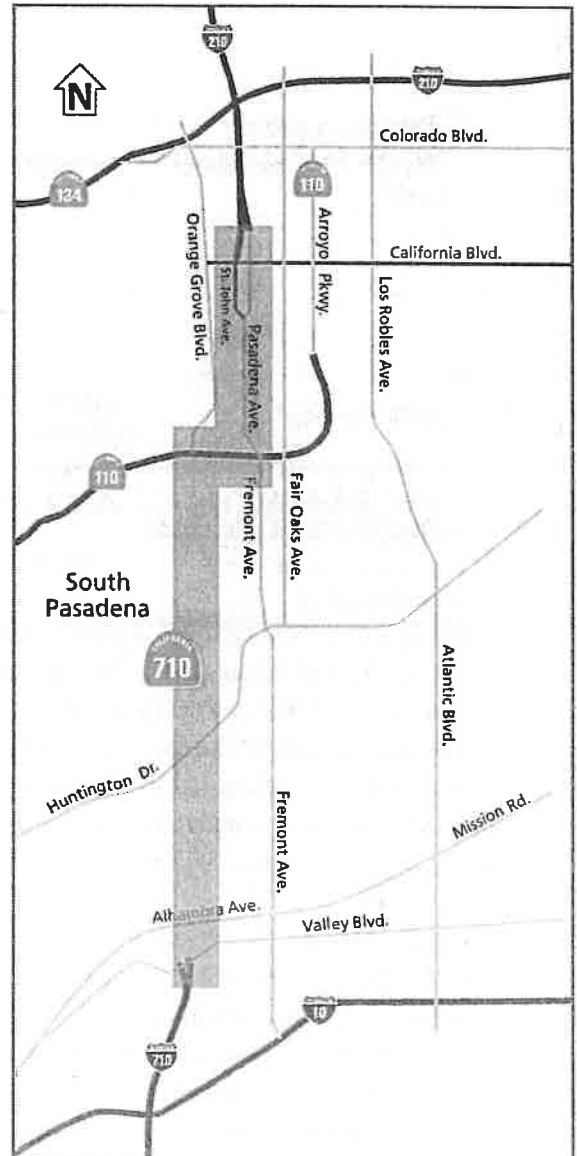


Properties declared excess after the completion of the approved preferred project alternative in the project environmental document.

Caltrans intends to offer Phase 1 properties for sale in 2015 - please see:

www.dot.ca.gov/dist07/business/710sales

for up to date information on properties offered for sale.



California Department of Transportation, District 7
Right of Way Office – (213) 897-8184
www.dot.ca.gov/dist07/business/710sales



Properties offered for sale, upon approval of regulations (2015), are those that are not within the scope of the remaining project alternatives indicated in the draft environmental report. Purchase of state designated historic properties in locally designated historic districts may have to meet additional requirements.

Priority (A)	Priority of Potential Buyers (A)	Offer Price (A)	Conditions for Sale	Restrictions on Resale at Fair Market Value
1	Current Tenant: ➤ Who is the Former Owner	Appraised Fair Market Value	Tenant is in good standing.	None.
2	Current Occupants: ➤ In residence for 2 or more years ➤ Of low or moderate income (B)	Affordable Price OR Appraised Fair Market Value (at tenant's request)	For property sold at an Affordable Price: ➤ Tenant is in good standing ➤ Caltrans will provide limited repairs	For property sold at an Affordable Price, restrictions apply. (C)
3	Current Occupants: ➤ In residence for 5 or more years ➤ At not more than 150% of area median income (B)	Affordable Price OR Appraised Fair Market Value (at tenant's request)	For property sold at an Affordable Price: ➤ Tenant is in good standing ➤ Caltrans will provide limited repairs	For property sold at an Affordable Price, restrictions apply. (C)
4	Public or private affordable housing-related entity	Reasonable Price	Purchaser must: 4a) First offer to sell concurrently to current tenant, 4b) If refused, second, offer to rent to current tenant, 4c) If refused, third, rent as housing for households with lower income, moderate income or gross income not exceeding 150% of area median income.	Restrictions apply. (D)
			OR Purchaser shall rehabilitate and develop property as limited equity cooperative housing, if feasible.	
5	Current tenant	Appraised Fair Market Value	Tenant is in good standing.	None.
6	Former tenants in reverse order of tenancy	Appraised Fair Market Value	Tenant was in good standing.	None.
7	Potential Owner Occupant or purchaser who will develop property.	Auction	Property sold at a resulting auction price.	None.

- A) As provided in the Roberti Bill and amended by Senate Bill 416. Priorities 1 through 3 apply to single-family residences. Priorities 4 through 7 apply to all other surplus residential properties (including multi-family residences) and all properties in priorities 1, 2, or 3 that are not purchased by the former owners or the present occupants
- B) Present occupants must not have had an ownership interest in real property in the last three years.
- C) If the property is purchased at an affordable price, the buyer can resell the property but will not retain all the proceeds of sale. CalHFA will be entitled to the net equity and a portion of the net appreciation. After the first year, the buyer will be entitled to an increasing share of the net appreciation. After five years, the buyer will be entitled to all of the net appreciation.
- D) If the property is purchased at a reasonable price, the buyer can resell the property but will not retain all the proceeds of sale. CalHFA will be entitled to 50 percent of the net equity and a portion of the net appreciation. After the first year, the buyer will be entitled to an increasing share of the net appreciation. After five years, the buyer will be entitled to all of the net appreciation. All net proceeds shall be used to preserve, upgrade and expand the supply of affordable housing exclusively in the Pasadena, South Pasadena, Alhambra, La Canada Flintridge and the 90032 zip code.

Net Equity is the approved fair market value at the time of initial sale minus the initial sale price.

Net Appreciation is the fair market value resale price minus the net equity, remaining principal loan balances, closing costs paid by the seller at resale, owner's down payment, cost of improvements (subject to state determination).

LAW OFFICE OF SUSAN CARTER
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MYRTLE POINT, OREGON 97458
(541) 275-0248
myrtlepointlaw@gmail.com

January 13, 2022

Assemblyman Chris Holden
State Capitol, Room 5132
Sacramento, CA 95814

Re: Concurrent or consecutive escrows/710 North Corridor Properties

Dear Assemblyman Holden:

I am an attorney, now residing in Oregon, but as you can see from my attached resume, I worked as an attorney in the title insurance industry in California for 27 years, give or take. I have handled many issues related to escrows wherein a double sale was taking place either concurrently or consecutively. As long as all parties are clear that the process involves two transactions to get title to where it is supposed to be and to provide for the proper loan documentation, there is no issue related to the legality of the process.

I have read the email stream from CalTrans. I respectfully disagree with Assistant Deputy Director Danny Yost's interpretation that an escrow is exclusively a real property construct. Escrow does not need to involve real property. *Anything* can be escrowed. Escrow is simply the name for the process of a neutral third party holding documents and funds until an event occurs, as directed by instructions created by the parties to the escrow, then distributing the funds and documents as instructed by the parties. As long as there is full disclosure, there is no issue.

Perhaps Assistant Deputy Director Yost and CalTrans are thinking of a situation that occurred many years ago. There were buyers purchasing homes, usually, for X dollars, and having a concurrent escrow closing with a second buyer from the original, at a cost to the second buyer of X plus additional profit. The market was going up exponentially, and some buyers/sellers were taking advantage. That led to legislation requiring full disclosure if there was a concurrent or consecutive escrow involving the same property. Quite frankly, the circumstances in this case are entirely different.

In the case of the vacant property at 2002 Berkshire in South Pasadena from 2001, Caltrans owned the property and the City of South Pasadena wished to facilitate its sale to a qualified home buyer who would then repair and restore the historic home. An agreement between CalTrans and the City to facilitate the sale and then a Disposition and Development Agreement was executed between the City and the buyers, Jesus and Nora Amaya. Upon execution of the agreement, the City entered into an escrow with Caltrans to acquire the property and simultaneously and concurrently entered into an escrow to transfer ownership to the Amayas. Unlike the scenario I described in the preceding paragraph, in which two private parties used a concurrent or consecutive escrow to take advantage of an overheated market to maximize profit, the Berkshire case represents the best possible use of a concurrent escrow to further the public policy goals of encouraging first-time homeownership, historic preservation and removal of blighted conditions for 20 years.

I have reviewed all the relevant documentation for the prior sale at 2002 Berkshire (Director's Deed and Grant Deed both recorded 7-18-2001) and California laws pertaining to escrow and find that there is no law that would prevent such a sale from happening again with the same or a revised agreement between Caltrans and the City of South Pasadena to accomplish sales of the state-owned property in the corridor.

In addition, Assistant Deputy Director Yost questioned whether the Dodd Frank Act and/or the Consumer Protection Act would impact the viability or legality of the escrows. The simple answer is no. Lenders have the disclosures required by Dodd Frank well in hand. In addition, I cannot think of a reason a reputable escrow company would risk violation of consumer protection laws.

If you have additional questions you may call me or email me and I will be happy to respond and/or participate in a meeting to further discuss the issue.

Very truly yours,



Susan Carter
Law Office of Susan Carter

Susan Carter
525 5th Street
Myrtle Point, OR 97458
(626)674-8431
scartersoo@mac.com

Professional Experience:

-January 2021 to present Law Office of Susan Carter

General practice, with emphasis on real property, land use, estate planning, probate and family law.

-March 2019 to December 30, 2019 Grace Lea Chang, APC

Associate, primarily business litigation, with family and probate law

-October 2018-March 8, 2019 Marrone, Robinson, Frederick & Foster

Associate, insurance defense, primarily Commercial General Liability. Responsible for all aspects of case handling.

-May 2017-September 2018 Boss Law Firm

Curative Associate, managing caseload of 40 files.

Responsible for coverage analysis and work necessary to resolve complex title insurance claims. Completely remote position. Performed due diligence for major REIT transactions. Reviewed and coordinated resolution of certain claims regarding land use.

-November 2016-May 2017 Chang Mattern, LLP

Associate, primarily business litigation. Second chair, three week arbitration for real property litigation. Assisted in creation of contract for cannabis grow site within land use regulations of Yurupa.

-December 2012-February 2016 Pasadena Humane Society and SPCA

Adoptions Counselor.

-May 2010-April 2012 Fidelity National Law Group

Heavy title insurance litigation practice. Second chair for two trials, one jury; co-counsel for two trials, one jury; first chair two trials. Extensive experience in drafting all pleadings, depositions, hearings. Practice mixed plaintiff and defense side, including bad faith defense.

-May 2009-November 2009 Garrett & Tully/Contract

Mixed title insurance coverage and litigation practice. Experience in drafting litigation and taking depositions. Drafted complex coverage analyses. Worked on major mechanics lien matters; experience reviewing construction contracts and loan agreements.

-March 1993-March 2009 LandAmerica Financial Group

Extensive experience in real property law and insurance coverage law, with emphasis on title insurance. Managed caseload of up to 500 title insurance and escrow claims for Lawyers Title Insurance Corporation, Commonwealth Land Title Insurance Company, Transnation Title Insurance Company and underwritten agents in Alaska, Washington, Nevada, Arizona and Utah. Directed and supervised retained counsel in litigation and claims matters. Audited retained counsel bills. Attended various court proceedings involving litigation matters and testified in depositions. Attended mediations and arbitrations involving litigation matters.

-April 1990-March 1993 Tigor Title Insurance Company/Chicago Title Insurance Company

See description of LandAmerica Financial Group above.

Memberships and Interests:

Admitted to California State Bar December 1987

Admitted to U.S. District Court 2010

-Los Angeles County Bar Barristers Homeless Project 1990-1992

-Secretary, AngelDogs Foundation, a California non-profit foundation dedicated to low cost spay and neuter

-Founder, President and Legal Counsel, Indilab Rescue, a non profit organization dedicated to rescuing purebred Labrador Retrievers.

-Founder and Legal Counsel West Coast Labrador Retriever Rescue

-Member, Board of Directors, Hillside School and Learning Center

-Member, Rotary Club of Myrtle Point, Oregon

-Admitted to Oregon Bar December, 2020

Education:

- University of Southern California , A.B., Speech Communication-Theory, Rhetoric and Public Address 1984

-University of Southern California, J.D. 1987

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P.O. BOX 942849
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FAX (916) 319-2141

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600 NORTH ROSEMEAD BLVD., SUITE 117
PASADENA, CA 91107
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FAX (626) 351-6176



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PROMOTION
ENVIRONMENTAL QUALITY AND THE GREEN
ECONOMY IN THE INLAND EMPIRE

CAUCUSES
CALIFORNIA LEGISLATIVE
BLACK CAUCUS

BOARD MEMBER
SANTA MONICA MOUNTAINS
CONSERVANCYBOARD

3/5/2021

David Kim
California Secretary of Transportation
915 Captiol Mall, Suite 350B
Sacramento, California 95814

Dear Secretary Kim,

As you may know the process for selling Caltrans owned homes in the 710 North Corridor is taking longer than anyone would like. In the past few years, I have engaged in dialogue with both Caltrans and community stakeholders with the goal of solve the housing issues for Caltrans owned homes in a way that benefits Caltrans, the tenants, and cities.

I believe everyone agrees that these home must be sold quickly, fairly, and equitably. To the best of my knowledge, there seems to be methods available for Caltrans to sell the homes, including the side by side escrow process, which are not being utilized. This type of process allows Caltrans, the cities, and HREs to work together to sell the homes. This model has been utilized in the past for the sale and renovation of the historic home at 2002 Berkshire in 2001 in South Pasadena, among other others.

Caltrans has repeatedly expressed to my staff that the current regulations make this process illegal, referencing the Dodd-Frank Act and Carol Liu's, 710 housing legislation, Senate Bill 580, from 2016. However, there is nothing explicitly prohibiting side by side escrows in either the Dodd-Frank Act or SB 580 that would make this process illegal. Caltrans staff have yet to provide a detailed response justifying their interpretation of the law that led to this regulation or the public benefit of the regulation. If side by side escrows can provide a useful tool that does not violate the law or conflict with the interests of the state, Caltrans should change the regulation.

I am requesting a phone conversation to discuss these issues, and written response from Caltrans why the side by side escrow process is not permitted to sell these properties I look forward to our discussion and your consideration of this concern.

Sincerely,

A handwritten signature in black ink that reads "Chris Holden".

Assemblymember Chris Holden
41st Assembly District

WEBSITE: Assembly.ca.gov/holden

EMAIL: Assemblymember.Holden@assembly.ca.gov

SATELLITE OFFICE: 415 WEST FOOTHILL BOULEVARD, SUITE 100, CLIFTON, CA 91711 • (909) 624-7876 • (909) 247-7894 • FAX (909) 626-2548

Regular Meeting A.D. - 178

SETTLEMENT AGREEMENT - SOUTH PASADENA PROPERTIES

This Settlement Agreement ("**Agreement**") dated _____ and to be effective as of the date fully executed by the parties ("**Effective Date**"), is entered into between the State of California, acting by and through its Department of Transportation ("**Department**") and the City of South Pasadena, a municipal corporation of the State of California ("**City**").

RECITALS

WHEREAS, the Department is the owner of certain real properties located in what is referred to as the Route 710 Corridor, about 68 properties are located within the City of South Pasadena ("**So Pas Properties**"), acquired long ago for constructing a freeway through several cities ("**710 North Project**"); and

WHEREAS, legislation enacted in 2019 (SB-7-Portantino Stats 2019 Ch 835 and AB-29-Holden Stats 2019 Ch 791) ended any possible construction of the 710 North Project in the City; and

WHEREAS, over the past fifty years the City and others have filed lawsuits involving the Department and the 710 North Project, including:

- (1) City of South Pasadena vs. Volpe (C.D.Cal. 1976) 418 F.Supp. 854, mod. at 424 F. Supp. 626 (1973 stipulated injunction, renewed 1976, 1979) (Filed: 01-15-1973, last docket entry 10-22-1998);
- (2) City of South Pasadena vs. Goldschmidt (1981 9th Circ.) 637 F.2d 677 (appeal by (interveners seeking to modify injunction rejected, USDC affirmed);
- (3) City of South Pasadena vs. Department of Transportation (10-28-1994, 3rd Dist.) 29 Cal.App.4th 1280 (Caltrans appeal rejected on need for City to approve street closure agreement; Sacramento Superior Court affirmed);
- (4) El Sereno Neighborhood Action Committee vs. California Transportation Commission (1995) D.C. No. CV-95-06106-CBM.(Judge Consuelo Marshall), 112 Fed.Appx. 630 (9th Cir. 11-5-2004) (City of Alhambra attempt to intervene rejected, trial judge affirmed) (Filed 9-13-1995, last docket entry 12-2-2004);
- (5) City of South Pasadena vs. Slater (C.D.Cal. 7-19-1999) 56 F. Supp. 2d 1106 (Judge Dean Pregerson, 1993 EIS & 1998 FHWA Record of Decision enjoined) (filed 8-26-1998, last docket entry 9-15-2015); and

WHEREAS, over that past 25 years sales of Department's properties located within the City have been the subject of lawsuits involving the City, the Department, tenants in the properties, neighbors, and others, including:

- (6) South Pasadena Alliance for Responsible Housing (SPARH) vs. Department of Transportation ("1997 SPARH Lawsuit") (Filed 7-14-1997; voluntarily dismissed 3-16-1998);
- (7) Kharin Mishan; Property Rights of Surrounding Neighborhood . . . , etc. vs. Dept of Transportation, LA Superior Court case GS004271, (Filed 7-16-1997, Judgment 1999), ("1997 Neighbors Lawsuit")
- (8) City of South Pasadena vs. Department of Transportation, LA Superior Court

- case BC176140 (“1997 Esperanza Lawsuit”) (Filed: 8-11-1997, settled 9-30-1998);
- (9) City of South Pasadena vs. California Transportation Commission, LA Superior Court case BS080352, (Filed: 12/20/2002, City of Alhambra’s appeal dismissed 3-25-2005);
 - (10) City of South Pasadena vs. Department of Transportation, LA Superior Court case BC331628 (“2005 Beacon APA lawsuit”), (Filed 4-5-2005, final judgment 4-5-2007);
 - (11) City of South Pasadena vs. Metropolitan Transit Authority, et al; LA Superior Court case BS116620 (Measure R funds for 710 corridor do not need CEQA review yet) (Filed 08/27/2008; Transferred to Santa Barbara 2-5-2009);
 - (12) United Caltrans Tenants vs. Department of Transportation, LA Superior Court case BS173007 (“UCT Lawsuit”) (Filed 3-29-2018; 2019 final judgment);
 - (13) Flores vs. Department of Transportation, LA Superior Court case 19STCP03681, Appeal case B309918, remittitur 6-3-2022 (“Flores inflation price lawsuit” - - 2022 pending in Department 86) (Filed 8-30-2019);
 - (14) City of South Pasadena v. Department of Transportation, LA Superior Court case 21STCP001779 (“626 Prospect lawsuit” - - 2022 pending in LA Department 82) (Filed 6-2-2021); and

WHEREAS, the Director of the Department has determined, in accordance with Section 118 of the Streets & Highways Code, and Government Code sections 54235 et seq., that the So Pas Properties are no longer needed for highway purposes and these properties have been certified by the Department as “excess;” and

WHEREAS, the sale of the excess properties acquired for the 710 North Project located in the City is the subject of Streets & Highways Code 118.6 (sale within one year) and 54235 et seq. (“Roberti Law”); and

WHEREAS, pending 2022 legislation may enhance the power of the California Transportation Commission (“**CTC**”) regarding its oversight of disposition of Department properties located in areas no longer planned for future Department projects (SB-959-Portantino and AB-512-Holden, and other bills), and which are expected to be enacted by September 30, 2022; and

WHEREAS, in June 2021 the Department sought from the CTC approval of the sale of the property at 626 Prospect Avenue, South Pasadena, but the CTC deferred action on this sale after learning of the pending 626 Prospect Lawsuit and of opposition to the sale by the City’s and the tenants living there; and

WHEREAS, legislation in 2021 (SB-381-Portantino - Stats 2021 Ch 362 enacted and effective on September 28, 2021 as an urgency measure) reaffirmed the priority roles of the City and of existing tenants in the sale of So Pas Properties, and it is now alleged in the 626 Prospect Lawsuit that this 2021 Statute overrules ongoing practices and regulations of the Department regarding all of the So Pas Properties; and

WHEREAS, sales of all So Pas Properties are subject to the priorities and procedures of the Roberti Law (Government Code § 54235 to 54239.7) as amended; and

WHEREAS, both Roberti Law as amended and a July 2021 injunction in the 626 Prospect Lawsuit recognize a priority to purchase So Pas Properties held by the City and existing tenants at So Pas Properties, including tenant-related entities and others (Stats 2021 ch 362 - SB381, Government Code § 54235 to 54238.9); and

WHEREAS, pursuant to California Streets and Highways Code section 118, Department is authorized to sell excess property in accordance with the terms and conditions established by the CTC and the sales are subject to CTC approval; and

WHEREAS, pursuant to California Streets & Highways Code section 116, the Department and CTC are authorized to delegate to local public agencies, such as City, all or part of the Department's powers and authority regarding sale of the So Pas Properties in accordance with the standards and conditions established by the CTC, including approval of the CTC of each sale; and

WHEREAS, CTC Resolution G-98-22 authorizes the directs sale of Department excess property to public agencies, subject to the approval of the CTC as provided in Streets and Highways Code section 118, if the intended use of the property is for a public purpose, including public parks, affordable housing, historic preservation, mitigation of environmental impacts, and community healing, among others; and

WHEREAS, 2019 Governor's Executive Orders numbetrs xxxxxx found and determined that the Department's excess properties should be utilized for affordable housing as a mitigation of Departement caused impacts, and 54235 found and determined that pursuant to Article XX1 section 1 of the California Constitution the Department may use funds and assets related to the State Highway Fund to mitigate the past and ongoing adverse impacts to families and communities caused by the planning or construction of state highways; and

WHEREAS, a December 30, 2009 Opinion of the California Attorney General (Opins. Atty. Gen. No. 07-801) determined that affordable housing and community preservation as envisioned in the Roberti Law are proper public purposes and/or are mitigation of environmental impacts as described in California Constitution Article XIX section 1 and Article XVI section 6; and

WHEREAS, there is an ongoing dispute between the Department and the City regarding the deferral or non-payment of funds owed to the City by the Department pursuant to Streets & Highways Code sections 104.10 and 118.5 for a share of rents received by Department and due to the City "in lieu" of lost property taxes; and

WHEREAS, the Department and City mutually desire to allow for the rapid and efficient sale and disposition of all the So Pas Properties, including repairs needed to remedy decades of deferred maintenance, as specified herein; and

WHEREAS, it is the mutual intent and objective of Department and the City that the final sale and transfer of all the So Pas Properties from Department to existing tenants, tenant-related entities, housing-related entities, the City, former tenants, and others will proceed expeditiously; and

WHEREAS, City and Department desire to mutually resolve any disputes that may remain between them and to prevent future litigation regarding the So Pas Properties, and to set forth herein the terms and conditions of these settlement and compromises between them, and avoiding future litigation is an important public purpose and is consistent with the environmental mitigation and community healing policies contained in California Constitution Article XIX section 1; and

NOW THEREFORE, in consideration of the respective mutual agreements and compromises contained below, Department and City agree as follows:

A. ABOVE RECITALS ARE TRUE

Each of the above recitals is true and accurate as to Department and the City.

B. PARTIAL DELEGATION OF AUTHORITY TO CITY

Pursuant to Streets and Highways Code § 116 the Department hereby delegates to the City some or all of its power and authority to manage and approve the sales of the So Pas Properties, and as more specifically set forth in this Agreement, the Roberti Law and the Streets and Highways Code. .

C. CITY ACTING FOR DEPARTMENT

Throughout the process of assessing, valuing, and determining the prices for each parcel among the So Pas Properties, including the scope, cost, timing, and method of needed repairs, the City will be acting as the delegated authority of the Department in all respects pursuant to Streets and Highways Code section 116 and shall be fully compensated for all its expenses from the proceeds of subsequent sales of the So Pas Properties.

1. AGREEMENT FOR SALE PROCEDURE

1.1 Description of the So Pas Properties. The So Pas Properties to be sold and purchased under this Agreement consists of all right, title and interest in those certain real properties owned by the Department and situated in the City of South Pasadena and the County of Los Angeles depicted in **EXHIBIT 'A' - LIST OF SO PAS PROPERTIES** and **EXHIBIT 'B' - MAPS OF SO PAS PROPERTIES**, attached hereto and incorporated by reference herein which may be amended by mutual agreement as set forth in Section 12.2 herein (the "So Pas Properties"). The So Pas Properties are each expressly sold "AS IS", with no warranties, express or implied, and the conveyance is subject to any and all special assessments, restrictions, easements and any and all other encumbrances as set forth in sections 7.1 and 7.2 herein.

- 1.2 Condition of the So Pas Properties.** A large number of the So Pas Properties are suffering from decades of deferred maintenance and damage from several earthquake events since their acquisition by the Department began in the 1960's, and it is the intent of the Department and the City to formulate a sales and purchase procedure that avoids the expense of repairing the properties from being born by the Department or by the City, including flexible use of sale proceeds from some properties to rehabilitate other properties, the use of "sweat equity" by purchasers, the reduction of sales prices to reflect the cost of needed repairs, and other creative solutions and financing methods.
- 1.3 So Pas Properties for Sale to City or Others.** Of the So Pas Properties, as to each parcel, it is understood and agreed that:
- a. Initial Purchase Price.** Each parcel may be conveyed to City or to another initial or final purchaser by Director's Deed approved by the CTC, and at a purchase price for each parcel as set forth in Section 2 below ("**Initial Parcel Purchase Price**").
 - b. Parcels Changeable.** The Department and City may agree to subdivision of a parcel, or a merger of parcels, or realignment of parcel lines, including the use of other lands of the City or third parties, as part of any initial deed or subsequent deeds as allowed for public entity sales of land pursuant to the California Subdivision Map Act or as may be approved by the City using its regulatory powers.
- 1.4 Term of Sale.** The purchase of a parcel shall be an all cash transaction for the purchase price defined in Section 2.1 below. Subject to the provisions of Section 4, the purchase price shall be paid over the course of ten (10) years or sooner in the judgment of the City, and/or to the extent a parcel is re-sold by City or by another initial buyer to third parties or subsequent purchaser, but the initial purchase price is due and payable to Department by a date no later than ten (10) years following the approval of the Director's Deed by the CTC.

2. PURCHASE PRICE

- 2.1 Parcel Purchase Prices.** The initial and subsequent parcel purchase prices shall be determined as follows: The initial parcel purchase price paid to the Department shall be the same dollar amount as the original price paid by the Department for a parcel's original acquisition, and any subsequent sale or sales may involve a higher price as determined by the City as needed to complete repairs or for the use of the proceeds in the acquisition, creation or preservation of housing opportunities elsewhere within the City and for the City's ongoing incurred expenses, including salaries and benefits of City staff.
- 2.2. Subsequent Resales.** It is understood that after Department's initial transfer of title to City or to another initial buyer as provided for herein, it is contemplated that a concurrent or subsequent sale of all or a portion of that parcel to another

buyer will occur at a higher price, with the proceeds of such sales to be used to pay all of part of the initial parcel purchase price to be received by the Department and for other purposes as specified herein. It is further agreed and understood that the price at which City or other initial buyer resells any parcel or portion thereof shall not affect the initial parcel purchase price.

2.3. Payment. Payment of the initial parcel purchase price shall be made as follows:

- a. Proceeds from Sale of Parcels.** If a Parcel is sold by City or other initial buyer in its entirety to a third party for an amount equal to or greater than the initial parcel purchase price, some or all proceeds from such a sale that are in excess of the initial parcel purchase price may be allocated as set forth in Section 2.3.b as the City deems proper.
- b.** Proceeds from a subsequent sale by City or another initial purchaser to a subsequent purchaser that are in excess of that parcel's initial purchase price at the close of escrow and as the City deems proper: (i) first applied to pay all or part of the remaining balance of any parcels initial purchase price(s), (ii) to the City for its purposes, including to fund needed repairs on any other parcel, and/or marketing or sale of remaining parcels, and/or City staff salaries and benefits, and/or the acquisition, creation, or preservation of housing opportunities within the City.

2.5. Allocation. All proceeds received by Department from the sale of a parcel to City or other initial buyer, less the Department's costs of such sale as allowed by law, shall be deposited into a separate account as provided by the Roberti Law (Government Code sections 54235 to 54237.9).

[END OF SUTTON EDITING FROM HAYWARD 2016 AGREEMENT ON 7-8-2022]

3. TITLE TO THE PROPERTY

3.1. Conveyance of Title. Upon the CTC's approval of this Agreement for sale of the Property to City and of the subsequent Parcel deeds prepared therefor, and the City's release of its due diligence contingency pursuant to Section 10.3, Department will promptly convey marketable title to the applicable Parcel(s) to City by duly executed and acknowledged separate Director's Deed for each Parcel in a form substantially similar to the form attached as Exhibit B, incorporated herein by this reference, which deeds shall be collectively or individually recorded by the City in the Official Records of the County of Alameda after approval by the CTC. The date of recordation of each Parcel deed shall be the "Transfer Date" for that Parcel.

3.2 Covenants on Housing and Historic Resources.

3.3. Scope. It is expressly understood that the right, title, and interest in the Property conveyed shall not exceed that vested in the Department, that the sale is subject to all title exceptions and reservations of record, and that no policy of title insurance will be furnished by Department in connection with this Agreement.

3.4. Reporting. City will report quarterly to Department as to the status and progress of its sale of the Property to third parties, which shall include all such sales to date and those anticipated in the next quarter. Nothing in this section will require disclosure of confidential information regarding ongoing property negotiations.

4. CITY'S FAILURE TO TIMELY PAY INITIAL PURCHASE PRICE

4.1. In the event City fails to pay the full Property Purchase Price by the end of the 10-year term specified in Section 1.4 of this Agreement, Department may, at its option, either:

- a.** Subject to 4.1(c), postpone or suspend the sale of any So Pas Property parcels remaining in the Department's ownership.
- b.** With the written agreement of City, extend the time for City to pay the Property Purchase Price for a mutually agreeable time period contingent upon City paying Department, subject to the exceptions below, a fee equal to one percent {1%} of the Parcel Purchase Price of the remaining unpaid-for Parcels for each month payment of the full Parcel Purchase Price is delayed beyond the 10-year payment due date set forth in Section 1.4. It is understood and agreed that this entire fee, shall not be credited toward any Parcel Purchase Price

and must be paid in full prior to Department's Relinquishment of the Power of Termination. This fee shall not apply to Parcels that on the 6-year payment due date are either: i) in escrow; or ii) the subject of a letter of intent to purchase or subject to an option reflecting an anticipated date of sale within 90 days of the 6-year payment due date. If any properties within (i) or (ii) have not closed escrow within 180 days of the 6-year payment due date, the fee shall begin to apply on the 181st day after said due date unless the City surrenders the property to the department before the 181st day described above.

4.2 Return of Unsold Parcels or Authorized Subparcels.

5. POSSESSION AND MAINTENANCE OF THE PROPERTY

- 5.1 Possession.** Commencing on the Transfer Date(s) of each Parcel, City shall have full possession, use, and control of said Parcel, and all obligations and liabilities pertaining thereto, subject to Department's Power of Termination and the interest of tenants under existing leases.
- 5.2 Maintenance.** Department shall continue and not defer routine maintenance on Parcels up to their respective Transfer Date(s). Prior to the Transfer Date(s), the Department shall not commit, suffer, or permit any waste on the Parcel(s) or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Parcel(s) for any illegal purpose. Commencing on the Transfer Date(s), City shall be responsible for the maintenance of the Parcel(s), which shall include but not be limited to:
- a. City at its own expense shall be solely responsible for keeping the Parcel(s) in a state of good repair.
 - b. City shall be solely responsible for the management of all rental units on the Parcel(s) and shall employ good property management practices regarding those rental units. The City shall have no obligation to Department to continue the existing use of any Parcel, Subparcel, lease, or Sublease as of the Transfer Date.
 - c. City shall not commit, suffer, or permit any waste on the Parcel(s) or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Parcel(s) for any illegal purpose.
- 5.3 Damage to improvements.** Upon the respective Transfer Date(s), the City agrees to assume all risk of damage to or loss of any improvements on the Parcel(s) and agrees that no such damage or loss shall constitute a failure of consideration.
- 5.4 Surrender of Possession.** In the event this Agreement is terminated by City's breach or default in any material respect, or the Department exercises its Power of Termination, City agrees, upon demand of Department, to quietly and peaceably surrender to the Department possession of all Property to which Department has not relinquished its Power of Termination. Surrendering possession shall relieve the City of any obligation(s) under or relating to this agreement including, but not limited to, the payment of the applicable Parcel(s) Purchase Price, except as to Parcel(s) from which Unauthorized Subparcels have been sold as set forth in section 1.3.d. Department, at any time following termination of this Agreement or exercise of its Power of Termination, may sell any Parcels to which it has not relinquished its Power of Termination free and clear of any rights of City in and to those Parcels.

6. ASSIGNMENT OF TENANCIES

- 6.1 Assignment.** On the Transfer Date, the Department shall transfer to City all of its right, title and interest in and to all existing leases and rental agreements on the Property (collectively, "Leases") by an "Assignment of Leases" in the form

attached as Exhibit E, incorporated herein by this reference . A list of all Leases to be assigned is attached as Exhibit F, incorporated herein by this reference. State will provide all existing lessees with a Notice of Assignment in the form attached as Exhibit G, incorporated herein by this reference.

Department's current review of its property management records to date indicates that some or all of the existing leases on the Property are month-to-month and/or can be terminated with 30-days notice and that some or all of the existing leases have tenant waivers of entitlement to certain payments under the State and Federal Uniform Relocation Assistance Act. (Government Code, Section 7260, et seq.; 42 United States Code, Section 4601, et seq.)

6.2 New Leases. Until such time as the Department's Power of Termination is relinquished as to the Parcel or Authorized Subparcel in which the leased property is situated, any new Leases or Lease extensions entered into by City on the Property shall utilize the Department's standard form lease agreement and include legally enforceable tenant waivers of relocation assistance in a form substantially similar to Exhibit H attached hereto and incorporated by reference herein, and shall be month-to-month.

6.3 Rents.

- a. **Collected Rents.** All rents collected by City after the Transfer Date, except those referred to in subsection (b) below, shall be the property of City. Department shall promptly deliver any rents accrued after the Transfer Date and received by Department to City. If the Transfer Date occurs during the rental period, the rent will be prorated accordingly.
- b. **Delinquent Rents.** All unpaid rents that are due and owed to Department prior to the Transfer Date will remain the property of the Department. Department waives no rights as to the recovery of such delinquent rent or other monies owing by tenants to Department and retains its full rights as to any and all remedies allowed by law to collect such monies.
- c. **Security Deposits.** Within 10 business days following the Transfer Date of any Parcel, Department shall submit a request with necessary supporting documentation to Caltrans Accounting to process a warrant in accordance with its policies, practices and procedures, in order to transfer to City all security deposits as to any Leases on said Parcel by cash, certified cashier's check or electronic transfer of immediately available funds.
- d. **Lease Status.** If it has not already done so, within fifteen (15) business days of the Effective Date, Department shall provide City with copies of all Leases listed in Exhibit F, along with the following information: any delinquent rent amounts along with the corresponding time period of delinquency, most recent contact information for Lessees, amount of security deposit, tenant relocation benefit waivers or acknowledgements, and to the extent that the records exist and are reasonably accessible, . repairs over the past five years, maintenance schedule for the property, and any other information relevant to the administration of the Leases. The Department agrees to cooperate with the City to furnish any other

information relevant to the administration of the Leases and to retain and make all lease files available for City review and copying upon request, at no cost to City for the duration of this Agreement.

7. CONDITION OF THE PREMISES

7.1 AS IS SALE. CITY ACCEPTS THE PROPERTY IN ITS "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION, WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE FOR ANY CONDITION OF THE PROPERTY, AND ACKNOWLEDGES AND AGREES THAT NEITHER STATE NOR ANY OF ITS AGENTS HAVE MADE, AND STATE HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES AS TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, WARRANTY OF USE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND CITY HEREBY EXPRESSLY DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATIONS OR WARRANTY.

Department is unaware of the presence of any protected cultural items or human remains on the Subject Property. Pursuant to the "AS IS" sale, Department shall in no event be responsible for any such items or remains subsequently discovered on the Property unless directly caused by the Department after the Transfer Date(s), or if otherwise allowed by law.

Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules and ordinances governing the use of the Property, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Property, if any, whether foreseen or unforeseen, and whether such matters are of record or not. It is City's sole obligation to conduct an independent investigation of the Property and all matters relating to its condition and use as intended.

7.2. Hazardous Materials. Department will provide City with any studies it has regarding hazardous materials on the Property. Department makes no warranties regarding the presence or absence of hazardous materials on the Property or regarding any responsibility for remediation of any Parcel that does not otherwise exist at law. Nothing in this Agreement is intended to alter the parties' respective responsibilities, if any, for any hazardous materials on the Property under State or Federal law, or their respective rights, if any, to seek indemnification and/or contribution under State and Federal law, except as would be precluded or limited by an "As Is" sale of property by and between the parties.

8. EXPENSES AND TAXES

8.1 Department Sale to City. City shall be fully and solely responsible for all its costs and expenses, including staff time, associated with its purchase of the Property from Department pursuant to this Agreement, including costs of preparing legal descriptions and Powers of Termination for any Authorized

Subparcels requested by City. Department may recover its costs associated with its sale of the Property to City pursuant to this Agreement as provided for under the LATIP statutes.

- 8.2 Department Sale to City.** City shall be fully and solely responsible for all recording fees, documentary stamp taxes, or other real estate transaction taxes or fees by whatever name known, including escrow fees or brokers commission, if any, and personal property sales taxes where applicable. In no event shall Department be responsible for such costs and expenses, nor shall they be charged against or recovered from LATIP funds.
- 8.3 Resale by City.** City shall be fully and solely responsible for all expenses and costs associated with City's sale of the Property to third parties, including but not limited to all recording fees, documentary stamp taxes, or other real estate transaction taxes or fees by whatever name known, including escrow fees or brokers commission, if any, and personal property sales taxes where applicable. In no event shall Department be responsible for such costs and expenses, nor shall they be charged against or recovered from LATIP funds.
- 8.3. Entitlements.** City shall bear all costs and expenses associated with any land use approval requirements such as lot line adjustments or other entitlement for sale of the Property by City to third parties if said costs are not recovered from said third parties in the entitlement and development processes. In no event shall Department be responsible for such costs and expenses, nor shall they be charged against or recovered from LATIP funds.
- 8.4 Taxes and Assessments.** Commencing on the Transfer Date, City shall have sole responsibility for all taxes and assessments which are and which may be levied or assessed against the Property.

9. INDEMNIFICATION

- 9.1 Indemnification (City).** In addition to the indemnification provided by City under the April 28, 20XX Permit to Enter Granted by Department to City, as Amended on June 8, 20XX the City agrees to defend, indemnify, and save harmless the Department, its officers, agents, and employees against any and all claims, demands, and causes of action of any type or nature that may be made or brought against the Department, its officers, agents, and employees, by any person or entity, including tenants, caused by, arising out of, or in any way related to the condition, control, use, or occupancy of the Property by the City, its assigns, licensees, permittees, invitees, and/or successor purchasers occurring after the Transfer Date.
- 9.2 Indemnification (Department).** Subject to the limitations of Section 7.2 and City's indemnification obligations under the April 28, 2015 Permit to Enter granted by Department to City, as Amended on June 8, 2015, the Department

agrees to defend, indemnify, and hold the City harmless, to the fullest extent allowed by law, from any and all claims, demands, and causes of action of any type or nature that may be made or brought against City by virtue of the Department's ownership of the Property and which results from any event occurring before the Transfer Date.

10. CONTINGENCIES

- 10.1 City Resolution.** This Agreement is contingent on City obtaining a resolution from its governing body approving and authorizing the sale set forth in this Agreement and the City's intended use of the Property for a public purpose.
- 10.2 California Transportation Commission (CTC) Approval.** Department's direct sale of the Property to City by this Agreement is expressly contingent upon the CTC approving and authorizing the manner, terms and conditions of the sale set forth in this Agreement and the subsequent deeds prepared for the Parcels to be conveyed, in accordance with its Guideline(s) governing such sales, including as to the intended use of the Property for a public purpose.
- 10.3 Due Diligence.** The Department's sale of the Parcels to the City and the City's acceptance of such Parcels is contingent upon the City conducting its due diligence and delivering legally binding, written Notice(s) of Intent to Proceed, the last of which shall be delivered to the Department no later than six (6) months after the Effective Date of this Agreement, identifying those Parcels that the City will purchase pursuant to the terms of this Agreement. The form of Notice(s) of Intent to Proceed shall be substantially similar to Exhibit I attached hereto and incorporated by reference herein. Upon the City's delivery of a written Notice of Intent to Proceed, and completion of all other prerequisites, the Department will prepare the applicable Parcel deeds and proceed with the steps to seek CTC approval of the deed(s) at the next CTC meeting where the deed can be submitted as a timely book item in accordance with applicable Department and CTC procedural deadlines and time constraints. In no circumstance shall Department be obligated to prepare or proceed with seeking approval of a deed where the contingency on the Parcel(s) has not been released by City by delivery of a Notice of Intent to Proceed as set forth herein. Any Parcel not identified in a Notice of Intent to Proceed at the end of the 6-month contingency period shall not be part of the Property conveyed to City by Department pursuant to this Agreement and shall be immediately available for auction or other disposition by Department. After the 6-month contingency period, Department shall have no obligation to make any Parcel(s) not identified in the Notice(s) of Intent to Proceed available to City for future purchase except as Department deems appropriate to do so in its sole discretion, and shall have no obligation to provide City with notice, either formal or informal, of Department's present or future intentions or actions as to such Parcel(s).

11. NOTICES

- 11.1. Any notice, consent or approval required or permitted to be given under this

Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery with receipt, (ii) one (1) day after being deposited with a reliable overnight courier service, or (iii) three (3) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

City: City of XXXXXX

XXXXXXXXXXXX, CA 91030-XXXX

Attn: City Manager

With copy to: Office of the City Attorney

Attn: XXXXXXXXXXXXXXXXXXXX

Department: XXXXXXXXXXXXXXX

Deputy District Director

Right of Way and Land Surveys

State of California Director of Transportation

XXXXXXX

Los Angeles, California 90012-xxxx

Facsimile No.

Email:

With copy to: State of California Department of Transportation Legal Division

Sacramento, California 958xx

Facsimile No.

Attn:

Email:

or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above. For convenience of the parties, copies of notices may also be delivered by facsimile, sent to the facsimile number listed above, or such other numbers as may be provided from time to time. However, neither party may give official or binding notice by facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a facsimile copy of the notice.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitutes the complete, exclusive, and final statement of the terms of the agreement with respect to the sale of the Property between City and Department and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard

to California Civil Code § 1654 or similar statutes . Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

- 12.2. Amendments and Waivers.** No addition to or modification of this Agreement will be effective unless it is made in writing and signed by all parties. A party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.
- 12.3 Severability.** If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
- 12.4 No Merger.** This Agreement, each provision of it, and all warranties and representations in this Agreement will survive transfer of title to the City and will not merge in any instrument conveying title to City. All representations, warranties, agreements, and obligations of the parties will survive transfer of title to the City, or to the extent the context requires beyond any termination of this Agreement, and the same will inure to the benefit of and be binding on the parties' respective successors and assigns.
- 12.5 Interpretation.** Unless otherwise indicated section references are to the sections of this Agreement, and, except where otherwise stated, all references to days are to calendar days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance will be extended to the next business day. "Business Days" means days other than Saturday, Sunday, and California state holidays. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. The terms "shall ," "will," "must," "agrees ," and "covenants" are each mandatory; "may" is permissive; "or" is not exclusive; and "includes" and "including" are not limiting.
- 12.6 Governing Law.** This Agreement will be governed by the laws of the State of California applicable to contracts made by residents of the State of California and to be performed in California.
- 12.7 Time.** Time is of the essence in the performance of the parties' respective obligations under this Agreement.
- 12.8 Assignment.** This Agreement will inure to the benefit of and be binding on the parties to this Agreement and their respective successors. The City may not assign all or any portion of its interest in this Agreement, by operation of law or

otherwise, without the prior written consent of the Department.

- 12.9 No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.
- 12.10 Remedies Cumulative.** The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.
- 12.11 Construction.** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement. The titles and captions used in this Agreement are for convenience only and do not necessarily define, limit, describe or construe the contents of such sections.
- 12.12 Counterparts and Copies.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A true and correct copy of this Agreement shall have the same force and effect of an original for all purposes allowed by law.
- 12.13 Termination.** This Agreement may be terminated and the provisions herein may be modified, altered, changed or amended by the mutual written consent of the Parties.
- 12.14 Authority to sign.** City and Department represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and to legally bind their respective entities to the terms, conditions and obligations set forth herein.
- 12.15 Effective Date.** This agreement shall be effective upon full execution by the parties ("Effective Date").

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement for the Rte. 238 Excess Properties as of the Effective Date.

**CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

Dated: _____

By _____

Xxxxxxxxxx
Deputy District 7 Director
Right of Way and Land Surveys

Approved as to Form:

xxxxxxxxxxxxxx,
Assistant Chief Counsel
Department of Transportation, Legal Division

CITY OF SOUTH PASADENA

Dated: _____

By _____

City Manager
Francis David

Attest: _____

City Clerk, xxxxxxxxx

Approved as to Form:

City Attorney

ATTACHMENTS (TO BE PREPARED)

EXHIBIT 'A' - LIST OF SO PAS PROPERTIES

EXHIBIT 'B' - MAPS OF SO PAS PROPERTIES

EXHIBIT 'C' - FORM OF DEED & EXHIBITS

EXHIBIT 'D' - FORM OF ASSIGNMENT OF LEASE

EXHIBIT 'E' - EXISTING LEASES AND RENTAL AGREEMENTS

EXHIBIT 'F' - FORM OF NOTICE TO TENANT OF ASSIGNMENT OF LEASE

EXHIBIT 'G' - RESIDENTIAL RENTAL AGREEMENT

EXHIBIT 'H' - LEASE AGREEMENT

EXHIBIT 'I' - NOTICE OF INTENT TO PROCEED

From: [Jim Tavares](#)
To: [City Council Public Comment](#)
Subject: Comment on Agenda Item A1: South Pasadena Preservation Foundation Position Statement on Caltrans Homes
Date: Wednesday, December 21, 2022 11:20:02 AM
Attachments: [SPPF Proposal for Caltrans Homes_Final.docx](#)

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.

Esteemed members of City Council,

Please find attached the official position of the South Pasadena Preservation Foundation (SPPF) regarding the Caltrans properties within our City, which has unanimous SPPF Board approval.

I am submitting this statement in regards for today's (12-21-2022) Closed Session related to Agenda Item A1, South Pasadena vs. Caltrans on 626 Prospect.

Much thanks,

Jim Tavares
President
South Pasadena Preservation Foundation

The SPPF Proposal for Caltrans Surplus Homes

The South Pasadena Preservation Foundation (SPPF), founded in 1972, is a 501(c)(3) nonprofit organization with an all-volunteer, elected board of directors and membership open to everyone, believes that the goals of historic preservation and the creation of affordable housing to address pressing housing needs can work together in support of each other.

Our stance on Caltrans homes from day one has been that proceeds from their sale be used to fund affordable housing within the City. Our plan, outlined below, shows the sale of Caltrans surplus properties represents the best opportunity to turn what has been a blighting influence on the community into decent, safe, and sanitary housing throughout the city across all income levels.

How We Got Here: The 710 Freeway Fight

Some 75 years ago, the state had a plan to divide South Pasadena with a freeway. Homes were bought by Caltrans to clear the way for the seemingly inevitable 710 freeway extension. But committed residents, City government, SPPF, and many other groups fought to save the homes, the character, the trees, and charm of our City, Pasadena, and El Sereno from being lost to a river of concrete and cars. A 1973 injunction stopped Caltrans from buying any more homes or demolishing any they had already purchased. Ultimately, the freeway plans were dropped.

The Situation Today: The Last of the Freeway Legacy

The 66 Caltrans surplus homes and multi-family structures that have endured are a mix of vacant and rented properties within the City of South Pasadena that are the legacy of that fight. Homes that once belonged to South Pasadenans are now owned by the state, which pays no property tax on them. This represents the final chapter in our collective decades-long preservation battle to help ensure those homes are returned equitably, efficiently, and in a cost-effective way to our neighbors—not developers or outside investors. Many homes are occupied by families who have lived there for decades. Others are vacant, dilapidated and need significant repair.

The Future: What SPPF Proposes Should Be Done Next

SPPF has a clear, straightforward plan to return these structures to South Pasadenans. In fact, **the plan has previously been successfully implemented by the City in 2000 to facilitate the purchase of a dilapidated Caltrans property at an affordable price.** The family that purchased and restored the home still lives there today.

We recommend these three steps be part of a negotiated settlement with Caltrans:

- 1. Vacant houses, multifamily buildings, and lots:** For the non-historic vacant single-family houses, vacant multifamily buildings and vacant lots, **we propose the same established, straightforward, self-funding partnership and sales and rehabilitation process as was used in 2000** is the fastest, easiest, and least expensive means for selling these properties.
 - Caltrans, the City, and the qualified homebuyer enter into an escrow with the homebuyer supplying the funds to purchase (at a price determined by Caltrans and the City) and rehabilitate the property. There are multiple names for this process, including concurrent, double, pass-through, or side-by-side escrows. (As defined by Caltrans, *“Double escrow sales involve two contracts of sale for the same property, to two different back-to-back buyers, at the same or two different prices, arranged to close on the same day. At close of escrow, all participants, lenders, sellers, buyers and brokers are informed of all parties involved and all monies that change hands.”*)
 - Those proceeds from the sale, minus the acquisition price, would go into the existing SR 710 Rehabilitation Account administered by Metro and the California Transportation Commission (CTC) and would go to fund implementation of the City’s housing programs, including increasing the supply of much-needed affordable housing.
- 2. Tenant-occupied houses and multifamily units purchased by tenants:**

- For single-family homes, every effort should be made to encourage tenants to purchase their homes as currently permitted under existing state law
 - For multifamily buildings, tenants should be encouraged to form a common-ownership entity to purchase the building
 - To support these tenants and improve the odds of a successful outcome, the City, working with local lenders and nonprofits, should provide support services and education to help low-income and first-time home-buyers navigate the sales process
3. **Tenant-occupied houses and multifamily units *not* purchased by tenants:** For any homes or multifamily units currently being rented for which the current tenants choose not to buy the property,
- The City of South Pasadena should acquire these properties through the City's Housing Authority for the tenants to rent, as required by state law

Historic Homes Are Protected in this Process

As required by state law, no sale of a national or state historically significant house can be completed without a preservation covenant. Several of the houses owned by Caltrans are determined to be significant historic properties, eligible for national or state designation programs.

To ensure that the character defining features that make them historic are not lost or inappropriately altered after Caltrans sells them, a preservation covenant, drafted by Caltrans, is recorded on the property to identify those historic features. At the time of sale, the covenant is assigned to SPPF, as approved by Caltrans, to administer going forward.

For this service, SPPF collects a stewardship fee from Caltrans. This fee goes directly into SPPF's general fund and used in support of SPPF's mission and programs, such as the South Pasadena Historical Museum. SPPF currently holds seven preservation covenants on properties previously owned by Caltrans. An annual inspection of these properties is done to ensure historic character-defining features are being maintained.

These Vacant Homes Are Full of Opportunity for Everyone

As noted above, Caltrans does not pay any taxes on the 68 properties it owns. Nor would any government or nonprofit entities buying the homes. Private owners would pay taxes, which is why we encourage homeownership.

A recent analysis by SPPF of eight of these vacant addresses (six single family homes and two multifamily buildings; six non-historic and two historic structures) demonstrated they would produce an average first-year property tax revenue to the City of roughly \$4,750 per property. Extrapolating this average to all vacant properties results in a windfall of \$109,250 for the City in the first year the properties are returned to private ownership.

Furthermore, the same analysis showed that, assuming purchase of these properties at the Caltrans acquisition price, there would be insufficient residual net income left over for the City to accomplish a complete rehabilitation of nearly all the structures, whether for low- or moderate-income housing. This means no money would go into the SR 710 Rehabilitation Account to be returned to the City for affordable housing.

In addition, if the unoccupied historic and non-historic house sales were facilitated by the side-by-side escrow process, their sale would net approximately \$20 million in proceeds. Likewise, the sale of the occupied homes to their tenants, which would mostly qualify as affordable housing sales, would yield considerably more in proceeds—**proceeds we believe should be directly and specifically allocated to implementing the 17 different housing programs the City intends to carry out in its current housing element.** We believe there is a clear and rational nexus between the proceeds realized from the City's sale of the Caltrans properties and the implementation of the specific programs, including those to increase affordable housing opportunities, contained in its housing plan.

The Bottom Line

The freeway has failed to divide our city for the past 75 years. We see no reason for its ghosts to do so now. There is an equitable way to return these homes to South Pasadenans, including low- and moderate-income residents, and use revenue from the sales to fund the City's initiatives for affordable housing. We hope the above will dispel some misinformation about our commitment to a South Pasadena that welcomes all and provide a clear statement of our plan forward.

From: [Tom Williams](#)
To: [City Council Public Comment](#)
Subject: 12/21/22 SoPas City Council Closed Session item #A 1
Date: Wednesday, December 21, 2022 11:46:25 AM

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DATE: 12/21/22 11:45am
TO: ccpubliccomment@southpasadenaca.gov
South Pasadena City Council
FROM: Dr Clyde Thomas Williams, also Dr. Tom Williams
SUBJECT: Closed Session item #A 1 City of South Pasadena v.
California Dept. of Transportation
(LASC Case No. 21STCP01779)
RE: Public Comments

Dr Tom Williams president of Citizens Coalition for A Safe Community 501C3, regarding oil and gas explorations, productions, and abandonment. Retired from Parsons Corporation, Pasadena and Dubai World, Dubai UAE. While as a 35-year owner/resident of El Sereno, Los Angeles, I have participated in our LA-32 Neighborhood Council, Chamber of Commerce, and No-710 opposition, am a life member of Sierra Club and LA Audubon, and have participated in Citizens Coalition for A Safe Community since 2008. I am not certified by State of California for real estate, geotechnical, or engineering activities, although I have done such overseas and in other states not requiring such certifications. I have prepared/assisted in preparation and circulation of more than 300 EIRs/EISs starting in 1972 in San Jose. Most relevant review and comments was those for the 2016 Final Environmental Impact Report for the SR-710 Surplus Property Sales by CALTRANS, District 7.

Double Escrow has been described and promoted in the 2016 FEIR for the proposed land transfers of more than 60 dwellings and is a legal and effective process as presented by the CalTrans District 7. Double Escrow of Caltrans>>City>>Private Owner does require close coordination and an acceptable pre-escrow framework to address all concerns by all parties and reviewers prior to commencement of the escrow process for so many parcels. Housing Related Entities (herein including SP/LACo Housing Authority) must closely coordinate between CalTrans District 7/Sacramento, the City, and the Los Angeles County Assessor for processing more than 40 parcels in the City.

An agreed-upon and efficient Double Escrow process can greatly accelerate the

ownership transfer, assignment of land and improvements property tax assignments and their payments. It is thereby important to establish a pre-escrow framework and process flowchart and procedures for the many escrows and their contents and must get prior administrative reviews/comments by eventual signatories for the process and to assist and support the LACo Assessor. The Assessor must review, process, and approve both the changes in ownerships (CalTrans>>SP-HA>>private party) and formulate many new property tax assessments for new private parcels and their original and CalTrans improvements during the last 50 years. With more than 40 properties involved, close coordination between the City/HA and LACo Assessor will accelerate and facilitate the assignment of many millions of new assessment property values which will be beneficial for all through major increases in annual property taxes. Historic record search of the Assessor's files and physical documentation for each parcel may be required if State improvements are suspected over the last 20+ years and BEFORE opening of the initial escrow.

The parcels must be well documented and reviewed to assure compliance and documentation for all improvements and modifications during State ownership. Such documentation must be completed and described and perhaps provided with a physical and video-recorded survey of boundaries, slopes, grading, walls, utilities, and structures.

All required physical conditions of each parcel and improvements and any concerns must be stated along with sales commitment as to "AS Is, AS Where".

Out of the many parcels to be processed within South Pasadena, I would recommend taking the simplest of parcel+structure or even vacant parcels as an initial process leader while preparing the escrow packages for those more complicated parcels.